

CITY OF KYLE

Notice of Regular City Council Meeting



Kyle City Hall, 100 W. Center Street, Kyle, TX 78640
The public can watch remotely at: Spectrum 10;
<https://www.cityofkyle.com/kyletv/kyle-10-live>. One or more members of the governing body may participate in the meeting by videoconference pursuant to Section 551.127, Texas Government Code, provided that a quorum of the governing body will be present at Kyle City Hall.

Notice is hereby given that the governing body of the City of Kyle, Texas will meet at 7:00 PM on November 16, 2021, at Kyle City Hall, 100 W. Center Street, Kyle, TX 78640, for the purpose of discussing the following agenda.

Posted this 10th day of November, 2021, prior to 7:00 p.m.

I. Call Meeting to Order

II. Approval of Minutes

1. City Council Special Meeting Minutes - November 1, 2021. ~ *Jennifer Holm, City Secretary*
2. City Council Meeting Minutes - November 1, 2021. ~ *Jennifer Holm, City Secretary*
3. City Council Special Meeting Minutes - November 9, 2021. ~ *Jennifer Holm, City Secretary*

III. Citizen Comment Period with City Council

The City Council welcomes comments from Citizens early in the agenda of regular meetings. Those wishing to speak are encouraged to sign in before the meeting begins. Speakers may be provided with an opportunity to speak during this time period on any agenda item or any other matter concerning city business, and they must observe the three-minute time limit.

IV. City Manager's Report

4. Update on various capital improvement projects, road projects, building program, and/or general operational activities where no action is required. ~ *J. Scott Sellers, City Manager*

- Veterans Parade recap

- Mary Kyle Hartson Ribbon Cutting and Santa's Arrival
- Runoff election info
- Get Hired! event
- December City Council meeting schedule
- Team Kyle News

V. Presentation

5. Presentation regarding Kinder Morgan. ~ *Travis Mitchell, Mayor*
6. Presentation of graduates from the Kyle Citizens Police Academy Class #13. ~ *Jeff Barnett, Chief of Police*

Mark Stoub	Alan Fenter	Robert Rizo	David Sugerman
Albert Karch	Alonso Iruegas	Patricia Meyers	Shaquera "SJ" Parish
Tracy Scheel	Mary Grace Montgomery	Jessica Michallick	Juan Pineda
Mary Rehmann	Thelma Trahan	Angelica Medina	Isabel Armas
Randi Lehr	Gloria Aguilar	Jeneva Garza	Amy Croutch
Aida Esquivel	Paula Rizo	Ryan Daniel	Alma Medina

7. CIP/Road Projects Presentation. ~ *Travis Mitchell, Mayor*

VI. Consider and Possible Action

8. *(First Reading)* Approve an Ordinance amending the City's Approved Budget for Fiscal Year 2021-2022 by appropriating \$537,032.00 to provide funding for Change Order Numbers 4 and 6 approved by City Council on 11-1-2021 to Cadence Construction Company, LLC, in the amount of \$438,030.00 for the Heroes Memorial Park project and \$99,002.00 to construct an 8-inch reclaimed waterline underneath Kohlers Crossing. ~ *Perwez A. Moheet, CPA, Director of Finance*
9. Approve a Resolution of the City of Kyle, Texas Approving and Authorizing a Financing Agreement for the Kyle Plum Creek North Public Improvement District. ~ *Casey Sclar, P3Works, LLC, City's PID Administrator*
10. *(First Reading)* Consider and Possible Action on an Ordinance of the City of Kyle Making a Finding of Special Benefit to the Property in the Plum Creek North Public Improvement District; Providing for the Method of Assessment of Special Assessments Against Property in the District; Approving Assessment Rolls for the District; Levying Assessments Against Property Within the District; Providing for Payment of the Assessments; Providing for Penalties and Interest on Delinquent Assessments; Establishing a Lien on Property within the District; Approving a Service And Assessment Plan; Approving Landowner Agreements; Providing for Related Matters In Accordance with Chapter 372, Texas Local

Government Code; Providing an Effective Date; and Providing for Severability.
~ *Casey Sclar, P3Works, LLC, City's PID Administrator*

- Public Hearing

11. Kyle Area Senior Zone Update and Discussion Regarding Selection of Construction Manager/Owner's Representative. ~ *J. Scott Sellers, City Manager*
12. A Resolution of the City of Kyle, Texas, Authorizing the City Manager to Coordinate with the Texas Department of Transportation for Installation of a Sign at Interstate Highway 35 and South FM 1626 Prohibiting Soliciting, Begging Activity Directed at Drivers using the City Streets; Providing Open Meetings Clause; and Providing for Related Matters. ~ *Jeff Barnett, Chief of Police*
13. Consider a Request by Nitro Swimming to Grant a Special Exception for Parking on property located within Plum Creek PUD. ~ *Will Atkinson, City Planner*
14. (*First Reading*) An ordinance amending Chapter 41 (Subdivisions) of the City of Kyle, Texas, for the purpose of modifying Section 41-136 - Lots and Chapter 53 (Zoning) of the City of Kyle, Texas, for the purpose of modifying Section 53-143 - Site Development Regulations (Townhomes); Authorizing the City Secretary to amend the City of Kyle Code of Ordinances so as to reflect this change; providing for publication and effective date; providing for severability; and ordaining other provisions related to the subject matter hereof; finding and determining that the meeting at which this ordinance was passed was open to the public as required by law. ~ *William Atkinson, City Planner*

Planning and Zoning Commission voted 5-0 to recommend approval.

- Public Hearing

15. Consideration and possible action to adopt the concrete washout standard detail attached to this item. ~ *Kathy Roecker, Stormwater Management Plan Administrator*
16. Authorize public hearings on the proposed creation of City TIRZ's and authorize City staff to prepare and file with the City Secretary's Office TIRZ Preliminary Project Plans. ~ *J. Scott Sellers, City Manager*
17. Discussion and possible direction on redesigning layout of Council Chambers to accommodate an ADA accessible lectern. ~ *Samantha Armbruster, Director of Communications*
18. Discussion of city trips. ~ *Yvonne Flores-Cale, Council Member*

VII. Executive Session

19. Pursuant to Chapter 551, Texas Government Code, the City Council reserves the right to convene into Executive Session(s) from time to time as deemed necessary

during this meeting. The City Council may convene into Executive Session pursuant to any lawful exception contained in Chapter 551 of the Texas Government Code including any or all of the following topics.

1. Pending or contemplated litigation or to seek the advice of the City Attorney pursuant to Section 551.071.
 - Procurement Process
 - Prairie Lakes Development Agreement
 - Proposed City TIRZs
 2. Possible purchase, exchange, lease, or value of real estate pursuant to Section 551.072.
 3. Personnel matters pursuant to Section 551.074.
 4. Convene into executive session pursuant to Section 551.087, Texas Government Code, to deliberate regarding the offer of economic incentives to one or more business prospects that the City seeks to have locate, stay, or expand in or near the City.
 - Project Red Violet
 - Project Phoenix
 - Project Goldenrod
20. Take action on items discussed in Executive Session.

VIII. Adjourn

At any time during the Regular City Council Meeting, the City Council may adjourn into an Executive Session, as needed, on any item listed on the agenda for which state law authorizes Executive Session to be held

*Per Texas Attorney General Opinion No. JC-0169; Open Meeting & Agenda Requirements, Dated January 24, 2000: The permissible responses to a general member communication at the meeting are limited by 551.042, as follows: "SEC. 551.042. Inquiry Made at Meeting. (a) If, at a meeting of a government body, a member of the public or of the governmental body inquires about a subject for which notice has not been given as required by the subchapter, the notice provisions of this subchapter, do not apply to: (1) a statement of specific factual information given in response to the inquiry; or (2) a recitation of existing policy in response to the inquiry. (b) Any deliberation of or decision about the subject of the inquiry shall be limited to a proposal to place the subject on the agenda for a subsequent meeting."



CITY OF KYLE, TEXAS

2021 1101 Special Minutes

Meeting Date: 11/16/2021

Date time: 7:00 PM

Subject/Recommendation: City Council Special Meeting Minutes - November 1, 2021. ~ *Jennifer Holm, City Secretary*

Other Information:

Legal Notes:

Budget Information:

ATTACHMENTS:

Description

- ☐ 2021 1101 DRAFT Special Minutes

SPECIAL CITY COUNCIL MEETING MINUTES

The City Council of the City of Kyle, Texas met in Special Session on November 1, 2021 at Kyle City Hall with the following persons present:

Mayor Travis Mitchell
Mayor Pro Tem Rick Koch
Council Member Dex Ellison*
Council Member Yvonne Flores-Cale
Council Member Robert Rizo
Council Member Ashlee Bradshaw
Council Member Michael Tobias
Scott Sellers, City Manager
James Earp, Assistant City Manager
Jerry Hendrix, Assistant City Manager
Paige Saenz, City Attorney
Samantha Armbruster, Communications Dir.
Jennifer Holm, City Secretary
Diana Torres, Economic Dev Director
Perwez Moheet, Finance Director
Matt Dawson, IT Director
Will Atkinson, City Planner
Jeff Barnett, Chief of Police

I. Call Meeting to Order

Mayor Mitchell called the meeting to order at 6:02 p.m. Mayor Mitchell asked the city secretary to call roll.

Present were: Mayor Mitchell, Mayor Pro Tem Koch, Council Member Rizo, Council Member Bradshaw, and Council Member Tobias. A quorum was present. Council Members Ellison and Flores-Cale were absent at roll call but were present at 6:04 p.m. and 6:03 p.m. respectively.

II. Citizen Comment Period with City Council

Mayor Mitchell opened citizen comments at 6:02 p.m. With no one wishing to speak, Mayor Mitchell closed citizen comments at 6:02 p.m.

III. Executive Session

1. Pursuant to Chapter 551, Texas Government Code, the City Council reserves the right to convene into Executive Session(s) from time to time as deemed necessary during this meeting. The City Council may convene into Executive Session pursuant to any lawful exception contained in Chapter 551 of the Texas Government Code including any or all of the following topics.
 1. Pending or contemplated litigation or to seek the advice of the City Attorney pursuant to Section 551.071.
 - Public Safety Center
 - Procurement Process
 - Code Enforcement Project

*One or more members of the governing body may participate in the meeting by videoconference pursuant to Section 551.127, Texas Government Code, provided that a quorum of the governing body will be present at Kyle City Hall.

- TIRZ Process
 - PUD Zoning
 - Kyle Uber \$3.14 Update
 - Heroes Memorial Park
2. Possible purchase, exchange, lease, or value of real estate pursuant to Section 551.072.
 3. Personnel matters pursuant to Section 551.074.
 4. Convene into executive session pursuant to Section 551.087, Texas Government Code, to deliberate regarding the offer of economic incentives to one or more business prospects that the City seeks to have locate, stay, or expand in or near the City.
 - Project Just Peachy
 - Project Brown
 - Project Root Beer

Council Member Bradshaw read into the record, “Pursuant to Chapter 551, Texas Government Code, the City Council reserves the right to convene into Executive Session(s) from time to time as deemed necessary during this meeting. The City Council may convene into Executive Session pursuant to any lawful exception contained in Chapter 551 of the Texas Government Code including any or all of the following topics: Pending or contemplated litigation or to seek the advice of the City Attorney pursuant to Section 551.071 - Public Safety Center; Procurement Process; Code Enforcement Project; TIRZ Process; PUD Zoning; Kyle Uber \$3.14 Update; Heroes Memorial Park; and Convene into executive session pursuant to Section 551.087, Texas Government Code, to deliberate regarding the offer of economic incentives to one or more business prospects that the City seeks to have locate, stay, or expand in or near the City - Project Just Peachy; Project Brown; and Project Root Beer.”

The City Council convened into executive session at 6:03 p.m.

IV. Take action on items discussed in Executive Session.

Mayor Mitchell called the meeting back to order at 7:10 p.m. Mayor Mitchell announced that no action took place in Executive Session and no action would be taken now.

V. Adjourn

Mayor Mitchell moved to adjourn. Council Member Flores-Cale seconded the motion. No vote was taken.

With no further business to discuss, the City Council adjourned at 7:10 p.m. [Check 2nd]

Travis Mitchell, Mayor

Attest:

Jennifer Holm, City Secretary



CITY OF KYLE, TEXAS

2021 1101 Minutes

Meeting Date: 11/16/2021
Date time: 7:00 PM

Subject/Recommendation: City Council Meeting Minutes - November 1, 2021. ~ *Jennifer Holm, City Secretary*

Other Information:

Legal Notes:

Budget Information:

ATTACHMENTS:

Description

- ☐ 2021 1101 DRAFT Minutes

REGULAR CITY COUNCIL MEETING MINUTES

The City Council of the City of Kyle, Texas met in Regular Session on November 1, 2021 at Kyle City Hall with the following persons present:

Mayor Travis Mitchell	Colby Harris
Mayor Pro Tem Rick Koch	Carlos Lopez
Council Member Dex Ellison*	David Harding
Council Member Yvonne Flores-Cale	Jon Snyder
Council Member Robert Rizo	
Council Member Ashlee Bradshaw	
Council Member Michael Tobias	
Scott Sellers, City Manager	
James Earp, Assistant City Manager	
Jerry Hendrix, Assistant City Manager	
Paige Saenz, City Attorney	
Samantha Armbruster, Communications Dir.	
Jennifer Holm, City Secretary	
Carla Sheridan, Assistant City Secretary	
Leon Barba, City Engineer	
Kathy Roecker, SWMP Administrator	
Diana Torres, Economic Dev Director	
Victoria Vargas, ED Project Manager	
Perwez Moheet, Finance Director	
Sandra Duran, HR Director	
Matt Dawson, IT Director	
Benito Pereda, Park and Trails Maint. Supv.	
Will Atkinson, City Planner	
Debbie Guerra, Planning Technician	
Jeff Barnett, Chief of Police	
Pedro Hernandez, Police Captain	
Harper Wilder, Director of Public Works	

I. Call Meeting to Order

Mayor Mitchell called the meeting to order at 7:11 p.m. The Pledge of Allegiance was recited. Mayor Mitchell asked the city secretary to call roll.

Present were: Mayor Mitchell, Mayor Pro Tem Koch, Council Member Ellison, Council Member Flores-Cale, Council Member Rizo, Council Member Bradshaw, and Council Member Tobias. A quorum was present.

II. Approval of Minutes

1. City Council Special Meeting Minutes - October 19, 2021. ~ *Jennifer Holm, City Secretary*
2. City Council Meeting Minutes - October 19, 2021. ~ *Jennifer Holm, City Secretary*

Mayor Mitchell brought forward the minutes for discussion. Council Member Bradshaw left the dais at 7:12 p.m.

*One or more members of the governing body may participate in the meeting by videoconference pursuant to Section 551.127, Texas Government Code, provided that a quorum of the governing body will be present at Kyle City Hall. Council Members attending virtually are designated by *.

Council Member Tobias moved to approve the minutes of the October 19, 2021 Special Council Meeting and the minutes of the October 19, 2021 Council Meeting. Council Member Flores-Cale seconded the motion. All votes aye; motion carried 6-0. Council Member Bradshaw was absent for the vote.

III. Citizen Comment Period with City Council

Mayor Mitchell opened citizen comments at 7:12 p.m. With no one wishing to speak, Mayor Mitchell closed citizen comments at 7:13 p.m.

IV. City Manager's Report

3. Update on various capital improvement projects, road projects, building program, and/or general operational activities where no action is required. ~ *J. Scott Sellers, City Manager*
 - Parks and Recreation Halloween Recap
 - 2021 Elections
 - Arbor Day - Nov 6th
 - Veterans Parade - Nov 13th
 - Special Meeting - Nov 9th
 - Team Kyle News

Mayor Mitchell brought forward the City Manager's Report.

Mr. Pereda, Park and Trails Maintenance Supervisor, presented the Center Street Trick or Treat Contest Winners, and spoke about Arbor Day, which is November 6. He announced the Veterans Day Parade, taking place November 13th from 12 - 6pm.

Ms. Holm spoke about Election Day, taking place tomorrow, November 2, 2021. Voters can vote at any Hays County location, see www.cityofkyle.com/election for details. Election results will be posted at www.cityofkyle.com/electionresults as they become available. Mr. Sellers stated that the election will be canvassed at a special called City Council meeting on November 9th.

Ms. Duran presented Team Kyle News to include anniversaries, promotions and graduations, and announced the City's observance of Veterans Day on Thursday, November 11th - City offices will be closed. Additionally, City offices will be closed on November 17th from noon - 1:30 p.m. for the Team Kyle Thanksgiving luncheon.

Ms. Torres announced that Victoria Vargas has completed the OUEDI three-year program.

V. Presentation

4. CIP/Road Projects Presentation. ~ *Travis Mitchell, Mayor*

Mayor Mitchell brought forward the CIP/Road Projects. Mr. Barba presented the item. Colby Harris with BGE, representing Hays County, spoke about the Windy Hill Road Bond Project. No action was taken.

VI. Consider and Possible Action

17. [Postponed 10/4/21] (*First Reading*) An ordinance amending Chapter 53 (Zoning) of the City of Kyle, Texas, for the purpose of assigning original zoning to approximately 10.81 acres of land to Retail Service District 'RS' and approximately 34.83 acres to Multi-Family Residential-3 'R-3-3' for property located at 20139 IH-35, in Hays County, Texas. (Sunrise Village Investments, LLC - Z-21-0082) ~ *James R. Earp, Assistant City Manager*

Planning and Zoning Commission voted 4-0 to recommend approval of the request.

- Public Hearing

With no objections, Mayor Mitchell brought forward Item No. 17 for discussion out of order before Item No. 5. Mayor Mitchell turned the floor over to Mayor Pro Tem Koch and left the dais at 7:30 p.m.

Mayor Pro Tem Koch opened the public hearing at 7:30 p.m. With no one wishing to speak, Mayor Pro Tem Koch closed the public hearing at 7:30 p.m.

Mayor Pro Tem Koch moved to deny an ordinance amending Chapter 53 (Zoning) of the City of Kyle, Texas, for the purpose of assigning original zoning to approximately 10.81 acres of land to Retail Service District 'RS' and approximately 34.83 acres to Multi-Family Residential-3 'R-3-3' for property located at 20139 IH-35, in Hays County, Texas. Council Member Flores-Cale seconded the motion. All votes aye; motion carried 6-0. Mayor Mitchell was absent for the vote.

5. Consider approving an Interlocal Agreement (ILA) between the City of Kyle and Hays County for the City's funding obligations of each entity for the Center Street Union Pacific Rail Siding Project. The City's total funding obligation shall not exceed \$1,230,000.00 under this ILA. ~ *Paula Gruber, HNTB*

Mayor Pro Tem Koch brought forward Item No. 5 for discussion after Item No. 17. Mr. Carlos Lopez presented the item.

Council Member Rizo moved to approve an Interlocal Agreement between the City of Kyle and Hays County for the City's funding obligations of each entity for the Center Street Union Pacific Rail Siding Project. Council Member Flores-Cale seconded the motion. All votes aye; motion carried 6-0. Mayor Mitchell was absent for the vote.

6. Authorize the City Manager to execute Site Specific Declarations of Covenants, Restrictions and Easements for the Heroes Memorial Tracts, approve letter agreements authorizing the conveyance and addressing drainage and restrictive covenant obligations, and authorize the City Manager or Mayor to execute all documents necessary to accept conveyance of Heroes Memorial Tracts. ~ *J. Scott Sellers, City Manager*

Mayor Pro Tem Koch brought forward Item No. 6 for discussion. Mr. Sellers presented the item. Ms. Saenz provided information about the signatories.

Mayor Pro Tem Koch moved to authorize the City Manager to execute Site Specific Declarations of Covenants, Restrictions and Easements for the Heroes Memorial Tracts, approve letter agreements

authorizing the conveyance and addressing drainage and restrictive covenant obligations, and authorize the City Manager or Mayor to execute all documents necessary to accept conveyance of Heroes Memorial Tracts. Council Member Rizo seconded the motion. Motion carried 5-1 with Council Member Flores-Cale dissenting. Mayor Mitchell was absent for the vote.

7. Approval of Change Order No. 4 to CADENCE MCSHANE CONSTRUCTION COMPANY LLC, Austin, Texas, in an additional amount not to exceed \$438,030, increasing the total contract amount to \$8,388,030 for the purpose of funding value engineering items that were later denied and kept in project. ~ *David Harding, AGCM Project Manager*

Mayor Pro Tem Koch brought forward Item No. 7 for discussion. Mr. Harding presented the item.

Council Member Rizo moved to approve Change Order No. 4 to Cadence McShane Construction Company LLC, Austin, Texas, in an additional amount not to exceed \$438,030, increasing the total contract amount to \$8,388,030 for the purpose of funding value engineering items that were later denied and kept in project. Mayor Pro Tem Koch seconded the motion. All votes aye; motion carried 6-0. Mayor Mitchell was absent for the vote.

8. Approval of Change Order No. 6 to CADENCE MCSHANE CONSTRUCTION COMPANY LLC, Austin, Texas, in an additional amount not to exceed \$99,002, increasing the total contract amount to \$8,487,032 for the purpose constructing 8" reclaimed waterline underneath Kohlers Crossing. ~ *Leon Barba, P.E., City Engineer*

Mayor Pro Tem Koch brought forward Item No. 8 for discussion. Mr. Barba presented the item.

Council Member Rizo moved to approve Change Order No. 6 to Cadence McShane Construction Company LLC, Austin, Texas, in an additional amount not to exceed \$99,002, increasing the total contract amount to \$8,487,032 for the purpose constructing 8" reclaimed waterline underneath Kohlers Crossing. Council Member Flores-Cale seconded the motion. All votes aye; motion carried 6-0. Mayor Mitchell was absent for the vote.

9. Approve a Resolution of the City of Kyle, Texas Accepting a Preliminary Service and Assessment Plan for the Plum Creek North Public Improvement District; Directing the Filing of Proposed Assessment Rolls for said Public Improvement District; Approving the Publication of Notice of a Public Hearing to Consider an Ordinance Levying Assessments on Property Located within said Public Improvement District that is Specially Benefitted by the Improvements Being Financed; Directing City Staff to Publish and Mail Notice of said Public Hearing; and Resolving Other Matters Incident and Related Thereto; and Providing an Effective Date. ~ *Jon Snyder, P3Works, LLC, City's PID Administrator*

Mayor Pro Tem Koch brought forward Item No. 9 for discussion. Mr. Snyder presented the item. Mayor Mitchell returned to the dais at 7:49 p.m.

Mayor Pro Tem Koch moved to approve a Resolution of the City of Kyle, Texas Accepting a Preliminary Service and Assessment Plan for the Plum Creek North Public Improvement District; Directing the Filing of Proposed Assessment Rolls for said Public Improvement District; Approving the Publication of Notice of a Public Hearing to Consider an Ordinance Levying Assessments on

Property Located within said Public Improvement District that is Specially Benefitted by the Improvements Being Financed; Directing City Staff to Publish and Mail Notice of said Public Hearing; and Resolving Other Matters Incident and Related Thereto; and Providing an Effective Date. Council Member Ellison seconded the motion. All votes aye; motion carried 7-0.

10. Authorize award and execution of a Purchase Order to Rushworks in an amount not to exceed \$29,600.00 utilizing PEG funds, for the upgrade of servers and AV equipment used to record and broadcast public meetings on the internet and public access channel, inside council chambers. ~ *Matt Dawson, Director of Information Technology*

Mayor Mitchell brought forward Item No. 10 for discussion. Mr. Dawson presented the item.

Council Member Ellison moved to authorize award and execution of a Purchase Order to Rushworks in an amount not to exceed \$29,600.00 utilizing PEG funds, for the upgrade of servers and AV equipment used to record and broadcast public meetings on the internet and public access channel, inside council chambers. Council Member Rizo seconded the motion. All votes aye; motion carried 7-0.

11. Authorize the Police Department to Purchase Four (4) Haenni Instruments WL101 Wheel Load Weigher Scales in an Amount Not to Exceed \$21,000 from Loadometer Corporation. ~ *Jeff Barnett, Chief of Police*

Mayor Mitchell brought forward Item No. 11 for discussion. Chief Barnett presented the item.

Council Member Ellison moved to authorize the Police Department to Purchase Four (4) Haenni Instruments WL101 Wheel Load Weigher Scales in an Amount Not to Exceed \$21,000 from Loadometer Corporation. Council Member Flores-Cale seconded the motion.

There was discussion on the motion. Mr. Sellers stated that this would help with the designation of truck routes within the city. He mentioned working with developers at construction sites regarding directing truck routes away from certain neighborhoods and arterials. Mr. Sellers said our goal was to implement truck routes on the loops and bypasses. He mentioned work with TxDOT to get Center Street designated as a non-truck route. He said this work would be a step in that direction as routes are designated within the city. Council Member Rizo stated that he couldn't agree more, and this will alleviate a lot for Buda and Kyle, and that he is looking forward to the future.

All votes aye; motion carried 7-0.

12. Consider amending the Project Management Services contract with K FRIESE & ASSOCIATES, INC., Austin, Texas to add two additional roads to their scope of work. ~ *Leon Barba, P.E., City Engineer*

Mayor Mitchell brought forward Item No. 12 for discussion. Mr. Barba presented the item.

Council Member Ellison moved to amend the Project Management Services contract with K Friese & Associates, Inc., Austin, Texas to add two additional roads to their scope of work. Council Member Rizo seconded the motion.

There was discussion on the motion. Council Member Tobias referenced a map provided in the presentation, specifically the circles at Kyle Parkway, Lehman, and Seton Parkway, and asked whether those are what he thinks they are. Mr. Barba stated yes. Council Member Tobias stated that he recently witnessed an accident at Kyle Parkway and Dacy. Mr. Barba stated that there was a formal study done at Kyle Parkway and Dacy Lane and stated there have been a number of accidents there. He guesstimated that the intersection would warrant a traffic signal at this time. Council Member Tobias stated that people are coming down the hill from Dacy Lane coming south, and he spoke about another accident on Lehman and FM 150. He stated that people are coming down the hill at a high rate of speed, there is nothing to stop them, at least if they know there will be a streetlight there is a concern. Council Member Tobias continued that people in that area trying to get out of Kensington Trails are just trying to pull out as fast as they can. Mr. Sellers stated that the City asked the Transportation Master Plan engineer to look at places where roundabouts make sense, and where there are hills, it does make sense, at Dacy and Kyle Parkway where there was the accident. He stated he would address the other accident referred to at Lehman and FM 150 this weekend, a vehicle at a signal turned left in front of a motorcycle, and the motorcycle riders were critically injured. Mr. Sellers continued that if a roundabout had been at that intersection, the accident would not have happened because it forces the right turn, whereas the signal forces a left turn. He stated he believes the vehicle that turned thought they had a green signal, but it turned in front of the motorcycle who had the right-of-way. Mr. Sellers stated that the transportation engineer concluded that by forcing vehicles to the right, the severity of an accident should one occur is significantly mitigated. He continued that last week the City did a mock-up of what a roundabout could look like there and found that it does fit very well with the space. He said because of the limited sight distance, the hill, etc., the City will have the subcontractors look at, but chances are they will recommend a roundabout. Council Member Tobias stated there is a large amount of traffic that goes through that area. He stated that he could maybe understand areas like Burleson, but this area is very populated with cars, trucks and commercial vehicles. Mr. Sellers stated that the roundabout will get more traffic through, for one, but will slow down the approach and make the intersection safer. He stated that cars coming down a hill to a signal will try to beat the light and will have to lock up their brakes if the light changes too quickly. The City wants to avoid the speeding up at an intersection and the roundabout will naturally do that. Mayor Mitchell asked as it relates to K Friese as the GEC, the last roundabout the City did had a lot of problems with the engineer and expectations, standards, which the City has adopted new standards. He would like to get a sense of what role K Friese would play in assuring everything the City assigns to them is meticulously and properly engineered for not only the current climate but future climates as well. He added also during construction, make sure that intersections and roads aren't being shut down. He asked whether that is under their purview or their subs purview. Mr. Barba stated it will be both, the City expects K Friese Associates to review the plans and meeting criteria established. The City expects the contract firm to make sure they follow the same rules and regulations set for them. Mr. Barba continued that he has a meeting with K Friese and Associates Wednesday to go over the details regarding expectations. Mayor Mitchell asked about the timing of construction. He mentioned the Kyle Parkway and Dacy intersection being scary, regardless of what kind of intersection it is. Mayor Mitchell asked if this is five years out are we sure we want to tie the intersection in this larger project or deal with this intersection as a standalone project and would it be faster. Mr. Sellers stated that either way, on this project, if we were to engage the engineer for just the roundabout or the full road, we could task the engineer with starting on phase 1 as the roundabout. He mentioned having

them design the whole road but with this being their first priority. Mr. Barba stated that there is money in this year's budget for traffic signals and intersections. Mayor Mitchell stated he doesn't want to solve this problem and forget about the road. Mr. Barba stated his first recommendation was an all-way stop. Mr. Barba spoke about advanced warning signs. Council Member Rizo stated the quickest fix would be the stop signs and asked what the current speed limit is. Mayor Mitchell asked whether Council remembered what happened at Bunton and Dacy and said the traffic was backed up the hill. Mr. Sellers stated that the speed limit is 45 and that usually when installing new stop signs, it takes three to six weeks for traffic patterns to normalize. Council Member Rizo stated, for an intersection that is dangerous, we are looking at what we can do to mitigate and doing what is best for the citizens. He continued that most citizens would see and know that the City has their best interest at heart, and this is about identifying problem areas, making sure people are safe, and moving forward. Council Member Ellison stated that he appreciates the discussion, and agrees with Council's comments, particularly the mayor's and he believes some remediation is necessary now, until we get to the point of what that intersection will be, would be very beneficial for residents in that area.

All votes aye; motion carried 6-0. Council Member Flores-Cale was absent for the vote, but arrived back at 8:10 p.m.

13. Development Agreement Establishing Development Standards for the RPC Kyle, LLC and Kyle 120, LLC Development. ~ *Will Atkinson, City Planner*

Mayor Mitchell brought forward Item No. 13 for discussion. Mr. Atkinson presented the item.

Mayor Pro Tem Koch moved to approve a Development Agreement Establishing Development Standards for the RPC Kyle, LLC and Kyle 120, LLC Development. Council Member Rizo seconded the motion. All votes aye; motion carried 7-0.

14. (*Second Reading*) An ordinance amending Chapter 53 (Zoning) of the City of Kyle, Texas, for the purpose of assigning original zoning to approximately 318 total acres (PUD Zoning - 256 acres to Single Family Attached 'R-1-A') (43.92 to Apartments Residential-3 'R-3-3') (18.38 acres to Retail Service District 'RS') for property located at 700 Bunton Lane and 800 Bunton Lane, in Hays County, Texas. (RPC Kyle, LLC and Kyle 120 LLC - Z-21-0088) ~ *William Atkinson, City Planner*

P&Z voted 6-0 to recommend approval of the request.

City Council voted 6-0 to approve on first reading.

Mayor Mitchell brought forward Item No. 14 for discussion. Mr. Atkinson presented the item. Hunter Floyd, the applicant provided information about the project.

Council Member Rizo moved to approve an ordinance amending Chapter 53 (Zoning) of the City of Kyle, Texas, for the purpose of assigning original zoning to approximately 318 total acres (PUD Zoning - 256 acres to Single Family Attached 'R-1-A') (43.92 to Apartments Residential-3 'R-3-3') (18.38 acres to Retail Service District 'RS') for property located at 700 Bunton Lane and 800 Bunton Lane, in Hays County, Texas. Mayor Pro Tem Koch seconded the motion.

There was discussion on the motion. Council Member Flores-Cale advised Mr. Floyd to keep his passion. She stated that the residents deserve that same passion and fire he had from the beginning. Council Member Flores-Cale asked that if he feels the City isn't being fair, to come to a Council meeting so they can work on that. Mr. Floyd stated the legal side doesn't always bring the passion out in the subject and that this was just the framework, and they aren't done yet. Council Member Rizo stated that he is looking forward to this project, setting the bar high for developers. He is looking forward to this high standard development in this area.

Motion carried 6-1 with Council Member Tobias dissenting.

15. Accept the withdrawal of the petition for annexation of 37.99 acres, more or less, of land located in Hays County, Texas; setting annexation schedule; providing for open meetings and other related matters. (ANNX-21-0012) ~ *Will Atkinson, City Planner*

Mayor Mitchell brought forward Item No. 15 for discussion. Mayor Pro Tem left the dais at 8:38 p.m. and did not return. Mr. Atkinson presented the item.

Council Member Ellison moved to accept the withdrawal of the petition for annexation of 37.99 acres, more or less, of land located in Hays County, Texas; setting annexation schedule; providing for open meetings and other related matters. Council Member Flores-Cale seconded the motion. All votes aye; motion carried 6-0. Mayor Pro Tem Koch was absent for the vote.

16. (*Second Reading*) An ordinance of the City of Kyle, Texas annexing 2.548 of land, more or less, located at 4750 Dacy Lane, Hays County, including the abutting streets, roadways, and rights-of-way into the corporate limits of the City, at the request of the property owner; approving a service plan for the annexed area; making findings of fact; providing a severability clause and an effective date; and providing for open meetings and other related matters. (ANNX-21-0011) ~ *Will Atkinson, City Planner*

City Council voted 5-1 to approve on first reading.

Mayor Mitchell brought forward Item No. 16 for discussion. Mr. Atkinson presented the item.

Council Member Rizo moved to approve an ordinance of the City of Kyle, Texas annexing 2.548 of land, more or less, located at 4750 Dacy Lane, Hays County, including the abutting streets, roadways, and rights-of-way into the corporate limits of the City, at the request of the property owner; approving a service plan for the annexed area; making findings of fact; providing a severability clause and an effective date; and providing for open meetings and other related matters. Mayor Mitchell seconded the motion. Motion carried 5-1 with Council Member Flores-Cale dissenting. Mayor Pro Tem Koch was absent for the vote.

18. Consideration and possible action to update the Stormwater Regulations ordinance to include more stringent requirements for construction concrete washout pits. ~ *Yvonne Flores-Cale, Council Member*

Mayor Mitchell brought forward Item No. 18 for discussion and gave the floor to Council Member Flores-Cale.

Mayor Mitchell moved to direct staff to bring back a standard detail as discussed to include more stringent requirements for construction concrete washout pits. Council Member Flores-Cale seconded the motion.

There was discussion on the motion. Council Member Ellison stated that he is in support. He stated that the agenda item states update the Stormwater Regulations Ordinance, so he was curious whether Council needs to approve new language. Ms. Roecker stated that they determined the standard detail would better accomplish their goal in a late meeting on a Friday and she was unable to update the agenda language.

All votes aye; motion carried 6-0. Mayor Pro Tem Koch was absent for the vote.

19. Discussion and possible action regarding the City of Kyle's Comprehensive Plan. ~ *Yvonne Flores-Cale, Council Member*

Mayor Mitchell brought forward Item No. 19 for discussion and gave the floor to Council Member Flores-Cale.

Council Member Flores-Cale moved to bring back this item at the January 4, 2022 Council Meeting. Mayor Mitchell seconded the motion. All votes aye; motion carried 6-0. Mayor Pro Tem Koch was absent for the vote.

VII. Executive Session

20. Pursuant to Chapter 551, Texas Government Code, the City Council reserves the right to convene into Executive Session(s) from time to time as deemed necessary during this meeting. The City Council may convene into Executive Session pursuant to any lawful exception contained in Chapter 551 of the Texas Government Code including any or all of the following topics.

1. Pending or contemplated litigation or to seek the advice of the City Attorney pursuant to Section 551.071.
 - Public Safety Center
 - Procurement Process
 - Code Enforcement Project
 - TIRZ Process
 - PUD Zoning
 - Kyle Uber \$3.14 Update
 - Heroes Memorial Park
2. Possible purchase, exchange, lease, or value of real estate pursuant to Section 551.072.
3. Personnel matters pursuant to Section 551.074.
4. Convene into executive session pursuant to Section 551.087, Texas Government Code, to deliberate regarding the offer of economic incentives to one or more business prospects that the City seeks to have locate, stay, or expand in or near the City.
 - Project Just Peachy
 - Project Brown
 - Project Root Beer

Council Member Bradshaw read into the record, "Pursuant to Chapter 551, Texas Government Code, the City Council reserves the right to convene into Executive Session(s) from time to time as deemed necessary during this meeting. The City Council may convene into Executive Session pursuant to any lawful exception contained in Chapter 551 of the Texas Government Code including any or all of the following topics: Pending or contemplated litigation or to seek the advice of the City Attorney pursuant to Section 551.071 - Public Safety Center; and Procurement Process."

The City Council convened into executive session at 8:56 p.m.

21. Take action on items discussed in Executive Session.

Mayor Mitchell called the meeting back to order at 9:51 p.m. Mayor Mitchell announced that no action took place in Executive Session and no action would be taken now. Mayor Pro Tem Koch and Council Members Ellison and Rizo were absent.

VIII. Adjourn

Mayor Mitchell moved to adjourn. Council Member Flores-Cale seconded the motion. No vote was taken.

With no further business to discuss, the City Council adjourned at 9:51 p.m.

Travis Mitchell, Mayor

Attest:

Jennifer Holm, City Secretary



CITY OF KYLE, TEXAS

2021 1109 Special Minutes

Meeting Date: 11/16/2021

Date time: 7:00 PM

Subject/Recommendation: City Council Special Meeting Minutes - November 9, 2021. ~ *Jennifer Holm, City Secretary*

Other Information:

Legal Notes:

Budget Information:

ATTACHMENTS:

Description

- ☐ 2021 1109 DRAFT Special Minutes

SPECIAL CITY COUNCIL MEETING MINUTES

The City Council of the City of Kyle, Texas met in Special Session on November 9, 2021 at Kyle City Hall with the following persons present:

Mayor Travis Mitchell
Council Member Dex Ellison
Council Member Robert Rizo
Council Member Michael Tobias
Scott Sellers, City Manager
Jennifer Holm, City Secretary
Grant Bowling, Videographer
Will Atkinson, City Planner
Debbie Guerra, Planning Technician

I. Call Meeting to Order

Mayor Mitchell called the meeting to order at 6:02 p.m. Mayor Mitchell asked the city secretary to call roll.

Present were: Mayor Mitchell, Council Member Ellison, Council Member Rizo, and Council Member Tobias. A quorum was present.

Mayor Pro Tem Koch, and Council Members Flores-Cale and Bradshaw were absent.

II. Citizen Comment Period with City Council

Mayor Mitchell opened citizen comments at 6:02 p.m. With no one wishing to speak, Mayor Mitchell closed citizen comments at 6:02 p.m.

III. Consider and Possible Action

1. A Resolution Canvassing the Returns and Declaring the Results of the November 2, 2021 General Election of the City of Kyle, Texas. ~ *Travis Mitchell, Mayor*

Mayor Mitchell brought forward Item No. 2. Mayor Mitchell read into the record:

There came to be considered the returns of the general election held on the 2nd day of November, 2021, for the purpose of electing Council Members for Districts 5 and 6, and it appearing from said returns duly and legally made; that each of the candidates in said election received the following votes: For District 5, Donny J. Wills received a total of 236 votes; Leah Kaufman received a total of 408 votes; Rick Koch received a total of 643 votes; and Daniela C. Parsley received a total of 489 votes. For District 6, Michael Tobias received a total of 302 votes. It is found, determined and declared by the City Council that said election was duly called; that notice of said election was given in accordance with law, and that said election was held in accordance with law; and that Michael Tobias was duly elected to Council District 6. Said above named party is hereby declared duly elected to said office, subject to the taking of the oath of office as provided by the laws of the State of Texas. In accordance with the Constitution and the Texas Election Code, a Municipal Runoff Election is hereby called and ordered for Tuesday, December 7, 2021, at which election all qualified voters of the City may vote for the purpose of electing a Council Member for District 5. The candidates for such runoff election

shall be Rick Koch and Daniela C. Parsley, the two candidates in the general election who received the most votes.

Council Member Tobias moved to approve a Resolution Canvassing the Returns and Declaring the Results of the November 2, 2021 General Election. Council Member Rizo seconded the motion. All votes aye; motion carried 4-0.

2. A Resolution of the City of Kyle, Texas, Calling a Runoff Election on Tuesday, December 7, 2021, for the Purpose of Electing a Council Member District 5; Providing for Early Voting and for Notice of the Election; and Providing for Other Matters Relating to the Election and Setting an Effective Date. ~ *Travis Mitchell, Mayor*

Mayor Mitchell brought forward and presented Item No. 2.

Council Member Rizo moved to approve a Resolution of the City of Kyle, Texas, Calling a Runoff Election on Tuesday, December 7, 2021, for the Purpose of Electing a Council Member District 5; Providing for Early Voting and for Notice of the Election; and Providing for Other Matters Relating to the Election and Setting an Effective Date. Council Member Tobias seconded the motion. All votes aye; motion carried 4-0.

IV. Executive Session

3. Pursuant to Chapter 551, Texas Government Code, the City Council reserves the right to convene into Executive Session(s) from time to time as deemed necessary during this meeting. The City Council may convene into Executive Session pursuant to any lawful exception contained in Chapter 551 of the Texas Government Code including any or all of the following topics.
 1. Pending or contemplated litigation or to seek the advice of the City Attorney pursuant to Section 551.071.
 2. Possible purchase, exchange, lease, or value of real estate pursuant to Section 551.072.
 3. Personnel matters pursuant to Section 551.074.
 4. Convene into executive session pursuant to Section 551.087, Texas Government Code, to deliberate regarding the offer of economic incentives to one or more business prospects that the City seeks to have locate, stay, or expand in or near the City.

There was no executive session.

4. Take action on items discussed in Executive Session.

V. Adjourn

Mayor Mitchell moved to adjourn. Council Member Rizo seconded the motion. No vote was taken.

With no further business to discuss, the City Council adjourned at 6:06 p.m.

Attest:

Jennifer Holm, City Secretary

Travis Mitchell, Mayor



CITY OF KYLE, TEXAS

City Manager's Report

Meeting Date: 11/16/2021

Date time: 7:00 PM

Subject/Recommendation: Update on various capital improvement projects, road projects, building program, and/or general operational activities where no action is required. ~ *J. Scott Sellers, City Manager*

- Veterans Parade recap
- Mary Kyle Hartson Ribbon Cutting and Santa's Arrival
- Runoff election info
- Get Hired! event
- December City Council meeting schedule
- Team Kyle News

Other Information:

Legal Notes:

Budget Information:

ATTACHMENTS:

Description

No Attachments Available



CITY OF KYLE, TEXAS

Kinder Morgan Presentation by
Allen Fore

Meeting Date: 11/16/2021
Date time: 7:00 PM

Subject/Recommendation: Presentation regarding Kinder Morgan. ~ *Travis Mitchell, Mayor*

Other Information:

Legal Notes:

Budget Information:

ATTACHMENTS:

Description

No Attachments Available



CITY OF KYLE, TEXAS

CPA Class #13

Meeting Date: 11/16/2021

Date time: 7:00 PM

Subject/Recommendation: Presentation of graduates from the Kyle Citizens Police Academy Class #13. ~ *Jeff Barnett, Chief of Police*

Mark Stoub	Alan Fenter	Robert Rizo	David Sugerman
Albert Karch	Alonso Iruegas	Patricia Meyers	Shaquera "SJ" Parish
Tracy Scheel	Mary Grace Montgomery	Jessica Michallick	Juan Pineda
Mary Rehmann	Thelma Trahan	Angelica Medina	Isabel Armas
Randi Lehr	Gloria Aguilar	Jeneva Garza	Amy Croutch
Aida Esquivel	Paula Rizo	Ryan Daniel	Alma Medina

Other Information:

Legal Notes:

Budget Information:

ATTACHMENTS:

Description

No Attachments Available



CITY OF KYLE, TEXAS

CIP/Road Projects Update

Meeting Date: 11/16/2021
Date time: 7:00 PM

Subject/Recommendation: CIP/Road Projects Presentation. ~ *Travis Mitchell, Mayor*

Other Information:

Legal Notes:

Budget Information:

ATTACHMENTS:

Description

No Attachments Available

CITY OF KYLE, TEXAS



Budget Amendment No. 2 for FY 2022 to Provide Funding for Change Orders 4&6 to Cadence Construction Approved by Council on 11/1/2021 Totaling \$537,032 for the Heroes Memorial Park Project and Reclaim Waterline Under Kohlers Crossing

Meeting Date: 11/16/2021
Date time: 7:00 PM

Subject/Recommendation: *(First Reading)* Approve an Ordinance amending the City's Approved Budget for Fiscal Year 2021-2022 by appropriating \$537,032.00 to provide funding for Change Order Numbers 4 and 6 approved by City Council on 11-1-2021 to Cadence Construction Company, LLC, in the amount of \$438,030.00 for the Heroes Memorial Park project and \$99,002.00 to construct an 8-inch reclaimed waterline underneath Kohlers Crossing. ~ *Perwez A. Moheet, CPA, Director of Finance*

Other Information: On November 1, 2021, the City Council approved Change Order Numbers 4 and 6 to Cadence Construction Company, LLC, in the amount of \$438,030.00 for the Heroes Memorial Park project and \$99,002.00 to construct an 8-inch reclaimed waterline underneath Kohlers Crossing.

This budget amendment totaling \$537,032.00 to the City's approved budget for Fiscal Year 2021-2022 will increase the total amount of appropriations for expenditures and decrease fund balance in the General Fund and the Water Utility Fund as follows:

- \$438,030.00 for additional funding from the General Fund balance to complete construction and related costs for the Heroes Memorial Park project.
- \$99,002.00 from the Water Utility Fund balance for constructing an 8-inch reclaimed waterline underneath Kohlers Crossing.

The City Manager advised the City Council that approval of Change Orders 4 and 6 will require a budget amendment to provide funding. The Council agenda items for the two Change Orders approved on November 1, 2021 provided budget information stating funding was not available and that a budget amendment will be required to provide funding/appropriation for the two Change Orders.

The following documents are attached to provide complete information regarding this City Council meeting agenda item:

1. Ordinance for Budget Amendment No. 2 totaling \$537,032.00 for Fiscal Year 2021-2022.
2. November 1, 2021 City Council meeting agenda item numbers 7 and 8 approving Change Orders 4 and 6 to Cadence Construction Company, LLC.

Legal Notes:

Budget Information:

ATTACHMENTS:

Description

- Ordinance - Budget Amendment #2 11-16-2021
- Agenda Item No. 7 11-1-2021 Council Meeting
- Agenda Item No. 8 11-1-2021 Council Meeting

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF KYLE, TEXAS, AMENDING ORDINANCE NO. 1166 ADOPTED ON AUGUST 25, 2021, MAKING APPROPRIATIONS FOR THE SUPPORT OF THE CITY FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2021 AND ENDING SEPTEMBER 30, 2022, BY INCREASING THE TOTAL APPROPRIATIONS FOR EXPENDITURES IN THE CITY'S GENERAL FUND BY \$438,030.00 AND IN THE WATER UTILITY FUND BY \$99,002.00; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR PUBLIC NOTICE PURSUANT TO THE TEXAS OPEN MEETINGS ACT; ESTABLISHING AN EFFECTIVE DATE; AND MAKING SUCH OTHER FINDINGS AND PROVISIONS RELATED HERETO.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF KYLE, TEXAS, THAT:

Section 1. Amendment to Approved Budget. That the appropriations for the Fiscal Year beginning October 1, 2021 and ending September 30, 2022, for the support of the general government of the City of Kyle, Texas, is hereby amended for said term by increasing the total amount of appropriations for expenditures in the General Fund by \$438,030.00 and in the Water Utility Fund by \$99,002.00 for the following items:

- (A) \$438,030.00 for additional funding to complete the construction and related costs for Heroes Memorial Park project in the Uptown Plum Creek development.
- (B) \$99,002.00 to construct an 8-inch reclaim waterline underneath Kohlers Crossing.

Section 2. Approval of Amendment. This amendment is hereby approved in all aspects and adopted as an amendment to the City budget for the Fiscal Year beginning October 1, 2021 and ending September 30, 2022.

Section 3. Conflict. Any and all ordinances, and parts thereof, that are in conflict herewith are hereby repealed to the extent of the conflict only.

Section 4. Severability. If any section, subsection, sentence, clause, phrase or word of this ordinance is declared unconstitutional or invalid for any purpose, the remainder of this ordinance shall not be affected thereby and to this end the provisions of this ordinance are declared to be severable.

Section 5. Open Meetings. It is hereby officially found and determined that the meeting at which this Ordinance is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings

Act, Chapter 551, Local Government Code.

Section 6. Effective Date. This Ordinance shall be in full force and take effect from and after the date of its final passage and publication as required by law.

PASSED AND APPROVED on First Reading this ___ day of November 2021.

FINALLY PASSED AND ADOPTED on this ___ day of November 2021.

THE CITY OF KYLE, TEXAS

Travis Mitchell, Mayor

ATTEST:

Jennifer Holm, City Secretary



CITY OF KYLE, TEXAS

Approval of Change Order No. 4, Heroes Memorial Park

Meeting Date: 11/1/2021
Date time: 7:00 PM

- Subject/Recommendation:** Approval of Change Order No. 4 to CADENCE MCSHANE CONSTRUCTION COMPANY LLC, Austin, Texas, in an additional amount not to exceed \$438,030, increasing the total contract amount to \$8,388,030 for the purpose of funding value engineering items that were later denied and kept in project. ~ *David Harding, AGCM Project Manager*
- Other Information:** The value engineering cost log shows items that were either accepted or denied to help reduce the overall cost of the project. The total amount accepted versus denied is \$561,970 and \$438,030 respectively.
- Legal Notes:** N/A
- Budget Information:** Funding in the amount of \$438,030.00 is currently not available and or appropriated. Approval of this Change Order No. 4 to Cadence McShane Construction Company, LLC, will require a budget amendment to be authorized by the City Council to provide funding/appropriation.
-

ATTACHMENTS:

Description

- [Change Order #4](#)
- [Value Engineering Cost Log](#)

Cadence McShane Construction Company LLC
1221 S. Mopac Expressway, Suite 250
Austin, Texas 78746
Phone: (512) 328-1411
Fax: (512) 328-1432

Project: 02-0242 - Kyle Heroes Memorial Park
Kohlers Crossing & Kyle Parkway (FM 1626)
Kyle, Texas 78640

**Prime Contract Change Order #004: CE #010 - Change Order- Rejected
VE Items**

TO:	City of Kyle, a Texas home rule municipal corporation 100 W. Center St. Kyle, Texas 78640	FROM:	Cadence McShane Construction Company LLC 1221 S. Mopac Expressway, Suite 250 Austin, Texas 78746
DATE CREATED:	9/ 02 /2021	CREATED BY:	Rishav Choudhary (Cadence McShane Construction Company L)
CONTRACT STATUS:	Pending - In Review	REVISION:	0
DESIGNATED REVIEWER:		REVIEWED BY:	
DUE DATE:		REVIEW DATE:	
INVOICED DATE:		PAID DATE:	
SCHEDULE IMPACT:	0 days	EXECUTED:	No
REVISED SUBSTANTIAL COMPLETION DATE:			
CONTRACT FOR:	1:Kyle Heroes Memorial Park	TOTAL AMOUNT:	\$ 438,030.00

DESCRIPTION:

CE #010 - Change Order- Rejected VE Items

Please see attached Change Order for the VE items that were part of the executed contract but were later rejected by the City.

The attachments shows the log with the rejected VE items and the email correspondence where these items were discussed.

ATTACHMENTS:

City of Kyle - VE Cost Reduction Log-R1-9-28-2021.pdf Memo Style.pdf

POTENTIAL CHANGE ORDERS IN THIS CHANGE ORDER:

PCO #	Title	Schedule Impact	Amount
004	CE #010 - Change Order- Rejected VE Items	0 days	438,030.00
TOTAL:			\$438,030.00

CHANGE ORDER LINE ITEMS:

PCO # 004 : CE #010 - Change Order- Rejected VE Items

#	SubJob	Cost Code	Description	Type	Amount
1	N/A	89-1000 - Stated Fee	Change Order- Rejected VE Items	Short Form PO	\$ 438,030.00
Subtotal:					\$438,030.00
Grand Total:					\$438,030.00

The original (Contract Sum)	\$ 7,950,000.00
Net change by previously authorized Change Orders	\$ 0.00
The contract sum prior to this Change Order was	\$ 7,950,000.00
The contract sum would be changed by this Change Order in the amount of	\$ 438,030.00
The new contract sum including this Change Order will be	\$ 8,388,030.00
The contract time will not be changed by this Change Order by 0 days	

Philip Koske (Nudge Design)

2051 South Lamar
Austin Texas 78704

**City of Kyle, a Texas home rule municipal
corporation**

100 W. Center St.
Kyle Texas 78640

**Cadence McShane Construction Company
LLC**

5057 Keller Springs Rd #500
Addison 75001

SIGNATURE

DATE

SIGNATURE

DATE

SIGNATURE

DATE



CITY OF KYLE, TEXAS

Approval of Change Order No. 6, Heroes Memorial Park

Meeting Date: 11/1/2021
Date time: 7:00 PM

Subject/Recommendation: Approval of Change Order No. 6 to CADENCE MCSHANE CONSTRUCTION COMPANY LLC, Austin, Texas, in an additional amount not to exceed \$99,002, increasing the total contract amount to \$8,487,032 for the purpose constructing 8" reclaimed waterline underneath Kohlers Crossing. ~ *Leon Barba, P.E., City Engineer*

Other Information: This portion of an 8" reclaimed waterline was planned to be constructed with the Plum Creek Golf Course (Phase 3) wastewater improvements project. Due to delays in acquiring easements and the uncertainty of prices for large polyvinyl chloride (PVC) pipe, this project has been placed on hold until next year.

The reclaimed waterline continues north through the Heroes Memorial Park, which is currently under construction. In order to avoid digging a bore pit after the park is completed, the City requested a proposal to complete the bore with the park project.

Legal Notes: N/A

Budget Information: Funding in the amount of \$99,002.00 is currently not available and or appropriated. Approval of this Change Order No. 6 to Cadence McShane Construction Company, LLC, will require a budget amendment to be authorized by the City Council to provide funding/appropriation.

ATTACHMENTS:

Description

- [Change Order #6](#)
- [Reclaimed Water P&P Revision](#)



PCCO #006

Cadence McShane Construction Company LLC
 1221 S. Mopac Expressway, Suite 250
 Austin, Texas 78746
 Phone: (512) 328-1411
 Fax: (512) 328-1432

Project: 02-0242 - Kyle Heroes Memorial Park
 Kohlers Crossing & Kyle Parkway (FM 1626)
 Kyle, Texas 78640

Prime Contract Change Order #006: RFI 12- Reclaimed Water Line

TO:	City of Kyle, a Texas home rule municipal corporation 100 W. Center St. Kyle, Texas 78640	FROM:	Cadence McShane Construction Company LLC 1221 S. Mopac Expressway, Suite 250 Austin, Texas 78746
DATE CREATED:	10/ 19 /2021	CREATED BY:	Rishav Choudhary (Cadence McShane Construction Company L)
CONTRACT STATUS:	Pending - In Review	REVISION:	0
DESIGNATED REVIEWER:		REVIEWED BY:	
DUE DATE:		REVIEW DATE:	
INVOICED DATE:		PAID DATE:	
SCHEDULE IMPACT:		EXECUTED:	Yes
REVISED SUBSTANTIAL COMPLETION DATE:			
CONTRACT FOR:	1:Kyle Heroes Memorial Park	TOTAL AMOUNT:	\$ 99,002.00
DESCRIPTION:			
ATTACHMENTS:			

POTENTIAL CHANGE ORDERS IN THIS CHANGE ORDER:

PCO #	Title	Schedule Impact	Amount
006	RFI #12: Reclaimed Water Line		99,002.00
TOTAL:			\$99,002.00

CHANGE ORDER LINE ITEMS:

PCO # 006 : RFI #12: Reclaimed Water Line

#	SubJob	Cost Code	Description	Type	Amount
1	N/A	33-0050 - Utilities Turnkey	Work per RFI-12 response	Subcontracts	\$ 82,502.00
2	N/A	89-1000 - Stated Fee	Markup	Short Form PO	\$ 16,500.00
Subtotal:					\$99,002.00
Grand Total:					\$99,002.00

The original (Contract Sum)	\$ 7,950,000.00
Net change by previously authorized Change Orders	\$ 438,030.00
The contract sum prior to this Change Order was	\$ 8,388,030.00
The contract sum would be changed by this Change Order in the amount of	\$ 99,002.00
The new contract sum including this Change Order will be	\$ 8,487,032.00
The contract time will not be changed by this Change Order	

Philip Koske (Nudge Design)

2051 South Lamar
 Austin Texas 78704

City of Kyle, a Texas home rule municipal corporation

100 W. Center St.
 Kyle Texas 78640

Cadence McShane Construction Company LLC

5057 Keller Springs Rd #500
 Addison 75001

DocuSigned by:

 SIGNATURE DATE
 10/28/2021

DocuSigned by:

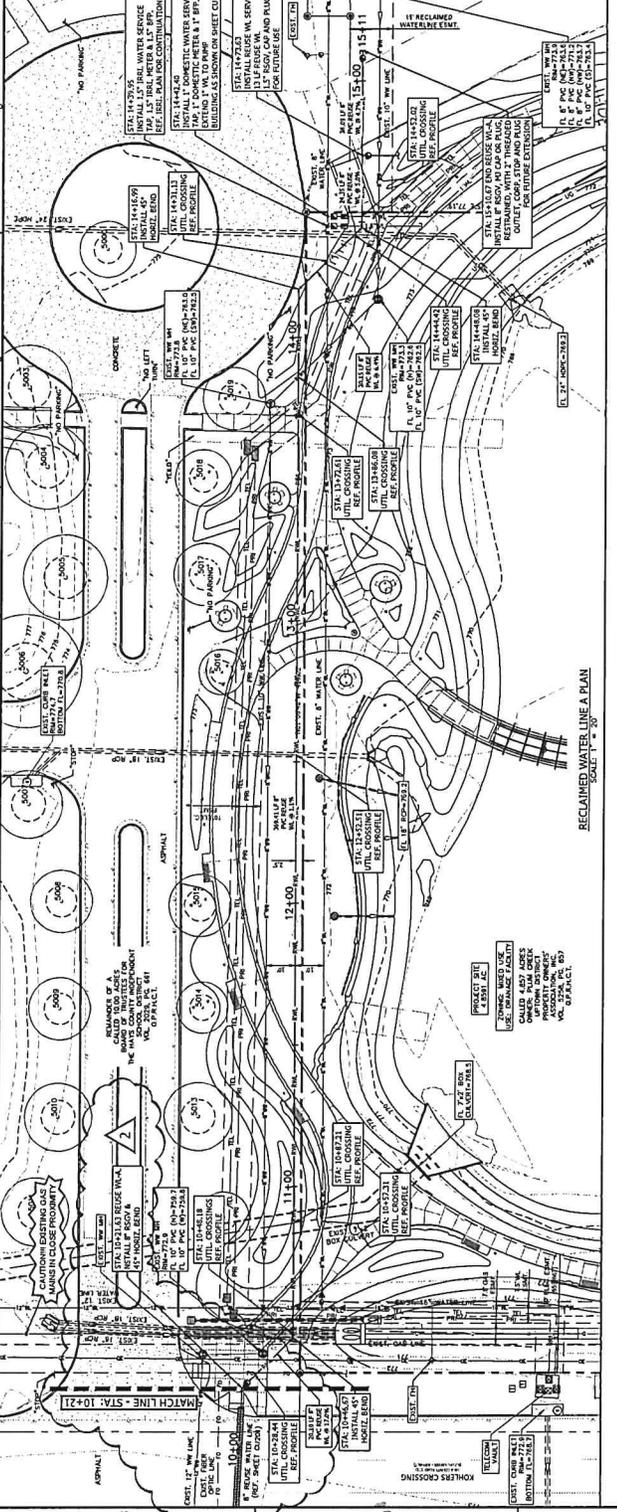
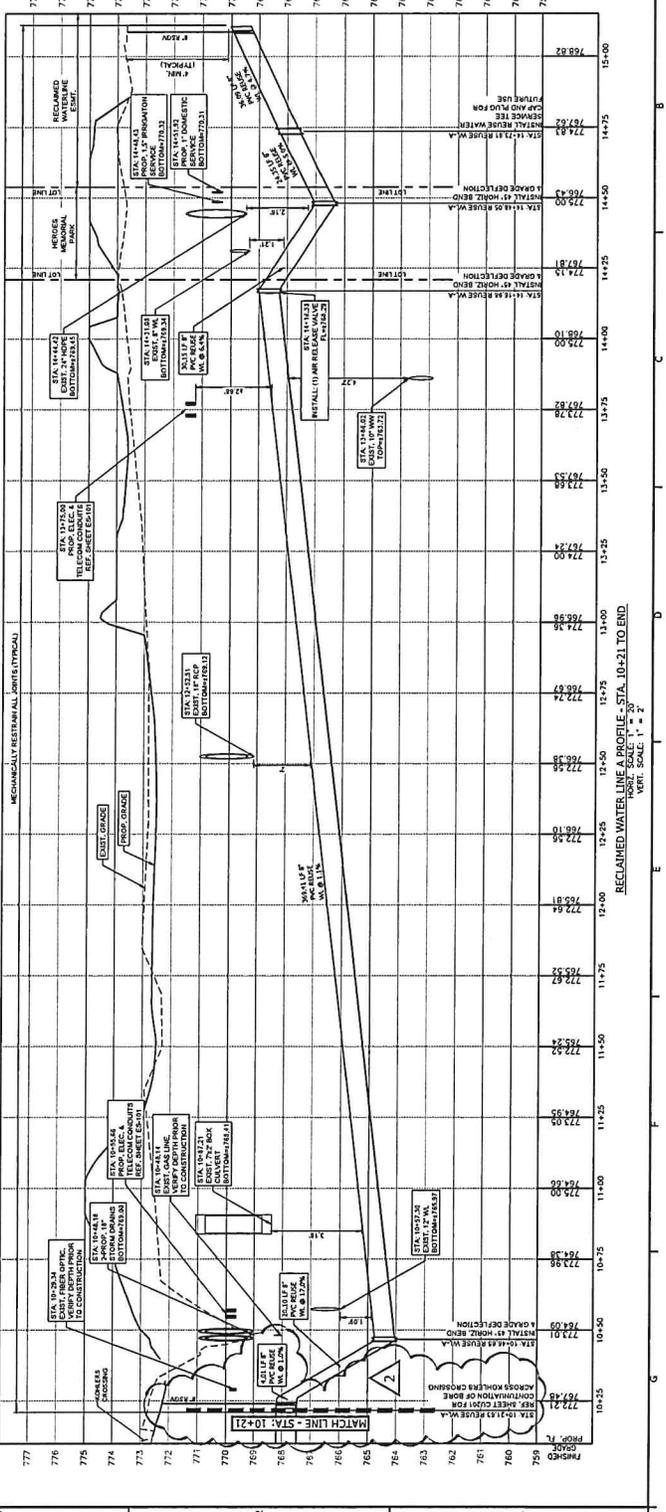
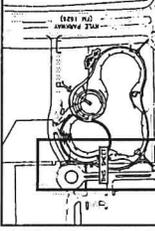
 SIGNATURE DATE

DocuSigned by:

 SIGNATURE DATE
 10/27/2021

KYLE HEROES MEMORIAL PARK
KOHLENS CROSSING & KYLE PARKWAY (FH 1626)
KYLE, HAYS COUNTY, TEXAS 78640
REUSE WATER LINE A PLAN & PROFILE, STA. 10+21 TO END

- NOTES:**
1. CONSTRUCTION SHALL FURNISH AND INSTALL ALL MATERIAL AND APPURTENANCES AS CALLED OUT ON PLAN.
 2. ALL MATERIALS SHALL BE APPROVED BY THE ENGINEER PRIOR TO INSTALLATION.
 3. ALL MATERIALS SHALL BE INSTALLED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE TEXAS DEPARTMENT OF TRANSPORTATION (TxDOT) STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION.
 4. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE TEXAS DEPARTMENT OF TRANSPORTATION (TxDOT) STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION.
 5. EXISTING SERVICE LINE LOCATIONS ARE APPROXIMATE AND NEED TO BE VERIFIED BY FIELD SURVEY PRIOR TO CONSTRUCTION.
 6. ALL GRAVITY WATERWATER PIPES TO BE PVC DRAIN-AGE.
 7. ALL WATER PIPES SHALL BE 15" DIA. UNLESS OTHERWISE SPECIFIED.
 8. REFERENCE GENERAL NOTES SHEET FOR ADDITIONAL UTILITY NOTES.



LEGEND

HORIZONTAL SCALE: 0 10' 20' 40'

VERT. SCALE: 0 1' 2'

BOUNDARY FRONT OF WAY

CHAMFERED CORNER

RECLAIMED WATER LINE

EXISTING SERVICE LINE

PROPOSED GRADE LOCATIONS

STORMWATER LINE

15\"/>

13488580
WGI
2021 EAST STREET, SUITE 200 AUSTIN, TEXAS, 78723
WGI.com
FORM NO. 1-15858



CITY OF KYLE, TEXAS

Plum Creek North PID Approving Financing Agreement

Meeting Date: 11/16/2021
Date time: 7:00 PM

Subject/Recommendation: Approve a Resolution of the City of Kyle, Texas Approving and Authorizing a Financing Agreement for the Kyle Plum Creek North Public Improvement District. ~ *Casey Sclar, P3Works, LLC, City's PID Administrator*

Other Information:

Legal Notes:

Budget Information:

ATTACHMENTS:

Description

- Resolution approving Financing Agreement - Kyle Plum Creek PID (01359389x7A30F)
- Exhibit A to Resolution Approving Plum Creek North PID Financing Agreement (01369655x7A30F)

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY OF KYLE, TEXAS APPROVING
AND AUTHORIZING A FINANCING AGREEMENT FOR THE KYLE PLUM CREEK
NORTH PUBLIC IMPROVEMENT DISTRICT**

WHEREAS, the City of Kyle, Texas (the "City"), pursuant to and in accordance with the terms, provisions and requirements of the Public Improvement District Assessment Act, Chapter 372, Texas Local Government Code (the "PID Act"), authorized the creation of the "Kyle Plum Creek North Public Improvement District" (the "District") pursuant to Resolution No. 1139 adopted by the Kyle City Council (the "City Council") on April 16, 2019; and

WHEREAS, in connection with the development of the property within the District and the planned issuance of the "City of Kyle, Texas Special Assessment Revenue Bonds, Series 2022 (Kyle Plum Creek North Public Improvement District Major Improvement Area Project)" and the "City of Kyle, Texas Special Assessment Revenue Bonds, Series 2022 (Kyle Plum Creek North Public Improvement District Improvement Area #1 Project)," the City Council intends to approve the forms, terms, and/or provisions of a Financing Agreement to be by and between the City and Lennar Homes of Texas Land and Construction, Ltd., a Texas limited partnership; and

WHEREAS, the meeting at which this Resolution is considered is open to the public as required by law, and the public notice of the time, place and purpose of said meeting was given as required by Chapter 551, Texas Government Code, as amended;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF KYLE, TEXAS:

Section 1. Findings. The findings and determinations set forth in the preamble hereof are hereby incorporated by reference for all purposes as if set forth in full herein. Capitalized terms used in this Resolution and not otherwise defined herein shall have the meanings assigned to them in the Service and Assessment Plan.

Section 2. Approval of PID Financing Agreement. The Plum Creek North Public Improvement District Financing and Reimbursement Agreement (the "PID Financing Agreement"), between the City of Kyle, Texas and Lennar Homes of Texas Land and Construction, Ltd., a Texas limited partnership, is hereby approved in substantially the form attached hereto as Exhibit A, and the Mayor of the City (the "Mayor") is hereby authorized and directed to execute and deliver the PID Financing Agreement, with such changes as may be required by the Mayor to carry out the purposes of this Resolution, such approval to be evidenced by the execution thereof. The Mayor's signature on the PID Financing Agreement may be attested by the City Secretary.

Section 3. Additional Actions. The Mayor, Finance Director, City Manager, Assistant City Manager and City Secretary of the City are hereby authorized and directed to take all actions on behalf of the City necessary or desirable to carry out the intent and purposes of this Resolution. The Mayor, Finance Director, City Manager, Assistant City Manager and City

Secretary of the City are hereby directed to execute and deliver any and all certificates, agreements, notices, instruction letters, requisitions, and other documents which may be necessary or advisable in the carrying out of the purposes and intent of this Resolution.

Section 4. Governing Law. This Resolution shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

Section 5. Effect of Headings. The section headings herein are for convenience only and shall not affect the construction hereof.

Section 6. Severability. If any provision of this Resolution or the application thereof to any circumstance shall be held to be invalid, the remainder of this Resolution or the application thereof to other circumstances shall nevertheless be valid, and this governing body hereby declares that this Resolution would have been enacted without such invalid provision.

Section 7. Construction of Terms. If appropriate in the context of this Resolution, words of the singular number shall be considered to include the plural, words of the plural number shall be considered to include the singular, and words of the masculine, feminine or neuter gender shall be considered to include the other genders.

[Execution page follows.]

PASSED AND APPROVED on the 16th day of November, 2021.

Travis Mitchell
Mayor, City of Kyle, Texas

ATTEST:

Jennifer Holm
City Secretary

[CITY SEAL]

EXHIBIT A

**PLUM CREEK NORTH PUBLIC IMPROVEMENT DISTRICT FINANCING AND
REIMBURSEMENT AGREEMENT**

PLUM CREEK NORTH PUBLIC IMPROVEMENT DISTRICT
FINANCING AND REIMBURSEMENT AGREEMENT

BETWEEN

LENNAR HOMES OF TEXAS LAND AND CONSTRUCTION, LTD.,
A TEXAS LIMITED PARTNERSHIP

AND

CITY OF KYLE, TEXAS

**PLUM CREEK NORTH PUBLIC IMPROVEMENT DISTRICT
FINANCING AND REIMBURSEMENT AGREEMENT**

This Plum Creek North Public Improvement District Financing and Reimbursement Agreement (this “**Agreement**”), dated as of November 16, 2021 (the “**Effective Date**”), is entered into between Lennar Homes of Texas Land and Construction, Ltd., a Texas limited partnership (including any Designated Successors and Assigns, the “**Owner**”), and the City of Kyle, Texas (the “**City**”), acting by and through each’s duly authorized representative. The Owner and the City are sometimes collectively referenced in this Agreement as the “**Parties**”, or, each individually, as the “**Party**”. Capitalized terms not defined herein shall have the meanings ascribed thereto in Exhibit “A”, attached hereto.

Recitals:

WHEREAS, Owner owns a total of approximately 389.1 acres of land located within the City (the “**Property**”), which Property is more particularly described in Exhibit “B”, attached hereto;

WHEREAS, the City Council approved that certain Agreement between the City of Kyle, Plum Creek Development Partners, Ltd., and William Negley, trustee, for Development and Annexation of Phase 1 of the Plum Creek Ranch Property, dated April 15, 1997, which provides for the terms and conditions of development for the Property (as modified by addendums dated March 20, 2003, September 7, 2004, August 5, 2014, October 17, 2017, and April 16, 2019 the “**Development Agreement**”) to which Owner is the successor in interest thereunder;

WHEREAS, the Property is subject to Chapter 53 of the City of Kyle Code of Ordinances, Exhibit A. Plum Creek Planned Unit Development, approved in Ordinance No. 311 (as the same may be amended from time to time, the “**PUD**”);

WHEREAS, it is intended that the Property will be developed as a single family residential development by Owner, its affiliates and/or its Designated Successors and Assigns (the “**Project**”);

WHEREAS, the City Council authorized the formation of the Plum Creek North Public Improvement District pursuant to Resolution No. 1139 on April 16, 2019 (the “**District**”) in accordance with the PID Act;

WHEREAS, pursuant to the terms of this Agreement, and in reliance upon the Owner’s agreements made in the Development Agreement and addendums thereto concerning Project development, the City has created the District and has determined to allow certain public improvements within the Property that are necessary and incidental to Project development (such improvements, as further identified in the Service and Assessment Plan, being the “**Authorized Improvements**”) to be financed using the proceeds of bonds to be secured by assessments (being the “**Assessments**”) to be levied upon real property within the District (being the “**Assessed Property**”);

WHEREAS, the Owner proposes to construct, over time, certain Authorized Improvements to serve the Project (or portions thereof) in accordance with the terms and provisions of this Agreement;

WHEREAS, on the date hereof, the City Council has approved an ordinance adopting the Service and Assessment Plan that provides for financing of the costs of the Authorized Improvements, in whole or in part, by and from Assessments levied against Assessed Property within the District;

WHEREAS, from the proceeds of the PID Bonds, the City will, upon satisfaction of the conditions and in accordance with the terms set forth in this Agreement, construct, finance, and/or acquire those certain Authorized Improvements provided for in this Agreement and the Owner will be paid or repaid or reimbursed for the costs of acquisition, construction, installation and improvement of the Authorized Improvements (acquired, constructed or installed in Segments) that are completed from time to time and operative, subject to the terms and limitations set forth herein;

WHEREAS, the City has determined that it is in the best interests of it and its residents to contract with the Owner for the construction, financing, and/or acquisition of certain costs of the Authorized Improvements, which the City hereby finds and determines will result in the efficient and effective implementation of the Service and Assessment Plan;

WHEREAS, the City has determined that it is in the best interests of it and its residents to participate in a portion of the costs of the Authorized Improvements; and

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. SCOPE OF AGREEMENT; RECITALS

Section 1.01. Scope

This Agreement establishes provisions for the apportionment, levying, and collection of Assessments on the Property (Article II), the construction of Authorized Improvements to be acquired by the City (Article III), funding of Authorized Improvements (Article IV), the issuance of bonds for the financing of the Authorized Improvements (Article V), representation and warranties (Article VI), default and remedies (Article VII), and general provisions (Article VIII).

Section 1.02. Recitals

The Recitals set forth above are true and correct and are incorporated herein and made a part hereof for all purposes.

ARTICLE II. APPORTIONMENT, LEVY AND COLLECTION OF ASSESSMENTS

Section 2.01. Preliminary Matters

(a) On April 16, 2019, the City authorized the formation of the District by Resolution No. 1139. The District includes all of the Property.

(b) The Property is intended to be developed in phases, with the District being divided, for development planning purposes, into Improvement Area #1 (as shown on Exhibit “B-1” attached hereto), and the Major Improvement Area, which is comprised of Improvement Area #2 (as shown on Exhibit “B-2” attached hereto) and Improvement Area #3 (as shown on Exhibit “B-3” attached hereto) (Improvement Area #1, Improvement Area #2, and Improvement Area #3 may each be referred to as an “**Improvement Area**”). All Authorized Improvements are intended to benefit one or more specific Improvement Areas or the entire District. It is intended that the Assessments for the Major Improvement Area and Improvement Area #1 will be levied concurrently herewith. Thereafter, it is expected that PID Bonds for both the Major Improvement Area (the “**Major Improvement Area Bonds**”) and Improvement Area #1 (the “**Improvement Area #1 Bonds**”) will be issued. The Major Improvement Area Bonds will finance the Major Improvement Area’s proportionate share of Actual Costs attributable to the construction of, acquisition of or reimbursement for the Major Improvements (the “**Major Improvement Area Projects**”). The Improvement Area #1 Bonds will finance Improvement Area #1’s proportionate share of Actual Costs attributable to the construction of, acquisition of or reimbursement for the Major Improvements and the Actual Costs attributable to the construction of, acquisition of, or reimbursement for the Improvement Area #1 Improvements (the “**Improvement Area #1 Projects**”). The proportionate share of Actual Costs of Authorized Improvements will be allocated to each Improvement Area based on the benefit provided by the Authorized Improvements to that Improvement Area (as set forth in the Service and Assessment Plan) so that each Improvement Area’s allocated Actual Costs will be funded by the PID Bonds issued for and secured by the Assessments on the particular Improvement Area. It is anticipated that PID Bonds for Improvement Area #2 and Improvement Area #3 (Improvement Area #2 and Improvement Area #3 together the “**Future Improvement Areas**”) will be issued in the future for the purposes of financing Actual Costs for each the construction of, acquisition of, or reimbursement for that Improvement Area’s respective Authorized Improvements.

(c) Parity Bonds may be issued to pay for or reimburse Owner for any Actual Costs for Authorized Improvements benefiting one of the Future Improvement Areas that remain unpaid or unreimbursed after issuance of the initial Future Improvement Area Bonds secured by Assessments levied on an applicable Future Improvement Area, subject to any applicable additional bonds test contained in the applicable Indenture.

(d) On the Effective Date, the City Council has also considered and approved the Service and Assessment Plan for the Property. Concurrently herewith, the City intends to levy Assessments on all benefited parcels in the District. Thereafter, the Service and Assessment Plan will be updated and amended by the City or its Administrator at least once per year, and submitted for the City Council’s review and approval. Notwithstanding the above, it is hereby understood and acknowledged by the Parties that the Service and Assessment Plan may need to be amended over time if there are any changes to the Authorized Improvements or property within the District,

in accordance with the terms set forth in this Agreement. Nevertheless, the basic terms and methodology described in the Service and Assessment Plan will generally apply to each series of PID Bonds.

(e) Assessments on any portion of the Property will bear a direct proportional relationship to and be less than or equal to the special benefit of the Authorized Improvements accruing to such portion of the Property.

(f) Assessments on any portion of the Property may be adjusted in connection with PID Bond issues or otherwise so long as the Assessments are determined in accordance with the Service and Assessment Plan and the PID Act.

(g) The Property may also be subject to an Owner's Association assessment.

(h) Promptly following submission to the City of the initial or an updated Service and Assessment Plan (or any subsequent amendment or supplement to the Service and Assessment Plan) acceptable in form and substance to the City and to the Owner with respect to the matters therein that require approval by the Owner as provided in this Agreement, the City Council shall consider, if applicable, an Assessment Ordinance relating to the applicable plan or amendment or supplement. If an Assessment Ordinance is adopted, the City shall use reasonable, good faith efforts to expeditiously initiate and approve all necessary documents and orders required to effectuate the Service and Assessment Plan and Assessment Ordinance.

Section 2.02. Apportionment and Levy of Assessments

The City will levy Assessments on the Property in accordance with the terms of this Agreement and with the Service and Assessment Plan at such time as an Assessment Ordinance is approved by the City Council. The City's apportionment and levy of Assessments will be made in accordance with the PID Act.

Section 2.03. Collection of Assessments

(a) Subject to the terms and conditions of this Agreement, the City covenants and agrees that it shall, as authorized by the PID Act and other applicable law, continuously collect or cause to be collected Assessments levied pursuant to an Assessment Ordinance in accordance with the Service and Assessment Plan during the term of this Agreement in the manner and to the maximum extent permitted by applicable law. The City covenants and agrees that to the extent permitted by applicable law, it will not permit a reduction, abatement, or exemption in the Assessments due on any portion of the Property until (i) the PID Bonds related to that particular portion of the Property are no longer outstanding, whether as a result of payment in full, defeasance, or otherwise, or (ii) the Owner has been reimbursed for the unreimbursed Actual Costs eligible to be paid from the Assessment Revenues in accordance with the applicable Acquisition and Reimbursement Agreement. The City shall use best efforts to collect the Assessments consistent with the City's policies and standard practices applicable to the collection of City taxes and assessments.

(b) It is hereby acknowledged that Assessments can be used, to the extent any such Assessments are remaining after payments are made on the PID Bonds, to pay or reimburse Owner

for any Actual Costs not paid or reimbursed under Section 4.02, Section 4.03, Section 4.04, or Section 4.05 of this Agreement. Any reimbursement obligation to Owner under an Acquisition and Reimbursement Agreement or as provided above will be subordinate to payment of the applicable PID Bonds.

(c) Notwithstanding anything to the contrary contained herein or in the Service and Assessment Plan, once PID Bonds have been issued for an Improvement Area, the Assessment Revenues collected annually from the Property within such Improvement Area will be deposited in the applicable Pledged Revenue Fund and thereafter transferred in the priority as set forth in the applicable Indenture.

(d) Further notwithstanding anything to the contrary contained herein, the City covenants and agrees to use best efforts to contract with the Hays County Tax Assessor for the collection of the Assessments such that the Assessments will be included on the ad valorem tax bill(s) for the Property and will be collected as part of and in the same manner as ad valorem taxes.

Section 2.04. Approval and Recordation of Assessments through Landowner Agreement

Concurrently with the levy of the Assessments for any portion of the Property, each Landowner shall execute a “**Landowner Agreement**” (herein so called) in which the Landowner shall (i) approve and accept the apportionment of the Assessments in the Service and Assessment Plan and the levy of the Assessments by the City and (ii) approve and accept the terms of the Buyer Disclosure Program. The Landowner Agreement further shall (a) evidence the Landowner’s intent that the Assessments be covenants running with the land that (i) will bind any and all current and successor owners of the Property to the Assessments, including applicable interest thereon, as and when due and payable and (ii) provide that subsequent purchasers of such land take their title subject to and expressly assume the terms and provisions of the Assessments; and (b) provide that the liens created by the levy of the Assessments are a first and prior lien on the Property, subject only to liens for ad valorem taxes of the State, County, City, or school district.

Section 2.05 Assignment of Right to Payment of Unreimbursed Actual Costs.

Owner’s right, title and interest into the payments of unreimbursed Actual Costs shall be the sole and exclusive property of Owner (or its Transferee) and no other third party shall have any claim or right to such funds unless Owner transfers its rights to its unreimbursed Actual Costs to a Transferee in writing and otherwise in accordance with the requirements set forth herein. Owner has the right to convey, transfer, assign, mortgage, pledge, or otherwise encumber, in whole or in part without the consent of (but with notice to) the City, all or any portion of Owner’s right, title, or interest under this Agreement to receive payment of its unreimbursed Actual Costs, including either Bond Proceeds or Assessment Revenues (a “**Transfer**,” and the person or entity to whom the transfer is made, a “**Transferee**”). Notwithstanding the foregoing, no Transfer shall be effective until written notice of the Transfer, including the name and address of the Transferee, is provided to the City. The City may rely conclusively on any written notice of a Transfer provided by Owner without any obligation to investigate or confirm the Transfer. A Transferee shall be responsible for all continuing disclosure requirements and obligations as agreed to by the Owner in the Continuing Disclosure Agreement.

Section 2.06. Obligations Secured by Pledged Revenues

THE PID BONDS ARE SPECIAL, LIMITED OBLIGATIONS OF THE CITY SECURED SOLELY BY ASSESSMENT REVENUES (AS PROVIDED IN THE INDENTURE) AND ANY OTHER FUNDS HELD UNDER THE INDENTURE, AS AND TO THE EXTENT PROVIDED IN THE INDENTURE. THE PID BONDS DO NOT GIVE RISE TO A CHARGE AGAINST THE GENERAL CREDIT OR TAXING POWERS OF THE CITY AND ARE NOT SECURED EXCEPT AS PROVIDED IN THE INDENTURE. THE OWNERS OF THE BONDS SHALL NEVER HAVE THE RIGHT TO DEMAND PAYMENT THEREOF OUT OF ANY FUNDS OF THE CITY OTHER THAN THE ASSESSMENT REVENUES AND ANY OTHER FUNDS HELD UNDER THE INDENTURE, AS AND TO THE EXTENT PROVIDED IN THE INDENTURE. THE CITY SHALL HAVE NO LEGAL OR MORAL OBLIGATION TO THE OWNERS OF THE BONDS TO PAY THE BONDS OUT OF ANY FUNDS OF THE CITY OTHER THAN THE ASSESSMENT REVENUES.

ARTICLE III. CONSTRUCTION AND ACQUISITION

Section 3.01. Acquisition of Authorized Improvements

The Owner will dedicate the Authorized Improvements to the City or Owner's Association upon completion of the Authorized Improvements, and the City will accept dedication of such Authorized Improvements after confirming that the Authorized Improvements (or such Segment thereof) have been completed in accordance with this Agreement and the Regulatory Requirements.

Section 3.02. Designation of Construction Manager, Construction Engineers

(a) The City hereby designates the Owner, or its assignees, as the Construction Manager with full responsibility for the design, the designation of easement locations, facilities site designations and acquisitions, supervision of construction, and the bidding and letting of construction contracts for the construction of the Authorized Improvements in accordance with the provisions of this Article III and in accordance with any requirements of the City and, as applicable, City approved plans.

(b) Except as otherwise provided herein, inspection of the construction of any Authorized Improvement being conveyed to the City will be by the City Construction Representative or its designee. Any City inspection of an Authorized Improvement being conveyed to the City will be in accordance with any requirements of the City.

(c) The Owner shall be entitled to a separate Construction Management Fee for the construction of each Segment, unless Owner contracts with a third party to act as the Construction Manager with respect to construction of the Authorized Improvements. The Construction Management Fee is part of Actual Costs and will be paid as part of the Actual Costs.

(d) The City shall cooperate with the Owner in connection with its services as Construction Manager.

(e) The Owner shall designate the consulting engineers for the Authorized Improvements for the compensation specified by the Owner.

Section 3.03. Designation of Construction Manager Subcontractor

The City acknowledges and agrees that Owner may subcontract out all or some of the duties of Construction Manager to a third party. Owner may designate an individual, company, or partnership or other entity as a subcontractor for construction management services for one or more Authorized Improvements or distinct Segments thereof; provided, however, that such designee has the technical capacity, experience, and expertise to perform such construction management duties or obligations.

Section 3.04. Maintenance of Project, Warranties

Unless otherwise provided for, the Owner (or the Owner's Association, as applicable) shall maintain each Authorized Improvement (or Segment thereof) in good and safe condition until such Authorized Improvement (or Segment thereof) is accepted by the City. The City's acceptance of Authorized Improvements shall be in accordance with the City's standard rules and procedures for the type of improvements being constructed, and the City shall not be obligated to accept an Authorized Improvement (or Segment thereof) unless the Owner has satisfied the applicable requirements of the Plum Creek Subdivision Ordinance Regulations in the City of Kyle Code of Ordinances. Prior to such acceptance, the Owner shall be responsible for performing any required maintenance on such Authorized Improvement. On or before the acceptance by the City of an Authorized Improvement (or Segment thereof), the Owner shall assign to the City all of the Owner's rights in any warranties, guarantees, maintenance obligations, or other evidences of contingent obligations of third persons with respect to such Authorized Improvement (or Segment thereof).

Section 3.05. Sales and Use Tax Exemptions

(a) The parties agree that, as municipally and publicly owned and acquired properties, all costs of materials, other properties and services used in constructing the Authorized Improvements to be acquired by the City are exempt under the Texas Tax Code from sales and use taxes levied by the State of Texas, or by any county, city, special district, or other political subdivision of the State, as set forth in Texas Tax Code Section 151.309.

(b) The City will provide such certifications to the Owner and/or to suppliers and contractors as may be required to assure the exemptions claimed herein.

(c) The City and the Owner shall cooperate in structuring the construction contracts for the Authorized Improvements to comply with requirements (including those set forth in Texas Tax Code Section 151.309) for exemption from sales and use taxes.

Section 3.06. Exemption from Public Bidding

It is agreed that the construction of Authorized Improvements will be exempt from any public bidding or other purchasing and procurement policies pursuant to Texas Local Government Code Section 252.022(a)(9), which states that a project is exempt from such policies if “paving drainage, street widening, and other Authorized Improvements, or related matters, if at least one-third of the cost is to be paid by or through special assessments levied on property that will benefit from the improvements.”

ARTICLE IV. PAYMENT FOR AUTHORIZED IMPROVEMENTS

Section 4.01. Overall Requirements

(a) The City will, upon satisfaction of the conditions and in accordance with the terms set forth in this Agreement and the Development Agreement, pay or reimburse, as applicable, the Owner for the Actual Costs of the Authorized Improvements as provided further herein.

(b) Any payment obligation of the City hereunder shall be payable solely from Assessment Revenues or, if PID Bonds are issued, the proceeds of such PID Bonds. Unless approved by the City, no other funds, revenues, taxes, or income of any kind other than Assessment Revenues or, if PID Bonds are issued, the proceeds of such bonds shall be used to pay the City’s obligations hereunder. The obligations of the City under this Agreement shall not, under any circumstances, give rise to or create a charge against the general credit or taxing power of the City or constitute a debt or other obligation of the City payable from any source other than Assessments Revenues or, if PID Bonds are issued, the proceeds of such bonds.

(c) The Parties anticipate that the Actual Costs to construct the Authorized Improvements will be greater than the Assessment Revenues or, if PID Bonds are issued, the net proceeds of such bonds available for Authorized Improvements. The Owner shall bear one hundred percent (100%) of the Actual Costs of constructing the Authorized Improvements not paid from the proceeds of the PID Bonds or Assessment Revenues.

(d) Upon completion of an Authorized Improvement (or Segment thereof), the Owner shall convey, and the City or Owner’s Association, as applicable, shall acquire, as more particularly described in Section 3.01, the given Authorized Improvement for the Actual Costs, after such Authorized Improvement (or Segment thereof) is completed and has been accepted by the City, or Owner’s Association, as applicable. The City hereby acknowledges and agrees that (i) the Authorized Improvements will be dedicated, conveyed, leased or otherwise provided to or for the benefit of the City or an Owner’s Association, and (ii) that any Authorized Improvements conveyed or dedicated to an Owner’s Association are provided “for the benefit of” the City in accordance with Section 372.023 (a) of the PID Act and such Owner’s Association will be an entity authorized and approved by the City Council and authorized by the City to own, operate and maintain such Authorized Improvements for the City in accordance with Section 372.023(a)(3) of the PID Act. Without limiting the generality of any of the foregoing, with respect to any Authorized Improvements that are dedicated, conveyed, leased or otherwise provided to an Owner’s Association as provided herein, the applicable Owner’s Association shall execute any necessary

easements to the public with respect thereto in order to evidence that although such Authorized Improvements are owned and maintained by such Owner's Association, the Authorized Improvements are provided for the use and benefit of the public .

(e) Upon acceptance of an Authorized Improvement, and subject to any applicable maintenance-bond period, the City or Owner's Association, as applicable, shall be responsible for all operation and maintenance of such Authorized Improvements.

(f) The City shall not be obligated to make any payment to the Owner hereunder until the City has received the sum of two million dollars (\$2,000,000.00) (the "Developer Contribution") as provided for in Section 3(a)(i) of that certain Addendum Number Five to the Development Agreement. The City shall further not be obligated to make any payment to Owner from the proceeds of the bonds for the Future Improvement Areas until the City has received the sum of six hundred thousand dollars (\$600,000.00) as provided for in Section 3(a)(ii) of that certain Addendum Number Five to the Development Agreement. The Developer Contribution shall not be paid from the proceeds of any PID Bonds.

Section 4.02. Payments for Authorized Improvements Prior to the Issuance of PID Bonds

(a) Upon the approval of an Assessment Ordinance and prior to the issuance of PID Bonds, the City shall bill, collect, and immediately deposit the Assessment Revenues collected from the Assessed Property into the applicable Improvement Area Operating Account (excluding Annual Collection Costs and Delinquent Collection Costs). Funds in the applicable Improvement Area Operating Accounts shall only be used to pay Actual Costs of the Authorized Improvements in accordance with this Agreement. Once PID Bonds are issued, the applicable Indenture shall control in the event of any conflicts with this Agreement.

(b) The general process to receive funds from the applicable Improvement Area Operating Account to pay the Actual Costs of the Authorized Improvements is as follows:

(1) the Owner shall deliver to the City Construction Representative and the City Engineer the following:

(A) a Certification for Payment substantially in the form attached hereto as Exhibit "C" executed by the Construction Manager and the Project Engineer evidencing the Actual Costs;

(B) evidence of the acceptance by the City of those Authorized Improvements to be funded (for Completed Authorized Improvements only);

(C) waivers of liens for the work on the applicable Authorized Improvements through the previous Certification for Payment, receipts for payment and verification in form acceptable that any subcontractors have been paid; and

(D) an assignment of the warranties and guaranties in form reasonably acceptable to the City.

(2) After the Certification for Payment is submitted to the City Construction Representative, the City shall conduct a review to confirm those Authorized Improvements to be

funded by the Assessment Revenues on deposit in the applicable Improvement Area Operating Account were constructed in accordance with the plans therefor (for Completed Authorized Improvements only) and to verify the Actual Costs of Authorized Improvements specified in such Certification for Payment. The City agrees to conduct such review in an expeditious manner (not to exceed thirty (30) calendar days after receipt of the Certification for Payment) after the Certification for Payment is submitted to the City Construction Representative and the Owner agrees to cooperate with the City in conducting each such review and to provide the City with such additional information and documentation as is reasonably necessary for the City to conclude each such review. Upon confirmation by the City that Authorized Improvements to be funded by the Assessment Revenues on deposit in the applicable Improvement Area Operating Account have been constructed in accordance with the plans therefor and this Agreement (for Completed Authorized Improvements only), and the verification and approval of the Actual Costs of those Authorized Improvements, the City shall within ten (10) business days thereafter accept those Authorized Improvements not previously accepted by the City and the City Construction Representative shall sign the Certification for Payment and forward the same to the City Manager. The City Manager shall then have up to ten (10) business days to reimburse the Owner.

(c) (1) With respect to Future Improvement Areas, the City and Owner may enter into Acquisition and Reimbursement Agreement(s), which will provide that any Assessment Revenues collected by the City, in connection with Authorized Improvements that only benefit such Future Improvement Area, will be used to reimburse the Owner for any Actual Costs attributable to such Authorized Improvements. The terms of an Acquisition and Reimbursement Agreement shall control over any conflicting terms in this Section 4.02.

(2) Pursuant to the terms of the applicable Acquisition and Reimbursement Agreement, Owner shall convey, and the City or Owner's Association, as applicable, shall acquire, the given Authorized Improvement or Segment thereof, after such Authorized Improvement is completed and has been accepted by the City or Owner's Association, as applicable.

(d) The Owner shall be entitled to receive any unpaid amounts under a Certification for Payment approved under subsection (b) above (the "**Reimbursement Obligation Balance**"), plus simple interest on the Reimbursement Obligation Balance at the rate provided for (i) in the applicable Acquisition and Reimbursement Agreement for a Future Improvement Area, or (ii) at an interest rate for Improvement Area #1 and the Major Improvement Area equal to ___% [TO BE FILLED IN AT THE TIME OF LEVY], which shall accrue from the date the Reimbursement Obligation Balance is due and payable, which shall be the date the Certification for Payment is approved; provided, however, that the interest rate under this subsection (c) shall not exceed the maximum amount permissible under the PID Act; and provided further, however, this subsection shall only apply prior to issuance of PID Bonds that are issued to finance the applicable Authorized Improvements at which time the interest rate shall be the same rate as the PID Bonds.

(e) In addition to the submitted items required in 4.02(b) above, in order to obtain the final progress payment for an Authorized Improvement funded by the Assessment Revenues pursuant to this Section 4.02, the Owner shall have provided to the City an assignment of the

warranties and guaranties, if applicable, and a two-year maintenance bond for such Authorized Improvement.

Section 4.03. Payments for Authorized Improvements Upon the Issuance of PID Bonds

(a) Upon receipt of a Bond Issuance Request, the City will consider the issuance of the PID Bonds, subject to meeting the requirements and conditions stated in the Development Agreement, Section 5.01 hereof, and State law, to reimburse the Owner for Actual Costs of those Authorized Improvements that are complete at the time of bond issue and to be completed by progress payments. The City will use diligent, reasonable and good faith efforts, subject to meeting the requirements and conditions stated herein and State law, to issue PID Bonds within four (4) to six (6) months after receiving a Bond Issuance Request from Owner.

(b) Once PID Bonds are issued pursuant to Article V hereof, the City shall bill, collect, and deposit into the Pledged Revenue Fund all Assessment Revenues constituting “pledged revenues” as defined in the Indenture. The City shall also deposit the proceeds of the PID Bonds and any other funds authorized by the applicable Indenture into the Project Fund. Funds in the Project Fund shall only be used to pay Actual Costs of the Authorized Improvements in accordance with the Indenture. When PID Bonds are issued, the proceeds of the PID Bonds shall be used to pay or reimburse the Owner for Actual Costs incurred in constructing the Authorized Improvements that are or will be dedicated and transferred to and accepted by the City. The Owner is responsible for Actual Costs of Authorized Improvements not paid from proceeds of the PID Bonds or from the Pledged Revenue Fund, and any cost overruns (after applying cost savings). The lack of proceeds of the PID Bonds or the availability of other funds in the Pledged Revenue Fund or the Project Fund shall not diminish the obligation of the Owner to pay the Actual Costs of the Authorized Improvements.

(c) At least thirty (30) calendar days prior to the time of the closing of the PID Bonds, Owner may submit a Closing Disbursement Request (including any supporting documentation requested by the City) substantially in the form attached hereto in Exhibit “D” executed by the Construction Manager and the Project Engineer to the City Construction Representative to be reimbursed for those Owner Expended Funds accrued to date of such Closing Disbursement Request and not previously reimbursed. The City shall conduct a review to verify the Owner Expended Funds specified in such Closing Disbursement Request. Prior to disbursement of proceeds, City Construction Representative will sign the Closing Disbursement Request and deliver said Closing Disbursement Request to the Trustee. At the closing of the PID Bonds, Owner shall be reimbursed an amount equal to the applicable Owner Expended Funds.

(d) Any Authorized Improvements that have not been completed by Owner by the time the PID Bonds are issued, will be payable periodically as construction progresses. The procedures for such progress payments are contained in this Section 4.03 and the Indenture. Such payments shall be made by Trustee no more frequently than monthly and promptly after Trustee’s receipt of the completed Certification for Payment from the City Construction Representative. If the City disapproves any Certification for Payment, the City shall provide a written explanation of the reasons for such disapproval so that if the Certification for Payment is revised in accordance with

City's comments, the Certification for Payment can be approved. Notwithstanding anything to the contrary contained herein, if there are not enough funds in the segregated account to fund the remaining design and construction Actual Costs of a particular Authorized Improvement after taking into consideration any contingencies, the City Construction Representative shall not be obligated to authorize payments of a Certification for Payment for that Authorized Improvement until such time as Owner provides evidence satisfactory to the City Construction Representative that Owner has or will provide funds in an amount sufficient to fully fund the remaining design and construction Actual Costs of that Authorized Improvement. Furthermore, notwithstanding anything contained herein to the contrary, in the event a subcontractor supplying labor or materials for the Authorized Improvements claims that the subcontractor has not been paid for such labor or materials, the City Construction Representative shall not be obligated to authorize payment of a Certification for Payment until such claim is resolved.

(e) The general process for funding of Authorized Improvements from funds on deposit in the Project Fund is as follows:

(1) the Owner shall deliver to the City Construction Representative and the City Engineer the following:

(A) a Certification for Payment substantially in the form attached hereto as Exhibit "C" executed by the Construction Manager and the Project Engineer evidencing the Actual Costs;

(B) evidence of the acceptance by the City of those Authorized Improvements to be funded (for Completed Authorized Improvements only);

(C) waivers of liens for the work on the applicable Authorized Improvements through the previous Certification for Payment, receipts for payment and verification in form acceptable that any subcontractors have been paid; and

(D) an assignment of the warranties and guaranties in form reasonably acceptable to the City.

(2) After the Certification for Payment is submitted to the City Construction Representative, the City shall conduct a review to confirm those Authorized Improvements to be funded by proceeds of the PID Bonds were constructed in accordance with the plans therefor (for Completed Authorized Improvements only) and to verify the Actual Costs of Authorized Improvements specified in such Certification for Payment. The City agrees to conduct such review in an expeditious manner (not to exceed thirty (30) calendar days) after the Certification for Payment is submitted to the City and the Owner agrees to cooperate with the City in conducting each such review and to provide the City with such additional information and documentation as is reasonably necessary for the City to conclude each such review. Upon confirmation by the City that Authorized Improvements to be funded by the PID Bonds have been constructed in accordance with the plans therefor and this Agreement (for Completed Authorized Improvements only), and verification and approval of the Actual Costs of those Authorized Improvements, the City shall within five (5) calendar days thereafter accept those Authorized Improvements not previously accepted by the City and the City Construction Representative shall sign the Certification for Payment and forward the same to the City Manager. The City Manager shall then have up to ten (10) business days to forward the executed Certification for Payment to the Trustee for payment.

(f) In addition to the submitted items required in 4.03(e) above, in order to obtain the final progress payment for an Authorized Improvement funded by the PID Bonds pursuant to this Section 4.03, the Owner shall have provided to the City an assignment of the warranties and guaranties, if applicable, and a two-year maintenance bond for such Authorized Improvement.

Section 4.04. –Intentionally Deleted–

Section 4.05. Parity Bonds – Future Improvement Areas

(a) Any Actual Costs for Authorized Improvements for a given Future Improvement Area not paid or reimbursed from the proceeds of the initial series of Future Improvement Area Bonds or the proceeds from an Acquisition and Reimbursement Agreement may be paid or reimbursed from the proceeds of Parity Bonds for that Future Improvement Area. It is contemplated that Parity Bonds may be issued after issuance of the initial series of PID Bonds for a Future Improvement Area.

(b) The purpose of a Parity Bond issuance for a Future Improvement Area would be to fund the Actual Costs of Future Improvement Area Improvements that were completed at the time the initial Future Improvement Area Bonds secured by Assessments levied on such Future Improvement Area were issued but that were not fully reimbursed by said initial Future Improvement Area Bonds or any applicable Acquisition and Reimbursement Agreement.

(c) There may be more than one series of Parity Bonds secured by Assessments levied on a specific Future Improvement Area. If the Parity Bonds secured by Assessments levied on a specific Future Improvement Area are sufficient to fully reimburse Owner for the unreimbursed Actual Costs for that Future Improvement Area, then Owner’s right to receive any portion of the Assessments under an Acquisition and Reimbursement Agreement or otherwise for such purposes shall automatically terminate. However, if the net proceeds of Parity Bonds are not sufficient to reimburse Owner for the unreimbursed Actual Costs eligible to be paid from Assessments for a given Future Improvement Area, or if the amount to be funded by such Parity Bonds is insufficient to justify issuance in the City’s reasonable discretion, then Owner shall continue to receive the Assessments for that Future Improvement Area to the extent under an Acquisition and Reimbursement Agreement or otherwise, and only to the extent, those funds remain available therefor after debt service is paid on the applicable PID Bonds until the date the Owner is fully repaid for the unreimbursed Actual Costs eligible to be paid from Assessments.

ARTICLE V. PID BONDS

Section 5.01. Issuance of PID Bonds

(a) Subject to the terms and conditions set forth in this Section V, the City intends to pay for the Authorized Improvements by issuing PID Bonds in one or more series. The City agrees to use diligent, reasonable and good faith efforts, subject to meeting the requirements and conditions stated herein and State law, to issue, within four to six months after receiving from

Owner a Bond Issuance Request, the applicable PID Bonds, provided that Owner can reasonably demonstrate to the City and its financial advisors (i) that there is sufficient security for such PID Bonds, based upon the bond market conditions existing at the time of such proposed sale, (ii) that the Owner is current on all taxes, assessments, fees and obligations to the City, and (iii) by delivery to the City a certification or other evidence from an independent appraiser acceptable to the City confirming that the special benefits conferred on the properties being assessed for the Authorized Improvements increase the value of the Property.

(b) The aggregate principal amount of PID Bonds required to be issued hereunder shall not exceed an amount sufficient to fund: (i) the Actual Costs of the Authorized Improvements, (ii) required reserves and capitalized interest of not more than 12 months after the completion of construction of the applicable Authorized Improvements funded by the PID Bond issue in question and in no event for a period greater than 12 months from the date of the initial delivery of the applicable PID Bonds and (iii) Bond Issuance Costs. Provided, however, that to the extent the law(s) which limit the period of capitalized interest to 12 months after completion of construction change, the foregoing limitation may be adjusted to reflect the law(s) in effect at the time of future PID Bond issuances.

(c) The final maturity for each series of PID Bonds shall occur no later than 20 years from the issuance of said PID Bonds.

(d) The City shall not levy Assessments on any given portion of the Property if that levy would cause the aggregate Assessments, and Annual Installments thereof, to exceed an amount that produces the Maximum Equivalent Tax Rate, calculated at the time such Assessments are levied. Assessments on any given portion of the Property may be adjusted by the City in connection with subsequent PID Bond issues, as long as the Maximum Equivalent Tax Rate, as described in the foregoing sentence, is not exceeded, and the Assessments are determined in accordance with the Service and Assessment Plan. Assessments on any portion of the Property shall bear a direct proportionate relationship to the special benefit of the Authorized Improvements to that portion of the Property. Notwithstanding anything seemingly to the contrary herein, in the event of any conflict between this Agreement and the Service and Assessment Plan with respect to the calculation of the Maximum Assessment, the Service and Assessment Plan shall control.

(e) The minimum appraised value to lien ratio at the issuance date of each series of PID Bonds shall be 3 to 1.

(f) In addition to any other requirements of this Agreement, including but not limited to City Council approval, PID Bonds are not required to be issued under this Article V unless (i) the statutory requirements set forth in Chapter 372 of the Texas Local Government Code have been satisfied; (ii) the City receives at the time of issuance of such PID Bonds an opinion of counsel selected by the City stating in effect that the PID Bonds are legal and valid obligations under State law and that all preconditions to their issuance under State law have been satisfied; and (iii) the Attorney General has issued an opinion approving issuance of the bonds as required by the PID Act.

(g) The City will deliver a certificate relating to any PID Bonds authorized by the City

Council (such certificate, as it may be amended and supplemented from time to time, being referred to herein as the “**Tax Certificate**”) containing covenants and agreements designed to satisfy the requirements of Sections 103 and 141 through 150, inclusive, of the Tax Code and the income tax regulations issued thereunder relating to the use of the proceeds of the PID Bonds or of any monies, securities or other obligations on deposit to the credit of any of the funds and accounts created by the Indenture or this Agreement or otherwise that may be deemed to be proceeds of the Bonds within the meaning of Section 148 of the Tax Code (collectively, “**Bond Proceeds**”).

(h) If the Owner is requesting Parity Bonds for a Future Improvement Area, the Owner must demonstrate that any applicable additional bonds test can be satisfied.

(i) The foregoing requirements apply to each series of PID Bonds issued.

Section 5.02. Project Fund

The City hereby covenants and agrees that when PID Bonds are issued, the Indenture will establish a Project Fund as a separate fund to be held by the Trustee under the Indenture. The portion of the proceeds of the PID Bonds issued to pay Actual Costs of Authorized Improvements and Bond Issuance Costs shall be deposited upon issuance into separate accounts within the Project Fund.

Section 5.03. Denomination, Maturity, Interest, and Security for Bonds

(a) Each series of PID Bonds is subject to authorization by the City Council. If authorized, the PID Bonds shall be issued in the denominations, shall mature and be prepaid, shall bear interest, and shall be secured by and payable solely from the PID Bond Security, all to be as described and provided in the PID Bond Ordinance or Indenture, as applicable.

(b) The final and adopted versions of each PID Bond Ordinance and Indenture (and all documents incorporated or approved therein) shall contain provisions relating to the withdrawal, application, and uses of the proceeds of the PID Bonds when and as issued and delivered and otherwise contain such terms and provisions as are mutually approved by the City and the Owner.

Section 5.04. Sale of PID Bonds

The PID Bonds, when issued by the City, shall be marketed and sold through a negotiated, competitive, or privately placed sale to an approved third party or parties with the cooperation and assistance of the Owner in all respects with respect to the preparation of marketing documents, such as preliminary and final official statements or in such other marketing and/or sales method mutually agreed upon by the City and the Owner.

Section 5.05. Phased Issuance of Debt

As previously stated, the proposed bond issuance program is anticipated to entail a minimum of one bond financing that will finance the Authorized Improvements required for the development of the Project.

Section 5.06 Special Obligations

THE PID BONDS ARE SPECIAL, LIMITED OBLIGATIONS OF THE CITY SECURED SOLELY BY PLEDGED REVENUES (AS DEFINED IN THE INDENTURE) AND ANY OTHER FUNDS HELD UNDER THE INDENTURE, AS AND TO THE EXTENT PROVIDED IN THE INDENTURE. THE PID BONDS DO NOT GIVE RISE TO A CHARGE AGAINST THE GENERAL CREDIT OR TAXING POWERS OF THE CITY AND ARE NOT SECURED EXCEPT AS PROVIDED IN THE INDENTURE. THE OWNERS OF THE BONDS SHALL NEVER HAVE THE RIGHT TO DEMAND PAYMENT THEREOF OUT OF ANY FUNDS OF THE CITY OTHER THAN THE PLEDGED REVENUES AND ANY OTHER FUNDS HELD UNDER THE INDENTURE, AS AND TO THE EXTENT PROVIDED IN THE INDENTURE. THE CITY SHALL HAVE NO LEGAL OR MORAL OBLIGATION TO THE OWNERS OF THE BONDS TO PAY THE BONDS OUT OF ANY FUNDS OF THE CITY OTHER THAN THE PLEDGED REVENUES. NONE OF THE CITY OR ANY OF ITS ELECTED OR APPOINTED OFFICIALS OR ANY OF ITS OFFICERS, EMPLOYEES, CONSULTANTS OR REPRESENTATIVES SHALL INCUR ANY LIABILITY HEREUNDER TO THE OWNER OR ANY OTHER PARTY IN THEIR INDIVIDUAL CAPACITIES BY REASON OF THIS AGREEMENT OR THEIR ACTS OR OMISSIONS UNDER THIS AGREEMENT.

ARTICLE VI. REPRESENTATIONS, WARRANTIES, AND INDEMNIFICATION

Section 6.01. Representations and Warranties of City

The City makes the following covenant, representation and warranty for the benefit of the Owner:

The City is a political subdivision of the State of Texas, duly incorporated, organized and existing under the Constitution and general laws of the State, and has full legal right, power and authority under the PID Act and other applicable law (i) to enter into, execute and deliver this Agreement, (ii) to adopt the Assessment Ordinance, and (iii) to carry out and consummate the transactions contemplated by this Agreement.

Section 6.02. Covenants, Representation, and Warranties of Owner

The Owner makes the following representations, warranties and covenants for the benefit of the City:

(a) Owner represents and warrants that it is a limited partnership duly organized and validly existing under the laws of the State of Texas, is in compliance with the laws of the State of Texas, has the authority to conduct business in Texas, and has the power and authority to own its properties and assets and to carry on its business as now being conducted and as now contemplated.

(b) The Owner represents and warrants that the Owner has the power and authority to enter into this Agreement, and has taken all action necessary to cause this Agreement to be executed and delivered, and this Agreement has been duly and validly executed and delivered on behalf of the Owner.

(c) The Owner represents and warrants that this Agreement is valid and enforceable obligation of the Owner and is enforceable against the Owner in accordance with its terms, subject to bankruptcy, insolvency, reorganization, or other similar laws affecting the enforcement of creditors' rights in general and by general equity principles.

(d) The Owner covenants that once it commences construction of a Segment it will use its reasonable and diligent efforts to do all things which may be lawfully required of it in order to cause such Segment of the Authorized Improvements to be completed in accordance with this Agreement.

(e) The Owner represents and warrants that (i) it will not request payment from the City for the acquisition of any Authorized Improvements that are not part of the Project, and (ii) it will diligently follow all procedures set forth in this Agreement with respect to Certifications for Payment.

(f) For a period of two (2) years after the final Acceptance Date of each applicable Authorized Improvement, the Owner covenants to maintain proper books of record and account for the Authorized Improvements and all costs related thereto. The Owner covenants that such accounting books will be maintained in accordance with sound accounting practices, and will be available for inspection by the City or its agent at any reasonable time during regular business hours upon at least 72 hours' notice.

(g) The Owner agrees to provide the information required pursuant to the Continuing Disclosure Agreement executed by the Owner in connection with the PID Bonds.

(h) The Owner covenants to provide, or cause to be provided, such facts and estimates as the City reasonably considers necessary to enable it to execute and deliver its Tax Certificate. The Owner further covenants that (i) such facts and estimates will be based on its reasonable expectations on the date of issuance of the PID Bonds and will be, to the best of the knowledge of the officers of the Owner providing such facts and estimates, true, correct and complete as of that date, and (ii) the Owner will make reasonable inquiries to ensure such truth, correctness and completeness. The Owner covenants that it will not make, or (to the extent that it exercises control or direction) permit to be made, any use or investment of the Bond Proceeds that would cause any of the covenants or agreements of the City contained in the Tax Certificate to be violated or that would otherwise have an adverse effect on the tax-exempt status of the interest payable on the PID Bonds for federal income tax purposes.

Section 6.03. Intentionally Deleted.

Section 6.04 Indemnification and Hold Harmless by Owner

THE OWNER COVENANTS AND AGREES TO FULLY INDEMNIFY AND HOLD HARMLESS CITY (AND THEIR ELECTED OFFICIALS, EMPLOYEES, OFFICERS, DIRECTORS, AND REPRESENTATIVES), INDIVIDUALLY AND COLLECTIVELY, FROM AND AGAINST ANY AND ALL COSTS, CLAIMS, LIENS, DAMAGES, LOSSES, EXPENSES, FEES, FINES, PENALTIES, PROCEEDINGS, ACTIONS, DEMANDS, CAUSES OF ACTION, LIABILITY AND SUITS OF ANY KIND AND NATURE BROUGHT BY ANY THIRD PARTY AND RELATING TO DEVELOPER'S ACTIONS ON THE PROJECT, INCLUDING BUT NOT LIMITED TO,

PERSONAL INJURY OR DEATH AND PROPERTY DAMAGE, MADE UPON CITY OR DIRECTLY OR INDIRECTLY ARISING OUT OF, RESULTING FROM OR RELATED TO OWNER OR OWNER'S TENANTS' NEGLIGENCE, WILLFUL MISCONDUCT OR CRIMINAL CONDUCT IN ITS ACTIVITIES UNDER THIS AGREEMENT, INCLUDING ANY SUCH ACTS OR OMISSIONS OF OWNER OR OWNER'S TENANTS, ANY AGENT, OFFICER, DIRECTOR, REPRESENTATIVE, EMPLOYEE, CONSULTANT OR SUBCONSULTANTS OF OWNER OR OWNERS TENANTS, AND THEIR RESPECTIVE OFFICERS, AGENTS, EMPLOYEES, DIRECTORS AND REPRESENTATIVES WHILE IN THE EXERCISE OR PERFORMANCE OF THE RIGHTS OR DUTIES UNDER THIS AGREEMENT, ALL WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO CITY, UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW. THE PROVISIONS OF THIS INDEMNIFICATION ARE SOLELY FOR THE BENEFIT OF THE CITY AND ARE NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY. OWNER SHALL PROMPTLY ADVISE CITY IN WRITING OF ANY CLAIM OR DEMAND AGAINST CITY, RELATED TO OR ARISING OUT OF OWNER OR OWNER'S TENANTS' ACTIVITIES UNDER THIS AGREEMENT AND SHALL SEE OT THE INVESTIGATION AND DEFENSE OF SUCH CLAIM OR DEMAND AT DEVELOPER'S COST TO THE EXTENT REQUIRED UNDER THE INDEMNITY IN THIS PARAGRAPH. CITY SHALL HAVE THE RIGHT, AT THEIR OPTION AND AT THEIR OWN EXPENSE, TO PARTICIPATE IN SUCH DEFENSE WITHOUT RELIEVING DEVELOPER OF ANY OF ITS OBLIGATIONS UNDER THIS PARAGRAPH.

IT IS THE EXPRESS INTENT OF THIS SECTION THAT THE INDEMNITY PROVIDED TO THE CITY AND THE OWNER SHALL SURVIVE THE TERMINATION AND OR EXPIRATION OF THIS AGREEMENT AND SHALL BE BROADLY INTERPRETED AT ALL TIMES TO PROVIDE THE MAXIMUM INDEMNIFICATION OF THE CITY AND / OR THEIR OFFICERS, EMPLOYEES AND ELECTED OFFICIALS PERMITTED BY LAW.

ARTICLE VII. DEFAULT AND REMEDIES

(a) A Party shall be deemed in default under this Agreement (which shall be deemed a breach hereunder) if such Party fails to materially perform, observe or comply with any of its covenants, agreements or obligations hereunder or breaches or violates any of its representations contained in this Agreement.

(b) Before any failure of any Party to perform its obligations under this Agreement shall be deemed to be a breach of this Agreement, the Party claiming such failure shall notify, in writing, the Party alleged to have failed to perform of the alleged failure and shall demand performance. No breach of this Agreement may be found to have occurred if performance has commenced to the reasonable satisfaction of the complaining Party within 30 days of the receipt of such notice (or 5 days in the case of a monetary default), subject, however, in the case of non-monetary default, to the terms and provisions of subparagraph (c) in this Article VII. Upon a breach of this Agreement, the non-defaulting Party in any court of competent jurisdiction, by an action or proceeding at law or in equity, may secure the specific performance of the covenants and agreements herein contained (and/or an action for mandamus as and if appropriate). Except as

Austin, Texas 78752

If to Owner: Lennar Homes of Texas Land and Construction, Ltd.
Attn: Chase Kohlhoff
12401 Research Blvd, Building 1 Ste. 300
Austin, Texas 78759
Email: Chase.Kohlhoff@Lennar.com

With a copy to: Metcalfe Wolff Stuart & Williams, LLP
Attn: Steve Metcalfe
221 W. 6th, Suite 1300
Austin, Texas 78701

Section 8.02. Fee Arrangement /Administration of District

(a) The Owner agrees that it will pay all of the City’s reasonable costs and expenses (including the City’s third party advisors and consultants) related to the creation and administration of the District, as well as costs and expenses relating to the development and review of the Service and Assessment Plan (including legal fees and financial advisory fees) (“City PID Costs”). Prior to closing of the applicable PID Bonds, the City shall (i) submit to the Owner and the Trustee invoices and other supporting documentation evidencing the City PID Costs and (ii) direct the Trustee to pay these fees, as applicable, to the City or on behalf of the City from proceeds of the applicable PID Bonds. In addition to any City PID Costs pursuant to the preceding sentences, all fees of legal counsel related to the issuance of the applicable PID Bonds, including fees for the review of the District creation and District administration documentation, the preparation of customary bond documents and the obtaining of Attorney General approval for the applicable PID Bonds incurred by the Owner or otherwise, will be paid at closing from proceeds of the applicable PID Bonds.

(b) The City has entered into a separate agreement with the Administrator to administer the District after closing. The Annual Collection Costs shall be collected as part of and in the same manner as Annual Installments in the amounts set forth in the Service and Assessment Plan.

(c) It is hereby acknowledged and agreed that fees for the City’s Bond Counsel, Trustee, Trustee’s Counsel, Financial Advisor, the Underwriter, and Underwriter’s Counsel will be paid at the time of closing of the PID Bonds.

Section 8.03. Assignment

(a) Owner may, in its sole and absolute discretion, transfer or assign its rights or obligations under this Agreement with respect to all or part of the Project from time to time to an Affiliate without the consent of the City. Prior to the issuance of the initial PID Bonds, however, Owner shall not transfer or assign its rights or obligations under this Agreement with respect to all or part of the Project to a non-affiliated entity without the prior consent of the City, not to be unreasonably withheld conditioned or delayed. After the issuance of the initial PID Bonds, the Owner may transfer or assign its rights or obligations under this Agreement to any party without the City’s consent. Owner shall provide the City thirty (30) days prior written notice of any such

assignment. Upon such assignment or partial assignment, Owner shall be fully released from any and all future obligations under this Agreement and shall have no liability for such obligations with respect to this Agreement for the part of the Project so assigned.

(b) The City hereby acknowledges and agrees that Owner shall have the right to make a collateral assignment of any reimbursements and/or proceeds under this Agreement to any lender on the Project and the City shall execute any documentation reasonably requested by such lender evidencing such fact.

(c) Any sale of a portion of the Property or assignment of any right hereunder shall not be deemed a sale or assignment to a Designated Successor or Assign unless the conveyance or transfer instrument effecting such sale or assignment expressly states that the sale or assignment is to a Designated Successor or Assign.

(d) Any sale of a portion of the Property or assignment of any right hereunder shall not be deemed a Transfer unless the conveyance or transfer instrument effecting such sale or assignment expressly states that the sale or assignment is deemed to be a Transfer.

Section 8.04. Construction of Certain Terms

For all purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires, the following rules of construction shall apply:

(a) Words importing a gender do not exclude any other gender.

(b) Words importing the singular include the plural and vice versa.

(c) A reference to a document includes an amendment, supplement, or addition to, or replacement, substitution, or novation of, that document but, if applicable, only if such amendment, supplement, addition, replacement, substitution, or novation is permitted by and in accordance with that applicable document.

(d) Any term defined herein by reference to another instrument or document shall continue to have the meaning ascribed thereto whether or not such other instrument or document remains in effect.

(e) A reference to any Party includes, with respect to Owner, its Designated Successors and Assigns, and reference to any Party in a particular capacity excludes such Party in any other capacity or individually.

(f) All references in this Agreement to designated "Articles," "Sections," and other subdivisions are to the designated Articles, Sections, and other subdivisions of this Agreement. All references in this Agreement to "Exhibits" are to the designated Exhibits to this Agreement.

(g) The words "herein," "hereof," "hereto," "hereby," "hereunder," and other words of similar import refer to this Agreement as a whole and not to the specific Section or provision where such word appears.

(h) The words "including" and "includes," and words of similar import, are deemed to be followed by the phrase "without limitation."

(i) Unless the context otherwise requires, a reference to the "Property," the "Authorized Improvements," or the "District" is deemed to be followed by the phrase "or a portion thereof."

(j) Every "request," "order," "demand," "direction," "application," "appointment," "notice," "statement," "certificate," "consent," "approval," "waiver," "identification," or similar action under this Agreement by any Party shall, unless the form of such instrument is specifically provided, be in writing duly signed by a duly authorized representative of such Party.

(k) The Parties hereto acknowledge that each such party and their respective counsel have participated in the drafting and revision of this Agreement. Accordingly, the Parties agree that any rule of construction that disfavors the drafting party shall not apply in the interpretation of this Agreement.

Section 8.05. Table of Contents; Titles and Headings

The titles of the articles and the headings of the sections of this Agreement are solely for convenience of reference, are not a part of this Agreement, and shall not be deemed to affect the meaning, construction, or effect of any of its provisions.

Section 8.06. Amendments

This Agreement may be amended, modified, revised or changed by written instrument executed by the Parties and approved by the City Council.

Section 8.07. Time

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.

Section 8.08. 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.

Section 8.09. Entire Agreement

This Agreement contains the entire agreement of the Parties.

Section 8.10. Severability; Waiver

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.

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 or 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.

Section 8.11. Owner as Independent Contractor

In performing under this Agreement, it is mutually understood that the Owner is acting as an independent contractor, and not an agent of the City.

Section 8.12. Supplemental Agreements

Other agreements and details concerning the obligations of the Parties under and with respect to this Agreement are/or will be included in the Service and Assessment Plan, the Assessment Ordinance, PID Bond Ordinance and/or Indenture. The Owner will provide any continuing disclosures required under the Indenture and will execute a separate agreement outlining Owner's continuing disclosure obligations, if required.

Section 8.13. City's Acceptance of Authorized Improvements

The City hereby agrees that it will not unreasonably withhold the final acceptance of any of the Authorized Improvements and will work with the Owner in good faith to expedite review and acceptance of such Authorized Improvements.

Section 8.14. Boycotts and Foreign Business Engagements

(a) 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 Agreement is a contract for goods or services, will not boycott Israel during the term of this Agreement. The foregoing verification is made solely to comply with Section 2271.002, Texas Government Code, and to the extent such Section does not contravene applicable State or 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.

(b) The Owner represents that neither it nor any of its respective parent companies, wholly- or majority-owned subsidiaries, and other affiliates, if any, 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, 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 solely to comply with Section 2252.152, Texas Government Code, and to the extent such Section does not contravene applicable Federal law and excludes the Owner and any of its respective parent companies, 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 8.15. Verification Regarding Discrimination Against Firearm Entity or Trade Association

To the extent this Agreement constitutes a contract for the purchase of goods or services for which a written verification is required under Section 2274.002, Texas Government Code, (as added by Senate Bill 19, 87th Texas Legislature, Regular Session, "SB 19"), as amended, the Owner hereby verifies that it and its parent company, wholly- or majority- owned subsidiaries, and other affiliates, if any,

- (1) do not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association; and
- (2) will not discriminate during the term of this Agreement against a firearm entity or firearm trade association.

The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code, as amended, to the extent Section 2274.002, Texas Government Code does not contravene applicable Texas or federal law. As used in the foregoing verification, "discriminate against a firearm entity or firearm trade association" shall have the meaning assigned to such term in Section 2274.001(3), Texas Government Code (as added by SB 19). 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 8.16. Verification Regarding Energy Company Boycotts

To the extent this Agreement constitutes a contract for goods or services for which a written verification is required under Section 2274.002, Texas Government Code, (as added by Senate Bill 13, 87th Texas Legislature, Regular Session) as amended, the Owner hereby verifies that it and its parent company, wholly- or majority- owned subsidiaries, and other affiliates, if any, do not boycott energy companies and, will not boycott energy companies during the term of this Agreement. The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code, as amended, to the extent Section 2274.002, Texas Government Code does not contravene applicable Texas or federal law. As used in the foregoing verification, "boycott energy companies" shall have the meaning assigned to the term "boycott energy company" in Section

809.001, Texas Government Code. 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 8.17. Form 1295

Section 2252.908 of the Texas Government Code requires that for certain types of contracts, you must fill out a conflict of interest form ("Disclosure of Interested Parties") at the time you submit your signed contract to the City. For further information please go to the Texas Ethics Commission website via the following link. https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm. The City acknowledges that Owner is not obligated to file a Disclosure of Interested Parties because Owner is publicly traded, and the City will not request any such filing from Owner.

Section 8.18. Exhibits

The following exhibits are attached to and incorporated into this Agreement for all purposes:

- Exhibit A - Definitions
- Exhibit B - Property Description
- Exhibit B-1 - Improvement Area #1
- Exhibit B-2 - Improvement Area #2
- Exhibit B-3 - Improvement Area #3
- Exhibit C - Forms of Certification for Payment
- Exhibit D - Closing Disbursement Request
- Exhibit E - Buyer Disclosure Program
- Exhibit E-1 - Notice of Obligation to Pay

CITY:

CITY OF KYLE, TEXAS

By: _____
Name: _____
Title: _____

OWNER:

**Lennar Homes of Texas Land and
Construction, Ltd.**

a Texas limited partnership

By: Lennar Texas Holding
Company
a Texas corporation
Its: General Partner

By: _____
Name: _____
Title: _____

EXHIBIT “A”
DEFINITIONS

Unless the context requires otherwise, and in addition to the terms defined above, each of the following terms and phrases used in this Agreement has the meaning ascribed thereto below:

“**Acceptance Date**” means, with respect to an Authorized Improvement or Segment, the date that the Actual Cost thereof is paid to the Owner pursuant to the terms hereof.

“**Acquisition and Reimbursement Agreement**” means (whether one or more) an agreement that provides for construction and dedication of an Authorized Improvement, or Segment thereof, to the City prior to the Owner being paid out of the proceeds of the respective PID Bonds, whereby all or a portion of the Actual Costs will be paid to Owner initially from Assessment Revenues (and ultimately from PID Bonds) to reimburse the Owner for Actual Costs paid by the Owner that are eligible to be paid with proceeds of a series of PID Bond. The form of Acquisition and Reimbursement Agreement shall be reasonably acceptable to both City and Owner.

“**Actual Cost(s)**” mean, with respect to Authorized Improvements, the actual costs paid or incurred by or on behalf of the Owner: (1) to plan, design, acquire, construct, install, and dedicate such improvements to the City; (2) to prepare plans, specifications (including bid packages), contracts, and as-built drawings; (3) to obtain zoning, licenses, plan approvals, permits, inspections, and other governmental approvals; (4) for third-party professional consulting services including but not limited to, engineering, surveying, geotechnical, land planning, architectural, landscaping, legal, accounting, and appraisals; (5) of labor, materials, equipment, fixtures, payment and performance bonds and other construction security, and insurance premiums; and (6) to implement, administer, and manage the above-described activities. Actual Costs shall not include general contractor’s fees in an amount that exceeds a percentage equal to the percentage of work completed or construction management fees in an amount that exceeds an amount equal to the construction management fee amortized in approximately equal monthly installments over the term of the applicable construction management contract. Amounts expended for costs described in subsection (3), (4), and (6) above shall be excluded from the amount upon which the general contractor and construction management fees are calculated.

“**Administrator**” means the City or the person or independent firm designated by the City who shall have the responsibility provided in this Service and Assessment Plan, an Indenture, or any other agreement or document approved by the City related to the duties and responsibility of the administration of the District.

“**Affiliate**” means an entity which is controlled by, controls, or is under common control with Owner.

“**Agreement**” has the meaning given in the recitals to this Agreement.

“**Annual Collection Costs**” mean the actual or budgeted costs and expenses for: (1) the Administrator and City staff; (2) legal counsel, engineers, accountants, financial advisors, and

other consultants engaged by the City; (3) calculating, collecting, and maintaining records with respect to Assessments and Annual Installments; (4) preparing and maintaining records with respect to Assessment Rolls and Annual Service Plan Updates; (5) issuing, paying, and redeeming PID Bonds; (6) investing or depositing Assessments and Annual Installments; (7) complying with this Service and Assessment Plan and the Act with respect to the issuance and sale of PID Bonds, including continuing disclosure requirements; and (8) the paying agent/registrar and Trustee in connection with PID Bonds, including their respective legal counsel. Annual Collection Costs collected but not expended in any year shall be carried forward and applied to reduce Annual Collection Costs for subsequent years.

“Annual Installment” shall have the meaning given in the Service and Assessment Plan.

“Assessed Property” shall have the meaning given in the recitals to this Agreement.

“Assessment(s)” shall have the meaning given in the recitals to this Agreement.

“Assessment Ordinance” means each ordinance, resolution or order adopted by the City Council levying the Assessments on the Property, as required by Article II of this Agreement.

“Assessment Revenues” means money collected by or on behalf of the City from any one or more of the following: (i) an Assessment levied against an assessed parcel, or Annual Installment payment thereof, including any interest on such Assessment or Annual Installment thereof during any period of delinquency, (ii) a Prepayment, (iii) Delinquent Collection Costs (as defined in the applicable Indenture), and (iv) Foreclosure Proceeds (as defined in the applicable Indenture).

“Attorney General” means the Texas Attorney General’s Office.

“Authorized Improvements” means the improvements authorized by Section 372.003 of the PID Act, as further described in the Service and Assessment Plan.

“Bond Counsel” means Bickerstaff Heath Delgado Acosta LLP.

“Bond Issuance Costs” means the costs associated with issuing PID Bonds, including but not limited to attorney fees, financial advisory fees, consultant fees, appraisal fees, printing costs, publication costs, City costs, capitalized interest, reserve fund requirements, underwriter’s discount, fees charged by the Texas Attorney General, and any other cost or expense directly associated with the issuance of PID Bonds.

“Bond Issuance Request” means written request made by Owner to the City in good faith as evidenced by Owner’s expenditure of necessary amounts for market studies, financial analysis, legal counsel, and other professional services and due diligence necessary to support the request.

“Bond Proceeds” shall have the meaning given to them in Section 5.01(g) hereof.

“Buyer Disclosure Program” means the disclosure program, administered by the Administrator as set forth in a document in substantially the same form as Exhibit “E” attached

hereto, that establishes a mechanism to disclose to each End User the terms and conditions under which their lot is burdened by the District.

“**Certification for Payment**” means the certificate (whether one or more) in substantially the same form as Exhibit “C” attached hereto.

“**City**” means the City of Kyle, Texas.

“**City Construction Representative**” means the City Engineer or such other person selected by the City to oversee the construction of the Authorized Improvements on behalf of the City.

“**City Council**” means the City Council of the City of Kyle, Texas.

“**City Manager**” means the City Manager of the City of Kyle, Texas.

“**City PID Costs**” shall have the meaning given in Section 8.02(a) of this Agreement.

“**Closing Disbursement Request**” means the request (whether one or more) in substantially the same form as Exhibit “D” attached hereto.

“**Completed Authorized Improvements**” means any Authorized Improvement that has been 100% completed, dedicated and conveyed by the Owner and accepted by the City.

“**Construction Manager**” means initially the Owner, and thereafter subject to change in accordance with Article III of this Agreement. The City acknowledges and agrees that (i) the Owner may subcontract out the duties of Construction Manager to a third party and (ii) Owner’s hiring of an initial subcontractor to serve as the Construction Manager shall not be deemed a change in the Construction Manager pursuant to the terms and conditions of Article III of this Agreement.

“**Construction Management Fee**” means 4% of the costs incurred by or on behalf of Owner for the construction of each Segment. The Construction Management Fee is part of the Actual Costs.

“**Continuing Disclosure Agreement**” shall mean any continuing disclosure agreement entered into by the Owner and a dissemination agent relating to the sale of the PID Bonds.

“**County**” means Hays County, Texas.

“**Debt**” means any bond, note, or other evidence of indebtedness incurred, entered into, or issued by the City related exclusively to the District.

“**Delinquent Collection Costs**” mean, for a Parcel, interest, penalties, and other costs and expenses authorized by the PID Act that directly or indirectly relate to the collection of delinquent Assessments, delinquent Annual Installments, or any other delinquent amounts due under this Service and Assessment Plan, including costs and expenses to foreclose liens.

“Designated Successors and Assigns” shall mean (i) an entity to which Owner assigns (in writing) its rights and obligations contained in this Agreement pursuant to Section 8.03 related to all or a portion of the Property, (ii) any entity which is the successor by merger or otherwise to all or substantially all of Owner’s assets and liabilities including, but not limited to, any merger or acquisition pursuant to any public offering or reorganization to obtain financing and/or growth capital; or (iii) any entity which may have acquired all of the outstanding stock or ownership of assets of Owner.

“Development Agreement” has the meaning given in the recitals of this Agreement.

“District” has the meaning given in the recitals to this Agreement.

“End User” means any tenant, user, or owner of a fully developed and improved lot.

“Effective Date” has the meaning given in the recitals to this Agreement.

“Force Majeure” shall mean delays due to strikes, acts of God, inability to obtain labor or materials, litigation, enemy action, pandemic, civil commotion, fire, rain or windstorm, governmental action or inaction, or similar causes, provided such similar causes are beyond the reasonable control of the party whose obligations are affected by such acts.

“Future Improvement Area” means Improvement Area #2 and Improvement Area #3.

“Future Improvement Area Bonds” means one or more series of PID Bonds issued for the Future Improvement Areas.

“Future Improvement Area Improvements” means the Authorized Improvements allocable to a given Future Improvement Area.

“Improvement Area” has the meaning given in Section 2.01(b) of this Agreement.

“Improvement Area Operating Account” shall mean a designated account separate from the City’s other accounts for the purposes of collection of Assessments prior to issuance of PID Bonds.

“Improvement Area #1” means the portion of the Property designated as such and depicted on Exhibit “B-1” attached hereto.

“Improvement Area #1 Bonds” has the meaning given in Section 2.01(b) of this Agreement.

“Improvement Area #1 Improvements” means the Authorized Improvements that benefit Improvement Area #1.

“Improvement Area #1 Projects” has the meaning given in Section 2.01(b) of this Agreement.

“Improvement Area #2” means the portion of the Property designated as such and depicted on Exhibit “B-2” attached hereto.

“Improvement Area #3” means the portion of the Property designated as such and depicted on Exhibit “B-3” attached hereto.

“Indenture” means the applicable Indenture of Trust between the City and a trustee relating to the issuance of a series of PID Bonds for financing costs of Authorized Improvements, as it may be amended from time to time.

“Interest” shall mean the interest rate charged for the PID Bonds or such other interest rate as may be required by applicable law.

“Landowner” shall mean the owner(s) of the Property.

“Lot” means (i) for any portion of the Property for which a subdivision plat has been recorded in the official public records of the County, a tract of land described as a “lot” in such subdivision plat, and (ii) for any portion of the Property for which a subdivision plat has not been recorded in the official public records of the County, a tract of land anticipated to be described as a “lot” in a final recorded subdivision plat.

“Major Improvement Area” means the portion of the Property designated as such and depicted on Exhibits “B-2” and “B-3” attached hereto.

“Major Improvements” means the Authorized Improvements that benefit the entire District.

“Major Improvement Area PID Bonds” has the meaning given in Section 2.01(b) of this Agreement.

“Major Improvement Area Projects” has the meaning given in Section 2.01(b) of this Agreement.

“Maximum Assessment” shall have the meaning given in the Service and Assessment Plan.

“Maximum Equivalent Tax Rate” means, for each lot classification identified in the Service and Assessment Plan, \$0.44 per \$100 of estimated buildout value. The estimated buildout value for a lot classification shall be determined by the Administrator and confirmed by the City Council by considering such factors as density, lot size, proximity to amenities, view premiums, location, market conditions, historical sales, builder contracts, discussions with homebuilders, reports from third party consultants, information provided by the Owner, or any other information that may help determine buildout value.

“Owner” has the meaning given in the recitals to this Agreement.

“Owner’s Association” means a homeowner’s association or property owner’s association.

“Owner Expended Funds” means the funds expended by the Owner to date to pay Actual Costs of the Authorized Improvements that have not been previously reimbursed by the City.

“Party” means the Owner or the City, as parties to this Agreement, and **“Parties”** means collectively, the Owner and the City.

“Parity Bonds” means any PID Bonds issued subsequent to Future Improvement Area Bonds and secured on a parity basis therewith.

“PID Act” means Chapter 372, Local Government Code.

“PID Bonds” means the special assessment revenue bonds to be issued by the City, in one or more series, to finance the Authorized Improvements that confer special benefit on the land within the District, which may include funds for any required reserves and amounts necessary to pay the Bond Issuance Costs, and to be secured by the revenues and funds pledged under an Indenture, consisting primarily of the Assessments, pursuant to the authority granted in the PID Act, and as described by this Agreement for the purposes of (i) financing the costs of Authorized Improvements and related costs and (ii) reimbursing the Owner for Actual Costs paid prior to the issuance of the PID Bonds. This term is used to collectively refer to the Major Improvement Area PID Bonds, the Improvement Area #1 PID Bonds, any Future Improvement Area Bonds and any Parity Bonds throughout this Agreement.

“PID Bond Ordinance” means and refers to the order(s) or ordinances of the City Council that will authorize and approve the issuance and sale of the PID Bonds and provide for their security and payment, either under the terms of the bond order or a trust indenture related to the PID Bonds.

“PID Bond Security” means the funds that are to be pledged in or pursuant to the PID Bond Ordinance or the Indenture to the payment of the debt service requirements on the PID Bonds, consisting of the Assessments, including earnings and income derived from the investment or deposit of Assessments in the special funds or accounts created and established for the payment and security of the PID Bonds, unless such earnings are required to be deposited into a rebate fund for payment to the federal government.

“Pledged Revenue Fund” means the separate and unique fund established by the City under such name pursuant to the Indenture wherein the Assessment Revenues are deposited.

“Prepayment” means the payment of all or a portion of an Assessment before the due date thereof. Amounts received at the time of a Prepayment that represent a payment of principal, interest or penalties on a delinquent installment of an Assessment are not to be considered a Prepayment, but rather are to be treated as the payment of the regularly scheduled Assessment.

“Project” has the meaning given in the recitals to this Agreement.

“Project Engineer” means the civil engineer or firm of civil engineers selected by the Owner to perform the duties set forth herein, which is currently _____. Owner reserves the right to replace the Project Engineer at any time in Owner’s sole discretion.

“Project Fund” means the separate and unique fund established by the City under such name pursuant to the Indenture as described in Section 5.02 hereof.

“**Property**” has the meaning given in the recitals to this Agreement.

“**PUD**” has the meaning given in the recitals to this Agreement.

“**Regulatory Requirements**” means the requirements and provisions of the City over the Authorized Improvements, as adjusted by the PUD and Development Agreement.

“**Reimbursement Obligation Balance**” has the meaning given in Section 4.02(c) of this Agreement.

“**SAP Consultant**” means Development Planning & Financing Group, Inc.

“**Segment**” or “**Segments**” means the discrete portions of the Authorized Improvements identified as such.

“**Service and Assessment Plan**” means the Plum Creek North Public Improvement District Service and Assessment Plan, to be initially adopted by the City Council in the initial 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.

“**State**” means the State of Texas.

“**Tax Certificate**” shall have the meaning given in Section 5.01(g) hereof.

“**Tax Code**” means the Internal Revenue Code of 1986, as amended, including applicable regulations, published rulings and court decisions.

“**Transfer**” shall have the meaning given in Section 2.05 hereof.

“**Transferee**” shall have the meaning given in Section 2.05 hereof.

“**Trustee**” means the trustee under the Indenture, and any successor thereto permitted under such Indenture and any other Trustee under a future Indenture.

“**Underwriter**” means FMSbonds, Inc., or its successor.

Exhibit "B"

PROPERTY DESCRIPTION FOR PROJECT

FIELD NOTES DESCRIPTION

DESCRIPTION OF 329.46 ACRES OF LAND IN THE M.M. MCCARVER LEAGUE NUMBER 4, A-10, HAYS COUNTY, TEXAS; BEING A PORTION OF THE REMAINDER OF A CERTAIN 983.99 ACRE TRACT DESIGNATED AS TRACT 2 OF EXHIBIT "A" AND DESCRIBED IN THE DEED WITHOUT WARRANTY TO MOUNTAIN PLUM, LTD. OF RECORD IN VOLUME 2297, PAGE 139, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS; SAID 329.46 ACRES OF LAND AS SURVEYED BY BOWMAN CONSULTING GROUP, LTD. BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2-inch iron rod with a plastic cap stamped "LAI" previously set in the north right-of-way line of Kohler's Crossing (County Road 171), a variable width right-of-way, for the northwest corner of a certain called 1.171 acre tract designated as Parcel 3, Tract 1, and described in a deed to the City of Kyle, Texas, of record in Volume 3220, Page 508, Official Public Records of Hays County, Texas;

THENCE N 87° 01' 11" E, with the north right-of-way line of said Kohler's Crossing (County Road 171), with the north line of the said 1.171 acre tract, a distance of 765.77 feet to a 1/2-inch iron rod with a plastic cap stamped "BCG" set for the southerly southwest corner and **POINT OF BEGINNING** of the tract described herein;

THENCE leaving the north right-of-way line of said Kohler's Crossing (County Road 171), crossing the said 983.99 acre tract, with the west and south lines of the tract described herein, the following two (2) courses and distances:

1. N 12° 30' 54" E, a distance of 810.89 feet to a 1/2-inch iron rod with a plastic cap stamped "BCG" set for a re-entrant corner, and
2. S 88° 23' 03" W, a distance of 767.32 feet to a 1/2-inch iron rod with a plastic cap stamped "BCG" set in the curving east right-of-way line of R.M. 2770 (Old Austin-San Marcos Road), a variable width right-of-way, being the east line of a certain called 1.663 acre tract designated as Exhibit A, Parcel No. 1, and described in a deed to the State of Texas of record in Volume 1076, Page 205, Official Public Records of Hays County, Texas, for the westerly southwest corner of the tract described herein, from which a Texas Department of Transportation (TXDOT) Type 2 right-of-way marker found for a point of tangency in the east right-of-way line of said R.M. 2770 (Old Austin-San Marcos Road), and the east line of the said 1.663 acre tract bears with the arc of a curve to the right, having a radius of 2970.17, an arc distance of 4.01 feet, and a chord which bears S 15° 41' 07" W, a distance of 4.01 feet;

THENCE with the east right-of-way line of said R.M. 2770 (Old Austin-San Marcos Road) and the east line of the said 1.663 acre tract, with the west line of the tract described herein, the following three (3) courses and distances:

1. with the arc of a curve to the left, having a radius of 2970.17, an arc distance of 298.47 feet, and a chord which bears N 12° 46' 04" E, a distance of 298.34 feet to a Texas Department of Transportation (TXDOT) Type 2 right-of-way marker found for a point of tangency,
2. N 09° 53' 14" E, a distance of 1255.36 feet to a Texas Department of Transportation (TXDOT) Type 2 right-of-way marker found for a point of curvature, and
3. with the arc of a curve to the right, having a radius of 5659.58, an arc distance of 264.66 feet, and a chord which bears N 11° 13' 39" E, a distance of 264.64 feet to a Texas Department of Transportation (TXDOT) Type 2 right-of-way marker found

for a point of tangency in the east line of said R.M. 2770 (Old Austin-San Marcos Road) and the east line of the said 1.663 acre tract, for the westerly northwest corner of the tract described herein, from which a Texas Department of Transportation (TXDOT) Type 2 right-of-way marker found for a point of curvature in the east right-of-way line of said R.M. 2770 (Old Austin-San Marcos Road) and the east line of the said 1.663 acre tract bears N 12° 33' 31" E, a distance of 553.60 feet;

THENCE leaving the east right-of-way line of said R.M. 2770 (Old Austin-San Marcos Road) and the east line of the said 1.663 acre tract, crossing the said 983.99 acre tract, with the west and north lines of the tract described herein, the following nine (9) courses and distances:

1. S 77° 26' 29" E, a distance of 400.00 feet to a 1/2-inch iron rod with a plastic cap stamped "BCG" set for a re-entrant corner,
2. N 12° 33' 31" E, a distance of 553.60 feet to a 1/2-inch iron rod with a plastic cap stamped "BCG" set for a point of curvature,
3. with the arc of a curve to the right, having a radius of 2394.79 feet, an arc distance of 356.92 feet, and a chord which bears N 16° 50' 54" E, a distance of 356.59 feet to a 1/2-inch iron rod with a plastic cap stamped "BCG" set for an angle point,
4. N 08° 03' 05" E, a distance of 107.69 feet to a 1/2-inch iron rod with a plastic cap stamped "BCG" set for an angle point,
5. N 19° 21' 47" E, a distance of 1436.41 feet to a 1/2-inch iron rod with a plastic cap stamped "BCG" set for a point of curvature,
6. with the arc of a curve to the left, having a radius of 6179.58 feet, an arc distance of 246.28 feet, and a chord which bears N 18° 13' 04" E, a distance of 246.26 feet to a 1/2-inch iron rod with a plastic cap stamped "BCG" set for a point of tangency,
7. N 17° 04' 43" E, a distance of 225.64 feet to a 1/2-inch iron rod with a plastic cap stamped "BCG" set for a northwest corner of the tract described herein,
8. N 88° 07' 40" E, a distance of 1618.53 feet to a 1/2-inch iron rod with a plastic cap stamped "BCG" set for a re-entrant corner, and
9. N 01° 48' 26" W, a distance of 922.01 feet to a 1/2-inch iron rod found at a re-entrant corner in the north line of the said 983.99 acre tract, for the southerly southwest corner of a certain tract of land described in a deed to Texas-Lehigh Cement Company of record in Volume 609, Page 843, Real Property Records of Hays County, Texas, for the northerly northwest corner of the tract described herein, from which a 1/2-inch iron rod with a plastic cap stamped "BCG" set for the northerly northeast corner of the said 983.99 acre tract and for a re-entrant corner in the west line of the said Texas-Lehigh Cement Company tract bears N 01° 48' 26" W, a distance of 869.97 feet, and from said 1/2-inch iron rod with a plastic cap stamped "BCG" set, a 1/2-inch iron rod found in the north line of the said 983.99 acre tract and the south line of the said Texas-Lehigh Cement Company tract bears S 88° 07' 40" W, a distance of 22.55 feet;

THENCE N 88° 09' 34" E, with the north line of the said 983.99 acre tract and the south line of the said Texas-Lehigh Cement Company tract, with the north line of the tract described herein, a distance of 516.32 feet to a 1/2-inch iron rod with a plastic cap stamped "BCG" set for the northerly northeast corner of the tract described herein, from which a calculated point in the curving west right-of-way line of F.M. Highway 1626, being a certain called 28.91 acre tract described in a deed to the City of Kyle, Texas, of record in Volume

1871, Page 236, Official Public Records of Hays County, Texas bears N 88° 09' 34" E, a distance of 500.07 feet, and from said calculated point, a Texas Department of Transportation (TXDOT) Type 2 right-of-way marker found bears N 03° 01' 08" E, a distance of 0.55 feet;

THENCE leaving the south line of the said Texas-Lehigh Cement Company tract, crossing the said 983.99 acre tract, with the east and south lines of the tract described herein, the following eleven (11) courses and distances:

1. with the arc of a curve to the left, having a radius of 3464.79 feet, an arc distance of 1139.26 feet, and a chord which bears S 12° 07' 40" E, a distance of 1134.13 feet to a 1/2-inch iron rod with a plastic cap stamped "BCG" set for a point of tangency,
2. S 21° 32' 51" E, a distance of 1391.43 feet to a 1/2-inch iron rod with a plastic cap stamped "BCG" set for a point of curvature,
3. with the arc of a curve to the right, having a radius of 2264.79 feet, an arc distance of 915.45 feet, and a chord which bears S 09° 58' 04" E, a distance of 909.23 feet to a 1/2-inch iron rod with a plastic cap stamped "BCG" set for the easterly southeast corner of the tract described herein,
4. S 82° 22' 26" W, a distance of 1011.23 feet to a 1/2-inch iron rod with a plastic cap stamped "BCG" set for an angle point,
5. S 73° 20' 14" W, a distance of 713.33 feet to a 1/2-inch iron rod with a plastic cap stamped "BCG" set for a re-entrant corner,
6. S 12° 27' 56" W, a distance of 448.13 feet to a 1/2-inch iron rod with a plastic cap stamped "BCG" set for an angle point,
7. S 12° 33' 58" W, a distance of 413.82 feet to a 1/2-inch iron rod with a plastic cap stamped "BCG" set for an angle point,
8. S 20° 39' 46" W, a distance of 412.04 feet to a 1/2-inch iron rod with a plastic cap stamped "BCG" set for an angle point,
9. S 28° 43' 08" W, a distance of 349.81 feet to a 1/2-inch iron rod with a plastic cap stamped "BCG" set for an angle point,
10. S 33° 32' 22" W, a distance of 340.44 feet to a 1/2-inch iron rod with a plastic cap stamped "BCG" set for an angle point, and
11. S 00° 29' 00" E, a distance of 715.18 feet to a 1/2-inch iron rod with a plastic cap stamped "BCG" set in the north right-of-way line of said Kohler's Crossing (County Road 171) and the north line of the said 1.171 acre tract, for the southeast corner of the tract described herein, from which a 1/2-inch iron rod with a plastic cap stamped "BCG" set at an angle point in the north right-of-way line of said Kohler's Crossing (County Road 171) and the north line of the said 1.171 acre tract bears N 87° 19' 58" E, a distance of 27.10 feet;

THENCE with the north right-of-way line of said Kohler's Crossing (County Road 171), and the north line of the said 1.171 acre tract, with the south line of the tract described herein, the following eight (8) courses and distances:

1. S 87° 19' 58" W, a distance of 283.45 feet to a 1/2-inch iron rod with a plastic cap stamped "LAI" previously set for an angle point,

2. S 87° 12' 01" W, a distance of 37.39 feet to a 1/2-inch iron rod with a plastic cap stamped "LAI" previously set for an angle point,
3. N 02° 56' 00" W, a distance of 9.33 feet to a 1/2-inch iron rod with a plastic cap stamped "LAI" previously set for an angle point,
4. S 87° 04' 00" W, a distance of 150.00 feet to a 1/2-inch iron rod with a plastic cap stamped "LAI" previously set for an angle point;
5. S 02° 56' 00" E, a distance of 9.06 feet to a 1/2-inch iron rod with a plastic cap stamped "LAI" previously set for an angle point,
6. S 86° 58' 28" W, a distance of 450.68 feet to a 1/2-inch iron rod with a plastic cap stamped "BCG" set for an angle point;
7. S 86° 50' 31" W, a distance of 322.43 feet to a 1/2-inch iron rod with a plastic cap stamped "BCG" set for an angle point, and
8. S 87° 01' 11" W, a distance of 392.04 feet to the POINT OF BEGINNING and containing 329.46 acres of land, more or less.

BEARING BASIS: Texas Coordinate System, South Central Zone, NAD83, Grid.

BOWMAN WORD FILE: FN1626R2(en)

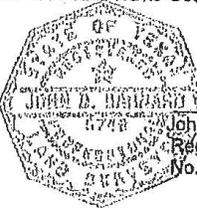
H:\Survey_FieldNotes\FN-1600s\FN1626R2(en).doc

THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS
COUNTY OF TRAVIS §

That I, John D. Barnard, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a series of surveys made on the ground during the months of July through October 2014, under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, on this 20th day of February 2015 A.D.

Bowman Consulting Group, Ltd.
Austin, Texas 78746



John D. Barnard
John D. Barnard
Registered Professional Land Surveyor
No. 5749 - State of Texas

FIELD NOTES DESCRIPTION

DESCRIPTION OF 51.48-ACRES OF LAND IN THE M.M. MCCARVER LEAGUE NUMBER 4, A-10, HAYS COUNTY, TEXAS; BEING A PORTION OF THE REMAINDER OF A CERTAIN 883.99 ACRE TRACT DESIGNATED AS TRACT 2 OF EXHIBIT "A" AND DESCRIBED IN THE DEED WITHOUT WARRANTY TO MOUNTAIN PLUM, LTD. OF RECORD IN VOLUME 2287, PAGE 139, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS; SAID 51.48 ACRES OF LAND AS SURVEYED BY BOWMAN CONSULTING GROUP, LTD. BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a calculated point in the east right-of-way line of R.M. 2770 (Old Austin-San Marcos Road), a variable width right-of-way, for the northwest corner of the said 883.99 acre tract and for the west corner of a certain tract of land described in a deed to Texas-Lehigh Cement Company of record in Volume 809, Page 843, Real Property Records of Hays County, Texas, from which a 1/2-inch iron rod found bears N 88°07'40" E, a distance of 0.90 feet;

THENCE N 88°07'40" E, leaving the east right-of-way line of said R.M. 2770 (Old Austin-San Marcos Road), with the north line of the said 883.99 acre tract and a south line of the said Texas-Lehigh Cement Company tract, a distance of 651.74 feet to a 1/2-inch iron rod with a plastic cap stamped "BCG" set for the northwest corner and POINT OF BEGINNING of the tract described herein;

THENCE N 88°07'40" E, continuing with north line of the said 883.99 acre tract and the south line of the said Texas-Lehigh Cement Company tract, with the north line of the tract described herein, at a distance of 622.93 feet, passing a 1/2-inch iron rod found, and continuing for a total distance of 845.48 feet to a 1/2-inch iron rod with a plastic cap stamped "BCG" set for the northerly northeast corner of the said 883.99 acre tract and for a re-entrant corner in the west line of the said Texas-Lehigh Cement Company tract, for the northeast corner of the tract described herein;

THENCE S 01°48'28" E, with the east line of the said 883.99 acre tract and the west line of the said Texas-Lehigh Cement Company tract, with the east line of the tract described herein, a distance of 869.97 feet to a 1/2-inch iron rod found at a re-entrant corner in the east line of the said 883.99 acre tract being the southwest corner of the said Texas-Lehigh Cement Company tract for a point-on-line in the east line of the tract described herein, from which a calculated point in the curving west right-of-way line of F.M. 1628, being a certain called 28.91 acre tract described in a deed to the City of Kyle, Texas, of record in Volume 1871, Page 236, Official Public Records of Hays County, Texas bears N 88°09'34" E, a distance of 1016.39 feet, and from said calculated point, a Texas Department of Transportation (TXDOT) Type 2 right-of-way marker found bears N 03°01'08" E, a distance of 0.55 feet;

THENCE crossing the said 883.99 acre tract, with the east, south, and west lines of the tract described herein, the following five (5) courses and distances:

1. S 01°48'28" E, a distance of 622.01 feet to a 1/2-inch iron rod with a plastic cap stamped "BCG" set for the southeast corner of the tract described herein,
2. S 88°07'40" W, a distance of 1618.53 feet to a 1/2-inch iron rod with a plastic cap stamped "BCG" set for the southwest corner of the tract described herein,
3. N 17°04'43" E a distance of 1110.23 feet to a 1/2-inch iron rod with a plastic cap stamped "BCG" set for a point of curvature,
4. with the arc of a curve to the right, having a radius of 696.92 feet, an arc distance of 299.41 feet, and a chord which bears N 29°24'58" E, a distance of 287.11 feet to a 1/2-inch iron rod with a plastic cap stamped "BCG" set for a point of tangency, and
5. N 41°39'39" E, a distance of 685.35 feet to the POINT OF BEGINNING and containing 51.48 acres of land, more or less.

6148-Ao,
M.M. McCarver Sur. No. 4, A-10,
Hays County, Texas

Job No. 6549-01-001
FN1627(en)
Page 2 of 2

BEARING BASIS: Texas Coordinate System, South Central Zone, NAD83, Grid.

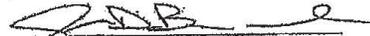
BOWMAN WORD FILE: FN1627(en)
H:\Survey\FieldNotes\FN-1600s\FN1627(en).doc

THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS
COUNTY OF TRAVIS §

That I, John D. Barnard, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a series of surveys made on the ground during the month of July 2014, under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, on this 31st day of July 2014 A.D.

Bowman Consulting Group, Ltd.
Austin, Texas 78746

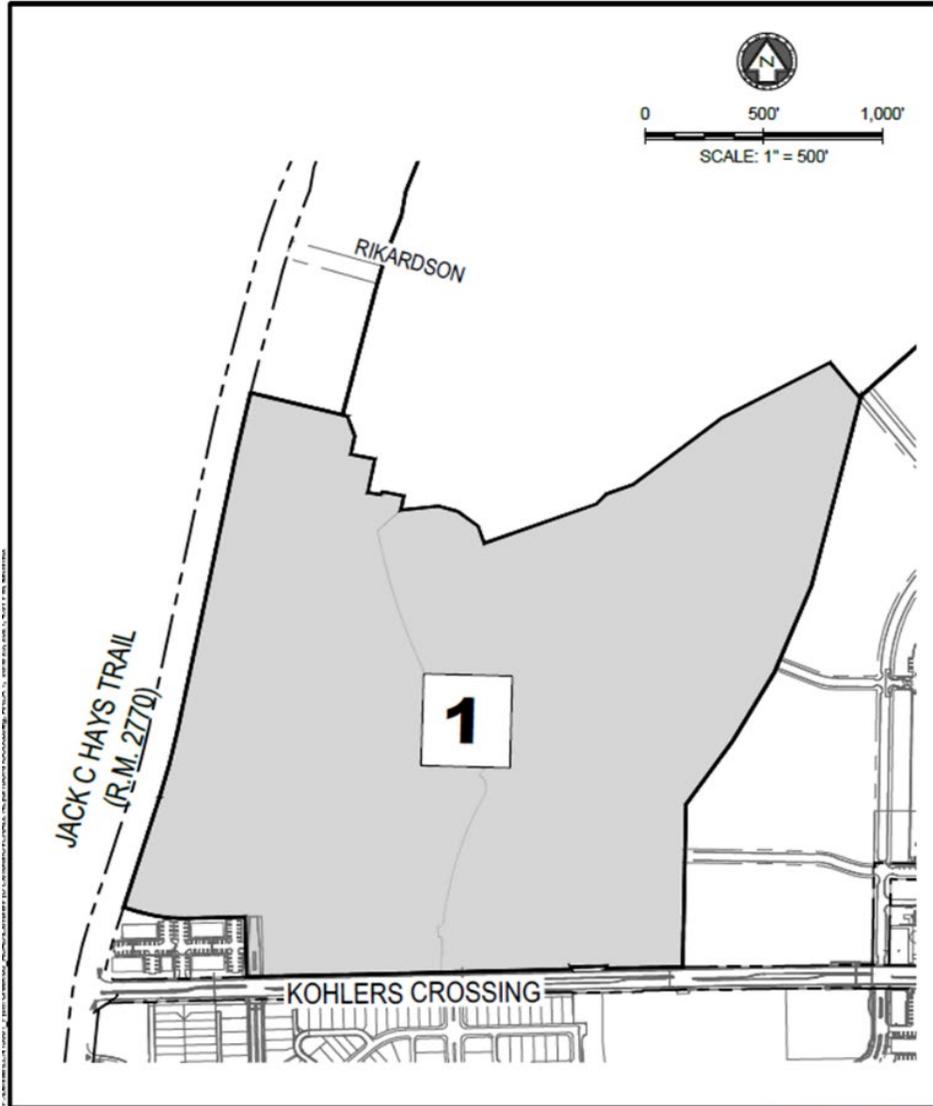


John D. Barnard
Registered Professional Land Surveyor
No. 5749 - State of Texas



Exhibit "B-1"

IMPROVEMENT AREA #1



PLUM CREEK PHASE 2
NEIGHBORHOOD IMPROVEMENT AREA 1
KYLE, HAYS COUNTY, TEXAS
JUNE, 2021



Exhibit "B-2"

IMPROVEMENT AREA #2

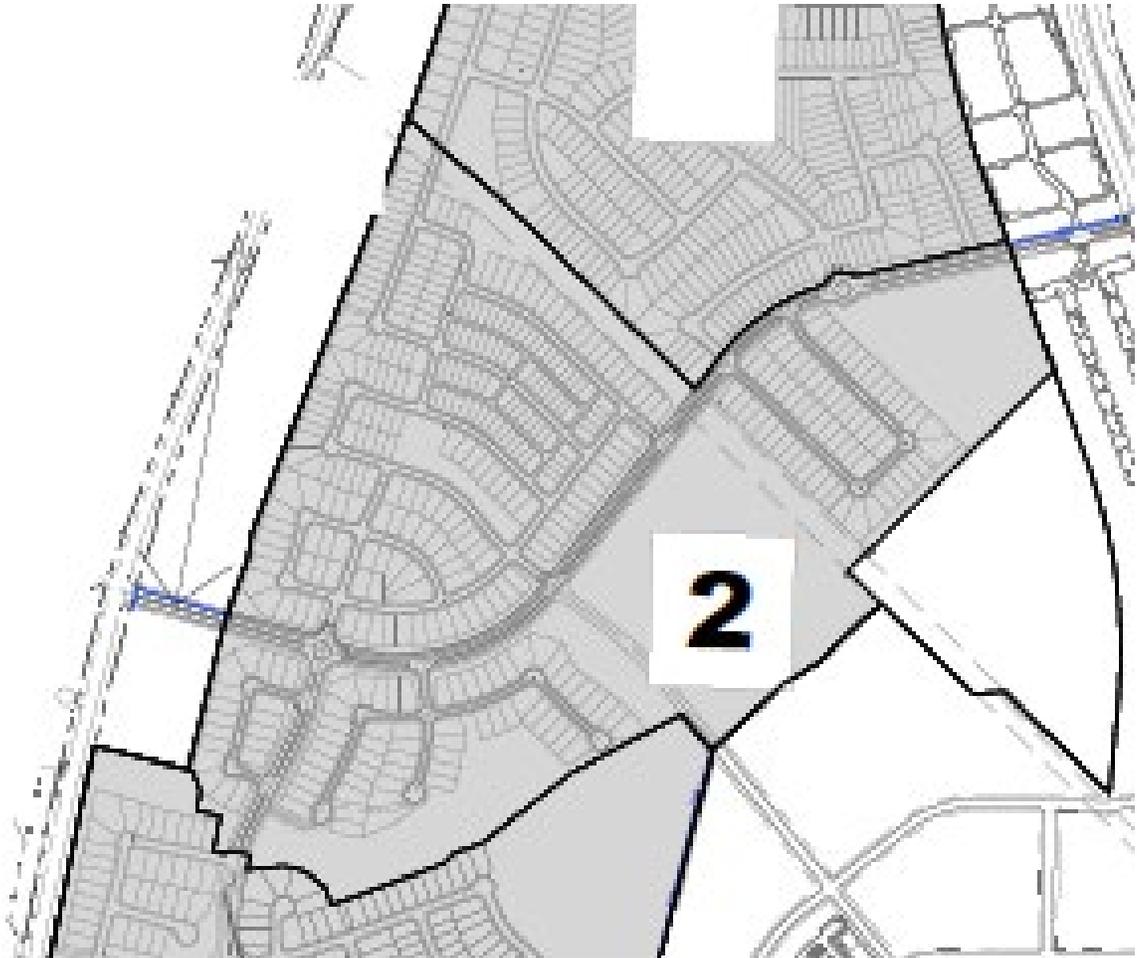


Exhibit “B-3”

IMPROVEMENT AREA #3

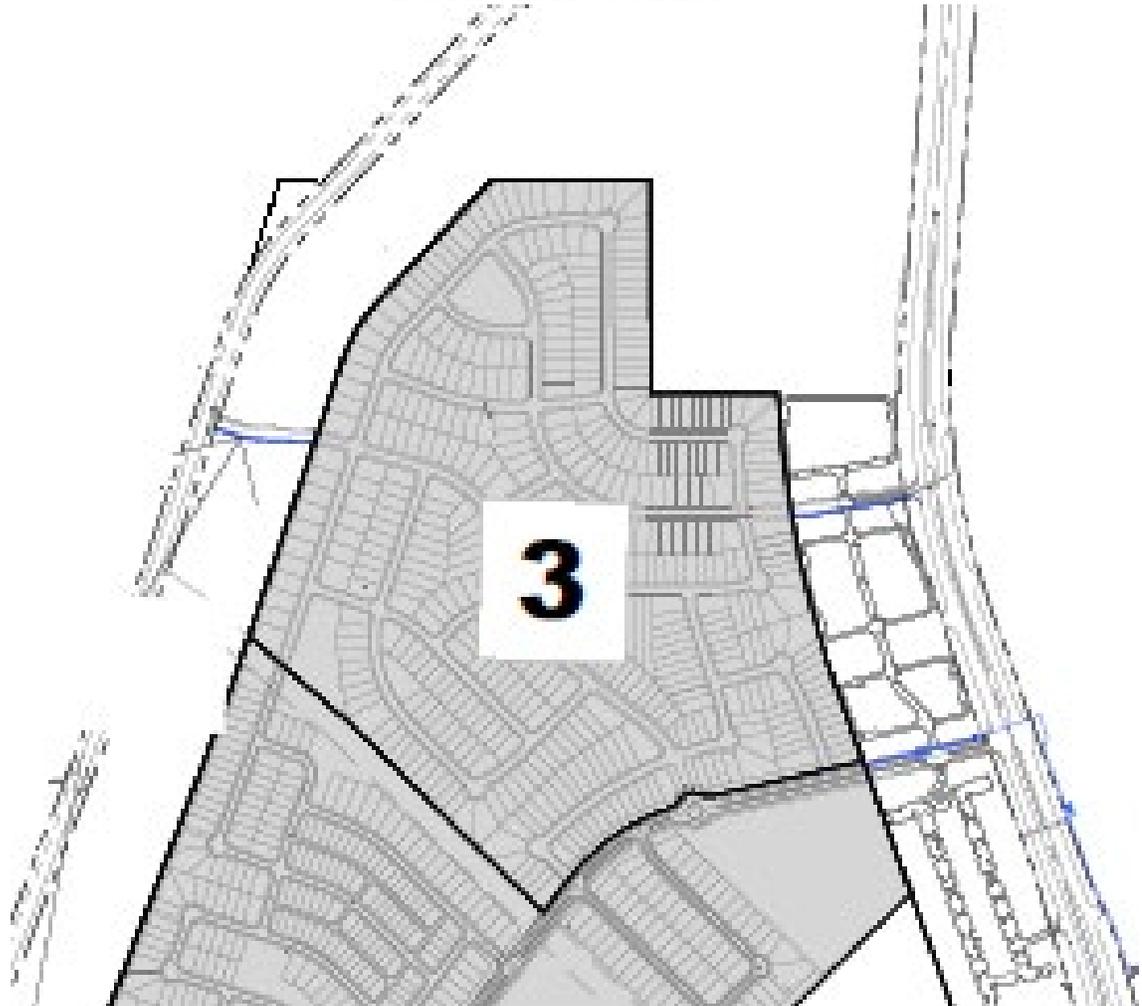


Exhibit “C”

FORM OF CERTIFICATION FOR PAYMENT
[IMPROVEMENT AREA # _____][MAJOR IMPROVEMENT AREA]
(Design – Plum Creek North)

_____ (“Construction Manager”) hereby requests payment for the percentage of design costs completed (the “Design Costs”) described in Attachment A attached hereto. Capitalized undefined terms shall have the meanings ascribed thereto in the Plum Creek North Public Improvement District Financing and Reimbursement Agreement between Lennar Homes of Texas Land and Construction, Ltd., a Texas limited partnership, and the City of Kyle (the “City”), dated as of _____ (the “Finance Agreement”). In connection with this Certification for Payment, the undersigned, in his or her capacity as the _____ of Construction Manager, to his or her knowledge, hereby represents and warrants to the City as follows:

1. He (she) is a duly authorized representative of Construction Manager, qualified to execute this request for payment on behalf of the Construction Manager and knowledgeable as to the matters forth herein.
2. The design work described in Attachment A has been completed in the percentages stated therein.
3. The true and correct Design Costs for which payment is requested is set forth in Attachment A and payment for such requested amounts and purposes has not been subject to any previously submitted request for payment.
4. Attached hereto as Attachment B is a true and correct copy of a bills-paid affidavit evidencing that any contractor or subcontractor having performed design work described in Attachment A has been paid in full for all work completed through the previous Certification for Payment.
5. Attached hereto as Attachment C are invoices, receipts, worksheets, and other evidence of costs which are in sufficient detail to allow the City to verify the Design Costs for which payment is requested.

[Signature Page Follows]

SIGNATURE PAGE TO
FORM OF CERTIFICATION FOR PAYMENT

Date : _____

[Construction Manager Signature Block to be
added]

APPROVAL BY THE CITY

The Design described in Attachment A has been reviewed, verified, and approved by the City Construction Representative. Payment of the Design Costs is hereby approved.

Date: _____

CITY OF KYLE, TEXAS

By: _____

ATTACHMENT A TO CERTIFICATION OF PAYMENT (DESIGN)

ATTACHMENT B TO CERTIFICATION OF PAYMENT (DESIGN)

[attached – bills paid affidavit]

ATTACHMENT C TO CERTIFICATION OF PAYMENT (DESIGN)

[attached – receipts]

FORM OF CERTIFICATION FOR PAYMENT
[IMPROVEMENT AREA # ____][MAJOR IMPROVEMENT AREA]
(Construction – Plum Creek North)

_____ (“Construction Manager”) hereby requests payment of the Actual Cost of the work described in Attachment A attached hereto (the “Draw Actual Costs”). Capitalized undefined terms shall have the meanings ascribed thereto in the Plum Creek North Public Improvement District Financing and Reimbursement Agreement between Lennar Homes of Texas Land and Construction, Ltd., a Texas limited partnership, and the City of Kyle (the “City”) dated as of _____. In connection with this Certification for Payment, the undersigned, in his or her capacity as the _____ of Construction Manager, to his or her knowledge, hereby represents and warrants to the City as follows:

1. He (she) is a duly authorized representative of Construction Manager, qualified to execute this request for payment on behalf of the Construction Manager and knowledgeable as to the matters forth herein.
2. The true and correct Draw Actual Costs for which payment is requested is set forth in Attachment A and payment for such requested amounts and purposes has not been subject to any previously submitted request for payment.
3. Attached hereto as Attachment B is a true and correct copy of a bills paid affidavit evidencing that any contractor or subcontractor having performed work on a Segment described in Attachment A has been paid in full for all work completed through the previous Certification for Payment.
4. Attached hereto as Attachment C are invoices, receipts, worksheets and other evidence of costs which are in sufficient detail to allow the City to verify the Draw Actual Costs of each Segment for which payment is requested.

[Signature Page Follows]

SIGNATURE PAGE TO
FORM OF CERTIFICATION FOR PAYMENT

Date : _____

[Construction Manager Signature Block to
Be inserted]

JOINDER OF PROJECT ENGINEER

The undersigned Project Engineer joins this Certification for Payment solely for the purposes of certifying that the representations made by Construction Manager in Paragraph 2 above are true and correct in all material respects.

Project Engineer

APPROVAL BY THE CITY

The Draw Actual Costs of each Segment described in Attachment A has been reviewed, verified and approved by the City Construction Representative of the City. Payment of the Draw Actual Costs of each such Segment is hereby approved.

Date: _____

CITY OF KYLE, TEXAS

By: _____

ATTACHMENT A TO CERTIFICATION OF PAYMENT (CONSTRUCTION)

ATTACHMENT B TO CERTIFICATION OF PAYMENT (CONSTRUCTION)

[bills paid affidavit – attached]

ATTACHMENT C TO CERTIFICATION OF PAYMENT (CONSTRUCTION)

[receipts – attached]

Exhibit "D"

FORM OF CLOSING DISBURSEMENT REQUEST

The undersigned is a lawfully authorized representative for Lennar Homes of Texas Land and Construction, Ltd., a Texas limited partnership, (the "Owner") and requests payment from the [] Costs of Issuance Account of the Project Fund (as defined in the Plum Creek North Public Improvement District Financing Agreement between Owner and the City of Kyle, Texas (the "City")) from _____ (the "Trustee") in the amount of _____ (\$ _____) to be transferred from the [_____ Costs of Issuance Account of the Project Fund] upon the delivery of the [_____ Bonds] for costs incurred in the establishment, administration, and operation of the Plum Creek North Public Improvement District (the "District"), as follows.

In connection to the above referenced payment, the Owner represents and warrants to the City as follows:

1. The undersigned is a duly authorized officer of the Owner, is qualified to execute this Closing Disbursement Request on behalf of the Owner, and is knowledgeable as to the matters set forth herein.

2. The payment requested for the below referenced establishment, administration, and operation of the District at the time of the delivery of the Bonds has not been the subject of any prior payment request submitted to the City.

3. The amount listed for the below itemized costs is a true and accurate representation of the Actual Costs incurred by Owner with the establishment of the District at the time of the delivery of the Bonds, and such costs are in compliance with the Service and Assessment Plan. The itemized costs are as follows:

[insert itemized list of costs here]

TOTAL REQUESTED: \$ _____

4. The Owner is in compliance with the terms and provisions of the Plum Creek North Public Improvement District Financing and Reimbursement Agreement, the Indenture, and the Service and Assessment Plan.

5. All conditions set forth in the Indenture and [the Acquisition and Reimbursement Agreement for _____] for the payment hereby requested have been satisfied.

6. The Owner agrees to cooperate with the City in conducting its review of the requested payment, and agrees to provide additional information and documentation as is reasonably necessary for the City to complete its review.

Payments requested hereunder shall be made as directed below:

[Information regarding Payee, amount, and deposit instructions]

I hereby declare that the above representations and warranties are true and correct.

**Lennar Homes of Texas Land and Construction,
Ltd.**

a Texas limited partnership

By: _____
Name: _____
Title: _____

APPROVAL OF REQUEST BY CITY

The City is in receipt of the attached Closing Disbursement Request. After reviewing the Closing Disbursement Request, the City approves the Closing Disbursement Request and shall include said payments in the City Certificate submitted to the Trustee directing payments to be made from the [____] Costs of Issuance Account upon delivery of the Bonds.

CITY OF KYLE, TEXAS

By: _____
Name: _____
Title: _____

Exhibit "E"

BUYER DISCLOSURE PROGRAM

1. A person who proposes to sell or otherwise convey real property that is located in a public improvement district shall first give to the purchaser of the property the written notice titled "Notice of Obligation to Pay Public Improvement District Assessment to the City of Kyle, Texas", the form of which is attached hereto as Exhibit "E-1", as may be modified by Section 5.014 of the Texas Property Code. In the event state law conflicts with the form of notice provided herein, state law shall control.
2. A Builder¹ for an Assessed Property shall provide evidence of compliance with 1 above, signed by the purchaser or recipient as required by state law, to the City upon receipt of written request by the City which sets forth the City's mailing address and other contact information.
3. A Builder for an Assessed Property shall prominently display signage provided by the Owner or the PID Administrator in the Builder's model homes, if any, located within the Property.
4. If prepared and provided by the City and approved by Owner (such approval not to be unreasonably withheld), a Builder of residential homes for an Assessed Property shall distribute informational brochures about the existence and effect of the District in prospective homebuyer sales packets.
5. A Builder shall include Assessments in estimated property taxes, if such Builder estimates monthly ownership costs for prospective purchaser or recipient of an Assessed Property.
6. The Owner must post signage along the main entry/exits located at the boundaries of the District that identifies the area as a public improvement district. All signage shall be clearly visible to all motorists entering and exiting the District.

¹ Builder" means a commercial builder who is in the business of constructing and/or selling property to any end-user.

Exhibit "E-1"

PLUM CREEK NORTH PID – LOT TYPE []:DISCLOSURE
NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

- 1) under a court order or foreclosure sale;
- 2) by a trustee in bankruptcy;
- 3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
- 4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
- 5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
- 6) from one co-owner to another co-owner of an undivided interest in the real property;
- 7) to a spouse or a person in the lineal line of consanguinity of the seller;
- 8) to or from a governmental entity; or
- 9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING¹ RETURN TO:

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO
CITY OF KYLE, TEXAS
CONCERNING THE FOLLOWING PROPERTY

STREET ADDRESS

LOT TYPE __ **PRINCIPAL ASSESSMENT: \$** _____

As the purchaser of the real property described above, you are obligated to pay assessments to the City of Kyle, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within ***Plum Creek North Public Improvement District*** (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from the City of Kyle. The exact amount of each annual installment will be approved each year by the City of Kyle City Council in the annual service plan update for the district. More information about the assessments, including the amounts and due dates, may be obtained from the City of Kyle.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

¹ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Hays County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER]²

² To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

STATE OF TEXAS

§
§
§

COUNTY OF _____

The foregoing instrument was acknowledged before me by _____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]³

³ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Hays County.

[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER

STATE OF TEXAS

§
§
§

COUNTY OF _____

The foregoing instrument was acknowledged before me by _____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]⁴

⁴ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Hays County.



CITY OF KYLE, TEXAS

Plum Creek North PID: Assessment Ordinance

Meeting Date: 11/16/2021
Date time: 7:00 PM

Subject/Recommendation: *(First Reading)* Consider and Possible Action on an Ordinance of the City of Kyle Making a Finding of Special Benefit to the Property in the Plum Creek North Public Improvement District; Providing for the Method of Assessment of Special Assessments Against Property in the District; Approving Assessment Rolls for the District; Levying Assessments Against Property Within the District; Providing for Payment of the Assessments; Providing for Penalties and Interest on Delinquent Assessments; Establishing a Lien on Property within the District; Approving a Service And Assessment Plan; Approving Landowner Agreements; Providing for Related Matters In Accordance with Chapter 372, Texas Local Government Code; Providing an Effective Date; and Providing for Severability. ~ Casey Sclar, P3Works, LLC, City's PID Administrator

- Public Hearing

Other Information:

Legal Notes:

Budget Information:

ATTACHMENTS:

Description

- ☐ Ordinance levying assessments - Plum Creek North PID (01330811x7A30F)
- ☐ Exhibit A to Assessment Ordinance - Service and Assessment Plan (01369427x7A30F)
- ☐ Exhibit B to Assessment Ordinance - Plum Creek North PID MIA Landowner Agreement (01369671x7A30F)
- ☐ Exhibit C to Assessment Ordinance - Plum Creek North PID IA#1 Landowner Agreement (01369659x7A30F)

ORDINANCE NO. ____

AN ORDINANCE OF THE CITY OF KYLE MAKING A FINDING OF SPECIAL BENEFIT TO THE PROPERTY IN THE PLUM CREEK NORTH PUBLIC IMPROVEMENT DISTRICT; PROVIDING FOR THE METHOD OF ASSESSMENT OF SPECIAL ASSESSMENTS AGAINST PROPERTY IN THE DISTRICT; APPROVING ASSESSMENT ROLLS FOR THE DISTRICT; LEVYING ASSESSMENTS AGAINST PROPERTY WITHIN THE DISTRICT; PROVIDING FOR PAYMENT OF THE ASSESSMENTS; PROVIDING FOR PENALTIES AND INTEREST ON DELINQUENT ASSESSMENTS; ESTABLISHING A LIEN ON PROPERTY WITHIN THE DISTRICT; APPROVING A SERVICE AND ASSESSMENT PLAN; APPROVING LANDOWNER AGREEMENTS; PROVIDING FOR RELATED MATTERS IN ACCORDANCE WITH CHAPTER 372, TEXAS LOCAL GOVERNMENT CODE; PROVIDING AN EFFECTIVE DATE; AND PROVIDING FOR SEVERABILITY

WHEREAS, Lennar Homes of Texas Land and Construction, Ltd. (the “Landowner”), in accordance with Chapter 372 of the Texas Local Government Code (the “PID Act”), filed a petition (the “Petition”) with the City Secretary on August 1, 2017 requesting that the City authorize the Plum Creek North Public Improvement District to be created within the City limits; and

WHEREAS, the Petition contained the signatures of the owners of taxable property representing more than fifty percent of the appraised value of taxable real property liable for assessment within the District, as determined by the then-current ad valorem tax rolls of the Hays Central Appraisal District and the signatures of property owners who own taxable real property that constitutes more than fifty percent of the area of all taxable property that is liable for assessment by the Plum Creek North Public Improvement District; and

WHEREAS, after providing the notices required by the PID Act and by Chapter 551 of the Texas Government Code, (the “Open Meetings Act”), the City Council conducted a public hearing on April 16, 2019, to hear evidence and make findings as to the advisability of the improvements to be constructed for the benefit of the Plum Creek North Public Improvement District (the “Authorized Improvements”); the nature of the Authorized Improvements; the estimated cost of the Authorized Improvements, including the administrative costs of establishing and operating the Plum Creek North Public Improvement District (the “Actual Costs”); the boundaries of the Plum Creek North Public Improvement District; the apportionment of the Actual Costs to be assessed against property in the Plum Creek North Public Improvement District, and between the Plum Creek North Public Improvement District and the municipality; and the method of assessment; and

WHEREAS, on April 16, 2019, after the closing of the public hearing, the City Council adopted Resolution No. 1139 which authorizes the Plum Creek North Public Improvement District (the “District”), and which includes the City Council’s findings as to the advisability of the Authorized Improvements; and

WHEREAS, on May 8, 2019, the City published notice of its authorization of the Plum Creek North Public Improvement District in the *Hays Free Press*, a newspaper of general circulation in the City and no written protests of the District were filed by any owners of record of property within the District within 20 days after May 8, 2019; and

WHEREAS, the City Council, on November 1, 2021, adopted Resolution No. 1256 directing the filing of the Assessment Rolls (the “Assessment Rolls”), copies of which are included as exhibits to the attached *Exhibit A* and are incorporated herein, making the Assessment Rolls available for public inspection, and approving the notices published on November 3, 2021 in the *Hays Free Press* of a public hearing to be conducted on November 16, 2021, to consider the proposed assessments to be levied against property located in the Plum Creek North Public Improvement District (the “Assessments”), and also mailed notice of the same hearing to the Landowner; and

WHEREAS, on November 16, 2021, the City Council approved the Plum Creek North Public Improvement District Financing and Reimbursement Agreement with the Landowner (the “Financing Agreement”), and the City Council, in approving the Financing Agreement, did not approve, authorize, or levy any assessments against any of the property within the District; and

WHEREAS, the City Council conducted said hearing at the City Council meeting on November 16, 2021, at which all persons who appeared, or requested to appear, in person or by their attorney, were given the opportunity to contend for or to contest the Assessment Rolls, and each proposed assessment, and to offer testimony pertinent to any issue presented on the amount of the Assessment, the apportionment of the costs of the Authorized Improvements, the purpose of the Assessment, the special benefits accruing to the property within the District due to the Authorized Improvements, and the penalties and interest of annual installments and on delinquent annual installments of the Assessment; and

WHEREAS, there were no written objections or evidence submitted to the City Secretary either before or at the hearing in opposition to the Service and Assessment Plan, the apportionment of the costs of the Authorized Improvements, the Assessment Rolls, or the levy of the Assessments; and

WHEREAS, the apportionment of the Actual Costs to be assessed against the property in the District, as reflected in the Assessment Rolls and in the service and assessment plan, a copy of which is attached hereto as *Exhibit A* and is incorporated herein (the attached service and assessment plan, and as updated, amended and supplemented from time to time, the “Service and Assessment Plan”), is fair and reasonable and is made on the basis of special benefits accruing to each parcel because of the Authorized Improvements, and results in the imposing of equal shares of the Actual Costs on property that is similarly benefitted, and the apportionment of the Actual Costs between the City and the area to be assessed is based on reasonable classifications and formulas; and

WHEREAS, the Service and Assessment Plan, which is amended and restated every year, covers a period of at least five years, defines the District’s annual indebtedness and

projected Actual Costs, and states provisions relating to due and delinquency dates for the Assessments, interest on Annual Installments, and procedures in connection with the imposition and collection of the Assessments; and

WHEREAS, the City Council finds and determines that the Assessment Rolls, and the Service and Assessment Plan in a form substantially similar to the attached *Exhibit A*, should be approved, that the Landowner Agreements in the forms substantially similar to the attached *Exhibit B* and *Exhibit C* should be approved, and that the Assessments should be levied as provided in this Ordinance and the Service and Assessment Plan.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF KYLE THAT:

Section 1. Findings. The findings and recitations set out in this Ordinance are found to be true and correct and they are hereby adopted by the City Council and made a part hereof for all purposes.

Section 2. Public Hearing. The action of the City Council holding and closing the public hearing in these proceedings is hereby ratified and confirmed.

Section 3. Terms. Terms not otherwise defined herein are defined in the Service and Assessment Plan substantially in the form attached hereto as *Exhibit A* (Service and Assessment Plan).

Section 4. Service and Assessment Plan. The Service and Assessment Plan is hereby approved as the service and assessment plan for the District in substantially the form attached to this Ordinance and the Mayor, the Mayor Pro Tem, the Director of Finance, the City Manager, and the Assistant City Manager, are hereby authorized to make such non-substantive changes to the Service and Assessment Plan as may be required to give full effect to this Ordinance and to the Service and Assessment Plan attached hereto.

Section 5. Assessment Rolls. The Assessment Rolls, attached as Exhibits F and H to the Service and Assessment Plan, are hereby approved as the Assessment Rolls of the District.

Section 6. Levy and Payment of Assessments for Actual Costs of Improvement Project. (a) The City Council hereby levies an assessment on each tract of property located within the District, except for the Non-Benefitted Property, as shown and described on the Service and Assessment Plan and the Assessment Rolls, in the respective amounts shown on the Assessment Roll. There is further levied and assessed against each tract of property located within the District, except for the Non-Benefitted Property, additional annual assessments for the Annual Collection Costs and the Additional Interest, as described in the Service and Assessment Plan, which shall be part of the Assessment and the Annual Installment. The amount of the Annual Installment shall be reviewed and determined annually by the City Council following the City Council's annual review of the Service and Assessment Plan for the District. Pursuant to Section 372.015(d), the amount of assessment for each property owner may be adjusted following the annual review of the Service and Assessment Plan.

(b) The levy of the Assessments related to the District shall be effective on the date of execution of this Ordinance levying assessments and strictly in accordance with the terms of the Service and Assessment Plan.

(c) The collection of the Assessments shall be as described in the Service and Assessment Plan.

(d) Each Assessment may be paid in Annual Installments pursuant to the terms of the Service and Assessment Plan.

(e) Each Assessment may be paid in advance in any amount as provided in subsection 372.018(f) of the PID Act and Section VI.E of the Service and Assessment Plan.

(f) Each Assessment shall bear interest at the rate or rates specified in the Service and Assessment Plan.

(g) Each Annual Installment shall be collected each year in the manner set forth in the Service and Assessment Plan.

(h) The Annual Installments for Assessed Properties shall be calculated pursuant to the terms of the Service and Assessment Plan.

Section 7. Method of Assessment. The method of apportioning the Actual Costs is set forth in the Service and Assessment Plan.

Section 8. Penalties and Interest on Delinquent Assessments. Delinquent Assessments shall be subject to the penalties, interest, procedures, and foreclosure sales set forth in the Service and Assessment Plan. The Assessments shall have lien priority as specified in the PID Act and the Service and Assessment Plan.

Section 9. Lien Property. (a) As provided in those certain Major Improvement Area Landowner Agreement and Notice of Major Improvement Area Assessments and Improvement Area #1 Landowner Agreement and Notice of Improvement Area #1 Assessments (collectively, the "Landowner Agreements") between the City and the Landowner, dated November 16, 2021, the City Council and the Landowner intend for the obligations, covenants and burdens on the owners of the Assessed Property, including without limitation such owners' obligations related to payment of the Assessments and the Annual Installments, to constitute a covenant running with the land. The Assessments and the Annual Installments levied hereby shall be binding upon the owners, and their respective transferees, legal representatives, heirs, devisees, successors and assigns in the same manner and for the same period as such parties would be personally liable for the payment of ad valorem taxes under applicable law. Assessments shall have lien priority as specified in the PID Act and the Service and Assessment Plan.

(b) The Assessments and Annual Installments levied and assessed against the property within the District as provided in this Ordinance and the Service and Assessment Plan, together with reasonable attorney's fees and costs of collection, if incurred, are hereby declared to be and are made a lien upon each tract of property within the District against which the same are levied and assessed, and a personal liability and charge against the real and true owners of each such tract, including the successors and assigns, whether such owners be named herein or not, and said liens shall be and constitute the first enforceable lien and claim against the lot on which such assessments are levied, and shall be a first and paramount lien thereon, superior to all other liens and claims except state, county, school district and City ad valorem taxes.

Section 10. Approval of Landowner Agreements. The Landowner Agreements are hereby authorized and approved in the substantially final forms attached hereto as *Exhibit B* and *Exhibit C* and incorporated herein as a part hereof for all purposes, and the Mayor or Mayor Pro Tem of the City is hereby authorized and directed to execute and deliver such Landowner Agreements with such changes as may be required to carry out the purposes of this Ordinance. The Mayor's or Mayor Pro Tem's signature on the Landowner Agreements may be attested by the City Secretary.

Section 11. Appointment of Administrator and Collector of Assessments. (a) P3Works, LLC is hereby appointed and designated as the Administrator of the Service and Assessment Plan and of Assessments levied by this Ordinance. The Administrator shall perform the duties of the Administrator described in the Service and Assessment Plan and in this Ordinance. The Administrator's fees, charges and expenses for providing such service shall constitute an Administrative Expense.

(b) The Finance Director of the City or his designee is hereby appointed as the temporary collector of the Assessments. The Finance Director or his designee shall serve in such capacity until such time as the City shall arrange for the collection duties to be performed by the Hays County Tax Office or any other qualified collection agent selected by the City.

Section 12. Applicability of Tax Code. To the extent not inconsistent with this Ordinance, and not inconsistent with the PID Act or the other laws governing public improvement districts, the provisions of the Texas Tax Code governing enforcement of ad valorem tax liens shall be applicable to the imposition and collection of Assessments by the City, and the Texas Tax Code shall otherwise be applicable to the extent provided by the PID Act.

Section 13. Severability. If any provision of this Ordinance or the application of any provision to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of the Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

Section 14. Filing in Land Records. The City Secretary is directed to cause a copy of this Ordinance, including the Service and Assessment Plan and the Assessment Rolls, to be recorded in the real property records of Hays County by no later than the seventh day after the City Council passes and approves this Ordinance. The City Secretary is further directed to

similarly file each Annual Service Plan Update approved by the City Council by no later than the seventh day after the City Council adopts each Annual Service Plan Update.

Section 15. Effective Date. This Ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of the PID Act, and it is accordingly so ordained.

Section 16. Open Meetings. It is hereby officially found and determined that the meeting at which this Ordinance is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act.

[The remainder of this page intentionally left blank.]

PASSED AND APPROVED on this 16th day of November, 2021.

ATTEST:

THE CITY OF KYLE, TEXAS

Jennifer Holm, City Secretary

Travis Mitchell, Mayor

EXHIBIT A

**SERVICE AND ASSESSMENT PLAN FOR THE
PLUM CREEK NORTH PUBLIC IMPROVEMENT DISTRICT**

EXHIBIT B

MAJOR IMPROVEMENT AREA LANDOWNER AGREEMENT

EXHIBIT C

IMPROVEMENT AREA #1 LANDOWNER AGREEMENT

Plum Creek North Public Improvement District

SERVICE AND ASSESSMENT PLAN
NOVEMBER 16, 2021



TABLE OF CONTENTS

Table of Contents	1
Introduction	3
Section I: Definitions	4
Section II: The District	11
Section III: Authorized Improvements.....	11
Section IV: Service Plan	14
Section V: Assessment Plan.....	14
Section VI: Terms of the Assessments.....	18
Section VII: Assessment Roll	23
Section VIII: Additional Provisions.....	23
List of Exhibits	26
Exhibit A-1 – District Legal Description	27
Exhibit A-2 – Improvement Area #1 Legal Description.....	38
Exhibit A-3 – Major Improvement Area Legal Description	42
Exhibit B-1 – District Boundary Map	49
Exhibit B-2 – Improvement Area #1 Boundary Map.....	50
Exhibit B-3 – Major Improvement Area Boundary Map.....	51
Exhibit C – Authorized Improvements.....	52
Exhibit D – Service Plan	53
Exhibit E – Sources and Uses	54
Exhibit F – Improvement Area #1 Assessment Roll	55
Exhibit G – Improvement Area #1 Annual Installments.....	61
Exhibit H – Major Improvement Area Assessment Roll.....	62
Exhibit I – Major Improvement Area Annual Installments	63
Exhibit J – Maximum Assessment Per Lot Type.....	64
Exhibit K – Estimated Buildout Value for Improvement Area #1 and Major Improvement Area	65
Exhibit L – Lot Type Classification Map	66
Exhibit M – Maps of Major Improvements	67
Exhibit N – Maps of Improvement Area #1 Improvements	70
Exhibit O – Phase 2 Section 1 Plat	75
Exhibit P – Notice of PID Assessment Termination	79

Exhibit Q-1 – Lot Type 1 Disclosure 82
Exhibit Q-2 – Lot Type 2 Disclosure 88
Exhibit Q-3 – Lot Type 3 Disclosure 94
Exhibit Q-4 – Lot Type 4 Disclosure 100
Appendix A – Engineer’s Report..... 106

INTRODUCTION

Capitalized terms used in this Service and Assessment Plan shall have the meanings given to them in Section I unless otherwise defined in this Service and Assessment Plan or unless the context in which a term is used clearly requires a different meaning. Unless otherwise defined, a reference to a “Section” or an “Exhibit” shall be a reference to a Section of this Service and Assessment Plan, or an Exhibit attached to and made a part of this Service and Assessment Plan for all purposes.

On April 16, 2019, the City passed and approved Resolution No. 1139 authorizing the creation of the District. The purpose of the District is to finance the Actual Costs of Authorized Improvements that confer a special benefit on approximately 389.19 acres located within the City, as described by metes and bounds on **Exhibit A-1** and depicted on **Exhibit B-1**.

The PID Act requires a Service Plan covering a period of at least five years and defining the annual indebtedness and projected cost of the Authorized Improvements. The Service Plan is contained in **Section IV**.

The PID Act requires that the Service Plan include an Assessment Plan that assesses the Actual Costs of the Authorized Improvements against the District based on the special benefits conferred on the District by the Authorized Improvements. The Assessment Plan is contained in **Section V**.

The PID Act requires an Assessment Roll that states the Assessment against each Parcel determined by the method chosen by the City. The Assessment against each Assessed Property must be sufficient to pay its share of the Actual Costs apportioned to the Assessed Property and cannot exceed the special benefit conferred on the Assessed Property by the Authorized Improvements. The Improvement Area #1 Assessment Roll is included as **Exhibit F**. The Major Improvement Area Assessment Roll is included as **Exhibit H**.

SECTION I: DEFINITIONS

“Actual Costs” mean, with respect to Authorized Improvements, the actual costs paid or incurred by or on behalf of the Owner: (1) to plan, design, acquire, construct, install, and dedicate such improvements to the City; (2) to prepare plans, specifications (including bid packages), contracts, and as-built drawings; (3) to obtain zoning, licenses, plan approvals, permits, inspections, and other governmental approvals; (4) for third-party professional consulting services including but not limited to, engineering, surveying, geotechnical, land planning, architectural, landscaping, legal, accounting, and appraisals; (5) of labor, materials, equipment, fixtures, payment and performance bonds and other construction security, and insurance premiums; and (6) to implement, administer, and manage the above-described activities. Actual Costs shall not include general contractor’s fees in an amount that exceeds a percentage equal to the percentage of work completed or construction management fees in an amount that exceeds an amount equal to the construction management fee amortized in approximately equal monthly installments over the term of the applicable construction management contract. Amounts expended for costs described in subsection (3), (4), and (6) above shall be excluded from the amount upon which the general contractor and construction management fees are calculated.

“Additional Interest” means the amount collected by application of the Additional Interest Rate if PID Bonds are issued. Additional Interest will not be charged on the Improvement Area #1 Reimbursement Obligation or the Major Improvement Area Reimbursement Obligation.

“Additional Interest Rate” means the 0.50% additional interest charged on Assessments securing PID Bonds, if issued, pursuant to Section 372.018 of the PID Act.

“Administrator” means the City or the person or independent firm designated by the City who shall have the responsibility provided in this Service and Assessment Plan, an Indenture, or any other agreement or document approved by the City related to the duties and responsibility of the administration of the District.

“Annual Collection Costs” mean the actual or budgeted costs and expenses for: (1) the Administrator and City staff; (2) legal counsel, engineers, accountants, financial advisors, and other consultants engaged by the City; (3) calculating, collecting, and maintaining records with respect to Assessments and Annual Installments; (4) preparing and maintaining records with respect to Assessment Rolls and Annual Service Plan Updates; (5) issuing, paying, and redeeming PID Bonds; (6) investing or depositing Assessments and Annual Installments; (7) complying with this Service and Assessment Plan and the Act with respect to the issuance and sale of PID Bonds, including continuing disclosure requirements; and (8) the paying agent/registrar and Trustee in connection with PID Bonds, including their respective legal counsel. Annual Collection Costs

collected but not expended in any year shall be carried forward and applied to reduce Annual Collection Costs for subsequent years.

“Annual Installment” means the annual installment payment of an Assessment as calculated by the Administrator and approved by the City Council, that includes: (1) principal; (2) interest; (3) Annual Collection Costs; and (4) Additional Interest, if applicable.

“Annual Service Plan Update” means an update to the Service and Assessment Plan prepared no less frequently than annually by the Administrator and approved by the City Council.

“Appraisal District” means Hays Central Appraisal District.

“Assessed Property” means any Parcel within the District against which an Assessment is levied.

“Assessment” means an assessment levied against a Parcel within the District and imposed pursuant to an Assessment Ordinance and the provisions herein, as shown on an Assessment Roll, subject to reallocation upon the subdivision of such Parcel or reduction according to the provisions herein and the PID Act.

“Assessment Ordinance” means an ordinance adopted by the City Council in accordance with the PID Act that levies an Assessment.

“Assessment Plan” means the methodology employed to assess the Actual Costs of the Authorized Improvements against Assessed Property within the District based on the special benefits conferred on such property by the Authorized Improvements, more specifically described in **Section V**.

“Assessment Roll” means one or more assessment rolls for the Assessed Property within the District, as updated, modified or amended from time to time in accordance with the procedures set forth herein, and in the PID Act, including any Annual Service Plan Updates. The Improvement Area #1 Assessment Roll is included as **Exhibit F**. The Major Improvement Area Assessment Roll is included as **Exhibit H**.

“Authorized Improvements” means improvements authorized by Section 372.003 of the PID Act as described in **Section III** and **Exhibit C** and depicted on **Exhibit M** and **Exhibit N**.

“Bond Issuance Costs” means the costs associated with issuing PID Bonds, if issued, including but not limited to attorney fees, financial advisory fees, consultant fees, appraisal fees, printing costs, publication costs, City costs, capitalized interest, reserve fund requirements, underwriter’s discount, fees charged by the Texas Attorney General, and any other cost or expense directly associated with the issuance of PID Bonds, if such bonds are issued.

“City” means the City of Kyle, Texas.

“City Council” means the governing body of the City.

“County” means Hays County, Texas.

“Delinquent Collection Costs” mean, for a Parcel, interest, penalties, and other costs and expenses authorized by the PID Act that directly or indirectly relate to the collection of delinquent Assessments, delinquent Annual Installments, or any other delinquent amounts due under this Service and Assessment Plan, including costs and expenses to foreclose liens.

“District” means the Plum Creek North Public Improvement District containing approximately 389.19 acres located within the City and shown on **Exhibit B-1** and more specifically described in **Exhibit A-1**.

“District Formation Expenses” means the costs associated with forming the District, including but not limited to 1st year District administration reserves, and any other cost or expense directly associated with the establishment of the District.

“Estimated Buildout Value” means the estimated buildout value of an Assessed Property at the time Assessments are levied, and shall be determined by the Administrator and confirmed by the City Council by considering such factors as density, lot size, proximity to amenities, view premiums, location, market conditions, historical sales, builder contracts, discussions with homebuilders, reports from third party consultants, or any other information that may impact value.

“Financing and Reimbursement Agreement” means that certain Plum Creek North Public Improvement District Financing and Reimbursement Agreement between Lennar Homes of Texas Land and Construction, Ltd., a Texas Limited Partnership, and City of Kyle, Texas, dated November 16, 2021.

“Improvement Area #1” means approximately 123.086 acres located within the District, as shown on **Exhibit B-2** and more specifically described in **Exhibit A-2**.

“Improvement Area #1 Annual Installment” means the annual installment payment of the Improvement Area #1 Assessment as calculated by the Administrator and approved by the City Council that includes: (1) principal, (2) interest, (3) Annual Collection Costs, and (4) Additional Interest, if applicable.

“Improvement Area #1 Assessed Property” means any Parcel within Improvement Area #1 against which an Improvement Area #1 Assessment is levied.

“Improvement Area #1 Assessment” means an Assessment levied against Improvement Area #1 Assessed Property and imposed pursuant to an Assessment Ordinance and the provisions herein, as shown on the Improvement Area #1 Assessment Roll, subject to reallocation upon the subdivision of such Parcel or reduction according to the provisions herein and in the PID Act.

“Improvement Area #1 Assessment Roll” means the Assessment Roll for the Improvement Area #1 Assessed Property and included in this Service and Assessment Plan as **Exhibit F**, as updated, modified, or amended from time to time in accordance with the procedures set forth herein and in the PID Act, including updates prepared in connection with the issuance of PID Bonds, if issued, or in connection with any Annual Service Plan Update.

“Improvement Area #1 Improvements” mean those Authorized Improvements that only benefit Improvement Area #1, more specifically described in **Section III.B**.

“Improvement Area #1 Reimbursement Obligation” means an amount not to exceed \$6,385,000 payable from Improvement Area #1 Assessments to be paid to Owner pursuant to the Financing and Reimbursement Agreement, but excluding any payments from the net proceeds of PID Bonds.

“Improvement Area #1 Remainder Parcel” means all of the area within Improvement Area #1, save and except the Phase 2 Section 1 Plat, consisting of approximately 55.45 acres. Until a plat has been recorded and a Property ID has been assigned by the Appraisal District to each Lot within the Improvement Area #1 Remainder Parcel, the Annual Installment will be allocated to each property ID within the Improvement Area #1 Remainder Parcel based on the Hays Central Appraisal District acreage for billing purposes only.

“Improvement Area #1 Projects” mean the Improvement Area #1 Improvements and Improvement Area #1’s allocable share of the Major Improvements.

“Indenture” means an Indenture of Trust entered into in connection with the issuance of PID Bonds, as amended or supplemented from time to time, between the City and a Trustee setting forth terms and conditions related to PID Bonds, if issued.

“Lot” means (1) for any portion of the District for which a subdivision plat has been recorded in the official public records of the County, a tract of land described as a “lot” in such subdivision plat, and (2) for any portion of the District for which a subdivision plat has not been recorded in the official public records of the County, a tract of land anticipated to be described as a “lot” in a final recorded subdivision plat.

“Lot Type” means a classification of final building Lots with similar characteristics (e.g. commercial, light industrial, multi-family, single-family residential, etc.), as determined by the Administrator and confirmed and approved by the City Council. In the case of single-family residential Lots, the Lot Type shall be further defined by classifying the residential Lots by the Estimated Buildout Value of the Lot as determined by the Administrator and confirmed and approved by the City Council.

“Lot Type 1” means a Lot within Improvement Area #1 designated as a 35’ single-family residential lot by the Owner, as shown on the map attached as **Exhibit L**.

“Lot Type 2” means a Lot within Improvement Area #1 designated as a 43’ single-family residential lot by the Owner, as shown on the map attached as **Exhibit L**.

“Lot Type 3” means a Lot within Improvement Area #1 designated as a 50’ single-family residential lot by the Owner, as shown on the map attached as **Exhibit L**.

“Lot Type 4” means a Lot within Improvement Area #1 designated as a 55’ single-family residential lot by the Owner, as shown on the map attached as **Exhibit L**.

“Major Improvement Area” means approximately 266.104 acres located within the District, as shown on **Exhibit B-3** and more specifically described in **Exhibit A-3**.

“Major Improvement Area Annual Installment” means the annual installment payment of the Major Improvement Area Assessment as calculated by the Administrator and approved by the City Council that includes: (1) principal, (2) interest, (3) Annual Collection Costs, and (4) Additional Interest, if applicable.

“Major Improvement Area Assessed Property” means any Parcel within the Major Improvement Area against which a Major Improvement Area Assessment is levied.

“Major Improvement Area Assessment” means an Assessment levied against the Major Improvement Area Assessed Property and imposed pursuant to an Assessment Ordinance and the provisions herein, as shown on the Major Improvement Area Assessment Roll, subject to reallocation upon the subdivision of such Parcel or reduction according to the provisions herein and in the PID Act.

“Major Improvement Area Assessment Roll” means the Assessment Roll for the Major Improvement Area Assessed Property and included in this Service and Assessment Plan as **Exhibit H**, as updated, modified, or amended from time to time in accordance with the procedures set forth herein and in the PID Act, including updates prepared in connection with the issuance of PID Bonds, if issued, or in connection with any Annual Service Plan Update.

“Major Improvement Area Initial Parcel” means all of the area within Major Improvement Area, other than Non-Benefited Property, as generally described by metes and bounds in **Exhibit A-3** and shown on the map on **Exhibit B-3**, consisting of approximately 266.104 acres. Until a plat has been recorded on a property ID within Major Improvement Area, the Major Improvement Area Annual Installment will be allocated to each property ID within the Major Improvement Area Initial Parcel based on the Hays Central Appraisal District acreage for billing purposes only.

“Major Improvement Area Reimbursement Obligation” means an amount not to exceed \$2,730,000 payable from Major Improvement Area Assessments to be paid to Owner pursuant to the Financing and Reimbursement Agreement, but excluding any payments from the net proceeds of PID Bonds.

“Major Improvement Area Projects” mean Major Improvement Area’s allocable share of the Major Improvements.

“Major Improvements” mean the improvements and associated soft costs that benefit the entire District, and are more specifically described in **Section III.A**.

“Maximum Assessment” means, for each Lot within Improvement Area #1, the amount shown for each Lot Type on **Exhibit J**. The Maximum Assessment results in an equivalent tax rate that is equal to or less than \$0.44 per \$100 of Estimated Buildout Value, as required by the Financing and Reimbursement Agreement. The Maximum Assessment shall be reduced annually by the principal portion of the Annual Installment.

“Non-Benefited Property” means Parcels within the boundaries of the District that accrue no special benefit from the Authorized Improvements. Property is identified as Non-Benefited Property at the time the Assessments (1) are levied or (2) are reallocated pursuant to a subdivision of a Parcel that receives no benefit.

“Owner” means Lennar Homes of Texas Land and Construction, LTD., and any successor and assigns.

“Parcel(s)” means a property within the District, identified by either a tax map identification number assigned by the Hays Central Appraisal District for real property tax purposes, by metes and bounds description, or by lot and block number in a final subdivision plat recorded in the official public records of the County, or by any other means determined by the City.

“Phase 2 Section 1 Plat” means the final Plum Creek Phase 2 Section 1 Plat recorded with the County on August 11, 2020, as shown on **Exhibit O**.

“PID Act” means Chapter 372, Texas Local Government Code, as amended.

“PID Bonds” mean bonds issued by the City, if applicable, to finance the Actual Costs of the Authorized Improvements.

“Prepayment” means the payment of all or a portion of an Assessment before the due date of the final installment thereof. Amounts received at the time of a Prepayment which represent a payment of principal, interest or penalties on a delinquent installment of an Assessment are not to be considered a Prepayment, but rather are to be treated as the payment of the regularly scheduled Annual Installment of the Assessment.

“Prepayment Costs” mean interest and Annual Collection Costs incurred up to the date of Prepayment.

“Property ID” mean a unique number assigned to each Parcel by the Appraisal District.

“Service and Assessment Plan” means this Service and Assessment Plan as amended, modified and updated from time to time.

“Service Plan” covers a period of at least five years and defines the annual indebtedness and projected costs of the Authorized Improvements, more specifically described in **Section IV**.

“Trustee” means a trustee (or successor trustee) under the applicable Indenture.

SECTION II: THE DISTRICT

The District includes approximately 389.19 contiguous acres located within the corporate limits of the City, as more particularly described by metes and bounds on **Exhibit A-1** and depicted on **Exhibit B-1**. Development of the District is anticipated to include approximately 1,216 single-family units.

Improvement Area #1 includes approximately 123.086 acres located within the District, as more particularly described by metes and bounds on **Exhibit A-2** and depicted on **Exhibit B-2**. Development of Improvement Area #1 is anticipated to include approximately 403 single-family units.

The Major Improvement Area includes approximately 266.104 acres located within the District, as more particularly described by metes and bounds on **Exhibit A-3** and depicted on **Exhibit B-3**. Development of the Major Improvement Area is anticipated to include approximately 813 single-family units.

SECTION III: AUTHORIZED IMPROVEMENTS

The City Council, based on information provided by the Owner and their engineer and reviewed by the City staff and by third-party consultants retained by the City, has determined that the Major Improvements, the Improvement Area #1 Improvements, and District Formation Expenses and Bond Issuance Costs are Authorized Improvements and confer a special benefit on the Assessed Property. The budget for the Authorized Improvements is shown on **Exhibit C**, and a map depicting the Authorized Improvements is shown on **Exhibit M** and **Exhibit N**.

A. Major Improvements

▪ *Water*

Improvements include trench excavation and embedment, trench safety, PVC piping, fire hydrant assemblies, air release valves, gate valves, service connections, and testing. These lines will include the necessary appurtenances to be fully operational transmission lines extending water service to all property within the District.

▪ *Wastewater*

Improvements include trench excavation and embedment, trench safety, PVC piping, manholes, service connections, and testing. These lines will include the necessary appurtenances to be fully operational extending wastewater service to all property within the District.

- *Detention*

Improvements include clearing, pond excavation and embankment, soil testing, channels, rock riprap, loose riprap walls, and construction of outfall structures. Erosion controls, revegetation, and utility improvements are also included.

- *Clearing and Erosion Control*

Improvements include clear and grub, excavation, embankment, silt fence, rock berms, construction entrances, inlet protection, topsoil, and irrigation sleeves.

B. Improvement Area #1 Improvements

- *Water*

Improvements including trench excavation and embedment, trench safety, PVC piping, manholes, service connections, testing, related earthwork, excavation, erosion control and all other necessary appurtenances required to provide water service to each Lot within Improvement Area #1.

- *Wastewater*

Improvements including trench excavation and embedment, trench safety, PVC piping, manholes, service connections, testing, related earthwork, excavation, erosion control and all other necessary appurtenances required to provide wastewater service to each Lot within Improvement Area #1.

- *Drainage*

Improvements including trench excavation and embedment, trench safety, reinforced concrete pipe, manholes, storm outfalls, storm drain inlets, testing, related earthwork, excavation, erosion control and all other necessary appurtenances required to ensure proper drainage of the public roadways within Improvement Area #1.

- *Streets*

Improvements including subgrade stabilization (including lime treatment and compaction), concrete and reinforcing steel for roadways, testing, handicapped ramps, and street lights. All related earthwork, excavation, erosion control, retaining walls, intersections, signage, lighting and re-vegetation of all disturbed areas within the right-of-way are included to provide roads to each Lot within Improvement Area #1.

- *Clearing and Erosion Control*

Improvements include clear and grub, excavation, embankment, silt fence, rock berms, construction entrances, inlet protection, topsoil, and irrigation sleeves.

- *Parks and Common Areas*

Improvements including landscaping, earthwork and construction of all common area and pocket parks within Improvement Area #1.

- *Soft Costs*

Improvements including engineering, planning and legal expenses to construct the above-described hard costs.

- *Contingency*

Estimated to be 15% of civil hard costs and 10% of landscaping hard costs, inclusive of a 4% construction management fee.

C. Bond Issuance Costs

- *Debt Service Reserve Fund*

Equals the amount required under an applicable Indenture in connection with the issuance of PID Bonds, if issued. This amount may be updated or revised at the time of issuance if PID Bonds are issued.

- *Capitalized Interest*

Equals the amount of capitalized interest available for payment of interest on PID Bonds, if issued, as reflected in an applicable Indenture. This amount may be updated or revised at the time of issuance if PID Bonds are issued.

- *Underwriter's Discount*

Equals a percentage of the par amount of a particular series of PID Bonds, if issued, and includes a fee for underwriter's counsel. This amount may be updated or revised at the time of issuance if PID Bonds are issued.

- *Cost of Issuance*

Costs associated with issuing PID Bonds, if issued, including but not limited to attorney fees, financial advisory fees, consultant fees, appraisal fees, printing costs, publication costs, City costs, fees charged by the Texas Attorney General, and any other cost or expense directly associated with the issuance of PID Bonds. This amount may be updated or revised at the time of issuance if PID Bonds are issued.

D. District Formation Expenses

Costs associated with forming the District, including but not limited to 1st year District administration reserves, and any other cost or expense directly associated with the establishment of the District.

SECTION IV: SERVICE PLAN

The PID Act requires the Service Plan to cover a period of at least five years. The Service Plan is required to define the annual projected costs and indebtedness for the Authorized Improvements undertaken within the District during the five-year period. The Service Plan must be reviewed and updated, at least annually, and approved by the City Council. **Exhibit D** summarizes the Service Plan for the District.

Exhibit E summarizes the sources and uses of funds required to construct the Authorized Improvements and pay the District Formation Expenses and Bond Issuance Costs. If PID Bonds are issued, **Exhibit E** will be updated to show the amount required to fund the required reserves and issue the PID Bonds at the time the PID Bonds are issued. The sources and uses of funds shown on **Exhibit E** shall be updated each year in the Annual Service Plan Update to reflect any budget revisions and Actual Costs.

SECTION V: ASSESSMENT PLAN

The PID Act allows the City Council to apportion the costs of the Authorized Improvements to the Assessed Property based on the special benefit received from the Authorized Improvements. The PID Act provides that such costs may be apportioned: (1) equally per front foot or square foot; (2) according to the value of property as determined by the City Council, with or without regard to improvements constructed on the property; or (3) in any other manner approved by the City Council that results in imposing equal shares of such costs on property similarly benefited. The PID Act further provides that the governing body may establish by ordinance reasonable classifications and formulas for the apportionment of the cost between the municipality or the City and the area to be assessed and the methods of assessing the special benefits for various classes of improvements.

The determination by the City Council of the assessment methodologies set forth below is the result of the discretionary exercise by the City Council of its legislative authority and governmental powers and is conclusive and binding on the Owner and all future owners and developers of the Assessed Property.

A. Assessment Methodology

The City Council, acting in its legislative capacity based on information provided by the Owner and its engineer and reviewed by the City staff and by third-party consultants retained by the City, has determined that the Authorized Improvements, District Formation Expenses, and Bond Issuance Costs shall be allocated as follows:

- Major Improvements shall be allocated pro rata between the Major Improvement Area Initial Parcel and Improvement Area #1 Assessed Property based on Estimated Buildout Value, as shown on **Exhibit K**.
- The Improvement Area #1 Improvements are allocated entirely to the Improvement Area #1 Assessed Property.
- District Formation Expenses shall be allocated pro rata between the Major Improvement Area Initial Parcel and Improvement Area #1 Assessed Property based on Estimated Buildout Value, as shown on **Exhibit K**.
- Bond Issuance Costs shall be allocated entirely to the Assessed Property securing the applicable PID Bond, in the event that PID Bonds are issued.

B. Assessments

Improvement Area #1 Assessments will be levied on the Improvement Area #1 Assessed Property as shown on the Improvement Area #1 Assessment Roll, attached hereto as **Exhibit F**. The projected Improvement Area #1 Annual Installments are shown on **Exhibit G**, subject to revisions made during any Annual Service Plan Update.

Major Improvement Area Assessments will be levied on the Major Improvement Area Initial Parcel as shown on the Major Improvement Area Assessment Roll, attached hereto as **Exhibit H**. The projected Major Improvement Area Annual Installments are shown on **Exhibit I**, subject to revisions made during any Annual Service Plan Update.

Upon subdivisions of the Improvement Area #1 Remainder Parcel or the Major Improvement Area Initial Parcel by final plat, the applicable Assessment shall be reallocated pursuant to **Section VI.A**.

C. Findings of Special Benefit

The City Council, acting in its legislative capacity based on information provided by the Owner and its engineer and reviewed by the City staff and by third-party consultants retained by the City, has found and determined:

- *Improvement Area #1*
 1. The costs of Improvement Area #1 Projects and the District Formation Expenses allocated to Improvement Area #1 and Bond Issuance Costs equal \$21,743,986, as shown on **Exhibit C**; and
 2. The Improvement Area #1 Assessed Property receives special benefit from Improvement Area #1 Projects and applicable District Formation Expenses and Bond Issuance Costs equal to or greater than the Actual Costs of the Improvement Area #1 Projects and applicable District Formation Expenses and Bond Issuance Costs; and

3. The Improvement Area #1 Assessed Property will be allocated 100% of the Improvement Area #1 Assessments levied on the Improvement Area #1 Assessed Property for Improvement Area #1 Projects and the applicable District Formation Expenses and Bond Issuance Costs, which equal \$6,385,000, as shown on the Improvement Area #1 Assessment Roll attached hereto as **Exhibit F**; and
 4. The special benefit (\geq \$21,743,986) received by the Improvement Area #1 Assessed Property from Improvement Area #1 Projects and applicable District Formation Expenses and Bond Issuance Costs is equal to or greater than the amount of the Improvement Area #1 Assessments (\$6,385,000) levied on the Improvement Area #1 Assessed Property; and
 5. At the time the City Council approved the Assessment Ordinance levying the Improvement Area #1 Assessments, the Owner owned 100% of the Improvement Area #1 Assessed Property. The Owner acknowledged that Improvement Area #1 Projects and the applicable District Formation Expenses and Bond Issuance Costs confer a special benefit on the Improvement Area #1 Assessed Property and consented to the imposition of the Improvement Area #1 Assessments to pay for Improvement Area #1 Projects and applicable District Formation Expenses and Bond Issuance Costs associated therewith. The Owner ratified, confirmed, accepted, agreed to, and approved (1) the determinations and findings by the City Council as to the special benefits described herein and in the Assessment Ordinance, (2) the Service and Assessment Plan and the Assessment Ordinance, and (3) the levying of the Improvement Area #1 Assessments on the Improvement Area #1 Assessed Property.
- *Major Improvement Area*
 1. The costs of the Major Improvement Area Projects and allocated to the Major Improvement Area District Formation Expenses and Bond Issuance Costs equal \$2,735,958, as shown on **Exhibit C**; and
 2. The Major Improvement Area Assessed Property receives special benefit from the Major Improvement Projects and District Formation Expenses and Bond Issuance Costs equal to or greater than the Actual Costs of the Major Improvement Area Projects and District Formation Expenses and Bond Issuance Costs; and
 3. The Major Improvement Area Assessed Property will be allocated 100% of the Major Improvement Area Assessments levied on the Major Improvement Area Initial Parcel for the Major Improvement Area Projects and District Formation Expenses and Bond Issuance Costs, which equal \$2,730,000, as shown on the Major Improvement Area Assessment Roll attached hereto as **Exhibit H**; and

4. The special benefit ($\geq \$2,735,958$) received by the Major Improvement Area Assessed Property from the Major Improvement Area Projects and District Formation Expenses and Bond Issuance Costs is equal to or greater than the amount of the Major Improvement Area Assessments ($\$2,730,000$) levied on the Major Improvement Area Initial Parcel; and
5. At the time the City Council approved the Assessment Ordinance levying the Major Improvement Area Assessments, the Owner owned 100% of the Major Improvement Area Assessed Property. The Owner acknowledged that the Major Improvement Area Projects and District Formation Expenses and Bond Issuance Costs confers a special benefit on the Major Improvement Area Assessed Property and consented to the imposition of the Major Improvement Area Assessments to pay for the Major Improvement Area Projects and District Formation Expenses and Bond Issuance Costs associated therewith. The Owner ratified, confirmed, accepted, agreed to, and approved (1) the determinations and findings by the City Council as to the special benefits described herein and in the Assessment Ordinance, (2) the Service and Assessment Plan and the Assessment Ordinance, and (3) the levying of the Major Improvement Area Assessments on the Major Improvement Area Initial Parcel.

D. Annual Collection Costs

The Annual Collection Costs shall be paid for on a pro rata basis by each Parcel of Assessed Property based on the amount of outstanding Assessment remaining on the Assessed Property. The Annual Collection Costs shall be collected as part of and in the same manner as Annual Installments in the amounts shown on the Assessment Roll, which may be revised based on Actual Costs incurred in Annual Service Plan Updates.

E. Additional Interest

If PID Bonds are issued, the interest rate on Assessments levied on the Assessed Property to pay the PID Bonds may exceed the interest rate on the PID Bonds by the Additional Interest Rate. Interest at the rate of the PID Bonds and the Additional Interest shall be collected as part of each Annual Installment and shall be deposited pursuant to the applicable Indenture. Additional Interest is not charged on the Improvement Area #1 Reimbursement Obligation or the Major Improvement Area Reimbursement Obligation.

SECTION VI: TERMS OF THE ASSESSMENTS

A. Reallocation of Assessments

1. *Upon Division Prior to Recording of Subdivision Plat*

Upon the division of any Assessed Property (without the recording of subdivision plat), the Administrator shall reallocate the Assessment for the Assessed Property prior to the division among the newly divided Assessed Properties according to the following formula:

$$A = B \times (C \div D)$$

Where the terms have the following meanings:

A = the Assessment for the newly divided Assessed Property

B = the Assessment for the Assessed Property prior to division

C = the Estimated Buildout Value of the newly divided Assessed Property

D = the sum of the Estimated Buildout Value for all of the newly divided Assessed Properties

The sum of the Assessments for all newly divided Assessed Properties shall equal the Assessment for the Assessed Property prior to subdivision. The calculation shall be made separately for each newly divided Assessed Property. The reallocation of an Assessment for an Assessed Property that is a homestead under Texas law may not exceed the Assessment prior to the reallocation. Any reallocation pursuant to this section shall be reflected in an update to this Service and Assessment Plan approved by the City Council.

2. *Upon Subdivision by a Recorded Subdivision Plat*

Upon the subdivision of any Assessed Property based on a recorded subdivision plat and a Property ID has been assigned by the Appraisal District, the Administrator shall reallocate the Assessment for the Assessed Property prior to the subdivision among the newly subdivided Lots based on Estimated Buildout Value according to the following formula:

$$A = [B \times (C \div D)]/E$$

Where the terms have the following meanings:

A = the Assessment for the newly subdivided Lot

B = the Assessment for the Parcel prior to subdivision

C = the sum of the Estimated Buildout Value of all newly subdivided Lots with same Lot Type

D = the sum of the Estimated Buildout Value for all of the newly subdivided Lots excluding Non-Benefited Property

E = the number of Lots with same Lot Type

Prior to the recording of a subdivision plat, the Owner shall provide the City an Estimated Buildout Value as of the date of the recorded subdivision plat for each Lot created by the recorded subdivision plat considering factors such as density, lot size, proximity to amenities, view premiums, location, market conditions, historical sales, discussions with homebuilders, and any other factors that may impact value. The calculation of the Estimated Buildout Value for a Lot shall be performed by the Administrator and confirmed by the City Council based on information provided by the Owner, homebuilders, third party consultants, and/or the official public records of the County regarding the Lot.

The sum of the Assessments for all newly subdivided Lots shall not exceed the Assessment for the portion of the Assessed Property subdivided prior to subdivision. The calculation shall be made separately for each newly subdivided Assessed Property. The reallocation of an Assessment for an Assessed Property that is a homestead under Texas law may not exceed the Assessment prior to the reallocation. Any reallocation pursuant to this section shall be reflected in an update to this Service and Assessment Plan approved by the City Council.

3. Upon Consolidation

If two or more Lots or Parcels are consolidated, the Administrator shall allocate the Assessments against the Lots or Parcels before the consolidation to the consolidated Lot or Parcel, which allocation shall be approved by the City Council in the next Annual Service Plan Update.

B. True-Up of Assessments if Maximum Assessment Exceeded

Prior to the approval of a final subdivision plat, the Administrator shall certify that the final plat will not cause the Assessment for any Lot Type to exceed the Maximum Assessment. If the subdivision of any Assessed Property by a final subdivision plat causes the Assessment per Lot for any Lot Type to exceed the applicable Maximum Assessment for such Lot Type, the Owner must partially prepay the Assessment for each Assessed Property that exceeds the applicable Maximum Assessment for such Lot Type in an amount sufficient to reduce the Assessment to the applicable Maximum Assessment for such Lot Type. The City's approval of a final subdivision plat without payment of such amounts does not eliminate the obligation of the person or entity filing the plat to pay such Assessments.

C. Mandatory Prepayment of Assessments

If Assessed Property is transferred to a person or entity that is exempt from payment of the Assessment, the owner transferring the Assessed Property shall pay to the Administrator the full amount of the Assessment, plus Prepayment Costs and Delinquent Collection Costs, prior to the transfer. If the owner of the Assessed Property causes the Assessed Property to become Non-

Benefited Property, the owner causing the change in status shall pay the full amount of the Assessment, plus Prepayment Costs and Delinquent Collection Costs, prior to the change in status.

D. Reduction of Assessments

If as a result of cost savings or Authorized Improvements not being constructed, the Actual Costs of completed Authorized Improvements are less than the Assessments, (i) in the event PID Bonds are not issued, the City Council shall reduce each Assessment on a pro-rata basis such that the sum of the resulting reduced Assessments for all Assessed Property equals the reduced Actual Costs, or (ii) in the event PID Bonds are issued, the Trustee shall apply amounts on deposit in the applicable account of the project fund, relating to the PID Bonds, that are not expected to be used for purposes of the project fund to redeem outstanding PID Bonds, in accordance with the applicable Indenture. The Assessments shall not, however, be reduced to an amount less than the outstanding PID Bonds.

The Administrator shall update (and submit to the City Council for review and approval as part of the next Annual Service Plan Update) the Assessment Roll and corresponding Annual Installments to reflect the reduced Assessments.

E. Prepayment of Assessments

The owner of the Assessed Property may pay, at any time, all or any part of an Assessment in accordance with the PID Act. If PID Bonds are issued, interest costs from the date of Prepayment to the date of redemption of the applicable PID Bonds, if any, may be paid from a reserve established under the applicable Indenture. If an Annual Installment has been billed prior to the Prepayment, the Annual Installment shall be due and payable and shall be credited against the Prepayment.

If an Assessment is paid in full, with Prepayment Costs: (1) the Administrator shall cause the Assessment to be reduced to zero and the Assessment Roll to be revised accordingly; (2) the Administrator shall cause the revised Assessment Roll to be approved by the City Council as part of the next Annual Service Plan Update; (3) the obligation to pay the Assessment and corresponding Annual Installments shall terminate; and (4) the City shall provide the owner with a recordable "Notice of PID Assessment Termination," a form of which is attached hereto as **Exhibit P**.

If an Assessment is paid in part, with Prepayment Costs: (1) the Administrator shall cause the Assessment to be reduced and the Assessment Roll revised accordingly; (2) the Administrator shall cause the revised Assessment Roll to be approved by the City Council as part of the next Annual Service Plan Update; and (3) the obligation to pay the Assessment and corresponding Annual Installments shall be reduced to the extent of the prepayment made.

F. Prepayment as a Result of Eminent Domain Proceeding or Taking

Subject to applicable law, if any portion of any Parcel of Assessed Property is taken from an owner as a result of eminent domain proceedings or if a transfer of any portion of any Parcel of Assessed Property is made to an entity with the authority to condemn all or a portion of the Assessed Property in lieu of or as a part of an eminent domain proceeding (a **“Taking”**), the portion of the Assessed Property that was taken or transferred (the **“Taken Property”**) shall be reclassified as Non-Benefited Property.

For the Assessed Property that is subject to the Taking as described in the preceding paragraph, the Assessment that was levied against the Assessed Property (when it was included in the Taken Property) prior to the Taking shall remain in force against the remaining Assessed Property (the Assessed Property less the Taken Property) (the **“Remaining Property”**), following the reclassification of the Taken Property as Non-Benefited Property, subject to an adjustment of the Assessment applicable to the Remaining Property after any required Prepayment as set forth below. The owner of the Remaining Property will remain liable to pay in Annual Installments, or payable as otherwise provided by this Service and Assessment Plan, as updated, or the PID Act, the Assessment that remains due on the Remaining Property, subject to an adjustment in the Assessment applicable to the Remaining Property after any required Prepayment as set forth below. Notwithstanding the foregoing, if the Assessment that remains due on the Remaining Property exceeds the Maximum Assessment, the owner of the Remaining Property will be required to make a Prepayment in an amount necessary to ensure that the Assessment against the Remaining Property does not exceed the Maximum Assessment, in which case the Assessment applicable to the Remaining Property will be reduced by the amount of the partial Prepayment. If the City receives all or a portion of the eminent domain proceeds (or payment made in an agreed sale in lieu of condemnation), such amount shall be credited against the amount of prepayment, with any remainder credited against the assessment on the Remainder Property.

In all instances the Assessment remaining on the Remaining Property shall not exceed the Maximum Assessment.

By way of illustration, if an owner owns 100 acres of Assessed Property subject to a \$100 Assessment and 10 acres is taken through a Taking, the 10 acres of Taken Property shall be reclassified as Non-Benefited Property and the remaining 90 acres of Remaining Property shall be subject to the \$100 Assessment (provided that this \$100 Assessment does not exceed the Maximum Assessment on the Remaining Property). If the Administrator determines that the \$100 Assessment reallocated to the Remaining Property would exceed the Maximum Assessment on the Remaining Property by \$10, then the owner shall be required to pay \$10 as a Prepayment of the Assessment against the Remaining Property and the Assessment on the Remaining Property shall be adjusted to be \$90.

Notwithstanding the previous paragraphs in this subsection, if the owner of the Taken Property notifies the City and the Administrator that the Taking prevents the Remaining Property from being developed for any use which could support the Estimated Buildout Value requirement, the owner shall, upon receipt of the compensation for the Taken Property, be required to prepay the amount of the Assessment required to buy down the outstanding Assessment to the Maximum Assessment on the Remaining Property to support the Estimated Buildout Value requirement. Said owner will remain liable to pay the Annual Installments on both the Taken Property and the Remaining Property until such time that such Assessment has been prepaid in full.

Notwithstanding the previous paragraphs in this subsection, the Assessments shall never be reduced to an amount less than the amount required to pay all outstanding debt service requirement on all outstanding PID Bonds, if applicable.

G. Payment of Assessment in Annual Installments

Exhibit G shows the projected Improvement Area #1 Annual Installments. **Exhibit I** shows the projected Major Improvement Area Annual Installments.

Assessments that are not paid in full shall be due and payable in Annual Installments. Annual Installments are subject to adjustment in each Annual Service Plan Update. Until a plat has been recorded on a Parcel and a Property ID has been assigned by the Appraisal District within Improvement Area #1 or the Major Improvement Area, the Annual Installment will be allocated to each Property ID within the Improvement Area #1 Remainder Parcel and Major Improvement Area Initial Parcel, respectively, based on the Hays Central Appraisal District acreage for billing purposes only.

The interest on the Improvement Area #1 Assessments is 4.25%, and the interest on the Major Improvement Area Assessments is 5.25%. The Bond Buyer's 20 Bond Index equals 2.25% as of November 2, 2021, and the PID Act allows the interest rate charged on the Improvement Area #1 Reimbursement Obligation and the Major Improvement Area Reimbursement Obligation to exceed the index by up to 5% for the first five years and up to 2% thereafter. In the event PID Bonds are not issued, the interest rate on the Major Improvement Area Assessments will be reduced to 4.25% beginning with the Annual Installment due January 31, 2027.

The Administrator shall prepare and submit to the City Council for its review and approval an Annual Service Plan Update to allow for the billing and collection of Annual Installments. Each Annual Service Plan Update shall include updated Assessment Rolls and updated calculations of Annual Installments. Annual Collection Costs shall be allocated equally among Parcels for which the Assessments remain unpaid. Annual Installments shall be collected in the same manner and at the same time as ad valorem taxes. Annual Installments shall be subject to the penalties, procedures, and foreclosure sale in case of delinquencies as set forth in the PID Act and in the

same manner as ad valorem taxes for the City. The City Council may provide for other means of collecting Annual Installments. Assessments shall have the lien priority specified in the PID Act.

Sales of the Assessed Property for nonpayment of Annual Installments shall be subject to the lien for the remaining unpaid Annual Installments against the Assessed Property, and the Assessed Property may again be sold at a judicial foreclosure sale if the purchaser fails to timely pay the non-delinquent Annual Installments as they become due and payable.

The City reserves the right to refund PID Bonds in accordance with the PID Act and the applicable Indenture, if such bonds are issued. In the event of a refunding, the Administrator shall recalculate the Annual Installments so that total Annual Installments will be sufficient to pay the refunding bonds, and the refunding bonds shall constitute "PID Bonds."

Each Annual Installment of an Assessment, including interest on the unpaid principal of the Assessment, shall be updated annually. Each Annual Installment shall be due when billed and shall be delinquent if not paid prior to February 1 of the following year. The initial Annual Installments shall be due when billed and shall be delinquent if not paid prior to February 1, 2022.

SECTION VII: ASSESSMENT ROLL

The Improvement Area #1 Assessment Roll is attached as **Exhibit F**. The Administrator shall prepare and submit to the City Council for review and approval, proposed revisions to the Improvement Area #1 Assessment Roll and Improvement Area #1 Annual Installments for each Parcel within the Improvement Area #1 Assessed Property as part of each Annual Service Plan Update.

The Major Improvement Area Assessment Roll is attached as **Exhibit H**. The Administrator shall prepare and submit to the City Council for review and approval, proposed revisions to the Major Improvement Area Assessment Roll and Major Improvement Area Annual Installments for each Parcel within the Major Improvement Area Assessed Property as part of each Annual Service Plan Update.

SECTION VIII: ADDITIONAL PROVISIONS

A. Calculation Errors

If the owner of a Parcel claims that an error has been made in any calculation required by this Service and Assessment Plan, including, but not limited to, any calculation made as part of any Annual Service Plan Update, the owner's sole and exclusive remedy shall be to submit a written notice of error to the Administrator by December 1st of each year following City Council approval

of the calculation; otherwise, the owner shall be deemed to have unconditionally approved and accepted the calculation. Upon receipt of a written notice of error from an owner the Administrator shall provide a written response to the City Council and the owner within 30 days of such referral. The City Council shall consider the owner's notice of error and the Administrator's response at a City Council meeting, and within 30 days after closing such meeting, the City Council shall make a final determination as to whether or not an error has been made. If the City Council determines that an error has been made, the City Council shall take such corrective action as is authorized by the PID Act, this Service and Assessment Plan, the Assessment Ordinance, or the Indenture, or is otherwise authorized by the discretionary power of the City Council. The determination by the City Council as to whether an error has been made, and any corrective action taken by the City Council, shall be final and binding on the owner and the Administrator.

B. Amendments

Amendments to this Service and Assessment Plan must be made by the City Council in accordance with the PID Act. To the extent permitted by the PID Act, this Service and Assessment Plan may be amended without notice to owners of the Assessed Property: (1) to correct mistakes and clerical errors; (2) to clarify ambiguities; and (3) to provide procedures to collect Assessments, Annual Installments, and other charges imposed by this Service and Assessment Plan.

C. Administration and Interpretation

The Administrator shall: (1) perform the obligations of the Administrator as set forth in this Service and Assessment Plan; (2) administer the District for and on behalf of and at the direction of the City Council; and (3) interpret the provisions of this Service and Assessment Plan. Interpretations of this Service and Assessment Plan by the Administrator shall be in writing and shall be appealable to the City Council by owners or developers adversely affected by the interpretation. Appeals shall be decided at a meeting of the City Council during which all interested parties have an opportunity to be heard. Decisions by the City Council shall be final and binding on the owners and developers and their successors and assigns.

D. Form of Buyer Disclosure

Per Section 5.014 of the Texas Property Code, as amended, this Service and Assessment Plan, and any future Annual Service Plan Updates, shall include a form of the buyer disclosures for the District. The buyer disclosures are attached hereto as **Exhibit Q-1, Exhibit Q-2, Exhibit Q-3** and **Exhibit Q-4**. Within seven days of approval by the City Council, the City shall file and record in the real property records of the County the executed ordinance of this Service and Assessment Plan, or any future Annual Service Plan Updates. The executed ordinance, including any attachments,

approving this Service and Assessment Plan or any future Annual Service Plan Updates shall be filed and recorded in their entirety.

E. Severability

If any provision of this Service and Assessment Plan is determined by a governmental agency or court to be unenforceable, the unenforceable provision shall be deleted and, to the maximum extent possible, shall be rewritten to be enforceable. Every effort shall be made to enforce the remaining provisions.

LIST OF EXHIBITS

Exhibit A-1	District Legal Description
Exhibit A-2	Improvement Area #1 Legal Description
Exhibit A-3	Major Improvement Area Legal Description
Exhibit B-1	District Boundary Map
Exhibit B-2	Improvement Area #1 Boundary Map
Exhibit B-3	Major Improvement Area Boundary Map
Exhibit C	Authorized Improvements
Exhibit D	Service Plan
Exhibit E	Sources and Uses
Exhibit F	Improvement Area #1 Assessment Roll
Exhibit G	Improvement Area #1 Annual Installments
Exhibit H	Major Improvement Area Assessment Roll
Exhibit I	Major Improvement Area Annual Installments
Exhibit J	Maximum Assessment Per Lot Type
Exhibit K	Estimated Buildout Value for Improvement Area #1 and Major Improvement Area
Exhibit L	Lot Type Classification Map
Exhibit M	Maps of Major Improvements
Exhibit N	Maps of Improvement Area #1 Improvements
Exhibit O	Phase 2 Section 1 Plat
Exhibit P	Notice of PID Assessment Termination
Exhibit Q-1	Lot Type 1 Disclosure
Exhibit Q-2	Lot Type 2 Disclosure
Exhibit Q-3	Lot Type 3 Disclosure
Exhibit Q-4	Lot Type 4 Disclosure

EXHIBIT A-1 – DISTRICT LEGAL DESCRIPTION

Exhibit A

TRACT 1:

324.250 acres of land, more or less, out of the M. M. MCCARVER LEAGUE NO. 4, ABSTRACT NO. 10 situated in Hays County, Texas; being a portion of the remainder of the 329.46 acres described as Tract One, Parcel One in Warranty Deed to PC Operating Partners, Ltd., a Texas limited partnership recorded in Volume 5233, Page 155, Official Public Records, Hays County, Texas and more particularly described by metes and bounds in Exhibit 'A-1' attached hereto and made a part hereof.

TRACT 2:

51.48 acres of land, more or less, out of the M. M. MCCARVER LEAGUE NO. 4, ABSTRACT NO. 10 situated in Hays County, Texas and being the same property described as Tract One, Parcel Two in Warranty Deed to PC Operating Partners, Ltd., a Texas limited partnership recorded in Volume 5233, Page 155, Official Public Records, Hays County, Texas. Said 51.48 acres of land being more particularly described by metes and bounds in Exhibit 'A-2' attached hereto and made a part hereof.

TRACT 3:

10.869 acres of land, more or less, out of the M. M. MCCARVER LEAGUE NO. 4, ABSTRACT NO. 10 situated in Hays County, Texas and being a portion of that 14.42 acre tract of land described as Tract Two in Warranty Deed to PC Operating Partners, Ltd., a Texas limited partnership recorded in Volume 5233, Page 170, Official Public Records, Hays County, Texas. Said 10.869 acres of land being more particularly described by metes and bounds in Exhibit 'A-3' attached hereto and made a part hereof.

TRACT 4:

2.581 acres of land, more or less, out of the M. M. MCCARVER LEAGUE NO. 4, ABSTRACT NO. 10 situated in Hays County, Texas and being a portion of that 983.99 acre tract of land described Deed to Mountain Plum, Ltd. recorded in Volume 2297, Page 139, Official Public Records, Hays County, Texas. Said 2.581 acres of land being more particularly described by metes and bounds in Exhibit 'A-4' attached hereto and made a part hereof.

FIELD NOTES DESCRIPTION

DESCRIPTION OF 324.250 ACRES OF LAND IN THE M.M. MCCARVER LEAGUE NUMBER 4, A-10, HAYS COUNTY, TEXAS; BEING A PORTION OF THE REMAINDER OF A CERTAIN 983.99 ACRE TRACT DESIGNATED AS TRACT 2 OF EXHIBIT "A" AND DESCRIBED IN THE DEED WITHOUT WARRANTY TO MOUNTAIN PLUM, LTD. OF RECORD IN VOLUME 2297, PAGE 139, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS; SAID 324.250 ACRES OF LAND AS SURVEYED BY BOWMAN CONSULTING GROUP, LTD. BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2-inch iron rod with a plastic cap stamped "LAI" previously set in the north right-of-way line of Kohler's Crossing (County Road 171), a variable width right-of-way, for the northwest corner of a certain called 1.171 acre tract designated as Parcel 3, Tract 1, and described in a deed to the City of Kyle, Texas, of record in Volume 3220, Page 508, Official Public Records of Hays County, Texas;

THENCE N 87° 01' 11" E, with the north right-of-way line of said Kohler's Crossing (County Road 171), with the north line of the said 1.171 acre tract, a distance of 765.77 feet to a 1/2-inch iron rod with a plastic cap stamped "BCG" set for the southerly southwest corner and **POINT OF BEGINNING** of the tract described herein;

THENCE leaving the north right-of-way line of said Kohler's Crossing (County Road 171), crossing the said 983.99 acre tract, with the west and south lines of the tract described herein, the following two (2) courses and distances:

1. N 12° 30' 54" E, a distance of 810.89 feet to a 1/2-inch iron rod with a plastic cap stamped "BCG" set for a re-entrant corner, and
2. S 88° 23' 03" W, a distance of 767.32 feet to a 1/2-inch iron rod with a plastic cap stamped "BCG" set in the curving east right-of-way line of R.M. 2770 (Old Austin-San Marcos Road), a variable width right-of-way, being the east line of a certain called 1.663 acre tract designated as Exhibit A, Parcel No. 1, and described in a deed to the State of Texas of record in Volume 1076, Page 205, Official Public Records of Hays County, Texas, for the westerly southwest corner of the tract described herein, from which a Texas Department of Transportation (TXDOT) Type 2 right-of-way marker found for a point of tangency in the east right-of-way line of said R.M. 2770 (Old Austin-San Marcos Road), and the east line of the said 1.663 acre tract bears with the arc of a curve to the right, having a radius of 2970.17, an arc distance of 4.01 feet, and a chord which bears S 15° 41' 07" W, a distance of 4.01 feet;

THENCE with the east right-of-way line of said R.M. 2770 (Old Austin-San Marcos Road) and the east line of the said 1.663 acre tract, with the west line of the tract described herein, the following three (3) courses and distances:

1. with the arc of a curve to the left, having a radius of 2970.17, an arc distance of 298.47 feet, and a chord which bears N 12° 46' 04" E, a distance of 298.34 feet to a Texas Department of Transportation (TXDOT) Type 2 right-of-way marker found for a point of tangency,
2. N 09° 53' 14" E, a distance of 1255.36 feet to a Texas Department of Transportation (TXDOT) Type 2 right-of-way marker found for a point of curvature, and
3. with the arc of a curve to the right, having a radius of 5659.58, an arc distance of 264.66 feet, and a chord which bears N 11° 13' 39" E, a distance of 264.64 feet to a Texas Department of Transportation (TXDOT) Type 2 right-of-way marker found

for a point of tangency in the east line of said R.M. 2770 (Old Austin-San Marcos Road) and the east line of the said 1.663 acre tract, for the westerly northwest corner of the tract described herein, from which a Texas Department of Transportation (TXDOT) Type 2 right-of-way marker found for a point of curvature in the east right-of-way line of said R.M. 2770 (Old Austin-San Marcos Road) and the east line of the said 1.663 acre tract bears N 12° 33' 31" E, a distance of 553.60 feet;

THENCE leaving the east right-of-way line of said R.M. 2770 (Old Austin-San Marcos Road) and the east line of the said 1.663 acre tract, crossing the said 983.99 acre tract, with the west and north lines of the tract described herein, the following nine (9) courses and distances:

1. S 77° 26' 29" E, a distance of 400.00 feet to a 1/2-inch iron rod with a plastic cap stamped "BCG" set for a re-entrant corner,
2. N 12° 33' 31" E, a distance of 553.60 feet to a 1/2-inch iron rod with a plastic cap stamped "BCG" set for a point of curvature,
3. with the arc of a curve to the right, having a radius of 2394.79 feet, an arc distance of 356.92 feet, and a chord which bears N 16° 50' 54" E, a distance of 356.59 feet to a 1/2-inch iron rod with a plastic cap stamped "BCG" set for an angle point,
4. N 08° 03' 05" E, a distance of 107.69 feet to a 1/2-inch iron rod with a plastic cap stamped "BCG" set for an angle point,
5. N 19° 21' 47" E, a distance of 1436.41 feet to a 1/2-inch iron rod with a plastic cap stamped "BCG" set for a point of curvature,
6. with the arc of a curve to the left, having a radius of 6179.58 feet, an arc distance of 246.28 feet, and a chord which bears N 18° 13' 04" E, a distance of 246.26 feet to a 1/2-inch iron rod with a plastic cap stamped "BCG" set for a point of tangency,
7. N 17° 04' 43" E, a distance of 225.64 feet to a 1/2-inch iron rod with a plastic cap stamped "BCG" set for a northwest corner of the tract described herein,
8. N 88° 07' 40" E, a distance of 1618.53 feet to a 1/2-inch iron rod with a plastic cap stamped "BCG" set for a re-entrant corner, and
9. N 01° 48' 26" W, a distance of 922.01 feet to a 1/2-inch iron rod found at a re-entrant corner in the north line of the said 983.99 acre tract, for the southerly southwest corner of a certain tract of land described in a deed to Texas-Lehigh Cement Company of record in Volume 609, Page 843, Real Property Records of Hays County, Texas, for the northerly northwest corner of the tract described herein, from which a 1/2-inch iron rod with a plastic cap stamped "BCG" set for the northerly northeast corner of the said 983.99 acre tract and for a re-entrant corner in the west line of the said Texas-Lehigh Cement Company tract bears N 01° 48' 26" W, a distance of 869.97 feet, and from said 1/2-inch iron rod with a plastic cap stamped "BCG" set, a 1/2-inch iron rod found in the north line of the said 983.99 acre tract and the south line of the said Texas-Lehigh Cement Company tract bears S 88° 07' 40" W, a distance of 22.55 feet;

THENCE N 88° 09' 34" E, with the north line of the said 983.99 acre tract and the south line of the said Texas-Lehigh Cement Company tract, with the north line of the tract described herein, a distance of 516.32 feet to a 1/2-inch iron rod with a plastic cap stamped "BCG" set for the northerly northeast corner of the tract described herein, from which a calculated point in the curving west right-of-way line of F.M. Highway 1626, being a certain called 28.91 acre tract described in a deed to the City of Kyle, Texas, of record in Volume

1871, Page 236, Official Public Records of Hays County, Texas bears N 88° 09' 34" E, a distance of 500.07 feet, and from said calculated point, a Texas Department of Transportation (TXDOT) Type 2 right-of-way marker found bears N 03° 01' 08" E, a distance of 0.55 feet;

THENCE leaving the south line of the said Texas-Lehigh Cement Company tract, crossing the said 983.99 acre tract, with the east and south lines of the tract described herein, the following nineteen (19) courses and distances:

1. with the arc of a curve to the left, having a radius of 3464.79 feet, an arc distance of 1139.26 feet, and a chord which bears S 12° 07' 40" E, a distance of 1134.13 feet to a 1/2-inch iron rod with a plastic cap stamped "BCG" set for a point of tangency,
2. S 21° 32' 51" E, a distance of 1391.43 feet to a 1/2-inch iron rod with a plastic cap stamped "BCG" set for a point of curvature,
3. with the arc of a curve to the right, having a radius of 2264.79 feet, an arc distance of 915.45 feet, and a chord which bears S 09° 58' 04" E, a distance of 909.23 feet to a 1/2-inch iron rod with a plastic cap stamped "BCG" set for the easterly southeast corner of the tract described herein,
4. S 82° 22' 26" W, at a distance of 480.93 feet passing a 1/2-inch iron rod with a plastic cap stamped "Chaparral Boundary" found and continuing for a total distance of 610.78 feet to a 1/2-inch iron rod with a plastic cap stamped "Chaparral Boundary" found at an angle point,
5. N 47° 15' 44" W, a distance of 538.63 feet to a 1/2-inch iron rod with a plastic cap stamped "Chaparral Boundary" found at an angle point,
6. S 47° 53' 10" W, a distance of 93.75 feet to a 1/2-inch iron rod with a plastic cap stamped "Chaparral Boundary" found at an angle point,
7. S 44° 44' 47" W, a distance of 259.46 feet to a 1/2-inch iron rod with a plastic cap stamped "Chaparral Boundary" found at an angle point,
8. S 54° 50' 52" W, a distance of 110.19 feet to a 1/2-inch iron rod with a plastic cap stamped "Chaparral Boundary" found at an angle point,
9. S 60° 11' 22" W, a distance of 72.39 feet to a 1/2-inch iron rod with a plastic cap stamped "Chaparral Boundary" found at an angle point,
10. S 43° 07' 49" W, a distance of 67.72 feet to a 1/2-inch iron rod with a plastic cap stamped "Chaparral Boundary" found at an angle point,
11. S 45° 36' 55" W, a distance of 316.61 feet to a 1/2-inch iron rod with a plastic cap stamped "Chaparral Boundary" found at an angle point,
12. S 27° 58' 58" W, at a distance of 4.51 feet passing a 1/2-inch iron rod with a plastic cap stamped "Chaparral Boundary" found and continuing for a total distance of 4.93 feet to a calculated point for an angle point,
13. S 73° 20' 14" W, a distance of 4.89 feet to a 1/2-inch iron rod with a plastic cap stamped "BCG" set for a re-entrant corner,
14. S 12° 27' 56" W, a distance of 448.13 feet to a 1/2-inch iron rod with a plastic cap stamped "BCG" set for an angle point,

15. S 12° 33' 58" W, a distance of 413.82 feet to a 1/2-inch iron rod with a plastic cap stamped "BCG" set for an angle point,
16. S 20° 39' 46" W, a distance of 412.04 feet to a 1/2-inch iron rod with a plastic cap stamped "BCG" set for an angle point,
17. S 28° 43' 08" W, a distance of 349.81 feet to a 1/2-inch iron rod with a plastic cap stamped "BCG" set for an angle point,
18. S 33° 32' 22" W, a distance of 340.44 feet to a 1/2-inch iron rod with a plastic cap stamped "BCG" set for an angle point, and
19. S 00° 29' 00" E, a distance of 715.18 feet to a 1/2-inch iron rod with a plastic cap stamped "BCG" set in the north right-of-way line of said Kohler's Crossing (County Road 171) and the north line of the said 1.171 acre tract, for the southeast corner of the tract described herein, from which a 1/2-inch iron rod with a plastic cap stamped "BCG" set at an angle point in the north right-of-way line of said Kohler's Crossing (County Road 171) and the north line of the said 1.171 acre tract bears N 87° 19' 58" E, a distance of 27.10 feet;

THENCE with the north right-of-way line of said Kohler's Crossing (County Road 171), and the north line of the said 1.171 acre tract, with the south line of the tract described herein, the following eight (8) courses and distances:

1. S 87° 19' 58" W, a distance of 283.45 feet to a 1/2-inch iron rod with a plastic cap stamped "LAI" previously set for an angle point,
2. S 87° 12' 01" W, a distance of 37.39 feet to a 1/2-inch iron rod with a plastic cap stamped "LAI" previously set for an angle point,
3. N 02° 56' 00" W, a distance of 9.33 feet to a 1/2-inch iron rod with a plastic cap stamped "LAI" previously set for an angle point,
4. S 87° 04' 00" W, a distance of 150.00 feet to a 1/2-inch iron rod with a plastic cap stamped "LAI" previously set for an angle point;
5. S 02° 56' 00" E, a distance of 9.06 feet to a 1/2-inch iron rod with a plastic cap stamped "LAI" previously set for an angle point,
6. S 86° 58' 28" W, a distance of 450.68 feet to a 1/2-inch iron rod with a plastic cap stamped "BCG" set for an angle point;
7. S 86° 50' 31" W, a distance of 322.43 feet to a 1/2-inch iron rod with a plastic cap stamped "BCG" set for an angle point, and
8. S 87° 01' 11" W, a distance of 392.04 feet to the **POINT OF BEGINNING** and containing 324.250 acres of land, more or less.

BEARING BASIS: Texas Coordinate System, South Central Zone, NAD83, Grid.

BOWMAN WORD FILE: FN1626R2(en)

H:\Survey\FieldNotes\FN-1600s\FN1626R2(en).doc

Exhibit A - 1

THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS
COUNTY OF TRAVIS §

That I, John D. Barnard, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a series of surveys made on the ground during the months of July through October 2014, under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, on this 26th day of August 2016 A.D.

Bowman Consulting Group, Ltd.
Austin, Texas 78746




John D. Barnard
Registered Professional Land Surveyor
No. 5749 - State of Texas

EXHIBIT A-2

TRACT 2 DESCRIPTION

51.48-Ac.
M.M. McCarver Sur. No. 4, A-10,
Hays County, Texas

EXHIBIT A

Job No. 5549-01-001
FN1627(en)
Page 1 of 2

FIELD NOTES DESCRIPTION

DESCRIPTION OF 51.48 ACRES OF LAND IN THE M.M. MCCARVER LEAGUE NUMBER 4, A-10, HAYS COUNTY, TEXAS; BEING A PORTION OF THE REMAINDER OF A CERTAIN 983.99 ACRE TRACT DESIGNATED AS TRACT 2 OF EXHIBIT "A" AND DESCRIBED IN THE DEED WITHOUT WARRANTY TO MOUNTAIN PLUM, LTD. OF RECORD IN VOLUME 2297, PAGE 139, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS; SAID 51.48 ACRES OF LAND AS SURVEYED BY BOWMAN CONSULTING GROUP, LTD. BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a calculated point in the east right-of-way line of R.M. 2770 (Old Austin-San Marcos Road), a variable width right-of-way, for the northwest corner of the said 983.99 acre tract and for the west corner of a certain tract of land described in a deed to Texas-Lehigh Cement Company of record in Volume 609, Page 643, Real Property Records of Hays County, Texas, from which a 1/2-inch iron rod found bears N 88°07'40" E, a distance of 0.60 feet;

THENCE N 88°07'40" E, leaving the east right-of-way line of said R.M. 2770 (Old Austin-San Marcos Road), with the north line of the said 983.99 acre tract and a south line of the said Texas-Lehigh Cement Company tract, a distance of 551.74 feet to a 1/2-inch iron rod with a plastic cap stamped "BCG" set for the northwest corner and **POINT OF BEGINNING** of the tract described herein;

THENCE N 88°07'40" E, continuing with north line of the said 983.99 acre tract and the south line of the said Texas-Lehigh Cement Company tract, with the north line of the tract described herein, at a distance of 622.93 feet, passing a 1/2-inch iron rod found, and continuing for a total distance of 645.48 feet to a 1/2-inch iron rod with a plastic cap stamped "BCG" set for the northerly northeast corner of the said 983.99 acre tract and for a re-entrant corner in the west line of the said Texas-Lehigh Cement Company tract, for the northeast corner of the tract described herein;

THENCE S 01°48'26" E, with the east line of the said 983.99 acre tract and the west line of the said Texas-Lehigh Cement Company tract, with the east line of the tract described herein, a distance of 999.97 feet to a 1/2-inch iron rod found at a re-entrant corner in the east line of the said 983.99 acre tract being the southwest corner of the said Texas-Lehigh Cement Company tract for a point-on-line in the east line of the tract described herein, from which a calculated point in the curving west right-of-way line of F.M. 1626, being a certain called 28.91 acre tract described in a deed to the City of Kyle, Texas, of record in Volume 1871, Page 236, Official Public Records of Hays County, Texas bears N 88°06'34" E, a distance of 1016.39 feet, and from said calculated point, a Texas Department of Transportation (TXDOT) Type 2 right-of-way marker found bears N 03°01'08" E, a distance of 0.55 feet;

THENCE crossing the said 983.99 acre tract, with the east, south, and west lines of the tract described herein, the following five (5) courses and distances:

1. S 01°48'28" E, a distance of 922.01 feet to a 1/2-inch iron rod with a plastic cap stamped "BCG" set for the southeast corner of the tract described herein,
2. S 88°07'40" W, a distance of 1618.53 feet to a 1/2-inch iron rod with a plastic cap stamped "BCG" set for the southwest corner of the tract described herein,
3. N 17°04'43" E a distance of 1116.23 feet to a 1/2-inch iron rod with a plastic cap stamped "BCG" set for a point of curvature,
4. with the arc of a curve to the right, having a radius of 695.92 feet, an arc distance of 289.41 feet, and a chord which bears N 29°24'58" E, a distance of 297.11 feet to a 1/2-inch iron rod with a plastic cap stamped "BCG" set for a point of tangency, and
5. N 41°39'39" E, a distance of 665.35 feet to the **POINT OF BEGINNING** and containing 51.48 acres of land, more or less.

Bowman Consulting | 3101 Bee Cave Road, Suite 100 | Austin, TX 78746 | P: 512.327.1190
TBPE Firm No. 14309 | TBPLS Firm No. 161206-00

51.48-Ac.
M.M. McCarver Sur. No. 4, A-10,
Hays County, Texas

Job No. 5549-01-001
FN1827(en)
Page 2 of 2

BEARING BASIS: Texas Coordinate System, South Central Zone, NAD83, Grid.

BOWMAN WORD FILE: FN1827(en)
H:\Survey\FieldNotes\FN-1600s\FN1827(en).doc

THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS
COUNTY OF TRAVIS §

That I, John D. Barnard, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a series of surveys made on the ground during the month of July 2014, under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, on this 31st day of July 2014 A.D.

Bowman Consulting Group, Ltd.
Austin, Texas 78748



John D. Barnard
Registered Professional Land Surveyor
No. 5748 – State of Texas



Bowman Consulting | 3101 Bee Cave Road, Suite 100 | Austin, TX 78746 | P: 512.327.1180
TBPE Firm No. 14309 | TBPLS Firm No. 101208-00

TRACT 3 DESCRIPTION

10.869-Ac.
M.M. McCarver Sur. No. 4, A-10,
John Cooper Survey No. 13, A-100
Hays County, Texas

"Exhibit A-3"

Job No. 6549-01-001
FN1756(on)
Page 1 of 4

FIELD NOTES DESCRIPTION

DESCRIPTION OF 10.869 ACRES OF LAND IN THE M.M. MCCARVER LEAGUE NUMBER 4, A-10, AND THE JOHN COOPER SURVEY NUMBER 13, A-100, HAYS COUNTY, TEXAS; BEING A PORTION OF A CERTAIN CALLED 14.42 ACRE TRACT DESIGNATED AS TRACT TWO: AREA 14, AND DESCRIBED IN THE SPECIAL WARRANTY DEED WITH VENDOR'S LIEN TO PC OPERATING PARTNERS, LTD. OF RECORD IN VOLUME 5233, PAGE 170, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS; SAID 10.869 ACRES OF LAND AS SURVEYED BY BOWMAN CONSULTING GROUP, LTD., AND SHOWN ON THE ACCOMPANYING SKETCH, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2-inch iron rod with a plastic cap stamped "LAF" previously set in the north right-of-way line of Kohler's Crossing (County Road 171), a visible width right-of-way, for the northwest corner of a certain called 1.171 acre tract designated as Parcel 3, Tract 1, and described in a deed to the City of Kyle, Texas, of record in Volume 3220, Page 508, Official Public Records of Hays County, Texas, same being the southerly southwest corner of the said 14.42 acre tract;

THENCE N 87°01'11" E, with the north right-of-way line of said Kohler's Crossing and the north line of the said 1.171 acre tract, with the south line of the said 14.42 acre tract, a distance of 562.26 feet to a 3/4-inch iron rod with a plastic cap stamped "BCG" set, for the southerly southwest corner and POINT OF BEGINNING of the tract described herein;

THENCE leaving the north right-of-way line of said Kohler's Crossing and the north line of the said 1.171 acre tract, crossing the said 14.42 acre tract, with the west and south lines of the tract described herein, the following four (4) courses and distances:

1. N 02°55'49" W, a distance of 283.01 feet to a 3/4-inch iron rod with a plastic cap stamped "BCG" set for a re-entrant corner,
2. S 87°01'11" W, a distance of 252.57 feet to a 3/4-inch iron rod with a plastic cap stamped "BCG" set for a point-of-curvature,
3. with the arc of a curve to the right, having a radius of 585.00 feet, an arc distance of 190.97 feet, and a chord which bears N 63°37'41" W, a distance of 180.13 feet to a 3/4-inch iron rod with a plastic cap stamped "BCG" set for a point-of-tangency, and
4. N 74°16'34" W, a distance of 73.76 feet to a 3/4-inch iron rod with a plastic cap stamped "BCG" set in the east right-of-way line of R.M. Highway No. 2770, in the west line of the said 14.42 acre tract, same being the east line of a certain called 1.863 acre tract designated as Exhibit A, Parcel No. 1, and described in a deed to the State of Texas of record in Volume 1076, Page 205, Official Public Records of Hays County, Texas, for the westerly southwest corner of the tract described herein, from which a 3/4-inch iron rod with a plastic cap stamped "BCG" previously set in the east right-of-way line of said R.M. Highway No. 2770, for a point-of-curvature in the west line of the said 14.42 acre tract and the east line of the said 1.863 acre tract bears S 15°44'17" W, a distance of 112.47 feet;

THENCE with the east right-of-way line of said R.M. 2770 and the east line of the said 1.863 acre tract, with the west line of the said 14.42 acre tract, and with the west line of the tract described herein, the following two (2) courses and distances:

1. N 15°44'17" E, a distance of 504.10 feet to a Texas Department of Transportation (TXDOT) Type 2 right-of-way marker found for a point-of-curvature, and
2. with the arc of a curve to the left, having a radius of 2970.17 feet, an arc distance of 4.01 feet, and a chord which bears N 15°41'07" E, a distance of 4.01 feet to a 1/2-inch iron rod with a plastic cap stamped "BCG" previously set for a point-on-line in the curving east right-of-way line of said R.M. 2770 and the east line of the said 1.863 acre tract, for the northwest corner of the said 14.42 acre tract, and the northeast corner of the tract described herein, from which a Texas Department of Transportation (TXDOT) Type 2 right-of-way marker found at a point-of-tangency in the east right-of-way line of said R.M. 2770 and the east line of the said 1.863 acre tract bears with the arc of a curve to the left, having a

Bowman Consulting | 3101 Bee Cave Road, Suite 100 | Austin, TX 78746 | P: 512.327.1160
TBPE Firm No. 14309 | TBPLS Firm No. 101206-00

radius of 2970.17 feet, an arc distance of 298.47 feet, and a chord which bears N 12°48'04" E, a distance of 298.34 feet;

THENCE leaving the east right-of-way line of said R.M. 2770 and the east line of the said 1.863 acre tract, with the north and east lines of the said 14.42 acre tract and of the tract described herein, the following two (2) courses and distances:

1. N 88°23'03" E, at a distance of 418.49 feet, passing a 1/2-inch iron rod with a plastic cap stamped "BCG" previously set for a point-on-line, and continuing for a total distance of 767.32 feet to a 1/2-inch iron rod with a plastic cap stamped "BCG" previously set for the northeast corner of the said 14.42 acre tract, and the northeast corner of the tract described herein, and
2. S 12°30'54" W, a distance of 810.89 feet to a 1/2-inch iron rod with a plastic cap stamped "BCG" previously set in the north right-of-way line of said Kohler's Crossing and the north line of the said 1.171 acre tract, for the southeast corner of the said 14.42 acre tract and the southeast corner of the tract described herein, from which a 1/2-inch iron rod with a plastic cap stamped "BCG" previously set for an angle point in the north right-of-way line of said Kohler's Crossing and the north line of the said 1.171 acre tract bears N 87°01'11" E, a distance of 382.04 feet;

THENCE S 87°01'11" W, with the north right-of-way line of said Kohler's Crossing and the north line of the said 1.171 acre tract, with the south line of the said 14.42 acre tract, and the south line of the tract described herein, a distance of 203.51 feet to the POINT OF BEGINNING and containing 10.869 acres of land, more or less.

BEARING BASIS: Texas Coordinate System, South Central Zone, NAD83, Grid.
BOWMAN WORD FILE: FN1755(en)
H:\Survey_Fields\Notes\FN-1700s\FN1755(en).doc

THE STATE OF TEXAS §
COUNTY OF TRAVIS § KNOW ALL MEN BY THESE PRESENTS

That I, John D. Bernard, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a series of surveys made on the ground during the months of July and August 2014, under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, on this 29th day of August 2015 A.D.

Bowman Consulting Group, Ltd.
Austin, Texas 78746



[Signature]
John D. Bernard
Registered Professional Land Surveyor
No. 5749 - State of Texas

TRACT 4 DESCRIPTION



Professional Land Surveying, Inc.
Surveying and Mapping

Office: 512-443-1724
Fax: 512-389-0943

3500 McCall Lane
Austin, Texas 78744

**2.581 ACRES
HAYS COUNTY, TEXAS**

A DESCRIPTION OF 2.581 ACRES (APPROXIMATELY 112,437 SQ. FT.) IN THE MORTON M. McCARVER SURVEY NO. 4, ABSTRACT NO. 10, HAYS COUNTY, TEXAS, BEING A PORTION OF A 983.99 ACRE TRACT DESCRIBED IN A DEED TO MOUNTAIN PLUM, LTD. RECORDED IN VOLUME 2297, PAGE 139 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS; SAID 2.581 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" rebar with "BCG" cap found for an angle point in the east line of a 329.46 acre tract described in a deed to PC Operating Partners, Ltd. recorded in Volume 5233, Page 155 of the Official Public Records of Hays County, Texas, which (said east line) severs said 983.99 acre tract, the 329.46 acres being a portion of the 983.99 acre tract, from which a calculated point for the southeast corner of the 983.99 acre tract bears South 38°56'53" East, a distance of 3591.27 feet, and a 1/2" rebar with "BCG" cap found for a point of curvature in said east line bears North 9°57'58" West, a chord distance of 909.20 feet;

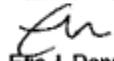
THENCE crossing the 983.99 acre tract, the following two (2) courses and distances:

1. South 3°42'40" West, a distance of 476.82 feet to a 1/2" rebar with "Chaparral" cap set;
2. North 47°15'44" West, a distance of 607.08 feet to a 1/2" rebar with "Chaparral" cap set in said east line, from which a 1/2" rebar with "BCG" cap found for an angle point in said east line bears South 82°22'29" West, a distance of 530.29 feet;

THENCE North 82°22'29" East, with said east line, a distance of 481.00 feet to the **POINT OF BEGINNING**, containing 2.581 acres of land, more or less.

Surveyed on the ground July 11, 2016. Bearing Basis: The Texas Coordinate System of 1983 (NAD83), South Central Zone, based on GPS solutions from the Texas Cooperative RTK Network.

Attachments: Drawing 625-003-SWAP2.

 7/15/16
Eric J. Dannheim Date
Registered Professional Land Surveyor
State of Texas No. 6075
TBPLS Firm No. 10124500



704330.1)

Exhibit "A-4" - 1

EXHIBIT A-2 – IMPROVEMENT AREA #1 LEGAL DESCRIPTION

Hays County, Texas
M.M. McCarver League No. 4, Abstract No. 10

PID 1 ~ 123.086 Acres
Page 1 of 4

FIELD NOTES DESCRIPTION

DESCRIPTION OF 123.086 ACRES OF LAND IN THE M.M. McCARVER LEAGUE NO. 4, ABSTRACT NO. 10, HAYS COUNTY, TEXAS; BEING A PORTION OF A CERTAIN CALLED 324.250 ACRE TRACT OF LAND DESIGNATED AS TRACT 1 AND A PORTION OF A CERTAIN CALLED 10.869 ACRE TRACT OF LAND DESIGNATED AS TRACT 3, BOTH DESCRIBED IN THE SPECIAL WARRANTY DEED WITH VENDOR'S LIEN TO LENNAR HOMES OF TEXAS LAND AND CONSTRUCTION, LTD. OF RECORD IN INSTRUMENT NO. 16029226, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, AND ALSO BEING ALL OF A CERTAIN CALLED 0.421 OF ONE ACRE TRACT OF LAND DESCRIBED IN THE STREET DEED TO THE CITY OF KYLE OF RECORD IN INSTRUMENT NO. 20000733, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, AND ALSO BEING ALL OF PLUM CREEK PHASE 2, SECTION 1, A SUBDIVISION ACCORDING TO THE MAP OR PLAT OF RECORD IN INSTRUMENT NO. 20042677, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS; SAID 123.086 ACRES OF LAND, AS SURVEYED BY LANDDEV CONSULTING, LLC, AND SHOWN ON THE ACCOMPANYING SKETCH, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a ½-inch iron rod with a plastic cap stamped "BCG" found in the north right-of-way line of Kohler's Crossing (County Road 171), a variable-width right-of-way, in the north line of a certain called 1.171 acre tract designated as Tract 1, being a portion of a certain called 2.163 acre tract described in the Special Warranty Deed Dedication of Right-of-Way to the City of Kyle, Texas, of record in Volume 3220, Page 508, Official Public Records of Hays County, Texas, at the southerly southeast corner of the said 324.250 acre tract, same being the southeast corner of said Plum Creek Phase 2, Section 1, at the southwest corner of a certain called 0.2754 of one acre described in the Special Warranty Deed to the City of Kyle of record in Instrument No. 20020541, Official Public Records of Hays County, Texas, for the southeast corner and **POINT OF BEGINNING** of the tract described herein;

THENCE, with the north right-of-way line of Kohler's Crossing, with the north line of the said 1.171 acre tract, with the southerly south line of the said 324.250 acre tract, with the south line of said Plum Creek Phase 2, Section 1, with a south line of the said 10.869 acre tract, with the south line of the said 0.421 acre tract, with the south line of the tract described herein, the following eight (8) courses and distances:

1. S 87°20'02" W, at a distance of 28.20 feet pass a ½-inch iron rod with a plastic cap stamped "LANDDEV" previously set in the intersecting west right-of-way line of San Juan, a variable-width right-of-way, as shown on said Plum Creek Phase 2, Section 1 and the north right-of-way line of said Kohler's Crossing, at the easterly southeast corner of Lot 19, Block "A", said Plum Creek Phase 2, Section 1, and continuing a total distance of 283.51 feet to a ½-inch iron rod with a plastic cap stamped "BCG" found at an angle point,
2. S 87°15'30" W, a distance of 37.35 feet to a ½-inch iron rod with a plastic cap stamped "BCG" found at an angle point,
3. N 02°41'42" W, a distance of 9.35 feet to a ½-inch iron rod with a plastic cap stamped "BCG" found at an angle point,
4. S 87°01'34" W, a distance of 150.02 feet to a ½-inch iron rod with a plastic cap stamped "LAI" found at an angle point,
5. S 03°07'07" E, a distance of 9.09 feet to a ½-inch iron rod with a plastic cap stamped "LAI" found at an angle point,
6. S 86°59'25" W, a distance of 450.74 feet to a ½-inch iron rod with a plastic cap stamped "BCG" found at an angle point,
7. S 86°49'54" W, at a distance of 96.47 feet pass a ½-inch iron rod with a plastic cap stamped "LANDDEV" previously set at the intersecting north right-of-way line of said Kohler's Crossing and the west right-of-way line of Sanders, a variable-width right-of-way, as shown on said Plum Creek Phase 2, Section 1, and continuing for a total distance of 322.35 feet to a ½-inch iron rod with a plastic cap stamped "BCG" found at an angle point, and
8. S 87°01'16" W, at a distance of 392.12 feet pass a calculated point for the southerly southwest corner of the said 324.250 acre tract, same being the southeast corner of the said 10.869 acre tract, at a distance of 525.63 feet pass a ½-inch iron rod with a plastic cap stamped "LANDDEV" previously set for the southeast corner of the said 0.421

LandDev Consulting, LLC • 5508 Highway 290 West, Suite 150, Austin, TX 78735 • (512) 872-6696
TBPE Firm No. 16384 | TBPLS Firm No. 10194101

acre tract, and continuing for a total distance of 595.63 feet to a ½-inch iron rod with a plastic cap stamped "LANDEV" previously set for the southwest corner of the said 0.421 acre tract, same being the southerly southwest corner of the said 10.869 acre tract, for the southeast corner of Lot 1, Block "A", Plum Creek Phase II, Northwest Business Park, a subdivision according to the map or plat of record in Instrument No. 17042348, Official Public Records of Hays County, Texas, for the southerly southwest corner of the tract described herein, from which a ½-inch iron rod with a plastic cap stamped "LAI" found at the intersecting north right-of-way line of said Kohler's Crossing and the east right-of-way line of R.M. 2770, also known as Jack C. Hays Trail, a variable width right-of-way, at the southwest corner of said Lot 1, Block "A", Plum Creek Phase II, Northwest Business Park, same being the northwest corner of the said 1.171 acre tract bears S 87°01'16" W, a distance of 562.19 feet;

THENCE, leaving the north right-of-way line of Kohler's Crossing, leaving the north line of the said 1.171 acre tract, with the west line of the said 0.421 acre tract, with the east and north lines of said Lot 1, Block "A", Plum Creek Phase II, Northwest Business Park, with a west and south line of the said 10.869 acre tract, with a west and south line of the tract described herein, the following four (4) courses and distances:

1. N 02°58'42" W, a distance of 263.91 feet to a ½-inch iron rod with a plastic cap stamped "BCG" found at a re-entrant corner of the said 10.869 acre tract, at the northwest corner of the said 0.421 acre tract, same being the northeast corner of said Lot 1, Block "A", Plum Creek Phase II, Northwest Business Park, for a re-entrant corner of the tract described herein,
2. S 87°00'54" W, a distance of 252.57 feet to a calculated point for a point-of-curvature,
3. with the arc of a curve to the right, having a radius of 585.00 feet, an arc distance of 191.02 feet, and a chord which bears N 83°38'01" W, a distance of 190.17 feet to a calculated point for a point-of-tangency, and
4. N 74°16'51" W, a distance of 73.75 feet to a ½-inch iron rod with a plastic cap stamped "BCG" found in the east right-of-way line of R.M. 2770, also known as Jack C. Hays Trail, at the westerly southwest corner of the said 10.869 acre tract, same being the northwest corner of said Lot 1, Block "A", Plum Creek Phase II, Northwest Business Park, for the westerly southwest corner of the tract described herein;

THENCE, with the east right-of-way line of R.M. 2770, also known as Jack C. Hays Trail, with a west line of the said 10.869 acre tract, with a west line of the said 324.250 acre tract, with a west line of the tract described herein, the following five (5) courses and distances:

1. N 15°43'39" E, a distance of 504.22 feet to a Texas Department of Transportation (TXDOT) Type 2 right-of-way marker (disk set in concrete) found at a point-of-curvature,
2. with the arc of a curve to the left, having a radius of 2,970.17 feet, an arc distance of 3.86 feet, and a chord which bears N 18°06'54" E, a distance of 3.86 feet to a ½-inch iron rod with a plastic cap stamped "BCG" found at the northwest corner of the said 10.869 acre tract, same being the westerly southwest corner of the said 324.250 acre tract,
3. continuing with the arc of a curve to the left, having a radius of 2,970.17 feet, an arc distance of 298.57 feet, and a chord which bears N 12°45'19" E, a distance of 298.45 feet to a TXDOT Type 2 marker found at a point-of-tangency,
4. N 09°53'12" E, a distance of 1,255.39 feet to a TXDOT Type 2 marker found at a point-of-curvature, and
5. with the arc of a curve to the right, having a radius of 5,659.58 feet, an arc distance of 264.54 feet, and a chord which bears N 11°13'16" E, a distance of 264.52 feet to a TXDOT Type 2 marker found at a point-of-tangency in the east right-of-way line of said F.M. 2770, also known as Jack C. Hays Trail, at a point-of-tangency in the east line of the said 1.663 acre tract, at a northwest corner of the said 324.250 acre tract, for a northwest corner of the tract described herein;

THENCE S 77°26'02" E, leaving the east right-of-way line of R.M. 2770, also known as Jack C. Hays Trail, with a north line of the said 324.250 acre tract, with a north line of the tract described herein, a distance of 400.12 feet to a calculated point for a re-entrant corner in the west line of the said 324.250 acre tract, for an angle point in the north line of the tract described herein;

THENCE, crossing the said 324.250 acre tract, with a north line of the tract described herein, the following nine (9) courses and distances:

1. S 75°57'03" E, a distance of 20.01 feet to a calculated angle point,
2. S 21°57'26" E, a distance of 93.05 feet to a calculated angle point,
3. S 09°53'14" W, a distance of 82.50 feet to a calculated angle point,
4. S 80°06'46" E, a distance of 103.43 feet to a calculated angle point,
5. S 09°53'14" W, a distance of 150.00 feet to a calculated angle point,
6. S 80°06'46" E, a distance of 44.12 feet to a calculated point-of-curvature,
7. with the arc of a curve to the left, having a radius of 15.00 feet, an arc distance of 23.56 feet, and a chord which bears N 54°53'14" E, a distance of 21.21 feet to a calculated point for a non-tangent end of curve,
8. S 80°06'46" E, a distance of 92.50 feet to a calculated angle point, and
9. S 09°53'14" W, a distance of 63.37 feet to a ½-inch iron rod with a plastic cap stamped "LANDEV" previously set for the northwest corner of Lot 5, Block "G", said Plum Creek Phase 2, Section 1, for an angle point in the north line of the tract described herein;

THENCE, continuing across the said 324.250 acre tract, with the north line of said Plum Creek Phase 2, Section 1, continuing with northern line of the tract described herein, the following ten (10) courses and distances:

1. N 82°11'26" E, a distance of 159.98 feet to a ½-inch iron rod with a plastic cap stamped "LANDEV" previously set for an angle point,
2. S 76°03'31" E, a distance of 84.20 feet to a ½-inch iron rod with a plastic cap stamped "LANDEV" previously set for an angle point,
3. S 54°18'28" E, a distance of 107.54 feet to a ½-inch iron rod with a plastic cap stamped "LANDEV" previously set for an angle point,
4. S 20°51'57" E, a distance of 79.51 feet to a ½-inch iron rod with a plastic cap stamped "LANDEV" previously set in the north line of Lot 12, Block "G", said Plum Creek Phase 2, Section 1, for the southeast corner of Lot 8, Block "G", said Plum Creek Phase 2, Section 1, for an angle point of the tract described herein,
5. N 68°20'34" E, a distance of 503.54 feet to a ½-inch iron rod with a plastic cap stamped "LANDEV" previously set for the common north corner of Lot 21 and Lot 22, Block "G", said Plum Creek Phase 2, Section 1, for an angle point of the tract described herein,
6. N 42°03'00" E, a distance of 61.35 feet to a ½-inch iron rod with a plastic cap stamped "LANDEV" previously set for the common north corner of Lot 22 and Lot 23, Block "G", said Plum Creek Phase 2, Section 1, for an angle point of the tract described herein,
7. N 68°20'25" E, a distance of 120.09 feet to a ½-inch iron rod with a plastic cap stamped "LANDEV" previously set for the common north corner of Lot 24 and Lot 25, Block "G", said Plum Creek Phase 2, Section 1, for an angle point of the tract described herein,
8. N 50°19'03" E, a distance of 476.39 feet to a ½-inch iron rod with a plastic cap stamped "LANDEV" previously set for an angle point,
9. N 60°18'32" E, a distance of 515.65 feet to a ½-inch iron rod with a plastic cap stamped "LANDEV" previously set for an angle point, and

10. S 40°20'07" E, a distance of 204.42 feet to a ½-inch iron rod with a plastic cap stamped "LANDEV" previously set in an east line of the said 324.250 acre tract, for the northeast corner of said Lot 25, Block "G", said Plum Creek Phase 2, Section 1, for the northeast corner of the tract described herein;

THENCE, with an east line of the said 324.250 acre tract, with the east line of said Plum Creek Phase 2, Section 1, with the east line of the tract described herein, the following six (6) courses and distances:

1. S 12°27'49" W, a distance of 433.06 feet to a ½-inch iron rod with a plastic cap stamped "BCG" found at an angle point,
2. S 12°33'30" W, a distance of 413.85 feet to a ½-inch iron rod with a plastic cap stamped "BCG" found at an angle point,
3. S 20°40'17" W, a distance of 412.04 feet to a ½-inch iron rod found at an angle point,
4. S 28°42'48" W, a distance of 349.90 feet to a ½-inch iron rod found at an angle point,
5. S 33°31'58" W, a distance of 340.39 feet to a ½-inch iron rod with a plastic cap stamped "BCG" found at an angle point, and
6. S 00°28'58" E, a distance of 715.15 feet to the **POINT OF BEGINNING** and containing 123.086 acres of land, more or less.

BEARING BASIS: Texas Coordinate System, South Central Zone, NAD83, Grid.

THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF TRAVIS

That I, Ernesto Navarrete, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the parcel of land described herein is based upon a survey performed upon the ground under my direct supervision during the months of January, May, August, and October 2019 and March and April 2021.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, this 28th day of June 2021 A.D.

LANDEV CONSULTING, LLC
5508 Highway 290 West, Suite 150
Austin, Texas 78735


Ernesto Navarrete
Registered Professional Land Surveyor
No. 6642 – State of Texas



EXHIBIT A-3 – MAJOR IMPROVEMENT AREA LEGAL DESCRIPTION

Comprised of a 164.403 acre tract and a 101.701 acre tract totaling 266.104 acres, as follows:

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

FIELD NOTES DESCRIPTION

DESCRIPTION OF 164.403 ACRES OF LAND IN THE M.M. McCARVER LEAGUE NO. 4, ABSTRACT NO. 10, HAYS COUNTY, TEXAS; BEING A PORTION OF A CERTAIN CALLED 324.250 ACRE TRACT OF LAND DESIGNATED AS TRACT 1 AND ALL OF A CERTAIN CALLED 2.581 ACRE TRACT OF LAND DESIGNATED AS TRACT 4, BOTH TRACTS DESCRIBED IN THE SPECIAL WARRANTY DEED WITH VENDOR'S LIEN TO LENNAR HOMES OF TEXAS LAND AND CONSTRUCTION, LTD. OF RECORD IN INSTRUMENT NO. 16029226, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS; SAID 164.403 ACRES OF LAND, AS SURVEYED BY LANDDEV CONSULTING, LLC, AND SHOWN ON THE ACCOMPANYING SKETCH, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a ½-inch iron rod with a plastic cap stamped "CHAPARRAL" found at the south corner of the said 2.581 acre tract, for the southeast corner and **POINT OF BEGINNING** of the tract described herein;

THENCE N 47°16'06" W, with the southwest line of the said 2.581 acre tract, with a southwest line of the tract described herein, a distance of 607.02 feet to a ½-inch iron rod with a plastic cap stamped "CHAPARRAL" found in a south line of the said 324.250 acre tract, at the northwest corner of the said 2.581 acre tract, for an angle point of the tract described herein;

THENCE S 82°23'39" W, with a south line of the said 324.250 acre tract, with a south line of the tract described herein, a distance of 129.82 feet to a ½-inch iron rod with a plastic cap stamped "CHAPARRAL" found at an angle point in a south line of the said 324.250 acre tract, at the southeast corner of a certain called 5.207 acre tract of land described in the Special Warranty Deed to Mountain Plum, Ltd. of record in Instrument No. 16029244, Official Public Records of Hays County, Texas, for an angle point in the south line of the tract described herein, acre tract;

THENCE, continuing with a south line of the said 324.250 acre tract, with the northeast and northwest lines of the said 5.207 acre tract, with the south line of the tract described herein, the following eight (8) courses and distances:

1. N 47°15'52" W, a distance of 538.62 feet to a ½-inch iron rod with a plastic cap stamped "CHAPARRAL" found at the north corner of the said 5.207 acre tract,
2. S 47°51'18" W, a distance of 93.76 feet to a ½-inch iron rod with a plastic cap stamped "CHAPARRAL" found at an angle point,
3. S 44°44'39" W, a distance of 259.50 feet to a ½-inch iron rod with a plastic cap stamped "CHAPARRAL" found at an angle point,
4. S 54°52'01" W, a distance of 110.12 feet to a ½-inch iron rod with a plastic cap stamped "CHAPARRAL" found at an angle point,
5. S 60°03'19" W, a distance of 72.51 feet to a ½-inch iron rod with a plastic cap stamped "CHAPARRAL" found at an angle point,
6. S 43°14'54" W, a distance of 67.64 feet to a ½-inch iron rod with a plastic cap stamped "CHAPARRAL" found at an angle point,
7. S 45°36'49" W, a distance of 316.57 feet to a ½-inch iron rod with a plastic cap stamped "CHAPARRAL" found at an angle point, and
8. S 28°05'57" W, at a distance of 4.53 feet pass a ½-inch iron rod with a plastic cap stamped "CHAPARRAL" found for reference, and continuing for a total distance of 4.95 feet to a calculated angle point in a south line of the said 324.250 acre tract, at the southwest corner of the said 5.207 acre tract, for an angle point in the south line of the tract described herein

THENCE, continuing with a south line of the said 324.250 acre tract, with the south line of the tract described herein, the following two (2) courses and distances:

1. S 73°19'55" W, a distance of 4.92 feet to a ½-inch iron rod with a plastic cap stamped "BCG" found at an angle point, and

LandDev Consulting, LLC • 5508 Highway 290 West, Suite 150, Austin, TX 78735 • (512) 872-6696
TBPE Firm No. 16384 | TBPLS Firm No. 10194101

2. S 12°27'49" W, a distance of 15.00 feet to a ½-inch iron rod with a plastic cap stamped "LANDDEV" previously set for the northeast corner of Lot 25, Block "G", Plum Creek Phase 2, Section 1, a subdivision according to the map or plat of record in Instrument No. 20042677, Official Public Records of Hays County, Texas, for an angle point in the south line of the tract described herein;

THENCE, crossing the said 324.250 acre tract, with the north line of the said Plum Creek Phase 2, Section 1 subdivision, with the north line of said Block "G", Plum Creek Phase 2, Section 1, continuing with the south line of the tract described herein, the following ten (10) courses and distances:

1. N 40°20'07" W, a distance of 204.42 feet to a ½-inch iron rod with a plastic cap stamped "LANDDEV" previously set for an angle point,
2. S 60°18'32" W, a distance of 515.65 feet to a ½-inch iron rod with a plastic cap stamped "LANDDEV" previously set for an angle point of the tract described herein,
3. S 50°19'03" W, a distance of 476.39 feet to a ½-inch iron rod with a plastic cap stamped "LANDDEV" previously set for the common north corner of Lot 24 and Lot 25, Block "G", said Plum Creek Phase 2, Section 1, and for an angle point of the tract described herein,
4. S 68°20'25" W, a distance of 120.09 feet to a ½-inch iron rod with a plastic cap stamped "LANDDEV" previously set for the common north corner of Lot 22 and Lot 23, Block "G", said Plum Creek Phase 2, Section 1, and for an angle point of the tract described herein,
5. S 42°03'00" W, a distance of 61.35 feet to a ½-inch iron rod with a plastic cap stamped "LANDDEV" previously set for the common north corner of Lot 21 and Lot 22, Block "G", said Plum Creek Phase 2, Section 1, and for an angle point of the tract described herein,
6. S 68°20'34" W, a distance of 503.54 feet to a ½-inch iron rod with a plastic cap stamped "LANDDEV" previously set for the southeast corner of Lot 8, Block "G", said Plum Creek Phase 2, Section 1, and for an angle point of the tract described herein,
7. N 20°51'57" W, a distance of 79.51 feet to a ½-inch iron rod with a plastic cap stamped "LANDDEV" previously set for an angle point,
8. N 54°18'28" W, a distance of 107.54 feet to a ½-inch iron rod with a plastic cap stamped "LANDDEV" previously set for an angle point,
9. N 76°03'31" W, a distance of 84.20 feet to a ½-inch iron rod with a plastic cap stamped "LANDDEV" previously set for an angle point, and
10. S 82°11'26" W, a distance of 159.98 feet to a ½-inch iron rod with a plastic cap stamped "LANDDEV" previously set for the northwest corner of Lot 5, Block "G", said Plum Creek Phase 2, Section 1, for an angle point of the tract described herein;

THENCE, leaving the north line of the said Plum Creek Phase 2, Section 1 Subdivision, continuing across the said 324.250 acre tract, continuing with the south line of the tract described herein, the following nine (9) courses and distances:

1. N 09°53'14" E, a distance of 63.37 feet to a calculated angle point,
2. N 80°06'46" W, a distance of 92.50 feet to a calculated point at the beginning of a non-tangent curve,
3. with the arc of a curve to the right, having a radius of 15.00 feet, an arc distance of 23.56 feet, and a chord which bears S 54°53'14" W, a distance of 21.21 feet to a calculated point-of-tangency,
4. N 80°06'46" W, a distance of 44.12 feet to a calculated angle point,
5. N 09°53'14" E, a distance of 150.00 feet to a calculated angle point,

LandDev Consulting, LLC • 5508 Highway 290 West, Suite 150, Austin, TX 78735 • (512) 872-6696
TBPE Firm No. 16384 | TBPLS Firm No. 10194101

6. N 80°06'46" W, a distance of 103.43 feet to a calculated angle point,
7. N 09°53'14" E, a distance of 82.50 feet to a calculated angle point,
8. N 21°57'26" W, a distance of 93.05 feet to a calculated angle point, and
9. N 75°57'03" W, a distance of 20.01 feet to a calculated point for a re-entrant corner of the said 324.250 acre tract, for a southwest corner of the tract described herein, from which a Texas Department of Transportation (TXDOT) Type 2 right-of-way marker (disk set in concrete) found at a point-of-curvature in the east right-of-way line of R.M. 2770, also known as Jack C. Hays Trail, a variable width right-of-way, at a point-of-curvature in the east line of a certain called 1.663 acre tract described in the Deed to the State of Texas of record in Volume 1076, Page 211, Official Public Records of Hays County, Texas, at a northwest corner of the said 324.250 acre tract bears N 77°26'02" W, a distance of 400.12 feet;

THENCE, with a west line of the said 324.250 acre tract, with the west line of the tract described herein, the following six (6) courses and distances:

1. N 12°33'23" E, a distance of 553.60 feet to a calculated point-of-curvature,
2. with the arc of a curve to the right, having a radius of 2,394.79 feet, an arc distance of 356.92 feet, and a chord which bears N 16°50'46" E, a distance of 356.59 feet to a calculated point for a non-tangent end of curve,
3. N 08°03'02" E, a distance of 107.72 feet to a ½-inch iron rod with a plastic cap stamped "BCG" found at an angle point,
4. N 19°21'17" E, a distance of 1436.60 feet to a ½-inch iron rod with a plastic cap stamped "BCG" found at a point-of-curvature,
5. with the arc of a curve to the left, having a radius of 6,179.58 feet, an arc distance of 246.17 feet, and a chord which bears N 18°16'04" E, a distance of 246.15 feet to a ½-inch iron rod with a plastic cap stamped "BCG" found at a point-of-tangency, and
6. N 17°04'40" E, a distance of 164.70 feet to a calculated point for the northwest corner of the tract described herein, from which a ½-inch iron rod with a plastic cap stamped "BCG" found at a northwest corner of the said 324.250 acre tract, same being the southwest corner of a certain called 51.48 acre tract of land designated as Tract 2 and described in the Special Warranty Deed to Lennar Homes of Texas Land and Construction, Ltd. of record in Instrument No. 16029226, Official Public Records of Hays County, Texas bears N 17°04'40" E, a distance of 60.93 feet,

THENCE, crossing the said 324.250 acre tract, with the north line of the tract described herein, the following nine (9) courses and distances:

1. S 50°45'44" E, a distance of 542.64 feet to a calculated angle point,
2. S 47°15'44" E, a distance of 1,098.12 feet to a calculated angle point,
3. N 36°18'47" E, a distance of 176.56 feet to a calculated point-of-curvature,
4. with the arc of a curve to the right, having a radius of 845.91 feet, an arc distance of 574.78 feet, and a chord which bears N 55°46'52" E, a distance of 563.79 feet to a calculated point-of-tangency,
5. N 75°24'38" E, a distance of 42.57 feet to a calculated point-of-curvature,
6. with the arc of a curve to the left, having a radius of 53.13 feet, an arc distance of 35.26 feet, and a chord which bears N 53°33'30" E, a distance of 34.62 feet to a calculated point of reverse curvature,
7. with the arc of a curve to the right, having a radius of 73.50 feet, an arc distance of 112.13 feet, and a chord which bears N 75°24'42" E, a distance of 101.57 feet to a calculated point of reverse curvature,

8. with the arc of a curve to the left, having a radius of 46.50 feet, an arc distance of 35.47 feet, and a chord which bears S 82°44'11" E, a distance of 34.62 feet to a calculated point-of-tangency, and
9. N 75°24'38" E, a distance of 530.10 feet to a calculated point in the west line of Lot 2, Plum Creek Phase II, Uptown North Subdivision, a subdivision according to the map or plat recorded in Instrument No. 19044530, Official Public Records of Hays County, Texas, in an east line of the said 324.250 acre tract, for the northeast corner of the tract described herein, from which a ½-inch iron rod with a plastic cap stamped "BCG" found at a point-of-curvature in an east line of the said 324.250 acre tract and the west line of said Lot 2, Plum Creek Phase II, Uptown North Subdivision bears N 21°33'07" W, a distance of 412.42 feet;

THENCE, with an east line of the said 324.250 acre tract, with the west line of the said Plum Creek Phase II, Uptown North Subdivision, with the east line of the tract described herein, the following two (2) courses and distances:

1. S 21°33'07" E, a distance of 978.97 feet to a ½-inch iron rod with a plastic cap stamped "BCG" found at a point-of-curvature, and
2. with the arc of a curve to the right, having a radius of 2,264.79 feet, at an arc distance of 153.53 feet, passing a ½-inch iron rod with a plastic cap stamped "BCG" found at the southwest corner of Lot 1, said Plum Creek Phase II, Uptown North Subdivision, and continuing for a total arc distance of 915.52 feet, and a chord which bears S 09°58'06" E, a distance of 909.30 feet to a ½-inch iron rod with a plastic cap stamped "BCG" found at the easterly southeast corner of the said 324.250 acre tract, same being the northeast corner of the said 2.581 acre tract, for a point-of-tangency of the tract described herein;

THENCE S 03°43'02" W, with the east line of the said 2.581 acre tract, continuing with the east line of the tract described herein, a distance of 476.72 feet to the **POINT OF BEGINNING** and containing 164.403 acres of land, more or less

BEARING BASIS: Texas Coordinate System, South Central Zone, NAD83, Grid.

THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF TRAVIS

That I, Ernesto Navarrete, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the parcel of land described herein is based upon a survey performed upon the ground under my direct supervision during the months of January, May, August, and October 2019 and March and April 2021.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, this 28th day of June 2021 A.D.

LANDDEV CONSULTING, LLC
5508 Highway 290 West, Suite 150
Austin, Texas 78735


Ernesto Navarrete
Registered Professional Land Surveyor
No. 6642 – State of Texas



FIELD NOTES DESCRIPTION

DESCRIPTION OF 101.701 ACRES OF LAND IN THE M.M. MCCARVER LEAGUE NO. 4, ABSTRACT NO. 10, HAYS COUNTY, TEXAS; BEING A PORTION OF A CERTAIN CALLED 324.250 ACRE TRACT OF LAND DESIGNATED AS TRACT 1 AND ALL OF A CERTAIN CALLED 51.48 ACRE TRACT OF LAND DESIGNATED AS TRACT 2, BOTH TRACTS DESCRIBED IN THE SPECIAL WARRANTY DEED WITH VENDOR'S LIEN TO LENNAR HOMES OF TEXAS LAND AND CONSTRUCTION, LTD. OF RECORD IN INSTRUMENT NO. 16029226, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS; SAID 101.701 ACRES OF LAND, AS SURVEYED BY LANDDEV CONSULTING, LLC, AND SHOWN ON THE ACCOMPANYING SKETCH, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a ½-inch iron rod with a plastic cap stamped "BCG" found in a south line of a certain tract of land described in the deed to Texas-Lehigh Cement Company of record in Volume 609, Page 843, Real Property Records of Hays County, Texas, at the northwest corner of the said 51.48 acre tract, for the northwest corner and **POINT OF BEGINNING** of the tract described herein;

THENCE N 88°07'20" E, with the north line of the said 51.48 acre tract and the south line of the said Texas-Lehigh Cement Company Tract, with a north line of the tract described herein, a distance of 645.49 feet to a ½-inch iron rod with a plastic cap stamped "BCG" found at the northeast corner of the said 51.48 acre tract, same being a re-entrant corner of the said Texas-Lehigh Cement Company Tract, for the most northerly northeast corner of the tract described herein;

THENCE S 01°48'52" E, with the east line of the said 51.48 acre tract and a west line of the said Texas-Lehigh Cement Company Tract, a distance of 870.21 feet to a ½-inch iron rod found at an angle point in the east line of the said 51.48 acre tract, at the most northerly northwest corner of the said 324.250 acre tract, same being a southwest corner of the said Texas-Lehigh Cement Company Tract, for a re-entrant corner of the tract described herein;

THENCE N 88°08'29" E, leaving the east line of the said 51.48 acre tract, with a north line of the said 324.250 acre tract and a south line of the said Texas-Lehigh Cement Company Tract, with a north line of the tract described herein, a distance of 516.30 feet to a ½-inch iron rod with a plastic cap stamped "BCG" found at the northeast corner of the said 324.250 acre tract, same being the northwest corner of Lot 3, Plum Creek Phase II, Uptown North Subdivision, a subdivision according to the map or plat of record in Instrument No. 19044530, Official Public Records of Hay County, Texas, for the most easterly northeast corner of the tract described herein;

THENCE, leaving a south line of the said Texas-Lehigh Cement Company Tract, with an east line of the said 324.250 acre tract, with the west line of Plum Creek Phase II, Uptown North Subdivision, with an east line of the tract described herein, the following two (2) courses and distances:

1. with the arc of a curve to the left, having a radius of 3,464.79 feet, an arc distance of 1,139.23 feet, and a chord which bears S 12°07'32" E, a distance of 1,134.11 feet to a ½-inch iron rod with a plastic cap stamped "BCG" found at a point-of-tangency, and
2. S 21°33'07" E, a distance of 412.42 feet to a calculated point in the west line of Lot 2, said Plum Creek Phase II, Uptown North Subdivision, for the southeast corner of the tract described herein, from which a ½-inch iron rod with a plastic cap stamped "BCG" found at a point-of-curvature in an east line of the said 324.250 acre tract and in the west line of Lot 1, said Plum Creek Phase II, Uptown North Subdivision bears S 21°33'07" E, a distance of 978.97 feet;

THENCE, leaving the west line of Lot 2, said Plum Creek Phase II, Uptown North Subdivision, crossing the said 324.250 acre tract, with the south line of the tract described herein, the following nine (9) courses and distances:

1. S 75°24'38" W, a distance of 530.10 feet to a calculated point-of-curvature,
2. with the arc of a curve to the right, having a radius of 46.50 feet, an arc distance of 35.47 feet, and a chord which bears N 82°44'11" W, a distance of 34.62 feet to a calculated point of reverse curvature,
3. with the arc of a curve to the left, having a radius of 73.50 feet, an arc distance of 112.13 feet, and a chord which bears S 75°24'42" W, a distance of 101.57 feet to a calculated point of reverse curvature,

4. with the arc of a curve to the right, having a radius of 53.13 feet, an arc distance of 35.26 feet, and a chord which bears S 53°33'30" W, a distance of 34.62 feet to a calculated point-of-tangency,
5. S 75°24'38" W, a distance of 42.57 feet to a calculate point-of-curvature,
6. with the arc of a curve to the left, having a radius of 845.91 feet, an arc distance of 574.78 feet, and a chord which bears S 55°46'52" W, a distance of 563.79 feet to a calculated point-of-tangency,
7. S 36°18'47" W, a distance of 176.56 feet to a calculated angle point,
8. N 47°15'44" W, a distance of 1,098.12 feet to a calculated angle point, and
9. N 50°45'44" W, a distance of 542.64 feet to a calculated point in a west line of the said 324.250 acre tract, for the southwest corner of the tract described herein, from which a ½-inch iron rod with a plastic cap stamped "BCG" found at a point-of-curvature in a west line of the said 324.250 acre tract bears S 17°04'40" W, a distance of 164.70 feet;

THENCE N 17°04'40" E, with a west line of the said 324.250 acre tract, with the west line of the tract described herein, a distance of 60.93 feet to a ½-inch iron rod with a plastic cap stamped "BCG" found at the westerly northwest corner of the said 324.250 acre tract, same being the southwest corner of the said 51.48 acre tract, for an angle point in a west line of the tract described herein;

THENCE, with the west line of the said 51.48 acre tract, continuing with the west line of the tract described herein, the following three (3) courses and distances:

1. N 17°04'40" E, a distance of 1,116.29 feet to a ½-inch iron rod with a plastic cap stamped "BCG" found at a point of curvature,
2. with the arc of a curve to the right, having a radius of 695.92 feet, an arc distance of 299.48 feet, and a chord which bears N 29°24'45" E, a distance of 297.18 feet to a calculated point-of-tangency, and
3. N 41°39'41" E, a distance of 665.18 feet to the **POINT OF BEGINNING** and containing 101.701 acres of land, more or less.

BEARING BASIS: Texas Coordinate System, South Central Zone, NAD83, Grid.

THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF TRAVIS

That I, Ernesto Navarrete, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the parcel of land described herein is based upon a survey performed upon the ground under my direct supervision during the months of January, May, August, and October 2019 and March and April 2021.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, this 28th day of June 2021 A.D.

LANDDEV CONSULTING, LLC
5508 Highway 290 West, Suite 150
Austin, Texas 78735


Ernesto Navarrete
Registered Professional Land Surveyor
No. 6642 – State of Texas



LandDev Consulting, LLC • 5508 Highway 290 West, Suite 150, Austin, TX 78735 • (512) 872-6696
TBPE Firm No. 16384 | TBPLS Firm No. 10194101

EXHIBIT B-1 – DISTRICT BOUNDARY MAP

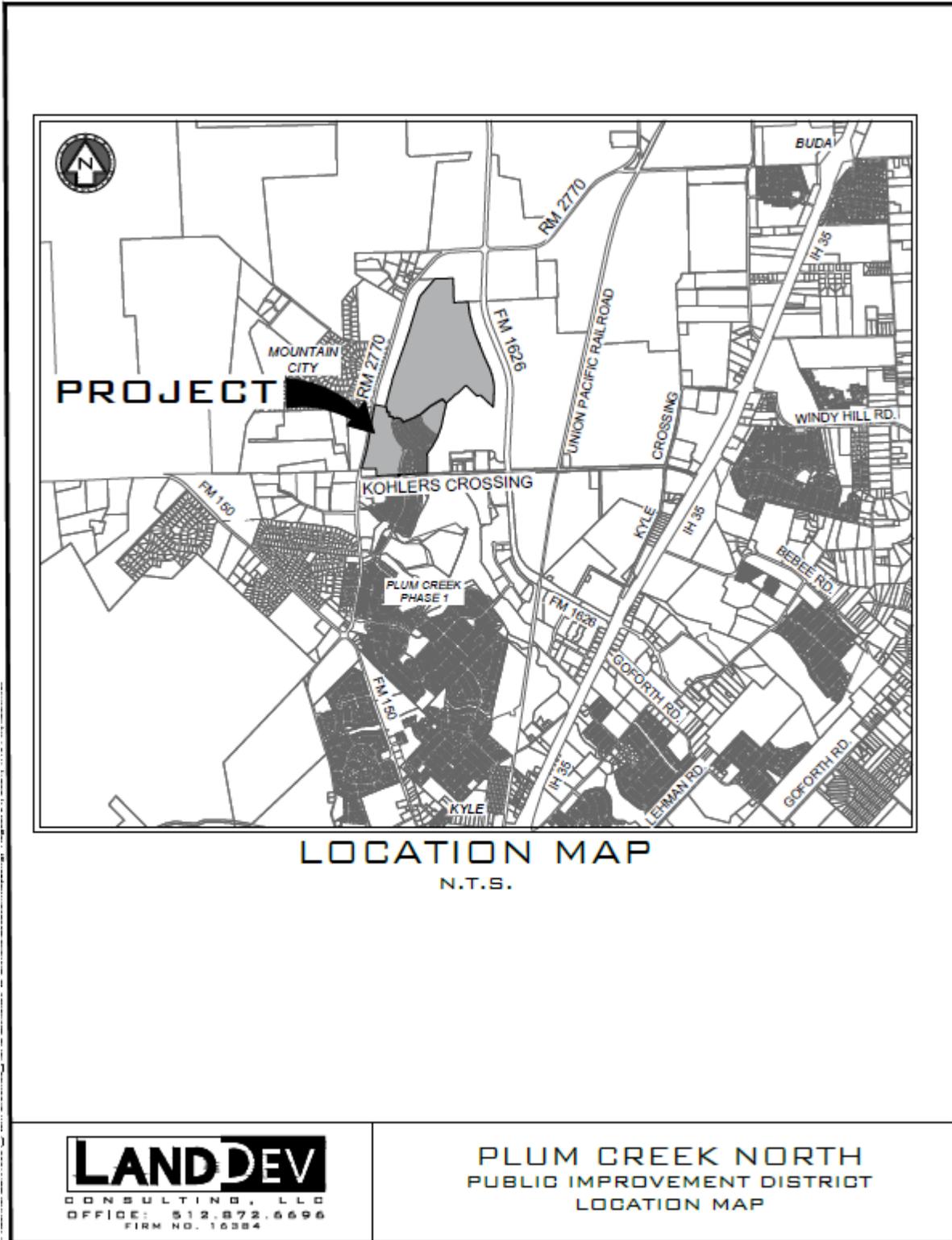
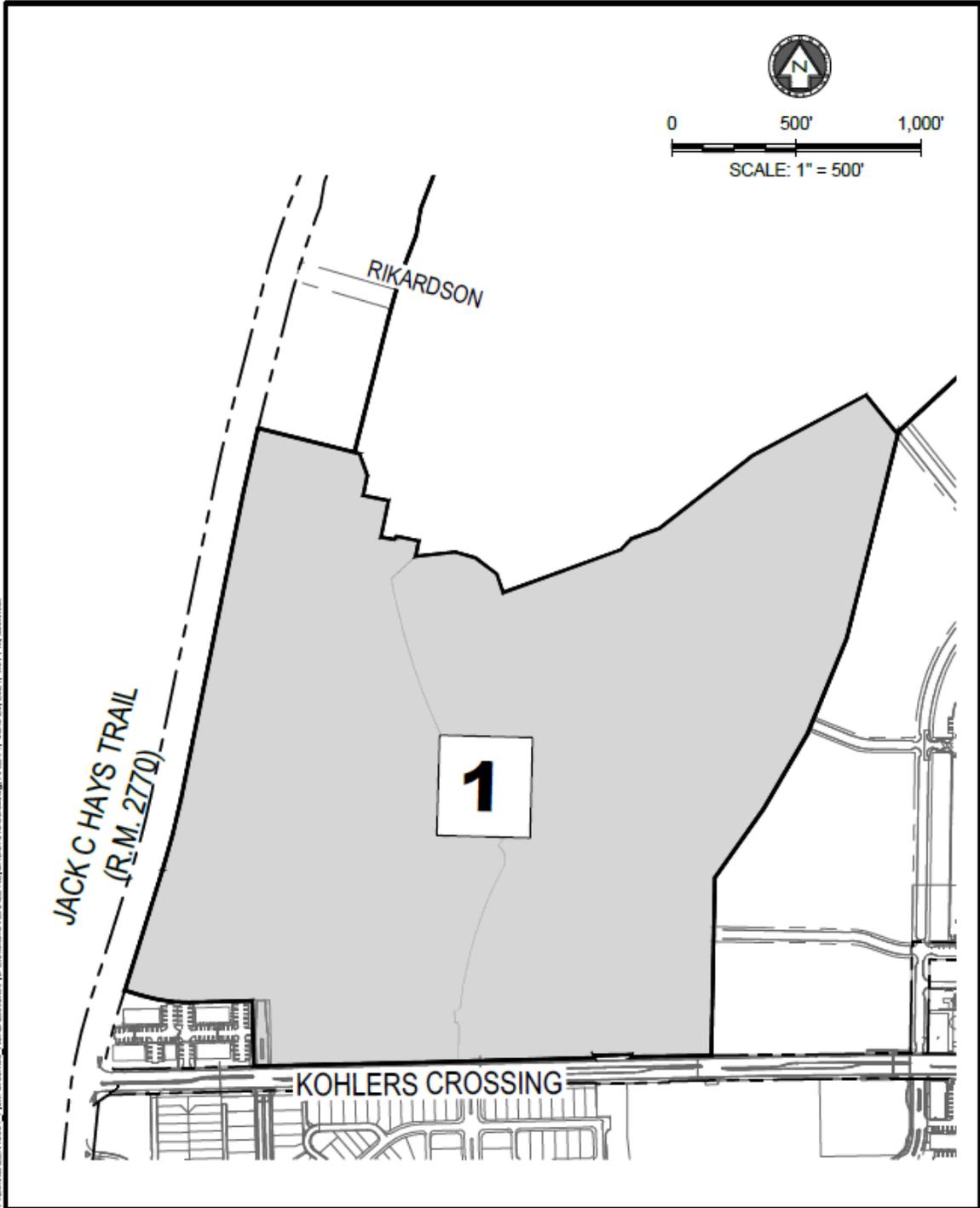


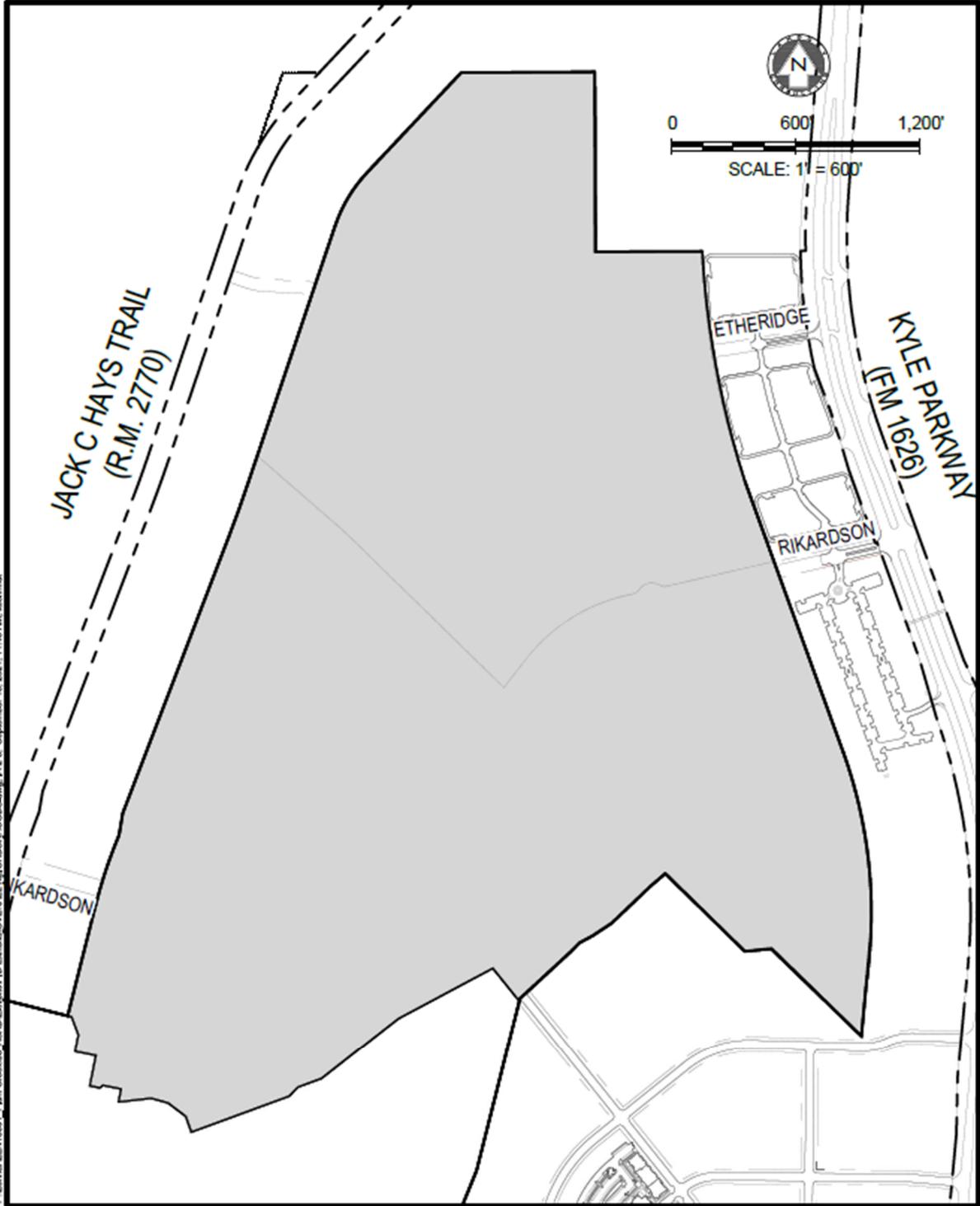
EXHIBIT B-2 – IMPROVEMENT AREA #1 BOUNDARY MAP



PLUM CREEK PHASE 2
NEIGHBORHOOD IMPROVEMENT AREA 1
KYLE, HAYS COUNTY, TEXAS
JUNE, 2021



EXHIBIT B-3 – MAJOR IMPROVEMENT AREA BOUNDARY MAP



PLUM CREEK PHASE 2
MAJOR IMPROVEMENT AREA
KYLE, HAYS COUNTY, TEXAS
SEPTEMBER, 2021



EXHIBIT C – AUTHORIZED IMPROVEMENTS

	Total Costs	Improvement Area #1 [a]	Major Improvement Area [a]
<i>Major Improvements [b]</i>			
Water	\$ 524,967	\$ 171,551	\$ 353,416
Wastewater	1,514,192	494,815	1,019,377
Detention	776,927	253,888	523,039
Clearing & Erosion Control	297,165	97,109	200,056
	\$ 3,113,251	\$ 1,017,364	\$ 2,095,887
<i>Improvement Area #1 Improvements</i>			
Water	\$ 1,904,089	\$ 1,904,089	\$ -
Wastewater	1,664,789	1,664,789	-
Drainage	3,563,862	3,563,862	-
Streets	3,530,060	3,530,060	-
Clearing & Erosion Control	1,345,247	1,345,247	-
Parks & Common Areas	3,622,769	3,622,769	-
Soft Costs	1,538,668	1,538,668	-
Contingency	2,163,484	2,163,484	-
	\$ 19,332,968	\$ 19,332,968	\$ -
<i>Bond Issuance Costs and District Formation Expenses</i>			
Debt Service Reserve Fund [c]	\$ 738,688	\$ 505,613	\$ 233,075
Capitalized Interest [c]	414,688	271,363	143,325
Underwriter Discount [c]	273,450	191,550	81,900
Cost of Issuance [c]	546,900	383,100	163,800
First Year Annual Collection Costs	60,000	42,030	17,970
	\$ 2,033,725	\$ 1,393,655	\$ 640,070
Total	\$ 24,479,944	\$ 21,743,986	\$ 2,735,958

Notes:

[a] Costs were determined by the Engineer's Report prepared by LandDev Consulting dated October 2021.

[b] Major Improvements are allocated between Improvement Area #1 and the Major Improvement Area on a pro rata basis based on Estimated Buildout Value as shown on **Exhibit K**. Soft costs associated with the Major Improvements are not PID eligible.

[c] The amounts shown for Bond Issuance Costs are estimates and are subject to change if PID Bonds are issued.

EXHIBIT D – SERVICE PLAN

Improvement Area #1						
Installments Due		1/31/2022	1/31/2023	1/31/2024	1/31/2025	1/31/2026
Principal		\$ -	\$ 220,000	\$ 230,000	\$ 240,000	\$ 250,000
Interest		271,363	271,363	262,013	252,238	242,038
Capitalized Interest		(271,363)	-	-	-	-
	(1)	\$ -	\$ 491,363	\$ 492,013	\$ 492,238	\$ 492,038
Annual Collection Costs	(2)	\$ -	\$ 42,030	\$ 42,870	\$ 43,728	\$ 44,602
Additional Interest [a]	(3)	\$ -	\$ -	\$ -	\$ -	\$ -
Total Annual Installment	(4) = (1) + (2) + (3)	\$ -	\$ 533,392	\$ 534,883	\$ 535,965	\$ 536,640

Major Improvement Area						
Installments Due		1/31/2022	1/31/2023	1/31/2024	1/31/2025	1/31/2026
Principal		\$ -	\$ 85,000	\$ 90,000	\$ 95,000	\$ 100,000
Interest		143,325	143,325	138,863	134,138	129,150
Capitalized Interest		(143,325)	-	-	-	-
	(1)	\$ -	\$ 228,325	\$ 228,863	\$ 229,138	\$ 229,150
Annual Collection Costs	(2)	\$ -	\$ 17,970	\$ 18,330	\$ 18,696	\$ 19,070
Additional Interest [a]	(3)	\$ -	\$ -	\$ -	\$ -	\$ -
Total Annual Installment	(4) = (1) + (2) + (3)	\$ -	\$ 246,295	\$ 247,192	\$ 247,834	\$ 248,220

[a] Additional Interest will be collected if PID Bonds are issued.

EXHIBIT E – SOURCES AND USES

	Improvement Area #1	Major Improvement Area
Sources of Funds		
Improvement Area #1 Reimbursement Obligation [a]	\$ 6,385,000	\$ -
Major Improvement Area Reimbursement Obligation [a]	-	2,730,000
Owner Contribution [b]	15,358,986	5,958
Total Sources	\$ 21,743,986	\$ 2,735,958
Uses of Funds		
Major Improvements	\$ 1,017,364	\$ 2,095,887
Improvement Area #1 Improvements	19,332,968	-
	<u>\$ 20,350,332</u>	<u>\$ 2,095,887</u>
<i>Bond Issuance Costs and District Formation Expenses</i>		
Debt Service Reserve Fund [c]	\$ 505,613	\$ 233,075
Capitalized Interest [c]	271,363	143,325
Underwriter Discount [c]	191,550	81,900
Cost of Issuance [c]	383,100	163,800
First Year Annual Collection Costs	42,030	17,970
	<u>\$ 1,393,655</u>	<u>\$ 640,070</u>
Total Uses	\$ 21,743,986	\$ 2,735,958

[a] Subject to reimbursement by Assessments.

[b] Not subject to reimbursement.

[c] The amounts shown for Bond Issuance Costs are estimates and are subject to change if PID Bonds are issued.

EXHIBIT F – IMPROVEMENT AREA #1 ASSESSMENT ROLL

Parcel ID	Legal Description	Lot Type	Improvement Area #1	
			Outstanding Assessment	Annual Installment Due 1/31/2022
R173059	PLUM CREEK PHASE 2 SEC 1 Lot ROW	Non-Benefited	\$ -	\$ -
R173060	PLUM CREEK PHASE 2 SEC 1 Lot 1	Non-Benefited	\$ -	\$ -
R173061	PLUM CREEK PHASE 2 SEC 1 Lot 2	Non-Benefited	\$ -	\$ -
R173062	PLUM CREEK PHASE 2 SEC 1 Lot 3	Non-Benefited	\$ -	\$ -
R173063	PLUM CREEK PHASE 2 SEC 1 Lot 4	Non-Benefited	\$ -	\$ -
R173064	PLUM CREEK PHASE 2 SEC 1 Lot 5	Non-Benefited	\$ -	\$ -
R173065	PLUM CREEK PHASE 2 SEC 1 Lot 6	Non-Benefited	\$ -	\$ -
R173066	PLUM CREEK PHASE 2 SEC 1 BLOCK A Lot 1	4	\$ 17,420.75	\$ -
R173067	PLUM CREEK PHASE 2 SEC 1 BLOCK A Lot 2	4	\$ 17,420.75	\$ -
R173068	PLUM CREEK PHASE 2 SEC 1 BLOCK A Lot 3	4	\$ 17,420.75	\$ -
R173069	PLUM CREEK PHASE 2 SEC 1 BLOCK A Lot 4	4	\$ 17,420.75	\$ -
R173070	PLUM CREEK PHASE 2 SEC 1 BLOCK A Lot 5	3	\$ 16,442.06	\$ -
R173071	PLUM CREEK PHASE 2 SEC 1 BLOCK A Lot 6	Non-Benefited	\$ -	\$ -
R173072	PLUM CREEK PHASE 2 SEC 1 BLOCK A Lot 7	3	\$ 16,442.06	\$ -
R173073	PLUM CREEK PHASE 2 SEC 1 BLOCK A Lot 8	4	\$ 17,420.75	\$ -
R173074	PLUM CREEK PHASE 2 SEC 1 BLOCK A Lot 9	3	\$ 16,442.06	\$ -
R173075	PLUM CREEK PHASE 2 SEC 1 BLOCK A Lot 10	2	\$ 15,854.84	\$ -
R173076	PLUM CREEK PHASE 2 SEC 1 BLOCK A Lot 11	3	\$ 16,442.06	\$ -
R173077	PLUM CREEK PHASE 2 SEC 1 BLOCK A Lot 12	Non-Benefited	\$ -	\$ -
R173078	PLUM CREEK PHASE 2 SEC 1 BLOCK A Lot 13	3	\$ 16,442.06	\$ -
R173079	PLUM CREEK PHASE 2 SEC 1 BLOCK A Lot 14	3	\$ 16,442.06	\$ -
R173080	PLUM CREEK PHASE 2 SEC 1 BLOCK A Lot 15	3	\$ 16,442.06	\$ -
R173081	PLUM CREEK PHASE 2 SEC 1 BLOCK A Lot 16	3	\$ 16,442.06	\$ -
R173082	PLUM CREEK PHASE 2 SEC 1 BLOCK A Lot 17	3	\$ 16,442.06	\$ -
R173083	PLUM CREEK PHASE 2 SEC 1 BLOCK A Lot 18	3	\$ 16,442.06	\$ -
R173084	PLUM CREEK PHASE 2 SEC 1 BLOCK A Lot 19	Non-Benefited	\$ -	\$ -
R173085	PLUM CREEK PHASE 2 SEC 1 BLOCK A Lot 20	3	\$ 16,442.06	\$ -
R173086	PLUM CREEK PHASE 2 SEC 1 BLOCK A Lot 21	3	\$ 16,442.06	\$ -
R173087	PLUM CREEK PHASE 2 SEC 1 BLOCK A Lot 22	3	\$ 16,442.06	\$ -
R173088	PLUM CREEK PHASE 2 SEC 1 BLOCK A Lot 23	3	\$ 16,442.06	\$ -
R173089	PLUM CREEK PHASE 2 SEC 1 BLOCK A Lot 24	3	\$ 16,442.06	\$ -
R173090	PLUM CREEK PHASE 2 SEC 1 BLOCK A Lot 25	3	\$ 16,442.06	\$ -
R173091	PLUM CREEK PHASE 2 SEC 1 BLOCK B Lot 1	3	\$ 16,442.06	\$ -
R173092	PLUM CREEK PHASE 2 SEC 1 BLOCK B Lot 2	3	\$ 16,442.06	\$ -
R173093	PLUM CREEK PHASE 2 SEC 1 BLOCK B Lot 3	3	\$ 16,442.06	\$ -
R173094	PLUM CREEK PHASE 2 SEC 1 BLOCK B Lot 4	3	\$ 16,442.06	\$ -
R173095	PLUM CREEK PHASE 2 SEC 1 BLOCK B Lot 5	3	\$ 16,442.06	\$ -
R173096	PLUM CREEK PHASE 2 SEC 1 BLOCK B Lot 6	3	\$ 16,442.06	\$ -
R173097	PLUM CREEK PHASE 2 SEC 1 BLOCK B Lot 7	3	\$ 16,442.06	\$ -
R173098	PLUM CREEK PHASE 2 SEC 1 BLOCK B Lot 8	3	\$ 16,442.06	\$ -
R173099	PLUM CREEK PHASE 2 SEC 1 BLOCK B Lot 9	3	\$ 16,442.06	\$ -
R173100	PLUM CREEK PHASE 2 SEC 1 BLOCK B Lot 10	3	\$ 16,442.06	\$ -

Parcel ID	Legal Description	Lot Type	Improvement Area #1	
			Outstanding Assessment	Annual Installment Due 1/31/2022
R173101	PLUM CREEK PHASE 2 SEC 1 BLOCK B Lot 11	3	\$ 16,442.06	\$ -
R173102	PLUM CREEK PHASE 2 SEC 1 BLOCK B Lot 12	3	\$ 16,442.06	\$ -
R173103	PLUM CREEK PHASE 2 SEC 1 BLOCK B Lot 13	3	\$ 16,442.06	\$ -
R173104	PLUM CREEK PHASE 2 SEC 1 BLOCK B Lot 14	3	\$ 16,442.06	\$ -
R173105	PLUM CREEK PHASE 2 SEC 1 BLOCK B Lot 15	3	\$ 16,442.06	\$ -
R173106	PLUM CREEK PHASE 2 SEC 1 BLOCK B Lot 16	3	\$ 16,442.06	\$ -
R173107	PLUM CREEK PHASE 2 SEC 1 BLOCK C Lot 1	3	\$ 16,442.06	\$ -
R173108	PLUM CREEK PHASE 2 SEC 1 BLOCK C Lot 2	3	\$ 16,442.06	\$ -
R173109	PLUM CREEK PHASE 2 SEC 1 BLOCK C Lot 3	3	\$ 16,442.06	\$ -
R173110	PLUM CREEK PHASE 2 SEC 1 BLOCK C Lot 4	3	\$ 16,442.06	\$ -
R173111	PLUM CREEK PHASE 2 SEC 1 BLOCK C Lot 5	3	\$ 16,442.06	\$ -
R173112	PLUM CREEK PHASE 2 SEC 1 BLOCK C Lot 6	3	\$ 16,442.06	\$ -
R173113	PLUM CREEK PHASE 2 SEC 1 BLOCK C Lot 7	3	\$ 16,442.06	\$ -
R173114	PLUM CREEK PHASE 2 SEC 1 BLOCK C Lot 8	3	\$ 16,442.06	\$ -
R173115	PLUM CREEK PHASE 2 SEC 1 BLOCK C Lot 9	Non-Benefited	\$ -	\$ -
R173116	PLUM CREEK PHASE 2 SEC 1 BLOCK D Lot 1	3	\$ 16,442.06	\$ -
R173117	PLUM CREEK PHASE 2 SEC 1 BLOCK D Lot 2	3	\$ 16,442.06	\$ -
R173118	PLUM CREEK PHASE 2 SEC 1 BLOCK D Lot 3	3	\$ 16,442.06	\$ -
R173119	PLUM CREEK PHASE 2 SEC 1 BLOCK D Lot 4	3	\$ 16,442.06	\$ -
R173120	PLUM CREEK PHASE 2 SEC 1 BLOCK D Lot 5	3	\$ 16,442.06	\$ -
R173121	PLUM CREEK PHASE 2 SEC 1 BLOCK D Lot 6	3	\$ 16,442.06	\$ -
R173122	PLUM CREEK PHASE 2 SEC 1 BLOCK D Lot 7	3	\$ 16,442.06	\$ -
R173123	PLUM CREEK PHASE 2 SEC 1 BLOCK D Lot 8	3	\$ 16,442.06	\$ -
R173124	PLUM CREEK PHASE 2 SEC 1 BLOCK D Lot 9	3	\$ 16,442.06	\$ -
R173125	PLUM CREEK PHASE 2 SEC 1 BLOCK D Lot 10	3	\$ 16,442.06	\$ -
R173126	PLUM CREEK PHASE 2 SEC 1 BLOCK D Lot 11	Non-Benefited	\$ -	\$ -
R173127	PLUM CREEK PHASE 2 SEC 1 BLOCK D Lot 12	3	\$ 16,442.06	\$ -
R173128	PLUM CREEK PHASE 2 SEC 1 BLOCK D Lot 13	3	\$ 16,442.06	\$ -
R173129	PLUM CREEK PHASE 2 SEC 1 BLOCK D Lot 14	3	\$ 16,442.06	\$ -
R173130	PLUM CREEK PHASE 2 SEC 1 BLOCK D Lot 15	3	\$ 16,442.06	\$ -
R173131	PLUM CREEK PHASE 2 SEC 1 BLOCK D Lot 16	3	\$ 16,442.06	\$ -
R173132	PLUM CREEK PHASE 2 SEC 1 BLOCK D Lot 17	3	\$ 16,442.06	\$ -
R173133	PLUM CREEK PHASE 2 SEC 1 BLOCK D Lot 18	3	\$ 16,442.06	\$ -
R173134	PLUM CREEK PHASE 2 SEC 1 BLOCK D Lot 19	3	\$ 16,442.06	\$ -
R173135	PLUM CREEK PHASE 2 SEC 1 BLOCK D Lot 20	3	\$ 16,442.06	\$ -
R173136	PLUM CREEK PHASE 2 SEC 1 BLOCK D Lot 21	3	\$ 16,442.06	\$ -
R173137	PLUM CREEK PHASE 2 SEC 1 BLOCK D Lot 22	3	\$ 16,442.06	\$ -
R173138	PLUM CREEK PHASE 2 SEC 1 BLOCK D Lot 23	Non-Benefited	\$ -	\$ -
R173139	PLUM CREEK PHASE 2 SEC 1 BLOCK E Lot 1	3	\$ 16,442.06	\$ -
R173140	PLUM CREEK PHASE 2 SEC 1 BLOCK E Lot 2	3	\$ 16,442.06	\$ -
R173141	PLUM CREEK PHASE 2 SEC 1 BLOCK E Lot 3	3	\$ 16,442.06	\$ -
R173142	PLUM CREEK PHASE 2 SEC 1 BLOCK E Lot 4	3	\$ 16,442.06	\$ -

Parcel ID	Legal Description	Lot Type	Improvement Area #1	
			Outstanding Assessment	Annual Installment Due 1/31/2022
R173143	PLUM CREEK PHASE 2 SEC 1 BLOCK E Lot 5	3	\$ 16,442.06	\$ -
R173144	PLUM CREEK PHASE 2 SEC 1 BLOCK E Lot 6	3	\$ 16,442.06	\$ -
R173145	PLUM CREEK PHASE 2 SEC 1 BLOCK E Lot 7	3	\$ 16,442.06	\$ -
R173146	PLUM CREEK PHASE 2 SEC 1 BLOCK E Lot 8	3	\$ 16,442.06	\$ -
R173147	PLUM CREEK PHASE 2 SEC 1 BLOCK E Lot 9	3	\$ 16,442.06	\$ -
R173148	PLUM CREEK PHASE 2 SEC 1 BLOCK E Lot 10	3	\$ 16,442.06	\$ -
R173149	PLUM CREEK PHASE 2 SEC 1 BLOCK E Lot 11	3	\$ 16,442.06	\$ -
R173150	PLUM CREEK PHASE 2 SEC 1 BLOCK E Lot 12	3	\$ 16,442.06	\$ -
R173151	PLUM CREEK PHASE 2 SEC 1 BLOCK E Lot 13	3	\$ 16,442.06	\$ -
R173152	PLUM CREEK PHASE 2 SEC 1 BLOCK E Lot 14	3	\$ 16,442.06	\$ -
R173153	PLUM CREEK PHASE 2 SEC 1 BLOCK E Lot 15	3	\$ 16,442.06	\$ -
R173154	PLUM CREEK PHASE 2 SEC 1 BLOCK E Lot 16	Non-Benefited	\$ -	\$ -
R173155	PLUM CREEK PHASE 2 SEC 1 BLOCK E Lot 17	2	\$ 15,854.84	\$ -
R173156	PLUM CREEK PHASE 2 SEC 1 BLOCK E Lot 18	2	\$ 15,854.84	\$ -
R173157	PLUM CREEK PHASE 2 SEC 1 BLOCK E Lot 19	2	\$ 15,854.84	\$ -
R173158	PLUM CREEK PHASE 2 SEC 1 BLOCK E Lot 20	2	\$ 15,854.84	\$ -
R173159	PLUM CREEK PHASE 2 SEC 1 BLOCK E Lot 21	2	\$ 15,854.84	\$ -
R173160	PLUM CREEK PHASE 2 SEC 1 BLOCK E Lot 22	2	\$ 15,854.84	\$ -
R173161	PLUM CREEK PHASE 2 SEC 1 BLOCK E Lot 23	2	\$ 15,854.84	\$ -
R173162	PLUM CREEK PHASE 2 SEC 1 BLOCK E Lot 24	3	\$ 16,442.06	\$ -
R173163	PLUM CREEK PHASE 2 SEC 1 BLOCK E Lot 25	3	\$ 16,442.06	\$ -
R173164	PLUM CREEK PHASE 2 SEC 1 BLOCK E Lot 26	3	\$ 16,442.06	\$ -
R173165	PLUM CREEK PHASE 2 SEC 1 BLOCK E Lot 27	3	\$ 16,442.06	\$ -
R173166	PLUM CREEK PHASE 2 SEC 1 BLOCK E Lot 28	3	\$ 16,442.06	\$ -
R173167	PLUM CREEK PHASE 2 SEC 1 BLOCK E Lot 29	3	\$ 16,442.06	\$ -
R173168	PLUM CREEK PHASE 2 SEC 1 BLOCK E Lot 30	3	\$ 16,442.06	\$ -
R173169	PLUM CREEK PHASE 2 SEC 1 BLOCK E Lot 31	3	\$ 16,442.06	\$ -
R173170	PLUM CREEK PHASE 2 SEC 1 BLOCK E Lot 32	3	\$ 16,442.06	\$ -
R173171	PLUM CREEK PHASE 2 SEC 1 BLOCK E Lot 33	Non-Benefited	\$ -	\$ -
R173172	PLUM CREEK PHASE 2 SEC 1 BLOCK F Lot 1	2	\$ 15,854.84	\$ -
R173173	PLUM CREEK PHASE 2 SEC 1 BLOCK F Lot 2	2	\$ 15,854.84	\$ -
R173174	PLUM CREEK PHASE 2 SEC 1 BLOCK F Lot 3	2	\$ 15,854.84	\$ -
R173175	PLUM CREEK PHASE 2 SEC 1 BLOCK F Lot 4	2	\$ 15,854.84	\$ -
R173176	PLUM CREEK PHASE 2 SEC 1 BLOCK F Lot 5	2	\$ 15,854.84	\$ -
R173177	PLUM CREEK PHASE 2 SEC 1 BLOCK F Lot 6	2	\$ 15,854.84	\$ -
R173178	PLUM CREEK PHASE 2 SEC 1 BLOCK F Lot 7	2	\$ 15,854.84	\$ -
R173179	PLUM CREEK PHASE 2 SEC 1 BLOCK F Lot 8	4	\$ 17,420.75	\$ -
R173180	PLUM CREEK PHASE 2 SEC 1 BLOCK F Lot 9	4	\$ 17,420.75	\$ -
R173181	PLUM CREEK PHASE 2 SEC 1 BLOCK F Lot 10	4	\$ 17,420.75	\$ -
R173182	PLUM CREEK PHASE 2 SEC 1 BLOCK F Lot 11	4	\$ 17,420.75	\$ -
R173183	PLUM CREEK PHASE 2 SEC 1 BLOCK F Lot 12	4	\$ 17,420.75	\$ -
R173184	PLUM CREEK PHASE 2 SEC 1 BLOCK F Lot 13	Non-Benefited	\$ -	\$ -

Parcel ID	Legal Description	Lot Type	Improvement Area #1	
			Outstanding Assessment	Annual Installment
				Due 1/31/2022
R173185	PLUM CREEK PHASE 2 SEC 1 BLOCK G Lot 1	Non-Benefited	\$ -	\$ -
R173186	PLUM CREEK PHASE 2 SEC 1 BLOCK G Lot 2	4	\$ 17,420.75	\$ -
R173187	PLUM CREEK PHASE 2 SEC 1 BLOCK G Lot 3	4	\$ 17,420.75	\$ -
R173188	PLUM CREEK PHASE 2 SEC 1 BLOCK G Lot 4	4	\$ 17,420.75	\$ -
R173189	PLUM CREEK PHASE 2 SEC 1 BLOCK G Lot 5	4	\$ 17,420.75	\$ -
R173190	PLUM CREEK PHASE 2 SEC 1 BLOCK G Lot 6	4	\$ 17,420.75	\$ -
R173191	PLUM CREEK PHASE 2 SEC 1 BLOCK G Lot 7	4	\$ 17,420.75	\$ -
R173192	PLUM CREEK PHASE 2 SEC 1 BLOCK G Lot 8	4	\$ 17,420.75	\$ -
R173193	PLUM CREEK PHASE 2 SEC 1 BLOCK G Lot 9	4	\$ 17,420.75	\$ -
R173194	PLUM CREEK PHASE 2 SEC 1 BLOCK G Lot 10	4	\$ 17,420.75	\$ -
R173195	PLUM CREEK PHASE 2 SEC 1 BLOCK G Lot 11	4	\$ 17,420.75	\$ -
R173196	PLUM CREEK PHASE 2 SEC 1 BLOCK G Lot 12	4	\$ 17,420.75	\$ -
R173197	PLUM CREEK PHASE 2 SEC 1 BLOCK G Lot 13	Non-Benefited	\$ -	\$ -
R173198	PLUM CREEK PHASE 2 SEC 1 BLOCK G Lot 14	4	\$ 17,420.75	\$ -
R173199	PLUM CREEK PHASE 2 SEC 1 BLOCK G Lot 15	4	\$ 17,420.75	\$ -
R173200	PLUM CREEK PHASE 2 SEC 1 BLOCK G Lot 16	4	\$ 17,420.75	\$ -
R173201	PLUM CREEK PHASE 2 SEC 1 BLOCK G Lot 17	4	\$ 17,420.75	\$ -
R173202	PLUM CREEK PHASE 2 SEC 1 BLOCK G Lot 18	4	\$ 17,420.75	\$ -
R173203	PLUM CREEK PHASE 2 SEC 1 BLOCK G Lot 19	4	\$ 17,420.75	\$ -
R173204	PLUM CREEK PHASE 2 SEC 1 BLOCK G Lot 20	4	\$ 17,420.75	\$ -
R173205	PLUM CREEK PHASE 2 SEC 1 BLOCK G Lot 21	4	\$ 17,420.75	\$ -
R173206	PLUM CREEK PHASE 2 SEC 1 BLOCK G Lot 22	4	\$ 17,420.75	\$ -
R173207	PLUM CREEK PHASE 2 SEC 1 BLOCK G Lot 23	4	\$ 17,420.75	\$ -
R173208	PLUM CREEK PHASE 2 SEC 1 BLOCK G Lot 24	4	\$ 17,420.75	\$ -
R173209	PLUM CREEK PHASE 2 SEC 1 BLOCK G Lot 25	Non-Benefited	\$ -	\$ -
R173210	PLUM CREEK PHASE 2 SEC 1 BLOCK H Lot 1	2	\$ 15,854.84	\$ -
R173211	PLUM CREEK PHASE 2 SEC 1 BLOCK H Lot 2	2	\$ 15,854.84	\$ -
R173212	PLUM CREEK PHASE 2 SEC 1 BLOCK H Lot 3	2	\$ 15,854.84	\$ -
R173213	PLUM CREEK PHASE 2 SEC 1 BLOCK H Lot 4	2	\$ 15,854.84	\$ -
R173214	PLUM CREEK PHASE 2 SEC 1 BLOCK H Lot 5	2	\$ 15,854.84	\$ -
R173215	PLUM CREEK PHASE 2 SEC 1 BLOCK H Lot 6	2	\$ 15,854.84	\$ -
R173216	PLUM CREEK PHASE 2 SEC 1 BLOCK H Lot 7	2	\$ 15,854.84	\$ -
R173217	PLUM CREEK PHASE 2 SEC 1 BLOCK H Lot 8	2	\$ 15,854.84	\$ -
R173218	PLUM CREEK PHASE 2 SEC 1 BLOCK H Lot 9	Non-Benefited	\$ -	\$ -
R173219	PLUM CREEK PHASE 2 SEC 1 BLOCK H Lot 10	3	\$ 16,442.06	\$ -
R173220	PLUM CREEK PHASE 2 SEC 1 BLOCK H Lot 11	3	\$ 16,442.06	\$ -
R173221	PLUM CREEK PHASE 2 SEC 1 BLOCK H Lot 12	3	\$ 16,442.06	\$ -
R173222	PLUM CREEK PHASE 2 SEC 1 BLOCK H Lot 13	3	\$ 16,442.06	\$ -
R173223	PLUM CREEK PHASE 2 SEC 1 BLOCK H Lot 14	3	\$ 16,442.06	\$ -
R173224	PLUM CREEK PHASE 2 SEC 1 BLOCK H Lot 15	3	\$ 16,442.06	\$ -
R173225	PLUM CREEK PHASE 2 SEC 1 BLOCK I Lot 1	3	\$ 16,442.06	\$ -
R173226	PLUM CREEK PHASE 2 SEC 1 BLOCK I Lot 2	3	\$ 16,442.06	\$ -

Parcel ID	Legal Description	Lot Type	Improvement Area #1	
			Outstanding Assessment	Annual Installment Due 1/31/2022
R173227	PLUM CREEK PHASE 2 SEC 1 BLOCK I Lot 3	3	\$ 16,442.06	\$ -
R173228	PLUM CREEK PHASE 2 SEC 1 BLOCK I Lot 4	3	\$ 16,442.06	\$ -
R173229	PLUM CREEK PHASE 2 SEC 1 BLOCK I Lot 5	3	\$ 16,442.06	\$ -
R173230	PLUM CREEK PHASE 2 SEC 1 BLOCK I Lot 6	3	\$ 16,442.06	\$ -
R173231	PLUM CREEK PHASE 2 SEC 1 BLOCK I Lot 7	3	\$ 16,442.06	\$ -
R173232	PLUM CREEK PHASE 2 SEC 1 BLOCK I Lot 8	3	\$ 16,442.06	\$ -
R173233	PLUM CREEK PHASE 2 SEC 1 BLOCK I Lot 9	3	\$ 16,442.06	\$ -
R173234	PLUM CREEK PHASE 2 SEC 1 BLOCK I Lot 10	Non-Benefited	\$ -	\$ -
R173235	PLUM CREEK PHASE 2 SEC 1 BLOCK I Lot 11	2	\$ 15,854.84	\$ -
R173236	PLUM CREEK PHASE 2 SEC 1 BLOCK I Lot 12	2	\$ 15,854.84	\$ -
R173237	PLUM CREEK PHASE 2 SEC 1 BLOCK I Lot 13	2	\$ 15,854.84	\$ -
R173238	PLUM CREEK PHASE 2 SEC 1 BLOCK I Lot 14	2	\$ 15,854.84	\$ -
R173239	PLUM CREEK PHASE 2 SEC 1 BLOCK I Lot 15	2	\$ 15,854.84	\$ -
R173240	PLUM CREEK PHASE 2 SEC 1 BLOCK I Lot 16	2	\$ 15,854.84	\$ -
R173241	PLUM CREEK PHASE 2 SEC 1 BLOCK I Lot 17	2	\$ 15,854.84	\$ -
R173242	PLUM CREEK PHASE 2 SEC 1 BLOCK I Lot 18	2	\$ 15,854.84	\$ -
R173243	PLUM CREEK PHASE 2 SEC 1 BLOCK I Lot 19	2	\$ 15,854.84	\$ -
R173244	PLUM CREEK PHASE 2 SEC 1 BLOCK I Lot 20	2	\$ 15,854.84	\$ -
R173245	PLUM CREEK PHASE 2 SEC 1 BLOCK J Lot 1	3	\$ 16,442.06	\$ -
R173246	PLUM CREEK PHASE 2 SEC 1 BLOCK J Lot 2	3	\$ 16,442.06	\$ -
R173247	PLUM CREEK PHASE 2 SEC 1 BLOCK J Lot 3	3	\$ 16,442.06	\$ -
R173248	PLUM CREEK PHASE 2 SEC 1 BLOCK J Lot 4	3	\$ 16,442.06	\$ -
R173249	PLUM CREEK PHASE 2 SEC 1 BLOCK J Lot 5	3	\$ 16,442.06	\$ -
R173250	PLUM CREEK PHASE 2 SEC 1 BLOCK J Lot 6	3	\$ 16,442.06	\$ -
R173251	PLUM CREEK PHASE 2 SEC 1 BLOCK J Lot 7	3	\$ 16,442.06	\$ -
R173252	PLUM CREEK PHASE 2 SEC 1 BLOCK J Lot 8	3	\$ 16,442.06	\$ -
R173253	PLUM CREEK PHASE 2 SEC 1 BLOCK J Lot 9	3	\$ 16,442.06	\$ -
R173254	PLUM CREEK PHASE 2 SEC 1 BLOCK J Lot 10	3	\$ 16,442.06	\$ -
R173255	PLUM CREEK PHASE 2 SEC 1 BLOCK J Lot 11	3	\$ 16,442.06	\$ -
R173256	PLUM CREEK PHASE 2 SEC 1 BLOCK J Lot 12	3	\$ 16,442.06	\$ -
R173257	PLUM CREEK PHASE 2 SEC 1 BLOCK J Lot 13	Non-Benefited	\$ -	\$ -
R173258	PLUM CREEK PHASE 2 SEC 1 BLOCK J Lot 14	3	\$ 16,442.06	\$ -
R173259	PLUM CREEK PHASE 2 SEC 1 BLOCK J Lot 15	3	\$ 16,442.06	\$ -
R173260	PLUM CREEK PHASE 2 SEC 1 BLOCK J Lot 16	3	\$ 16,442.06	\$ -
R173261	PLUM CREEK PHASE 2 SEC 1 BLOCK J Lot 17	3	\$ 16,442.06	\$ -
R173262	PLUM CREEK PHASE 2 SEC 1 BLOCK J Lot 18	3	\$ 16,442.06	\$ -
R173263	PLUM CREEK PHASE 2 SEC 1 BLOCK J Lot 19	3	\$ 16,442.06	\$ -
R173264	PLUM CREEK PHASE 2 SEC 1 BLOCK J Lot 20	3	\$ 16,442.06	\$ -
R173265	PLUM CREEK PHASE 2 SEC 1 BLOCK J Lot 21	3	\$ 16,442.06	\$ -
R173266	PLUM CREEK PHASE 2 SEC 1 BLOCK J Lot 22	3	\$ 16,442.06	\$ -
R173267	PLUM CREEK PHASE 2 SEC 1 BLOCK J Lot 23	3	\$ 16,442.06	\$ -
R173268	PLUM CREEK PHASE 2 SEC 1 BLOCK J Lot 24	3	\$ 16,442.06	\$ -

Parcel ID	Legal Description	Lot Type	Improvement Area #1	
			Outstanding Assessment	Annual Installment Due 1/31/2022
R173269	PLUM CREEK PHASE 2 SEC 1 BLOCK K Lot 1	Non-Benefited	\$ -	\$ -
R173270	PLUM CREEK PHASE 2 SEC 1 BLOCK K Lot 2	3	\$ 16,442.06	\$ -
R173271	PLUM CREEK PHASE 2 SEC 1 BLOCK K Lot 3	3	\$ 16,442.06	\$ -
R173272	PLUM CREEK PHASE 2 SEC 1 BLOCK K Lot 4	3	\$ 16,442.06	\$ -
R173273	PLUM CREEK PHASE 2 SEC 1 BLOCK K Lot 5	3	\$ 16,442.06	\$ -
R173274	PLUM CREEK PHASE 2 SEC 1 BLOCK K Lot 6	3	\$ 16,442.06	\$ -
R173275	PLUM CREEK PHASE 2 SEC 1 BLOCK K Lot 7	3	\$ 16,442.06	\$ -
R173276	PLUM CREEK PHASE 2 SEC 1 BLOCK K Lot 8	3	\$ 16,442.06	\$ -
R173277	PLUM CREEK PHASE 2 SEC 1 BLOCK K Lot 9	3	\$ 16,442.06	\$ -
R173278	PLUM CREEK PHASE 2 SEC 1 BLOCK K Lot 10	3	\$ 16,442.06	\$ -
R173279	PLUM CREEK PHASE 2 SEC 1 BLOCK K Lot 11	3	\$ 16,442.06	\$ -
R173280	PLUM CREEK PHASE 2 SEC 1 BLOCK K Lot 12	3	\$ 16,442.06	\$ -
R173281	PLUM CREEK PHASE 2 SEC 1 BLOCK K Lot 13	3	\$ 16,442.06	\$ -
R173282	PLUM CREEK PHASE 2 SEC 1 BLOCK K Lot 14	3	\$ 16,442.06	\$ -
R173283	PLUM CREEK PHASE 2 SEC 1 BLOCK K Lot 15	3	\$ 16,442.06	\$ -
R173284	PLUM CREEK PHASE 2 SEC 1 BLOCK K Lot 16	Non-Benefited	\$ -	\$ -
R146068	Improvement Area #1 Remainder Parcel		\$ 2,932,406.73	\$ -
R151283	Improvement Area #1 Remainder Parcel		\$ 119,357.07	\$ -
Total			\$ 6,385,000.00	\$ -

Note: For billing purposes only, until a plat has been recorded within the Improvement Area #1 Remainder Parcel, the Annual Installment will be billed to each Tax Parcel within the Improvement Area #1 Remainder Parcel based on the acreage of the Tax Parcel as calculated by the Hays Central Appraisal District.

EXHIBIT G – IMPROVEMENT AREA #1 ANNUAL INSTALLMENTS

Installment Due 1/31	Principal	Interest [a]	Annual Collection Costs	Additional Interest [b]	Capitalized Interest	Total Annual Installment
2022	\$ -	\$ 271,362.50	\$ -	\$ -	\$ (271,362.50)	\$ -
2023	220,000.00	271,362.50	42,029.62	-	-	533,392.12
2024	230,000.00	262,012.50	42,870.21	-	-	534,882.71
2025	240,000.00	252,237.50	43,727.62	-	-	535,965.12
2026	250,000.00	242,037.50	44,602.17	-	-	536,639.67
2027	265,000.00	231,412.50	45,494.21	-	-	541,906.71
2028	275,000.00	220,150.00	46,404.10	-	-	541,554.10
2029	285,000.00	208,462.50	47,332.18	-	-	540,794.68
2030	300,000.00	196,350.00	48,278.82	-	-	544,628.82
2031	315,000.00	183,600.00	49,244.40	-	-	547,844.40
2032	325,000.00	170,212.50	50,229.29	-	-	545,441.79
2033	340,000.00	156,400.00	51,233.87	-	-	547,633.87
2034	355,000.00	141,950.00	52,258.55	-	-	549,208.55
2035	370,000.00	126,862.50	53,303.72	-	-	550,166.22
2036	390,000.00	111,137.50	54,369.80	-	-	555,507.30
2037	405,000.00	94,562.50	55,457.19	-	-	555,019.69
2038	425,000.00	77,350.00	56,566.34	-	-	558,916.34
2039	445,000.00	59,287.50	57,697.66	-	-	561,985.16
2040	465,000.00	40,375.00	58,851.62	-	-	564,226.62
2041	485,000.00	20,612.50	60,028.65	-	-	565,641.15
Total	\$ 6,385,000.00	\$ 3,337,737.50	\$ 959,980.03	\$ -	\$ (271,362.50)	\$ 10,411,355.03

[a] Interest is calculated at a 4.25% rate for illustrative purposes.

[b] Additional Interest will be collected if PID Bonds are issued.

Note: The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.

EXHIBIT H – MAJOR IMPROVEMENT AREA ASSESSMENT ROLL

Parcel ID	Legal Description	Major Improvement Area	
		Outstanding Assessment	Annual Installment Due 1/31/2022
R151279	Major Improvement Area Initial Parcel	\$ 22,680.07	\$ -
R146069	Major Improvement Area Initial Parcel	\$ 452,371.13	\$ -
R146068	Major Improvement Area Initial Parcel	\$ 2,254,948.81	\$ -
Total		\$ 2,730,000.00	\$ -

Note: For billing purposes only, until a plat has been recorded within the Major Improvement Area Initial Parcel, the Annual Installment will be billed to each Tax Parcel within the Major Improvement Area Initial Parcel based on the acreage of the Tax Parcel as calculated by the Hays Central Appraisal District.

EXHIBIT I – MAJOR IMPROVEMENT AREA ANNUAL INSTALLMENTS

Installment Due 1/31	Principal	Interest [a]	Annual Collection Costs	Additional Interest [b]	Capitalized Interest	Total Annual Installment
2022	\$ -	\$ 143,325.00	\$ -	\$ -	\$ (143,325.00)	\$ -
2023	85,000.00	143,325.00	17,970.38	-	-	246,295.38
2024	90,000.00	138,862.50	18,329.79	-	-	247,192.29
2025	95,000.00	134,137.50	18,696.38	-	-	247,833.88
2026	100,000.00	129,150.00	19,070.31	-	-	248,220.31
2027	105,000.00	123,900.00	19,451.72	-	-	248,351.72
2028	110,000.00	118,387.50	19,840.75	-	-	248,228.25
2029	120,000.00	112,612.50	20,237.56	-	-	252,850.06
2030	125,000.00	106,312.50	20,642.32	-	-	251,954.82
2031	130,000.00	99,750.00	21,055.16	-	-	250,805.16
2032	140,000.00	92,925.00	21,476.27	-	-	254,401.27
2033	145,000.00	85,575.00	21,905.79	-	-	252,480.79
2034	155,000.00	77,962.50	22,343.91	-	-	255,306.41
2035	160,000.00	69,825.00	22,790.79	-	-	252,615.79
2036	170,000.00	61,425.00	23,246.60	-	-	254,671.60
2037	180,000.00	52,500.00	23,711.53	-	-	256,211.53
2038	190,000.00	43,050.00	24,185.76	-	-	257,235.76
2039	200,000.00	33,075.00	24,669.48	-	-	257,744.48
2040	210,000.00	22,575.00	25,162.87	-	-	257,737.87
2041	220,000.00	11,550.00	25,666.13	-	-	257,216.13
Total	\$ 2,730,000.00	\$ 1,800,225.00	\$ 410,453.48	\$ -	\$ (143,325.00)	\$ 4,797,353.48

[a] Interest is calculated at a 5.25% rate for illustrative purposes.

[b] Additional Interest will be collected if PID Bonds are issued.

Note: The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.

EXHIBIT J – MAXIMUM ASSESSMENT PER LOT TYPE

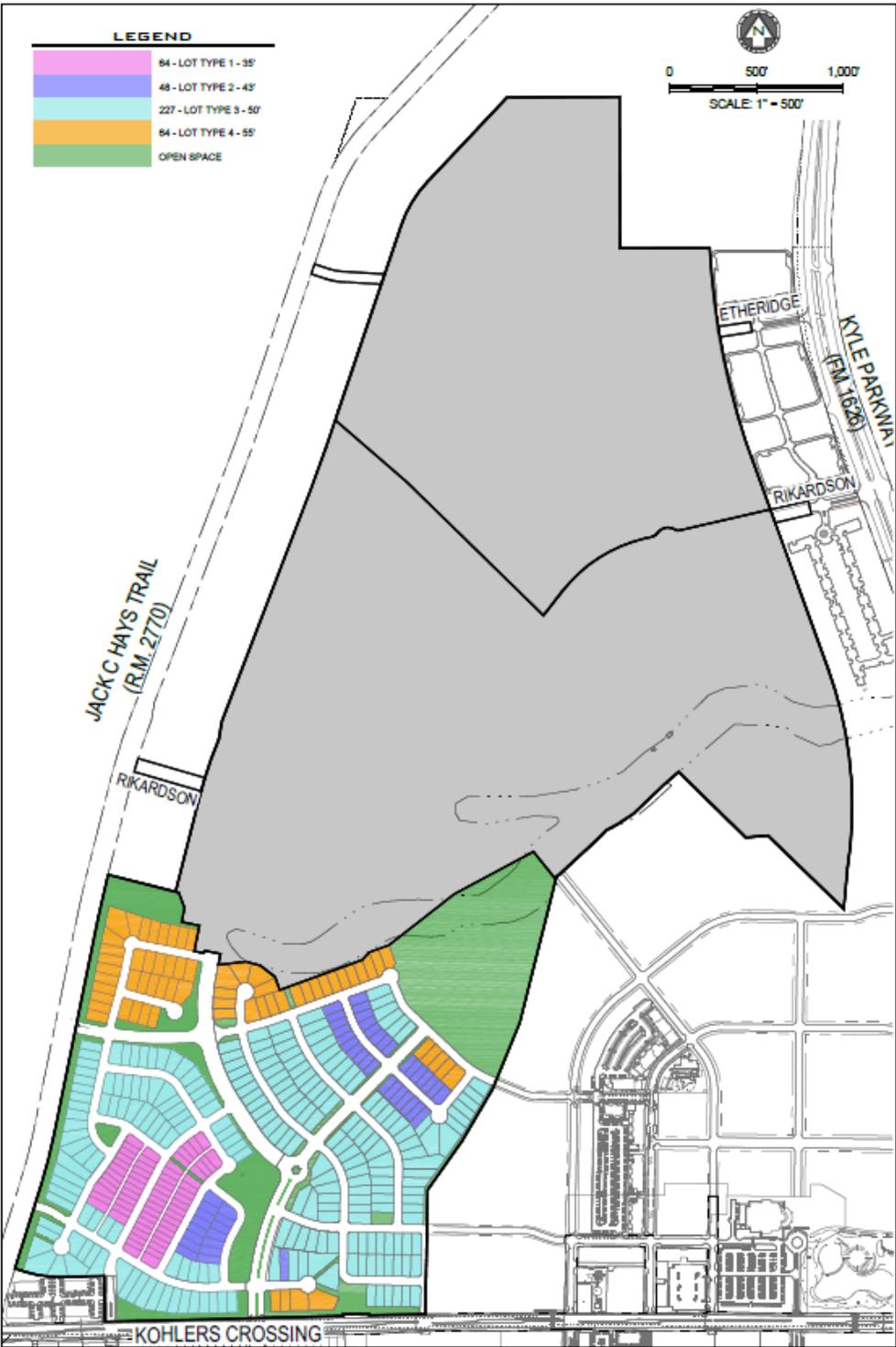
Lot Type	Units	Total Assessment	Maximum Assessment per Lot Type	Equivalent Tax Rate Per \$100 of Estimated Buildout Value
Improvement Area #1				
1	64	\$ 776,691.60	\$12,135.81 per Unit	\$0.3360
2	48	\$ 761,032.50	\$15,854.84 per Unit	\$0.3360
3	227	\$ 3,732,347.64	\$16,442.06 per Unit	\$0.3360
4	64	\$ 1,114,928.26	\$17,420.75 per Unit	\$0.3360
Total		\$ 6,385,000.00		

Note: Per the Financing and Reimbursement Agreement, the Maximum Assessment cannot result in an equivalent tax rate that exceeds \$0.44 per \$100 of Estimated Buildout Value.

EXHIBIT K – ESTIMATED BUILDOUT VALUE FOR IMPROVEMENT AREA #1 AND MAJOR IMPROVEMENT AREA

	Units		Estimated Buildout Value	Total Buildout Value	% of Estimated Buildout Value
<i>Improvement Area #1</i>					
35'	64	lots	\$ 310,000	\$ 19,840,000	
43'	48	lots	\$ 405,000	\$ 19,440,000	
50'	227	lots	\$ 420,000	\$ 95,340,000	
55'	64	lots	\$ 445,000	\$ 28,480,000	
				\$ 163,100,000	32.68%
<i>Major Improvement Area</i>					
35'	70	lots	\$ 310,000	\$ 21,700,000	
43'	142	lots	\$ 405,000	\$ 57,510,000	
50'	426	lots	\$ 420,000	\$ 178,920,000	
55'	175	lots	\$ 445,000	\$ 77,875,000	
				\$ 336,005,000	67.32%
				\$ 499,105,000	100.00%

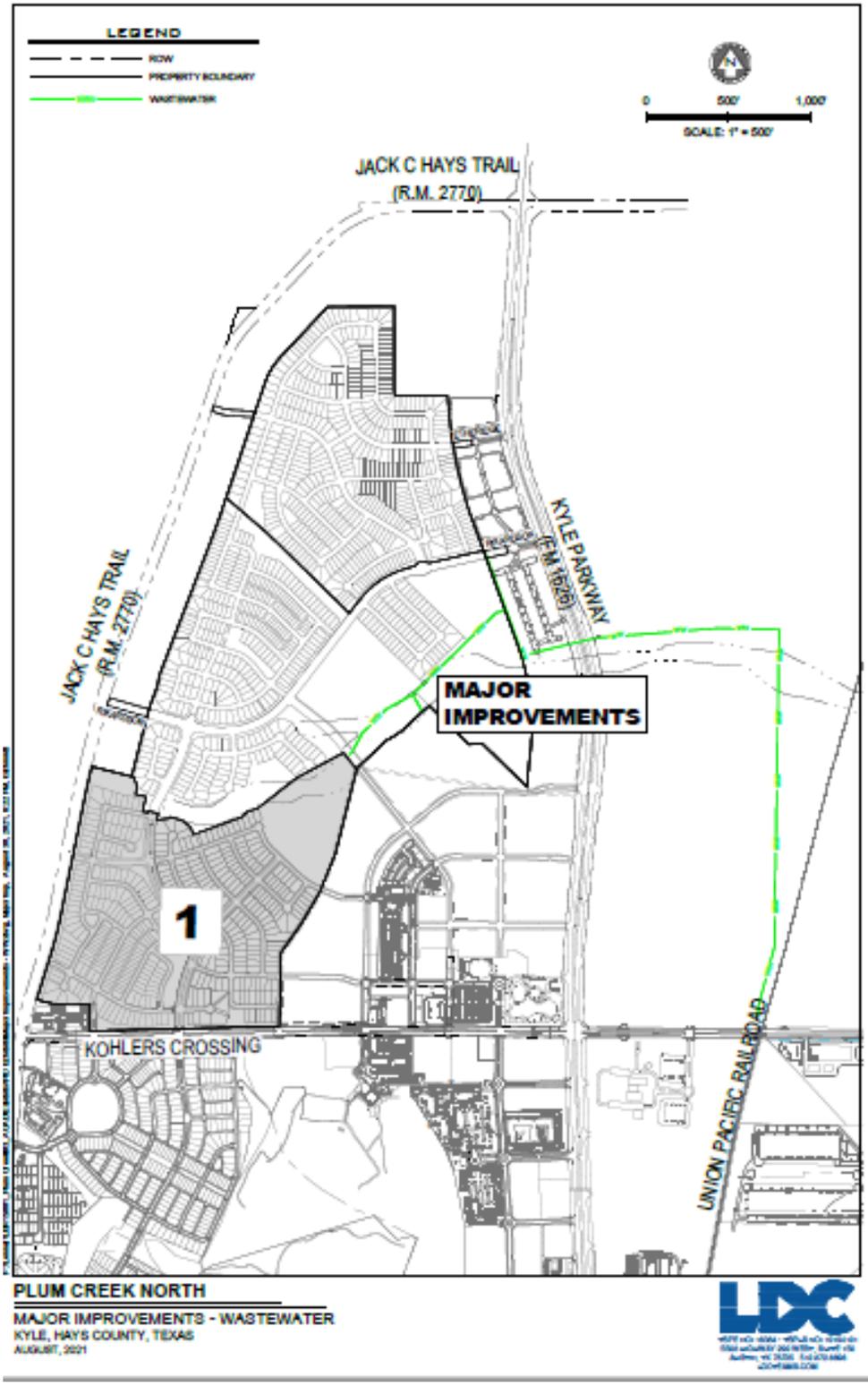
EXHIBIT L – LOT TYPE CLASSIFICATION MAP

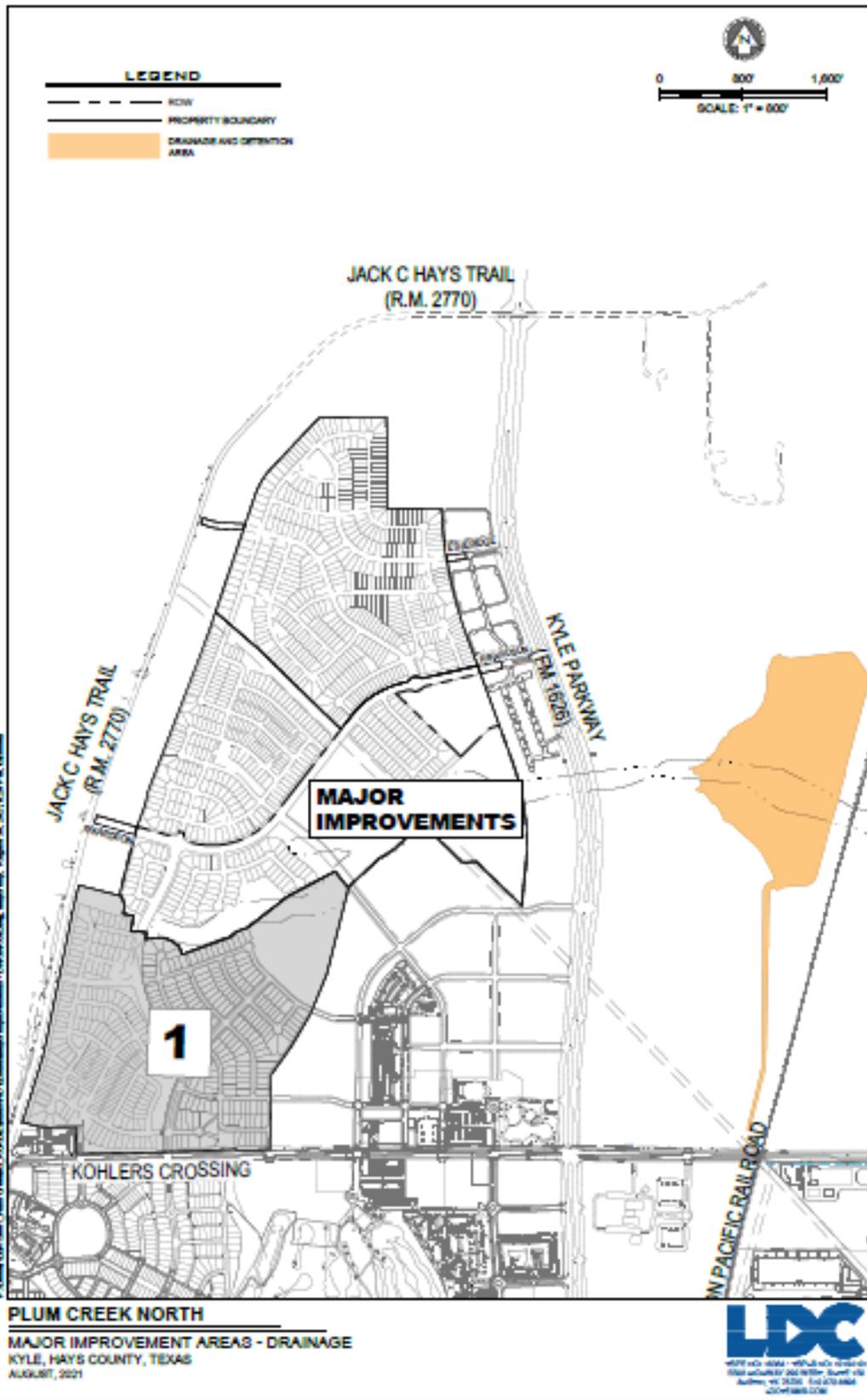


PLUM CREEK NORTH
 IMPROVEMENT AREA 1 - LOT TYPE CLASSIFICATION
 KYLE, HAYS COUNTY, TEXAS
 AUGUST, 2021



EXHIBIT M – MAPS OF MAJOR IMPROVEMENTS





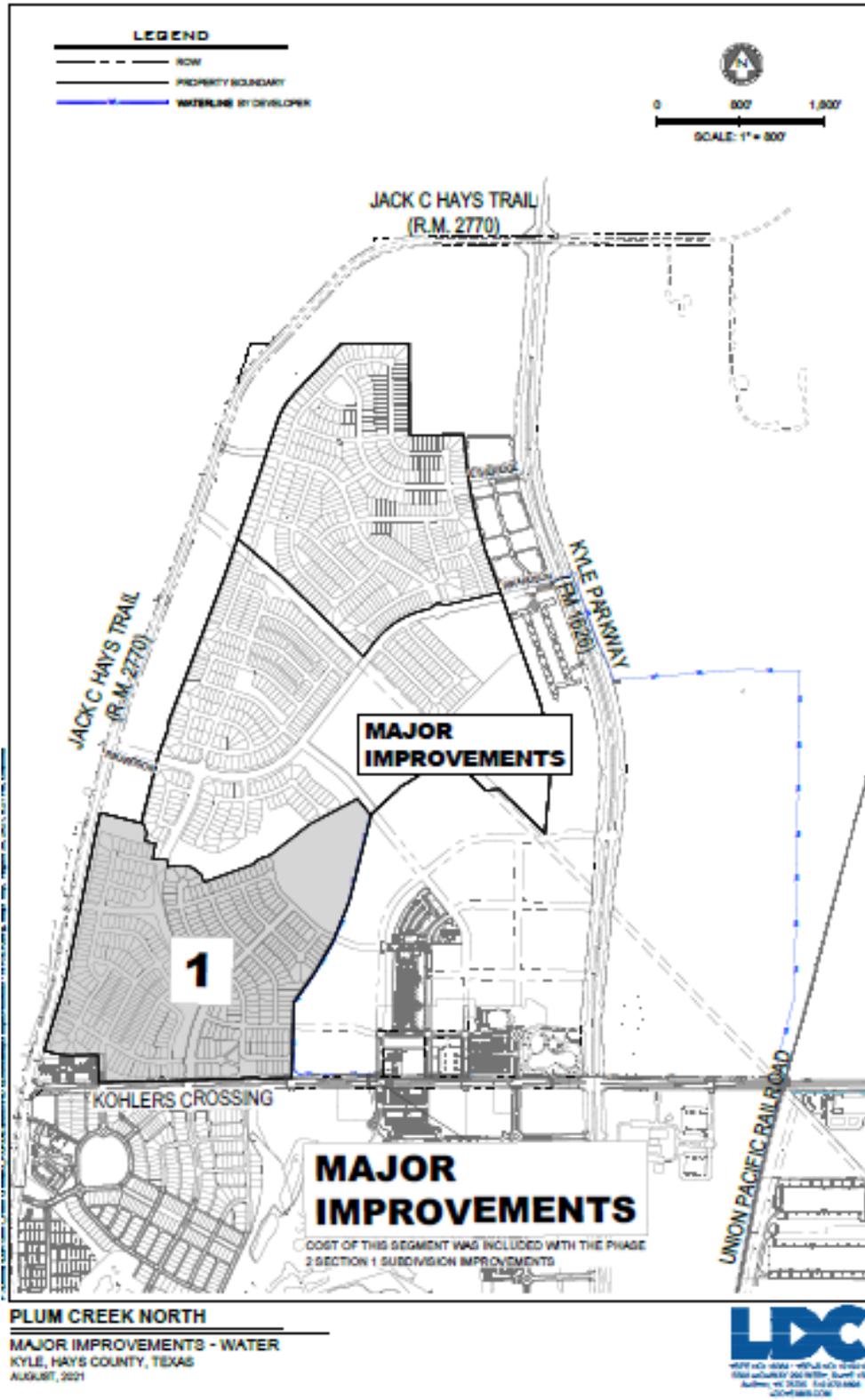
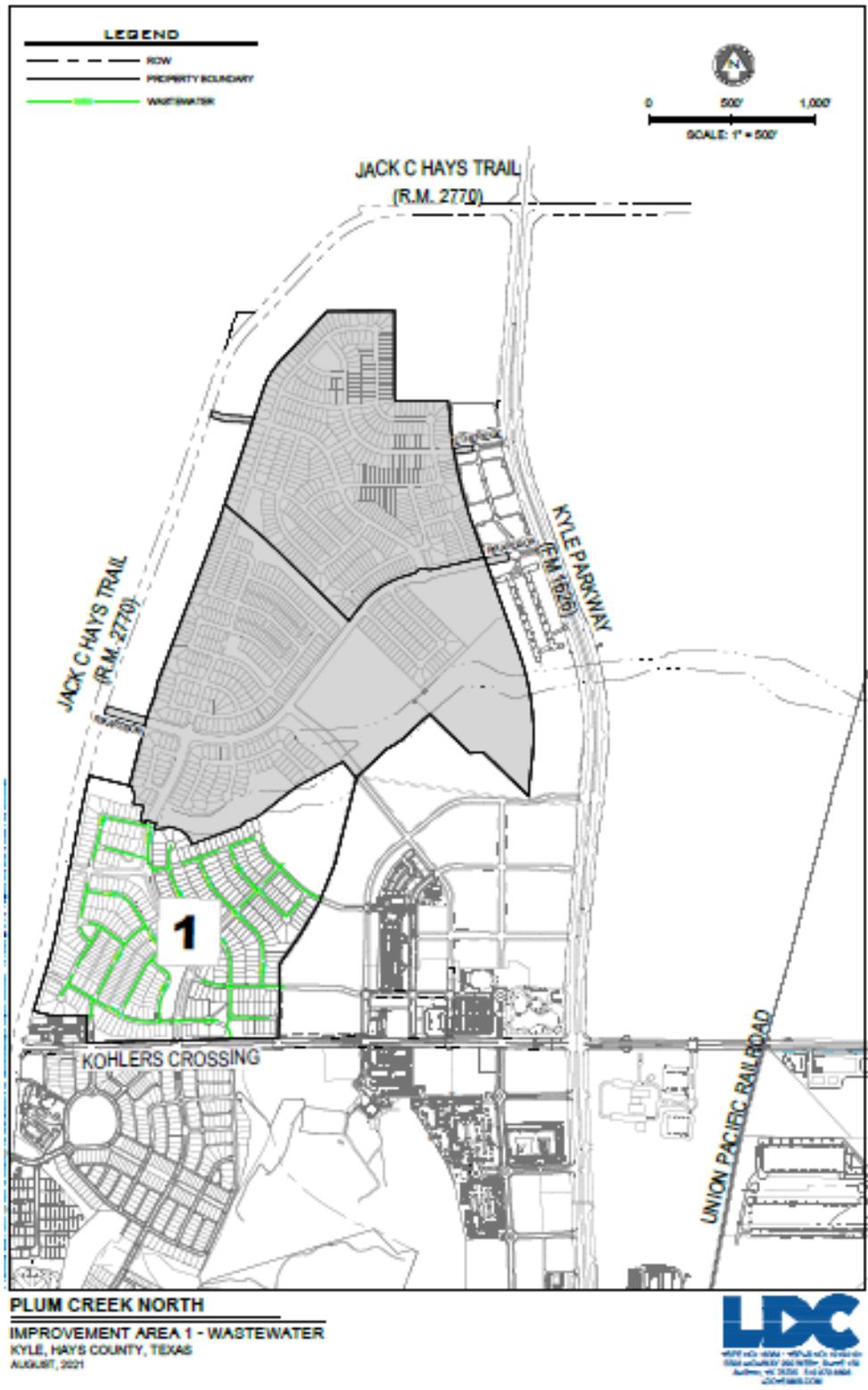
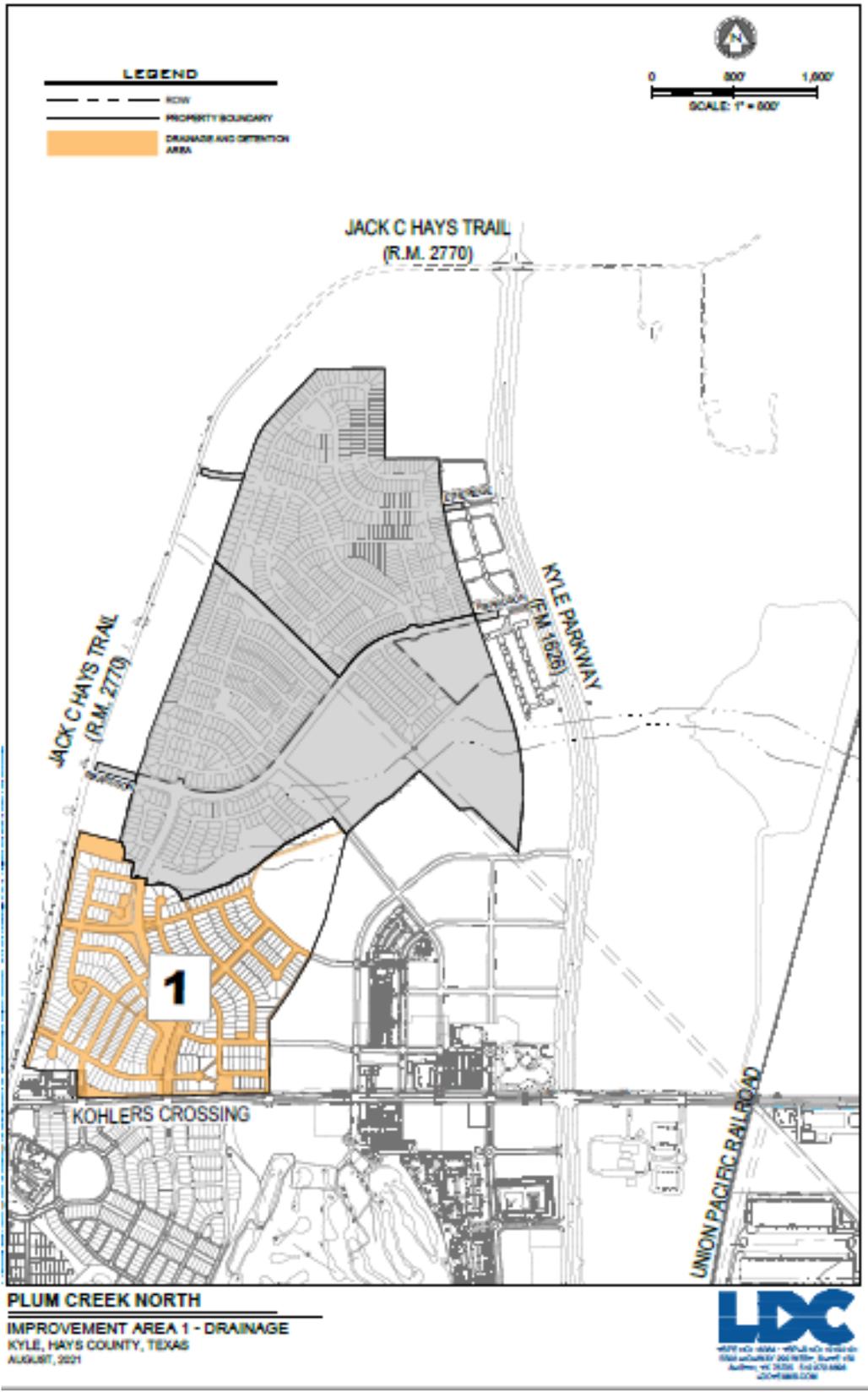
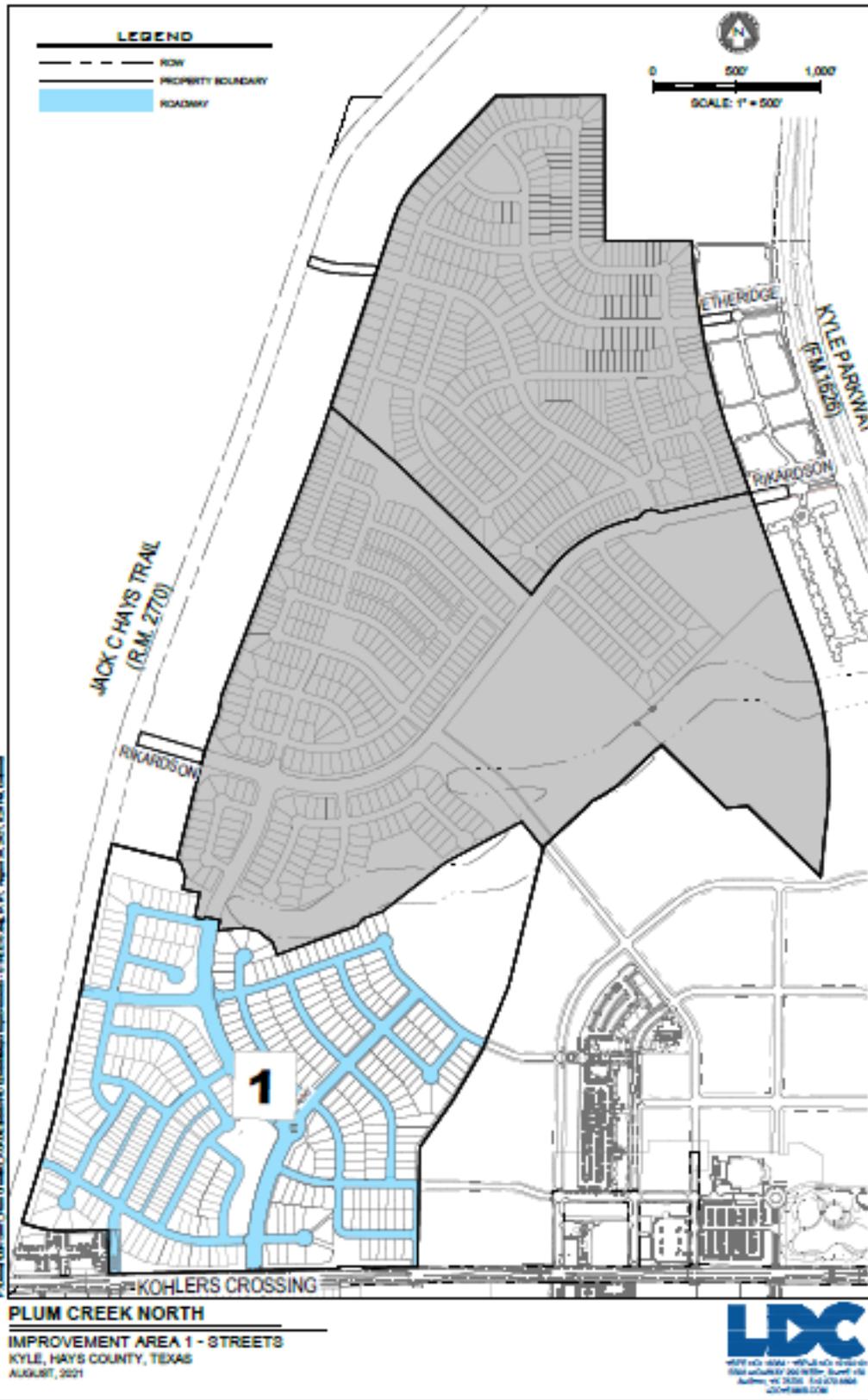


EXHIBIT N – MAPS OF IMPROVEMENT AREA #1 IMPROVEMENTS











LEGEND

- PARKWAY MALLS
- PUBLIC OPEN SPACE
- ENHANCED ENTRY FEATURE - MAIN
- COMMUNITY ENTRY FEATURE AND LANDSCAPE
- ENHANCED ENTRY FEATURE - ROUNDABOUT

DISCLAIMER:
LANDSCAPE IMPROVEMENT ELEMENT IS FOR DIAGNOSTIC PURPOSES ONLY AND IS SUBJECT TO CHANGE.



plum creek
north

Improvement area #1
PID exhibit

Kyle, Texas
08/01/2021



TBG (512) 227-1811 - tbg.com
1708 S. Juddville Dr., Suite 100, Austin, Texas 78704
The information shown is subject to change without notice.

1

EXHIBIT O – PHASE 2 SECTION 1 PLAT

PLUM CREEK PHASE 2, SECTION 1 HAYS COUNTY, TEXAS

STATE OF TEXAS
COUNTY OF HAYS

KNOW ALL MEN BY THESE PRESENTS THAT LENNPI HOMES OF TEXAS LAND AND CONSTRUCTION LTD., ACTING BY AND THROUGH ITS GENERAL PARTNER, U.S. HOME CORPORATION, THE SELLER OF CERTAIN ACRES IN THE S.W. 1/4 SEC. 28, T. 10N. R. 10E. S. 20E., HAYS COUNTY, TEXAS, BRING A PORTION OF A CERTAIN CALLED 324.256 ACRE TRACT DESIGNATED AS TRACT 1 AND DESCRIBED IN DOCUMENT NO. 20180302, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, AND DOES HEREBY SUBDIVIDE BY 628 ACRES OUT OF SAID 324.256 ACRE TRACT, AS SHOWN HEREON, SUCH HEREBY CONSENT TO ALL PLAT NOTES AND REQUIREMENTS SHOWN HEREON, AND DOES HEREBY DESIGNATE TO THE CITY OF KYLE, TEXAS, THE STREETS, RIGHT-OF-WAY, EASEMENTS, AND OTHER PUBLIC PLACES SHOWN HEREON FOR SUCH PUBLIC PURPOSES AS THE CITY OF KYLE MAY DEEM APPROPRIATE.

PLUM CREEK PHASE 2, SECTION 1

TO CERTIFY WHICH, WITNESS BY MY HAND THIS 2ND DAY OF SEPTEMBER, 2020

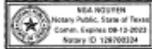
BY: LENNPI HOMES OF TEXAS LAND AND CONSTRUCTION LTD.,
A TEXAS LIMITED PARTNERSHIP
BY: U.S. HOME CORPORATION, A DELAWARE CORPORATION, ITS GENERAL PARTNER
NAME: Karen Pope
TITLE: Authorized Agent
ADDRESS: 13620 FM 620
Box 11, Suite 150
AUSTIN, TEXAS 78717

STATE OF TEXAS
COUNTY OF WILLACRE

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED Karen Pope, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT OF AND HAS ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME IN THE CAPACITY FOR THE PURPOSES AND CONSIDERATIONS THEREIN SET FORTH.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS 2ND DAY OF SEPTEMBER, 2020 A.D.

[Signature]
NOTARY PUBLIC IN AND FOR WILLACRE COUNTY, TEXAS



HAYS COUNTY CLERK:

I, ELAINE H. CARROLL, COUNTY CLERK OF HAYS COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THIS 2ND DAY OF SEPTEMBER, 2020 A.D., IN THE PLAT RECORDS OF HAYS COUNTY, TEXAS UNDER CLERK'S FILE NUMBER 20040671. WITNESS MY HAND AND SEAL OF OFFICE OF HAYS COUNTY ON THIS 2ND DAY OF SEPTEMBER, 2020 A.D., FILED FOR RECORD AT 10:37 O'CLOCK AM ON THIS 2ND DAY OF SEPTEMBER, 2020 A.D.

[Signature]
HAYS COUNTY CLERK

I, THE UNDERSIGNED CHAIRPERSON OF THE PLANNING COMMISSION OF THE CITY OF KYLE HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISION REGULATIONS OF THE CITY AS TO WHICH THE COMMISSION'S APPROVAL IS REQUIRED.

THIS PLAT (PLUM CREEK PHASE 2, SECTION 1) HAS BEEN SUBMITTED TO AND CONSIDERED BY THE PLANNING COMMISSION OF THE CITY OF KYLE, TEXAS AND IS HEREBY APPROVED BY THE COMMISSION.

DATED THIS 11TH DAY OF August, 2020

THIS PLAT (PLUM CREEK PHASE 2, SECTION 1) HAS BEEN SUBMITTED TO AND CONSIDERED BY THE CITY COUNCIL OF THE CITY OF KYLE, TEXAS AND IS HEREBY APPROVED BY THE COUNCIL.

DATED THIS 18TH DAY OF August, 2020

ENGINEER'S CERTIFICATION:

I, SHEPHERD MOORE, A REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THE PLAT AND ALL PLANS AND SPECIFICATIONS WHICH ARE INCLUDED WITH THE PLAT ARE, TO THE BEST OF MY PROFESSIONAL CAPACITY, COMPLETE AND ACCURATE AND IN COMPLIANCE WITH ALL RELEVANT CITY ORDINANCES, CODES, PLANS, AND RELEVANT STATE STATUTES.

[Signature]
SHEPHERD MOORE, P.E.
REGISTERED PROFESSIONAL ENGINEER
NO. 8860 - STATE OF TEXAS
LANDDEV CONSULTING, LLC
FIRM # 029451
5500 HIGHWAY 260 WEST, SUITE 100
AUSTIN, TEXAS 78738
(512) 872-8888



SURVEYOR'S CERTIFICATION:

I, ERNESTO MANABETTE, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THIS PLAT WAS PREPARED FROM AN ACTUAL, ON-THE-GROUND SURVEY MADE UNDER MY SUPERVISION AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

[Signature]
ERNESTO MANABETTE, P.L.S.
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 8460 - STATE OF TEXAS
LANDDEV CONSULTING, LLC
FIRM # 029451
5500 HIGHWAY 260 WEST, SUITE 100
AUSTIN, TEXAS 78738
(512) 872-8888



FLOOD NOTE:

BY GRAPHIC PLOTTING ONLY, A PORTION OF THIS SUBDIVISION (PLUM CREEK PHASE 2, SECTION 1) LIES WITHIN ZONE "X" (1% ANNUAL CHANCE FLOOD), ZONE "A" (1% ANNUAL CHANCE FLOOD), ZONE "V" (1% ANNUAL CHANCE FLOOD), AND A PORTION LIES WITHIN ZONE "C" (AREA DETERMINED TO BE OUTSIDE THE 1% ANNUAL CHANCE FLOODPLAIN AS IDENTIFIED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY NATIONAL FLOOD INSURANCE PROGRAM AS SHOWN ON MAP NO. 48363C02P, DATED SEPTEMBER 2, 2004, FOR HAYS COUNTY, TEXAS AND INCORPORATED ASSETS.

THE ABOVE STATEMENT IS MEANT FOR FLOOD INSURANCE DETERMINATION ONLY AND THIS SURVEYOR ASSUMES NO LIABILITY FOR THE CORRECTNESS OF THE CITED MAPS.

PLAT PREPARATION DATE: JULY 28, 2018
APPLICATION SUBMITTAL DATE: SEPTEMBER 2, 2018



GENERAL NOTES:

- TOTAL ACREAGE: 67.628 ACRES
THE TOTAL AREA OF STREET RIGHTS-OF-WAY (MADRID, BARCELONA, DOHERTY, JACK RYAN, CAMPBELL, SALTA, SANDERS, ROJA, SAN JUAN TO BE DEDICATED IN THIS SUBDIVISION IS 13.438 ACRES.
TOTAL NUMBER OF LOTS: 228 TOTAL LOTS
202 SINGLE-FAMILY LOTS
1 ACCESS EASEMENT LOT
1 FARMITY CENTER LOT
1 DRAINAGE EASEMENT LOT
1 MULTIWATER, DRAINAGE AND UTILITY EASEMENT LOT
1 BENCH EASEMENT
1 OPEN SPACE
17 OPEN SPACE/LANDSCAPE LOTS
- PLAT COMPLETELY CONFORMS WITH PLUM CREEK P.L.D. ORDINANCE 3-11, PLUM CREEK SUBDIVISION ORDINANCE XOL 5 (ORDINANCE 84)
- ALL UTILITIES WITHIN THE SUBDIVISION WILL BE UNDERGROUND.
- ALL STREETS, ALLEYS, PROVISION RIGHTS-OF-WAY, PAVEMENT/PAVEMENT EASEMENT LOTS, ACCESS EASEMENTS, AND ALL LANDSCAPE EASEMENT AREAS SHOWN ON THIS PLAT SHALL BE MAINTAINED BY THE HOMEOWNERS ASSOCIATION (HOA) OR OTHERWISE, IT SHALL BE THE HOA'S RESPONSIBILITY FOR KEEPING SAID RIGHTS-OF-WAY, LOTS AND LANDSCAPE EASEMENT AREAS NEATLY CUT, FREE OF DEBRIS AND FREE OF ALL TREE BRUSH OBSTRUCTIONS.
- PUBLIC UTILITY EASEMENTS ARE HEREBY DEDICATED AS SHOWN HEREON.
- ACCESS TO ALL PRIVATE RIGHTS-OF-WAY HEREON IS GRANTED TO CITY OF KYLE FOR THE PURPOSE OF ACCESSING AND MAINTAINING CITY OWNED FACILITIES CONTAINED THEREIN.
- THE FINISHED FLOOR ELEVATION (FFE) OF ALL BUILDINGS IN THIS SUBDIVISION SHALL BE THE HIGHEST OF THE FOLLOWING CRITERIA:
a) 2' (20") HIGHER ABOVE FINAL FINISHED ADJACENT GRADE, EXCLUDING DRIVEWAYS; OR
b) THE MINIMUM FINISHED FLOOR ELEVATION SHOWN ON THE INDIVIDUAL LOT.

PUBLIC UTILITY INFORMATION:

THIS SUBDIVISION IS SERVICED BY THE FOLLOWING UTILITIES:
WATER: CITY OF KYLE
100 W. CENTER ST.
KYLE, TEXAS 78640
SEWERAGE: CITY OF KYLE
180 W. CENTER ST.
KYLE, TEXAS 78640

SHEET 1 OF 4





PLUM CREEK PHASE 2, SECTION 1 HAYS COUNTY, TEXAS

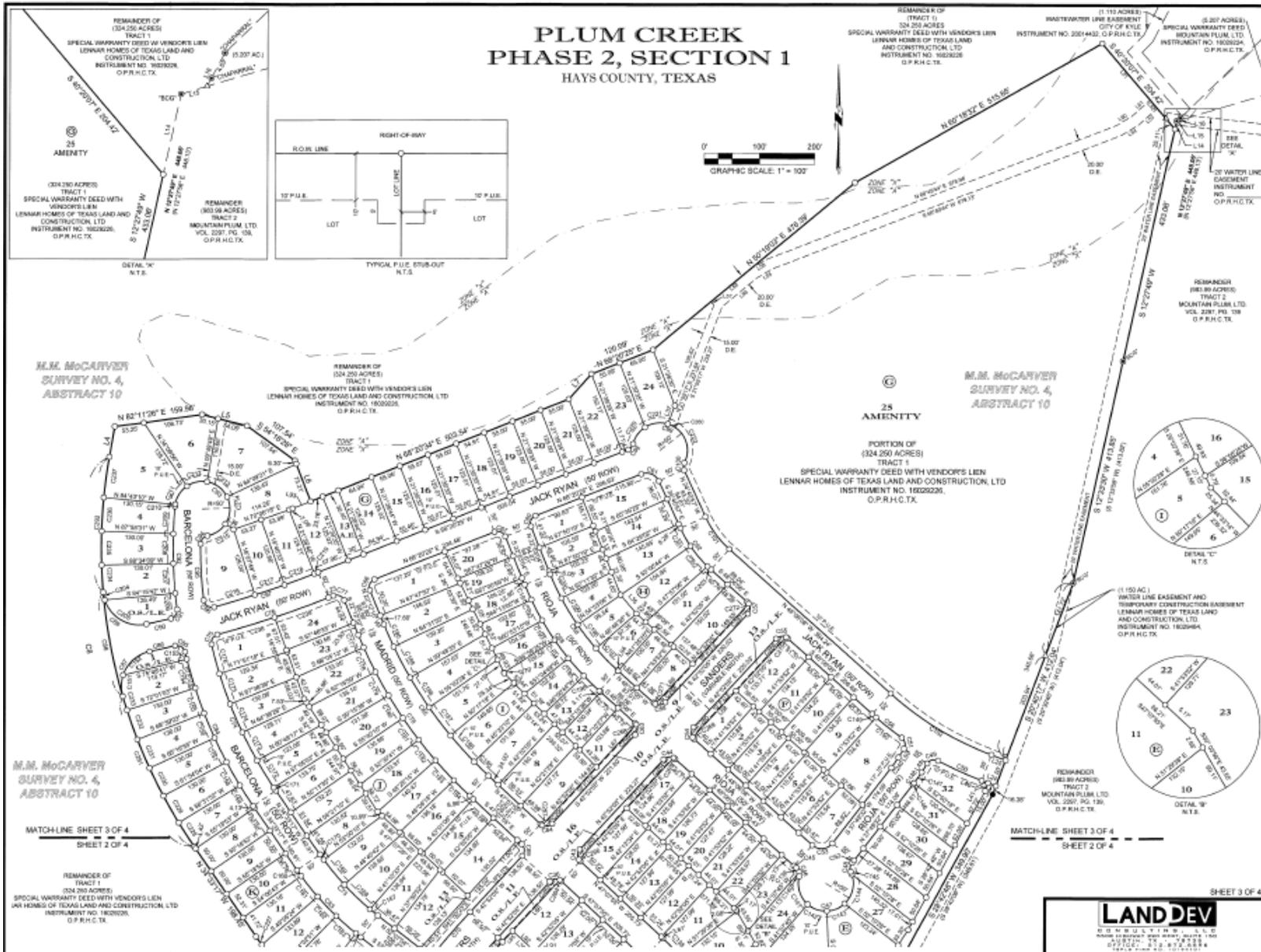


EXHIBIT P – NOTICE OF PID ASSESSMENT TERMINATION



P3Works, LLC
9284 Huntington Square, Suite 100
North Richland Hills, TX 76182

[Date]
Hays County Clerk's Office
Honorable [County Clerk Name]
712 S Stagecoach Trail #2008
San Marcos, Texas 78666

Re: City of Kyle Lien Release documents for filing

Dear Ms./Mr. [County Clerk Name],

Enclosed is a lien release that the City of Kyle is requesting to be filed in your office. Lien release for [insert legal description]. Recording Numbers: [Plat]. Please forward copies of the filed documents below:

City of Kyle
Attn: [City Secretary]
100 W Center St.
Kyle, TX 78640

Please contact me if you have any questions or need additional information.

Sincerely,
[Signature]

P3Works, LLC
P: (817) 393-0353
admin@p3-works.com

[legal description], a subdivision in Hays County, Texas, according to the map or plat of record in Document/Instrument No. _____ of the Plat Records of Hays County, Texas (hereinafter referred to as the "Property"); and

WHEREAS, the property owners of the Property have paid unto the City the Lien Amount.

RELEASE

NOW THEREFORE, the City, the owner and holder of the Lien, Instrument No. _____, in the Real Property Records of Hays County, Texas, in the amount of the Lien Amount against the Property releases and discharges, and by these presents does hereby release and discharge, the above-described Property from said lien held by the undersigned securing said indebtedness.

EXECUTED to be **EFFECTIVE** this the ____ day of _____, 20__.

CITY OF KYLE, TEXAS,

By: _____
[Manager Name], City Manager

ATTEST:

[Secretary Name], City Secretary

STATE OF TEXAS §
 §
COUNTY OF HAYS §

This instrument was acknowledged before me on the ____ day of _____, 20__, by [Manager Name], City Manager for the City of Kyle, Texas, on behalf of said municipality.

Notary Public, State of Texas

EXHIBIT Q-1 – LOT TYPE 1 DISCLOSURE

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

- 1) under a court order or foreclosure sale;
- 2) by a trustee in bankruptcy;
- 3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
- 4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
- 5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
- 6) from one co-owner to another co-owner of an undivided interest in the real property;
- 7) to a spouse or a person in the lineal line of consanguinity of the seller;
- 8) to or from a governmental entity; or
- 9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING¹ RETURN TO:

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO
CITY OF KYLE, TEXAS
CONCERNING THE FOLLOWING PROPERTY

STREET ADDRESS

LOT TYPE 1 PRINCIPAL ASSESSMENT: \$12,135.81

As the purchaser of the real property described above, you are obligated to pay assessments to the City of Kyle, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within *Plum Creek North Public Improvement District* (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from the City of Kyle. The exact amount of each annual installment will be approved each year by the City of Kyle City Council in the annual service plan update for the district. More information about the assessments, including the amounts and due dates, may be obtained from the City of Kyle.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

¹ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Hays County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER]²

² To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

STATE OF TEXAS

§

COUNTY OF _____

§

§

The foregoing instrument was acknowledged before me by _____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]³

³ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Hays County.

[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER

STATE OF TEXAS

§
§
§

COUNTY OF _____

The foregoing instrument was acknowledged before me by _____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]⁴

⁴ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Hays County.

ANNUAL INSTALLMENTS - LOT TYPE 1

Installment Due 1/31	Principal	Interest [a]	Annual Collection Costs	Additional Interest [b]	Capitalized Interest	Total Annual Installment
2022	\$ -	\$ 515.77	\$ -	\$ -	\$ (515.77)	\$ -
2023	418.15	515.77	79.88	-	-	1,013.80
2024	437.16	498.00	81.48	-	-	1,016.64
2025	456.16	479.42	83.11	-	-	1,018.70
2026	475.17	460.03	84.77	-	-	1,019.98
2027	503.68	439.84	86.47	-	-	1,029.99
2028	522.69	418.43	88.20	-	-	1,029.32
2029	541.69	396.22	89.96	-	-	1,027.87
2030	570.20	373.20	91.76	-	-	1,035.16
2031	598.71	348.96	93.60	-	-	1,041.27
2032	617.72	323.52	95.47	-	-	1,036.71
2033	646.23	297.27	97.38	-	-	1,040.87
2034	674.74	269.80	99.33	-	-	1,043.87
2035	703.25	241.12	101.31	-	-	1,045.69
2036	741.26	211.24	103.34	-	-	1,055.84
2037	769.77	179.73	105.41	-	-	1,054.91
2038	807.79	147.02	107.51	-	-	1,062.32
2039	845.80	112.69	109.66	-	-	1,068.15
2040	883.81	76.74	111.86	-	-	1,072.41
2041	921.83	39.18	114.09	-	-	1,075.10
Total	\$ 12,135.81	\$ 6,343.95	\$ 1,824.61	\$ -	\$ (515.77)	\$ 19,788.60

[a] Interest is calculated at a 4.25% rate for illustrative purposes.

[b] Additional Interest will be collected if PID Bonds are issued.

Note: The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.

EXHIBIT Q-2 – LOT TYPE 2 DISCLOSURE

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

- 1) under a court order or foreclosure sale;
- 2) by a trustee in bankruptcy;
- 3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
- 4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
- 5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
- 6) from one co-owner to another co-owner of an undivided interest in the real property;
- 7) to a spouse or a person in the lineal line of consanguinity of the seller;
- 8) to or from a governmental entity; or
- 9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING¹ RETURN TO:

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO
CITY OF KYLE, TEXAS
CONCERNING THE FOLLOWING PROPERTY

STREET ADDRESS

LOT TYPE 2 PRINCIPAL ASSESSMENT: \$15,854.84

As the purchaser of the real property described above, you are obligated to pay assessments to the City of Kyle, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within *Plum Creek North Public Improvement District* (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from the City of Kyle. The exact amount of each annual installment will be approved each year by the City of Kyle City Council in the annual service plan update for the district. More information about the assessments, including the amounts and due dates, may be obtained from the City of Kyle.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

¹ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Hays County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER]²

² To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

STATE OF TEXAS

§

COUNTY OF _____

§

§

The foregoing instrument was acknowledged before me by _____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]³

³ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Hays County.

[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER

STATE OF TEXAS

§
§
§

COUNTY OF _____

The foregoing instrument was acknowledged before me by _____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]⁴

⁴ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Hays County.

ANNUAL INSTALLMENTS - LOT TYPE 2

Installment Due 1/31	Principal	Interest [a]	Annual Collection Costs	Additional Interest [b]	Capitalized Interest	Total Annual Installment
2022	\$ -	\$ 673.83	\$ -	\$ -	\$ (673.83)	\$ -
2023	546.29	673.83	104.37	-	-	1,324.49
2024	571.12	650.61	106.45	-	-	1,328.19
2025	595.95	626.34	108.58	-	-	1,330.88
2026	620.78	601.01	110.75	-	-	1,332.55
2027	658.03	574.63	112.97	-	-	1,345.63
2028	682.86	546.66	115.23	-	-	1,344.75
2029	707.69	517.64	117.53	-	-	1,342.87
2030	744.94	487.56	119.88	-	-	1,352.39
2031	782.19	455.90	122.28	-	-	1,360.37
2032	807.02	422.66	124.73	-	-	1,354.41
2033	844.27	388.36	127.22	-	-	1,359.85
2034	881.51	352.48	129.77	-	-	1,363.76
2035	918.76	315.02	132.36	-	-	1,366.14
2036	968.42	275.97	135.01	-	-	1,379.40
2037	1,005.67	234.81	137.71	-	-	1,378.19
2038	1,055.33	192.07	140.46	-	-	1,387.87
2039	1,105.00	147.22	143.27	-	-	1,395.49
2040	1,154.66	100.26	146.14	-	-	1,401.05
2041	1,204.32	51.18	149.06	-	-	1,404.57
Total	\$ 15,854.84	\$ 8,288.07	\$ 2,383.76	\$ -	\$ (673.83)	\$ 25,852.84

[a] Interest is calculated at a 4.25% rate for illustrative purposes.

[b] Additional Interest will be collected if PID Bonds are issued.

Note: The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.

EXHIBIT Q-3 – LOT TYPE 3 DISCLOSURE

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

- 1) under a court order or foreclosure sale;
- 2) by a trustee in bankruptcy;
- 3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
- 4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
- 5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
- 6) from one co-owner to another co-owner of an undivided interest in the real property;
- 7) to a spouse or a person in the lineal line of consanguinity of the seller;
- 8) to or from a governmental entity; or
- 9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING¹ RETURN TO:

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO
CITY OF KYLE, TEXAS
CONCERNING THE FOLLOWING PROPERTY

STREET ADDRESS

LOT TYPE 3 PRINCIPAL ASSESSMENT: \$16,442.06

As the purchaser of the real property described above, you are obligated to pay assessments to the City of Kyle, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within *Plum Creek North Public Improvement District* (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from the City of Kyle. The exact amount of each annual installment will be approved each year by the City of Kyle City Council in the annual service plan update for the district. More information about the assessments, including the amounts and due dates, may be obtained from the City of Kyle.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

¹ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Hays County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER]²

² To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

STATE OF TEXAS

§

COUNTY OF _____

§

§

The foregoing instrument was acknowledged before me by _____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]³

³ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Hays County.

[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER

STATE OF TEXAS

§
§
§

COUNTY OF _____

The foregoing instrument was acknowledged before me by _____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]⁴

⁴ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Hays County.

ANNUAL INSTALLMENTS - LOT TYPE 3

Installment Due 1/31	Principal	Interest [a]	Annual Collection Costs	Additional Interest [b]	Capitalized Interest	Total Annual Installment
2022	\$ -	\$ 698.79	\$ -	\$ -	\$ (698.79)	\$ -
2023	566.52	698.79	108.23	-	-	1,373.54
2024	592.27	674.71	110.40	-	-	1,377.38
2025	618.03	649.54	112.60	-	-	1,380.17
2026	643.78	623.27	114.86	-	-	1,381.90
2027	682.40	595.91	117.15	-	-	1,395.47
2028	708.15	566.91	119.50	-	-	1,394.56
2029	733.91	536.81	121.89	-	-	1,392.60
2030	772.53	505.62	124.32	-	-	1,402.48
2031	811.16	472.79	126.81	-	-	1,410.76
2032	836.91	438.32	129.35	-	-	1,404.57
2033	875.54	402.75	131.93	-	-	1,410.22
2034	914.16	365.54	134.57	-	-	1,414.27
2035	952.79	326.68	137.26	-	-	1,416.74
2036	1,004.29	286.19	140.01	-	-	1,430.49
2037	1,042.92	243.51	142.81	-	-	1,429.24
2038	1,094.42	199.18	145.66	-	-	1,439.27
2039	1,145.92	152.67	148.58	-	-	1,447.17
2040	1,197.42	103.97	151.55	-	-	1,452.94
2041	1,248.93	53.08	154.58	-	-	1,456.59
Total	\$ 16,442.06	\$ 8,595.03	\$ 2,472.05	\$ -	\$ (698.79)	\$ 26,810.36

[a] Interest is calculated at a 4.25% rate for illustrative purposes.

[b] Additional Interest will be collected if PID Bonds are issued.

Note: The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.

EXHIBIT Q-4 – LOT TYPE 4 DISCLOSURE

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

A person who proposes to sell or otherwise convey real property that is located in a public improvement district established under Subchapter A, Chapter 372, Local Government Code (except for public improvement districts described under Section 372.005), or Chapter 382, Local Government Code, shall first give to the purchaser of the property this written notice, signed by the seller.

For the purposes of this notice, a contract for the purchase and sale of real property having a performance period of less than six months is considered a sale requiring the notice set forth below.

This notice requirement does not apply to a transfer:

- 1) under a court order or foreclosure sale;
- 2) by a trustee in bankruptcy;
- 3) to a mortgagee by a mortgagor or successor in interest or to a beneficiary of a deed of trust by a trustor or successor in interest;
- 4) by a mortgagee or a beneficiary under a deed of trust who has acquired the land at a sale conducted under a power of sale under a deed of trust or a sale under a court-ordered foreclosure or has acquired the land by a deed in lieu of foreclosure;
- 5) by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
- 6) from one co-owner to another co-owner of an undivided interest in the real property;
- 7) to a spouse or a person in the lineal line of consanguinity of the seller;
- 8) to or from a governmental entity; or
- 9) of only a mineral interest, leasehold interest, or security interest

The following notice shall be given to a prospective purchaser before the execution of a binding contract of purchase and sale, either separately or as an addendum or paragraph of a purchase contract. In the event a contract of purchase and sale is entered into without the seller having provided the required notice, the purchaser, subject to certain exceptions, is entitled to terminate the contract.

A separate copy of this notice shall be executed by the seller and the purchaser and must be filed in the real property records of the county in which the property is located at the closing of the purchase and sale of the property.

AFTER RECORDING¹ RETURN TO:

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO
CITY OF KYLE, TEXAS
CONCERNING THE FOLLOWING PROPERTY

STREET ADDRESS

LOT TYPE 4 PRINCIPAL ASSESSMENT: \$17,420.75

As the purchaser of the real property described above, you are obligated to pay assessments to the City of Kyle, Texas, for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within *Plum Creek North Public Improvement District* (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from the City of Kyle. The exact amount of each annual installment will be approved each year by the City of Kyle City Council in the annual service plan update for the district. More information about the assessments, including the amounts and due dates, may be obtained from the City of Kyle.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

¹ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Hays County when updating for the Current Information of Obligation to Pay Improvement District Assessment.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER]²

² To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE:

DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

STATE OF TEXAS

§

COUNTY OF _____

§

§

The foregoing instrument was acknowledged before me by _____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]³

³ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Hays County.

[The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE:

DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER

STATE OF TEXAS

§
§
§

COUNTY OF _____

The foregoing instrument was acknowledged before me by _____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas]⁴

⁴ To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Hays County.

ANNUAL INSTALLMENTS - LOT TYPE 4

Installment Due 1/31	Principal	Interest [a]	Annual Collection Costs	Additional Interest [b]	Capitalized Interest	Total Annual Installment
2022	\$ -	\$ 740.38	\$ -	\$ -	\$ (740.38)	\$ -
2023	600.25	740.38	114.67	-	-	1,455.30
2024	627.53	714.87	116.97	-	-	1,459.37
2025	654.81	688.20	119.31	-	-	1,462.32
2026	682.10	660.37	121.69	-	-	1,464.16
2027	723.02	631.38	124.13	-	-	1,478.53
2028	750.31	600.65	126.61	-	-	1,477.57
2029	777.59	568.77	129.14	-	-	1,475.50
2030	818.52	535.72	131.72	-	-	1,485.96
2031	859.44	500.93	134.36	-	-	1,494.73
2032	886.73	464.41	137.04	-	-	1,488.18
2033	927.65	426.72	139.79	-	-	1,494.16
2034	968.58	387.29	142.58	-	-	1,498.45
2035	1,009.50	346.13	145.43	-	-	1,501.07
2036	1,064.07	303.23	148.34	-	-	1,515.64
2037	1,105.00	258.00	151.31	-	-	1,514.31
2038	1,159.56	211.04	154.33	-	-	1,524.94
2039	1,214.13	161.76	157.42	-	-	1,533.31
2040	1,268.70	110.16	160.57	-	-	1,539.43
2041	1,323.27	56.24	163.78	-	-	1,543.29
Total	\$ 17,420.75	\$ 9,106.64	\$ 2,619.20	\$ -	\$ (740.38)	\$ 28,406.21

[a] Interest is calculated at a 4.25% rate for illustrative purposes.

[b] Additional Interest will be collected if PID Bonds are issued.

Note: The figures shown above are estimates only and subject to change in Annual Service Plan Updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.

APPENDIX A – ENGINEER’S REPORT

ENGINEERING REPORT
Plum Creek North
Public Improvement District
City of Kyle
Hays County, Texas

Prepared For:

Lennar Homes

And

City of
KYLE Texas

Prepared By:



5508 Highway 290 West #150

Austin, TX 78735

Firm #: 16384

October 2021

Table of Contents

Introduction	1
Development Costs	1
Development Improvements	1
Landscape	2
Development Schedule.....	3
Design Stage	3
Construction Stage	3

List of Appendices

- Appendix 1 Site Location Map**
- Appendix 2 Engineers' Opinion of Probable Cost**
- Appendix 3 Overall Improvements Map: Wastewater**
- Appendix 4 Overall Improvements Map: Drainage**
- Appendix 5 Overall Improvements Map: Potable Water**
- Appendix 6 Overall Improvements Map: Streets**
- Appendix 7 Improvement Area #1 Map: Wastewater**
- Appendix 8 Improvement Area #1 Map: Drainage**
- Appendix 9 Improvement Area #1 Map: Potable Water**
- Appendix 10 Improvement Area #1 Map: Streets**
- Appendix 11 Improvement Area #1 Map: Parks, Open Space, & Landscaping**
- Appendix 12 Major Improvement Area Map: Wastewater**
- Appendix 13 Major Improvement Area Map: Drainage**
- Appendix 14 Major Improvement Area Map: Potable Water**
- Appendix 15 Major Improvement Area Map: Streets**
- Appendix 16 Legal Description: Overall**
- Appendix 17 Legal Description: Improvement Area #1**
- Appendix 18 Legal Description: Major Improvement Area**

Introduction

The Plum Creek North development is a single-family residential development tract currently under development and located in the City of Kyle, Texas located north of the intersection of Kohlers Crossing and Sanders. The development encompasses approximately 389-acre tract of land. A site location map has been included in **Appendix 1**.

This report includes supporting documentation for the formation of the PID and the issuance of bonds by the City. The bonds are anticipated to be used to finance public infrastructure projects vital for the development within the PID.

Development Costs

An Engineers' opinion of probable cost (Engineer's OPC) has been prepared for all off-site and on-site infrastructure. The Engineer's OPC has been provided as **Appendix 2**. Dry utilities and private costs have been excluded from the OPC and total construction costs. The offsite street extensions associated with Plum Creek North Major Improvement Area are included in the subdivision costs.

Development Improvements

Development improvements have been defined as Improvement Area #1 and the Major Improvement Area. Improvement Area #1 consists of Plum Creek North, Sections 1 & 2 and is depicted in **Appendix 7 – 11** and **Appendix 17**. The Major Improvement Area, inclusive of all offsite improvements, is depicted in **Appendix 12 - 15** and **Appendix 18**.

Development improvements will be designed and constructed in accordance with City of Kyle standards and specifications and will be owned and operated by the City unless otherwise indicated. Development improvements include:

Streets

Improvements include subgrade stabilization (including excavation and drainage), concrete and reinforcing steel for roadways, handicapped ramps. Intersections and signage are included. These roadway improvements include streets that will provide street access to each Lot. These projects will provide access to community roadways and state highways.

Drainage

Improvements include trench excavation and embedment, trench safety, reinforced concrete piping, manholes, inlets, channels/swales and ponds. These will include the

necessary appurtenances to be fully operational to convey stormwater to the limits of the improvement area.

Water

Improvements include trench excavation and embedment, trench safety, PVC piping, fire hydrant assemblies, air release valves, gate valves, service connections, and testing. These lines will include the necessary appurtenances to be fully operational transmission lines extending water service to the limits of the improvements.

Wastewater

Improvements include trench excavation and embedment, trench safety, PVC piping, manholes, service connections, and testing. These lines will include the necessary appurtenances to be fully operational extending wastewater service to the limits of the improvement area.

Erosion Control & Miscellaneous

Includes silt fence, rock berms, construction entrances, inlet protection, topsoil, street lights, and irrigation sleeves for the limits of the improvement area.

Clearing

Includes clear and grub, excavation, and embankment for the limits of the improvement area.

Regional Detention

Includes clearing, pond excavation and embankment, soil testing, channels, rock riprap, loose riprap walls, construction of outfall structures. Erosion controls, revegetation, and utility improvements are also included.

Landscape

Distinct neighborhoods will contain street designs, pedestrian/bike circulation routes, landscaping, and recreational activities. A focus on public spaces combines with these to form a cohesive community. Neighborhood parks, public places and multi-use paths promote meaningful connections to the public and residents, community activities and the future Uptown Kyle development.

Entry Monument and Neighborhood Entries

Community and neighborhood entry monument signs and landscape entries are intended to identify the character of the community by expressing distinctive qualities and/or features of the neighborhoods.

Common Area and Pocket Parks

Common Areas include landscaped areas along the collector streets and roundabouts, including street trees, trails, and planting and irrigation. Pocket Parks are open space areas within each neighborhood which are landscaped and irrigated and provide outdoor landscape improvements open to the public and residents of the community.

Trails

Trails consist of multi-use paths, midblock pedestrian paths, and walkways located in public corridors that serve origin and destination points.

Fencing for Common Areas

Fencing for Common Areas include perimeter walls and walls along collector streets. These walls consist of durable materials including native stone and masonry units.

Development Schedule

Design Stage

The offsite wastewater interceptor ties in at the railroad at Kohlers Crossing and extends to Lennar's property.

The 12" offsite water transmission line ties in at Kohlers Crossing and extends to Kyle Parkway.

The Plum Creek Regional Detention pond as part of the subdivision improvements for North Hays County MUD #2 is located east of FM 1626. It will serve Improvement Area #1 and the Major Improvement Area.

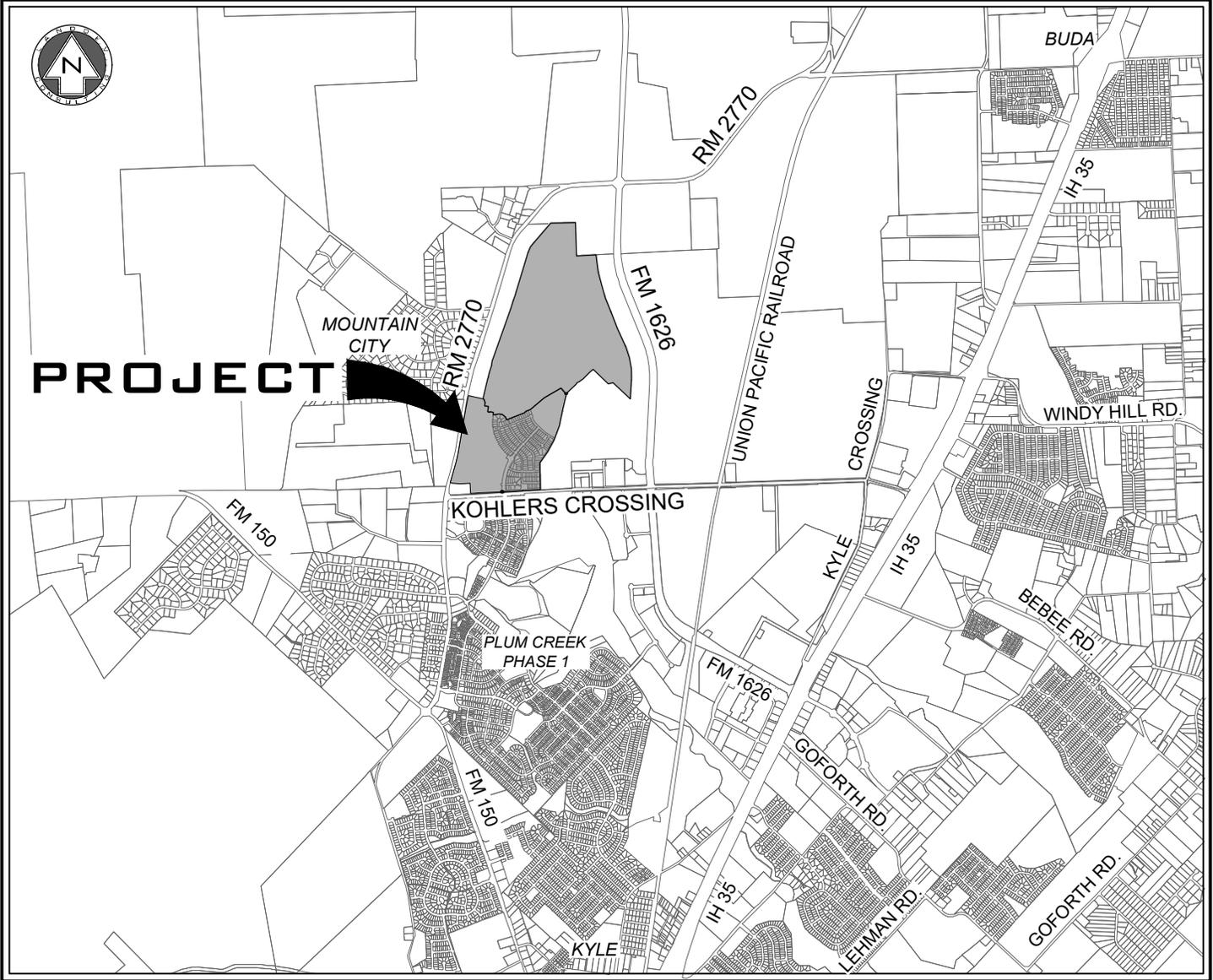
Construction Stage

Portion of Improvement Area #1 is currently under construction and anticipate final acceptance February 2022.

APPENDIX

APPENDIX 1

SITE LOCATION MAP



LOCATION MAP

N.T.S.



CONSULTING, LLC
 OFFICE: 512.872.6696
 FIRM NO. 16384

PLUM CREEK NORTH
 PUBLIC IMPROVEMENT DISTRICT
 LOCATION MAP

Item # 10

APPENDIX 2

ENGINEERS' OPINION OF PROBABLE COST

PLUM CREEK NORTH OVERALL SUMMARY

Neighborhood	Major Improvements	Improvement Area #1	Improvement Area #2	Improvement Area #3	Totals
Section 1: Hard Construction Costs					
Hard Costs					
Water	\$ 524,967	\$ 1,904,089	\$ 2,133,478	\$ 1,426,778	\$ 5,989,312
Wastewater	1,514,192	1,664,789	1,627,777	1,719,101	6,525,859
Drainage (Other than Ponds)	-	3,563,862	3,042,936	2,527,663	9,134,460
Streets	-	3,530,060	3,932,208	2,158,593	9,620,861
Erosion Control & Miscellaneous	118,919	686,886	695,703	478,380	1,979,888
Clearing	178,246	658,361	879,739	421,226	2,137,572
Regional Detention	776,927	-	-	-	776,927
Landscaping, Hardscape, Entryways, & Parks	-	3,622,769	3,342,554	803,000	7,768,323
Other Construction Costs Subtotal	955,173	4,281,130	4,222,293	1,224,226	10,682,822
Total Construction Costs	\$ 3,113,251	\$ 15,630,815	\$ 15,654,395	\$ 9,534,742	\$ 43,933,203
Section 2: Soft Costs					
Soft Costs					
Engineering, Landscape Architecture, & Consulting Fees	\$ -	\$ 1,018,850	\$ 1,484,083	\$ 829,050	\$ 3,331,983
Plan, Review, & Inspection Fees	-	519,818	1,143,667	966,961	2,630,446
Total Soft Costs	\$ -	\$ 1,538,668	\$ 2,627,750	\$ 1,796,011	\$ 5,962,429
Subtotal	3,113,251	17,169,483	18,282,146	11,330,753	49,895,632
Contingency - Civil (15%)	-	1,801,207	1,846,776	1,309,761	4,957,744
Contingency - Landscape (10%)	-	362,277	334,255	80,300	776,832
Total Qualified PID Costs	\$ 3,113,251	\$ 19,332,967	\$ 20,463,177	\$ 12,720,814	\$ 55,630,209

PLUM CREEK NORTH ENGINEERING SUMMARY			
IMPROVEMENT AREA	CONSTRUCTION COST (W/ 15% CONTINGENCY) ¹	FEEES	TOTAL
IMPROVEMENT AREA #1	\$13,270,316	\$3,245,364	\$16,515,681
IMPROVEMENT AREA #2	\$14,158,618	\$2,126,367	\$16,284,985
IMPROVEMENT AREA #3	\$10,041,503	\$1,675,561	\$11,717,064
MAJOR IMPROVEMENT AREA	\$3,113,251	\$0	\$3,113,251
TOTAL	\$40,583,687	\$7,047,293	\$47,630,980

¹ MAJOR IMPROVEMENT AREA DOES NOT INCLUDE A 15% CONTINGENCY.

PLUM CREEK NORTH IMPROVEMENT AREA #1
Streets, Drainage, Water, and Wastewater Improvements
Construction Costs
April 01, 2021

1. GENERAL (Plum Creek North Section 1)

A. Erosion Controls & Miscellaneous Items					
Bid Item	Description	Unit	Unit Price	Quantity	Amount
A1	Mobilization	LS	\$103,465.42	1	\$103,465.42
A2	Furnish and install temporary silt fence within limits of construction - complete	LF	\$2.29	4,599	\$10,531.71
A3	Furnish and install rock berm - complete in place	LF	\$21.80	200	\$4,360.00
A4	Furnish and install stabilized construction entrance - complete in place &	EA	\$1,509.47	2	\$3,018.94
A5	Furnish and install inlet protection - complete in place & maintain during	EA	\$76.29	65	\$4,958.85
A6	Furnish and install topsoil (4" depth) and hydromulch for permanent erosion	SY	\$2.08	27,559	\$57,322.72
A7	Furnish and install hydromulch for permanent erosion control in all disturbed	SY	\$2.08	32,982	\$68,602.56
A8	Site demoliton	LS	\$3,792.74	1	\$3,792.74
SUBTOTAL					\$256,052.94

2. UNLOADED COLLECTOR STREETS (Plum Creek North Section 1)

A. Clearing and Rough Cut					
Bid Item	Description	Unit	Unit Price	Quantity	Amount
A1	Clear and grub (ROW)	AC	\$1,307.84	3.82	\$4,995.95
A2	Excavation (ROW)	LS	\$15,803.10	1	\$15,803.10
A3	Embankment (ROW)	LS	\$21,252.45	1	\$21,252.45
SUBTOTAL					\$42,051.50

B. Street Improvements					
Bid Item	Description	Unit	Unit Price	Quantity	Amount
B1	Subgrade preparation to 3 feet behind back of curb - complete in place	SY	\$1.89	12,731	\$24,061.59
B2	Furnish and install 2" Type D HMAc in accordance with the geotech report -	SY	\$11.18	9,839	\$110,000.02
B3	Furnish and install 13" crushed limestone base to 3 feet behind back of curb in	SY	\$13.60	12,731	\$173,141.60
B4	Furnish and install standard 6" concrete curb and gutter - complete in place	LF	\$15.96	5,486	\$87,556.56
B5	Furnish and install Type I curb ramps and 4' x 4' concrete landing pads -	EA	\$1,030.20	20	\$20,604.00
B6	Furnish and install pavement marking and signage - complete in place	LS	\$5,449.35	1	\$5,449.35
B7	Provide temporary traffic control during construction, including barricades,	LS	\$5,994.28	1	\$5,994.28
B8	Furnish and install 5' wide developer sidewalk - complete in place	LF	\$26.94	1,844	\$49,677.36
B10	Furnish and install 8' wide developer sidewalk - complete in place	LF	\$41.41	1,745	\$72,260.45
SUBTOTAL					\$548,745.21

C. Drainage Improvements					
Bid Item	Description	Unit	Unit Price	Quantity	Amount
C1	Furnish and install 18-inch Class III RCP storm sewer including pipe, joints,	LF	\$54.04	420	\$22,696.80
C2	Furnish and install 24-inch Class III RCP storm sewer (all depths) including	LF	\$65.99	658	\$43,421.42
C3	Furnish and install 30-inch Class III RCP storm sewer (all depths) including	LF	\$81.67	36	\$2,940.12
C4	Furnish and install 36-inch Class III RCP storm sewer (all depths) including	LF	\$121.89	379	\$46,196.31
C6	Furnish and install 48-inch Class III RCP storm sewer (all depths) including	LF	\$1,409.92	108	\$152,271.36
C16	Furnish and install 10' curb inlet (all depths) per City of Austin standard detail -	EA	\$4,427.96	10	\$44,279.60
C18	Furnish and install temporary 4' x 4' area inlet - complete in place	EA	\$3,709.33	3	\$11,127.99
C19	Furnish and install (4' dia) storm sewer manhole (all depths) - complete and in	EA	\$3,044.87	2	\$6,089.74
C20	Furnish and install (5' dia) storm sewer manhole (all depths) - complete and in	EA	\$3,620.00	4	\$14,480.00
C21	Furnish and install (6' dia) storm sewer manhole (all depths) - complete and in	EA	\$4,349.10	1	\$4,349.10
C25	Trench safety systems for stormwater line	LF	\$1.09	1,601	\$1,745.09
C26	Furnish and install 2" diversion berm	LF	\$5.45	600	\$3,270.00
SUBTOTAL					\$352,867.53

D. Potable Water Improvements					
Bid Item	Description	Unit	Unit Price	Quantity	Amount
D1	Furnish and install 8-inch C-900 PVC DR-14 water line including pipe, fittings,	LF	\$45.61	2,142	\$97,696.62
D2	Furnish and install 12-inch C-900 PVC DR-14 water line including pipe,	LF	\$94.78	5	\$473.90
D3	Furnish and install 8" gate valve - complete in place	EA	\$1,680.06	9	\$15,120.54
D5	Connect to existing waterline - complete in place	EA	\$1,272.57	1	\$1,272.57
D6	Furnish and install standard fire hydrant assembly, including pipe, fittings,	EA	\$4,525.58	5	\$22,627.90
D8	Furnish and install 8-inch plug	EA	\$422.99	2	\$845.98
D13	Trench safety systems for waterline	LF	\$0.54	2,147	\$1,159.38
SUBTOTAL					\$139,196.89

E. Gravity Wastewater Improvements					
Bid Item	Description	Unit	Unit Price	Quantity	Amount
E1	Furnish and install 8-inch SDR-26 PVC gravity wastewater pipe (ASTM	LF	\$50.13	555	\$27,822.15
E2	Furnish and install 8-inch SDR-26 PVC pressure wastewater pipe (ASTM	LF	\$51.66	40	\$2,066.40
E3	Furnish and install 4-ft diameter wastewater manhole (all depths) - complete in	EA	\$3,893.24	2	\$7,786.48
E5	Trench safety systems for wastewater line	LF	\$1.09	595	\$648.55
E9	Adjust existing manhole	EA	\$3,433.73	1	\$3,433.73
SUBTOTAL					\$41,757.31

3. SUBDIVISION IMPROVEMENTS (Plum Creek North Section 1)

A. Clearing and Rough Cut					
----------------------------------	--	--	--	--	--

Bid Item	Description	Unit	Unit Price	Quantity	Amount
A1	Clear and grub (ROW and mass grading of lots)	AC	\$1,307.84	16.58	\$21,683.99
A2	Excavation (ROW)	LS	\$45,774.50	1	\$45,774.50
A3	Embankment (ROW)	LS	\$59,942.80	1	\$59,942.80
A4	Lot grading	LS	\$124,272.33	1	\$124,272.33
A5	Retaining wall	SY	\$1,181.32	10	\$11,813.20
A6	Process, haul, and place excess material on residential lots. Quantity is	LS	\$35,856.14	1	\$35,856.14
SUBTOTAL					\$299,342.96

B. Street Improvements					
Bid Item	Description	Unit	Unit Price	Quantity	Amount
B1	Subgrade preparation to 3 feet behind back of curb - complete in place	SY	\$1.89	34,090	\$64,430.10
B2	Furnish and install 2" Type D HMAC in accordance with the geotech report -	SY	\$11.18	24,943	\$278,862.74
B3	Furnish and install 8" crushed limestone base to 3 feet behind back of curb in	SY	\$8.89	34,090	\$303,060.10
B4	Furnish and install standard 6" concrete curb and gutter - complete in place	LF	\$15.42	16,116	\$248,508.72
B5	Furnish and install Type I curb ramps and 4' x 4' concrete landing pads -	EA	\$1,030.20	57	\$58,721.40
B6	Furnish and install pavement marking and signage - complete in place	LS	\$14,849.47	1	\$14,849.47
B7	Provide temporary traffic control during construction, including barricades,	LS	\$5,994.28	1	\$5,994.28
B8	Furnish and install 4' wide developer sidewalk - complete in place	LF	\$23.16	1,982	\$45,903.12
B11	Furnish and install concrete valley gutter - complete in place	EA	\$6,373.77	5	\$31,868.85
SUBTOTAL					\$1,052,198.78

C. Drainage Improvements					
Bid Item	Description	Unit	Unit Price	Quantity	Amount
C1	Furnish and install 18-inch Class III RCP storm sewer including pipe, joints,	LF	\$53.07	2,909	\$154,380.63
C2	Furnish and install 24-inch Class III RCP storm sewer (all depths) including	LF	\$70.98	652	\$46,278.96
C3	Furnish and install 30-inch Class III RCP storm sewer (all depths) including	LF	\$86.91	1,367	\$118,805.97
C4	Furnish and install 36-inch Class III RCP storm sewer (all depths) including	LF	\$118.43	566	\$67,031.38
C5	Furnish and install 42-inch Class III RCP storm sewer (all depths) including	LF	\$151.53	514	\$77,886.42
C6	Furnish and install 48-inch Class III RCP storm sewer (all depths) including	LF	\$185.22	891	\$165,031.02
C7	Furnish and install 4' x 2' reinforced concrete box culvert (all depths) including	LF	\$207.00	131	\$27,117.00
C8	Furnish and install 6' x 4' reinforced concrete box culvert (all depths) including	LF	\$390.43	460	\$179,597.80
C9	Furnish and install 7' x 5' reinforced concrete box culvert (all depths) including	LF	\$502.77	323	\$162,394.71
C10	Furnish and install 18" headwall outlet structure - complete in place	EA	\$3,908.19	1	\$3,908.19
C11	Furnish and install 42" headwall outlet structure - complete in place	EA	\$11,185.85	1	\$11,185.85
C12	Furnish and install 48" headwall outlet structure - complete in place	EA	\$29,386.99	1	\$29,386.99
C13	Furnish and install 4' x 2' headwall inlet/outlet structure - complete in place	EA	\$12,631.24	2	\$25,262.48
C14	Furnish and install 6' x 4' headwall outlet structure - complete in place	EA	\$23,871.38	1	\$23,871.38
C15	Furnish and install 7' x 5' headwall outlet structure - complete in place	EA	\$27,671.05	1	\$27,671.05
C16	Furnish and install 10' curb inlet (all depths) per City of Austin standard detail -	EA	\$4,427.86	55	\$243,532.30
C17	Furnish and install 4' x 4' area inlet - complete in place	EA	\$3,709.33	2	\$7,418.66
C19	Furnish and install (4' dia) storm sewer manhole (all depths) - complete and in	EA	\$3,044.79	5	\$15,223.95
C20	Furnish and install (5' dia) storm sewer manhole (all depths) - complete and in	EA	\$3,620.07	9	\$32,580.63
C21	Furnish and install (6' dia) storm sewer manhole (all depths) - complete and in	EA	\$4,349.27	7	\$30,444.89
C22	Furnish and install 9' x 8' ID junction box (all depths) - complete in place	EA	\$17,418.42	1	\$17,418.42
C23	Furnish and install 9' x 9' ID junction box (all depths) - complete in place	EA	\$18,621.72	1	\$18,621.72
C25	Trench safety systems for stormwater line	LF	\$1.09	7,813	\$8,516.17
C26	Furnish and install 2" diversion berm	LF	\$5.45	395	\$2,152.75
C27	Northern channel	LF	\$5.45	600	\$3,270.00
C28	Eastern channel	LF	\$5.45	900	\$4,905.00
C29	Channel A	LF	\$5.45	300	\$1,635.00
SUBTOTAL					\$1,505,529.32

D. Potable Water Improvements					
Bid Item	Description	Unit	Unit Price	Quantity	Amount
D1	Furnish and install 8-inch C-900 PVC DR-14 water line including pipe, fittings,	LF	\$38.79	8,558	\$331,964.82
D2	Furnish and install 12-inch C-900 PVC DR-14 water line including pipe,	LF	\$49.56	3,494	\$173,162.64
D3	Furnish and install 8" gate valve - complete in place	EA	\$1,680.06	31	\$52,081.86
D4	Furnish and install 12" gate valve - complete in place	EA	\$2,689.07	5	\$13,445.35
D5	Connect to existing waterline - complete in place	EA	\$1,272.57	1	\$1,272.57
D6	Furnish and install standard fire hydrant assembly, including pipe, fittings,	EA	\$4,556.29	25	\$113,907.25
D7	Furnish and install temporary blow-off valve - complete in place	EA	\$2,870.85	1	\$2,870.85
D8	Furnish and install 8-inch plug	EA	\$422.97	3	\$1,268.91
D10	Furnish and install single service including pipe, valves, meter box and	EA	\$1,447.72	22	\$31,849.84
D11	Furnish and install double service including pipe, valves, meter box and	EA	\$1,859.15	90	\$167,323.50
D12	Furnish and install air release valve including all appurtenances - complete in	EA	\$3,710.74	1	\$3,710.74
D13	Trench safety systems for waterline	LF	\$0.54	12,052	\$6,508.08
SUBTOTAL					\$899,366.41

E. Gravity Wastewater Improvements					
Bid Item	Description	Unit	Unit Price	Quantity	Amount
E1	Furnish and install 8-inch SDR-26 PVC gravity wastewater pipe (ASTM	LF	\$49.51	6,895	\$341,371.45
E2	Furnish and install 8-inch SDR-26 PVC pressure wastewater pipe (ASTM	LF	\$54.64	280	\$15,299.20
E3	Furnish and install 4-ft diameter wastewater manhole (all depths) - complete in	EA	\$4,525.76	43	\$194,607.68
E4	Connect to wastewater stub	EA	\$2,573.75	1	\$2,573.75
E5	Furnish and install 8-inch plug	EA	\$22.93	3	\$68.79
E6	Furnish and install single service connection, per detail - complete in place	EA	\$2,072.62	22	\$45,597.64
E7	Furnish and install double service connection, per detail - complete in place	EA	\$2,316.29	90	\$208,466.10
E8	Trench safety systems for wastewater line	LF	\$1.09	7,175	\$7,820.75

E9	Adjust existing manhole	EA	\$3,433.58	2	\$6,867.16
				SUBTOTAL	\$822,672.52

4. POWELL LANE IMPROVEMENTS

A. Erosion Controls & Miscellaneous Items

Bid Item	Description	Unit	Unit Price	Quantity	Amount
A1	Mobilization	LS	\$36,081.55	1.00	\$36,081.55
A2	Furnish and install temporary silt fence within limits of construction	LF	\$3.34	282	\$941.88
A3	Furnish and install stabilized construction entrance	EA	\$1,038.06	1	\$1,038.06
A4	Furnish and install inlet protection	EA	\$87.97	4	\$351.88
A5	Furnish and install topsoil (4" depth) and hydromulch for permanent erosion	SY	\$4.82	1,075	\$5,181.50
A6	Site demoliton	LS	\$3,137.18	1	\$3,137.18
A7	Adjust existing wastewater manhole	EA	\$2,158.48	1	\$2,158.48
				SUBTOTAL	\$48,890.53

B. Clearing and Rough Cut

Bid Item	Description	Unit	Unit Price	Quantity	Amount
B1	Clear and grub (ROW and mass grading of lots)	AC	\$7,624.19	0.42	\$3,202.16
B2	Excavation (ROW)	LS	\$17,594.28	1	\$17,594.28
B3	Embankment (ROW)	LS	\$17,594.28	1	\$17,594.28
				SUBTOTAL	\$38,390.72

C. Street Improvements

Bid Item	Description	Unit	Unit Price	Quantity	Amount
C1	Subgrade preparation to 3 feet behind back of curb	SY	\$2.04	1,604	\$3,272.16
C2	Furnish and install 2" Type D HMAc in accordance with the geotech report	SY	\$20.70	1,142	\$23,639.40
C3	Furnish and install 8" crushed limestone base to 3 feet behind back of curb in	SY	\$9.57	1,604	\$15,350.28
C4	Furnish and install standard 6" concrete curb and gutter	LF	\$19.06	759	\$14,466.54
C5	Furnish and install Type I curb ramps and 4' x 4' concrete landing pads	EA	\$1,167.09	2	\$2,334.18
C6	Furnish and install pavement marking and signage	LS	\$4,795.10	1	\$4,795.10
C7	Provide temporary traffic control during construction, including barricades,	LS	\$5,864.76	1	\$5,864.76
C8	Furnish and install 4' wide sidewalk	LF	\$26.12	520	\$13,582.40
C9	Furnish and install concrete valley apron	EA	\$8,988.89	1	\$8,988.89
				SUBTOTAL	\$92,293.71

D. Drainage Improvements

Bid Item	Description	Unit	Unit Price	Quantity	Amount
D1	Furnish and install 18-inch Class III RCP storm sewer including pipe, joints,	LF	\$119.33	75	\$8,949.75
D2	Furnish and install 10' curb inlet (all depths) per City of Austin standard detail	EA	\$5,119.04	2	\$10,238.08
D3	Trench safety systems for stormwater line	LF	\$1.17	75	\$87.75
D4	Adjust existing storm sewer manhole	EA	\$2,111.54	1	\$2,111.54
				SUBTOTAL	\$21,387.12

E. Potable Water Improvements

Bid Item	Description	Unit	Unit Price	Quantity	Amount
E1	Furnish and install 12-inch C-900 PVC DR-14 water line including pipe,	LF	\$115.85	161	\$18,651.85
E2	Furnish and install 12" gate valve	EA	\$3,059.89	1	\$3,059.89
E3	Connect to existing waterline	EA	\$2,069.44	1	\$2,069.44
E4	Furnish and install 12-inch plug	EA	\$535.67	1	\$535.67
E5	Trench safety systems for waterline	LF	\$0.59	161	\$94.99
				SUBTOTAL	\$24,411.84

5. CHANGE ORDER #1

UNLOADED COLLECTOR STREETS - STREET IMPROVEMENTS

Bid Item	Description	Unit	Unit Price	Quantity	Amount
1	Subgrade preparation to 3 feet behind back of curb - complete in place	SY	\$1.89	398	\$752.22
2	Furnish and install 2" Type D HMAc in accordance with the geotech report -	SY	\$11.18	211	\$2,358.98
3	Furnish and install 13" crushed limestone base to 3 feet behind back of curb in	SY	\$13.60	398	\$5,412.80
4	Furnish and install standard 6" concrete curb and gutter - complete in place	LF	\$15.98	307	\$4,905.86
5	Furnish and install Type I curb ramps and 4' x 4' concrete landing pads -	EA	\$20.00	1	\$20.00
6	Furnish and install 5' wide developer sidewalk - complete in place	LF	\$26.94	-31	-\$835.14
7	Furnish and install 8' wide developer sidewalk - complete in place	LF	\$41.41	56	\$2,318.96

UNLOADED COLLECTOR STREETS - POTABLE WATER IMPROVEMENTS

8	Furnish and install standard fire hydrant assembly, including pipe, fittings,	EA	\$422.99	-2	-\$845.98
9	Combo Air Valve	EA	\$3,500.00	1	\$3,500.00

SUBDIVISION IMPROVEMENTS - CLEARING AND ROUGH CUT

10	Clear and grub (all disturbed areas including ROW, channels, mass grading of	AC	\$1,307.84	15.00	\$19,617.60
11	Added Excavation	LS	\$19,682.00	1	\$19,682.00
12	Added Embankment	LS	\$223,782.00	1	\$223,782.00

SUBDIVISION IMPROVEMENTS - STREET IMPROVEMENTS

13	Furnish and install standard 6" concrete curb and gutter - complete in place	LF	\$15.42	-85	-\$1,310.70
14	Furnish and install Type I curb ramps and 4' x 4' concrete landing pads -	EA	\$1,030.20	-3	-\$3,090.60
15	Furnish and install 4' wide developer sidewalk - complete in place	LF	\$23.16	-332	-\$7,689.12

SUBDIVISION IMPROVEMENTS - POTABLE WATER IMPROVEMENTS

16	Furnish and install 8-inch C-900 PVC DR-14 water line including pipe, fittings,	LF	\$38.79	-50	-\$1,939.50
17	Furnish and install 8" gate valve - complete in place	EA	\$1,680.06	2	\$3,360.12
18	Furnish and install 8-inch plug	EA	\$422.97	2	\$845.94
19	Trench safety systems for waterline	LF	\$0.54	-50	-\$27.00
20	Combo Air Valve	EA	\$3,500.00	3	\$10,500.00

21	P&P Bond Premium	LS	\$4,219.78	1	\$4,219.78
SUBTOTAL					\$285,538.22

6. CHANGE ORDER #2A

Bid Item	Description	Unit	Unit Price	Quantity	Amount
1	Installation of moisture barrier	LF	\$5.247953	12,900	\$67,698.59
2	P&P Bond Premium	LS	\$1,015.48	1	\$1,015.48
SUBTOTAL					\$68,714.07

7. CHANGE ORDER #3

Bid Item	Description	Unit	Unit Price	Quantity	Amount
1	Trench Excavation	LF	\$15.80	19,110	\$301,938.00
2	3" Sch 40 Conduit	LF	\$4.00	31,840	\$127,360.00
3	4" Sch 40 Conduit	LF	\$4.90	8,430	\$41,307.00
4	8X8 Switchgear with dual slotted lid	EA	\$15,000.00	3	\$45,000.00
5	74 Combo Pad	EA	\$2,500.00	2	\$5,000.00
6	74 Pad	EA	\$2,250.00	5	\$11,250.00
7	74 Cabinet with 18" riser	EA	\$2,150.00	4	\$8,600.00
8	74 Cabinet	EA	\$1,500.00	3	\$4,500.00
9	56 Combo Pad	EA	\$2,400.00	8	\$19,200.00
10	56 Pad	EA	\$1,900.00	5	\$9,500.00
11	56 Cabinet	EA	\$1,300.00	13	\$16,900.00
12	36 Combo Pad	EA	\$1,950.00	1	\$1,950.00
13	36 Cabinet	EA	\$975.00	1	\$975.00
14	Concrete Transformer Pad	EA	\$1,600.00	31	\$49,600.00
15	Meter Pedestal	EA	\$550.00	121	\$66,550.00
16	Primary Riser	EA	\$1,800.00	1	\$1,800.00
17	Dry Utility Staking	EA	\$11,000.00	1	\$11,000.00
18	Street Light Trench	LF	\$10.00	930	\$9,300.00
19	Street Light Conduit	LF	\$3.25	1,630	\$5,297.50
20	Street Light Wire	LF	\$2.25	2,465	\$5,546.25
21	Decorative Street Light	EA	\$5,250.00	24	\$126,000.00
22	P&P Bond Premium	LS	\$10,836.45	1	\$10,836.45
SUBTOTAL					\$879,410.20

8. CHANGE ORDER #4

Bid Item	Description	Unit	Unit Price	Quantity	Amount
1	3" Sch 40 Conduit	LF	\$4.00	600	\$2,400.00
2	74 Combo Pad	EA	\$2,500.00	1	\$2,500.00
3	74 Cabinet	EA	\$1,500.00	1	\$1,500.00
4	56 Combo Pad	EA	\$2,400.00	-1	-\$2,400.00
5	56 Cabinet	EA	\$1,300.00	-1	-\$1,300.00
6	P&P Bond Premium	LS	\$40.50	1	\$40.50
SUBTOTAL					\$2,740.50

9. CHANGE ORDER #5 (POWELL LANE)

Bid Item	Description	Unit	Unit Price	Quantity	Amount
1	Decorative Street Light	EA	\$5,250.00	1	\$5,250.00
2	P&P Bond Premium	LS	\$78.75	1	\$78.75
SUBTOTAL					\$5,328.75

10. CHANGE ORDER #6 (POWELL LANE)

Bid Item	Description	Unit	Unit Price	Quantity	Amount
1	2" Bore for future street light	EA	\$6,800.00	1	\$6,800.00
2	P&P Bond Premium	LS	\$102.00	1	\$102.00
SUBTOTAL					\$6,902.00

11. CHANGE ORDER #7

Bid Item	Description	Unit	Unit Price	Quantity	Amount
1	Decorative Double Head Street Lights	EA	\$8,082.02	5	\$40,410.10
2	Decorative Single Head Street Light	EA	\$5,250.00	-5	-\$26,250.00
3	Decorative Single Head Street Light (Mtl Only)	EA	\$3,886.29	3	\$11,658.87
4	P&P Bond Premium	LS	\$387.28	1	\$387.28
SUBTOTAL					\$26,206.25

12. CHANGE ORDER #8

Bid Item	Description	Unit	Unit Price	Quantity	Amount
1	Repair of Moisture Barrier Damaged by Home Builders	LS	\$1,994.63	1	\$1,994.63
2	Lowering of Waterline/Relocated Fire Hydrant at Kohlers Crossing	LS	\$3,989.25	1	\$3,989.25
3	Added 2" Irrigation Meter/Service Sht 76/89/90 5.27.2020	EA	\$6,497.63	1	\$6,497.63
4	Added Silt Fence along Sanders Blvd	LS	\$928.00	1	\$928.00
5	Relocate Inlet at Amenity Center 9.28.2020	LS	\$1,994.63	1	\$1,994.63
6	Lower Storm Sewer on Jack Ryan	EA	\$2,991.94	1	\$2,991.94
7	Added Irrigation Sleeves Sheet 113/114 5.27.2020	EA	\$16,098.25	1	\$16,098.25
8	P&P Bond Premium	LS	\$89.75	1	\$89.75
SUBTOTAL					\$34,584.08

13. ENGINEERING & CONSULTING FEES (Plum Creek Phase 2, Section 1 & Powell Lane)

Bid Item	Description	Unit	Unit Price	Quantity	Amount
2	Eng-Bidding	LS	\$8,000.00	1	\$8,000.00
3	Eng-Civil Design	LS	\$308,000.00	1	\$308,000.00
4	Eng-Construction Phase Services	LS	\$36,000.00	1	\$36,000.00
11	Survey-Final Plat	LS	\$74,200.00	1	\$74,200.00
SUBTOTAL					\$426,200.00

14. FEES

Bid Item	Description	Unit	Unit Price	Quantity	Amount
1	Preliminary Plat Review Fee (\$1,002.58 + \$6.04 per lot + \$150 fire review)	LOTS	\$6.04	225	\$2,511.58
2	Construction Plan Review Fee - Plum Creek Phase 2, Section 1 (\$1,838.52 +	%	1.5%	5,053,076	\$77,634.66
3	Construction Plan Review Fee - Powell Lane (\$1,838.52 + 1.5% of the value	%	1.5%	106,411	\$3,434.69
4	Construction Inspection Fee - Plum Creek Phase 2, Section 1	%	2%	7,269,205.42	\$145,384.11
5	Construction Inspection Fee - Powell Lane	%	2%	225,373.92	\$4,507.48
6	Final Plat Review Fee (\$1,142.76 + \$18.11 per acre + \$150 fire review)	AC	\$18.11	67.6	\$2,517.00
7	Parkland Improvement Fee	LOTS	\$750.00	202	\$151,500.00
8	Parkland Dedication Fee	LOTS	\$750.00	202	\$151,500.00
12	Impact Fees Wastewater	LUE	\$2,826.00	202	\$570,852.00
13	Impact Fees Water	LUE	\$3,535.00	202	\$714,070.00
SUBTOTAL					\$1,823,911.51

Summary - Construction (Plum Creek North Section 1 & Powell Lane)

1. GENERAL		
A. Erosion Controls and Miscellaneous Items		\$256,052.94
SUBTOTAL		\$256,052.94
2. UNLOADED COLLECTOR STREETS		
A. Clearing and Rough Cut		\$42,051.50
B. Street Improvements		\$548,745.21
C. Drainage Improvements		\$352,867.53
D. Potable Water Improvements		\$139,196.89
E. Gravity Wastewater Improvements		\$41,757.31
SUBTOTAL		\$1,124,618.44
3. SUBDIVISION IMPROVEMENTS		
A. Clearing and Rough Cut		\$299,342.96
B. Street Improvements		\$1,052,198.78
C. Drainage Improvements		\$1,505,529.32
D. Potable Water Improvements		\$899,366.41
E. Gravity Wastewater Improvements		\$822,672.52
SUBTOTAL		\$4,579,109.99
4. POWELL LANE IMPROVEMENTS		
A. Erosion Controls & Miscellaneous Items		\$48,890.53
B. Clearing and Rough Cut		\$38,390.72
C. Street Improvements		\$92,293.71
D. Drainage Improvements		\$21,387.12
E. Potable Water Improvements		\$24,411.84
SUBTOTAL		\$225,373.92
5. CHANGE ORDER #1		\$285,538.22
6. CHANGE ORDER #2A		\$68,714.07
12. CHANGE ORDER #8		\$34,584.08
DRY UTILITIES/PRIVATE COSTS (NOT INCLUDED IN OVERALL SUBTOTAL)		
7. CHANGE ORDER #3		\$879,410.20
8. CHANGE ORDER #4		\$2,740.50
9. CHANGE ORDER #5 (POWELL LANE)		\$5,328.75
10. CHANGE ORDER #6 (POWELL LANE)		\$6,902.00
11. CHANGE ORDER #7		\$26,206.25
OVERALL SUBTOTAL		\$6,573,991.66
13. ENGINEERING & CONSULTING FEES (Plum Creek Phase 2, Section 1 & Powell Lane)		\$426,200.00
14. FEES		\$1,823,911.51
GRAND TOTAL		\$8,824,103.17

PLUM CREEK NORTH IMPROVEMENT AREA #1
Streets, Drainage, Water, and Wastewater Improvements
OPINION OF PROBABLE COST
January 8, 2021

1. GENERAL (Plum Creek North Section 2)					
A. Erosion Controls & Miscellaneous Items					
Bid Item	Description	Unit	Unit Price	Quantity	Amount
A1	Mobilization	LS	\$103,465.42	1	\$103,465.42
A2	Furnish and install temporary silt fence within limits of construction - complete in place & maintain during construction	LF	\$2.29	4,502	\$10,309.58
A3	Furnish and install rock berm - complete in place	LF	\$21.80	100	\$2,180.00
A4	Furnish and install stabilized construction entrance - complete in place & maintain during construction	EA	\$1,509.47	2	\$3,018.94
A5	Furnish and install inlet protection - complete in place & maintain during construction	EA	\$76.29	83	\$6,332.07
A6	Furnish and install topsoil (4" depth) and hydromulch for permanent erosion control in disturbed ROW - complete in place	SY	\$2.08	37,222	\$77,421.76
A7	Furnish and install hydromulch for permanent erosion control in all disturbed areas outside of ROW - complete in place	SY	\$2.08	37,222	\$77,421.76
A8	Site demolition	LS	\$3,792.74	1	\$3,792.74
A9	furnish and install street lights	EA	\$4,000.00	22	\$88,000.00
A10	furnish and install irrigation sleeves	LF	\$25.00	400	\$10,000.00
SUBTOTAL					\$381,942.27
2. COLLECTOR C STREETS (SALTA)					
A. Clearing and Rough Cut					
Bid Item	Description	Unit	Unit Price	Quantity	Amount
A1	Clear and grub (ROW)	AC	\$1,307.84	2.91	\$3,802.81
A2	Excavation (ROW)	CY	\$10.00	2,784	\$27,842.00
A3	Embankment (ROW)	CY	\$5.00	1,982	\$9,912.20
SUBTOTAL					\$41,557.01
B. Street Improvements					
Bid Item	Description	Unit	Unit Price	Quantity	Amount
B1	Subgrade preparation to 3 feet behind back of curb - complete in place	SY	\$1.89	10,239	\$19,351.33
B2	Furnish and install 2" Type D HMAC in accordance with the geotech report - complete in place	SY	\$11.18	6,981	\$78,049.45
B3	Furnish and install 13" crushed limestone base to 3 feet behind back of curb in accordance with the geotech report - complete in place	SY	\$13.60	10,239	\$139,247.68
B4	Furnish and install standard 6" concrete curb and gutter - complete in place	LF	\$15.96	4,767	\$76,081.64
B5	Furnish and install mountable curb and gutter - complete in place	LF	\$15.96	223	\$3,562.58
B6	Furnish and install Type I curb ramps and 4' x 4' concrete landing pads - complete in place	EA	\$1,030.20	8	\$8,241.60
B7	Furnish and install pavement marking and signage - complete in place	LS	\$5,449.35	1	\$5,449.35
B8	Provide temporary traffic control during construction, including barricades, construction signs, temporary pavement markings, and channelizing devices - complete in place	LS	\$5,994.28	1	\$5,994.28
B9	Furnish and install 5' wide developer sidewalk - complete in place	LF	\$26.94	1,319	\$35,542.21
B10	Furnish and install 8' wide developer sidewalk - complete in place	LF	\$41.41	1,221	\$50,554.16
SUBTOTAL					\$422,074.28
C. Drainage Improvements					
Bid Item	Description	Unit	Unit Price	Quantity	Amount
C1	Furnish and install 18-inch Class III RCP storm sewer including pipe, joints, bedding, and all other appurtenances (all depths) - complete in place	LF	\$54.04	468	\$25,292.88
C2	Furnish and install 24-inch Class III RCP storm sewer (all depths) including pipe, joints, bedding, and all other appurtenances - complete in place	LF	\$65.99	610	\$40,224.20
C3	Furnish and install 30-inch Class III RCP storm sewer (all depths) including pipe, joints, bedding, and all other appurtenances - complete in place	LF	\$81.67	108	\$8,823.63
C4	Furnish and install 36-inch Class III RCP storm sewer (all depths) including pipe, joints, bedding, and all other appurtenances - complete in place	LF	\$121.89	212	\$25,799.24
C5	Furnish and install 48-inch Class III RCP storm sewer (all depths) including pipe, joints, bedding, and all other appurtenances - complete in place	LF	\$1,409.92	77	\$108,352.35
C6	Furnish and install 48" headwall outlet structure - complete in place	EA	\$29,386.99	1	\$29,386.99
C7	Furnish and install 10' curb inlet (all depths) per City of Austin standard detail - complete in place	EA	\$4,427.96	9	\$39,851.64
C8	Furnish and install 4' x 4' junction box - complete in place	EA	\$4,500.00	3	\$13,500.00
C9	Furnish and install (4' dia) storm sewer manhole (all depths) - complete and in place	EA	\$3,044.87	1	\$3,044.87
C10	Trench safety systems for stormwater line	LF	\$1.09	1,474	\$1,606.81
C11	Remove existing diversion berms	LF	\$5.45	600	\$3,270.00
C12	Remove temporary area inlet	EA	\$2,000.00	3	\$6,000.00
SUBTOTAL					\$305,152.61

D. Potable Water Improvements					
Bid Item	Description	Unit	Unit Price	Quantity	Amount
D1	Furnish and install 8-inch C-900 PVC DR-14 water line including pipe, fittings, restraints, bedding, and all other appurtenances (all depths) - complete in place	LF	\$45.61	578	\$26,346.62
D2	Furnish and install 12-inch C-900 PVC DR-14 water line including pipe, fittings, restraints, bedding, and all other appurtenances (all depths) - complete in place	LF	\$94.78	928	\$87,992.80
D3	Furnish and install 8" gate valve - complete in place	EA	\$1,680.06	2	\$3,360.12
D4	Furnish and install 12" gate valve - complete in place	EA	\$2,690.00	4	\$10,760.00
D5	Furnish and install 12"x8" Reducer - complete in place	EA	\$3,000.00	1	\$3,000.00
D6	Connect to existing waterline - complete in place	EA	\$1,272.57	2	\$2,545.14
D7	Furnish and install standard fire hydrant assembly, including pipe, fittings, restraints, valve, hydrant, and all required appurtenances - complete in place	EA	\$4,525.58	3	\$13,576.74
D8	Furnish and install 12-inch plug	EA		1	
D9	Trench safety systems for waterline	LF	\$0.54	1,506	\$813.26
SUBTOTAL					\$148,394.68

E. Gravity Wastewater Improvements					
Bid Item	Description	Unit	Unit Price	Quantity	Amount
E1	Furnish and install 8-inch SDR-26 PVC gravity wastewater pipe (ASTM D3034) including pipe, joints, bedding, and all other appurtenances (all depths) - complete in place **Measured to the interior wall of the MH	LF	\$50.13	619	\$31,034.48
E2	Furnish & install 4-ft diameter wastewater manhole (all depths) complete in place	EA	\$3,893.24	5	\$19,466.20
E3	Trench safety systems for wastewater line	LF	\$1.09	619	\$674.80
E4	Adjust existing manhole	EA	\$3,433.73	5	\$17,168.65
SUBTOTAL					\$68,344.13

3. UNLOADED COLLECTOR A STREETS (JACK RYAN) (Plum Creek North Section 2)

A. Clearing and Rough Cut					
Bid Item	Description	Unit	Unit Price	Quantity	Amount
A1	Clear and grub (ROW)	AC	\$1,307.84	1.09	\$1,425.55
A2	Excavation (ROW)	CY	\$10.00	1,619	\$16,185.40
A3	Embankment (ROW)	CY	\$5.00	521	\$2,603.10
SUBTOTAL					\$20,214.05

B. Street Improvements					
Bid Item	Description	Unit	Unit Price	Quantity	Amount
B1	Subgrade preparation to 3 feet behind back of curb - complete in place	SY	\$1.89	3,524	\$6,659.70
B2	Furnish and install 2" Type D HMAC in accordance with the geotech report - complete in place	SY	\$11.18	2,711	\$30,313.00
B3	Furnish and install 13" crushed limestone base to 3 feet behind back of curb in accordance with the geotech report - complete in place	SY	\$13.60	3,524	\$47,921.64
B4	Furnish and install standard 6" concrete curb and gutter - complete in place	LF	\$15.96	1,522	\$24,292.24
B5	Furnish and install Type I curb ramps and 4' x 4' concrete landing pads - complete in place	EA	\$1,030.20	6	\$6,181.20
B6	Furnish and install pavement marking and signage - complete in place	LS	\$5,449.35	1	\$5,449.35
B7	Provide temporary traffic control during construction, including barricades, construction signs, temporary pavement markings, and channelizing devices - complete in place	LS	\$5,994.28	1	\$5,994.28
B8	Furnish and install 5' wide developer sidewalk - complete in place	LF	\$26.94	681	\$18,353.41
B9	Furnish and install 8' wide developer sidewalk - complete in place	LF	\$41.41	654	\$27,098.29
SUBTOTAL					\$172,263.11

C. Drainage Improvements					
Bid Item	Description	Unit	Unit Price	Quantity	Amount
C1	Furnish and install 18-inch Class III RCP storm sewer including pipe, joints, bedding, and all other appurtenances (all depths) - complete in place	LF	\$54.04	248	\$13,379.76
C2	Furnish and install 24-inch Class III RCP storm sewer (all depths) including pipe, joints, bedding, and all other appurtenances - complete in place	LF	\$65.99	157	\$10,385.51
C3	Furnish and install 10' curb inlet (all depths) per City of Austin standard detail - complete in place	EA	\$4,427.96	3	\$13,283.88
C4	Furnish and install (4' dia) storm sewer manhole (all depths) - complete and in place	EA	\$3,044.87	1	\$3,044.87
C5	Trench safety systems for stormwater line	LF	\$1.09	405	\$441.42
SUBTOTAL					\$40,535.44

4. SUBDIVISION IMPROVEMENTS (Plum Creek North Section 2)

A. Clearing and Rough Cut

Bid Item	Description	Unit	Unit Price	Quantity	Amount
A1	Clear and grub (all disturbed areas including ROW, channels)	AC	\$1,307.84	10.10	\$13,209.18
A2	Excavation (ROW)	CY	\$10.00	19,174	\$191,738.50
A3	Embankment (ROW) FILL	CY	\$5.00	2,371	\$11,857.05
SUBTOTAL					\$216,804.73

B. Street Improvements

Bid Item	Description	Unit	Unit Price	Quantity	Amount
B1	Subgrade preparation to 3 feet behind back of curb - complete in place	SY	\$1.89	40,582	\$76,700.53
B2	Furnish and install 2" Type D HMAC in accordance with the geotech report - complete in place	SY	\$11.18	28,700	\$320,860.86
B3	Furnish and install 8" crushed limestone base to 3 feet behind back of curb in accordance with the geotech report - complete in place	SY	\$8.89	40,582	\$360,776.56
B4	furnish and install 6" concrete pavement for alleys	SY	\$50.00	2,307	\$115,338.44
B5	Furnish and install standard 6" concrete curb and gutter - complete in place	LF	\$15.42	15,522	\$239,355.10
B6	Furnish and install Type I curb ramps and 4' x 4' concrete landing pads - complete in place	EA	\$1,030.20	36	\$37,087.20
B7	Furnish and install pavement marking and signage - complete in place	LS	\$14,849.47	1	\$14,849.47
B8	Provide temporary traffic control during construction, including barricades, construction signs, temporary pavement markings, and channelizing devices - complete in place	LS	\$5,994.28	1	\$5,994.28
B9	Furnish and install 4' wide developer sidewalk - complete in place	LF	\$23.16	2,263	\$52,401.12
B10	Furnish and install concrete valley gutter - complete in place	EA	\$6,373.77	3	\$19,121.31
SUBTOTAL					\$1,242,484.86

C. Drainage Improvements

Bid Item	Description	Unit	Unit Price	Quantity	Amount
C1	Furnish and install 18-inch Class III RCP storm sewer including pipe, joints, bedding, and all other appurtenances (all depths) - complete in place	LF	\$53.07	2,844	\$150,925.77
C2	Furnish and install 24-inch Class III RCP storm sewer (all depths) including pipe, joints, bedding, and all other appurtenances - complete in place	LF	\$70.98	2,654	\$188,404.34
C3	Furnish and install 30-inch Class III RCP storm sewer (all depths) including pipe, joints, bedding, and all other appurtenances - complete in place	LF	\$86.91	1,538	\$133,651.07
C4	Furnish and install 36-inch Class III RCP storm sewer (all depths) including pipe, joints, bedding, and all other appurtenances - complete in place	LF	\$118.43	618	\$73,232.37
C5	Furnish and install 42-inch Class III RCP storm sewer (all depths) including pipe, joints, bedding, and all other appurtenances - complete in place	LF	\$151.53	347	\$52,580.91
C6	Furnish and install 48-inch Class III RCP storm sewer (all depths) including pipe, joints, bedding, and all other appurtenances - complete in place	LF	\$185.22	120	\$22,204.17
C7	Furnish and install 60-inch Class III RCP storm sewer (all depths) including pipe, joints, bedding, and all other appurtenances - complete in place	LF	\$207.00	335	\$69,369.84
C8	Furnish and install 60" headwall outlet structure - complete in place	EA	\$20,000.00	1	\$20,000.00
C9	Furnish and install 10' curb inlet (all depths) per City of Austin standard detail - complete in place	EA	\$4,427.86	63	\$278,955.18
C10	Furnish and install 4' x 4' junction box - complete in place	EA	\$4,500.00	4	\$18,000.00
C11	Furnish and install 5' x 5' junction box - complete in place	EA	\$5,500.00	3	\$16,500.00
C12	Furnish and install 6' x 6' junction box - complete in place	EA	\$7,000.00	2	\$14,000.00
C13	Furnish and install 8' x 8' junction box - complete in place	EA	\$10,000.00	1	\$10,000.00
C14	Furnish and install 4' x 4' grate inlet - complete in place	EA	\$3,709.33	7	\$25,965.31
C15	Furnish and install 5' x 5' grate inlet - complete in place	EA	\$4,500.00	1	\$4,500.00
C16	Furnish and install (4' dia) storm sewer manhole (all depths) - complete and in place	EA	\$3,044.79	5	\$15,223.95
C17	Furnish and install (5' dia) storm sewer manhole (all depths) - complete and in place	EA	\$3,620.07	8	\$28,960.56
C18	Furnish and install (6' dia) storm sewer manhole (all depths) - complete and in place	EA	\$4,349.27	2	\$8,698.54
C19	Furnish and install (7' dia) storm sewer manhole (all depths) - complete and in place	EA	\$6,000.00	1	\$6,000.00
C20	Furnish and install (8' dia) storm sewer manhole (all depths) - complete and in place	EA	\$8,500.00	2	\$17,000.00
C21	Trench safety systems for stormwater line	LF	\$1.09	8,456	\$9,217.48
C22	Detention Pond - Complete and in place	EA	\$175,000.00	1	\$175,000.00
SUBTOTAL					\$1,338,389.50

D. Potable Water Improvements					
Bid Item	Description	Unit	Unit Price	Quantity	Amount
D1	Furnish and install 8-inch C-900 PVC DR-14 water line including pipe, fittings, restraints, bedding, and all other appurtenances (all depths) - complete in place	LF	\$38.79	6,799	\$263,736.70
D2	Furnish and install 12-inch C-900 PVC DR-14 water line including pipe, fittings, restraints, bedding, and all other appurtenances (all depths) - complete in place	LF	\$49.56	1,924	\$95,364.34
D3	Furnish and install 8" gate valve - complete in place	EA	\$1,680.06	23	\$38,641.38
D4	Furnish and install 12" gate valve - complete in place	EA	\$2,689.07	7	\$18,823.49
D5	Connect to existing waterline - complete in place	EA	\$1,272.57	1	\$1,272.57
D6	Furnish and install standard fire hydrant assembly, including pipe, fittings, restraints, valve, hydrant, and all required appurtenances - complete in place	EA	\$4,556.29	14	\$63,788.06
D7	Furnish and install 12-inch plug	EA	\$2,690.00	2	\$5,380.00
D8	Furnish and install single service including pipe, valves, meter box and appurtenances - complete in place	EA	\$1,447.72	13	\$18,820.36
D9	Furnish and install double service including pipe, valves, meter box and appurtenances - complete in place	EA	\$1,859.15	94	\$174,760.10
D10	Furnish and install air release valve including all appurtenances - complete in place	EA	\$3,710.74	2	\$7,421.48
D11	Trench safety systems for waterline	LF	\$0.54	8,723	\$4,710.59
SUBTOTAL					\$692,719.07

E. Gravity Wastewater Improvements					
Bid Item	Description	Unit	Unit Price	Quantity	Amount
E1	Furnish and install 8-inch SDR-26 PVC gravity wastewater pipe (ASTM D3034) including pipe, joints, bedding ,and all other appurtenances (all depths) - complete in place **Measured to the interior wall of the MH	LF	\$49.51	6,044	\$299,223.09
E2	Furnish and install 4-ft diameter wastewater manhole (all depths) - complete in place	EA	\$4,525.76	38	\$171,978.88
E3	Connect to wastewater stub	EA	\$2,573.75	3	\$7,721.25
E4	Furnish and install single service connection, per detail - complete in place	EA	\$2,072.62	15	\$31,089.30
E5	Furnish and install double service connection, per detail - complete in place	EA	\$2,316.29	93	\$215,414.97
E6	Trench safety systems for wastewater line	LF	\$1.09	6,044	\$6,587.62
SUBTOTAL					\$732,015.11

5. ENGINEERING & CONSULTING FEES (Plum Creek North Section 2)					
Bid Item	Description	Unit	Unit Price	Quantity	Amount
1	Eng-Bidding	LS	\$8,000.00	1	\$8,000.00
2	Eng-Civil Design	LS	\$362,750.00	1	\$362,750.00
3	Eng-Construction Phase Services	LS	\$25,000.00	1	\$25,000.00
4	Survey-Final Plat	LS	\$79,685.00	1	\$79,685.00
SUBTOTAL					\$475,435.00

6. FEES					
Bid Item	Description	Unit	Unit Price	Quantity	Amount
1	Preliminary Plat Review Fee (\$1,002.58 + \$6.04 per lot + \$150 fire review)	LOTS	\$6.04	217	\$2,463.26
2	Construction Plan Review Fee (\$1,838.52 + 1.5% of the value of improvements)	%	1.5%	6,049,335.37	\$92,578.55
3	Construction Inspection Fee	%	2%	6,049,335.37	\$120,986.71
4	Final Plat Review Fee (\$1,142.76 + \$18.11 per acre + \$150 fire review)	AC	\$18.11	55.0	\$2,289.35
5	Parkland Improvement Fee	LOTS	\$750.00	201	\$150,750.00
6	Parkland Dedication Fee	LOTS	\$750.00	201	\$150,750.00
SUBTOTAL					\$519,817.87

Summary - Construction (Plum Creek North Section 2)	
1. GENERAL	
A. Erosion Controls and Miscellaneous Items	\$381,942.27
SUBTOTAL	\$381,942.27
2. COLLECTOR C STREET	
A. Clearing and Rough Cut	\$41,557.01
B. Street Improvements	\$422,074.28
C. Drainage Improvements	\$305,152.61
D. Potable Water Improvements	\$148,394.68
E. Gravity Wastewater Improvements	\$68,344.13
SUBTOTAL	\$985,522.71
3. COLLECTOR A STREET	
A. Clearing and Rough Cut	\$20,214.05
B. Street Improvements	\$172,263.11
C. Drainage Improvements	\$40,535.44
SUBTOTAL	\$233,012.59
4. SUBDIVISION IMPROVEMENTS	
A. Clearing and Rough Cut	\$216,804.73
B. Street Improvements	\$1,242,484.86
C. Drainage Improvements	\$1,338,389.50
D. Potable Water Improvements	\$692,719.07
E. Gravity Wastewater Improvements	\$732,015.11
SUBTOTAL	\$4,222,413.28
OVERALL SUBTOTAL	\$5,822,890.85
CONTINGENCY (15%)	\$873,433.63
5. ENGINEERING & CONSULTING FEES (Plum Creek North Section 2)	\$475,435.00
6. FEES	\$519,817.87
GRAND TOTAL	\$7,691,577.35

NOTES:

1. This Engineer's Opinion of Probable Cost (OPC) is not prepared by a contractor or professional cost estimator. Actual construction bids may vary significantly due to timing of construction, changing conditions, the competitive nature of the market, labor rate changes, or other factors.
2. Engineer's OPC is based on incomplete and unapproved construction plans.
3. Dry utility cost associated with electric, gas, cable and telecom is not included.
4. Hardscape and landscaping is not included.
5. Developer soft costs are not included
6. Unit prices were taken from Liberty Civil, 2019.
7. Geotech report not available at this time to verify pavement sections. High P.I. areas requiring moisture barrier are excluded and are part of the contingency.
8. Homebuilder sidewalk not included.
9. Assumes spoils are stockpiled onsite for future phase use.

PLUM CREEK NORTH IMPROVEMENT AREA #2
Streets, Drainage, Water, and Wastewater Improvements
OPINION OF PROBABLE COST
January 26, 2021

1. GENERAL (Plum Creek North, Section 3)					
A. Erosion Controls & Miscellaneous Items					
Bid Item	Description	Unit	Unit Price	Quantity	Amount
A1	Mobilization	LS	\$103,465.42	1	\$103,465.42
A2	Furnish and install temporary silt fence within limits of construction - complete in place & maintain during construction	LF	\$2.29	6,826	\$15,631.54
A3	Furnish and install rock berm - complete in place	LF	\$21.80	250	\$5,450.00
A4	Furnish and install stabilized construction entrance - complete in place & maintain during construction	EA	\$1,509.47	1	\$1,509.47
A5	Furnish and install inlet protection - complete in place & maintain during construction	EA	\$76.29	27	\$2,059.83
A6	Furnish and install topsoil (4" depth) and hydromulch for permanent erosion control in disturbed ROW - complete in place	SY	\$2.08	15,058	\$31,319.60
A7	Furnish and install hydromulch for permanent erosion control in all disturbed areas outside of ROW - complete in place	SY	\$2.08	15,058	\$31,319.60
A8	Site demolition	LS	\$3,792.74	1	\$3,792.74
A9	Furnish and Install Street Lights	EA	\$4,000.00	14	\$56,000.00
A10	Furnish and Install Irrigation Sleeves	LF	\$25.00	1,000	\$25,000.00
SUBTOTAL					\$275,548.20
2. COLLECTOR B STREETS (Plum Creek North, Section 3)					
A. Clearing and Rough Cut					
Bid Item	Description	Unit	Unit Price	Quantity	Amount
A1	Clear and grub (ROW)	AC	\$1,307.84	5.01	\$6,547.44
A2	Excavation (ROW)	CY	\$10.00	12,115	\$121,152.50
A3	Embankment (ROW)	CY	\$5.00	8,481	\$42,403.38
SUBTOTAL					\$170,103.32
B. Street Improvements					
Bid Item	Description	Unit	Unit Price	Quantity	Amount
B1	Subgrade preparation to 3 feet behind back of curb - complete in place	SY	\$1.89	14,147	\$26,737.83
B2	Furnish and install 2" Type D HMA in accordance with the geotech report - complete in place	SY	\$11.18	11,137	\$124,511.66
B3	Furnish and install 13" crushed limestone base to 3 feet behind back of curb in accordance with the geotech report - complete in place	SY	\$13.60	14,147	\$192,399.20
B4	Furnish and install standard 6" concrete curb and gutter - complete in place	LF	\$15.96	10,836	\$172,942.56
B5	Furnish and install mountable curb and gutter - complete in place	LF	\$15.96	0	\$0.00
B6	Furnish and install Type I curb ramps and 4' x 4' concrete landing pads - complete in place	EA	\$1,030.20	12	\$12,362.40
B7	Furnish and install pavement marking and signage - complete in place	LS	\$5,449.35	1	\$5,449.35
B8	Provide temporary traffic control during construction, including barricades, construction signs, temporary pavement markings, and channelizing devices - complete in place	LS	\$5,994.28	1	\$5,994.28
B9	Furnish and install 5' wide developer sidewalk - complete in place	LF	\$26.94	2,709	\$72,980.46
B10	Furnish and install 8' wide developer sidewalk - complete in place	LF	\$41.41	2,709	\$112,179.69
SUBTOTAL					\$725,557.43
C. Drainage Improvements					
Bid Item	Description	Unit	Unit Price	Quantity	Amount
C1	Furnish and install 18-inch Class III RCP storm sewer including pipe, joints, bedding, and all other appurtenances (all depths) - complete in place	LF	\$53.07	200	\$10,614.00
C4	Furnish and install 36-inch Class III RCP storm sewer (all depths) including pipe, joints, bedding, and all other appurtenances - complete in place	LF	\$118.43	850	\$100,665.50
C5	Furnish and install 42-inch Class III RCP storm sewer (all depths) including pipe, joints, bedding, and all other appurtenances - complete in place	LF	\$151.53	250	\$37,882.50
C7	Furnish and install 54-inch Class III RCP storm sewer (all depths) including pipe, joints, bedding, and all other appurtenances - complete in place	LF	\$200.00	400	\$80,000.00
C8	Furnish and install 42" headwall outlet structure - complete in place	EA	\$10,000.00	1	\$10,000.00
C9	Furnish and install 10' curb inlet (all depths) per City of Austin standard detail - complete in place	EA	\$4,427.86	8	\$35,422.88
C12	Furnish and install 6' x 6' junction box - complete in place	EA	\$7,000.00	3	\$21,000.00
C13	Furnish and install 8' x 8' junction box - complete in place	EA	\$10,000.00	1	\$10,000.00
C16	Furnish and install (4' dia) storm sewer manhole (all depths) - complete and in place	EA	\$3,044.79	2	\$6,089.58
C21	Trench safety systems for stormwater line	LF	\$1.09	1,700	\$1,853.00
SUBTOTAL					\$313,527.46

D. Potable Water Improvements					
Bid Item	Description	Unit	Unit Price	Quantity	Amount
D1	Furnish and install 8-inch C-900 PVC DR-14 water line including pipe, fittings, restraints, bedding, and all other appurtenances (all depths) - complete in place	LF	\$45.61	211	\$9,623.71
D2	Furnish and install 12-inch C-900 PVC DR-14 water line including pipe, fittings, restraints, bedding, and all other appurtenances (all depths) - complete in place	LF	\$94.78	2,709	\$256,759.02
D3	Furnish and install 8" gate valve - complete in place	EA	\$1,680.06	4	\$6,720.24
D4	Furnish and install 12" gate valve - complete in place	EA	\$2,690.00	5	\$13,450.00
D5	Connect to existing waterline - complete in place	EA	\$1,272.57	1	\$1,272.57
D6	Furnish and install standard fire hydrant assembly, including pipe, fittings, restraints, valve, hydrant, and all required appurtenances - complete in place	EA	\$4,525.58	6	\$27,153.48
D7	Furnish and install 8-inch plug	EA	\$750.00	4	\$3,000.00
D8	Furnish and install 12-inch plug	EA	\$750.00	1	\$750.00
D9	Furnish and install air release valve including all appurtenances - complete in place	EA	\$3,710.74	3	\$11,132.22
D10	Trench safety systems for waterline	LF	\$0.54	2,920	\$1,576.80
SUBTOTAL					\$331,438.04

E. Gravity Wastewater Improvements					
Bid Item	Description	Unit	Unit Price	Quantity	Amount
E1	Furnish and install 8-inch SDR-26 PVC gravity wastewater pipe (ASTM D3034) including pipe, joints, bedding ,and all other appurtenances (all depths) - complete in place **Measured to the interior wall of the MH	LF	\$50.13	1,348	\$67,575.24
E2	Furnish and install 8-inch SDR-26 PVC pressure wastewater pipe (ASTM D2241) including pipe, joints, bedding ,and all other appurtenances (all depths) - complete in place **Measured to the interior wall of the MH	LF	\$51.66	50	\$2,583.00
E2	Furnish & install 4-ft diameter wastewater manhole (all depths) complete in place	EA	\$3,893.24	5	\$19,855.52
E3	Trench safety systems for wastewater line	LF	\$1.09	1,398	\$1,523.82
E4	Adjust existing manhole	EA	\$3,433.73	1	\$3,433.73
SUBTOTAL					\$94,971.31

3. COLLECTOR B STREET (SCHOOL) (Plum Creek North, Section 3)

A. Clearing and Rough Cut					
Bid Item	Conveyance Channel along boundary	Unit	Unit Price	Quantity	Amount
A1	Clear and grub (ROW)	AC	\$1,307.84	1.48	\$1,940.79
A2	Excavation (ROW)	CY	\$10.00	3,591	\$35,911.94
A3	Embankment (ROW)	CY	\$5.00	2,514	\$12,569.18
SUBTOTAL					\$50,421.91

B. Street Improvements					
Bid Item	Description	Unit	Unit Price	Quantity	Amount
B1	Subgrade preparation to 3 feet behind back of curb - complete in place	SY	\$1.89	4,193	\$7,925.61
B2	Furnish and install 2" Type D HMAc in accordance with the geotech report - complete in place	SY	\$11.18	3,301	\$36,907.66
B3	Furnish and install 13" crushed limestone base to 3 feet behind back of curb in accordance with the geotech report - complete in place	SY	\$13.60	4,193	\$57,030.84
B4	Furnish and install standard 6" concrete curb and gutter - complete in place	LF	\$15.96	3,212	\$51,263.52
B5	Furnish and install mountable curb and gutter - complete in place	LF	\$15.96	0	\$0.00
B6	Furnish and install Type I curb ramps and 4' x 4' concrete landing pads - complete in place	EA	\$1,030.20	2	\$2,060.40
B7	Furnish and install pavement marking and signage - complete in place	LS	\$5,449.35	1	\$5,449.35
B8	Provide temporary traffic control during construction, including barricades, construction signs, temporary pavement markings, and channelizing devices - complete in place	LS	\$5,994.28	1	\$5,994.28
B9	Furnish and install 5' wide developer sidewalk - complete in place	LF	\$26.94	803	\$21,632.82
B10	Furnish and install 8' wide developer sidewalk - complete in place	LF	\$41.41	803	\$33,252.23
SUBTOTAL					\$221,516.72

C. Drainage Improvements					
Bid Item	Description	Unit	Unit Price	Quantity	Amount
C1	Furnish and install 18-inch Class III RCP storm sewer including pipe, joints, bedding, and all other appurtenances (all depths) - complete in place	LF	\$53.07	250	\$13,267.50
C6	Furnish and install 48-inch Class III RCP storm sewer (all depths) including pipe, joints, bedding, and all other appurtenances - complete in place	LF	\$185.22	400	\$74,088.00
C7	Furnish and install 4' X 6' Box Culvert including pipe, joints, bedding, and all other appurtenances - complete in place	LF	\$400.00	130	\$52,000.00
C8	Furnish and install TxDOT headwall outlet structure - complete in place	EA	\$25,000.00	2	\$50,000.00
C9	Furnish and install 10' curb inlet (all depths) per City of Austin standard detail - complete in place	EA	\$4,427.86	4	\$17,711.44
C21	Trench safety systems for stormwater line	LF	\$1.09	780	\$850.20
SUBTOTAL					\$207,917.14

D. Potable Water Improvements					
Bid Item	Description	Unit	Unit Price	Quantity	Amount
D1	Furnish and install 8-inch C-900 PVC DR-14 water line including pipe, fittings, restraints, bedding, and all other appurtenances (all depths) - complete in place	LF	\$45.61	81	\$3,671.61
D2	Furnish and install 12-inch C-900 PVC DR-14 water line including pipe, fittings, restraints, bedding, and all other appurtenances (all depths) - complete in place	LF	\$94.78	803	\$76,108.34
Bid Item	Furnish and install 8" gate valve - complete in place	EA	\$1,680.06	1	\$1,680.06
D4	Furnish and install 12" gate valve - complete in place	EA	\$2,690.00	1	\$2,690.00
D5	Connect to existing waterline - complete in place	EA	\$1,272.57	1	\$1,272.57
D6	Furnish and install standard fire hydrant assembly, including pipe, fittings, restraints, valve, hydrant, and all required appurtenances - complete in place	EA	\$4,525.58	2	\$9,051.16
D7	Furnish and install 12-inch plug	EA	\$750.00	2	\$1,500.00
D8	Furnish and install air release valve including all appurtenances - complete in place	EA	\$3,710.74	1	\$3,710.74
D9	Trench safety systems for waterline	LF	\$0.54	803	\$433.62
SUBTOTAL					\$96,446.49

E. Gravity Wastewater Improvements					
Bid Item	Description	Unit	Unit Price	Quantity	Amount
E1	Furnish and install 8-inch SDR-26 PVC gravity wastewater pipe (ASTM D3034) including pipe, joints, bedding ,and all other appurtenances (all depths) - complete in place **Measured to the interior wall of the MH	LF	\$50.13	40	\$2,017.73
E2	Furnish and install 12-inch SDR-26 PVC gravity wastewater pipe (ASTM D3034) including pipe, joints, bedding ,and all other appurtenances (all depths) - complete in place **Measured to the interior wall of the MH	LF	\$65.00	803	\$52,195.00
E3	Furnish & install 4-ft diameter wastewater manhole (all depths) complete in place	EA	\$3,893.24	3	\$13,237.02
E4	Trench safety systems for wastewater line	LF	\$1.09	40	\$43.87
E5	Adjust existing manhole	EA	\$3,433.73	1	\$3,433.73
SUBTOTAL					\$70,927.35

4. COLLECTOR C STREET (Plum Creek North, Section 3)

A. Clearing and Rough Cut					
Bid Item	Description	Unit	Unit Price	Quantity	Amount
A1	Clear and grub (ROW)	AC	\$1,307.84	6.12	\$8,009.68
A2	Excavation (ROW)	CY	\$10.00	14,821	\$148,209.44
A3	Embankment (ROW)	CY	\$5.00	10,375	\$51,873.31
SUBTOTAL					\$208,092.43

B. Street Improvements					
Bid Item	Description	Unit	Unit Price	Quantity	Amount
B1	Subgrade preparation to 3 feet behind back of curb - complete in place	SY	\$1.89	17,306	\$32,709.18
B2	Furnish and install 2" Type D HMAc in accordance with the geotech report - complete in place	SY	\$11.18	13,624	\$152,318.80
B3	Furnish and install 13" crushed limestone base to 3 feet behind back of curb in accordance with the geotech report - complete in place	SY	\$13.60	17,306	\$235,367.64
B4	Furnish and install standard 6" concrete curb and gutter - complete in place	LF	\$15.96	13,256	\$211,565.76
B5	Furnish and install mountable curb and gutter - complete in place	LF	\$15.96	0	\$0.00
B6	Furnish and install Type I curb ramps and 4' x 4' concrete landing pads - complete in place	EA	\$1,030.20	12	\$12,362.40
B7	Furnish and install pavement marking and signage - complete in place	LS	\$5,449.35	1	\$5,449.35
B8	Provide temporary traffic control during construction, including barricades, construction signs, temporary pavement markings, and channelizing devices - complete in place	LS	\$5,994.28	1	\$5,994.28
B9	Furnish and install 5' wide developer sidewalk - complete in place	LF	\$26.94	3,314	\$89,279.16
B10	Furnish and install 8' wide developer sidewalk - complete in place	LF	\$41.41	3,314	\$137,232.74
SUBTOTAL					\$882,279.32

C. Drainage Improvements					
Bid Item	Description	Unit	Unit Price	Quantity	Amount
C1	Furnish and install 18-inch Class III RCP storm sewer including pipe, joints, bedding, and all other appurtenances (all depths) - complete in place	LF	\$53.07	900	\$47,763.00
C2	Furnish and install 24-inch Class III RCP storm sewer (all depths) including pipe, joints, bedding, and all other appurtenances - complete in place	LF	\$70.98	700	\$49,686.00
C8	Furnish and install Area Inlet - complete in place	EA	\$4,000.00	1	\$4,000.00
C9	Furnish and install 10' curb inlet (all depths) per City of Austin standard detail - complete in place	EA	\$4,427.86	14	\$61,990.04
C10	Furnish and install 4' x 4' junction box - complete in place	EA	\$4,500.00	1	\$4,500.00
C11	Furnish and install 5' x 5' junction box - complete in place	EA	\$5,500.00	2	\$11,000.00
C13	Furnish and install 4' X 6' Box Culvert - complete in place	LF	\$400.00	760	\$304,000.00
C14	Furnish and install 6'X4' TxDOT Headwalls - complete in place	EA	\$25,000.00	2	\$50,000.00
C14	Furnish and install 3-6'X4' TxDOT Headwalls - complete in place	EA	\$45,000.00	2	\$90,000.00
C16	Furnish and install (4' dia) storm sewer manhole (all depths) - complete and in place	EA	\$3,044.79	2	\$6,089.58
C21	Trench safety systems for stormwater line	LF	\$1.09	1,600	\$1,744.00
SUBTOTAL					\$630,772.62

D. Potable Water Improvements					
Bid Item	Description	Unit	Unit Price	Quantity	Amount
D1	Furnish and install 8-inch C-900 PVC DR-14 water line including pipe, fittings, restraints, bedding, and all other appurtenances (all depths) - complete in place	LF	\$45.61	242	\$11,014.82
D2	Furnish and install 12-inch C-900 PVC DR-14 water line including pipe, fittings, restraints, bedding, and all other appurtenances (all depths) - complete in place	LF	\$94.78	3,407	\$322,868.07
D3	Furnish and install 8" gate valve - complete in place	EA	\$1,680.06	3	\$5,040.18
D4	Furnish and install 12" gate valve - complete in place	EA	\$2,690.00	7	\$18,830.00
D5	Furnish and install 12"x8" Reducer - complete in place	EA	\$3,000.00	1	\$3,000.00
D6	Connect to existing waterline - complete in place	EA	\$1,272.57	1	\$1,272.57
D7	Furnish and install standard fire hydrant assembly, including pipe, fittings, restraints, valve, hydrant, and all required appurtenances - complete in place	EA	\$4,525.58	7	\$31,679.06
D8	Furnish and install 12-inch plug	EA	\$750.00	1	\$750.00
D9	Furnish and install air release valve including all appurtenances - complete in place	EA	\$3,710.74	3	\$11,132.22
D10	Trench safety systems for waterline	LF	\$0.54	3,648	\$1,969.92
SUBTOTAL					\$407,556.84

E. Gravity Wastewater Improvements					
Bid Item	Description	Unit	Unit Price	Quantity	Amount
E1	Furnish and install 8-inch SDR-26 PVC gravity wastewater pipe (ASTM D3034) including pipe, joints, bedding ,and all other appurtenances (all depths) - complete in place **Measured to the interior wall of the MH	LF	\$50.13	363	\$18,172.13
E2	Furnish and install 8-inch SDR-26 PVC pressure wastewater pipe (ASTM D2241) including pipe, joints, bedding ,and all other appurtenances (all depths) - complete in place **Measured to the interior wall of the MH	LF	\$51.66	30	\$1,549.80
E3	Furnish & install 4-ft diameter wastewater manhole (all depths) complete in place	EA	\$3,893.24	2	\$6,618.51
E4	Trench safety systems for wastewater line	LF	\$1.09	393	\$427.83
SUBTOTAL					\$26,768.26

5. SUBDIVISION IMPROVEMENTS (Plum Creek North, Section 3)

A. Erosion Controls & Miscellaneous Items					
Bid Item	Description	Unit	Unit Price	Quantity	Amount
A2	Furnish and install temporary silt fence within limits of construction - complete in place & maintain during construction	LF	\$2.29	6,723	\$15,395.67
A3	Furnish and install rock berm - complete in place	LF	\$21.80	210	\$4,578.00
A4	Furnish and install stabilized construction entrance - complete in place & maintain during construction	EA	\$1,509.47	1	\$1,509.47
A5	Furnish and install inlet protection - complete in place & maintain during construction	EA	\$76.29	30	\$2,288.70
A6	Furnish and install topsoil (4" depth) and hydromulch for permanent erosion control in disturbed ROW - complete in place	SY	\$2.08	9,400	\$19,552.92
A7	Furnish and install hydromulch for permanent erosion control in all disturbed areas outside of ROW - complete in place	SY	\$2.08	9,400	\$19,552.92
A8	Site demolition	LS	\$3,792.74	1	\$3,792.74
A9	Furnish and Install Street Lights	EA	\$4,000.00	14	\$56,000.00
SUBTOTAL					\$122,670.43

B. Clearing and Rough Cut					
Bid Item	Description	Unit	Unit Price	Quantity	Amount
B1	Clear and grub (all disturbed areas including ROW, channels)	AC	\$1,307.84	6.8	\$8,893.31
B2	Excavation (ROW)	CY	\$10.00	12,275	\$122,748.15
B3	Embankment (ROW) FILL	CY	\$5.00	8,592	\$42,961.85
SUBTOTAL					\$174,603.31

C. Local Residential B Street Improvements					
Bid Item	Description	Unit	Unit Price	Quantity	Amount
C1	Subgrade preparation to 3 feet behind back of curb - complete in place	SY	\$1.89	25,309	\$47,833.80
C2	Furnish and install 2" Type D HMAc in accordance with the geotech report - complete in place	SY	\$11.18	18,078	\$202,109.56
C3	Furnish and install 8" crushed limestone base to 3 feet behind back of curb in accordance with the geotech report - complete in place	SY	\$8.89	25,309	\$224,996.02
C4	Furnish and install standard 6" concrete curb and gutter - complete in place	LF	\$15.42	13,016	\$200,706.72
C5	Furnish and install Type I curb ramps and 4' x 4' concrete landing pads - complete in place	EA	\$1,030.20	4	\$4,120.80
C6	Furnish and install pavement marking and signage - complete in place	LS	\$14,849.47	1	\$14,849.47
C7	Provide temporary traffic control during construction, including barricades, construction signs, temporary pavement markings, and channelizing devices - complete in place	LS	\$5,994.28	1	\$5,994.28
C8	Furnish and install 4' wide sidewalk - complete in place	LF	\$23.16	400	\$9,264.00
C9	Furnish and install concrete valley gutter - complete in place	EA	\$6,373.77	4	\$25,495.08
SUBTOTAL					\$735,369.73

D. Cul-De-Sac Access Street Improvements					
Bid Item	Description	Unit	Unit Price	Quantity	Amount
D1	Subgrade preparation to 3 feet behind back of curb - complete in place	SY	\$1.89	836	\$1,580.25
D2	Furnish and install 2" Type D HMAc in accordance with the geotech report - complete in place	SY	\$11.18	597	\$6,676.94
D3	Furnish and install 8" crushed limestone base to 3 feet behind back of curb in accordance with the geotech report - complete in place	SY	\$8.89	836	\$7,433.03
D4	Furnish and install standard 6" concrete curb and gutter - complete in place	LF	\$15.42	430	\$6,630.60
D5	Furnish and install Type I curb ramps and 4' x 4' concrete landing pads - complete in place	EA	\$1,030.20	2	\$2,060.40
D6	Furnish and install 4' wide developer sidewalk - complete in place	LF	\$23.16	215	\$4,979.40
D7	Furnish and Install Type II Driveway - complete in place	EA	\$2,600.00	2	\$5,200.00
SUBTOTAL					\$34,560.62

E. Drainage Improvements					
Bid Item	Description	Unit	Unit Price	Quantity	Amount
E1	Furnish and install 18-inch Class III RCP storm sewer including pipe, joints, bedding, and all other appurtenances (all depths) - complete in place	LF	\$53.07	1,800	\$95,526.00
E2	Furnish and install 24-inch Class III RCP storm sewer (all depths) including pipe, joints, bedding, and all other appurtenances - complete in place	LF	\$70.98	100	\$7,098.00
E3	Furnish and install 30-inch Class III RCP storm sewer (all depths) including pipe, joints, bedding, and all other appurtenances - complete in place	LF	\$86.91	900	\$78,219.00
E4	Furnish and install 36-inch Class III RCP storm sewer (all depths) including pipe, joints, bedding, and all other appurtenances - complete in place	LF	\$118.43	120	\$14,211.60
E7	Furnish and install 54-inch Class III RCP storm sewer (all depths) including pipe, joints, bedding, and all other appurtenances - complete in place	LF	\$200.00	700	\$140,000.00
E7	Furnish and install 60-inch Class III RCP storm sewer (all depths) including pipe, joints, bedding, and all other appurtenances - complete in place	LF	\$207.00	350	\$72,450.00
E7	Furnish and install 66-inch Class III RCP storm sewer (all depths) including pipe, joints, bedding, and all other appurtenances - complete in place	LF	\$250.00	300	\$75,000.00
E8	Furnish and install 18" headwall outlet structure - complete in place	EA	\$10,000.00	1	\$10,000.00
E8	Furnish and install 36" headwall outlet structure - complete in place	EA	\$15,000.00	1	\$15,000.00
E8	Furnish and install 66" headwall outlet structure - complete in place	EA	\$25,000.00	1	\$25,000.00
E9	Furnish and install 10' curb inlet (all depths) per City of Austin standard detail - complete in place	EA	\$4,427.86	30	\$132,835.80
E10	Furnish and install 4' x 4' junction box - complete in place	EA	\$4,500.00	2	\$9,000.00
E13	Furnish and install 8' x 8' junction box - complete in place	EA	\$10,000.00	2	\$20,000.00
E16	Furnish and install (4' dia) storm sewer manhole (all depths) - complete and in place	EA	\$3,044.79	4	\$12,179.16
E16	Furnish and install Interceptor Channel - complete and in place	LF	\$15.00	600	\$9,000.00
E21	Trench safety systems for stormwater line	LF	\$1.09	3,620	\$3,945.80
SUBTOTAL					\$719,465.36

F. Potable Water Improvements					
Bid Item	Description	Unit	Unit Price	Quantity	Amount
F1	Furnish and install 8-inch C-900 PVC DR-14 water line including pipe, fittings, restraints, bedding, and all other appurtenances (all depths) - complete in place	LF	\$38.79	7,283	\$282,507.57
F2	Furnish and install 8" gate valve - complete in place	EA	\$1,680.06	4	\$6,720.24
F3	Connect to existing waterline - complete in place	EA	\$1,272.57	1	\$1,272.57
F4	Furnish and install standard fire hydrant assembly, including pipe, fittings, restraints, valve, hydrant, and all required appurtenances - complete in place	EA	\$4,556.29	14	\$63,788.06
F5	Furnish and install single service including pipe, valves, meter box and appurtenances - complete in place	EA	\$1,447.72	19	\$27,506.68
F6	Furnish and install double service including pipe, valves, meter box and appurtenances - complete in place	EA	\$1,859.15	60	\$111,549.00
F7	Furnish and install air release valve including all appurtenances - complete in place	EA	\$3,710.74	1	\$3,710.74
F8	Trench safety systems for waterline	LF	\$0.54	7,283	\$3,932.82
SUBTOTAL					\$500,987.68
G. Gravity Wastewater Improvements					
Bid Item	Description	Unit	Unit Price	Quantity	Amount
G1	Furnish and install 8-inch SDR-26 PVC gravity wastewater pipe (ASTM D3034) including pipe, joints, bedding ,and all other appurtenances (all depths) - complete in place **Measured to the interior wall of the MH	LF	\$49.51	6,508	\$322,211.08
G2	Furnish and install 4-ft diameter wastewater manhole (all depths) - complete in place	EA	\$4,525.76	17	\$76,032.77
G3	Connect to wastewater stub	EA	\$2,573.75	1	\$2,573.75
G4	Furnish and install single service connection, per detail - complete in place	EA	\$2,072.62	19	\$39,379.78
G5	Furnish and install double service connection, per detail - complete in place	EA	\$2,316.29	60	\$138,977.40
G6	Trench safety systems for wastewater line	LF	\$1.09	6,508	\$7,093.72
SUBTOTAL					\$586,268.50

6. GENERAL (Plum Creek North, Section 4)

A. Erosion Controls & Miscellaneous Items					
Bid Item	Description	Unit	Unit Price	Quantity	Amount
A1	Mobilization	LS	\$103,465.42	1	\$103,465.42
A2	Furnish and install temporary silt fence within limits of construction - complete in place & maintain during construction	LF	\$2.29	11,653	\$26,685.37
A3	Furnish and install rock berm - complete in place	LF	\$21.80	190	\$4,142.00
A4	Furnish and install stabilized construction entrance - complete in place & maintain during construction	EA	\$1,509.47	1	\$1,509.47
A5	Furnish and install inlet protection - complete in place & maintain during construction	EA	\$76.29	57	\$4,348.53
A6	Furnish and install topsoil (4" depth) and hydromulch for permanent erosion control in disturbed ROW - complete in place	SY	\$2.08	13,832	\$28,770.56
A7	Furnish and install hydromulch for permanent erosion control in all disturbed areas outside of ROW - complete in place	SY	\$2.08	13,832	\$28,770.56
A8	Site demolition	LS	\$3,792.74	1	\$3,792.74
A9	Furnish and Install Street Lights	EA	\$4,000.00	24	\$96,000.00
SUBTOTAL					\$297,484.65

7. SUBDIVISION IMPROVEMENTS (Plum Creek North, Section 4)

A. Clearing and Rough Cut					
Bid Item	Description	Unit	Unit Price	Quantity	Amount
A1	Clear and grub (all disturbed areas including ROW, channels)	AC	\$1,307.84	12.50	\$16,348.00
A2	Excavation (ROW)	CY	\$10.00	19,272	\$192,718.52
A3	Embankment (ROW) FILL	CY	\$5.00	13,490	\$67,451.48
SUBTOTAL					\$276,518.00

B. Local Residential B Street Improvements					
Bid Item	Description	Unit	Unit Price	Quantity	Amount
B1	Subgrade preparation to 3 feet behind back of curb - complete in place	SY	\$1.89	37,240	\$70,383.60
B2	Furnish and install 2" Type D HMA in accordance with the geotech report - complete in place	SY	\$11.18	26,600	\$297,388.00
B3	Furnish and install 8" crushed limestone base to 3 feet behind back of curb in accordance with the geotech report - complete in place	SY	\$8.89	37,240	\$331,063.60
B5	Furnish and install standard 6" concrete curb and gutter - complete in place	LF	\$15.42	19,152	\$295,323.84
B6	Furnish and install Type I curb ramps and 4' x 4' concrete landing pads - complete in place	EA	\$1,030.20	52	\$53,570.40
B7	Furnish and install pavement marking and signage - complete in place	LS	\$14,849.47	1	\$14,849.47
B8	Provide temporary traffic control during construction, including barricades, construction signs, temporary pavement markings, and channelizing devices - complete in place	LS	\$5,994.28	1	\$5,994.28
B9	Furnish and install 4' wide developer sidewalk - complete in place	LF	\$23.16	1,600	\$37,056.00
B10	Furnish and install concrete valley gutter - complete in place	EA	\$6,373.77	5	\$31,868.85
SUBTOTAL					\$1,137,498.04

C. Alley Street Improvements					
Bid Item	Description	Unit	Unit Price	Quantity	Amount
C1	Subgrade preparation to 3 feet behind back of curb - complete in place	SY	\$1.89	5,077	\$9,595.74
C2	furnish and install 6" concrete pavement for alleys	SY	\$50.00	3,462	\$173,083.33
C3	Furnish and install concrete valley gutter - complete in place	EA	\$6,373.77	2	\$12,747.54
SUBTOTAL					\$195,426.61

D. Drainage Improvements					
Bid Item	Description	Unit	Unit Price	Quantity	Amount
D1	Furnish and install 18-inch Class III RCP storm sewer including pipe, joints, bedding, and all other appurtenances (all depths) - complete in place	LF	\$53.07	4,400	\$233,508.00
D2	Furnish and install 24-inch Class III RCP storm sewer (all depths) including pipe, joints, bedding, and all other appurtenances - complete in place	LF	\$70.98	2,700	\$191,646.00
D3	Furnish and install 30-inch Class III RCP storm sewer (all depths) including pipe, joints, bedding, and all other appurtenances - complete in place	LF	\$86.91	1,050	\$91,255.50
D4	Furnish and install 36-inch Class III RCP storm sewer (all depths) including pipe, joints, bedding, and all other appurtenances - complete in place	LF	\$118.43	400	\$47,372.00
D5	Furnish and install 30-inch Class III RCP storm sewer (all depths) including pipe, joints, bedding, and all other appurtenances - complete in place	LF	\$151.53	550	\$83,341.50
D6	Furnish and install 48-inch Class III RCP storm sewer (all depths) including pipe, joints, bedding, and all other appurtenances - complete in place	LF	\$185.22	850	\$157,437.00
D9	Furnish and install 10' curb inlet (all depths) per City of Austin standard detail - complete in place	EA	\$4,427.86	50	\$221,393.00
D10	Furnish and install 4' x 4' junction box - complete in place	EA	\$4,500.00	4	\$18,000.00
D11	Furnish and install 5' x 5' junction box - complete in place	EA	\$5,500.00	4	\$22,000.00
D14	Furnish and install 4' x 4' grate inlet - complete in place	EA	\$3,709.33	7	\$25,965.31
D16	Furnish and install (4' dia) storm sewer manhole (all depths) - complete and in place	EA	\$3,044.79	6	\$18,268.74
D17	Furnish and install (5' dia) storm sewer manhole (all depths) - complete and in place	EA	\$3,620.07	6	\$21,720.42
E16	Furnish and install Interceptor Channel - complete and in place	LF	\$15.00	1,900	\$28,500.00
D21	Trench safety systems for stormwater line	LF	\$1.09	9,950	\$10,845.50
SUBTOTAL					\$1,171,252.97

E. Potable Water Improvements					
Bid Item	Description	Unit	Unit Price	Quantity	Amount
E1	Furnish and install 8-inch C-900 PVC DR-14 water line including pipe, fittings, restraints, bedding, and all other appurtenances (all depths) - complete in place	LF	\$38.79	9,821	\$380,956.59
E2	Furnish and install 8" gate valve - complete in place	EA	\$1,680.06	35	\$58,802.10
E3	Connect to existing waterline - complete in place	EA	\$1,272.57	3	\$3,817.71
E6	Furnish and install standard fire hydrant assembly, including pipe, fittings, restraints, valve, hydrant, and all required appurtenances - complete in place	EA	\$4,556.29	21	\$95,682.09
E8	Furnish and install single service including pipe, valves, meter box and appurtenances - complete in place	EA	\$1,447.72	37	\$53,565.64
E9	Furnish and install double service including pipe, valves, meter box and appurtenances - complete in place	EA	\$1,859.15	105	\$195,210.75
E10	Furnish and install air release valve including all appurtenances - complete in place	EA	\$3,710.74	1	\$3,710.74
E11	Trench safety systems for waterline	LF	\$0.54	9,821	\$5,303.34
SUBTOTAL					\$797,048.96

F. Gravity Wastewater Improvements					
Bid Item	Description	Unit	Unit Price	Quantity	Amount
F1	Furnish and install 8-inch SDR-26 PVC gravity wastewater pipe (ASTM D3034) including pipe, joints, bedding, and all other appurtenances (all depths) - complete in place **Measured to the interior wall of the MH	LF	\$49.51	8,223	\$407,120.73
F2	Conveyance Channel along boundary	EA	\$4,525.76	24	\$107,713.09
F3	Connect to wastewater stub	EA	\$2,573.75	2	\$5,147.50
F4	Furnish and install single service connection, per detail - complete in place	EA	\$2,072.62	37	\$76,686.94
F5	Furnish and install double service connection, per detail - complete in place	EA	\$2,316.29	105	\$243,210.45
F6	Trench safety systems for wastewater line	LF	\$1.09	8,223	\$8,963.07
SUBTOTAL					\$848,841.78

8. ENGINEERING & CONSULTING FEES (Plum Creek North, Section 3)					
Bid Item	Description	Unit	Unit Price	Quantity	Amount
1	Eng-Bidding	LS	\$8,000.00	1	\$8,000.00
2	Eng-Civil Design (Including Section 4 on Preliminary Plat)	LS	\$445,000.00	1	\$445,000.00
3	Eng-Construction Phase Services	LS	\$25,000.00	1	\$25,000.00
4	Survey-Final Plat	LS	\$72,700.00	1	\$72,700.00
SUBTOTAL					\$550,700.00

9. FEES (Plum Creek North, Section 3)					
Bid Item	Description	Unit	Unit Price	Quantity	Amount
1	Preliminary Plat Review Fee - Section 3 & 4 (\$1,002.58 + \$6.04 per lot + \$150 fire review)	LOTS	\$6.04	406	\$3,604.82
2	Construction Plan Review Fee (\$1,838.52 + 1.5% of the value of improvements)	%	1.5%	7,826,262.27	\$119,232.45
3	Construction Inspection Fee	%	2%	7,826,262.27	\$156,525.25
4	Final Plat Review Fee (\$1,142.76 + \$18.11 per acre + \$150 fire review)	AC	\$18.11	100.7	\$3,116.44
5	Parkland Improvement Fee	LOTS	\$750.00	139	\$104,250.00
6	Parkland Dedication Fee	LOTS	\$750.00	139	\$104,250.00
SUBTOTAL					\$490,978.96

10. ENGINEERING & CONSULTING FEES (Plum Creek North, Section 4)					
Bid Item	Description	Unit	Unit Price	Quantity	Amount
1	Eng-Bidding	LS	\$8,000.00	1	\$8,000.00
2	Eng-Civil Design	LS	\$302,000.00	1	\$302,000.00
3	Eng-Construction Phase Services	LS	\$25,000.00	1	\$25,000.00
4	Survey-Final Plat	LS	\$97,000.00	1	\$97,000.00
SUBTOTAL					\$432,000.00

11. FEES (Plum Creek North, Section 4)					
Bid Item	Description	Unit	Unit Price	Quantity	Amount
1	Preliminary Plat Review Fee - Section 3 & 4 (\$1,002.58 + \$6.04 per lot + \$150 fire review)	LOTS	\$6.04	0	\$1,152.58
2	Construction Plan Review Fee (\$1,838.52 + 1.5% of the value of improvements)	%	1.5%	7,826,262.27	\$119,232.45
3	Construction Inspection Fee	%	2%	7,826,262.27	\$156,525.25
4	Final Plat Review Fee (\$1,142.76 + \$18.11 per acre + \$150 fire review)	AC	\$18.11	54.4	\$2,277.94
5	Parkland Improvement Fee	LOTS	\$750.00	249	\$186,750.00
6	Parkland Dedication Fee	LOTS	\$750.00	249	\$186,750.00
SUBTOTAL					\$652,688.22

Summary - Construction	
1. GENERAL (Plum Creek North, Section 3)	
A. Erosion Controls and Miscellaneous Items	\$275,548.20
SUBTOTAL	\$275,548.20
2. COLLECTOR B STREETS (Plum Creek North, Section 3)	
A. Clearing and Rough Cut	\$170,103.32
B. Street Improvements	\$725,557.43
C. Drainage Improvements	\$313,527.46
D. Potable Water Improvements	\$331,438.04
E. Gravity Wastewater Improvements	\$94,971.31
SUBTOTAL	\$1,635,597.56
3. COLLECTOR B STREET (SCHOOL) (Plum Creek North, Section 3)	
A. Clearing and Rough Cut	\$50,421.91
B. Street Improvements	\$221,516.72
C. Drainage Improvements	\$207,917.14
D. Potable Water Improvements	\$96,446.49
E. Gravity Wastewater Improvements	\$70,927.35
SUBTOTAL	\$647,229.61
4. COLLECTOR C STREET (Plum Creek North, Section 3)	
A. Clearing and Rough Cut	\$208,092.43
B. Street Improvements	\$882,279.32
C. Drainage Improvements	\$630,772.62
D. Potable Water Improvements	\$407,556.84
E. Gravity Wastewater Improvements	\$26,768.26
SUBTOTAL	\$2,155,469.46
5. SUBDIVISION IMPROVEMENTS (Plum Creek North, Section 3)	
A. Erosion Controls & Miscellaneous Items	\$122,670.43
B. Clearing and Rough Cut	\$174,603.31
C. Local Residential B Street Improvements	\$735,369.73
D. Cul-De-Sac Access Street Improvements	\$34,560.62
E. Drainage Improvements	\$719,465.36
F. Potable Water Improvements	\$500,987.68
G. Gravity Wastewater Improvements	\$586,268.50
SUBTOTAL	\$2,873,925.63
6. GENERAL (Plum Creek North, Section 4)	
A. Erosion Controls and Miscellaneous Items	\$297,484.65
SUBTOTAL	\$297,484.65
7. SUBDIVISION IMPROVEMENTS (Plum Creek North, Section 4)	
A. Clearing and Rough Cut	\$276,518.00
B. Local Residential B Street Improvements	\$1,137,498.04
C. Alley Street Improvements	\$195,426.61
D. Drainage Improvements	\$1,171,252.97
E. Potable Water Improvements	\$797,048.96
F. Gravity Wastewater Improvements	\$848,841.78
SUBTOTAL	\$4,426,586.36
OVERALL SUBTOTAL	\$12,311,841.48
CONTINGENCY (15%)	\$1,846,776.22
8. ENGINEERING & CONSULTING FEES (Plum Creek North, Section 3)	\$550,700.00
9. FEES (Plum Creek North, Section 3)	\$490,978.96
10. ENGINEERING & CONSULTING FEES (Plum Creek North, Section 4)	\$432,000.00
11. FEES (Plum Creek North, Section 4)	\$652,688.22
GRAND TOTAL	\$16,284,984.88

NOTES:

1. This Engineer's Opinion of Probable Cost (OPC) is not prepared by a contractor or professional cost estimator. Actual construction bids may vary
2. Engineer's OPC is based on a preliminary layout of Neighborhoods 3+4 provided by TBG dated January 7, 2021, without any engineering plans.
3. Dry utility cost associated with electric, gas, cable and telecom is not included.
4. Hardscape and landscaping is not included.
5. Developer soft costs are not included
6. Unit prices were taken from Liberty Civil, 2019.
7. Geotech report not available at this time to verify pavement sections. High P.I. areas requiring moisture barrier are excluded and are assumed to be part
8. Homebuilder sidewalks are excluded in the estimate.
9. Assumes spoils are stockpiled onsite for future phase use. Haul off cost is not included.
10. Offsite street extension included with subdivision costs.

PLUM CREEK NORTH IMPROVEMENT AREA #3
Streets, Drainage, Water, and Wastewater Improvements
OPINION OF PROBABLE COST
January 26, 2021

1. GENERAL					
A. Erosion Controls & Miscellaneous Items					
Bid Item	Description	Unit	Unit Price	Quantity	Amount
A1	Mobilization	LS	\$150,000.00	1	\$150,000.00
A2	Furnish and install temporary silt fence within limits of construction - complete in place & maintain during construction	LF	\$2.29	18,450	\$42,250.50
A3	Furnish and install rock berm - complete in place	LF	\$21.80	449	\$9,788.20
A4	Furnish and install stabilized construction entrance - complete in place & maintain during construction	EA	\$1,509.47	1	\$1,509.47
A5	Furnish and install inlet protection - complete in place & maintain during construction	EA	\$76.29	121	\$9,231.09
A6	Furnish and install topsoil (4" depth) and hydromulch for permanent erosion control in disturbed ROW - complete in place	SY	\$2.08	25,144	\$52,300.44
A7	Furnish and install hydromulch for permanent erosion control in all disturbed areas outside of ROW - complete in place	SY	\$2.08	25,144	\$52,300.44
A8	Site demolition	LS	\$8,000.00	1	\$8,000.00
A9	Furnish and Install Street Lights	EA	\$4,000.00	37	\$148,000.00
A10	Furnish and Install Irrigation Sleeves	LF	\$25.00	200	\$5,000.00
SUBTOTAL					\$478,380.15
2. SUBDIVISION IMPROVEMENTS					
A. Clearing and Rough Cut					
Bid Item	Description	Unit	Unit Price	Quantity	Amount
A1	Clear and grub (all disturbed areas including ROW, channels)	AC	\$1,307.84	21.20	\$27,726.21
A2	Excavation (ROW)	CY	\$10.00	29,148	\$291,481.48
A3	Embankment (ROW) FILL	CY	\$5.00	20,404	\$102,018.52
SUBTOTAL					\$421,226.21
B. Local Residential B Street Improvements					
Bid Item	Description	Unit	Unit Price	Quantity	Amount
B1	Subgrade preparation to 3 feet behind back of curb - complete in place	SY	\$1.89	61,211	\$115,689.00
B2	Furnish and install 2" Type D HMA in accordance with the geotech report - complete in place	SY	\$11.18	43,722	\$488,814.44
B3	Furnish and install 8" crushed limestone base to 3 feet behind back of curb in accordance with the geotech report - complete in place	SY	\$8.89	61,211	\$544,166.78
B5	Furnish and install standard 6" concrete curb and gutter - complete in place	LF	\$15.42	31,480	\$485,421.60
B6	Furnish and install Type I curb ramps and 4' x 4' concrete landing pads - complete in place	EA	\$1,030.20	39	\$40,177.80
B7	Furnish and install pavement marking and signage - complete in place	LS	\$14,849.47	1	\$14,849.47
B8	Provide temporary traffic control during construction, including barricades, construction signs, temporary pavement markings, and channelizing devices - complete in place	LS	\$5,994.28	1	\$5,994.28
B9	Furnish and install 4' wide developer sidewalk - complete in place	LF	\$23.16	1,000	\$23,160.00
B10	Furnish and install concrete valley gutter - complete in place	EA	\$6,373.77	8	\$50,990.16
SUBTOTAL					\$1,769,263.53
C. Local Residential Street (33' Pavement Section) Improvements					
Bid Item	Description	Unit	Unit Price	Quantity	Amount
C1	Subgrade preparation to 3 feet behind back of curb - complete in place	SY	\$1.89	12,044	\$22,764.00
C2	Furnish and install 2" Type D HMA in accordance with the geotech report - complete in place	SY	\$11.18	9,033	\$100,992.67
C3	Furnish and install 8" crushed limestone base to 3 feet behind back of curb in accordance with the geotech report - complete in place	SY	\$8.89	12,044	\$107,075.11
C4	Furnish and install standard 6" concrete curb and gutter - complete in place	LF	\$15.42	5,420	\$83,576.40
C5	Furnish and install Type I curb ramps and 4' x 4' concrete landing pads - complete in place	EA	\$1,030.20	21	\$21,634.20
C6	Furnish and install pavement marking and signage - complete in place	LS	\$14,849.47	1	\$14,849.47
C7	Provide temporary traffic control during construction, including barricades, construction signs, temporary pavement markings, and channelizing devices - complete in place	LS	\$5,994.28	1	\$5,994.28
C8	Furnish and install 4' wide developer sidewalk - complete in place	LF	\$23.16	300	\$6,948.00
C9	Furnish and install concrete valley gutter - complete in place	EA	\$6,373.77	4	\$25,495.08
SUBTOTAL					\$389,329.21

D. Drainage Improvements					
Bid Item	Description	Unit	Unit Price	Quantity	Amount
D1	Furnish and install 18-inch Class III RCP storm sewer including pipe, joints, bedding, and all other appurtenances (all depths) - complete in place	LF	\$53.07	2,500	\$132,675.00
D2	Furnish and install 24-inch Class III RCP storm sewer (all depths) including pipe, joints, bedding, and all other appurtenances - complete in place	LF	\$70.98	5,900	\$418,782.00
D3	Furnish and install 30-inch Class III RCP storm sewer (all depths) including pipe, joints, bedding, and all other appurtenances - complete in place	LF	\$86.91	2,415	\$209,887.65
D4	Furnish and install 36-inch Class III RCP storm sewer (all depths) including pipe, joints, bedding, and all other appurtenances - complete in place	LF	\$118.43	1,125	\$133,233.75
D5	Furnish and install 42-inch Class III RCP storm sewer (all depths) including pipe, joints, bedding, and all other appurtenances - complete in place	LF	\$151.53	347	\$52,580.91
D6	Furnish and install 48-inch Class III RCP storm sewer (all depths) including pipe, joints, bedding, and all other appurtenances - complete in place	LF	\$185.22	960	\$177,811.20
D7	Furnish and install 54-inch Class III RCP storm sewer (all depths) including pipe, joints, bedding, and all other appurtenances - complete in place	LF	\$200.00	545	\$109,000.00
D8	Furnish and install 60-inch Class III RCP storm sewer (all depths) including pipe, joints, bedding, and all other appurtenances - complete in place	LF	\$207.00	450	\$93,150.00
D9	Furnish and install 4' X 3' Box Culvert - complete in place	LF	\$350.00	360	\$126,000.00
D10	Furnish and install 6' x 4' Box Culvert - complete in place	LF	\$400.00	236	\$94,400.00
D11	Furnish and install 30" Headwall Outlet Structure - complete in place	EA	\$10,000.00	2	\$20,000.00
D12	Furnish and install 2 - 4' X 3' Headwall Outlet Structure - complete in place	LF	\$30,000.00	2	\$60,000.00
	Furnish and install 3 - 4' X 3' Headwall Outlet Structure - complete in place	LF	\$40,000.00	2	\$80,000.00
D14	Furnish and install 10' curb inlet (all depths) per City of Austin standard detail - complete in place	EA	\$4,427.86	120	\$531,343.20
D15	Furnish and install 4' x 4' junction box - complete in place	EA	\$4,500.00	19	\$85,500.00
D16	Furnish and install 5' x 5' junction box - complete in place	EA	\$5,500.00	8	\$44,000.00
D17	Furnish and install 6' x 6' junction box - complete in place	EA	\$7,000.00	1	\$7,000.00
D19	Furnish and install 4' x 4' grate inlet - complete in place	EA	\$3,709.33	1	\$3,709.33
D20	Furnish and install (4' dia) storm sewer manhole (all depths) - complete and in place	EA	\$3,044.79	20	\$60,895.80
D21	Furnish and install (5' dia) storm sewer manhole (all depths) - complete and in place	EA	\$3,620.07	10	\$36,200.70
D24	Furnish and install (8' dia) storm sewer manhole (all depths) - complete and in place	EA	\$8,500.00	1	\$8,500.00
D25	Trench safety systems for stormwater line	LF	\$1.09	14,838	\$16,173.42
D26	Conveyance Channel along boundary	LF	\$18.00	1,490	\$26,820.00
				SUBTOTAL	\$2,527,662.96

E. Potable Water Improvements					
Bid Item	Description	Unit	Unit Price	Quantity	Amount
E1	Furnish and install 8-inch C-900 PVC DR-14 water line including pipe, fittings, restraints, bedding, and all other appurtenances (all depths) - complete in place	LF	\$38.79	15,740	\$610,554.60
E2	Furnish and install 12-inch C-900 PVC DR-14 water line including pipe, fittings, restraints, bedding, and all other appurtenances (all depths) - complete in place	LF	\$49.56	2,710	\$134,307.60
E3	Furnish and install 8" gate valve - complete in place	EA	\$1,680.06	36	\$60,482.16
E4	Furnish and install 12" gate valve - complete in place	EA	\$2,689.07	7	\$18,823.49
E5	Connect to existing waterline - complete in place	EA	\$1,272.57	4	\$5,090.28
E6	Furnish and install standard fire hydrant assembly, including pipe, fittings, restraints, valve, hydrant, and all required appurtenances - complete in place	EA	\$4,556.29	33	\$150,357.57
E7	Furnish and install 12-inch plug	EA	\$2,690.00	2	\$5,380.00
E8	Furnish and install single service including pipe, valves, meter box and appurtenances - complete in place	EA	\$1,447.72	62	\$89,758.64
E9	Furnish and install double service including pipe, valves, meter box and appurtenances - complete in place	EA	\$1,859.15	178	\$330,928.70
E10	Furnish and install air release valve including all appurtenances - complete in place	EA	\$3,710.74	3	\$11,132.22
E11	Trench safety systems for waterline	LF	\$0.54	18,450	\$9,963.00
				SUBTOTAL	\$1,426,778.26

F. Gravity Wastewater Improvements					
Bid Item	Description	Unit	Unit Price	Quantity	Amount
F1	Furnish and install 8-inch SDR-26 PVC gravity wastewater pipe (ASTM D3034) including pipe, joints, bedding, and all other appurtenances (all depths) - complete in place **Measured to the interior wall of the MH	LF	\$49.51	18,450	\$913,459.50
F2	Furnish and install 4-foot diameter wastewater manhole (all depths) - complete in place	EA	\$4,525.76	52	\$234,434.37
F3	Connect to wastewater stub	EA	\$2,573.75	4	\$10,295.00
F4	Furnish and install single service connection, per detail - complete in place	EA	\$2,072.62	62	\$128,502.44
F5	Furnish and install double service connection, per detail - complete in place	EA	\$2,316.29	178	\$412,299.62
F6	Trench safety systems for wastewater line	LF	\$1.09	18,450	\$20,110.50
				SUBTOTAL	\$1,719,101.43

3. ENGINEERING & CONSULTING FEES					
Bid Item	Description	Unit	Unit Price	Quantity	Amount
1	Eng-Bidding	LS	\$8,000.00	1	\$8,000.00
2	Eng-Civil Design	LS	\$525,600.00	1	\$525,600.00
3	Eng-Construction Phase Services	LS	\$25,000.00	1	\$25,000.00
4	Survey-Final Plat	LS	\$150,000.00	1	\$150,000.00
SUBTOTAL					\$708,600.00

4. FEES					
Bid Item	Description	Unit	Unit Price	Quantity	Amount
1	Preliminary Plat Review Fee (\$1,002.58 + \$6.04 per lot + \$150 fire review)	LOTS	\$6.04	438	\$3,798.10
2	Construction Plan Review Fee (\$1,838.52 + 1.5% of the value of improvements)	%	1.5%	9,462,568.30	\$143,777.04
3	Construction Inspection Fee	%	2%	9,462,568.30	\$189,251.37
4	Final Plat Review Fee (\$1,142.76 + \$18.11 per acre + \$150 fire review)	AC	\$18.11	101.7	\$3,134.55
5	Parkland Improvement Fee	LOTS	\$750.00	418	\$313,500.00
6	Parkland Dedication Fee	LOTS	\$750.00	418	\$313,500.00
SUBTOTAL					\$966,961.06

Summary - Construction	
1. GENERAL	
A. Erosion Controls and Miscellaneous Items	\$478,380.15
SUBTOTAL	\$478,380.15
2. SUBDIVISION IMPROVEMENTS	
A. Clearing and Rough Cut	\$421,226.21
B. Local Residential B Street Improvements	\$1,769,263.53
C. Local Residential Street (33' Pavement Section) Improvements	\$389,329.21
D. Drainage Improvements	\$2,527,662.96
E. Potable Water Improvements	\$1,426,778.26
F. Gravity Wastewater Improvements	\$1,719,101.43
SUBTOTAL	\$8,253,361.60
OVERALL SUBTOTAL	\$8,731,741.74
CONTINGENCY (15%)	\$1,309,761.26
3. ENGINEERING & CONSULTING FEES	\$708,600.00
4. FEES	\$966,961.06
GRAND TOTAL	\$11,717,064.06

NOTES:

1. This Engineer's Opinion of Probable Cost (OPC) is not prepared by a contractor or professional cost estimator. Actual construction bids may vary significantly due to timing of construction, changing conditions, the competitive nature of the market, labor rate changes, or other factors.
2. Engineer's OPC is based on a preliminary layout of Neighborhoods 5 provided by TBG dated January 21, 2021, without any engineering plans and is subject to change.
3. Dry utility cost associated with electric, gas, cable and telecom is not included.
4. Hardscape and landscaping is not included.
5. Developer soft costs are not included
6. Unit prices were taken from Liberty Civil, 2019.
7. Geotech report not available at this time to verify pavement sections. High P.I. areas requiring moisture barrier are excluded and are assumed to be part of the contingency.
8. Homebuilder sidewalks are excluded in the estimate.
9. Assumes spoils are stockpiled onsite. Haul off cost is not included.
10. Offsite street extension included with the subdivision costs.

**PLUM CREEK NORTH MAJOR IMPROVEMENT AREA
Drainage, Water, and Wastewater Improvements
CONSTRUCTION COST**

1. OFFSITE WATER AND WASTEWATER IMPROVEMENTS					
A. Erosion Controls					
Bid Item	Description	Unit	Unit Price	Quantity	Amount
A1	Silt Fence	LF	\$2.60	12,024.00	\$31,262.40
A2	Stabilized Construction Entrance	EA	\$1,400.00	5	\$7,000.00
A3	Reinforced Rock Berm	LF	\$25.00	200	\$5,000.00
A4	Revegetation (ROW and Easments)	SY	\$0.85	89,008	\$75,656.80
SUBTOTAL					\$118,919.20
B. Water Improvements					
Bid Item	Description	Unit	Unit Price	Quantity	Amount
B1	12" C-900 PVC DR-14 Water Line	LF	\$52.00	6,969	\$362,388.00
B2	12" Gate Valve	EA	\$2,650.00	20	\$53,000.00
B3	Air Release Valve	EA	\$2,000.00	2	\$4,000.00
B4	12" Pipe Spacers for use in existing encasement pipe	LF	\$45.00	250	\$11,250.00
B5	Cut existing encasement pipe & remove	LS	\$1,000.00	1	\$1,000.00
B6	Tie to Existing Water Line	EA	\$3,000.00	1	\$3,000.00
B7	Fire Hydrant Assembly (6" Gate Valve Included)	EA	\$4,700.00	15	\$70,500.00
B8	Ductile Iron Fittings	TN	\$4,900.00	1	\$6,860.00
B9	Testing	LS	\$6,000.00	1	\$6,000.00
B10	Trench Safety	LF	\$1.00	6,969	\$6,969.00
SUBTOTAL					\$524,967.00
C. Wastewater Improvements					
Bid Item	Description	Unit	Unit Price	Quantity	Amount
C1	8" SDR-26 PVC Wastewater Line (All Depths)	LF	\$60.00	648	\$38,880.00
C2	10" SDR-26 PVC Wastewater Line (All Depths)	LF	\$66.00	868	\$57,288.00
C3	15" SDR-26 PVC Wastewater Line (All Depths)	LF	\$76.00	613	\$46,588.00
C4	18" SDR-26 PVC Wastewater Line (All Depths)	LF	\$82.00	3,682	\$301,924.00
C5	21" SDR-26 PVC Wastewater Line (10'-12')	LF	\$100.00	779	\$77,900.00
C6	21" SDR-26 PVC Wastewater Line (>12')	LF	\$110.00	3,022	\$332,420.00
C7	4' Watertight Wastewater Manhole w/ Bolted Cover (All Depths)	EA	\$5,100.00	5	\$25,500.00
C8	4' Watertight Vented Wastewater Manhole w/ Bolted Cover (All Depths)	EA	\$7,600.00	1	\$7,600.00
C9	5' Std Wastewater Manhole w/ Bolted Cover (All Depths)	EA	\$9,200.00	13	\$119,600.00
C10	5' Std Vented Wastewater Manhole w/ Bolted Cover (All Depths)	EA	\$11,500.00	9	\$103,500.00
C11	5' Watertight Wastewater Manhole w/ Bolted Cover (All Depths)	EA	\$6,600.00	3	\$19,800.00
C12	5' Watertight Vented Wastewater Manhole w/ Bolted Cover (All Depths)	EA	\$9,500.00	2	\$19,000.00
C13	24" Bore and Encasement Pipe	LF	\$465.00	104	\$48,360.00
C14	30" Bore and Encasement Pipe	LF	\$565.00	264	\$149,160.00
C15	Manhole Drop Structure	EA	\$2,500.00	3	\$7,500.00
C16	Trench Safety	LF	\$1.00	9,642	\$9,642.00
C17	Testing	LS	\$14,000.00	1	\$14,000.00
C18	Tie to Existing Manhole	EA	\$14,000.00	1	\$14,000.00
SUBTOTAL					\$1,392,662.00
D. Miscellaneous Improvements					
Bid Item	Description	Unit	Unit Price	Quantity	Amount
D1	Mobilization	LS	\$80,000.00	1	\$80,000.00
D2	Mobilization (Change Order #3)	LS	\$1.00	4,301	\$4,301.00
D3	Clearing and Grubbing (Limits of Construction)	AC	\$3,500.00	18	\$63,945.00
D4	Stockpile Spoils On Site (w/ Silt Fence)	LS	\$30,000.00	1	\$30,000.00
SUBTOTAL					\$178,246.00
E. Change Orders					
Bid Item	Description	Unit	Unit Price	Quantity	Amount
1	12" SDR-26 PVC Wastewater Line (All Depths)	LF	\$73.00	30	\$2,190.00
2	Added Testing	LS	\$640.00	1	\$640.00
3	Plug Existing Stub Out Holes	EA	\$449.18	7	\$3,144.26
4	Add 30' of 30" Casing Open Cut	LS	\$10,984.20	1	\$10,984.20
5	Plan Revisions SH 22	LS	\$7,785.20	1	\$7,785.20
6	8" SDR-26 PVC Wastewater Line (All Depths)	LF	\$60.00	190	\$11,400.00
7	12" SDR-26 PVC Wastewater Line (All Depths)	LF	\$73.00	854	\$62,342.00
8	4' Watertight Wastewater Manhole w/ Bolted Cover (All Depths)	EA	\$5,100.00	4	\$20,400.00
9	Trench Safety	LF	\$1.00	1,044	\$1,044.00
10	Testing	LS	\$1.00	1,600	\$1,600.00
SUBTOTAL					\$121,529.66

2. REGIONAL DETENTION POND					
A. Erosion Controls					
Bid Item	Description	Unit	Unit Price	Quantity	Amount
A1	Silt Fence	LF	\$2.30	14,653.00	\$33,701.90
A2	Stabilized Construction Entrance	EA	\$1,000.00	1	\$1,000.00
A3	Concrete Washout	EA	\$1,000.00	1	\$1,000.00
A4	Revegetation (Open Space Areas)	SY	\$0.65	396,226	\$257,546.90
A5	Temporary Rock Berm	LF	\$30.00	603	\$18,090.00
SUBTOTAL					\$311,338.80
B. Earthwork					
Bid Item	Description	Unit	Unit Price	Quantity	Amount
B1	North & South Channel Excavation	CY	\$3.50	52,900	\$185,150.00
B2	North & South Channel Embankment	CY	\$3.00	700	\$2,100.00
B3	Dam Key Excavation	CY	\$9.00	40,000	\$360,000.00
B4	Dam Key Base and Berm Embankment	CY	\$5.50	90,100	\$495,550.00
B5	Clay Mining Field Excavation	CY	\$1.80	39,900	\$71,820.00
B6	Clay Mining Field Embankment	CY	\$1.00	26,100	\$26,100.00
SUBTOTAL					\$1,140,720.00
C. Utility Improvements					
Bid Item	Description	Unit	Unit Price	Quantity	Amount
C1	Demo Ex. Water Line	LS	\$3,500.00	1	\$3,500.00
C2	Tie to Ex. Water Line	EA	\$3,000.00	2	\$6,000.00
C3	12" C-900 PVC DR-14 Water Line	LF	\$105.00	124	\$13,020.00
C4	Ductile Iron Fittings	TN	\$16,500.00	0.17	\$2,805.00
C5	Testing	LS	\$4,400.00	1	\$4,400.00
C6	Trench Safety	LF	\$3.30	124	\$409.20
C7	Replace Manhole Cover with Water Tight Ring and Cover	EA	\$2,200.00	4	\$8,800.00
C8	Extend Wastewater Manhole Vest	EA	\$2,800.00	2	\$5,600.00
SUBTOTAL					\$44,534.20
D. Drainage Improvements					
Bid Item	Description	Unit	Unit Price	Quantity	Amount
D1	Structural Concrete Outlet Structure	LS	\$54,000.00	1	\$54,000.00
D2	Pedestrian Handrail (COA 707S-1)	LF	\$125.00	94	\$11,750.00
D3	Landlok 450 Turf Reinforcement Matting	SY	\$10.00	2,068	\$20,680.00
D4	18" Gabion Matress	SY	\$90.00	927	\$83,430.00
D5	12" Concrete Drop Structures	EA	\$20,500.00	6	\$123,000.00
D6	10" to 18" Rock Rip Rap	SY	\$60.00	271	\$16,260.00
SUBTOTAL					\$309,120.00
E. Miscellaneous Improvements					
Bid Item	Description	Unit	Unit Price	Quantity	Amount
E1	Mobilization	LS	\$96,000.00	1	\$96,000.00
E2	Demo Ex. Fence	LS	\$3,000.00	1	\$3,000.00
E3	Clear and Grub	AC	\$400.00	81.9	\$32,760.00
SUBTOTAL					\$131,760.00

Summary - Construction	
1. OFFSITE WATER AND WASTEWATER IMPROVEMENTS	
A. Erosion Controls	\$118,919.20
B. Water Improvements	\$524,967.00
C. Wastewater Improvements	\$1,392,662.00
D. Miscellaneous Improvements	\$178,246.00
E. Change Orders	\$121,529.66
SUBTOTAL	\$2,336,323.86
COST PARTICIPATION SUBTOTAL	
2. REGIONAL DETENTION POND	
A. Erosion Controls	\$311,338.80
B. Earthwork	\$1,140,720.00
C. Utility Improvements	\$44,534.20
D. Drainage Improvements	\$309,120.00
E. Miscellaneous Improvements	\$131,760.00
SUBTOTAL	\$1,937,473.00
LENNAR COST PARTICIPATION (40.1%) SUBTOTAL	
	\$776,926.67
OVERALL SUBTOTAL	
	\$3,113,250.53
GRAND TOTAL	
	\$3,113,250.53

Plum Creek North - Full Masterplan - Opinion of Probable Construction Costs

Cost is for items to be in design scope of TBG only. Civil and Architecture by others. All areas within this Opinion of Probable Construction Costs are associated with the main entry, roundabout and main entrance roadway and collector street landscape, including public parks. Amenity Centers and residential streets are not included.

Prepared by TBG Partners - 05/10/2021

Masterplan - Full Buildout

ITEM	UNIT	QTY.	UNIT COST	TOTAL	REMARKS
Improvement Area 1					
Collector Road and Pocket Park - Landscape	Allow	1	\$ 728,910.00	\$ 728,910.00	
Collector Road A - Landscape	LF	0	\$ 200.00	\$ -	
Collector Road B - Landscape	LF	734	\$ 278.03	\$ 204,076	
Collector Road C - Landscape	LF	1,562	\$ 299.95	\$ 468,521	
Masonry Wall - Type 1 (Upgraded)	LF	1,400	\$ 198.00	\$ 277,200.00	
Masonry Wall - Type 2 (Standard)	LF	4,198	\$ 105.00	\$ 440,790.00	
Perimeter Wall - Type 1 (Upgraded)	LF	243	\$ 222.00	\$ 53,946.00	
Perimeter Wall - Type 2 (Standard)	LF	728	\$ 125.00	\$ 91,000.00	
Stone Wall - Type 1 (Upgraded)	LF	843	\$ 222.00	\$ 187,146	
Stone Wall - Type 2 (Standard)	LF	2,528	\$ 125.00	\$ 316,000	
Round about Wall	Allow	1	\$ 30,000.00	\$ 30,000.00	
Roundabout	EA	1	\$ 69,950.00	\$ 69,950	
Neighborhood Entry Monument Column	EA	4	\$ 7,500.00	\$ 30,000.00	
Main Entry Wall	Allow	2	\$ 75,000.00	\$ 150,000.00	
Pocket Park 1	Allow	1	\$ 91,000.00	\$ 91,000.00	
Pocket Park 2	SF	20,000	\$ 8.50	\$ 170,000.00	
Park Open Space and Trails	SF	125,692	\$ 2.50	\$ 314,230	
Improvement Area 1 - Subtotal				\$ 3,622,769	

Improvement Area 2

Collector Road A - Landscape	LF	0	\$ 200.00	\$ -	
Collector Road B - Landscape	LF	3,715	\$ 278.03	\$ 1,032,891	
Collector Road C - Landscape	LF	1,018	\$ 299.95	\$ 305,349	
Neighborhood Entry Column	EA	5	\$ 7,500.00	\$ 37,500	
Secondary Entry Monument	EA	2	\$ 50,000.00	\$ 100,000	
Masonry Wall - Type 1 (Upgraded)	LF	1,609	\$ 198.00	\$ 318,582	
Masonry Wall - Type 2 (Standard)	LF	4,825	\$ 105.00	\$ 506,625	
Pocket Park	SF	25,000	\$ 8.50	\$ 212,500	
Pocket Park	SF	21,655	\$ 8.50	\$ 184,068	
Roundabout	EA	3	\$ 69,950.00	\$ 209,850	
Drainage Open Space and Trails	SF	870,380	\$ 0.50	\$ 435,190	
Improvement Area 2 - Subtotal				\$ 3,342,554	

Improvement Area 3

Collector Road A - Landscape	LF	0	\$ 200.00	\$ -	
Collector Road B - Landscape	LF	0	\$ 278.03	\$ -	
Collector Road C - Landscape	LF	0	\$ 299.95	\$ -	
Neighborhood Entry Column	EA	1	\$ 7,500.00	\$ 7,500	
Secondary Entry Monument	EA	1	\$ 50,000.00	\$ 50,000	
Masonry Wall - Type 1 (Upgraded)	LF	335	\$ 198.00	\$ 66,330	
Masonry Wall - Type 2 (Standard)	LF	1,004	\$ 105.00	\$ 105,420	
Pocket Park	SF	67,500	\$ 8.50	\$ 573,750	
Roundabout	EA	0	\$ 69,950.00	\$ -	
Drainage Open Space and Trails	SF	0	\$ 0.50	\$ -	
Improvement Area 3 - Subtotal				\$ 803,000	

all items by TBG

Full Landscape Masterplan - Subtotal	\$ 7,768,323
Construction Contingency 10%	\$ 776,832

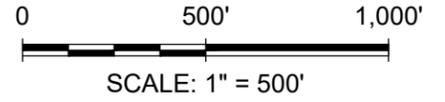
Landscape, Walls, Pocket Parks and Signage Total	\$ 8,545,155
---	---------------------

A/E Design Fee (Soft Cost) - Improvement Area 1	\$ 543,415
A/E Design Fee (Soft Cost) - Improvement Area 2	\$ 501,383
A/E Design Fee (Soft Cost) - Improvement Area 3	\$ 120,450

APPENDIX 3
OVERALL IMPROVEMENTS MAP:
WASTEWATER

LEGEND

- ROW
- PROPERTY BOUNDARY
- WW**— WASTEWATER



JACK C HAYS TRAIL
(R.M. 2770)

JACK C HAYS TRAIL
(R.M. 2770)

ETHERIDGE

RIKARDSON

KYLE PARKWAY
(FM 1629)

RIKARDSON

MAJOR IMPROVEMENTS

1

KOHLERS CROSSING

UNION PACIFIC RAILROAD

PLUM CREEK NORTH

OVERALL AREA IMPROVEMENTS - WASTEWATER
KYLE, HAYS COUNTY, TEXAS
AUGUST, 2021

Item # 10



TBPE NO: 16384 • TBPLS NO: 10194101
5508 HIGHWAY 290 WEST, SUITE 150
AUSTIN, TX 78735 512.872.6696
LDCTEAMS.COM

P:\Lennar\LEN15001_Plum Creek\03_ACADE\Exhibits\PID Exhibits\Major Improvements - WW.dwg, Overall, August 30, 2021, 6:21 PM, kschmidt

APPENDIX 4
OVERALL IMPROVEMENTS MAP:
DRAINAGE



0 800' 1,600'

SCALE: 1" = 800'

LEGEND

-  ROW
-  PROPERTY BOUNDARY
-  DRAINAGE AND DETENTION AREA

JACK C HAYS TRAIL
(R.M. 2770)

JACK C HAYS TRAIL
(R.M. 2770)

ETHERIDGE

RIKARDSON

KYLE PARKWAY
(FM 16329)

MAJOR IMPROVEMENTS

1

KOHLERS CROSSING

PACIFIC RAILROAD

PLUM CREEK NORTH

OVERALL AREA IMPROVEMENTS - DRAINAGE

KYLE, HAYS COUNTY, TEXAS

AUGUST, 2021

Item # 10

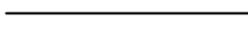


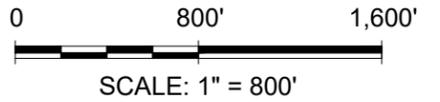
TBPE NO: 16384 · TBPLS NO: 10194101
5508 HIGHWAY 290 WEST, SUITE 150
AUSTIN, TX 78735 512.872.6696
LDCTEAMS.COM

P:\Lennar\LEN15001_Plum Creek\03_ACAD\Exhibits\PID Exhibits\Major Improvements - DRAINAGE.dwg, overall, August 30, 2021, 6:20 PM, kschnmidt

APPENDIX 5
OVERALL IMPROVEMENTS MAP:
POTABLE WATER

LEGEND

-  ROW
-  PROPERTY BOUNDARY
-  WATERLINE BY DEVELOPER



JACK C HAYS TRAIL
(R.M. 2770)

ETHERIDGE

RIKARDSON

KYLE PARKWAY
(FM 1926)

JACK C HAYS TRAIL
(R.M. 2770)

RIKARDSON

MAJOR IMPROVEMENTS

1

KOHLERS CROSSING

UNION PACIFIC RAILROAD

PLUM CREEK NORTH

OVERALL AREA IMPROVEMENTS - WATER
KYLE, HAYS COUNTY, TEXAS
OCTOBER, 2021

Item # 10



TBPE NO: 16384 • TBPLS NO: 10194101
5508 HIGHWAY 290 WEST, SUITE 150
AUSTIN, TX 78735 512.872.6696
LDCTEAMS.COM

P:\Lennar\LEN15001_Plum Creek\03_ACADE\Exhibits\PID Exhibits\Major Improvements - WATER.dwg, OVERALL, October 14, 2021, 1:51 PM, kschmidt

APPENDIX 6
OVERALL IMPROVEMENTS MAP:
STREETS

LEGEND

- ROW
- PROPERTY BOUNDARY
- ROADWAY



0 500' 1,000'

SCALE: 1" = 500'

JACK C HAYS TRAIL
(R.M. 2770)

RIKARDSON

ETHERIDGE

RIKARDSON

KYLE PARKWAY
(FM 1926)

1

KOHLERS CROSSING

PLUM CREEK NORTH

OVERALL AREA IMPROVEMENTS - STREETS

KYLE, HAYS COUNTY, TEXAS

AUGUST, 2021

Item # 10



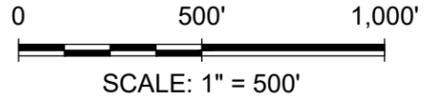
TBPE NO: 16384 · TBPLS NO: 10194101
5508 HIGHWAY 290 WEST, SUITE 150
AUSTIN, TX 78735 512.872.6696
LDCTEAMS.COM

P:\Lennar\LENI5001_Plum Creek\03_ACADE\Exhibits\PID Exhibits\Major Improvements - STREETS.dwg, OVERALL, August 30, 2021, 6:20 PM, kschmidt

APPENDIX 7
IMPROVEMENT AREA #1 MAP:
WASTEWATER

LEGEND

- ROW
- PROPERTY BOUNDARY
- WW**— WASTEWATER



JACK C HAYS TRAIL
(R.M. 2770)

JACK C HAYS TRAIL
(R.M. 2770)

ETHERIDGE

RIKARDSON

KYLE PARKWAY
(FM 1826)

RIKARDSON

1

KOHLERS CROSSING

UNION PACIFIC RAILROAD

PLUM CREEK NORTH

IMPROVEMENT AREA 1 - WASTEWATER
KYLE, HAYS COUNTY, TEXAS
AUGUST, 2021

Item # 10



TBPE NO: 16384 • TBPLS NO: 10194101
5508 HIGHWAY 290 WEST, SUITE 150
AUSTIN, TX 78735 512.872.6696
LDCTEAMS.COM

P:\Lennar\LEN15001_Plum Creek\03_ACADE\Exhibits\PID Exhibits\Major Improvements - WW.dwg, IA 1, August 30, 2021, 6:22 PM, kschnmidt

APPENDIX 8
IMPROVEMENT AREA #1 MAP:
DRAINAGE

LEGEND

- ROW
- PROPERTY BOUNDARY
- DRAINAGE AND DETENTION AREA



0 800' 1,600'



SCALE: 1" = 800'

JACK C HAYS TRAIL
(R.M. 2770)

JACK C HAYS TRAIL
(R.M. 2770)

ETHERIDGE

RIKARDSON

KYLE PARKWAY
(FM 1926)

RIKARDSON

1

KOHLERS CROSSING

UNION PACIFIC RAILROAD

PLUM CREEK NORTH

IMPROVEMENT AREA 1 - DRAINAGE

KYLE, HAYS COUNTY, TEXAS

AUGUST, 2021

Item # 10



TBPE NO: 16384 • TBPLS NO: 10194101
5508 HIGHWAY 290 WEST, SUITE 150
AUSTIN, TX 78735 512.872.6696
LDCTEAMS.COM

P:\Lennar\LEN15001_Plum Creek\03_ACADE\Exhibits\PID Exhibits\Major Improvements - DRAINAGE.dwg, IA#1, August 30, 2021, 6:20 PM, kschmidt

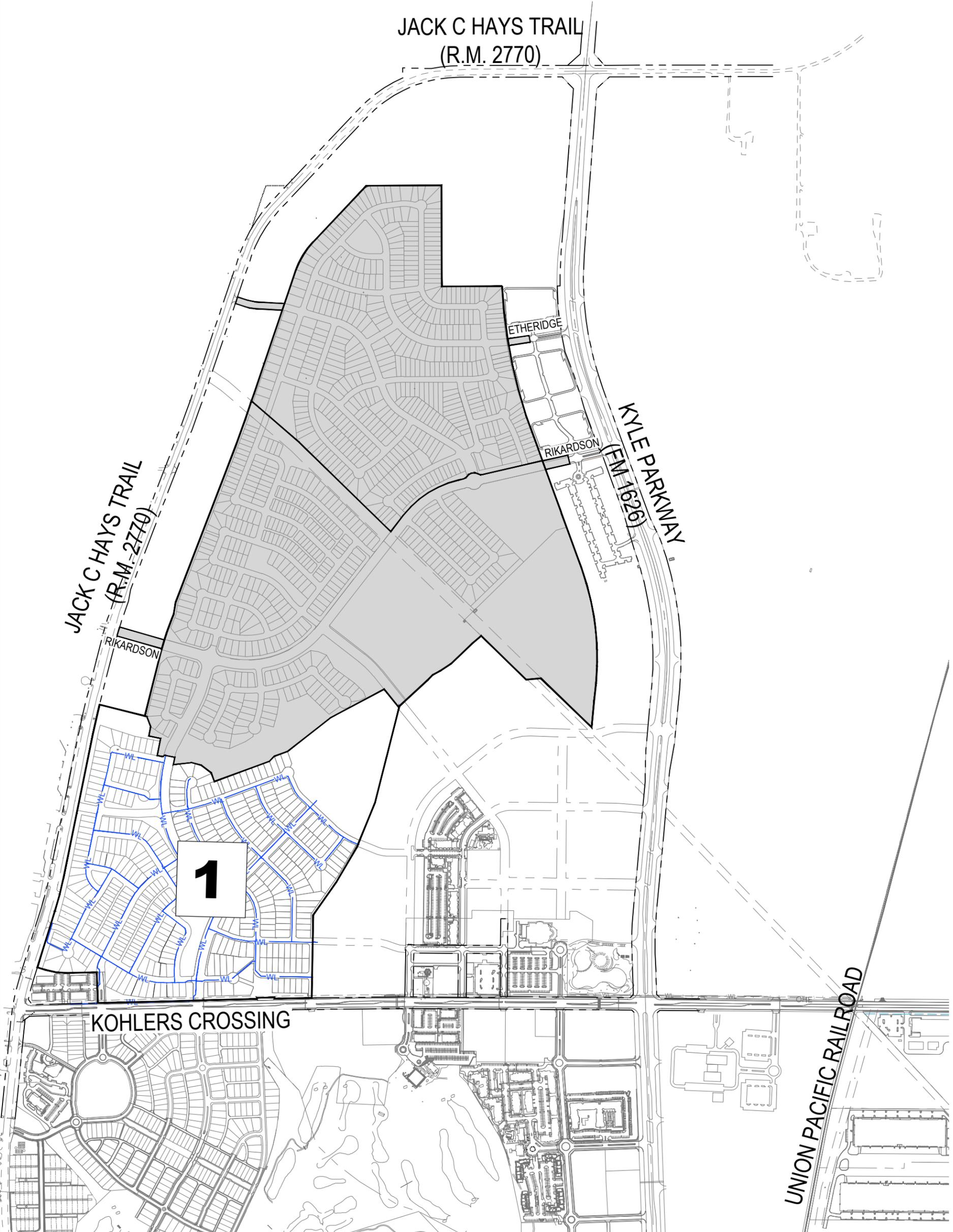
APPENDIX 9
IMPROVEMENT AREA #1 MAP:
POTABLE WATER

LEGEND

-  ROW
-  PROPERTY BOUNDARY
-  WATERLINE BY DEVELOPER



0 800' 1,600'
SCALE: 1" = 800'



P:\Lennar\LEN15001_Plum Creek\03_ACADE\Exhibits\PID Exhibits\Major Improvements - WATER.dwg, IA1, August 30, 2021, 6:21 PM, kschmidt

PLUM CREEK NORTH
IMPROVEMENT AREA 1 - WATER
KYLE, HAYS COUNTY, TEXAS
AUGUST, 2021

Item # 10



TBPE NO: 16384 • TBPLS NO: 10194101
5508 HIGHWAY 290 WEST, SUITE 150
AUSTIN, TX 78735 512.872.6696
LDCTEAMS.COM

APPENDIX 10
IMPROVEMENT AREA #1 MAP:
STREETS

LEGEND

- ROW
- PROPERTY BOUNDARY
- ROADWAY



0 500' 1,000'

SCALE: 1" = 500'

JACK C HAYS TRAIL
(R.M. 2770)

RIKARDSON

ETHERIDGE

KYLE PARKWAY
(FM 1626)

RIKARDSON

1

KOHLERS CROSSING

P:\Lennar\LEN15001_Plum Creek\03_ACADE\Exhibits\PID Exhibits\Major Improvements - STREETS.dwg, IA #1, August 30, 2021, 6:20 PM, kschnmidt

PLUM CREEK NORTH
IMPROVEMENT AREA 1 - STREETS
KYLE, HAYS COUNTY, TEXAS
AUGUST, 2021

Item # 10



TBPE NO: 16384 • TBPLS NO: 10194101
5508 HIGHWAY 290 WEST, SUITE 150
AUSTIN, TX 78735 512.872.6696
LDCTEAMS.COM

APPENDIX 11
IMPROVEMENT AREA #1 MAP:
PARKS, OPEN SPACE, & LANDSCAPING



IMPROVEMENT AREA #1

LEGEND

-  MASONRY WALLS
-  PUBLIC OPEN SPACE
-  ENHANCED ENTRY FEATURE - MAIN
-  COMMUNITY ENTRY FEATURE AND LANDSCAPE
-  ENHANCED ENTRY FEATURE - ROUNDABOUT

DISCLAIMER:
LANDSCAPE IMPROVEMENT EXHIBIT IS FOR DIAGRAMMATIC PURPOSES ONLY AND IS SUBJECT TO CHANGE.

APPROXIMATE LOCATION OF SURVEY LINE



plum creek north

improvement area #1
PID exhibit

Kyle, Texas
09/01/2021

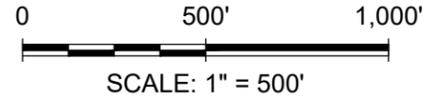


TBG - [512] 327 1011 - tbgpartners.com
1705 Guadalupe St, Suite 500, Austin, Texas 78701
The information shown is subject to change without notice.

APPENDIX 12
MAJOR IMPROVEMENT AREA MAP:
WASTEWATER

LEGEND

- ROW
- PROPERTY BOUNDARY
- WW**— WASTEWATER



JACK C HAYS TRAIL
(R.M. 2770)

JACK C HAYS TRAIL
(R.M. 2770)

ETHERIDGE

RIKARDSON

KYLE PARKWAY
(FM 1626)

RIKARDSON

MAJOR IMPROVEMENTS

1

KOHLERS CROSSING

UNION PACIFIC RAILROAD

PLUM CREEK NORTH

MAJOR IMPROVEMENTS - WASTEWATER
KYLE, HAYS COUNTY, TEXAS
AUGUST, 2021

Item # 10



TBPE NO: 16384 • TBPLS NO: 10194101
5508 HIGHWAY 290 WEST, SUITE 150
AUSTIN, TX 78735 512.872.6696
LDCTEAMS.COM

P:\Lennar\LEN15001_Plum Creek\03_ACADE\Exhibits\PID Exhibits\Major Improvements - WW.dwg, Major Imp., August 30, 2021, 6:22 PM, kschnmidt

APPENDIX 13
MAJOR IMPROVEMENT AREA MAP:
DRAINAGE



0 800' 1,600'

SCALE: 1" = 800'

LEGEND

-  ROW
-  PROPERTY BOUNDARY
-  DRAINAGE AND DETENTION AREA

JACK C HAYS TRAIL
(R.M. 2770)

JACK C HAYS TRAIL
(R.M. 2770)

ETHERIDGE

RIKARDSON

KYLE PARKWAY
(FM 16329)

MAJOR IMPROVEMENTS

1

KOHLERS CROSSING

PACIFIC RAILROAD

PLUM CREEK NORTH

MAJOR IMPROVEMENT AREAS - DRAINAGE

KYLE, HAYS COUNTY, TEXAS

AUGUST, 2021

Item # 10



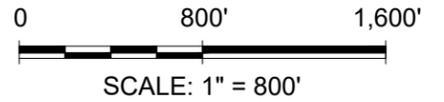
TBPE NO: 16384 • TBPLS NO: 10194101
5508 HIGHWAY 290 WEST, SUITE 150
AUSTIN, TX 78735 512.872.6696
LDCTEAMS.COM

P:\Lennar\LEN15001_Plum Creek\03_ACADE\Exhibits\PID Exhibits\Major Improvements - DRAINAGE.dwg, Major Imp, August 30, 2021, 6:20 PM, kschnmidt

APPENDIX 14
MAJOR IMPROVEMENT AREA MAP:
POTABLE WATER

LEGEND

- ROW
- PROPERTY BOUNDARY
- WL WATERLINE BY DEVELOPER



JACK C HAYS TRAIL
(R.M. 2770)

ETHERIDGE

RIKARDSON

KYLE PARKWAY
(FM 1926)

MAJOR IMPROVEMENTS

1

KOHLERS CROSSING

UNION PACIFIC RAILROAD

PLUM CREEK NORTH

MAJOR IMPROVEMENTS - WATER
KYLE, HAYS COUNTY, TEXAS
OCTOBER, 2021

Item # 10



TBPE NO: 16384 • TBPLS NO: 10194101
5508 HIGHWAY 290 WEST, SUITE 150
AUSTIN, TX 78735 512.872.6696
LDCTEAMS.COM

P:\Lennar\LEN15001_Plum Creek\03_ACADE\Exhibits\PID Exhibits\Major Improvements - WATER.dwg, Major Imp, October 14, 2021, 1:51 PM, kschmidt

APPENDIX 15
MAJOR IMPROVEMENT AREA MAP:
STREETS

LEGEND

-  ROW
-  PROPERTY BOUNDARY
-  ROADWAY



0 500' 1,000'

SCALE: 1" = 500'

JACK C HAYS TRAIL
(R.M. 2770)

RIKARDSON

ETHERIDGE

KYLE PARKWAY
(F.M. 1626)

RIKARDSON

MAJOR IMPROVEMENTS

1

KOHLERS CROSSING

COST OF THESE SEGMENTS
WERE INCLUDED WITH THE
SUBDIVISION IMPROVEMENTS

PLUM CREEK NORTH

MAJOR IMPROVEMENT AREAS - STREETS

KYLE, HAYS COUNTY, TEXAS

AUGUST, 2021

Item # 10



TBPE NO: 16384 • TBPLS NO: 10194101
5508 HIGHWAY 290 WEST, SUITE 150
AUSTIN, TX 78735 512.872.6696
LDCTEAMS.COM

P:\Lennar\LEN15001_Plum Creek\03_ACADE\Exhibits\PID Exhibits\Major Improvements - STREETS.dwg, Major Imp., August 30, 2021, 6:20 PM, kschmidt

APPENDIX 16
LEGAL DESCRIPTION:
OVERALL

After Recording, Please Return To:

John Bartram
Armbrust & Brown, PLLC
100 Congress Avenue, Suite 1300
Austin, Texas 78701

15/ITC/ 1419007 -COM/GMH

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

SPECIAL WARRANTY DEED WITH VENDOR'S LIEN

THE STATE OF TEXAS §
 § KNOW ALL BY THESE PRESENTS: THAT
COUNTY OF HAYS §

PC OPERATING PARTNERS, LTD., a Texas limited partnership ("**Grantor**"), for the consideration hereinafter stated paid and secured to be paid by **LENNAR HOMES OF TEXAS LAND AND CONSTRUCTION, LTD.**, a Texas limited partnership ("**Grantee**"), whose mailing address is 12401 Research Boulevard, Building One, Suite 300, Austin, Texas 78759, the receipt and sufficiency of which consideration are hereby acknowledged and confessed, has GRANTED, SOLD AND CONVEYED, and by these presents does GRANT, SELL AND CONVEY, unto Grantee, subject to all of the reservations, exceptions and other matters set forth or referred to in this deed, the following described property:

- (1) That certain real property in Hays County, Texas, which is described on **Exhibit A** attached hereto and incorporated herein by reference, together with all oil, gas, and other minerals in or under the surface thereof, and all executory leasing rights with respect thereto (the "**Land**");
- (2) All buildings, structures, utility lines, utility facilities, utility improvements, street and drainage improvements, and other improvements of any kind or nature located in, on, or under the Land (all of the foregoing being referred to herein collectively as the "**Improvements**");
- (3) All equipment, fixtures, and other items of any kind or nature which are attached or affixed to the Land or the Improvements (all of the foregoing being referred to herein collectively as the "**Fixtures**");
- (4) All appurtenances benefiting or pertaining to the Land or the Improvements including, without limitation, all of Grantor's right, title and interest in and to: (a) all streets, alleys, rights-of-way, or easements adjacent to or benefiting the Land; (b) all strips or pieces of land abutting, bounding, or adjacent to the Land; (c) all claims and causes of action of any kind or nature relating to or concerning the Land,

the Improvements and/or Fixtures; (d) all governmental approvals and/or permits relating to or benefiting the Land; and (e) all utility service rights, permits and/or commitments relating to or benefiting the Land (all of the foregoing being referred to herein collectively as the “**Appurtenances**”).

The Land, Improvements, Fixtures and Appurtenances are collectively referred to herein as the “**Property**”.

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereto in anywise belonging unto Grantee, and Grantee’s successors or assigns, forever; and, subject to all of the matters set forth or referred to herein, Grantor does hereby bind itself and its successors to **WARRANT AND FOREVER DEFEND** all and singular the Property unto Grantee, Grantee’s successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof, by, through or under Grantor, but not otherwise; provided, however that this conveyance is made by Grantor and accepted by Grantee subject to: (a) all of the title exceptions appearing in the recorded documents and other matters listed on **Exhibit B** attached to this deed and incorporated herein by reference, to the extent, but only to the extent, that such title exceptions are presently valid and existing (it being expressly stipulated that the sole purpose of this exception is to limit the warranties in this deed and that nothing in this deed will have the effect of recognizing, validating, ratifying or re-imposing any title exception that has been released, forfeited, terminated, abandoned or otherwise removed in fact or by operation of law); and (b) all taxes and assessments by any taxing authority for the current and all subsequent years and all liens securing the payment thereof.

The consideration for this conveyance is as follows: (i) Ten Dollars (\$10.00) and other good and valuable cash consideration to Grantor in hand paid by Grantee; and (ii) one certain promissory note of even date herewith in the original principal amount of \$11,350,000.00 made, executed, and delivered by Grantee, payable to the order of Texas Community Bank (the “**Note**”). The Note is by reference incorporated herein as fully and completely as if the same were here set forth verbatim. A vendor’s lien, together with superior title remaining in Grantor as vendor (“**Vendor’s Lien**”), is retained against the Property in favor of the holder of the Note (the “**Beneficiary**”) for the security of and until the full and final payment of the Note. The Vendor’s Lien is hereby assigned and transferred to the Beneficiary without recourse or warranty of any kind or nature. Payment of the Note is additionally secured by a deed of trust lien on the Property created in the deed of trust (the “**Deed of Trust**”) of even date herewith from Grantee to Adam Garza, Trustee, and in the event of default in the payment of the Note, or in the event of default in the performance of any of the covenants or conditions contained in the Deed of Trust which on the part of the grantor therein are to be kept and performed, then Beneficiary will have the option to mature the Note and to foreclose the Vendor’s Lien herein retained or the Deed of Trust lien which secures the payment of the Note, or both of said liens, either under the power of sale contained in the Deed of Trust or by court proceedings, as Beneficiary may elect.

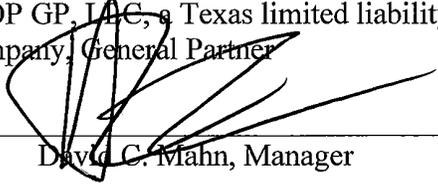
EXECUTED AND DELIVERED the 25 day of August, 2016 (the “**Effective Date**”).

(Signatures are on following pages)

GRANTOR:

PC OPERATING PARTNERS, LTD., a Texas limited partnership

By: PCOP GP, LLC, a Texas limited liability Company, General Partner

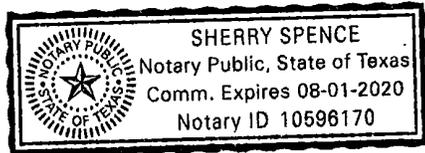
By: 

David C. Mahn, Manager

THE STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me this 25 day of August, 2016 by David C. Mahn, Manager of PCOP GP, LLC, a Texas limited liability company, as General Partner of PC OPERATING PARTNERS, LTD., a Texas limited partnership, on behalf of said limited partnership.





Notary Public Signature

GRANTEE:

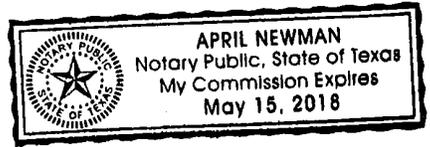
LENNAR HOMES OF TEXAS LAND AND CONSTRUCTION, LTD., a Texas limited partnership

By: Lennar Texas Holding Company, a Texas corporation, General Partner

By: *[Signature]*
Name: Amanda Jernejcic
Title: Authorized Agent

THE STATE OF TEXAS §
COUNTY OF TRAVIS §

This instrument was acknowledged before me this 26th day of August, 2016 by Amanda Jernejcic, Authorized Agent of Lennar Texas Holding Company, a Texas corporation, general partner of Lennar Homes of Texas Land and Construction, Ltd. a Texas limited partnership, on behalf of said corporation and limited partnership.



April Newman
Notary Public Signature

Exhibit A

TRACT 1:

324.250 acres of land, more or less, out of the M. M. MCCARVER LEAGUE NO. 4, ABSTRACT NO. 10 situated in Hays County, Texas; being a portion of the remainder of the 329.46 acres described as Tract One, Parcel One in Warranty Deed to PC Operating Partners, Ltd., a Texas limited partnership recorded in Volume 5233, Page 155, Official Public Records, Hays County, Texas and more particularly described by metes and bounds in Exhibit 'A-1' attached hereto and made a part hereof.

TRACT 2:

51.48 acres of land, more or less, out of the M. M. MCCARVER LEAGUE NO. 4, ABSTRACT NO. 10 situated in Hays County, Texas and being the same property described as Tract One, Parcel Two in Warranty Deed to PC Operating Partners, Ltd., a Texas limited partnership recorded in Volume 5233, Page 155, Official Public Records, Hays County, Texas. Said 51.48 acres of land being more particularly described by metes and bounds in Exhibit 'A-2' attached hereto and made a part hereof.

TRACT 3:

10.869 acres of land, more or less, out of the M. M. MCCARVER LEAGUE NO. 4, ABSTRACT NO. 10 situated in Hays County, Texas and being a portion of that 14.42 acre tract of land described as Tract Two in Warranty Deed to PC Operating Partners, Ltd., a Texas limited partnership recorded in Volume 5233, Page 170, Official Public Records, Hays County, Texas. Said 10.869 acres of land being more particularly described by metes and bounds in Exhibit 'A-3' attached hereto and made a part hereof.

TRACT 4:

2.581 acres of land, more or less, out of the M. M. MCCARVER LEAGUE NO. 4, ABSTRACT NO. 10 situated in Hays County, Texas and being a portion of that 983.99 acre tract of land described Deed to Mountain Plum, Ltd. recorded in Volume 2297, Page 139, Official Public Records, Hays County, Texas. Said 2.581 acres of land being more particularly described by metes and bounds in Exhibit 'A-4' attached hereto and made a part hereof.

324.250-Ac.
M.M. McCarver Sur. No. 4, A-10,
Hays County, Texas

Exhibit A → 1

Job No. 5549-01-001
FN1626R3(en)
Page 1 of 4

FIELD NOTES DESCRIPTION

DESCRIPTION OF 324.250 ACRES OF LAND IN THE M.M. MCCARVER LEAGUE NUMBER 4, A-10, HAYS COUNTY, TEXAS; BEING A PORTION OF THE REMAINDER OF A CERTAIN 983.99 ACRE TRACT DESIGNATED AS TRACT 2 OF EXHIBIT "A" AND DESCRIBED IN THE DEED WITHOUT WARRANTY TO MOUNTAIN PLUM, LTD. OF RECORD IN VOLUME 2297, PAGE 139, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS; SAID 324.250 ACRES OF LAND AS SURVEYED BY BOWMAN CONSULTING GROUP, LTD. BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2-inch iron rod with a plastic cap stamped "LAI" previously set in the north right-of-way line of Kohler's Crossing (County Road 171), a variable width right-of-way, for the northwest corner of a certain called 1.171 acre tract designated as Parcel 3, Tract 1, and described in a deed to the City of Kyle, Texas, of record in Volume 3220, Page 508, Official Public Records of Hays County, Texas;

THENCE N 87° 01' 11" E, with the north right-of-way line of said Kohler's Crossing (County Road 171), with the north line of the said 1.171 acre tract, a distance of 765.77 feet to a 1/2-inch iron rod with a plastic cap stamped "BCG" set for the southerly southwest corner and **POINT OF BEGINNING** of the tract described herein;

THENCE leaving the north right-of-way line of said Kohler's Crossing (County Road 171), crossing the said 983.99 acre tract, with the west and south lines of the tract described herein, the following two (2) courses and distances:

1. N 12° 30' 54" E, a distance of 810.89 feet to a 1/2-inch iron rod with a plastic cap stamped "BCG" set for a re-entrant corner, and
2. S 88° 23' 03" W, a distance of 767.32 feet to a 1/2-inch iron rod with a plastic cap stamped "BCG" set in the curving east right-of-way line of R.M. 2770 (Old Austin-San Marcos Road), a variable width right-of-way, being the east line of a certain called 1.663 acre tract designated as Exhibit A, Parcel No. 1, and described in a deed to the State of Texas of record in Volume 1076, Page 205, Official Public Records of Hays County, Texas, for the westerly southwest corner of the tract described herein, from which a Texas Department of Transportation (TXDOT) Type 2 right-of-way marker found for a point of tangency in the east right-of-way line of said R.M. 2770 (Old Austin-San Marcos Road), and the east line of the said 1.663 acre tract bears with the arc of a curve to the right, having a radius of 2970.17, an arc distance of 4.01 feet, and a chord which bears S 15° 41' 07" W, a distance of 4.01 feet;

THENCE with the east right-of-way line of said R.M. 2770 (Old Austin-San Marcos Road) and the east line of the said 1.663 acre tract, with the west line of the tract described herein, the following three (3) courses and distances:

1. with the arc of a curve to the left, having a radius of 2970.17, an arc distance of 298.47 feet, and a chord which bears N 12° 46' 04" E, a distance of 298.34 feet to a Texas Department of Transportation (TXDOT) Type 2 right-of-way marker found for a point of tangency,
2. N 09° 53' 14" E, a distance of 1255.36 feet to a Texas Department of Transportation (TXDOT) Type 2 right-of-way marker found for a point of curvature, and
3. with the arc of a curve to the right, having a radius of 5659.58, an arc distance of 264.66 feet, and a chord which bears N 11° 13' 39" E, a distance of 264.64 feet to a Texas Department of Transportation (TXDOT) Type 2 right-of-way marker found

324.250-Ac.
M.M. McCarver Sur. No. 4, A-10,
Hays County, Texas

Exhibit A-1

Job No. 5549-01-001
FN1626R3(en)
Page 2 of 4

for a point of tangency in the east line of said R.M. 2770 (Old Austin-San Marcos Road) and the east line of the said 1.663 acre tract, for the westerly northwest corner of the tract described herein, from which a Texas Department of Transportation (TXDOT) Type 2 right-of-way marker found for a point of curvature in the east right-of-way line of said R.M. 2770 (Old Austin-San Marcos Road) and the east line of the said 1.663 acre tract bears N 12° 33' 31" E, a distance of 553.60 feet;

THENCE leaving the east right-of-way line of said R.M. 2770 (Old Austin-San Marcos Road) and the east line of the said 1.663 acre tract, crossing the said 983.99 acre tract, with the west and north lines of the tract described herein, the following nine (9) courses and distances:

1. S 77° 26' 29" E, a distance of 400.00 feet to a 1/2-inch iron rod with a plastic cap stamped "BCG" set for a re-entrant corner,
2. N 12° 33' 31" E, a distance of 553.60 feet to a 1/2-inch iron rod with a plastic cap stamped "BCG" set for a point of curvature,
3. with the arc of a curve to the right, having a radius of 2394.79 feet, an arc distance of 356.92 feet, and a chord which bears N 16° 50' 54" E, a distance of 356.59 feet to a 1/2-inch iron rod with a plastic cap stamped "BCG" set for an angle point,
4. N 08° 03' 05" E, a distance of 107.69 feet to a 1/2-inch iron rod with a plastic cap stamped "BCG" set for an angle point,
5. N 19° 21' 47" E, a distance of 1436.41 feet to a 1/2-inch iron rod with a plastic cap stamped "BCG" set for a point of curvature,
6. with the arc of a curve to the left, having a radius of 6179.58 feet, an arc distance of 246.28 feet, and a chord which bears N 18° 13' 04" E, a distance of 246.26 feet to a 1/2-inch iron rod with a plastic cap stamped "BCG" set for a point of tangency,
7. N 17° 04' 43" E, a distance of 225.64 feet to a 1/2-inch iron rod with a plastic cap stamped "BCG" set for a northwest corner of the tract described herein,
8. N 88° 07' 40" E, a distance of 1618.53 feet to a 1/2-inch iron rod with a plastic cap stamped "BCG" set for a re-entrant corner, and
9. N 01° 48' 26" W, a distance of 922.01 feet to a 1/2-inch iron rod found at a re-entrant corner in the north line of the said 983.99 acre tract, for the southerly southwest corner of a certain tract of land described in a deed to Texas-Lehigh Cement Company of record in Volume 609, Page 843, Real Property Records of Hays County, Texas, for the northerly northwest corner of the tract described herein, from which a 1/2-inch iron rod with a plastic cap stamped "BCG" set for the northerly northeast corner of the said 983.99 acre tract and for a re-entrant corner in the west line of the said Texas-Lehigh Cement Company tract bears N 01° 48' 26" W, a distance of 869.97 feet, and from said 1/2-inch iron rod with a plastic cap stamped "BCG" set, a 1/2-inch iron rod found in the north line of the said 983.99 acre tract and the south line of the said Texas-Lehigh Cement Company tract bears S 88° 07' 40" W, a distance of 22.55 feet;

THENCE N 88° 09' 34" E, with the north line of the said 983.99 acre tract and the south line of the said Texas-Lehigh Cement Company tract, with the north line of the tract described herein, a distance of 516.32 feet to a 1/2-inch iron rod with a plastic cap stamped "BCG" set for the northerly northeast corner of the tract described herein, from which a calculated point in the curving west right-of-way line of F.M. Highway 1626, being a certain called 28.91 acre tract described in a deed to the City of Kyle, Texas, of record in Volume

324.250-Ac.
M.M. McCarver Sur. No. 4, A-10,
Hays County, Texas

Exhibit A-1

Job No. 5549-01-001
FN1626R3(en)
Page 3 of 4

1871, Page 236, Official Public Records of Hays County, Texas bears N 88° 09' 34" E, a distance of 500.07 feet, and from said calculated point, a Texas Department of Transportation (TXDOT) Type 2 right-of-way marker found bears N 03° 01' 08" E, a distance of 0.55 feet;

THENCE leaving the south line of the said Texas-Lehigh Cement Company tract, crossing the said 983.99 acre tract, with the east and south lines of the tract described herein, the following nineteen (19) courses and distances:

1. with the arc of a curve to the left, having a radius of 3464.79 feet, an arc distance of 1139.26 feet, and a chord which bears S 12° 07' 40" E, a distance of 1134.13 feet to a 1/2-inch iron rod with a plastic cap stamped "BCG" set for a point of tangency,
2. S 21° 32' 51" E, a distance of 1391.43 feet to a 1/2-inch iron rod with a plastic cap stamped "BCG" set for a point of curvature,
3. with the arc of a curve to the right, having a radius of 2264.79 feet, an arc distance of 915.45 feet, and a chord which bears S 09° 58' 04" E, a distance of 909.23 feet to a 1/2-inch iron rod with a plastic cap stamped "BCG" set for the easterly southeast corner of the tract described herein,
4. S 82° 22' 26" W, at a distance of 480.93 feet passing a 1/2-inch iron rod with a plastic cap stamped "Chaparral Boundary" found and continuing for a total distance of 610.78 feet to a 1/2-inch iron rod with a plastic cap stamped "Chaparral Boundary" found at an angle point,
5. N 47° 15' 44" W, a distance of 538.63 feet to a 1/2-inch iron rod with a plastic cap stamped "Chaparral Boundary" found at an angle point,
6. S 47° 53' 10" W, a distance of 93.75 feet to a 1/2-inch iron rod with a plastic cap stamped "Chaparral Boundary" found at an angle point,
7. S 44° 44' 47" W, a distance of 259.46 feet to a 1/2-inch iron rod with a plastic cap stamped "Chaparral Boundary" found at an angle point,
8. S 54° 50' 52" W, a distance of 110.19 feet to a 1/2-inch iron rod with a plastic cap stamped "Chaparral Boundary" found at an angle point,
9. S 60° 11' 22" W, a distance of 72.39 feet to a 1/2-inch iron rod with a plastic cap stamped "Chaparral Boundary" found at an angle point,
10. S 43° 07' 49" W, a distance of 67.72 feet to a 1/2-inch iron rod with a plastic cap stamped "Chaparral Boundary" found at an angle point,
11. S 45° 36' 55" W, a distance of 316.61 feet to a 1/2-inch iron rod with a plastic cap stamped "Chaparral Boundary" found at an angle point,
12. S 27° 58' 58" W, at a distance of 4.51 feet passing a 1/2-inch iron rod with a plastic cap stamped "Chaparral Boundary" found and continuing for a total distance of 4.93 feet to a calculated point for an angle point,
13. S 73° 20' 14" W, a distance of 4.89 feet to a 1/2-inch iron rod with a plastic cap stamped "BCG" set for a re-entrant corner,
14. S 12° 27' 56" W, a distance of 448.13 feet to a 1/2-inch iron rod with a plastic cap stamped "BCG" set for an angle point,

324.250-Ac.
M.M. McCarver Sur. No. 4, A-10,
Hays County, Texas

Job No. 5549-01-001
FN1626R3(en)
Page 4 of 4

Exhibit A ~ |

15. S 12° 33' 58" W, a distance of 413.82 feet to a 1/2-inch iron rod with a plastic cap stamped "BCG" set for an angle point,
16. S 20° 39' 46" W, a distance of 412.04 feet to a 1/2-inch iron rod with a plastic cap stamped "BCG" set for an angle point,
17. S 28° 43' 08" W, a distance of 349.81 feet to a 1/2-inch iron rod with a plastic cap stamped "BCG" set for an angle point,
18. S 33° 32' 22" W, a distance of 340.44 feet to a 1/2-inch iron rod with a plastic cap stamped "BCG" set for an angle point, and
19. S 00° 29' 00" E, a distance of 715.18 feet to a 1/2-inch iron rod with a plastic cap stamped "BCG" set in the north right-of-way line of said Kohler's Crossing (County Road 171) and the north line of the said 1.171 acre tract, for the southeast corner of the tract described herein, from which a 1/2-inch iron rod with a plastic cap stamped "BCG" set at an angle point in the north right-of-way line of said Kohler's Crossing (County Road 171) and the north line of the said 1.171 acre tract bears N 87° 19' 58" E, a distance of 27.10 feet;

THENCE with the north right-of-way line of said Kohler's Crossing (County Road 171); and the north line of the said 1.171 acre tract, with the south line of the tract described herein, the following eight (8) courses and distances:

1. S 87° 19' 58" W, a distance of 283.45 feet to a 1/2-inch iron rod with a plastic cap stamped "LAI" previously set for an angle point,
2. S 87° 12' 01" W, a distance of 37.39 feet to a 1/2-inch iron rod with a plastic cap stamped "LAI" previously set for an angle point,
3. N 02° 56' 00" W, a distance of 9.33 feet to a 1/2-inch iron rod with a plastic cap stamped "LAI" previously set for an angle point,
4. S 87° 04' 00" W, a distance of 150.00 feet to a 1/2-inch iron rod with a plastic cap stamped "LAI" previously set for an angle point;
5. S 02° 56' 00" E, a distance of 9.06 feet to a 1/2-inch iron rod with a plastic cap stamped "LAI" previously set for an angle point,
6. S 86° 58' 28" W, a distance of 450.68 feet to a 1/2-inch iron rod with a plastic cap stamped "BCG" set for an angle point;
7. S 86° 50' 31" W, a distance of 322.43 feet to a 1/2-inch iron rod with a plastic cap stamped "BCG" set for an angle point, and
8. S 87° 01' 11" W, a distance of 392.04 feet to the **POINT OF BEGINNING** and containing 324.250 acres of land, more or less.

BEARING BASIS: Texas Coordinate System, South Central Zone, NAD83, Grid.

BOWMAN WORD FILE: FN1626R2(en)

H:\Survey\FieldNotes\FN-1600s\FN1626R2(en).doc

324.250-Ac.
M.M. McCarver Sur. No. 4, A-10,
Hays County, Texas

Job No. 5549-01-001
FN1626R3(en)
Page 5 of 4

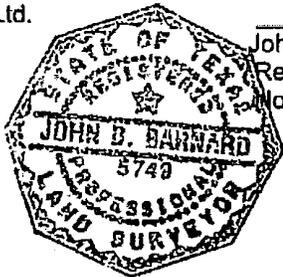
Exhibit A - 1

THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS
COUNTY OF TRAVIS §

That I, John D. Barnard, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a series of surveys made on the ground during the months of July through October 2014, under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, on this 26th day of August 2016 A.D.

Bowman Consulting Group, Ltd.
Austin, Texas 78746





John D. Barnard
Registered Professional Land Surveyor
No. 5749 – State of Texas

EXHIBIT A-2

TRACT 2 DESCRIPTION

51.48-Ac.
M.M. McCarver Sur. No. 4, A-10,
Hays County, Texas

EXHIBIT A

Job No. 5549-01-001
FN1627(en)
Page 1 of 2

FIELD NOTES DESCRIPTION

DESCRIPTION OF 51.48 ACRES OF LAND IN THE M.M. MCCARVER LEAGUE NUMBER 4, A-10, HAYS COUNTY, TEXAS; BEING A PORTION OF THE REMAINDER OF A CERTAIN 983.99 ACRE TRACT DESIGNATED AS TRACT 2 OF EXHIBIT "A" AND DESCRIBED IN THE DEED WITHOUT WARRANTY TO MOUNTAIN PLUM, LTD. OF RECORD IN VOLUME 2297, PAGE 139, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS; SAID 51.48 ACRES OF LAND AS SURVEYED BY BOWMAN CONSULTING GROUP, LTD. BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a calculated point in the east right-of-way line of R.M. 2770 (Old Austin-San Marcos Road), a variable width right-of-way, for the northwest corner of the said 983.99 acre tract and for the west corner of a certain tract of land described in a deed to Texas-Lehigh Cement Company of record in Volume 609, Page 843, Real Property Records of Hays County, Texas, from which a 1/2-inch iron rod found bears N 88°07'40" E, a distance of 0.80 feet;

THENCE N 88°07'40" E, leaving the east right-of-way line of said R.M. 2770 (Old Austin-San Marcos Road), with the north line of the said 983.99 acre tract and a south line of the said Texas-Lehigh Cement Company tract, a distance of 551.74 feet to a 1/2-inch iron rod with a plastic cap stamped "BCG" set for the northwest corner and **POINT OF BEGINNING** of the tract described herein;

THENCE N 88°07'40" E, continuing with north line of the said 983.99 acre tract and the south line of the said Texas-Lehigh Cement Company tract, with the north line of the tract described herein, at a distance of 622.93 feet, passing a 1/2-inch iron rod found, and continuing for a total distance of 645.48 feet to a 1/2-inch iron rod with a plastic cap stamped "BCG" set for the northerly northeast corner of the said 983.99 acre tract and for a re-entrant corner in the west line of the said Texas-Lehigh Cement Company tract, for the northeast corner of the tract described herein;

THENCE S 01°48'26" E, with the east line of the said 983.99 acre tract and the west line of the said Texas-Lehigh Cement Company tract, with the east line of the tract described herein, a distance of 899.97 feet to a 1/2-inch iron rod found at a re-entrant corner in the east line of the said 983.99 acre tract being the southwest corner of the said Texas-Lehigh Cement Company tract for a point-on-line in the east line of the tract described herein, from which a calculated point in the curving west right-of-way line of F.M. 1626, being a certain called 28.91 acre tract described in a deed to the City of Kyle, Texas, of record in Volume 1871, Page 236, Official Public Records of Hays County, Texas bears N 88°09'34" E, a distance of 1016.39 feet, and from said calculated point, a Texas Department of Transportation (TXDOT) Type 2 right-of-way marker found bears N 03°01'08" E, a distance of 0.55 feet;

THENCE crossing the said 983.99 acre tract, with the east, south, and west lines of the tract described herein, the following five (5) courses and distances:

1. S 01°48'26" E, a distance of 922.01 feet to a 1/2-inch iron rod with a plastic cap stamped "BCG" set for the southeast corner of the tract described herein,
2. S 88°07'40" W, a distance of 1618.53 feet to a 1/2-inch iron rod with a plastic cap stamped "BCG" set for the southwest corner of the tract described herein,
3. N 17°04'43" E a distance of 1116.23 feet to a 1/2-inch iron rod with a plastic cap stamped "BCG" set for a point of curvature,
4. with the arc of a curve to the right, having a radius of 695.92 feet, an arc distance of 299.41 feet, and a chord which bears N 29°24'58" E, a distance of 297.11 feet to a 1/2-inch iron rod with a plastic cap stamped "BCG" set for a point of tangency, and
5. N 41°39'39" E, a distance of 665.35 feet to the **POINT OF BEGINNING** and containing 51.48 acres of land, more or less.

Bowman Consulting | 3101 Bee Cave Road, Suite 100 | Austin, TX 78746 | P: 512.327.1180
TBPE Firm No. 14309 | TBPLS Firm No. 101206-00

61.48-Ac.
M.M. McCarver Sur. No. 4, A-10,
Hays County, Texas

Job No. 5549-01-001
FN1627(en)
Page 2 of 2

BEARING BASIS: Texas Coordinate System, South Central Zone, NAD83, Grid.

BOWMAN WORD FILE: FN1627(en)
H:\Survey_FieldNotes\FN-1600s\FN1627(en).doc

THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS
COUNTY OF TRAVIS §

That I, John D. Barnard, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a series of surveys made on the ground during the month of July 2014, under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, on this 31st day of July 2014 A.D.

Bowman Consulting Group, Ltd.
Austin, Texas 78748



John D. Barnard
Registered Professional Land Surveyor
No. 5749 - State of Texas



EXHIBIT A-3

TRACT 3 DESCRIPTION

10.869-Ac.
M.M. McCarver Sur. No. 4, A-10,
John Cooper Survey No. 13, A-100
Hays County, Texas

"Exhibit A-3"

Job No. 6549-01-001
FN1755(en)
Page 1 of 4

FIELD NOTES DESCRIPTION

DESCRIPTION OF 10.869 ACRES OF LAND IN THE M.M. MCCARVER LEAGUE NUMBER 4, A-10, AND THE JOHN COOPER SURVEY NUMBER 13, A-100, HAYS COUNTY, TEXAS; BEING A PORTION OF A CERTAIN CALLED 14.42 ACRE TRACT DESIGNATED AS TRACT TWO: AREA 14, AND DESCRIBED IN THE SPECIAL WARRANTY DEED WITH VENDOR'S LIEN TO PC OPERATING PARTNERS, LTD. OF RECORD IN VOLUME 5233, PAGE 170, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS; SAID 10.869 ACRES OF LAND AS SURVEYED BY BOWMAN CONSULTING GROUP, LTD., AND SHOWN ON THE ACCOMPANYING SKETCH, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2-inch iron rod with a plastic cap stamped "LAI" previously set in the north right-of-way line of Kohler's Crossing (County Road 171), a variable width right-of-way, for the northwest corner of a certain called 1.171 acre tract designated as Parcel 3, Tract 1, and described in a deed to the City of Kyle, Texas, of record in Volume 3220, Page 508, Official Public Records of Hays County, Texas, same being the southerly southwest corner of the said 14.42 acre tract;

THENCE N 87°01'11" E, with the north right-of-way line of said Kohler's Crossing and the north line of the said 1.171 acre tract, with the south line of the said 14.42 acre tract, a distance of 582.28 feet to a 1/2-inch iron rod with a plastic cap stamped "BCG" set, for the southerly southwest corner and POINT OF BEGINNING of the tract described herein;

THENCE leaving the north right-of-way line of said Kohler's Crossing and the north line of the said 1.171 acre tract, crossing the said 14.42 acre tract, with the west and south lines of the tract described herein, the following four (4) courses and distances:

1. N 02°58'49" W, a distance of 283.91 feet to a 1/2-inch iron rod with a plastic cap stamped "BCG" set for a re-entrant corner,
2. S 87°01'11" W, a distance of 252.57 feet to a 1/2-inch iron rod with a plastic cap stamped "BCG" set for a point-of-curvature,
3. with the arc of a curve to the right, having a radius of 585.00 feet, an arc distance of 190.97 feet, and a chord which bears N 83°37'41" W, a distance of 190.13 feet to a 1/2-inch iron rod with a plastic cap stamped "BCG" set for a point-of-tangency, and
4. N 74°18'34" W, a distance of 73.76 feet to a 1/2-inch iron rod with a plastic cap stamped "BCG" set in the east right-of-way line of R.M. Highway No. 2770, in the west line of the said 14.42 acre tract, same being the east line of a certain called 1.663 acre tract designated as Exhibit A, Parcel No. 1, and described in a deed to the State of Texas of record in Volume 1076, Page 205, Official Public Records of Hays County, Texas, for the westerly southwest corner of the tract described herein, from which a 1/2-inch iron rod with a plastic cap stamped "BCG" previously set in the east right-of-way line of said R.M. Highway No. 2770, for a point-of-curvature in the west line of the said 14.42 acre tract and the east line of the said 1.663 acre tract bears S 15°44'17" W, a distance of 112.47 feet;

THENCE with the east right-of-way line of said R.M. 2770 and the east line of the said 1.663 acre tract, with the west line of the said 14.42 acre tract, and with the west line of the tract described herein, the following two (2) courses and distances:

1. N 15°44'17" E, a distance of 504.10 feet to a Texas Department of Transportation (TXDOT) Type 2 right-of-way marker found for a point-of-curvature, and
2. with the arc of a curve to the left, having a radius of 2870.17 feet, an arc distance of 4.01 feet, and a chord which bears N 15°41'07" E, a distance of 4.01 feet to a 1/2-inch iron rod with a plastic cap stamped "BCG" previously set for a point-on-line in the curving east right-of-way line of said R.M. 2770 and the east line of the said 1.663 acre tract, for the northwest corner of the said 14.42 acre tract, and the northwest corner of the tract described herein, from which a Texas Department of Transportation (TXDOT) Type 2 right-of-way marker found at a point-of-tangency in the east right-of-way line of said R.M. 2770 and the east line of the said 1.663 acre tract bears with the arc of a curve to the left, having a

Bowman Consulting | 3101 Bee Cave Road, Suite 100 | Austin, TX 78748 | P: 512.327.1180
TBPE Firm No. 14309 | TBPLS Firm No. 101206-00

10.869-Ac.
M.M. McCarver Sur. No. 4, A-10,
John Cooper Survey No. 13, A-100
Hays County, Texas

Exhibit "A-3"

Job No. 5549-01-001
FN1765(en)
Page 2 of 4

radius of 2970.17 feet, an arc distance of 298.47 feet, and a chord which bears N 12°48'04" E, a distance of 298.34 feet;

THENCE leaving the east right-of-way line of said R.M. 2770 and the east line of the said 1.863 acre tract, with the north and east lines of the said 14.42 acre tract and of the tract described herein, the following two (2) courses and distances:

1. N 88°23'03" E, at a distance of 416.49 feet, passing a 1/2-inch iron rod with a plastic cap stamped "BCG" previously set for a point-on-line, and continuing for a total distance of 767.32 feet to a 1/2-inch iron rod with a plastic cap stamped "BCG" previously set for the northeast corner of the said 14.42 acre tract, and the northeast corner of the tract described herein, and
2. S 12°30'54" W, a distance of 810.89 feet to a 1/2-inch iron rod with a plastic cap stamped "BCG" previously set in the north right-of-way line of said Kohler's Crossing and the north line of the said 1.171 acre tract, for the southeast corner of the said 14.42 acre tract and the southeast corner of the tract described herein, from which a 1/2-inch iron rod with a plastic cap stamped "BCG" previously set for an angle point in the north right-of-way line of said Kohler's Crossing and the north line of the said 1.171 acre tract bears N 87°01'11" E, a distance of 392.04 feet;

THENCE S 87°01'11" W, with the north right-of-way line of said Kohler's Crossing and the north line of the said 1.171 acre tract, with the south line of the said 14.42 acre tract, and the south line of the tract described herein, a distance of 203.51 feet to the POINT OF BEGINNING and containing 10.869 acres of land, more or less,

BEARING BASIS: Texas Coordinate System, South Central Zone, NAD83, Grid.
BOWMAN WORD FILE: FN1765(en)
H:\Survey_FieldNotes\FN-1700s\FN1765(en).doc

THE STATE OF TEXAS §
COUNTY OF TRAVIS

§

KNOW ALL MEN BY THESE PRESENTS

That I, John D. Barnard, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a series of surveys made on the ground during the months of July and August 2014, under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, on this 29th day of August 2015 A.D.

Bowman Consulting Group, Ltd.
Austin, Texas 78748




John D. Barnard
Registered Professional Land Surveyor
No. 5749 - State of Texas

Bowman Consulting | 3101 Bee Cave Road, Suite 100 | Austin, TX 78748 | P: 512.327.1180
TBPE Firm No. 14309 | TBPLS Firm No. 101206-00

EXHIBIT A-4

TRACT 4 DESCRIPTION



**Professional Land Surveying, Inc.
Surveying and Mapping**

Office: 512-443-1724
Fax: 512-389-0943

3500 McCall Lane
Austin, Texas 78744

**2.581 ACRES
HAYS COUNTY, TEXAS**

A DESCRIPTION OF 2.581 ACRES (APPROXIMATELY 112,437 SQ. FT.) IN THE MORTON M. McCARVER SURVEY NO. 4, ABSTRACT NO. 10, HAYS COUNTY, TEXAS, BEING A PORTION OF A 983.99 ACRE TRACT DESCRIBED IN A DEED TO MOUNTAIN PLUM, LTD. RECORDED IN VOLUME 2297, PAGE 139 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS; SAID 2.581 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" rebar with "BCG" cap found for an angle point in the east line of a 329.46 acre tract described in a deed to PC Operating Partners, Ltd. recorded in Volume 5233, Page 155 of the Official Public Records of Hays County, Texas, which (said east line) severs said 983.99 acre tract, the 329.46 acres being a portion of the 983.99 acre tract, from which a calculated point for the southeast corner of the 983.99 acre tract bears South 38°56'53" East, a distance of 3591.27 feet, and a 1/2" rebar with "BCG" cap found for a point of curvature in said east line bears North 9°57'58" West, a chord distance of 909.20 feet;

THENCE crossing the 983.99 acre tract, the following two (2) courses and distances:

1. South 3°42'40" West, a distance of 476.82 feet to a 1/2" rebar with "Chaparral" cap set;
2. North 47°15'44" West, a distance of 607.08 feet to a 1/2" rebar with "Chaparral" cap set in said east line, from which a 1/2" rebar with "BCG" cap found for an angle point in said east line bears South 82°22'29" West, a distance of 530.29 feet;

THENCE North 82°22'29" East, with said east line, a distance of 481.00 feet to the **POINT OF BEGINNING**, containing 2.581 acres of land, more or less.

Surveyed on the ground July 11, 2016. Bearing Basis: The Texas Coordinate System of 1983 (NAD83), South Central Zone, based on GPS solutions from the Texas Cooperative RTK Network.

Attachments: Drawing 625-003-SWAP2.

 7/15/10
Eric J. Dannheim Date
Registered Professional Land Surveyor
State of Texas No. 6075
TBPLS Firm No. 10124500



EXHIBIT B

PERMITTED EXCEPTIONS

1. Easement recorded in Volume 254, Page 254, Deed Records, Hays County, Texas, to Lower Colorado River Authority. [TRACTS 1 AND 4]
2. Easement recorded in Volume 524, Page 37, Real Property Records, Hays County, Texas, to General Telephone Company of the Southwest, a Delaware corporation. [TRACTS 1, 2, 3 AND 4]
3. Easement recorded in Volume 659, Page 857, Real Property Records, Hays County, Texas, to Pedernales Electric Cooperative, Inc. [TRACTS 1, 3 AND 4]
4. Easement recorded in Document No. 9918596, Official Public Records, Hays County, Texas to Pedernales Electric Cooperative, Inc. [TRACTS 1, 2, 3 AND 4]
5. Terms, Conditions, and Stipulations in the Agreement by and between City of Mountain City, Texas, a Texas Municipal Corporation and Plum Creek Development Partners, Ltd., a Texas limited partnership and/or William Negley, recorded in Volume 3252, Page 118, Official Public Records, Hays County, Texas. [TRACTS 1, 2, 3 AND 4]
6. Notice of Fees and Encumbrances recorded in Volume 2548, Page 138, Official Public Records, Hays County, Texas. [TRACTS 1, 2, 3 AND 4]
7. Terms and provisions of Agreement between the City of Kyle, Plum Creek Partners, Ltd. and William Negley, Trustee for Development and Annexation of Phase 1 of the Plum Creek Ranch Property dated April 15, 1997, as amended, as said agreement is identified and referenced in deed to PC Operating Partners, Ltd. as recorded in Volume 5233, Page 155, Official Public Records, Hays County, Texas. [TRACTS 1 AND 2]
8. Terms and provisions of Agreement between the City of Kyle, Plum Creek Partners, Ltd. and William Negley, Trustee for Development and Annexation of Phase 1 of the Plum Creek Ranch Property dated April 15, 1997, as amended, as said agreement is identified and referenced in deed to PC Operating Partners, Ltd. as recorded in Volume 5233, Page 170, Official Public Records, Hays County, Texas. [TRACT 3]
9. Tower Site Lease Agreement dated January 1, 2016, between iHeartmedia + Entertainment, Inc. and PC Operating Partners, Ltd.
10. Rights of 4 K Cattle Company under unrecorded grazing lease.
11. Gravel Drive extends across the western property line of Tract 2, as depicted on the survey dated 8/25/2016, prepared by John D. Barnard, R.P.L.S. No. 5749.
12. Easement rights related to the telephone and gas lines along the western property line and R.M. 2770, as depicted on the survey dated 8/25/2016, prepared by John D. Barnard, R.P.L.S. No. 5749 [TRACTS 1 AND 3]

Exhibit B

APPENDIX 17
LEGAL DESCRIPTION:
IMPROVEMENT AREA #1



SCALE: 1" = 500'

RIKARDSON

JACK C HAYS TRAIL
(R.M. 2770)

1

KOHLERS CROSSING

P:\Lennar\LE15001_Plum Creek\03_ACAD\Exhibits\PID Exhibits\OVERALL NEIGHBORHOODS.dwg, AREA 1, June 25, 2021, 4:01 PM, kschmidt

PLUM CREEK PHASE 2

NEIGHBORHOOD IMPROVEMENT AREA 1

KYLE, HAYS COUNTY, TEXAS

JUNE, 2021



TBPE NO: 16384 · TBPLS NO: 10194101
5508 HIGHWAY 290 WEST, SUITE 150
AUSTIN, TX 78735 512.872.6696
LDCTEAMS.COM

FIELD NOTES DESCRIPTION

DESCRIPTION OF 123.086 ACRES OF LAND IN THE M.M. McCARVER LEAGUE NO. 4, ABSTRACT NO. 10, HAYS COUNTY, TEXAS; BEING A PORTION OF A CERTAIN CALLED 324.250 ACRE TRACT OF LAND DESIGNATED AS TRACT 1 AND A PORTION OF A CERTAIN CALLED 10.869 ACRE TRACT OF LAND DESIGNATED AS TRACT 3, BOTH DESCRIBED IN THE SPECIAL WARRANTY DEED WITH VENDOR'S LIEN TO LENNAR HOMES OF TEXAS LAND AND CONSTRUCTION, LTD. OF RECORD IN INSTRUMENT NO. 16029226, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, AND ALSO BEING ALL OF A CERTAIN CALLED 0.421 OF ONE ACRE TRACT OF LAND DESCRIBED IN THE STREET DEED TO THE CITY OF KYLE OF RECORD IN INSTRUMENT NO. 20000733, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, AND ALSO BEING ALL OF PLUM CREEK PHASE 2, SECTION 1, A SUBDIVISION ACCORDING TO THE MAP OR PLAT OF RECORD IN INSTRUMENT NO. 20042677, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS; SAID 123.086 ACRES OF LAND, AS SURVEYED BY LANDDEV CONSULTING, LLC, AND SHOWN ON THE ACCOMPANYING SKETCH, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a ½-inch iron rod with a plastic cap stamped "BCG" found in the north right-of-way line of Kohler's Crossing (County Road 171), a variable-width right-of-way, in the north line of a certain called 1.171 acre tract designated as Tract 1, being a portion of a certain called 2.163 acre tract described in the Special Warranty Deed Dedication of Right-of-Way to the City of Kyle, Texas, of record in Volume 3220, Page 508, Official Public Records of Hays County, Texas, at the southerly southeast corner of the said 324.250 acre tract, same being the southeast corner of said Plum Creek Phase 2, Section 1, at the southwest corner of a certain called 0.2754 of one acre described in the Special Warranty Deed to the City of Kyle of record in Instrument No. 20020541, Official Public Records of Hays County, Texas, for the southeast corner and **POINT OF BEGINNING** of the tract described herein;

THENCE, with the north right-of-way line of Kohler's Crossing, with the north line of the said 1.171 acre tract, with the southerly south line of the said 324.250 acre tract, with the south line of said Plum Creek Phase 2, Section 1, with a south line of the said 10.869 acre tract, with the south line of the said 0.421 acre tract, with the south line of the tract described herein, the following eight (8) courses and distances:

1. S 87°20'02" W, at a distance of 28.20 feet pass a ½-inch iron rod with a plastic cap stamped "LANDDEV" previously set in the intersecting west right-of-way line of San Juan, a variable-width right-of-way, as shown on said Plum Creek Phase 2, Section 1 and the north right-of-way line of said Kohler's Crossing, at the easterly southeast corner of Lot 19, Block "A", said Plum Creek Phase 2, Section 1, and continuing a total distance of 283.51 feet to a ½-inch iron rod with a plastic cap stamped "BCG" found at an angle point,
2. S 87°15'30" W, a distance of 37.35 feet to a ½-inch iron rod with a plastic cap stamped "BCG" found at an angle point,
3. N 02°41'42" W, a distance of 9.35 feet to a ½-inch iron rod with a plastic cap stamped "BCG" found at an angle point,
4. S 87°01'34" W, a distance of 150.02 feet to a ½-inch iron rod with a plastic cap stamped "LAI" found at an angle point,
5. S 03°07'07" E, a distance of 9.09 feet to a ½-inch iron rod with a plastic cap stamped "LAI" found at an angle point,
6. S 86°59'25" W, a distance of 450.74 feet to a ½-inch iron rod with a plastic cap stamped "BCG" found at an angle point,
7. S 86°49'54" W, at a distance of 96.47 feet pass a ½-inch iron rod with a plastic cap stamped "LANDEV" previously set at the intersecting north right-of-way line of said Kohler's Crossing and the west right-of-way line of Sanders, a variable-width right-of-way, as shown on said Plum Creek Phase 2, Section 1, and continuing for a total distance of 322.35 feet to a ½-inch iron rod with a plastic cap stamped "BCG" found at an angle point, and
8. S 87°01'16" W, at a distance of 392.12 feet pass a calculated point for the southerly southwest corner of the said 324.250 acre tract, same being the southeast corner of the said 10.869 acre tract, at a distance of 525.63 feet pass a ½-inch iron rod with a plastic cap stamped "LANDEV" previously set for the southeast corner of the said 0.421

acre tract, and continuing for a total distance of 595.63 feet to a ½-inch iron rod with a plastic cap stamped "LANDEV" previously set for the southwest corner of the said 0.421 acre tract, same being the southerly southwest corner of the said 10.869 acre tract, for the southeast corner of Lot 1, Block "A", Plum Creek Phase II, Northwest Business Park, a subdivision according to the map or plat of record in Instrument No. 17042348, Official Public Records of Hays County, Texas, for the southerly southwest corner of the tract described herein, from which a ½-inch iron rod with a plastic cap stamped "LAI" found at the intersecting north right-of-way line of said Kohler's Crossing and the east right-of-way line of R.M. 2770, also known as Jack C. Hays Trail, a variable width right-of-way, at the southwest corner of said Lot 1, Block "A", Plum Creek Phase II, Northwest Business Park, same being the northwest corner of the said 1.171 acre tract bears S 87°01'16" W, a distance of 562.19 feet;

THENCE, leaving the north right-of-way line of Kohler's Crossing, leaving the north line of the said 1.171 acre tract, with the west line of the said 0.421 acre tract, with the east and north lines of said Lot 1, Block "A", Plum Creek Phase II, Northwest Business Park, with a west and south line of the said 10.869 acre tract, with a west and south line of the tract described herein, the following four (4) courses and distances:

1. N 02°58'42" W, a distance of 263.91 feet to a ½-inch iron rod with a plastic cap stamped "BCG" found at a re-entrant corner of the said 10.869 acre tract, at the northwest corner of the said 0.421 acre tract, same being the northeast corner of said Lot 1, Block "A", Plum Creek Phase II, Northwest Business Park, for a re-entrant corner of the tract described herein,
2. S 87°00'54" W, a distance of 252.57 feet to a calculated point for a point-of-curvature,
3. with the arc of a curve to the right, having a radius of 585.00 feet, an arc distance of 191.02 feet, and a chord which bears N 83°38'01" W, a distance of 190.17 feet to a calculated point for a point-of-tangency, and
4. N 74°16'51" W, a distance of 73.75 feet to a ½-inch iron rod with a plastic cap stamped "BCG" found in the east right-of-way line of R.M. 2770, also known as Jack C. Hays Trail, at the westerly southwest corner of the said 10.869 acre tract, same being the northwest corner of said Lot 1, Block "A", Plum Creek Phase II, Northwest Business Park, for the westerly southwest corner of the tract described herein;

THENCE, with the east right-of-way line of R.M. 2770, also known as Jack C. Hays Trail, with a west line of the said 10.869 acre tract, with a west line of the said 324.250 acre tract, with a west line of the tract described herein, the following five (5) courses and distances:

1. N 15°43'39" E, a distance of 504.22 feet to a Texas Department of Transportation (TXDOT) Type 2 right-of-way marker (disk set in concrete) found at a point-of-curvature,
2. with the arc of a curve to the left, having a radius of 2,970.17 feet, an arc distance of 3.86 feet, and a chord which bears N 18°06'54" E, a distance of 3.86 feet to a ½-inch iron rod with a plastic cap stamped "BCG" found at the northwest corner of the said 10.869 acre tract, same being the westerly southwest corner of the said 324.250 acre tract,
3. continuing with the arc of a curve to the left, having a radius of 2,970.17 feet, an arc distance of 298.57 feet, and a chord which bears N 12°45'19" E, a distance of 298.45 feet to a TXDOT Type 2 marker found at a point-of-tangency,
4. N 09°53'12" E, a distance of 1,255.39 feet to a TXDOT Type 2 marker found at a point-of-curvature, and
5. with the arc of a curve to the right, having a radius of 5,659.58 feet, an arc distance of 264.54 feet, and a chord which bears N 11°13'16" E, a distance of 264.52 feet to a TXDOT Type 2 marker found at a point-of-tangency in the east right-of-way line of said F.M. 2770, also known as Jack C. Hays Trail, at a point-of-tangency in the east line of the said 1.663 acre tract, at a northwest corner of the said 324.250 acre tract, for a northwest corner of the tract described herein;

THENCE S 77°26'02" E, leaving the east right-of-way line of R.M. 2770, also known as Jack C. Hays Trail, with a north line of the said 324.250 acre tract, with a north line of the tract described herein, a distance of 400.12 feet to a calculated point for a re-entrant corner in the west line of the said 324.250 acre tract, for an angle point in the north line of the tract described herein;

THENCE, crossing the said 324.250 acre tract, with a north line of the tract described herein, the following nine (9) courses and distances:

1. S 75°57'03" E, a distance of 20.01 feet to a calculated angle point,
2. S 21°57'26" E, a distance of 93.05 feet to a calculated angle point,
3. S 09°53'14" W, a distance of 82.50 feet to a calculated angle point,
4. S 80°06'46" E, a distance of 103.43 feet to a calculated angle point,
5. S 09°53'14" W, a distance of 150.00 feet to a calculated angle point,
6. S 80°06'46" E, a distance of 44.12 feet to a calculated point-of-curvature,
7. with the arc of a curve to the left, having a radius of 15.00 feet, an arc distance of 23.56 feet, and a chord which bears N 54°53'14" E, a distance of 21.21 feet to a calculated point for a non-tangent end of curve,
8. S 80°06'46" E, a distance of 92.50 feet to a calculated angle point, and
9. S 09°53'14" W, a distance of 63.37 feet to a ½-inch iron rod with a plastic cap stamped "LANDEV" previously set for the northwest corner of Lot 5, Block "G", said Plum Creek Phase 2, Section 1, for an angle point in the north line of the tract described herein;

THENCE, continuing across the said 324.250 acre tract, with the north line of said Plum Creek Phase 2, Section 1, continuing with northern line of the tract described herein, the following ten (10) courses and distances:

1. N 82°11'26" E, a distance of 159.98 feet to a ½-inch iron rod with a plastic cap stamped "LANDEV" previously set for an angle point,
2. S 76°03'31" E, a distance of 84.20 feet to a ½-inch iron rod with a plastic cap stamped "LANDEV" previously set for an angle point,
3. S 54°18'28" E, a distance of 107.54 feet to a ½-inch iron rod with a plastic cap stamped "LANDEV" previously set for an angle point,
4. S 20°51'57" E, a distance of 79.51 feet to a ½-inch iron rod with a plastic cap stamped "LANDEV" previously set in the north line of Lot 12, Block "G", said Plum Creek Phase 2, Section 1, for the southeast corner of Lot 8, Block "G", said Plum Creek Phase 2, Section 1, for an angle point of the tract described herein,
5. N 68°20'34" E, a distance of 503.54 feet to a ½-inch iron rod with a plastic cap stamped "LANDEV" previously set for the common north corner of Lot 21 and Lot 22, Block "G", said Plum Creek Phase 2, Section 1, for an angle point of the tract described herein,
6. N 42°03'00" E, a distance of 61.35 feet to a ½-inch iron rod with a plastic cap stamped "LANDEV" previously set for the common north corner of Lot 22 and Lot 23, Block "G", said Plum Creek Phase 2, Section 1, for an angle point of the tract described herein,
7. N 68°20'25" E, a distance of 120.09 feet to a ½-inch iron rod with a plastic cap stamped "LANDEV" previously set for the common north corner of Lot 24 and Lot 25, Block "G", said Plum Creek Phase 2, Section 1, for an angle point of the tract described herein,
8. N 50°19'03" E, a distance of 476.39 feet to a ½-inch iron rod with a plastic cap stamped "LANDEV" previously set for an angle point,
9. N 60°18'32" E, a distance of 515.65 feet to a ½-inch iron rod with a plastic cap stamped "LANDEV" previously set for an angle point, and

10. S 40°20'07" E, a distance of 204.42 feet to a ½-inch iron rod with a plastic cap stamped "LANDEV" previously set in an east line of the said 324.250 acre tract, for the northeast corner of said Lot 25, Block "G", said Plum Creek Phase 2, Section 1, for the northeast corner of the tract described herein;

THENCE, with an east line of the said 324.250 acre tract, with the east line of said Plum Creek Phase 2, Section 1, with the east line of the tract described herein, the following six (6) courses and distances:

1. S 12°27'49" W, a distance of 433.06 feet to a ½-inch iron rod with a plastic cap stamped "BCG" found at an angle point,
2. S 12°33'30" W, a distance of 413.85 feet to a ½-inch iron rod with a plastic cap stamped "BCG" found at an angle point,
3. S 20°40'17" W, a distance of 412.04 feet to a ½-inch iron rod found at an angle point,
4. S 28°42'48" W, a distance of 349.90 feet to a ½-inch iron rod found at an angle point,
5. S 33°31'58" W, a distance of 340.39 feet to a ½-inch iron rod with a plastic cap stamped "BCG" found at an angle point, and
6. S 00°28'58" E, a distance of 715.15 feet to the **POINT OF BEGINNING** and containing 123.086 acres of land, more or less.

BEARING BASIS: Texas Coordinate System, South Central Zone, NAD83, Grid.

THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF TRAVIS

That I, Ernesto Navarrete, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the parcel of land described herein is based upon a survey performed upon the ground under my direct supervision during the months of January, May, August, and October 2019 and March and April 2021.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, this 28th day of June 2021 A.D.

LANDDEV CONSULTING, LLC
5508 Highway 290 West, Suite 150
Austin, Texas 78735


Ernesto Navarrete
Registered Professional Land Surveyor
No. 6642 – State of Texas



APPENDIX 18
LEGAL DESCRIPTION:
MAJOR IMPROVEMENT AREA



SCALE: 1" = 500'

JACK CHAYS TRAIL
(R.M. 2770) JACK
(R.)

RIKARDSON

2

RIKARDSON

P:\Lemman\LEN15001_Plum Creek\03_ACAD\Exhibits\IPID Exhibits\OVERALL NEIGHBORHOODS.dwg, AREA 2, June 25, 2021, 3:58 PM, kschmidt

PLUM CREEK PHASE 2

NEIGHBORHOOD IMPROVEMENT AREA 1

KYLE, HAYS COUNTY, TEXAS

JUNE, 2021



TBPE NO: 16384 · TBPLS NO: 10194101
5508 HIGHWAY 290 WEST, SUITE 150
AUSTIN, TX 78735 512.872.6696
LDCTEAMS.COM

FIELD NOTES DESCRIPTION

DESCRIPTION OF 164.403 ACRES OF LAND IN THE M.M. McCARVER LEAGUE NO. 4, ABSTRACT NO. 10, HAYS COUNTY, TEXAS; BEING A PORTION OF A CERTAIN CALLED 324.250 ACRE TRACT OF LAND DESIGNATED AS TRACT 1 AND ALL OF A CERTAIN CALLED 2.581 ACRE TRACT OF LAND DESIGNATED AS TRACT 4, BOTH TRACTS DESCRIBED IN THE SPECIAL WARRANTY DEED WITH VENDOR'S LIEN TO LENNAR HOMES OF TEXAS LAND AND CONSTRUCTION, LTD. OF RECORD IN INSTRUMENT NO. 16029226, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS; SAID 164.403 ACRES OF LAND, AS SURVEYED BY LANDDEV CONSULTING, LLC, AND SHOWN ON THE ACCOMPANYING SKETCH, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a ½-inch iron rod with a plastic cap stamped "CHAPARRAL" found at the south corner of the said 2.581 acre tract, for the southeast corner and **POINT OF BEGINNING** of the tract described herein;

THENCE N 47°16'06" W, with the southwest line of the said 2.581 acre tract, with a southwest line of the tract described herein, a distance of 607.02 feet to a ½-inch iron rod with a plastic cap stamped "CHAPARRAL" found in a south line of the said 324.250 acre tract, at the northwest corner of the said 2.581 acre tract, for an angle point of the tract described herein;

THENCE S 82°23'39" W, with a south line of the said 324.250 acre tract, with a south line of the tract described herein, a distance of 129.82 feet to a ½-inch iron rod with a plastic cap stamped "CHAPARRAL" found at an angle point in a south line of the said 324.250 acre tract, at the southeast corner of a certain called 5.207 acre tract of land described in the Special Warranty Deed to Mountain Plum, Ltd. of record in Instrument No. 16029244, Official Public Records of Hays County, Texas, for an angle point in the south line of the tract described herein, acre tract;

THENCE, continuing with a south line of the said 324.250 acre tract, with the northeast and northwest lines of the said 5.207 acre tract, with the south line of the tract described herein, the following eight (8) courses and distances:

1. N 47°15'52" W, a distance of 538.62 feet to a ½-inch iron rod with a plastic cap stamped "CHAPARRAL" found at the north corner of the said 5.207 acre tract,
2. S 47°51'18" W, a distance of 93.76 feet to a ½-inch iron rod with a plastic cap stamped "CHAPARRAL" found at an angle point,
3. S 44°44'39" W, a distance of 259.50 feet to a ½-inch iron rod with a plastic cap stamped "CHAPARRAL" found at an angle point,
4. S 54°52'01" W, a distance of 110.12 feet to a ½-inch iron rod with a plastic cap stamped "CHAPARRAL" found at an angle point,
5. S 60°03'19" W, a distance of 72.51 feet to a ½-inch iron rod with a plastic cap stamped "CHAPARRAL" found at an angle point,
6. S 43°14'54" W, a distance of 67.64 feet to a ½-inch iron rod with a plastic cap stamped "CHAPARRAL" found at an angle point,
7. S 45°36'49" W, a distance of 316.57 feet to a ½-inch iron rod with a plastic cap stamped "CHAPARRAL" found at an angle point, and
8. S 28°05'57" W, at a distance of 4.53 feet pass a ½-inch iron rod with a plastic cap stamped "CHAPARRAL" found for reference, and continuing for a total distance of 4.95 feet to a calculated angle point in a south line of the said 324.250 acre tract, at the southwest corner of the said 5.207 acre tract, for an angle point in the south line of the tract described herein

THENCE, continuing with a south line of the said 324.250 acre tract, with the south line of the tract described herein, the following two (2) courses and distances:

1. S 73°19'55" W, a distance of 4.92 feet to a ½-inch iron rod with a plastic cap stamped "BCG" found at an angle point, and

2. S 12°27'49" W, a distance of 15.00 feet to a ½-inch iron rod with a plastic cap stamped "LANDDEV" previously set for the northeast corner of Lot 25, Block "G", Plum Creek Phase 2, Section 1, a subdivision according to the map or plat of record in Instrument No. 20042677, Official Public Records of Hays County, Texas, for an angle point in the south line of the tract described herein;

THENCE, crossing the said 324.250 acre tract, with the north line of the said Plum Creek Phase 2, Section 1 subdivision, with the north line of said Block "G", Plum Creek Phase 2, Section 1, continuing with the south line of the tract described herein, the following ten (10) courses and distances:

1. N 40°20'07" W, a distance of 204.42 feet to a ½-inch iron rod with a plastic cap stamped "LANDDEV" previously set for an angle point,
2. S 60°18'32" W, a distance of 515.65 feet to a ½-inch iron rod with a plastic cap stamped "LANDDEV" previously set for an angle point of the tract described herein,
3. S 50°19'03" W, a distance of 476.39 feet to a ½-inch iron rod with a plastic cap stamped "LANDDEV" previously set for the common north corner of Lot 24 and Lot 25, Block "G", said Plum Creek Phase 2, Section 1, and for an angle point of the tract described herein,
4. S 68°20'25" W, a distance of 120.09 feet to a ½-inch iron rod with a plastic cap stamped "LANDDEV" previously set for the common north corner of Lot 22 and Lot 23, Block "G", said Plum Creek Phase 2, Section 1, and for an angle point of the tract described herein,
5. S 42°03'00" W, a distance of 61.35 feet to a ½-inch iron rod with a plastic cap stamped "LANDDEV" previously set for the common north corner of Lot 21 and Lot 22, Block "G", said Plum Creek Phase 2, Section 1, and for an angle point of the tract described herein,
6. S 68°20'34" W, a distance of 503.54 feet to a ½-inch iron rod with a plastic cap stamped "LANDDEV" previously set for the southeast corner of Lot 8, Block "G", said Plum Creek Phase 2, Section 1, and for an angle point of the tract described herein,
7. N 20°51'57" W, a distance of 79.51 feet to a ½-inch iron rod with a plastic cap stamped "LANDDEV" previously set for an angle point,
8. N 54°18'28" W, a distance of 107.54 feet to a ½-inch iron rod with a plastic cap stamped "LANDDEV" previously set for an angle point,
9. N 76°03'31" W, a distance of 84.20 feet to a ½-inch iron rod with a plastic cap stamped "LANDDEV" previously set for an angle point, and
10. S 82°11'26" W, a distance of 159.98 feet to a ½-inch iron rod with a plastic cap stamped "LANDDEV" previously set for the northwest corner of Lot 5, Block "G", said Plum Creek Phase 2, Section 1, for an angle point of the tract described herein;

THENCE, leaving the north line of the said Plum Creek Phase 2, Section 1 Subdivision, continuing across the said 324.250 acre tract, continuing with the south line of the tract described herein, the following nine (9) courses and distances:

1. N 09°53'14" E, a distance of 63.37 feet to a calculated angle point,
2. N 80°06'46" W, a distance of 92.50 feet to a calculated point at the beginning of a non-tangent curve,
3. with the arc of a curve to the right, having a radius of 15.00 feet, an arc distance of 23.56 feet, and a chord which bears S 54°53'14" W, a distance of 21.21 feet to a calculated point-of-tangency,
4. N 80°06'46" W, a distance of 44.12 feet to a calculated angle point,
5. N 09°53'14" E, a distance of 150.00 feet to a calculated angle point,

6. N 80°06'46" W, a distance of 103.43 feet to a calculated angle point,
7. N 09°53'14" E, a distance of 82.50 feet to a calculated angle point,
8. N 21°57'26" W, a distance of 93.05 feet to a calculated angle point, and
9. N 75°57'03" W, a distance of 20.01 feet to a calculated point for a re-entrant corner of the said 324.250 acre tract, for a southwest corner of the tract described herein, from which a Texas Department of Transportation (TXDOT) Type 2 right-of-way marker (disk set in concrete) found at a point-of-curvature in the east right-of-way line of R.M. 2770, also known as Jack C. Hays Trail, a variable width right-of-way, at a point-of-curvature in the east line of a certain called 1.663 acre tract described in the Deed to the State of Texas of record in Volume 1076, Page 211, Official Public Records of Hays County, Texas, at a northwest corner of the said 324.250 acre tract bears N 77°26'02" W, a distance of 400.12 feet;

THENCE, with a west line of the said 324.250 acre tract, with the west line of the tract described herein, the following six (6) courses and distances:

1. N 12°33'23" E, a distance of 553.60 feet to a calculated point-of-curvature,
2. with the arc of a curve to the right, having a radius of 2,394.79 feet, an arc distance of 356.92 feet, and a chord which bears N 16°50'46" E, a distance of 356.59 feet to a calculated point for a non-tangent end of curve,
3. N 08°03'02" E, a distance of 107.72 feet to a ½-inch iron rod with a plastic cap stamped "BCG" found at an angle point,
4. N 19°21'17" E, a distance of 1436.60 feet to a ½-inch iron rod with a plastic cap stamped "BCG" found at a point-of-curvature,
5. with the arc of a curve to the left, having a radius of 6,179.58 feet, an arc distance of 246.17 feet, and a chord which bears N 18°16'04" E, a distance of 246.15 feet to a ½-inch iron rod with a plastic cap stamped "BCG" found at a point-of-tangency, and
6. N 17°04'40" E, a distance of 164.70 feet to a calculated point for the northwest corner of the tract described herein, from which a ½-inch iron rod with a plastic cap stamped "BCG" found at a northwest corner of the said 324.250 acre tract, same being the southwest corner of a certain called 51.48 acre tract of land designated as Tract 2 and described in the Special Warranty Deed to Lennar Homes of Texas Land and Construction, Ltd. of record in Instrument No. 16029226, Official Public Records of Hays County, Texas bears N 17°04'40" E, a distance of 60.93 feet,

THENCE, crossing the said 324.250 acre tract, with the north line of the tract described herein, the following nine (9) courses and distances:

1. S 50°45'44" E, a distance of 542.64 feet to a calculated angle point,
2. S 47°15'44" E, a distance of 1,098.12 feet to a calculated angle point,
3. N 36°18'47" E, a distance of 176.56 feet to a calculated point-of-curvature,
4. with the arc of a curve to the right, having a radius of 845.91 feet, an arc distance of 574.78 feet, and a chord which bears N 55°46'52" E, a distance of 563.79 feet to a calculated point-of-tangency,
5. N 75°24'38" E, a distance of 42.57 feet to a calculated point-of-curvature,
6. with the arc of a curve to the left, having a radius of 53.13 feet, an arc distance of 35.26 feet, and a chord which bears N 53°33'30" E, a distance of 34.62 feet to a calculated point of reverse curvature,
7. with the arc of a curve to the right, having a radius of 73.50 feet, an arc distance of 112.13 feet, and a chord which bears N 75°24'42" E, a distance of 101.57 feet to a calculated point of reverse curvature,

- 8. with the arc of a curve to the left, having a radius of 46.50 feet, an arc distance of 35.47 feet, and a chord which bears S 82°44'11" E, a distance of 34.62 feet to a calculated point-of-tangency, and
- 9. N 75°24'38" E, a distance of 530.10 feet to a calculated point in the west line of Lot 2, Plum Creek Phase II, Uptown North Subdivision, a subdivision according to the map or plat recorded in Instrument No. 19044530, Official Public Records of Hays County, Texas, in an east line of the said 324.250 acre tract, for the northeast corner of the tract described herein, from which a ½-inch iron rod with a plastic cap stamped "BCG" found at a point-of-curvature in an east line of the said 324.250 acre tract and the west line of said Lot 2, Plum Creek Phase II, Uptown North Subdivision bears N 21°33'07" W, a distance of 412.42 feet;

THENCE, with an east line of the said 324.250 acre tract, with the west line of the said Plum Creek Phase II, Uptown North Subdivision, with the east line of the tract described herein, the following two (2) courses and distances:

- 1. S 21°33'07" E, a distance of 978.97 feet to a ½-inch iron rod with a plastic cap stamped "BCG" found at a point-of-curvature, and
- 2. with the arc of a curve to the right, having a radius of 2,264.79 feet, at an arc distance of 153.53 feet, passing a ½-inch iron rod with a plastic cap stamped "BCG" found at the southwest corner of Lot 1, said Plum Creek Phase II, Uptown North Subdivision, and continuing for a total arc distance of 915.52 feet, and a chord which bears S 09°58'06" E, a distance of 909.30 feet to a ½-inch iron rod with a plastic cap stamped "BCG" found at the easterly southeast corner of the said 324.250 acre tract, same being the northeast corner of the said 2.581 acre tract, for a point-of-tangency of the tract described herein;

THENCE S 03°43'02" W, with the east line of the said 2.581 acre tract, continuing with the east line of the tract described herein, a distance of 476.72 feet to the **POINT OF BEGINNING** and containing 164.403 acres of land, more or less

BEARING BASIS: Texas Coordinate System, South Central Zone, NAD83, Grid.

THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF TRAVIS

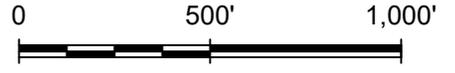
That I, Ernesto Navarrete, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the parcel of land described herein is based upon a survey performed upon the ground under my direct supervision during the months of January, May, August, and October 2019 and March and April 2021.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, this 28th day of June 2021 A.D.

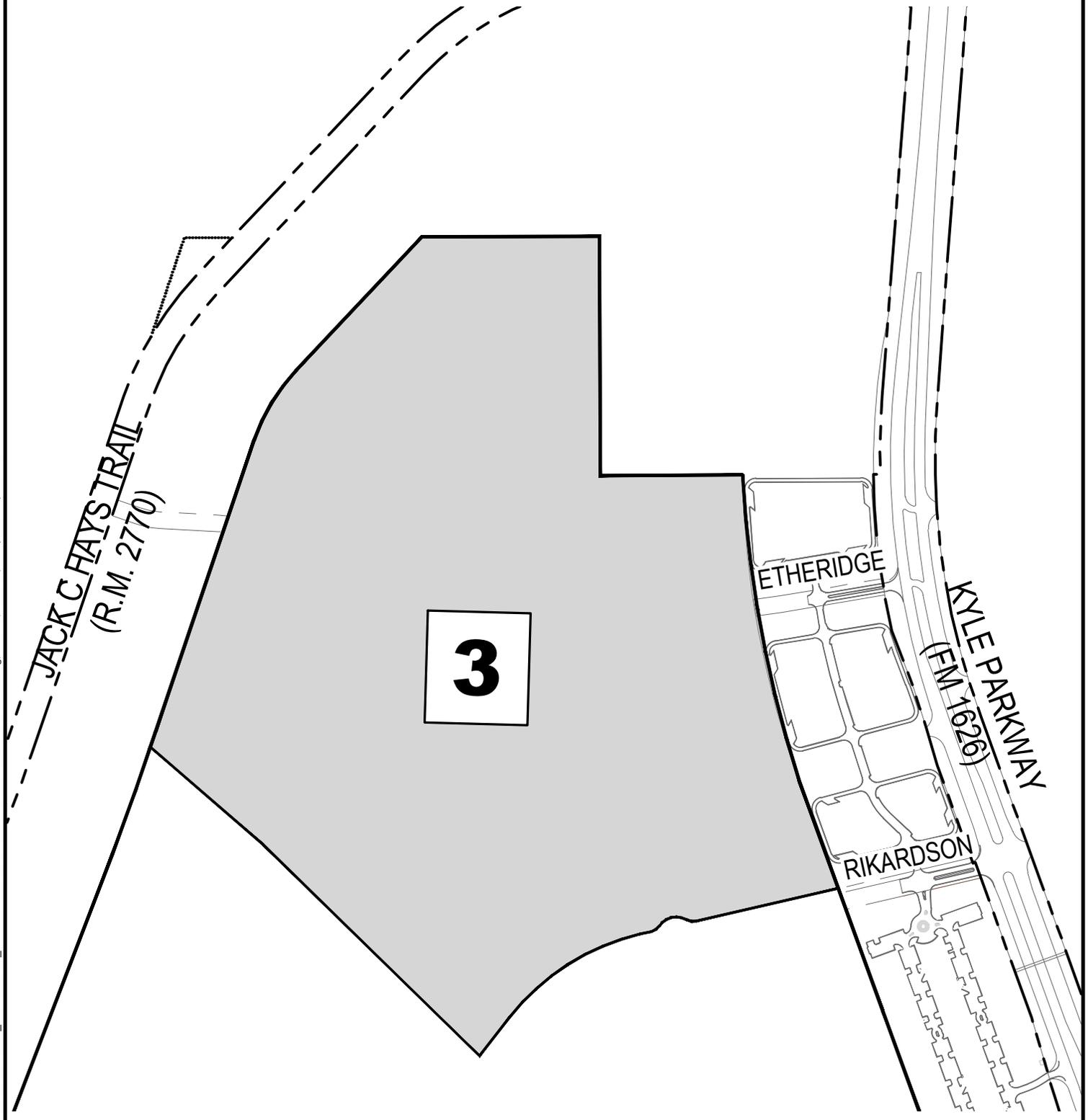
LANDDEV CONSULTING, LLC
5508 Highway 290 West, Suite 150
Austin, Texas 78735


Ernesto Navarrete
Registered Professional Land Surveyor
No. 6642 – State of Texas





SCALE: 1" = 500'



P:\Lemman\LE15001_Plum Creek\03_ACAD\Exhibits\IPID Exhibits\OVERALL NEIGHBORHOODS.dwg, AREA 3, June 25, 2021, 3:58 PM, kschmidt

PLUM CREEK PHASE 2

NEIGHBORHOOD IMPROVEMENT AREA 1

KYLE, HAYS COUNTY, TEXAS

JUNE, 2021



TBPE NO: 16384 · TBPLS NO: 10194101
5508 HIGHWAY 290 WEST, SUITE 150
AUSTIN, TX 78735 512.872.6696
LDCTEAMS.COM

FIELD NOTES DESCRIPTION

DESCRIPTION OF 101.701 ACRES OF LAND IN THE M.M. McCARVER LEAGUE NO. 4, ABSTRACT NO. 10, HAYS COUNTY, TEXAS; BEING A PORTION OF A CERTAIN CALLED 324.250 ACRE TRACT OF LAND DESIGNATED AS TRACT 1 AND ALL OF A CERTAIN CALLED 51.48 ACRE TRACT OF LAND DESIGNATED AS TRACT 2, BOTH TRACTS DESCRIBED IN THE SPECIAL WARRANTY DEED WITH VENDOR'S LIEN TO LENNAR HOMES OF TEXAS LAND AND CONSTRUCTION, LTD. OF RECORD IN INSTRUMENT NO. 16029226, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS; SAID 101.701 ACRES OF LAND, AS SURVEYED BY LANDDEV CONSULTING, LLC, AND SHOWN ON THE ACCOMPANYING SKETCH, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a ½-inch iron rod with a plastic cap stamped "BCG" found in a south line of a certain tract of land described in the deed to Texas-Lehigh Cement Company of record in Volume 609, Page 843, Real Property Records of Hays County, Texas, at the northwest corner of the said 51.48 acre tract, for the northwest corner and **POINT OF BEGINNING** of the tract described herein;

THENCE N 88°07'20" E, with the north line of the said 51.48 acre tract and the south line of the said Texas-Lehigh Cement Company Tract, with a north line of the tract described herein, a distance of 645.49 feet to a ½-inch iron rod with a plastic cap stamped "BCG" found at the northeast corner of the said 51.48 acre tract, same being a re-entrant corner of the said Texas-Lehigh Cement Company Tract, for the most northerly northeast corner of the tract described herein;

THENCE S 01°48'52" E, with the east line of the said 51.48 acre tract and a west line of the said Texas-Lehigh Cement Company Tract, a distance of 870.21 feet to a ½-inch iron rod found at an angle point in the east line of the said 51.48 acre tract, at the most northerly northwest corner of the said 324.250 acre tract, same being a southwest corner of the said Texas-Lehigh Cement Company Tract, for a re-entrant corner of the tract described herein;

THENCE N 88°08'29" E, leaving the east line of the said 51.48 acre tract, with a north line of the said 324.250 acre tract and a south line of the said Texas-Lehigh Cement Company Tract, with a north line of the tract described herein, a distance of 516.30 feet to a ½-inch iron rod with a plastic cap stamped "BCG" found at the northeast corner of the said 324.250 acre tract, same being the northwest corner of Lot 3, Plum Creek Phase II, Uptown North Subdivision, a subdivision according to the map or plat of record in Instrument No. 19044530, Official Public Records of Hay County, Texas, for the most easterly northeast corner of the tract described herein;

THENCE, leaving a south line of the said Texas-Lehigh Cement Company Tract, with an east line of the said 324.250 acre tract, with the west line of Plum Creek Phase II, Uptown North Subdivision, with an east line of the tract described herein, the following two (2) courses and distances:

1. with the arc of a curve to the left, having a radius of 3,464.79 feet, an arc distance of 1,139.23 feet, and a chord which bears S 12°07'32" E, a distance of 1,134.11 feet to a ½-inch iron rod with a plastic cap stamped "BCG" found at a point-of-tangency, and
2. S 21°33'07" E, a distance of 412.42 feet to a calculated point in the west line of Lot 2, said Plum Creek Phase II, Uptown North Subdivision, for the southeast corner of the tract described herein, from which a ½-inch iron rod with a plastic cap stamped "BCG" found at a point-of-curvature in an east line of the said 324.250 acre tract and in the west line of Lot 1, said Plum Creek Phase II, Uptown North Subdivision bears S 21°33'07" E, a distance of 978.97 feet;

THENCE, leaving the west line of Lot 2, said Plum Creek Phase II, Uptown North Subdivision, crossing the said 324.250 acre tract, with the south line of the tract described herein, the following nine (9) courses and distances:

1. S 75°24'38" W, a distance of 530.10 feet to a calculated point-of-curvature,
2. with the arc of a curve to the right, having a radius of 46.50 feet, an arc distance of 35.47 feet, and a chord which bears N 82°44'11" W, a distance of 34.62 feet to a calculated point of reverse curvature,
3. with the arc of a curve to the left, having a radius of 73.50 feet, an arc distance of 112.13 feet, and a chord which bears S 75°24'42" W, a distance of 101.57 feet to a calculated point of reverse curvature,

4. with the arc of a curve to the right, having a radius of 53.13 feet, an arc distance of 35.26 feet, and a chord which bears S 53°33'30" W, a distance of 34.62 feet to a calculated point-of-tangency,
5. S 75°24'38" W, a distance of 42.57 feet to a calculate point-of-curvature,
6. with the arc of a curve to the left, having a radius of 845.91 feet, an arc distance of 574.78 feet, and a chord which bears S 55°46'52" W, a distance of 563.79 feet to a calculated point-of-tangency,
7. S 36°18'47" W, a distance of 176.56 feet to a calculated angle point,
8. N 47°15'44" W, a distance of 1,098.12 feet to a calculated angle point, and
9. N 50°45'44" W, a distance of 542.64 feet to a calculated point in a west line of the said 324.250 acre tract, for the southwest corner of the tract described herein, from which a ½-inch iron rod with a plastic cap stamped "BCG" found at a point-of-curvature in a west line of the said 324.250 acre tract bears S 17°04'40" W, a distance of 164.70 feet;

THENCE N 17°04'40" E, with a west line of the said 324.250 acre tract, with the west line of the tract described herein, a distance of 60.93 feet to a ½-inch iron rod with a plastic cap stamped "BCG" found at the westerly northwest corner of the said 324.250 acre tract, same being the southwest corner of the said 51.48 acre tract, for an angle point in a west line of the tract described herein;

THENCE, with the west line of the said 51.48 acre tract, continuing with the west line of the tract described herein, the following three (3) courses and distances:

1. N 17°04'40" E, a distance of 1,116.29 feet to a ½-inch iron rod with a plastic cap stamped "BCG" found at a point of curvature,
2. with the arc of a curve to the right, having a radius of 695.92 feet, an arc distance of 299.48 feet, and a chord which bears N 29°24'45" E, a distance of 297.18 feet to a calculated point-of-tangency, and
3. N 41°39'41" E, a distance of 665.18 feet to the **POINT OF BEGINNING** and containing 101.701 acres of land, more or less.

BEARING BASIS: Texas Coordinate System, South Central Zone, NAD83, Grid.

THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF TRAVIS

That I, Ernesto Navarrete, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the parcel of land described herein is based upon a survey performed upon the ground under my direct supervision during the months of January, May, August, and October 2019 and March and April 2021.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, this 28th day of June 2021 A.D.

LANDDEV CONSULTING, LLC
5508 Highway 290 West, Suite 150
Austin, Texas 78735


Ernesto Navarrete
Registered Professional Land Surveyor
No. 6642 – State of Texas



PLUM CREEK NORTH PUBLIC IMPROVEMENT DISTRICT

**MAJOR IMPROVEMENT AREA LANDOWNER AGREEMENT
AND NOTICE OF MAJOR IMPROVEMENT AREA ASSESSMENTS**

between

THE CITY OF KYLE, TEXAS

and

LENNAR HOMES OF TEXAS LAND AND CONSTRUCTION, LTD.

Dated as of:

November 16, 2021

**MAJOR IMPROVEMENT AREA LANDOWNER AGREEMENT AND NOTICE OF
MAJOR IMPROVEMENT AREA ASSESSMENTS
(Plum Creek North Public Improvement District)**

This **MAJOR IMPROVEMENT AREA LANDOWNER AGREEMENT AND NOTICE OF MAJOR IMPROVEMENT AREA ASSESSMENTS** (the “**Agreement**”) is entered into among the CITY OF KYLE, TEXAS, a home-rule municipal corporation of the State of Texas (the “**City**”), and Lennar Homes of Texas Land and Construction, Ltd., a Texas limited partnership (the “**Landowner**”) (individually a “**Party**” or collectively the “**Parties**”). This Agreement shall be effective as of November 16, 2021.

RECITALS

WHEREAS, the Landowner, owns approximately 389.1 acres of land located in Kyle, Hays County, Texas which is more particularly described in “**Exhibit A**” attached hereto (the “**Land**”); and

WHEREAS, the Landowner owns all the land within the hereinafter defined Major Improvement Area, totaling approximately 266.104 acres; and

WHEREAS, on April 16, 2019, the City Council of the City (the “**City Council**”) passed and approved Resolution No. 1139 authorizing the creation of the Plum Creek North Public Improvement District (the “**District**”) pursuant to Chapter 372 of the Texas Local Government Code (the “**PID Act**”), with the boundaries of such District being coterminous with the boundaries of the Land; and

WHEREAS, development of the District is anticipated to progress in phases, with the District being divided, for development planning purposes, into three distinct improvement areas consisting of the “**Improvement Area #1**”, “**Improvement Area #2**”, and “**Improvement Area #3**” (each an “**Improvement Area**” and Improvement Area #2 and Improvement Area #3 being the “**Major Improvement Area**”), with the boundaries of Improvement Area #1 being depicted on “**Exhibit A-1**” and the boundaries of the Major Improvement Area being depicted on “**Exhibit A-2**”; and

WHEREAS, Landowner and the City entered into that certain Plum Creek North Public Improvement District Financing and Reimbursement Agreement on even date herewith (as such agreement may be amended from time to time as provided therein, the “**PID Financing Agreement**”), relating to, among other matters, the construction of the “**Authorized Improvements**” as defined therein, the levy of assessments within the Land, the reimbursement of the Landowner for the costs of the Authorized Improvements and the issuance of revenue bonds secured by such assessments (“**PID Bonds**”);

WHEREAS, certain Authorized Improvements will confer benefit only to property within the Major Improvement Area (the “**Major Improvement Area Improvements**”); and

WHEREAS, on even date herewith, the City Council passed and approved Ordinance No. _____ (the “**Assessment Ordinance**”) that, among other things, approved the Service and Assessment Plan that identified the amount of certain assessments on parcels within the District, including the amount of those certain assessments on the property within the Major Improvement Area corresponding to the benefit thereon attributable to one or more of the Major Improvement Area Improvements (the “**Major Improvement Area Assessments**”), and established the dates upon which interest on the Major Improvement Area Assessments will begin to accrue and upon which collection of the Major Improvement Area Assessments will begin; and

WHEREAS, in addition to approving the Service and Assessment Plan, the Assessment Ordinance levied the Major Improvement Area Assessments against certain parcels within the boundaries of the Major Improvement Area to finance the Major Improvement Area Improvements in accordance with the Service and Assessment Plan; and

WHEREAS, the Service and Assessment Plan includes an “**Assessment Roll**” setting forth, among other things, the amount of the Major Improvement Area Assessment for each parcel subject to a Major Improvement Area Assessment (an “**Major Improvement Area Assessed Property**”), including the amount of the “**Annual Installment**” (as that term is defined in the Service and Assessment Plan, but only with respect to the Major Improvement Area Assessments) for each Major Improvement Area Assessment paid in installments.

NOW THEREFORE, for and in consideration of the mutual promises, covenants, obligations, and benefits hereinafter set forth, the Parties agree as follows:

ARTICLE I
APPROVAL OF AGREEMENTS

The matters set forth in the recitals of this Agreement are true and correct and are incorporated in this Agreement as official findings of the City Council.

ARTICLE II
AGREEMENT OF LANDOWNER

- A. Landowner ratifies, confirms, accepts, agrees to, and approves:
- (i) the creation of the District, the boundaries of the District, and the boundaries of the Major Improvement Area Assessed Property;
 - (ii) the location and construction of the Major Improvement Area Improvements;
 - (iii) the determinations and findings of special benefit to the Major Improvement Area Assessed Property made by the City Council in the Assessment Ordinance and Service and Assessment Plan; and
 - (iv) the Assessment Ordinance and the Service and Assessment Plan.

B. Landowner consents, acknowledges, accepts, and agrees:

(i) to the Major Improvement Area Assessments to be levied against the applicable Major Improvement Area Assessed Property as shown on the Assessment Roll, as the Assessment Roll may be amended from time to time;

(ii) that the Major Improvement Area Improvements and administration and operation of the District confer a special benefit on the Major Improvement Area Assessed Property in an amount that exceeds the Major Improvement Area Assessments against the Major Improvement Area Assessed Property as shown on the Assessment Roll;

(iii) that the Major Improvement Area Assessments against the Major Improvement Area Assessed Property are final, conclusive, and binding upon the Landowner and its successors and assigns;

(iv) to pay the Major Improvement Area Assessments and Annual Installments against the Major Improvement Area Assessed Property when due and in the amounts stated in the Assessment Ordinance, Service and Assessment Plan, and Assessment Roll;

(v) that each Major Improvement Area Assessment or reassessment against the Major Improvement Area Assessed Property, with interest, the expense of collection, and reasonable attorney's fees, if incurred, is a first and prior lien against the Major Improvement Area Assessed Property, superior to all other liens and monetary claims except liens or monetary claims for state, county, school district, or municipal ad valorem taxes, and is a personal liability of and charge against the owner of the Major Improvement Area Assessed Property regardless of whether the owner is named;

(vi) that the Major Improvement Area Assessment liens on the Major Improvement Area Assessed Property are liens and covenants that run with the land and are effective from the date of the Assessment Ordinance and continue until the Major Improvement Area Assessments are paid in full and may be enforced by the governing body of the City in the same manner that ad valorem tax liens against real property may be enforced;

(vii) that delinquent installments of the Major Improvement Area Assessments against the Major Improvement Area Assessed Property shall incur and accrue interest, penalties, and attorney's fees as provided in the PID Act;

(viii) that the owner of a Major Improvement Area Assessed Property may pay at any time the entire Assessment against the Major Improvement Area Assessed Property, with interest that has accrued on the Assessment to the date of such payment, however, prior to the approval of a final subdivision plat, the City, or its designated third party administrator of the District, shall certify that the final plat will not cause the Assessment for any lot type to exceed the Maximum Assessment, as defined in the Service and Assessment Plan. If the subdivision of any Assessed Property by a final subdivision plat causes the Assessment per lot for any lot type to exceed the applicable Maximum Assessment for such lot type, the landowner shall partially prepay the Assessment for each Assessed Property that exceeds the applicable Maximum Assessment for such lot type in

an amount sufficient to reduce the Assessment to the applicable Maximum Assessment for such lot type. The City's approval of a final subdivision plat without payment of such amounts does not eliminate the obligation of the person or entity filing the plat to pay such Assessments.

(ix) that Annual Installments may be adjusted, decreased, and extended and that owners of the Major Improvement Area Assessed Property shall be obligated to pay such Annual Installments as adjusted, decreased, or extended, when due and without the necessity of further action, assessments, or reassessments by the City Council;

(x) that the Landowner has received all notices required by State law (including, but not limited to the PID Act) in connection with the creation of the District on April 16, 2019 and the adoption and approval by the City Council of the Assessment Ordinance, the Service and Assessment Plan, and the Assessment Roll on November 16, 2021, including the notice required pursuant to Section 372.016 of the PID Act, and to the extent there was any irregularity, omission, or other issue regarding such notices, the Landowner hereby waives any such irregularity, omission, or other issue regarding such notices; and

(xi) that this Agreement may be recorded in the Official Public Records of Hays County (the contents of which shall be consistent with the Assessment Ordinance, the Service and Assessment Plan, and this Agreement) and shall evidence the lien and encumbrance created upon the Landowner's Major Improvement Area Assessed Property by the Assessment Ordinance.

C. Landowner hereby waives:

(i) any and all defects, irregularities, illegalities or deficiencies in the proceedings creating and establishing the District, defining the Major Improvement Area Assessed Property, adopting the Assessment Ordinance, Service and Assessment Plan, and Assessment Roll, levying of the Major Improvement Area Assessments, and determining the amount of the Annual Installments of the Major Improvement Area Assessments;

(ii) any and all notices and time periods provided by the PID Act including, but not limited to, notice of the establishment of the District and notice of public hearings regarding the approval of the Assessment Ordinance, Service and Assessment Plan, and Assessment Roll and regarding the levying of the Major Improvement Area Assessments and determining the amount of the Annual Installments of the Major Improvement Area Assessments;

(iii) any and all actions and defenses against the adoption or amendment of the Assessment Ordinance, Service and Assessment Plan, and Assessment Roll;

(iv) any and all actions and defenses against the City's finding of "special benefit" pursuant to the PID Act and as set forth in the Service and Assessment Plan and the levying of the Major Improvement Area Assessments and determining the amount of the Annual Installment of the Major Improvement Area Assessments;

(v) any right to object to the legality of the Assessment Ordinance, Service and Assessment Plan, Assessment Roll, or the Major Improvement Area Assessments or to any proceedings connected therewith; and

(vi) any and all actions relating to the recordation or filing of the Service and Assessment Plan and any statutory notices required under Section 5.014 of the Texas Property Code.

D. The Landowner hereby agrees to comply with the requirements of Section 5.014 of the Texas Property Code requiring notice be provided to the purchaser or recipient of real property located in a public improvement district.

ARTICLE II SPECIAL COVENANTS AND WARRANTIES OF LANDOWNER

A. Landowner represents and warrants to the City as follows:

(i) Landowner is duly organized, validly existing and, as applicable, in good standing under the laws of the state of its organization and has the full right, power and authority to enter into this Agreement, and to perform all the obligations required to be performed by Landowner hereunder.

(ii) This Agreement has been duly and validly executed and delivered by, and on behalf of, Landowner and, assuming the due authorization, execution and delivery thereof by and on behalf of the City and the Landowner constitutes a valid, binding and enforceable obligation of such party enforceable in accordance with its terms. This representation and warranty is qualified to the extent the enforceability of this Agreement may be limited by applicable bankruptcy, insolvency, moratorium, reorganization or other similar laws of general application affecting the rights of creditors in general.

(iii) Neither the execution and delivery hereof, nor the taking of any actions contemplated hereby, will conflict with or result in a breach of any of the provisions of, or constitute a default, event of default or event creating a right of acceleration, termination or cancellation of any obligation under, any instrument, note, mortgage, contract, judgment, order, award, decree or other agreement or restriction to which Landowner is a party, or by which Landowner or Landowner's Assessed Property is otherwise bound.

(iv) Landowner is the sole owner of each Assessed Property shown on Exhibit A to this Agreement.

(v) No Assessed Property owned by Landowner is subject to, or encumbered by, any covenant, lien, encumbrance or agreement which would prohibit (i) the creation of the District, (ii) the levy of the Assessments, or (iii) the construction of the Authorized Improvements on those portions of the Property which are to be owned by the City, as generally described on the current plats of the Property (or, if subject to any such prohibition, the approval or consent of all necessary parties thereto has been obtained).

B. Landowner covenants and agrees to execute any and all documents necessary, appropriate or incidental to the purposes of this Agreement, as long as such documents are

consistent with this Agreement and do not create additional liability of any type to, or reduce the rights of, such Landowner by virtue of execution thereof.

C. Waiver of Claims Concerning Authorized Improvements. The Landowner, with full knowledge of the provisions, and the rights thereof pursuant to such provisions, of applicable law, waives any claims against the City and its successors, assigns and agents, pertaining to the installation of the Authorized Improvements.

ARTICLE II **MISCELLANEOUS**

A. Notices. Any notice or other communication (a “**Notice**”) required or contemplated by this Agreement shall be given at the addresses set forth below. Notices as to one or more Major Improvement Area Assessed Property shall only be given to the Landowner that owns the applicable Major Improvement Area Assessed Property. Notices shall be in writing and shall be deemed given: (i) five business days after being deposited in the United States Mail, Registered or Certified Mail, Return Receipt Requested; or (ii) when delivered by a nationally recognized private delivery service (e.g., FedEx or UPS) with evidence of delivery signed by any person at the delivery address. Each Party may change its address by written notice to the other Parties in accordance with this section.

If to Landowner:

Lennar Homes of Texas Land and Construction, Ltd.
Attn: Chase Kohlhoff
12401 Research Blvd, Building 1 Ste. 300
Austin, Texas 78759
Email: Chase.Kohlhoff@Lennar.com

With a copy to:

Metcalfe Wolff Stuart & Williams, LLP
Attn: Steve Metcalfe
221 West 6th Street, Suite 1300
Austin, Texas 78701
E-Mail: SMetcalfe@mwswtexas.com

If to City:

City of Kyle
Attn: City Manager
100 West Center Street
P.O. Box 40
Kyle, Texas 78640
Email: SSellers@cityofkyle.com

With a copy to:
The Knight Law Firm, LLP
Attn: Paige Saenz, City Attorney
223 W. Anderson Suite A-105
Austin, Texas 78752
Email: Paige@cityattorneytexas.com

B. Parties in Interest. In the event of the sale or transfer of a Major Improvement Area Assessed Property or any portion thereof, the purchaser or transferee shall be deemed to have assumed the obligations of the Landowner with respect to such Major Improvement Area Assessed Property or such portion thereof, and the seller or transferor shall be released with respect to such Major Improvement Area Assessed Property or portion thereof. Notwithstanding the foregoing, the holders of Major Improvement Area PID Bonds are express beneficiaries of this Agreement and shall be entitled to pursue any and all remedies at law or in equity to enforce the obligations of the Parties, subject to the limitations set forth in the Indenture.

C. Amendments. This Agreement may be amended only by a written instrument executed by all the Parties. No termination or amendment shall be effective until a written instrument setting forth the terms thereof has been executed by the then-current owners of the Land and recorded in the Official Public Records of Hays County, Texas.

D. Estoppels. Within ten days after written request from any Party, the other Parties shall provide a written certification indicating whether this Agreement remains in effect as to a Major Improvement Area Assessed Property and whether any Party is then in default hereunder.

E. Termination. This Agreement shall terminate as to each Major Improvement Area Assessed Property upon payment in full of the Major Improvement Area Assessment against the Major Improvement Area Assessed Property.

F. Form 1295. Section 2252.908 of the Texas Government Code requires that for certain types of contracts, you must fill out a conflict of interest form ("Disclosure of Interested Parties") at the time you submit your signed contract to the District. For further information please go to the Texas Ethics Commission website via the following link. https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm. Because the Landowner is a publicly traded entity, the Parties acknowledge that Section 2252.908 of the Texas Government Code is not applicable to the Owner.

G. Boycotts and Foreign Engagements.

(i) The Landowner 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 Agreement is a contract for goods or services, will not boycott Israel during the term of this Agreement. The foregoing verification is made solely to comply with Section 2271.002, Texas Government Code, and to the extent such Section does not contravene applicable State or 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 Landowner understands ‘affiliate’ to mean an entity that controls, is controlled by, or is under common control with the Landowner and exists to make a profit.

(ii) The Landowner represents that neither it nor any of its respective parent companies, 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, 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 solely to comply with Section 2252.152, Texas Government Code, and to the extent such Section does not contravene applicable Federal law and excludes the Landowner and its respective parent companies, 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 Landowner and the Consenting Parties each understands "affiliate" to mean any entity that controls, is controlled by, or is under common control with the Landowner and exists to make a profit.

(iii) The Landowner hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates do not boycott energy companies and, to the extent this Agreement is a contract for goods or services, will not boycott energy companies during the term of this Agreement. The foregoing verification is made solely to comply with Section 2274.002 (as added by Senate Bill 13 in the 87th Legislature, Regular Session), Texas Government Code and to the extent such Section does not contravene applicable Federal or Texas law. As used in the foregoing verification, “boycott energy companies,” a term defined in Section 2274.001(1), Texas Government Code (as enacted by such Senate Bill) by reference to Section 809.001, Texas Government Code (also as enacted by such Senate Bill), shall mean, without an ordinary business purpose, 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 with a company because the company (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by (A) above. The Landowner understands ‘affiliate’ to mean an entity

that controls, is controlled by, or is under common control with the Landowner within the meaning of SEC Rule 405, 17 C.F.R. § 230.405, and exists to make a profit.

(iv) The Landowner hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of this Agreement. The foregoing verification is made solely to comply with Section 2274.002 (as added by Senate Bill 19 in the 87th Texas Legislature, Regular Session), Texas Government Code and to the extent such Section does not contravene applicable Federal or Texas law.

As used in the foregoing verification and the following definitions,

(i) ‘discriminate against a firearm entity or firearm trade association,’ a term defined in Section 2274.001(3), Texas Government Code (as enacted by such Senate Bill), (A) means, with respect to the firearm entity or firearm trade association, to (i) refuse to engage in the trade of any goods or services with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association, (ii) refrain from continuing an existing business relationship with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association, or (iii) terminate an existing business relationship with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association and (B) does not include (i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories and (ii) a company’s refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship (aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency or (bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity’s or association’s status as a firearm entity or firearm trade association,

(ii) ‘firearm entity,’ a term defined in Section 2274.001(6), Texas Government Code (as enacted by such Senate Bill), means a manufacturer, distributor, wholesaler, supplier, or retailer of firearms (defined in Section 2274.001(4), Texas Government Code, as enacted by such Senate Bill, as weapons that expel projectiles by the action of explosive or expanding gases), firearm accessories (defined in Section 2274.001(5), Texas Government Code, as enacted by such Senate Bill, as devices specifically designed or adapted to enable an individual to wear, carry, store, or mount a firearm on the individual or on a conveyance and items used in conjunction with or mounted on a firearm that are not essential to the basic function of the firearm, including detachable firearm magazines), or ammunition (defined in Section 2274.001(1), Texas Government Code, as enacted by such Senate Bill, as a loaded cartridge case, primer, bullet, or propellant powder with or without a projectile) or a sport shooting range (defined in Section 250.001, Texas Local Government Code, as a business establishment, private club, or association that operates an area for the discharge or other use of firearms for silhouette, skeet, trap, black powder, target, self-defense, or similar recreational shooting),

(iii) ‘firearm trade association,’ a term defined in Section 2274.001(7), Texas Government Code (as enacted by such Senate Bill), means any person, corporation, unincorporated association, federation, business league, or business organization that (i) is not organized or operated for profit (and none of the net earnings of which inures to the benefit of any private shareholder or individual), (ii) has two or more firearm entities as members, and (iii) is exempt from federal income taxation under Section 501(a), Internal Revenue Code of 1986, as an organization described by Section 501(c) of that code, and

(iv) ‘affiliate’ means an entity that controls, is controlled by, or is under common control with the Landowner within the meaning of SEC Rule 405, 17 C.F.R. § 230.405, and exists to make a profit.

[SIGNATURE PAGES TO FOLLOW]

EXECUTED by the Parties on the dates stated below.

THE CITY OF KYLE, TEXAS

By: _____
Name: _____
Title: _____

STATE OF TEXAS

§

§

COUNTY OF HAYS

§

BEFORE ME, a Notary Public, on this day personally appeared _____, as _____ of the City of Kyle, a Texas home-rule municipal corporation, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed on behalf of that municipal corporation.

GIVEN UNDER MY HAND AND SEAL of office this ____ day of _____, 202_

(SEAL)

Notary Public, State of Texas

LANDOWNER:

**Lennar Homes of Texas Land and
Construction, Ltd.**
a Texas limited partnership

By: Lennar Texas Holding
Company
a Texas corporation
Its: General Partner

By: _____
Name: _____
Title: _____

STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me, the undersigned authority, this ____ day
of _____, 2021, by _____, as _____ of Lennar Texas Holding
Company, a Texas corporation, as general partner of Lennar Homes of Texas Land and
Construction, Ltd., a Texas limited partnership, on behalf of said entities.

[Seal]

Notary Public ☆ State of Texas

EXHIBIT A to MAJOR IMPROVEMENT AREA LANDOWNER AGREEMENT

Legal Description

FIELD NOTES DESCRIPTION

DESCRIPTION OF 329.46 ACRES OF LAND IN THE M.M. MCCARVER LEAGUE NUMBER 4, A-10, HAYS COUNTY, TEXAS; BEING A PORTION OF THE REMAINDER OF A CERTAIN 983.99 ACRE TRACT DESIGNATED AS TRACT 2 OF EXHIBIT "A" AND DESCRIBED IN THE DEED WITHOUT WARRANTY TO MOUNTAIN PLUM, LTD. OF RECORD IN VOLUME 2297, PAGE 139, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS; SAID 329.46 ACRES OF LAND AS SURVEYED BY BOWMAN CONSULTING GROUP, LTD. BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2-inch iron rod with a plastic cap stamped "LAI" previously set in the north right-of-way line of Kohler's Crossing (County Road 171), a variable width right-of-way, for the northwest corner of a certain called 1.171 acre tract designated as Parcel 3, Tract 1, and described in a deed to the City of Kyle, Texas, of record in Volume 3220, Page 508, Official Public Records of Hays County, Texas;

THENCE N 87° 01' 11" E, with the north right-of-way line of said Kohler's Crossing (County Road 171), with the north line of the said 1.171 acre tract, a distance of 765.77 feet to a 1/2-inch iron rod with a plastic cap stamped "BCG" set for the southerly southwest corner and **POINT OF BEGINNING** of the tract described herein;

THENCE leaving the north right-of-way line of said Kohler's Crossing (County Road 171), crossing the said 983.99 acre tract, with the west and south lines of the tract described herein, the following two (2) courses and distances:

1. N 12° 30' 54" E, a distance of 810.89 feet to a 1/2-inch iron rod with a plastic cap stamped "BCG" set for a re-entrant corner, and
2. S 88° 23' 03" W, a distance of 767.32 feet to a 1/2-inch iron rod with a plastic cap stamped "BCG" set in the curving east right-of-way line of R.M. 2770 (Old Austin-San Marcos Road), a variable width right-of-way, being the east line of a certain called 1.663 acre tract designated as Exhibit A, Parcel No. 1, and described in a deed to the State of Texas of record in Volume 1076, Page 205, Official Public Records of Hays County, Texas, for the westerly southwest corner of the tract described herein, from which a Texas Department of Transportation (TXDOT) Type 2 right-of-way marker found for a point of tangency in the east right-of-way line of said R.M. 2770 (Old Austin-San Marcos Road), and the east line of the said 1.663 acre tract bears with the arc of a curve to the right, having a radius of 2970.17, an arc distance of 4.01 feet, and a chord which bears S 15° 41' 07" W, a distance of 4.01 feet;

THENCE with the east right-of-way line of said R.M. 2770 (Old Austin-San Marcos Road) and the east line of the said 1.663 acre tract, with the west line of the tract described herein, the following three (3) courses and distances:

1. with the arc of a curve to the left, having a radius of 2970.17, an arc distance of 298.47 feet, and a chord which bears N 12° 46' 04" E, a distance of 298.34 feet to a Texas Department of Transportation (TXDOT) Type 2 right-of-way marker found for a point of tangency,
2. N 09° 53' 14" E, a distance of 1255.36 feet to a Texas Department of Transportation (TXDOT) Type 2 right-of-way marker found for a point of curvature, and
3. with the arc of a curve to the right, having a radius of 5659.58, an arc distance of 264.66 feet, and a chord which bears N 11° 13' 39" E, a distance of 264.64 feet to a Texas Department of Transportation (TXDOT) Type 2 right-of-way marker found

for a point of tangency in the east line of said R.M. 2770 (Old Austin-San Marcos Road) and the east line of the said 1.663 acre tract, for the westerly northwest corner of the tract described herein, from which a Texas Department of Transportation (TXDOT) Type 2 right-of-way marker found for a point of curvature in the east right-of-way line of said R.M. 2770 (Old Austin-San Marcos Road) and the east line of the said 1.663 acre tract bears N 12° 33' 31" E, a distance of 553.60 feet;

THENCE leaving the east right-of-way line of said R.M. 2770 (Old Austin-San Marcos Road) and the east line of the said 1.663 acre tract, crossing the said 983.99 acre tract, with the west and north lines of the tract described herein, the following nine (9) courses and distances:

1. S 77° 26' 29" E, a distance of 400.00 feet to a 1/2-inch iron rod with a plastic cap stamped "BCG" set for a re-entrant corner,
2. N 12° 33' 31" E, a distance of 553.60 feet to a 1/2-inch iron rod with a plastic cap stamped "BCG" set for a point of curvature,
3. with the arc of a curve to the right, having a radius of 2394.79 feet, an arc distance of 356.92 feet, and a chord which bears N 16° 50' 54" E, a distance of 356.59 feet to a 1/2-inch iron rod with a plastic cap stamped "BCG" set for an angle point,
4. N 08° 03' 05" E, a distance of 107.69 feet to a 1/2-inch iron rod with a plastic cap stamped "BCG" set for an angle point,
5. N 19° 21' 47" E, a distance of 1436.41 feet to a 1/2-inch iron rod with a plastic cap stamped "BCG" set for a point of curvature,
6. with the arc of a curve to the left, having a radius of 6179.58 feet, an arc distance of 246.28 feet, and a chord which bears N 18° 13' 04" E, a distance of 246.26 feet to a 1/2-inch iron rod with a plastic cap stamped "BCG" set for a point of tangency,
7. N 17° 04' 43" E, a distance of 225.64 feet to a 1/2-inch iron rod with a plastic cap stamped "BCG" set for a northwest corner of the tract described herein,
8. N 88° 07' 40" E, a distance of 1618.53 feet to a 1/2-inch iron rod with a plastic cap stamped "BCG" set for a re-entrant corner, and
9. N 01° 48' 26" W, a distance of 922.01 feet to a 1/2-inch iron rod found at a re-entrant corner in the north line of the said 983.99 acre tract, for the southerly southwest corner of a certain tract of land described in a deed to Texas-Lehigh Cement Company of record in Volume 609, Page 843, Real Property Records of Hays County, Texas, for the northerly northwest corner of the tract described herein, from which a 1/2-inch iron rod with a plastic cap stamped "BCG" set for the northerly northeast corner of the said 983.99 acre tract and for a re-entrant corner in the west line of the said Texas-Lehigh Cement Company tract bears N 01° 48' 26" W, a distance of 869.97 feet, and from said 1/2-inch iron rod with a plastic cap stamped "BCG" set, a 1/2-inch iron rod found in the north line of the said 983.99 acre tract and the south line of the said Texas-Lehigh Cement Company tract bears S 88° 07' 40" W, a distance of 22.55 feet;

THENCE N 88° 09' 34" E, with the north line of the said 983.99 acre tract and the south line of the said Texas-Lehigh Cement Company tract, with the north line of the tract described herein, a distance of 516.32 feet to a 1/2-inch iron rod with a plastic cap stamped "BCG" set for the northerly northeast corner of the tract described herein, from which a calculated point in the curving west right-of-way line of F.M. Highway 1626, being a certain called 28.91 acre tract described in a deed to the City of Kyle, Texas, of record in Volume

1871, Page 236, Official Public Records of Hays County, Texas bears N 88° 09' 34" E, a distance of 500.07 feet, and from said calculated point, a Texas Department of Transportation (TXDOT) Type 2 right-of-way marker found bears N 03° 01' 08" E, a distance of 0.55 feet;

THENCE leaving the south line of the said Texas-Lehigh Cement Company tract, crossing the said 983.99 acre tract, with the east and south lines of the tract described herein, the following eleven (11) courses and distances:

1. with the arc of a curve to the left, having a radius of 3464.79 feet, an arc distance of 1139.26 feet, and a chord which bears S 12° 07' 40" E, a distance of 1134.13 feet to a 1/2-inch iron rod with a plastic cap stamped "BCG" set for a point of tangency,
2. S 21° 32' 51" E, a distance of 1391.43 feet to a 1/2-inch iron rod with a plastic cap stamped "BCG" set for a point of curvature,
3. with the arc of a curve to the right, having a radius of 2264.79 feet, an arc distance of 915.45 feet, and a chord which bears S 09° 58' 04" E, a distance of 909.23 feet to a 1/2-inch iron rod with a plastic cap stamped "BCG" set for the easterly southeast corner of the tract described herein,
4. S 82° 22' 26" W, a distance of 1011.23 feet to a 1/2-inch iron rod with a plastic cap stamped "BCG" set for an angle point,
5. S 73° 20' 14" W, a distance of 713.33 feet to a 1/2-inch iron rod with a plastic cap stamped "BCG" set for a re-entrant corner,
6. S 12° 27' 56" W, a distance of 448.13 feet to a 1/2-inch iron rod with a plastic cap stamped "BCG" set for an angle point,
7. S 12° 33' 58" W, a distance of 413.82 feet to a 1/2-inch iron rod with a plastic cap stamped "BCG" set for an angle point,
8. S 20° 39' 46" W, a distance of 412.04 feet to a 1/2-inch iron rod with a plastic cap stamped "BCG" set for an angle point,
9. S 28° 43' 08" W, a distance of 349.81 feet to a 1/2-inch iron rod with a plastic cap stamped "BCG" set for an angle point,
10. S 33° 32' 22" W, a distance of 340.44 feet to a 1/2-inch iron rod with a plastic cap stamped "BCG" set for an angle point, and
11. S 00° 29' 00" E, a distance of 715.18 feet to a 1/2-inch iron rod with a plastic cap stamped "BCG" set in the north right-of-way line of said Kohler's Crossing (County Road 171) and the north line of the said 1.171 acre tract, for the southeast corner of the tract described herein, from which a 1/2-inch iron rod with a plastic cap stamped "BCG" set at an angle point in the north right-of-way line of said Kohler's Crossing (County Road 171) and the north line of the said 1.171 acre tract bears N 87° 19' 58" E, a distance of 27.10 feet;

THENCE with the north right-of-way line of said Kohler's Crossing (County Road 171), and the north line of the said 1.171 acre tract, with the south line of the tract described herein, the following eight (8) courses and distances:

1. S 87° 19' 58" W, a distance of 283.45 feet to a 1/2-inch iron rod with a plastic cap stamped "LAI" previously set for an angle point,

2. S 87° 12' 01" W, a distance of 37.39 feet to a 1/2-inch iron rod with a plastic cap stamped "LAI" previously set for an angle point,
3. N 02° 56' 00" W, a distance of 9.33 feet to a 1/2-inch iron rod with a plastic cap stamped "LAI" previously set for an angle point,
4. S 87° 04' 00" W, a distance of 150.00 feet to a 1/2-inch iron rod with a plastic cap stamped "LAI" previously set for an angle point;
5. S 02° 56' 00" E, a distance of 9.06 feet to a 1/2-inch iron rod with a plastic cap stamped "LAI" previously set for an angle point,
6. S 86° 58' 28" W, a distance of 450.68 feet to a 1/2-inch iron rod with a plastic cap stamped "BCG" set for an angle point;
7. S 86° 50' 31" W, a distance of 322.43 feet to a 1/2-inch iron rod with a plastic cap stamped "BCG" set for an angle point, and
8. S 87° 01' 11" W, a distance of 392.04 feet to the POINT OF BEGINNING and containing 329.46 acres of land, more or less.

BEARING BASIS: Texas Coordinate System, South Central Zone, NAD83, Grid.

BOWMAN WORD FILE: FN1626R2(en)

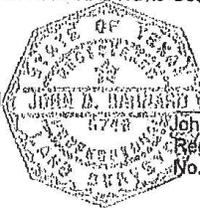
H:\Survey_FieldNotes\FN-1600s\FN1626R2(en).doc

THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS
COUNTY OF TRAVIS §

That I, John D. Barnard, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a series of surveys made on the ground during the months of July through October 2014, under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, on this 20th day of February 2015 A.D.

Bowman Consulting Group, Ltd.
Austin, Texas 78746



[Signature]
John D. Barnard
Registered Professional Land Surveyor
No. 5749 - State of Texas

FIELD NOTES DESCRIPTION

DESCRIPTION OF 51.48-ACRES OF LAND IN THE M.M. MCCARVER LEAGUE NUMBER 4, A-10, HAYS COUNTY, TEXAS; BEING A PORTION OF THE REMAINDER OF A CERTAIN 883.99 ACRE TRACT DESIGNATED AS TRACT 2 OF EXHIBIT "A" AND DESCRIBED IN THE DEED WITHOUT WARRANTY TO MOUNTAIN PLUM, LTD. OF RECORD IN VOLUME 2287, PAGE 139, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS; SAID 51.48 ACRES OF LAND AS SURVEYED BY BOWMAN CONSULTING GROUP, LTD. BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a calculated point in the east right-of-way line of R.M. 2770 (Old Austin-San Marcos Road), a variable width right-of-way, for the northwest corner of the said 883.99 acre tract and for the west corner of a certain tract of land described in a deed to Texas-Lehigh Cement Company of record in Volume 809, Page 843, Real Property Records of Hays County, Texas, from which a 1/2-inch iron rod found bears N 88°07'40" E, a distance of 0.90 feet;

THENCE N 88°07'40" E, leaving the east right-of-way line of said R.M. 2770 (Old Austin-San Marcos Road), with the north line of the said 883.99 acre tract and a south line of the said Texas-Lehigh Cement Company tract, a distance of 651.74 feet to a 1/2-inch iron rod with a plastic cap stamped "BCG" set for the northwest corner and POINT OF BEGINNING of the tract described herein;

THENCE N 88°07'40" E, continuing with north line of the said 883.99 acre tract and the south line of the said Texas-Lehigh Cement Company tract, with the north line of the tract described herein, at a distance of 622.93 feet, passing a 1/2-inch iron rod found, and continuing for a total distance of 845.48 feet to a 1/2-inch iron rod with a plastic cap stamped "BCG" set for the northerly northeast corner of the said 883.99 acre tract and for a re-entrant corner in the west line of the said Texas-Lehigh Cement Company tract, for the northeast corner of the tract described herein;

THENCE S 01°48'28" E, with the east line of the said 883.99 acre tract and the west line of the said Texas-Lehigh Cement Company tract, with the east line of the tract described herein, a distance of 869.97 feet to a 1/2-inch iron rod found at a re-entrant corner in the east line of the said 883.99 acre tract being the southwest corner of the said Texas-Lehigh Cement Company tract for a point-on-line in the east line of the tract described herein, from which a calculated point in the curving west right-of-way line of F.M. 1628, being a certain called 28.91 acre tract described in a deed to the City of Kyle, Texas, of record in Volume 1871, Page 236, Official Public Records of Hays County, Texas bears N 88°09'34" E, a distance of 1016.39 feet, and from said calculated point, a Texas Department of Transportation (TXDOT) Type 2 right-of-way marker found bears N 03°01'08" E, a distance of 0.55 feet;

THENCE crossing the said 883.99 acre tract, with the east, south, and west lines of the tract described herein, the following five (5) courses and distances:

1. S 01°48'28" E, a distance of 622.01 feet to a 1/2-inch iron rod with a plastic cap stamped "BCG" set for the southeast corner of the tract described herein,
2. S 88°07'40" W, a distance of 1618.53 feet to a 1/2-inch iron rod with a plastic cap stamped "BCG" set for the southwest corner of the tract described herein,
3. N 17°04'43" E a distance of 1110.23 feet to a 1/2-inch iron rod with a plastic cap stamped "BCG" set for a point of curvature,
4. with the arc of a curve to the right, having a radius of 696.92 feet, an arc distance of 299.41 feet, and a chord which bears N 29°24'58" E, a distance of 287.11 feet to a 1/2-inch iron rod with a plastic cap stamped "BCG" set for a point of tangency, and
5. N 41°39'39" E, a distance of 685.35 feet to the POINT OF BEGINNING and containing 51.48 acres of land, more or less.

61.48-Ac,
M.M. McCarver Sur. No. 4, A-10,
Hays County, Texas

Job No. 6549-01-001
FN1627(en)
Page 2 of 2

BEARING BASIS: Texas Coordinate System, South Central Zone, NAD83, Grid.

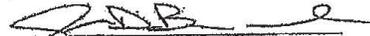
BOWMAN WORD FILE: FN1627(en)
H:\Survey\FieldNotes\FN-1600s\FN1627(en).doc

THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS
COUNTY OF TRAVIS §

That I, John D. Barnard, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a series of surveys made on the ground during the month of July 2014, under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, on this 31st day of July 2014 A.D.

Bowman Consulting Group, Ltd.
Austin, Texas 78746

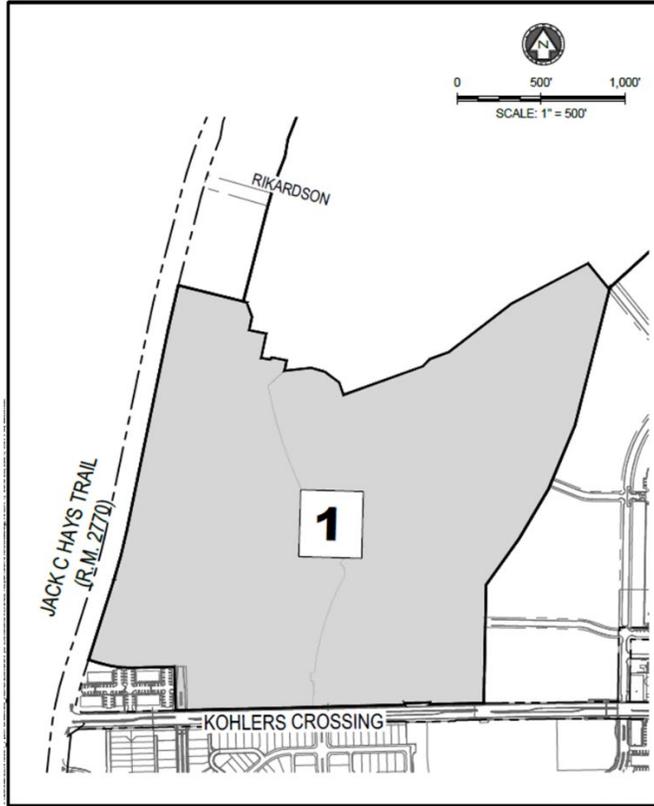


John D. Barnard
Registered Professional Land Surveyor
No. 5749 - State of Texas



EXHIBIT A-1

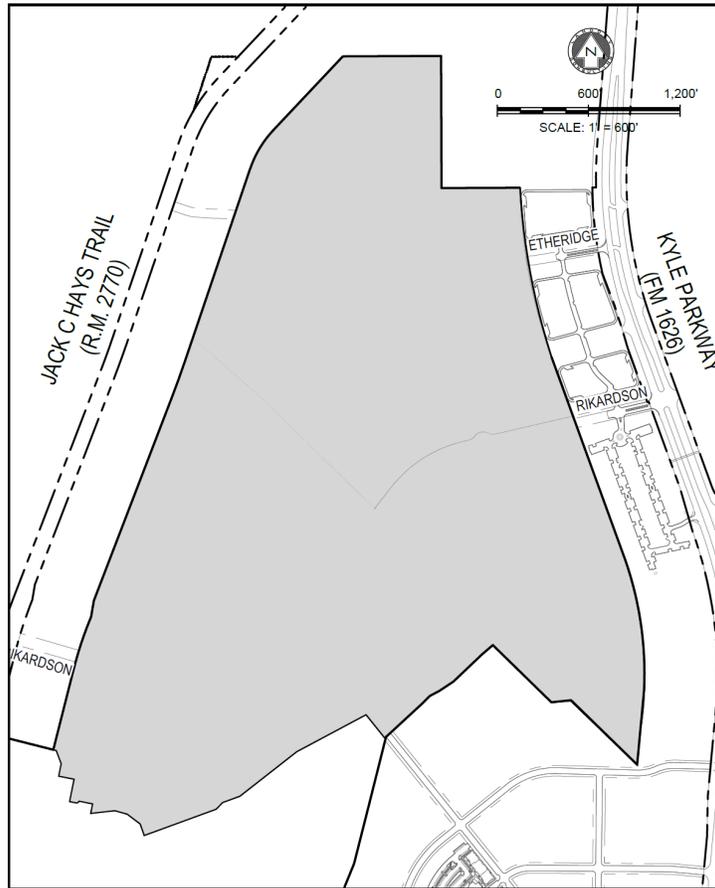
BOUNDARIES OF IMPROVEMENT AREA #1



PLUM CREEK PHASE 2
NEIGHBORHOOD IMPROVEMENT AREA 1
KYLE, HAYS COUNTY, TEXAS
JUNE, 2021



EXHIBIT A-2
BOUNDARIES OF MAJOR IMPROVEMENT AREA



PLUM CREEK NORTH PUBLIC IMPROVEMENT DISTRICT

**IMPROVEMENT AREA #1 LANDOWNER AGREEMENT
AND NOTICE OF IMPROVEMENT AREA #1 ASSESSMENTS**

between

THE CITY OF KYLE, TEXAS

and

LENNAR HOMES OF TEXAS LAND AND CONSTRUCTION, LTD.

Dated as of:

November 16, 2021

**IMPROVEMENT AREA #1 LANDOWNER AGREEMENT AND NOTICE OF
IMPROVEMENT AREA #1 ASSESSMENTS
(Plum Creek North Public Improvement District)**

This **IMPROVEMENT AREA #1 LANDOWNER AGREEMENT AND NOTICE OF IMPROVEMENT AREA #1 ASSESSMENTS** (the “**Agreement**”) is entered into among the CITY OF KYLE, TEXAS, a home-rule municipal corporation of the State of Texas (the “**City**”), and Lennar Homes of Texas Land and Construction, Ltd., a Texas limited partnership (the “**Landowner**”) (individually a “**Party**” or collectively the “**Parties**”). This Agreement shall be effective as of November 16, 2021.

RECITALS

WHEREAS, the Landowner, owns approximately 389.1 acres of land located in Kyle, Hays County, Texas which is more particularly described in “**Exhibit A**” attached hereto (the “**Land**”); and

WHEREAS, the Landowner owns all the land within the hereinafter defined Improvement Area #1, totaling approximately 123.086 acres; and

WHEREAS, on April 16, 2019, the City Council of the City (the “**City Council**”) passed and approved Resolution No. 1139 authorizing the creation of the Plum Creek North Public Improvement District (the “**District**”) pursuant to Chapter 372 of the Texas Local Government Code (the “**PID Act**”), with the boundaries of such District being coterminous with the boundaries of the Land; and

WHEREAS, development of the District is anticipated to progress in phases, with the District being divided, for development planning purposes, into three distinct improvement areas consisting of the “**Improvement Area #1**”, “**Improvement Area #2**”, and “**Improvement Area #3**” (each an “**Improvement Area**” and Improvement Area #2 and Improvement Area #3 being the “**Major Improvement Area**”), with the boundaries of Improvement Area #1 being depicted on “**Exhibit A-1**” and the boundaries of the Major Improvement Area being depicted on “**Exhibit A-2**”; and

WHEREAS, Landowner and the City entered into that certain Plum Creek North Public Improvement District Financing and Reimbursement Agreement on even date herewith (as such agreement may be amended from time to time as provided therein, the “**PID Financing Agreement**”), relating to, among other matters, the construction of the “**Authorized Improvements**” as defined therein, the levy of assessments within the Land, the reimbursement of the Landowner for the costs of the Authorized Improvements and the issuance of revenue bonds secured by such assessments (“**PID Bonds**”);

WHEREAS, certain Authorized Improvements will confer benefit only to property within Improvement Area #1 (the “**Improvement Area #1 Improvements**”); and

WHEREAS, on even date herewith, the City Council passed and approved Ordinance No. _____ (the “**Assessment Ordinance**”) that, among other things, approved the Service and Assessment Plan that identified the amount of certain assessments on parcels within the District, including the amount of those certain assessments on the property within Improvement Area #1 corresponding to the benefit thereon attributable to one or more of the Improvement Area #1 Improvements (the “**Improvement Area #1 Assessments**”), and established the dates upon which interest on Improvement Area #1 Assessments will begin to accrue and upon which collection of Improvement Area #1 Assessments will begin; and

WHEREAS, in addition to approving the Service and Assessment Plan, the Assessment Ordinance levied the Improvement Area #1 Assessments against certain parcels within the boundaries of Improvement Area #1 to finance the Improvement Area #1 Improvements in accordance with the Service and Assessment Plan; and

WHEREAS, the Service and Assessment Plan includes an “**Assessment Roll**” setting forth, among other things, the amount of the Improvement Area #1 Assessment for each parcel subject to an Improvement Area #1 Assessment (an “**Improvement Area #1 Assessed Property**”), including the amount of the “**Annual Installment**” (as that term is defined in the Service and Assessment Plan, but only with respect to Improvement Area #1 Assessments) for each Improvement Area #1 Assessment paid in installments.

NOW THEREFORE, for and in consideration of the mutual promises, covenants, obligations, and benefits hereinafter set forth, the Parties agree as follows:

ARTICLE I
APPROVAL OF AGREEMENTS

The matters set forth in the recitals of this Agreement are true and correct and are incorporated in this Agreement as official findings of the City Council.

ARTICLE II
AGREEMENT OF LANDOWNER

- A. Landowner ratifies, confirms, accepts, agrees to, and approves:
- (i) the creation of the District, the boundaries of the District, and the boundaries of the Improvement Area #1 Assessed Property;
 - (ii) the location and construction of the Improvement Area #1 Improvements;
 - (iii) the determinations and findings of special benefit to the Improvement Area #1 Assessed Property made by the City Council in the Assessment Ordinance and Service and Assessment Plan; and
 - (iv) the Assessment Ordinance and the Service and Assessment Plan.

B. Landowner consents, acknowledges, accepts, and agrees:

(i) to the Improvement Area #1 Assessments to be levied against the applicable Improvement Area #1 Assessed Property as shown on the Assessment Roll, as the Assessment Roll may be amended from time to time;

(ii) that the Improvement Area #1 Improvements and administration and operation of the District confer a special benefit on the Improvement Area #1 Assessed Property in an amount that exceeds the Improvement Area #1 Assessments against the Improvement Area #1 Assessed Property as shown on the Assessment Roll;

(iii) that the Improvement Area #1 Assessments against the Improvement Area #1 Assessed Property are final, conclusive, and binding upon the Landowner and its successors and assigns;

(iv) to pay the Improvement Area #1 Assessments and Annual Installments against the Improvement Area #1 Assessed Property when due and in the amounts stated in the Assessment Ordinance, Service and Assessment Plan, and Assessment Roll;

(v) that each Improvement Area #1 Assessment or reassessment against the Improvement Area #1 Assessed Property, with interest, the expense of collection, and reasonable attorney's fees, if incurred, is a first and prior lien against the Improvement Area #1 Assessed Property, superior to all other liens and monetary claims except liens or monetary claims for state, county, school district, or municipal ad valorem taxes, and is a personal liability of and charge against the owner of the Improvement Area #1 Assessed Property regardless of whether the owner is named;

(vi) that the Improvement Area #1 Assessment liens on the Improvement Area #1 Assessed Property are liens and covenants that run with the land and are effective from the date of the Assessment Ordinance and continue until the Improvement Area #1 Assessments are paid in full and may be enforced by the governing body of the City in the same manner that ad valorem tax liens against real property may be enforced;

(vii) that delinquent installments of Improvement Area #1 Assessments against the Improvement Area #1 Assessed Property shall incur and accrue interest, penalties, and attorney's fees as provided in the PID Act;

(viii) that the owner of an Improvement Area #1 Assessed Property may pay at any time the entire Assessment against the Improvement Area #1 Assessed Property, with interest that has accrued on the Assessment to the date of such payment, however, prior to the approval of a final subdivision plat, the City, or its designated third party administrator of the District, shall certify that the final plat will not cause the Assessment for any lot type to exceed the Maximum Assessment, as defined in the Service and Assessment Plan. If the subdivision of any Assessed Property by a final subdivision plat causes the Assessment per lot for any lot type to exceed the applicable Maximum Assessment for such lot type, the landowner shall partially prepay the Assessment for each Assessed Property that exceeds the applicable Maximum Assessment for such lot type in an amount sufficient to reduce the Assessment to the applicable Maximum Assessment for such lot type. The

City's approval of a final subdivision plat without payment of such amounts does not eliminate the obligation of the person or entity filing the plat to pay such Assessments.

(ix) that Annual Installments may be adjusted, decreased, and extended and that owners of the Improvement Area #1 Assessed Property shall be obligated to pay such Annual Installments as adjusted, decreased, or extended, when due and without the necessity of further action, assessments, or reassessments by the City Council;

(x) that the Landowner has received all notices required by State law (including, but not limited to the PID Act) in connection with the creation of the District on April 16, 2019 and the adoption and approval by the City Council of the Assessment Ordinance, the Service and Assessment Plan, and the Assessment Roll on November 16, 2021, including the notice required pursuant to Section 372.016 of the PID Act, and to the extent there was any irregularity, omission, or other issue regarding such notices, the Landowner hereby waives any such irregularity, omission, or other issue regarding such notices; and

(xi) that this Agreement may be recorded in the Official Public Records of Hays County (the contents of which shall be consistent with the Assessment Ordinance, the Service and Assessment Plan, and this Agreement) and shall evidence the lien and encumbrance created upon the Landowner's Improvement Area #1 Assessed Property by the Assessment Ordinance.

C. Landowner hereby waives:

(i) any and all defects, irregularities, illegalities or deficiencies in the proceedings creating and establishing the District, defining the Improvement Area #1 Assessed Property, adopting the Assessment Ordinance, Service and Assessment Plan, and Assessment Roll, levying of the Improvement Area #1 Assessments, and determining the amount of the Annual Installments of the Improvement Area #1 Assessments;

(ii) any and all notices and time periods provided by the PID Act including, but not limited to, notice of the establishment of the District and notice of public hearings regarding the approval of the Assessment Ordinance, Service and Assessment Plan, and Assessment Roll and regarding the levying of the Improvement Area #1 Assessments and determining the amount of the Annual Installments of the Improvement Area #1 Assessments;

(iii) any and all actions and defenses against the adoption or amendment of the Assessment Ordinance, Service and Assessment Plan, and Assessment Roll;

(iv) any and all actions and defenses against the City's finding of "special benefit" pursuant to the PID Act and as set forth in the Service and Assessment Plan and the levying of the Improvement Area #1 Assessments and determining the amount of the Annual Installment of the Improvement Area #1 Assessments;

(v) any right to object to the legality of the Assessment Ordinance, Service and Assessment Plan, Assessment Roll, or Improvement Area #1 Assessments or to any proceedings connected therewith; and

(vi) any and all actions relating to the recordation or filing of the Service and Assessment Plan and any statutory notices required under Section 5.014 of the Texas Property Code.

D. The Landowner hereby agrees to comply with the requirements of Section 5.014 of the Texas Property requiring notice be provided to the purchaser or recipient of real property located in a public improvement district.

ARTICLE II SPECIAL COVENANTS AND WARRANTIES OF LANDOWNER

A. Landowner represents and warrants to the City as follows:

(i) Landowner is duly organized, validly existing and, as applicable, in good standing under the laws of the state of its organization and has the full right, power and authority to enter into this Agreement, and to perform all the obligations required to be performed by Landowner hereunder.

(ii) This Agreement has been duly and validly executed and delivered by, and on behalf of, Landowner and, assuming the due authorization, execution and delivery thereof by and on behalf of the City and the Landowner constitutes a valid, binding and enforceable obligation of such party enforceable in accordance with its terms. This representation and warranty is qualified to the extent the enforceability of this Agreement may be limited by applicable bankruptcy, insolvency, moratorium, reorganization or other similar laws of general application affecting the rights of creditors in general.

(iii) Neither the execution and delivery hereof, nor the taking of any actions contemplated hereby, will conflict with or result in a breach of any of the provisions of, or constitute a default, event of default or event creating a right of acceleration, termination or cancellation of any obligation under, any instrument, note, mortgage, contract, judgment, order, award, decree or other agreement or restriction to which Landowner is a party, or by which Landowner or Landowner's Assessed Property is otherwise bound.

(iv) Landowner is the sole owner of each Assessed Property shown on Exhibit A to this Agreement.

(v) No Assessed Property owned by Landowner is subject to, or encumbered by, any covenant, lien, encumbrance or agreement which would prohibit (i) the creation of the District, (ii) the levy of the Assessments, or (iii) the construction of the Authorized Improvements on those portions of the Property which are to be owned by the City, as generally described on the current plats of the Property (or, if subject to any such prohibition, the approval or consent of all necessary parties thereto has been obtained).

B. Landowner covenants and agrees to execute any and all documents necessary, appropriate or incidental to the purposes of this Agreement, as long as such documents are

consistent with this Agreement and do not create additional liability of any type to, or reduce the rights of, such Landowner by virtue of execution thereof.

C. Waiver of Claims Concerning Authorized Improvements. The Landowner, with full knowledge of the provisions, and the rights thereof pursuant to such provisions, of applicable law, waives any claims against the City and its successors, assigns and agents, pertaining to the installation of the Authorized Improvements.

ARTICLE II MISCELLANEOUS

A. Notices. Any notice or other communication (a “**Notice**”) required or contemplated by this Agreement shall be given at the addresses set forth below. Notices as to one or more Improvement Area #1 Assessed Property shall only be given to the Landowner that owns the applicable Improvement Area #1 Assessed Property. Notices shall be in writing and shall be deemed given: (i) five business days after being deposited in the United States Mail, Registered or Certified Mail, Return Receipt Requested; or (ii) when delivered by a nationally recognized private delivery service (e.g., FedEx or UPS) with evidence of delivery signed by any person at the delivery address. Each Party may change its address by written notice to the other Parties in accordance with this section.

If to Landowner:

Lennar Homes of Texas Land and Construction, Ltd.
Attn: Chase Kohlhoff
12401 Research Blvd, Building 1 Ste. 300
Austin, Texas 78759
Email: Chase.Kohlhoff@Lennar.com

With a copy to:

Metcalf Wolff Stuart & Williams, LLP
Attn: Steve Metcalfe
221 West 6th Street, Suite 1300
Austin, Texas 78701
E-Mail: SMetcalf@mwswtexas.com

If to City:

City of Kyle
Attn: City Manager
100 West Center Street
P.O. Box 40
Kyle, Texas 78640
Email: SSellers@cityofkyle.com

With a copy to:
The Knight Law Firm, LLP
Attn: Paige Saenz, City Attorney
223 W. Anderson Suite A-105
Austin, Texas 78752
Email: Paige@cityattorneytexas.com

B. Parties in Interest. In the event of the sale or transfer of an Improvement Area #1 Assessed Property or any portion thereof, the purchaser or transferee shall be deemed to have assumed the obligations of the Landowner with respect to such Improvement Area #1 Assessed Property or such portion thereof, and the seller or transferor shall be released with respect to such Improvement Area #1 Assessed Property or portion thereof. Notwithstanding the foregoing, the holders of Improvement Area #1 PID Bonds are express beneficiaries of this Agreement and shall be entitled to pursue any and all remedies at law or in equity to enforce the obligations of the Parties, subject to the limitations set forth in the Indenture.

C. Amendments. This Agreement may be amended only by a written instrument executed by all the Parties. No termination or amendment shall be effective until a written instrument setting forth the terms thereof has been executed by the then-current owners of the Land and recorded in the Official Public Records of Hays County, Texas.

D. Estoppels. Within ten days after written request from any Party, the other Parties shall provide a written certification indicating whether this Agreement remains in effect as to an Improvement Area #1 Assessed Property and whether any Party is then in default hereunder.

E. Termination. This Agreement shall terminate as to each Improvement Area #1 Assessed Property upon payment in full of the Improvement Area #1 Assessment against the Improvement Area #1 Assessed Property.

F. Form 1295. Section 2252.908 of the Texas Government Code requires that for certain types of contracts, you must fill out a conflict of interest form ("Disclosure of Interested Parties") at the time you submit your signed contract to the District. For further information please go to the Texas Ethics Commission website via the following link. https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm. Because the Landowner is a publicly traded entity, the Parties acknowledge that Section 2252.908 of the Texas Government Code is not applicable to the Owner.

G. Boycotts and Foreign Engagements.

(i) The Landowner 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 Agreement is a contract for goods or services, will not boycott Israel during the term of this Agreement. The foregoing verification is made solely to comply with Section 2271.002, Texas Government Code, and to the extent such Section does not contravene applicable State or 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 Landowner understands ‘affiliate’ to mean an entity that controls, is controlled by, or is under common control with the Landowner and exists to make a profit.

(ii) The Landowner represents that neither it nor any of its respective parent companies, 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, 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 solely to comply with Section 2252.152, Texas Government Code, and to the extent such Section does not contravene applicable Federal law and excludes the Landowner and its respective parent companies, 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 Landowner and the Consenting Parties each understands "affiliate" to mean any entity that controls, is controlled by, or is under common control with the Landowner and exists to make a profit.

(iii) The Landowner hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates do not boycott energy companies and, to the extent this Agreement is a contract for goods or services, will not boycott energy companies during the term of this Agreement. The foregoing verification is made solely to comply with Section 2274.002 (as added by Senate Bill 13 in the 87th Legislature, Regular Session), Texas Government Code and to the extent such Section does not contravene applicable Federal or Texas law. As used in the foregoing verification, “boycott energy companies,” a term defined in Section 2274.001(1), Texas Government Code (as enacted by such Senate Bill) by reference to Section 809.001, Texas Government Code (also as enacted by such Senate Bill), shall mean, without an ordinary business purpose, 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 with a company because the company (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by (A) above. The Landowner understands ‘affiliate’ to mean an entity

that controls, is controlled by, or is under common control with the Landowner within the meaning of SEC Rule 405, 17 C.F.R. § 230.405, and exists to make a profit.

(iv) The Landowner hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of this Agreement. The foregoing verification is made solely to comply with Section 2274.002 (as added by Senate Bill 19 in the 87th Texas Legislature, Regular Session), Texas Government Code and to the extent such Section does not contravene applicable Federal or Texas law.

As used in the foregoing verification and the following definitions,

(i) ‘discriminate against a firearm entity or firearm trade association,’ a term defined in Section 2274.001(3), Texas Government Code (as enacted by such Senate Bill), (A) means, with respect to the firearm entity or firearm trade association, to (i) refuse to engage in the trade of any goods or services with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association, (ii) refrain from continuing an existing business relationship with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association, or (iii) terminate an existing business relationship with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association and (B) does not include (i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories and (ii) a company’s refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship (aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency or (bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity’s or association’s status as a firearm entity or firearm trade association,

(ii) ‘firearm entity,’ a term defined in Section 2274.001(6), Texas Government Code (as enacted by such Senate Bill), means a manufacturer, distributor, wholesaler, supplier, or retailer of firearms (defined in Section 2274.001(4), Texas Government Code, as enacted by such Senate Bill, as weapons that expel projectiles by the action of explosive or expanding gases), firearm accessories (defined in Section 2274.001(5), Texas Government Code, as enacted by such Senate Bill, as devices specifically designed or adapted to enable an individual to wear, carry, store, or mount a firearm on the individual or on a conveyance and items used in conjunction with or mounted on a firearm that are not essential to the basic function of the firearm, including detachable firearm magazines), or ammunition (defined in Section 2274.001(1), Texas Government Code, as enacted by such Senate Bill, as a loaded cartridge case, primer, bullet, or propellant powder with or without a projectile) or a sport shooting range (defined in Section 250.001, Texas Local Government Code, as a business establishment, private club, or association that operates an area for the discharge or other use of firearms for silhouette, skeet, trap, black powder, target, self-defense, or similar recreational shooting),

(iii) 'firearm trade association,' a term defined in Section 2274.001(7), Texas Government Code (as enacted by such Senate Bill), means any person, corporation, unincorporated association, federation, business league, or business organization that (i) is not organized or operated for profit (and none of the net earnings of which inures to the benefit of any private shareholder or individual), (ii) has two or more firearm entities as members, and (iii) is exempt from federal income taxation under Section 501(a), Internal Revenue Code of 1986, as an organization described by Section 501(c) of that code, and

(iv) 'affiliate' means an entity that controls, is controlled by, or is under common control with the Landowner within the meaning of SEC Rule 405, 17 C.F.R. § 230.405, and exists to make a profit.

[SIGNATURE PAGES TO FOLLOW]

EXECUTED by the Parties on the dates stated below.

THE CITY OF KYLE, TEXAS

By: _____
Name: _____
Title: _____

STATE OF TEXAS

§
§
§

COUNTY OF HAYS

BEFORE ME, a Notary Public, on this day personally appeared _____, as _____ of the City of Kyle, a Texas home-rule municipal corporation, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed on behalf of that municipal corporation.

GIVEN UNDER MY HAND AND SEAL of office this ____ day of _____, 202_

(SEAL)

Notary Public, State of Texas

LANDOWNER:

**Lennar Homes of Texas Land and
Construction, Ltd.**
a Texas limited partnership

By: Lennar Texas Holding
Company
a Texas corporation
Its: General Partner

By: _____
Name: _____
Title: _____

STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me, the undersigned authority, this ____ day
of _____, 2021, by _____, as _____ of Lennar Texas Holding
Company, a Texas corporation, as general partner of Lennar Homes of Texas Land and
Construction, Ltd., a Texas limited partnership, on behalf of said entities.

[Seal]

Notary Public ☆ State of Texas

EXHIBIT A to IMPROVEMENT AREA #1 LANDOWNER AGREEMENT

Legal Description

FIELD NOTES DESCRIPTION

DESCRIPTION OF 329.46 ACRES OF LAND IN THE M.M. MCCARVER LEAGUE NUMBER 4, A-10, HAYS COUNTY, TEXAS; BEING A PORTION OF THE REMAINDER OF A CERTAIN 983.99 ACRE TRACT DESIGNATED AS TRACT 2 OF EXHIBIT "A" AND DESCRIBED IN THE DEED WITHOUT WARRANTY TO MOUNTAIN PLUM, LTD. OF RECORD IN VOLUME 2297, PAGE 139, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS; SAID 329.46 ACRES OF LAND AS SURVEYED BY BOWMAN CONSULTING GROUP, LTD. BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2-inch iron rod with a plastic cap stamped "LAI" previously set in the north right-of-way line of Kohler's Crossing (County Road 171), a variable width right-of-way, for the northwest corner of a certain called 1.171 acre tract designated as Parcel 3, Tract 1, and described in a deed to the City of Kyle, Texas, of record in Volume 3220, Page 508, Official Public Records of Hays County, Texas;

THENCE N 87° 01' 11" E, with the north right-of-way line of said Kohler's Crossing (County Road 171), with the north line of the said 1.171 acre tract, a distance of 765.77 feet to a 1/2-inch iron rod with a plastic cap stamped "BCG" set for the southerly southwest corner and **POINT OF BEGINNING** of the tract described herein;

THENCE leaving the north right-of-way line of said Kohler's Crossing (County Road 171), crossing the said 983.99 acre tract, with the west and south lines of the tract described herein, the following two (2) courses and distances:

1. N 12° 30' 54" E, a distance of 810.89 feet to a 1/2-inch iron rod with a plastic cap stamped "BCG" set for a re-entrant corner, and
2. S 88° 23' 03" W, a distance of 767.32 feet to a 1/2-inch iron rod with a plastic cap stamped "BCG" set in the curving east right-of-way line of R.M. 2770 (Old Austin-San Marcos Road), a variable width right-of-way, being the east line of a certain called 1.663 acre tract designated as Exhibit A, Parcel No. 1, and described in a deed to the State of Texas of record in Volume 1076, Page 205, Official Public Records of Hays County, Texas, for the westerly southwest corner of the tract described herein, from which a Texas Department of Transportation (TXDOT) Type 2 right-of-way marker found for a point of tangency in the east right-of-way line of said R.M. 2770 (Old Austin-San Marcos Road), and the east line of the said 1.663 acre tract bears with the arc of a curve to the right, having a radius of 2970.17, an arc distance of 4.01 feet, and a chord which bears S 15° 41' 07" W, a distance of 4.01 feet;

THENCE with the east right-of-way line of said R.M. 2770 (Old Austin-San Marcos Road) and the east line of the said 1.663 acre tract, with the west line of the tract described herein, the following three (3) courses and distances:

1. with the arc of a curve to the left, having a radius of 2970.17, an arc distance of 298.47 feet, and a chord which bears N 12° 46' 04" E, a distance of 298.34 feet to a Texas Department of Transportation (TXDOT) Type 2 right-of-way marker found for a point of tangency,
2. N 09° 53' 14" E, a distance of 1255.36 feet to a Texas Department of Transportation (TXDOT) Type 2 right-of-way marker found for a point of curvature, and
3. with the arc of a curve to the right, having a radius of 5659.58, an arc distance of 264.66 feet, and a chord which bears N 11° 13' 39" E, a distance of 264.64 feet to a Texas Department of Transportation (TXDOT) Type 2 right-of-way marker found

for a point of tangency in the east line of said R.M. 2770 (Old Austin-San Marcos Road) and the east line of the said 1.663 acre tract, for the westerly northwest corner of the tract described herein, from which a Texas Department of Transportation (TXDOT) Type 2 right-of-way marker found for a point of curvature in the east right-of-way line of said R.M. 2770 (Old Austin-San Marcos Road) and the east line of the said 1.663 acre tract bears N 12° 33' 31" E, a distance of 553.60 feet;

THENCE leaving the east right-of-way line of said R.M. 2770 (Old Austin-San Marcos Road) and the east line of the said 1.663 acre tract, crossing the said 983.99 acre tract, with the west and north lines of the tract described herein, the following nine (9) courses and distances:

1. S 77° 26' 29" E, a distance of 400.00 feet to a 1/2-inch iron rod with a plastic cap stamped "BCG" set for a re-entrant corner,
2. N 12° 33' 31" E, a distance of 553.60 feet to a 1/2-inch iron rod with a plastic cap stamped "BCG" set for a point of curvature,
3. with the arc of a curve to the right, having a radius of 2394.79 feet, an arc distance of 356.92 feet, and a chord which bears N 16° 50' 54" E, a distance of 356.59 feet to a 1/2-inch iron rod with a plastic cap stamped "BCG" set for an angle point,
4. N 08° 03' 05" E, a distance of 107.69 feet to a 1/2-inch iron rod with a plastic cap stamped "BCG" set for an angle point,
5. N 19° 21' 47" E, a distance of 1436.41 feet to a 1/2-inch iron rod with a plastic cap stamped "BCG" set for a point of curvature,
6. with the arc of a curve to the left, having a radius of 6179.58 feet, an arc distance of 246.28 feet, and a chord which bears N 18° 13' 04" E, a distance of 246.26 feet to a 1/2-inch iron rod with a plastic cap stamped "BCG" set for a point of tangency,
7. N 17° 04' 43" E, a distance of 225.64 feet to a 1/2-inch iron rod with a plastic cap stamped "BCG" set for a northwest corner of the tract described herein,
8. N 88° 07' 40" E, a distance of 1618.53 feet to a 1/2-inch iron rod with a plastic cap stamped "BCG" set for a re-entrant corner, and
9. N 01° 48' 26" W, a distance of 922.01 feet to a 1/2-inch iron rod found at a re-entrant corner in the north line of the said 983.99 acre tract, for the southerly southwest corner of a certain tract of land described in a deed to Texas-Lehigh Cement Company of record in Volume 609, Page 843, Real Property Records of Hays County, Texas, for the northerly northwest corner of the tract described herein, from which a 1/2-inch iron rod with a plastic cap stamped "BCG" set for the northerly northeast corner of the said 983.99 acre tract and for a re-entrant corner in the west line of the said Texas-Lehigh Cement Company tract bears N 01° 48' 26" W, a distance of 869.97 feet, and from said 1/2-inch iron rod with a plastic cap stamped "BCG" set, a 1/2-inch iron rod found in the north line of the said 983.99 acre tract and the south line of the said Texas-Lehigh Cement Company tract bears S 88° 07' 40" W, a distance of 22.55 feet;

THENCE N 88° 09' 34" E, with the north line of the said 983.99 acre tract and the south line of the said Texas-Lehigh Cement Company tract, with the north line of the tract described herein, a distance of 516.32 feet to a 1/2-inch iron rod with a plastic cap stamped "BCG" set for the northerly northeast corner of the tract described herein, from which a calculated point in the curving west right-of-way line of F.M. Highway 1626, being a certain called 28.91 acre tract described in a deed to the City of Kyle, Texas, of record in Volume

1871, Page 236, Official Public Records of Hays County, Texas bears N 88° 09' 34" E, a distance of 500.07 feet, and from said calculated point, a Texas Department of Transportation (TXDOT) Type 2 right-of-way marker found bears N 03° 01' 08" E, a distance of 0.55 feet;

THENCE leaving the south line of the said Texas-Lehigh Cement Company tract, crossing the said 983.99 acre tract, with the east and south lines of the tract described herein, the following eleven (11) courses and distances:

1. with the arc of a curve to the left, having a radius of 3464.79 feet, an arc distance of 1139.26 feet, and a chord which bears S 12° 07' 40" E, a distance of 1134.13 feet to a 1/2-inch iron rod with a plastic cap stamped "BCG" set for a point of tangency,
2. S 21° 32' 51" E, a distance of 1391.43 feet to a 1/2-inch iron rod with a plastic cap stamped "BCG" set for a point of curvature,
3. with the arc of a curve to the right, having a radius of 2264.79 feet, an arc distance of 915.45 feet, and a chord which bears S 09° 58' 04" E, a distance of 909.23 feet to a 1/2-inch iron rod with a plastic cap stamped "BCG" set for the easterly southeast corner of the tract described herein,
4. S 82° 22' 26" W, a distance of 1011.23 feet to a 1/2-inch iron rod with a plastic cap stamped "BCG" set for an angle point,
5. S 73° 20' 14" W, a distance of 713.33 feet to a 1/2-inch iron rod with a plastic cap stamped "BCG" set for a re-entrant corner,
6. S 12° 27' 56" W, a distance of 448.13 feet to a 1/2-inch iron rod with a plastic cap stamped "BCG" set for an angle point,
7. S 12° 33' 58" W, a distance of 413.82 feet to a 1/2-inch iron rod with a plastic cap stamped "BCG" set for an angle point,
8. S 20° 39' 46" W, a distance of 412.04 feet to a 1/2-inch iron rod with a plastic cap stamped "BCG" set for an angle point,
9. S 28° 43' 08" W, a distance of 349.81 feet to a 1/2-inch iron rod with a plastic cap stamped "BCG" set for an angle point,
10. S 33° 32' 22" W, a distance of 340.44 feet to a 1/2-inch iron rod with a plastic cap stamped "BCG" set for an angle point, and
11. S 00° 29' 00" E, a distance of 715.18 feet to a 1/2-inch iron rod with a plastic cap stamped "BCG" set in the north right-of-way line of said Kohler's Crossing (County Road 171) and the north line of the said 1.171 acre tract, for the southeast corner of the tract described herein, from which a 1/2-inch iron rod with a plastic cap stamped "BCG" set at an angle point in the north right-of-way line of said Kohler's Crossing (County Road 171) and the north line of the said 1.171 acre tract bears N 87° 19' 58" E, a distance of 27.10 feet;

THENCE with the north right-of-way line of said Kohler's Crossing (County Road 171), and the north line of the said 1.171 acre tract, with the south line of the tract described herein, the following eight (8) courses and distances:

1. S 87° 19' 58" W, a distance of 283.45 feet to a 1/2-inch iron rod with a plastic cap stamped "LAI" previously set for an angle point,

2. S 87° 12' 01" W, a distance of 37.39 feet to a 1/2-inch iron rod with a plastic cap stamped "LAI" previously set for an angle point,
3. N 02° 56' 00" W, a distance of 9.33 feet to a 1/2-inch iron rod with a plastic cap stamped "LAI" previously set for an angle point,
4. S 87° 04' 00" W, a distance of 150.00 feet to a 1/2-inch iron rod with a plastic cap stamped "LAI" previously set for an angle point;
5. S 02° 56' 00" E, a distance of 9.06 feet to a 1/2-inch iron rod with a plastic cap stamped "LAI" previously set for an angle point,
6. S 86° 58' 28" W, a distance of 450.68 feet to a 1/2-inch iron rod with a plastic cap stamped "BCG" set for an angle point;
7. S 86° 50' 31" W, a distance of 322.43 feet to a 1/2-inch iron rod with a plastic cap stamped "BCG" set for an angle point, and
8. S 87° 01' 11" W, a distance of 392.04 feet to the POINT OF BEGINNING and containing 329.46 acres of land, more or less.

BEARING BASIS: Texas Coordinate System, South Central Zone, NAD83, Grid.

BOWMAN WORD FILE: FN1626R2(en)

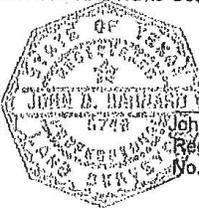
H:\Survey_FieldNotes\FN-1600s\FN1626R2(en).doc

THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS
COUNTY OF TRAVIS §

That I, John D. Barnard, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a series of surveys made on the ground during the months of July through October 2014, under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, on this 20th day of February 2015 A.D.

Bowman Consulting Group, Ltd.
Austin, Texas 78746



John D. Barnard
John D. Barnard
Registered Professional Land Surveyor
No. 5749 - State of Texas

FIELD NOTES DESCRIPTION

DESCRIPTION OF 51.48-ACRES OF LAND IN THE M.M. MCCARVER LEAGUE NUMBER 4, A-10, HAYS COUNTY, TEXAS; BEING A PORTION OF THE REMAINDER OF A CERTAIN 883.99 ACRE TRACT DESIGNATED AS TRACT 2 OF EXHIBIT "A" AND DESCRIBED IN THE DEED WITHOUT WARRANTY TO MOUNTAIN PLUM, LTD. OF RECORD IN VOLUME 2287, PAGE 139, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS; SAID 51.48 ACRES OF LAND AS SURVEYED BY BOWMAN CONSULTING GROUP, LTD. BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a calculated point in the east right-of-way line of R.M. 2770 (Old Austin-San Marcos Road), a variable width right-of-way, for the northwest corner of the said 883.99 acre tract and for the west corner of a certain tract of land described in a deed to Texas-Lehigh Cement Company of record in Volume 809, Page 843, Real Property Records of Hays County, Texas, from which a 1/2-inch iron rod found bears N 88°07'40" E, a distance of 0.90 feet;

THENCE N 88°07'40" E, leaving the east right-of-way line of said R.M. 2770 (Old Austin-San Marcos Road), with the north line of the said 883.99 acre tract and a south line of the said Texas-Lehigh Cement Company tract, a distance of 651.74 feet to a 1/2-inch iron rod with a plastic cap stamped "BCG" set for the northwest corner and POINT OF BEGINNING of the tract described herein;

THENCE N 88°07'40" E, continuing with north line of the said 883.99 acre tract and the south line of the said Texas-Lehigh Cement Company tract, with the north line of the tract described herein, at a distance of 622.93 feet, passing a 1/2-inch iron rod found, and continuing for a total distance of 845.48 feet to a 1/2-inch iron rod with a plastic cap stamped "BCG" set for the northerly northeast corner of the said 883.99 acre tract and for a re-entrant corner in the west line of the said Texas-Lehigh Cement Company tract, for the northeast corner of the tract described herein;

THENCE S 01°48'28" E, with the east line of the said 883.99 acre tract and the west line of the said Texas-Lehigh Cement Company tract, with the east line of the tract described herein, a distance of 869.97 feet to a 1/2-inch iron rod found at a re-entrant corner in the east line of the said 883.99 acre tract being the southwest corner of the said Texas-Lehigh Cement Company tract for a point-on-line in the east line of the tract described herein, from which a calculated point in the curving west right-of-way line of F.M. 1628, being a certain called 28.91 acre tract described in a deed to the City of Kyle, Texas, of record in Volume 1871, Page 236, Official Public Records of Hays County, Texas bears N 88°09'34" E, a distance of 1016.39 feet, and from said calculated point, a Texas Department of Transportation (TXDOT) Type 2 right-of-way marker found bears N 03°01'08" E, a distance of 0.55 feet;

THENCE crossing the said 883.99 acre tract, with the east, south, and west lines of the tract described herein, the following five (5) courses and distances:

1. S 01°48'28" E, a distance of 622.01 feet to a 1/2-inch iron rod with a plastic cap stamped "BCG" set for the southeast corner of the tract described herein,
2. S 88°07'40" W, a distance of 1618.53 feet to a 1/2-inch iron rod with a plastic cap stamped "BCG" set for the southwest corner of the tract described herein,
3. N 17°04'43" E a distance of 1110.23 feet to a 1/2-inch iron rod with a plastic cap stamped "BCG" set for a point of curvature,
4. with the arc of a curve to the right, having a radius of 696.92 feet, an arc distance of 299.41 feet, and a chord which bears N 29°24'58" E, a distance of 287.11 feet to a 1/2-inch iron rod with a plastic cap stamped "BCG" set for a point of tangency, and
5. N 41°39'39" E, a distance of 685.35 feet to the POINT OF BEGINNING and containing 51.48 acres of land, more or less.

61.48-Ac,
M.M. McCarver Sur. No. 4, A-10,
Hays County, Texas

Job No. 6549-01-001
FN1627(en)
Page 2 of 2

BEARING BASIS: Texas Coordinate System, South Central Zone, NAD83, Grid.

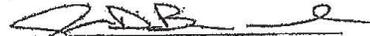
BOWMAN WORD FILE: FN1627(en)
H:\Survey\FieldNotes\FN-1600s\FN1627(en).doc

THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS
COUNTY OF TRAVIS §

That I, John D. Barnard, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a series of surveys made on the ground during the month of July 2014, under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, on this 31st day of July 2014 A.D.

Bowman Consulting Group, Ltd.
Austin, Texas 78746

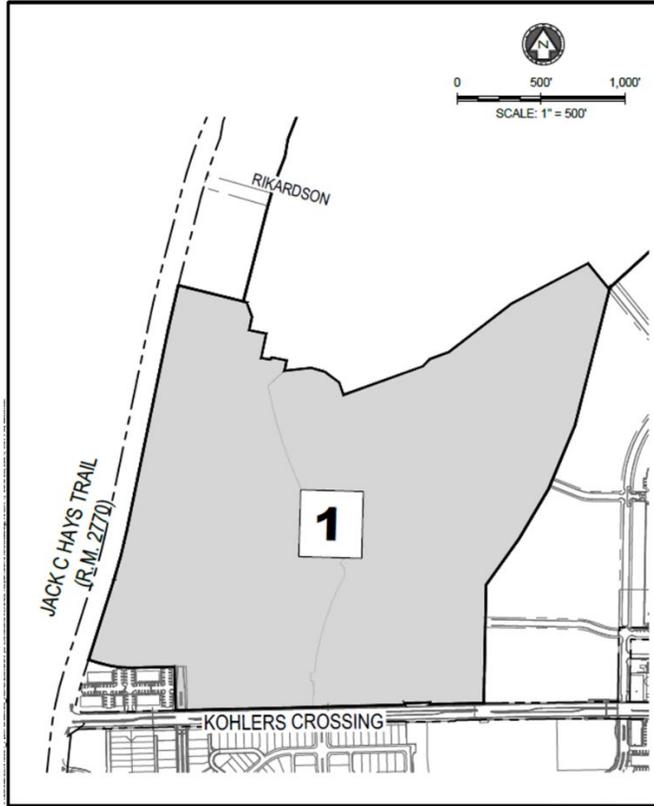


John D. Barnard
Registered Professional Land Surveyor
No. 5749 - State of Texas



EXHIBIT A-1

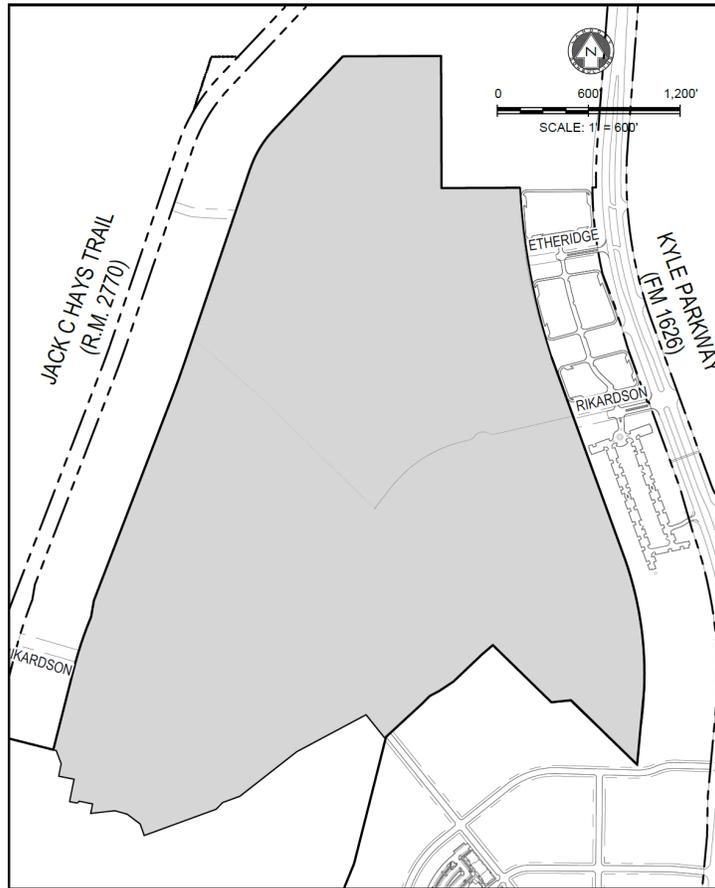
BOUNDARIES OF IMPROVEMENT AREA #1



PLUM CREEK PHASE 2
NEIGHBORHOOD IMPROVEMENT AREA 1
KYLE, HAYS COUNTY, TEXAS
JUNE, 2021



EXHIBIT A-2
BOUNDARIES OF MAJOR IMPROVEMENT AREA





CITY OF KYLE, TEXAS

KASZ Update and Owner's Rep Discussion

Meeting Date: 11/16/2021
Date time: 7:00 PM

Subject/Recommendation: Kyle Area Senior Zone Update and Discussion Regarding Selection of Construction Manager/Owner's Representative. ~ *J. Scott Sellers, City Manager*

Other Information:

Legal Notes:

Budget Information:

ATTACHMENTS:

Description

No Attachments Available



CITY OF KYLE, TEXAS

Sign Installations along 1626 at IH-35 Soliciting, Begging

Meeting Date: 11/16/2021

Date time: 7:00 PM

Subject/Recommendation: A Resolution of the City of Kyle, Texas, Authorizing the City Manager to Coordinate with the Texas Department of Transportation for Installation of a Sign at Interstate Highway 35 and South FM 1626 Prohibiting Soliciting, Begging Activity Directed at Drivers using the City Streets; Providing Open Meetings Clause; and Providing for Related Matters. ~ *Jeff Barnett, Chief of Police*

Other Information:

Legal Notes:

Budget Information:

ATTACHMENTS:

Description

- Soliciting, begging activity resolution

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF KYLE, TEXAS, AUTHORIZING THE CITY MANAGER TO COORDINATE WITH THE TEXAS DEPARTMENT OF TRANSPORTATION FOR INSTALLATION OF A SIGN AT INTERSTATE HIGHWAY 35 AND SOUTH FM 1626 PROHIBITING SOLICITING, BEGGING ACTIVITY DIRECTED AT DRIVERS USING THE CITY STREETS; PROVIDING OPEN MEETINGS CLAUSE; AND PROVIDING FOR RELATED MATTERS.

WHEREAS, South FM 1626 (FM 1626) within the City of Kyle's (City) corporate limits in Hays County on the approach to Interstate Highway 35 (IH-35) is a highly traveled thoroughfare that accommodates two-way traffic;

WHEREAS, FM 1626 is a 4 lane paved improvement of approximately 90 feet in width divided by a concrete median;

WHEREAS, this area of FM 1626 has 2 lanes for each direction of travel, including the area over Interstate 35;

WHEREAS, the speed limit in this area of FM 1626 is 55 miles per hour;

WHEREAS, traffic flow in this area of FM 1626 is controlled by a lighted traffic signal and other directional signs;

WHEREAS, City officials have observed pedestrians entering the road and approaching vehicles as drivers are monitoring the traffic signals to safely enter onto adjacent streets or to navigate the intersection of FM 1626 and IH-35;

WHEREAS, the City is concerned for the health and safety of drivers who utilize this heavily traveled road;

WHEREAS, City is concerned for the health and safety of unprotected pedestrians entering the road and exposing themselves to every category of motor vehicle on the road present at most hours of the day and night;

WHEREAS, on June 1, 2021, the Kyle City Council passed Ordinance No. 1149 governing and titled "Unlawful Activities in Public Area" (Ordinance 1149);

WHEREAS, among other things, the City approved Section 23.335 of the City Code of Ordinances prohibiting soliciting, begging activities directed at vehicles and their drivers using the streets within the City;

WHEREAS, signage in and around a state highway such as IH-35 is overseen and managed by the Texas Department of Transportation (TxDOT); and

WHEREAS, to better protect residents, businesses, and visitors who use FM 1626 and to educate same on the soliciting, begging prohibitions in Ordinance 1149, the City desires to present a request to TxDOT for the approval, design, and installation of an appropriate sign at FM 1626 and IH-35 addressing the prohibition on soliciting, begging activities.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF KYLE, TEXAS, THAT:

Section 1. Findings. The foregoing recitals are hereby found to be true and correct and are hereby adopted by the City Council and made a part hereof for all purposes as findings of fact.

Section 2. Request. The City Manager is hereby directed to make a formal request to TxDOT for the design, approval, and installation of a sign at South FM 1626 and Interstate 35 to better ensure the health and safety of all persons in the City and to further ensure the orderly and efficient flow of traffic. The request to TxDOT shall be accompanied by Ordinance No. 1149.

Section 3. Signage. The City Manager is authorized and directed to cause signs giving notice of the soliciting, begging activities of Ordinance 1149, once approved by TxDOT, to be posted in the area of South FM 1626 and Interstate Highway 35.

Section 4. Open Meetings. That it is hereby officially found and determined that the meeting at which this ordinance is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Chapt. 551, Gov't. Code.

PASSED AND APPROVED this _____ day of October 2021.

CITY OF KYLE, TEXAS

Travis Mitchell, Mayor

ATTEST:

Jennifer Holm, City Secretary



CITY OF KYLE, TEXAS

Plum Creek PUD - Special Exception - Parking

Meeting Date: 11/16/2021
Date time: 7:00 PM

Subject/Recommendation: Consider a Request by Nitro Swimming to Grant a Special Exception for Parking on property located within Plum Creek PUD. ~ *Will Atkinson, City Planner*

Other Information:

Legal Notes:

Budget Information:

ATTACHMENTS:

Description

- Staff Memo
- Request Letter
- Site Plan
- Landowner Authorization Letter
- Franchise Tax Account Status
- Deed



CITY OF KYLE

Community Development Department



MEMORANDUM

TO: Mayor & City Council

FROM: Will Atkinson – City Planner

DATE: Tuesday, November 16, 2021

SUBJECT: Parking Exception: Nitro Swim Facility

REQUEST

At the behest of the property owner (Mountain Plum, Ltd.), representatives of Kimley-Horn request the Mayor & Council to consider a Special Exception to allow certain parking ratios for the Nitro Swim Facility.

ZONING

Ch. 53 – Zoning, Exhibit A. - Plum Creek Planned Unit Development, Art. II, Part D. – Additional Use Regulations, Sec. 2. – Parking regulations applicable to PUD districts unless otherwise approved by the city council., (I) *[Off-street and on-street parking.]*

(I) *[Off-street and on-street parking]*

Off-street and on-street parking for all uses not within the categories above shall be adequate to meet the anticipated needs and shall be determined by the city council using standards outlined for special exception and with a view towards providing adequate parking and carrying out the general scheme of the parking requirements herein set out.

STAFF ANALYSIS

Lot 2, Area 10 of the Plum Creek PUD is zoned PC EMP (Plum Creek Employment District). Swimming facilities are allowed within this zoning district, but no parking ratios

are indicated in the required parking regulations. To be able to approve the site plan, the City Council needs to approve a special exception to dictate appropriate parking ratios.

The request submitted shows a ratio of 1 parking space per 100 square feet of gross water surface and pool decking. The ratio of 1 space per 100 square feet, is the same as the Nitro Swim facility in the City of Bee Cave. The proposed facility is approximately 27,000 square feet and will require a minimum of 270 parking spaces and a maximum of 405 spaces (multiply by 1.5, per Sec. 2(F) (Plum Creek PUD). The draft plan shown, has a total of 305 spaces, (fits within the proposed ratios and site constraints). A portion of the spaces within the City of Kyle's water and wastewater easements will be a permeable pavement (turfstone paving). The proposed site layout with associated parking ratio/parking count makes sense from initial staff review.

RECOMMENDATION

Staff supports the requested parking ratios & special exception and asks the Mayor & Council to support the special exception by affirmative vote.



November 5, 2021

City of Kyle
ATTN: Will Atkinson
City Planner
100 W. Center Street
Kyle, TX 78640

**RE: Special Exception Request
Nitro Swim Plum Creek Parking Ratio
Kyle, TX**

Mr. Watkinson,

On behalf of the Owner, Kimley-Horn presents a special exception request to establish a parking ratio for the proposed Nitro Swim development to be located in Section 10, Lot 2 of the Plum Creek PUD in the City of Kyle full purpose jurisdiction. Nitro Swim is a commercial aquatic facility brand that hosts swim lessons and competition events. Nitro Swim is affiliated with the United States Swim School Association, USA Swimming, and US Masters Swimming and hosts national events for these organizations.

Ordinance 311, the Plum Creek Zoning Ordinance, under Article II.A.1.C, discusses flexible planning, stating the unique nature of each PUD may require departure from strict enforcement of certain present codes and ordinances, including, without limitation, parking standards. However, the Plum Creek Zoning and Subdivision Ordinances do not specify minimum or maximum parking ratios for various uses.

The City of Kyle Code of Ordinances, Chapter 53, Division 1, Section 53-33.n.1 states off-street parking shall be provided in a number not less than as provided in Chart 4, while Section 53-33.n.3 specifies maximum parking may be provided up to 150% of minimum requirements in Chart 4. On review and per discussions with City Planning Staff, there is not a use listed in Chart 4 that is appropriate for a competition aquatic facility.

There is an existing Nitro Swim Facility located in the City of Bee Cave. The existing facility provides approximately 20,100 SF of pool and decking and complies with the City of Bee Cave minimum parking ratio of 1 spot per 100 square feet of gross water surface and pool decking area, providing 204 total parking spaces. The proposed Nitro Swim facility in Plum Creek shall house approximately 27,000 of gross water surface and pool decking area. An applied parking ratio of 1 parking spot per 100 square feet results in a minimum requirement of 270 total parking spots. Further, 150% of 270 establishes a maximum threshold of 405 parking spaces for the proposed facility.

This proposed Nitro Swim Plum Creek facility is intended to host national swim meets and other competition events. In order to provide sufficient parking for these national events, Nitro also wishes

to provide 35 additional parking spots beyond minimum 270 for overflow parking, resulting in a total of 305 proposed parking spots. It is noted that of the 305 total parking spaces, drive aisles and parking surfaces for approximately 44 spaces at the south end of the site are proposed to be constructed of a turf-stone paver system in order to decrease impervious cover and keep pavement out of the existing water and wastewater easements.

On behalf of the Owner, Kimley-Horn requests the City Council approve this special exception request to establish a *minimum* parking ratio of 1 spot per 100 sf of gross water surface and pool decking area and to approve the proposed 305 total parking spaces for the proposed Nitro Swim Development in the Plum Creek Subdivision.

Should you have any questions or comments, please feel free to contact me using the information in my signature below.

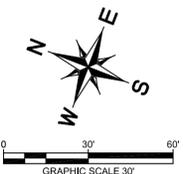
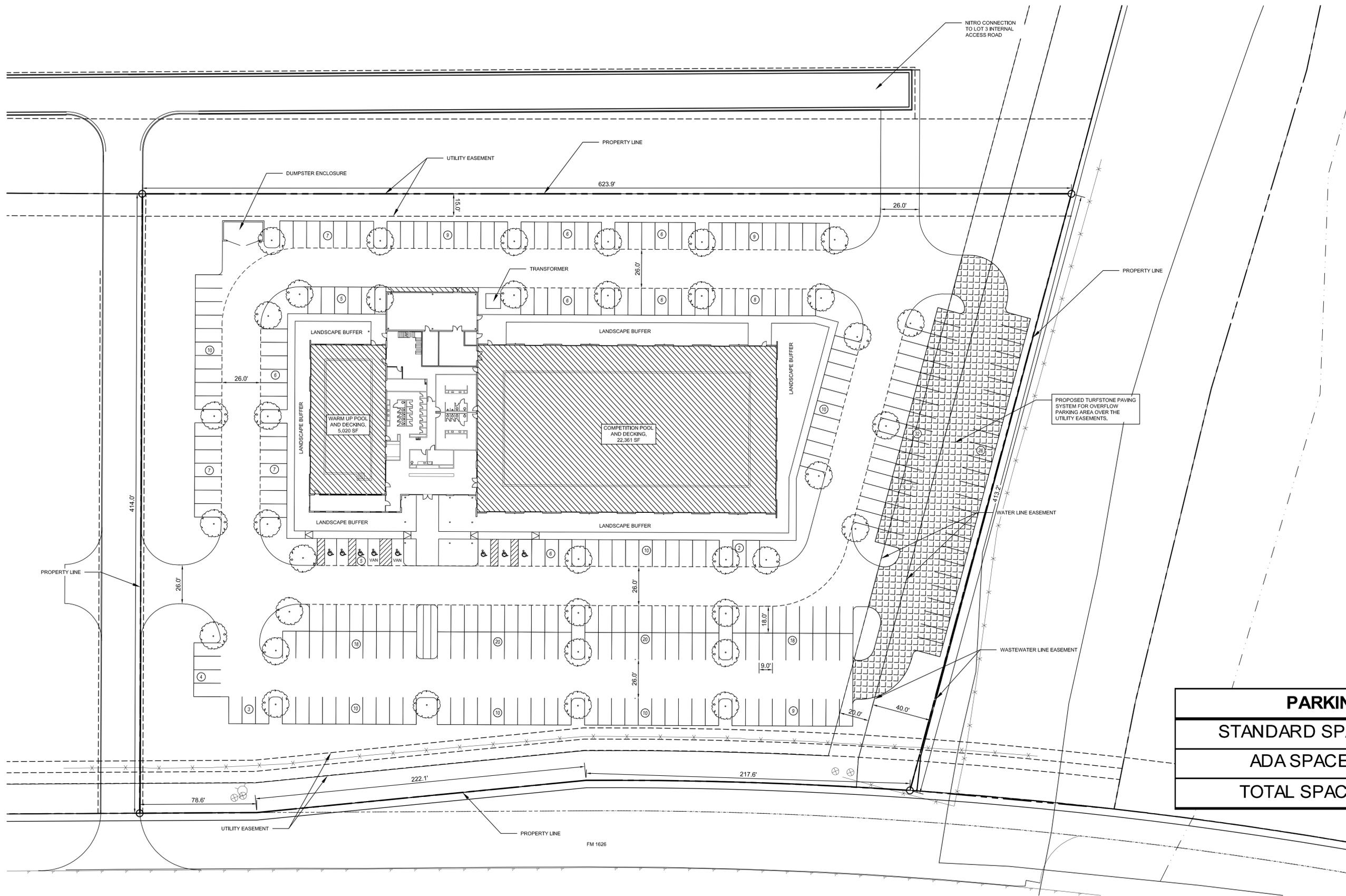
Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC.



Allison Kennaugh, P.E.
Project Manager
(512) 782-0614
allison.kennaugh@kimley-horn.com

Attachments:



PARKING TABLE	
STANDARD SPACES	297
ADA SPACES	8
TOTAL SPACES	305

NITRO SWIM CENTER
DIMENSIONAL CONTROL PLAN
 Kyle, Texas
 November 2021

Kimley»Horn
 10814 Jollyville Road
 Campus IV, Suite 200
 Austin, TX 78759
 512-418-1771
 State of Texas Registration No. F-928

LANDOWNER AUTHORIZATION AND AFFIDAVIT OF OWNERSHIP

SUBJECT PROPERTY INFORMATION

Subdivision Name, Block, Lot, or legal description if not subdivided: A0010 MORTON M MCCARVER SURVEY, ACRES 146.736, EMP R&D PARK AREA 10 AKA PT PH 2 TR C

of lots (if subdivided): NA # of acres: 146.736

Site APN/Property ID #(s): HAYS COUNTY QUICK REFERENCE ID R109017

Location: APPROXIMATELY 4,000 FEET NORTH OF THE INTERSECTION OF FM 1626 AND KOHLERS CROSSING; FUTURE PLUM CREEK SECTION 10 LOT 2

County: HAYS

Development Name: NITRO SWIM

OWNER

Company/Applicant Name: MOUNTAIN PLUM LTD BY MG REALTY ADVISORS LLC, ITS DEVELOPMENT MANAGER

Authorized Company Representative (if company is owner): MEGAN SHANNON

Type of Company and State of Formation: TEXAS LLC

Title of Authorized Company Representative (if company is owner): PROJECT MANAGER

Applicant Address: 4040 BROADWAY STREET, SUITE 501, SAN ANTONIO TX 78209

Applicant Fax: NA

Applicant Phone: 512-814-7335

Applicant/Authorized Company Representative Email: MEGAN@MOMARKDEVELOPMENT.COM

(THIS SPACE INTENTIONALLY BLANK)

APPLICANT REPRESENTATIVE

Check one of the following:

 . I will represent the application myself; or

 X I hereby designate Allison Kennaugh, P.E. (name of project representative) to act in the capacity as the agent for filing, processing, representation, and/or presentation of this development application. The designated agent shall be the principal contact person for responding to all requests for information and for resolving all issues of concern relative to this application.

I hereby certify that the above-named owner is the rightful owner of the Property. I am either the owner of the property identified above or a partner/manager/officer/director/member of the company who is authorized to act on behalf of the company. I further certify that the information provided herein and in the application for the development is true and correct. By signing below, I agree that the City of Kyle (the "City") is authorized and permitted to provide information contained within this application, including the email address, to the public.

Owner's Signature: *Hesun Shimmer* Date: 11/3/2021

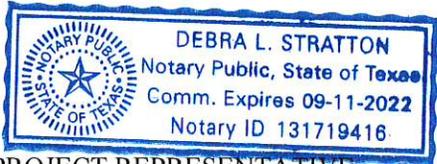
State of TEXAS §
 §
County of TRAVIS §

This instrument was acknowledged before me on (date) by (name of authorized company representative) who is a(n) (member, manager, authorized officer, etc.) of (name of company), a (Texas) (limited liability company, corporation, partnership, etc.).

SUBSCRIBED AND SWORN TO before me, this the 3rd day of November , 20 21

(Notary Seal)

Debra L. Stratton
Notary Public's Signature
 9-11-2022
My Commission Expires



PROJECT REPRESENTATIVE

Representative Name: Allison Kennaugh, P.E.
Representative Address: 10814 Jollyville Road, Avallon IV, Suite 200, Austin, Texas 78759
Representative Phone: (512) 782-0614
Representative Email: Allison.Kennaugh@Kimley-Horn.com

Representative's Signature: *Allison Kennaugh* Date: 11/3/2021

Q Taxable Entity Search Results

for the search string : mountain plum



For more information about the search results, send an email to tax.help@cpa.texas.gov or call 1-800-252-1300.

Franchise Tax Account Status

As of : 11/03/2021 12:08:35

Results

~~This page is valid for most business transactions but is not sufficient for filings with the Secretary~~

Name	MOUNTAIN PLUM, LTD.	of State	
Taxpayers ID#	32035881153		
Zip	78209	MOUNTAIN PLUM, LTD.	
Name	Texas Taxpayer Number	32035881153	
		MOUNTAIN PLUMBING & HEATING INC	
Taxpayers ID#	Mailing Address	4040 BROADWAY STE 501 SAN ANTONIO, TX 78209-6368	
Zip	79930		
	Right to Transact Business in Texas	ACTIVE	
	State of Formation	TX	
	Effective SOS Registration Date	07/10/2002	
	Texas SOS File Number	0800101625	
	Registered Agent Name	LAURA NEGLEY GILL	
	Registered Office Street Address	4040 BROADWAY STE. 501 SAN ANTONIO, TX 78209	

DEED WITHOUT WARRANTY

THE STATE OF TEXAS
COUNTY OF HAYS

§
§
§

KNOW ALL MEN BY THESE PRESENTS:

THAT THE UNDERSIGNED, **William Negley**, as Life Tenant with Power of Sale under the Will of Laura Burleson Negley, deceased and **William Negley**, as Life Tenant with Power of Sale pursuant to the provisions of Deed recorded under Volume 270, Page 350, Hays County Deed Records (collectively, "Grantor"), for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration in hand paid to Grantor by **Mountain Plum, Ltd.**, a Texas limited partnership ("Grantee"), the receipt and sufficiency of which are hereby fully acknowledged and confessed, subject to the matters set forth herein, have GRANTED, BARGAINED, SOLD and CONVEYED, and by these presents do hereby GRANT, BARGAIN, SELL and CONVEY unto Grantee, that certain real property located in Hays County, Texas ("Land"), being more particularly described by metes and bounds in Exhibit A attached hereto and made part hereof for all purposes, together with any and all other right, title and interest of Grantor in and to the Land, and all of Grantor's right, title and interest in and to all improvements and fixtures located on the Land and all and singular the rights and appurtenances thereto including, but not limited to, strips and gores between the Land and abutting properties and in any street, highway, alley, easement or right of way, existing or proposed, on or adjacent to Land (all of which is collectively referred to herein as the "Property").

This conveyance is expressly made and accepted subject to any and all conditions, restrictions, easements, liens, encumbrances, and all other matters of record that affect the Property.

Ad valorem taxes and special assessments, if any, against the Property for the year 2003 have been prorated between Grantor and Grantee as of the date of this Deed Without Warranty and Grantee hereby expressly assumes and agrees to pay the same.

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereto in anywise belonging unto Grantee, its successors and assigns forever, without express or implied warranty. All warranties that might arise by common law as well as the warranties in Section 5.023 of the Texas Property Code (or its successor) are excluded.

[Signature Page to Follow]

IN WITNESS WHEREOF, this instrument is executed this 19th day of August, 2003.

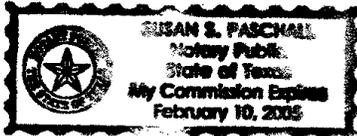
GRANTOR:

William Negley
WILLIAM NEGLEY, as Life Tenant
with Power of Sale under
the Will of Laura Burleson Negley,
deceased

William Negley
WILLIAM NEGLEY, as Life Tenant
with Power of Sale pursuant to
Deed recorded under Volume 270,
Page 350, Hays County Deed Records

STATE OF TEXAS §
 §
COUNTY OF BEXAR §

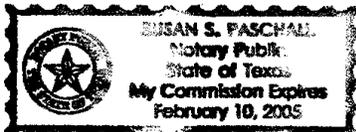
This instrument was acknowledged before me this 19th day of August, 2003, by William Negley, as Life Tenant with Power of Sale under the Will of Laura Burleson Negley, deceased.



Susan S. Paschall
Notary Public for the State
of Texas

STATE OF TEXAS §
 §
COUNTY OF BEXAR §

This instrument was acknowledged before me this 19th day of August, 2003, by William Negley, as Life Tenant with Power of Sale pursuant to the provisions of Deed recorded under Volume 270, Page 350, Hays County Deed Records.



Susan S. Paschall
Notary Public for the State of
Texas

AFTER RECORDING, PLEASE RETURN TO:

Akin, Gump, Strauss, Hauer & Feld, L.L.P.
300 Convent Street, Suite 1500
San Antonio, Texas 78205
Attn: Ami E. Gordon

EXHIBIT "A"

METES AND BOUNDS DESCRIPTION

1170.2 ACRES OF LAND, ALL IN HAYS COUNTY, TEXAS, COMMONLY KNOWN AS THE NEGLEY RANCH, BEING SURVEYED BY RALPH HARRIS SURVEYOR, P.C. AND BEING DESCRIBED IN TRACTS 2, 4, AND 5 INCLUSIVE AS FOLLOWS:

TRACT 2

983.99 ACRES OF LAND OUT OF THE M. M. MCCARVER LEAGUE NO. 4 IN HAYS COUNTY, TEXAS, BEING ALL OF THOSE CERTAIN TRACTS OF LAND CONVEYED TO NEGLEY AS FOLLOWS:

- 51.1 ACRES RECORDED IN VOLUME 119, PAGE 517
- 51.2 ACRES RECORDED IN VOLUME 117, PAGE 288
- 51.3 ACRES RECORDED IN VOLUME 117, PAGE 288
- 51.2 ACRES RECORDED IN VOLUME 124, PAGE 447
- 51.3 ACRES RECORDED IN VOLUME 123, PAGE 545

AND BEING A PORTION OF THOSE TRACTS OF LAND AS CONVEYED TO NEGLEY AS FOLLOWS:

- 211 ACRES RECORDED IN VOLUME 116, PAGE 209
- 100 ACRES RECORDED IN VOLUME 116, PAGE 209
- 331 ACRES RECORDED IN VOLUME 117, PAGE 288
- 28 ACRES RECORDED IN VOLUME 125, PAGE 69
- 38.7 ACRES RECORDED IN VOLUME 127, PAGE 139
- 25.9 ACRES RECORDED IN VOLUME 124, PAGE 477
- 11 ACRES RECORDED IN VOLUME 127, PAGE 139
- 201.14 ACRES RECORDED IN VOLUME 185, PAGE 402

ALL OF RECORD IN THE HAYS COUNTY DEED RECORDS, SAID 983.99 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING, at a 1/2" rebar set at the northwest intersection of County Road No. 171 and the Missouri-Pacific Railroad for the southeast corner and POINT OF BEGINNING hereof, from which Point Of Beginning the southwest corner of the herein described Tract 1 bears N 89° 55' 35" E 206.51 feet

THENCE, with the north R.O.W. line of County Road No. 171 (average 42' fenced R.O.W.) the south line of said 100 acre Negley tract and the south line of said 331 acre Negley tract as found fenced and used upon the ground the following 4 calls:

S 89° 25' 16" W passing at 2.45 feet the approximate centerline of a gas pipeline (as evidenced by stakes set by the Valero Gas Company) the easement for which as granted to the L.C.R.A. is recorded in Volume 254, Page 251 of the Hays County Deed Records and continuing on the same course for a total distance of 3643.95 feet to a 60D nail set in fence post for an angle point hereof

EXHIBIT "A"

METES AND BOUNDS DESCRIPTION
CONT. PAGE 2

S 88° 14' 14" W 1299.23 feet to a 1/2" rebar set for an angle point hereof

S 87° 47' 15" W 819.56 feet to a 1/2" rebar set for an angle point hereof

S 87° 08' 30" W 1241.83 feet to a concrete highway monument found at the intersection of the north R.O.W. line of County Road No. 171 and the east R.O.W. line of R.M. Hwy. No. 2770 for the southwest corner hereof

THENCE, with the east R.O.W. line of R.M. Hwy. 2770 (100' R.O.W.) the following 13 calls:

N 35° 59' 15" W 125.51 feet to a concrete highway monument found at a point of curvature of a curve to the right

Along said curve to the right whose central angle is 04° 45' 23", whose radius is 1859.86 feet, whose arc length is 154.40 feet and whose long chord bears N 13° 58' 00" E 154.35 feet to a concrete highway monument found at the end of said curve

N 16° 15' 03" E 617.68 to a concrete highway monument found at the point of curvature of a curve to the left

Along said curve to the left whose central angle is 05° 49' 10", whose radius is 2914.79 feet whose arc length is 296.05 feet and whose long chord bears N 13° 22' 28" E 295.93 feet to a concrete highway monument found at the end of said curve

N 10° 26' 02" E 1260.09 feet to a concrete highway monument found at the point of curvature of a curve to the right

Along said curve to the right whose central angle is 02° 41' 05", whose radius is 5680.59 feet, whose arc

EXHIBIT "A"

METES AND BOUNDS DESCRIPTION
CONT. PAGE 3

length is 266.12 feet and whose long chord bears
N 11° 46' 57" E 266.10 feet to a concrete highway
monument found at the end of said curve

N 13° 07' 35" E 554.80 feet to a concrete highway
monument found at the point of curvature of a curve
to the right

Along said curve to the right whose central angle is
06° 47' 29", whose radius is 2814.79 feet, whose arc
length is 333.65 feet, and whose long chord bears
N 16° 29' 50" E 333.45 feet to a concrete highway
monument found at the end of said curve

N 19° 54' 45" E 1612.78 feet to a concrete highway
monument found at the point of curvature of a curve to the
left

Along said curve to the left whose central angle is
02° 16' 57", whose radius is 5779.58 feet, whose arc
length is 230.24 feet, and whose long chord bears
N 18° 44' 45" E 230.22 feet to a concrete highway
monument found at the end of said curve

N 17° 37' 49" E passing at 256 feet the approximate
centerline of the afore mentioned gas pipeline (as
evidenced by stakes set by Valero Gas Company),
passing at 699.22 feet and 3.28 feet left a State
Highway Department Satellite Station marker
S 1060165, whose grid azimuth to the "Lone
Man Microwave Tower" visible on the horizon to the
west, northwest is 100° 00' 14" (bearing basis used for
this survey), and continuing on the same course of
N 17° 37' 49" E for a total distance of 1341.81 feet
to a concrete highway monument found at engineers
centerline station 199+53.99 and being the point of
curvature of a curve to the right

Along said curve to the right whose central angle is
24° 37' 05", whose radius is 1095.92 feet, whose arc
length is 470.88 feet, and whose long chord bears
N 29° 55' 08" E 467.26 feet to a concrete highway
monument found at the end of said curve

N 42° 12' 35" E 285.38 feet to a 1/2" rebar set in
in the occupied north line of said 201.14 acre Negley
tract being the occupied south line of that certain 348
acre tract of land known as Lot 2 by deed of partition
of record in Volume 34, Page 313 of the Hays County Deed
Records, said Lot 2 as conveyed to R. C. Barton of
record in Volume 178, Page 282 of the Hays County Deed
Records for the northwest corner hereof from which point
a concrete highway monument found bears N 42° 12' 35" E
813.10 feet

EXHIBIT "A"

METES AND BOUNDS DESCRIPTION
CONT. PAGE 4

THENCE, with the north line of said 201.14 acre Negley tract and the south line of said 348 acre R. C. Barton tract as found fenced and used upon the ground the following 2 calls:

N 88° 40' 14" E 1197.12 feet to a 2" iron pipe found at a fence corner

S 01° 16' 00" E 870.05 feet to a 1/2" rebar found at a fence corner at the most southerly southwest corner of said R. C. Barton tract for an ell corner hereof

THENCE continuing with the north line of said 201.14 acre Negley tract, the south line of said R. C. Barton tract and the south line of that certain 97.38 acre tract of land conveyed to Meditex Development Corp. of record in Volume 432, Page 555 of the Hays County Deed Records as found fenced and used upon the ground N 88° 41' 49" E 3747.10 feet to a 1/2" rebar set at the occupied northeast corner of said 201.14 acre Negley tract, being the most westerly northwest corner of that certain tract of land conveyed to J. D. Meador being Lot 3 of said Partition deed of record in Volume 24, Page 313 of the Hays County Deed Records for an angle point hereof

THENCE, with the east line of said 201.14 acre Negley Tract and the west line of said J. D. Meador tract as found fenced and used upon the ground S 01° 23' 20" E 1296.55 feet to a 1/2" rebar set at the occupied southeast corner of said 201.14 acre Negley tract, being the most southerly southwest corner of said J. D. Meador tract and being in the occupied north line of said 211 acre Negley tract, for an ell corner hereof

THENCE, with the north line of said 211 acre Negley tract and the south line of said J. D. Meador tract as found fenced and used upon the ground N 88° 50' 15" E 1022.96 feet to a 1/2" rebar set on the west R.O.W. line of the Missouri-Pacific Railroad, for the northeast corner hereof

THENCE, with the west R.O.W. line of the Missouri-Pacific Railroad (this line being 100.00 feet west of and parallel with the centerline of the tracks) S 14° 01' 32" W 2474.39 feet to a 1/2" rebar set on the south line of said 211 acre Negley tract, being the north line of the 118.2 acre Negley tract above mentioned in Tract 1, for an ell corner hereof

THENCE, with the south line of said 211 acre Negley tract the north line of said 118.2 acre Negley tract and continuing with the west R.O.W. line of the Missouri-Pacific Railroad S 88° 50' 15" W 378.23 feet to a 1/2" rebar set at the northwest corner of said 118.2 acre Negley tract, being the northeast corner of said 100 acre Negley tract, for an angle point hereof

EXHIBIT 'A'

METES AND BOUNDS DESCRIPTION
CONT. PAGE 5

THENCE, with the west line of said 118.2 acre Negley tract, the east line of said 100 acre Negley tract and continuing with the west R.O.W. line of the Missouri-Pacific Railroad S 00° 09' 45" E 1693.23 feet to a 1/2" rebar set for an angle point hereof

THENCE, continuing with the west R.O.W. line of the Missouri-Pacific Railroad (this line being 50.00 feet west of and parallel with the centerline of the tracks) S 14° 01' 32" W 842.55 feet to the POINT OF BEGINNING and containing 983.99 acres of land, more or less.

SAVE AND EXCEPT ROW 1626:

28.91 ACRES OF LAND IN THE M. M. MCCARVER SURVEY NO. 4, ABSTRACT NO. 10, HAYS COUNTY, TEXAS; BEING A PORTION OF THE FOLLOWING FOUR TRACTS: TRACT ONE BEING THAT CALLED 201.14 ACRE TRACT CONVEYED TO LAURA B. NEGLEY BY DEED OF RECORD IN VOLUME 185, PAGE 402, DEED RECORDS OF HAYS COUNTY, TEXAS (D.R.H.C.TX.), TRACT TWO BEING A CALLED 51.3 ACRE TRACT CONVEYED TO LAURA BURLESON NEGLEY BY DEED OF RECORD IN VOLUME 117, PAGE 288, (FIRST TRACT) D.R.H.C.TX., TRACT THREE BEING A CALLED 51.2 ACRE TRACT CONVEYED TO LAURA BURLESON NEGLEY BY DEED OF RECORD IN VOLUME 117, PAGE 288, (FIRST TRACT) D.R.H.C.TX. AND TRACT FOUR BEING CONVEYED TO LAURA BURLESON NEGLEY BY DEED OF RECORD IN VOLUME 117, PAGE 288, (SECOND TRACT) D.R.H.C.TX, SAID 28.91 ACRE TRACT, AS SHOWN ON THE ACCOMPANYING SKETCH, BEING A PORTION OF THE PROPOSED RIGHT-OF-WAY (ROW) FOR FM 1626, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2-inch iron rod found for the northwest corner of said Laura B. Negley 201.14 acre Tract One and being the southwest corner of a called 10 acre tract of land conveyed to Texas Lehigh Cement Company (T.L.C.C.), designated as Tract I, of record in Volume 609, Page 843, Real Property Records Hays County, Texas (R.P.R.H.C.TX.);

THENCE N 88° 06' 51" E, with the north line of said Tract One, being the south line of said T.L.C.C. 10 acre tract and with the south line of a 20 acre tract of land conveyed to T.L.C.C., designated as Tract III, of record in Volume 609, Page 843, R.P.R.H.C.TX., a distance of 715.24 feet to 1/2-inch iron rod found for the southeast corner of the said T.L.C.C. 20 acre tract same being the southwest corner of a 97.38 acre tract conveyed to T.L.C.C., designated as Tract IV, of record in Volume 609, Page 843, R.P.R.H.C.TX;

THENCE N 88° 08' 15" E, with the south boundary line of said 97.38 acre tract and being the north line of said Tract One, a distance of 301.20 feet to a calculated point in the proposed west

EXHIBIT 'A'

METES AND BOUNDS DESCRIPTION
CONT. PAGE 6

ROW line of said FM 1626 for the northwest corner and **POINT OF BEGINNING** of the tract described herein;

THENCE N 88° 08' 15" E, crossing said proposed ROW of said F.M. 1626 and with said common line of said Tract One and said 97.38 acre tract, a distance of 200.03 feet to a calculated point for the northeast corner of the tract described herein;

THENCE crossing said Tracts One, Three and Four and with the proposed east ROW line of said F.M. 1626 the following seven (7) courses and distances:

1. with a curve to the left having a radius of 2,764.79 feet, an arc distance of 899.20 feet, a chord bearing of S 12° 13' 49" E and a chord distance of 895.24 feet to a calculated point of tangency;
2. S 21° 32' 51" E, at a distance of approximately 458 feet pass the south line of said Tract One and being the north line of said Tract Three, continuing for a total distance of 1,391.42 feet to a calculated point of curvature of a curve to the right having a radius of 2,964.79 feet,
3. with said curve to the right an arc distance of 1,306.85 feet and having a chord bearing of S 08° 55' 11" E, a chord distance of 1,296.30 feet to a calculated point of tangency,
4. S 03° 42' 29" W, at a distance of approximately 227 feet pass the south line of said Tract Three, being the north line of said Tract Four, at approximately 919 feet pass the north line of a called 100-foot wide ROW agreement with the Lower Colorado River Authority (L.C.R.A.) of record in Volume 254, Page 254, D.R.H.C.TX., and continuing a total distance of 1,925.38 feet to a calculated point of curvature of a curve to the left having a radius of 2,764.78 feet,
5. with said curve to the left an arc distance of 355.80 feet and having a chord bearing of S 00° 01' 17" W, a chord distance of 355.55 feet to a calculated point of tangency,
6. S 03° 39' 55" E, a distance of 355.99 feet to a calculated point for an angle point in the east line of the tract described herein, and
7. S 47° 23' 20" E, a distance of 72.34 feet to a calculated point for the southeast corner of the tract described herein and being in the north ROW line, as fenced, of Hays County Road 171 (HCR 171) same being the south line of said Tract Four;

THENCE S 88° 51' 11" W, with said north ROW line of HCR 171 and said south line of Tract Four, a distance of 300.29 feet to a calculated point for the southwest corner of the tract described herein and being in the proposed west ROW line of FM 1626;

EXHIBIT 'A'

METES AND BOUNDS DESCRIPTION
CONT. PAGE 7

THENCE leaving said north ROW line of HCR 171, with said proposed west ROW line of FM 1626 and crossing said Tracts Four through One the following seven (7) courses and distance;

1. N 42° 46' 53" E, a distance of 68.99 feet to a calculated point for an angle point in the west line of the tract described herein,
2. N 03° 39' 55" W, a distance of 347.54 feet to a calculated point of curvature of a curve to the right having a radius of 2,964.78 feet,
3. with said curve to the right an arc distance of 381.54 feet, a chord bearing of N 00° 01' 17" E and a chord distance of 381.27 feet to a calculated point of tangency,
4. N 03° 42' 29" E, at a distance of approximately 1,171 feet pass said north line of the said L.C.R.A. ROW, at a distance of approximately 1,680 feet pass the south line of said Tract Three, and continuing for a total distance of 1,925.38 feet to a calculated point of curvature of a curve to the left having a radius of 2,764.79 feet,
5. with said curve to the left an arc distance of 1,218.69 feet and having a chord bearing of N 08° 55' 11" W and a chord distance of 1,208.85 feet to a calculated point of tangency,
6. N 21° 32' 51" W, at a distance of approximately 803 feet pass the west line of said Tract Three and being the east line of said Tract Two, at a distance of approximately 1005 feet pass the north line of said Tract Two, being the south line of said Tract One, continuing for a total distance of 1,391.42 feet to a calculated point of curvature of a curve to the right having a radius of 2,964.79 feet, and
7. with said curve to the right an arc distance of 967.91 feet, a chord bearing of N 12° 11' 41" W and a chord distance of 963.62 feet to the POINT OF BEGINNING and containing 28.91 acres of land, more or less.

BEARING BASIS: Bearings recited herein are Texas Coordinate System, South Central Zone, NAD83, Grid (the foregoing tract and parcel of land is sometimes hereinafter referred to as the "Property").

EXHIBIT "A"

METES AND BOUNDS DESCRIPTION
CONT. PAGE 8

SAVE AND EXCEPT THE WELL YARD:

A portion of land containing 1.016 acres of land, more or less, out of the Henry Loller Survey No 19. Recorded in Vol. 1336, Page 515, Hays County Deed Records.

Commencing at a Tx.D.O.T. marker on the R.O.W. of F.M. 2770 and County Road 171

Thence N 84°46'28" E for a distance of 3337.91 feet to a point on the R.O.W. of County Road 171 and the POINT OF BEGINNING;

Thence N 01°02'15" W for a distance of 260.82 feet to an angle point;

Thence N 88°57'45" E for a distance of 170.00 feet to an angle point;

Thence S 01°02'15" E for a distance of 259.84 feet to an angle point on said R.O.W. of County Road 171

Thence S 88°37'57" W for a distance of 170.00 feet along said R.O.W. to the Point of Beginning.

Recorder's Note:
ORIGINAL DOCUMENT ILLEGIBLE

EXHIBIT "A"

METES AND BOUNDS DESCRIPTION
CONT. PAGE 9

SAVE AND EXCEPT:

DESCRIPTION OF 10.00 ACRES OF LAND IN THE M.M. MCCARVER LEAGUE, SURVEY NO. 4, A-10, AND THE JOHN COOPER SURVEY, A-100, HAYS COUNTY, TEXAS; BEING A PORTION OF THE REMAINDER OF THAT CERTAIN TRACT OF LAND DESCRIBED IN A DEED TO LAURA BURLESON NEGLELY OF RECORD IN VOLUME 117, PAGE 288, DEED RECORDS OF HAYS COUNTY, TEXAS; SAID 10.00 ACRE TRACT OF LAND, AS SHOWN ON LOOMIS AUSTIN, INC. PLAN NO. 2085, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2-inch iron rod with plastic cap stamped "LAI" set at the intersection of the east right-of-way (ROW) line of FM 2770 with the north ROW line of Hays County Road 171, being the southwest corner of said Negley tract;

THENCE with the north line of said County Road 171, same being the south line of said Negley tract, the following six (6) courses and distances:

1. S 87° 02' 08" E a distance of 294.17 feet to a 1/2-inch iron rod with plastic cap stamped "LAI" set for an angle point,
2. S 64° 15' 42" E a distance of 30.92 feet to a 1/2-inch iron rod with plastic cap stamped "LAI" set for an angle point,
3. N 87° 03' 42" E a distance of 935.83 feet to a 1/2-inch iron rod with plastic cap stamped "LAI" set for an angle point,
4. N 87° 08' 40" E a distance of 819.54 feet to a 1/2-inch iron rod with plastic cap stamped "LAI" set for an angle point,
5. N 87° 34' 40" E a distance of 1,299.21 feet to a 1/2-inch iron rod with plastic cap stamped "LAI" set for an angle point, and
6. N 88° 54' 08" E a distance of 630.90 feet to a 1/2-inch iron rod with plastic cap stamped "LAI" set for the most southern southwest corner and POINT OF BEGINNING of the tract described herein;

THENCE leaving the north line of said County Road 171 and crossing said Negley tract the following nine (9) courses and distances:

1. N 01° 06' 44" W a distance of 230.58 feet to a 1/2-inch iron rod with plastic cap stamped "LAI" set for an ell corner of the tract described herein,
2. S 88° 53' 16" W a distance of 167.83 feet to a 1/2-inch iron rod with plastic cap stamped "LAI" set for the most western southwest corner of the tract described herein,
3. N 01° 06' 44" W a distance of 304.50 feet to a 1/2-inch iron rod with plastic cap stamped "LAI" set for the most western northwest corner of the tract described herein,

Recorder's Note:
ORIGINAL DOCUMENT ILLEGIBLE

EXHIBIT "A"

METES AND BOUNDS DESCRIPTION
CONT. PAGE 10

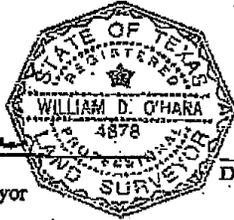
4. N 88° 53' 16" E a distance of 187.46 feet to a 1/2-inch iron rod with plastic cap stamped "LAI" set for an ell corner of the tract described herein,
5. N 01° 06' 44" W a distance of 48.00 feet to a 1/2-inch iron rod with plastic cap stamped "LAI" set for an ell corner of the tract described herein,
6. N 88° 53' 16" E a distance of 89.05 feet to a 1/2-inch iron rod with plastic cap stamped "LAI" set for an ell corner of the tract described herein,
7. N 00° 32' 48" W a distance of 107.58 feet to a 1/2-inch iron rod with plastic cap stamped "LAI" set for the most northern northwest corner of the tract described herein,
8. N 88° 50' 25" E a distance of 465.45 feet to a 1/2-inch iron rod with plastic cap stamped "LAI" set for northeast corner of the tract described herein, and
9. S 01° 06' 44" E a distance of 691.18 feet to a 1/2-inch iron rod with plastic cap stamped "LAI" set in the north line of said County Road 171 for the southeast corner of the tract described herein;

THENCE S 88° 54' 08" W, with the north line of said County Road 171, a distance of 575.20 feet to the POINT OF BEGINNING and containing 10.00 acres of land, more or less.

BEARING BASIS: Texas Coordinate System, South Central Zone, NAD 83, Grid.

I hereby certify that this description was prepared from an actual survey made on the ground by Loomis Austin, Inc. during the months of April to July 2001, and February 2002, under my direction and supervision and is true and correct to the best of my knowledge.

William D. O'Hara
William D. O'Hara
Registered Professional Land Surveyor
No. 4878 - State of Texas



2-28-02
Date

Recorder's Note:
ORIGINAL DOCUMENT ILLEGIBLE

EXHIBIT "A"

METES AND BOUNDS DESCRIPTION
CONT. PAGE 11

Tract 4

185.77 ACRES OF LAND OUT OF THE JOHN COOPER SURVEY NO. 13, THE JESSE DAY SURVEY NO. 162, THE JESSE DAY SURVEY, THE THOMAS ALLEN SURVEY NO. 1 AND THE JOHN KING SURVEY NO. 20 IN HAYS COUNTY, TEXAS, AND BEING ALL OF THOSE TRACTS OF LAND CONVEYED TO NEGLEY AS FOLLOWS:

151 ACRES OF RECORD IN VOLUME 133, PAGE 148

35 ACRES OF RECORD IN VOLUME 137, PAGE 574

ALL OF RECORD IN THE HAYS COUNTY DEED RECORDS, SAID 185.77 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at the southeast intersection of County Road No. 171 and the Missouri-Pacific Railroad, being the northwest corner of said 151 acre Negley tract, for the northwest corner and POINT OF BEGINNING hereof, from which point of beginning the southwest corner of the herein described Tract 1 bears N 71° 48' 57" E 153.99 feet

THENCE, with the south R.O.W. line of County Road No. 171 (averaged fenced R.O.W. being 42') and the north line of said 151 acre and 35 acre Negley tracts as found fenced and used upon the ground the following 4 calls:

N 89° 17' 28" E 3106.53 feet to a 1/2" rebar set for an angle point hereof

N 89° 43' 51" E 400.45 feet to a 60-D nail set in a hackberry tree for an angle point hereof

N 89° 34' 30" E 309.22 feet to a 1/2" rebar set for an angle point hereof

S 21° 02' 41" E 12.52 feet to a 1/2" rebar set on the west R.O.W. line of County Road No. 210 for the northeast corner hereof

EXHIBIT "A"

METES AND BOUNDS DESCRIPTION
CONT. PAGE 12

THENCE, with the west R.O.W. line of County Road 210 (R.O.W. varies) and the east line of said 35 acre Negley tract as found fenced and used upon the ground the following 3 calls:

S 00° 58' 29" W 492.71 feet to a 1/2" rebar set for an angle point hereof

S 09° 25' 53" W 965.98 feet to a 1/2" rebar set for an angle point hereof

S 14° 16' 52" W 229.23 feet to a 1/2" rebar found at the southeast corner of said 35 acre Negley tract being the northeast corner of that certain tract of land described in deed to J. A. Burton in Volume 366, Page 215 of the Hays County Deed Records for the southeast corner hereof

THENCE, with the south line of said 35 acre Negley tract and the north line said J. A. Burton tract as found fenced and used upon the ground the following 2 calls:

N 66° 36' 49" W for a distance of 1130.44 feet to a 60D nail set for an angle point hereof

N 66° 34' 22" W 353.85 feet to a 1/2" rebar set at a fence corner occupying the southwest corner of said 35 acre Negley tract being in the southeast line of said 151 acre Negley tract and being the northwest corner of said J. A. Burton tract for an ell corner hereof

EXHIBIT "A"

METES AND BOUNDS DESCRIPTION
CONT. PAGE 13

THENCE, with the southeast line of said 151 acre Negley tract and the northwest line of said J. A. Burton tract as found fenced and used upon the ground S 46° 37' 31" W passing at 899 feet the approximate centerline of a gas pipeline (as evidenced by stakes set by the Valero Gas Company) the easement for which as granted to the L.C.R.A. is recorded in Volume 254, Page 254 of the Hays County Deed Records and continuing on the same course for a total distance of 4063.40 feet to a 1/2" rebar set on the east R.O.W. line of the Missouri-Pacific Railroad, being the south corner of said 151 acre Negley tract, for the south corner hereof

THENCE with the east line of the Missouri-Pacific Railroad (This line being 20.00 feet east of and parallel with the centerline of the tracks), and the west line of said 151 acre Negley the following 3 calls:

N 09° 35' 53" E 2797.00 feet to a 1/2" rebar set at the point of curvature of a curve to the right

Along said curve to the right whose central angle is 04° 25' 39", whose radius is 5709.65 feet, whose arc length is 441.20 feet and whose long chord bears N 11° 48' 43" E 441.09 feet to a 1/2" rebar set at the end of said curve

N 14° 01' 32" E passng at 655 feet the approximate centerline of the afore mentioned gas pipeline (as evidenced by stakes set by Valero Gas Company) and continuing on the same course for a total distance of 668.33 feet to the POINT OF BEGINNING and containing 185.77 acres of land more or less.

AS SURVEYED BY:
RALPH HARRIS SURVEYOR INC.

James M. Grant
JAMES M. GRANT
REG. PUBLIC SURVEYOR NO. 1919
1406 Hether
Austin, Texas 78704
February 14, 1986



Updated: October 21, 1987

E16:negley05.fn
E16:negley04.fn

EXHIBIT "A"

METES AND BOUNDS DESCRIPTION
CONT. PAGE 14

TRACT 5

0.44 ACRES OF LAND OUT OF THE HENRY LOLLAR SURVEY, IN HAYS COUNTY, TEXAS, BEING SURVEYED BY RALPH HARRIS SURVEYOR, P.C. AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 60-D nail set in a fence post on the east r.o.w. line of R.M. Highway No. 2770 at the southwest corner of that certain 214.661 acre tract of land as conveyed to Richard V. W. Negley in Volume 275, Page 103 of the Hays County Deed Records, for the northwest corner and POINT OF BEGINNING hereof, from which point of beginning a concrete highway monument found at engineers station 286+58.38 bears N 05° 13' 41" W 939.55 feet

THENCE with the south line of said 214.661 acre Negley tract as found fenced and used upon the ground S 46° 15' 17" E 130.24 feet to a 1/2" rebar set at the northwest corner of that certain 262.33 acre tract of land as conveyed to Richard V.W. Negley in Volume 133, Page 147 of the Hays County Deed Records, for the northeast corner hereof

THENCE with the west line of said 262.33 acre Negley tract S 11° 09' 17" W 424.33 feet to a 60-D nail set in a fence post on the east r.o.w. line of R.M. Highway No. 2770 for the south corner hereof

THENCE with the east r.o.w. line of R.M. Highway No. 2770 as found fenced and used upon the ground the following 2 calls:

N 02° 19' 26" E 247.29 feet to a 60-D nail set in a fence post for an angle point hereof

N 04° 51' 20" W 260.21 feet to the POINT OF BEGINNING and containing 0.44 acres more or less.

AS SURVEYED BY:
RALPH HARRIS SURVEYOR, P.C.

James M. Grant

JAMES M. GRANT
REG. PUB. SURVEYOR NO. 1919
1406 Hether
Austin, Texas 78704
February 18, 1986



FILED AND RECORDED
OFFICIAL PUBLIC RECORDS
On: Aug 25, 2003 at 12:49P

Document Number: 03027104
Amount 41.00

Lee Carlisle
County Clerk
By
Rose Robinson, Deputy
Hays County

15:Lollar.044

UPDATED: OCTOBER 21, 1987



CITY OF KYLE, TEXAS

Utility Lots and Townhome Code Amendment

Meeting Date: 11/16/2021

Date time: 7:00 PM

Subject/Recommendation: *(First Reading)* An ordinance amending Chapter 41 (Subdivisions) of the City of Kyle, Texas, for the purpose of modifying Section 41-136 - Lots and Chapter 53 (Zoning) of the City of Kyle, Texas, for the purpose of modifying Section 53-143 - Site Development Regulations (Townhomes); Authorizing the City Secretary to amend the City of Kyle Code of Ordinances so as to reflect this change; providing for publication and effective date; providing for severability; and ordaining other provisions related to the subject matter hereof; finding and determining that the meeting at which this ordinance was passed was open to the public as required by law. ~ *William Atkinson, City Planner*

Planning and Zoning Commission voted 5-0 to recommend approval.

- Public Hearing

Other Information: See attachments.

Legal Notes: N/A

Budget Information: N/A

ATTACHMENTS:

Description

- Staff Memo
- Draft Amendment
- Ordinance With Exhibit



CITY OF KYLE

Community Development Department



MEMORANDUM

TO: Mayor & Council

FROM: Will Atkinson – City Planner

DATE: Tuesday, November 16, 2021

SUBJECT: Creation of Utility Lots (Sec. 41-136(g)) and Revision to Sec. 53-143(5) *Garages*

REQUEST

Consider request to create subsection “g” of Sec. 41-136 (Utility Lots) and revise Sec. 53-143(5)(a) *Garages* (Townhome zoning district) of the City of Kyle Subdivision Code and Zoning Code.

SUMMARY OF THE AMENDMENTS

Regarding Sec. 41-136(g) (Utility Lots)

For some time, both the Public Works and Planning Department have had a shared interest in amending the City of Kyle’s subdivision code to include “utility lots”. Currently our development code requires the minimum lot dimensions to match those of the zoning district. This means non-standard lots such as landscaping areas, gas easements, parks, etc, must be at least the minimum of the zoning district, and remain largely uniform in design (same width front to back and parallel side lot lines). This requirement tends to cause issues for typical non-standard lots, that are in almost every subdivision, and are expected.

Other than the Planning Department, Public Works (streets, water & wastewater), has provided the most encouragement regarding introducing this amendment. It is quite often that Public Works will require water lines to be looped between adjacent cul-de-sacs. This helps keep the lines cleaner, while minimizing flushing of water lines (large waste of water and staff time). When Public Works requires the looping of the water lines, currently an easement is required. Such an easement will typically overlay one or two lots, and said owner’s tend not to enjoy any maintenance of the water lines within their property (occasionally the line has to be dug up).

To avoid interfering with private landowner's use and enjoyment of the property, the creation of subsection "g" will allow the city to have it's own lot dedicated for looping of water lines. Additionally, the ordinance would give the City authority to require the developer to install appropriate fencing, and protect the utilities from encroachment. For clarification purposes, both developers and the City will be able to enjoy the advantage that the creation of this subsection would allow.

Regarding Sec. 53-143(5)(a) Garages

Per both the Planning Department's and City Council's push to encourage more diversification in housing types in Kyle, staff has recognized a reoccurring issue with design requirements of the R-1-T zoning district. The issue being that the minimum garage size requirement is four hundred eighty (480) square feet. As a side note, townhomes are defined as four attached, sided by side, single family residences.

Over the past couple of years, almost every time staff has encouraged the R-1-T zoning district, developers will look into it and turn it down due to the 480 square foot requirement. On it's own the large size of the garage is fine, however the minimum allowed dimensions on a townhome lot are 22-feet wide and 880 sq. ft and a maximum of 10 units per buildable acre. The code allows for some design to be front loaded, but to be able to comply with this requirement, the garage would take up almost all of the bottom floor and front face of the home. This, by default, would exclude a front door.

To better facilitate alley loaded design, or designs that reduce how much the garage door takes up of the front of the residence, staff is proposing eliminating both the requirement for garages and the minimum square footage rule. This will also reduce cost for construction. Additionally, staff is adding an allowance for alley loaded design, as Sec. 53-143(5)(a) doesn't currently allow for alley loaded design for the R-1-T district.

*To allay concerns regarding keeping minimum parking ratios, each unit will still need to provide an appropriate number of parking spaces per unit (2 space minimum, and an additional .5 spaces per each bedroom above 2).

RECOMMENDATION

Staff asks the Mayor & Council to support the code amendments by affirmative vote.

Sec. 41-136 – Lots.

(g) Utility Lots. Utility lots may be platted within subdivisions and minimum standards for lot width, area and uniformity are not required, per the zoning district (example: municipal & private utility access, gas lines, overhead electrical lines, pocket parks, landscape lots, trail head access, areas for grouping of mailboxes). Placement of utility lots are conditional upon staff review, and subdivision design should only allow utility lots where necessary. Where space constraints do not allow for utility lots, city staff may require an easement of appropriate size with a screening fence or wall protecting the easement and utilities from encroachment.

Sec. 53-143. - Site development regulations.

The site development regulations as set forth in this section shall be exclusively applicable to residential townhouses, district R-1-T, and in addition to those in chart 1 in [section 53-33\(k\)](#):

(1) *Density*. Maximum dwelling units per buildable acre is ten units.

(2) *Front yard*. There shall be a front yard having a depth of not less than 15 feet extending from the property line of each individual lot to the nearest line of:

- a. The curblineline of any driveway or parking area;
- b. Any wall of any structure; or
- c. The boundary line of the property included within the townhouse development whichever is closer.

(3) *Side yard*. No side yard shall be required for individual lots. There shall be a side yard setback of not less than 15 feet from the walls of any building, or accessory building, to the nearest boundary line of any property not included within the townhouse development.

(4) *Rear yard minimum setback*. There shall be a rear yard setback having a depth of not less than 15 feet from the rear most wall of the dwelling unit to the back property line, or, if a garage is at the rear of the property, 15 feet from the rear most wall of the dwelling to the nearest wall or roofline of the garage. No building or structure shall be located within 15 feet of the boundary line of any property not included within the townhouse development.

(5) *Garages*.

a. Garages are ~~required~~ [allowed](#) within the boundaries of the development site and must be one of the following designs:

1. Detached with a minimum setback of five feet from the front wall of the home facing front property line;
2. May be attached and must not protrude forward of the front or side wall of the home facing the front or any side property line; or

3. May be attached and meet minimum front setback requirements, but must face side property line.

4. May be at rear of residence, either attached or detached with garage opening facing the side or rear property line. If detached, the garage will follow Sec. 53-33(r) *Accessory Structures* regardless of setback requirements within this subsection.

~~Each dwelling unit must have a garage, which must be designed and constructed with a minimum of 480 square feet per dwelling unit, and may be located on or reasonably adjacent to the development lot.~~

b. A minimum of two off-street parking spaces shall be provided for each living unit. All off-street parking and driveways shall be improved with all-weather asphalt, concrete, or paving stones, and in the case of open parking, curb and gutter.

c. No curblines of a driveway or parking area shall be less than five feet from the nearest boundary line of any property not within the townhouse development.

(6) *Approved materials.* All buildings and structures, garages, and/or accessory buildings constructed within this district must have all four sides composed of 100 percent brick, stone, hardiplank or other approved masonry product.

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 41 (SUBDIVISIONS) OF THE CITY OF KYLE, TEXAS, FOR THE PURPOSE OF MODIFYING SECTION 41-136 – LOTS AND CHAPTER 53 (ZONING) OF THE CITY OF KYLE, TEXAS, FOR THE PURPOSE OF MODIFYING SECTION 53-143 – SITE DEVELOPMENT REGULATIONS (TOWNHOMES); AUTHORIZING THE CITY SECRETARY TO AMEND THE CITY OF KYLE CODE OF ORDINANCES SO AS TO REFLECT THIS CHANGE; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE; PROVIDING FOR SEVERABILITY; AND ORDAINING OTHER PROVISIONS RELATED TO THE SUBJECT MATTER HEREOF; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE WAS PASSED WAS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF KYLE, TEXAS, THAT:

SECTION 1. That Sections 41-136, 53-143 of the City of Kyle adopted in Chapter 41 (Subdivisions) & Chapter 53 (Zoning) be and the same is hereby amended as shown on the code section labeled Exhibit A.

SECTION 2. That the City Secretary is hereby authorized and directed to amend Sections 41-136 & 53-143 in the Code of Ordinances of the City of Kyle, as shown in Exhibit A and by proper endorsement indicate the authority for said notation.

SECTION 3. If any provision, section, sentence, clause, or phrase of this Ordinance, or the application of same to any person or set of circumstances is for any reason held to be unconstitutional, void or invalid (or for any reason unenforceable), the validity of the remaining portions of this Ordinance or the application to such other persons or sets of circumstances shall not be affected hereby, it being the intent of the City Council of the City of Kyle in adopting this Ordinance, that no portion hereof or provision contained herein shall become inoperative or fail by reason of any unconstitutionality or invalidity of any other portion or provision.

SECTION 4. This Ordinance shall be published according to law and shall be and remain in full force and effect from and after the date of publication.

SECTION 5. It is hereby officially found and determined that the meeting at which this ordinance was passed was open to the public as required by law.

READ, CONSIDERED, PASSED AND APPROVED ON FIRST READING by the City Council of Kyle at a regular meeting on the ____ day of _____, 2021, at which a quorum was present and for which due notice was given pursuant to Section 551.001, et. Seq. of the Government Code.

READ, CONSIDERED, PASSED AND APPROVED ON SECOND AND FINAL READING by the City Council of Kyle at a regular meeting on the ____ day of _____, 2021, at which a quorum was present and for which due notice was given pursuant to Section 551.001, et. Seq. of the Government Code.

APPROVED this _____ day of _____, 2021.

ATTEST:

Jennifer Holm, City Secretary

Travis Mitchell, Mayor

Exhibit A

Sec. 41-136 – Lots.

(g) *Utility Lots.* Utility lots may be platted within subdivisions and minimum standards for lot width, area and uniformity are not required, per the zoning district (example: municipal & private utility access, gas lines, overhead electrical lines, pocket parks, landscape lots, trail head access, areas for grouping of mailboxes). Placement of utility lots are conditional upon staff review, and subdivision design should only allow utility lots where necessary. Where space constraints do not allow for utility lots, city staff may require an easement of appropriate size with a screening fence or wall protecting the easement and utilities from encroachment.

Sec. 53-143. - Site development regulations.

The site development regulations as set forth in this section shall be exclusively applicable to residential townhouses, district R-1-T, and in addition to those in chart 1 in [section 53-33\(k\)](#):

(1) *Density.* Maximum dwelling units per buildable acre is ten units.

(2) *Front yard.* There shall be a front yard having a depth of not less than 15 feet extending from the property line of each individual lot to the nearest line of:

- a. The curblines of any driveway or parking area;
- b. Any wall of any structure; or
- c. The boundary line of the property included within the townhouse development whichever is closer.

(3) *Side yard.* No side yard shall be required for individual lots. There shall be a side yard setback of not less than 15 feet from the walls of any building, or accessory building, to the nearest boundary line of any property not included within the townhouse development.

(4) *Rear yard minimum setback.* There shall be a rear yard setback having a depth of not less than 15 feet from the rear most wall of the dwelling unit to the back property line, or, if a garage is at the rear of the property, 15 feet from the rear most wall of the dwelling to the nearest wall or roofline of the garage. No building or structure shall be located within 15 feet of the boundary line of any property not included within the townhouse development.

(5) *Garages.*

- a. Garages are allowed within the boundaries of the development site and must be one of the following designs:
 1. Detached with a minimum setback of five feet from the front wall of the home facing front property line;
 2. May be attached and must not protrude forward of the front or side wall of the home facing the front or any side property line; or

3. May be attached and meet minimum front setback requirements, but must face side property line.

4. May be at rear of residence, either attached or detached with garage opening facing the side or rear property line. If detached, the garage will follow Sec. 53-33(r) *Accessory Structures* regardless of setback requirements within this subsection.

b. A minimum of two off-street parking spaces shall be provided for each living unit. All off-street parking and driveways shall be improved with all-weather asphalt, concrete, or paving stones, and in the case of open parking, curb and gutter.

c. No curblines of a driveway or parking area shall be less than five feet from the nearest boundary line of any property not within the townhouse development.

(6) *Approved materials.* All buildings and structures, garages, and/or accessory buildings constructed within this district must have all four sides composed of 100 percent brick, stone, hardiplank or other approved masonry product.



CITY OF KYLE, TEXAS

Concrete Washout

Meeting Date: 11/16/2021

Date time: 7:00 PM

Subject/Recommendation: Consideration and possible action to adopt the concrete washout standard detail attached to this item. ~ *Kathy Roecker, Stormwater Management Plan Administrator*

Other Information: Adopting the concrete washout standard detail will give developers a unified standard to follow which will be more protective of the environment and stormwater runoff.

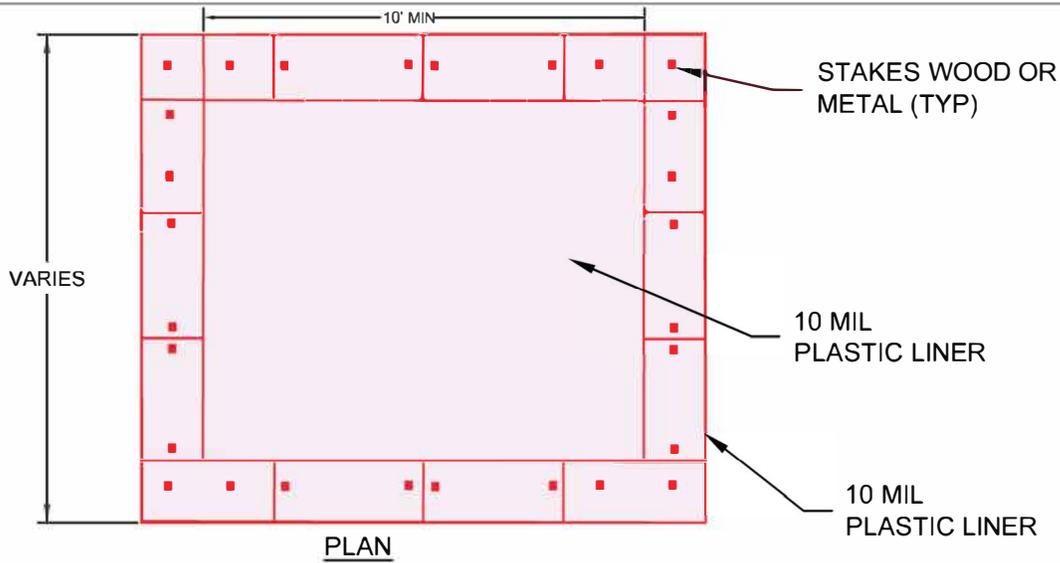
Legal Notes: N/A

Budget Information: N/A

ATTACHMENTS:

Description

- Concrete Washout Detail_City of Kyle



NOTES:

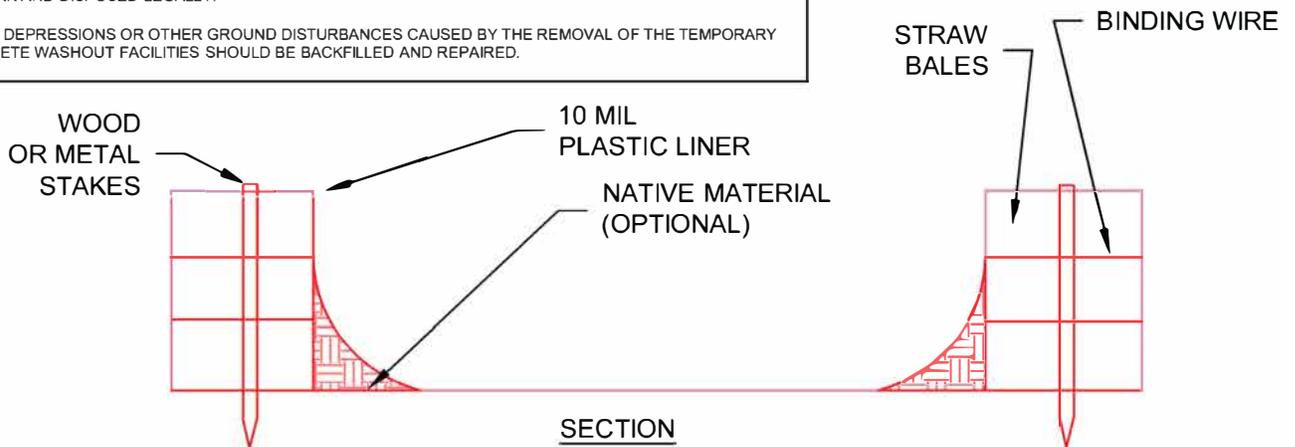
1. THE CITY RECOMMENDS PREFABRICATED CONCRETE WASHOUT CONTAINERS IF A PREFABRICATED CONCRETE WASHOUT CONTAINER IS NOT UTILIZED, THIS DETAIL IS REQUIRED.
2. DETAIL ABOVE ILLUSTRATES MINIMUM DIMENSIONS. PIT CAN BE INCREASE IN SIZE DEPENDING ON EXPECTED FREQUENCY OF USE.
3. WASHOUT PIT SHALL BE LOCATED IN AN AREA EASILY ACCESSIBLE TO CONSTRUCTION TRAFFIC.
4. WASHOUT PIT SHALL NOT BE LOCATED IN AREAS SUBJECT TO INUNDATION FROM STORMWATER RUNOFF.
5. LOCATE WASHOUT AREA AT LEAST 50 FT FROM SENSITIVE FEATURES, FLOODPLAIN, STORM DRAINS, OPEN DITCHES OR WATER BODIES.
6. TEMPORARY WASHOUT FACILITY SHOULD BE CONSTRUCTED WITH SUFFICIENT QUANTITY AND VOLUME TO CONTAIN ALL LIQUID AND CONCRETE WASTE GENERATED BY WASHOUT OPERATIONS.
7. THE CONCRETE WASHOUT SIGN SHALL BE INSTALLED WITHIN 30 FT OF THE TEMPORARY CONCRETE WASHOUT FACILITY.

MATERIALS:

PLASTIC LINING MATERIAL SHOULD BE MINIMUM OF 10 MIL IN POLYETHYLENE SHEETING AND SHOULD BE FREE OF HOLES, TEARS, OR OTHER DEFECTS THAT COMPROMISE THE IMPERMEABILITY OF THE MATERIAL.

MAINTENANCE:

1. WHEN TEMPORARY CONCRETE WASHOUT FACILITIES ARE NO LONGER REQUIRED FOR THE WORK, THE HARDENED CONCRETE SHOULD BE REMOVED AND DISPOSED OF LEGALLY.
2. MATERIALS USED TO CONSTRUCT TEMPORARY WASHOUT FACILITIES SHOULD BE REMOVED FROM THE SITE OF WORK AND DISPOSED LEGALLY.
3. HOLES, DEPRESSIONS OR OTHER GROUND DISTURBANCES CAUSED BY THE REMOVAL OF THE TEMPORARY CONCRETE WASHOUT FACILITIES SHOULD BE BACKFILLED AND REPAIRED.



	NTS	CONCRETE WASHOUT ABOVE GRADE	PROJECT: _____	1.0
			DRAWN: CITY OF KYLE	
			DATE: 11/2021	



CITY OF KYLE, TEXAS

Creation of City TIRZ's

Meeting Date: 11/16/2021

Date time: 7:00 PM

Subject/Recommendation: Authorize public hearings on the proposed creation of City TIRZ's and authorize City staff to prepare and file with the City Secretary's Office TIRZ Preliminary Project Plans.
~ *J. Scott Sellers, City Manager*

Other Information:

Legal Notes:

Budget Information:

ATTACHMENTS:

Description

No Attachments Available



CITY OF KYLE, TEXAS

ADA accessible lectern

Meeting Date: 11/16/2021

Date time: 7:00 PM

Subject/Recommendation: Discussion and possible direction on redesigning layout of Council Chambers to accommodate an ADA accessible lectern. ~ *Samantha Armbruster, Director of Communications*

Other Information:

Legal Notes:

Budget Information:

ATTACHMENTS:

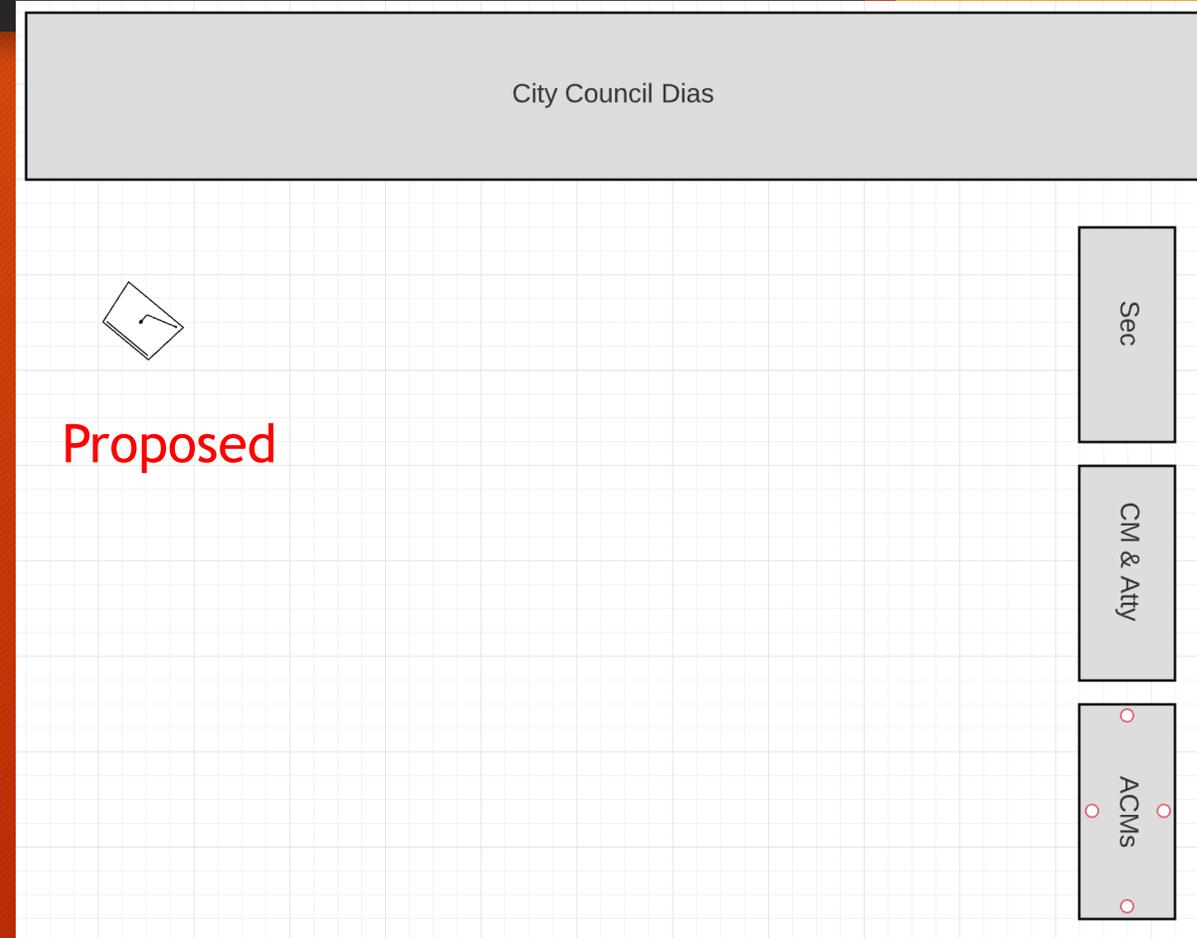
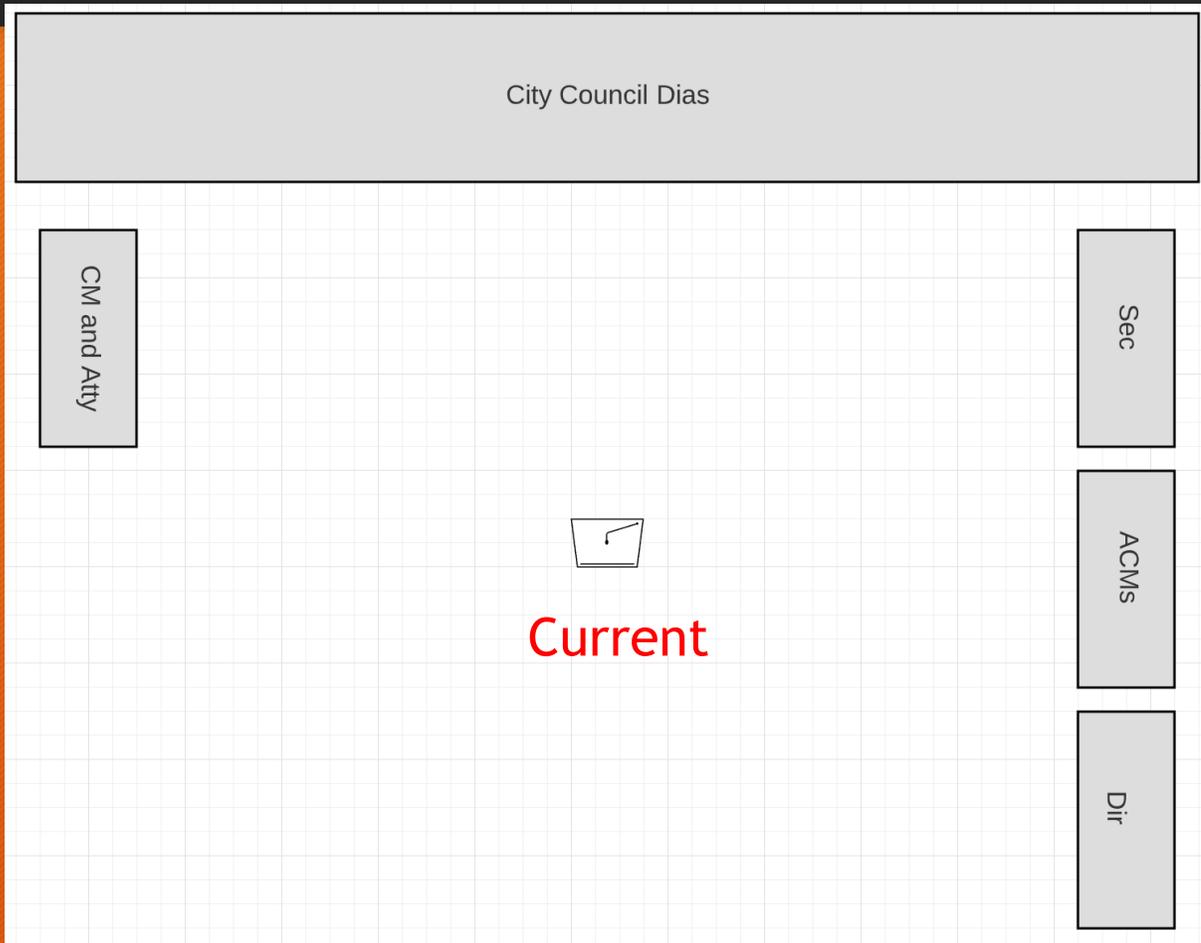
Description

- ☐ ADA Lectern recommendation

Benefits of new ADA accessible lectern

- ADA
- Better quality audio and video with wired-in option
- Ability for videographer to continue controlling what is presented/broadcasted from lectern
- Better visuals during public meetings. With new location, lectern will have dedicated camera and will not be in the way of group photos in front of dias
- Can be funded through PEG funds

Proposed change of Council Chambers layout





CITY OF KYLE, TEXAS

City Trips

Meeting Date: 11/16/2021
Date time: 7:00 PM

Subject/Recommendation: Discussion of city trips. ~ *Yvonne Flores-Cale, Council Member*

Other Information:

Legal Notes:

Budget Information:

ATTACHMENTS:

Description

No Attachments Available



CITY OF KYLE, TEXAS

Executive Session - Convene

Meeting Date: 11/16/2021

Date time: 7:00 PM

Subject/Recommendation: Pursuant to Chapter 551, Texas Government Code, the City Council reserves the right to convene into Executive Session(s) from time to time as deemed necessary during this meeting. The City Council may convene into Executive Session pursuant to any lawful exception contained in Chapter 551 of the Texas Government Code including any or all of the following topics.

1. Pending or contemplated litigation or to seek the advice of the City Attorney pursuant to Section 551.071.
 - o Procurement Process
 - o Prairie Lakes Development Agreement
 - o Proposed City TIRZs
2. Possible purchase, exchange, lease, or value of real estate pursuant to Section 551.072.
3. Personnel matters pursuant to Section 551.074.
4. Convene into executive session pursuant to Section 551.087, Texas Government Code, to deliberate regarding the offer of economic incentives to one or more business prospects that the City seeks to have locate, stay, or expand in or near the City.
 - o Project Red Violet
 - o Project Phoenix
 - o Project Goldenrod

Other Information:

Legal Notes:

Budget Information:

ATTACHMENTS:

Description

No Attachments Available



CITY OF KYLE, TEXAS

Reconvene

Meeting Date: 11/16/2021
Date time: 7:00 PM

Subject/Recommendation: Take action on items discussed in Executive Session.

Other Information:

Legal Notes:

Budget Information:

ATTACHMENTS:

Description

No Attachments Available