

**FIRST AMENDMENT TO
THE 6 CREEKS PUBLIC IMPROVEMENT DISTRICT
FINANCING AGREEMENT**

This First Amendment to the 6 Creeks Public Improvement District Financing Agreement (the “*Amendment*”) is made, entered into and effective as of April 2, 2019 (the “*Amendment Effective Date*”) by the City of Kyle, a Texas home-rule municipal corporation (the “*City*”) and HMBRR Development, Inc., a Texas corporation, HMBRR, L.P., a Texas limited partnership, and HMBRR, LP #2, a Texas limited partnership (collectively the “*Owner*”). The City and the Owner are herein referred to together as the “*Parties*.”

Recitals:

WHEREAS, the City entered into that certain Blanco River Ranch Public Improvement District Financing Agreement with the Owner, dated effective as of July 18, 2017 (the “*Financing Agreement*”); and

WHEREAS, on September 18, 2018, the City Council approved the renaming of the District from Blanco River Ranch Public Improvement District to the 6 Creeks Public Improvement District and adopted Resolution No. 1118; and

WHEREAS, this City Council intends to issue City of Kyle, Texas Special Assessment Revenue Bonds, Series 2019 (6 Creeks Public Improvement District Improvement Area #1 Project) to fund, among other things, the Improvement Area #1 Projects described in the District’s service and assessment plan (the “*Series 2019 Bonds*”); and

WHEREAS, an Indenture of Trust by and between the City and UMB Bank, N.A., as Trustee, will be executed at the time the Series 2019 Bonds are authorized (the “*Indenture*”); and

WHEREAS, Section 13.2 of the Indenture lists the parameters for the issuance of Additional Improvement Area #1 Bonds; and

WHEREAS, the Parties desire to replace Section 5.09 of the Financing Agreement in its entirety to conform the parameters for the issuance of Additional Improvement Area #1 Bonds and Refunding Bonds as stated in the Financing Agreement to Section 13.2(c) of the Indenture; and

WHEREAS, the Parties desire to add provisions to the Financing Agreement to address the ownership, operation, and maintenance of detention ponds in the District by amending Section 4.01(c);

NOW, THEREFORE, for and in consideration of the mutual agreements, covenants, and conditions contained herein, and other good and valuable consideration, the Parties hereto agree as follows:

ARTICLE I. RECITALS; DEFINITIONS

Section 1.01. Recitals. The foregoing recitals are incorporated herein and made a part of this Amendment for all purposes.

Section 1.02. Definitions. Words and phrases used in this Amendment shall, if defined in the Financing Agreement and not specifically modified by this Amendment, shall have the definition and meaning as provided in the Financing Agreement.

ARTICLE II. AMENDMENTS

Section 2.01. Section 5.09 of the Financing Agreement is hereby removed in its entirety and replaced with the following:

5.09. Additional Obligations or Other Liens; Additional Parity Bonds.

(a) For this Section 5.09, the following terms, which will also be defined in the Indenture of Trust by and between the City and UMB Bank, N.A., as Trustee, securing the City of Kyle, Texas Special Assessment Revenue Bonds, Series 2019 (6 Creeks Public Improvement District Improvement Area #1 Project) (the “Series 2019 Indenture”) shall have the meanings specified below. To the extent that there is any conflict between any definition as stated in this Section 5.09(a) and the Series 2019 Indenture, the applicable definition as stated in the Series 2019 Indenture shall control.

“*2019 Amended and Restated Service and Assessment Plan*” means the Service and Assessment Plan, as amended and restated by the Amended and Restated Service and Assessment Plan passed and approved by City Council on the date that it approved the issuance and sale of the PID Bonds, as same may be further amended, updated, supplemented or otherwise modified from time to time.

“*Additional Improvement Area #1 Bonds*” means Bonds issued to fund Improvement Area #1 Projects or refund the Improvement Area #1 Reimbursement Obligation, in whole or in part, that are secured by the Assessments.

“*Additional Obligations*” means any bonds or obligations, including specifically, any installment contracts, reimbursement agreements, temporary note or time warrant secured in whole or in part by an assessment, other than the Assessments securing the Bonds and the Improvement Area #1 Reimbursement Obligation, levied against property within the District in accordance with the PID Act.

“*Annual Debt Service*” means, for each Bond Year, the sum of (i) the interest due on the Outstanding Bonds in such Bond Year, assuming that the Outstanding Bonds are retired as scheduled (including by reason of Sinking Fund Installments), and (ii) the principal amount of the Outstanding Bonds due in such Bond Year (including any Sinking Fund Installments due in such Bond Year).

“*Assessed Property*” means for any year, any Parcel within Improvement Area #1 of the District against which an Assessment is levied, other than Non-Benefited Property.

“*Assessment Roll*” means the Assessment Roll for the Assessed Properties within Improvement Area #1 of the District, included in the 2019 Amended and Restated Service and Assessment Plan as Exhibit F, or any other Assessment Roll in an amendment or supplement to the 2019 Amended and Restated Service and Assessment Plan or in an Annual Service Plan Update, showing the total amount of the Assessments, as updated, modified or amended from time to time in accordance with the procedures set forth in the 2019 Amended and Restated Service and Assessment Plan and in the PID Act, including updates prepared in connection with the issuance of PID Bonds or in connection with any Annual Service Plan Update

“*Assessments*” mean the aggregate assessments shown on the Assessment Roll. The singular of such term means the assessment levied against an Assessed Property, as shown on the Assessment Roll, subject to reallocation upon the subdivision of an Assessed Property or reduction according to the provisions of the 2019 Amended and Restated Service and Assessment Plan and the PID Act.

“*Bonds*” or “*Bond*” means all bonds or any bond authorized by a bond ordinance to finance one or more Authorized Improvements.

“*Bond Year*” means the one-year period beginning and ending on the dates specified in the applicable indenture of trust.

“*City Representative*” means the City Manager and/or any official or agent of the City authorized by the City Council to undertake the action referenced herein.

“*Closing Date*” means the date of the initial delivery of and payment for the applicable Series of Bonds.

“*Improvement Area #1 Reimbursement Obligation*” means an amount not to exceed \$4,420,000 secured, on a subordinate basis to the PID Bonds, by the Assessments levied against Assessed Properties to be paid to the Landowner to reimburse the Landowner for advancing Actual Costs of the Improvement Area #1 Projects, pursuant to the Acquisition and Reimbursement Agreement.

“*Landowner*” means HMBRR Development, Inc., a Texas corporation, HMBRR, L.P., a Texas limited partnership, and HMBRR, LP #2, a Texas limited partnership, collectively.

“*Maximum Annual Debt Service*” means the largest Annual Debt Service for any Bond Year after the calculation is made through the final maturity date of any Outstanding Bonds.

“*Non-Benefited Property*” means Parcels within the boundaries of the District that accrue no special benefit from the Authorized Improvements.

“*Outstanding*” means, as of any particular date when used with reference to one or several of the Bonds, all such Bonds except (i) any Bond that has been canceled by the Trustee for the indenture of trust for the designated Series of Bonds (or has been delivered to the Trustee for

cancellation) at or before such date, (ii) any Bond for which the payment of the principal or Redemption Price of and interest on such Bond shall have been made as provided in the applicable indenture of trust,, and (iii) any Bond in lieu of or in substitution for which a new Bond shall have been authenticated and delivered pursuant to the terms of the applicable indenture of trust.

“*Refunding Bonds*” means Bonds secured by a parity lien, with the Outstanding Bonds, on the trust estate as created for and under indenture of trust for such Outstanding Bonds.

“*Reserve Account Requirement*” means the sum of the Series 2019 Reserve Account Requirement, as specified in the indenture of trust for the PID Bonds plus the additional amounts, if any, required to be deposited to the Reserve Account, as created under the indenture of Trust for the PID Bonds, pursuant to each Supplemental Indenture authorizing the issuance of a Series of Bonds.

“*Series*” means any designated series of Bonds issued to finance Authorized Improvements.

“*Sinking Fund Installment*” means the amount of money to redeem or pay at maturity the principal of the PID Bonds payable from such installments at the times and in the amounts provided in indenture of trust for the PID Bonds.

“*Supplemental Indenture*” means an indenture which has been duly executed by the Trustee and the City Representative pursuant to an ordinance adopted by the City Council and which indenture amends or supplements the indenture for the PID Bonds.

“*Trustee*” means the entity designated as Trustee for the indenture of trust for the designated Bonds.

(b) The City reserves the right to issue Additional Obligations under other indentures, assessment ordinances, or similar agreements or other obligations which do not constitute or create a lien on the Trust Estate and are not payable from Pledged Revenues.

(c) Other than the Additional Improvement Area #1 Bonds (issued in accordance with subsection (d) below) and Refunding Bonds issued to refund all or a portion of the Bonds, the City will not create or voluntarily permit to be created any debt, lien, or charge on any portion of the Trust Estate, and will not cause or allow any matter or things whereby the lien of this Indenture or the priority hereof might or could be lost or impaired; and further covenants that it will pay or cause to be paid or will make adequate provisions for the satisfaction and discharge of all lawful claims and demands which if unpaid might by law be given precedence over or any equality with this Indenture as a lien or charge upon the Trust Estate; provided, however, that nothing in this Section shall require the City to apply, discharge, or make provision for any such lien, charge, claim, or demand so long as the validity thereof shall be contested by it in good faith, unless thereby, in the opinion of Bond Counsel or counsel to the Trustee, the same would endanger the security for the Bonds.

(d) The City reserves the right, but shall be under no obligation, to issue Additional Improvement Area #1 Bonds, to finance the Actual Costs of the Improvement Area #1 Projects,

including payment of the Improvement Area #1 Reimbursement Obligation, and in accordance with the conditions set forth below:

(i) The City Representative shall provide the Trustee a certificate certifying that (A) the City is not in default in the performance and observance of any of the terms, provisions and conditions applicable to the City contained in this Indenture and (B) the Landowner is not delinquent with respect to fees or any other funds or commitments to be paid to the City in accordance with the Development Agreement or Financing Agreement;

(ii) The Landowner shall provide the Trustee, through an authorized representative, a certificate certifying that the Landowner is not in default beyond any applicable notice and cure period in the performance and observance of any of the terms, provisions and conditions applicable to the Landowner contained in the Financing Agreement, the Acquisition and Reimbursement Agreement, or the Development Agreement;

(iii) The Administrator shall provide the Trustee a certificate certifying that the Landowner is not delinquent with respect to the payment of Assessments or any ad valorem taxes (other than any ad valorem taxes being contested in good faith);

(iv) The City and the Trustee shall receive a certificate or report from an independent certified appraiser, appraisal firm, or financial consultant, assuming completion of the Improvement Area #1 Projects, demonstrating that the ratio of the aggregate appraised value of all Assessed Properties within Improvement Area #1 to the aggregate principal amount of the Outstanding Bonds and the Additional Improvement Area #1 Bonds to be issued (the "Value to Lien Ratio") is at least 5:1. In calculating the Value to Lien Ratio, the independent certified appraiser, appraisal firm or financial consultant may rely on builder contracts, a certificate from the Administrator identifying lots for which home construction has commenced or the Hays County Tax Assessor/Collector's estimated assessed valuation for completed homes (home and lot assessed valuation) and estimated lot valuation for lots on which homes are under construction;

(v) The Landowner shall provide the City and the Trustee a certificate, through an authorized representative, certifying that no less than 162 single-family lots located within Improvement Area #1 (A) contain completed single-family homes or (B) have been issued a construction permit by the City;

(vi) The principal (including sinking fund installments) of the Additional Improvement Area #1 Bonds must be scheduled to mature on September 1 of the years in which principal is scheduled to mature;

(vii) The interest on the Additional Improvement Area #1 Bonds must be scheduled to be paid on March 1 and September 1 of the years in which interest is scheduled to be paid;

(viii) The Reserve Account Requirement shall be increased by an amount equal to at least 25% of the Maximum Annual Debt Service on the proposed Additional

Improvement Area #1 Bonds to be issued as of the Closing Date therefor and such amount shall be deposited as of the same;

(ix) The issuance of such Additional Improvement Area #1 Bonds shall not cause the amount of the Annual Installments to be collected in any year after the issuance of such Additional Improvement Area #1 Bonds to exceed the amount of the Annual Installments collected in the year of the issuance of such Additional Improvement Area #1 Bonds; and

(x) The maximum principal amount of Additional Improvement Area #1 Bonds that may be issued, subject to the approval of the City, in total, is the lesser of (i) the then outstanding balance of the Improvement Area #1 Reimbursement Obligation and (ii) the then outstanding Assessments, less the Assessments required to pay the principal of the Series 2019 Bonds.

(e) The City reserves the right to issue Refunding Bonds, the proceeds of which would be utilized to refund all or any portion of the Outstanding Bonds or Outstanding Refunding Bonds and to pay all costs incident to the Refunding Bonds, as authorized by the laws of the State, and in accordance with the conditions set forth below:

(i) The principal of all Refunding Bonds must be scheduled to be paid, be subject to mandatory sinking fund redemption, or mature on September 1 of the years in which such principal is scheduled to be paid, subject to mandatory sinking fund redemption or maturity. All Refunding Bonds must bear interest at a fixed rate and any interest payment dates for Refunding Bonds must be March 1 and September 1. The date, rate or rates of interest on, interest payment dates, maturity dates, redemption and all other terms and provisions of Refunding Bonds shall be set forth in a Supplemental Indenture; and

(ii) Upon their authorization by the City, the Refunding Bonds of a Series issued under this Section 5.09 shall be issued and shall be delivered to the purchasers or owners thereof, but before, or concurrently with, the delivery of said Refunding Bonds to such purchasers or owners there shall have been filed with the Trustee (1) a copy, certified by the City Secretary of the City, of the ordinance or ordinances of the City authorizing the issuance, sale, execution, and delivery of the Refunding Bonds and the execution and delivery of a Supplemental Indenture establishing, among other things, the date, rate or rates of interest on, interest payment dates, maturity dates, redemption and all other terms and provisions of such Refunding Bonds, and (2) an original executed counterpart of the Supplemental Indenture for such Refunding Bonds.

Section 2.02. Section 4.01(c) of the Financing Agreement is hereby removed in its entirety and replaced with the following:

(c) (1) Except as provided in subsection (2) of this Section 4.01(c), upon written acceptance of an Authorized Improvement, and subject to any applicable maintenance-bond period, the Entity accepting the Authorized Improvement shall be responsible for all operation and maintenance of such Authorized Improvement, including all costs thereof and relating thereto.

(2) The Owner, or property owners association, if Owner establishes a property owners association, shall enter into a maintenance and operations agreement (the “M&O Agreement”) in a form agreed upon by the City whereby Owner or property owners association is responsible for all operations and maintenance of the detention and water quality pond improvements included in the Service and Assessment Plan prior to the City’s acceptance of the detention and water quality pond improvements. The execution of the M&O Agreement will not cause any tax exempt financing instruments issued by the City and used to finance the detention and water quality pond improvements to constitute “Private Activity Bonds” within the meaning of Section 141 of the Internal Revenue Code of 1986, as amended (the “Code”), and the terms of the M&O Agreement shall meet the safe harbor conditions set forth in IRS Rev. Proc. 2017-13. The executed M&O Agreement shall be recorded with Hays County Clerk upon execution. In addition, the Owner shall provide the City an easement, in a form acceptable to the City, granting the City the right of access to the detention and water quality pond improvements for the purpose of inspection and compliance with City regulations. The easement shall be granted to the City prior to or at the time the final plat for the phase in which the drainage and water quality pond improvements are located is submitted to the City, and will be a condition of final plat approval.

Section 2.03. The following definitions as stated in Exhibit “A” to the Financing Agreement are hereby removed in their entirety and replaced with the following:

“Appraisal” means the Appraisal of the District dated effective February 27, 2019, prepared by Barletta & Associates.

“City Construction Representative” means Leon Barba, P.E. or such other person selected by the City to oversee the construction of the Authorized Improvements on behalf of the City.

“Future Improvement Areas” means the property within the District, excluding Improvement Area #1, as depicted on the map on Exhibit “B-4” consisting of approximately 609 acres within the District. Future Improvement Areas may be developed in phases after Improvement Area #1, as generally depicted in Exhibit “B-4.” The Future Improvement Areas are subject to adjustment and are shown for example only.

“Improvement Area #1” means the initial area to be developed within the PID, consisting of approximately 96.829 acres within the District and as specifically described in Exhibit “B-1” and as depicted in Exhibit “B-4.”

“Improvement Area #1 Bonds” means the “City of Kyle, Texas, Assessment Revenue Bonds, Series 2019 (6 Creeks Public Improvement District Improvement Area #1 Project)” that are secured by actual revenues received by or on behalf of the City from the collection of Assessments levied against Improvement Area #1 Assessed Property, or the Annual Installments thereof, for the Improvement Area #1 Improvements.

“Improvement Area #1 Reimbursement Obligation” means the amount not to exceed \$4,420,000 secured by Improvement Area #1 Assessed Property to be paid to Owner pursuant to the “6 Creeks Public Improvement District Improvement Area #1 Acquisition and Reimbursement Agreement” having an effective date that is the same as the date on which the City Council authorizes the sale of the Series 2019 Bonds.

“SAP Consultant” means P3Works, LLC.

“Service and Assessment Plan” means the 6 Creeks Public Improvement District Service and Assessment Plan (as such plan is amended and updated from time to time), to be initially adopted by the City Council in the Assessment Ordinance for the purpose of assessing allocated costs against property located within the boundaries of the District having terms, provisions, and findings approved and agreed to by the Owner, as required by Article II of this Agreement.

“Underwriter” means FMS Bonds, Inc.

Section 2.04. The following definitions as stated in Exhibit “A” to the Financing Agreement are hereby modified as follows:

The defined term “Improvement Area #1 Improvements” is hereby replaced with the term “Improvement Area #1 Projects,” which shall have the same meaning as had been given to “Improvement Area #1 Improvements” prior to this First Amendment to the 6 Creeks Public Improvement District Financing Agreement.

The defined term “Administrative Expenses” is hereby replaced with the term “Annual Collection Costs,” which shall have the same meaning as had been given to “Administrative Expenses” prior to this First Amendment to the 6 Creeks Public Improvement District Financing Agreement. The defined terms listed in the Exhibit “A” to the Financing Agreement shall be reordered alphabetically to reflect this amendment.

Section 2.05. The first four recitals of the Financing Agreement are hereby removed in their entirety and replaced with the following:

WHEREAS, the term “Property,” means and refers to the 858.7 acres owned by HMBRR Development Inc., HMBRR, LP, and HMBRR LP#2; and which is more particularly described in the attached Exhibit “B-1”.

Section 2.06. Exhibit “B-1” is hereby amended by the addition of the property description attached hereto as Attachment “A.”

Section 2.07. Exhibit “B-4” is hereby amended by the addition of the description of District Improvement Areas attached hereto as Attachment “B.” Exhibit “B-4” is also hereby renamed “Exhibit ‘B-2’”, and the term “Exhibit ‘B-4’” as used throughout the Financing Agreement is hereby removed and replaced in each instance with the term “Exhibit ‘B-2.’”

Section 2.08. Exhibit “D” is hereby removed in its entirety and replaced with Attachment “C.”

ARTICLE III. GENERAL PROVISIONS

Section 3.01. Entire Agreement. This Amendment, together with the Financing

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.

Section 3.02. Anti-Boycott Verification. The Owner hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and, to the extent this Amendment and the Financing Agreement with the City constitute a contract for goods or services, will not boycott Israel during the term thereof. The foregoing verification is made solely to comply with Section 2270.002, Texas Government Code, as amended, and to the extent such section does not contravene applicable federal law. As used in the foregoing verification, “boycott Israel” means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. The Owner understands “affiliate” to mean an entity that controls, is controlled by, or is under common control with the Owner and exists to make a profit.

Section 3.03. Iran, Sudan and Foreign Terrorist Organizations. The Owner represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, as amended, and posted on any of the following pages of such officer’s Internet website:

<https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf>,
<https://comptroller.texas.gov/purchasing/docs/iran-list.pdf>, or
<https://comptroller.texas.gov/purchasing/docs/fto-list.pdf>.

The foregoing representation is made to solely to comply with Section 2252.152, Texas Government Code, as amended, and to the extent such section does not contravene applicable federal law and excludes the Owner and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. The Owner understands “affiliate” to mean any entity that controls, is controlled by, or is under common control with the Owner and exists to make a profit.

Section 3.04. Binding Effect. The terms and provisions hereof shall be binding upon the City, the Owner, and their successors and assigns.

Section 3.05. Effect of Amendment. The Parties agree that, except as modified hereby, the Financing Agreement remains valid, binding, and in full force and effect. If there is any conflict or inconsistency between this Amendment and the Financing Agreement, this Amendment will control and modify the Financing Agreement.

Section 3.06. 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.

Attachments: **Attachment “A” – Exhibit “B-1”**
 Attachment “B” – Exhibit “B-2”
 Attachment “C” – Exhibit “D”

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CITY OF KYLE, TEXAS
a home rule city and Texas municipal corporation

By: _____
Name: Travis Mitchell
Title: Mayor

[SIGNATURE PAGE]

HMBRR DEVELOPMENT, INC.,
a Texas corporation

By: _____

Name: _____

Title: _____

HMBRR LP

By: Hanna Magee GP #1, Inc., a Texas corporation,
General Partner

By: _____

Name: _____

Title: _____

HMBRR LP #2

By: Hanna Magee GP #1, Inc., a Texas corporation,
General Partner

By: _____

Name: _____

Title: _____

ATTACHMENT "A"

Exhibit "B-1"

Blanco River Ranch
858.70 acres

**PROPERTY DESCRIPTION
EXHIBIT A**

BEING 858.70 ACRES OF LAND LOCATED IN THE SAMUEL PHARASS ¼ LEAGUE NO. 14, ABSTRACT 360, AND THE CALEB W. BAKER SURVEY, ABSTRACT 31 HAYS COUNTY, TEXAS AND BEING A PORTION OF TRACT I, A CALLED 1,971.29 ACRE TRACT AND ALL OF TRACT II, A CALLED 195.14 ACRE TRACT AS DESCRIBED IN A DEED FROM THE STATE OF TEXAS TO BLANCO RIVER RANCH, LP AND RECORDED IN VOLUME 5230, PAGE 583 OF THE DEED RECORDS OF HAYS COUNTY, TEXAS; SAID 858.70 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS WITH ALL BEARING REFERENCED TO THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE.

BEGINNING at an iron rod with aluminum cap stamped "Kent McMillian" found marking the most northerly corner of a called 311.56 acre tract described in a deed to Robert Nance recorded in Volume 4459, Page 137 of said Deed Records, same being the northwest corner of a called 195.14 acre tract described in the aforementioned deed to Blanco River Ranch as Tract II and being on the southeasterly line of said 1,971.29 acre Tract I;

THENCE, with the southerly line of said 1,971.29 acre tract, same being the northeasterly line of said 311.56 acre tract S43°59'58"W, 1916.27 feet to a ½-inch iron rod with cap stamped "AST" set on the northerly line of proposed RM 150;

THENCE, leaving said southerly line and crossing said 1,941.29 acre tract with the proposed northerly line of RM 150 the following courses and distances:

1. N65°08'51"W, 49.48 feet to a ½-inch iron rod with cap stamped "AST" set at the beginning of a curve to the right;
2. with a curve to the right, 381.25 feet, having a radius of 925.00 feet, a central angle of 23°36'54" and a chord bearing and distance of N53°30'43"W, 378.55 feet to a ½-inch iron rod with cap stamped "AST" set for point of tangency;
3. N41°42'16"W, 336.00 feet to a ½-inch iron rod with cap stamped "AST" set at the beginning of a curve to the left;
4. with the arc of said curve to the left, 151.93 feet, having a radius of 1100.00 feet, a central angle of 07°54'48" and a chord bearing and distance of N45°39'41"W, 151.81 feet to a ½-inch iron rod with cap stamped "AST" set for point of tangency;
5. N49°37'05"W, 572.43 feet to a ½-inch iron rod with cap stamped "AST" set for an angle point in said line;
6. N51°37'01"W, 75.00 feet to a ½-inch iron rod with cap stamped "AST" set for an angle point in said line;
7. N53°36'58"W, 749.01 feet to a ½-inch iron rod with cap stamped "AST" set at the beginning of a curve to the left;

8. with the arc of said curve to the left, 93.33 feet, having a radius of 1025.00 feet, a central angle of 05°13'01" and a chord bearing and distance of N56°13'28"W, 93.30 feet to a ½-inch iron rod with cap stamped "AST" set for the most westerly southwest corner of the herein described tract;

THENCE leaving said proposed right of way line and with a dry creek, the following courses and distances:

1. N26°31'11"E, 563.37 feet to a calculated point;
2. N46°09'29"E, 1179.39 feet to a calculated point;
3. N28°22'57"E, 708.36 feet to a calculated point;
4. N44°16'34"E, 582.28 feet to a calculated point at the beginning of a curve to the right;
5. with a curve to the right, 297.90 feet, having a radius of 1184.66 feet, a central angle of 14°24'28" and a chord bearing and distance of N77°54'54"E, 297.12 feet to a calculated point;
6. N04°51'54"W, 125.14 feet to a calculated point;
7. N23°10'37"E, 321.60 feet to a calculated point;
8. N13°08'23"W, 681.62 feet to a calculated point;
9. N31°45'00"E, 255.79 feet to a calculated point;
10. N08°23'37"E, 473.49 feet to a calculated point;
11. N02°33'01"W, 195.07 feet to a calculated point;
12. N30°53'10"W, 576.14 feet to a calculated point;
13. N01°26'31"W, 729.89 feet to a calculated point;
14. N38°05'39"W, 1250.80 feet to a calculated point;
15. N20°33'26"E, 282.73 feet a ½-inch iron rod with cap stamped "AST" set for the most westerly northwest corner of the herein described tract on the northerly line of said 1,971.29 acre tract, same being on the southerly line of Park Land Lot 23 of Arroyo Ranch, Section One, a subdivision of record in Volume 10, Page 180 of the Hays County Official Public Records;

THENCE, with the northerly line of said 1,971.29 acre tract, S82°42'45"E, 432.46 feet to a point located in the centerline of the remains of an old stone fence corner for an angle point in the north line of the herein described tract, from which a ½"-inch iron rod bears S88°19'W, 37.5 feet;

THENCE, continuing with said northerly line, N43°55'32"E, 1271.63 feet to a 2-inch metal fence post at the most northerly northwest corner of said 1,971.29 acre tract and being the common corners of Lots 12, 13 and 19, Block D of said Arroyo Ranch Section One subdivision;

THENCE, with the easterly line of said 1,971.29 acre tract the following courses and distances:

1. S46°19'30"E, at 185.02 feet passing the south line of said Arroyo Ranch subdivision and north line of a 20.3 acre tract described in a deed to F. Javier, Jr et al and recorded in Volume 2813, Page 359 of said Official Public Records and continuing for a total distance of 887.68 feet to a found ½-inch iron rod for the south corner of said Javier tract, same being the westerly corner of

a 21.15 acre tract described in a deed to Nancy L. Russell and Randall W. Russell and recorded in Volume 4385, Page 135 of said Official Public Records;

2. S46°48'04"E, 579.01 feet to a found ½-inch iron rod for the south corner of Russell and being the westerly corner of Quail Meadows Subdivision as recorded in Volume 7, Page 47 of the Hays County Plat Records;
3. With the southwesterly line of said subdivision, S46°06'19"E, 409.08 feet to ½-inch iron rod for angle point;
4. S47°09'10"E, 405.41 feet to ½-inch iron rod for angle point;
5. S47°52'54"E, 295.90 feet to ½-inch iron rod for angle point;
6. S47°18'52"E, 296.88 feet to ½-inch iron rod for angle point;
7. S47°21'24"E, 132.10 feet to ½-inch iron rod for angle point;
8. S47°07'34"E, 179.01 feet to ½-inch iron rod for angle point;
9. S46°55'27"E, 248.69 feet to ½-inch iron rod for most southerly corner of said subdivision and the westerly corner of a called 57.26 acre tract described in a deed to Kyle Mortgage Investors, LLC and recorded in Volume 3416, Page 789 of said Official Public Records;
10. S45°43'31"E, 436.59 feet to a fence post for angle point;
11. S46°32'55"E, 1447.00 feet to an iron rod with aluminum cap stamped "Kent McMillian" at an interior ell corner of said 1,971.29 acre tract;
12. Continuing with the easterly line of said 1,971.29 acre tract, S40°23'35"W, 1023.40 feet to a ½-inch iron rod found at the westerly corner of a called 1.259 acre tract described in a deed to Robin Robinson and recorded in Volume 5358, Page 587 of said Official Public Records;
13. S50°23'48"E, 255.70 feet to a fence post for angle point;
14. N40°43'43"E, 42.89 feet to a ½-inch iron rod with cap stamped "AST" set;
15. S52°09'40"E, at 85.22 feet passing a ½-inch iron rod found at the westerly corner of a called 0.72 acre tract described in a deed to Robin and Gale Robinson and recorded in Volume 4689, Page 363 of said Official Public Records and continuing for a total distance of 244.62 feet to a ½-inch iron rod with cap stamped "AST" set;
16. N43°53'50"E, 92.19 feet to a ½-inch iron rod with cap stamped "AST" set;
17. S78°26'49"E, 101.27 feet ½-inch iron rod found on the westerly right of way line of N. Old Stagecoach Road (width varies);

THENCE, with said westerly right of way line the following course and distances:

1. S16°21'49"E, 511.37 feet to a ½-inch iron rod with cap stamped "AST";
2. S16°20'38"E, 1420.21 feet to a 60d nail found next to a cedar fence post and
3. S16°48'53"E, 800.20 feet to a ½-inch iron rod with cap stamped "AST" set for the most easterly southeast corner of this tract;

THENCE, leaving said westerly right of way line and with fence along the southeasterly line of said 195.14 acre tract, S36°01'23"W, 42.36 feet to a cedar fence post;

THENCE, continuing with said southeasterly line, same being the northwesterly line of a called 132.59 acre tract described in a deed to Felder CND, LLC and recorded in Volume 5224, Page 246 of the Hays County Official Public Records the following courses and distances:

1. S48°36'08"W, 1583.50 feet to a cedar fence post;
2. N49°26'16"W, 34.23 feet to a cedar fence post;
3. S25°40'41"W, 39.42 feet to an iron rod with cap stamped "Vickrey";
4. S48°29'40"W, 2127.73 feet to a cedar fence post with "Mag Nail" on the northerly right of way line of Cypress Road (aka Limekiln Road) (width undetermined) at the southeast corner of said 195.14 acre tract from which an iron rod with aluminum cap stamped "Kent McMillian" bears S21°57'46"W, 50.84 feet;

THENCE, with said northerly right of way line, N77°16'32"W, 599.91 feet to a cedar fence post on the easterly line of said 311.56 acre tract;

THENCE, with fence and the easterly line of said 311.56 acre and westerly line of said 195.14 acre tract the following courses and distances:

1. N16°48'19"W, 270.65 feet to a calculated angle point in said line and;
2. N17°13'44"W, 1607.95 feet to the **POINT OF BEGINNING** and containing 858.70 acres of land, more or less.

SURVEYOR'S STATEMENT

I hereby state that the included field note description was prepared from an actual survey made on the ground under my supervision and is true and correct, to the best of knowledge and belief.

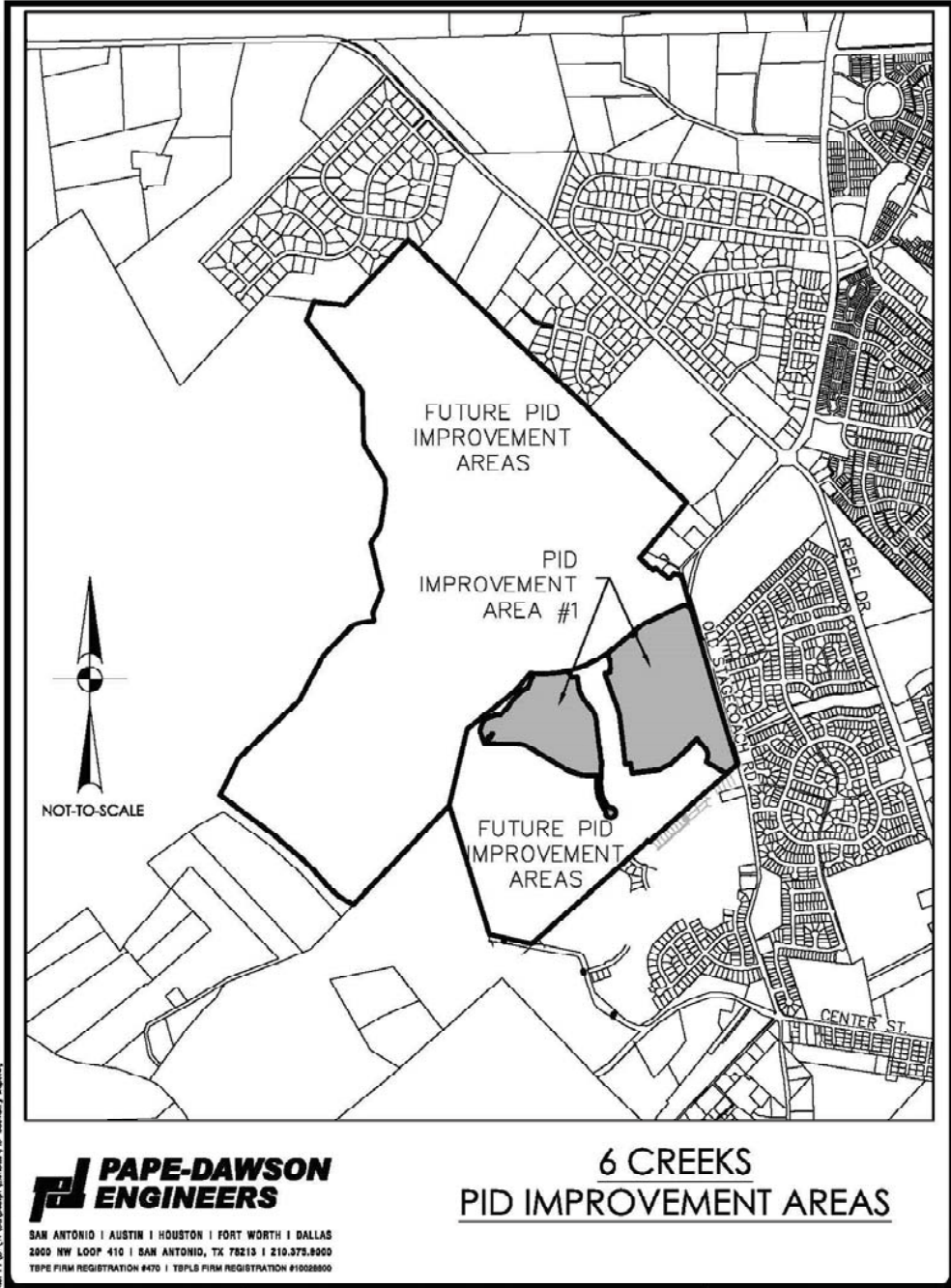


Paul C. Sauve, Jr., RPLS #2518
Austin Spatial Technologies, LLC
December 5, 2016



ATTACHMENT "B"

Exhibit "B-2"



DATE: MAR 26, 2021, 12:58PM User: D. Brown
FILE: 21-01-000-Dawson-6-Creeks-PID-Improvement-Areas.dwg

THIS DOCUMENT HAS BEEN PREPARED FROM MATERIAL THAT WAS STORED AND/OR TRANSMITTED ELECTRONICALLY AND MAY HAVE BEEN IMPROPERLY ALIGNED. RELY ONLY ON FINAL PLOTTED MATERIALS BEARING THE CONSULTANT'S ORIGINAL SIGNATURE AND SEAL.

ATTACHMENT “C”

Exhibit “D”

MAJOR IMPROVEMENTS

<u>Major Improvements</u>	<u>Dedicated to the City or County</u>	<u>Estimated Cost</u>
Wastewater Treatment Plant Capacity	City	\$31,651
Lift Station and Force Main	City	\$89,151
Offsite Water Improvements	City	\$340,177
Old Stagecoach Improvements	City	\$255,133
Park and Trail Improvements	City	\$321,468
Entry, Walls and Landscaping	City	\$797,716
Internal Roadway and Grading	County	\$2,853,778
Internal Water Improvements	City	\$1,446,469
Internal Wastewater Improvements	City	\$1,871,035
Internal Drainage Improvements	City	\$1,389,142
Detention/Water Quality Pond	City	\$2,109,226
Total		\$11,504,946