AGENDA
TAX INCREMENT REINVESTMENT ZONE (TIRZ) NO. 1 MEETING
CITY OF LEANDER, TEXAS

Development Services -San Gabriel Conference Room
201 North Brushy Street - Leander, Texas
Friday, November 8, 2024
Regular Meeting at 8:00 AM

Place 1 - Christine DeLisle, Chair	**Place 4 – Rachel Lunceford**
Place 2 – Cynthia Long	**Place 5 –Kelsey Stone**
Place 3 – Bob Biles	**Staff Liasion – Dara Crabtree**

REGULAR MEETING

1. Open Meeting.
2. Roll Call.

CONSENT AGENDA: ACTION

3. Approval of the minutes for meeting held on July 15, 2024

REGULAR AGENDA

4. Discuss and consider action on a Second Amendment of the Northline PUD Development and Reimbursement Agreement.
5. Adjournment

CERTIFICATION
This meeting will be conducted pursuant to the Texas Government Code Section 55 1.001 et seq. At any time during the meeting the Tax Increment Reinvestment Zone No. 1 reserves the right to adjourn into Executive Session on any of the above posted agenda for which state law authorizes Executive Session to be held, including but not limited to Sections 55 1.071 [litigation and certain Consultation with attorney]. 551.072 [acquisition of interest in real property], 55 1.073 [prospective gift to city], 55 1.074 [certain personnel deliberations], 551.076 [deployment/implementation of security personnel or devices], or 551.087 [Deliberations regarding Economic Development Negotiations]. The City of Leander is committed to compliance with the American with Disabilities Act. Reasonable modifications and equal access to communications will be provided upon request. Please call the City Secretary at (512) 528-2743 for information. Hearing impaired or speech disabled persons equipped with telecommunication devices for the deaf may call (512) 528-2800. I certify that the above agenda for this meeting of the Tax Increment Reinvestment Zone No. 1 of the City of Leander, Texas, was posted on the bulletin board at City Hall in Leander, Texas, on the 4 day of November 2024 by 5:00 p.m. pursuant to Chapter 551 of the Texas Government Code.

Dara Crabtree

Dara Crabtree, City Secretary

AGENDA ITEM # 3

City of Leander

EXECUTIVE SUMMARY
11/8/2024

AGENDA SUBJECT:
Approval of the minutes for meeting held on July 15, 2024

BACKGROUND:
Attached are the minutes for meeting held on July 15, 2024.

HISTORY/TIMELINE:

APPLICANT/AGENT:

RECOMMENDATION:

PRESENTER:
Dara Crabtree, City Secretary

Fiscal Impact

Attachments:

1. Draft TIRZ Minutes 07.15.2024

MINUTES
TAX INCREMENT REINVESTMENT ZONE (TIRZ) NO. 1 MEETING
CITY OF LEANDER, TEXAS

Development Services -San Gabriel Conference Room
201 North Brushy Street - Leander, Texas
Monday, July 15, 2024
Regular Meeting at 1:00 PM

Place 1 - Christine DeLisle, Chair	**Place 4 – Rachel Lunceford**
Place 2 – Cynthia Long	**Place 5 –Kelsey Stone**
Place 3 – Vacant	**Staff Liasion – Dara Crabtree**

REGULAR MEETING

1. Open Meeting.

   Opened meeting at 1:00 p.m.

2. Roll Call.

   Roll call reflected all present with Commissioner Lunceford absent.

CONSENT AGENDA: ACTION

Motion: Approve the Consent Agenda Item 3.

By: Board Member Long
Seconded: Board Member Stone

Vote: 3 - 0

3. Approval of the minutes for meeting held on March 27, 2024.

REGULAR AGENDA

4. Discuss and consider action on the FY 2025 Proposed Budget for the Leander Tax Reinvestment Zone No. 1.

   Motion: Approve the budget for Fiscal Year 2025 as submitted, following a discussion.

   By: Mayor DeLisle
   Seconded: Board Member Stone

   Vote: 3 - 0

5. Staff update regarding the 3rd Addendum to the Development and Reimbursement Agreement for the Village at Leander Station.

   Discussion included: TVI investors contesting how calculating payments; payments finalized this year; same formula used last year as understood and prorated; contested this year and will follow up with a fuller analysis of their position; will work with attorney on information once received; final total amount less than $60,000.00; they feel it should be more; and will update Commission once information received and decision rendered.

6. Adjournment

   Adjourned at 1:19 p.m.

APPROVED

____

CHAIR

ATTEST:

____

STAFF LIAISON

AGENDA ITEM # 4

EXECUTIVE SUMMARY
11/8/2024

AGENDA SUBJECT:
Discuss and consider action on a Second Amendment of the Northline PUD Development and Reimbursement Agreement.

BACKGROUND:
The TIRZ Board, the LDA Board, and the City Council approved a TIRZ Reimbursement Agreement for the Northline PUD on August 28, 2018, as well as an amendment on August 5, 2021.

The original TIRZ Agreement established a Maximum Reimbursement Amount of $12,509,000 (cumulative of what is also received in impact fee and permit fee reimbursements under the Development Agreement with the City) for installation of the improvements described in the Original Agreement. The Agreement required the Developer to the following:

1. Phase 1 SP and BP: Submit site plans and/or building permits for not less than a total of 100,000 square feet of commercial and non-residential uses and not less than a total of 200 residential units within five (5) years after the Effective Date of the Original Agreement (*which is August 27, 2023*);
2. Phase 1 CO's. Obtain Certificates of Occupancy for not less than a total of 100,000 square feet of commercial and non-residential uses and not less than a total of 200 residential units within six and one-half (61⁄2) years after the Effective Date of the Original Agreement (which is *February 27, 2025*);
3. Phase 2 SP and BP: Submit site plans and or building permits for not less than 200,000 square feet of commercial and non-residential uses and not less than a total of 400 residential units within eight (8) years after the Effective Date of the Original Agreement (which is *August 27, 2026*); and
4. Phase 2 SP and BP: Obtain Certificates of Occupancy for not les than 200,000 square feet of commercial and non-residential uses and not less than a total of 400 residential units within nine and one-half (91⁄2) years after the Effective Date of the Agreement (which is *February 27, 2028*).

The First Amendment did the following:

1. Added Subsequent Phases (which were Phase 1.2 – Blocks S, T, U, Phase 1.2 – Blocks L/M and C/d, and Phase 1.3 – Blocks A, B) and the corresponding Transportation, Design Enhancement, Drainage, Water, Sewer, Gas Line, and Electric Utility Projects to the projects eligible for TIRZ Reimbursements.
2. Increased the Maximum Reimbursable Amount to $27,250,000 (cumulative of what is also received in impact fee and permit fee reimbursements under the Development Agreement with the City).
3. Added the following performance measures for the Subsequent Phases:

a. Subsequent Phase SP and BP: Submit site plans and or building permits for not less than 600,000 square feet of commercial and non-residential uses and not less than a total of 800 residential units by August 27, 2027; and

b. Subsequent Phase CO's: Obtain Certificates of Occupancy for not les than 600,000 square feet of commercial and non-residential uses and not less than a total of 800 residential units by February 27, 2029.

The Second Amendment proposes the following changes:

1. Removes transportation, drainage, water, sewer, natural gas, and electrical utility projects located in Doc Miller Street from the list of projects eligible for TIRZ reimbursements.
2. Accordingly, reduces the Maximum Reimbursement Amount to $26,661,424.18 (cumulative of what is also received in impact fee and permit fee reimbursements under the Development Agreement with the City).
3. Confirms that even though 16.08 acres of the Property are being removed from The Northline PUD and rezoned to The Northline Retail PUD, the TIRZ revenues from the 16.08 acres will still be payable to the Developer per the terms of the TIRZ Reimbursement Agreement.
4. Confirms that after the TIRZ ends December 31 2031 (unless extended), that the TIRZ revenues generated in the last calendar year of 2031 will be paid to Developer per the terms of the TIRZ Reimburement Agreement in 2032 when the funds are actually received.
5. Extends the deadlines for performance ase follows:

a. Phase 1 SP and. BP: No change from original deadline of August 27, 2023.
b. Phase 1 CO's: Change deadline from February 27, 2025 to August 27, 2026.
c. Phase 2 SP and BP:

i) Increase commercial square footage from 200,000 sq ft to 300,000 sq ft.

ii) Change deadline from February 27, 2025 to August 27, 2029, or August 27, 2028 if St. David's commences construction of the first phase of the hospital by the end of 2025 and a Hotel project has provided applications for a site plan and/or building permit by July 1, 2028.

d. Phase 2 CO's:

i) Increase commercial square footage from 200,000 sq ft to 300,000 sq ft.

ii) Change deadline from August 27, 2026 to February 27, 2031, or February 27, 2030 if St. David's commences construction of the first phase of the hospital by the end of 2025 and a Hotel project has provided applications for a site plan and/or building permit by July 1, 2028.

e. Subsequent Phases.

i) Subsequent Phase SP and BP: Changes deadline from August 27, 2027 to December 31, 2031; and

ii) Subsequent Phase CO's: Changes deadline from February 27, 2029 to December 31, 2031, unless TIRZ is extended, the deadline is changed to August 31, 2033.

HISTORY/TIMELINE:

- August 28, 2018 – Northline PUD Development and Reimbursement Agreement entered.
- August 5, 2021 – Amendment to the Northline PUD Development and Reimbursement Agreement entered

APPLICANT/AGENT:

RECOMMENDATION:

PRESENTER:
Paige Saenz, City Attorney

Fiscal Impact

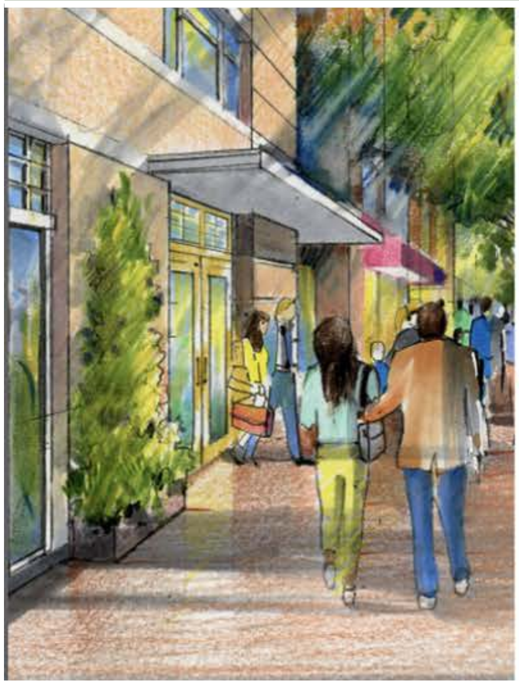
Reduction of TIRZ Reimbursements by $588,575.90.

Attachments:

1. Northline TIRZ Board Presentation (2024.11.08)
2. Northline PUD Development and Reimbursement Agreement 8-16-18
3. NLDC TIRZ Reimbursement Agreement Amendment - Fully Executed and Recorded (2021.08.12) (002)
4. NLDC_TIRZAgreement_Second_Amendment

Northline®

Leander, Texas



Northline Leander Development Company, LP

Northline TIRZ Agreement Presentation to the TIRZ Board

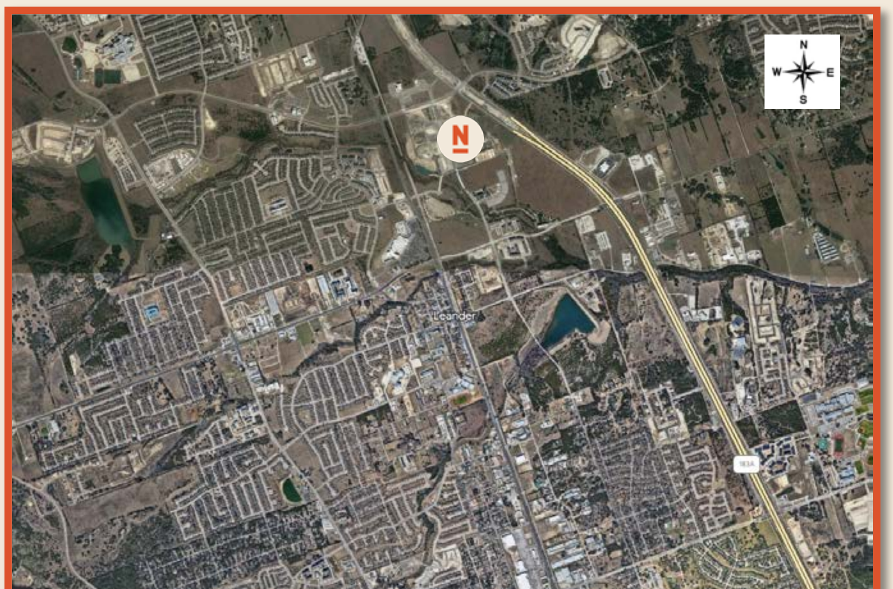
November 8, 2024

Northline TIRZ Agreement Presentation Summary

- Since the Northline TIRZ Agreement was executed in 2018, there have been numerous events that have changed the assumptions that were in place in 2018, have delayed the development of Northline, and/or modified the framework of the agreement, which justify changes to the Northline TIRZ Agreement.
- The most recent significant change is the recommendation in late 2023 by CoL staff, instead of amending the Northline PUD to primarily allow surface parking for a larger-scale Retail development along the northeast and eastern frontage areas of Northline that is proposed to be developed by Endeavor Real Estate Group as a currently market viable project, to remove this portion of the property from the Northline PUD and the associated SmartCode regulations.
- Northline is requesting the following changes to the Northline TIRZ Agreement:
  - Additional time in the form of 1.5 years to meet the first certificate of occupancy requirements for at least 100,000 square feet of Commercial and other non-residential uses (defined as Office, Medical Office, Retail, and Hotel + Convention/Conference).
  - Additional time in the form of an additional 2-3 years (depending on certain factors) to meet the 2nd set of development requirements, while increasing the Commercial square footage numbers within all of Northline by 50% for that requirement.
  - The third set of development requirements serves as a trigger to provide for those additional reimbursements.
  - Applying the entire Northline property as the basis for reimbursements, and not just the Northline PUD area.
- Northline's development plans still meet the Commercial square footage objectives from 2018 that CoL, and presumptively the TIRZ Board, used as a basis for its approvals of the Northline Development Agreement and Northline TIRZ Agreement, providing CoL and the TIRZ with similar economic benefits while expediting a significant portion of the desired Retail development requirements.
- Northline is providing CoL and Williamson County with a host of additional benefits not required under the current Northline agreements, such as a reduced cost reimbursement total, assuming the maintenance obligations for additional public improvements within Northline, and contribution toward CoL's cost to bring reclaimed water to Northline, among others.

Original Northline Development Coordination with the City of Leander

- The singular basic premise and original intent of the Northline Development Agreement between CoL and Northline involved CoL covering ALL of Northline's Phase 1 costs – some through upfront funding and the remainder through reimbursements from the value created by development.
- These costs only are for public horizontal infrastructure improvements within CoL streets and streetscape rights-of-way, water quality wet ponds, as well as civic spaces that are all dedicated to CoL for CoL ownership.

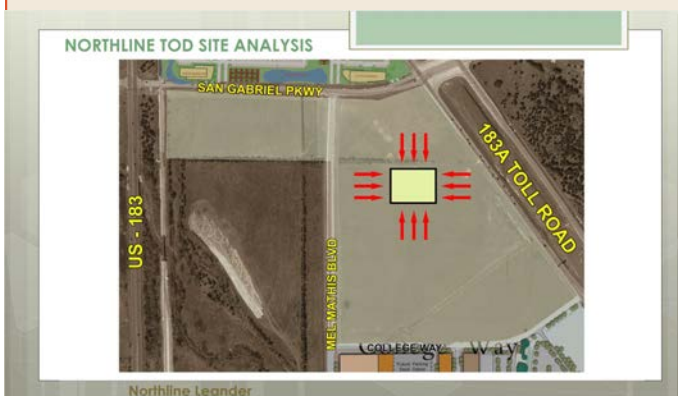


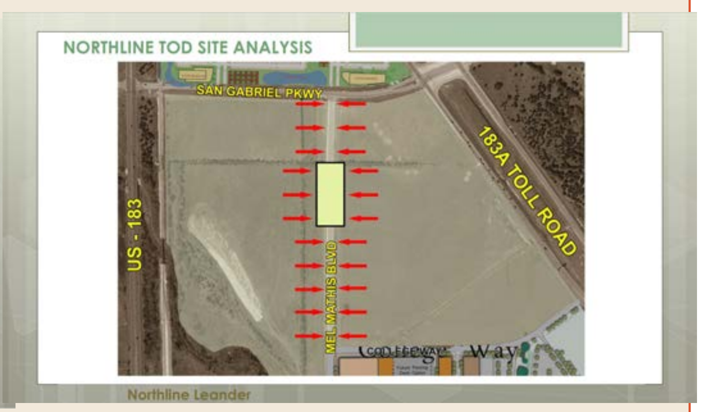
City of Leander

Original Northline Development Coordination with the City of Leander

History -

- In the initial discussions with CoL in 2016, CoL staff and Council was clear in its desire for a design for Northline that met the objectives of the TOD, and CoL was willing to provide cost share incentives for the required public horizontal infrastructure improvements.
- Northline initially comprised ~70 acres and was coordinating with CoL staff in mid-2017 on an incentive agreement similar to the Northline Development Agreement approved in 2018.
- After early coordination with COL, Northline hired David M. Schwarz Architects ("DMSAS") (as recommended by CoL Planning Director Tom Yantis) to complete the Northline site plan and the Gibbs Planning Group ("Gibbs") (as recommended by CoL SmartCode consultant Mike Watkins) to provide a Retail market analysis for the 70-acre site.
    - DMSAS initially site planned the 70-acre project, but encouraged Northline to secure more acreage to expand Northline to both sides of the future Main Street in order to complete a more holistic design of CoL's future downtown core as shown on the following slides.

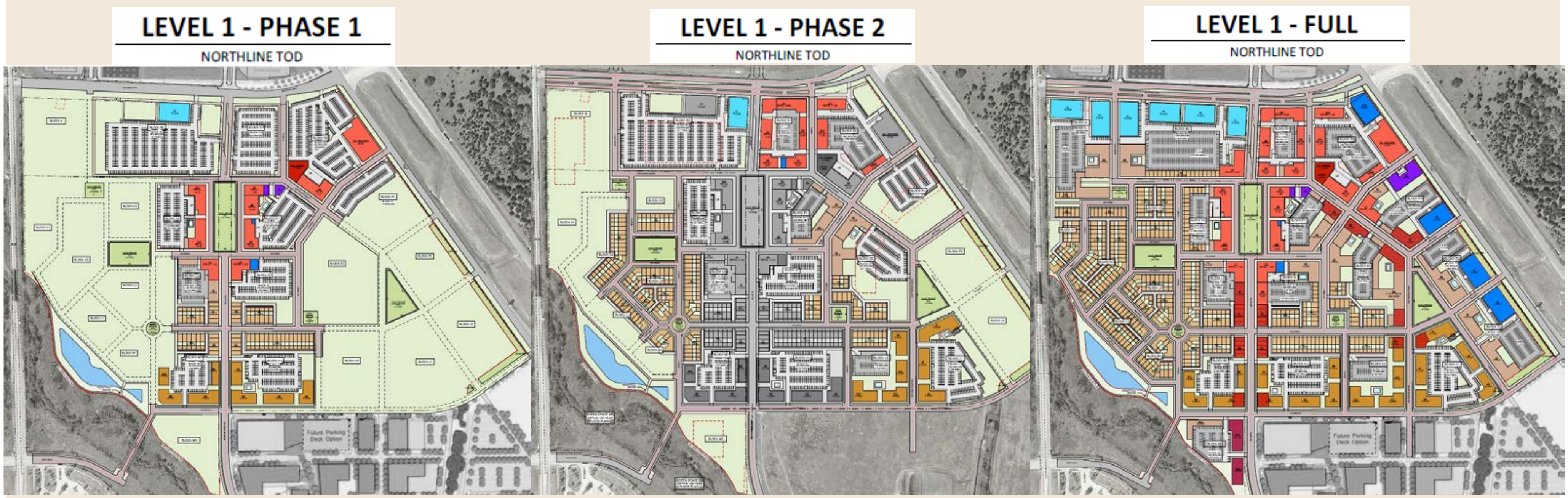




    - The Gibbs' analysis in 2017 showed the potential for 118,510 SF of Retail at Northline by 2022.

Original Northline Development Coordination with the City of Leander

- The DMSAS’ 116-acre site plan design at the time of CoL’s PUD approval in 2018 included a phasing plan of significant initial surface parking over multiple phases over a 20+ year period when density is generated through proposed parking garages in certain blocks.



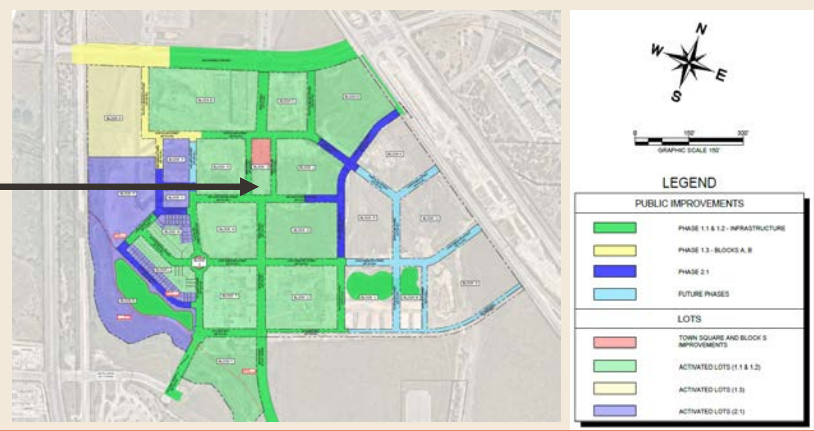
Original Northline Development Coordination with the City of Leander

- With the recommended site plans and Retail forecasts, CoL agreed to cover Northline's Phase 1 costs with a structure involving $15M in upfront funding and reimbursements for the remainder of Phase 1.
- The initial original intent was for all of the reimbursements to be covered by the TIRZ via property (ad valorem) tax increment in addition to CoL's upfront funding component.
- CoL City Manager Kent Cagle crafted a financing strategy for CoL's $15M (funded by certificate of obligation bonds) whereby CoL would have its own TIRZ Agreement that would be prioritized in front of Northline's TIRZ Agreement to cover CoL's annual debt service.
- Because Northline's TIRZ reimbursement repayments were being pushed back from a timing perspective, based upon CoL's TIRZ Agreement taking priority, CoL agreed to provide additional upfront reimbursements in the Northline Development Agreement for Water/Wastewater Impact Fees and Permit/Inspection Fees.
- The Northline Development Agreement and Northline PUD Agreement were approved by CoL in June of 2018 reflecting the above.

Relevant Facts Since CoL Development Agreement Approval

- After CoL approved the Northline Development Agreement in June of 2018, CoL's Northline TIRZ project (for CoL's annual debt service of its $15M certificate of obligation bonds) and Northline's TIRZ project were presented to the TIRZ Board for approval.
- At that time, Williamson County's $4.7M San Gabriel Parkway TIRZ project also was approved in priority in front of Northline's TIRZ project.
  - The result of CoL's Northline TIRZ project and the County TIRZ project both having priority over Northline's TIRZ reimbursement payments has delayed those TIRZ payments to Northline whereby they have yet to commence to date.
- Since 2018, Northline moved forward to engineer and construct the public horizontal infrastructure improvements per its agreements with CoL and the TIRZ Board, developing those improvements in phases to stay ahead of the proposed vertical projects while dedicating those completed improvements to CoL.
- Northline has spent over $27M in public improvement costs to date (in addition to CoL's direct costs of ~$12.7M), not including loan costs, property taxes, and other operations costs, and is committed to a subsequent significant amount of improvement costs for the pending Phase 1.3, Northline Circle, and Town Square projects along with later Northline infrastructure phases.
  - The infrastructure was designed, sized, and built for density per CoL's original TOD vision and directives from 2018.

Public horizontal infrastructure improvements completed and accepted by CoL shown in green



Relevant Facts Since CoL Development Agreement Approval

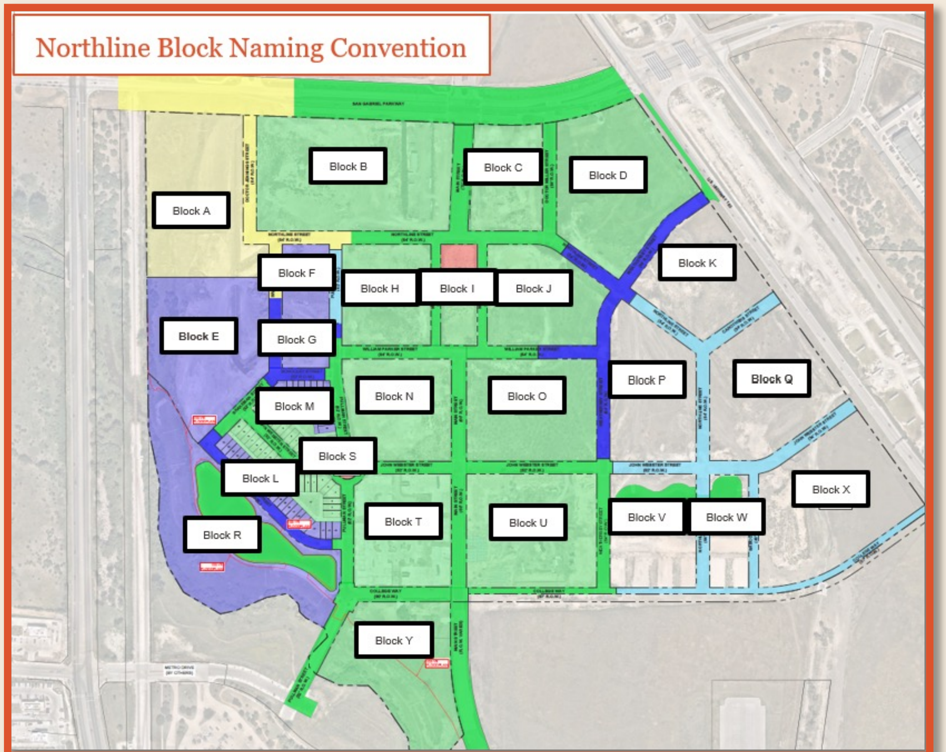
- Northline has brought Best-In-Class vertical development partners to Northline and some of which already have delivered initial phases of the highest-quality dense Residential (Multifamily and Townhomes) within CoL to initiate the town center development.
  - Northline also had lined up Lincoln Property Company, the 2nd largest development company in the nation, in 2019 to develop Commercial vertical projects within Northline; however, Lincoln had not been able to commence any vertical projects (more below).
- Since 2018, there were various other factors that led to additional delays, financial and other cost implications, and general economic headwinds for Northline between 2020-2024 worth mentioning:
  - In coordination with CoL's Engineering Department, Northline worked with Austin Community College ("ACC") and encountered a renegotiation with ACC in early 2019 on locating a shared water quality pond on the ACC campus that required a redesign of the Northline site plan, re-engineering for a second water quality wet pond, and amending the Northline PUD's concept plan, which delayed Northline development process by approximately 9 months;
  - COVID (generally recognized to have had a serious, adverse effect on the economy and slowed real estate development projects);
  - Pedernales Electric Cooperative ("PEC") electrical delays;
  - Macro-recessionary pressures in the 2023-2024 timeframes, which also translated to bank failures causing pauses in real estate development lending;
  - Rapid interest-rate escalations that significantly raised costs for real estate developers and buyers;
  - Substantial construction price increases and supply chain issues for Northline's public horizontal infrastructure improvements and Northline's vertical development partners' projects; and
  - CoL's slow growth agenda to address water supply concerns.
- These delays impacted Northline's initial Residential (Multifamily and Townhomes) projects that were set back between 12-18 months (primarily due to PEC delays for the public horizontal infrastructure improvements and subsequent additional electrical equipment and other construction supply issues for their individual vertical projects).

Relevant Facts Since CoL Development Agreement Approval

- Northline had early Commercial projects that encountered issues getting commenced due to the above-referenced factors:
  - Northline's first Commercial project was to be a Medical Office building that St. David's Hospital interfered with its development in late 2019 whereby Northline addressed the issue directly with St. David's Hospital, which it resolved after coordination of over a period of more than a year, and as a result of such period caused that Medical Office project to leave Northline for a location on Hero Way (on a smaller scale) just west of Main Street.
  - Northline's second Commercial project was to be a 60,000 SF mixed-use Office project in Block B that Lincoln Property Company could not get capitalized during the 1st half of 2022 (as it spent ~8 months on a capital raise from late 2021 until mid-2022 with no success). Northline subsequently moved on to coordinate with St. John Properties for a similar Office project now nearly underway, and on a larger scale.
  - Northline's third Commercial project was to be The Hub and that Retail project could not get capitalized in early 2023 whereby, per its CoL 380 Agreement, it had a go/no go decision to move forward on design and permitting to start construction by the end of 2023 and decided to pause in March of 2023.
  - After Lincoln also could not commit to its Medical Office building in 2023, Northline coordinated with Ryan Companies, which currently is in the process of moving forward to commence plans for a larger Medical Office building, but will need to wait to start construction only once St. David's Hospital moves forward with its initial phase of its full hospital across the street.
- CoL's Impact Fee reimbursements did not start until the latter half of 2023 as it took CoL 4+ years to complete its required Impact Fee study to include the Northline water and wastewater infrastructure (that triggered the Impact Fee reimbursements), and which significant timeframe was not contemplated in 2018 when the Development Agreement was executed.

Northline Status Update

- With its current vertical development partners in place, Northline is positioned to build out the rest of the project in an accelerated timeline with all of the blocks planned as explained further below.
- The following exhibit shows the current block designations (prior to the PUD Amendment) as a reference.



Northline Status Update – Multifamily & Townhouse Aerial Images

<u>October 2024: Blocks L&M and T&U Aerial</u>

Northline Status Update – Multifamily & Townhouse Aerial Images

October 2024: Blocks T&U Aerial

Northline Status Update

Multifamily - Slate Real Estate Partners Best-In-Class development partner and CoL's highest caliber product (Blocks T&U).

Slate Multifamily (Blocks T&U – Developed)

Townhomes – Novak Brothers Best-In-Class development partner and CoL's highest caliber product (Blocks L&M).

Townhomes (Blocks L&M – Developed)

Northline Status Update

- St. John Properties – 4 Potential Office Projects (Block B).
- Endeavor Real Estate Group – Endeavor Initial Retail Area – Blocks C, D, and portions of K and Q.
- Ryan Companies – Medical Office (with a construction start dependent upon the commencement of the initial phase of St. David's Hospital's full hospital) (Block A).
- Senior Living (Residential) (Block E – pending coordination).
- Multifamily and ground-floor Retail (Blocks H&F – pending coordination).
- Hotel with Convention/Conference – Northline is coordinating with CoL per the CoL consultant's Hotel market study where it is anticipated that the project is able to utilize the economic benefit tools of the state Hotel occupancy tax and Retail sales tax from House Bill 4103 (passed into law in 2021 through the support of Northline's lobbyist) (Block J).
- Endeavor Real Estate Group Multifamily (Blocks N&O – pending contracting).
- Endeavor Real Estate Group Retail or Senior Living (Blocks P&Q – pending coordination).
- Townhomes (Blocks V&W).
- Block X – Endeavor Real Estate Group Retail or Corporate Campus.
- Block Y – waiting to play off of Leander Station when it has more dual-route ridership with a variety of potential product types (to include Retail, Office, and Residential).

ST. JOHN PROPERTIES ENDEAVOR RYAN

Northline Status Update

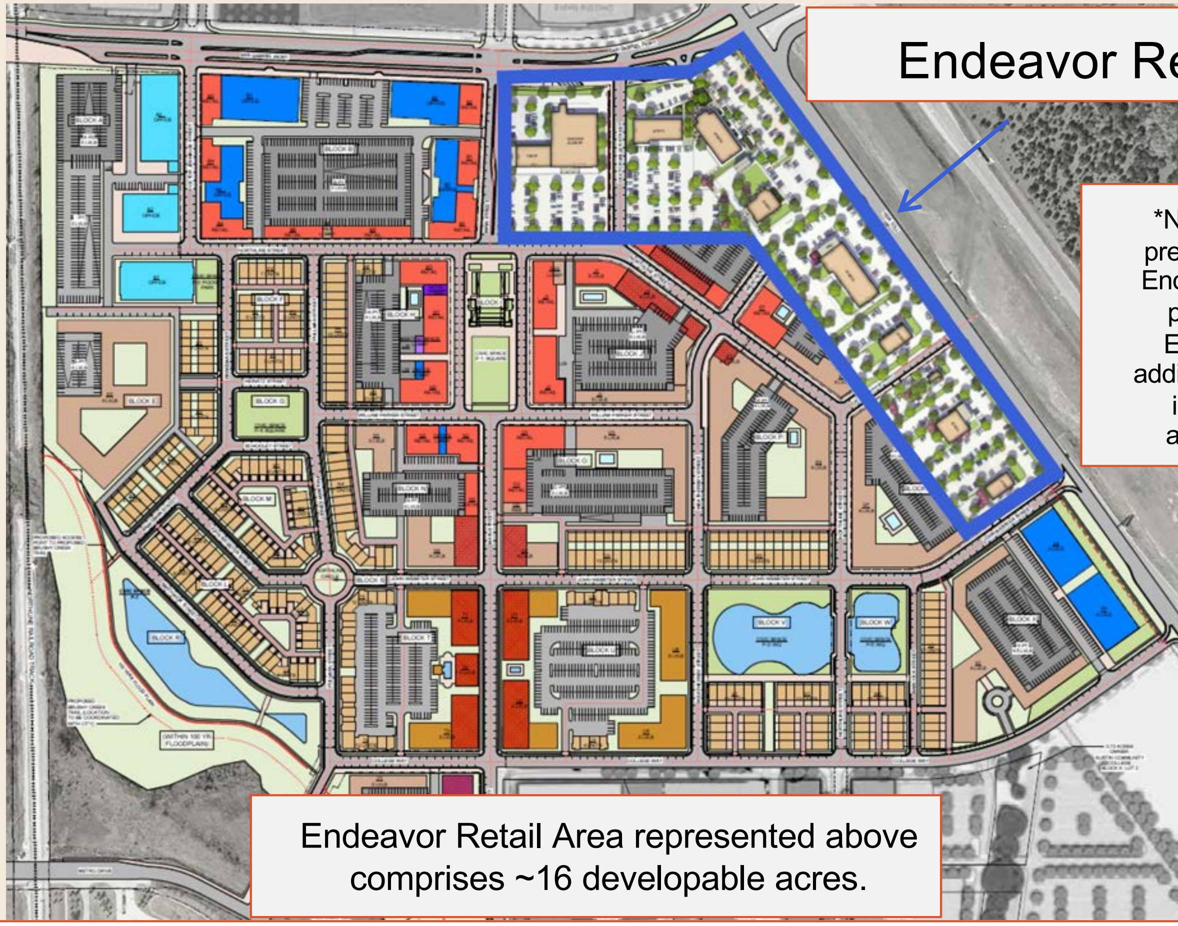
St. John Properties – Best-In-Class development partner – establishing the CoL Class A Office market (Block B); anticipated to commence construction in the first part of 2025.

St. John Properties Class A Office (Block B – Pending Development

Townhomes – Drees Custom Homes Best-In-Class development partner and CoL's highest caliber product (Blocks L, M, V&W); anticipated to commence construction in the first part of 2025.

Drees Townhomes (Blocks L, M. V&W – Pending Development

Northline Status Update

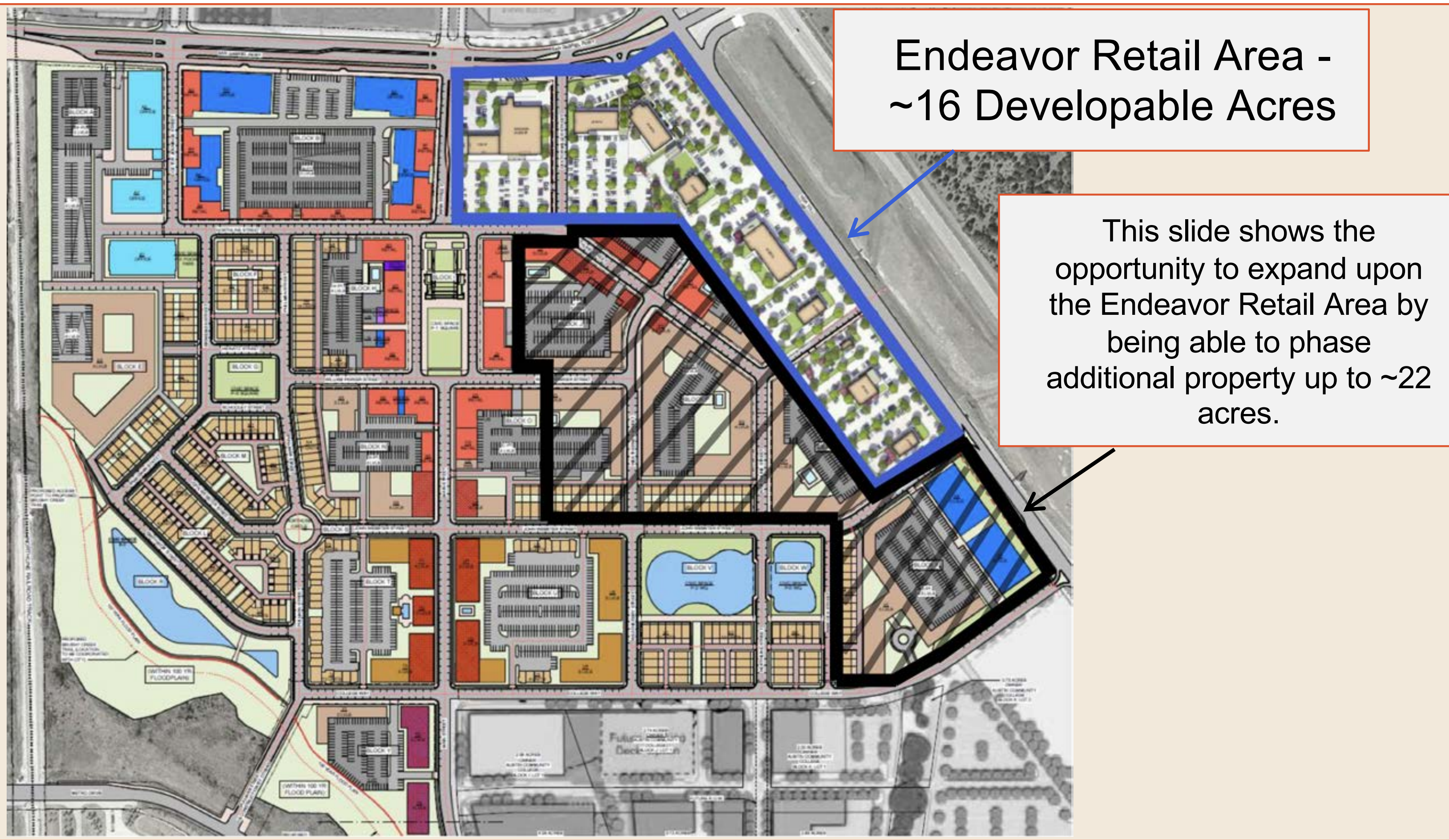


Endeavor Retail Area

*Northline and Endeavor propose to preserve the right to expand upon the Endeavor Retail Area by being able to phase additional property into the Endeavor Retail Area of up to ~22 additional acres as long as the property is used primarily for Retail and is adjacent to the current ~16 acres.

Endeavor Retail Area represented above comprises ~16 developable acres.

Northline Status Update



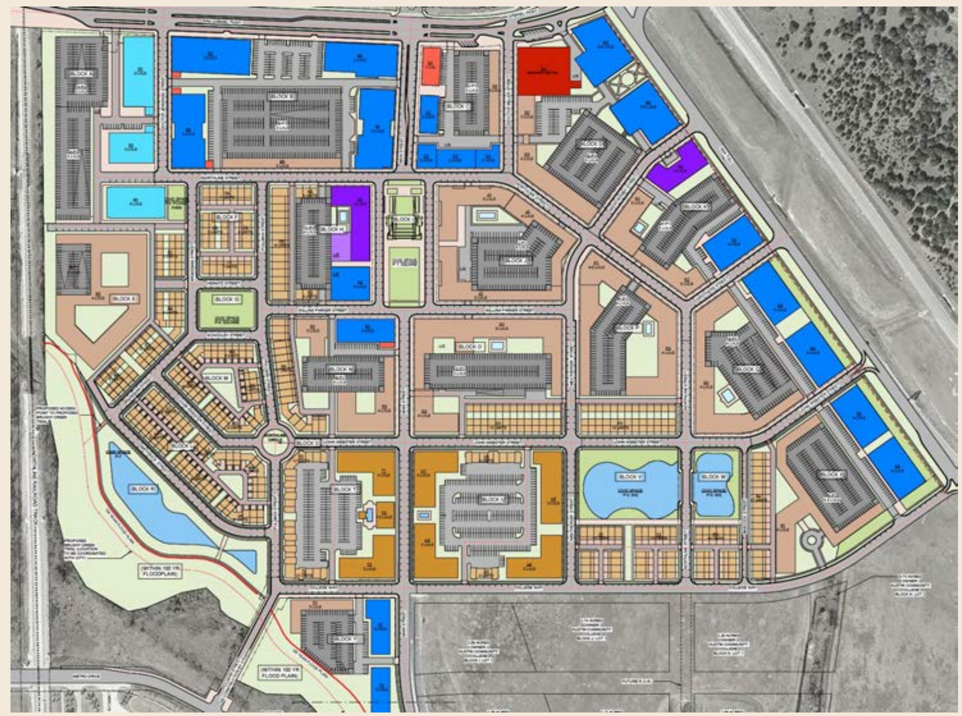
Northline Status Update – Endeavor Retail Area Site Plan

Northline Status Update

- There has been recent discussion about the fact that the vision of the Northline project has changed. Below is a comparison from CoL approval in 2018 to the most recent plan prior to the Endeavor Retail changes.

June 2018

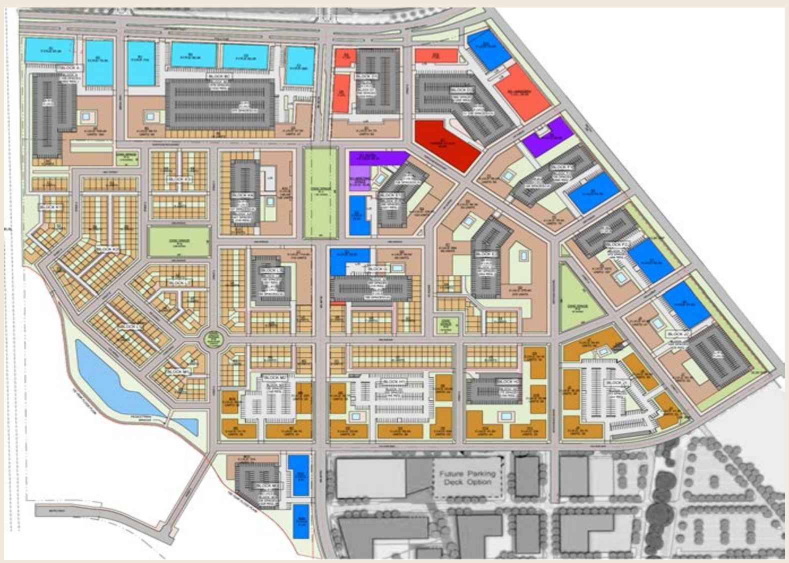
Current (Pre-Endeavor)



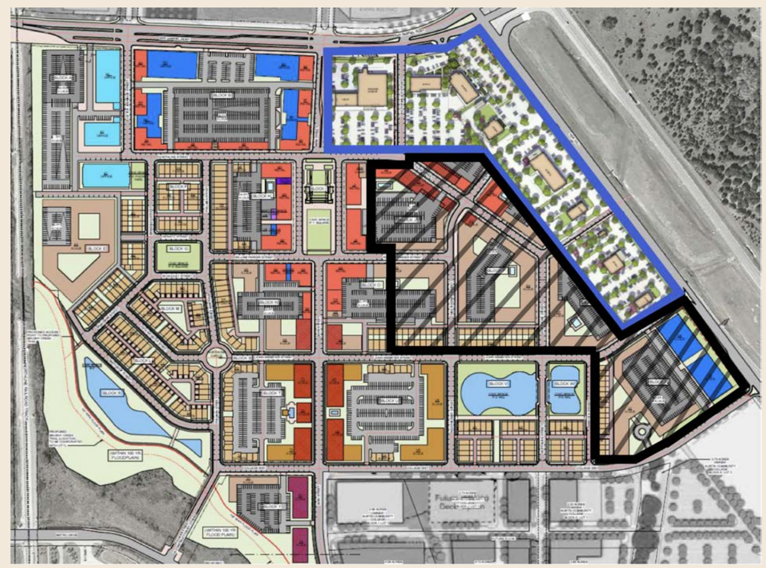
Northline Status Update

- Impacts of the Endeavor Retail Area and Endeavor Retail Option Area to the Northline Master Plan:
  - The same amount of traditional Office remains across the project as compared to the original concept in 2018 – the 4 large buildings along the 183A tollway have been relocated to Block B, while other areas remain substantially the same.
  - Outside of the traditional Office component noted above, the Endeavor Retail Option Area replaces only Residential – including numerous Multifamily projects, a few Townhomes, and no other product type; generating more “public” commercial space than in the previous plan.

June 2018



Current Endeavor Plan

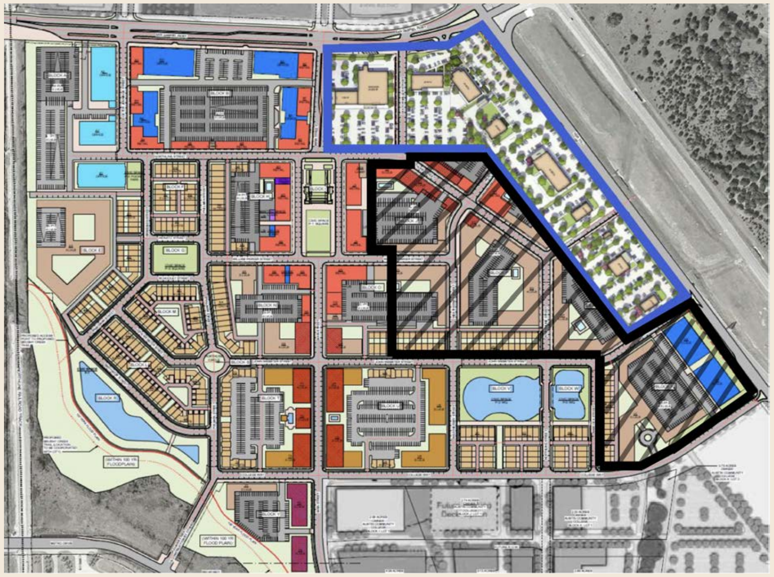


Northline Status Update

- Original Northline Master Plan Comparison to the Current Endeavor Plan
  - Substantially more Retail that is fast-tracked into the project and designed with more accessibility in addition to walkability.
  - The same amount of overall Commercial square footage, as indicated later in the presentation.
  - A reduction of Residential units, particularly Multifamily, which is a Council priority.
  - Original design around Town Square remains substantially the same.

June 2018

Current Endeavor Plan



Northline Status Update

- Any large town center development project is going to change and morph over time.
- Any expectation that Northline was going to be developed exactly the way that the conceptual master site plan showed the development in 2018, is not based in reality with how real estate development works.
- It is critical that Northline works closely with City leadership to ensure alignment as market realities impact the development process, which has been done here.

Northline PUD Amendment Summary

- Removal of the Endeavor Retail Area from the Northline PUD – initial 16.08 acres with additional optional adjacent acreage (Option Area) to follow – for development of the Retail with conventional standards with a 90% Masonry Development Agreement requirement.
  - With the exception of the proposed office buildings shown along the southern 183A frontage, which are not a viable option in the foreseeable future, all of the Option Area for additional retail replaces Multifamily, which is a Council priority as indicated below.
- Maintenance of the overall Northline vision with density and walkability throughout the core of Northline, particularly around Town Square, which will set Leander apart from surrounding suburban markets.
- Northline remains the only project within the Leander TOD that meets the intent of the SmartCode.
- Northline's PUD changes have addressed some of the recent/current Council preference for Commercial (and Retail in particular) over Multifamily, whereby Northline has restricted Multifamily in Blocks A&B and the potential for 4 Multifamily projects in the Endeavor Retail Area/Option Area.

Northline TIRZ Agreement Modification Preface

- The St. John Properties Class A 120,000 mixed-use Office building met the initial application deadline of August 27, 2023 (for both site development permit and building permit submittals) and is coordinating on its lender's pre-leasing requirement at this time (which is a new process for St. John Properties given the current lending environment). In this regard, our original assumption that an 18-month period between submittal and certificate of occupancy would be sufficient has not proven to provide the requisite amount of time needed. As a result, Northline is requesting more time to meet this certificate of occupancy requirement.
- Endeavor Real Estate Group Coordination:
  - Toward the end of 2023, Northline initially proposed to CoL that the Endeavor Retail Area remain part of the Northline PUD with modifications to the Northline PUD to provide for additional flexibility for market viable large-scale Retail, but CoL staff proposed to simplify the request by removing the Endeavor Retail Area from the Northline PUD altogether and for conventional zoning to regulate the Endeavor Retail Area – and the initial 16.08 acres has been approved by CoL with the Option Area working through the CoL approval process within the next month.
    - Conventional zoning provides Endeavor with needed flexibility to enable it to develop a significant market viable Retail project along the northeast and eastern frontages of Northline with our targeted Retail anchors.
- The list of delays that have impacted Northline substantiate additional time for the later development requirements (reference slides 7-9).

Northline's TIRZ Agreement Request

#1 – Additional Time to Meet the Development Requirements –

Section 5.8. Termination of Reimbursement Obligation.

It is expressly agreed that the obligation of the City, the Zone, and the Authority to make and approve payments to the Developer from The Northline PUD Fund shall terminate (a) if applications for site plans and/or building permits for not less than a total of 100,000 square feet of commercial and non-residential uses and not less than a total of 200 residential units within The Northline PUD have not been filed on or before ~~the expiration of five (5) years after the Effective Date of this Agreement~~August 27, 2023*; or (b) if Certificates of Occupancy for not less than a total of 100,000 square feet of commercial and non-residential uses and not less than a total of 200 residential units within The Northline PUD have not been issued on or before ~~the expiration of six and one-half (6½) years after the Effective Date of this Agreement~~August 27, 2026; or (c) if applications for site plans and/or building permits for not less than ~~2~~300,000 square feet of commercial and non-residential uses and not less than a total of 400 residential units within ~~T~~the entirety of the 116-acre Northline ~~PUD~~project have not been filed on or before ~~the expiration of eight (8) years after the Effective Date of this Agreement~~August 27, 2029 (unless St. David's Hospital has commenced constructing the first phase of its hospital across the street from Northline by the end of 2025 and a Hotel project within Northline has provided applications for site plans and/or building permits by the midpoint of 2028 that this requirement is shortened to August 27, 2028); or (d) if Certificates of Occupancy for not less than ~~2~~300,000 square feet of commercial and non-residential uses and not less than a total of 400 residential units within ~~T~~the entirety of the 116-acre Northline ~~PUD~~project have not been issued on or before ~~the expiration of nine and one-half (9½) years after the Effective Date of this Agreement~~February 27, 2031 (unless St. David's Hospital has commenced constructing the first phase of its hospital across the street from Northline by the end of 2025 and in a Hotel project within Northline has provided applications for site plans and/or building permits by the midpoint of 2028 that this requirement is shortened to February 27, 2030).

Northline's TIRZ Agreement Request

Non-residential units does not include multi-family units. It is expressly agreed that the obligation of the City, Zone, and the Authority to make and approve payments to the Developer from The Northline PUD Fund to reimburse the costs of the Subsequent Phases Projects shall terminate (a) if applications for site plans and/or building permits for not less than a total of 600,000 square feet of commercial and non-residential uses and not less than a total of 800 residential units within ~~T~~the entirety of the 116-acre Northline ~~PUD~~project have not been filed with the City on or before ~~August 27, 2027~~December 31, 2031; or (b) if Certificates of Occupancy for not less than a total of 600,000 square feet of commercial and non-residential uses and not less than a total of 800 residential units within ~~T~~the entirety of the 116-acre Northline ~~PUD~~project have not been issued on or before ~~February 27, 2029~~December 31, 2031 (unless the TIRZ is extended whereby the Certificate of Occupancy requirement for not less than a total of 600,000 square feet of commercial and non-residential uses and not less than a total of 800 residential units within the entirety of the Property must be issued shall be extended to August 31, 2033). The term non-residential uses does not include multi-family uses.

* Note that the initial application requirement was met with (1) the St. John Properties Office project submittals on 7/18/23 (SD-23-0133) and 8/22/23 (BLDC-23-00234) for over 100,000 square feet of Commercial and (2) the Slate Multifamily project's site development permit submittal (SD-21-0014) in Blocks T&U and the multiple associated Slate Multifamily building permit submittals along with the Novak Brothers Townhomes submittals in Blocks L&M in 2022 for ~360 Residential units.

Northline's TIRZ Agreement Request

#2 – Northline's Phase 1 is Reduced to Eliminate Public Streets Solely within the Endeavor Retail Area –

Northline will reduce total reimbursements for the hard costs for Dr. Miller Street given the fact that this public horizontal infrastructure improvement is located solely within the Endeavor Retail Area, and these hard costs will reduce the Total Estimated Developer Costs of the Northline PUD Projects per the Northline TIRZ Agreement Amendment, dated August 5, 2021, from $27,250,000 to $26,661,424.82 (so that those funds can be used for another TIRZ project).

- Northline has calculated these hard costs to be $588,575.18 (which can be broken down as follows: Developer General – $384,982.39, Water – $122,030.62, Wastewater – $56,850.27, and Reclaimed Water – $24,711.90).

#3 – Apply the entire Northline Property (and not just the Northline PUD Property) as the Basis for the TIRZ Reimbursements to Include the Endeavor Retail Area** –

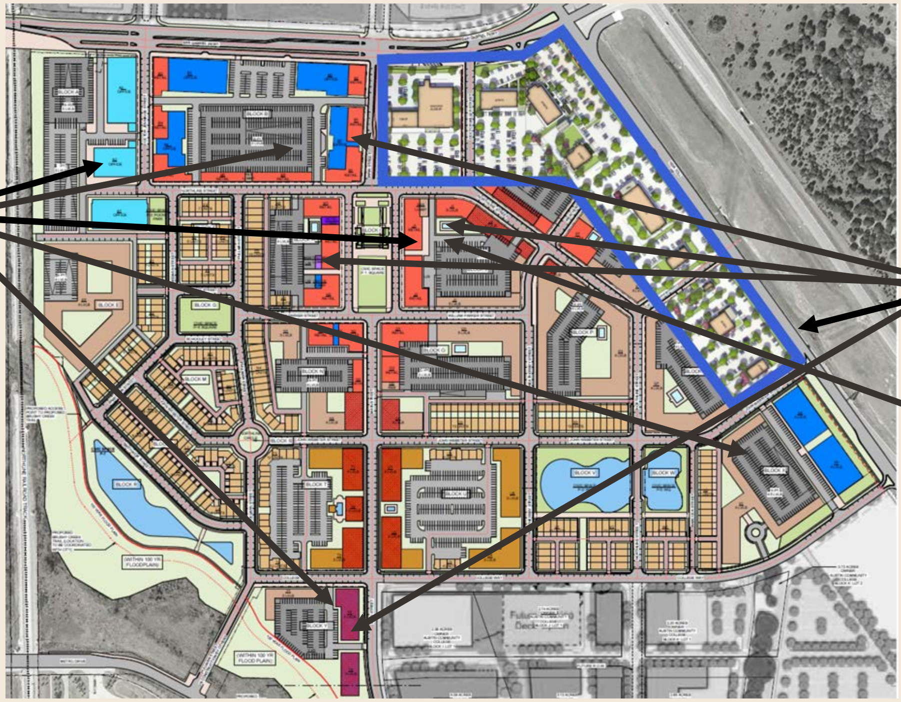
Northline is proposing that the entire Northline property serve as the basis for the TIRZ reimbursements as recommended by City of Leander staff.

** Note that the reason for this transfer request is driven by the fact that CoL staff in late 2023 requested that the Endeavor Retail Area is removed from the Northline PUD rather than having the Northline PUD modified to allow for Endeavor's prospective uses as originally proposed. Northline also has additional public improvement costs within the Endeavor Retail Area that will serve that area's development, to include the CTRMA pass-through drainage and related infrastructure.

Northline Still Meeting Commercial Objectives from 2018

- CoL hired Urban3 in 2018 to present to City Council prior to CoL's approval of the Northline PUD and Northline Development Agreement.
- Urban3 provided CoL with a report (included in the exhibit to this presentation) showing development objectives using the DMSAS site plan design "at full build-out" of "nearly 300,000 square feet of retail space, more than 2,500 residential units, as well as a hotel, cinema, and over 850,000 square feet of office space."
- Note that these development objectives still to be met "at full build-out," which is to take 20+ years to materialize, but Northline's current plans intend to expedite this build out.
- With Northline's current plans, including Endeavor's site plan design with the Endeavor Retail Area, Urban3 Commercial objectives would be realized.

850,000+ SF of Office
(Located in Blocks A, B, J, X and/or Y)



300,000 SF of Retail
(Located in Blocks A, B, C, D, H, J, K, Q, X and/or Y)

Hotel
(Located in Block J)

Northline Still Meeting Commercial Objectives from 2018

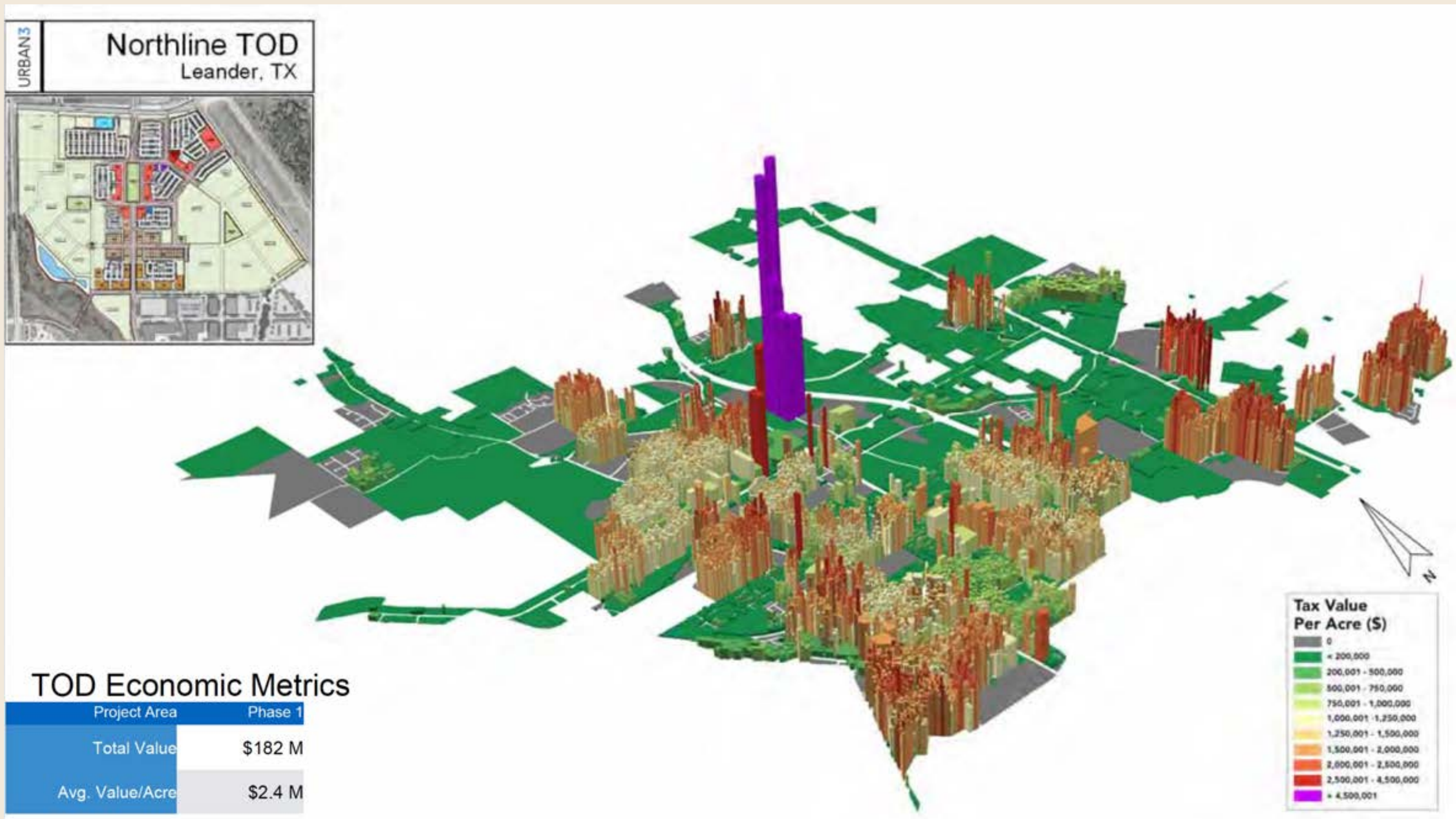
- Endeavor’s initial Retail project would deliver certain Urban3 Retail objectives, in an accelerated manner, which otherwise would have taken to the end of the 20+ year timeline. Specifically, the current Northline plan fast tracks a portion of those Retail amenities for the benefit of the CoL community and for the financial benefit to CoL with both property and retail sales tax revenues.
- Endeavor’s initial Retail project provides more property and sales tax revenue to CoL on an earlier timeframe than with the previous DMSAS plan phased approach.
    - Please refer to Endeavor’s projected property and sales tax generation over a 10-year period in Endeavor’s presentation materials.
- Urban3’s Commercial objective would be achieved even with a loss of developable acres within Northline given the requirement to construct a 2nd water quality wet pond within the project area (as referenced earlier due to the renegotiation with ACC).

FORMER PLAN

CURRENT PLAN

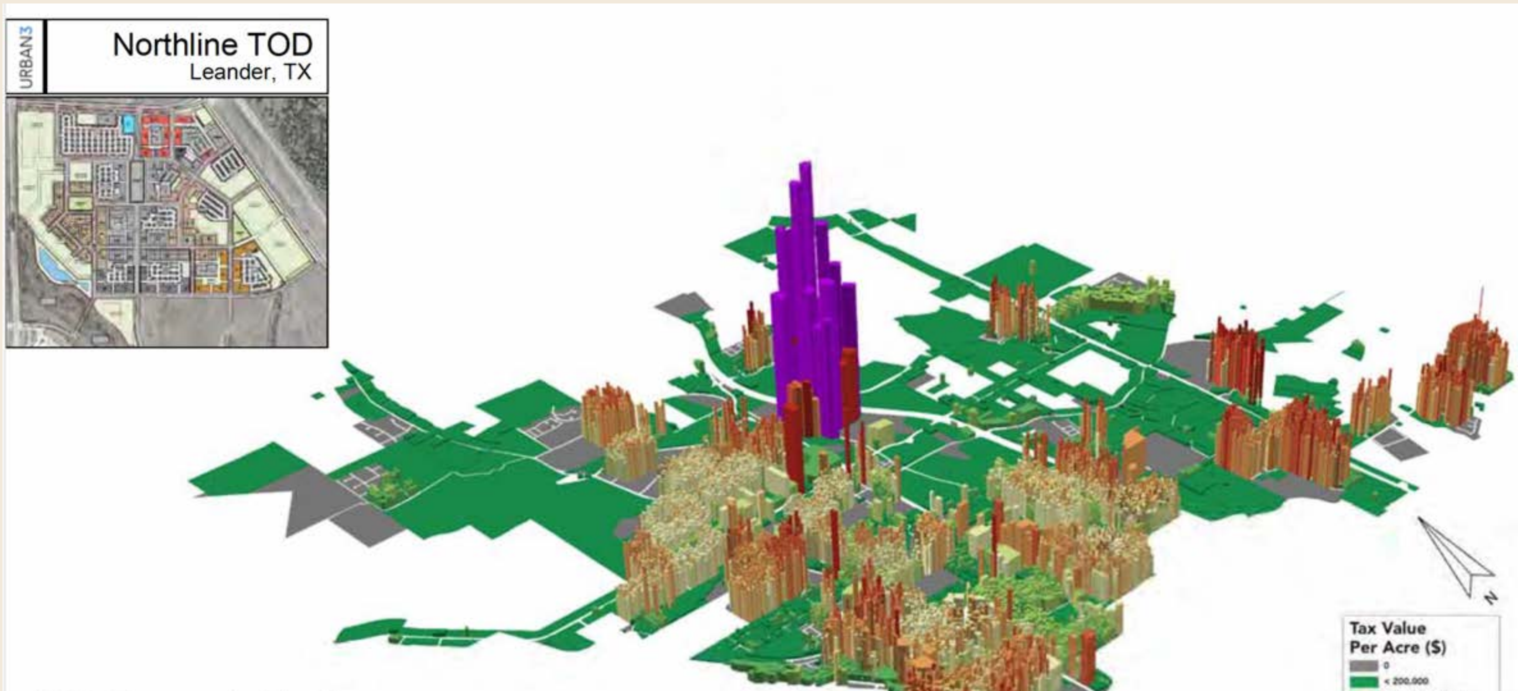
Northline Still Meeting Commercial Objectives from 2018 – Phase 1

- Urban3 Projections from 2018 – Phase 1 Value of $182M (currently, Northline is well over ½ this value).



Northline Still Meeting Commercial Objectives from 2018 – Phase 2

- Urban3 Projections from 2018 – Phase 2 Value of $367M.

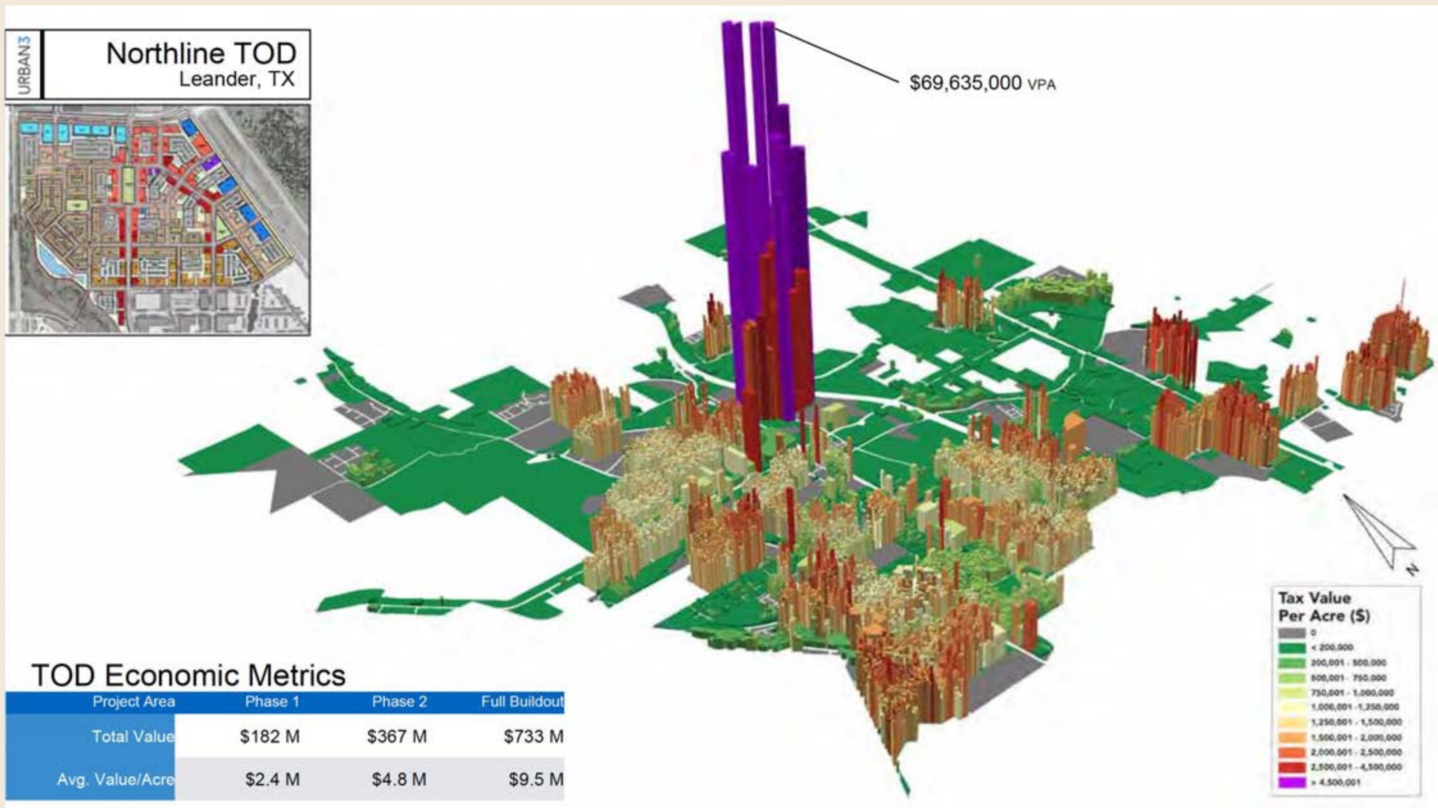


TOD Economic Metrics

Project Area	Phase 1	Phase 2
Total Value	$182 M	$367 M
Avg. Value/Acre	$2.4 M	$4.8 M

Northline Still Meeting Commercial Objectives from 2018 – Full Buildout

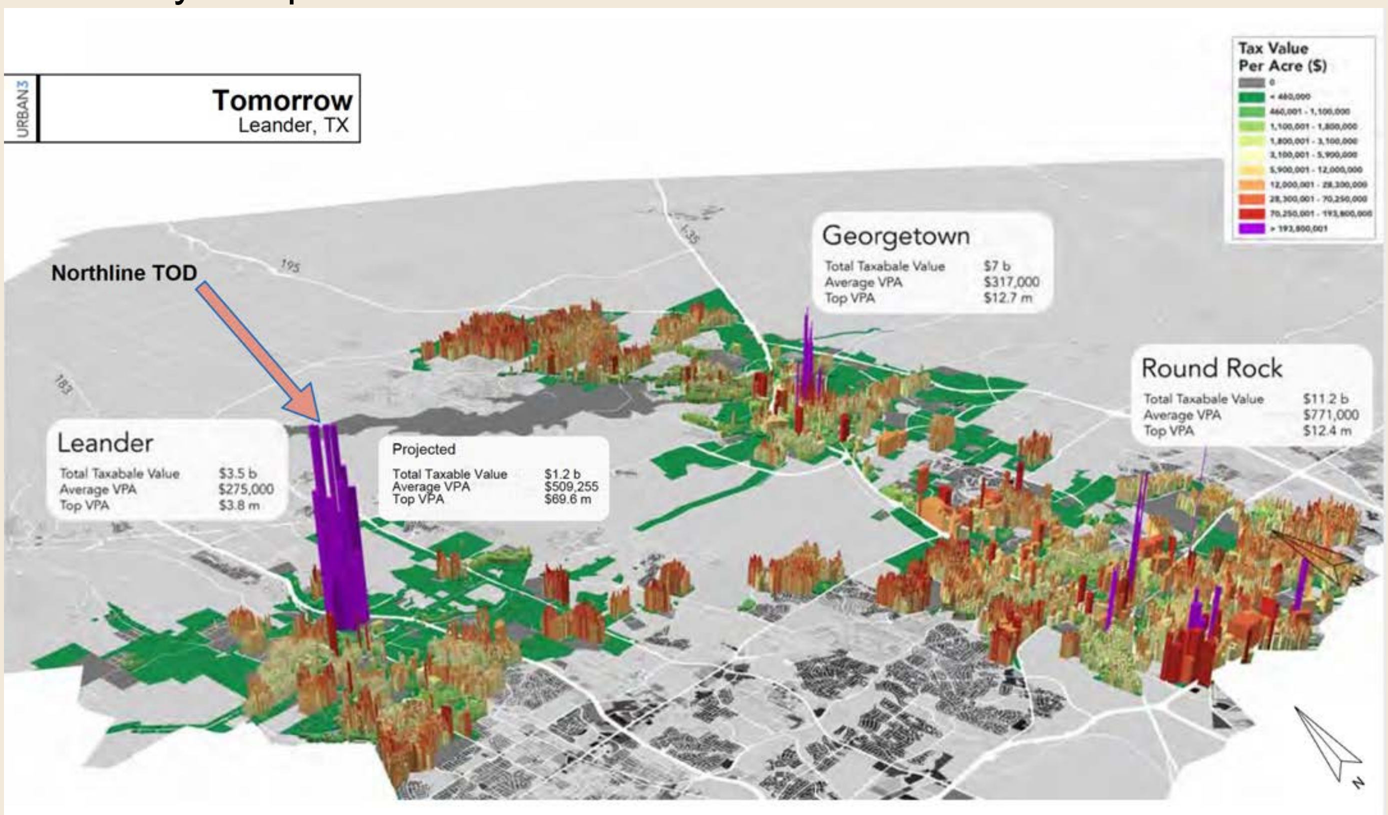
- Urban3 Projections from 2018 – Full Buildout Value of $733M (projected in 2018 after 20+ years); current projects are to reach this valuation in 2032 if all builds out as planned and to reach $1B in value in 2040.



Project Area	Phase 1	Phase 2	Full Buildout
Total Value	$182 M	$367 M	$733 M
Avg. Value/Acre	$2.4 M	$4.8 M	$9.5 M

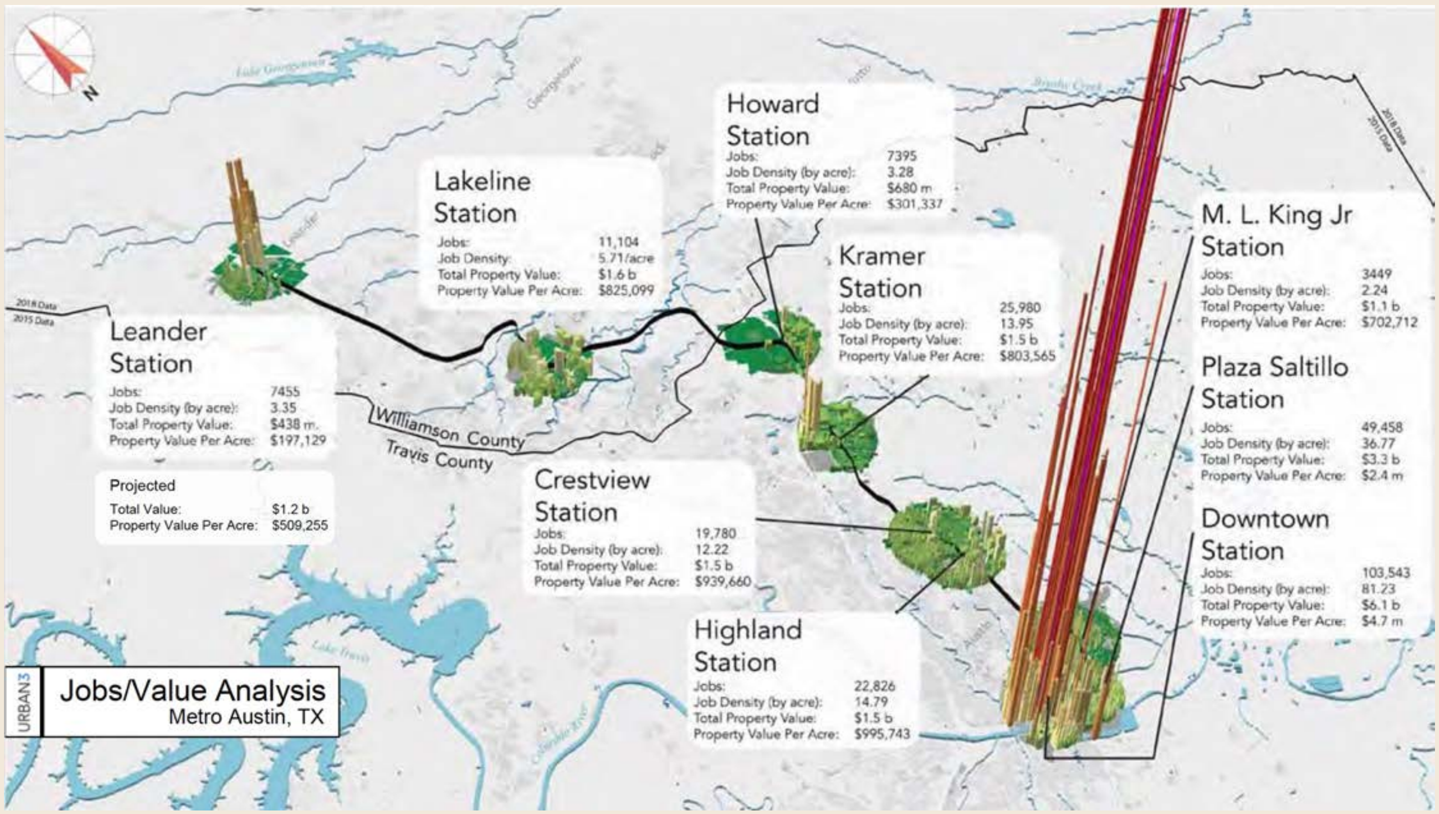
Northline Still Meeting Commercial Objectives from 2018 – Full Buildout

- Urban3 Projections from 2018 – Full Buildout Value of $733M (projected in 2018 after 20+ years) – Williamson County comparison.



Northline Still Meeting Commercial Objectives from 2018 – Full Buildout

- Urban3 Projections from 2018 – Full Buildout Value of $733M (projected in 2018 after 20+ years) – CapMetro Rail Station comparison.



Why Northline's Request Is Merited

- Northline, in good faith, has put more than $27M at risk so far for just the cost to construct public horizontal infrastructure improvements (and is about to complete Phase 1.3 and build out additional civic spaces in the near term), not including other costs (such as loan costs, property taxes, and other operations costs) whereby these improvements are CoL owned assets, in order to facilitate the original intent of the agreement between the parties and to stay ahead of vertical project market demand.
  - Northline has constructed the vast majority of these CoL improvements with significant debt in a high interest-rate environment (resulting in substantial carrying costs for both the debt and development/transactional delays).
- Endeavor's initial Retail plan expedites the Retail for Northline to the benefit of all parties – as attempting to one-off Retail projects to reach the 300,000 Retail square foot objective over time (with groups like The Hub) was both a challenge and would take significantly longer time to achieve.
  - Endeavor's initial Retail phase nearly achieves the Gibbs' analysis of 118,500 square feet of Retail potential, which is to be delivered in the next 2 years.
- Endeavor's initial Retail phase obtains the critical Retail users that are ideal for a town center project – to include a grocer, restaurants, and other food & beverage and entertainment uses – many of which will not go into a mixed-use building in a suburban market as each requires to be in a single-story/single-use building with a specific number of adjacent surface parking spaces dedicated to their business in a manner that could not be built pursuant to the current PUD zoning, and so the current Northline plan addresses those Retail users in the only way that is market viable while still meeting the intent of the original development agreement objectives.
  - Note that even the Domain has areas of surface parking on the frontage after 20+ years for key retail users – Whole Foods and restaurants along the Mopac feeder.
- The initial Retail at Northline is a loss leader for the Northline development (see notes in the exhibit from 2017).
- Endeavor's Retail development, which is being fast tracked, will spur additional dense Commercial development within Northline and will activate the later phases in nearby blocks where the parking garages will be located.
- The Endeavor Retail Area will have less CoL streets to maintain (less cost for CoL).

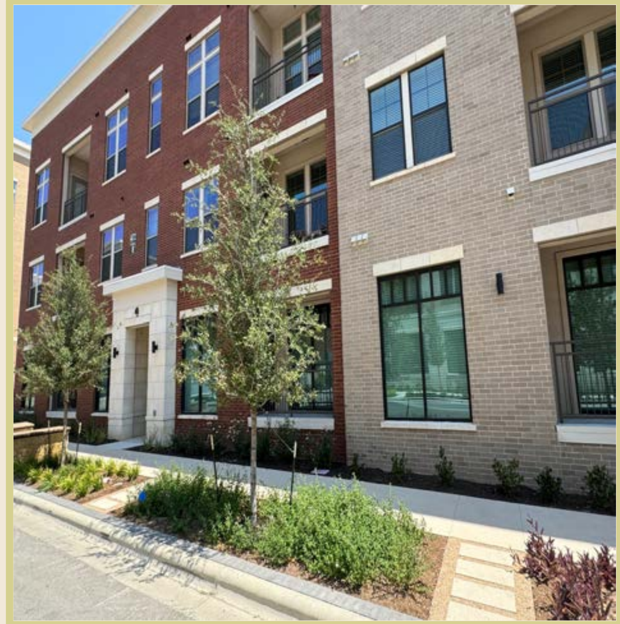
Why Northline's Request Is Merited

- Northline is not requesting anything more from The TIRZ Board, but simply needing additional time given the changes that have occurred since CoL's approval of the Northline Development Agreement. In exchange, Northline is providing CoL with ADDITIONAL benefits (consideration).

- Northline is providing CoL with MORE:
  - The assumption of maintenance obligations for public realm areas within Northline not regulated under the Northline Development Agreement that saves CoL ongoing maintenance costs in perpetuity (as the Development Agreement only requires Northline to maintain the civic spaces).
    - 2 water quality wet ponds (which Northline has been completing for the past year few years without an agreement in place).
    - Public streetscapes (which Northline has been completing since late 2023 without an agreement in place).
  - A reduced reimbursement cost with the removal of Dr. Miller Street's hard costs (as solely within the Endeavor Retail Area) representing a $588,575.18 reduction.
  - A few examples of post-constructed and post-accepted public horizontal infrastructure improvements that were re-done and a traffic study not required by the zoning that were completed at Northline's cost to satisfy new CoL staff (who are no longer with CoL at this time).

Why Northline's Request Is Merited

- Elevated standards of superior quality streetscapes and pedestrian-friendly building façade design for an enhanced walkability experience.



- A reduction to Multifamily development to multiple blocks within Northline, for Blocks A&B (where Office and Medical Office, along with ground-floor Retail, is planned) via a restriction in the zoning, along with removal of the potential for 4 Multifamily projects in the Endeavor Retail Area/Option Area, as Northline's Commercial, particularly Retail, footprint is expanded compared to Residential – in order to meet the CoL and County objectives for Commercial development.

Why Northline's Request Is Merited

- Coordination with CoL for Northline to use reclaimed water for its irrigation so that Northline can be represented as a prime example for water conservation/efficiency, along with Northline's contribution of $250,000 for the cost to bring reclaimed water to Northline from CoL's water treatment plant on Hero Way.
- Premier civic spaces to include Northline Circle (pending), Town Square, spaces around each water quality wet pond, Block F, etc.

Importance of the Request for the Benefit of All Parties

- It is critical for Northline that it is able to develop its Retail in the near term in a manner that generates the town center "place" or "destination" currently not present in Leander.
  - As highlighted earlier, none of the targeted Retail anchor users will go into a vertical mixed-use environment in a suburban market such as Leander and Endeavor's Retail plan has been curated for those users and designed specifically for those users.
- The Endeavor Retail plan is a complement to the overall Northline Master Plan and expedites development to bring all tax revenues sooner and this type of development will spur the Commercial density in Northline and around Northline (for additional tax benefits to CoL).
  - The DMSAS phasing plan is over a 20+ year period where Retail gets phased in over time whereas Endeavor's Retail plan will reach many of these Retail objectives in 2 years and is nearly meeting the Gibbs' Retail viability numbers with this initial Retail phase.

Why Now?

- We need to give Endeavor the direction to move forward on Northline now.
- The timing now is ideal as Retail is the real estate product type in favor with new development, assuming the land cost is right, and Northline is trying to keep the land value at a place where the Retail anchors, as loss leaders, can still make a project viable.
- Northline is now a few years into its development process and we have the Best-In-Class development partner in Endeavor, who developed well over ½ of Cedar Park's Retail (along with other notable mixed-use projects in Central Texas), ready to develop Northline's Retail at an accelerated plan for multiple Northline blocks at once (that will generate significant ad valorem and sales tax benefits).
- Unlike past Northline development partners (Lincoln Property Company and The Hub), Endeavor already has its equity in place with its own closed fund and is active in the Leander market with Southbrook Station and Home Depot, which is a significant distinction.
- CoL has been working on its TOD for 20 years with no considerable substantial Commercial development to highlight to date and, if not executed by Endeavor, there most likely will not be a meaningful larger-scale Retail project in this TOD area for another substantive period of time.

Why Now?

- Northline has the right vertical development partners ready to make meaningful development progress during the next real estate cycle – 2025-2030 – in order to build out Northline's Commercial component as anticipated with St. John Properties for Office, Ryan Companies for Medical Office, a Hotel + Conference/Convention (with the CoL coordination), and Endeavor for Retail – as the former items are reliant upon the Retail development to make the "place" and provide for the important initial amenities for Northline.

ENDEAVOR

ST. JOHN PROPERTIES

RYAN

Thank You

Contact Information:

Alex Tynberg

Principal

t 512-496-5373

atynberg@tynberg.com

THE NORTHLINE PUD DEVELOPMENT AND REIMBURSEMENT AGREEMENT

This The Northline PUD Development and Reimbursement Agreement (this "**Agreement**") is entered into effective the date set forth below by and among the CITY OF LEANDER, TEXAS (the "**City**"); the LEANDER DEVELOPMENT AUTHORITY (the "**Authority**"); AREA LEANDER 1 LP, a Texas limited partnership (the "**Developer**"), and REINVESTMENT ZONE NUMBER ONE, CITY OF LEANDER, TEXAS (the "**Zone**"). The capitalized terms used in this Agreement have the meanings ascribed to them herein.

RECITALS:

WHEREAS, the City is a Texas home-rule municipal corporation;

WHEREAS, the Authority is a non-profit corporation formed pursuant to Subchapter D, Chapter 431, Texas Transportation Code, and the City Charter of the City;

WHEREAS, the Developer is a Texas limited partnership and owns approximately 115.7076 acres of property in Williamson County within the Zone and intends to develop the various tracts comprising the property as a mixed use commercial, office, retail, hotel, multifamily and residential development;

WHEREAS, the Zone is a tax increment reinvestment zone created pursuant to the authority of Chapter 311, Texas Tax Code, as amended (the "**Act**"), by Ordinance No. 06-02900 adopted by the City Council of the City (the "**City Council**") on September 7, 2006, as amended by subsequent ordinances adopted by the Zone and the City Council;

WHEREAS, the City, the Authority, the Developer, and the Zone are individually referred to as a "**Party**" and collectively as the "**Parties**;"

WHEREAS, the City executes this Agreement for limited purposes which are: (1) approving this Agreement as a contractual obligation of the Authority; (2) creating the Payment Account with respect to The Northline PUD Project (the "**Northline PUD Project Payment Account**") within the Tax Increment Fund and depositing the City Tax Increment Receipts and County Tax Increment Receipts into The Northline PUD Project Payment Account; (3) approving the use of funds in The Northline PUD Project Payment Account by the Authority to reimburse the Developer for The Northline PUD Project Costs; and (4) to hold the rights and obligations expressly set forth herein as rights and obligations of the City;

WHEREAS, the Zone, acting through its Board of Directors (the "**Board**") executes this Agreement for limited purposes which are: (1) approving this Agreement as a contractual obligation of the Authority; (2) approving the creation of The Northline PUD Project Payment Account within the Tax Increment Fund and approving the deposits into such account in the Tax Increment Fund of the City Tax Increment Receipts and County Tax Increment Receipts; (3) approving the use of funds in The Northline PUD Project Payment Account by the Authority to reimburse the Developer for The Northline PUD Project Costs; and (4) to hold the rights and obligations expressly set forth herein as rights and obligations of the Zone;

WHEREAS, the City created the Authority to oversee the design, construction, and installation of infrastructure and other projects, including The Northline PUD Projects, that benefit development within the Zone, subject to the terms and conditions of this Agreement;

WHEREAS, the City Council zoned the land within the Zone as the Leander Transportation Oriented Development District Planned Unit Development (the "**TODD PUD**");

WHEREAS, the City and the County have agreed that for the term of the Zone, fifty percent (50%) of their respective ad valorem taxes collected on the Captured Appraised Value of property within the Zone will be dedicated to the Zone;

WHEREAS, the percentages of the funds dedicated to the Zone specified in this Agreement will be deposited into The Northline PUD Project Payment Account in the Tax Increment Fund and will be made available to the Authority to reimburse the Developer for costs paid or incurred to design, construct, and install The Northline PUD Projects that are authorized by the Act and that implement the Project Plan as recommended by the Board and approved by the City Council, subject to the terms and conditions of this Agreement; and

WHEREAS, by this Agreement, the Authority is contracting with the Developer to design, construct, and install The Northline PUD Projects on the Property that implement the Project Plan;

NOW THEREFORE, for and in consideration of the above stated premises and the terms, conditions, and covenants set forth herein, the Parties contract, covenant, and agree as follows:

ARTICLE 1
INTRODUCTION

1.1 The Property. As of the Effective Date, the Developer owns approximately 115.7076 acres described on **Exhibit A** attached hereto. The Property is located within the Zone and is located in the TODD PUD.

1.2 Development of the Property. The Developer proposes to develop the Property in phases in accordance with the plans approved by the City.

1.3 Development Incentives. The Authority desires to promote development within the Zone by providing financial assistance for the design, construction, and installation of The Northline PUD Projects that have been approved in the Project Plan.

1.4 Requested Reimbursements. The Developer has requested the Authority reimburse the Developer for costs associated with the design, construction, and installation of those certain improvements for The Northline PUD Projects, including facilities for water, sewer, drainage, water quality, transportation, gas utility, electric utilities, and certain design enhancements described in

Article 4 and also defined herein as "The Northline PUD Projects" and that have been approved in the Project Plan.

1.5 Project Plan. The Board has recommended approval of, and the City Council has approved, a Project Plan that includes certain water, sewer, transportation, and other improvements identified in this Agreement as The Northline PUD Projects that are eligible under the Act for reimbursement from the Zone. The Authority finds that such improvements, The Northline PUD Projects described in Article 4, are authorized by the Act, are consistent with and included in the Project Plan, and are appropriate for reimbursement pursuant to this Agreement.

1.6 Benefits. The Developer will benefit from being reimbursed certain costs and by virtue of the improved feasibility for the current development of the Property, the financial benefit of the reimbursements, the City services that will be made available to the Property, and the predictability regarding the City's regulations applicable to development. The Authority, the Zone, and the City will benefit from the construction of The Northline PUD Projects, the development of the Property within the TODD PUD, the enhancement of land values in properties that will be served by The Northline PUD Projects, and resulting tax revenues that the City and the County will realize.

1.7 Consideration. The benefits to the Parties, plus the mutual promises expressed herein, are good and valuable consideration for this Agreement, the sufficiency of which is hereby acknowledged by the Parties.

1.8 Term. The term of this Agreement shall begin on the Effective Date and continue until the earlier of: (1) the date the Zone is terminated; or (2) the date on which the Developer has been reimbursed for The Northline PUD Project Costs up to the Maximum Reimbursement Amount as provided in this Agreement.

ARTICLE 2
DEFINITIONS

2.1 Applicable Regulations means (1) this Agreement; (2) all federal statutes and regulations, as amended; (3) all statutes and the Constitution of the State of Texas, as amended (including, but not limited to, Article III, Section 52-a of the Texas Constitution, Section 380.001 of the Texas Local Government Code, and Chapter 311 and Section 351.101 of the Texas Tax Code), as amended from time to time; (4) to the extent not in conflict with this Agreement, all other City ordinances, as amended, including but not limited to Ordinance No. 18-042-00, which created The Northline Planned Unit Development; and (5) all rules and regulations of the Texas Department of Transportation, as amended. With respect to the Gas Line Projects, Atmos Energy's, or its successor's, rules and regulations shall also govern design, construction, and acceptance of the Gas Line Projects. With respect to the Electric Utility Projects, PEC's and the other utility service providers', or their successors', rules and regulations shall also govern design, construction, and acceptance of the applicable components of the Electric Utility Projects.

2.2 Atmos Energy means Atmos Energy Corporation, its successors and assigns, or such other natural gas supplier for the Property.

2.3 Bonds shall be defined as set forth in the Development Agreement.

2.4 Captured Appraised Value means, for a taxing unit, the total taxable value of real property by the unit and located in the Zone for a given year less the total taxable value of real property taxable by the unit and located in the Zone for the year in which the Zone was created.

2.4 City Improvements means those certain public improvements identified in Exhibit B of the Development Agreement which shall be constructed by the City, and which are referred to in in the Development Agreement as the Public Improvements.

2.5 City Tax Increment Receipts means: 50% of the ad valorem taxes collected and received by the City on the Captured Appraised Value of the Property minus the Zone Administrative Expenses.

2.6 City TIRZ Agreement shall be defined as set forth in the Development Agreement.

2.7 County means Williamson County, Texas.

2.8 County Participation Agreement means the Amended Tax Increment Financing Agreement effective August 8, 2006, by and between the City and the County, as amended.

2.9 County Tax Increment Receipts means 50% of the ad valorem taxes collected and received by the County on the Captured Appraised Value of the Property minus the Zone Administrative Expenses.

2.10 Design Enhancement Projects means the Parks Projects.

2.11 Development Agreement means that certain Development Agreement for The Northline PUD between the City of Leander, Texas and Area Leander I, LLC dated effective June 15, 2018.

2.12 Drainage Projects means enclosed stormwater and drainage lines and systems and a water quality wet pond and other water quality facilities described in the construction plans approved by the City that are not included within the City Improvements. The water quality wet pond and other water quality facilities will be designed and constructed in accordance with the TCEQ in order to remove a minimum of 80% of the increase in Total Suspended Solids (**"TSS"**) and with this Agreement. The enclosed stormwater and drainage lines and systems will be designed in a manner that will allow stormwater from other properties to drain into such Projects as determined feasible and appropriate by the City Engineer and the Developer. The Parties will determine at either the site development or platting stage for the Property the sizing of the stormwater and drainage lines and systems for the purpose of accepting flows from land outside the Property. The Parties will cooperate in good faith to give effect to this Section.

2.13 Electric Utility Projects means electrical lines and systems through and within the parcels comprising the Property as described in construction plans approved by PEC and, to the extent required by Applicable Regulations, the City.

2.14 Estimated Costs for Each Category of The Northline PUD Projects means estimated costs to construct each category of The Northline PUD Projects. There are eight categories of The Northline PUD Projects, which are: (a) the Transportation Projects; (b) the Design Enhancement Projects; (c) the Drainage Projects; (d) the Water Projects; (e) the Sewer Projects; (f) the Gas Line Projects; and (g) the Electric Utility Projects.

2.15 Estimated Costs for the Design Enhancement Projects means the estimated costs for the Design Enhancement Projects which are set forth in **Exhibit B**.

2.16 Estimated Costs for the Drainage Projects means the estimated costs for the Drainage Projects which are set forth in **Exhibit B**.

2.17 Estimated Costs for the Electric Utility Projects means the estimated costs for the Electric Utilities Projects which are set forth in **Exhibit B**.

2.18 Estimated Costs for the Gas Line Projects means the estimated costs for the Gas Line Projects which are set forth in **Exhibit B**.

2.20 Estimated Costs for the Sewer Projects means the estimated costs of the Sewer Projects which are set forth in **Exhibit B**.

2.21 Estimated Costs for the Transportation Projects means the estimated costs of the Transportation Projects which are set forth in **Exhibit B**.

2.22 Estimated Costs for the Water Projects means the estimated costs for the Water Projects which are set forth in **Exhibit B**.

2.23 Gas Lines Projects means the extension of natural gas lines and systems through and within the parcels comprising the Property lines and systems through and within the parcels comprising the Property as described in construction plans approved by Atmos and, to the extent required by Applicable Regulations, the City.

2.24 Maximum Reimbursement Amount means the lesser of (1) the actual costs to design, construct, and install The Northline PUD Projects, or (ii) $12,509,000.00, reduced as provided in this Section. The Maximum Reimbursement Amount shall be reduced by an amount equal to the payments the Developer receives from the City pursuant to the Development Agreement in the form of Water Impact Fee Payments, Wastewater Impact Fee Payments, Permit Fee Payments, or one or more payments from the City for the Reimbursable Costs of the Water Improvements or the Reimbursable Costs of the Wastewater Improvements, as such terms are defined in the Development Agreement.

2.25 The Northline PUD Project Payment Account means a separate account established by the City and the Zone within the Tax Increment Fund for the deposit of the City Tax Increment Receipts and the County Tax Increment Receipts, and from which the Authority will reimburse the Developer for The Northline PUD Project Costs, up to the Maximum Reimbursement Amount as provided in this Agreement. The Northline PUD Project Payment Account is also referred to as The Northline PUD Fund.

2.26 The Northline PUD Projects means the improvements described in Article 4.

2.27 The Northline PUD Project Costs are defined in Article 5.

2.28 PEC means the Pedernales Electric Cooperative, or its successor suppliers of electrical service.

2.29 Parks Projects means the development and improvements of public parks within the Property as more particularly described in the Parkland Dedication and Recreation Improvement Work Plan for The Northline PUD to be approved by the Parks Director as provided in Ordinance No. 18-0042-00, which created The Northline Planned Unit Development, that are not included within the City Improvements.

2.30 Project Plan means that certain Project Plan and Reinvestment Zone Financing Plan as recommended by the Board of Directors of the Zone and approved by the City Council on October 5, 2006, and as modified by subsequent ordinances recommended for approval by the Board of Directors of the Zone and approved by the City Council.

2.31 Sewer Projects means the extension of sewer utilities located within the streets located within the Property that are not included in the City Improvements.

2.32 Tax Increment Fund means the tax increment fund required by the Act into which the ad valorem taxes levied and collected by the City and the County on the Captured Appraised Value is to be deposited.

2.33 TCEQ means the Texas Commission on Environmental Quality, or successor agency.

2.34 Transportation Projects means the construction of streets and associated drainage, sidewalks and sidewalk amenities, street trees and landscaping, street lighting, and traffic infrastructure adjacent to and through the Property that are not included within the City Improvements.

2.35 Water Projects means the extension of water lines and systems located within the streets located within the Property that are not included in the City Improvements.

2.36 Zone Administrative Expenses mean the administration costs set forth in the Project Plan.

ARTICLE 3
REPRESENTATIONS AND WARRANTIES

3.1 The City, the Authority and the Zone hereby certify, represent, and warrant to Developer that the City, the Authority and the Zone have full constitutional and lawful right, power and authority, under current applicable law, to execute and deliver and perform the terms and obligations of this Agreement, and all of the foregoing have been or will be duly and validly authorized and approved by all necessary City, Authority and Zone proceedings, findings, and actions. Accordingly, this Agreement constitutes the legal, valid, and binding obligation of the City, the Authority and the Zone, is enforceable in accordance with its terms and provisions, and does not require the consent of any other governmental authority.

3.2 Developer hereby certifies, represents, and warrants to the City, the Authority and the Zone that Developer has full constitutional and lawful right, power, and authority, under current applicable law, to execute and deliver and perform the terms and obligations of this Agreement, and all of the foregoing have been or will be duly and validly authorized and approved by all actions necessary. Accordingly, this Agreement constitutes the legal, valid, and binding obligation of Developer, is enforceable in accordance with its terms and provisions, and does not require the consent of any other authority or entity.

ARTICLE 4
THE NORTHLINE PUD PROJECTS

4.1 Northline PUD Projects. The Northline PUD Projects for which the Developer will be eligible for reimbursement, subject to the terms and conditions of this Agreement are: (a) the Transportation Projects; (b) the Design Enhancement Projects; (c) the Drainage Projects; (d) the Water Projects; (e) the Sewer Projects; (f) the Gas Line Projects; and (g) the Electric Utility Projects, further described in **Exhibit C**. It is further acknowledged that various components of The Northline PUD Projects may be constructed by or in cooperation with the owners of other properties that may be covered by separate Development and Reimbursement Agreements, and only the Developer's allocated cost of such shared or joint projects shall be included in The Northline PUD Projects for purposes of this Agreement. Completion of the design of the City Improvements may produce more detailed descriptions of the City Improvements, The Northline PUD Projects, the Water Improvements, and Wastewater Improvements, and such descriptions that are approved by the City Engineer and the Developer's engineer shall control to the extent of any conflict with descriptions of such improvements set forth in the Development Agreement, the City TIRZ Agreement, and herein; provided that in no event will the Maximum Reimbursement Amount be exceeded.

4.2 Subdivision Improvements. The subdivision improvements are all required water facilities, wastewater facilities streets, drainage facilities and other amenities and improvements that are required by regulatory authorities with jurisdiction over the Property to serve individual lots within the Property, and do not include The Northline PUD Projects, the Water Improvements, the Wastewater Improvements, or the City Projects. The Developer shall, at the Developer's expense, design, construct, and complete the Subdivision Improvements in accordance with the plans and specifications approved by the City, the Applicable Regulations, and good engineering practices.

ARTICLE 5
REIMBURSEMENT OF DISTRICT AT LEANDER PROJECT COSTS

5.1 The Northline PUD Project Costs. Subject to the terms of this Agreement, and the Developer's full and timely performance of, and compliance with, each of the requirements set forth in this Agreement, the Authority shall reimburse the Developer for The Northline PUD Project Costs as defined in Sections 5.2, 5.6, and 6.1 of this Agreement up to the Maximum Reimbursement Amount.

5.2 Reimbursements Not To Exceed Maximum Reimbursement Amount. The Authority's obligation to reimburse the Developer for The Northline PUD Project Costs shall not exceed the Maximum Reimbursement Amount. The Estimated Costs for each category of The Northline PUD Projects are set forth in **Exhibit B** to this Agreement. The Estimated Costs for each category of The Northline PUD Projects shall be adjusted for cost overruns and cost underruns. Cost underruns in any of The Northline PUD Projects may be used to offset cost overruns in one or more of the other of The Northline PUD Projects or any of the components of a category of The Northline PUD Projects. An amendment to this Agreement is not required to adjust estimated project costs to allow cost underruns in any of The Northline PUD Projects to be used to offset cost overruns in one or more of the other of The Northline PUD Projects or any component thereof. For example, assume that the actual cost to design, construct and install all of the Transportation Projects is \$1,838,000.00 and the Estimated Costs for all of the Transportation Projects is \$1,868,000.00. Under these assumptions, there would be a cost underrun of \$30,000 with respect to the Transportation Projects. Further, assume that the actual costs to design, construct and install all of the Drainage Projects is \$139,000.00 and the Estimated Costs for all of the Drainage Projects is \$109,000.00. Under these assumptions, there would be a cost overrun in the Drainage Projects of \$30,000. The cost underrun in the Transportation Projects of \$30,000 may be applied to offset the \$30,000 overrun in the costs of the Drainage Projects. In this example, the actual costs of the Drainage Projects of \$139,000.00 would be reimbursable under this Section 5.2; provided that the Maximum Reimbursement Amount is not exceeded.

5.3 The Northline PUD Project Payment Account. The City shall create and maintain The Northline PUD Project Payment Account as a separate and segregated account within the Tax Increment Fund, which shall be invested in the same manner as other municipal funds. The City shall not comingle The Northline PUD Project Payment Account with any other funds of the City and shall not allow The Northline PUD Project Payment Account to be used for any purposes except as provided by this Agreement.

5.4 Deposits. The City shall deposit all of the City Tax Increment Receipts and County Tax Increment Receipts from the Property into The Northline PUD Project Payment Account in April of each year for the period beginning on the Effective Date of this Agreement and ending on the earlier to occur of (a) the termination of the Zone; (b) The Northline PUD Projects Costs are reimbursed up to the Maximum Reimbursement Amount; or (c) the termination of this Agreement.

5.5 Annual Accounting. The Northline PUD Project Payment Account will be used to reimburse the Developer for The Northline PUD Project Costs. The City and the Authority shall provide to the Developer an annual accounting of all deposits into and disbursements from The Northline PUD Project Payment Account and shall otherwise maintain complete books and records with respect to such deposits and disbursements in accordance with generally accepted accounting principles as applied to Texas municipalities.

5.6 Reimbursement.

(a) Reimbursements to the Developer under this Agreement shall be subject to the following:

(1) No reimbursements shall be paid to the Developer until the City has received sufficient reimbursements under the City TIRZ Agreement to pay the amount of the debt service payments (principal and interest) actually paid by the City with respect to the Bonds and sufficient Tax Increment Funds are being deposited into The Northline PUD Fund to pay for the debt service payments for the Bonds due during the fiscal year in which the Tax Increment Funds are received.

(2) To the extent there are any remaining Tax Increment Funds deposited in The Northline PUD Fund available to be paid in excess of the amount of the current and accrued debt service on the Bonds paid to the City above under Section 5.6(a)(1), such excess funds shall be paid to Developer to reimburse the Developer for the reimbursable costs of The Northline PUD Projects up to the Maximum Reimbursement Amount. The determination of whether there are remaining Tax Increment Funds in The Northline PUD Fund to be paid to the Developer under this Agreement will be made by August 15th of each year, and payments of such excess funds shall be made by September 30th.

(3) It is expressly agreed that the obligation of the City, the Zone, and the Authority to make and approve payments to the Developer from The Northline PUD Fund shall terminate (a) if applications for site plans and/or building permits for not less than a total of 100,000 square feet of commercial and non-residential uses and not less than a total of 200 residential units within The Northline PUD have not been filed on or before the expiration of five (5) years after the Effective Date of this Agreement; or (b) if Certificates of Occupancy for not less than a total of 100,000 square feet of commercial and non-residential uses and not less than a total of 200 residential units within The Northline PUD have not been issued on or before the expiration of six and one-half (6½) years after the Effective Date of this Agreement; or (c) if applications for site plans and/or building permits for not less than 200,000 square feet of commercial and non-residential uses and not less than a total of 400 residential units within The Northline PUD have not been filed on or before the expiration of eight (8) years after the Effective Date of this Agreement; or (d) if Certificates of Occupancy for not less than 200,000 square feet of commercial and non-residential uses and not less than a total of 400 residential units within The Northline PUD have not been issued on or before the expiration of nine and one-half (9½) years after the Effective Date of this Agreement. Non-residential units does not include multi-family units.

(4) It is acknowledged that portions of the land within The Northline PUD are located within properties that are subject to existing Development and Reimbursement Agreements with the TIRZ. Specifically, 47.5871 acres of the land within The Northline PUD are included in the land covered by that certain Development and Reimbursement Agreement for RB 270 Partnership dated October 6, 2011, recorded under Document No. 2011086121 of the Official Public Records of Williamson County, Texas, as affected by Addendum to Development and Reimbursement Agreement for RB 270 Partnership recorded under Document No. 2012030292 of the Official Public Records of Williamson County, Texas, and by Amended Addendum to Development and Reimbursement Agreement for RB 270 Partnership recorded under Document No. 2016010199 of the Official Public Records of Williamson County, Texas (the "**RB 270 TIRZ Agreement**"); which is subject to that certain Assignment of Partial Interest in Development Agreement effective as of January 24, 2018, between RB 270 Partnership, A Texas general partnership and AREA Leander 1 LP, a Texas limited partnership in which RB 270 Partnership assigns its right to receive a portion of its share of all amounts, payments, and credits due under the RB 270 TIRZ Agreement to the Developer (the "**RB 270 TIRZ Assignment**"); and 45.3395 acres of land within The Northline PUD are included in the land covered by that certain Development and Reimbursement Agreement for the Village at Leander Station dated October 6, 2011, with the Leander Development Authority, the City of Leander, and the Reinvestment Zone Number One, City of Leander, Texas, as modified and amended by Addendum to Development and Reimbursement Agreement for the Village at Leander Station dated March 15, 2012; by Amended Addendum to Development and Reimbursement Agreement for the Village at Leander Station dated January 23, 2014; and by Second Amended Addendum to Development and Reimbursement Agreement for the Village at Leander Station dated May 5, 2016, a copy of which Second Amended Addendum to Development and Reimbursement Agreement for the Village at Leander Station is recorded under Document No. 2016043754 of the Official Public Records of Williamson County, Texas (the "**TVI TIRZ Agreement**"). The City and Developer confirm and agree that the right to receive reimbursements from the TIRZ under both the City TIRZ Agreement and the this Agreement shall be subordinate and inferior to the rights to receive reimbursements under the RB 270 TIRZ Agreement, the RB 270 TIRZ Assignment, and the TVI TIRZ Agreement with respect to the Tax Increment Funds attributable to the portions of The Northline PUD that are subject to the RB 270 TIRZ Agreement, the RB 270 TIRZ Assignment, and the TVI TIRZ Agreement.

(5) It is the intent of the Parties that Developer shall be entitled to seek to enter other agreements with the TIRZ for reimbursement of the costs of other projects and improvements within The Northline PUD other than The Northline PUD Projects, subject to approval by the Zone, the Authority, and the City. Developer agrees that Developer's right to receive reimbursement under such subsequent agreements with the TIRZ shall be subordinate and inferior to the rights of the City to receive reimbursements under the City TIRZ Agreement. Developer further

confirms and agrees that Developer shall be entitled to receive reimbursement for such other projects and improvements under such subsequent agreements with the TIRZ shall be subject to and conditioned upon the completion and issuance of certificates of occupancy for at least 100,000 square feet of commercial and non-residential uses and at least 200 residential units within The Northline PUD.

(b) Upon completion and acceptance of each of The Northline PUD Projects, or any component thereof, and approval of such completion by the City (provided that in the case of case of a Gas Line Project, Atmos Energy shall approve completion), and that in the case of an Electric Utility Project, PEC shall approve completion of the electric and the providers of the other utility services shall approve completion if PEC or such providers require such approval for the provision of services), the Developer shall submit to the Authority evidence (in form reasonably acceptable to the Authority) of the actual costs paid or incurred by the Developer for the Project Costs to which the Developer is entitled to be reimbursed, which shall include any additional documentation reasonably required by the Authority to verify the amounts presented for reimbursement, for The Northline PUD Project Costs for which Developer is entitled to reimbursement. The Reimbursement Request for a Gas Line Project shall be accompanied by documentation from Atmos Energy that said Project has been completed and accepted by Atmos Energy and for an Electric Utility Project by documentation from PEC or the providers of the other utility services that said Project has been completed and accepted if PEC or such providers require such acceptance for the provision of services. The Developer shall keep records of all contracts, change orders, payment applications, and pay requests made in connection with the design and construction of The Northline PUD Projects.

(c) Upon receipt of a Reimbursement Request, the Authority shall have sixty (60) days to verify The Northline PUD Project Costs or to notify the Developer in writing of the Authority's objections to the Developer's Reimbursement Request. The failure of the Authority to notify the Developer in writing of the Authority's objections to the Developer's Reimbursement Request within sixty (60) days shall constitute verification of The Northline PUD Project Costs as presented by the Developer on the Reimbursement Request.

(d) If the Authority verifies (or is deemed to have verified) The Northline PUD Project Costs (the "**Verified Project Costs**") that Developer paid or incurred, then to the extent that funds are available in The Northline PUD Project Payment Account, the Authority shall reimburse the Developer for the Verified Project Costs within thirty (30) days of verification, subject to the terms and limitations set forth in Section 5.6(a) (the "**Initial Payment**").

(e) After an Initial Payment, to the extent that funds are available in The Northline PUD Project Payment Account and that the Verified Project Costs have not been reimbursed in an amount up to the Maximum Reimbursement Amount, then the Authority shall make payments to reimburse the Developer for such Verified Project Costs on or before September 30 of each year until the Verified Project Costs have been paid up to the Maximum Reimbursement Amount, subject to the terms and limitations set forth in Section 5.6(a).

(f) The parties to this Agreement acknowledge that the actual costs of designing, constructing and installing any of The Northline PUD Projects, or any component thereof, may be greater than or less than the Estimated Costs for such Project. The Developer's right to reimbursement under this Section 5.6 shall be equal to the Maximum Reimbursement Amount and shall not be limited to the Estimated Costs of each category of The Northline PUD Projects. The Estimated Costs of each category of The Northline PUD Projects may be adjusted as The Northline PUD Projects proceed, so that reimbursement amounts may be transferred from one category that is constructed for actual costs less than its Estimated Costs to another category that is constructed for actual costs greater than its Estimated Costs. At such time that the Developer submits a Reimbursement Request, the Developer may request an adjustment to the Estimated Costs of each category of The Northline PUD Projects, or any component thereof, and the Parties will cooperate to determine to which categories adjustments should be made.

5.7 The Northline PUD Project Payment Account. The Northline PUD Project Payment Account shall be used to reimburse The Northline PUD Project Costs in the order determined by the Developer, provided that the Developer notifies the City in writing of the desired order. When verified Project Costs in an amount equal to the Maximum Reimbursement Amount have been paid, the City may terminate The Northline PUD Project Payment Account, and use the City Tax Increment Receipts unencumbered by this Agreement, and the County may use the County Tax Increment Receipts unencumbered by this Agreement, subject to the terms of the City TIRZ Agreement.

5.8 Representation Regarding the Tax Increment Receipts. The City, the Authority, and the Zone each represent and warrant to the Developer that, to the best knowledge and belief of each of them, no person or entity has any right, title, or interest in the City Tax Increment Receipts and County Tax Increment Receipts, except as provided herein. Each of the City, the Authority, and the Zone further represent and warrant to the Developer that, to their best knowledge and belief, entering into this Agreement will not constitute a breach of or otherwise violate any agreement to which they are a party or by which they are bound.

5.9 Suspension of Reimbursements. Notwithstanding any other term or provision of this Agreement, no reimbursement shall be made to Developer at a time when Developer is delinquent in the payment of ad valorem taxes to either the City or the County. For so long as such delinquencies by Developer remain unpaid (including interest, penalties, and costs of collection), reimbursements by the Authority to Developer shall be suspended until the delinquencies are fully paid. This provision does not apply to ad valorem taxes that are due but not yet delinquent. A developer shall not be considered "delinquent" if exercising its rights to protest valuation.

ARTICLE 6
PROJECT COSTS; ENGINEERING REQUIREMENTS

6.1 The Northline PUD Project Costs means all costs of acquisition, design, development, installation, and construction for each of The Northline PUD Projects, and each of the components thereof, including, but not limited to the following:

(a) hard construction costs;

(b) surveying costs;

(c) the cost of soils and materials testing;

(d) engineering and other professional fees relating to the Project;

(e) any other necessary and reasonable out-of-pocket costs expended by the Developer in connection with the design, development, construction, and installation of The Northline PUD Projects;

(f) all payments arising under any contracts entered into for the design or construction of The Northline PUD Projects; and

(g) plan review, approval, and inspection fees paid to any governmental agency having jurisdiction to review the plans and construction of The Northline PUD Projects that are charged and paid for review and inspection of The Northline PUD Projects.

6.2 Developer Payment of Costs. All of The Northline PUD Project Costs shall be paid by the Developer as they become due. The Authority shall not bear any part or portion of such costs.

6.3 Developer Financing. The Developer may secure the financing for any or all of The Northline PUD Projects.

6.4 City Engineer Review.

(a) Prior to entering into a contract for construction of one or more of The Northline PUD Projects, or any component thereof, the Developer shall submit the contractors' proposals to the City Engineer for review, evaluation, and approval. The City Engineer shall review the proposals to determine whether the proposals are fair and balanced prior to the Developer awarding a construction contract for one or more of The Northline PUD Projects, or any component thereof. Any unbalanced or skewed proposals that appear to include costs for other infrastructure for The Northline PUD Development in the proposal for The Northline PUD Projects will be appropriately corrected or rejected by the City Engineer and the Developer. The City Engineer's decision to reject a proposal will not be made in an arbitrary or capricious manner. The Developer shall not award a contract that includes any of The Northline PUD Projects until the Developer has received the City

Engineer's written approval of the contractor's proposal, and expenditures made under such a contract prior to receiving the City Engineer's written approval will be disallowed. All utility construction must be unit price bids. The Parties acknowledge that The Northline PUD Projects may, in some cases, be built in conjunction with other improvements for The Northline PUD Development that are not subject to reimbursement under this Agreement, and may be constructed by the owners of other properties that are subject to a similar Development and Reimbursement Agreement. Developer will have each contract proposal separately identify or itemize the construction costs for any of The Northline PUD Projects and other improvements for The Northline PUD Development that are not The Northline PUD Projects.

(b) The City Engineer will timely review and approve all contracts for the construction of each of The Northline PUD Projects, or any component thereof, for compliance with the Applicable Regulations; provided that the selection of the contractor will be at the sole discretion of the Developer. The Developer will award all construction contracts.

(c) The Northline PUD Projects shall be designed and constructed in accordance with the plans and specifications approved by the City (or, with respect to the Gas Line Projects, the plans and specifications approved by Atmos Energy and with respect to the Electric Utility Projects, the plans and specifications approved by PEC or the other applicable utility service provider), the Applicable Regulations, and good engineering practices. The plans for the Gas Line Projects and the Electric Utility Projects shall be approved by the City to the extent, but only to the extent, such approval is required by the Applicable Regulations.

(d) Prior to approving a change order to a contract for construction of one or more of The Northline PUD Projects, the Developer shall submit the change order to the City Engineer for review, evaluation, and approval. The City Engineer shall review the change order to determine whether the change order is fair and balanced prior to the Developer approving the change order. Any unbalanced or skewed change orders that appear to include costs for other infrastructure for The Northline PUD Development in the proposal for The Northline PUD Projects will be appropriately corrected or rejected by the City Engineer and the Developer. The City Engineer's decision to reject a change order will not be made in an arbitrary or capricious manner. The Developer shall not approve a change order for a contract that includes any of The Northline PUD Projects until the Developer has received the City Engineer written approval of the change order, and expenditures made under such a change order prior to receiving the City Engineer's written approval will be disallowed.

(e) The actual Northline PUD Project Costs paid or incurred by the Developer will determine the amount reimbursed to the Developer pursuant to this Agreement; provided that the amount reimbursed to Developer shall not exceed the Maximum Reimbursement Amount. Contractors' invoices shall separately itemize the construction costs for each of The Northline PUD Projects and other improvements for The Northline PUD Development that are not The Northline PUD Projects.

6.5 City Engineer Responsibilities. The City Engineer will: (1) make recommendations to and advise the Authority on the award of construction contracts by the Developer; (2) review and make recommendations on the Reimbursement Requests; and (3) periodically inspect The Northline PUD Projects, and the various components thereof, during construction. No changes to the plans and specifications or change orders to the construction contracts pertaining to any of The Northline PUD Projects may be made without the written approval of the City Engineer. The City Engineer will reasonably cooperate with the Developer and the Developer's project engineer and will keep the Developer's project engineer fully advised of the City Engineer's findings regarding the bidding process and the construction of The Northline PUD Projects.

6.6 Record Drawings. Upon completion of construction of each of The Northline PUD Projects, and the components thereof, the Developer must provide the Authority with final, "record" drawings in a form approved by the City Engineer.

6.7 Required Certificates. Upon completion of construction of each of The Northline PUD Project, or component thereof, the Developer's engineer must provide the City with a certificate or completion certifying that the construction of The Northline PUD Project, or component, has been completed in accordance with the plans and specifications approved by the City Engineer and that the required "record" drawings have been provided. For a Gas Line Project, the Developer's engineer will also provide the City Engineer with documentation from Atmos Energy that Atmos Energy has accepted the Gas Line Project, and for an Electric Utility Project, documentation from PEC or the other applicable service providers that PEC or such other service providers have accepted the Electric Utility Project, if such acceptance is required for the provision of services.

6.8 Eligible Costs. The Developer will work and coordinate with the Authority and the City Engineer to assure that actual Northline PUD Project Costs are accurately and truly identified and agreed between the Parties as eligible for reimbursement under this Agreement.

ARTICLE 7
PLANS, SPECIFICATIONS, AND PERFORMANCE

7.1 Other Authority Agreements. The City and the Authority hereby further agree as follows:

(a) Permits. The City and the Authority will coordinate and facilitate the issuance of building, construction or other permits and approvals required for The Northline PUD Projects.

(b) Authorized Coordination. The Authority will, as appropriate, authorize the City Engineer to coordinate with the Developer's engineer in a timely manner on specific design requirements, plans, and specifications for The Northline PUD Projects.

(c) Plan Approval. The City Engineer shall review and approve, on behalf of the Authority, all plans for the construction of The Northline PUD Projects that are in compliance with the Applicable Regulations, except that the plans for construction of the Gas Line Projects shall be reviewed and approved by Atmos Energy, and the Developer shall provide the City with a copy of the approved construction plans, and the plans for construction of the Electric Utility Projects shall be reviewed and approved by PEC or the other applicable utility services providers if such review and approval is required for the provision of services.

(d) Required City Engineer Approvals. All approvals of The Northline PUD Projects and the plans and specifications therefore by the City Engineer shall be based on compliance with the Applicable Regulations and this Agreement, and no approvals shall be unreasonably denied, withheld, conditioned, or delayed.

7.2 Permits and Approvals. The City Engineer shall cooperate with the Developer as appropriate and take necessary, reasonable, and appropriate actions on a timely basis to assist the Developer in obtaining any permits, licenses, or other approvals from the City, the County, TxDOT, TCEQ, or any other regulatory authority required for the construction of The Northline PUD Projects.

7.3 Fill Materials. The Developer shall have the right, subject to the approval of the City Engineer, to remove soil and limestone required, if necessary, to construct and to use such materials as fill within the Property.

7.4 Submittal Review. The City Engineer shall conduct a timely review of all submittals by the Developer as each submittal is made, and the City and the Authority will review such submittals individually.

7.5 Project Acceptance.

(a) After completion of construction of each of The Northline PUD Projects, and each of the various components thereof, in accordance with the Applicable Regulations and this Agreement, the Developer will dedicate and the City Engineer shall approve and cause the acceptance of The Northline PUD Projects by the City in a timely manner.

(b) The Developer will grant the City, by subdivision plat or by separate instruments, easements free of any liens or encumbrances, or with such liens and encumbrances subordinated to the easement interests, as may be required for The Northline PUD Projects.

(c) Upon completion of a Gas Line Project, Developer will convey the Gas Line Project to Atmos Energy for ownership, maintenance, and operation.

(d) Upon completion of an Electric Utility Project, Developer will convey such Electric Utility Project to PEC or the other applicable utility service providers if PEC or such provider(s) require conveyance of such Electric Utility Project for the provision of services.

7.6 Perform Under Agreement. The City, the Authority, and the Zone agree to perform their respective duties and obligations under this Agreement in a timely manner, including reimbursement by the authority to the Developer of The Northline PUD Project Costs as provided by this Agreement.

7.7 Other Developer Agreements. The Developer hereby further agrees:

(a) Payment of Fees. To pay to the Authority, the Zone, and the City all fees and charges provided for or established by the Applicable Regulations for or with respect to the development of the Property, except as explicitly approved otherwise by the City;

(b) Dedication. Upon completion of each of The Northline PUD Projects, to dedicate to the City, for ownership, operation, and maintenance, The Northline PUD Projects described in Section 7.5(a) if constructed in substantial accordance with the Applicable Regulations; provided that upon completion of a Gas Line Project, the Developer shall dedicate the Gas Line Projects to Atmos Energy for ownership, operation and maintenance, and upon completion of an Electric Utility Project, the Developer shall dedicate the Electric Utility Project to PEC or the other applicable service provider if PEC or such other provider require dedication of such Electric Utility Project for the provision of services.

(c) Timely Coordination. To coordinate with the City Engineer with respect to specific design requirements and specifications and with respect to the review and approval by the City Engineer of the plans and specifications for The Northline PUD Projects in a timely manner;

(d) Timely Applications. To make, or cause the Developer's engineer to make, timely requests for reviews, approvals, and permits accompanied by documents, plans and specifications compliant with Applicable Regulations; and

(e) Perform Under Agreement. To perform in a timely manner all applicable duties and obligations of the Developer as provided in this Agreement.

7.8 Natural Resource Regulations. The Developer further agrees that The Northline PUD Projects will be constructed in compliance with the applicable state and federal natural resource and environmental laws, rules, and regulations. The Developer is not, however, responsible for water quality problems that are the result of surface water that originates outside the Property.

ARTICLE 8
EMINENT DOMAIN

The Authority agrees to cooperate and facilitate with the City for the City to provide reasonable use of all necessary City lands, rights-of-way, and easements and to provide further required easements or lands in fee simple as may be necessary for construction of The Northline PUD Projects, save and except for any such land and easements within the Property. It is acknowledged that there exists a public necessity for The Northline PUD Projects; that The

Northline PUD Projects will be Authority projects for the benefit of the Zone and the City; and that the Authority agrees to work, cooperate, and facilitate with the City to cause the City to use its power of eminent domain to acquire such lands or easements, if necessary. The Developer shall pay the reasonable costs of any eminent domain proceeding that is initiated under the terms of this Agreement.

ARTICLE 9
ASSIGNMENT

9.1 Assignment. The parties to this Agreement each bind themselves and their successors, executors, administrators and assigns to the other party of this Agreement and to the successors, executors, administrators, and assigns of such other party in respect to all the covenants of this Agreement. No successor, executor, administrator or assign is valid in the place of the parties to this Agreement without the written consent of the City and such consent shall not be unreasonably withheld. Notwithstanding the foregoing sentence, Developer may assign this Agreement to an affiliate, subsidiary or related party that is controlled by the Developer (the "**Assignee**"); provided that, in order for any assignment to be effective; (a) the assignment must be in writing and signed by both the Developer and the Assignee; (b) the assignment must specifically identify the rights, duties, and obligations assigned and assumed; (c) the Assignee must expressly assume and agree to perform all of the assigned duties and Obligations; and (d) one fully executed original of the assignment must be delivered to the City.

9.2 Memorandum of Agreement. The Parties agree to execute and record a "Memorandum of Agreement" regarding this Agreement, the form of which memorandum shall be determined by the City and Developer, and which shall be recorded within sixty (60) days after the date the execution of this Agreement. Upon termination of this Agreement, the Parties agree to execute and record an appropriate release of this Agreement. This Agreement shall be binding upon the Parties, their successors and assigns.

ARTICLE 10
DEFAULT; REMEDIES

10.1 Notice; Cure; Default. Notwithstanding anything herein to the contrary, no Party shall be deemed to be in default under this Agreement until the passage of sixty (60) business days after receipt by such Party of notice of default from the other Party (the "Cure Period"), which notice shall specify, in reasonable detail, the nature of the default. Upon the passage of the Cure Period without cure of the default, such Party shall be deemed to have defaulted for purposes of this Agreement; provided that, if the nature of the default is such that it cannot reasonably be cured within the Cure Period, the Party receiving the notice of default may during such Cure Period give the other Party written notice that it has commenced cure within the Cure Period and will diligently and continuously prosecute the cure to completion as soon as reasonably possible, and such written notice together with diligent and continuous prosecution of the cure shall extend the Cure Period for up to an additional ninety (90) calendar days so long as the cure is being diligently and continuously pursued during such time; and provided further that, if the cure cannot be reasonably accomplished within the additional ninety (90) calendar day period but the applicable facts, circumstances, and progress establish that a cure will be obtained within a reasonable period of time following the expiration of the ninety (90) calendar day period, the time for cure will be extended for an additional period of time as mutually agreed by the Parties (such agreement not to be unreasonably withheld); provided, further, that if a default is not cured within the applicable Cure Period, or, as applicable, written notice having been given and cure being commenced and diligently and continuously prosecuted, within the additional ninety (90) calendar days after the giving of the written notice, or, as otherwise applicable within the time mutually agreed by the Parties due to the defaulting Party not being able to obtain a cure within the additional ninety (90) calendar days after the defaulting Party gives written notice that it is commencing cure, then the non-defaulting Party may pursue the remedies set forth in this Agreement.

10.2 Remedies. If a Party is in default under this Agreement, the other Parties have available (to the maximum extent permitted by law) all remedies at law or in equity (including, but not limited to, injunctive relief, specific performance, and mandamus); however, no default by one Party shall constitute or be the basis for a default by a different Party, and no default by a Party shall: (1) entitle any Party to terminate this Agreement except as provided in Section 10.4; (2) entitle any Party to seek monetary damages; (3) relieve the City from its obligation to create and maintain The Northline PUD Project Payment Account within the Tax Increment Fund and to deposit therein the City Tax Increment Receipts and County Tax Increment Receipts; (4) relieve the Authority from its obligation to reimburse verified, completed Northline PUD Project Costs, subject to the terms, conditions, and limitations under this Agreement; or (5) relieve the Developer from complying with each requirement and obligation of the Developer under this Agreement.

10.3 Suspension of Reimbursements. In addition to the remedies set forth in this Article 10, notwithstanding the Cure Period, if the Developer is in default under this Agreement, and the Developer is or becomes entitled to reimbursement by the Authority for Northline PUD Project Costs in accordance with this Agreement, the Authority shall have the right, notwithstanding the Cure Period, upon 30 day's written notice to Developer, to suspend such reimbursements until the default has been cured.

10.4 Partial Termination. In addition to the remedies set forth in this Article 10, if a Party is in default under this Agreement, the Authority may partially terminate this Agreement as to any Northline PUD Project not then completed or under construction upon the condition that further written notice of the intent of the Authority to do so is given to the defaulting Party and to any lenders to or assignees of the defaulting Party that have been identified to the Authority and the lenders and assignees are given an additional ninety (90) days to cure the default.

10.5 Remedies Cumulative. The remedies described in this Article are in addition to and not in replacement of any other remedies at law or inequity that a Party may have as a result of any default under this Agreement.

10.6 Waiver of Immunity. Notwithstanding anything to the contrary herein, the City, the Authority, the Zone and the Developer hereby agree and acknowledge that this Agreement is subject to the provisions of Subchapter I of Chapter 271, Texas Local Government Code, as amended. The City, the Authority, and the Zone agree that their immunity from suit is waived for purposes of enforcing this Agreement or adjudicating a claim for breach of this Agreement.

ARTICLE 11
FORCE MAJEURE

11.1 Force Majeure. The term "**force majeure**" as employed herein shall mean and refer to acts of God; strikes, lockouts, or other industrial disturbances; defaults by contractors, suppliers or subcontractors; acts of public enemies, orders of any kind of the government of the United States, including, but not limited to, the State of Texas, Williamson County or the City of Leander, or any civil or military authority; insurrections; riots; epidemic; landslides; lightning, earthquakes; fires, hurricanes; storms, floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions; breakage or accidents to machinery, pipelines, or canals; delays in the issuance of any permit or approval; delays in required inspections; or other causes not reasonably within the control of the Party claiming such inability. The term "force majeure" will specifically include an attack by terrorists within the United States that results in a disruption of the financial markets for a period of more than one (1) week.

11.2 Notice of Force Majeure. If, by reason of force majeure, any Party hereto shall be rendered wholly or partially unable to carry out its obligations under this Agreement, then such Party shall give written notice of the full particulars of such force majeure to the other Parties within thirty (30) days after the occurrence thereof.

11.3 Suspension. The obligations of the Party giving such notice, to the extent affected by the force majeure, shall be suspended during the continuance of the inability claimed, except as hereinafter provided, but for no longer period, and the Party shall endeavor to remove or overcome such inability with all reasonable dispatch.

11.4 Settlement of Strikes. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the Party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require that the settlement be unfavorable in the judgment of the Party having the difficulty.

ARTICLE 12
NOTICES AND MISCELLANEOUS PROVISIONS

12.1 Written Notice. Any notice to be given hereunder by any Party to another Party shall be in writing and may be affected by personal delivery; by sending said notices by registered or certified mail, return receipt requested; by sending said notices by nationally recognized overnight delivery service; or by sending said notices by electronic mail or by facsimile, to the address set forth below, or such other person or address as a Party designates in writing. Notice shall be deemed given and received when received if by personal delivery; on the second business day after deposit in the mail, on the first business day after deposit with a nationally recognized overnight delivery service, or on the date of transmission if sent by electronic mail or by facsimile, provided a copy of said notice is deposited the same day in the mail or with an overnight delivery service as provided above. The addresses of the Parties are as follows:

If to the City:

City of Leander
Attn: City Manager
P.O. Box #319
200 West Willis Street
Leander, Texas 78646-0319
Facsimile: (512) 259-1605
Email: kcagle@leandertx.gov

If to the Authority:

Leander TIRZ
Leander Development Authority
P.O. Box #319
200 West Willis Street
Leander, Texas 78646-0319
Facsimile: (512) 259-1605
Email: dcrabtree@leandertx.gov

With required copy to:

The Knight Law Firm, LLP
223 W. Anderson Lane, Suite A-105
Austin, Texas 78752
Facsimile: (512) 323-5773
Email: Paige@cityattorneytexas.com

If to Developer:

AREA Leander 1 LP
Attn: Alex Tynberg, General Partner
2501 Tarryhill Place
Austin, Texas 78703
Facsimile: (512) 597-8897
Email: atynberg@tynberg.com

With required copy to:

R. Alan Haywood
Graves, Dougherty, Hearon & Moody
401 Congress Avenue, Suite 2200
Austin, Texas 78701
Facsimile: (512) 480-5631
Email: ahaywood@gdhm.com

If to the Zone:

Reinvestment Zone Number One, City of Leander, Texas
Attn: Board Chair
P.O. Box #319
200 West Willis Street
Leander, Texas 78646-0319
Facsimile: (512) 259-1605
Email: dcrabtree@leandertx.gov

12.2 Applicable Law and Venue. The interpretation, performance, enforcement and validity of this Agreement is governed by the laws of the State of Texas. Venue will be in a court of appropriate jurisdiction in Williamson County, Texas.

12.3 Entire Agreement. This Agreement contains the entire agreement of the parties. There are no other agreements or promises, oral or written, between the parties regarding the subject matter of this Agreement. This Agreement can be amended only by written agreement signed by the Developer, the City, the Zone, and the Authority.

12.4 Attorney Fees. A Party shall not be liable to another Party for attorney fees or costs incurred in connection with any litigation between the parties, in which a Party seeks to obtain a remedy from the other party, including appeals and post judgment awards.

12.5 Severability. If any provision of this Agreement is illegal, invalid, or unenforceable, under present or future laws, it is the intention of the parties that the remainder of this Agreement not be affected and, in lieu of each illegal, invalid, or unenforceable provision, a provision be added to this Agreement which is legal, valid, and enforceable and is as similar in terms to the illegal, invalid, or enforceable provision as is possible.

12.6 Waiver. Any failure by a Party to insist upon strict performance by the other party of any material provision of this Agreement will not be deemed a waiver of any other provision, and such Party may at any time thereafter insist upon strict performance of any and all of the provisions of this Agreement.

12.7 No Joint Venture. The terms of this Agreement are not intended to and shall not be deemed to create any partnership or joint venture among the parties. The City, the Zone, and the Authority, its past, present and future officers, elected officials, employees and agents, do not assume any responsibilities or liabilities to any third party in connection with the development of the Property. The City, the Zone, and the Authority enter into this Agreement in the exercise of its public duties and authority to provide for development of property within the City pursuant to its police powers and for the benefit and protection of the public health, safety, and welfare.

12.8 No Third Party Beneficiaries. This Agreement is not intended, nor will it be construed, to create any third-party beneficiary rights in any person or entity who is not a party, unless expressly provided otherwise herein, or in a written instrument executed by both the City and the third party. Absent a written agreement between the City and third party providing otherwise, if a default occurs with respect to an obligation of the City under this Agreement, any notice of default or action seeking a remedy for such default must be made by the Developer.

12.9 Exhibits, Headings, Construction. All schedules and exhibits referred to in or attached to this Agreement are incorporated into and made a part of this Agreement for all purposes. The paragraph headings contained in this Agreement are for convenience only and do not enlarge or limit the scope or meaning of the paragraphs. Wherever appropriate, words of the masculine gender may include the feminine or neuter, and the singular may include the plural, and vice-versa.

12.10 Counterparts. This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original, and all of which will together constitute the same instrument. This Agreement will become effective only when one or more counterparts, individually or taken together, bear the signatures of all of the parties.

12.11 Time. Time is of the essence of this Agreement. In computing the number of days for purposes of this Agreement, all days will be counted, including Saturdays, Sundays and legal holidays; however, if the final day of any time period falls on a Saturday, Sunday or legal holiday, then the final day will be deemed to be the next day that is not a Saturday, Sunday or legal holiday.

12.12 Authority for Execution. The City certifies, represents, and warrants that the execution of this Agreement is duly authorized and adopted in conformity with its City Charter and City ordinances. The Authority certifies, represents, and warrants that the execution of this Agreement is duly authorized and adopted in conformity with its bylaws and City Ordinances. The Zone certifies, represents, and warrants that the execution of this Agreement is duly authorized and adopted in conformity with its governing statute and City Ordinances. Developer hereby certifies, represents, and warrants that the execution of this Agreement is duly authorized and adopted in conformity with the articles of incorporation and bylaws or partnership agreement of each entity executing on behalf of Developer.

12.13 Anti-Boycott Verification. To the extent this Amendment and the Agreement constitute a contract for goods or services within the meaning of Section 2270.002 of the Texas Government Code, as amended, solely for purposes of compliance with Chapter 2270 of the Texas Government Code, and subject to applicable Federal law, the Developer represents that neither the Developer nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Owner (i) boycotts Israel or (ii) will boycott Israel through the term of this Amendment or the Agreement. The terms "boycotts Israel" and "boycott Israel" as used in this paragraph have the meanings assigned to the term "boycott Israel" in Section 808.001 of the Texas Government Code, as amended.

12.14 Iran, Sudan and Foreign Terrorist Organizations. To the extent this Amendment or the Agreement constitute a governmental contract within the meaning of Section 2252.151 of the Texas Government Code, as amended, solely for purposes of compliance with Chapter 2252 of the Texas Government Code, and except to the extent otherwise required by applicable federal law, Developer represents that Developer nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Developer is a company listed by the Texas Comptroller of Public Accounts under Sections 2270.0201, or 2252.153 of the Texas Government Code.

[signature pages follow]

EXECUTED as of this 28th day of August, 2018, and effective upon execution by all Parties (the "Effective Date").

CITY OF LEANDER, TEXAS

By: Troy Hill
TROY HILL, MAYOR

ATTEST:

Dara Crabtree
CITY SECRETARY

APPROVED AS TO FORM:

By: Paige Saenz
CITY ATTORNEY

DATE: 8-28, 2018

LEANDER DEVELOPMENT AUTHORITY

By: Kent Cagle
Name: Kent Cagle
Title: Board Chairman

AREA LEANDER 1 LP

By: Area One Properties, LLC, a Texas
limited liability company,
its General Partner

By: Alex Tynberg
Alex Tynberg, President

REINVESTMENT ZONE NUMBER ONE, CITY OF LEANDER

By: Kent Cagle
Name: Kent Cagle
Title: Board Chairman

EXHIBIT A

DESCRIPTION OF PROPERTY

115.7076 acres of land, more or less, comprised of those three (3) certain tracts of land containing 22.781 acres, more or less, out of the William Mancil Survey, Abstract No. 437 in Leander, Williamson County, Texas, more particularly described on **Exhibit A-1** attached hereto; 47.5871 acres, more or less, in the Talbot Chambers Survey, Abstract No. 125 in Leander, Williamson County, Texas, more particularly described on **Exhibit A-2** attached hereto; and 45.3395 acres of land, more or less, more or less, in the Talbot Chambers Survey, Abstract No. 125 in Leander, Williamson County, Texas, more particularly described on **Exhibit A-3** attached hereto.

4WARD Land Surveying
PO Box 90876
Austin, TX 78709
512.537.2384
jward@4wardls.com
www.4wardls.com

Legal Description

BEING A DESCRIPTION OF A TRACT OF LAND CONTAINING 47.5871 ACRES (2,072,892 SQUARE FEET) OUT OF THE TALBOT CHAMBERS SURVEY, ABSTRACT NO. 125, IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A CALLED 269.836 ACRE TRACT CONVEYED TO RB 270 PARTNERSHIP, RECORDED IN DOCUMENT NO. 2004036768 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.T.), SAID 47.5871 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND AS FOLLOWS:

BEGINNING, at a 1/2-inch iron rod with "Ward-5811" cap found in the curving east right-of-way line of Mel Mathis Boulevard (right-of-way varies), and being the southwest corner of a called 9.850 acre tract conveyed to Area Leander 1 LP, recorded in Document No. 2016069577 (O.P.R.W.C.T.) and being in the north line of said 269.836 acre tract, for the northwest corner and **POINT OF BEGINNING** hereof, from which a 1/2-inch iron rod with "Ward-5811" cap found at point of tangency in the east right-of-way line of said Mel Mathis Boulevard, and being in the west line of said 9.850 acre Area Leander 1 LP tract, bears, 24.13 feet along the arc of a curve to the right, having a radius of 999.00 feet, and whose chord bears N18°36'59"W, a distance of 24.13 feet;

THENCE, leaving the east right-of-way line of said Mel Mathis Boulevard, with the north line of said 269.836 acre RB 270 Partnership tract and the south line of said 9.850 acre Area Leander 1 LP tract, the following three (3) courses and distances:

1) **N70°42'41"E**, a distance of **938.70** feet to a 1/2-inch iron rod found for an angle point hereof,
2) **N70°36'57"E**, a distance of **53.16** feet to a 1/2-inch iron rod found for an angle point hereof, and
3) **N71°20'07"E**, a distance of **79.42** feet to a 1/2-inch iron rod found for the northeast corner hereof, said point being the southeast corner of said 9.850 acre Area Leander 1 LP tract, and being in the north line of said 269.836 acre RB 270 Partnership tract, and being in the west right-of-way line of US Highway 183A (400' right-of-way, conveyed in Document No(s). 2004068741 and 2004088731 (O.P.R.W.C.T.);

THENCE, leaving the north line of said 269.836 acre RB 270 Partnership tract, with the west right-of-way line of said US Highway 183A, over and across said 269.836 acre RB 270 Partnership tract, **S56°03'41"E**, passing at a distance of 524.73 feet a TxDOT Type II Brass Disc Monument with "CTRMA" stamp found, and continuing for a total distance of **1,299.85** feet to a 1/2-inch iron rod with "KHA" cap found for the southeast corner hereof, said point being the northeast corner of a called 100.000 acre tract, conveyed to Austin Community College District recorded in Document No. 2010030836 (O.P.R.W.C.T.), from which a TxDOT Type II Brass Disc Monument with "CTRMA" stamp found at a point of curvature in the west right-of-way line of said US Highway 183A, and being in the east line of said 100.000 acre Austin Community College District tract bears, S56°03'41"E, a distance of 724.81 feet;

THENCE, over and across said 269.836 acre RB 270 Partnership tract, with the north line of said 100.000 acre Austin Community College District tract, the following three (3) courses and distances:

1) **S33°55'23"W**, a distance of **371.76** feet to a 5/8-inch iron rod with aluminum "MWM" cap found for a point of curvature hereof,
2) **390.32** feet along the arc or a curve to the right, having a radius of **630.00** feet, and whose chord bears **S51°42'47"W**, a distance of **384.11** feet to a 5/8-inch iron rod with aluminum "MWM" cap found for a point of tangency hereof, and

3) **S69°24'42"W**, a distance of **1,157.38** feet to a 1/2-inch iron rod with "Ward-5811" cap set for the southwest corner hereof, said point being the northwest corner of said 100.000 acre Austin Community College District tract, and being in the east right-of-way line of said Mel Mathis Boulevard;

THENCE, over and across said 269.836 acre RB 270 Partnership tract, with the east right-of-way line of said Mel Mathis Boulevard, and the west line of the herein described tract the following two (2) courses and distances:

1) **N20°34'14"W**, a distance of **1,393.85** feet to a 1/2-inch iron rod with "Ward-5811" cap set for a point of curvature hereof, and
2) **22.41** along the arc of a curve to the right, having a radius of **999.00** feet, and whose chord bears **N19°55'40"W**, a distance of **22.41** feet to the **POINT OF BEGINNING**, and containing 47.5871 Acres (2,072,892 Square Feet) more or less.

NOTE:

All bearings are based on the Texas State Plane Coordinate System, Grid North, Central Zone (4203), all distances were adjusted to surface using a combined scale factor of 1.000138805545. See attached sketch (reference drawing: 00508 47 Acre Tract.dwg)

2/1/17

Jason Ward, RPLS #5811
4Ward Land Surveying, LLC

STATE OF TEXAS
REGISTERED
JASON WARD
5811
PROFESSIONAL
LAND SURVEYOR

EXHIBIT A-2

DOROTHY R. WINTERS EXEMPT FAMILY TRUST
WILLIAM MANCIL SURVEY, ASTRACT NO. 437
22.781 ACRES (992,343 SQ. FT.)

DESCRIPTION OF 22.781 ACRES (992,343 SQ. FT.) OF LAND SITUATED IN WILLIAMSON COUNTY, TEXAS, OUT OF THE WILLIAM MANCIL SURVEY, ASTRACT NO. 437, BEING A PORTION OF A 159.838 ACRE TRACT DESCRIBED IN A DEED OF RECORD TO DOROTHY R. WINTERS EXEMPT FAMILY TRUST IN DOCUMENT NO. 2014021295 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 22.781 ACRES (992,343 SQ. FT.), BEING TWO TRACTS OF LAND MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

TRACT 1:

BEGINNING at a 1/2" iron rod found in the easterly line of a 100 foot wide right-of-way for railroad purposes, quitclaimed to the City of Austin by deed of record in Volume 1417, Page 282, Official Records of Williamson County, Texas, same being the westerly line of said 159.838 Acre Tract, at the southwesterly corner of a 3.733 acre tract conveyed to Williamson County, Texas for street right-of-way purposes (San Gabriel Parkway – R.O.W. width varies) by deed of record in Document No. 2004068740, Official Public Records of Williamson County, Texas, for the northwesterly corner of the herein described tract;

THENCE over and across said 159.838 Acre Tract, with the southerly line of said 3.733 Acre Tract, same being the northerly line of the herein described tract the following two (2) courses:

1. N71°51'31"E, a distance of 261.37 feet to a 1/2" iron rod found;
2. N71°29'44"E, a distance of 843.54 feet to an iron rod with cap found at the most westerly corner of a 163 square foot tract conveyed to Williamson County, Texas for street right-of-way purposes (San Gabriel Parkway – R.O.W. width varies) by deed of record in Document No. 2010082651, Official Public Records of Williamson County, Texas;

THENCE N72°06'36"E, continuing over and across said 159.838 Acre Tract with the southerly line of said 163 square foot tract, same being the northerly line of the herein described tract, a distance of 81.22 feet to an iron rod with cap found in the westerly line of a 2.124 acre tract conveyed to Williamson County, Texas for street right-of-way purposes (San Gabriel Parkway – R.O.W. width varies) by deed of record in Document No. 2006066934, Official Public Records of Williamson County, Texas, at the southwesterly corner of said 163 Square Foot Tract;

THENCE continuing over and across said 159.838 Acre Tract with the westerly and southerly lines of said 2.124 Acre Tract, same being the northerly line of the herein described tract the following two (2) courses:

1. S16°45'56"E, a distance of 8.41 feet to a cotton spindle found at the southwesterly corner of said 2.124 Acre Tract ;
2. N69°57'17"E, a distance of 39.44 feet to an iron rod with G&R Cap set at the northwesterly corner of a 0.821 acre tract conveyed to The City of Leander, Texas for street right-of-way purposes (Mel Mathis Avenue – 80' R.O.W.) by deed of record in Document No. 2012077074, Official Public Records of Williamson County, Texas, for the northeasterly corner of the herein described tract;

THENCE continuing over and across said 159.838 Acre Tract with the westerly line of said 0.821 Acre Tract, same being the easterly line of the herein described tract the following two (2) courses:

1. S17°55'56"E, a distance of 420.33 feet to an iron rod with G&R Cap set at the point of curvature of a curve to the left;

2. Along said curve to the left, having a radius of 1079.00 feet, an arc length of 25.93 feet and a chord which bears S18°37'14"E, a distance of 25.93 feet to an iron rod with G&R Cap set in the northerly line of a 269.836 acre tract described in a deed of record to RB 270 Partnership in Document No. 2004036768, Official Public Records of Williamson County Texas, same being the southerly line of said 159.838 Acre Tract, for the southeasterly corner of the herein described tract;

THENCE with the southerly line of said 159.838 Acre Tract, same being in part the northerly line of said 269.836 Acre Tract and in part the northerly line of Lot 2, San Gabriel Park, a subdivision of record in Cabinet Y, Slides 364-367, Plat Records of Williamson County Texas, the following five (5) courses:

1. S70°42'59"W, a distance of 3.13 feet to an iron rod with G&R Cap set at the common northerly corner of said 269.836 Acre Tract and said Lot 2;

2. S71°12'01"W, a distance of 61.83 feet to a 1/2" iron rod found;

3. S69°02'16"W, a distance of 90.38 feet to a 1/2" iron rod found;

4. S70°43'16"W, a distance of 728.63 feet to a 1/2" iron rod found;

5. S70°11'21"W, a distance of 314.93 feet to a 1/2" iron rod found in the easterly line of said 100 foot wide right-of-way for railroad purposes and the westerly line of said 159.838 Acre Tract, for the southwesterly corner of the herein described tract;

THENCE N21°11'57"W, with the common line of said 100 foot wide right-of-way for railroad purposes and said 159.838 Acre Tract, a distance of 477.91 feet to the **POINT OF BEGINNING**, containing an area of 12.931 acres (563,261 sq. ft.) of land, more or less.

TRACT 2:

BEGINNING at a cotton spindle found in the westerly line of a 24.697 acre tract, conveyed to Williamson County, Texas for Highway 183-A right-of-way purposes (400' R.O.W.) by deed of record in Document No 2004068741, Official Public Records of Williamson County, Texas, for the northeasterly corner of the herein described tract;

THENCE S56°04'40"E, over and across said 159.838 Acre Tract, with the westerly line of said 24.697 Acre Tract, same being the easterly line of the herein described tract, a distance of 712.18 feet to a 1/2" iron rod found in northerly line of a 269.836 acre tract described in a deed of record to RB 270 Partnership in Document No. 2004036768, Official Public Records of Williamson County Texas, for the southeasterly corner of the herein described tract;

THENCE with the common line of said 159.838 Acre Tract and said 269.836 Acre Tract the following three (3) courses:

1. S71°18'14"W, a distance of 79.46 feet to a 1/2" iron rod found;

2. S70°37'32"W, a distance of 53.16 feet to a 1/2" iron rod found;

G&R SURVEYING, LLC
"Accurate by Design"

3. S70°42'59"W, a distance of 938.59 feet to an iron rod with G&R Cap set at the southeasterly corner of a 0.821 acre tract conveyed to The City of Leander, Texas for street right-of-way purposes (Mel Mathis Avenue – 80' R.O.W.) by deed of record in Document No. 2012077074, Official Public Records of Williamson County, Texas, for the southwesterly corner of the herein described tract;

THENCE leaving the common line of said 159.838 Acre Tract and said 269.836 Acre Tract and continuing over and across said 159.838 Acre Tract with the easterly line of said 0.821 Acre Tract, same being the westerly line of the herein described tract, the following two (2) courses:

1. Along a curve to the right, having a radius of 999.00 feet, an arc length of 24.05 feet and a chord which bears N18°37'19"W, a distance of 24.05 feet to an iron rod with G&R Cap set at the end of said curve

2. N17°55'56"W, a distance of 423.28 feet to an iron rod with G&R Cap set in the southerly line of a 2.124 acre tract conveyed to Williamson County, Texas for street right-of-way purposes (San Gabriel Parkway – R.O.W. width varies) by deed of record in Document No. 2006066934, Official Public Records of Williamson County, Texas, for the northwesterly corner of the herein described tract;

THENCE N69°57'17"E, continuing over and across said 159.838 Acre Tract with the southerly line of said 2.124 Acre Tract, same being the northerly line of the herein described tract, a distance of 115.16 feet to an iron rod with cap found at the southwesterly corner of a 0.808 acre tract conveyed to Williamson County, Texas for street right-of-way purposes (San Gabriel Parkway – R.O.W. width varies) by deed of record in Document No. 2010082651, Official Public Records of Williamson County, Texas;

THENCE continuing over and across said 159.838 Acre Tract with the southerly line of said 0.808 Acre Tract, same being the northerly line of the herein described tract, the following two (2) courses:

1. Along a curve to the left, having a radius of 1113.00 feet, an arc length of 444.24 feet and a chord which bears N59°35'56"E, a distance of 441.30 feet to an iron rod with cap found at the end of said curve;

2. N48°11'55"E, a distance of 93.35 feet to the **POINT OF BEGINNING**, containing an area of 9.850 (429,082 sq. ft.) acres of land, more or less, **FOR A TOTAL AREA OF 22.781 (992,343 SQ. FT.) ACRES OF LAND WITHIN TRACTS 1 AND 2.**

Phillip L. McLaughlin 07-19-16
Registered Professional Land Surveyor
State of Texas No. 5300

STATE OF TEXAS
REGISTERED
PHILLIP L. MCLAUGHLIN
5300
PROFESSIONAL
LAND SURVEYOR

Bearings are based on the Texas Coordinate System, NAD 83, Central Zone.

G&R Surveying Project No. 16240
ATTACHMENTS: 16240 GR-ALTA.DWG

EXHIBIT A-3

EXHIBIT " "

Talbot Chambers Survey, Abstract No. 125

Legal Description

BEING A DESCRIPTION OF A TRACT OF LAND CONTAINING 45.3395 ACRES (1,974,990 SQUARE FEET) OUT OF THE TALBOT CHAMBERS SURVEY, ABSTRACT NO. 125, IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF LOT 2, SAN GABRIEL PARK, A SUBDIVISION RECORDED IN CABINET Y, SLIDES 364-367 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS (P.R.W.C.T.), SAID 45.3395 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND AS FOLLOWS:

4WARD Land Surveying
PO Box 90876
Austin, TX 78709
512.537.2384
jward@4wardls.com
www.4wardls.com

BEGINNING, at a 1/2-inch iron rod found in the east right-of-way line of the Capital Metropolitan Transportation Authority Railroad (100' right-of-way), conveyed in Document No. 2000020773 of the Official Public Records of Williamson County, Texas (O.P.R.W.C.T.), being the southwest corner of a called 12.931 acre tract conveyed to Area Leander I, L.P. in Document No. 2016069577 (O.P.R.W.C.T.), and being the northwest corner of said Lot 2, for the northwest corner hereof, from which a 1/2-inch iron rod found at the intersection of the south right-of-way line of San Gabriel Parkway (right-of-way width varies), partially dedicated in Document No. 2004068740 (O.P.R.W.C.T.), and the east right-of-way line of said Railroad, bears N21°12'43"W, a distance of 477.90 feet;

THENCE, leaving the east right-of-way line of said Railroad, with the common line of said 12.931 acre tract and said Lot 2, the following four (4) courses and distances:

1) **N70°11'45"E**, a distance of **314.90** feet to a 1/2-inch iron rod found for an angle point hereof,
2) **N70°43'28"E**, a distance of **728.71** feet to a 1/2-inch iron rod found for an angle point hereof,
3) **N69°06'10"E**, a distance of **90.47** feet to a 1/2-inch iron rod found for an angle point hereof, and
4) **N71°06'42"E**, a distance of **61.67** feet to a 1/2-inch iron rod with "Ward-5811" cap set for the northeast corner hereof, being an angle point in the west right-of-way line of Mel Mathis Boulevard (right-of-way width varies), partially dedicated in Document No. 2014077239 (O.P.R.W.C.T.), and being the northeast corner of said Lot 2;

THENCE, with the west right-of-way line of said Mel Mathis Boulevard and the east line of said Lot 2, the following three (3) courses and distances:

1) **S20°36'40"E**, a distance of **1,117.48** feet to a 1/2-inch iron rod with "Ward-5811" cap set for an angle point hereof,
2) **S20°26'00"E**, a distance of **27.68** feet to a 1/2-inch iron rod with "Ward-5811" cap set for an angle point hereof, and
3) **S20°29'52"E**, a distance of **128.25** feet to a 1/2-inch iron rod with "Ward-5811" cap set for an angle point hereof;

THENCE, with the east line of said Lot 2, in part being the west right-of-way line of Mel Mathis Boulevard, and in part being the west line of a called 3.827 acre tract conveyed to the City of Leander, Texas in Document No. 2014005725 (O.P.R.W.C.T.), **S20°28'10"E**, a distance of **493.39** feet to a 1/2-inch iron rod with "Ward-5811" cap set for an angle point hereof, and being an angle point in the common line of said Lot 2 and said 3.827 acre tract;

THENCE, continuing with the common line of said Lot 2 and said 3.827 acre tract, the following seven (7) courses and distances:

1) **S22°49'04"E**, a distance of **50.01** feet to a 1/2-inch iron rod with "Ward-5811" cap set for an angle point hereof,

2) **S16°12'32"E**, a distance of **67.74** feet to a 1/2-inch iron rod with "Ward-5811" cap set for an angle point hereof,
3) **S21°18'20"E**, a distance of **61.32** feet to a 1/2-inch iron rod with "Ward-5811" cap set for an angle point hereof,
4) **S20°56'16"E**, a distance of **136.77** feet to a 1/2-inch iron rod with "Ward-5811" cap set for an angle point hereof,
5) **S21°13'59"E**, a distance of **70.93** feet to a 1/2-inch iron rod with "Ward-5811" cap set for an angle point hereof,
6) **S25°02'37"E**, a distance of **366.51** feet to a Mag nail with "4Ward Boundary" washer set for an angle point hereof, and
7) **S24°25'23"W**, a distance of **17.00** feet to a calculated point for southeast corner hereof, from which a 1/2-inch iron rod found for an angle point in the common line of said Lot 2 and said 3.827 acre tract bears S24°25'23"W, a distance of 33.09 feet;

THENCE, over and across said Lot 2, the following twenty-five (25) courses and distances:

1) **N50°07'41"W**, a distance of **60.74** feet to a calculated point for an angle point hereof,
2) **N73°38'59"W**, a distance of **66.59** feet to a calculated point for an angle point hereof,
3) **N01°56'09"E**, a distance of **123.08** feet to a calculated point for an angle point hereof,
4) **N57°13'47"W**, a distance of **201.97** feet to a calculated point for an angle point hereof,
5) **N26°00'29"W**, a distance of **171.59** feet to a calculated point for an angle point hereof,
6) **N54°28'17"W**, a distance of **188.91** feet to a calculated point for an angle point hereof,
7) **N64°34'23"W**, a distance of **73.26** feet to a calculated point for an angle point hereof,
8) **S70°35'47"W**, a distance of **116.88** feet to a calculated point for an angle point hereof,
9) **N85°17'49"W**, a distance of **101.63** feet to a calculated point for an angle point hereof,
10) **N64°04'31"W**, a distance of **40.75** feet to a calculated point for an angle point hereof,
11) **N23°03'16"W**, a distance of **40.58** feet to a calculated point for an angle point hereof,
12) **N23°06'23"E**, a distance of **108.63** feet to a calculated point for an angle point hereof,
13) **N38°35'17"W**, a distance of **36.64** feet to a calculated point for an angle point hereof,
14) **N82°04'13"W**, a distance of **84.65** feet to a calculated point for an angle point hereof,
15) **N67°25'14"W**, a distance of **33.59** feet to a calculated point for an angle point hereof,
16) **N28°42'54"W**, a distance of **32.70** feet to a calculated point for an angle point hereof,
17) **N66°18'33"W**, a distance of **60.73** feet to a calculated point for an angle point hereof,
18) **S58°21'10"W**, a distance of **86.21** feet to a calculated point for an angle point hereof,
19) **S46°19'59"W**, a distance of **131.18** feet to a calculated point for an angle point hereof,
20) **S57°26'06"W**, a distance of **63.53** feet to a calculated point for an angle point hereof,
21) **N80°03'30"W**, a distance of **169.03** feet to a calculated point for an angle point hereof,
22) **N51°26'55"W**, a distance of **123.90** feet to a calculated point for an angle point hereof,
23) **N35°13'10"W**, a distance of **149.36** feet to a calculated point for an angle point hereof,
24) **N18°38'44"W**, a distance of **183.61** feet to a calculated point for an angle point hereof,
25) **N32°05'59"W**, a distance of **222.61** feet to a calculated point for an angle point hereof, said point being in the east right-of-way line of said Railroad, and being in the west line of said Lot 2, from which a 1/2-inch iron rod with "Ward-5811" cap set in the common line of said Lot 2 and said Railroad, for the northwest corner of a called 0.548 acre right-of-way dedication conveyed in Document No. 2014003534 (O.P.R.W.C.T.), bears S21°06'14"E, a distance of 930.19 feet;

THENCE, with the east right-of-way line of said Railroad and the west line of said Lot 2, **N21°06'14"W**, a distance of **779.40** feet to the **POINT OF BEGINNING**, and containing 45.3395 Acres (1,974,990 Square Feet) more or less.

EXHIBIT B

ESTIMATED DEVELOPER COSTS OF THE NORTHLINE PUD PROJECTS – PHASE 1*

		NAME		*ESTIMATED COST*
1.	**WATER PROJECTS**			
	A.	Water lines and systems		$ 1,285,000.00
			TOTAL $	**1,285,000.00**
2.	**SEWER PROJECTS**			
	A.	Wastewater lines and systems		$ 1,375,000.00
			TOTAL $	**1,375,000.00**
3.	**DESIGN ENHANCEMENT PROJECTS - PARK PROJECTS**			
	A.	Central Town Square Park		$ 2,167,000.00
			TOTAL $	**2,167,000.00**
4.	**GAS LINE PROJECTS**			
	A.	Lines and system		$ 980,000.00
			TOTAL $	**980,000.00**
5.	**ELECTRIC UTILITY PROJECTS**			
	A.	Electrical lines and system		$ 2,550,000.00
			TOTAL $	**2,550,000.00**
NORTHLINE PROJECTS – PHASE 1 TOTAL				**$ 8,357,000.00**

* All costs shown are estimates and subject to change based upon the bidding process.

** Assumes building out only approximately ½ of San Gabriel Parkway from middle of Block B to 183A (comprising 1,121 linear feet), assumes 1 deceleration lane on 183A, and assumes the build out of Mel Mathis Avenue south of College Way only to address the installation of the bypass drainage within Mel Mathis and utility lines needed for the development of Northline blocks south of College Way, etc.

ESTIMATED COSTS OF THE
NORTHLINE PROJECTS – OPTIONAL PHASE 1***

	NAME		ESTIMATED COST
1.	**TRANSPORTATION PROJECTS**		
A.	Streets	$	500,000.00
B.	Traffic Infrastructure	$	68,000.00
C.	Sidewalks	$	245,000.00
D.	Street Trees and Landscaping	$	450,000.00
E.	Sidewalk Amenities	$	250,000.00
F.	Street Lighting	$	355,000.00
	TOTAL	**$**	**1,868,000.00**
2.	**DRAINAGE PROJECTS**		
A.	Drainage and Water Quality Infrastructure	$	109,000.00
	TOTAL	**$**	**109,000.00**
3.	**WATER PROJECTS**		
A.	Water lines and systems	$	408,000.00
	TOTAL	**$**	**408,000.00**
4.	**SEWER PROJECTS**		
A.	Wastewater lines and systems	$	437,000.00
	TOTAL	**$**	**437,000.00**
5.	**DESIGN ENHANCEMENT PROJECTS- PARK PROJECTS**		
A.	Civic Spaces	$	500,000.00
	TOTAL	**$**	**500,000.00**

6. GAS LINE PROJECTS

A.	Lines and system	$ 230,000.00
	TOTAL	**$ 230,000.00**

7. ELECTRIC UTILITY PROJECTS

A.	Electrical lines and system	$ 600,000.00
	TOTAL	**$ 600,000.00**

NORTHLINE PROJECTS – OPTIONAL PHASE 1 TOTAL **<u>$ 4,152,000.00</u>**

<u>* Optional Phase 1 refers to additional infrastructure that may be constructed during Phase 1 of The Northline PUD.</u>**

<u>NORTHLINE PROJECTS – PHASE 1 AND OPTIONAL PHASE 1 TOTAL</u> **<u>$ 12,509,000.00</u>**

EXHIBIT C
The Northline PUD Projects

The following, in connection with **Exhibit C-1**, is a general description of The Northline PUD Projects.

1. The remainder of the street, sidewalks, traffic infrastructure, street lighting, and street trees and landscaping, sidewalk amenities, and related improvements for portions of those streets located within Phase 1 and Optional Phase 1 (to the extent developed in Phase 1)* that are not included within the City Improvements.

2. The remainder of the drainage lines and related facilities and improvements located within the streets located within Phase 1 and Optional Phase 1 (to the extent developed in Phase 1), and the water quality pond and its related facilities and improvements that are not included within the City Improvements.

3. Water lines and related facilities and improvements located within the streets located within Phase 1 and Optional Phase 1(to the extent developed in Phase 1) that are not included within the City Improvements.

4. Wastewater lines and related facilities and improvements located within the streets located within Phase 1 and Optional Phase 1 (to the extent developed in Phase 1) that are not included within the City Improvements.

5. The remainder of the cost of the improvements to the central town square park (labeled as Civic Space P-1) located within Phase 1 and Civic Spaces P-4 and P-7 located in Optional Phase 1 that are not included within the City Improvements and short-term operation and maintenance costs for such park, and additional civic space.

6. All of the costs for the installation of natural gas and electric lines, systems, equipment and related facilities within Phase 1 and Optional Phase 1 (to the extent developed in Phase 1).

* Optional Phase 1 is reflected on **<u>Exhibit C-1</u>**.

EXHIBIT C-1

Exhibit C – Page 2 of 2

CITY OF LEANDER
PO BOX 319
LEANDER, TX 78646

From:
Dara Crabtree
City Secretary
(512) 528-2743
dcrabtree@leandertx.gov

STATE OF TEXAS	§	
	§	**CERTIFIED COPY**
COUNTY OF WILLIAMSON	§	

I, the undersigned, hereby certify the Amendment of the Northline PUD Development and Reimbursement Agreement is a complete, true and correct copy, as the same appears in the records of my office, and that said records are kept and maintained as official records of the City of Leander, Texas, a Texas political subdivision, and are kept in the offices of the City in its regular course of business.

I further certify that I am the City Secretary of the City of Leander, Texas, that I am the custodian of the records of the City, and that I have lawful possession and custody of its files and records.

In witness whereof, I have hereunto set my hand this 9 day of August, 2021.

Dara Crabtree
DARA CRABTREE, CITY SECRETARY

[Seal] 

AMENDMENT OF THE NORTHLINE PUD DEVELOPMENT AND REIMBURSEMENT AGREEMENT

This Amendment of The Northline PUD Development and Reimbursement Agreement (this "**Amendment**") is made, entered into, and effective as of the Effective Date, as defined below, by and among the CITY OF LEANDER, TEXAS, a home rule municipality (the "**City**"); the LEANDER DEVELOPMENT AUTHORITY, a non-profit corporation formed pursuant to *Subchapter D, Chapter 431, Texas Transportation Code,* and the *City Charter* of the City of Leander (the "**Authority**"); REINVESTMENT ZONE NUMBER ONE, CITY OF LEANDER, TEXAS, a legal entity created by the City pursuant to *Chapter 311, Texas Tax Code* (the "**Zone**"); and NORTHLINE LEANDER DEVELOPMENT COMPANY, LLC, a Texas limited liability company (the "**Developer**").

WHEREAS, the City executes this Amendment for the limited purposes of: (1) approving this Amendment as a contractual obligation of the Authority; (2) approving the use of the funds in The Northline PUD Project Payment Account by the Authority to reimburse the Developer for The Northline PUD Project Costs; and (3) to hold the rights and obligations expressly set forth herein as rights and obligations of the City;

WHEREAS, the Zone executes this Amendment for the limited purposes of: (1) approving this Amendment as a contractual obligation of the Authority; (2) approving the use of the funds in The Northline PUD Project Account by the Authority to reimburse the Developer for The Northine PUD Project Costs; and (3) to hold the rights and obligatons expressly set forth herein as rights and obligations fo the Zone; and

WHEREAS, Developer is the is the owner of approximately 115.7076 acres of the real property covered by the Agreement (as defined below), and is the successor-in-interest of AREA Leander 1, LP, a Texas limited partnership, having received an assignment of all of the Developer's right, title, and interest in and to all amounts, payments and credits due and payable to Developer under the Agreement with respect to the Property covered by the Agreement by Assignment of Developer's Interest in The Northline PUD Development and Reimbursement Agreement dated June 11, 2019, and recorded under Document No. 2019056973 in the Official Public Records of Williamson County, Texas.

Section 1. DEFINITIONS. Words and phrases used in this Amendment shall, if defined in the Agreement and not specifically modified in this Amendment, have the same definitions and meanings as provided in the Agreement.

Section 2. DEVELOPMENT AND REIMBURSEMENT AGREEMENT CONTROLLING. The terms, conditions, and provisions of The Northline PUD Development and Reimbursement Agreement dated effective August 28, 2018, by and among the City, the Authority, the Zone, and AREA Leander 1, LP (the "**Original Agreement**"), shall be and remain in full force and effect for all purposes, save and except as amended and modified below. Words and phrases used in this

Amendment shall, if defined in the Agreement and not specifically modified by this Amendment, shall have the definition and meaning as provided in the Agreement. The Original Agreement, as amended by this Amendment, is hereby referred to as the "**Agreement**".

Section 3. LIMITED PURPOSES OF AMENDMENT. The purposes of this Amendment are to amend the Original Agreement to provide that The Northline PUD Projects be amended to include the Subsequent Phases Projects (as hereinafter defined) and to increase the Maximum Reimbursement Amount to include the estimated costs of the Subsequent Phases Projects as well as increases in costs of the original The Northline PUD Projects resulting from changes in scope and design, on the terms, conditions, and limitations as provided in this Amendment.

Section 4. BENEFITS; CONSIDERATION. The Developer will benefit from being reimbursed certain additional costs and by virtue of the improved feasibility for the current development of the Property, the financial benefit of the reimbursements for the Subsequent Phases Projects, and the City services that will be made available to the Property. The Authority, the Zone, and the City will benefit from the construction of Subsequent Phases Projects, the full development of the Property within the TODD PUD, the increased enhancement of land values in properties that will be served by Subsequent Phases Projects, and resulting tax revenues that the City and the County will realize. The consideration for this Amendment are the foregoing benefits to the Parties, the mutual covenants, agreements, and promises set forth in this Amendment, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties.

Section 5. AMENDMENTS OF AGREEMENT. Accordingly, the Parties agree that effective as of August 5, 2021, the Original Agreement is amended as follows:

5.1 Subsequent Phases Projects. In addition to the original The Northline PUD Projects, and increases in the costs for such projects as identified and depicted on **Exhibit A** attached to this Amendment and made a part hereof as the Phase 1.1 - Infrastructure, Phase 1.1 San Gabriel Pkwy Improvements, and the Phase 1.1 183A/Weatherby Decel, the Subsequent Phases Projects for which the Developer will be eligible for reimbursement, subject to the terms and conditions of the Agreement, as amended hereby are: (a) the Subsequent Phases Transportation Projects; (b) the Subsequent Phases Design Enhancement Projects; (c) the Subsequent Phases Drainage Projects; (d) the Subsequent Phases Water Projects; (e) the Subsequent Phases Sewer Projects; (f) the Subsequent Phases Gas Line Projects; and (g) the Subsequent Phases Electric Utility Projects as identified and depicted on **Exhibit A** attached to this Amendment and made a part hereof as the Phase 1.2 - Blocks S/T/U, Phase 1.2 - Blocks L/M and C/D, and Phase 1.3 - Blocks A,B. Completion of the design of the Subsequent Phases Projects may produce more detailed descriptions of the Subsequent Phases Projects, and such descriptions that are approved by the City Engineer and the Developer shall control to the extent of any conflict with descriptions of such improvements set forth in Exhibit A; provided that in no event will the Maximum Reimbursement Amount be exceeded. The definition of The Northline PUD Project is amended to include the Subsequent Phases Projects.

5.2 Project Plan. The Board has or will recommended approval of, and the City Council has approved or will approve, a Project Plan that includes certain water, sewer, transportation, and other improvements identified in this Agreement as Subsequent Phases Projects that are eligible under the Act for reimbursement from the Zone. The Authority finds that the Subsequent Phases Projects are authorized by the Act, are consistent with and are or will be included in the Project Plan, and are appropriate for reimbursement pursuant to the Agreement.

5.3 Reimbursement of Subsequent Phases Costs. Subject to the terms of the Agreement, and the Developer's full and timely performance of, and compliance with, each of the requirements set forth in the Agreement, the Authority shall reimburse the Developer for The Northline PUD Project Costs up the Maximum Reimbursement Amount from The Northline PUD Project Payment Account. It is acknowledged that in addition to the Agreement, the City, the Authority, and Zone have entered into the City TIRZ Agreement. It is agreed that no reimbursements for The Northline PUD Projects Costs, including the costs of the Subsequent Phases Projects added to The Northline PUD Projects by this Amendment, shall be paid to the Developer until the City has received sufficient reimbursements under the City TIRZ Agreement to pay the amount of the debt service payments (principal and interest) actually paid by the City with respect to the Bonds and sufficient Tax Increment Funds are being deposited into The Northline PUD Fund to pay for the debt service payments for the Bonds due during the fiscal year in which the Tax Increment Funds are received. To the extent there are any remaining Tax Increment Funds deposited in The Northline PUD Fund available to be paid in excess of the amount of the current and accrued debt service on the Bonds paid to the City above, such excess funds shall be paid to Developer to reimburse the Developer for the reimbursable costs of The Northline PUD Projects up to the Maximum Reimbursement Amount as further provided in the Agreement.

(b) It is further acknowledged that portions of the land within The Northline PUD are located within properties that are subject to the existing RB 270 TIRZ Agreement and the TVI TIRZ Agreement. The Parties confirm and agree that the Developer's right to receive reimbursements from Zone for the The Northline PUD Project Costs, including the costs of the Subsequent Phases Projects added to The Northline PUD Projects by this Amendment, under the Agreement, shall continue to be subordinate and inferior to the rights of the Developer to receive reimbursements under the RB 270 TIRZ Agreement and the TVI TIRZ Agreement with respect to the Tax Increment Funds attributable to the portions of The Northline PUD that are subject to the RB 270 TIRZ Agreement and the TVI TIRZ Agreement, as further provided in Section 5.6(a)(4) of the Original Agreement.

5.6 Estimated Costs of The Northline PUD Projects. The Estimated Developer Costs of The Northline PUD Projects - Phase 1 and the Estimated Costs of the Northline Projects - Optional Phase 1 attached Exhibit B to the Agreement is hereby deleted in its entirety, and **Exhibit B** attached to this Amendment is substituted in the place and stead thereof. All references in the Agreement to "Exhibit B" shall mean and refer to **Exhibit B** attached to this Amendment.

5.7 Maximum Reimbursement Amount. Section 2.24 of the Agreement is amended to provide that the "**Maximum Reimbursement Amount**" shall mean the lesser of (1) the actual costs to design, construct, and install The Northline PUD Projects, or (ii) \$27,250,000.00, reduced as provided in Section 2.24 of the Agreement.

5.8 Termination of Reimbursement Obligation. Section 5.6(a)(3) of the Agreement is amended in its entirety to read as follows:

> It is expressly agreed that the obligation of the City, the Zone, and the Authority to make and approve payments to the Developer from The Northline PUD Fund shall terminate (a) if applications for site plans and/or building permits for not less than a total of 100,000 square feet of commercial and non-residential uses and not less than a total of 200 residential units within The Northline PUD have not been filed on or before the expiration of five (5) years after the Effective Date of this Agreement; or (b) if Certificates of Occupancy for not less than a total of 100,000 square feet of commercial and non-residential uses and not less than a total of 200 residential units within The Northline PUD have not been issued on or before the expiration of six and one-half (61/2) years after the Effective Date of this Agreement; or (c) if applications for site plans and/or building permits for not less than 200,000 square feet of commercial and non-residential uses and not less than a total of 400 residential units within The Northline PUD have not been filed on or before the expiration of eight (8) years after the Effective Date of this Agreement; or (d) if Certificates of Occupancy for not less than 200,000 square feet of commercial and non-residential uses and not less than a total of 400 residential units within The Northline PUD have not been issued on or before the expiration of nine and one-half (91/2) years after the Effective Date of this Agreement. Non-residential units does not include multi-family units. It is expressly agreed that the obligation of the City, Zone, and the Authority to make and approve payments to the Developer from The Northline PUD Fund to reimburse the costs of the Subsequent Phases Projects shall terminate (a) if applications for site plans and/or building permits for not less than a total of 600,000 square feet of commercial and non-residential uses and not less than a total of 800 residential units within The Northline PUD have not been filed with the City on or before August 27, 2027; or (b) if Certificates of Occupancy for not less than a total of 600,000 square feet of commercial and non-residential uses and not less than a total of 800 residential units within The Northline PUD have not been issued on or before February 27, 2029. The term non-residential uses does not include multi-family uses.

Section 6. Miscellaneous.

6.1 Entire Agreement. This Amendment, together with the Agreement, set forth the entire understanding of the parties and supersedes all prior agreements and understandings, whether written or oral, with respect to the subject matter hereof.

6.2 Binding Effect. The terms and provisions hereof shall be binding upon the Developer and its successors and assigns.

6.3 Counterparts. This Amendment may be executed in any number of counterparts, including, without limitation, facsimile counterparts, with the same effect as if the parties had signed the same document, and all counterparts will constitute one and the same agreement.

6.4 Anti-Boycott Provision. In accordance with Chapter 2270, Texas Government Code, the City may not enter into a contract with a company for goods and services unless the contract contains a written verification from the company that it: (a) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. The signatory executing this contract on behalf of the company verifies that Developer does not boycott Israel and will not boycott Israel during the term of this Agreement.

[separate signature pages follow]

EXECUTED as of this 5th day of August, 2021, and effective upon execution by all Parties (the "**Effective Date**").

LEANDER DEVELOPMENT AUTHORITY

By: C. Sederquist
Name: Christine Sederquist
Title: Mayor / Development Authority Board Chair

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this the 5th day of August, 2021, personally appeared Christine Sederquist, ____________, on behalf of the Leander Development Authority, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he/she executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

DEBORA PENBERG
Notary Public, State of Texas
Comm. Expires 07-01-2025
Notary ID 129469582

Debora Penberg
Notary Public - State of Texas

NORTHLINE LEANDER DEVELOPMENT COMPANY

By: Alex Tynberg

Alex Tynberg, President

THE STATE OF TEXAS §
§
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 5 day of August, 2021, by Alex Tynberg, as President of NORTHLINE LEANDER DEVELOPMENT COMPANY, LLC, a Texas limited liability company, on behalf of said limited liability company.

Dara Crabtree

NOTARY PUBLIC, State of Texas

DARA CRABTREE
Notary Public, State of Texas
Comm. Expires 09-23-2023
Notary ID 10273820

CITY OF LEANDER, TEXAS

By: C. Sederquist
Christine Sederquist, Mayor

ATTEST:

Dara Crabtree

Dara Crabtree, City Secretary

APPROVED AS TO FORM:

Paige Saenz, City Attorney

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this the 5th day of August, 2021, personally appeared Christine Sederquist, Mayor, on behalf of the City of Leander, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

DEBORA PENBERG
Notary Public, State of Texas
Comm. Expires 07-01-2025
Notary ID 129469582

Debora Penberg

Notary Public - State of Texas

REINVESTMENT ZONE NUMBER ONE, CITY OF LEANDER

By: C. Sederquist
Name: Christine / Sederquist
Title: Mayor / TIRZ Board Chair

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this the 5th day of August, 2021, personally appeared Christine Sederquist, ________, on behalf of the Reinvestment Zone Number One, City of Leander, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he/she executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

DEBORA PENBERG
Notary Public, State of Texas
Comm. Expires 07-01-2025
Notary ID 129469582

Debora Penberg
Notary Public - State of Texas

EXHIBIT A

DAVID M. SCHWARZ ARCHITECTS

LOT AREAS

NORTHLINE

EXHIBIT B

ESTIMATED DEVELOPER COSTS OF THE NORTHLINE PUD PROJECTS*

		NAME	*ESTIMATED COST*
1.	**WATER PROJECTS****		
	A.	Water lines and systems	**TOTAL $4,651,457**
2.	**SEWER PROJECTS**		
	A.	Wastewater lines and systems	**TOTAL $ 1,418,282**
3.	**DESIGN ENHANCEMENT PROJECTS**		
	A.	Town Square and other Civic Spaces	**TOTAL $ 350,000**
4.	**GAS LINE PROJECTS**		
	A.	Lines and system	**TOTAL $ 1,114,466**
5.	**ELECTRIC UTILITY AND TELECOM PROJECTS**		
	A.	Electrical lines and system	**TOTAL $ 5,842,542**
6.	**TRANSPORTATION PROJECTS**		
	A.	Streets	$3,724,963
	B.	Traffic Infrastructure	$ 522,736
	C.	Sidewalks	$2,242,558
	D.	Street Trees and Landscaping	$2,522,877
	E.	Sidewalk Amenities	$ 911,039
	F.	Street Lighting	$ 1,331,519
			TOTAL $11,255,692
7.	**DRAINAGE PROJECTS**		
	A.	Drainage and Water Quality Infrastructure	**TOTAL $2,617,561**

NORTHLINE PUD PROJECTS TOTAL $ 27,250,000.00

* All costs shown are estimates and subject to change based upon the bidding process.
** Water Costs include Reclaimed W ater. The Reclaimed Water subtotal is $1,328,977, including $250,000 of the cost to extend offsite reclaimed water infrastructure from the City's Wastewater Treatment Facility to the Northline site. Extension of the offsite reclaimed water infrastructure is subject to approval of a construction contract for such purposes by the City Council.

EXHIBIT B-1

ESTIMATED DEVELOPER COSTS OF THE NORTHLINE PUD PROJECTS – PHASE 1* ADOPTED WITH THE ORIGINAL AGREEMENT

	NAME		*ESTIMATED COST*
1.	**WATER PROJECTS**		
	A. Water lines and systems		$ 1,285,000.00
		TOTAL	**$ 1,285,000.00**
2.	**SEWER PROJECTS**		
	A. Wastewater lines and systems		$ 1,375,000.00
		TOTAL	**$ 1,375,000.00**
3.	**DESIGN ENHANCEMENT PROJECTS - PARK PROJECTS**		
	A. Central Town Square Park		$ 2,167,000.00
		TOTAL	**$ 2,167,000.00**
4.	**GAS LINE PROJECTS**		
	A. Lines and system		$ 980,000.00
		TOTAL	**$ 980,000.00**
5.	**ELECTRIC UTILITY PROJECTS**		
	A. Electrical lines and system		$ 2,550,000.00
		TOTAL	**$ 2,550,000.00**
NORTHLINE PROJECTS – PHASE 1 TOTAL			**$ 8,357,000.00**

* All costs shown are estimates and subject to change based upon the bidding process.

** Assumes building out only approximately ½ of San Gabriel Parkway from middle of Block B to 183A (comprising 1,121 linear feet), assumes 1 deceleration lane on 183A, and assumes the build out of Mel Mathis Avenue south of College Way only to address the installation of the bypass drainage within Mel Mathis and utility lines needed for the development of Northline blocks south of College Way, etc.

ESTIMATED COSTS OF THE
NORTHLINE PROJECTS – OPTIONAL PHASE 1***

		NAME		ESTIMATED COST
1.	**TRANSPORTATION PROJECTS**			
	A.	Streets	$	500,000.00
	B.	Traffic Infrastructure	$	68,000.00
	C.	Sidewalks	$	245,000.00
	D.	Street Trees and Landscaping	$	450,000.00
	E.	Sidewalk Amenities	$	250,000.00
	F.	Street Lighting	$	355,000.00
		TOTAL	**$**	**1,868,000.00**
2.	**DRAINAGE PROJECTS**			
	A.	Drainage and Water Quality Infrastructure	$	109,000.00
		TOTAL	**$**	**109,000.00**
3.	**WATER PROJECTS**			
	A.	Water lines and systems	$	408,000.00
		TOTAL	**$**	**408,000.00**
4.	**SEWER PROJECTS**			
	A.	Wastewater lines and systems	$	437,000.00
		TOTAL	**$**	**437,000.00**
5.	**DESIGN ENHANCEMENT PROJECTS- PARK PROJECTS**			
	A.	Civic Spaces	$	500,000.00
		TOTAL	**$**	**500,000.00**

6. GAS LINE PROJECTS

A.	Lines and system	$ 230,000.00
	TOTAL $	**230,000.00**

7. ELECTRIC UTILITY PROJECTS

A.	Electrical lines and system	$ 600,000.00
	TOTAL $	**600,000.00**

NORTHLINE PROJECTS – OPTIONAL PHASE 1 TOTAL $ 4,152,000.00

***** Optional Phase 1 refers to additional infrastructure that may be constructed during Phase 1 of The Northline PUD.**

NORTHLINE PROJECTS – PHASE 1 AND OPTIONAL PHASE 1 TOTAL $ 12,509,000.00

EXHIBIT C

The Northline PUD Projects

The following is a general description of The Northline PUD Projects.

1. The street, sidewalks, traffic infrastructure, street lighting, and street trees and landscaping, sidewalk amenities, and related improvements for portions of those streets located within The Northline PUD that are not included within the City Improvements.

2. The drainage lines and related facilities and improvements located within the streets located within The Northline PUD and the water quality ponds and their related facilities and improvements that are not included within the City Improvements.

3. Water lines and related facilities and improvements located within the streets located within The Northline PUD that are not included within the City Improvements.

4. Wastewater lines and related facilities and improvements located within the streets located within The Northline PUD that are not included within the City Improvements.

5. The remainder of the cost of the improvements to Town Square that are not included within the City Improvements.

6. All of the costs for the installation of natural gas and electric lines, systems, equipment and related facilities within Phase 1.1, Phase 1.2, Phase 1.3, and Town Square.

CE
City of Leander
PO Box 319
Leander, TX 78646

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS 2021122114

CERT Fee: $89.00
08/12/2021 11:32 AM DLAM

THE STATE OF TEXAS · WILLIAMSON COUNTY ·
Nancy E. Rister
Nancy E. Rister, County Clerk
Williamson County, Texas

**SECOND AMENDMENT OF THE NORTHLINE PUD
DEVELOPMENT AND REIMBURSEMENT AGREEMENT**

This Second Amendment of The Northline PUD Development and Reimbursement Agreement (this "**Amendment**") is made, entered into, and effective as of the Effective Date**,** as defined below, by and among the CITY OF LEANDER, TEXAS, a home rule municipality (the "**City**"); the LEANDER DEVELOPMENT AUTHORITY, a non-profit corporation formed pursuant to *Subchapter D, Chapter 431, Texas Transportation Code,* and the *City Charter* of the City of Leander (the **"Authority");** REINVESTMENT ZONE NUMBER ONE, CITY OF LEANDER, TEXAS, a legal entity created by the City pursuant to *Chapter 311, Texas Tax Code* (the "**Zone**"); and NORTHLINE LEANDER DEVELOPMENT COMPANY, LP, a Texas limited partnership (the "**Developer**"**).**

WHEREAS, the City executes this Amendment for the limited purposes of: (1) approving this Amendment as a contractual obligation of the Authority; (2) approving the use of the funds in The Northline PUD Project Payment Account by the Authority to reimburse the Developer for The Northline PUD Project Costs; and (3) to hold the rights and obligations expressly set forth herein as rights and obligations of the City;

WHEREAS, the Zone executes this Amendment for the limited purposes of: (1) approving this Amendment as a contractual obligation of the Authority; (2) approving the use of the funds in The Northline PUD Project Account by the Authority to reimburse the Developer for The Northine PUD Project Costs; and (3) to hold the rights and obligatons expressly set forth herein as rights and obligations fo the Zone; and

WHEREAS, Developer is the successor-in-interest of AREA Leander 1, LP, a Texas limited partnership (the "**Original Developer**"), having received an assignment of all of the Original Developer's right, title, and interest in and to all amounts, payments and credits due and payable to the Original Developer under the Agreement (as defined below) with respect to the Property covered by the Agreement by Assignment of Developer's Interest in The Northline PUD Development and Reimbursement Agreement dated June 2, 2022, and recorded under Document No. 2022069984 in the Official Public Records of Williamson County, Texas, from Northline Leander Development Company, LLC, a Texas limited partnership, which received an assignment of all of the Original Developer's right, title, and interest in and to all amounts, payments and credits due and payable to the Original Developer under the Agreement with respect to the Property covered by the Agreement by Assignment of Developer's Interest in The Northline PUD Development and Reimbursement Agreement dated June 11, 2019, and recorded under Document No. 2019056973 in the Official Public Records of Williamson County, Texas.

Section 1. DEFINITIONS. Words and phrases used in this Amendment shall, if defined in the Agreement and not specifically modified in this Amendment, have the same definitions and meanings as provided in the Agreement.

Section 2. DEVELOPMENT AND REIMBURSEMENT AGREEMENT CONTROLLING. The terms, conditions, and provisions of The Northline PUD Development and Reimbursement Agreement dated effective August 28, 2018, by and among the City, the Authority, the Zone, and AREA Leander 1, LP (the "**Original Agreement**"), as amended by Amendment of The Northline PUD Development and Reimbursement Agreement dated effective August 5, 2021, recorded under Document No. 2021122114 of the Official Public Records of Williamson County, Texas (the "**First Amendment**") shall be and remain in full force and effect for all purposes, save and except as amended and modified below. The Original Agreement, as amended by the First Amendment and by this Amendment, is hereby referred to as the "**Agreement**."

Section 3. LIMITED PURPOSES OF AMENDMENT. The purposes of this Amendment are to amend the Original Agreement to provide that The Northline PUD Projects be amended to reduce the Northline PUD Projects eligible for reimbursement, to extend the time to satisfy the development requirement conditions for the continued right to receive reimbursements, and to confirm and clarify that the boundaries of the Property (as defined in the Agreement) has not been changed as the result of the removal of approximately 16.08 acres of the Property from the boundaries of The Northline PUD.

Section 4. BENEFITS; CONSIDERATION. The Developer will benefit from having additional time to satisfy the development requirements for the continued right to receive reimbursements as the result of various changes in the market that have occurred since the date of the Agreement. The Authority, the Zone, and the City will benefit from the elimination of certain of The Northline PUD Projects that will reduce the Maximum Reimbursement Amount and allow the full development of the Property within the TODD PUD as originally contemplated that will increase the enhancement of land values of the Property and the resulting tax revenues that the City and the County will realize. The consideration for this Amendment are the foregoing benefits to the Parties, the mutual covenants, agreements, and promises set forth in this Amendment, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties.

Section 5. AMENDMENTS OF AGREEMENT. Accordingly, the Parties agree that effective as of ________________, 2024, the Original Agreement is amended as follows:

5.1 The Northline PUD Projects.

(a) The projects and improvements identified and depicted on **Exhibit A** attached to this Amendment and made a part hereof (the "**Removed Projects**") shall be removed and eliminated as part of The Northline PUD Projects for which the Developer will be eligible for reimbursement. The definition of The Northline PUD Projects, the Transportation Projects, the Designed Enhancement Projects, the Drainage Projects, the Water Projects, the Sewer Projects, the Gas Line Projects, and the Electric Utility Projects, are each hereby amended to delete the Removed Projects, or the applicable portions thereof.

(b) The Estimated Costs for each category of The Northline Projects after the deletion of the Removed Projects are as set forth on **Exhibit B** attached to this Agreement.

All references in the Agreement to "Exhibit B" shall mean and refer to **<u>Exhibit B</u>** attached hereto.

(c) Section 2.24 of the Agreement is hereby amended to provide that the "Maximum Reimbursement Amount" shall mean the lesser of (1) the actual costs to design, construct, and install The Northline PUD Projects, or (ii) $26,661,424.18, reduced as provided in Section 2.24 of the Agreement.

(d) The Developer acknowledges and agrees that the Board will recommend approval of and the City Council will approve an amendment to the Project removing the Removed Projects from the Project Plan.

5.2 <u>Termination of Reimbursement Obligation</u>. Section 5.6(a)(3) of the Agreement is amended in its entirety to read as follows:

It is expressly agreed that the obligation of the City, the Zone, and the Authority to make and approve payments to the Developer from The Northline PUD Fund shall terminate (a) if applications for site plans and/or building permits for not less than a total of 100,000 square feet of commercial and non-residential uses and not less than a total of 200 residential units within The Northline PUD have not been filed on or before August 27, 2023; or (b) if Certificates of Occupancy for not less than a total of 100,000 square feet of commercial and non-residential uses and not less than a total of 200 residential units within The Northline PUD have not been issued on or before August 27, 2026; or (c) if applications for site plans and/or building permits for not less than 300,000 square feet of commercial and non-residential uses and not less than a total of 400 residential units within the entirety of the 115.7076-acre Property have not been filed on or before August 27, 2029 (unless St. David's Hospital has commenced construction of the first phase of its hospital across San Gabriel Parkway from the Property by the end of 2025 and a Hotel project within the Property has provided applications for a site plan and/or building permit by July 1, 2028, in which case this requirement must be satisfied by August 27, 2028); or (d) if Certificates of Occupancy for not less than 300,000 square feet of commercial and non-residential uses and not less than a total of 400 residential units within the entirety of the 115.7076-acre Property have not been issued on or before February 27, 2031 (unless St. David's Hospital has commenced construction of the first phase of its hospital across San Gabriel Parkway from the Property by the end of 2025 and a Hotel project within the Property has provided applications for a site plan and/or building permit by July 1, 2028, in which case this requirement must be satisfied by February 27, 2030). It is expressly agreed that the obligation of the City, Zone, and the Authority to make and approve payments to the Developer from The Northline PUD Fund to reimburse the costs of the Subsequent Phases Projects shall terminate (a) if applications for site plans and/or building permits for not less than a total of 600,000 square feet of commercial and non-residential uses and not less than a total of 800 residential units within the entirety of the 115.7076-acre Property have not been filed with the City on or before December 31, 2031; or (b) if Certificates of Occupancy for not less than a total of 600,000 square feet of commercial and non-residential uses and not less than a total of 800 residential units within the entirety of the Property have not been issued on or before December 31, 2031; provided if the term of the TIRZ is extended beyond the current expiration on December 31, 2031, then the date by which Certificates of Occupancy for not less than a total of 600,000 square feet of commercial and non-residential uses and not less than a total of 800 residential units within the entirety of the Property must be issued shall be extended to August 31, 2033. The term non-residential uses does not include multi-family uses.

5.3 The Property. The definitions of the "Property, " the "City Tax Increment Reciepts," and the "County Tax Increment Reciepts" in the Agreement shall not be changed or modified as the result of the removal of approximately 16.08 acres from the boundaries of The Northline PUD, and all references to the "Property" shall continue to mean and refer to the approximately 115.7076 acres described on Exhibit A attached to the Original Agreement.

5.4 Deposits and Payments After Termination. Notwithstanding anything contained in this Agreement to the contrary, the obligation to make deposits of the City Tax Increment Receipts and the County Tax Increment Receipts for the calendar year 2031 into the Northline PUD Project Payment Account and to make the reimbursements to the Developer under this Agreement from such Tax Increment Funds shall continue after the termination of this Agreement for any reason other than termination in accordance with Section 5.6(a)(3) of this Agreement.

Section 6. Miscellaneous.

6.1 Entire Agreement. This Amendment, together with the Agreement, set forth the entire understanding of the parties and supersedes all prior agreements and understandings, whether written or oral, with respect to the subject matter hereof.

6.2 Binding Effect. The terms and provisions hereof shall be binding upon the Developer and its successors and assigns.

6.3 Counterparts. This Amendment may be executed in any number of counterparts, including, without limitation, facsimile counterparts, with the same effect as if the parties had signed the same document, and all counterparts will constitute one and the same agreement.

6.4 Anti-Boycott Provision. In accordance with Chapter 2270, Texas Government Code, the City may not enter into a contract with a company for goods and services unless the contract contains a written verification from the company that it: (a) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. The signatory executing this contract on behalf of the company verifies that Developer does not boycott Israel and will not boycott Israel during the term of this Agreement.

[separate signature pages follow]

EXECUTED as of this ______ day of __________________, 2024, and effective upon execution by all Parties (the "**Effective Date**").

LEANDER DEVELOPMENT AUTHORITY

By: _________________________
Name: Christine DeLisle
Title: Chair

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this the ______ day of _____________, 2024, personally appeared Christine DeLisle, Chair, on behalf of the Leander Development Authority, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he/she executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

____
Notary Public - State of Texas

NORTHLINE LEANDER DEVELOPMENT COMPANY, LP, a Texas limited partnership

By: NLDC GP, LLC, a Texas limited liability company, General Partner

By: Tynberg, LLC, a Texas limited liability company, Manager

By: ______________________________
Alex Tynberg, Manager

THE STATE OF TEXAS §
§
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the _____ day of ________________________, 2024, by Alex Tynberg, as Manager of Tynberg, LLC, a Texas limited liability company, on behalf of said limited liability company as Manager of NLDC GP, LLC, a Texas limited liability company, on behalf of said limited liability company as General Partner of NORTHLINE LEANDER DEVELOPMENT COMPANY LP, a Texas limited partnership, on behalf of said limited partnership.

____
NOTARY PUBLIC, State of Texas

CITY OF LEANDER, TEXAS

By: ______________________________
Christine DeLisle, Mayor

ATTEST:

____
Dara Crabtree, City Secretary

APPROVED AS TO FORM:

____
Paige Saenz, City Attorney

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this the ______ day of _________________, 2024, personally appeared Christine DeLisle, Mayor, on behalf of the City of Leander, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

____
Notary Public - State of Texas

REINVESTMENT ZONE NUMBER ONE, CITY OF LEANDER

By: ___________________________
Name: Christine DeLisle
Title: Chair

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this the ______ day of ________________, 2024, personally appeared Christiine DeLisle, Chair, on behalf of the Reinvestment Zone Number One, City of Leander, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he/she executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

____
Notary Public - State of Texas

EXHIBIT A

REMOVED PROJECTS

The following is a general description of the projects to be removed from The Northline PUD Projects

1. The street, sidewalks, traffic infrastructure, street lighting, and street trees and landscaping, sidewalk amenities, and related improvements for Doctor Miller Street, which is depicted on **<u>Exhibit A-1</u>** attached hereto.

2. The drainage lines and related facilities and improvements located within the right-of-way of Doctor Miller Street.

3. Water lines and related facilities and improvements located within the right-of-way of Doctor Miller Street.

4. Wastewater lines and related facilities and improvements located within the right-of-way of Doctor Miller Street.

5. Natural gas and electric lines, systems, equipment and related facilities located within the right-of-way of Doctor Miller Street.


Exhibit A-1
Northline Leander
Leander, Texas
August 2024
Kimley»Horn

EXHIBIT B

ESTIMATED DEVELOPER COSTS OF THE NORTHLINE PUD PROJECTS*

		NAME	*ESTIMATED COST*
1.	**WATER PROJECTS****		
	A.	Water lines and systems	**TOTAL $4,104,714.48**
2.	**SEWER PROJECTS**		
	A.	Wastewater lines and systems	**TOTAL $1,761,431.73**
3.	**DESIGN ENHANCEMENT PROJECTS**		
	A.	Town Square and other Civic Spaces	**TOTAL $350,000.00**
4.	**GAS LINE PROJECTS**		
	A.	Lines and system	**TOTAL $ 1,091,282.00**
5.	**ELECTRIC UTILITY AND TELECOM PROJECTS**		
	A.	Electrical lines and system	**TOTAL $ 5,695,960.19**
6.	**TRANSPORTATION PROJECTS**		
	A.	Streets	$3,531,634.70
	B.	Traffic Infrastructure	$ 522,736.00
	C.	Sidewalks	$ 2,242,558.00
	D.	Street Trees and Landscaping	$ 2,522,877.00
	E.	Sidewalk Amenities	$ 911,039.00
	F.	Street Lighting	$ 1,331,519.00
		TOTAL	**$11,062,393.70**
7.	**DRAINAGE PROJECTS**		
	A.	Drainage and Water Quality Infrastructure	**TOTAL $2,595,642.08**

NORTHLINE PUD PROJECTS TOTAL $26,661,424.18

* All costs shown are estimates and subject to change based upon the bidding process.
** Water Costs include Reclaimed W ater. The Reclaimed Water subtotal is $1,450,000, including $250,000 of the cost to extend offsite reclaimed waterinfrastructure from the City's Wastewater Treatment Facility to the Northline site.