

Sidewalk and Crossing Agreement

This agreement is entered into by and between the BOARD OF TRUSTEES OF THE PFLUGERVILLE INDEPENDENT SCHOOL DISTRICT ("PfISD" or "Donee"), an independent school district and a political subdivision of the state of Texas and ROBERT M. TIEMANN ("TIEMANN" or "Donor"), Park 63, LLC, a Texas limited liability company ("PARK 63") and ROWE LANE DEVELOPMENT, LTD. ("ROWE"), a Texas limited partnership, (collectively referred to as "Developer") and Lakeside Municipal Utility District No. 5 (the "MUD"), a political subdivision of the State of Texas, and is effective on the date ("Effective Date") of the last of the signatures by the parties, for the purposes and considerations stated herein.

WHEREAS, Travis County ("County") approved the construction plans and final plat for the Park at Blackhawk IV, Phase 2 subdivision ("Park IV-2") as shown on Exhibit A attached hereto; and

WHEREAS, the County requires Developer to either construct a ten foot (10') wide sidewalk along the section of Hodde Lane that abuts Park IV-2 or to pay a fee-in-lieu in the amount of \$64,500.00; and

WHEREAS, the County has stipulated that the fee-in-lieu may be used in Travis County Precinct 1 ("Precinct 1") for sidewalk improvements; and

WHEREAS, the Developer and PfISD have identified a project in Precinct 1 which would qualify as a sidewalk improvement wherein the fee-in-lieu funds may be utilized in accordance with the County's guidelines; and

WHEREAS, the Developer, the MUD, and PfISD desire to collaborate in the development of the proposed project pursuant to the terms and conditions of this Agreement;

NOW, THEREFORE in consideration of these premises and the promises contained herein, the Parties agree as follows:

1. Project. The proposed project is the construction of a ten foot (10') wide sidewalk crossing of Cele Road and the installation of a Pedestrian Hybrid Beacon ("Cele Crossing") to facilitate pedestrian access to Cele Middle School and Vernagene Mott Elementary School. The location of Cele Crossing is depicted on Exhibit B attached hereto.

2. Trails. The City of Pflugerville requires Developer on behalf of the MUD to construct hike and bike trails for use by future residents of Developer's project along the western edge of Developer's project, the Grove at Blackhawk, located to the east of Cele Middle School. PfISD agrees to cooperate with Developer and the MUD on construction of the trail on PfISD's property as depicted on Exhibit B.

(i) Developer will construct 10-feet wide or wider as required concrete hike and bike trails on the Developer's property as shown on Exhibit B. The hike and bike trails shall be designed and installed to match other portions of the trail constructed by Developer or others.

3. Plans and Bidding. PfISD will be responsible for the creation of the construction plans and the approvals required for Cele Crossing and the portion of the hike and bike trails ("Trails") located on PfISD property subject to the reimbursement provisions set forth in paragraph 4 below as shown on Exhibit B. MUD shall be responsible for the construction plans and approvals required for the portion of the Trails located on the Developer's property. PfISD agrees to work collaboratively with the Developer and the MUD regarding the design and location of the Trails on PfISD property to ensure continuation of the overall scheme of the Trail design plan. On or before forty-five (45) days from PfISD's receipt of a written request from the Developer, PfISD will submit its proposed plans and specifications for the Trails located on PfISD property to the Developer for review and approval by the Developer and/or MUD. PfISD, MUD, and Developer agree to require competitive sealed proposals when bidding the projects. Developer, MUD, and PfISD agree to cooperate to create construction plans and bid projects in the most efficient manner. With the exception of the Project (Cele Crossing), Developer will request PfISD commence bidding and construction of the Trails on PfISD property east of the private road by providing PfISD with written notice. PfISD agrees to construct the Trails within one hundred and eighty days (180) from the date of the written notice from Developer.

4. Construction and Payment of Trails – PfISD will bid and construct all Trails located on PfISD property as depicted on Exhibit B. Developer will bid and construct all trails located on Developer property as depicted on Exhibit B. MUD agrees to reimburse PfISD for all costs related to construction of the Trails located east of the north south private road that are located on PfISD property as shown on Exhibit B. The MUD agrees that payment of such amounts to PfISD shall be made within thirty (30) days after receipt of such requests for reimbursement from PfISD.

5. Cele Crossing Payment. Developer will pay Sixty-Four Thousand, Five Hundred 00/100 Dollars (\$64,500.00) to PfISD as a contribution to the construction costs of the Project (Cele Crossing). Payment will be made within thirty (30) days after Developer receives written notice of the start of construction of the Project from PfISD. During construction of improvements to the roadway intersection directly adjacent to Cele Crossing as shown on Exhibit B, PfISD agrees include the design and construction of a casing to place a future sewer force main at this site upon request from the Developer if construction of the roadway permits such placement. Developer agrees to reimburse PfISD for any and all costs related to the design and construction of the casing within thirty (30) days after receipt of such requests for reimbursement from PfISD.

6. Access. PfISD agrees that Developer may enter and access the area east of Cele Middle School to facilitate and coordinate the planning of the design and location of the hike and bike trails in this area until an easement is recorded from PfISD. PfISD agrees that the trails reimbursed by MUD may be accessed by future residents of Developer's projects including but not limited to residents of the MUD .

7. Maintenance. PfISD will maintain the hike and bike trails located on their property. MUD will maintain the hike and bike trails located on the Developer's property.

8. Condition Precedent. The Project is contingent on the Developer obtaining approval from the County of the Project and use of the Developer's funds as fee-in-lieu funds as described on page 1 of this Agreement to be applied to the Project.

9. Indemnity. To the extent permitted by Texas law, the Parties will indemnify, defend, and hold each other harmless from any loss, attorney's fees, expenses, or claims arising out of construction of the Project.

10. Condemnation. PfISD will notify Developer promptly in the event PfISD receives notice that any part of the area east of Cele Middle School has been or is threatened to be condemned or otherwise taken by a governmental or quasi-governmental authority.

11. Mediation of Disputes. When mediation is acceptable to both parties in resolving a dispute arising under this Agreement, the parties agree to use the Dispute Resolution Center of Austin, Texas as the provided for mediators for mediation as described in Section 154.023 of the Texas Civil Practice and Remedies Code. Unless both parties are satisfied with the result of the mediation, the mediation will not constitute a final and binding resolution of the dispute. All communications within the scope of the mediation shall remain confidential as described in Section 154.073 of the Texas Civil Practice and Remedies Code, unless both parties agree, in writing, to waive the confidentiality.

12. Notices. All notices, demands or approvals required or permitted to be given to the Parties pursuant to this Agreement shall be in writing, and addressed to the Parties as follows:

To Donee:

Board of Trustees
Pflugerville Independent School District
1401 W. Pecan Street
Pflugerville, Texas 78660
Phone: (512) 594-0000
Fax: (512) _____

To Developer:

Rowe Lane Development, Inc.
c/o Tiemann Land and Cattle Development, Inc.

Attn: Matthew Tiemann
21100 Carries Ranch Road
Pflugerville, Texas 78660
Phone: (512) 990-1933
Fax: (512) 990-1938

To MUD:
c/o Tiemann Shahady & Hamala
102 N. Railroad Ave.
Pflugerville, Texas 78660

(a) All notices, demands and approvals shall be delivered (i) in person to the individual or address above mentioned for each Party, (ii) via certified mail with a return receipt requested, (iii) by expedited delivery service with proof of delivery, or (iv) by telecopy with proof of receipt. A notice, demand or approval, shall be deemed delivered at the time of personal delivery or, in the case of delivery service or mail, as of the date of first attempted delivery at the address provided herein, or in the case of telecopy, upon receipt.

(b) By giving to the other Party written notice thereof, the Parties hereto and their respective successors and assigns shall have the right from time to time to change their respective addresses for the purpose of receiving notices, demands and requests given pursuant to this Agreement.

13. Assignment by Developer. The rights, duties and responsibilities of the Developer may be assigned only with the consent of PflSD which consent will not be unreasonably withheld or unduly delayed by PflSD.

14. Entire Agreement. This Agreement between the Parties, as amended, constitute the final and entire agreement between the Parties regarding purchase of the Property and they shall not be bound by any terms, covenants, conditions, representations or warranties not expressly contained herein. This Agreement may not be amended except by written instrument executed by both Parties.

15. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

16. Applicable Law. This Agreement shall be construed under and in accordance with the laws of the State of Texas. All obligations of the Parties created by this agreement shall be performable in Travis County, Texas.

17. Attorney's Fees. If any action at law or equity is brought to enforce or interpret the provisions of this Agreement, the prevailing Party shall be entitled to reasonable attorney's fees in addition to any other relief to which that Party may be entitled.

18. Amendment. No amendment, modification, or alteration of the terms of this Agreement shall be binding unless it is in writing, dated subsequent to the date of this Agreement, and duly executed by the Parties to this Agreement.

19. Severability. In the event one or more provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

20. Incorporation of Exhibits and Other Documents by Reference. All exhibits and other documents attached to or referred to in this Agreement are incorporated herein by reference for the purpose set forth in this Agreement.

DONOR:



Robert M. Tiemann

DEVELOPER:

ROWE LANE DEVELOPMENT, LTD.

By: Tiemann Land and Cattle Development, Inc.
Its: General Partner

By: 

Matthew R. Tiemann, President

Date: 12-7-20

Park 63, LLC, a Texas limited liability company

By: Tiemann Land and Cattle Development, Inc.,
a Texas corporation, its Manager

By: Matthew R. Tiemann
Matthew R. Tiemann, President

Date: 12-7-20

LAKESIDE MUNICIPAL UTILITY DISTRICT NO. 5

By: Jeff Rinderknecht
Jeff Rinderknecht, President

Date: 12-7-20

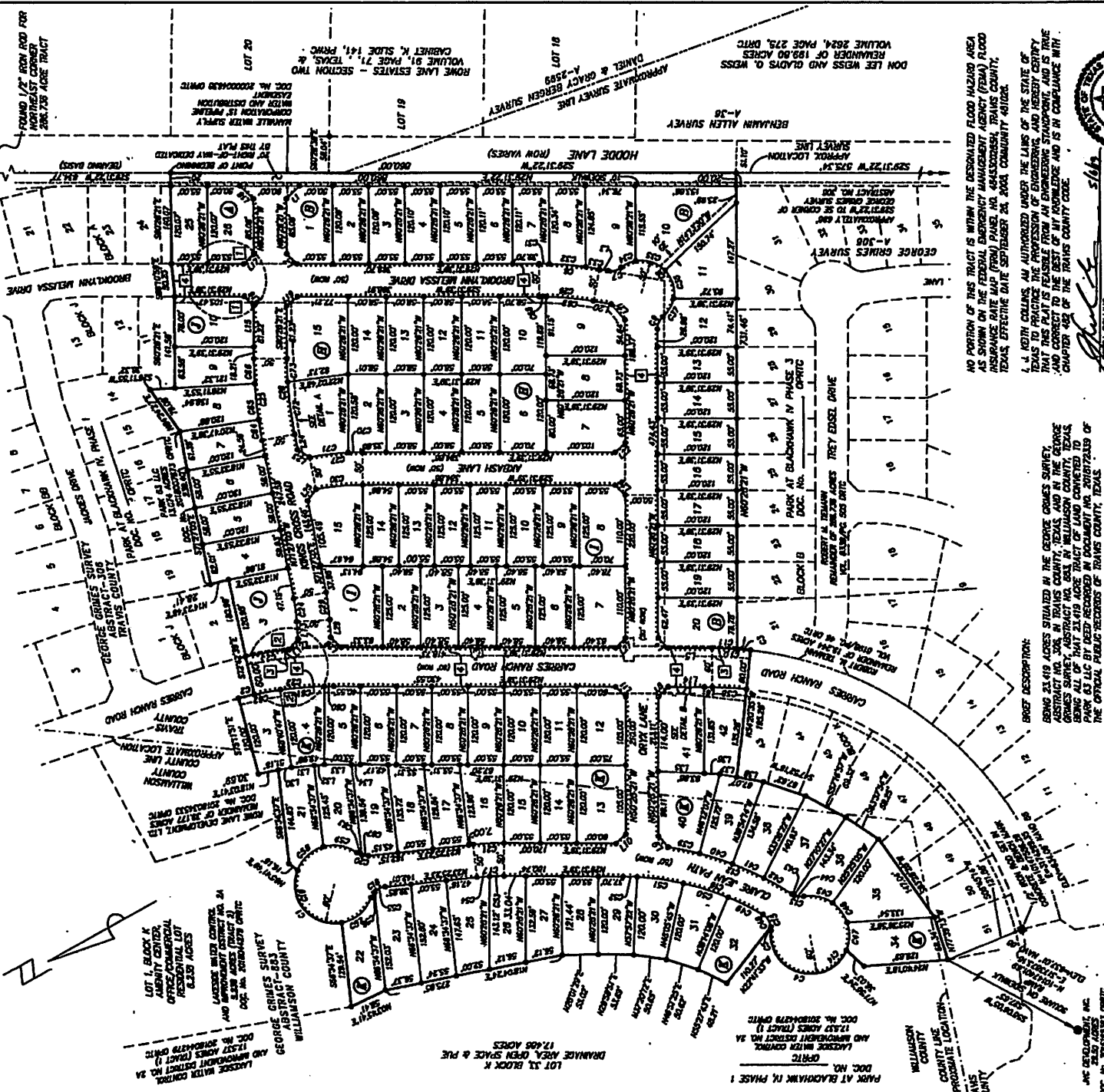
BOARD OF TRUSTEES OF THE
PFLUGERVILLE INDEPENDENT SCHOOL DISTRICT

By: Douglas Kilian, Superintendent of Schools

Date: 5/21/21

PARK AT BLACKHAWK IV, PHASE 2
WILLIAMSON AND TRAVIS COUNTIES, TEXAS

SCALE: 1"=100'



Doc # 2020057022



STATE OF TEXAS
COUNTY OF TRAVIS

KNOW ALL MEN BY THESE PRESENTS

THAT I, WILLIAM L. JOHNSON, DO HEREBY CERTIFY THAT I PREPARED THIS PLAT FROM AN ACTUAL AND ACCURATE ON-THE-GROUND SURVEY OF THE PLAT FROM AND THEN ALL CORRECTIONS, CHANGES, ADDITIONS AND DELETIONS HAVE BEEN MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE SUBDIVISION CODE OF THE CITY OF FORT WORTH, TEXAS AND IN COMPLIANCE WITH CHAPTER 403 OF THE TEXAS COUNTY CODE THAT ALL EXISTENTS OF RECORD OF WHICH I HAVE KNOWLEDGE ARE SHOWN OR NOTED ON THE PLAT

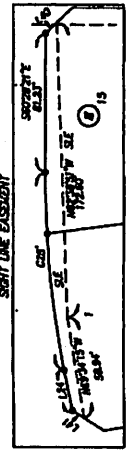
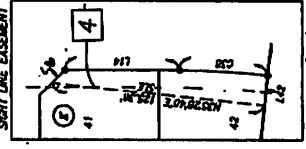
WILLIAM L. JOHNSON
REGISTERED PROFESSIONAL LAND SURVEYOR No. 5425
STATE OF TEXAS

DATE: FEB. 22, 2016 SCALE: 1"=100'

RANDALL JONES & ASSOCIATES ENGINEERING, INC.
2900 ALJZ STREET, ROUND ROCK, TEXAS 78664
(512) 838-4783 FAX (512) 636-4817 F-9784

RJ SURVEYING & ASSOCIATES, INC.
2900 ALJZ STREET, ROUND ROCK, TEXAS 78664
(512) 838-4783 FAX (512) 636-4817 F-10015400

Exhibit "A"



- LEGEND:**
- = OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS
 - = OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS
 - = REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS
 - △ = GAS ELEVATION
 - = FOUND 1/2" IRON ROD
 - = SET 1/2" IRON ROD WITH AN SURVEYING CAP
 - = FOUR FOOT (4') WIDE SIDEWALK REQUIRED
 - = 10 FOOT (10') SIDEWALK IS ALONG SUBDIVISION SIDE OF HOODE LANE
 - ② = BLOCK NAME
 - = BENCH MARK
 - = 1/2" IRON ROD IN CONCRETE & BENCH MARK

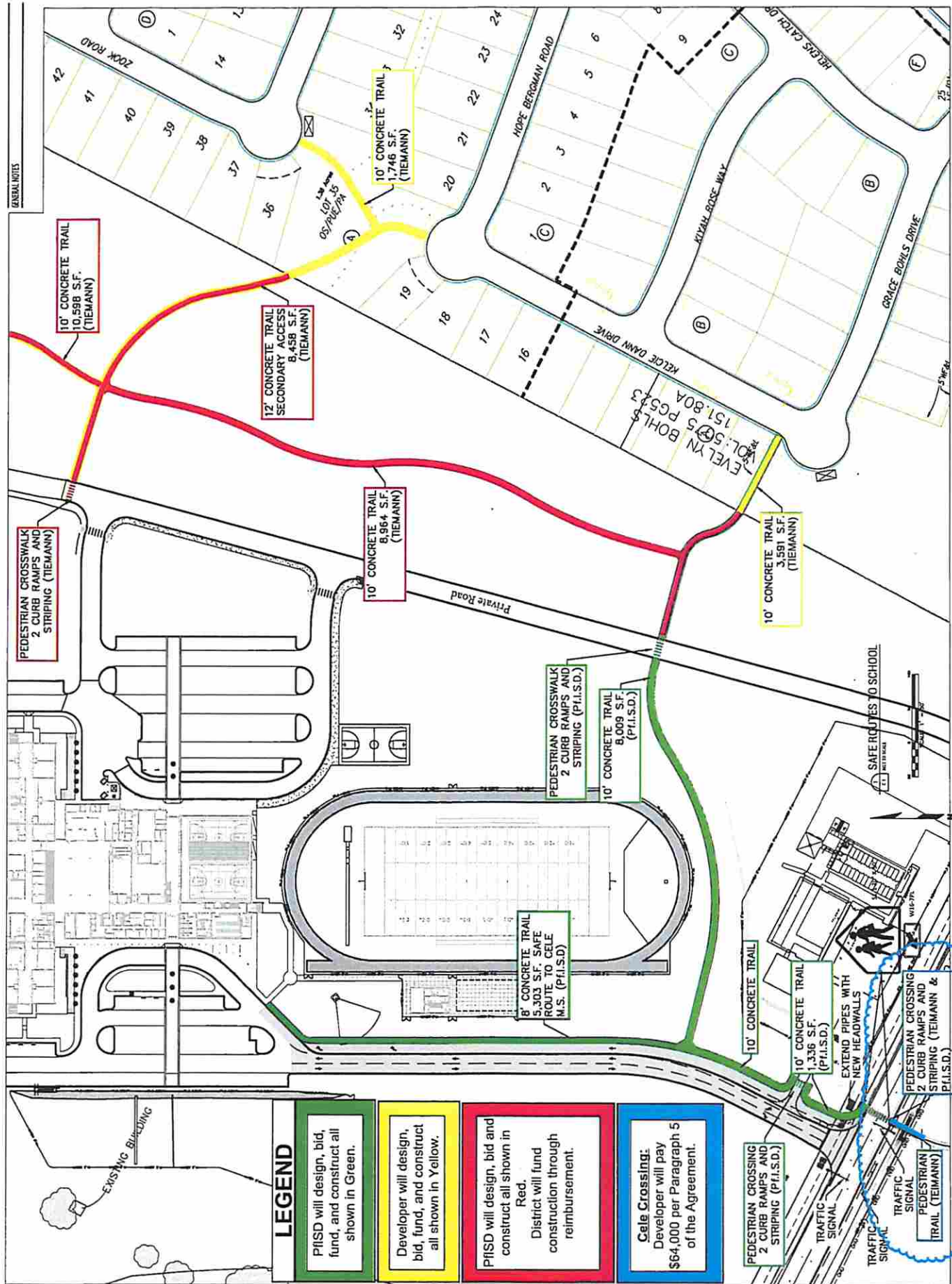


Exhibit "B" (sheet 1 of 2)

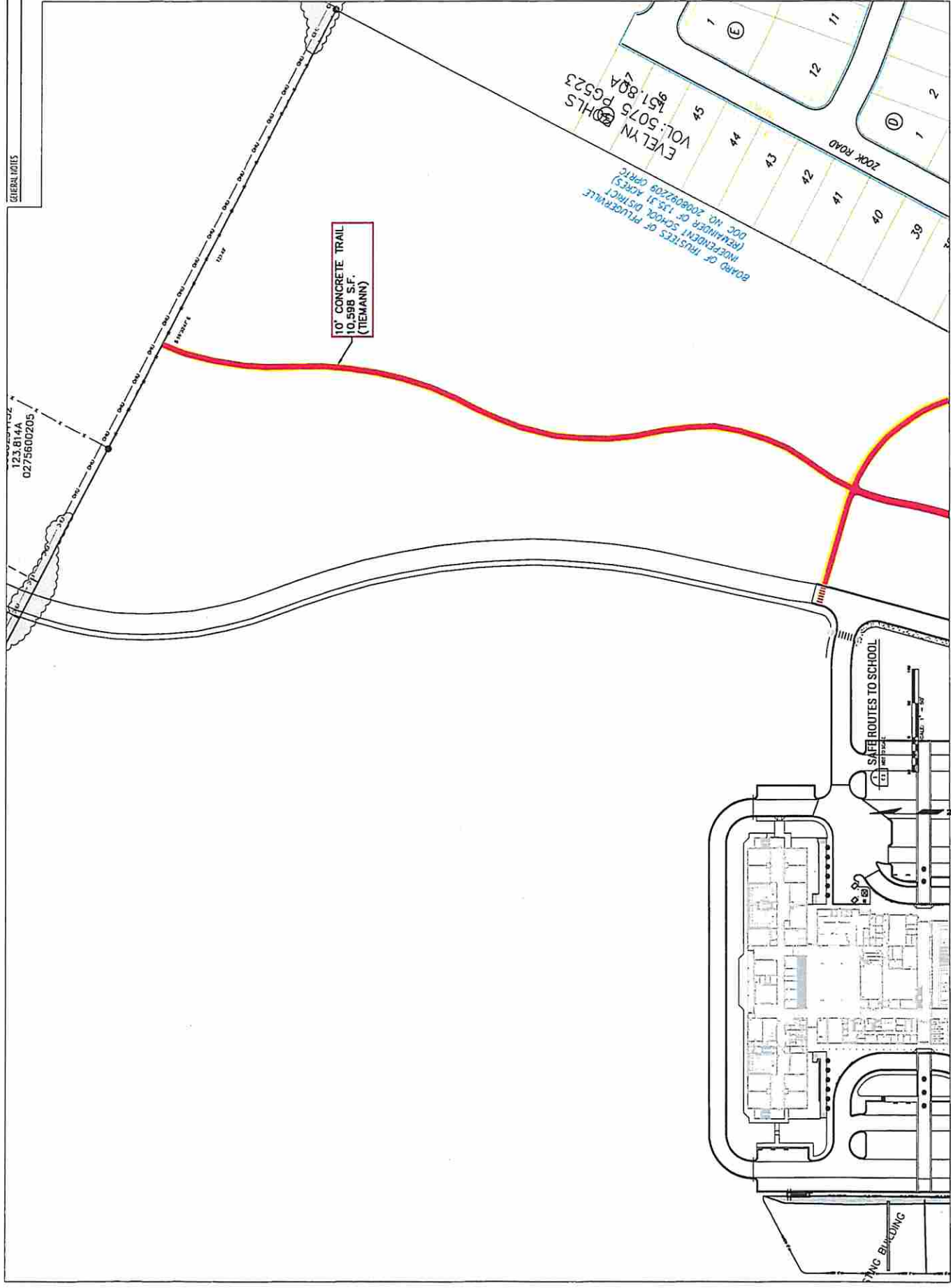


Exhibit "B" (sheet 2 of 2)