

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 March 1, 2022, at Kyle City Hall, 100 W. Center Street, Kyle, TX 78640, for the purpose of discussing the following agenda.

Posted this 25th day of February, 2022, prior to 1:00 p.m.

I. Call Meeting to Order

II. 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.

III. Presentation

1. Women's History Month Proclamation. ~ *Dex Ellison, Council Member*
2. International Women's Day Proclamation. ~ *Yvonne Flores-Cale, Council Member*
3. Proclamation Recognizing the One Year Anniversary of the Council for the Indigenous and Tejano Community. ~ *Robert Rizo, Mayor Pro Tem*
4. Presentation of the Kyle Police Department's 2021 Annual Racial Profiling Report. ~ *Jeff Barnett, Chief of Police*
5. 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

- PIERate Treasure Hunt
- Community Survey
- Summer Camp registration open
- Family Skate Night
- Paint a Flower, Paint a Pot
- Great Texas River Cleanup
- Rescheduled City Council Meeting 3/22/22
- Team Kyle News

6. CIP/Road Projects and Consent Agenda Presentation. ~ *Travis Mitchell, Mayor*

IV. Consent Agenda

7. Approve Task Order No. 11 to LJA ENGINEERING, INC., Austin, Texas, in the amount not to exceed \$44,945.00 for the development of plans, specifications, and estimates for the Center Street and South Street Quiet Zones. ~ *Leon Barba, P.E., City Engineer*
8. Authorize award and execution of a purchase order to BURGESS AND NIPLE, INC., Austin, Texas, in an amount not to exceed \$41,180.00 for updating the City's water model. ~ *Leon Barba, P.E., City Engineer*
9. Approve Task Order No. 2 to COBB-FENDLEY & ASSOCIATES, INC., Austin, Texas in the amount not to exceed \$116,494.28 to provide a Preliminary Engineering Report for the Waterleaf Subdivision Wastewater Line Upsize/Relocation. ~ *Leon Barba, P.E., City Engineer*
10. Approve a Letter of Participation and a Resolution in Support of CAPCOG's Application for Particulate Matter (PM2.5) Monitoring in Central Texas. ~ *Robert Rizo, Mayor Pro Tem*
11. Approve Task Order No. 5 to CP&Y, INC., Kyle, Texas in the amount not to exceed \$54,172.50 to develop Preliminary Engineering Reports for the installation of traffic signals or roundabouts at the intersection of Kohlers Crossing and Marketplace Avenue and Kohlers Crossing and Kyle Crossing. ~ *Leon Barba, P.E., City Engineer*
12. Approve Task Order No. 6 to CP&Y, INC., Kyle, Texas in the amount not to exceed \$56,580.00 to develop a Preliminary Engineering Report to examine the feasibility for the construction of a roundabout on Dacy Lane connecting Downing Way and Fountain Grove Drive. ~ *Leon Barba, P.E., City Engineer*

V. Public Hearing Action Items

13. [Postponed 2/15/2022] (*First Reading*) An ordinance amending Chapter 53 (Zoning) of the City of Kyle, Texas for the purpose of assigning original zoning to approximately 5.13 acres of land from 'A' Agriculture to 'W' Warehouse

District for property located at 1351 Bunton Creek Rd, in Hays County, Texas. (Abel and Linda Tenorio - Z-21-0093) ~ *Will Atkinson, Senior Planner*

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

- Public Hearing (Left open on 2/15/2022).

14. Approve a Resolution of the City Council Authorizing and Creating the Savannah Ranch Public Improvement District in accordance with Chapter 372 of the Texas Local Government Code; Providing for Related Matters; and Providing an Effective Date. ~ *Paige Saenz, City Attorney*

- Public Hearing

VI. Consider and Possible Action

15. Consider and possible action to authorize an amendment (Change Order) to the contract with BRIGHTVIEW LANDSCAPE SERVICES, INC., DBA WLE, to add four additional scopes of work in an amount not to exceed \$430,669.78 for providing landscape, tree planting, and irrigation services in the City's beautification corridors. ~ *Jerry Hendrix, Assistant City Manager*
16. Consider and possible action to approve a proposal from BARNES GROMATZKY KOSAREK ARCHITECTS (BGK Architects) in an amount not to exceed \$603,000.00 for a 15,000 Square Foot Building for design services for the City's 104 S. Burleson capital improvement project. ~ *Todd Kaiser, BGK Architects*
17. Consider and possible action on a Development Agreement by and between the City of Kyle, Texas and CSW KC II LLC, a Texas limited liability company, for the Kyle Marketplace Subdivision/Development. ~ *J. Scott Sellers, City Manager*
18. (*Second Reading*) An ordinance amending Chapter 53 (Zoning) of the City of Kyle, Texas for the purpose of rezoning approximately 8.32 acres of land from Retail Service District 'RS' to Mixed-Use Development 'MXD' for property located at Kyle Marketplace Sec. 2 Lot A & 19.48 acres of land from Retail Service District 'RS' to Mixed-Use District 'MXD' for property located at Kyle Marketplace Sec. 2 Block F, in Hays County, Texas. (CSW KC II, LLC. - Z-21-0089) ~ *Will Atkinson, Senior Planner*

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

City Council voted 5-2 to approve the ordinance on first reading.

19. (*Second Reading*) An ordinance of the City of Kyle, Texas, annexing 201.377 acres of land, more or less located at 1899 Six Creeks Blvd., Hays County, including the abutting streets, roadways, and rights-of-way into the corporate limits of the City of Kyle. (Blanco River Ranch Properties, LP - ANNEX-21-0014)

~ Will Atkinson, Senior Planner

City Council voted 6-1 to approve the ordinance on first reading.

20. Consider and possible action on a Development Agreement by and between the City of Kyle, Texas and Blanco River Ranch Properties LP and Toll Southwest, LLC, for the Savannah Development. ~ *Paige Saenz, City Attorney*
21. Consider and possible action to approve an agreement regarding the Dissolution of a Public Improvement District (Savannah Ranch Development). ~ *Paige Saenz, City Attorney*
22. *(First Reading)* An ordinance of the City Council of the City of Kyle, Texas, designating a contiguous geographic area within the City of Kyle, Texas as Reinvestment Zone Number Three, for the purposes of Tax Increment Financing and creating a Board of Directors ~ *Paige Saenz, City Attorney*
23. Consider and possible action on an Interlocal Agreement regarding City of Kyle Reinvestment Zone No. 3 by and between the City of Kyle, Texas and the County of Hays, Texas. ~ *Paige Saenz, City Attorney*
24. Consider and possible action on a Resolution approving the form and authorizing the distribution of a Preliminary Limited Offering Memorandum for City Of Kyle, Texas Special Assessment Revenue Bonds, Series 2022 (Plum Creek North Public Improvement District Major Improvement Area Project). ~ *Gregory Miller; Bickerstaff Heath Delgado Acosta LLP*
25. Consider and possible action on a Resolution approving the form and authorizing the distribution of a Preliminary Limited Offering Memorandum for City Of Kyle, Texas Special Assessment Revenue Bonds, Series 2022 (Plum Creek North Public Improvement District Improvement Area #1 Project). ~ *Gregory Miller; Bickerstaff Heath Delgado Acosta LLP*
26. Consider and possible action on a Maintenance and Operations Agreement by and between City of Kyle, Texas and Sage Hollow Residential Community, Inc. ~ *Amber Lewis, Assistant City Manager*
27. Consider and possible action on a letter agreement by and between the City of Kyle, Texas and Kyle 57 Development, Inc. ~ *Amber Lewis, Assistant City Manager*
28. Consider and possible action on Design Add-Services totaling \$82,170 for the City's Public Safety Center project to be funded from the Design Allowance Fund Built into PGAL's existing contract with the City of Kyle and to authorize the City Manager to act on all future Design Add Service Requests for this project not to exceed the Design Contract total agreed upon with the Prime Design Consultant, PGAL. ~ *Cris Ruebush, PGAL, City of Kyle Design Project Manager*

VII. General Discussion and Possible Direction

29. Discussion and possible direction to support a request from the Hays CISD Diversity Advisory Council for city support with broadcasting, promotions, and space to conduct the community book and discussion event. ~ *Dex Ellison, Council Member*
30. Discussion and possible direction regarding Minutes for all City of Kyle Boards, Commissions, and City Council. ~ *Jennifer Holm, City Secretary*

VIII. Approval of Minutes

31. City Council Workshop Meeting Minutes - February 12, 2022. ~ *Jennifer Holm, City Secretary*
32. City Council Workshop Meeting Minutes - February 13, 2022. ~ *Jennifer Holm, City Secretary*
33. City Council Special Meeting Minutes - February 15, 2022. ~ *Jennifer Holm, City Secretary*
34. City Council Regular Meeting Video Minutes - February 15, 2022. ~ *Jennifer Holm, City Secretary*
35. City Council Special Meeting Minutes - February 22, 2022. ~ *Jennifer Holm, City Secretary*

IX. Executive Session

36. 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.
 - City Manager Contract
 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.
37. Take action on items discussed in Executive Session.

X. 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

Women's History Month Proclamation

Meeting Date: 3/1/2022
Date time: 7:00 PM

Subject/Recommendation: Women's History Month Proclamation. ~ *Dex Ellison, Council Member*

Other Information:

Legal Notes:

Budget Information:

ATTACHMENTS:

Description

No Attachments Available



CITY OF KYLE, TEXAS

International Women's Day

Meeting Date: 3/1/2022

Date time: 7:00 PM

Subject/Recommendation: International Women's Day Proclamation. ~ *Yvonne Flores-Cale, Council Member*

Other Information:

Legal Notes:

Budget Information:

ATTACHMENTS:

Description

No Attachments Available



CITY OF KYLE, TEXAS

Indigenous and Tejano Community Proclamation

Meeting Date: 3/1/2022
Date time: 7:00 PM

Subject/Recommendation: Proclamation Recognizing the One Year Anniversary of the Council for the Indigenous and Tejano Community. ~ *Robert Rizo, Mayor Pro Tem*

Other Information:

Legal Notes:

Budget Information:

ATTACHMENTS:

Description

No Attachments Available



CITY OF KYLE, TEXAS

Annual Racial Profiling Report

Meeting Date: 3/1/2022

Date time: 7:00 PM

Subject/Recommendation: Presentation of the Kyle Police Department's 2021 Annual Racial Profiling Report. ~ *Jeff Barnett, Chief of Police*

Other Information:

Legal Notes:

Budget Information:

ATTACHMENTS:

Description

- ☐ 2021 Racial Profiling Memorandum
- ☐ 2021 Racial Profiling Statistics Analysis Sgt Gooding
- ☐ 2021 Racial Profiling TCOLE Report
- ☐ 2021 Racial Profiling Complaint Review from Capt Hernandez
- ☐ Racial Profiling and Bias Policy 2.2 KPD



111 North Front Street, Kyle, TX 78640

Non-Emergency: 512-268-3232

Admin: 512-268-0859

Fax: 512-268-2330

To: Scott Sellers, City Manager

Cc: Jerry Hendrix, Assistant City Manager

Jennifer Vetrano, City Secretary

From: Jeff Barnett, Chief of Police

Date: February 15, 2022

Re: 2021 Annual Racial Profiling Report Submission and Report to City Council

The Kyle Police Department is submitting the 2021 Racial Profiling Report as required by the Texas Code of Criminal Procedure. This report is required to be submitted to the governing body on or before March 1st of each year. Please find the following documents for your review and presentation to the City Council:

- o Kyle Police Department Racial Profiling Policy Chapter 2.2
- o Kyle Police Department Annual Report – 2021 Data
- o Memorandum from Captain Hernandez regarding complaint review
- o Memorandum from Sgt. Gooding regarding data analysis

As you may recall, the State of Texas enacted a law requiring certain actions on behalf of the local agency and the individual law enforcement officers when conducting traffic or pedestrian stops. The Kyle Police Department has a policy that clearly defines racial profiling and prohibits officers from engaging in racial profiling as defined by state law, and our officers are directed to capture certain types of data pertaining to traffic and pedestrian detentions with members of the public. The Kyle Police Department police vehicles that routinely engage in traffic and pedestrian stops are outfitted with audio and video recording equipment. Additionally, patrol and traffic officers are outfitted with body worn cameras for additional recording. These videos are retained for a period of not less than 90 days, and they are reviewed throughout the year by supervisory staff as required by the statute.

The Kyle Police Department does have a publicly promoted process by which an individual may file a complaint if the individual believes that a Kyle Police Officer has engaged in racial profiling. Information on the process may be obtained from a variety of sources, to include the City's webpage, the front lobby of the Police Department, and from Kyle Police Department staff. In addition, every person that receives a written citation is provided information on how to file a complaint. Furthermore, the Kyle Police Department did not receive any complaints pertaining to racial profiling

512-268-3232 512-268-2330

111 North Front Street, Kyle, TX 78640

during this reporting period. Please see the memorandum included with this report from Captain Hernandez.

In reviewing the data, the Kyle Police Department conducted a total of 8,635 motor vehicle and pedestrian stops. The following represents the percentage of individuals stopped by race/ethnicity as categorized and defined by the State of Texas:

Race/Ethnicity Percent of Total Stops: Black 11.20%; Asian/Pacific Islander 1.41%; Caucasian 38.34%; Hispanic/Latino 48.47%; Alaska Native/ American Indian 0.58%; Total (Rounding) 100%. 35% of the stops were female and 65% were male.

An analysis of the data and community populations was conducted by Sgt. Gooding and is included for your review. Lt. Griffith, Patrol Commander, also reviewed the data and reported that no evidence of racial profiling was observed. His findings of adherence to policies and state law are outlined in his memorandum. A brief overview and analysis of the data collected is described below.

Of the 8,635 stops that resulted in an arrest, citation, or written or verbal warning, 639 vehicle searches were conducted. Of those 639 searches, 104 were consensual while 413 of them were based upon probable cause and 21 were incident to arrest. 33 of the searches were due to contraband in plain view of the officer and 58 were policy required inventory searches. Of the same 639 searches, 457 led to contraband being located as identified in the following categories: alcohol (88); currency (2); drugs (362); other (42); stolen property (0); and weapons (9). Note: Only one category is allowed per search regardless of the number items or additional categories.

Of the same 8,635 traffic stops, only in 67 (0.78%/<1%) of the instances was the race/ethnicity of the vehicle operator known to the police officer prior to the vehicle stop. The results of the 8,635 traffic stops were as follows: arrest (262); citation (2,306); citation and arrest (58); verbal warning (4,931); written warning (1,075); and written warning with arrest (3). Of those 262 arrests, the reason for arrest was based on the following: outstanding warrant (84); violation of penal code (210); and violation of traffic law (29).

Of the same 67 instances where the race/ethnicity was known, 41 were male and 26 were female. 32 were white, 29 were Hispanic, 4 were black, and 2 were Asian. Of the 4 that were black, 0 were arrested, 3 were issued a warning, and 1 was issued a citation. Of the 2 that were Asian, both were issued written warnings. Of the 32 that were white, 4 were arrested, 9 were issued citations, and 19 were issued warning. Of the 29 that were Hispanic, 4 were arrested, 10 were issued citations, and 15 were issued warnings. Of the 67 instances where race/ethnicity was known, a search was conducted in 9 of those instances. Of those 9, none were black, 6 were Hispanic, and 3 were white. Of the remaining 58 instances where no search was conducted, 2 were Asian, 4 were black, 29 white, and 23 were Hispanic.

Officers both work and regularly respond to calls for service on areas and on all roadways within our city. This includes city streets, county roads, state highways, US highways, and private property (such as parking lots and commonly used but privately maintained roadways, etc.). Of the 8,635 stops, the stops were indicated in the follow categories: US Highway (3,262); State Highway (1,276); Private Property or Other (41); County Road (199); and City Street (3,857).

The Racial Profiling report has been filed with the Texas Commission on Law Enforcement as required. It is my understanding that this report will be provided to the City Council prior to the March 1st deadline, and I am prepared to make any presentations as directed by you in the future.

Please let me know if you would like any further information concerning this report. Thank you very much.



KYLE POLICE

111 North Front Street, Kyle, TX 78640

Non-Emergency: 512-268-3232

Admin: 512-268-0859

Fax: 512-268-2330

Date: Monday, February 14, 2022

To: Chief Jeff Barnett
Captain Pedro Hernandez

From: Sergeant Daniel Gooding

Re: 2021 Racial Profiling Statistics

In compliance with the Sandra Bland Act, data was compiled and analyzed from all the vehicle and pedestrian stops from calendar year 2021.

According to census.gov, the estimates for the population on July 1, 2021 are as follows:

Hispanic or Latino:	47.7%
White (not Hispanic):	44.7%
Black or African American:	5.5%
Asian:	1.1%
American Indian or Alaska Native:	0.6%
Male:	50.1%
Female:	49.9%

During 2021, the Kyle Police Department conducted 8,635 stops:

Hispanic or Latino:	48.5%
White (not Hispanic):	38.3%
Black or African American:	11.2%
Asian:	1.4%
American Indian or Alaska Native:	0.6%
Male:	64.7%
Female:	35.3%

This does not take into consideration what the "driving population" is within the city, nor the demographics of the people traveling along the interstate in town daily.

Of those 8,635 stops, only 67 stops were made when the race or ethnicity was known prior to the stop:

Hispanic or Latino:	43.3%
White (not Hispanic):	47.8%
Black or African American:	6.0%
Asian:	3.0%
American Indian or Alaska Native:	0.0%
Male:	61.2%
Female:	38.8%

The percentages of citizens we interacted with are consistent with the estimated population, according to the census data, and even more consistent when compared to the data when we knew the race or ethnicity of the driver before the stop was made. These percentages are consistent with the reports from previous years as well. In my opinion, there is no indication, nor evidence of, department-wide racially-motivated bias displayed by our staff.

Sergeant Daniel Gooding – SSB Supervisor



512-268-3232



512-268-2330

111 North Front Street, Kyle, TX 78640

Racial Profiling Report | Full

Agency Name: KYLE POLICE DEPT.
Reporting Date: 02/11/2022
TCOLE Agency Number: 209202

Chief Administrator: JEFFREY B. BARNETT

Agency Contact Information:
Phone: (512) 268-0859
Email: kylepd@cityofkyle.com

Mailing Address:
111 N FRONT ST
KYLE, TX 78640-4172

This Agency filed a full report

KYLE POLICE DEPT. has adopted a detailed written policy on racial profiling. Our policy:

- 1) clearly defines acts constituting racial profiling;
- 2) strictly prohibits peace officers employed by the KYLE POLICE DEPT. from engaging in racial profiling;
- 3) implements a process by which an individual may file a complaint with the KYLE POLICE DEPT. if the individual believes that a peace officer employed by the KYLE POLICE DEPT. has engaged in racial profiling with respect to the individual;
- 4) provides public education relating to the agency's complaint process;
- 5) requires appropriate corrective action to be taken against a peace officer employed by the KYLE POLICE DEPT. who, after an investigation, is shown to have engaged in racial profiling in violation of the KYLE POLICE DEPT. policy;
- 6) requires collection of information relating to motor vehicle stops in which a warning or citation is issued and to arrests made as a result of those stops, including information relating to:
 - a. the race or ethnicity of the individual detained;
 - b. whether a search was conducted and, if so, whether the individual detained consented to the search;
 - c. whether the peace officer knew the race or ethnicity of the individual detained before detaining that individual;
 - d. whether the peace officer used physical force that resulted in bodily injury during the stop;
 - e. the location of the stop;
 - f. the reason for the stop.
- 7) requires the chief administrator of the agency, regardless of whether the administrator is elected, employed, or appointed, to submit an annual report of the information collected under Subdivision (6) to:
 - a. the Commission on Law Enforcement; and
 - b. the governing body of each county or municipality served by the agency, if the agency is an agency of a county, municipality, or other political subdivision of the state.

The KYLE POLICE DEPT. has satisfied the statutory data audit requirements as prescribed in Article 2.133(c), Code of Criminal Procedure during the reporting period.

Executed by: Pedro F. Hernandez Jr.
Police Captain

Date: 02/11/2022

Total stops: 8635

Street address or approximate location of the stop

City street	3857
US highway	3262
County road	199
State highway	1276
Private property or other	41

Was race or ethnicity known prior to stop?

Yes	67
No	8568

Race / Ethnicity

Alaska Native / American Indian	50
Asian / Pacific Islander	122
Black	967
White	3311
Hispanic / Latino	4185

Gender

Female	3052
Alaska Native / American Indian	9
Asian / Pacific Islander	35
Black	310
White	1370
Hispanic / Latino	1328
Male	5583
Alaska Native / American Indian	41
Asian / Pacific Islander	87
Black	657
White	1941
Hispanic / Latino	2857

Reason for stop?

Violation of law	90
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	8
White	30

Hispanic / Latino	52
Preexisting knowledge	86
Alaska Native / American Indian	0
Asian / Pacific Islander	3
Black	6
White	23
Hispanic / Latino	54
Moving traffic violation	4329
Alaska Native / American Indian	33
Asian / Pacific Islander	74
Black	502
White	1807
Hispanic / Latino	1913
Vehicle traffic violation	4130
Alaska Native / American Indian	17
Asian / Pacific Islander	45
Black	451
White	1451
Hispanic / Latino	2166
Was a search conducted?	
Yes	629
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	77
White	181
Hispanic / Latino	371
No	8006
Alaska Native / American Indian	50
Asian / Pacific Islander	122
Black	890
White	3130
Hispanic / Latino	3814
Reason for Search?	
Consent	104
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	5
White	37

Hispanic / Latino	62				
Contraband	33				
Alaska Native / American Indian	0				
Asian / Pacific Islander	0				
Black	8				
White	8				
Hispanic / Latino	17				
Probable	413				
Alaska Native / American Indian	0				
Asian / Pacific Islander	0				
Black	59				
White	105				
Hispanic / Latino	249				
Inventory	58				
Alaska Native / American Indian	0				
Asian / Pacific Islander	0				
Black	5				
White	22				
Hispanic / Latino	31				
Incident to arrest	21				
Alaska Native / American Indian	0				
Asian / Pacific Islander	0				
Black	0				
White	9				
Hispanic / Latino	12				
Was Contraband discovered?					
Yes	457	Did the finding result in arrest?			
		(total should equal previous column)			
Alaska Native / American Indian	0	Yes	0	No	0
Asian / Pacific Islander	0	Yes	0	No	0
Black	59	Yes	20	No	39
White	131	Yes	37	No	94
Hispanic / Latino	267	Yes	57	No	210
No	172				
Alaska Native / American Indian	0				
Asian / Pacific Islander	0				
Black	18				
White	50				
Hispanic / Latino	104				

Description of contraband

Drugs	362
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	51
White	105
Hispanic / Latino	206
Weapons	9
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	4
White	1
Hispanic / Latino	4
Currency	2
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	1
White	0
Hispanic / Latino	1
Alcohol	88
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	8
White	31
Hispanic / Latino	49
Stolen property	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Other	42
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	5
White	10
Hispanic / Latino	27

Result of the stop

Verbal warning	4931
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Alaska Native / American Indian	32
Asian / Pacific Islander	79
Black	652
White	1766
Hispanic / Latino	2429
Written warning	1075
Alaska Native / American Indian	7
Asian / Pacific Islander	18
Black	112
White	529
Hispanic / Latino	409
Citation	2306
Alaska Native / American Indian	11
Asian / Pacific Islander	25
Black	189
White	922
Hispanic / Latino	1159
Written warning and arrest	3
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	2
Hispanic / Latino	1
Citation and arrest	58
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	4
White	20
Hispanic / Latino	34
Arrest	262
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	37
White	72
Hispanic / Latino	153
Arrest based on	
Violation of Penal Code	210
Alaska Native / American Indian	0
Asian / Pacific Islander	0

Black	32
White	65
Hispanic / Latino	113
Violation of Traffic Law	29
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	3
White	7
Hispanic / Latino	19
Violation of City Ordinance	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Outstanding Warrant	84
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	6
White	22
Hispanic / Latino	56

Was physical force resulting in bodily injury used during stop?

Yes	1
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	1
Resulting in Bodily Injury To:	
Suspect	1
Officer	0
Both	0
No	8634
Alaska Native / American Indian	50
Asian / Pacific Islander	122
Black	967
White	3311
Hispanic / Latino	4184

Number of complaints of racial profiling

Total	0
Resulted in disciplinary action	0
Did not result in disciplinary action	0

Comparative Analysis

Use TCOLE's auto generated analysis	<input checked="" type="checkbox"/>
Use Department's submitted analysis	<input type="checkbox"/>

Optional Narrative

N/A

Submitted electronically to the



The Texas Commission on Law Enforcement

Racial Profiling Analysis Report

KYLE POLICE DEPT.

01. Total Traffic Stops:	8635	
02. Location of Stop:		
a. City Street	3857	44.67%
b. US Highway	3262	37.78%
c. County Road	199	2.30%
d. State Highway	1276	14.78%
e. Private Property or Other	41	0.47%
03. Was Race known prior to Stop:		
a. NO	8568	99.22%
b. YES	67	0.78%
04. Race or Ethnicity:		
a. Alaska/ Native American/ Indian	50	0.58%
b. Asian/ Pacific Islander	122	1.41%
c. Black	967	11.20%
d. White	3311	38.34%
e. Hispanic/ Latino	4185	48.47%
05. Gender:		
a. Female	3052	35.34%
i. Alaska/ Native American/ Indian	9	0.10%
ii. Asian/ Pacific Islander	35	0.41%
iii. Black	310	3.59%
iv. White	1370	15.87%
v. Hispanic/ Latino	1328	15.38%
b. Male	5583	64.66%
i. Alaska/ Native American/ Indian	41	0.47%
ii. Asian/ Pacific Islander	87	1.01%
iii. Black	657	7.61%
iv. White	1941	22.48%
v. Hispanic/ Latino	2857	33.09%
06. Reason for Stop:		
a. Violation of Law	90	1.04%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%

Racial Profiling Analysis Report

iii. Black	8	8.89%
iv. White	30	33.33%
v. Hispanic/ Latino	52	57.78%
b. Pre-Existing Knowledge	86	1.00%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	3	3.49%
iii. Black	6	6.98%
iv. White	23	26.74%
v. Hispanic/ Latino	54	62.79%

c. Moving Traffic Violation	4329	50.13%
i. Alaska/ Native American/ Indian	33	0.76%
ii. Asian/ Pacific Islander	74	1.71%
iii. Black	502	11.60%
iv. White	1807	41.74%
v. Hispanic/ Latino	1913	44.19%

d. Vehicle Traffic Violation	4130	47.83%
i. Alaska/ Native American/ Indian	17	0.41%
ii. Asian/ Pacific Islander	45	1.09%
iii. Black	451	10.92%
iv. White	1451	35.13%
v. Hispanic/ Latino	2166	52.45%

07. Was a Search Conducted:

a. NO	8006	92.72%
i. Alaska/ Native American/ Indian	50	0.62%
ii. Asian/ Pacific Islander	122	1.52%
iii. Black	890	11.12%
iv. White	3130	39.10%
v. Hispanic/ Latino	3814	47.64%
b. YES	629	7.28%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	77	12.24%
iv. White	181	28.78%
v. Hispanic/ Latino	371	58.98%

08. Reason for Search:

a. Consent	104	1.20%
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Racial Profiling Analysis Report

i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	5	4.81%
iv. White	37	35.58%
v. Hispanic/ Latino	62	59.62%
b. Contraband in Plain View	33	0.38%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	8	24.24%
iv. White	8	24.24%
v. Hispanic/ Latino	17	51.52%
c. Probable Cause	413	4.78%
ii. Alaska/ Native American/ Indian	0	0.00%
i. Asian/ Pacific Islander	0	0.00%
iii. Black	59	14.29%
iv. White	105	25.42%
v. Hispanic/ Latino	249	60.29%
d. Inventory	58	0.67%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	5	8.62%
iv. White	22	37.93%
v. Hispanic/ Latino	31	53.45%
e. Incident to Arrest	21	0.24%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	0	0.00%
iv. White	9	42.86%
v. Hispanic/ Latino	12	57.14%

09. Was Contraband Discovered:		
YES	457	5.29%
i. Alaska/ Native American/ Indian	0	0.00%
Finding resulted in arrest - YES	0	
Finding resulted in arrest - NO	0	
ii. Asian/ Pacific Islander	0	0.00%
Finding resulted in arrest - YES	0	
Finding resulted in arrest - NO	0	
iii. Black	59	12.91%

Racial Profiling Analysis Report

Finding resulted in arrest - YES	20	
Finding resulted in arrest - NO	39	
iv. White	131	28.67%
Finding resulted in arrest - YES	37	
Finding resulted in arrest - NO	94	
v. Hispanic/ Latino	267	58.42%
Finding resulted in arrest - YES	57	
Finding resulted in arrest - NO	210	
b. NO	172	1.99%
i. Alaska/ Native American/ Indian	0	0.00%
i. Asian/ Pacific Islander	0	0.00%
iii. Black	18	10.47%
iv. White	50	29.07%
v. Hispanic/ Latino	104	60.47%
10. Description of Contraband:		
a. Drugs	362	4.19%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	51	14.09%
iv. White	105	29.01%
v. Hispanic/ Latino	206	56.91%
b. Currency	2	0.02%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	1	50.00%
iv. White	0	0.00%
v. Hispanic/ Latino	1	50.00%
c. Weapons	9	0.10%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	4	44.44%
iv. White	1	11.11%
v. Hispanic/ Latino	4	44.44%
d. Alcohol	88	1.02%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	8	9.09%
iv. White	31	35.23%

Racial Profiling Analysis Report

v. Hispanic/ Latino	49	55.68%
e. Stolen Property	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
f. Other	42	0.49%
i. Alaska/ Native American/ Indian	0	0.00%
i. Asian/ Pacific Islander	0	0.00%
iii. Black	5	11.90%
iv. White	10	23.81%
v. Hispanic/ Latino	27	64.29%

11. Result of Stop:

a. Verbal Warning	4931	57.10%
i. Alaska/ Native American/ Indian	32	0.65%
ii. Asian/ Pacific Islander	79	1.60%
iii. Black	652	13.22%
iv. White	1766	35.81%
v. Hispanic/ Latino	2429	49.26%
b. Written Warning	1075	12.45%
i. Alaska/ Native American/ Indian	7	0.65%
ii. Asian/ Pacific Islander	18	1.67%
iii. Black	112	10.42%
iv. White	529	49.21%
v. Hispanic/ Latino	409	38.05%
c. Citation	2306	26.71%
i. Alaska/ Native American/ Indian	11	0.48%
ii. Asian/ Pacific Islander	25	1.08%
iii. Black	189	8.20%
iv. White	922	39.98%
v. Hispanic/ Latino	1159	50.26%
d. Written Warning and Arrest	3	0.03%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	0	0.00%
iv. White	2	66.67%
v. Hispanic/ Latino	1	33.33%

Racial Profiling Analysis Report

e. Citation and Arrest	58	0.67%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	4	6.90%
iv. White	20	34.48%
v. Hispanic/ Latino	34	58.62%
f. Arrest	262	3.03%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	37	14.12%
iv. White	72	27.48%
v. Hispanic/ Latino	153	58.40%

12. Arrest Based On:

a. Violation of Penal Code	210	2.43%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	32	15.24%
iv. White	65	30.95%
v. Hispanic/ Latino	113	53.81%
b. Violation of Traffic Law	29	0.34%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	3	10.34%
iv. White	7	24.14%
v. Hispanic/ Latino	19	65.52%
c. Violation of City Ordinance	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
d. Outstanding Warrant	84	0.97%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	6	7.14%
iv. White	22	26.19%
v. Hispanic/ Latino	56	66.67%

Racial Profiling Analysis Report

13. Was Physical Force Used:

a. NO	8634	99.99%
i. Alaska/ Native American/ Indian	50	0.58%
ii. Asian/ Pacific Islander	122	1.41%
iii. Black	967	11.20%
iv. White	3311	38.35%
v. Hispanic/ Latino	4184	48.46%
b. YES	1	0.01%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	0	0.00%
iv. White	0	0.00%
v. Hispanic/ Latino	1	100.00%
b 1. YES: Physical Force Resulting in Bodily Injury to Suspect	1	100.00%
b 2. YES: Physical Force Resulting in Bodily Injury to Officer	0	0.00%
b 3. YES: Physical Force Resulting in Bodily Injury to Both	0	0.00%

14. Total Number of Racial Profiling Complaints Received:

0

REPORT DATE COMPILED 02/11/2022



KYLE POLICE

111 North Front Street, Kyle, TX 78640

Non-Emergency: 512-268-3232

Admin: 512-268-0859

Fax: 512-268-2330

Date: February 15, 2022

To: Dr. Jeff Barnett, Chief of Police

From: Pedro F. Hernandez Jr, Police Captain

Re: 2021 Racial Profiling Report

During the 2021 calendar year, Kyle Police Officers conducted 8635 traffic stops. I reviewed our department's complaint log for that same calendar year and verified that out of the 17 complaints filed with our department, none of them alleged racial profiling by our officers.




512-268-3232



512-268-2330

111 North Front Street, Kyle, TX 78640

<p>GENERAL ORDER</p>  <p>Kyle Police Department</p>	Effective: 07-09-15	Chapter 2.2
	Section: Professional Standards and Conduct	Subject: Racial Profiling and Bias Reduction
	Approved: <u>Jeff Barnett</u>	
	Revised: 08-30-17 Reference TBP: 2.01	

I. POLICY

We are committed to the support of constitutional rights in the performance of our duties. Our success is based on the respect we give to our communities, and the respect members of the community observe toward law enforcement. To this end, we shall exercise our sworn duties, responsibilities, and obligations in a manner that does not discriminate on the basis of race, sex, gender, national origin, ethnicity, age, or religion. All people carry biases: in law enforcement, however, the failure to control our biases can lead to illegal arrests, searches, and detentions, thus thwarting the mission of our department. Most importantly, actions guided by bias destroy the trust and respect essential for our mission to succeed. We live and work in communities very diverse in population. Respect for diversity and equitable enforcement of the law are essential to our mission.

All enforcement actions, particularly stops of individuals (for traffic and other purposes), investigative detentions, arrests, searches and seizures of persons or property, shall be based on the standards of reasonable suspicion or probable cause as required by the Fourth Amendment to the U. S. Constitution and statutory authority. In all enforcement decisions, officers shall be able to articulate specific facts, circumstances, and conclusions which support probable cause or reasonable suspicion for arrests, searches, seizures, and stops of individuals. Officers shall not stop, detain, arrest, search, or attempt to search anyone based solely upon the person's race, ethnic background, gender, sexual orientation, religion, economic status, age, cultural group, or any other identifiable group. Officers shall base all such actions on a reasonable suspicion that the person or an occupant of a vehicle committed an offense.

All departmental orders are informed and guided by this directive. Nothing in this order limits non-enforcement contacts between officers and the public.

II. PURPOSE

The purpose of this order is to provide general guidance on reducing the presence of bias in law enforcement actions, to identify key contexts in which bias may influence these actions, and emphasize the importance of the constitutional guidelines within which we operate.

III. DEFINITIONS

Most of the following terms appear in this order. In any case, these terms appear in the larger public discourse about alleged biased enforcement behavior and in other orders. These definitions are intended to facilitate on-going discussion and analysis of our enforcement practices.

- A. **Bias:** Prejudice or partiality which may be based on preconceived ideas, a person's upbringing, culture, experience, or education.
- B. **Biased policing:** Stopping, detaining, searching, or attempting to search, or using force against a person based upon his or her race, ethnic background, gender, sexual orientation, religion, economic status, age, cultural group, or any other identifiable group.
- C. **Ethnicity:** A cluster of characteristics which may include race but also cultural characteristics or traits which are shared by a group with a common experience or history.

- D. Gender: The state of being male or female (typically used with reference to social and cultural differences rather than biological ones).
- E. Probable cause: Facts or apparent facts and circumstances within an officer's knowledge and of which the officer had reasonable, trustworthy information to lead a reasonable person to believe that an offense is about to be, has been, or is being committed, and that the suspect has committed it.
- F. Race: A category of people of a particular decent, including Caucasian, African, Hispanic, Middle Eastern, Asian, or Native American descent. As distinct from ethnicity, race only refers to physical characteristics sufficiently distinctive to group people under a classification.
- G. Racial profiling: A law-enforcement initiated action based on an individual's race, ethnicity, or national origin rather than on the individual's behavior or on information identifying the individual as having engaged in criminal activity.
- H. Reasonable suspicion: Articulate, objective facts which lead an experienced officer to suspect that a person has committed, is committing, or may be about to commit a crime. A well-founded suspicion is based on the totality of the circumstances and does not exist unless it can be articulated. Reasonable suspicion supports a stop of a person. Courts require that stops based on reasonable suspicion be "objectively reasonable."
- I. Sex: A biological classification, male or female, based on physical and genetic characteristics.
- J. Stop: The detention of a subject for a brief period of time, based on reasonable suspicion. A stop is an investigative detention.

IV. PROCEDURES

A. General responsibilities

1. Officers are prohibited from engaging in bias based profiling or stopping, detaining, searching, arresting, or taking any enforcement action including seizure or forfeiture activities, against any person based solely on the person's race, ethnic background, gender, sexual orientation, religion, economic status, age or cultural group. These characteristics, however, may form part of reasonable suspicion or probable cause when officers are seeking a suspect with one or more of these attributes. (TBP: 2.01)
2. Reasonable suspicion or probable cause shall form the basis for any enforcement actions or decisions. Individuals shall only be subjected to stops, seizures, or detention upon reasonable suspicion that they have committed, are committing, or are about to commit an offense. Officers shall document the elements of reasonable suspicion and probable cause in appropriate reports.
3. Officers shall observe all constitutional safeguards and shall respect the constitutional rights of all persons.
 - a. As traffic stops furnish a primary source of bias-related complaints, officers shall have a firm understanding of the warrantless searches allowed by law, particularly the use of consent. How the officer disengages from a traffic stop may be crucial to a person's perception of fairness or discrimination.
 - b. Officers shall not use the refusal or lack of cooperation to justify a search of the person or vehicle or a prolonged detention once reasonable suspicion has been dispelled.

4. All personnel shall treat everyone with the same courtesy and respect that they would have others observe to department personnel. To this end, personnel are reminded that the exercise of courtesy and respect engenders a future willingness to cooperate with law enforcement.
 - a. Personnel shall facilitate an individual's access to other governmental services whenever possible, and should actively provide referrals to other appropriate agencies.
 - b. Personnel shall courteously accept, document, and forward to the Chief of Police any complaints made by an individual against the department.
5. When feasible, personnel should offer explanations of the reasons for enforcement actions or other decisions that bear on an individual's well-being unless the explanation would undermine an investigation or jeopardize an officer's safety. When concluding an encounter, personnel may thank him or her for cooperating.
6. When feasible, all personnel shall identify themselves by rank and name. When a person requests the information, personnel shall give their departmental identification number, name of the immediate supervisor, or any other reasonable information.
7. All personnel are accountable for their actions. Personnel shall justify their actions when required.

B. Requirements for Traffic Stops:

1. A peace officer who makes a traffic stop which results in the issuance of a warning, citation, or an arrest shall record and report the following information:
 - a. The race or ethnicity of the individual detained; and
 - b. Whether the officer conducted a search as a result of the stop, and if so, whether the authorized person consented to the search.
 - c. Whether the peace officer knew the race or ethnicity of the individual detained before detaining that individual.
 - d. Response to resistance that resulted in bodily injury during a traffic stop.
 - e. Location of the stop
 - f. Reason for the stop

C. Retention Period:

- a. The Department shall retain the video and audio equipment documentation of each traffic or pedestrian stop for at least 180 days after the date of the stop.
- b. If a complaint is filed with the department alleging that a Kyle Police Officer has engaged in racial profiling with respect to a traffic or pedestrian stop, the department shall retain the video and audio recording of the stop until final disposition of the complaint.

D. Review Process:

1. Sworn supervisors and the Patrol Lieutenant shall periodically review randomly selected sampling of video and audio recordings made recently by all peace officers employed by this department.
2. In addition to reviewing stops and arrests pursuant to the statutory requirements, reviewing supervisors will also assess the individual officer's violator approach, interpersonal skills, officer safety skills, positioning of the patrol vehicle etc. for training purposes, employee coaching or discipline. Any specific incident meriting further consideration for racial profiling review by this process shall be forwarded to the Chief of Police for an Internal Affairs unit review.
3. By March 1 of each year, an annual administrative review of agency practices, collected data, and citizen complaints of racial profiling will be performed by the Chief of Police or his designee.

E. Supervisory responsibilities

1. Supervisors shall be held accountable for the observance of constitutional safeguards during the performance of their duties. Supervisors shall identify, document and correct instances of bias in the work of their subordinates.
2. Supervisors shall use the disciplinary mechanisms of the department to ensure compliance with this order and the constitutional requirements of law enforcement.
3. Supervisors shall be mindful that in accounting for the actions and performance of subordinates, supervisors are key to maintaining community trust in law enforcement. Supervisors shall continually reinforce the ethic of impartial enforcement of the laws, and shall ensure that personnel, by their actions, maintain the community's trust in law enforcement.
4. Supervisors are reminded that biased enforcement of the laws engenders not only mistrust of law enforcement, but increases safety risks to personnel. Lack of control over bias also exposes the department to liability consequences. Supervisors shall be held accountable for repeated instances of biased enforcement of their subordinates.
5. Supervisors shall ensure that all enforcement actions are duly documented per departmental policy. Supervisors shall ensure that all reports show adequate documentation of reasonable suspicion and probable cause, if applicable.
6. Supervisors shall facilitate the filing of any complaints about law enforcement service.

F. Disciplinary consequences

Actions prohibited by this order shall be cause for disciplinary action, up to and including dismissal.

G. Training (TBP: 2.01)

1. Officers shall complete all training required by state law regarding bias based profiling.

V. COMPLAINTS

- A. The department shall publish "How to Make a Complaint" information and make this available at the police department. The department's complaint process will be posted on the department's

website. Whenever possible, the media will be used to inform the public of the department's policy and complaint process.

1. Racial-Profilng complaints may be made in the following manner:

a. In person:

Kyle Police Department
111 N Front Street
Kyle, TX 78640

b. By telephone (512)268-0859

c. By email: kylepd@cityofkyle.com

d. By mail:

Kyle Police Department
P.O. Box 40
Kyle, TX 78640

B. Written and signed complaints alleging incidents of bias based profiling will be fully investigated as described under Policy 2.4.

C. Complainants will be notified of the results of the investigations when such investigation is completed.

VI. RECORD KEEPING

A. The department will maintain all required records on traffic stops where a citation is issued or where an arrest is made subsequent to a traffic stop pursuant to state law.

B. The information collected above will be reported to the city council annually.

C. The information will also be reported to TCOLE in the required format.



CITY OF KYLE, TEXAS

City Manager's Report

Meeting Date: 3/1/2022

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*

- PIERate Treasure Hunt
- Community Survey
- Summer Camp registration open
- Family Skate Night
- Paint a Flower, Paint a Pot
- Great Texas River Cleanup
- Rescheduled City Council Meeting 3/22/22
- Team Kyle News

Other Information:

Legal Notes:

Budget Information:

ATTACHMENTS:

Description

No Attachments Available



CITY OF KYLE, TEXAS

CIP/Road Projects Update

Meeting Date: 3/1/2022

Date time: 7:00 PM

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

Other Information:

Legal Notes:

Budget Information:

ATTACHMENTS:

Description

No Attachments Available



CITY OF KYLE, TEXAS

Center Street & South Street Quiet Zones - LJA Engineering, Inc. Task Order #11

Meeting Date: 3/1/2022

Date time: 7:00 PM

Subject/Recommendation: Approve Task Order No. 11 to LJA ENGINEERING, INC., Austin, Texas, in the amount not to exceed \$44,945.00 for the development of plans, specifications, and estimates for the Center Street and South Street Quiet Zones. ~ *Leon Barba, P.E., City Engineer*

Other Information: The Texas Department of Transportation is requiring construction plans, specifications, and estimates for the proposed raised medians to be constructed on Center Street and South Street for the proposed quiet zones.

Developing the plans for the raised medians at Center Street and South Street will allow the City to continue the process required by the Federal Railroad Administration for the Quiet Zones project limits from Roland Lane to Kohlers Crossing.

Construction of the raised medians will be based on approval from Union Pacific to work in their right-of-way and City Council's approval.

Legal Notes: N/A

Budget Information: Funding in the amount of \$44,945.00 is available in the approved CIP budget for Fiscal Year 2021-2022 as follows:

- 1110-63400-573130

ATTACHMENTS:

Description

- ☐ Task Order # 11 Agreement
- ☐ Scope
- ☐ Attachment B
- ☐ Attachment C

This is Task Order No. 11,
consisting of 2 pages.

Task Order

In accordance with Paragraph 1.01 of the Agreement between Owner and Engineer for Professional Services – Task Order Edition, ("Agreement"), Owner and Engineer agree as follows:

1. Background Data

- a. Effective Date of Task Order: 3/1/22
- b. Owner: City Of Kyle
- c. Engineer: LJA Engineering, Inc.
- d. Specific Project (title): Quiet Zone Bid Plans - Center & South Streets
- e. Specific Project (description): Create PS&E plans for Center and South Street Quiet Zones

2. Services of Engineer

- A. The specific services to be provided or furnished by Engineer under this Task Order are:

Set forth in Exhibit A, "Engineer's Services for Task Order," modified for this specific Task Order, and attached to and incorporated as part of this Task Order.
- B. All of the services included above comprise Basic Services for purposes of Engineer's compensation under this Task Order.

3. Owner's Responsibilities

Owner shall have those responsibilities set forth in Article 2 of the Agreement and in Exhibit B.

4. Task Order Schedule

In addition to any schedule provisions provided in Exhibit A or elsewhere, the parties shall meet the following schedule:

All work to be completed by February 1st, 2023.

5. Payments to Engineer

- A. Owner shall pay Engineer for services rendered under this Task Order as follows:
For the scope of services outlined in Exhibit A, a total fee would be \$44,945.00. Please see Exhibit C for Fee Breakdown.

6. Attachments:

- a. Exhibit A - Engineers Scope
- b. Exhibit B - Owner's Responsibilities
- c. Exhibit C – Fee

7. Terms and Conditions

Execution of this Task Order by Owner and Engineer shall make it subject to the terms and conditions of the Agreement (as modified above), which Agreement is incorporated by this reference. Engineer is authorized to begin performance upon its receipt of a copy of this Task Order signed by Owner.

The Effective Date of this Task Order is 3/1/22.

OWNER:

By: _____

Print Name: Travis Mitchell

Title: Mayor

ENGINEER:

By: 

Print Name: Brian Young, PE

Title: Vice President

Engineer License or Firm's Certificate No. (if required): F-1386
State of: Texas

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

ATTEST _____
Jennifer Vetrano, City Secretary

Name: Brian Young, PE

Title: Vice President

Address: 7500 Rialto Boulevard, Building II, Suite 100, Austin, TX 78735

E-Mail Address: byoung@lja.com

Task Order Form

EJCDC® E-505, Agreement Between Owner and Engineer for Professional Services – Task Order Edition.
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and American Society of Civil Engineers. All rights reserved.

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Item # 7

Exhibit A

Engineer's Services for Quiet Zone - Road Crossing Plans

Project Understanding:

City of Kyle (COK) is pursuing establishment of a quiet zone from Roland crossing to Burleson. Within the proposed zone two road crossings are needing raised median improvements. COK needs construction plans developed for bidding and construction of the proposed QZ improvements at those two crossings (Center Street and South Street). COK will supply the topographical survey information and has the recommended improvements necessary to meet FRA's QZ requirements.

Scope of Services:

Deliverable: 100% Construction Plan

LJA will use the TxDOT standard to develop a set of plans suitable for TxDOT and UP review. We will first develop 90% plan for review and comment, then incorporate comments into a final 100% plan set to be used for bidding.

The plans will include existing topographical features, track, signals, poles, utilities, contours, fences, roads, ditches, etc. The plans will include existing conditions, proposed typical sections, median details, delineator details, proposed improvements, stake out plan, striping and signage plan, cross sections, as well as a construction phasing plan.

LJA will meet with COK via TEAMS to review the progress of the project.

One site visit for project team.

Quality Control:

LJA will provide experienced in-house independent railroaders as reviewers for Quality Control and Quality Assurance to review each milestone design package at each phase prior to submittal.

Assumptions

1. The City will provide any boundary and topographical survey information.
2. The City is directing the proposed improvements.
3. The city is handling the quiet zone approval process and FRA application. This process could take anywhere from one to two years.

THIS SCOPE DOES NOT INCLUDE THE FOLLOWING ITEMS:

- ROW/Easement Negotiation and/or Acquisition Services
- ROW Metes & Bounds
- Drainage/Roadway reports or studies
- Construction Material Testing
- Construction Inspection

Quiet Zone - Road Crossing Plans

- Preliminary Engineering Report
- Geotechnical Investigation and Reporting Services
- Topographical or Boundary Survey Services
- Environmental Investigation and Reporting Services
- Environmental Assessment. It is assumed that all environment concerns have been addressed.
- Construction Phase Services
- Design of excavation support systems. (By General Contractor)
- Design of Temporary support and shoring systems. (By General Contractor)
- Means and Methods of Construction.

COMPENSATION

The compensation will be billed on a lump sum basis for all tasks. See Exhibit C for a breakdown of costs.

Exhibit B

**Owner's Responsibilities for
Quiet Zone - Road Crossing Plans**

The City will perform the following:

- Promptly execute contract documents and amendments as necessary so as not to delay the prosecution of work.
- Promptly review and process all requests for payment.
- Prompt plan review of all interim and milestone deliverables
- Assist with Right of Entry for all properties
- Provide Utility and Construction Easement Acquisition Services
- Provide all public involvement and coordination with landowners
- Provide any boundary and topographical survey information.

Exhibit C: TO#8 City of Kyle Quiet Zone Bid Plans - Center & South Streets											
TASK DESCRIPTION	Principal	Senior PM	QA/QC Manager	Senior Engineer	Project Engineer	Engineer in Training	Senior Engineering Tech	CADD Technican	GIS TECHNICIAN	Administrative Assistant	Total Labor Hrs & Costs
	215.00	210.00	210.00	180.00	165.00	145.00	125.00	90.00	80.00	65.00	
	HOURS	HOURS	HOURS	HOURS	HOURS	HOURS	HOURS	HOURS	HOURS	HOURS	HOURS
TASK 1 – Project Coordination and Support											
1.0											
1.1 Meetings and Stakeholder Coordination	1	32		2	4						39
1.2 Site Visit		8			8						16
1.3 Coordinaton with City Subs		2			8						10
1.4 Task Order & LGPP Set Up and Execution	1	4		1						2	8
											0
											0
											0
											0
											0
TASK 1 SUB TOTAL HOURS	2	46	0	3	20	0	0	0	0	2	73
TASK 1 SUB TOTAL FEE	\$430.00	\$9,660.00	\$0.00	\$540.00	\$3,300.00	\$0.00	\$0.00	\$0.00	\$0.00	\$130.00	\$14,060.00
TASK 2 – At-Grade Crossing Designs											
2.0											
2.1 At-Grade Crossing Pans (90%-100%-IFB)		8	2	8	92						110
2.2 Misc Details			1	4	8						13
											0
											0
TASK 2 SUB TOTAL HOURS	0	8	3	12	100	0	0	0	0	0	123
TASK 2 SUB TOTAL FEE	\$0.00	\$1,680.00	\$630.00	\$2,160.00	\$16,500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$20,970.00
TASK 3 – Bid Support											
3.0											
3.1 Quantity Calculations			1	2	2						5
3.2 Cost Estimating			1	4							5
3.3 Specs		4	1	6	16						27
3.4 Prebid, Questions and Addenda		8		4							12
											0
											0
											0
											0
											0
											0
											0
											0
											0
TASK 3 SUB TOTAL HOURS	0	12	3.0	16	18	0	0	0	0	0	49
TASK 3 SUB TOTAL FEE	\$0.00	\$2,520.00	\$630.00	\$2,880.00	\$2,970.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$9,000.00
TOTAL Project Tasks											
TOTAL HOURS	2	66	6	31	138	0	0	0	0	2	245
TOTAL FEE	\$430.00	\$13,860.00	\$1,260.00	\$5,580.00	\$22,770.00	\$0.00	\$0.00	\$0.00	\$0.00	\$130.00	\$44,030.00
Project Totals											
LJA ODC											\$915.00
PROJECT TOTAL											\$44,945.00

LJA'S OVERHEAD DIRECT COSTS			
DIRECT REIMBURSABLE EXPENSES	Rate	Quantity	Cost
Lodging/Hotel	\$85.00		\$0.00
Meals	\$25.00		\$0.00
Flight (Domestic) (Round Trip)	\$300.00	1	\$300.00
Mileage	\$0.575	200	\$115.00
Rental Car	\$45.00		\$0.00
Standard Postage	\$0.42		\$0.00
Overnight Mail - letter size	\$16.00		\$0.00
Overnight Mail - oversized box	\$30.00		\$0.00
Courier Services (Deliveries)	\$30.00		\$0.00
CADD Plotting (per SQ/FT)	\$1.50		\$0.00
Photocopies B/W (8.5 X 11)	\$0.10		\$0.00
Photocopies B/W (11 X 17)	\$0.15		\$0.00
Photocopies Color (8 X 10)	\$0.75		\$0.00
Photocopies Color (11 X 17)	\$1.00		\$0.00
Blue/line/Black/line Prints (11" X 17")	\$0.20		\$0.00
Blue/line/Black/line Prints (22" X 34")	\$0.50		\$0.00
Plots (B/W on Bond)	\$0.25		\$0.00
Plots (Color on Bond)	\$2.00		\$0.00
Plots (Color on Photographic Paper)	\$5.50		\$0.00
Mylar (11" X 17")	\$3.00		\$0.00
Reproduction & Printing	\$500.00	1	\$500.00
Traffic Control for Subs	\$2,000.00		\$0.00
CD Archive	\$1.50		\$0.00
TCEQ Sewage Collection System Filing Fee	\$650.00		\$0.00
TDLR Registration and Inspection	\$1,450.00		\$0.00
City of Austin Permitting (DSD and QMD)	\$1,523.20		\$0.00
CIVCAST Advertisement	\$110.00		\$0.00
	TOTAL DIRECT COSTS		\$915.00



CITY OF KYLE, TEXAS

2022 Water Modeling Update

Meeting Date: 3/1/2022

Date time: 7:00 PM

Subject/Recommendation: Authorize award and execution of a purchase order to BURGESS AND NIPLE, INC., Austin, Texas, in an amount not to exceed \$41,180.00 for updating the City's water model. ~ *Leon Barba, P.E., City Engineer*

Other Information: On August 19, 2014, City Council approved a contract with Burgess and Niple, Inc. (B&N) to begin development of a water model and a wastewater model. The amount of the contract was \$284,250.00.

In July 2016 the City received the Water Distribution System Hydraulic Model report. This was the first time the City had done this kind of analysis on the overall water system. Customer meter records from 2013 were used to develop this report. The comprehensive report identified the immediate and future needs to be able to continue to maintain and manage a water distribution system that would meet the City's growth projections. Some of those recommendations have been completed or are in design.

The model was updated in March 2020, and since then there has been substantial development within the City.

Along with providing GIS information, record drawings for any new pumps and SCADA information, City staff will also provide customer meter records for the most recent full year which is 2021.

This water model update will provide the following:

- Identify areas of deficiency as they relate to flows, pressure, velocities, head loss and/or fire flow.
- Provide recommendations concerning the third pressure zone since changes have occurred recently.
- Recommendations for second pressure zone redundant and emergency water source capacity and performance improvements.
- Prioritized CIP list with cost estimates.

Legal Notes: N/A

Budget Information: Funding in the amount of \$41,180.00 is available in the approved CIP budget for Fiscal Year 2021-2022 as follows:

- 3310-86400-573130

ATTACHMENTS:

Description

☐ COK 2022 Water Model Update

Mr. Leon Barba, P.E.
City Engineer
100 W. Center Street
Kyle, TX 78640

Re: Water Distribution Modeling –2022 Update

February 8, 2022

Dear Mr. Barba,

THIS IS AN AGREEMENT effective as of _____ (“Effective Date”) between City of Kyle, Texas (Owner) and Burgess & Niple, Inc. (B&N). Your signature indicates acceptance of our Proposal and serves as notice to proceed with this instrument as an Agreement between the Owner and B&N.

Owner's Project, of which B&N's services under this Agreement are a part, is generally identified as follows:

- Water Distribution Modeling – 2022 Update

B&N’s Services under this Agreement are generally identified as follows:

1.01 Scope of Services

A. Task 1 – Project Management, Status Reporting & Invoicing

General project administration, supervision and management. Task also includes the quality assurance/control of data management, hydraulic modeling, engineering evaluations, and technical memorandum preparation.

B. Task 2 – Project Meetings

A total of two (2) remote video conferencing meetings will be provided:

- Kickoff Meeting – Following notice to proceed
- Project Review Meeting – Following completion of Tasks 3 through 5

B&N will provide all meeting agendas, handouts, presentation materials, and minutes.

C. Task 3 – Water Model Update

The existing WaterGEMS® water distribution model will be updated based on the following information, to be provided by the City:

1. ArcGIS shapefile data – Pipes, hydrants, valves, pumps, tanks, and 2-foot contours
2. Record Drawings – Tanks and pump stations that have been installed since the 2019 Model Update
3. Pump Curves – Pump stations that have been installed since the 2019 Model Update
4. SCADA data – Tank level and pump operating records for each hour over a 24-hour day for a typical 7-day week
5. Water Production Data – Most recent full year (2021) of total water production/purchase per day

6. Customer Meter Records – Most recent full year (2021) of customer meter records in digital excel format, assumed to include:
 - Water consumption readings
 - Dates consumption readings were collected
 - Meter street address
 - Customer names
 - Customer Type

D. Task 4 – Hydrant Testing & Calibration

1. Hydrant Testing - A hydrant flow test program will be developed by B&N and provided to the City for a total of 30 hydrant test locations throughout the system.
 - a. The City will perform the flow testing and provide test results to B&N in the format provided.
2. Calibration - The flow testing results provided by the City will be applied to the current model for steady state calibration. Results will be summarized in a table presenting and comparing updated model results with collected field data. Where model results deviate from field data by more than 3 pounds per square inch, additional fieldwork for checking closed valves and additional flow testing may be required.

E. Task 5 – Deliverables

A draft technical memorandum (electronic) will be provided to the City to summarize the following:

- Data used to update the model (Task 3)
- Hydrant Test calibration results (Task 4)
- Summary of Hydraulic Results – system flows, pressures, velocities, head loss, and fire flow will be evaluated based on the AWWA Manual of Practice M32 Computer Modeling of Distribution Systems and current International Organization of Standardization (ISO) requirements. Hydraulic deficiencies will be identified.

Exhibits and/or table summaries will be provided to summarize hydraulic results for current and modeling scenario. All data and recommendations in the draft deliverable will be subject to finalization based on comments from the City staff. The updated digital WaterGEMS® model and the hard copy technical memorandum (3 copies) will be delivered to the City with the final deliverable.

Owner and B&N further agree as follows:

2.01 Basic Agreement and Period of Service

- A. B&N shall complete its services within the following specific time period:
 - Model Update – Within 2 months from when all data outlined in Task 3 are received from the City.
 - Model Calibration, Future Scenarios, & Tech Memo – Within 2 months after receiving hydrant test data from the City.
- B. If authorized by Owner, or if required because of changes in the Project, B&N shall furnish services in addition to those set forth above. Owner shall pay B&N for its services as set forth in Section 3 below.

3.01 Basis of Payment—Hourly Rate

- A. Using the Scope of Work outlined in Section 1.01 and procedures set forth below, Owner shall pay B&N as follows:
1. An hourly-rate basis not-to-exceed the amount of **\$41,180.00** with an estimate of hours in Exhibit A. The hourly rate schedule by position is noted in the table below.

Rates Schedule

Classification	Hourly Rate Range
Principal	\$275
Project Manager; Director	\$220 – \$235
Civil Engineer	\$130 – \$175
Clerical	\$90 – \$115

- B. The amount billed monthly for B&N's services will be based upon man-hours completed during the billing period.
- C. For additional services B&N will negotiate with the Owner a modification to the fee.

3.02 Invoicing

- A. B&N shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt. If Owner fails to make any payment due B&N for services and expenses within 30 days after receipt of B&N's invoice, B&N may suspend services under this Agreement until B&N has been paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against B&N for any such suspension.

4.01 Termination

- A. The obligation to continue performance under this Agreement may be terminated:
1. For cause,
 - a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party. Failure to pay B&N for its services is a substantial failure to perform and a basis for termination.
 - b. By B&N:
 - 1) Upon seven days written notice if owner demands that B&N furnish or perform services contrary to B&N's responsibilities as a licensed professional; or

- 2) Upon seven days written notice if B&N's services for the Project are delayed for more than 90 days for reasons beyond B&N's control.

B&N shall have no liability to Owner on account of a termination by B&N under Section 4.01.A.1.b.

- c. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under Section 4.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience, by Owner effective upon B&N's receipt of written notice from Owner.
- B. The terminating party under Section 4.01.A may set the effective date of termination at a time up to 30 days later than otherwise provided to allow B&N to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.
 - C. In the event of any termination under Section 4.01, B&N will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all reimbursable expenses incurred through the effective date of termination.

5.01 Successors, Assigns, and Beneficiaries

- A. Owner and B&N are hereby bound and the successors, executors, administrators, and legal representatives of Owner and B&N (and to the extent permitted by Section 5.01.B the assigns of Owner and B&N) are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor B&N may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or B&N to any contractor, subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and B&N and not for the benefit of any other party.

6.01 General Considerations

- A. The standard of care for all professional engineering and related services performed or furnished by B&N under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. B&N makes no warranties, express or implied, under this Agreement or otherwise, in connection with B&N's services. Subject to the foregoing standard of care, B&N and its consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- B. All documents prepared or furnished by B&N are instruments of service, and B&N retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Owner shall have a limited license to use the documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by B&N of full payment for all services relating to preparation of the documents and subject to the following limitations: (1) Owner acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by B&N, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by B&N; (2) any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by B&N, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to B&N or to its officers, directors, members, partners, agents, employees, and consultants; (3) Owner shall indemnify and hold harmless B&N and its officers, directors, members, partners, agents, employees, and consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by B&N; and (4) such limited license to Owner shall not create any rights in third parties.
- C. Insurance: The insurance maintained by B&N is summarized below:
 - 1. B&N shall comply with all Workers' Compensation laws and, if required, provide certificates of coverage in connection with this Agreement.
 - 2. During the term of this Agreement, B&N will maintain in full force and effect liability insurance coverage, and will provide to the Owner certificates confirming such coverage, upon request.
- J. Indemnification by B&N: To the fullest extent permitted by Laws and Regulations, B&N shall indemnify and hold harmless Owner, and Owner's officers, directors, members, partners, agents, consultants, and employees, from losses, damages, and judgments (including reasonable consultants' and attorneys' fees and expenses) arising from third-party claims or actions relating to the Project, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of B&N or B&N's officers, directors, members, partners, agents, employees, or Consultants.
- K. Indemnification by Owner: Notwithstanding any other provisions of this Agreement, the Owner agrees, to the fullest extent permitted by law, to indemnify and hold harmless B&N, its officers, directors, employees, and subconsultants, (collectively, B&N) against all damages, liabilities or costs including reasonable attorneys' fees and defense costs, arising out of or in any way connected with this project or

the performance by any of the parties above named of the services under this Agreement, excepting only those damages, liabilities, or costs attributable to the negligent acts or negligent failure to act by B&N.

- L. Owner and B&N agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute shall be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law.

7.01 Total Agreement

- A. This Agreement (including any expressly incorporated attachments), constitutes the entire agreement between Owner and B&N and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

OWNER: CITY OF KYLE, TX

ENGINEER: BURGESS & NIPLE, INC.



By: _____

By: Kellen Hurst, P.E.

Title: _____

Title: District Director – Austin, Vice President

Date Signed: _____

Date Signed: 2/8/2022

Address for giving notices:

Address for giving notices:

9601 Amberglen Blvd., Suite 275

Austin, TX 78729

EXHIBIT A - KYLE WATER DISTRIBUTION MODELING - 2022 Update							
Task	Task Description	Team Member Hours					Total Costs
		Principal	Project Manager	Modeling Engineer	Graduate Engineer	Administrative Assistant	
1	Project Management, Status Reporting and Invoicing						
	Reporting, Supervision, Administration and Management	2	16	8		16	\$ 7,550.00
	Task 1 Total						\$ 7,550.00
2	Project Meetings						
	Kickoff Meeting		4	8	4		\$ 2,860.00
	Project Review Meeting	4	4	8	4		\$ 3,960.00
	Task 2 Total						\$ 6,820.00
3	Water Model Update						
	Review water production data			4	4		\$ 1,220.00
	Billing Data (format, geocode, import into model)			8	8		\$ 2,440.00
	Shapefiles (import new data into model)			16	8		\$ 3,840.00
	Update model with new pump curves and tank levels			4	8		\$ 1,740.00
	Task 3 Total						\$ 9,240.00
4	Hydrant Testing & Calibration						
	Create test forms and mapping			2	8		\$ 1,390.00
	Import hydrant test results into model			2	12		\$ 1,910.00
	Calibration			16			\$ 2,800.00
	Task 4 Total						\$ 6,100.00
5	Deliverables						
	Summarize model update			8	8		\$ 2,440.00
	Summarize calibration results			8	4		\$ 1,920.00
	Summary of Hydraulic results	2	2	24			\$ 5,220.00
	Exhibits			2	8		\$ 1,390.00
	Expenses						\$ 500.00
	Task 5 Total						\$ 11,470.00
	Project Estimated Total Hours and Fee	8	26	118	76	16	\$ 41,180.00



CITY OF KYLE, TEXAS

Task No. 2 Cobb-Fendley & Associates - Waterleaf Subdivision Wastewater Line Upsize/Relocation

Meeting Date: 3/1/2022

Date time: 7:00 PM

Subject/Recommendation: Approve Task Order No. 2 to COBB-FENDLEY & ASSOCIATES, INC., Austin, Texas in the amount not to exceed \$116,494.28 to provide a Preliminary Engineering Report for the Waterleaf Subdivision Wastewater Line Upsize/Relocation. ~ *Leon Barba, P.E., City Engineer*

Other Information: Cobb-Fendley and Associates will provide a Preliminary Engineering Report (PER) for the installation of approximately 5,000 linear feet of wastewater line via open trench, required appurtenances, and connections from the existing 21" wastewater line in the Cool Springs Phase 1 Subdivision through the Waterleaf Phase 1 and Phase 2 Subdivisions to the Wastewater Treatment Plant Head works in Kyle, Texas.

Services will include:

1. Project Management and QA/QC
2. Meetings
3. Data Collection
4. Determining Alignment, Easements/Land and Lane Acquisition Requirements
5. Project Permitting with TxDOT and TCEQ
6. Construction Cost Estimates
7. Survey Services
8. Utility Coordination
9. Geotechnical Analysis

Legal Notes: N/A

Budget Information: Funding in the amount of \$116,494.28 is available in the approved CIP budget for Fiscal Year 2021-2022 as follows:

- 3420-89904-573130

ATTACHMENTS:

Description

- ☐ Task Order No. 2 - Cobb Fendley & Associates

Task Order

In accordance with Paragraph 1.01 of the Agreement Between Owner and Engineer for Professional Services — Task Order Edition, dated November 9, 2020 ("Agreement"), Owner and Engineer agree as follows:

1. Background Data

- a. Effective Date of Task Order: Click or tap to enter a date.
- b. Owner: City of Kyle
- c. Engineer: Cobb, Fendley & Associates, Inc.
- d. Specific Project (title): Waterleaf Subdivision Wastewater Line Upsize/Relocation
- e. Specific Project (description): Provide a Preliminary Engineering Report (PER) for the installation of approximately 5,000 linear feet of wastewater line via open trench, required appurtenances, and connections from the existing 21" wastewater line in the Cool Springs Phase 1 Subdivision through the Waterleaf Phase 1 and Phase 2 Subdivisions to the Wastewater Treatment Plant Headworks in Kyle, Texas.

2. Services of Engineer

A. The specific services to be provided or furnished by Engineer under this Task Order are:

- Study and Report Services (Exhibit A, Part 1)

3. Additional Services

A. Additional Services that may be authorized or necessary under this Task Order are:

- Set forth as Additional Services in Part 2-Additional Services, of Exhibit A, Engineer's Services for Task Order," modified for this specific Task Order, and attached to an incorporated as part of this Task Order.

4. Owner's Responsibilities

Owner shall have those responsibilities set forth in Article 2 of the Agreement and in Exhibit B of this Task Order.

5. Task Order Schedule

In addition to any schedule provisions provided in Exhibit A or elsewhere, the parties shall meet the following schedule:

<u>Party</u>	<u>Action</u>	<u>Schedule</u>
Engineer	Prepare Preliminary Engineering Report and submit Draft Report to Owner with preliminary cost estimate.	Within 4 months of the Effective Date of the Task Order.
Owner	Submit comments regarding Draft Report to Engineer.	Within 30 days of the receipt of Draft Report.
Engineer	Furnish Final Preliminary Engineering Report and cost estimate to Owner.	Within 30 days of receipt of the Owner's comments regarding the Draft Preliminary Engineering Report.

6. Payments to Engineer

A. Owner shall pay Engineer for services rendered under this Task Order as follows:

Description of Service	Amount	Basis of Compensation
1. Basic Services (Part 1 of Exhibit A)		
a. Preliminary Engineering Report Phase (A1.02)	\$ 116,494.28	Lump Sum
TOTAL COMPENSATION (lines 1.a)	\$ 116,494.28	
2. Additional Services (Part 2 of Exhibit A)	\$ (N/A)	(N/A)

B. The terms of payment are set forth in Article 4 of the Agreement and in the applicable governing provisions of Exhibit C.

7. Consultants retained as of the Effective Date of the Task Order: Arias.

8. Other Modifications to Agreement and Exhibits: None.

9. Attachments: Exhibit A, Exhibit 8, Exhibit C.

10. Other Documents Incorporated by Reference: See Attachment A.

11. Terms and Conditions

Execution of this Task Order by Owner and Engineer shall make it subject to the terms and conditions of the Agreement (as modified above), which Agreement is incorporated by this reference. Engineer is authorized to begin performance upon its receipt of a copy of this Task Order signed by Owner

The Effective Date of this Task Order is Click or tap to enter a date.

OWNER:
CITY OF KYLE

ENGINEER:
Cobb, Fendley & Associates, Inc..

By: _____

By: _____

Print
Name. _____

Print
Name: Dan Warth

Title: _____

Title: Executive Vice President

Engineer License or Firm's
Certificate No. (if required): F-274
State of Texas

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

DESIGNATED REPRESENTATIVE FOR TASKORDER:

ATTEST: _____
Print Name, Choose an item.

Name: Stanley Fees

Address: _____

Title: Project Manager

Address: 505 E. Huntland Drive, Ste 100
Austin, Tx 78759

E-Mail
Address: sfees@cobbfendley.com

Phone: (512) 834-9798

This is EXHIBIT A, consisting of 4 pages, referred to in and part of the Task Order dated Click or tap to enter a date.

Engineer's Services for Task Order

PART 1—BASIC SERVICES

A1.01 Study and Report Phase Services

As Basic Services, Engineer shall:

A. DATA COLLECTION AND REVIEW

1. Review Reports, studies, and drawings. This assumes that the City of Kyle will provide relevant and requested reports, studies, and drawings. This includes Waterleaf Phase 1 and Phase 2 Subdivisions, Cool Springs Phase 1, Wastewater Master Plan, and any planned developments with wastewater flowing to the Cool Springs subdivision.
2. Site Visit(s) to proposed wastewater line alignment(s).
3. Coordinate with individual utility companies on installation of approximately 4,250 LF of wastewater line for as-built records and preparing a QL-D file exhibit of the existing utilities. All utility coordination activities will be in accordance with the City of Kyle Guidelines. There are seven (7) Utilities anticipated along the project corridor, including Spectrum (formerly Time Warner Cable), County Line Special Utility District, Enterprise, Pedernales Electric Cooperative (PEC), CenterPoint Energy, Texas Gas Service and Frontier Communications. Develop Utility Contact List, and Existing Utility Layout. See UC Proposal in Attachment A.
4. A field survey will be performed meeting the minimum topographic survey standards promoted by the Texas Board of Professional Land Surveyors. If Available, the Horizontal and Vertical Control established for this project, will be tied to any local survey control that may exist on-site and be provided by client. A topographic survey will be performed which will include, but not be limited to: 1-foot contours, data will be collected on a 100' grid with grade breaks, edge of concrete structures, overhead power, telephone or signal lines, buried cable markers or signs, above ground visible evidence of underground lines, power poles, guy anchors, and other important features / grade break points. CFA will locate all visible above grade utilities and improvements within the project area. CFA will collect flow line elevation data for all storm and sanitary manholes, drop inlets, and curb inlet lengths and flow lines, and top of nut elevations for all within the project area. CFA will locate and collect flow line elevation data for adjacent upstream and downstream wastewater drainage structures. NO One Call will be made for this survey. NO Boundary Right-of-Way limits will be determined at this time. A survey drawing in AutoCAD format, will be prepared depicting the data collected at time of survey. The drawing will be prepared using AutoCAD and delivered in hard copy and "pdf" electronic format. See Survey Proposal in Attachment A.
5. A geologic investigation will be performed by Arias along the proposed alignment to determine soil conditions. A total of 5 borings with a boring depth of 25 feet and 3 borings with a depth of 15 feet will be obtained and testing will be performed on recovered samples selected by the geotechnical engineer to aid in soil classification and to measure engineering properties. The Geotech will issue electronic copies of the Geotechnical Data Report (GDR) and Geotechnical Design Memorandum (GDM) prepared by a licensed professional engineer in the State of Texas. See Geotech Proposal in Attachment A.

- B. Determine Alignment, Easement and Land Acquisition Requirements for wastewater line relocation - Prepare Exhibits for Potential Easement Requirements to be included in the PER. This does not include metes and bounds descriptions. These will be for discussion only. Metes and Bounds will be performed by CF survey

department after developed by engineering and approved by the client.

1. Evaluate the existing and proposed developments/studies/wastewater master plan listed in A1 above to provide a plan view layout of the existing and proposed developments to be considered in determining the capacity of the proposed wastewater line.
 2. Determine Easement/Land Acquisition Requirements.
 3. Determine WWL size.
- C. Determine Permitting/Design Requirements to Accompany PER
- a. TxDOT, TCEQ Edwards Aquifer Zone/SCS/WPAP.
- D. Construction Cost Estimates: shall include estimates based on linear feet of wastewater and other identified construction activities. 25% contingency will be applied.
- E. Deliverables
1. Monthly Status Update - Assumes 4 months duration for draft PER.
 2. Preliminary Engineering Report – Draft.
 3. Preliminary Engineering Report – Final.
- F. Project Management and QA/QC: This task consists of effort associated with project administration, coordination with City staff, coordination and supervision of the project team, invoicing, and quality management so that project milestones and deliverables meet schedule and budget constraints.
1. Project Management.
 2. QA/QC.
- G. Meetings
1. Project Coordination Meetings. Two meetings have been budgeted for this Master Planning Phase with the client.
 2. Kickoff Meeting. One kickoff meeting with the project team.
 3. Bi-weekly coordination calls. CF will host up to 8 coordination call meetings with the project team.
- H. Exclusions:
1. Permit applications to TxDOT, TCEQ Edwards Aquifer Zone/SCS/WPAP are not included. These permit applications if needed will be performed during the design phase.
 2. Right of Entry (ROE) if required will be provided by the client. The survey will not address compliance or assessment of existing utilities, wetland determinations, fault lines and/or environmental assessments that are beyond the surveyor's expertise. "Standard traffic control" is performed by CobbFendley and is included in our standard rates. "Standard traffic control" can be described as short-term lane closure necessary for manhole entry or access to utility features located in the roadway. Should "NON STANDARAD" control be required (lane closures, police office present, arrow board, etc...) these services will be considered extra. Any other service not specifically included within this description of Scope of Services described above. This survey DOES NOT conform to the ALTA/ACSM Standards. A revised estimate can be provided should those standards be required.



PART 2—ADDITIONAL SERVICES

A2.01 Additional Services Requiring an Amendment to Task Order

- A. Work not described in the basic services must be approved by supplemental amendment by the City before the Engineer undertakes it. If the Engineer is of the opinion that any work is beyond the scope of this Contract and constitutes additional work, the Engineer shall promptly notify the Owner of that opinion, in writing. In the event the City finds that such work does constitute additional work, then the City shall so advise the Engineer, in writing, and shall provide extra compensation to the Engineer for the additional work as provided under a supplemental agreement.

This is EXHIBIT B, consisting of 1 page, referred to in and part of the Agreement between Owner and Engineer for Professional Services — Task Order Edition dated [Click or tap to enter a date.](#)

Owner's Responsibilities

Article 2 of the Agreement is amended and supplemented to include the following responsibilities unless expressly stated otherwise in a Task Order.

B2.01 *Specific Responsibilities*

A. Owner shall:

1. The City will provide to CF all data in the City's possession relating to CF's services on the Project. CF will reasonably rely upon the accuracy, timeliness, and completeness of the information provided by the City.
2. The City will give prompt notice to CF whenever the City observes or becomes aware of any development that affects the scope or timing of CF's services.
3. The City will examine information submitted by CF and render in writing or otherwise provide comments and decisions in a timely manner.

This is EXHIBIT C, consisting of 1 page, referred to in and part of the Agreement between Owner and Engineer for Professional Services — Task Order Edition dated [Click or tap to enter a date..](#)

Payments to Engineer for Services and Reimbursable Expenses

Article 2 of the Agreement is amended and supplemented to include the following agreement of the parties:

ARTICLE 2 — OWNER'S RESPONSIBILITIES

C2.01 Explanation of Compensation Method

A. Lump Sum

1. Owner shall pay Engineer a Lump Sum amount for the specified category of services as shown on the following page.
2. The Lump Sum includes compensation for Engineer's services and services of Consultants, if any. The Lump Sum constitutes full and complete compensation for Engineer's services in the specified category, including labor costs, overhead, profit, expenses (other than those expenses expressly eligible for reimbursement, if any), and Consultant charges.
3. The portion of the Lump Sum amount billed for Engineer's services will be based upon Engineer's estimate of the proportion of the total services actually completed during the billing period to the Lump Sum.

EXHIBIT 2 - FEE ESTIMATE																	
City of Kyle, Texas Waterleaf Subdivision WWL Upsize and Relocation PER																	
						Staff							Civil Subconsultants	Total Expense	Mileage	Printing 8.5x11	Printing Full Size
		Professional Service Description	Total Task Hours	Total Task Cost	Principal	Project Manager	Senior Project Engineer	Senior Project Engineer	Graduate Engineer I	Graduate Engineer II	Clerical	Sub 1		per mile	per each	per sf	
					JDH	SRF	LDP	CW	RN	HB	AR						
					\$278.00	\$201.00	\$201.00	\$201.00	\$108.00	\$118.00	\$82.00	Fee		\$0.55	\$0.15	\$3.00	
		Preliminary Engineering Report	336.00	\$ 48,571.00	10.00	46.00	12.00	53.00	117.00	78.00	20.00	0.00	250.28	184.00	1000.00	0.00	
	1	Project Management and QA/QC	40.00	\$ 7,352.00	4.00	12.00	12.00	0.00	0.00	12.00	0.00	0.00					
	a	Project Management	28.00	\$ 4,940.00	4.00	12.00				12.00			\$ -				
	b	QA/QC	12.00	\$ 2,412.00			12.00						\$ -				
	2	Meetings	56.00	\$ 8,554.00	0.00	13.00	0.00	13.00	14.00	14.00	2.00	0.00					
	a	Project Coordination Meetings - Assumes 2	19.00	\$ 2,820.00		4.00		4.00	5.00	5.00	1.00		\$ -				
	b	Kickoff Meeting	5.00	\$ 710.00		1.00		1.00	1.00	1.00	1.00		\$ -				
	c	Bi-weekly Coordination Meetings - up to 8	32.00	\$ 5,024.00		8.00		8.00	8.00	8.00			\$ -				
	3	Data Collection	36.00	\$ 5,124.00	0.00	4.00	0.00	8.00	12.00	12.00	0.00	0.00					
	a	Review Reports, studies and drawings	24.00	\$ 3,416.00		2.00		6.00	8.00	8.00							
	b	Site visits - Assumes 1	12.00	\$ 1,708.00		2.00		2.00	4.00	4.00			\$ 100.28	184			
	4	Determine Alignment, Easement/Land Acquisition Requirements	101.00	\$ 13,492.00	3.00	6.00	0.00	12.00	40.00	40.00	0.00	0.00					
	a	Evaluate Alignment(s)	39.00	\$ 5,100.00	1.00	2.00		4.00	16.00	16.00							
	b	Determine Easement/Land Acquisition Requirements	23.00	\$ 3,292.00	1.00	2.00		4.00	8.00	8.00							
	c	Determine WWL Size	39.00	\$ 5,100.00	1.00	2.00		4.00	16.00	16.00							
	5	Project Permitting Requirements	7.00	\$ 1,035.00	0.00	1.00	0.00	2.00	4.00	0.00	0.00	0.00					
	a	TxDOT, TCEQ Edwards Aquifer Zone/SCS/WPAP	7.00	\$ 1,035.00		1.00		2.00	4.00								
	6	Construction Cost Estimates	11.00	\$ 1,653.00		1.00		4.00	6.00								
	7	Deliverables	85.00	\$ 11,361.00	3.00	9.00	0.00	14.00	41.00	0.00	18.00	0.00					
	a	Monthly Status Update - Assumes 4	6.00	\$ 875.00		1.00		2.00	1.00		2.00		\$ -				
	b	Preliminary Engineering Report - Draft	44.00	\$ 5,814.00	2.00	4.00		6.00	24.00		8.00		\$ 75.00		500		
	c	Preliminary Engineering Report - Final	35.00	\$ 4,672.00	1.00	4.00		6.00	16.00		8.00		\$ 75.00		500		
	8	Survey Services	0.0	\$ 25,351.00								\$ 25,351.0					
		Coordination with Survey	6.0	\$ 1,206.00		3.0		3.0									
	9	Utility Coordination Services	0.0	\$ 18,834.00								\$ 18,834.0					
		Coordination with UC	6.0	\$ 1,206.00		3.0		3.0									
	10	Geotech	0.0	\$ 19,870.00								\$ 19,870.0					
		Coordination with Arias	6.0	\$ 1,206.00		3.0		3.0									
END BASIC SERVICES																	
		Total Basic Service Hours:	336.00		10.00	46.00	12.00	53.00	117.00	78.00	20.00						
		Total Basic Services	\$ 48,571.00														
		Total Expenses	\$ 250.28														
		Overall Total - Basic Services	\$ 48,821.28														
		Supplemental Services		\$ 67,673.00													
		END															
		Total Supplemental Services	\$ 67,673.00														
		Total Fee Basic + Supplemental Services		\$ 116,494.28													

The hours listed above are an estimate. The hours assigned to the Phase are not exclusive to the Phase which they are assigned. The total fee will not exceed the total contract amount as discussed in Article 2. The hourly rates of this contract shall apply throughout the remainder of this contract and to all change in services.

Payment to the ENGINEER will be made as follows:

1. Basic Services - The amounts of these invoices will be based upon the extent of work completed by the Engineer on an hourly basis.
2. Supplemental Services - The Engineer will receive approval in writing before performing supplemental services. The amounts of these invoices will be based upon the extent of work completed by the Engineer on a lump sum basis.
3. Reimbursable Expense - Reimbursable expenses including such things as expenses for plotting, reproduction of documents, auto travel mileage (current IRS approved mileage rate), delivery charges, long distance communications, freight, and state accessibility will be invoiced with appropriate backup documentation.

Invoice and Time of Payment

Invoices will be prepared in a format approved by the City prior to submission of the first monthly invoice. Invoices shall be submitted monthly and paid within 30 days.

ATTACHMENT A
ADDITIONAL SCOPE PROPOSAL

SCOPE OF SERVICES

City of Kyle

Waterleaf Subdivision

UTILITY COORDINATION SERVICES

The specific tasks to be performed by CobbFendley in conjunction with this project are limited to the following:

1.0 Utility Coordination

Utility adjustment coordination includes coordinating with individual utility companies on installation of approximately 4,250 LF of wastewater line for as-built records and preparing a QL-D file exhibit of the existing utilities. All utility coordination activities will be in accordance with the City of Kyle Guidelines. There are seven (7) Utilities anticipated along the project corridor, including Spectrum (formerly Time Warner Cable), County Line Special Utility District, Enterprise, Pedernales Electric Cooperative (PEC), CenterPoint Energy, Texas Gas Service and Frontier Communications.

1.1 Schematic/30% Design Phase:

1. As-builts/Record Research. CobbFendley shall make contact with all known utility providers in and adjacent to the project area and request maps and/or as-builts of their existing facilities.
2. Develop Utility Contact List. CobbFendley establish contact with existing Utility Companies within and adjacent to the Project and create a utility contact list. This list will be maintained throughout the project.
3. Existing Utility Layout. CobbFendley shall create an existing utility layout in the latest version of AutoCAD using base topo/survey files provide by the Client correlated with as-builts provided by each Utility Owner. This layout will be utilized to assist in conflict assessment, monitor necessity of relocations and evaluate alternatives.
4. Field Reconnaissance and Data Collection. CobbFendley shall make a field visit to verify existing utility layout drawings with field conditions.
5. 30% Conflict Assessment. CobbFendley will determine which utilities will be conflict with the project, based on the latest design plans, and make the utility companies aware of these conflicts. CobbFendley will review direct conflicts with proposed project improvements, constructability conflicts, and conflicts with current rules/guidelines.
6. 30% Written Notification Letters. CobbFendley will prepare and mail written notification letters to any utilities found to be in conflict with the project. A CD and/or USB will be included with the letter containing milestone design plan sheets (*.pdf and *.dgn format).
1. 30% Meeting with Utilities. CobbFendley shall set up one group utility coordination meeting with any utilities found to be in conflict with the project, to discuss concepts and options for construction based on the 30% design plans. This meeting will include meeting preparation, travel time, meeting, and follow-up meeting minutes. CobbFendley will set agenda for coordination meeting as directed by the City of Kyle.

One group utility meeting anticipated

EXHIBIT 1												
City of Kyle												
Waterleaf Subdivision												
Utility Coordination & Engineering Services												
		Fee Summary Subprovider: Cobb, Fendley & Associates, Inc.	Total Task Hours	Staff								Task Budget
				Senior Project Manager	Senior Project Engineer	Graduate Engineer	Senior Utility Specialist	Utility Specialist	Senior Technician I	Technician II	Clerical Staff	
				\$278.00	\$201.00	\$108.00	\$175.00	\$110.00	\$103.00	\$84.00	\$108.00	
1.0		UTILITY COORDINATION	151.0	3.5	14.0	35.0	9.0	45.0	8.0	46.0	0.5	
	1.1	Schematic	151.0	3.5	14	35	9	45	8	46	0.5	
		1.1.1 As-builts/Record Research	43.0		3	16		24				\$ 4,971.00
		1.1.2 Develop Utility Contact List	3.0				1	2				\$ 395.00
		1.1.3 Existing Utility Layout	51.0	1	2			4	8	36		\$ 4,968.00
		1.1.4 Field Reconnaissance and Data Collection	16.0				8	8				\$ 2,280.00
		1.1.5 30% Conflict Assessment	38.0	2	8	16		2		10		\$ 4,952.00
		1.1.6 30% Notice Letters	3.0	0.5				2			0.5	\$ 413.00
		1.1.7 30% Meeting with Utilities (1 group meeting)	7.0		1	3		3				\$ 855.00
TOTAL UTILITY COORDINATION												\$ 18,834.00

January 11, 2022

City of Kyle – Waterleaf WWL Rehabilitation

The specific tasks to be performed by CobbFendley Survey in conjunction with this project are limited to the following:

SCOPE OF SERVICES

PROJECT DESCRIPTION

The project is described as Topographical Surveys for proposed WWL Rehabilitation Project within Waterleaf Subdivision, in the City of Kyle as shown in green on Exhibit “A” below. Project totals approximately 4,820 linear feet.

SURVEY – CONTROL

1. CFA will utilize the VRS system and GPS equipment to establish horizontal and vertical survey control for the project site. Survey Control will be based on the Texas State Plane Coordinate System, South Central Zone, NAD 83 (2011), NAVD 88, Grid Coordinates
2. CFA will establish a minimum of four (4) survey control points, outside the project area.

TOPOGRAPHIC SURVEY

1. A field survey will be performed meeting the minimum topographic survey standards promoted by the Texas Board of Professional Land Surveyors.
2. If Available, the Horizontal and Vertical Control established for this project, will be tied to any local survey control that may exist on-site and be provided by client.
3. A topographic survey will be performed which will include, but not be limited to: 1-foot contours, data will be collected on a 100' grid with grade breaks, edge of concrete structures, overhead power, telephone or signal lines, buried cable markers or signs, above ground visible evidence of underground lines, power poles, guy anchors, and other important features / grade break points. This survey will include the fence line location around the perimeter of the project only.
4. CFA will locate all visible above grade utilities and improvements within the project area.
5. CFA will collect flow line elevation data for all storm and sanitary manholes, drop inlets, and curb inlet lengths and flow lines, and top of nut elevations for all within the project area.
6. CFA will locate and collect flow line elevation data for adjacent upstream and downstream wastewater drainage structures.
7. NO One Call will be made for this survey.
8. NO Boundary Right-of-Way limits will be determined at this time.
9. A survey drawing in AutoCAD format, will be prepared depicting the data collected at time of survey.
10. The drawing will be prepared using AutoCAD and delivered in hard copy and “pdf” electronic format.

EXCLUSIONS FROM THE SCOPE OF SERVICES

Specific items excluded from this proposal are as follows, and CobbFendley shall have no responsibility to perform any of these services.

1. Right of Entry (ROE) if required will be provided by the client.
2. The survey will not address compliance or assessment of existing utilities, wetland determinations, fault lines and/or environmental assessments that are beyond the surveyor's expertise.
3. "Standard traffic control" is performed by CobbFendley and is included in our standard rates. "Standard traffic control" can be described as short-term lane closure necessary for manhole entry or access to utility features located in the roadway. Should "NON STANDARAD" control be required (lane closures, police office present, arrow board, etc...) these services will be considered extra.
4. Any other service not specifically included within this description of Scope of Services described above
5. This survey DOES NOT conform to the ALTA/ACSM Standards. A revised estimate can be provided should those standards be required.

BASIS OF COMPENSATION

We propose to perform the described Basic Services for the following fees:

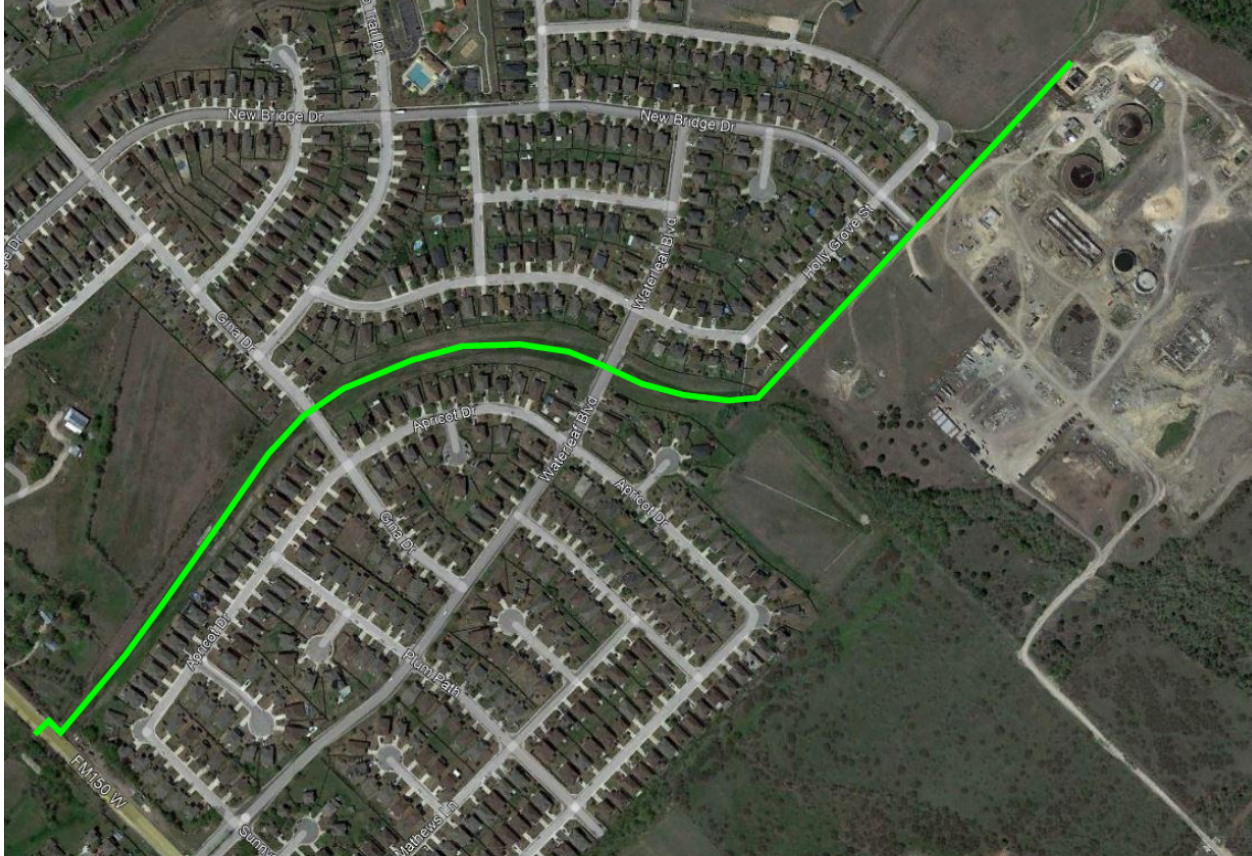
Basic Services

1. Topographic Survey **\$ 25,351.00**

SCHEDULE OF SERVICES

CobbFendley will use reasonable efforts to begin the survey within 48 hours of notice to proceed and complete its Services within **ten (10) business days** upon commencement of work. However, due to possible adverse effects of weather, the survey date may change.

EXHIBIT "A"





13581 Pond Springs Road, Suite 210, Austin, Texas 78729 • Phone: (512) 428-5550 • Fax: (512) 428-5525

January 26, 2022
Arias Project No. 2021-1438

Email: SFees@cobbhendley.com

Mr. Stanley Fees, P.E., CFM, LGPP
Cobb Fendley & Associates, Inc.
505 E. Huntland Drive, Suite 100
Austin, Texas 78752

RE: Proposal for Geotechnical Engineering Services
Waterleaf and Cool Springs Wastewater Rehabilitation
Kyle, TX

Dear Mr. Fees,

Arias & Associates, Inc. (Arias) is pleased to be selected to provide geotechnical engineering services for the above referenced project. Our understanding of the project is based on the information provided by you. We have received the site plan showing the project limits and discussed the project with you. The following sections present our understanding of the project, proposed scope of services, fee compensation requirements, and schedule.

Project Information

The Waterleaf Subdivision project consists of installing approximately 3,400 LF of wastewater lines along an existing drainage channel, Waterleaf Boulevard, New Bridge Drive, and Abundance Lane, in Kyle, TX. The depth of the new wastewater line is not provided at time of proposal, and it is anticipated to be in the upper 10 ft below the existing grade.

The project may also include approximately 1,400 LF of wastewater lines in the Cool Springs Phase 1 Subdivision along the existing drainage channel between FM 150 W and Gina Drive. The depth of the new wastewater line is anticipated to be at 15 to 20 ft below the existing grade. The installation methods will consist of trenched, open cut methods along the entire alignment in the Waterleaf Subdivision and Cool Springs.

Proposed Investigation

Based on published geologic and nearby project experience, the site is mapped as being underlain by Leona Formation (Qle) and further underlain by highly plastic and potentially expansive clay of Pecan Gap Chalk (Kpg) of the Taylor Group. Based on our understanding of the proposed project, we propose the following drilling scope:

Borings	Boring Depth (ft)	No. of Borings	Footage, ft
Wastewater Line	25	5	125
Total			125

A Geologic and Boring Location Map is presented on the attached Exhibit A. Arias personnel will mark the boring locations and will notify Texas One-Call at least 72 hours prior to drilling. Arias will obtain a Right of Way (ROW) or excavation permit in accordance with the City of Kyle permit program. The borings will require traffic control for drilling in the public ROW.

The borings will be advanced using augering and sampling techniques. Arias personnel will locate the borings, direct the sampling efforts, and visually classify recovered samples. Soils will be sampled by either pushing a thin-walled tube (ASTM D1587) of cohesive soils, or split barrel sampler while performing the Standard Penetration Test (ASTM D1586) for cohesionless (sandy) soils. Continuous core sampling of the limestone stratum (ASTM D2113) will be performed where competent limestone is encountered. Asphalt and base material thickness will be measured and reported for borings drilled through pavements. If groundwater is encountered, the groundwater levels within the open borehole will be recorded at the time of drilling and immediately following drilling. Borings will be backfilled with a mixture of soil cuttings and bentonite, and capped with at least 2 feet of concrete (sackcrete) and patched with asphalt.

Laboratory testing will be performed on recovered samples selected by the geotechnical engineer to aid in soil classification and to measure engineering properties. Laboratory testing is expected to include moisture content, Atterberg limits, fines content (percent passing the No. 200 sieve), unconfined compression strength testing, and corrosion testing. The actual laboratory program will depend upon the type of soils encountered.

Reporting

We will issue electronic copies of the Geotechnical Data Report (GDR) and Geotechnical Design Memorandum (GDM) prepared by a licensed professional engineer in the State of Texas. Specifically, the report will include the following:

Geotechnical Data Report (GDR):

- Description of the field exploration program;
- Description of the laboratory testing program and results;
- Soil boring plan that depicts borehole locations on a base map provided by Client;
- Soil boring logs with soil classifications based on the Unified Soil Classification System (ASTM D 2487);
- Generalized site stratigraphy and engineering properties developed from field and laboratory data at the explored locations; and

- Depth where groundwater, if encountered, at the time of drilling and immediately after drilling.

Geotechnical Design Memorandum (GDM): The Geotechnical Design Memorandum will provide the following geotechnical recommendations.

- Bedding and backfilling recommendations for trenched excavations;
- Modulus of soil reaction, E' , for buried pipelines;
- General recommendations for construction; and
- Recommendations for groundwater control.

Arias will provide draft reports for review, comment, and requests for clarification, which will then be addressed in the final GDR and GDM reports.

Please be advised that Arias & Associates, Inc. performs Construction Materials Engineering and Testing (CoMET) per project requirements. We will be pleased to provide a separate proposal for construction materials testing at your request.

Proposed Fee

We propose the following fees to perform the above scope of services on a time-and-materials, not-to-exceed **\$19,870.00**. A Geotechnical Cost Breakdown is presented on the attached Exhibit B.

Should it be necessary to expand our services beyond those outlined in this proposal, we will notify the project team, send a supplemental proposal stating the additional services and fee, and will not proceed without the project team manager written authorization. We will invoice only for the authorized services.

We will invoice for work completed on a monthly basis. This proposal is based on the following assumptions:

- Boring locations will be clear and accessible to our truck-mounted drilling equipment. No clearing of vegetation (nor the corresponding permits and fees), trees, brush or debris is included in this proposal;
- The ground at the time of the field investigation should be dry and strong enough to support the weight of the drilling vehicles. Otherwise the client will be informed about the need to utilize an all-terrain vehicle to access boring locations;
- We will be provided with existing maps of known utilities, and we will notify Texas 811 at least 72 hours prior to drilling;
- Right of Entry (ROE) to access the boring locations will be obtained by others prior to our mobilization;
- Boring locations will require traffic control;

- Drilling will commence during normal daytime working hours (8 am to 5 pm, Monday to Friday). If drilling hour limitations increase the number of days required for our field investigation, or if after hours or weekend drilling is required, we will need to discuss adjustments to our proposed fee.

Schedule

Upon receiving written authorization, and weather and site conditions permitting, we can initiate our field investigation within 1 to 2 weeks. Permitting through City of Kyle and utility clearance is expected to take 2 to 3 weeks. Drilling of the boreholes will take 1 to 2 workdays. Laboratory testing and issuance of the draft GDR and GDM reports will take another 3 to 4 weeks upon completion of drilling.

We will keep you verbally informed of our findings as they become available. Delays sometime occur due to adverse weather, utility clearance requirements, site clearing requirements for drill rig access, obtaining Right of Entries and other factors outside of our control. In this event, we will communicate the nature of the delay with you and provide a revised schedule at the earliest possible date.

Proposal Acceptance

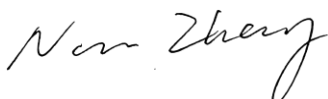
We understand that proposal authorization and contract terms will be established per CobbFendley's Subcontract for Professional Services. We will begin work upon receipt of a signed copy of the subcontract. Please attach this proposal to the subcontract and email to nzhang@ariasinc.com. If the client information or billing address is different than the addressee, please include that information as well.

Should you have any questions, please do not hesitate to contact us. The undersigned will manage and perform the work. Thank you for this opportunity.

Sincerely,

ARIAS & ASSOCIATES, INC.

TBPE Registration No: F-32



Nan Zhang, Ph.D., P.E.
Geotechnical Project Engineer



John S. Landwermeyer, P.E.
Managing Principal, Austin Operations

Attachments

- Exhibit A – Geologic and Boring Location Map
- Exhibit B – Geotechnical Cost Estimate

Exhibit A-1 Geologic Map

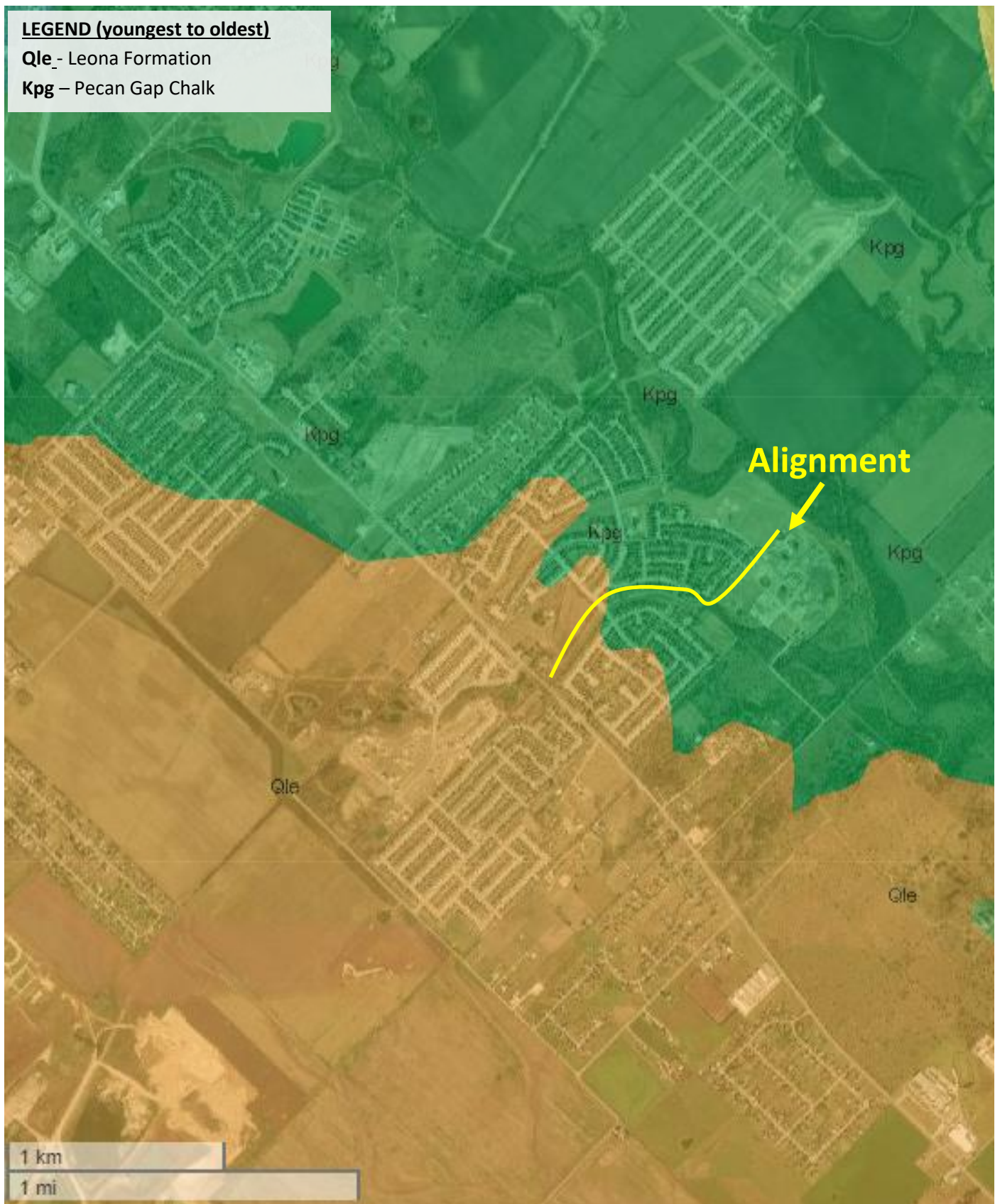


Exhibit A-2 Boring Location Map

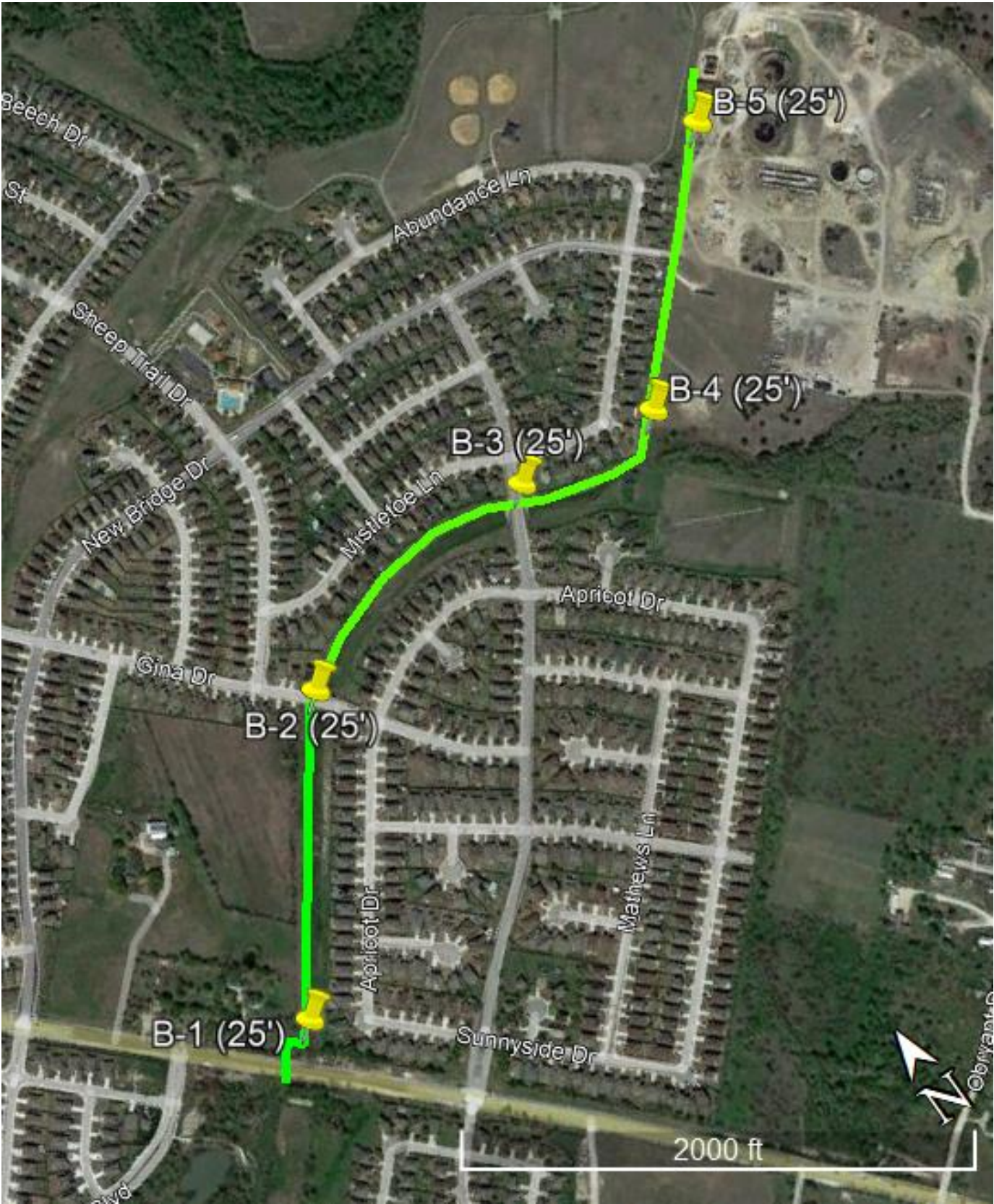


Exhibit B - Geotechnical Cost Estimate
Waterleaf and Cool Springs Wastewater Rehabilitation
Kyle, Texas

Task	Item Description	Est. Qty.	Unit	Unit Price	Est. Total Price
1 Field Exploration					
1.1 Planning and Coordination					
	Engineer in Training (Staking of Borings, One-Call, Drilling Plan)	8	hr	\$ 95.00	\$ 760.00
	Trip Charge	2	ea	\$ 55.00	\$ 110.00
	Engineer in Training I (Permitting)	4	hr	\$ 95.00	\$ 380.00
	Excavation Permits (Estimate)	2	ea	\$ 200.00	\$ 400.00
	Arias % Markup on Expense	10%	ls	\$ 400.00	\$ 40.00
	Project Engineer (Management)	2	hr	\$ 125.00	\$ 250.00
				1.1 Subtotal	\$ 1,940.00
1.2 Drilling and Sampling					
	Mobilization (drill rig, support equipment - daytime drilling)	2	ea	\$ 800.00	\$ 1,600.00
	Drilling and Sampling (Soil)	125	ft	\$ 20.00	\$ 2,500.00
	Backfill boreholes	125	ft	\$ 5.00	\$ 625.00
	Repair Core with Cold Mix	2	ea	\$ 40.00	\$ 80.00
	Drill Logger	16	hr	\$ 75.00	\$ 1,200.00
	Trip Charge - Logger	2	ea	\$ 55.00	\$ 110.00
				1.2 Subtotal	\$ 6,115.00
1.3 Traffic Control					
	Outside Services (Estimate)	0.5	day	\$ 1,800.00	\$ 900.00
	Arias Markup on Expense	10%	ls	\$ 900.00	\$ 90.00
				1.3 Subtotal	\$ 990.00
				Field Exploration TOTAL:	\$ 9,045.00
2 Laboratory Soil Testing					
	Moisture Content	20	ea	\$ 15.00	\$ 300.00
	Atterberg Limits	16	ea	\$ 75.00	\$ 1,200.00
	Particle Gradation, Including No. 200 sieve	16	ea	\$ 75.00	\$ 1,200.00
	Unconfined Compressive Strength (rock or soil)	9	ea	\$ 65.00	\$ 585.00
	Soluble Sulfate (ASTM D516)	2	ea	\$ 80.00	\$ 160.00
	Soluble Chloride (ASTM D512)	2	ea	\$ 70.00	\$ 140.00
	Soil pH (TEX-128-E)	2	ea	\$ 65.00	\$ 130.00
	Laboratory Resistivity (ASTM G-58, TEX 129-E)	2	ea	\$ 85.00	\$ 170.00
	Lab Manager	2	hr	\$ 85.00	\$ 170.00
				Laboratory Testing TOTAL:	\$ 4,055.00
3 Engineering and Reporting					
3.1 Geotechnical Data Report (GDR)					
	Principal Engineer	2	hr	\$ 195.00	\$ 390.00
	Project Engineer	10	hr	\$ 125.00	\$ 1,250.00
	Engineer in Training	20	hr	\$ 95.00	\$ 1,900.00
	Data Processing	2	hr	\$ 65.00	\$ 130.00
				3.1 Subtotal	\$ 3,670.00
3.2 Geotechnical Design Memorandum (GDM)					
	Principal Engineer	2	hr	\$ 195.00	\$ 390.00
	Project Engineer	10	hr	\$ 125.00	\$ 1,250.00
	Engineer in Training	14	hr	\$ 95.00	\$ 1,330.00
	Data Processing	2	hr	\$ 65.00	\$ 130.00
				3.2 Subtotal	\$ 3,100.00
				Engineering TOTAL:	\$ 6,770.00
Project Total					\$ 19,870.00



CITY OF KYLE, TEXAS

Approve a Letter of Participation and a Resolution in Support of CAPCOG's Application for Particulate Matter (PM2.5) Monitoring

Meeting Date: 3/1/2022

Date time: 7:00 PM

Subject/Recommendation: Approve a Letter of Participation and a Resolution in Support of CAPCOG's Application for Particulate Matter (PM2.5) Monitoring in Central Texas. ~ *Robert Rizo, Mayor Pro Tem*

Other Information: The City of Kyle is excited to partner and support by Resolution, the Capital Area Council of Governments (CAPCOG) application for enhanced fine particulate matter (PM_{2.5}) monitoring in Central Texas. The City of Kyle is a member of the Central Texas Clean Air Coalition (CAC) and is actively involved in the region's ongoing air quality planning efforts. The City of Kyle participates in the Regional Air Quality Plan, whose objectives are to maximize the probability of compliance with the National Ambient Air Quality Standards region-wide and to minimize the health and environmental impacts of regional air pollution.

If CAPCOG is awarded funding for this project, the City of Kyle agrees to partner with CAPCOG to carry out the following activities:

- Participate in the site selection process through involvement in the CAC Advisory Committee (CACAC), and
- Promote public awareness of the data collected from the project and outreach and education materials that support the project.

Legal Notes: N/A

Budget Information: N/A

ATTACHMENTS:

Description

- ☐ City of Kyle Letter of Partnership for CAPCOG Monitoring Grant
- ☐ Resolution in Support for CAPCOG Monitoring Grant



March 1, 2022

Andrew Hoekzema, Director of Regional Planning and Services
Capital Area Council of Governments
6800 Burleson Road, Building 310, Suite 165
Austin, TX 78744

Dear Mr. Hoekzema,

The City of Kyle is excited to partner with the Capital Area Council of Governments (CAPCOG) and other local partners on CAPCOG's application for enhanced fine particulate matter (PM_{2.5}) monitoring in Central Texas. The City of Kyle is a member of the Central Texas Clean Air Coalition (CAC) and is actively involved in the region's ongoing air quality planning efforts. The City of Kyle participates in the Regional Air Quality Plan, whose objectives are to maximize the probability of compliance with the National Ambient Air Quality Standards region-wide and to minimize the health and environmental impacts of regional air pollution.

If CAPCOG is awarded funding for this project, the City of Kyle agrees to partner with CAPCOG to carry out the following activities:

- Participate in the site selection process through involvement in the CAC Advisory Committee (CACAC), and
- Promote public awareness of the data collected from the project and outreach and education materials that support the project.

Founded in 2002, the CAC is a voluntary, unincorporated association that facilitates the development, adoption, and implementation of clean air plans to promote a regional effort toward the improvement of air quality for Bastrop, Caldwell, Hays, Travis, and Williamson counties. CAC members include local governments, non-profit organizations, universities, Texas state departments, and private point source pollution operators.

As one of CAPCOG's partners in promoting air quality within the region, the City of Kyle would view our involvement with this project as an extension of our commitment to clean air in Central Texas. The City of Kyle appreciates the opportunity to participate.

Sincerely,

Robert Rizo, Council Member
City of Kyle

RESOLUTION NO. _____

**A RESOLUTION IN SUPPORT OF THE CAPITAL AREA COUNCIL OF
GOVERNMENTS' APPLICATION FOR ENHANCED FINE PARTICULATE
MATTER MONITORING IN CENTRAL TEXAS**

WHEREAS, air quality can threaten our environment, economy, and the health of the residents of JURISDICTION; and

WHEREAS, air pollution levels in Central Texas were considered “moderate” or worse on thirty-six percent of days in 2021, according to the National Air Quality Index (AQI); and

WHEREAS, children, older adults, people with lung disease and people with heart disease are particularly affected by poor air quality, and make up about two out of every five residents in Central Texas; and

WHEREAS, fine particulate matter levels (PM_{2.5}) cause the majority of the “moderate” air pollution days in the Austin-Round Rock-Georgetown Metropolitan Statistical Area; and

WHEREAS, enhanced monitoring of PM_{2.5} is important not only for public health, but also for understanding the sources and effects of PM_{2.5} pollution on the region’s vulnerable communities;

WHEREAS, the City of Kyle is a member of the Central Texas Clean Air Coalition and actively involved in the region’s ongoing air quality planning efforts.

WHEREAS, the City of Kyle participates in the Regional Air Quality Plan, whose objectives are to maximize the probability of compliance with the National Ambient Air Quality Standards region-wide and to minimize the health and environmental impacts of regional air pollution.

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

THAT, the City Council of the City of Kyle, Texas does hereby supports CAPCOG’s application for enhanced PM_{2.5} monitoring in Central Texas.

PASSED AND APPROVED by the City of Kyle, TX on the 1st day of March, 2022.

THE CITY OF KYLE, TEXAS

Travis Mitchell, Mayor

ATTEST:

Jennifer Holm, City Secretary



CITY OF KYLE, TEXAS

Task Order No. 5 Kohlers Crossing Intersection PER

Meeting Date: 3/1/2022

Date time: 7:00 PM

Subject/Recommendation: Approve Task Order No. 5 to CP&Y, INC., Kyle, Texas in the amount not to exceed \$54,172.50 to develop Preliminary Engineering Reports for the installation of traffic signals or roundabouts at the intersection of Kohlers Crossing and Marketplace Avenue and Kohlers Crossing and Kyle Crossing. ~ *Leon Barba, P.E., City Engineer*

Other Information: Develop Preliminary Engineering Reports for the installation of traffic signals or roundabouts at the intersection of Kohlers Crossing and Marketplace Avenue and Kohlers Crossing and Kyle Crossing.

Legal Notes: N/A

Budget Information: Funding in the amount of \$54,172.50 is available in the approved CIP budget for Fiscal Year 2021-2022 as follows:

- 1110-65800-573130

ATTACHMENTS:

Description

□ Task Order No. 5

Task Order

In accordance with Paragraph 1.01 of the Agreement Between Owner and Engineer for Professional Services – Task Order Edition, dated November 13, 2020 ("Agreement"), Owner and Engineer agree as follows:

1. Background Data

- a. Effective Date of Task Order: _____, 2022
- b. Owner: City of Kyle
- c. Engineer: CP&Y, Inc.
- d. Specific Project (title): Kohlers Crossing Intersections PER
- e. Specific Project (description): Develop Preliminary Engineering Reports for the installation of traffic signals or roundabouts at the intersections of Kohlers Crossing and Marketplace Avenue and Kohlers Crossing and Kyle Crossing.

2. Services of Engineer

- A. The specific services to be provided or furnished by Engineer under this Task Order are:
 - Study and Report Services (Exhibit A, Part 1)

3. Additional Services

- A. No Additional Services are anticipated under this Task Order.

4. Owner's Responsibilities

Owner shall have those responsibilities set forth in Article 2 of the Agreement and in Exhibit B of this Task Order.

5. Task Order Schedule

In addition to any schedule provisions provided in Exhibit A or elsewhere, the parties shall meet the following schedule:

<u>Party</u>	<u>Action</u>	<u>Schedule</u>
Engineer	Furnish electronic copy and three (3) hard copies of the Draft Preliminary Engineering Report to Owner for review.	Within 90 days of the Effective Date of the Task Order.
Owner	Submit comments regarding Draft Report to Engineer.	Within 21 days of the receipt of the Draft Report from the Engineer.
Engineer	Furnish electronic copy and three (3) hard copies of the Final Preliminary Engineering Report to the Owner.	Within 21 days of receipt of the Owner's comments regarding the Draft Report.

6. Payments to Engineer

A. Owner shall pay Engineer for services rendered under this Task Order as follows:

Description of Service	Amount	Basis of Compensation
1. Basic Services (Part 1 of Exhibit A)		
a. Study and Report Phase (A1.01)	\$54,172.50	Lump Sum
TOTAL COMPENSATION	\$54,172.50	Lump Sum
2. Additional Services (Part 2 of Exhibit A)	(N/A)	(N/A)

B. The terms of payment are set forth in Article 4 of the Agreement and in the applicable governing provisions of Exhibit C.

7. **Consultants retained as of the Effective Date of the Task Order:** None.

8. **Other Modifications to Agreement and Exhibits:** None.

9. **Attachments:** Exhibit A, Exhibit B, Exhibit C, Exhibit D

10. **Other Documents Incorporated by Reference:** None.

11. Terms and Conditions

Execution of this Task Order by Owner and Engineer shall make it subject to the terms and conditions of the Agreement (as modified above), which Agreement is incorporated by this reference. Engineer is authorized to begin performance upon its receipt of a copy of this Task Order signed by Owner.

The Effective Date of this Task Order is _____, 2022.

OWNER:
CITY OF KYLE

ENGINEER:
CP&Y, Inc.

By: _____

By:  _____

Print
Name: Travis Mitchell

Print
Name: Robin Handel

Title: Mayor

Title: Senior Vice President

Engineer License or Firm's F-1741
Certificate No. (if required): _____
State of: Texas

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

ATTEST: _____
Jennifer Holm, City Secretary

Name: Marcel Strachan

Address: 100 W. Center Street., Kyle, Texas 78640

Title: Project Manager

Address: 11757 Katy Freeway, Suite 1540
Houston, TX 77079

E-Mail
Address: mstrachan@cpyi.com

Phone: (713) 579-7414

Task Order Form

EJCDC® E-505, Agreement Between Owner and Engineer for Professional Services – Task Order Edition.
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and American Society of Civil Engineers. All rights reserved.

Engineer's Services for Task Order

PART 1—BASIC SERVICES

A1.01 Study and Report Phase Services

As Basic Services, Engineer Shall:

A1.01 Project Management

A. Project Management

1. Create and submit monthly invoices suitable for payment by the City.
2. Prepare monthly progress reports for submission with the monthly invoices to provide a written account of the progress made to date on the project.
3. Prepare a schedule depicting the key milestones and critical path items necessary to complete the environmental, public involvement and design phase of project development. The schedule shall incorporate and depict the various aspects of the environmental process (including review times) and the interdependence of various tasks, subtasks, milestones and deliverables. The schedule will be updated monthly throughout the duration of the project to reflect substantial changes in progress that are found during review and coordination meetings. Any issues that need resolution or action items will be identified in the progress report. The environmental schedule shall be incorporated into the overall project schedule.
4. Meet formally with the City twice to review project progress.
5. Prepare project meeting summaries for applicable meetings during the project development process.
6. The Engineer will have internal meetings with the consultant design team every month for the length of the project. It is assumed that these meetings will include key personnel from each discipline and will be required to discuss and resolve project issues.
7. The Engineer shall formally close out the project and perform a documented archive process.

B1.01 Route and Design Studies

B. ROUTE AND DESIGN STUDIES

The Preliminary Engineering Report (PER) / Route and Design Studies evaluation will determine what type of roadway improvements will be completed at the following locations:

- Intersection of Market Place Avenue and Kohlers Crossing
- Intersection of Kyle Crossing and Kohlers Crossing

A separate PER will be prepared for the proposed improvements at each of the two (2) locations listed above.

Market Place Avenue and Kohlers Crossing

Engineer shall prepare a preliminary engineering report (PER) for the installation of a traffic signal at this intersection. In addition, engineer shall develop a schematic level design for the installation of a proposed roundabout at the intersection to examine the feasibility of the installation of a roundabout at this intersection. Engineer shall conduct the following:

1. Data Collection

- a. Collect turning movement volumes for existing and future analysis years at the intersection of Market Place Avenue and Kohlers Crossing from the City of Kyle Planning Department.
- b. Obtain record drawings of existing utilities at the intersection from franchise utility owners.
- c. Collect proposed zoning information for proposed developments near the intersection and information regarding the extension of Market Place Avenue further to the north and south of the intersection.
- d. Collect schematics being prepared by others for bridge over the drainage ditch to the north of the intersection and proposed pedestrian and bicycle facilities along the Kohlers Crossing corridor.
- e. Collect crash data at the intersection from the most recent 5-year period from the TxDOT Crash Reporting Information System.

2. Traffic Signal Warrant Analysis

- a. Conduct analysis of the collected traffic data, crash data, lane configurations, and the speed limit to determine if a traffic signal is warranted under the existing conditions per the procedures listed in the Texas Manual on Uniform Traffic Control Devices (TMUTCD).
- b. Apply annual growth factor to the proposed traffic at the intersection to calculate future traffic volumes for each of the next 5 years. The annual growth factor will be based on historical growth in the area and a discussion with staff from the City of Kyle based on proposed developments and other development within the area.
- c. Conduct traffic signal warrant analysis for each of the proposed future years to evaluate the likelihood and timeline of a traffic signal being warranted by warrants listed in the TMUTCD.
 - i. Traffic signal may be warranted by the Roadway Network Warrant or the Emergency Vehicle Warrants in Chapter 4G of the TMUTCD because of the planned Police Department Building.
 - ii. Warrant evaluation for future conditions will be based on turning movement volumes provided by the City of Kyle Planning Department and assumptions as determined in discussions with staff from the City of Kyle.
- d. Provide recommendations to the City of Kyle regarding when the proposed traffic signal should be installed at the intersection and what measures (if any) should be implemented at the intersection (e.g. install mast arms and flashing beacons) until the proposed signal is installed at the intersection.

3. Develop Traffic Signal Design Standards

- a. By discussion with staff from the City of Kyle and field visits, as necessary, investigate what types of equipment the City of Kyle is currently using at the intersections which they currently operate including:
 - i. Controller / Conflict Monitor Types
 - ii. Detection Type – for presence and advanced detection
 - iii. Traffic Signal Poles – proposed traffic signal poles should be ornamental. Several alternatives will be provided to the City of Kyle for use on the project for them to select. At a minimum

regular TxDOT traffic signal poles will be used with black powder coating. Costs for the different options will be included in the PER.

- iv. Luminaires design and type
- v. Communications equipment if applicable
- vi. CCTV Cameras if applicable
- vii. Signal Types (Vehicular and Pedestrian)
- viii. Pedestrian Pushbutton Types
- ix. Interconnection (wireless, fiber optic cable, etc.)

4. Roundabout Feasibility Analysis

- a. Develop conceptual design for two-lane roundabout at the intersection based on the design guidelines listed in Appendix E of the TxDOT Roadway Design Manual and/or NCHRP – 672 guidelines.
- b. Conduct analysis to determine if the roundabout will be able to provide an acceptable level of service for the existing and projected traffic volume at the roundabout.
- c. Use AutoTurn software to determine if trucks (WB-67 design vehicle) will be able to adequately travel through the proposed roundabout.
- d. Determine approximate limits of required right-of-way for the proposed roundabout.
- e. Determine impacts to the existing utility lines surrounding the intersection if a roundabout were to be constructed.
- f. The analysis of the roundabout alternative including a recommendation as to whether or not to install a roundabout at this location will be included in the PER for this intersection.

5. Preliminary Engineering Report

- a. Engineer shall develop and submit a Preliminary Engineering Report (PER) which will include the following:
 - i. Introduction and Background
 - ii. Study Purpose
 - iii. Study Methodology
 - iv. Results of the Traffic Signal Warrant Analysis
 - v. Recommendations for Traffic Signal Installation
 - 1. Include year which traffic signal should be activated based upon completion of the planned Police Department building.
 - 2. Include interim measures which should be implemented at the intersection until the proposed traffic signal is warranted.
 - 3. Include proposed traffic signal equipment to be included as part of the design based on the research conducted.
 - vi. Recommendations for roundabout installation
 - vii. Include discussion about feasibility of constructing a roundabout at the proposed intersection based on right-of-way and utility impacts and AutoTurn analysis of trucks through the roundabout.
 - viii. Opinion of probable construction cost estimate (OPCC) for recommendations

Kyle Crossing and Kohlers Crossing

Engineer shall develop a preliminary engineering report (PER) which will determine if and when a traffic signal will be warranted at the intersection. In addition, engineer shall develop a schematic level design for the installation of a proposed roundabout at the intersection to examine the feasibility of the installation of a roundabout at this intersection. Engineer shall conduct the following:

1. Data Collection

- a. Collect 24-hour turning movement counts at the intersection of Kyle Crossing and Kohlers Crossing.
- b. Obtain record drawings of existing utilities at the intersection from franchise utility owners.
- c. Collect crash data at the intersection from the most recent 5-year period from the TxDOT Crash Reporting Information System.

2. Traffic Signal Warrant Analysis

- a. Conduct analysis of the collected traffic data, crash data, lane configurations, and the speed limit to determine if a traffic signal is warranted under the existing conditions per the procedures listed in the Texas Manual on Uniform Traffic Control Devices (TMUTCD).
- b. Apply annual growth factor to the proposed traffic at the intersection to calculate future traffic volumes for each of the next 5 years. The annual growth factor will be based on historical growth in the area and a discussion with staff from the City of Kyle based on proposed developments and other development within the area.
- c. Conduct traffic signal warrant analysis for each of the proposed future years to determine if a traffic signal would be warranted at the intersection in the future.
- d. Provide recommendations to the City of Kyle regarding when the proposed traffic signal should be installed at the intersection and what measures (if any) should be implemented at the intersection (e.g. install mast arms and flashing beacons) until the proposed signal is installed at the intersection.

3. Roundabout Feasibility Analysis

- a. Develop conceptual design for two-lane roundabout at the intersection based on the design standards listed in Appendix E of the TxDOT Roadway Design Manual and/or NCHRP – 672 guidelines.
- b. Conduct analysis to determine if the roundabout will be able to provide an acceptable level of service for the existing and projected traffic volume at the roundabout.
- c. Use AutoTurn software to determine if trucks (WB-67 design vehicle) will be able to adequately travel through the proposed roundabout.
- d. Determine approximate limits of required right-of-way for the proposed roundabout.
- e. Determine impacts to the existing utility lines surrounding the intersection if a roundabout were to be constructed.
- f. The analysis of the roundabout alternative including a recommendation as to whether or not to install a roundabout at this location will be included in the PER for this intersection.

4. Preliminary Engineering Report

- a. Engineer shall develop and submit a Preliminary Engineering Report (PER) which will include the following:
 - i. Introduction and Background
 - ii. Study Purpose
 - iii. Study Methodology

- iv. Results of the Traffic Signal Warrant Analysis
- v. Recommendations for Traffic Signal Installation
 - 1. Include year which traffic signal should be activated (Additional analysis should be included in the future year to verify the signal is warranted – Not included in this scope of services)
 - 2. Include interim measures which should be implemented at the intersection until the proposed traffic signal is warranted.
 - 3. Include proposed traffic signal equipment to be included as part of the design based on the research conducted.
- vi. Recommendations for roundabout installation
- vii. Include discussion about feasibility of constructing a roundabout at the proposed intersection based on right-of-way and utility impacts and AutoTurn analysis of trucks through the roundabout.
- viii. Compile opinion of probable construction cost estimate (OPCC) for recommendations

PART 2—ADDITIONAL SERVICES

A2.01 *No additional services are proposed as part of this Task Order.*

This is **EXHIBIT B**, consisting of 1 page, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition** dated _____, 2022.

Owner's Responsibilities

Article 2 of the Agreement is amended and supplemented to include the following responsibilities unless expressly stated otherwise in a Task Order.

B2.01 *Specific Responsibilities*

A. Owner shall:

1. Provide the following documents for use in developing the reports, as available:
 - a. All roadway plans and construction documents related to Kohler's Crossing, Marketplace Ave., and Kyle Crossing.
 - b. Any turning movement data and existing traffic signal design standards used by the city.

This is **EXHIBIT C**, consisting of 1 page, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition** dated _____, 2022.

Payments to Engineer for Services and Reimbursable Expenses

Article 2 of the Agreement is amended and supplemented to include the following agreement of the parties:

ARTICLE 2 – OWNER'S RESPONSIBILITIES

C2.01 *Explanation of Compensation Method*

A. *Lump Sum*

1. Owner shall pay Engineer a Lump Sum amount for the specified category of services as shown on **Exhibit D**, Fee Schedule, attached.
2. The Lump Sum includes compensation for Engineer's services and services of Consultants, if any. The Lump Sum constitutes full and complete compensation for Engineer's services in the specified category, including labor costs, overhead, profit, expenses (other than those expenses expressly eligible for reimbursement, if any), and Consultant charges.
3. The portion of the Lump Sum amount billed for Engineer's services will be based upon Engineer's estimate of the proportion of the total services actually completed during the billing period to the Lump Sum.

Exhibit D - Engineer's Fee Summary

**Kyle Intersection Improvements - Kohlers Crossing at Market Place and Kyle Crossing
City of Kyle - Task Order No. 5**

Basic Services		
Scope Item	CP&Y	%
A1.01 Project Management	\$6,905.00	12.75%
B1.01 Route and Design Studies	\$45,940.00	84.80%
Labor Sub-Total	\$52,845.00	97.55%
Expenses	\$1,327.50	2.45%
Project Total	\$54,172.50	100.00%

Exhibit D - Engineer's Fee Schedule

CP&Y, Inc. Level of Effort - Basic Services

Task	Project Manager	Senior Design Engineer	Professional Engineer (P.E.)	Engineer in Training (EIT)	CAD/ Tech	Admin/ Clerical	Total Hours	Total Fee
	\$195.00	\$225.00	\$150.00	\$125.00	\$95.00	\$70.00		
Basic Services								
A1.01 Project Management								
Create and Submit Monthly Invoices - Assumed 3 Months	3					3	6	\$795.00
Prepare Monthly Progress Reports - Assumed 3 Months	3					2	5	\$725.00
Prepare Project Schedule and Update Monthly - Assumed 3 Months	3						3	\$585.00
Meetings with City of Kyle to discuss progress - Assumed 1 Meeting	4			4			8	\$1,280.00
Prepare Meeting Minutes, Phone Logs, etc. for all meetings with City of Kyle	5			5			10	\$1,600.00
Internal Team Meetings - Monthly (Assumed 3 Months)	6			6			12	\$1,920.00
B1.01 Route and Design Studies								
Market Place at Kohler's Crossing Preliminary Engineering Report Preparation								
1. Data Collection including traffic data, utility records, traffic studies, schematics, crash data, etc.	2			4			6	\$890.00
2. Perform Traffic Signal Warrant Analysis		2	2	8			12	\$1,750.00
3. Develop Traffic Signal Design Standards								
a. Coordinate with City of Kyle Staff	4	2		6			12	\$1,980.00
b. Coordinate with Signal Pole Manufacturers for Signal Pole Options	2	2	1	6			11	\$1,740.00
c. Perform research for Traffic Signal Specifications	2	2	1	24			29	\$3,990.00
4. Roundabout Feasibility Analysis								
a. Conceptual Layout for two-lane roundabout developed	1	2	4	32	8		47	\$6,005.00
b. Traffic Analysis for proposed Roundabout		2		6			8	\$1,200.00
c. Perform Turning Movement Analysis for Trucks			4	4			8	\$1,100.00
d. Determine Required Right-of-Way for proposed Roundabout	1		1	6			8	\$1,095.00
e. Determine Utility Impacts from proposed Roundabout	1		1	6			8	\$1,095.00
5. Prepare Preliminary Engineering Report for Market Place at Kohler's Crossing	4		8	32			44	\$5,980.00
Kyle Crossing at Kohler's Crossing Preliminary Engineering Report Preparation								
1. Data Collection including traffic data, utility records, crash data, etc.	2			4			6	\$890.00
2. Perform Traffic Signal Warrant Analysis		2	2	8			12	\$1,750.00
3. Roundabout Feasibility Analysis								
a. Conceptual Layout for two-lane roundabout developed	1	2	4	32	8		47	\$6,005.00
b. Traffic Analysis for proposed Roundabout		2		6			8	\$1,200.00
c. Perform Turning Movement Analysis for Trucks			4	4			8	\$1,100.00
d. Determine Required Right-of-Way for proposed Roundabout	1		1	6			8	\$1,095.00
e. Determine Utility Impacts from proposed Roundabout	1		1	6			8	\$1,095.00
4. Prepare Preliminary Engineering Report for Kyle Crossing at Kohler's Crossing	4		8	32			44	\$5,980.00
Total Hours	50	18	42	247	16	5	378	\$52,845.00
Fee per Hour	\$195.00	\$225.00	\$150.00	\$125.00	\$95.00	\$70.00		
Fee per Classification	\$9,750.00	\$4,050.00	\$6,300.00	\$30,875.00	\$1,520.00	\$350.00		
% Fee	13.23%	4.76%	11.11%	65.34%	4.23%	1.32%		

CP&Y, Inc. Expenses - Basic Design Services

Item	Description	Unit	Total	Unit Cost	Total Cost
Traffic Study, Roadway Design, Etc					
1	24 Hour Turning Movement Counts	EA	1	\$500.00	\$500.00
2	Mileage	MI	750	\$0.57	\$427.50
3	Paper (8.5" x 11")	EA	50	\$0.50	\$25.00
4	Paper (11" x 17")	EA	500	\$0.75	\$375.00
Totals					\$1,327.50



CITY OF KYLE, TEXAS

Task Order No. 6 Dacy Lane Improvements - from Kyle Parkway to Bebee Road, Preliminary Engineering Report

Meeting Date: 3/1/2022

Date time: 7:00 PM

Subject/Recommendation: Approve Task Order No. 6 to CP&Y, INC., Kyle, Texas in the amount not to exceed \$56,580.00 to develop a Preliminary Engineering Report to examine the feasibility for the construction of a roundabout on Dacy Lane connecting Downing Way and Fountain Grove Drive. ~ *Leon Barba, P.E., City Engineer*

Other Information: Develop a Preliminary Engineering Report (PER) to examine the feasibility for the construction of a roundabout on Dacy Lane connecting Downing Way and Fountain Grove Drive. In addition, the PER will evaluate the feasibility for the installation of a proposed 12-ft wide sidewalk including illumination for pedestrians along Dacy Lane from Kyle Parkway to Bebee Road.

Legal Notes: N/A

Budget Information: Funding in the amount of \$56,580.00 is available in the approved CIP budget for Fiscal Year 2021-2022 as follows:

- 1110-65800-573130

ATTACHMENTS:

Description

- ☐ Task Order No. 6 Dacy Lane Improvements - from Kyle Parkway to Bebee Road, Preliminary Engineering Report

Task Order

In accordance with Paragraph 1.01 of the Agreement Between Owner and Engineer for Professional Services – Task Order Edition, dated November 13, 2020 ("Agreement"), Owner and Engineer agree as follows:

1. Background Data

- a. Effective Date of Task Order: _____, 2022
- b. Owner: City of Kyle
- c. Engineer: CP&Y, Inc.
- d. Specific Project (title): Dacy Lane Improvements – from Kyle Parkway to Bebee Road, Preliminary Engineering Report
- e. Specific Project (description): Develop a Preliminary Engineering Report (PER) to examine the feasibility for the construction of a roundabout on Dacy Lane connecting Downing Way and Fountain Grove Drive. In addition, the PER will evaluate the feasibility for the installation of a proposed 12-ft wide sidewalk including illumination for pedestrians along Dacy Lane from Kyle Parkway to Bebee Road.

2. Services of Engineer

A. The specific services to be provided or furnished by Engineer under this Task Order are:

- Study and Report Services (Exhibit A, Part 1)

3. Additional Services

A. No Additional Services are anticipated under this Task Order.

4. Owner's Responsibilities

Owner shall have those responsibilities set forth in Article 2 of the Agreement and in Exhibit B of this Task Order.

5. Task Order Schedule

In addition to any schedule provisions provided in Exhibit A or elsewhere, the parties shall meet the following schedule:

<u>Party</u>	<u>Action</u>	<u>Schedule</u>
Engineer	Furnish electronic copy and three (3) hard copies of the Draft Preliminary Engineering Report to Owner for review.	Within 90 days of the Effective Date of the Task Order.
Owner	Submit comments regarding Draft Report to Engineer.	Within 21 days of the receipt of the Draft Report from the Engineer.
Engineer	Furnish electronic copy and three (3) hard copies of the Final Preliminary Engineering Report to the Owner.	Within 21 days of receipt of the Owner's comments regarding the Draft Report.

6. Payments to Engineer

A. Owner shall pay Engineer for services rendered under this Task Order as follows:

Description of Service	Amount	Basis of Compensation
1. Basic Services (Part 1 of Exhibit A)		
a. Study and Report Phase (A1.01)	\$56,580.00	Lump Sum
TOTAL COMPENSATION	\$56,580.00	Lump Sum
2. Additional Services (Part 2 of Exhibit A)	(N/A)	(N/A)

B. The terms of payment are set forth in Article 4 of the Agreement and in the applicable governing provisions of Exhibit C.

7. **Consultants retained as of the Effective Date of the Task Order:** None.

8. **Other Modifications to Agreement and Exhibits:** None.

9. **Attachments:** Exhibit A, Exhibit B, Exhibit C, Exhibit D.

10. **Other Documents Incorporated by Reference:** None.

11. Terms and Conditions

Execution of this Task Order by Owner and Engineer shall make it subject to the terms and conditions of the Agreement (as modified above), which Agreement is incorporated by this reference. Engineer is authorized to begin performance upon its receipt of a copy of this Task Order signed by Owner.

The Effective Date of this Task Order is _____, 2022.

OWNER:
CITY OF KYLE

ENGINEER:
CP&Y, Inc.

By: _____

By:  _____

Print
Name: Travis Mitchell

Print
Name: Robin Handel

Title: Mayor

Title: Senior Vice President

Engineer License or Firm's F-1741
Certificate No. (if required): _____
State of: Texas

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

ATTEST: _____
Jennifer Holm, City Secretary

Name: Marcel Strachan

Address: 100 W. Center Street., Kyle, Texas 78640

Title: Project Manager

Address: 11757 Katy Freeway, Suite 1540
Houston, TX 77079

E-Mail
Address: mstrachan@cpyi.com

Phone: (713) 579-7414

Task Order Form

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and American Society of Civil Engineers. All rights reserved.

Engineer's Services for Task Order

PART 1—BASIC SERVICES

A1.01 Study and Report Phase Services

As Basic Services, Engineer Shall:

A1.01 Project Management

A. Project Management

1. Create and submit monthly invoices suitable for payment by the City.
2. Prepare monthly progress reports for submission with the monthly invoices to provide a written account of the progress made to date on the project.
3. Prepare a schedule depicting the key milestones and critical path items necessary to complete the environmental, public involvement and design phase of project development. The schedule shall incorporate and depict the various aspects of the environmental process (including review times) and the interdependence of various tasks, subtasks, milestones and deliverables. The schedule will be updated monthly throughout the duration of the project to reflect substantial changes in progress that are found during review and coordination meetings. Any issues that need resolution or action items will be identified in the progress report. The environmental schedule shall be incorporated into the overall project schedule.
4. Meet formally with the City twice to review project progress.
5. Prepare project meeting summaries for applicable meetings during the project development process.
6. The Engineer will have internal meetings with the consultant design team every month for the length of the project. It is assumed that these meetings will include key personnel from each discipline and will be required to discuss and resolve project issues.
7. The Engineer shall formally close out the project and perform a documented archive process.

B1.01 Route and Design Studies

B. ROUTE AND DESIGN STUDIES

The Preliminary Engineering Report (PER) / Route and Design Studies evaluation will examine the feasibility of a proposed roundabout on Dacy Lane connecting the intersections at Downing Way and Fountain Grove Drive. In addition, the PER will examine the feasibility for the installation of a proposed 12-ft wide sidewalk with illumination for pedestrians along Dacy Lane will be developed between Kyle Parkway and Bebee Road.

Dacy Lane Roundabout, Sidewalk and Illumination Improvements – Kyle Parkway and Bebee Road

Engineer shall prepare a Preliminary Engineering Report (PER) which will examine the feasibility of constructing a roundabout on Dacy Lane connecting the intersections of Downing Way and Fountain Grove Drive. In addition, the PER will also examine the feasibility of constructing a proposed 12-ft wide sidewalk and illumination for pedestrians along Dacy Lane between Kyle Parkway and Bebee Road. Engineer shall conduct the following:

1. Data Collection

- a. Collect 24-hour turning movement counts at intersections of Dacy Lane with Downing Way and Fountain Grove Drive.
- b. Obtain record drawings of existing utilities along Dacy Lane between Kyle Parkway and Bebee Road, and at the intersections of Downing Way and Fountain Grove Drive from franchise utility owners.
- c. Collect crash data at the above intersections from the most recent 5-year period from the TxDOT Crash Reporting Information System
- d. Obtain available Dacy Lane record drawings and available right-of-way information.

2. Roundabout Feasibility Analysis - Downing Way/Fountain Grove Drive

- a. Develop conceptual design for a two-lane roundabout on Dacy Lane connecting the intersections of Downing Way and Fountain Grove Drive, based on the design guidelines listed in Appendix E of the TxDOT Roadway Design Manual and/or NCHRP - 672 guidelines.
- b. Conduct analysis to determine if the roundabout will be able to provide an acceptable level of service for the existing and projected traffic volume at the roundabout.
- c. Use AutoTurn software to determine if trucks (WB-67 design vehicle) will be able to adequately travel through the proposed roundabout.
- d. Determine approximate limits of required right-of-way for the proposed roundabout.
- e. Determine impacts to the existing utility lines surrounding the intersection if a roundabout were to be constructed.
- f. The analysis of the roundabout alternative including a recommendation as to whether or not to install a roundabout at this location will be included in the PER for this intersection.
- g. Develop preliminary opinion of construction cost estimate for the roundabout.

3. Sidewalk Feasibility Analysis - Kyle Parkway to Bebee Road

- a. Develop a conceptual plan view layout of the proposed 12-ft wide sidewalk running along the west side of Dacy Lane, from Kyle Parkway to Bebee Road. Schematic layout will be prepared at 1" =100' scale 11"x17" paper plot. The conceptual alignment will be based on available public domain information, with an aerial image displayed in the background. The conceptual sidewalk alignment will consider Americans with Disabilities Act (ADA) requirements and be in accordance with the current TxDOT Roadway Design Manual and the Public Right of Way Accessibility Guidelines (PROWAG).
- b. Determine impacts to the existing right-of-way and known utilities, and where necessary, determine the approximate limits of required new right-of-way for the proposed sidewalk.
- c. Summarize the agency coordination, detailed environmental studies, and drainage studies that would be required for the detailed plan, specification, and estimate (PS&E) design phase of project.
- d. Develop preliminary opinion of construction cost estimate for the proposed sidewalk, and relevant structures.

4. Sidewalk Illumination Feasibility Analysis - Kyle Parkway to Bebee Road

- a. Coordinate with streetlight manufacturers to determine options for Antique Street Lighting Standards and the required streetlight spacing for the proposed poles.
- b. Develop conceptual layout for the proposed illumination
 - i. Determine locations of proposed poles
 - ii. Determine locations of proposed electrical services – initial electrical circuit design
 - iii. Determine preliminary circuit design based on pole and electrical service locations
- c. Develop preliminary opinion of construction cost estimate for the proposed illumination

5. Preliminary Engineering Report

- a. Engineer shall develop and submit a Preliminary Engineering Report (PER) which will include the following:
 - i. Introduction and Background
 - ii. Study Purpose
 - iii. Study Methodology
 - iv. Include discussion about feasibility of constructing a roundabout at the proposed intersection based on right-of-way and utility impacts and AutoTurn analysis of trucks through the roundabout.
 - v. Include discussion of options for the proposed illumination poles
 - vi. Include discussion of the agency coordination, detailed environmental studies, and drainage studies that would be required for the detailed plan, specification, and estimate (PS&E) design phase of project.
 - vii. Recommendations for the roundabout installation
 - viii. Recommendations for installing a 12-ft wide sidewalk
 - ix. Recommendations for installing the proposed illumination including pole spacing.
 - x. Compile opinion of probable construction cost estimate (OPCC) for recommendations.

PART 2—ADDITIONAL SERVICES

A2.01 *No additional services are proposed as part of this Task Order.*

This is **EXHIBIT B**, consisting of 1 page, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition** dated _____, 2022.

Owner's Responsibilities

Article 2 of the Agreement is amended and supplemented to include the following responsibilities unless expressly stated otherwise in a Task Order.

B2.01 *Specific Responsibilities*

A. Owner shall:

1. Provide the following documents for use in developing the reports, as available:
 - a. All roadway plans and construction documents related to Dacy Lane improvements.
 - b. Any turning movement data and existing traffic signal design standards used by the city.

This is **EXHIBIT C**, consisting of 1 page, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition** dated _____, 2022.

Payments to Engineer for Services and Reimbursable Expenses

Article 2 of the Agreement is amended and supplemented to include the following agreement of the parties:

ARTICLE 2 – OWNER'S RESPONSIBILITIES

C2.01 *Explanation of Compensation Method*

A. *Lump Sum*

1. Owner shall pay Engineer a Lump Sum amount for the specified category of services as shown on **Exhibit D**, Fee Schedule, attached.
2. The Lump Sum includes compensation for Engineer's services and services of Consultants, if any. The Lump Sum constitutes full and complete compensation for Engineer's services in the specified category, including labor costs, overhead, profit, expenses (other than those expenses expressly eligible for reimbursement, if any), and Consultant charges.
3. The portion of the Lump Sum amount billed for Engineer's services will be based upon Engineer's estimate of the proportion of the total services actually completed during the billing period to the Lump Sum.

Exhibit D - Engineer's Fee Summary

Dacy Lane Roundabout/Sidewalk/Illumination - Preliminary Engineering Report
City of Kyle - Task Order No. 6

Basic Services		
Scope Item	CP&Y	%
A1.01 Project Management	\$7,225.00	12.77%
B1.01 Route and Design Studies	\$46,700.00	82.54%
Labor Sub-Total	\$53,925.00	95.31%
Expenses	\$2,655.00	4.69%
Project Total	\$56,580.00	100.00%

Exhibit D - Engineer's Fee Schedule

CP&Y, Inc. Level of Effort - Basic Services

Task	Project Manager	Senior Engineer	Professional Engineer (P.E.)	Engineer in Training (EIT)	CAD/ Tech	Admin/ Clerical	Total Hours	Total Fee
	\$195.00	\$225.00	\$150.00	\$125.00	\$95.00	\$70.00		
Basic Services								
A1.01 Project Management								
Create and Submit Monthly Invoices - Assumed 3 Months	3					3	6	\$795.00
Prepare Monthly Progress Reports - Assumed 3 Months	3					2	5	\$725.00
Prepare Project Schedule and Update Monthly - Assumed 3 Months	3						3	\$585.00
Meetings with City of Kyle to discuss progress - Assumed 1 Meetings	4			4			8	\$1,280.00
Prepare Meeting Minutes, Phone Logs, etc. for all meetings with City of Kyle	6			6			12	\$1,920.00
Internal Team Meetings - Monthly (Assumed 3 Months)	6			6			12	\$1,920.00
B1.01 Route and Design Studies								
Dacy Lane Roundabout, Sidewalk and Illumination Improvements - Preliminary Engineering Report Preparation								
1. Data Collection includign traffic data, utility records, crash data, etc.	1			3			4	\$570.00
2. Perform Roundabout Feasibility Analysis - Downing Way/Fountain Grove Drive	4	4	16	60	8		92	\$12,340.00
3. Perform Sidewalk Feasibility Analysis - Kyle Parkway to Bebee Road								
a. Develop conceptual plan layout	2	2	12	44	8		68	\$8,900.00
b. Determine preliminary impacts to existing right-of-way and utilities	2	4	4	4			14	\$2,390.00
c. Summarize necessary agency coordinations, environmental, & drainage required for PS&E	2	4					6	\$1,290.00
d. Develop preliminary opinion of construcion cost estimate for sidewalk	2	4	2	4			12	\$2,090.00
4. Sidewalk Illumination Feasibility Analysis - Kyle Parkway to Bebee Road								
a. Coordinate with Streetlight Manufacturers for Pole Types and Spacing	4	4		8			16	\$2,680.00
b. Develop Conceptual Layout for Proposed Illumination	1	2		16	4		23	\$3,025.00
i. Determine proposed pole locations	1	2		8			11	\$1,645.00
ii. Determine locaitons of proposed electrical services - Coordinate with Power Company	2	2		6			10	\$1,590.00
iii. Preliminary Circuit Design - Voltage Drop Calcs			8	12			20	\$2,700.00
c. Develop preliminary opinion of construcion cost estimate for illumination	1		2	6			9	\$1,245.00
5. Prepare Preliminary Engineering Report Document	3	2	8	32			45	\$6,235.00
Total Hours	50	30	52	219	20	5	376	\$53,925.00
Fee per Hour	\$195.00	\$225.00	\$150.00	\$125.00	\$95.00	\$70.00		
Fee per Classification	\$9,750.00	\$6,750.00	\$7,800.00	\$27,375.00	\$1,900.00	\$350.00		
% Fee	13.30%	7.98%	13.83%	58.24%	5.32%	1.33%		

CP&Y, Inc. Expenses - Basic Design Services

Item	Description	Unit	Total	Unit Cost	Total Cost
Traffic Study, Roadway Design, Etc					
1	24 Hour Turning Movement Counts	EA	2	\$500.00	\$1,000.00
2	Mileage	MI	1500	\$0.57	\$855.00
3	Paper (8.5" x 11")	EA	100	\$0.50	\$50.00
4	Paper (11" x 17")	EA	1000	\$0.75	\$750.00
Totals					\$2,655.00



CITY OF KYLE, TEXAS

Abel and Linda Tenorio - Zoning
(Z-21-0093)

Meeting Date: 3/1/2022

Date time: 7:00 PM

Subject/Recommendation: [Postponed 2/15/2022] (*First Reading*) An ordinance amending Chapter 53 (Zoning) of the City of Kyle, Texas for the purpose of assigning original zoning to approximately 5.13 acres of land from 'A' Agriculture to 'W' Warehouse District for property located at 1351 Bunton Creek Rd, in Hays County, Texas. (Abel and Linda Tenorio - Z-21-0093) ~
Will Atkinson, Senior Planner

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

- Public Hearing (Left open on 2/15/2022).

Other Information: See attached.

Legal Notes: N/A

Budget Information: N/A

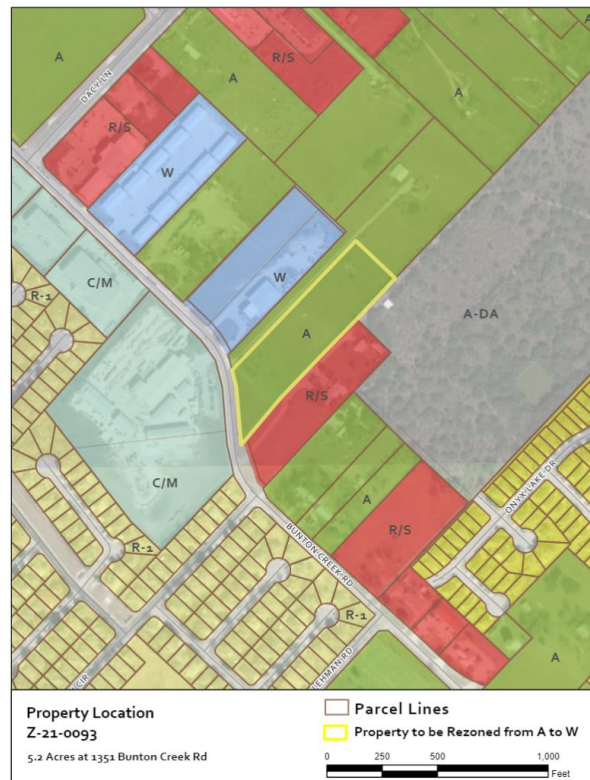
ATTACHMENTS:

Description

- ☐ Staff Report
- ☐ Ordinance with Exhibit's A & B
- ☐ Summary Letter
- ☐ Deed
- ☐ Landowner Authorization Letter

Property Location	1351 Bunton Creek Road, Kyle, TX 78640
Owner	Abel & Erlinda Tenorio P.O. Box 48 Kyle, TX 78640
Agent	Amanda Brown 10814 Jollyville Rd, Avallon IV, Ste. 200 Austin, TX 78759
Request	Rezone 5.123 -Acres "A" (Agriculture) to "W" (Warehouse)

Vicinity Map



Site Description

The site associated with the zoning request, is located at 1351 Bunton Creek Road. The site is zoned "A" (Agriculture), and is currently vacant. To the north is a residence zoned "A", to the east is a large tract of land in the City of Kyle's ETJ (Non-Annexation D.A.). To the south/southeast is property zoned "RS" (Retail Services), and was a dog boarding facility in the recent past. To the southwest and across Bunton Creek Road is Universal Forest Products (zoned "C/M", Construction Manufacturing). To the west, across a driveway, is land zoned "W" (Warehouse), and has business on site.

Zoning Map



Existing Zoning

A (Agriculture)

Sec. 53-36

The permitted uses in the agricultural district A allow farming, ranching, pasturage, detached single-family residences and related accessory structures, on a minimum one acre tract. Parks, playgrounds, greenbelts and other public recreational facilities, owned and/or operated by the municipality or other public agency are permitted.

(Ord. No. 438, § 23, 11-24-2003)

Requested Zoning

Warehouse, District W

Sec. 53-527. – Purpose and permitted uses

- a) The warehouse district W is designed to provide locations for outlets offering goods and services to a targeted segment of the general public as well as industrial users.
- b) The permitted uses include those that primarily serve other commercial and industrial enterprises and do not include any use listed in the construction and manufacturing district CM, in [division 19](#) of this article. No building or land shall be used, and no building hereafter shall be erected, maintained, or structurally altered, except for one or more of the uses hereinafter enumerated.
- c) Any use permitted in district CBD-1, CBD-2, RS and this district as provided in [section 53-1230](#).

(Ord. No. 438, § 44(a), 11-24-2003)

Conditions of the Zoning Ordinance

Sec. 53-1205 Amendments

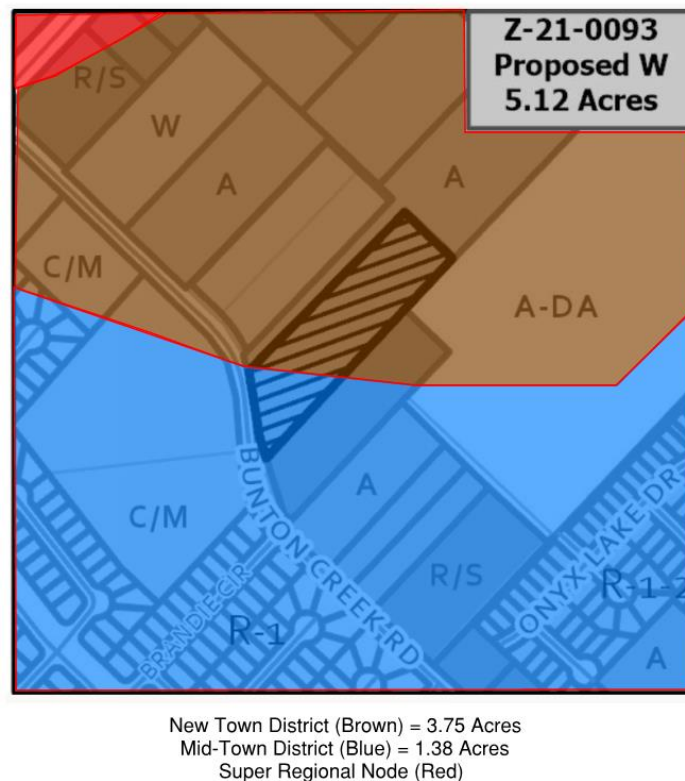
(d)

Referral of amendment to planning and zoning commission. Upon its own motion, a request by the planning and zoning commission, or the receipt of an administratively complete petition and application to zone or rezone a lot, tract or parcel of land, which petition and application has been examined and approved as

to form by the city manager, shall be referred to the planning and zoning commission for consideration, public hearing, and recommendation to the city council. The council may not enact a rezoning amendment until the planning and zoning commission has held a public hearing and made its recommendation to the city council, or has made a final vote on the matter without obtaining a majority, on the zoning or rezoning of the property.

(e)

Action by the planning and zoning commission. The planning and zoning commission shall cause such study and review to be made as advisable and required, shall give public notice and hold a public hearing as provided by state law, and shall recommend to the council such action as the planning and zoning commission deems proper...



Comprehensive Plan Text

The subject site is located within the “New Town Community” & Mid-Town Community land use districts. The “W” zoning district is only considered, conditionally, in the “New Town Community” land use district. For the purposes of the zoning request, staff will not consider the “Mid-Town Community” land use district, in its analysis.

New Town Community

Recommended: R-1-1, R-1-2, R-1-3, R-1-C, R-1-T, R-2, R-3-2, R-3-3, CC, NC, RS, MXD, O/I
Conditional: E, A, C/M, R-1-A, R-3-1, RV, T/U, UE, HS, **W**, M-2, M-3

New Town Community

'Character': Currently consisting of primarily residential uses, open fields, some commercial uses along I-35, and the City's new Performing Arts Center, the New Town District will likely experience significant development pressures in the near future. This District straddles both I-35 and FM 1626, and growth from Austin and Buda is spreading south along these roadways. These land uses and the forms that follow are wide ranging and varying according to the existing development pattern in place today, and the availability for utility service to as-yet undeveloped lands. The New Town District includes undeveloped residential areas, the proposed site for an 'Uptown' shopping/activity center, proposed and existing commercial along higher classified roadways, and legacy residential that has existed for many years. This District should be livable, comfortable, and convenient for all residents of Kyle and surrounding region. Elements of form and design are critical to ensuring transitions between neighboring uses.

'Intent': The New Town District is designed to contain a horizontal mix of land uses that should be integrated across the area to express a cohesive community form. Many differing uses are encouraged throughout the District, but are distributed in autonomous land parcels instead of vertically aggregated in fewer land parcels. Horizontal mixed uses provide a transition to integrate the community form of New Town with surrounding communities, landscapes and nodes.

As parcels along major roadways and along side high capacity wet utilities come available, the development density of those parcels should be established higher than other areas of the city, especially any properties in proximity to either I-35, FM 1626 or both. The purpose of the New Town District is to harness economic development potential and establish its position as the sustainable center of surrounding growth. The leading way to make this a reality is to build off the strength of the urban form supported in the Core Area Transition District, make use of the transportation network already in place that runs through and along this district, and enable more uses and architectural types that blend well into the urban design form. This District should provide economic support to Kyle based on locational advantages gained by access to growth advancing from south Austin

and nodal developments on the northern side of Kyle. Mixed-Use development should be encouraged, not only permitted, to maximize economic development. This can be achieved by aggregating appropriate densities in order to support a mixture of uses. Development patterns and employment opportunities should be created in the New Town District that do not conflict with the surrounding community fabric. Establishing mixed use zoning districts and employment districts will compliment the existing retail and service uses present today and should be supported by the adjacent residential and future integrated multi-family residential.

Analysis

Per the Comprehensive Plan, the site is in both the New Town land use district (3.75-acres) and the Mid-Town land use district (1.38 acres), with a significant majority in the New Town district. When a property straddles a land use district boundary, the boundary is somewhat of a gray area. Land use boundaries rarely follow property lines and determining appropriate districts may require flexibility. The analysis will be based on the New Town District.

1351 Bunton Creek Road is approximately 5.13-acres and is zoned “A”. The site is currently vacant (undeveloped), though it may have had a single-family residence on it at one time. This parcel is within a stretch of both Warehouse and Construction Manufacturing zoned, and operating land uses (warehousing & light industrial district). When considering a rezoning request, it is important to consider adjacent land uses, for appropriateness, and the warehouse and light industrial uses along this stretch of Bunton Creek Road match the request.

Bunton Creek Road is the access point into the site and was rebuilt with the 2013 bond approval by the City. When developing the site, the applicant should also consider future connectivity to the north, where the City of Kyle’s Transportation Master Plan shows a future extension of Kyle Parkway. A sidewalk along Bunton Creek Road will also be required as a requirement for development permits. 1351 Bunton Creek Road will be serviced by City of Kyle water and wastewater (existing), and by Pedernales Electric Cooperative for power.

The following permits will be required after zoning, when the site develops:

- Site Development Permit
- Conditional Use Permit (Goforth Road Overlay)
- Building Permit

At the February 8, 2022, Planning & Zoning Commission meeting, only Commissioner Chase had a discussion point. He brought up a concern to limit further expansion, eastward, of Warehouse & Construction/Manufacturing zoning (to limit development near residential uses). The Planning & Zoning Commission voted 5-0 to recommend approval of the request.

Recommendation

As the site has adequate available infrastructure, and is within a warehouse/light industrial district, Staff supports the rezoning request. Staff asks the Mayor & Council to vote to approve the requested rezoning.

Attachments

- Staff Report
- Landowner Authorization Form
- Deed
- Applicant Request Letter

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 53 (ZONING) OF THE CITY OF KYLE, TEXAS, FOR THE PURPOSE OF ASSIGNING ORIGINAL ZONING TO APPROXIMATELY 5.13 ACRES OF LAND FROM AGRICULTURE 'A' TO WAREHOUSE DISTRICT 'W' FOR PROPERTY LOCATED AT 1351 BUNTON CREEK ROAD, IN HAYS COUNTY, TEXAS. (ABEL AND LINDA TENORIO – Z-21-0093); AUTHORIZING THE CITY SECRETARY TO AMEND THE ZONING MAP OF THE CITY OF KYLE 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 the zoning district map of the City of Kyle adopted in Chapter 53 (Zoning) be and the same is hereby amended to assign original zoning to approximately 5.13 acres of land from Agriculture 'A' to Warehouse District 'W' for property located at 1351 Bunton Creek Road, as shown on the property location map labeled Exhibit B.

SECTION 2. That the City Secretary is hereby authorized and directed to designate the tract of land zoned herein as such on the zoning district map of the City of Kyle 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 _____, 2022, 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 _____, 2022, 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 _____, 2022.

Travis Mitchell, Mayor

ATTEST:

Jennifer Holm, City Secretary

EXHIBIT ‘A’

A DESCRIPTION OF 5.123 ACRES IN THE JOHN STEWART LEAGUE, ABSTRACT 14, HAYS COUNTY, TEXAS, BEING ALL OF LOT 21, KYLE HEIGHTS, SECTION 2, A SUBDIVISION OF RECORD, RECORDED IN VOLUME 6, PAGE 395, PLAT RECORDS OF HAYS COUNTY, TEXAS (PRHCT); SAID 5.123 ACRES, THE SAME AS SAID LOT 21, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a calculated point at Texas State Plane grid coordinates N:13913372.40, E:2331660.23, South Central Zone 4204, NAD 83, at the West corner of said Lot 21, in the northeast right-of-way line of Benton Creek Road (right-of-way width varies), also being the South corner of called 0.0415 acre right-of-way tract conveyed to The City of Kyle in Volume 5347, Page 871, Official Public Records of Hays County, Texas (OPRHCT), for the West corner hereof;

THENCE, with the northwest line of said Lot 21, the same being the southeast line of said 0.0415 acre right-of-way tract and with the southeast line of said Lot 15 of said Kyle Heights, Section 2, **N43°47'15"E**, at 33.43 feet pass a 1/2" iron rod with cap stamped "MCGRAY" found at the East corner of said 0.0415 acre right-of-way tract, for a total distance of **801.70** feet to a 1/2" iron rod with cap stamped "BYRN SURVEY" found at the North corner of said Lot 21, the same being an interior corner of said Lot 15, for the North corner hereof;

THENCE, with the northeast line of said Lot 21, the same being a southwest line of said Lot 15 **S46°19'54"E**, a distance of **247.41** feet to a 1/2" iron rod with cap stamped "BYRN SURVEY" found at the East corner of said Lot 21, the same being a corner of said Lot 15, the same also being the North corner of a called 1.513 acre tract (Tract 2) conveyed to WZ Investments, LLC in Volume 4530, Page 638, OPRHCT, for the East corner hereof;

THENCE, with the southeast line of said Lot 21, the same being the northwest line of said 1.513 acre tract **S43°44'50"W**, a distance of **247.79** feet to a mag nail with washer stamped "PRO-TECH" found at an angle corner of said Lot 21, the same being the West corner of said 1.513 acre tract, the same also being the North corner of Lot 1, Midtown Pets Goforth, a Subdivision of record, recorded under document number 17029327, PRHCT, for an angle corner hereof;

THENCE, continuing with the southeast line of said Lot 21, and continuing with the northwest line of Lot 1, Midtown Pets Goforth the following 3 courses:

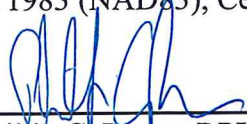
1. **S44°18'31"W**, a distance of **246.18** feet, to a 1/2" iron rod with aluminum cap stamped "PRO-TECH" found for an angle corner hereof,
2. **S43°39'40"W**, a distance of **249.11** feet to a 1/2" iron rod found for angle corner hereof, and,
3. **S40°15'38"W**, a distance of **236.58** feet to a 1/2" iron rod with aluminum cap stamped "BYRN SURVEY" found at the West corner of said Lot 1, being the North corner of a 20' strip of right-of-way dedicated to the City of Kyle per said Midtown Pets Goforth plat, for a point in the southeast line hereof;

THENCE, with common lines of said Lot 21, and said Benton Creek Road the following 4 courses:

1. **S40°15'38"W**, a distance of **23.46** feet to a 1/2" iron pipe with aluminum cap stamped "PRO-TECH" found at the West corner of said 20' right-of-way strip, for a point in the southeast line hereof,
2. **S40°15'38"W**, a distance of **16.46** feet to a calculated point at the South corner hereof,

3. **N04°37'35"W**, a distance of **268.22** feet to a calculated point at an angle corner hereof, and,
4. **N14°17'51"W**, a distance of **73.37** feet to the **POINT OF BEGINNING** hereof, and containing 5.123 acres, more or less.

Surveyed on the ground December 7, 2021. Bearing Basis: Grid North on The Texas Coordinate System of 1983 (NAD83), Central Zone, based on GPS solutions.


12/15/21
Phillip C. Payne, RPLS
State of Texas #6064

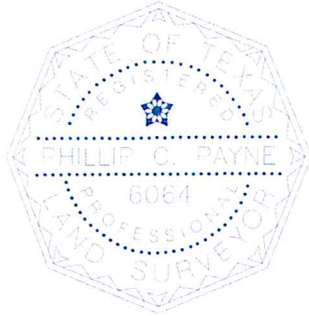



Exhibit B

5.12 Acres

1351 Bunton Creek Rd

Zoning Case: Z-21-0093



 Property to change from
Ag to W Zoning



December 22, 2021

William Atkinson
City Planner
City of Kyle
Planning and Zoning Department
100 W. Center Street
Kyle, TX 78640

Via Electronic Submittal

Re: Rezoning Application for 1351 Bunton Creek Rd; \pm 5.123 acres of undeveloped land in the John Stewart League, Abstract 14, Hays County, Texas, being all of Lot 21, Kyle Heights, Section 2, A subdivision of record, recorded in Volume 6, Page 395 (PRHCT) (the "Property")

Dear Mr. Atkinson:

As representatives of the owner of the above stated Property we respectfully submit the attached application for rezoning. The Property is currently zoned Agriculture and is within the City of Kyle full purpose jurisdiction in Hays County. The proposed zoning is Warehouse (W) The purpose of the rezoning is to allow for a warehouse and distribution use.

Additionally, this location is ideal for a development of this nature. The site is located along Bunton Creek Road, which is an existing industrial area, making it an ideal location for a warehouse and distribution center to easily transport goods and services. The surrounding zoning is W to the west, Retail/ Service (RS) to the east and Construction/ Manufacturing (C/M) to the south, across from Bunton Creek Rd. A rezoning to W of the Property will complement the existing surrounding zoning and uses.

Thank you for your time and attention on this rezoning application. Please feel free to reach out with any questions or additional information.

Very truly yours,

Amanda Couch Brown

Trustee's Deed

Date: July 2, 2002

Trustee: Brenda Swinney

Deed of Trust

Date: March 8, 1996

Grantor: Natividad Romo and Eloise Romo, husband and wife

Lender: Brenda Swinney, trustee for the Son Dau Trust under an instrument dated July 19, 1990, recorded in Volume _____, Page _____ of the real property records of Travis County, Texas

Recording information: Unknown

Property:

5.13 acres in Hays County, Texas, being Lot 21, Kyle Heights, Section II, as recorded in volume 6, Pages 395 and 396 of the map or plat records of Hays County, Texas.

Note

Date: March 8, 1996

Principal amount: \$31,500.00

Borrower: Natividad Romo and Eloise Romo, husband and wife

Lender: Brenda Swinney, trustee for the Son Dau Trust under an instrument dated July 19, 1990, recorded in Volume _____, Page _____ of the real property records of Travis County, Texas

Holder: Brenda Swinney, trustee for the Son Dau Trust under an instrument dated July 19, 1990, recorded in Volume _____, Page _____ of the real property records of Travis County, Texas

Date of Sale (first Tuesday of month): July 2, 2002

Time of Sale: 12:30 p.m.

Place of Sale: The north door of the Hays County Court House facing Hopkins Street as designated by the Hays County Commissioners Court

Buyer: Abel Tenorio and Erlinda Tenorio

Buyer's Mailing Address:

Abel Tenorio
P. O. Box 48
Kyle, TX 78640

Hays County

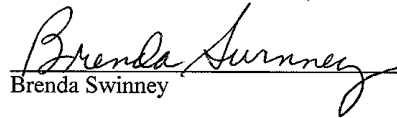
Erlinda Tenorio
P. O. Box 48
Kyle, TX 78640
Hays County

Amount of Sale: \$28,000.00

A default exists under the Deed of Trust. Holder of the Note has directed Trustee to enforce the trust.

Notices stating the time, place, and terms of sale of the Property were posted and filed and Brenda Swinney either personally or by agent served notice of the sale to each debtor, as required by the Texas Property Code. In accordance with that statute and the Deed of Trust, Trustee sold the Property to Buyer, who was the highest bidder at the public auction, for the Amount of Sale. The sale was made on the Date of Sale, began at the Time of Sale, and was concluded by 4:00 p.m.

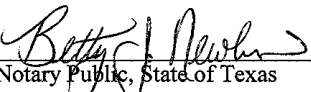
Trustee, subject to any prior liens and other exceptions to conveyance and warranty in the Deed of Trust and for the Amount of Sale paid by Buyer as consideration, grants, sells, and conveys the Property to Buyer, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Buyer and Buyer's heirs, successors, and assigns forever. Trustee binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Buyer and Buyer's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the prior liens and other exceptions to conveyance and warranty in the Deed of Trust.


Brenda Swinney

STATE OF TEXAS)

COUNTY OF HAYS)

This instrument was acknowledged before me on July 2, 2002, by Brenda Swinney, Trustee.



Notary Public, State of Texas

AFTER RECORDING RETURN TO:

Mr. & Ms. Abel Tenorio
P. O. Box 48
Kyle, TX 78640



FILED AND RECORDED
OFFICIAL PUBLIC RECORDS
On: Jul 02, 2002 at 01:25P

Document Number: 02018069

Amount 13.00

Lee Carlisle
County Clerk
By
Rose Robinson, Deputy
Hays County

LANDOWNER AUTHORIZATION AND AFFIDAVIT OF OWNERSHIP

SUBJECT PROPERTY INFORMATION

Subdivision Name, Block, Lot, or legal description if not subdivided: Kyle Heights Section 2 Lot 21

of lots (if subdivided): _____ # of acres: 5.13

Site APN/Property ID #(s): R62686

Location: 1351 Bunton Creek Kyle, Texas 78640 County: Hays

Development Name: 1351 Bunton Creek

OWNER

Company/Applicant Name: Abel and Erlinda Tenorio

Authorized Company Representative (if company is owner): _____

Type of Company and State of Formation: _____

Title of Authorized Company Representative (if company is owner): _____

Applicant Address: 1351 Bunton Creek Kyle, Texas 78640

Applicant Fax: _____

Applicant Phone: 512 791-3521

Applicant/Authorized Company Representative Email: No email

APPLICANT REPRESENTATIVE

Check one of the following:

____. I will represent the application myself; or

X I hereby designate Amanda Brown (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: *Erlinda Lemoine* Date: 12-15-2021

State of Texas §

§

County of Hays §

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 15 day of December, 2021.

(Notary Seal)



Pamela Woods
Notary Public's Signature
6/14/2024
My Commission Expires

Owner's Signature: *Erlinda Lemoine* Date: 12-15-2021

State of Texas §

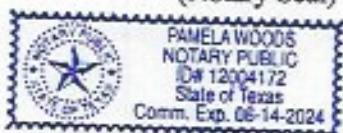
§

County of Hays §

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 15th day of December, 2021.

(Notary Seal)



Pamela Woods
Notary Public's Signature
6/14/2024
My Commission Expires

PROJECT REPRESENTATIVE

Representative Name: Amanda Brown

Representative Address: 10814 Jollyville Road, Avallon IV, Suite 200 Austin, TX 78759

Representative Email: amanda.brown@kimley-horn.com

Representative's Signature: _____ Date: 12/07/2021



CITY OF KYLE, TEXAS

Savannah PID creation resolution

Meeting Date: 3/1/2022

Date time: 7:00 PM

Subject/Recommendation: Approve a Resolution of the City Council Authorizing and Creating the Savannah Ranch Public Improvement District in accordance with Chapter 372 of the Texas Local Government Code; Providing for Related Matters; and Providing an Effective Date.
~ *Paige Saenz, City Attorney*

- Public Hearing

Other Information:

Legal Notes:

Budget Information:

ATTACHMENTS:

Description

- ☐ PID Petition
- ☐ 2022 0215 TIRZ No. 3 - Savannah PID - Preliminary Project and Finance Plan (PPFP)
- ☐ PID Public Notice
- ☐ PID Creation Resolution (Savannah Ranch)

PETITION FOR CREATION OF A PUBLIC IMPROVEMENT DISTRICT

TO THE HONORABLE MAYOR AND CITY COUNCIL, CITY OF KYLE, TEXAS:

COMES NOW the undersigned (collectively “Petitioner”), the owner of certain taxable real property, and pursuant to Chapter 372 of the Texas Local Government Code, as amended (the “Act”), hereby petitions the City of Kyle, Texas (“City”) to establish a public improvement district to include property currently located within the extra-territorial jurisdiction of the City (the “District”). In support of same, Petitioner would respectfully show the following:

I.

The boundary of the proposed District is set forth in Exhibit “A” attached hereto and incorporated by reference herein.

II.

The general nature of the proposed public improvements (the “Improvements”) include: (i) landscaping; (ii) erection of fountains, distinctive lighting, and signs; (iii) acquiring, constructing, improving, widening, narrowing, closing, or rerouting of sidewalks or of streets, any other roadways, or their rights-of-way; (iv) construction of improvement of pedestrian malls; (v) acquisition and installation of pieces of art; (vi) acquisition, construction, or improvement of libraries; (vii) acquisition, construction, or improvement of off-street parking facilities; (viii) acquisition, construction, improvement, or rerouting of mass transportation facilities; (ix) acquisition, construction, or improvement of water, wastewater, or drainage facilities or improvements; (x) the establishment or improvement of parks; (xi) projects similar to those listed in (i)-(x); (xii) acquisition, by purchase or otherwise, of real property in connection with an authorized improvement; (xiii) special supplemental services for improvement and promotion of the District, including services relating to advertising, promotion, health and sanitation, water and wastewater, public safety, security, business recruitment, development, recreation, and cultural enhancement; (xiv) payment of expenses incurred in establishment, administration, and operation of the District, including the costs of financing the public improvements listed above; (xv) the development, rehabilitation, or expansion of affordable housing; and (xvi) payment of expenses associated with operating and maintaining the public improvements listed above.

III.

The estimated total cost of the proposed Improvements is \$48,885,000.

IV.

The City shall levy assessments on each parcel within the District in a manner that results in imposing equal shares of the costs on property similarly benefited. Each assessment may be paid in part or in full at any time (including interest), and certain assessments may be paid in annual installments (including interest). If the City allows an assessment to be paid in installments, then

the installments must be paid in amounts necessary to meet annual costs for those Improvements financed by the assessment and must continue for a period necessary to retire the indebtedness on those Improvements (including interest).

V.

The City will not be obligated to provide any funding to finance the Improvements, other than from assessments levied on the District. No City property in the District shall be assessed. The Petitioner may fund certain Improvements from other funds available to the Petitioner.

VI.

The management of the District will be by the City, with the assistance of one or more consultants selected by the City, who shall, from time to time, advise the City regarding certain operations of the District.

VII.

The persons or entities (through authorized representatives) signing this Petition request and concur with the establishment of the District, and have the corporate authority to execute and deliver the Petition.

VIII.

The Petitioner proposes the District be established and managed without the creation of an advisory board. However, if an advisory board is created, the Petitioner requests a representative of the Petitioner be appointed to the advisory board.

IX.

The persons or entities (through authorized representatives) signing this Petition are also owners of taxable real property representing more than fifty percent (50%) of the appraised value of taxable real property liable for assessment under the proposal as determined by the current roll of the appraisal district in which the property is located; and the record owners of real property liable for assessment under the proposal who (a) constitute more than fifty percent (50%) of all record owners of property that is liable for assessment under the proposal, and (b) own taxable real property that constitutes more than fifty percent (50%) of the area of all taxable real property that is liable for assessment under the proposal.

X.

This Petition will be filed with the City Secretary, City of Kyle, Texas, in support of the creation of the District by the City Council of the City as herein provided.

[SIGNATURE PAGE TO FOLLOW]

EXECUTED this 20 day of January, 2022.

PETITIONER

BLACO RIVER RANCH PROPERTIES, L.P.,
a Texas limited partnership

By: Blanco River Ranch Properties GP, LLC,
Its general partners

By: 

Name: Gregg T. Reyes

Its: General Partner

EXHIBIT "A"
BOUNDARIES OF THE DISTRICT

107.906 Acres
Tract One

State of Texas
County of Hays

Fieldnotes, for 107.906 Acres, situated in the Caleb W. Baker Survey, Abstract Number 31, Hays County, Texas, being out of 1971.29 Acres, designated Tract I, in a Deed from the State of Texas to Blanco River Ranch Properties, LP, as recorded in Volume 5230, Page 583 of the Official Public Records of Hays County, Texas; said 107.906 Acres being more fully described by metes and bounds as follows;

Commencing, at a X Chiseled in Rock found, on the Northeast Right-of-Way of Waterridge Boulevard, *Not Constructed* (also known as RM 150), as recorded in Instrument Number 19038653 Of the Plat Records of Hays County Texas, for the South corner of a 134.86 Acre tract, described in a Deed from Charles M. Decker, IV, John Albert Decker and Nancy R. Decker, individually and as Independent Executrix of the Estate of James W. Decker, to Auburn E. Dennis and Shara B. Dennis, as recorded in Volume 1057, Page 225 of the said Official Public Records, an Inner Ell corner of the said 1971.29 Acre tract, from whence, an 8 Inch Cedar Fence Corner Post found, for a North corner of the said 1971.29 Acre tract, bears North 29°06'16" West, 2803.20 Feet;

Thence, North 43°17'51" East, with the common line of the Northeast Right-of-Way of the said Waterridge Boulevard, a Southeast line of the said 134.86 Acre tract and a Northwest line of the said 1971.29 Acre tract, 23.91 Feet, to a ½ Inch Iron Rod with Yellow Plastic Cap stamped "Atwell LLC" found, for a corner of the Northeast Right-of-Way of the said Waterridge Boulevard, the **Point of Beginning** and West corner of this tract;

Thence, North 43°17'51" East, continuing with the Southeast line of the said 134.86 Acre tract and the Northwest line of the said 1971.29 Acre tract, at 1391.55 Feet, pass a ½ Inch Iron Rod found, 2.91 Feet left of line, for the South corner of Arroyo Ranch Section Two, as recorded in Volume 10, Page 218 of the said Plat Records, at 1698.18 Feet, pass a ½ Inch Iron Rod found, 1.49 Feet Left of line, for the West corner of Arroyo Ranch Section One, as recorded in Volume 10, Page 179 of the said Plat Records, in all 1706.95 Feet, to a ½ Inch Iron Rod with Orange Plastic Cap stamped "Urban Civil" set, for a Northwest corner of the said 1971.29 Acre tract and this tract;

Thence, South 82°42'51" East, with the North line of the said 1971.29 Acre tract, 683.00 Feet, to a ½ Inch Iron Rod with Yellow Plastic Cap stamped "AST" found, for a West corner of a 608.70 Acre tract, described in a Deed from Blanco River Ranch Properties, LP, to HMBRR LP #2, as recorded in Instrument Number 17034180 of the said Official Public Records, the Northeast corner of this tract;

Thence, departing the North line of the said 1971.29 Acre tract, with the West line of the said 608.70 Acre tract, as follows:

- South 20°33'24" West, 282.58 Feet, to a ½ Inch Iron Rod with Orange Plastic Cap stamped "Urban Civil" set, for a corner of the said 608.70 Acre tract and this tract;
- South 38°05'41" East, 1251.15 Feet, to a ½ Inch Iron Rod with Orange Plastic Cap stamped "Urban Civil" set, for a corner of the said 608.70 Acre tract and this tract;
- South 01°26'33" East, 730.09 Feet, to a ½ Inch Iron Rod with Orange Plastic Cap stamped "Urban Civil" set, for a corner of the said 608.70 Acre tract and this tract;
- South 30°53'12" East, 576.30 Feet, to a ½ Inch Iron Rod with Orange Plastic Cap stamped "Urban Civil" set, for a corner of the said 608.70 Acre tract and this tract;
- South 02°33'03" East, 54.09 Feet, to a ½ Inch Iron Rod with Yellow Plastic Cap stamped "Atwell LLC" found, on the North Right-of-Way of 6 Creeks Boulevard, *Not Constructed*, as shown on the Plat of 6 Creeks Boulevard, Phase 4, as recorded in Instrument Number 19038651 of the said Plat Records, for the Southeast corner of this tract;

Thence, departing the West line of the said 608.70 Acre tract, with the North Right-of-Way of the said 6 Creeks Boulevard, as follows:

- North 76°06'09" West, 531.61 Feet, to a ½ Inch Iron Rod with Yellow Plastic Cap stamped "Atwell LLC" found, for a corner of this tract and the beginning of a curve to the Left, having a Radius of 1040.00 Feet, a Central Angle of 29°53'37" an Arc Length of 542.61 Feet and a Chord which bears South 88°58'38" West, 536.48 Feet;
- With the Arc of the said Curve to the Left, 542.61 Feet, to a ½ Inch Iron Rod with Yellow Plastic Cap stamped "Atwell LLC" found, for a corner of this tract;
- South 74°01'45" West, 527.09 Feet, to a ½ Inch Iron Rod with Yellow Plastic Cap stamped "Atwell LLC" found, for a corner of this tract and the beginning of a curve to the Right, having a Radius of 710.00 Feet, a Central Angle of 25°00'43" an Arc Length of 309.94 Feet and a Chord which bears South 86°32'41" West, 307.49 Feet;
- With the Arc of the said Curve to the Right, 309.94 Feet, to a ½ Inch Iron Rod with Yellow Plastic Cap stamped "Atwell LLC" found, for a corner of this tract;
- North 80°58'32" West, 367.25 Feet, to a ½ Inch Iron Rod with Yellow Plastic Cap stamped "Atwell LLC" found, on the East Right-of-Way of the said Waterridge Boulevard, for the Southwest corner of this tract and the beginning of a curve to the Left, having a Radius of 1000.00 Feet, a Central Angle of 29°19'59" an Arc Length of 511.96 Feet and a Chord which bears North 14°23'53" West, 506.39 Feet;

Thence, departing the North Right-of-Way of the said 6 Creeks Boulevard, with the East Right-of-Way of the said Waterridge Boulevard and the Arc of the said curve to the Left, 511.96 Feet, to a ½ Inch Iron Rod with Yellow Plastic Cap stamped "Atwell LLC" found, for a corner of this tract;

Thence, North 29°02'20" West, with the Northeast Right-of-Way of the said Waterridge Boulevard, 994.36 Feet, to the **Point of Beginning**, containing 107.906 Acres (4,700,378 Square Feet) of Land, more or less.

Bearings are based on GPS, NAD83, State Plane Coordinates, Texas South Central Zone 4204.

Unless this fieldnote description, including preamble, seal and signature, appears in its entirety, in its original form, surveyor assumes no responsibility for its accuracy.

Also reference accompanying Map of tract described herein.

74.615 Acres
Tract Two

State of Texas
County of Hays

Fieldnotes, for 74.615 Acres, situated in the Caleb W. Baker Survey, Abstract Number 31, Hays County, Texas, being out of 1971.29 Acres, designated Tract I, in a Deed from the State of Texas to Blanco River Ranch Properties, LP, as recorded in Volume 5230, Page 583 of the Official Public Records of Hays County, Texas; said 74.615 Acres being more fully described by metes and bounds as follows;

Beginning, at a ½ Inch Iron Rod with Yellow Plastic Cap stamped "Atwell LLC" found, on the North Right-of-Way of 6 Creeks Boulevard, *Not Constructed*, as shown on the Plat of 6 Creeks Boulevard, Phase 2, as recorded in Instrument Number 19038648 of the Plat Records of Hays County Texas, for the Southeast corner of Section 1, Waterridge 150 District, as recorded in Instrument Number 19038654 of the said Plat Records, the Southwest corner of this tract, from whence, a ½ Inch Iron Rod with Yellow Plastic Cap stamped "Atwell LLC" found, bears North 74°16'39" West, 16.77 Feet;

Thence, departing the North Right-of-Way of the said 6 Creeks Boulevard, with the East line of the said Section 1, as follows:

- North 22°03'41" East, 284.10 Feet, to a ½ Inch Iron Rod with Yellow Plastic Cap stamped "Atwell LLC" found, for a corner of the said Section 1 and this tract;
- North 33°45'48" East, 268.75 Feet, to a ½ Inch Iron Rod with Yellow Plastic Cap stamped "Atwell LLC" found, for a corner of the said Section 1 and this tract;
- North 25°23'57" East, 387.83 Feet, to a ½ Inch Iron Rod with Orange Plastic Cap stamped "Urban Civil" set, for a corner of the said Section 1 and this tract;
- North 23°23'03" East, 281.83 Feet, to a ½ Inch Iron Rod with Orange Plastic Cap stamped "Urban Civil" set, for a corner of the said Section 1 and this tract;
- North 30°58'38" East, 141.69 Feet, to a ½ Inch Iron Rod with Yellow Plastic Cap stamped "Atwell LLC" found, for a corner of the said Section 1 and this tract;
- North 12°16'39" West, 396.18 Feet, to a ½ Inch Iron Rod with Yellow Plastic Cap stamped "Atwell LLC" found, for a corner of the said Section 1 and this tract;
- North 18°39'21" West, 347.57 Feet, to a ½ Inch Iron Rod with Yellow Plastic Cap stamped "Atwell LLC" found, for a corner of the said Section 1 and this tract;
- North 08°15'45" East, 576.97 Feet, to a ½ Inch Iron Rod with Yellow Plastic Cap stamped "Atwell LLC" found, for a corner of the said Section 1 and this tract;
- North 04°54'00" West, 133.38 Feet, to a ½ Inch Iron Rod with Yellow Plastic Cap stamped "Atwell LLC" found, on the South Right-of-Way of 6 Creeks Boulevard, *Not Constructed*,

as shown on the Plat of 6 Creeks Boulevard, Phase 4, as recorded in Instrument Number 19038651 of the said Plat Records, for the Northeast corner of the said Section 1, the Northwest corner of this tract, from whence, a ½ Inch Iron Rod with Yellow Plastic Cap stamped "Atwell LLC" found, bears South 74°01'33" West, 31.23 Feet;

Thence, with the South Right-of-Way of the said 6 Creeks Boulevard, as follows:

- North 74°01'33" East, 495.93 Feet, to a ½ Inch Iron Rod with Yellow Plastic Cap stamped "Atwell LLC" found, for a corner of this tract and the beginning of a curve to the Right, having a Radius of 960.00 Feet, a Central Angle of 29°53'35" an Arc Length of 500.86 Feet and a Chord which bears North 89°00'36" East, 495.20 Feet;
- With the Arc of the said Curve to the Right, 500.86 Feet, to a ½ Inch Iron Rod with Yellow Plastic Cap stamped "Atwell LLC" found, for a corner of this tract;
- South 76°07'08" East, 535.28 Feet, to a ½ Inch Iron Rod with Yellow Plastic Cap stamped "Atwell LLC" found, for a corner of this tract and the beginning of a curve to the Left, having a Radius of 715.00 Feet, a Central Angle of 01°35'01" an Arc Length of 19.76 Feet and a Chord which bears South 76°57'27" East, 19.76 Feet;
- With the Arc of the said Curve to the Left, 19.76 Feet, to a ½ Inch Iron Rod with Yellow Plastic Cap stamped "Atwell LLC" found, on the West line of a 608.70 Acre tract, described in a Deed from Blanco River Ranch Properties, LP, to HMBRR LP #2, as recorded in Instrument Number 17034180 of the said Official Public Records, for the Northeast corner of this tract;

Thence, departing the North Right-of-Way of the said 6 Creeks Boulevard, with the West line of the said 608.70 Acre tract, as follows:

- South 02°33'03" East, 57.90 Feet, to a ½ Inch Iron Rod with Orange Plastic Cap stamped "Urban Civil" set, for a corner of the said 608.70 Acre tract and this tract;
- South 08°23'35" West, 473.62 Feet, to a ½ Inch Iron Rod with Orange Plastic Cap stamped "Urban Civil" set, for a corner of the said 608.70 Acre tract and this tract;
- South 31°44'58" West, 255.86 Feet, to a ½ Inch Iron Rod with Orange Plastic Cap stamped "Urban Civil" set, for a corner of the said 608.70 Acre tract and this tract;
- South 13°08'25" East, 681.81 Feet, to a ½ Inch Iron Rod with Orange Plastic Cap stamped "Urban Civil" set, for a corner of the said 608.70 Acre tract and this tract;
- South 23°10'35" West, 321.69 Feet, to a ½ Inch Iron Rod with Orange Plastic Cap stamped "Urban Civil" set, for a corner of the said 608.70 Acre tract and this tract;
- South 04°51'56" East, 5.31 Feet, to a ½ Inch Iron Rod with Orange Plastic Cap stamped "Urban Civil" set, on the North Right-of-Way of 6 Creeks Boulevard, as shown on the said Plat of 6 Creeks Boulevard, Phase 2, for the Southeast corner of this tract and the beginning of a curve to the Left, having a Radius of 1240.00 Feet, a Central Angle of 52°50'36" an Arc Length of 1143.64 Feet and a Chord which bears South 59°19'09" West, 1103.53 Feet;

Thence, with the North Right-of-Way of the said 6 Creeks Boulevard, as follows:

- With the Arc of the said Curve to the **Left**, 1143.64 Feet, to a ½ Inch Iron Rod with Yellow Plastic Cap stamped "Atwell LLC" found, for a corner of this tract;
- South 32°55'25" West, 67.85 Feet, to a ½ Inch Iron Rod with Yellow Plastic Cap stamped "Atwell LLC" found, for a corner of this tract and the beginning of a curve to the Right, having a Radius of 760.00 Feet, a Central Angle of 72°10'01" an Arc Length of 957.26 Feet and a Chord which bears South 69°00'25" West, 895.22 Feet;
- With the Arc of the said Curve to the Right, 957.26 Feet, to the **Point of Beginning**, containing 74.615 Acres (3,250,216 Square Feet) of Land, more or less.

Bearings are based on GPS, NAD83, State Plane Coordinates, Texas South Central Zone 4204.

Unless this fieldnote description, including preamble, seal and signature, appears in its entirety, in its original form, surveyor assumes no responsibility for its accuracy.

Also reference accompanying Map of tract described herein.

18.856 Acres

18.856 Acres
Tract Three

State of Texas
County of Hays

Fieldnotes, for 18.856 Acres, situated in the Caleb W. Baker Survey, Abstract Number 31, Hays County, Texas, being out of 1971.29 Acres, designated Tract I, in a Deed from the State of Texas to Blanco River Ranch Properties, LP, as recorded in Volume 5230, Page 583 of the Official Public Records of Hays County, Texas; said 18.856 Acres being more fully described by metes and bounds as follows;

Beginning, at a ½ Inch Iron Rod with Yellow Plastic Cap stamped "Atwell LLC" found, on the South Right-of-Way of 6 Creeks Boulevard, *Not Constructed*, as shown on the Plat of 6 Creeks Boulevard, Phase 2, as recorded in Instrument Number 19038648 of the Plat Records of Hays County Texas, for the Northeast corner of Section 2, Waterridge 150 District, as recorded in Instrument Number 19038655 of the said Plat Records, the Northwest corner of this tract, from whence, a ½ Inch Iron Rod with Yellow Plastic Cap stamped "Atwell LLC" found, bears North 73°41'02" West, 577.24 Feet;

Thence, with the South Right-of-Way of the said 6 Creeks Boulevard, as follows:

- South 73°41'02" East, 30.18 Feet, to a ½ Inch Iron Rod with Orange Plastic Cap stamped "Urban Civil" set, for a corner of this tract and the beginning of a curve to the Left, having a Radius of 840.00 Feet, a Central Angle of 73°25'25" an Arc Length of 1076.45 Feet and a Chord which bears North 69°38'34" East, 1004.29 Feet;
- With the Arc of the said Curve to the Left, 1076.45 Feet, to a ½ Inch Iron Rod with Yellow Plastic Cap stamped "Atwell LLC" found, for a corner of this tract;
- North 32°53'25" East, 67.91 Feet, to a ½ Inch Iron Rod with Yellow Plastic Cap stamped "Atwell LLC" found, for a corner of this tract and the beginning of a curve to the Right, having a Radius of 1160.00 Feet, a Central Angle of 52°53'07" an Arc Length of 1070.71 Feet and a Chord which bears North 59°20'24" East, 1033.10 Feet;
- With the Arc of the said Curve to the Right, 1070.71 Feet, to a ½ Inch Iron Rod with Orange Plastic Cap stamped "Urban Civil" set, on the West line of a 608.70 Acre tract, described in a Deed from Blanco River Ranch Properties, LP, to HMBRR LP #2, as recorded in Instrument Number 17034180 of the said Official Public Records, for the Northeast corner of this tract;

Thence, South 04°51'56" East, departing the South Right-of-Way of the said 6 Creeks Boulevard, with the West line of the said 608.70 acre tract, 39.86 Feet, to a ½ Inch Iron Rod found, for an Inner Ell corner of the said 608.70 Acre tract, the Southeast corner of this tract and the beginning of a curve to the Left, having a Radius of 1184.66 Feet, a Central Angle of 14°24'31" an Arc Length of 297.92 Feet and a Chord which bears South 77°55'39" West, 297.13 Feet;

Thence, with the Arc of the said Curve to the Left, a North line of the said 608.70 Acre tract, 297.92 Feet, to a ½ Inch Iron Rod with Orange Plastic Cap stamped "Urban Civil" set, for a corner of the said 608.70 Acre tract and this tract;

Thence, with a Northwest line of the said 608.70 Acre tract, as follows:

- South 44°16'19" West, 582.31 Feet, to a ½ Inch Iron Rod with Orange Plastic Cap stamped "Urban Civil" set, for a corner of the said 608.70 Acre tract and this tract;
- South 28°23'42" West, 708.39 Feet, to a ½ Inch Iron Rod with Orange Plastic Cap stamped "Urban Civil" set, for a corner of the said 608.70 Acre tract and this tract;
- South 46°10'14" West, 1179.44 Feet, to a ½ Inch Iron Rod with Orange Plastic Cap stamped "Urban Civil" set, for a corner of the said 608.70 Acre tract and this tract;
- South 26°31'56" West, 9.22 Feet, to a ½ Inch Iron Rod with Yellow Plastic Cap stamped "Atwell LLC" found, for a corner of the said Section 2, the Southwest corner of this tract;

Thence, with the East line of the said Section 2, as follows:

- North 30°04'07" West, 269.04 Feet, to a ½ Inch Iron Rod with Yellow Plastic Cap stamped "Atwell LLC" found, for a corner of the said Section 2 and this tract;
- North 06°03'19" East, 546.43 Feet, to a ½ Inch Iron Rod with Yellow Plastic Cap stamped "Atwell LLC" found, for a corner of the said Section 2 and this tract;
- North 14°02'36" East, 274.28 Feet, to the **Point of Beginning**, containing 18.856 Acres (821,354 Square Feet) of Land, more or less.

Bearings are based on GPS, NAD83, State Plane Coordinates, Texas South Central Zone 4204.

Unless this fieldnote description, including preamble, seal and signature, appears in its entirety, in its original form, surveyor assumes no responsibility for its accuracy.

Also reference accompanying Map of tract described herein.



REINVESTMENT ZONE NUMBER THREE
CITY OF KYLE, TEXAS
PRELIMINARY PROJECT AND FINANCE PLAN
FEBRUARY 15, 2022

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SECTION 1: INTRODUCTION

1.1 Authority and Purpose

The City of Kyle, Texas, a Home Rule municipality (the “City”) has the authority under Chapter 311, Texas Tax Code, Tax Increment Financing Act, as amended (the “Act”) to designate a contiguous or noncontiguous geographic area within the corporate limits or extraterritorial jurisdiction of the City as a tax increment reinvestment zone to promote development or redevelopment of the area because the governing body of the City (the “City Council”) has determined that development or redevelopment would not occur solely through private investment in the reasonably foreseeable future, that the Zone (hereinafter defined) is economically feasible, and that creation of the Zone is in the best interest of the City and the property in the Zone. The purpose of the Zone is to facilitate such development or redevelopment by financing the costs of public works, public improvements, programs, and other projects benefiting the Zone, plus other costs incidental to those expenditures, all of which costs are authorized by the Act.

1.2 Eligibility Requirements

An area is eligible under the Act to be designated as a tax increment reinvestment zone if it either (1) substantially arrests or impairs the sound growth of the municipality designating the Zone, retard the provision of housing accommodations, or constitutes an economic or social liability and is a menace to the public health, safety, morals, or welfare in its present condition, (2) is predominantly open or undeveloped and, because of obsolete platting, deterioration of structures or site improvements, or other factors, substantially impairs or arrests the sound growth of the City, (3) is in a federally assisted new community located in the City or in an area immediately adjacent to a federally assisted new community, or (4) is in an area described in a petition requesting that the area be designated as a reinvestment zone, if the petition is submitted to the governing body of the City by the owners of property constituting at least fifty percent (50%) of the appraised value of the property in the area according to the most recent certified appraisal roll for the county in which the area is located. The City cannot, however, designate a zone if more than thirty percent (30%) of the property in the proposed zone, excluding property that is publicly owned, is used for residential purposes, or if the total appraised value of taxable real property in the proposed zone and in existing reinvestment zones exceeds fifty percent (50%) of the total appraised value of taxable real property in the City and in industrial districts created by the City.

1.3 Proposed Zone

The City Council is considering the creation of a tax increment reinvestment zone known as “*Reinvestment Zone Number Three, City of Kyle, Texas*” (the “Zone”) that includes approximately

122.55 acres of land as depicted on **Exhibit A** and described by metes and bounds on **Exhibit F** (the “Property”). The Property is anticipated to be owned by Toll Brothers, Inc. (the “Developer”). The Property is currently located within the extraterritorial jurisdiction and corporate limits of the City, and is anticipated to be fully annexed into the corporate limits of the City. Upon annexation, the Property is anticipated to be zoned for single family residential. The Property is undeveloped, and due to its size, location, and physical characteristics, development would not occur solely through private investment in the foreseeable future. The Property substantially impaired and arrested the sound growth of the City because it was predominately open and undeveloped due to factors such as the lack of public infrastructure and the need for economic incentive to attract development to the Zone for the purpose of providing long-term economic benefits including, but not limited to, increased real property tax base for all taxing units in the Zone. If the Public Improvements (hereinafter defined), and other projects are financed as contemplated by this Preliminary Plan (hereinafter defined), the City envisions that the Property will be developed to take full advantage of the opportunity to bring to the City, and Hays County, (the “County”) a quality master planned residential community.

1.4 Preliminary Plan and Hearing

Before the City Council considered adopting the ordinance designating the Zone (the “Creation Ordinance”), the City Council prepared a preliminary reinvestment zone financing plan in accordance with the Act and called a public hearing on the creation of the Zone and its benefits to the City and to the Property, at which public hearing interested persons shall be given the opportunity to speak for and against the creation of the Zone, the boundaries of the Zone and the concept of tax increment financing, and at which hearing the owners of the Property shall be given a reasonable opportunity to protest the inclusion of their Property in the Zone. The requirement of the Act for a preliminary reinvestment zone financing plan was satisfied by this *Reinvestment Zone Number Three, City of Kyle, Texas, Preliminary Project and Finance Plan* dated February 15, 2022 (the “Preliminary Plan”), the purpose of which was to describe, in general terms, the public improvements that will be undertaken and financed by the Zone. A description of how such public improvements and projects will be undertaken and financed shall be determined by a *Reinvestment Zone Number Three, City of Kyle, Texas, Final Project and Finance Plan* (the “Final Plan”), which requires approval by the Board (hereinafter defined) and by the City Council.

1.5 Creation of the Zone

Upon the closing of the above referenced public hearing, the City Council shall consider the Creation Ordinance and make the following findings (1) that development or redevelopment of the Property would not occur solely through private investment in the reasonably foreseeable future, (2) that the Zone was feasible, (3) that improvements in the Zone will significantly

enhance the value of all the taxable real property in the Zone and will be of general benefit to the City, and (4) that the Zone meets the eligibility requirements of the Act. Among other provisions required by the Act, the Creation Ordinance shall appoint a Board of Directors for the Zone (the “Board”).

1.6 Board Recommendations

After the creation of the Zone, the Board shall review the Final Plan and recommend its approval to the City Council pursuant to which the City shall contribute a portion of its ad valorem tax increment attributable to new development in the Zone into a tax increment fund created by the City and segregated from all other funds of the City (the “TIRZ Fund”) to pay the costs of public improvements and other projects benefiting the Zone. Additionally, the Board shall consider a TIRZ Agreement among the City, the Board and the Developer to be effective _____, 2022 (the “TIRZ Agreement”) and recommend its approval to the City Council, pursuant to which the City shall apply City Tax Increment (defined hereafter) on deposit in the TIRZ Fund to the TIRZ Annual Credit Amount, as defined in the Service and Assessment Plan (the “SAP”) for the Savannah Public Improvement District (the “PID”). Should the County choose to participate in the Zone, the Board shall consider a County Participation Agreement, between the City and the County, and recommend its approval to the City Council.

1.7 Council Action

On _____ 2022, the City Council approved the Creation Ordinance. On _____, 2022, the City Council approved a development agreement with the Developer (the “Development Agreement”, as amended from time to time). The Development Agreement details certain obligations to be included in the Final Plan. It is anticipated that the Final Plan shall be updated in the future to reflect additional development within the Zone.

SECTION 2: DESCRIPTION AND MAPS

2.1 Existing Uses and Conditions

The Property is currently located within the extraterritorial jurisdiction and corporate limits of the City, and is anticipated to be fully annexed into the corporate limits of the City. Upon annexation, the Property is anticipated to be zoned for single-family residential, in accordance with the City’s zoning ordinance. The majority of the Property is undeveloped, and there is no public infrastructure to support development. Development requires extensive public infrastructure that: (1) the City could not provide, and (2) would not be provided solely through private investment in the foreseeable future.

2.2 Proposed Uses

The proposed use of the Property is a residential master planned community pursuant to the Development Agreement, as shown on **Exhibit G**.

SECTION 3: PROPOSED CHANGES TO ORDINANCES, PLANS, CODES, RULES, AND REGULATIONS

The Property is wholly located in the extraterritorial jurisdiction and corporate limits of the City, and is anticipated to be fully annexed into the corporate limits of the City. Upon annexation, the Property shall be subject to the City's zoning regulation. The City has or shall have exclusive jurisdiction over the subdivision and platting of the property within the Property and the design, construction, installation, and inspection of water, sewer, drainage, roadway, and other public infrastructure. No proposed changes to zoning ordinances, comprehensive plan, building codes, subdivision rules, or other municipal ordinances are planned.

SECTION 4: RELOCATION OF DISPLACED PERSONS

No persons shall be displaced and in need of relocation due to the creation of the Zone or due to the implementation of the Final Plan.

SECTION 5: ESTIMATED NON-PROJECT COSTS

Non-project costs are costs that will be spent to develop in the Zone but will not be financed by the Zone, and will be financed by private funds. The list of non-project costs is shown on **Exhibit B**, and are estimated to be approximately \$188,359,670.

SECTION 6: PROPOSED PUBLIC IMPROVEMENTS

6.1 Categories of Public Improvements

The proposed public improvements to be financed by the Zone include roads, water, sanitary sewer, storm drainage, parks and open space, professional services, and associated financing and interest costs (the "Public Improvements"), as depicted on **Exhibit H**, and detailed on **Exhibit C**. All Public Improvements shall be designed and constructed in accordance with all applicable City standards and shall otherwise be inspected, approved, and accepted by the City. At the City's option, the Public Improvements may be expanded to include any other category of improvements authorized by the Act. It is anticipated that the Final Plan shall be updated in the future to include additional Public Improvements.

6.2 Locations of Public Improvements

The estimated locations of the proposed Public Improvements are depicted on **Exhibit H**. These locations may be revised, with the approval of the City, from time to time without amending the Final Plan.

SECTION 7: ESTIMATED PROJECT COSTS

7.1 Project Costs

The total costs for projects in the Zone, which includes the Public Improvements costs (the “Public Improvement Costs”) and the Administrative Costs (hereinafter defined), are estimated to be \$42,831,876 (collectively, the “Project Costs”), as shown on **Exhibit C**.

7.2 Estimated Costs of Public Improvements

The estimated Public Improvement Costs within the Zone are \$42,426,195, as shown on **Exhibit C**. Pursuant to the Development Agreement and TIRZ Agreement, the Public Improvements of the Zone primarily consist of the Authorized Improvements, as such term is defined in the SAP for the PID.

7.3 Estimated Administrative Costs

The estimated costs for administration of the Zone shall be the actual, direct costs paid or incurred by or on behalf of the City to administer the Zone (the “Administrative Costs”). The Administrative Costs include the costs of professional services, including those for planning, engineering, and legal services paid by or on behalf of the City. The Administrative Costs also include organizational costs, the cost of publicizing the creation of the Zone, and the cost of implementing the project plan for the Zone paid by or on behalf of the City that are directly related to the administration of the Zone. The Administrative Costs shall be paid each year from the TIRZ Fund before any other Project Costs are paid. The Administrative Costs are estimated to be \$10,000 per year beginning 2023 and escalating at two percent (2%) thereafter.

7.4 Estimated Timeline of Incurred Costs

The Administrative Costs will be incurred annually through the remaining duration of the Zone. It is estimated the Public Improvement Costs will be incurred between 2023 and 2033, as shown on **Exhibit D**, and funded annually over the remaining term of the Zone.

SECTION 8: ECONOMIC FEASIBILITY

8.1 Feasibility Study

For purposes of the Final Plan, economic feasibility has been evaluated over the term of the Zone, as shown on **Exhibit E** (the “Feasibility Study”). This evaluation focuses on only direct financial benefits (i.e. ad valorem tax revenues from the development of Public Improvements in the Zone). Based on the Feasibility Study, during the term of the Zone, new development (which would not have occurred but for the Zone) will generate approximately \$43,424,968 in total new real property tax revenue for the City. Pursuant to the Final Plan, the City shall deposit the City Tax Increment (defined hereafter), estimated at \$15,952,233, in to the TIRZ Fund to pay Project Costs. The City, as a participant, will benefit from the new development within the Zone and will retain approximately \$27,472,736 in net additional real property tax revenue.

Based on the Feasibility Study, during the term of the Zone, new development (which would not have occurred but for the Zone) will generate approximately \$31,009,290 in total new real property tax revenue for the County. If applicable, the County shall deposit the County Tax Increment (defined hereafter), estimated at \$11,391,313, in to the TIRZ Fund to pay Project Costs. The County, as a participant, will benefit from the new development within the Zone and will retain approximately \$19,617,977 in net additional real property tax revenue.

The Feasibility Study shows a portion of the new real property tax revenue generated by the Zone will be retained by the City and the County. The remainder of the new City and County real property tax revenue generated within the Zone will be available to pay Project Costs, until the term expires or is otherwise terminated. One hundred percent (100%) of all taxing revenues generated for other taxing entities by the new development within the Zone will be retained by the respective taxing entities. Upon expiration or termination of the Zone, one hundred percent (100%) of all new real property tax revenue generated within the Zone will be retained by the respective taxing entity. Based on the foregoing, the economic feasibility of the Zone has been demonstrated.

SECTION 9: ESTIMATED BONDED INDEBTEDNESS

No tax increment reinvestment zone bonds or public indebtedness by the City secured by the tax increments pursuant to the Act, is contemplated.

SECTION 10: APPRAISED VALUE

10.1 Tax Increment Base

The total appraised value of taxable real property in the Zone at the time of creation is estimated to be \$60,050 (the “Tax Increment Base”) and shall be confirmed by the Hays Central Appraisal District. Each year, the Hays Central Appraisal District shall confirm the current taxable value of the Zone, less the Tax Increment Base (the “Captured Appraised Value”).

10.2 Estimated Captured Appraised Value

The amount of the City Tax Increment (defined hereafter) for a year during the term of the Zone is the amount of property taxes levied and collected by the City for that year on the Captured Appraised Value, as described in Section 11 of this Preliminary Plan. It is estimated that upon expiration of the term of the Zone, the total Captured Appraised Value of taxable real property in the Zone will be approximately \$425,520,136, as shown on **Exhibit E**. The actual Captured Appraised Value, as certified by the Hays County Appraisal District will, for each year, will be used to calculate annual payment by the City into the TIRZ Fund pursuant to the Final Plan.

If applicable, the amount of the County Tax Increment (defined hereafter) for a year during the term of the Zone is the amount of property taxes levied and collected by the County for that year on the Captured Appraised Value. It is estimated that upon expiration of the term of the Zone, the total Captured Appraised Value of taxable real property in the Zone will be approximately \$425,520,136, as shown on **Exhibit E**. The actual Captured Appraised Value, as certified by the Hays County Appraisal District will, for each year, will be used to calculate annual payment by the County into the TIRZ Fund pursuant to the Final Plan.

SECTION 11: METHOD OF FINANCING

Pursuant to the Development Agreement, the Developer has paid, and will in the future pay, those Project Costs attributable to the Public Improvements and will construct or cause to be constructed the Public Improvements. The Final Plan shall obligate the City to deposit into the TIRZ Fund beginning in 2023 an amount equal to thirty-six-point-seven-four percent (36.74%) of the ad valorem taxes collected and received by the City on the Captured Appraised Value in the Zone (the “City Tax Increment”). For example, in FY 2021, the City’s ad valorem tax rate was \$0.5082 per \$100 of taxable value, therefore the City would contribute \$0.1867 per \$100 of the Captured Appraised Value in the Zone levied and collected, to the TIRZ Fund.

Should the County choose to participate in the Zone, the County Participation Agreement shall obligate the County to deposit into the TIRZ Fund beginning in 2023 an amount equal thirty-six-point-seven-four percent (36.74%) of the ad valorem taxes collected and received by the County

on the Captured Appraised Value in the Zone (the “County Tax Increment”). For example, in FY 2021, the County’s ad valorem tax rate was \$0.3629 per \$100 of taxable value, therefore the County would contribute \$0.1333 per \$100 of the Captured Appraised Value in the Zone levied and collected, to the TIRZ Fund.

The funds deposited into the TIRZ Fund shall be prioritized and allocated as follows:

1. For the reasonable Administrative Costs of the Zone; then
2. For the payment of Public Improvement Costs through an annual reduction of a portion of the Assessment and interest component of the Annual Installment of Assessments (each as defined in the PID SAP), as further described in the SAP for the PID, on a parcel-by-parcel basis, in an amount not to exceed the TIRZ Maximum Annual Credit Amount, as defined in the SAP for the PID (the “TIRZ Credit”); and
3. To the extent there are TIRZ Fund revenues remaining after such TIRZ Credit, any excess TIRZ Fund revenue shall be returned annually to the General Fund of the City, or to the County, as applicable, or in any other manner as authorized by the City Council and allowed pursuant to the Act.

All payments of Project Costs shall be made solely from the TIRZ Fund and from no other funds of the City, or the County, unless otherwise approved by the governing body, and the TIRZ Fund shall only be used to pay the Project Costs in accordance with the Final Plan, the TIRZ Agreement, and the Development Agreement. Any revenue remaining after the funding of the Project Costs shall be returned to the participating taxing entities. The City may amend the Final Plan in compliance with the Development Agreement and TIRZ Agreement, including but not limited to what is considered a Project Cost.

SECTION 12: DURATION OF THE ZONE, TERMINATION

12.1 Duration

The stated term of the Zone shall commence upon the approval of the Creation Ordinance by the City Council, and shall continue until December 31, 2052, with the last payment being due by January 31, 2053, unless otherwise terminated in accordance with the Creation Ordinance.

12.2 Termination

The Zone shall terminate on the earlier of (i) December 31, 2052, or (ii) at such time that the obligations of the Zone, including all Project Costs, have been paid in full. If upon expiration of the stated term of the Zone, the obligations of the Zone have not been fully funded by the TIRZ Fund, the City and the County shall have no obligation to pay the shortfall and the term shall not be extended. Nothing in this section is intended to prevent the City from extending the term of the Zone in accordance with the Act.

LIST OF EXHIBITS

Unless otherwise stated, all references to "Exhibits" contained in this Preliminary Plan shall mean and refer to the following exhibits, all of which are attached to and made a part of this Preliminary Plan for all purposes.

Exhibit A	Map of the Zone
Exhibit B	Non-Project Costs
Exhibit C	List of Project Costs
Exhibit D	Estimated Timeline of Incurred Costs
Exhibit E	Feasibility Study
Exhibit F	Legal Description
Exhibit G	Proposed Uses of the Property
Exhibit H	Map of the Public Improvements

EXHIBIT B – NON-PROJECT COSTS

Reinvestment Zone Number Three, City of Kyle Non-Project Costs		
Private Improvements ¹		
Roads	\$	9,125,161
Water	\$	2,523,114
Sanitary Sewer	\$	2,751,120
Utilities	\$	2,201,770
Parks and Open Space	\$	1,000,000
Home Construction	\$	167,758,505
Amenity Center	\$	3,000,000
Total Non-Project Costs		\$ 188,359,670
(1) Based on Financing Tables provided by Launch Development Finance Advisors dated 1-31-22.		

EXHIBIT C – LIST OF PROJECT COSTS

Reinvestment Zone Number Three, City of Kyle Project Costs		
Public Improvements ¹		
Roads	\$	12,475,065
Water	\$	2,699,682
Sanitary Sewer	\$	2,415,814
Storm Drainage	\$	5,619,712
Parks and Open Space	\$	3,288,142
Soft Costs	\$	6,977,576
Interest and Financing Costs ²	\$	8,950,204
<i>Public Improvement Costs</i>	<i>\$</i>	<i>42,426,195</i>
Administrative Costs	\$	405,681
Total Project Costs	\$	42,831,876

(1) Based on Financing Tables provided by Launch Development Finance Advisors dated 1-31-22.

(2) Estimated Interest and Financing Costs subject to change based on SAP.

EXHIBIT D – ESTIMATED TIMELINE OF INCURRED PROJECT COSTS

Reinvestment Zone Number Three, City of Kyle Estimated Timeline of Incurred Project Costs			
Zone Year	Calendar Year	Total Project Costs ^{1,2}	
		Annual	Cumulative
Base	2022	\$ -	\$ -
1	2023	\$ -	\$ -
2	2024	\$ 1,463,727	\$ 1,463,727
3	2025	\$ 6,371,260	\$ 7,834,987
4	2026	\$ 6,371,260	\$ 14,206,246
5	2027	\$ 6,371,260	\$ 20,577,506
6	2028	\$ 5,078,191	\$ 25,655,697
7	2029	\$ 3,354,100	\$ 29,009,797
8	2030	\$ 3,354,100	\$ 32,363,896
9	2031	\$ 3,354,100	\$ 35,717,996
10	2032	\$ 3,354,100	\$ 39,072,095
11	2033	\$ 3,354,100	\$ 42,426,195
		\$ 42,426,195	

(1) Estimate provided for illustrative purposes only.

(2) Does not illustrate Administrative Costs, which shall be incurred annually for the duration of the Zone.

EXHIBIT E – FEASIBILITY STUDY

Reinvestment Zone Number Three, City of Kyle Feasibility Study																					
Zone Year	Calendar Year	Collection Year	Growth/ Year ¹	Savannah - Development									City AV Revenue				County AV Revenue				
				Added Development	New Taxable Value	Incremental Value	City TIRZ Fund Contribution			County TIRZ Fund Contribution			Total Gross		Total Retained		Total Gross		Total Retained		
							%	Annual	Cumulative	%	Annual	Cumulative	Annual	Cumulative	Annual	Cumulative	Annual	Cumulative	Annual	Cumulative	
Base	2022	2023			\$ 60,050	\$ -															
1	2023	2024	2%	\$ -	\$ 61,251	\$ 1,201	36.74%	\$ -	\$ -	36.74%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2	2024	2025	2%	\$ 10,217,358	\$ 10,279,834	\$ 10,219,784	36.74%	\$ 2	\$ 2	36.74%	\$ 2	\$ 2	\$ 6	\$ 6	\$ 4	\$ 4	\$ 4	\$ 4	\$ 3	\$ 3	
3	2025	2026	2%	\$ 44,473,761	\$ 54,959,192	\$ 54,899,142	36.74%	\$ 19,079	\$ 19,081	36.74%	\$ 13,624	\$ 13,626	\$ 51,937	\$ 51,943	\$ 32,858	\$ 32,862	\$ 37,088	\$ 37,092	\$ 23,463	\$ 23,466	
4	2026	2027	2%	\$ 44,473,761	\$ 100,532,137	\$ 100,472,087	36.74%	\$ 102,490	\$ 121,572	36.74%	\$ 73,187	\$ 86,813	\$ 278,997	\$ 330,940	\$ 176,507	\$ 209,369	\$ 199,229	\$ 236,321	\$ 126,042	\$ 149,508	
5	2027	2028	2%	\$ 44,473,761	\$ 147,016,540	\$ 146,956,490	36.74%	\$ 187,569	\$ 309,141	36.74%	\$ 133,941	\$ 220,754	\$ 510,599	\$ 841,540	\$ 323,030	\$ 532,399	\$ 364,613	\$ 600,934	\$ 230,672	\$ 380,180	
6	2028	2029	2%	\$ 35,447,661	\$ 185,404,532	\$ 185,344,482	36.74%	\$ 274,350	\$ 583,491	36.74%	\$ 195,910	\$ 416,665	\$ 746,833	\$ 1,588,373	\$ 472,483	\$ 1,004,881	\$ 533,305	\$ 1,134,239	\$ 337,395	\$ 717,575	
7	2029	2030	2%	\$ 23,412,861	\$ 212,525,484	\$ 212,465,434	36.74%	\$ 346,016	\$ 929,507	36.74%	\$ 247,086	\$ 663,751	\$ 941,921	\$ 2,530,293	\$ 595,905	\$ 1,600,786	\$ 672,615	\$ 1,806,854	\$ 425,529	\$ 1,143,103	
8	2030	2031	2%	\$ 23,412,861	\$ 240,188,854	\$ 240,128,804	36.74%	\$ 396,648	\$ 1,326,155	36.74%	\$ 283,242	\$ 946,993	\$ 1,079,749	\$ 3,610,043	\$ 683,102	\$ 2,283,888	\$ 771,037	\$ 2,577,891	\$ 487,795	\$ 1,630,899	
9	2031	2032	0%	\$ 23,412,861	\$ 263,601,715	\$ 263,541,665	36.74%	\$ 448,292	\$ 1,774,447	36.74%	\$ 320,120	\$ 1,267,113	\$ 1,220,335	\$ 4,830,377	\$ 772,043	\$ 3,055,930	\$ 871,427	\$ 3,449,319	\$ 551,307	\$ 2,182,206	
10	2032	2033	0%	\$ 23,412,861	\$ 287,014,576	\$ 286,954,526	36.74%	\$ 492,001	\$ 2,266,448	36.74%	\$ 351,332	\$ 1,618,445	\$ 1,339,319	\$ 6,169,696	\$ 847,318	\$ 3,903,248	\$ 956,393	\$ 4,405,712	\$ 605,060	\$ 2,787,266	
11	2033	2034	2%	\$ 23,412,861	\$ 316,167,729	\$ 316,107,679	36.74%	\$ 535,710	\$ 2,802,158	36.74%	\$ 382,545	\$ 2,000,990	\$ 1,458,303	\$ 7,627,999	\$ 922,593	\$ 4,825,841	\$ 1,041,358	\$ 5,447,070	\$ 658,813	\$ 3,446,080	
12	2034	2035	2%	\$ -	\$ 322,491,083	\$ 322,431,033	36.74%	\$ 590,135	\$ 3,392,293	36.74%	\$ 421,409	\$ 2,422,399	\$ 1,606,459	\$ 9,234,458	\$ 1,016,324	\$ 5,842,165	\$ 1,147,155	\$ 6,594,224	\$ 725,746	\$ 4,171,825	
13	2035	2036	2%	\$ -	\$ 328,940,905	\$ 328,880,855	36.74%	\$ 601,940	\$ 3,994,233	36.74%	\$ 429,839	\$ 2,852,238	\$ 1,638,595	\$ 10,873,052	\$ 1,036,654	\$ 6,878,819	\$ 1,170,102	\$ 7,764,327	\$ 740,263	\$ 4,912,089	
14	2036	2037	2%	\$ -	\$ 335,519,723	\$ 335,459,673	36.74%	\$ 613,981	\$ 4,608,215	36.74%	\$ 438,437	\$ 3,290,675	\$ 1,671,373	\$ 12,544,425	\$ 1,057,391	\$ 7,936,210	\$ 1,193,509	\$ 8,957,835	\$ 755,071	\$ 5,667,160	
15	2037	2038	2%	\$ -	\$ 342,230,118	\$ 342,170,068	36.74%	\$ 626,263	\$ 5,234,478	36.74%	\$ 447,208	\$ 3,737,883	\$ 1,704,806	\$ 14,249,231	\$ 1,078,543	\$ 9,014,753	\$ 1,217,383	\$ 10,175,218	\$ 770,175	\$ 6,437,335	
16	2038	2039	2%	\$ -	\$ 349,074,720	\$ 349,014,670	36.74%	\$ 638,791	\$ 5,873,269	36.74%	\$ 456,153	\$ 4,194,036	\$ 1,738,908	\$ 15,988,139	\$ 1,100,118	\$ 10,114,870	\$ 1,241,735	\$ 11,416,953	\$ 785,582	\$ 7,222,917	
17	2039	2040	2%	\$ -	\$ 356,056,214	\$ 355,996,164	36.74%	\$ 651,569	\$ 6,524,838	36.74%	\$ 465,278	\$ 4,659,315	\$ 1,773,693	\$ 17,761,832	\$ 1,122,124	\$ 11,236,994	\$ 1,266,574	\$ 12,683,528	\$ 801,296	\$ 8,024,213	
18	2040	2041	2%	\$ -	\$ 363,177,339	\$ 363,117,289	36.74%	\$ 664,602	\$ 7,189,440	36.74%	\$ 474,585	\$ 5,133,900	\$ 1,809,173	\$ 19,571,004	\$ 1,144,570	\$ 12,381,564	\$ 1,291,910	\$ 13,975,438	\$ 817,325	\$ 8,841,538	
19	2041	2042	0%	\$ -	\$ 363,177,339	\$ 363,117,289	36.74%	\$ 677,897	\$ 7,867,337	36.74%	\$ 484,079	\$ 5,617,978	\$ 1,845,362	\$ 21,416,366	\$ 1,167,465	\$ 13,549,029	\$ 1,317,753	\$ 15,293,190	\$ 833,674	\$ 9,675,212	
20	2042	2043	0%	\$ -	\$ 363,177,339	\$ 363,117,289	36.74%	\$ 677,897	\$ 8,545,234	36.74%	\$ 484,079	\$ 6,102,057	\$ 1,845,362	\$ 23,261,729	\$ 1,167,465	\$ 14,716,495	\$ 1,317,753	\$ 16,610,943	\$ 833,674	\$ 10,508,886	
21	2043	2044	2%	\$ -	\$ 370,440,886	\$ 370,380,836	36.74%	\$ 677,897	\$ 9,223,131	36.74%	\$ 484,079	\$ 6,586,135	\$ 1,845,362	\$ 25,107,091	\$ 1,167,465	\$ 15,883,960	\$ 1,317,753	\$ 17,928,696	\$ 833,674	\$ 11,342,560	
22	2044	2045	2%	\$ -	\$ 377,849,703	\$ 377,789,653	36.74%	\$ 691,457	\$ 9,914,587	36.74%	\$ 493,762	\$ 7,079,897	\$ 1,882,275	\$ 26,989,366	\$ 1,190,818	\$ 17,074,779	\$ 1,344,112	\$ 19,272,808	\$ 850,350	\$ 12,192,911	
23	2045	2046	2%	\$ -	\$ 385,406,697	\$ 385,346,647	36.74%	\$ 705,288	\$ 10,619,876	36.74%	\$ 503,639	\$ 7,583,536	\$ 1,919,927	\$ 28,909,293	\$ 1,214,639	\$ 18,289,417	\$ 1,370,999	\$ 20,643,806	\$ 867,360	\$ 13,060,271	
24	2046	2047	2%	\$ -	\$ 393,114,831	\$ 393,054,781	36.74%	\$ 719,396	\$ 11,339,272	36.74%	\$ 513,713	\$ 8,097,249	\$ 1,958,332	\$ 30,867,625	\$ 1,238,935	\$ 19,528,353	\$ 1,398,423	\$ 22,042,229	\$ 884,710	\$ 13,944,981	
25	2047	2048	2%	\$ -	\$ 400,977,128	\$ 400,917,078	36.74%	\$ 733,786	\$ 12,073,059	36.74%	\$ 523,989	\$ 8,621,238	\$ 1,997,504	\$ 32,865,129	\$ 1,263,718	\$ 20,792,071	\$ 1,426,396	\$ 23,468,625	\$ 902,407	\$ 14,847,388	
26	2048	2049	2%	\$ -	\$ 408,996,670	\$ 408,936,620	36.74%	\$ 748,464	\$ 12,821,523	36.74%	\$ 534,470	\$ 9,155,708	\$ 2,037,461	\$ 34,902,590	\$ 1,288,996	\$ 22,081,067	\$ 1,454,928	\$ 24,923,553	\$ 920,458	\$ 15,767,846	
27	2049	2050	2%	\$ -	\$ 417,176,604	\$ 417,116,554	36.74%	\$ 763,436	\$ 13,584,959	36.74%	\$ 545,161	\$ 9,700,869	\$ 2,078,216	\$ 36,980,806	\$ 1,314,780	\$ 23,395,847	\$ 1,484,031	\$ 26,407,584	\$ 938,870	\$ 16,706,715	
28	2050	2051	2%	\$ -	\$ 425,520,136	\$ 425,460,086	36.74%	\$ 778,707	\$ 14,363,666	36.74%	\$ 556,066	\$ 10,256,935	\$ 2,119,786	\$ 39,100,592	\$ 1,341,079	\$ 24,736,926	\$ 1,513,716	\$ 27,921,300	\$ 957,650	\$ 17,664,365	
29	2051	2052	0%	\$ -	\$ 425,520,136	\$ 425,460,086	36.74%	\$ 794,283	\$ 15,157,949	36.74%	\$ 567,189	\$ 10,824,124	\$ 2,162,188	\$ 41,262,780	\$ 1,367,905	\$ 26,104,831	\$ 1,543,995	\$ 29,465,295	\$ 976,806	\$ 18,641,171	
30	2052	2053	0%	\$ -	\$ 425,520,136	\$ 425,460,086	36.74%	\$ 794,283	\$ 15,952,233	36.74%	\$ 567,189	\$ 11,391,313	\$ 2,162,188	\$ 43,424,968	\$ 1,367,905	\$ 27,472,736	\$ 1,543,995	\$ 31,009,290	\$ 976,806	\$ 19,617,977	
				\$ 296,150,607			\$ 15,952,233			\$ 11,391,313			\$ 43,424,968		\$ 27,472,736		\$ 31,009,290		\$ 19,617,977		
Assumptions				Footnotes																	
Tax Increment Base ² \$ 60,050				1) Values increased at 2% annually with two years of no growth each decade to simulate an economic downturn.																	
City AV Rate 0.508200				2) Tax Increment Base as of January 1, 2022, as confirmed by Hays CAD.																	
County AV Rate 0.362900				3) It is anticipated that this Preliminary Plan shall be amended in the future to identify additional development within the Zone.																	

EXHIBIT F – LEGAL DESCRIPTION

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EXHIBIT "A"

Job No. 2104.04.NB
September 3, 2021

107.906 Acres Tract One

State of Texas County of Hays

Fieldnotes, for 107.906 Acres, situated in the Caleb W. Baker Survey, Abstract Number 31, Hays County, Texas, being out of 1971.29 Acres, designated Tract I, in a Deed from the State of Texas to Blanco River Ranch Properties, LP, as recorded in Volume 5230, Page 583 of the Official Public Records of Hays County, Texas; said 107.906 Acres being more fully described by metes and bounds as follows;

Commencing, at a X Chiseled in Rock found, on the Northeast Right-of-Way of Waterridge Boulevard, *Not Constructed* (also known as RM 150), as recorded in Instrument Number 19038653 Of the Plat Records of Hays County Texas, for the South corner of a 134.86 Acre tract, described in a Deed from Charles M. Decker, IV, John Albert Decker and Nancy R. Decker, individually and as Independent Executrix of the Estate of James W. Decker, to Auburn E. Dennis and Shara B. Dennis, as recorded in Volume 1057, Page 225 of the said Official Public Records, an Inner Ell corner of the said 1971.29 Acre tract, from whence, an 8 Inch Cedar Fence Corner Post found, for a North corner of the said 1971.29 Acre tract, bears North 29°06'16" West, 2803.20 Feet;

Thence, North 43°17'51" East, with the common line of the Northeast Right-of-Way of the said Waterridge Boulevard, a Southeast line of the said 134.86 Acre tract and a Northwest line of the said 1971.29 Acre tract, 23.91 Feet, to a ½ Inch Iron Rod with Yellow Plastic Cap stamped "Atwell LLC" found, for a corner of the Northeast Right-of-Way of the said Waterridge Boulevard, the **Point of Beginning** and West corner of this tract;

Thence, North 43°17'51" East, continuing with the Southeast line of the said 134.86 Acre tract and the Northwest line of the said 1971.29 Acre tract, at 1391.55 Feet, pass a ½ Inch Iron Rod found, 2.91 Feet left of line, for the South corner of Arroyo Ranch Section Two, as recorded in Volume 10, Page 218 of the said Plat Records, at 1698.18 Feet, pass a ½ Inch Iron Rod found, 1.49 Feet Left of line, for the West corner of Arroyo Ranch Section One, as recorded in Volume 10, Page 179 of the said Plat Records, in all 1706.95 Feet, to a ½ Inch Iron Rod with Orange Plastic Cap stamped "Urban Civil" set, for a Northwest corner of the said 1971.29 Acre tract and this tract;

Thence, South 82°42'51" East, with the North line of the said 1971.29 Acre tract, 683.00 Feet, to a ½ Inch Iron Rod with Yellow Plastic Cap stamped "AST" found, for a West corner of a 608.70 Acre tract, described in a Deed from Blanco River Ranch Properties, LP, to HMBRR LP #2, as recorded in Instrument Number 17034180 of the said Official Public Records, the Northeast corner of this tract;

Page 1 of 3

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Thence, departing the North line of the said 1971.29 Acre tract, with the West line of the said 608.70 Acre tract, as follows:

- South 20°33'24" West, 282.58 Feet, to a ½ Inch Iron Rod with Orange Plastic Cap stamped "Urban Civil" set, for a corner of the said 608.70 Acre tract and this tract;
- South 38°05'41" East, 1251.15 Feet, to a ½ Inch Iron Rod with Orange Plastic Cap stamped "Urban Civil" set, for a corner of the said 608.70 Acre tract and this tract;
- South 01°26'33" East, 730.09 Feet, to a ½ Inch Iron Rod with Orange Plastic Cap stamped "Urban Civil" set, for a corner of the said 608.70 Acre tract and this tract;
- South 30°53'12" East, 576.30 Feet, to a ½ Inch Iron Rod with Orange Plastic Cap stamped "Urban Civil" set, for a corner of the said 608.70 Acre tract and this tract;
- South 02°33'03" East, 54.09 Feet, to a ½ Inch Iron Rod with Yellow Plastic Cap stamped "Atwell LLC" found, on the North Right-of-Way of 6 Creeks Boulevard, *Not Constructed*, as shown on the Plat of 6 Creeks Boulevard, Phase 4, as recorded in Instrument Number 19038651 of the said Plat Records, for the Southeast corner of this tract;

Thence, departing the West line of the said 608.70 Acre tract, with the North Right-of-Way of the said 6 Creeks Boulevard, as follows:

- North 76°06'09" West, 531.61 Feet, to a ½ Inch Iron Rod with Yellow Plastic Cap stamped "Atwell LLC" found, for a corner of this tract and the beginning of a curve to the Left, having a Radius of 1040.00 Feet, a Central Angle of 29°53'37" an Arc Length of 542.61 Feet and a Chord which bears South 88°58'38" West, 536.48 Feet;
- With the Arc of the said Curve to the Left, 542.61 Feet, to a ½ Inch Iron Rod with Yellow Plastic Cap stamped "Atwell LLC" found, for a corner of this tract;
- South 74°01'45" West, 527.09 Feet, to a ½ Inch Iron Rod with Yellow Plastic Cap stamped "Atwell LLC" found, for a corner of this tract and the beginning of a curve to the Right, having a Radius of 710.00 Feet, a Central Angle of 25°00'43" an Arc Length of 309.94 Feet and a Chord which bears South 86°32'41" West, 307.49 Feet;
- With the Arc of the said Curve to the Right, 309.94 Feet, to a ½ Inch Iron Rod with Yellow Plastic Cap stamped "Atwell LLC" found, for a corner of this tract;
- North 80°58'32" West, 367.25 Feet, to a ½ Inch Iron Rod with Yellow Plastic Cap stamped "Atwell LLC" found, on the East Right-of-Way of the said Waterridge Boulevard, for the Southwest corner of this tract and the beginning of a curve to the Left, having a Radius of 1000.00 Feet, a Central Angle of 29°19'59" an Arc Length of 511.96 Feet and a Chord which bears North 14°23'53" West, 506.39 Feet;

Thence, departing the North Right-of-Way of the said 6 Creeks Boulevard, with the East Right-of-Way of the said Waterridge Boulevard and the Arc of the said curve to the Left, 511.96 Feet, to a ½ Inch Iron Rod with Yellow Plastic Cap stamped "Atwell LLC" found, for a corner of this tract;

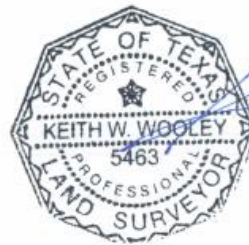
URBANCIVIL™

Thence, North 29°02'20" West, with the Northeast Right-of-Way of the said Waterridge Boulevard, 994.36 Feet, to the **Point of Beginning**, containing 107.906 Acres (4,700,378 Square Feet) of Land, more or less.

Bearings are based on GPS, NAD83, State Plane Coordinates, Texas South Central Zone 4204.

Unless this fieldnote description, including preamble, seal and signature, appears in its entirety, in its original form, surveyor assumes no responsibility for its accuracy.

Also reference accompanying Map of tract described herein.



URBAN CIVIL

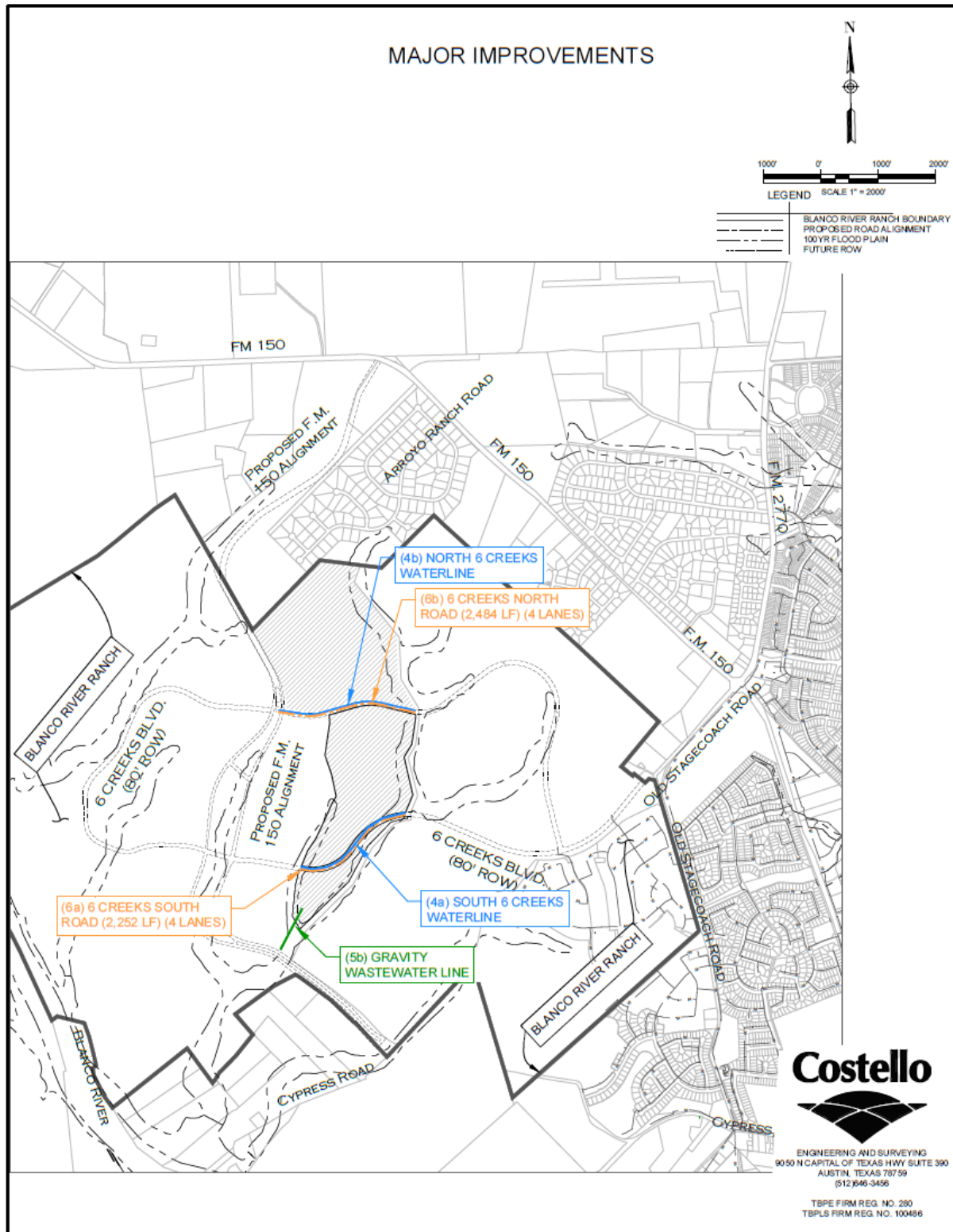
Keith W. Wooley
Keith W. Wooley, R.P.L.S.
License No. 5463

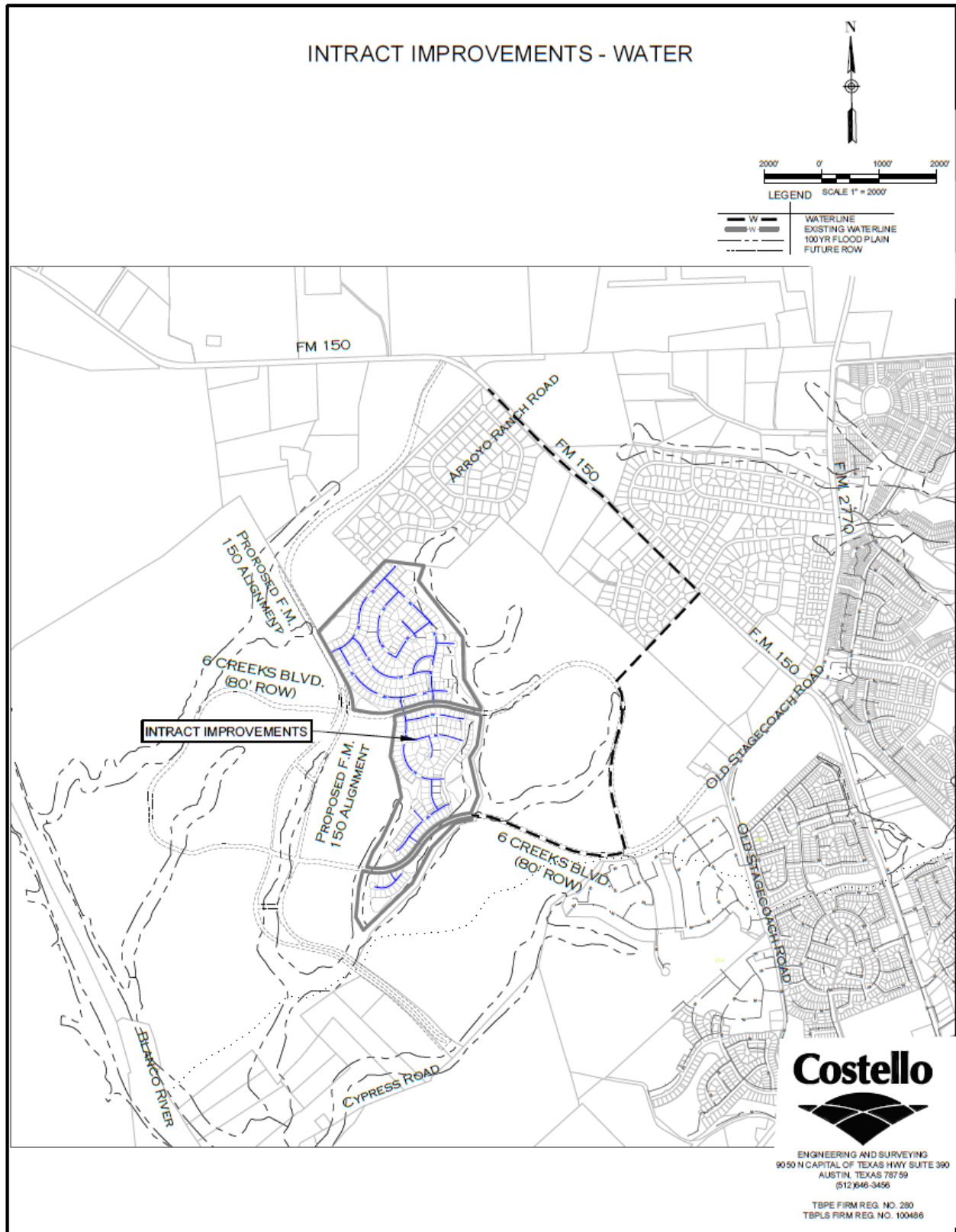
Page 3 of 3

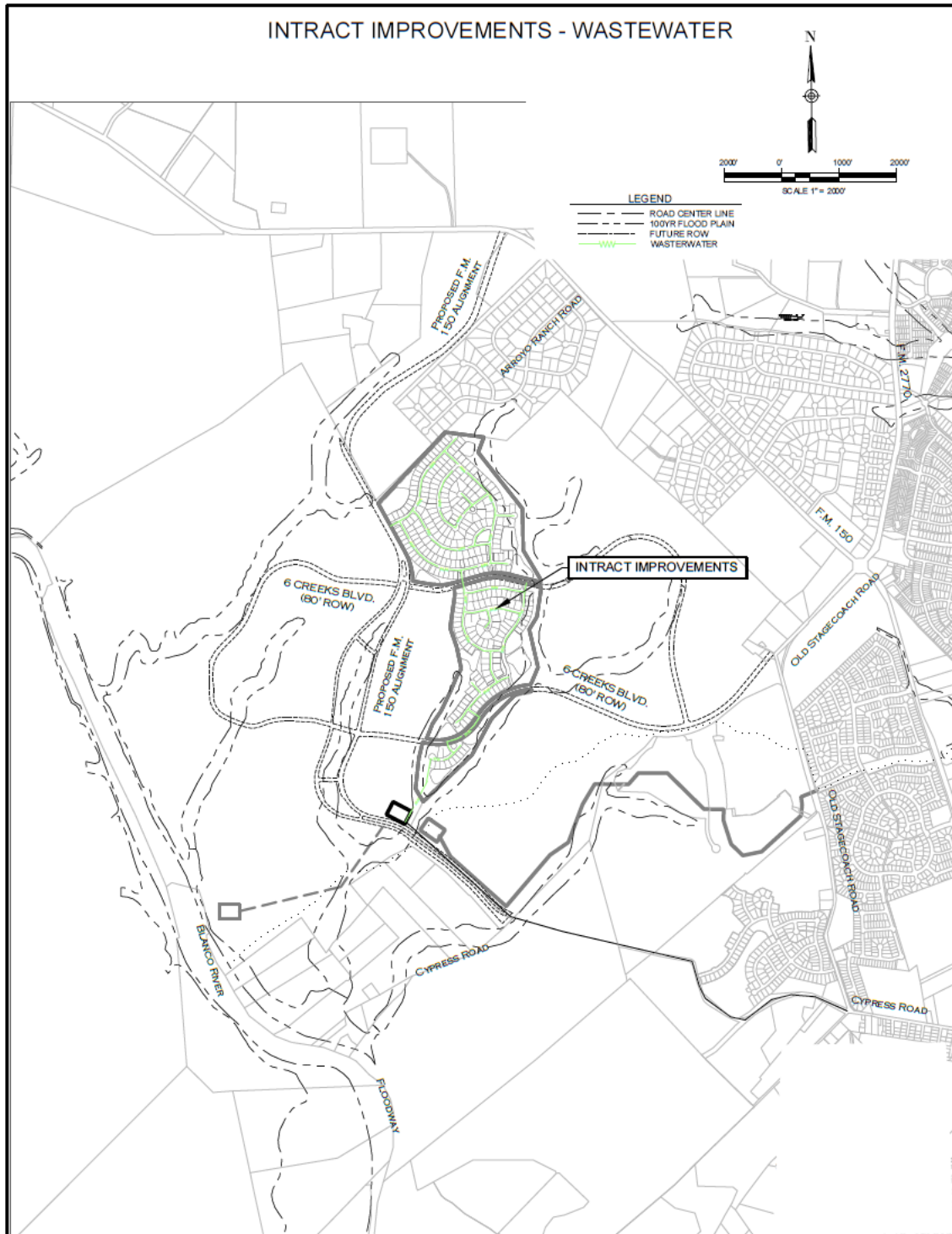
EXHIBIT G – PROPOSED USES OF THE PROPERTY

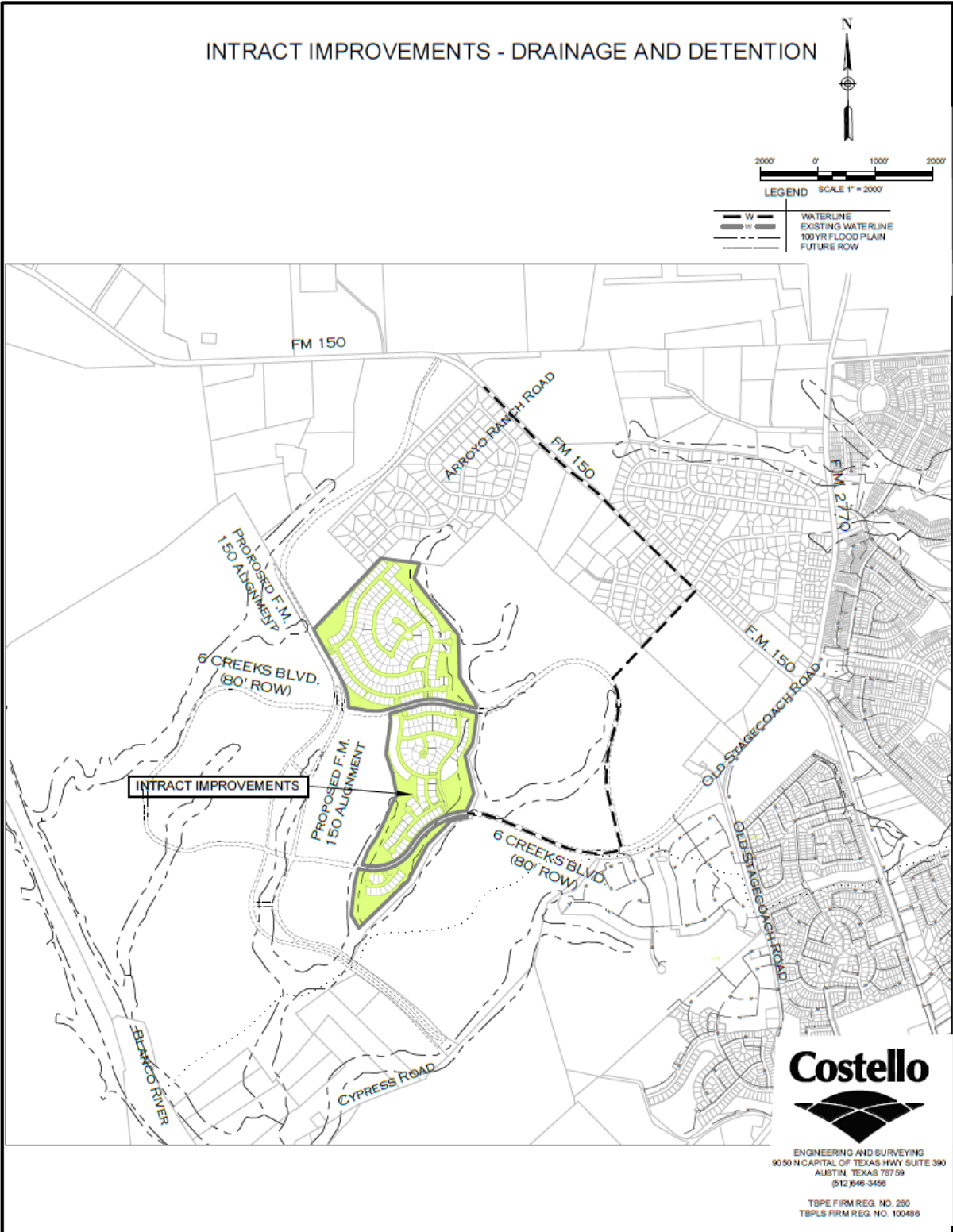


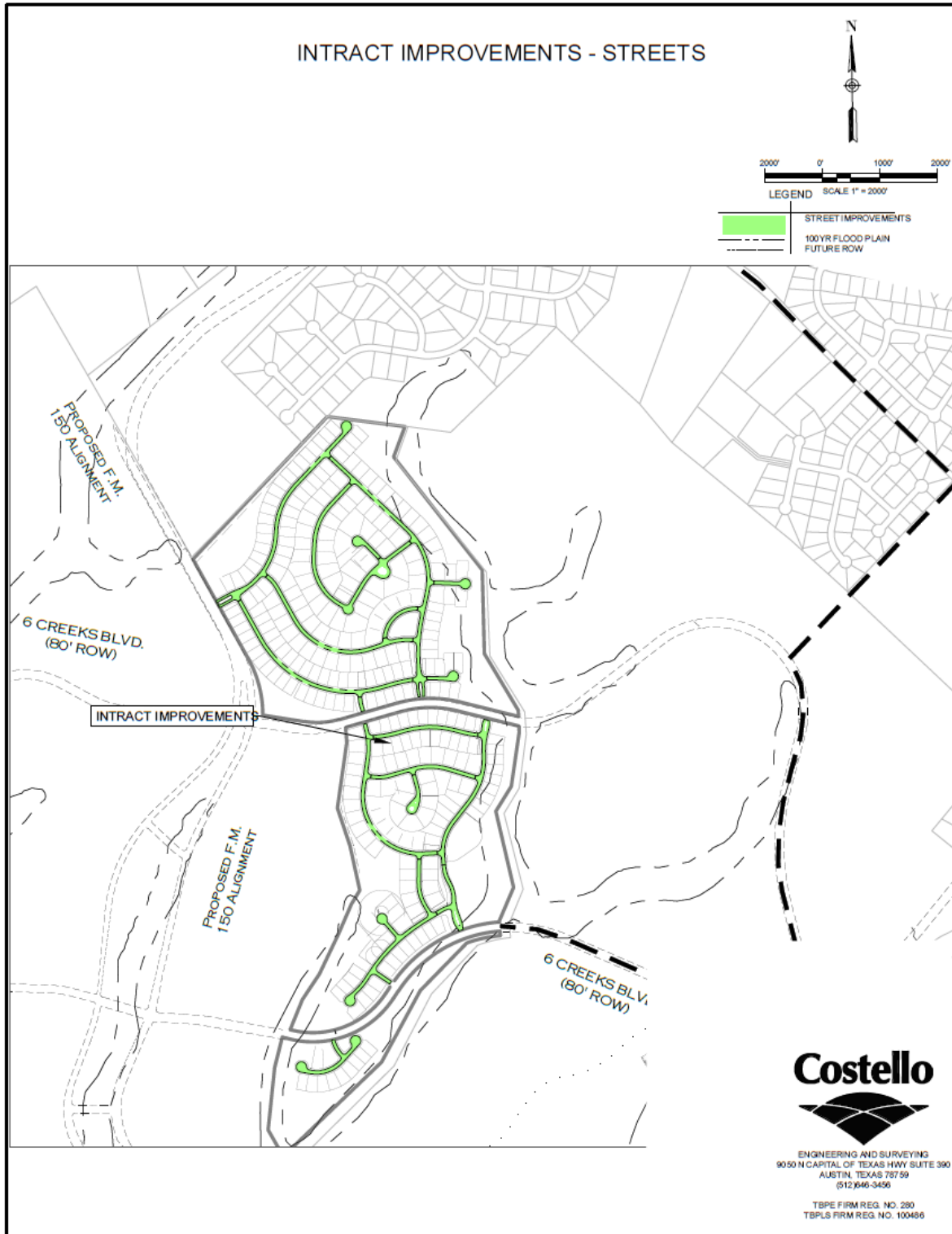
EXHIBIT H –MAP OF THE PUBLIC IMPROVEMENTS

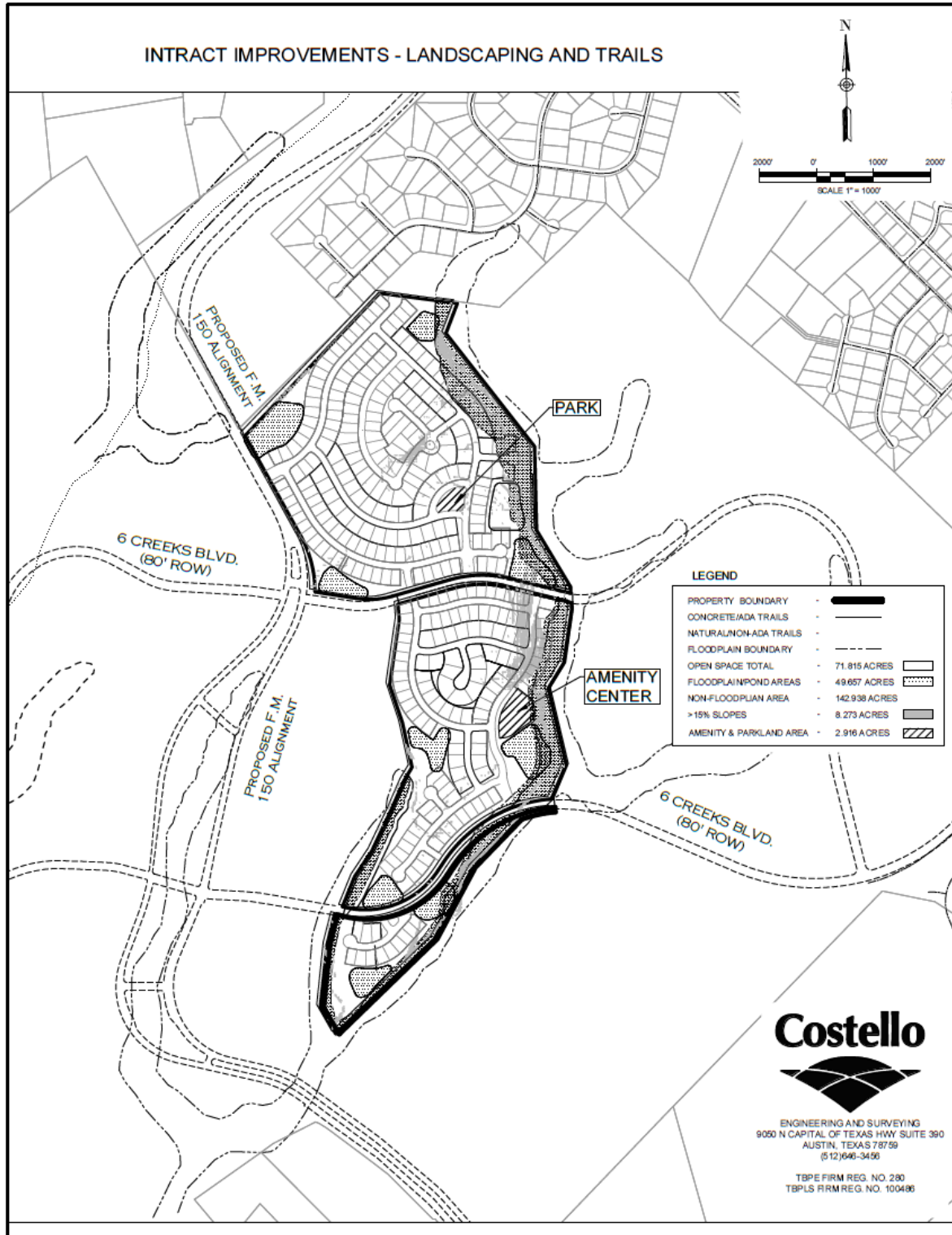












Ordinance No. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF KYLE, TEXAS, DESIGNATING A CERTAIN AREA AS REINVESTMENT ZONE NO. THREE, CITY OF KYLE, TEXAS; ESTABLISHING THE BOUNDARIES THEREOF AND OTHER MATTERS RELATING THERETO; 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

WHEREAS, pursuant to Chapter 311 of the Texas Tax Code, the City of Kyle (the “City”) may designate a geographic area within the City as a reinvestment zone if the area satisfies the requirements of certain sections of Chapter 311 of the Texas Tax Code; and

WHEREAS, the City has prepared a preliminary reinvestment zone financing plan, which provides that City ad valorem taxes are to be deposited into the tax increment fund, and that taxes of other taxing units may be used in the financing of the proposed zone; and

WHEREAS, a notice of a public hearing on the creation of the proposed zone was published in accordance with law, to be held on February 15, 2022, in the Hays Free Press, a newspaper of general circulation in the City; and

WHEREAS, at the public hearing interested persons were allowed to speak for or against the creation of the proposed zone, its boundaries, or the concept of tax increment financing; and owners of property in the proposed zone were given a reasonable opportunity to protest the inclusion of their property in the proposed zone; and

WHEREAS, evidence was received and presented at the public hearing in favor of the creation of the proposed zone under the provisions of Chapter 311, Texas Tax Code; and

WHEREAS, _____ owners of real property in the proposed zone protested the inclusion of their property in the proposed zone; and

WHEREAS, the City has provided all information, and made all presentations, given all notices and done all other things required by Chapter 311, Texas Tax Code, or other law as a condition to the creation of the proposed zone;

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

SECTION 1. Findings.

(a) The facts and recitations contained in the preamble of this Ordinance are hereby found and declared to be true and correct and are adopted as part of this Ordinance for all purposes.

(b) The City Council further finds and declares that the proposed improvements in the proposed zone will significantly enhance the value of all the taxable real property in the proposed zone and will be of general benefit to the City.

(c) The City Council further finds and declares that the proposed zone meets the criteria and requirements of Section 311.005(a)(2) of the Texas Tax Code because the proposed zone contains substantial areas that are predominantly open and underdeveloped, and lack essential public infrastructure, including water and wastewater infrastructure and adequate roads to serve development of the property, which conditions substantially impair and arrest the sound growth of the City.

(d) The City Council, pursuant to the requirements of Chapter 311, Texas Tax Code, further finds and declares that:

- (1) The proposed zone is a geographic area located wholly within the corporate limits of the City; and
- (2) The appraised value of taxable real property in the proposed zone plus the total appraised value of taxable real property contained in other tax increment reinvestment zones located within the City do not exceed 50 percent of the total appraised value of taxable real property in the City. There are no industrial districts created by the City; and
- (3) Less than 30 percent of the property in the proposed zone, excluding property that is publicly owned, is used for residential purposes as of the date of creation of the proposed zone; and
- (4) The development or redevelopment of the property in the proposed zone will not occur solely through private investment in the reasonably foreseeable future.

SECTION 2. Designation of the Zone

The City, acting under the provisions of Chapter 311, Texas Tax Code, including Section 311.005(a), hereby designates as a reinvestment zone, and creates and designates a reinvestment zone over, the area described in **Exhibit A and F of Attachment 1** to promote the redevelopment of the area. The reinvestment zone shall hereafter be named for identification as Reinvestment Zone Number Three, City of Kyle, Texas, (the “Zone”). The City Council specifically declares that the Zone is designated pursuant to Section 311.005(a)(2) of the Texas Tax Code.

SECTION 3. Board of Directors

There is hereby created a Board of Directors for the Zone, which shall consist of nine members. The City Council shall appoint seven (7) members of the Board. Two (2) members of the Board may be appointed by the Hays County Commissioners to Places 8 and 9 or the County may waive appointment of Board members.

If the City Council chooses to appoint currently serving members of the City Council of the City to the Board of Directors, then the Council members shall serve the same term as their elected term on the City Council. The two Hays County Commissioners shall serve a two-year term on the Board of Directors.

The Board of Directors shall make recommendations to the City Council concerning the administration of the Zone. The Board of Directors shall prepare or cause to be prepared and adopt a project plan and a reinvestment zone financing plan for the Zone as described in Section 311.011, Texas Tax Code, and shall submit such plans to the City Council for its approval. The City hereby delegates to the Board of Directors all powers necessary to prepare and implement the project plan and reinvestment zone financing plan, including the power to employ any consultants or enter into any reimbursement agreements payable solely from the Tax Increment Fund, that may be reasonably necessary or convenient to assist the Board of Directors in the preparation of the project plan and reinvestment zone financing plan and in the issuance of tax increment obligations. The issuance of any bonds on behalf of the Zone shall be subject to the approval of City Council.

SECTION 4. Duration of the Zone

The zone shall take effect immediately upon passage of this Ordinance. Termination of the Zone shall occur on December 31, 20____ (unless extended by the City in accordance with applicable law), or at an earlier time designated by subsequent ordinance, or at such time, subsequent to the issuance of tax increment bonds, if any, that all project costs, tax increment bonds, notes and other obligations of the Zone, and the interest thereon, have been paid in full. Notwithstanding the above, after the term of the Zone, the Zone shall continue to receive increment from tax payments made with respect to tax years during the stated term of the Zone.

SECTION 5. Tax Increment Base

The tax increment base of the City or any other taxing unit participating in the Zone for the Zone is the total appraised value of all real property taxable by the City or other taxing unit participating in the Zone and located in the Zone, as of January 1, 2022, the year in which the Zone was designated as a reinvestment zone (the “Tax Increment Base”).

SECTION 6. Tax Increment Fund

There is hereby created and established a Tax Increment Fund for the Zone which may be divided into subaccounts as authorized by subsequent ordinances. All Tax Increments, as defined below, shall be deposited in the Tax Increment Fund. The Tax Increment Fund and any subaccount shall be maintained at the depository bank of the City and shall be secured in the manner prescribed by law for funds of Texas cities. The annual Tax Increment shall equal the property taxes levied by the City and any other taxing unit participating in the Zone for that year on the captured appraised value, as defined by Chapter 311 of the Texas Tax Code, of real property located in Zone that is taxable by the City or any other taxing unit participating in the Zone, less any amounts that are to be allocated from the Tax Increment pursuant to Chapter 311 of the Texas Tax Code. All revenues from the sale of any tax increment bonds, notes or other obligations hereafter issued for the benefit of the Zone by the City, if any; revenues from the sale of property acquired as part of the project plan and reinvestment zone financing plan, if any; and other revenues to be used in the Zone shall be deposited into the Tax Increment Fund. Prior to the termination of the Zone, money shall be disbursed from the Tax Increment Fund only to pay project costs, as defined by the Texas Tax Code, for the Zone, to satisfy the claims of holders of tax increments bonds or notes issued for the Zone, or to pay obligations incurred pursuant to agreements entered into to implement the project plan and reinvestment zone financing plan and achieve their purpose pursuant to Section 311.010(b) of the Texas Tax Code.

SECTION 7. 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 8. 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 9. 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 _____, 2022, 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 _____, 2022,

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 _____, 2022.

ATTEST:

Jennifer Holm, City Secretary

Travis Mitchell, Mayor

Attachment 1

Project and Finance Plan

NOTICE OF PUBLIC HEARING REGARDING THE CREATION OF A PUBLIC IMPROVEMENT DISTRICT

Pursuant to Section 372.009(c) and (d) of the Texas Local Government Code, as amended (the “Act”), notice is hereby given that the City Council of the City of Kyle, Texas (“City”), will hold a public hearing to accept public comments and discuss the petition (the “Petition”), filed by Blanco River Ranch Properties, LP (the “Owner”), requesting that the City create a public improvement district (the “District”) to include property owned by the Owner.

Time and Place of the Hearing. The public hearing will be held at Kyle City Hall, 100 W. Center St., Kyle, Texas at 5:30 p.m. on March 1, 2022.

General Nature of the Proposed Public Improvements. The general nature of the proposed public improvements (the “Authorized Improvements”) include: (i) landscaping; (ii) erection of fountains, distinctive lighting, and signs; (iii) acquiring, constructing, improving, widening, narrowing, closing, or rerouting of sidewalks or of streets, any other roadways, or their rights-of-way; (iv) construction of improvement of pedestrian malls; (v) acquisition and installation of pieces of art; (vi) acquisition, construction, or improvement of libraries; (vii) acquisition, construction, or improvement of off-street parking facilities; (viii) acquisition, construction, improvement, or rerouting of mass transportation facilities; (ix) acquisition, construction, or improvement of water, wastewater, or drainage facilities or improvements; (x) the establishment or improvement of parks; (xi) projects similar to those listed in (i)-(x); (xii) acquisition, by purchase or otherwise, of real property in connection with an authorized improvement; (xiii) special supplemental services for improvement and promotion of the District, including services relating to advertising, promotion, health and sanitation, water and wastewater, public safety, security, business recruitment, development, recreation, and cultural enhancement; (xiv) payment of expenses incurred in establishment, administration, and operation of the District, including the costs of financing the public improvements listed above; (xv) the development, rehabilitation, or expansion of affordable housing; and (xvi) payment of expenses associated with operating and maintaining the public improvements listed above.

Estimated Cost of the Authorized Improvements. The estimated cost to design, acquire, construct and finance the Authorized Improvements is \$48,885,000.

Proposed District Boundaries. The District is proposed to include approximately 201.377 acres of land generally located in Kyle, Hays County, Texas, located at 1899 Six Creeks Blvd, as more particularly described by a metes and bounds description available at Kyle City Hall and available for public inspection.

Proposed Method of Assessment. The City shall levy assessments on each parcel within the District in a manner that results in imposing equal shares of the costs on property similarly benefited. All assessments may be paid in full at any time (including interest and debt), and certain assessments may be paid in annual installments (including interest and debt). If an assessment is allowed to be paid in installments, then the installments must be paid in amounts necessary to meet

annual costs for those Authorized Improvements financed by the assessment, and must continue for a period necessary to retire the indebtedness of those Authorized Improvements (including interest).

Proposed Apportionment of Cost between the District and the City. No municipal property in the public improvement district shall be assessed. Owner may also pay certain costs of the improvements from other funds available to the Owner.

CITY OF KYLE, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KYLE, TEXAS AUTHORIZING AND CREATING THE SAVANNAH RANCH PUBLIC IMPROVEMENT DISTRICT IN ACCORDANCE WITH CHAPTER 372 OF THE TEXAS LOCAL GOVERNMENT CODE; PROVIDING FOR RELATED MATTERS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Kyle, Texas (the “City”), is authorized under Chapter 372 of the Texas Local Government Code, as amended (the “Act”), to create a public improvement district within its City limits and extraterritorial jurisdiction (“ETJ”); and

WHEREAS, on or about January 20, 2022, Blanco River Ranch Properties, L.P., a Texas limited partnership (the “Petitioner”), which is (1) the owner of taxable real property representing more than 50 percent of the appraised value of taxable real property liable for assessment under the proposal, as determined by the current roll of the appraisal district in which the property is located, and (2) the record owner of real property liable for assessment under the proposal who: (A) constitute more than 50 percent of all record owners of property that is liable for assessment under the proposal; or (B) own taxable real property that constitutes more than 50 percent of the area of all taxable real property that is liable for assessment under the proposal, within the corporate limits of the City, submitted and filed with the City Secretary of the City (the “City Secretary”) a petition (“Petition”) requesting the establishment of a public improvement district for property then located wholly within the ETJ of the City; and

WHEREAS, the Petition requested the creation of a public improvement district to be known as the Savannah Ranch Public Improvement District (the “District”), which District currently is located wholly within the ETJ of the City and more particularly described by metes and bounds and depicted in **Exhibit A** (the “Property”) each attached hereto and incorporated herein for all purposes; and

WHEREAS, promptly after creation of the District, all of the Property will be annexed into the corporate limits of the City; and

WHEREAS, the City Council of the City (the “City Council”) has investigated and determined that the facts contained in the Petition are true and correct; and

WHEREAS, after publishing notice in a newspaper of general circulation in the City and its ETJ and mailing notice of the hearing, all as required by and in conformity with the Act, the City Council conducted a public hearing on the advisability of the improvements and services on *March 1, 2022*.

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

Section 1. The findings set forth in the recitals of this Resolution are found to be true and correct.

Section 2. The Petition submitted to the City by the Petitioner was filed with the City Secretary and complies with Section 372.005 of the Act.

Section 3. Pursuant to the requirements of the Act, including, without limitation, Sections 372.006, 372.009(a), and 372.009(b), the City Council, after considering the Petition and the evidence and testimony presented at the public hearing on *March 1, 2022*, hereby finds and declares:

(a) **Advisability of the Proposed Improvements.** It is advisable to create the District to provide the Authorized Improvements (as described below). The Authorized Improvements are feasible and desirable and will promote the interests of the City and will confer a special benefit on the Property.

(b) **General Nature of the Authorized Improvements.** The general nature of the proposed public improvements (collectively, the “Authorized Improvements”) may include: : (i) landscaping; (ii) erection of fountains, distinctive lighting, and signs; (iii) acquiring, constructing, improving, widening, narrowing, closing, or rerouting of sidewalks or of streets, any other roadways, or their rights-of-way; (iv) construction of improvement of pedestrian malls; (v) acquisition and installation of pieces of art; (vi) acquisition, construction, or improvement of libraries; (vii) acquisition, construction,

or improvement of off-street parking facilities; (viii) acquisition, construction, improvement, or rerouting of mass transportation facilities; (ix) acquisition, construction, or improvement of water, wastewater, or drainage facilities or improvements; (x) the establishment or improvement of parks; (xi) projects similar to those listed in (i)-(x); (xii) acquisition, by purchase or otherwise, of real property in connection with an authorized improvement; (xiii) special supplemental services for improvement and promotion of the District, including services relating to advertising, promotion, health and sanitation, water and wastewater, public safety, security, business recruitment, development, recreation, and cultural enhancement; (xiv) payment of expenses incurred in establishment, administration, and operation of the District, including the costs of financing the public improvements listed above; (xv) the development, rehabilitation, or expansion of affordable housing; and (xvi) payment of expenses associated with operating and maintaining the public improvements listed above. These Authorized Improvements shall promote the interests of the City and confer a special benefit upon the Property.

(c) Estimated Costs of the Authorized Improvements and Apportionment of Costs.

The estimated total costs of the Authorized Improvements, together with bond issuance costs, eligible legal and financial fees, eligible credit enhancement costs and eligible costs incurred in establishment, administration and operation of the District, is \$48,885,000, which costs shall be paid by assessment of the property owners within the proposed District. The developer of the Property (the “Developer”) will be obligated for the costs of certain specified Authorized Improvements within the District. The City will not be obligated to provide any funds to finance the Authorized Improvements, other than from assessments levied on real property within the District, and possible tax increment reinvestment zone revenue, if created. The City and the Developer may be reimbursed for the costs of certain specified Authorized Improvements from assessments levied within the District. No municipal property in the District shall be assessed. The Developer may also pay certain costs of the Authorized Improvements from other funds available to the Developer.

- (d) **Boundaries of the District.** The District is proposed to include approximately 201.377 acres of land currently located wholly within the extraterritorial jurisdiction of the City, as more properly described by metes and bounds and depicted in **Exhibit A** attached hereto.
- (e) **Proposed Method of Assessment.** The City shall levy an assessment on each parcel of the Property within the District in a manner that results in imposing equal shares of the costs on property similarly benefited. All assessments, including interest and principal, may be paid in full at any time, and certain assessments may be paid in annual installments (including interest and principal). If an assessment is allowed to be paid in installments, then the installments must be paid in amounts necessary to meet annual costs for those Authorized Improvements financed by the assessments, and must continue for a period necessary to retire the indebtedness for those Authorized Improvements (including interest).
- (f) **Management of the District.** The District shall be managed by the City, with the assistance of a consultant, who shall, from time to time, advise the City regarding certain operations of the District.
- (g) **Advisory Board.** The District shall be managed without the creation of an advisory body.

Section 4. The Savannah Ranch Public Improvement District is hereby authorized and created as a public improvement district under the Act in accordance with the findings of the City Council as to the advisability of the Authorized Improvements contained in this Resolution, the nature and the estimated costs of the Authorized Improvements, the boundaries of the District, the method of assessment, and the apportionment of costs as described herein; and the conclusion that the District is needed to fund such Authorized Improvements.

Section 5. Not later than the seventh date after the date of this Resolution, the City Secretary shall file a copy of this Resolution with the County Clerk of Hays County, Texas.

Section 6. This Resolution shall take effect immediately from and after its passage and publication as required by law.

DULY RESOLVED, PASSED, APPROVED, AND ADOPTED by the City Council of the City of Kyle, Texas, on this the 1st ***DAY OF March, 2022.***

Travis Mitchell
Mayor

ATTEST:

City Secretary

EXHIBIT A

Metes and Bounds Description

107.906 Acres Tract One

State of Texas County of Hays

Fieldnotes, for 107.906 Acres, situated in the Caleb W. Baker Survey, Abstract Number 31, Hays County, Texas, being out of 1971.29 Acres, designated Tract I, in a Deed from the State of Texas to Blanco River Ranch Properties, LP, as recorded in Volume 5230, Page 583 of the Official Public Records of Hays County, Texas; said 107.906 Acres being more fully described by metes and bounds as follows;

Commencing, at a X Chiseled in Rock found, on the Northeast Right-of-Way of Waterridge Boulevard, *Not Constructed* (also known as RM 150), as recorded in Instrument Number 19038653 Of the Plat Records of Hays County Texas, for the South corner of a 134.86 Acre tract, described in a Deed from Charles M. Decker, IV, John Albert Decker and Nancy R. Decker, individually and as Independent Executrix of the Estate of James W. Decker, to Auburn E. Dennis and Shara B. Dennis, as recorded in Volume 1057, Page 225 of the said Official Public Records, an Inner Ell corner of the said 1971.29 Acre tract, from whence, an 8 Inch Cedar Fence Corner Post found, for a North corner of the said 1971.29 Acre tract, bears North 29°06'16" West, 2803.20 Feet;

Thence, North 43°17'51" East, with the common line of the Northeast Right-of-Way of the said Waterridge Boulevard, a Southeast line of the said 134.86 Acre tract and a Northwest line of the said 1971.29 Acre tract, 23.91 Feet, to a ½ Inch Iron Rod with Yellow Plastic Cap stamped "Atwell LLC" found, for a corner of the Northeast Right-of-Way of the said Waterridge Boulevard, the **Point of Beginning** and West corner of this tract;

Thence, North 43°17'51" East, continuing with the Southeast line of the said 134.86 Acre tract and the Northwest line of the said 1971.29 Acre tract, at 1391.55 Feet, pass a ½ Inch Iron Rod found, 2.91 Feet left of line, for the South corner of Arroyo Ranch Section Two, as recorded in Volume 10, Page 218 of the said Plat Records, at 1698.18 Feet, pass a ½ Inch Iron Rod found, 1.49 Feet Left of line, for the West corner of Arroyo Ranch Section One, as recorded in Volume 10, Page 179 of the said Plat Records, in all 1706.95 Feet, to a ½ Inch Iron Rod with Orange Plastic Cap stamped "Urban Civil" set, for a Northwest corner of the said 1971.29 Acre tract and this tract;

Thence, South 82°42'51" East, with the North line of the said 1971.29 Acre tract, 683.00 Feet, to a ½ Inch Iron Rod with Yellow Plastic Cap stamped "AST" found, for a West corner of a 608.70 Acre tract, described in a Deed from Blanco River Ranch Properties, LP, to HMBRR LP #2, as recorded in Instrument Number 17034180 of the said Official Public Records, the Northeast corner of this tract;

Thence, departing the North line of the said 1971.29 Acre tract, with the West line of the said 608.70 Acre tract, as follows:

- South 20°33'24" West, 282.58 Feet, to a ½ Inch Iron Rod with Orange Plastic Cap stamped "Urban Civil" set, for a corner of the said 608.70 Acre tract and this tract;
- South 38°05'41" East, 1251.15 Feet, to a ½ Inch Iron Rod with Orange Plastic Cap stamped "Urban Civil" set, for a corner of the said 608.70 Acre tract and this tract;
- South 01°26'33" East, 730.09 Feet, to a ½ Inch Iron Rod with Orange Plastic Cap stamped "Urban Civil" set, for a corner of the said 608.70 Acre tract and this tract;
- South 30°53'12" East, 576.30 Feet, to a ½ Inch Iron Rod with Orange Plastic Cap stamped "Urban Civil" set, for a corner of the said 608.70 Acre tract and this tract;
- South 02°33'03" East, 54.09 Feet, to a ½ Inch Iron Rod with Yellow Plastic Cap stamped "Atwell LLC" found, on the North Right-of-Way of 6 Creeks Boulevard, *Not Constructed*, as shown on the Plat of 6 Creeks Boulevard, Phase 4, as recorded in Instrument Number 19038651 of the said Plat Records, for the Southeast corner of this tract;

Thence, departing the West line of the said 608.70 Acre tract, with the North Right-of-Way of the said 6 Creeks Boulevard, as follows:

- North 76°06'09" West, 531.61 Feet, to a ½ Inch Iron Rod with Yellow Plastic Cap stamped "Atwell LLC" found, for a corner of this tract and the beginning of a curve to the Left, having a Radius of 1040.00 Feet, a Central Angle of 29°53'37" an Arc Length of 542.61 Feet and a Chord which bears South 88°58'38" West, 536.48 Feet;
- With the Arc of the said Curve to the Left, 542.61 Feet, to a ½ Inch Iron Rod with Yellow Plastic Cap stamped "Atwell LLC" found, for a corner of this tract;
- South 74°01'45" West, 527.09 Feet, to a ½ Inch Iron Rod with Yellow Plastic Cap stamped "Atwell LLC" found, for a corner of this tract and the beginning of a curve to the Right, having a Radius of 710.00 Feet, a Central Angle of 25°00'43" an Arc Length of 309.94 Feet and a Chord which bears South 86°32'41" West, 307.49 Feet;
- With the Arc of the said Curve to the Right, 309.94 Feet, to a ½ Inch Iron Rod with Yellow Plastic Cap stamped "Atwell LLC" found, for a corner of this tract;
- North 80°58'32" West, 367.25 Feet, to a ½ Inch Iron Rod with Yellow Plastic Cap stamped "Atwell LLC" found, on the East Right-of-Way of the said Waterridge Boulevard, for the Southwest corner of this tract and the beginning of a curve to the Left, having a Radius of 1000.00 Feet, a Central Angle of 29°19'59" an Arc Length of 511.96 Feet and a Chord which bears North 14°23'53" West, 506.39 Feet;

Thence, departing the North Right-of-Way of the said 6 Creeks Boulevard, with the East Right-of-Way of the said Waterridge Boulevard and the Arc of the said curve to the Left, 511.96 Feet, to a ½ Inch Iron Rod with Yellow Plastic Cap stamped "Atwell LLC" found, for a corner of this tract;

Thence, North 29°02'20" West, with the Northeast Right-of-Way of the said Waterridge Boulevard, 994.36 Feet, to the **Point of Beginning**, containing 107.906 Acres (4,700,378 Square Feet) of Land, more or less.

Bearings are based on GPS, NAD83, State Plane Coordinates, Texas South Central Zone 4204.

Unless this fieldnote description, including preamble, seal and signature, appears in its entirety, in its original form, surveyor assumes no responsibility for its accuracy.

Also reference accompanying Map of tract described herein.

74.615 Acres
Tract Two

State of Texas
County of Hays

Fieldnotes, for 74.615 Acres, situated in the Caleb W. Baker Survey, Abstract Number 31, Hays County, Texas, being out of 1971.29 Acres, designated Tract I, in a Deed from the State of Texas to Blanco River Ranch Properties, LP, as recorded in Volume 5230, Page 583 of the Official Public Records of Hays County, Texas; said 74.615 Acres being more fully described by metes and bounds as follows;

Beginning, at a ½ Inch Iron Rod with Yellow Plastic Cap stamped "Atwell LLC" found, on the North Right-of-Way of 6 Creeks Boulevard, *Not Constructed*, as shown on the Plat of 6 Creeks Boulevard, Phase 2, as recorded in Instrument Number 19038648 of the Plat Records of Hays County Texas, for the Southeast corner of Section 1, Waterridge 150 District, as recorded in Instrument Number 19038654 of the said Plat Records, the Southwest corner of this tract, from whence, a ½ Inch Iron Rod with Yellow Plastic Cap stamped "Atwell LLC" found, bears North 74°16'39" West, 16.77 Feet;

Thence, departing the North Right-of-Way of the said 6 Creeks Boulevard, with the East line of the said Section 1, as follows:

- North 22°03'41" East, 284.10 Feet, to a ½ Inch Iron Rod with Yellow Plastic Cap stamped "Atwell LLC" found, for a corner of the said Section 1 and this tract;
- North 33°45'48" East, 268.75 Feet, to a ½ Inch Iron Rod with Yellow Plastic Cap stamped "Atwell LLC" found, for a corner of the said Section 1 and this tract;
- North 25°23'57" East, 387.83 Feet, to a ½ Inch Iron Rod with Orange Plastic Cap stamped "Urban Civil" set, for a corner of the said Section 1 and this tract;
- North 23°23'03" East, 281.83 Feet, to a ½ Inch Iron Rod with Orange Plastic Cap stamped "Urban Civil" set, for a corner of the said Section 1 and this tract;
- North 30°58'38" East, 141.69 Feet, to a ½ Inch Iron Rod with Yellow Plastic Cap stamped "Atwell LLC" found, for a corner of the said Section 1 and this tract;
- North 12°16'39" West, 396.18 Feet, to a ½ Inch Iron Rod with Yellow Plastic Cap stamped "Atwell LLC" found, for a corner of the said Section 1 and this tract;
- North 18°39'21" West, 347.57 Feet, to a ½ Inch Iron Rod with Yellow Plastic Cap stamped "Atwell LLC" found, for a corner of the said Section 1 and this tract;
- North 08°15'45" East, 576.97 Feet, to a ½ Inch Iron Rod with Yellow Plastic Cap stamped "Atwell LLC" found, for a corner of the said Section 1 and this tract;
- North 04°54'00" West, 133.38 Feet, to a ½ Inch Iron Rod with Yellow Plastic Cap stamped "Atwell LLC" found, on the South Right-of-Way of 6 Creeks Boulevard, *Not Constructed*,

as shown on the Plat of 6 Creeks Boulevard, Phase 4, as recorded in Instrument Number 19038651 of the said Plat Records, for the Northeast corner of the said Section 1, the Northwest corner of this tract, from whence, a ½ Inch Iron Rod with Yellow Plastic Cap stamped "Atwell LLC" found, bears South 74°01'33" West, 31.23 Feet;

Thence, with the South Right-of-Way of the said 6 Creeks Boulevard, as follows:

- North 74°01'33" East, 495.93 Feet, to a ½ Inch Iron Rod with Yellow Plastic Cap stamped "Atwell LLC" found, for a corner of this tract and the beginning of a curve to the Right, having a Radius of 960.00 Feet, a Central Angle of 29°53'35" an Arc Length of 500.86 Feet and a Chord which bears North 89°00'36" East, 495.20 Feet;
- With the Arc of the said Curve to the Right, 500.86 Feet, to a ½ Inch Iron Rod with Yellow Plastic Cap stamped "Atwell LLC" found, for a corner of this tract;
- South 76°07'08" East, 535.28 Feet, to a ½ Inch Iron Rod with Yellow Plastic Cap stamped "Atwell LLC" found, for a corner of this tract and the beginning of a curve to the Left, having a Radius of 715.00 Feet, a Central Angle of 01°35'01" an Arc Length of 19.76 Feet and a Chord which bears South 76°57'27" East, 19.76 Feet;
- With the Arc of the said Curve to the Left, 19.76 Feet, to a ½ Inch Iron Rod with Yellow Plastic Cap stamped "Atwell LLC" found, on the West line of a 608.70 Acre tract, described in a Deed from Blanco River Ranch Properties, LP, to HMBRR LP #2, as recorded in Instrument Number 17034180 of the said Official Public Records, for the Northeast corner of this tract;

Thence, departing the North Right-of-Way of the said 6 Creeks Boulevard, with the West line of the said 608.70 Acre tract, as follows:

- South 02°33'03" East, 57.90 Feet, to a ½ Inch Iron Rod with Orange Plastic Cap stamped "Urban Civil" set, for a corner of the said 608.70 Acre tract and this tract;
- South 08°23'35" West, 473.62 Feet, to a ½ Inch Iron Rod with Orange Plastic Cap stamped "Urban Civil" set, for a corner of the said 608.70 Acre tract and this tract;
- South 31°44'58" West, 255.86 Feet, to a ½ Inch Iron Rod with Orange Plastic Cap stamped "Urban Civil" set, for a corner of the said 608.70 Acre tract and this tract;
- South 13°08'25" East, 681.81 Feet, to a ½ Inch Iron Rod with Orange Plastic Cap stamped "Urban Civil" set, for a corner of the said 608.70 Acre tract and this tract;
- South 23°10'35" West, 321.69 Feet, to a ½ Inch Iron Rod with Orange Plastic Cap stamped "Urban Civil" set, for a corner of the said 608.70 Acre tract and this tract;
- South 04°51'56" East, 5.31 Feet, to a ½ Inch Iron Rod with Orange Plastic Cap stamped "Urban Civil" set, on the North Right-of-Way of 6 Creeks Boulevard, as shown on the said Plat of 6 Creeks Boulevard, Phase 2, for the Southeast corner of this tract and the beginning of a curve to the Left, having a Radius of 1240.00 Feet, a Central Angle of 52°50'36" an Arc Length of 1143.64 Feet and a Chord which bears South 59°19'09" West, 1103.53 Feet;

Thence, with the North Right-of-Way of the said 6 Creeks Boulevard, as follows:

- With the Arc of the said Curve to the **Left**, 1143.64 Feet, to a ½ Inch Iron Rod with Yellow Plastic Cap stamped "Atwell LLC" found, for a corner of this tract;
- South 32°55'25" West, 67.85 Feet, to a ½ Inch Iron Rod with Yellow Plastic Cap stamped "Atwell LLC" found, for a corner of this tract and the beginning of a curve to the Right, having a Radius of 760.00 Feet, a Central Angle of 72°10'01" an Arc Length of 957.26 Feet and a Chord which bears South 69°00'25" West, 895.22 Feet;
- With the Arc of the said Curve to the Right, 957.26 Feet, to the **Point of Beginning**, containing 74.615 Acres (3,250,216 Square Feet) of Land, more or less.

Bearings are based on GPS, NAD83, State Plane Coordinates, Texas South Central Zone 4204.

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Also reference accompanying Map of tract described herein.

Instrument 17034180

18.856 Acres
Tract Three

State of Texas
County of Hays

Fieldnotes, for 18.856 Acres, situated in the Caleb W. Baker Survey, Abstract Number 31, Hays County, Texas, being out of 1971.29 Acres, designated Tract I, in a Deed from the State of Texas to Blanco River Ranch Properties, LP, as recorded in Volume 5230, Page 583 of the Official Public Records of Hays County, Texas; said 18.856 Acres being more fully described by metes and bounds as follows;

Beginning, at a ½ Inch Iron Rod with Yellow Plastic Cap stamped "Atwell LLC" found, on the South Right-of-Way of 6 Creeks Boulevard, *Not Constructed*, as shown on the Plat of 6 Creeks Boulevard, Phase 2, as recorded in Instrument Number 19038648 of the Plat Records of Hays County Texas, for the Northeast corner of Section 2, Waterridge 150 District, as recorded in Instrument Number 19038655 of the said Plat Records, the Northwest corner of this tract, from whence, a ½ Inch Iron Rod with Yellow Plastic Cap stamped "Atwell LLC" found, bears North 73°41'02" West, 577.24 Feet;

Thence, with the South Right-of-Way of the said 6 Creeks Boulevard, as follows:

- South 73°41'02" East, 30.18 Feet, to a ½ Inch Iron Rod with Orange Plastic Cap stamped "Urban Civil" set, for a corner of this tract and the beginning of a curve to the Left, having a Radius of 840.00 Feet, a Central Angle of 73°25'25" an Arc Length of 1076.45 Feet and a Chord which bears North 69°38'34" East, 1004.29 Feet;
- With the Arc of the said Curve to the Left, 1076.45 Feet, to a ½ Inch Iron Rod with Yellow Plastic Cap stamped "Atwell LLC" found, for a corner of this tract;
- North 32°53'25" East, 67.91 Feet, to a ½ Inch Iron Rod with Yellow Plastic Cap stamped "Atwell LLC" found, for a corner of this tract and the beginning of a curve to the Right, having a Radius of 1160.00 Feet, a Central Angle of 52°53'07" an Arc Length of 1070.71 Feet and a Chord which bears North 59°20'24" East, 1033.10 Feet;
- With the Arc of the said Curve to the Right, 1070.71 Feet, to a ½ Inch Iron Rod with Orange Plastic Cap stamped "Urban Civil" set, on the West line of a 608.70 Acre tract, described in a Deed from Blanco River Ranch Properties, LP, to HMBRR LP #2, as recorded in Instrument Number 17034180 of the said Official Public Records, for the Northeast corner of this tract;

Thence, South 04°51'56" East, departing the South Right-of-Way of the said 6 Creeks Boulevard, with the West line of the said 608.70 acre tract, 39.86 Feet, to a ½ Inch Iron Rod found, for an Inner Ell corner of the said 608.70 Acre tract, the Southeast corner of this tract and the beginning of a curve to the Left, having a Radius of 1184.66 Feet, a Central Angle of 14°24'31" an Arc Length of 297.92 Feet and a Chord which bears South 77°55'39" West, 297.13 Feet;

Thence, with the Arc of the said Curve to the Left, a North line of the said 608.70 Acre tract, 297.92 Feet, to a ½ Inch Iron Rod with Orange Plastic Cap stamped "Urban Civil" set, for a corner of the said 608.70 Acre tract and this tract;

Thence, with a Northwest line of the said 608.70 Acre tract, as follows:

- South 44°16'19" West, 582.31 Feet, to a ½ Inch Iron Rod with Orange Plastic Cap stamped "Urban Civil" set, for a corner of the said 608.70 Acre tract and this tract;
- South 28°23'42" West, 708.39 Feet, to a ½ Inch Iron Rod with Orange Plastic Cap stamped "Urban Civil" set, for a corner of the said 608.70 Acre tract and this tract;
- South 46°10'14" West, 1179.44 Feet, to a ½ Inch Iron Rod with Orange Plastic Cap stamped "Urban Civil" set, for a corner of the said 608.70 Acre tract and this tract;
- South 26°31'56" West, 9.22 Feet, to a ½ Inch Iron Rod with Yellow Plastic Cap stamped "Atwell LLC" found, for a corner of the said Section 2, the Southwest corner of this tract;

Thence, with the East line of the said Section 2, as follows:

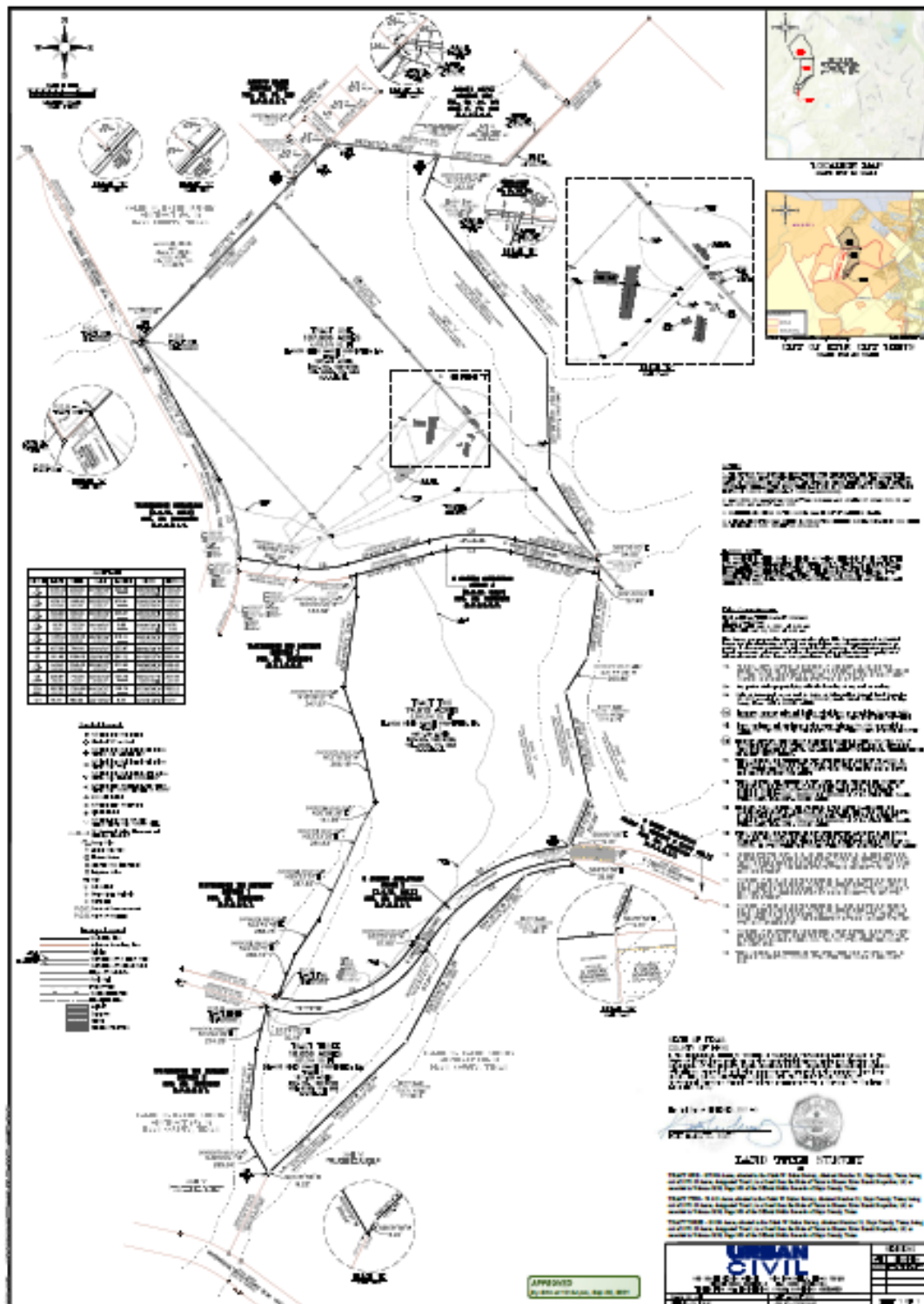
- North 30°04'07" West, 269.04 Feet, to a ½ Inch Iron Rod with Yellow Plastic Cap stamped "Atwell LLC" found, for a corner of the said Section 2 and this tract;
- North 06°03'19" East, 546.43 Feet, to a ½ Inch Iron Rod with Yellow Plastic Cap stamped "Atwell LLC" found, for a corner of the said Section 2 and this tract;
- North 14°02'36" East, 274.28 Feet, to the **Point of Beginning**, containing 18.856 Acres (821,354 Square Feet) of Land, more or less.

Bearings are based on GPS, NAD83, State Plane Coordinates, Texas South Central Zone 4204.

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Also reference accompanying Map of tract described herein.

Property Depiction





CITY OF KYLE, TEXAS

Beautification Projects

Meeting Date: 3/1/2022

Date time: 7:00 PM

Subject/Recommendation: Consider and possible action to authorize an amendment (Change Order) to the contract with BRIGHTVIEW LANDSCAPE SERVICES, INC., DBA WLE, to add four additional scopes of work in an amount not to exceed \$430,669.78 for providing landscape, tree planting, and irrigation services in the City's beautification corridors. ~
Jerry Hendrix, Assistant City Manager

Other Information: Staff is requesting City Council's consideration and authorization to approve a Change Order to add the following additional projects to the current contract and Purchase Order for BrightView Landscape Services, Inc., dba WLE:

1. Kyle Parkway - Irrigation Installation: \$175,590.91
2. FM 1626 - Median Trees & Irrigation Installation: \$67,976.20
3. Marketplace Avenue - Trees & Irrigation Installation: \$141,992.54
4. Burleson Street Roundabout - Trees, Plants, & Irrigation Installation: \$45,110.13
5. Total Change Order: \$430,669.78

Legal Notes:

Budget Information: Funding in the amount of \$430,669.78 is available in the approved CIP budget for Fiscal Year 2021-2022 as follows:

- 1110-63300-571460

ATTACHMENTS:

Description

No Attachments Available



CITY OF KYLE, TEXAS

104 S. Burleson design approval

Meeting Date: 3/1/2022

Date time: 7:00 PM

Subject/Recommendation: Consider and possible action to approve a proposal from BARNES GROMATZKY KOSAREK ARCHITECTS (BGK Architects) in an amount not to exceed \$603,000.00 for a 15,000 Square Foot Building for design services for the City's 104 S. Burleson capital improvement project. ~ *Todd Kaiser, BGK Architects*

Other Information:

Legal Notes:

Budget Information:

ATTACHMENTS:

Description

2021_07-30_City_of_Kyle_-_BGK_Proposal_104_S_Burleson

**CITY OF KYLE
104 S. BURLESON STREET
KYLE, TEXAS**

Proposal for Professional Services

Presented To

City of Kyle

BGK Architects
July 30, 2021

104 S. Burleson Street Mixed Use Building

PROJECT DESCRIPTION:

The Architecture & Engineering Team will provide Full Services including all phases from Schematic Design through Contract Administration Services, as described below, for the construction of a new Class A mixed use building 104 S. Burleson Street Kyle, Texas 78640. The project when completed, will consist of approximately the following based on information provided to BGK:

- Ground floor restaurant shell space
- Second level core shell office space
- Third level flex space
- Size of project to be determined (see “SCOPE OPTIONS” section of this proposal)

ASSUMPTIONS:

- Construction budget to be determined
- Construction Manager at Risk (CMAR) project delivery method
- Architectural Services to include all phases: Schematic Design, Design Development, Construction Documents, and Contract Administration.
- AE Team to include:
 - Basic Services Consultants: Structural Engineer, Mechanical, Electrical, Plumbing and Fire Protection Engineers, Landscape Architect
 - Specialty Consultants: Civil Engineer, Audio/Visual (AV) Consultant, Information Technology (IT) Consultant, Security Consultant, Envelope Consultant, Accessibility Consultant

DELIVERABLES:

- Meetings (to include City of Kyle Task Force and Contractor):
 - 1 kick-off / programming meeting
 - 1 concept design progress meeting
 - 1 concept design presentation
 - 1 design development progress meeting
- Deliverables:
 - Basic Services (Schematic Design, Design Development, Construction Documents, and Construction Administration Phases)
 - 1 animation fly-thru (Twinmotion)
 - 2 concept level renderings (one interior, one exterior) at end of schematic design phase
 - 2 concept level renderings (one interior, one exterior) at end design development phase
 - Design to incorporate Design Standards as defined by BGK with City of Kyle Task Force

SCHEDULE:

Design: 6-8 months

Construction: 14-16 months

SCOPE OPTIONS:

BGK is providing two fee options based on two different building designs.

Option 1 assumes the project size will approximately equal that of the current design by the previous architect (7,400 square feet). The construction cost of this option is assumed \$3,000,000.

Option 2 assumes the project will be similar in size and quality to the concept shared in BGK's interview: 15,000 square foot building, with project quality to meet the new City of Kyle design standards. The construction cost of this option is assumed \$5,000,000.

Both design fees are based on the approximate cost per square foot provided by Cadence McShane (the Contractor) to BGK Architects. Increases to the construction budget would require additional fees for the design team.

Both design fees include a "turnkey approach" to teaming. The fees provided include allowances for all specialty consultants we recommend. BGK will carry the contracts for the team, simplifying and expediting the process for the City of Kyle.

OPTION 1:**PROFESSIONAL SERVICES FEE FOR 7,500 SQUARE FOOT BUILDING:**

\$413,000

OPTION 2:**PROFESSIONAL SERVICES FEE FOR 15,000 SQUARE FOOT BUILDING:**

\$603,000



CITY OF KYLE, TEXAS

DA CSW KC II LLC Kyle Marketplace Subdivision/Development

Meeting Date: 3/1/2022

Date time: 7:00 PM

Subject/Recommendation: Consider and possible action on a Development Agreement by and between the City of Kyle, Texas and CSW KC II LLC, a Texas limited liability company, for the Kyle Marketplace Subdivision/Development. ~ *J. Scott Sellers, City Manager*

Other Information:

Legal Notes:

Budget Information:

ATTACHMENTS:

Description

- ☐ v.3.vs.v.5.Kyle.Crossing.DA.3.1.22
- ☐ Exhibits.2.23

**DEVELOPMENT AGREEMENT
ESTABLISHING DEVELOPMENT STANDARDS
FOR THE KYLE MARKETPLACE SUBDIVISION/DEVELOPMENT**

This Development Agreement Establishing Development Standards for the Kyle Marketplace Subdivision/Development (the "Agreement") is made and entered into, effective as of the ____ day of March 2022, by and between the **City of Kyle, Texas**, a Texas home rule municipal corporation (the "City"), and **CSW KC II LLC**, a Texas limited liability company or its assigns (the "Developer"). The City and the Developer are sometimes referred to herein as the "Parties." The Parties agree as follows.

Section 1. Purpose; Consideration.

- (a) Developer is the owner of that certain +/- 48 acre tract located in Hays County, Texas, being more particularly described in **Exhibits A-1, A-2, A-3, and F** attached hereto and incorporated herein for all purposes (the "Property"). Developer wishes to develop (or cause to be developed by future owners) a portion of the Property for (i) mixed uses in the areas depicted on **Exhibit B-1** attached hereto as "the South Tract" and (ii) mixed uses in area depicted on **Exhibit B-2** attached hereto as the "North MXD Tract", and (iii) commercial uses in the area depicted on **Exhibit B-3** attached hereto as the "North Commercial Tract" (collectively, North MXD Tract and the North Commercial Tract the "North Tract" and the North Tract and the South tract collectively the "Development"). The Developer desires that the City be able to enforce the development standards related to building materials set forth in Section 3 below (the "Development Standards") through its building permit, inspection, and certificate of occupancy processes by this agreement, given that House Bill 2439 adopted in the 86th Legislative Session limits the ability of cities to enforce certain development standards governing building materials by ordinance. The Parties further desire to establish additional requirements for development of the Property as provided herein.
- (b) The Developer and its Designated Successors and Assigns (as defined below) will benefit from the City enforcing the Development Standards addressing building materials as set forth herein because it will be more efficient and cost-effective for compliance to be monitored and enforced through the City's building permit and inspection processes and will help ensure that the Development is built out as planned by the Developer after conveyance to the builder of buildings and structures authorized within the Development by the applicable zoning regulations and this Agreement. The City will benefit from this Agreement by having assurance regarding certain development standards for the Development set forth in this Agreement, having certainty that such Development Standards may be enforced by the City, and preservation of property values within the City.
- (c) The benefits to the Parties set forth in this Section 1, plus the mutual promises expressed herein, are good and valuable consideration for this Agreement, the sufficiency of which is hereby acknowledged by both Parties.

- (d) The Parties have entered into The Chapter 380 Grant Agreement for the Kyle Marketplace Project dated effective December 16, 2021 pursuant to Texas Local Government Code Chapter 380, as it may be amended from time to time (a “380 Agreement”), which provides for certain incentives the City will provide to the Development in return for additional enhancements to the Development.
- (e) It is possible that the Developer will enter into an agreement pursuant to Texas Local Government Code Chapter 381 (a “381 Agreement”) with Hays County, Texas (the “County”), which could provide certain incentives that the County will provide to the Development in return for additional enhancements to the Development.
- (f) Contemporously herewith the South Tract and the North MXD Tract were rezoned to the MXD zoning district by Ordinance No. [REDACTED] (the “Zoning Application”). The Parties acknowledge and agree that construction of the Property in accordance with Exhibit D is material consideration for the 380 Agreement.
- (g) The City has come up with a vision and set of design standards for a minimum twelve foot (12’) wide trail and pedestrian access system known as the “The Vybe”. It is intended that both the City and the Developer will construct portions of the Vybe as further described in this Agreement. Developer’s Agreement to construct portions of the Vybe is material consideration for the City’s entering into this Agreement.
- (h) The City and DDRDB Kyle, L.P. entered into that certain Economic Development Agreement dated September 26, 2008 (the “Prior Agreement”), which affected all or portions of the Property. The Parties hereby agree that the development standards attached as Exhibit B to the prior agreement will not apply to any portions of the Property, as the development regulations and standards contained in this Agreement will now apply to the Property. The foregoing shall not affect the remainder of the Prior Agreement as it relates to economic incentive payments to DDR.

Section 2. Term; Termination.

- (a) The terms of this Agreement shall be in full force and effect from the Effective Date hereof, subject to earlier termination as provided in this Agreement, and shall expire forty-five (45) years after the Effective Date, unless earlier terminated.

Section 3. Development Standards.

(a) Development Requirements.

- (i) Developer agrees that it will design and develop (or cause to be designed and developed) the South Tract in accordance with **Exhibit D** attached hereto and

incorporated herein for all purposes.

- (ii) The North Tract located on Kyle Marketplace will be designed and constructed in accordance with **Exhibit D**, and shall include a courtyard design and other enhancements to maximize outdoor seating, lounging and use of space. The courtyard, generally in the location shown in in **Exhibit B-3**, and as generally depicted on **Exhibit G** (the “North Tract Courtyard”), shall be a minimum of 0.3 acres in size, and shall be designed with a water feature or other similar centerpiece approved by the City and vegetative buffer approved by the City along the western boundary of the North Tract Courtyard in substantial compliance with this Agreement. The Developer shall obtain City approval of the plans for the North Tract Courtyard prior to commencing construction of that portion of the improvements covered by a given set of plans for the North Tract, which approval shall not be unreasonably delayed, conditioned, or withheld. The North Tract shall include a minimum of three (3) charging ports for electric vehicles. Completion of the North Tract Courtyard shall be a condition of the City’s issuance of the final Certificate of Occupancy for the first retail building on the North Commercial Tract. The North Tract Courtyard will be owned and maintained initially by the Developer and ultimately by a property owner’s association or other qualified party designated by Developer. Maintenance of the North Tract Courtyard and all public and common areas shall be to a standard consistent with first-class standards found in other commercial Class A, Mixed Use developments in the region. The City may review these maintenance standards and request reasonable adjustments to them from time to time during the term of this Agreement.. Approval by Developer of such requests shall not be unreasonably withheld, conditioned or delayed. Use of the North Tract Courtyard shall always be limited to recreational amenities and open space.

(b) **Use Restrictions.** The following uses are prohibited on any lots within the Development.

- (i) Gas Station
- (ii) Convenience Store
- (iii) Veterinary Hospital
- (iv) Freestanding Medical or Dental Office
- (v) Daycare facility
- (vi) “Second Hand” store or/ “Surplus” Store, however, this provision shall not apply to a Nike Factory Outlet, Last Call, Nordstrom Rack, or a like user
- (vii) Liquor store containing less than 5,000 square feet and having less than 50 locations in the United States
- (viii) Automotive service/repair facility (provided that such restriction shall not apply to automotive service/repair facilities located on the proposed Lot 3A or Lot 4A of the Development on **Exhibit B-3**)
- (ix) Freestanding Financial Institutions
- (x) Freestanding Mattress store
- (xi) Nail Salons larger than 3,000 sq ft.

(c) [INTENTIONALLY OMITTED]

(d) **Traffic.** Developer shall not be required to provide traffic studies for the development of the Property.

(e) **Building Permits.** The Developer acknowledges and agrees that compliance with Section 3 will be a condition of issuance of building permits and certificates of occupancy for the applicable portion of the South Tract or the North Tract. Developer further agrees that the City may use its building permitting, inspection, and enforcement processes and procedures to enforce the requirements of Section 3 governing building materials with respect to each Development, including but not limited to rejection of applications and plans, stop work orders, and disapproval of inspections for applications and/or work that does not comply with this Agreement. Applications and plans for a building permit must demonstrate compliance with this Agreement in order for a building permit to be issued. Applications for building permits must comply with this Agreement, as well as the Applicable Regulations, in order for such application to be approved and a building permit issued. Plans demonstrating compliance with this Agreement must accompany a building permit application and will become a part of the approved permit. Any structure constructed on the Property must comply with this Agreement and the Applicable Regulations for a certificate of occupancy to be issued for such structure.

(f) **Flag Lots.** Lots within the North Tract with reduced right-of-way (traditionally referred to as “flag lots”) will be allowed to provide physical, fee-simple connection to a public right-of-way. The minimum lot width at the right-of-way shall be a minimum of (twenty) 20 feet. The shape of the flag may vary and may meander for lots stacked behind other lots. As commercial lots, the access will be shared and governed through conditions, covenants, and restrictions in place for the overall Development including cost-sharing and maintenance obligations. Developer shall provide to the City for its review copies of any conditions, covenants and restrictions for its review before recording them in the Hays County records. In order for flag lots to be approved, the Developer must demonstrate that all lots have adequate access and satisfy any requirements of the City to ensure that such access is provided so that this provision will not place any undue burden on the lot owners. The City hereby acknowledges that access may be provided by easements (*i.e.*, not just on land dedicated in fee).

(g) **Stormwater.** Stormwater drainage infrastructure and detention facilities for the Property have been designed and constructed for up to eighty-five percent (85%) impervious cover for the entire Property. The North Commercial Tract may be permitted, constructed, and occupied prior to pond analysis for Atlas 14 since the overall build-out will be a small portion of the contributing area to the ponds. This includes the following proposed lots: 3A-12A (per Exhibit B-3) and any Vybe trails. Prior to the North Tract MXD and South Tract development, but no later than December 31, 2023, a detention pond and conveyance analysis using the City’s Atlas 14 standards will be provided to the City Engineer. The Developer shall construct such additional stormwater drainage and detention facilities as required to comply with the Atlas 14 standards and the analysis accepted by the City

Engineer.

- (h) **Donation Parcel.** The Developer shall convey approximately 3.6 acres of land in fee simple, described in **Exhibit F**, at no cost to the City, to the City, free of any liens or encumbrances, prior to the issuance of a certificate of occupancy on any building on the North Tract (the “Donation Parcel”). Further, conveyance of the Donation Parcel shall occur on or before expiration of the Performance Deadline (as defined in the 380 Agreement). Prior to conveying the Donation Parcel to the City, Developer shall construct that portion of the Vybe contained within the Donation Parcel, generally in the location. The design of the Vybe shall be approved administratively by the City and be generally in accordance with **Exhibit I** attached hereto and shall be in accordance with the construction plans approved administratively by the City.
- (i) **Pedestrian Tunnel /Use of Developer Contribution**
 - a. *Developer Contribution.* The Developer shall pay for three million dollars (\$3,000,000) of improvements on the Property in accordance with this Section (the “Developer Contribution”). The Parties intend that the Developer Contribution shall be used to pay for a pedestrian tunnel that connects the cul-de-sac at Cromwell Drive to the Development, as generally shown in **Exhibit E-1** (“the Pedestrian Tunnel”), unless the City gives the Developer notice that construction of the Pedestrian Tunnel is not feasible. If the City gives the Developer notice that the Pedestrian Tunnel is not feasible, the Development Contribution shall be spent on improvements that benefit the Project as determined by the City, with the agreement of the Developer, (the “Alternative Improvements”) which agreement will not be unreasonably withheld, conditioned, or delayed; provided that the Developer agrees that the Developer Contribution may be spent on the Hawk Signal described herein. The Developer Contribution must begin to be spent on actual design and/or construction costs within five (5) years of the Effective Date and fully spent within six (6) years of the Effective Date.
 - b. *Pedestrian Tunnel.* The Parties intend that the City will obtain any permits and approvals required by a governmental authority, approvals required from the Union Pacific Railroad (the “UPR Approvals”), and any off-site easements required for Pedestrian Tunnel, and that the Parties will address which Party is responsible for the design and construction of the Pedestrian Tunnel in the Tunnel Construction Agreement, described below. The City shall own, operate, and maintain the Pedestrian Tunnel, the Hawk Signal, and any other Alternative Improvements (unless City ordinances or policies require otherwise) after its completion. The City shall further design and construct any offsite trail or paths generally in the locations depicted on **Exhibit E-1** necessary to connect the Pedestrian Tunnel to the Project. Within thirty (30) days after the City determines that the construction of the Pedestrian Tunnel is feasible (which will consist of the City determining that Union Pacific Railroad and any other required governmental authority) will permit the Pedestrian

Tunnel project, the City identifying funding for any required City Contribution, and any other factors determined appropriate by the City), then the City shall give written notice to Developer that construction of the Pedestrian Tunnel is feasible (the “Tunnel Notice”).

- c. *Easements.* The City shall determine during the permitting and/or design phase of the Pedestrian Tunnel project the exact location of the Pedestrian Tunnel, generally in accordance with the depiction on **Exhibit E-1**, subject to the Developer’s consent to the actual location (such consent not to be unreasonably withheld, conditioned, or delayed) and notify the Developer of the location. Developer shall grant to the City an easement for the portion of the Pedestrian Tunnel located on the Property upon the earlier to occur of (i) prior to the commencement of construction of the Pedestrian Tunnel; or (ii) no later than sixty (60) days following written notice from the City requesting conveyance of the easement. The off-site easements, or a suitable right-of-entry, shall be acquired prior to commencement of construction of the Pedestrian Tunnel.
- d. *Tunnel Construction Agreement.* If the City delivers a Tunnel Notice, the Developer and City shall enter into an agreement (the “Tunnel Construction Agreement”) within ninety (90) days of the Tunnel Notice in a form acceptable to the Parties, which addresses the following: (i) release of the Developer Contribution and the City Contribution (if any is required) on a pro-rata basis based upon the percentage of completion of the Pedestrian Tunnel; (ii) the timing of delivery of the Developer Contribution and the City Contribution; (iii) posting of payment and performance bonds; (iv) minimum insurance requirements; (v) compliance with applicable procurement laws; (vi) any required design or construction contract terms; (vii) each Party’s responsibility to design and construct the Pedestrian Tunnel, including timing of commencement and completion of construction; (viii) compliance with any UPR Approvals; and (ix) any other terms determined appropriate by the Parties. The City’s Contribution (if any) shall equal the difference between: (x) the actual cost to design and construct the Pedestrian Tunnel and/or the Alternative Improvements; and (y) the Developer Contribution. Notwithstanding the foregoing, in the event that preliminary or final design of the Pedestrian Tunnel is needed for the UPR Approvals, or other approvals (the “Design Costs”), the Developer agrees that the Developer Contribution shall be used to pay for the Design Costs and shall provide such funds within thirty (30) days of request by the City.
- e. *Limitations.* At no time will the Developer be obligated to pay more than \$3,000,000.00 for design and construction of the Pedestrian Tunnel and/or the Alternative Improvements. Any costs in excess of the Developer Contribution shall be the responsibility of the City. The City’s obligations to design and build the Pedestrian Tunnel are subject to the availability of funds and the appropriation of such funds for that purpose in the City budget, and the City in its sole discretion, may decide that the Pedestrian Tunnel will not be designed and/or built, and in such event, the Developer’s Contribution shall be spent on the Alternative Improvements.

- f. *Use of Developer Contribution for the Alternative Improvements.* In the event the City determines that the Pedestrian Tunnel is not feasible, the City shall give the Developer written notice of such determination, and within ninety (90) days of such determination, and the City and the Developer shall enter into a agreement Alternative Improvments similar to the agreement described in subsection (d) above (the “Alternative Improvments Agreement”). In addition, in the event the Pedestrian Tunnel is constructed and if any portion of the Developer Contribution is not necessary to build the Pedestrian Tunnel, such remaining portion of the Developer Contribution may be used to construct a Hawk Signal on Marketplace Avenue and/or the City Vybe or Alternative Improvements.
- g. *Good Faither Cooperation.* The Parties shall cooperate in good faith to accomplish the requirements of this subsection (i) governing the Pedestrian Tunnel/Use of Developer Contribution and Alternative Improvements.
- (j) *Developer Vybe.* The Developer shall construct and obtain City acceptance of the Vybe on portions of the Project in the location generally depicted on **Exhibits E-2, E-3 and F**, with the final location being established in the plans administratively approved by the City. The phrase “and obtain City acceptance” herein shall refer to compliance with the standard City ordinances, practices, and procedures for acceptance of subdivision infrastructure. The Developer shall construct the Vybe generally in accordance with **Exhibit I** and the construction plans administratively approved by the City. Portions of the Vybe that abut Markeplace Drive shall not be used to provide pedestrian access to the adjacent buildings, and a separate walkway shall be provided to provide access to such buildings. The Developer shall obtain administrative approval from the City of the design and materials for the Vybe before commencing construction. The Developer shall construct different portions of the Vybe as described below:
 - a) The Developer shall construct and obtain City acceptance of those portions of the Vybe on the South Tract in the locations depicted on **Exhibit E-2**, which is adjacent to Marketplace Avenue extending from Physicians Way to City Lights Drive, on or before the earlier of:
 - i) The final certificate of occupancy for the mixed-use buildings adjacent to Marketplace Avenue on the South Tract, or
 - ii) Forty-Eight (48) months after the Effective Date hereof.
 - b) The Developer shall construct and obtain City acceptance of those portions of the Vybe on the North MXD Tract in the locations generally depicted on depicted on **Exhibit E-3** attached hereto, which is along the entire length of the eastern boundary of the North MXD Tract abutting Marketplace Drive (the “Eastern Vybe Segment”), and then extending west along the entire northern

boundary of the North MXD Tract connecting to the Offsite Trail and Pedestrian Tunnel (the “Northern Vybe Segment”), on or before the earlier of:

- i) With respect to the Eastern Vybe Segment:
 - a. The final certificates of occupancy for easternmost buildings facing Marketplace Drive located on the North MXD Tract are issued; or
 - b. Forty-eight (48) months after the Effective Date hereof.
- ii) With respect to the Northern Vybe Segment:
 - a. The final certificates of occupancy for two northernmost buildings, which face the Courtyard, located on the North MXD Tract are issued; or
 - b. Forty-eight (48) months after the Effective Date hereof.

- c) The Developer shall construct and obtain City acceptance of that portion of the Vybe on the North Commercial Tract as depicted on **Exhibit E-3**, which is along the entire length of the eastern boundary of the North Commercial Tract abutting Marketplace Drive, on or before twenty-four (24) months after the Effective Date.
- d) The Developer shall construct and obtain City acceptance of a raised speed table between the Vybe and the park and between Lot 6A and the Vybe trail on the North MXD Tract in the location generally shown on **Exhibit E-5** on or before forty-eight (48) months after the Effective Date hereof.

- (k) *City Vybe/Hawk Signal.* The City shall construct those portions of the Vybe (including the Hawk Signal) generally in the locations depicted on **Exhibit E-4** attached hereto. The City may use portions of the Developer Contribution to construct its portion of the Vybe in accordance with the terms of Subpart B above regarding the Developer’s Contribution and the City may require the Developer to design and construct the Hawk Signal in a location designated by the City on land owned or controlled by the City or the Developer and agreed to by the Developer, which agreement shall not be unreasonably withheld, conditioned, or delayed.

Section 4. Development of the Property.

- (a) Except as modified by this Agreement, the Development and the Property will be developed in accordance with all applicable local, state, and federal regulations, including but not limited to the City’s ordinances and the zoning regulations applicable to the Property in effect on the date hereof, subject to those exceptions contained in Chapter 245, Texas Local Government Code, City-approved construction plans, as applicable, and good engineering practices; provided that the Development will be subject to the building codes in effect at the time an application for a building permit is submitted to the City (the “Applicable Regulations”). If there is a conflict between the Agreement and the Applicable Regulations, the Agreement

shall control. If there is a conflict between the Applicable Regulations and the Development Standards, the Development Standards shall control.

- (b) Notwithstanding anything to the contrary, the City agrees that applications for plats, site plans, zoning approvals, building permit, and subdivision infrastructure plans may be processed concurrently, as long as the plats are being reviewed under the Alternative Review Procedure described in Section 41-47B, City of Kyle Code of Ordinances, as amended (the “Alternative Review Procedure”). Developer hereby opts to proceed under the Alternative Review Procedure for all permitting which allows for concurrent review of all plans and platting and commencement of construction prior to final permit. Developer understands all work is at risk prior to receipt of final permit.

Section 5. Assignment of Commitments and Obligations; Covenant Running with the Land.

- (a) Developer’s rights and obligations under this Agreement may be assigned by Developer from time to time, to one (1) or more purchasers of all or a portion of the Property; provided (i) the assignment must be in writing; (ii) the assignment must provide that the assignee assumes such assigned rights and obligations without modification or amendment; (iii) the assignment must be executed by Developer and the assignee; (iv) Developer must provide a copy of the fully executed assignment to the City within five (5) business days after the effective date of the assignment and (v) the assignee has the capacity, sophistication, and ability to assume the rights and obligations described herein without modification or amendment. Upon such assignment with respect to all or a portion of the Property, Developer shall be fully released from any and all obligations under this Agreement and shall have no further liability with respect to this Agreement relating to the portion of the Property conveyed to the assignee to which this Agreement is so assigned. A default by any subsequent partial assignee shall not constitute a default by Developer under this Agreement.
- (b) This Agreement shall constitute a covenant that runs with the Property and is binding on future owners of the Property, and a copy of this Agreement shall be recorded in the Official Public Records of Hays County, Texas. The Developer and the City acknowledge and agree that this Agreement is binding upon the City and the Developer and their respective successors, executors, heirs, and assigns, as applicable, for the term of this Agreement.
- (c) Any sale of a portion of the Property or assignment of any right hereunder shall not be deemed an assignment under this Section 5 unless the conveyance or transfer instrument effecting such sale or assignment expressly states that the sale or assignment is an assignment pursuant to this Section 5. In addition, it is expressly acknowledged that no future Owner of any portion of the Property shall have any rights or obligations with respect to the Developer Contribution, unless specifically set forth in an assignment or conveyance document.
- (d) Developer intends to assign this Agreement to CSW KC II, L.P. It is hereby acknowledged that CSW KC II, L.P. is an affiliate of Developer and a permitted assignee if the property is conveyed to it, the assignment instrument obligates CSW KC II, LP to comply with the terms and conditions of this Agreement, including the obligations regarding the Developer Contribution, and the Developer or CSW KC II, L.P. provide the City with a copy of such

assignment instrument.

Section 6. Default.

(a) Notwithstanding anything herein to the contrary, no party to this Agreement shall be deemed to be in default hereunder until the passage of thirty (30) business days after receipt by such party of written notice of default from the other party delivered in accordance with the requirements of this Agreement. Upon the passage of thirty (30) business days without cure of the default, such party shall be deemed to have defaulted for purposes of this Agreement; provided that if the nature of the default is that it cannot reasonably be cured within the thirty (30) business day period, the defaulting party shall have a longer period of time as may be reasonably necessary to cure the default in question; but in no event more than ninety (90) days. In the event of default, the non-defaulting party to this Agreement may pursue the remedy of specific performance or other equitable legal remedy not inconsistent with this Agreement. All remedies will be cumulative and the pursuit of one authorized remedy will not constitute an election of remedies or a waiver of the right to pursue any other authorized remedy. In addition to the other remedies set forth herein, the City may withhold approval of a subdivision application, site development application, building permit application, or a certificate of occupancy for a structure that does not comply with the Development Standards for such Development, which approval shall be granted upon subsequent compliance with the Development Standards for such Development.

(b) The City acknowledges and understands that the South Tract, the North MXD Tract and North Commercial Tract may be owned by one or more different parties and the City will enforce any breach of the Development Standards only against the party that breached such Development Standard. Thus, if an owner has breached the Development Standards applicable to the South Tract, the City will only seek to enforce its remedies under this Agreement against the owner of the South Tract and not against the owner of the North Tracts. Likewise, if an owner has breached the Development Standards applicable to the North MXD Tract, the City will only seek to enforce its remedies under this Agreement against the owner of the North MXD Tract and not against the owner of the South Tract. Likewise, if an owner has breached the Development Standards applicable to the North Commercial Tract, the City will only seek to enforce its remedies under this Agreement against the owner of the North Commercial Tract and not against the owner of the South Tract.

Section 7. Reservation of Rights. To the extent not inconsistent with this Agreement, each party reserves all rights, privileges, and immunities under applicable laws, and neither party waives any legal right or defense available under law or in equity.

Section 8. Attorney's Fees. In the event of action pursued in court to enforce rights under this Agreement, the prevailing party shall be entitled to its costs and expenses, including reasonable attorneys' fees, incurred in connection with such action.

Section 9. Waiver. Any failure by a party to insist upon strict performance by the other party of any provision of this Agreement will not, regardless of length of time during which that failure continues, be deemed a waiver of that party's right to insist upon strict compliance with all terms of this Agreement. In order to be effective as to a party, any waiver of default under this Agreement

must be in writing, and a written waiver will only be effective as to the specific default and as to the specific period of time set forth in the written waiver. A written waiver will not constitute a waiver of any subsequent default, or of the right to require performance of the same or any other provision of this Agreement in the future.

Section 10. Force Majeure Event.

- (a) The term "Force Majeure Event" as employed herein shall mean and refer to acts of God; strikes, lockouts, or other industrial disturbances; acts of public enemies, orders of any kind of the government of the United States, the State of Texas or any civil or military authority; insurrections; riots; epidemic; pandemic; landslides; lightning, earthquakes; fires, hurricanes; storms, floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions; breakage or accidents to machinery, pipelines, or canals; or other causes not reasonably within the control of the party claiming such inability.
- (b) If, by reason of a Force Majeure Event, any party hereto shall be rendered wholly or partially unable to carry out its obligations under this Agreement, then such party shall give written notice of the full particulars of such Force Majeure Event to the other party within ten (10) business days after the occurrence thereof. The obligations of the party giving such notice, to the extent effected by the Force Majeure Event, shall be suspended during the continuance of the inability claimed, except as hereinafter provided, but for no longer period, and the party shall endeavor to remove or overcome such inability with all reasonable dispatch.
- (c) It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any force majeure shall be remedied with all reasonable dispatch shall not require that the settlement be unfavorable in the judgment of the party having the difficulty.

Section 11. Notices. Any notice to be given hereunder by any party to another party shall be in writing and may be effected by personal delivery or by sending said notices by registered or certified mail, return receipt requested, to the address set forth below. Notice shall be deemed given when deposited with the United States Postal Service with sufficient postage affixed.

Any notice mailed to the City shall be addressed:

City of Kyle
Attn: City Manager
J. Scott Sellers
100 W Center St
Kyle, Texas 78640

Any notice mailed to the Developer shall be addressed:

CSW KC II, LLC
1703 W. 5th Street, Suite 850
Austin, Texas 78703
Attn: Robert O'Farrell; Kevin Hunter

Any party may change the address for notice to it by giving notice of such change in accordance with the provisions of this section.

Owner will provide the City with the contact information of any property owner's association created for the Property.

Section 12. Waiver of Alternative Benefits. The Parties acknowledge the mutual promises and obligations of the Parties expressed herein are good, valuable and sufficient consideration for this Agreement. Therefore, save and except the right to enforce the obligations of the City to perform each and all of the City's duties and obligations under this Agreement, Developer hereby waives any and all claims or causes of action against the City that Developer may have for or with respect to any duty or obligation undertaken by Developer pursuant to this Agreement, including any benefits that may have been otherwise available to Developer but for this Agreement.

Section 13. Severability. Should any court declare or determine that any provisions of this Agreement is invalid or unenforceable under present or future laws, that provision shall be fully severable; this Agreement shall be construed and enforced as if the illegal, invalid, or unenforceable provision had never comprised a part of this Agreement and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance from this Agreement. Furthermore, in place of each such illegal, invalid, or unenforceable provision, there shall be added automatically as a part of this Agreement a provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable. Texas law shall govern the validity and interpretation of this Agreement.

Section 14. Agreement and Amendment. This Agreement, together with any exhibits attached hereto, constitutes the entire agreement between Parties and may not be amended except by a writing approved by the City Council of the City that is signed by all Parties (including any Designated Successors and Assigns) and dated subsequent to the date hereof, provided that an amendment to this Agreement related solely to the Development Standards may be amended between the Parties to whom the amendment is applicable (e.g., an amendment solely applicable to the Development Standards for the South Tract shall not require the approval of any Party who is not an owner of the South Tract).

Section 15. No Joint Venture. The terms of this Agreement are not intended to and shall not be deemed to create any partnership or joint venture among the Parties. The City, its past, present and future officers, elected officials, employees and agents, do not assume any responsibilities or liabilities to any third party in connection with the development of the Property. The City enters into this Agreement in the exercise of its public duties and authority to provide for development

of property within the City pursuant to its police powers and for the benefit and protection of the public health, safety, and welfare.

Section 16. No Third Party Beneficiaries. This Agreement is not intended, nor will it be construed, to create any third-party beneficiary rights in any person or entity who is not a party, unless expressly provided otherwise herein, or in a written instrument executed by both the City and the third party. Absent a written agreement between the City and third party providing otherwise, if a default occurs with respect to an obligation of the City under this Agreement, any notice of default or action seeking a remedy for such default must be made by the Developer.

Section 17. Effective Date. The Effective Date of this Agreement is the defined date set forth in the first paragraph.

Section 18. Texas Law Governs. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hays County, Texas. Venue shall lie exclusively in Hays County, Texas.

Section 19. Statutory Verifications.

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

that controls, is controlled by, or is under common control with the Developer and exists to make a profit.

- (c) 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 Developer 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 Developer understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the Developer and exists to make a profit.

Section 20. Iran, Sudan and Foreign Terrorist Organizations. To the extent this Agreement constitute a governmental contract within the meaning of Section 2252.151 of the Texas Government Code, as amended, solely for purposes of compliance with Chapter 2252 of the Texas Government Code, and except to the extent otherwise required by applicable federal law, Developer represents that Developer nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Developer is a company listed by the Texas Comptroller of Public Accounts under Sections 2270.0201, or 2252.153 of the Texas Government Code.

Section 21. Time is of the Essence. It is acknowledged and agreed by the Parties that time is of the essence in the performance of this Agreement.

Section 22. Exhibits. The following exhibits are attached to this Agreement, and made a part hereof for all purposes:

Exhibit A-1 – South Tract
Exhibit A-2 – North MXD Tract
Exhibit A-3 – North Commercial Tract
Exhibit B-1 – South Tract Concept Plan
Exhibit B -2 – North MXD Tract Concept Plan
Exhibit B-3 – North Commercial Tract Concept Plan
Exhibit C – [Intentionally Deleted]
Exhibit D – Development Standards
Exhibit E-1 -- Pedestrian Tunnel
Exhibit E-2 – Developer Vybe South Tract
Exhibit E-3 – Developer Vybe North Tract
Exhibit E-4 – City Vybe / Hawk Signal
Exhibit E-5 – Raised Speed Table
Exhibit F – Donation Parcel

Exhibit G – North Tract Courtyard
Exhibit H – Multi-Family Building Depictions
Exhibit I – Vybe Construction Standards

[Signature Pages Follow]

EXECUTED in multiple originals this the ____ day of _____, 2022.

CITY:

City of Kyle, Texas

a Texas home-rule municipal corporation

Attest:

By: _____

Name: _____

Title: City Secretary

By: _____

Name: _____

Title: Mayor

THE STATE OF TEXAS §

COUNTY OF _____ §

This instrument was acknowledged before me on this ____ day of _____, 2022, by _____, Mayor of the City of Kyle, Texas, a Texas home-rule municipal corporation, on behalf of said corporation.

(SEAL)

Notary Public, State of Texas

DEVELOPER:

CSW KC II, LLC
a Texas limited liability company

By: _____
Name:
Title:

THE STATE OF TEXAS §
COUNTY OF _____ §

This instrument was acknowledged before me on this ____ day of _____, 2022, by _____, _____ of CSW KC II, LLC, a Texas limited liability company, on behalf of said entity.

(SEAL)

Notary Public, State of Texas

Exhibit D – DESIGN STANDARDS

Development Standards

I. DEVELOPMENT VISION

The South Tract is comprised of a large city block, approximately 19.5 acres in size. It currently sits along Marketplace Avenue and is part of the corridor plan connecting downtown Kyle, and the new urban centers to the north. The North Tract, approximately 25.1 acres, is comprised of a large city block and currently is located at the intersection of Kyle Parkway and Marketplace Avenue.

Vision

Developer shall develop an urban, mixed use style project for the South Tract, an urban mixed used style project for the North MXD Tract (above 25 units per acre), and a commercial/retail project for the North Commercial Tract. The South Tract and North MXD Tract will project an urban style that provides significant street front presence, and will provide a more urban feel for pedestrians. The South Tract and North MXD Tract will be distinguished by the following:

- Urban Architecture - characterized by a comprehensive concept that reflects urban architectural styles that are planned to integrate into a pedestrian friendly street front development.
- Create architectural massing along key street fronts.
- Site Plan will promote buildings and living units being pushed to the street front for the South Tract.
- Develop key pedestrian corridors along designated street fronts.
- Create parallel parking along key streets surrounding the area on the South Tract.
- Ground floor retail on the South Tract fronting Marketplace Avenue and Kyle Center Drive, and space suitable for conversation to retail on the remaining frontage.
- Ground floor retail on the North MXD Tract fronting Marketplace Avenue and the Shared Use Path

Exhibits B-1, B-2 and B-3 are general layouts of what is intended to be constructed on the Project. They are not a final site plans. The Final site plans shall be generally in accordance with **Exhibits B-1, B-2 and B-3**; however building sites, shapes and locations may be adjusted; provided that material adjustments must be approved administratively by the City. (*See Exhibit B-1, B-2 and B-3*). The preliminary site plan must be in substantial compliance with the applicable exhibits.

Urban development and streetscape are to be provided along 4 sides of the property for the South Tract – Marketplace Avenue, Physicians Way, City Lights Drive and Kyle Center Drive.

II. GENERAL DEVELOPMENT STANDARDS

1. Applicability – The standards of this Article II shall apply to the entire Development.
2. Developer agrees to develop the Development in accordance with this Agreement, the Applicable Regulations, and applicable state and federal regulations. Applications for development of the Property shall demonstrate compliance with this Agreement as a condition of approval of such applications.
3. The Developer maintains the right to phase the Development under the criteria agreed to in this Agreement.
4. Replatting The Developer reserves the right to replat the property as per the Developer's discretion and subject to the Applicable Regulations. All perimeter property lines and easements shall be respected, including setbacks and easements, unless otherwise outlined in this Agreement.

5. Certificate of Occupancy

The Developer will request building inspections and certificates of occupancy (including temporary certificates of occupancy) from the City as buildings achieve substantial completion (in lieu of the entire Development being completed).

In addition, for larger buildings, provided that the building has interior fire walls that comply with all fire and safety guidelines and all required components have been installed and are operational, a temporary certificate of occupancy may be issued for a portion of such building that is substantially complete in accordance with the Applicable Regulations and this Agreement. For purposes of this Section 5.d., substantial completion shall occur when the Developer's architect has issued an AIA G704 certificate for such building.

6. Municipal Utility and Access Easements – The Developer will require the areas designated as municipal utility and access easements, to include property security fencing, sidewalks, signage, lighting, landscaping and site furnishings when appropriate. All design consultants shall coordinate, with utility companies or the city, any constraints regarding said improvements.
7. Security Fencing – Security / Privacy fencing shall be allowed in the setbacks. Developer reserves the right to provide direct access (from the street) to the property, however, Developer may also provide limited access into the property.
8. Buffers – Meter screens shall be buffered from street view with full size panel construction that blends with the architectural design of the buildings.
9. Fencing / Barriers – All fencing at the perimeter, and interior of the project shall be steel tubing (wrought iron) or wire mesh with steel perimeter frame. There may be some areas where contemporary decorative wood slat fencing will be utilized, but this will be minimal.
10. Trash / Dumpster Screens – All dumpster or compactors shall be screened with masonry walls and screened with an opaque metal frame gate system.
11. Public Art – Public art pieces, preferably from local artists, will be included in the Development as appropriate in the discretion of the Developer, with the involvement and reasonable approval of the City.
12. Access – Access to the Development from adjacent public rights-of-way shall generally conform with the terms of this Agreement and exhibits thereto.
13. Doors and Entrances – Doors and entrance points shall generally conform with the terms of this Agreement and exhibits thereto. Section 53-686 of the City's Ordinances shall not apply to interior buildings not fronting Marketplace Avenue or the Shared Use Path.
14. Supplemental Development Regulations - Notwithstanding section 53-960 of the City's Ordinances, the layout attached as exhibits to this Agreement shall govern.
15. Indoor/Outdoor Operations – Notwithstanding anything to the contrary herein, private amenities as indicated in this Agreement and the exhibits thereto shall be permitted.
16. Parking – No maximum parking limits shall apply to the Development.
17. Utility Easements – In the event any utility easements prevent the construction or implementation of tree planting or landscaping as required by the City's Ordinances, Developer will work with the City to achieve alternative compliance per Chapter 54 of the City's Code of Ordinances.

III. **SOUTH TRACT DEVELOPMENT STANDARDS**

a. General Guidelines

1. Applicability – The standards of this Article III apply solely to the South Tract.
2. Street Front Development/Setbacks
 - a. The buildings along public roadways shall, at a minimum be four (4) story buildings, and a maximum height of 65 feet or five (5) stories. The face of structures may vary, but the predominance of the structure shall be between ten feet (10') and 20 feet (20') from the property line. Final site plan shall be dependent upon location of street front

municipal utility easements. Interior buildings shall have a maximum height of 65 feet or five (5) stories and no minimum height.

- b. Existing Municipal Infrastructure – The City shall help coordinate the use of new lighting fixtures along Marketplace Avenue and any other streets where new fixtures need to be added. Current light fixtures will be deemed unusable with the new style of development.
3. Retail –
 - a. The Developer shall provide ground floor retail fronting Market Place and Kyle Center Drive. The ground floor space fronting City Lights and Physicians Way will be “convertible space”, which the Parties agree to mean space that is initially suitable to residential use, but may be converted to retail space without significant reconstruction, and shall be a minimum of 15,000 square feet.
 - b. The buildings fronting Marketplace Avenue shall have a cumulative minimum of 15,000 square feet of possible first floor commercial space. The building built on the corner of Marketplace Avenue and Physician’s Way or City Lights Drive may include commercial space that satisfies the minimum square footage described in this subsection.
 - c. The buildings fronting Kyle Center Drive shall have a cumulative minimum of 15,000 square feet of possible first floor commercial space. A building that is built on the corner of Kyle Center Drive and City Lights Drive may include commercial space that satisfies the minimum square footage described in this subsection.
 - d. Any unleased commercial space may be “shadowboxed” until leased.
 - e. Any commercial space in a building on the South tract may be converted into a condominium regime.
4. Signage –
 - a. The Developer, as part of the urban concept, shall be allowed for the use of signage attached to the building – either as a “blade” sign attached to the building, or signage attached to the building. Blade signage may be constructed of metal backlit box to minimize excessive light. The size of these signs may be up to 40 square feet. Signage may be two sided. All signage shall be subject to Applicable Regulations.
 - b. The Developer will construct and install two primary signage monuments (one at each main entrance) with a maximum area of 30 square feet (with respect to the sign panel only). If signage is two-sided, this guideline shall apply to both sides of the sign.
5. Parking –
 - a. Except as provided otherwise, parking shall be allowed to be structured, surface, or a combination thereof and shall be located in accordance with this Agreement and the exhibits thereto.
 - b. Garages with tilt wall construction or pre cast panels may utilize textured paint in lieu of stucco for purpose of 53-691 of the City’s Ordinances.
 - c. Parking shall have a minimum of 1.1 parking parcels per living unit, and 1 parking space per 300 square feet of commercial area and restaurant uses (excluding any patio square footage). Parallel parking, surface parking, covered parking (which may be in the form of carports or separate detached garages), attached parking, and tandem parking spaces shall be included in calculated the minimum parking spaces. Convertible retail space shall be counted as a living unit for the purposes of determining the required number of parking spaces.
 - d. If the Development is phased, the assessment of parking ratios for the second phase of the Development shall be reviewed to ensure parking requirements are adequate for the Development.
6. Doors and Entrances – Commercial uses along Marketplace Avenue and Kyle Center Drive shall provide entrances oriented toward the public ROW as feasible, in coordination between the City and the Developer.

7. Interior Buildings - All buildings not fronting public right of ways may be completely residential with no ground floor retail. All buildings shall have a minimum height of three stories provided that the amenity center and leasing office may have a minimum height of one story.
8. Landscaping/Street Trees –The landscape along the street front development will be an important part of creating the aesthetic required to make this project a success. Developer shall plant one shade tree for every 40 linear feet of frontage and use a minimum of 3 tree types. Trees shall be a minimum of 3” caliper and shall be a blend of deciduous and evergreen trees. Extensive planting shall be done around building foundations, along fence lines and to buffer parking zones in accordance with a landscaping plan approved by the City.
9. Parkland Requirements - This South Tract will have extensive street front development as per the requirements of the City and the terms of this Agreement. These street front corridors outlined in this Agreement are essentially public space corridors and are designed to provide an urban concept to the community. Tree Planting will increase to one shade tree for every 30’ of street front and shall be upsized to minimum 5” caliper trees. The Developer shall submit the requests set forth in this section to the Parks Board and comply with the recommendations of the Parks Board that are approved by City Council.
10. Parallel Parking at Street – Developer shall be allowed to develop parallel parking along street in accordance with plans approved by the City. This will require strategic design around existing infrastructure. Part of this design shall include the planting of street trees within the right-of-way as well. All improvements shall be designed and constructed in accordance with the Applicable Regulations. The Developer shall coordinate with the City regarding any construction that occurs within the public right-of-way to minimize disruption of traffic and shall execute a license agreement in a form acceptable to the City prior to commencing construction within the right-of-way.

B. Architectural Guidelines

1. Style – The South Tract shall be designed with an urban style for the portions that front roadways, while interior buildings will comply with R-3-3 standards under the City’s Ordinances and this Agreement. If the Development is phased, Developer reserves the right to develop a similar project but with variances in colors of materials.
2. Materials for Exterior Surfaces
 - a. Street Front Buildings / Front Elevation Materials – Facades along the street front shall be constituted of a variety of materials. On buildings located along street fronts, the material calculation shall be a minimum sixty percent (60%) of either masonry or stucco with a minimum of forty percent (40%) of the façade being masonry (brick or stone).. The balance of façade materials may be cementitious siding or special materials, such as metal or tile. The predominance of cementitious siding may be used as inset materials for patios in order to minimize water proofing issues. This will allow for the predominant materials exposed along the facades to be masonry, stucco, glass, or metals. Metals, or special cladding materials may be used as specialty materials, comprising up to fifteen percent (15%) of the finished façade, but shall not be substituted for masonry or stucco. The elevations of the mixed-use and multi-family structures shall in substantial compliance with the depictions on **Exhibit H**.
 - b. Street Front Buildings / Side Elevation Materials – Façade treatments on side elevations shall be the same as Section B.2.a regarding front elevations.
 - c. Internal Buildings / All Elevations (All Buildings) – Facades not exposed to the street front, or further than 65 feet from any building setback line, materials shall be as follows. On the buildings located along Marketplace Avenue, of the total material calculation, there shall be a minimum of thirty percent (30%) of either masonry or stucco, with a minimum of twenty percent (20%) of the façade being masonry (brick or stone). The balance of façade materials may be cementitious siding. Service buildings and parking structures shall be a minimum of

twenty percent (20%) masonry or stucco. Metals or special cladding may be used as specialty materials, comprising up to fifteen percent (15%) of the finished façade, but shall not be substituted for masonry or stucco.

- d. Calculation of Materials – Calculation of materials is for facades running parallel to the street. Offsets or insets to facades shall be strategically designed to utilize similar adjacent materials – whether they be masonry, stucco, or cementitious siding. All calculations are exclusive of glass, doors, venting or other elements that do not constitute the cladding or finish of the façade.
 - e. Material Selections – Final color and finish specifications shall be at the discretion of the Developer. Developer agrees to provide calculation of proposed materials as part of a building permit application to the City, to ensure compliance with material use as outlined above. The Developer shall provide elevations of buildings facing the street for review by the City to verify use of materials proposed prior to submitting for a building permit.
3. Roofing
- a. Roof profiles along street front buildings shall have a predominantly flat roof. Sloped roof elements may be created for architectural diversification, sloped awnings and variations of sloped roof elements may be utilized in order to create variation in the elevation of the project. Standing seam metal roofs shall be utilized on these facades.
 - b. Roof profiles for all buildings located along the interior of the project shall have a variable or multiple roof system. Flat roofs shall be provided to allow for condensing units to be placed on the rooftop but must be screened. The Developer retains the right to blend the roof system to allow for the use of architectural composite shingles for portions of the roof system that is visible to the façade. Color of the materials shall be consistent with the textures and the colors utilized for other metal roofing materials. Slopes of roofs shall be consistent with the style of the Development and shall convey an urban style for the development.

IV. **NORTH MXD TRACT DEVELOPMENT STANDARDS**

A. General Guidelines

1. Applicability – The standards provided in this Article IV shall apply solely to the North MXD Tract.
2. Street Front Development / Setbacks
 - a. The buildings along public roadways and the Vybe, at a minimum, be four (4)-story buildings, at a maximum five (5) story or 65 feet high buildings, and shall sit no closer than ten feet (10') from the property line. Final site plan shall be dependent upon location of street front municipal utility easements. Interior buildings shall have a maximum height of 65 feet or five (5) stories, and no minimum height.
3. Retail –
 - a. In the event the North MXD Tract is developed with residential uses, the floor area apportionment of a primary use as defined in Section 53-677 of the City's ordinances. Estimated ground floor retail on the multi-family portion of the North MXD Tract fronting Marketplace Ave is fourteen thousand (14,000) square feet and the estimated ground floor retail on the multi-family portion of the North MXD Tract fronting the Vybe is eight thousand (8,000) square feet.
 - b. Any unleased commercial space may be "shadowboxed" until leased.
 - c. Any commercial space in a building on the North MXD Tract may be converted into a condominium regime.
4. Parking - –
 - a. Except as provided otherwise, parking shall be allowed to be structured, surface, or a combination thereof and shall be located in accordance with this Agreement and the exhibits thereto.
 - b. Garages with tilt wall construction or pre cast panels may utilize textured paint in lieu of stucco for purpose of 53-691 of the City's Ordinances.

- c. Parking shall have a minimum of 1.1 parking parcels per living unit and 1 parking space per 300 square feet of commercial area and restaurant uses (excluding any patio square footage). Parallel parking, surface parking, covered parking (which may be in the form of carports or separate detached garages), attached parking, and tandem parking spaces shall be including in calculated the minimum parking spaces.
 - d. The calculation of parking ratios shall be calculated against the entire North MXD Tract, rather than on a plat by plat or lot by lot basis.
- 5. Signage
 - a. The Developer will construct and install two primary signage monuments (one at each main entrance) with a maximum area of 80 square feet (with respect to sign panels only) per sign. If signage is two-sided, this guideline shall apply to both sides of sign. Secondary signage shall comply with all Applicable Regulations.
- 6. Interior Buildings
 - a. All buildings shall have a minimum height of three stories, provided that the amenity center and leasing office may have a minimum height of one story
- B. Architectural Guidelines**
 - 1. Style – If the North MXD Tract is developed with multi-family residential uses, it shall be designed with an urban style for the portions that front roadways, while interior buildings will comply with R-3-3 standards under the City’s Ordinances with an urban-style architecture. If the Development is phased, Developer reserves the right to develop a similar project but with variances in colors of materials.
 - 2. Materials for Exterior Surfaces
 - a. Street Front Buildings / Front Elevation Materials – Facades along the street front shall be constituted of a variety of materials. On buildings located along street fronts, the material calculation shall be a minimum sixty percent (60%) of either masonry or stucco with a minimum of forty percent (40%) of the façade being masonry (brick or stone). The balance of façade materials may be cementitious siding or special materials, such as metal or tile. The predominance of cementitious siding may be used as inset materials for patios in order to minimize water proofing issues. This will allow for the predominant materials exposed along the facades to be masonry, stucco, glass, or metals. Metals, or special cladding materials may be used as specialty materials, comprising up to fifteen percent (15%) of the finished façade, but shall not be substituted for masonry or stucco. The elevations of the mixed use and multi-family structures shall be substantially similar to **Exhibit H**.
 - b. Street Front Buildings / Side Elevation Materials – Façade treatments on side elevations shall be the same as Section B.2.a regarding front elevations.
 - c. Internal Buildings / All Elevations (All Buildings) – Facades not exposed to the street front, or further than 65 feet from any building setback line, materials shall be as follows. On the interior buildings, of the total material calculation, there shall be a minimum of thirty percent (30%) of either masonry or stucco, with a minimum of twenty percent (20%) of the façade being masonry (brick or stone). The balance of façade materials may be cementitious siding. Service buildings and parking structures shall be a minimum of twenty percent (20%) masonry or stucco. Metals or special cladding may be used as specialty materials, comprising up to fifteen percent (15%) of the finished façade, but shall not be substituted for masonry or stucco.
 - d. Calculation of Materials – Calculation of materials is for facades running parallel to the street. Offsets or insets to facades shall be strategically designed to utilize similar adjacent materials – whether they be masonry, stucco, or cementitious siding. All calculations are exclusive of glass, doors, venting or other elements that do not constitute the cladding or finish of the façade.
 - e. Material Selections – Final color and finish specifications shall be at the discretion of the Developer. Developer agrees to provide calculation of proposed materials as part of a building permit application to the City, to ensure compliance with material use as outlined

above. The Developer shall provide elevations of buildings facing the street for review by the City to verify use of materials proposed prior to submitting for a building permit.

3. Roofing

- a. Roof profiles along street front buildings shall have a predominantly flat roof. Sloped roof elements may be created for architectural diversification, sloped awnings and variations of sloped roof elements may be utilized in order to create variation in the elevation of the project. Standing seam metal roofs shall be utilized on these facades.
- b. Roof profiles for all buildings located along the interior of the project shall have a variable or multiple roof system. Flat roofs shall be provided to allow for condensing units to be placed on the rooftop but must be screened. The Developer retains the right to blend the roof system to allow for the use of architectural composite shingles for portions of the roof system that is visible to the façade. Color of the materials shall be consistent with the textures and the colors utilized for other metal roofing materials. Slopes of roofs shall be consistent with the style of the Development and shall convey an urban style for the development.

V. **NORTH COMMERCIAL TRACT DEVELOPMENT STANDARDS**

1. Applicability – The standards of this Article V shall apply solely to the North Commercial Tract.
2. Street Front Development / Setbacks
 - a. The buildings along public roadways shall sit no closer than ten feet (10') from the property line. Final site plan shall be dependent upon location of utility easements.
3. Retail
 - a. There will be a minimum of 18,000 square feet of commercial space on the North Commercial Tract.
 - i. The Developer shall construct a minimum of 14,000 square feet of commercial space on the North Commercial Tract within 24 months on or before the Performance Date, as that term is defined in the 380 Agreement.
 - b. Any unleased commercial space may be “shadowboxed” until leased. [DISCUSS]
 - c. Any commercial space in a building on the North Commercial Tract may be converted into a condominium regime.
4. Parking -
 - a. Except as provided otherwise, parking shall be allowed to be structured, surface, or a combination thereof and shall be located in accordance with this Agreement and the exhibits thereto.
 - b. Garages with tilt wall construction or pre cast panels may utilize textured paint in lieu of stucco for purpose of 53-691 of the City's Ordinances.
 - c. The calculation of parking ratios shall be calculated against the entire North Commercial Tract, rather than on a plat by plat or lot by lot basis.
 - d. Parking shall have a minimum of 1 parking space per 150 square feet of restaurant uses (excluding any patio square footage), and 1 parking space per 300 square feet of commercial area.

VI. **EXHIBITS**

Exhibits have been provided as part of this Agreement. All exhibits represent a conceptual plan that has been developed to provide the City with a representation of the proposed Development. The site plan and building elevations are conceptual, and do not reflect a final design; however, the final elevations and design shall be substantially similar to the conceptual plan and elevations set forth in this Agreement. Final elevations and site plans shall be submitted to the City for final approval, which approval shall not be withheld to the extent such elevations and plans are in substantial compliance with this Agreement and the Applicable Regulations.

Exhibit A-1 -- South Tract

TRACT 5:

LOT 1B, BLOCK F, KYLE MARKETPLACE SECTION 2 AMENDING PLAT OF THE REPLAT OF LOTS 1, 2, 3 & 4, BLOCK F, A SUBDIVISION IN HAYS COUNTY, TEXAS, AMENDED PLAT OF LOTS 1, 2, 3 AND 4, BLOCK F, ACCORDING TO THE MAP OR PLAT THEREOF, RECORDED IN VOLUME 17, PAGE 200, PLAT RECORDS OF HAYS COUNTY, TEXAS. (1.5938 ACRES)

TRACT 6:

LOT 1C, BLOCK F, KYLE MARKETPLACE SECTION 2, AMENDING PLAT OF THE REPLAT OF LOTS 1, 2, 3 & 4, BLOCK F, A SUBDIVISION IN HAYS COUNTY, TEXAS, AMENDED PLAT OF LOTS 1, 2, 3 AND 4, BLOCK F, ACCORDING TO THE MAP OR PLAT THEREOF, RECORDED IN VOLUME 17, PAGE 200, PLAT RECORDS OF HAYS COUNTY, TEXAS. (1.6839 ACRES)

TRACT 7:

LOT 1, BLOCK F, KYLE MARKETPLACE SECTION 2, AMENDING PLAT OF THE REPLAT OF LOTS 1, 2, 3 & 4, BLOCK F, A SUBDIVISION IN HAYS COUNTY, TEXAS, AMENDED PLAT OF LOTS 1, 2, 3 AND 4, BLOCK F, ACCORDING TO THE MAP OR PLAT THEREOF, RECORDED IN VOLUME 17, PAGE 200, PLAT RECORDS OF HAYS COUNTY, TEXAS. (3.7667 ACRES)

TRACT 8:

LOT 2, BLOCK F, KYLE MARKETPLACE SECTION 2, AMENDING PLAT OF THE REPLAT OF LOTS 1, 2, 3 & 4, BLOCK F, A SUBDIVISION IN HAYS COUNTY, TEXAS, AMENDED PLAT OF LOTS 1, 2, 3 AND 4, BLOCK F, ACCORDING TO THE MAP OR PLAT THEREOF, RECORDED IN VOLUME 17, PAGE 200, PLAT RECORDS OF HAYS COUNTY, TEXAS. (7.9054 ACRES)

TRACT 9:

LOT 3, BLOCK F, KYLE MARKETPLACE SECTION 2, AMENDING PLAT OF THE REPLAT OF LOTS 1, 2, 3 & 4, BLOCK F, A SUBDIVISION IN HAYS COUNTY, TEXAS, AMENDED PLAT OF LOTS 1, 2, 3 AND 4, BLOCK F, ACCORDING TO THE MAP OR PLAT THEREOF, RECORDED IN VOLUME 17, PAGE 200, PLAT RECORDS OF HAYS COUNTY, TEXAS. (2.2861 ACRES)

TRACT 10:

LOT 4, BLOCK F, KYLE MARKETPLACE SECTION 2, AMENDING PLAT OF THE REPLAT OF LOTS 1, 2, 3 & 4, BLOCK F, A SUBDIVISION IN HAYS COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF, RECORDED IN VOLUME 17, PAGE 200, PLAT RECORDS OF HAYS COUNTY, TEXAS. (2.2501 ACRES)

Exhibit A-2 - North MXD Tract

EXHIBIT "A"

(Zoning Exhibit)
John King Survey, Abstract No. 276

Legal Description

BEING A DESCRIPTION OF A TRACT OF LAND CONTAINING 8.0605 ACRES (351,114 SQUARE FEET) OUT OF THE JOHN KING SURVEY NO. 20, ABSTRACT NO. 276, IN HAYS COUNTY, TEXAS, BEING A PORTION OF LOT 2, BLOCK "A" OF KYLE MARKETPLACE SECTION 2, RECORDED IN VOLUME 14, PAGE 330 OF THE PLAT RECORDS OF HAYS COUNTY, TEXAS (P.R.H.C.T.) CONVEYED TO DDR DB KYLE LP IN VOLUME 3493, PAGE 17 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS (O.P.R.H.C.T.), SAID 8.0605 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:



BEGINNING, at a 1/2-inch iron rod with "Doncet and Assoc" cap found on a curve in the west right-of-way line of Market Place Avenue (right-of-way varies), at the common corner of Lot 2 and Lot 3, Block "A" of said Kyle Marketplace Section 2, and the POINT OF BEGINNING hereof, from which a 1/2-inch iron rod with "Chuparral" cap was found at the end of said curve to the left, whose radius is 1055.00 feet, whose arc length is 116.26 feet and whose chord bears S20°00'49"W, a distance of 116.20 feet;

THENCE, N60°06'03"W, with the common line of said Lot 2 and Lot 3, a distance of 461.07 feet to a 1/2-inch iron rod found on the north line of said Lot 3, at the common corner of said Lot 2 and Lot 1, Block "A" of said Kyle Marketplace Section 2, for the southwest corner hereof, from which a 1/2-inch iron rod with "Doncet and Assoc" cap found at the southwest corner of said Lot 1 and the northwest corner of said Lot 3, being in the east right-of-way line of the Missouri Pacific Railroad recorded in Volume N, Page 158 of the Deed Record of Hays County Texas (D.R.H.C.T.) bears, N60°06'03"W a distance of 308.04 feet;

THENCE, N00°16'12"E, with the common line of said Lot 1 and Lot 2, a distance of 610.83 feet to a calculated point for an angle point hereof, from which a 1/2-inch iron rod with "4WARD BOUNDARY" cap set at an angle point in said common line of Lot 1 and Lot 2 bears, N00°16'13"E a distance of 213.65 feet;

THENCE, Departing said line, and over and across said Lot 2 the following nine (9) calls and distances;

- 1) S89°54'17"E, a distance of 21.67 feet to a calculated point for an angle point hereof;
- 2) S78°03'03"E, a distance of 89.52 feet to a calculated point for a point of curvature hereof;
- 3) Along the arc of a curve to the right, whose radius is 100.00 feet, whose arc length is 31.06 feet and whose chord bears S69°09'10"E, a distance of 30.94 feet to a calculated point for a point of tangency hereof;
- 4) S60°15'17"E, a distance of 351.66 feet to a calculated point for a point of curvature hereof;
- 5) Along the arc of a curve to the right, whose radius is 100.00 feet, whose arc length is 10.45 feet and whose chord bears S57°15'41"E, a distance of 10.44 feet to a calculated point for a point of tangency hereof;

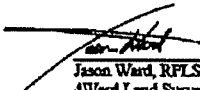
- 6) S54°16'06"E, a distance of 36.10 feet to a calculated point for a point of curvature hereof;
- 7) Along the arc of a curve to the left, whose radius is 100.00 feet, whose arc length is 10.50 feet and whose chord bears S57°16'37"E, a distance of 10.50 feet to a calculated point for a point of tangency hereof;
- 8) S60°17'07"E, a distance of 212.81 feet to a calculated point on the west right-of-way line of said Market Place Avenue, being the east line of said Lot 2, from which a 1/2-inch iron rod found at the south end of a curve return at the intersection of the west right-of-way line of said Market Place Avenue and the south right-of-way line of Kyle Parkway (F.M. 1626 -- right-of-way varies), bears N29°54'00"E a distance of 549.04 feet;

THENCE, With the west right-of-way line of said Market Place Avenue, being the east line of said Lot 2 the following two (2) courses and distances:

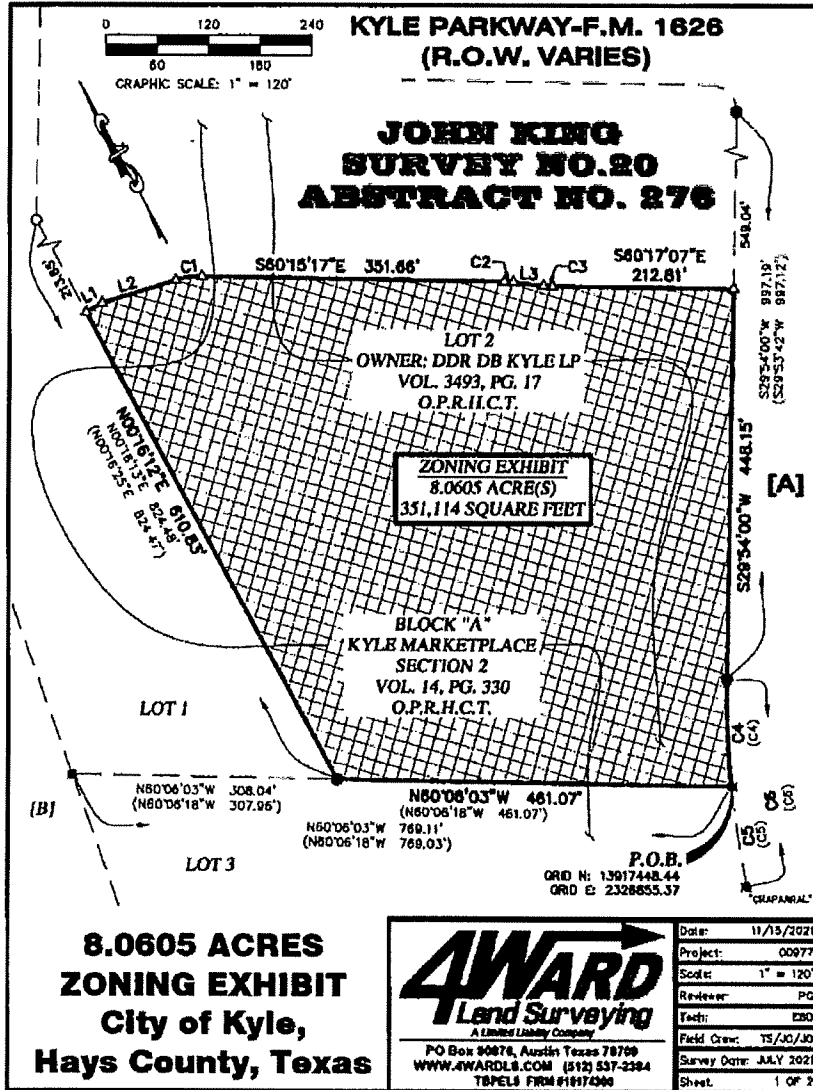
- 1) S28°54'00"W, a distance of 448.15 feet to a calculated point for a non-tangent point of curvature hereof;
- 2) Along the arc of a curve to the left, whose radius is 1055.00 feet, whose arc length is 123.25 feet and whose chord bears S26°31'27"W, a distance of 123.18 feet to the POINT OF BEGINNING and containing 8.0605 Acres (351,114 Square Feet) more or less.

NOTE:

Surveyed on the ground July 21, 2021. All bearings are based on the Texas State Plane Coordinate System, Grid North, South Central Zone (4204), all distances were adjusted to surface using a combined scale factor of 1.0000101329451. See attached survey map (reference drawing: 00977_Zoning.dwg)


 11/15/21
 Jason Ward, RFLS #5811
 4Ward Land Surveying, LLC
 TBPLS Firm #10174300





CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	BEARING	DISTANCE
C1	31.06'	100.00'	17°47'47"	S89°09'10"E	30.94'
C2	10.45'	100.00'	5°59'10"	S57°15'42"E	10.44'
C3	10.50'	100.00'	6°01'00"	S57°16'37"E	10.50'
C4	123.25'	1,055.00'	6°41'37"	S26°31'27"W	123.18'
C5	116.26'	1,055.00'	6°18'51"	S20°00'49"W	116.20'
C6	238.52'	1,055.00'	13°00'28"	S23°21'50"W	238.00'

RECORD CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	BEARING	DISTANCE
(C4)	123.25'	1,055.00'	6°41'33"	S26°32'58"W	123.16'
(C5)	116.16'	1,055.00'	6°18'35"	S20°02'52"W	116.12'
(C6)	238.41'	1,055.00'	13°00'07"	S23°23'38"W	238.90'

LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	S89°54'27"E	21.67'
L2	S78°03'03"E	89.52'
L3	S54°18'08"E	36.10'

LEGEND	
---	ZONING BOUNDARY LINE
---	EXISTING PROPERTY LINES
○	1/2" IRON ROD WITH "4WARD BOUNDARY" CAP SET
●	1/2" IRON ROD FOUND (UNLESS NOTED)
⊕	IRON ROD WITH "DOUCET AND ASSOCIATES" CAP FOUND (UNLESS NOTED)
Δ	CALCULATED POINT
P.O.B.	POINT OF BEGINNING
VOL./PG.	VOLUME, PAGE
R.O.W.	RIGHT-OF-WAY
O.P.R.T.C.T.	OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS
D.R.T.C.T.	DEED RECORDS, TRAVIS COUNTY, TEXAS
(.....)	RECORD INFORMATION PER PLAT VOL. 14 PG. 330-333

**[A]
MARKETPLACE AVENUE
(R.O.W. VARIES)**

**[B]
MISSOURI PACIFIC RAILROAD
INTERNATIONAL & GREAT NORTHERN RAILROAD
VOL. N, PG. 158
D.R.H.C.T.**

NOTES:

1) ALL BEARINGS ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, GRID NORTH, SOUTH CENTRAL ZONE, (4204), NAD83, ALL DISTANCES WERE ADJUSTED TO SURFACE USING A COMBINED SCALE FACTOR OF 1.000101329451.

2) SEE ATTACHED METES AND BOUNDS DESCRIPTION.



11/19/2021

**8.0605 ACRES
ZONING EXHIBIT
City of Kyle,
Hays County, Texas**



PO Box 90876, Austin Texas 78709
WWW.4WARDLS.COM (512) 537-2344
TSPELS FIRM #11174366

Date: 11/19/2021
Project: 00977
Scale: N/A
Reviewer: PG
Tech: CBO
Field Crew: TS/JC/JQ
Survey Date: JULY 2021
Sheet: 2 OF 2

P:\00977\00977-00001.dwg

Exhibit A-3 – North Commercial Tract

TRACT 1:

LOT 1, BLOCK A, KYLE MARKETPLACE SECTION 2, A SUBDIVISION IN HAYS COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF, RECORDED IN VOLUME 14, PAGES 330-333, PLAT RECORDS OF HAYS COUNTY, TEXAS. (6.0119 ACRES)

TRACT 2:

LOT 2, BLOCK A, KYLE MARKETPLACE SECTION 2, A SUBDIVISION IN HAYS COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF, RECORDED IN VOLUME 14, PAGES 330-333, PLAT RECORDS OF HAYS COUNTY, TEXAS. (19.1216 ACRES)

Save and except the North MXD Tract (Exhibit A-2).

July 21, 2021



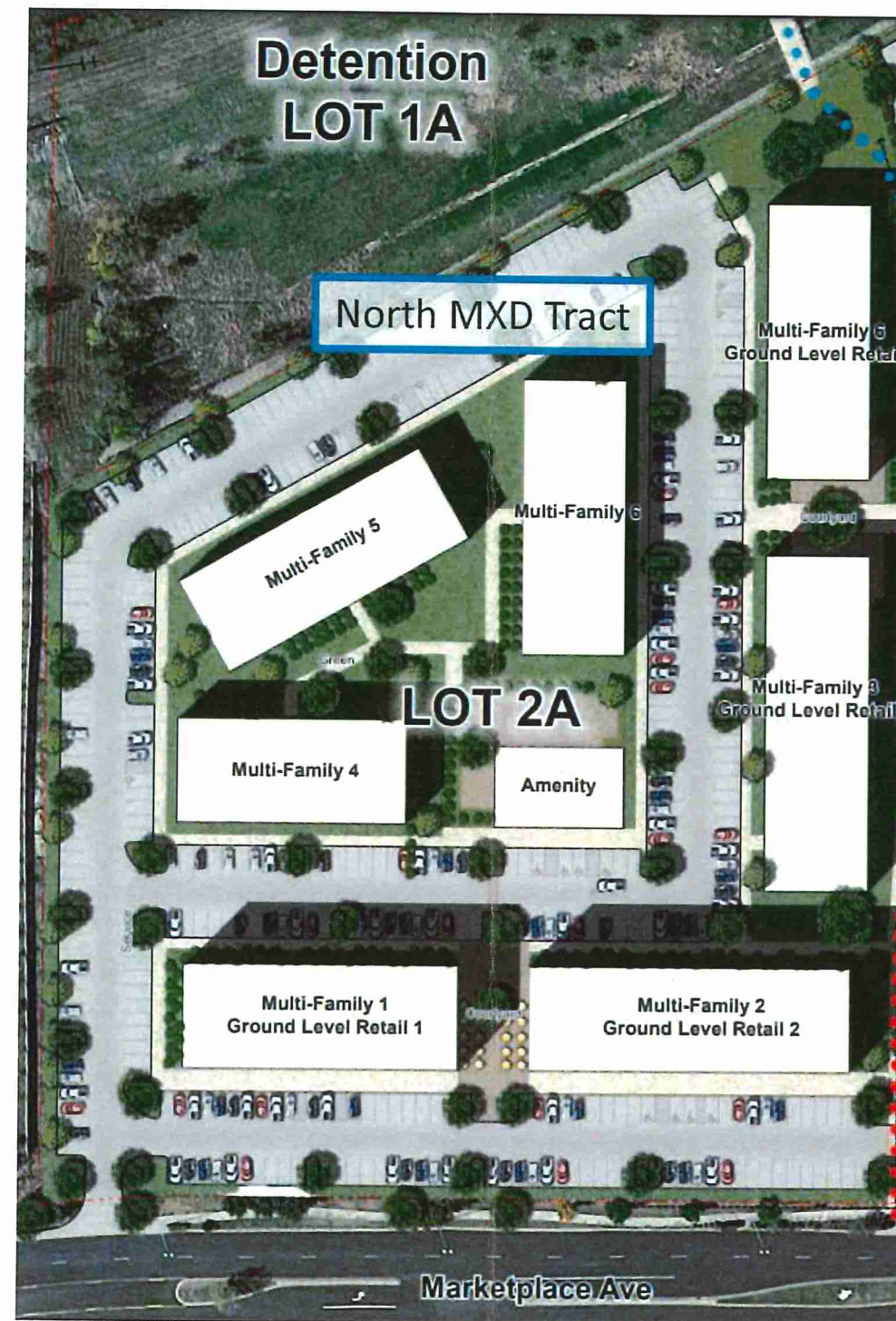


EXHIBIT B-2

Exhibit E-1 -- Pedestrian Bridge/Tunnel and Offsite Trail



EXHIBIT E2

Illustrative Concept Land Use Plan

July 21, 2021

The Vybe to be
constructed with the
South Tract
construction

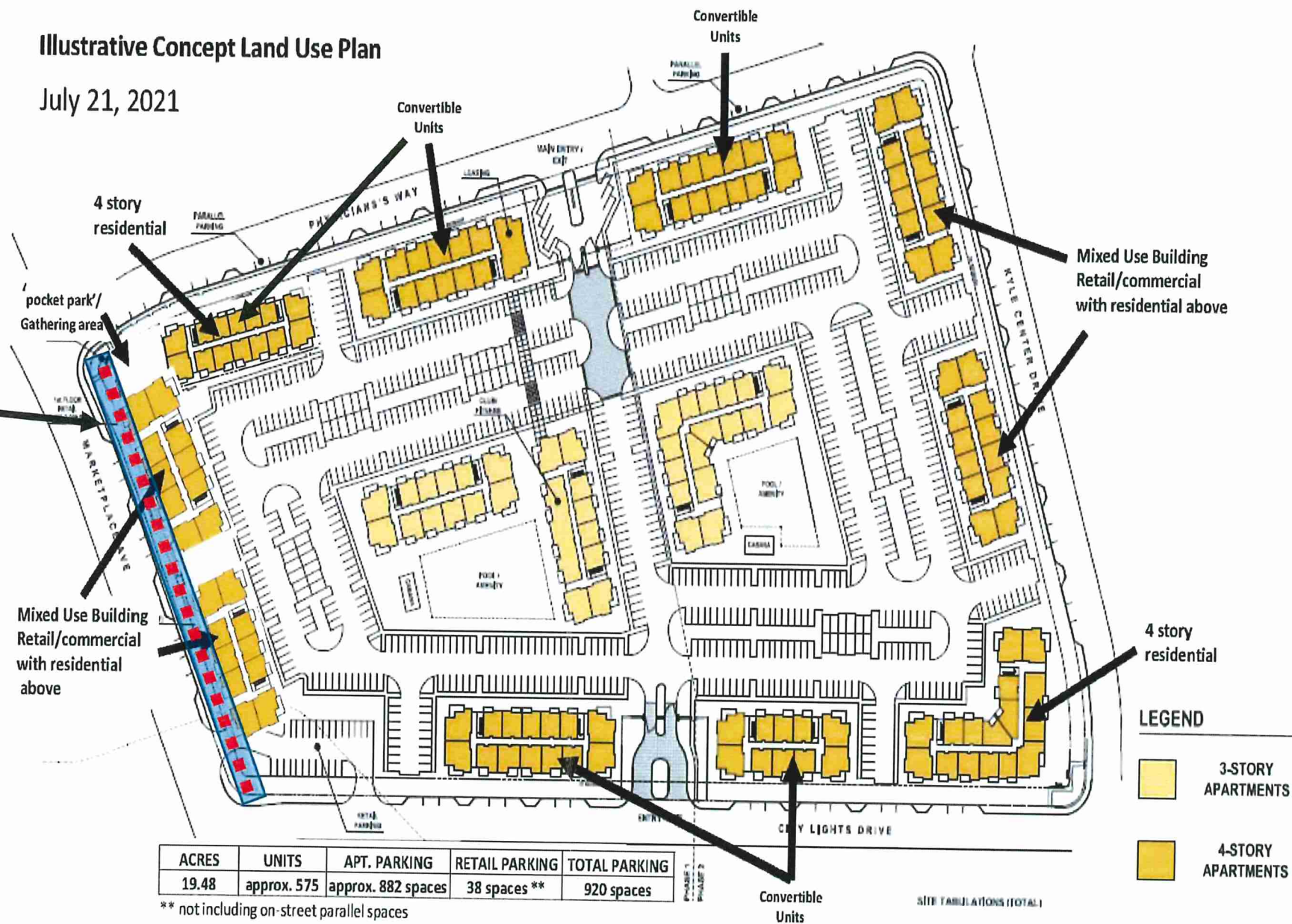
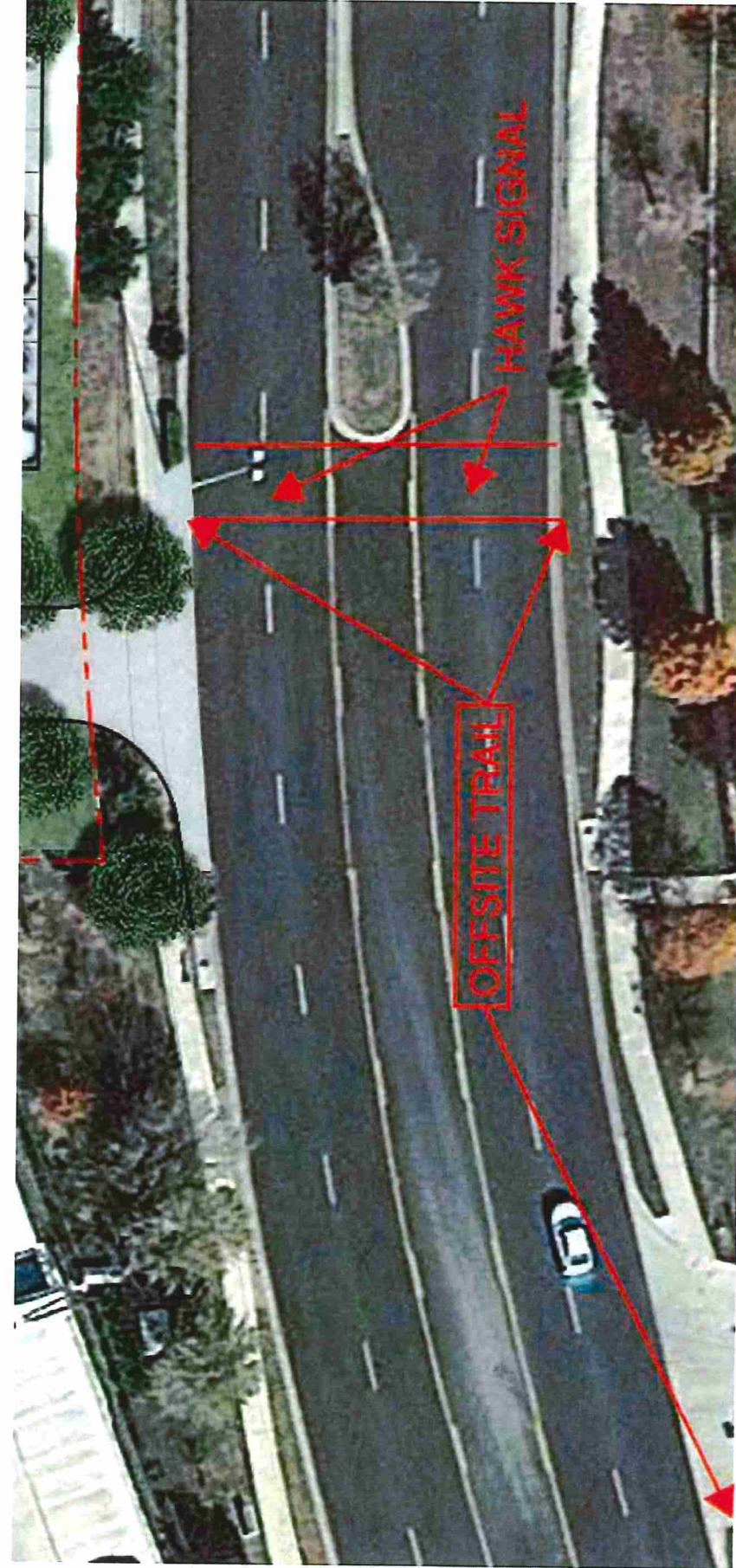
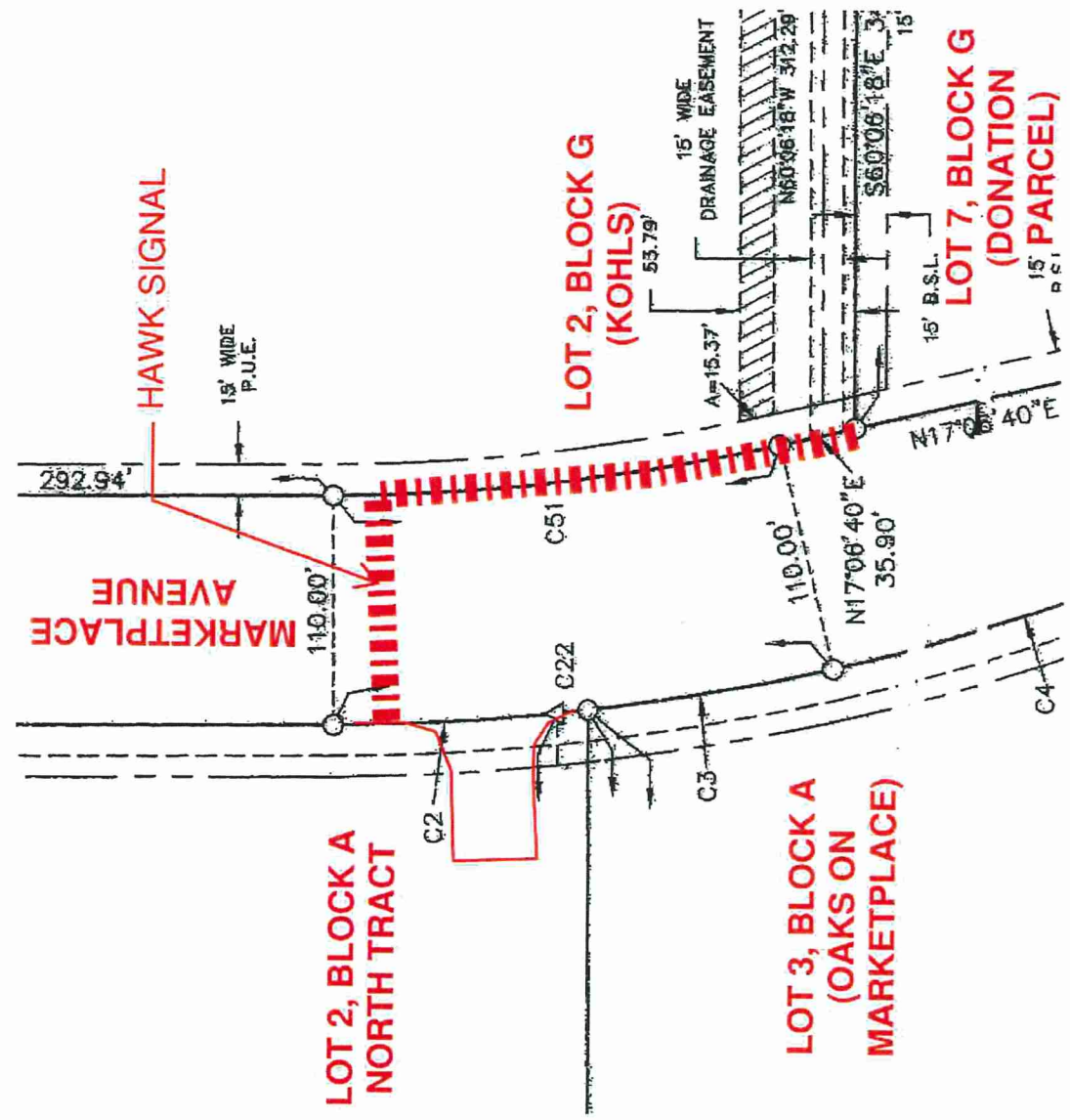


EXHIBIT E-3



Exhibit E-4



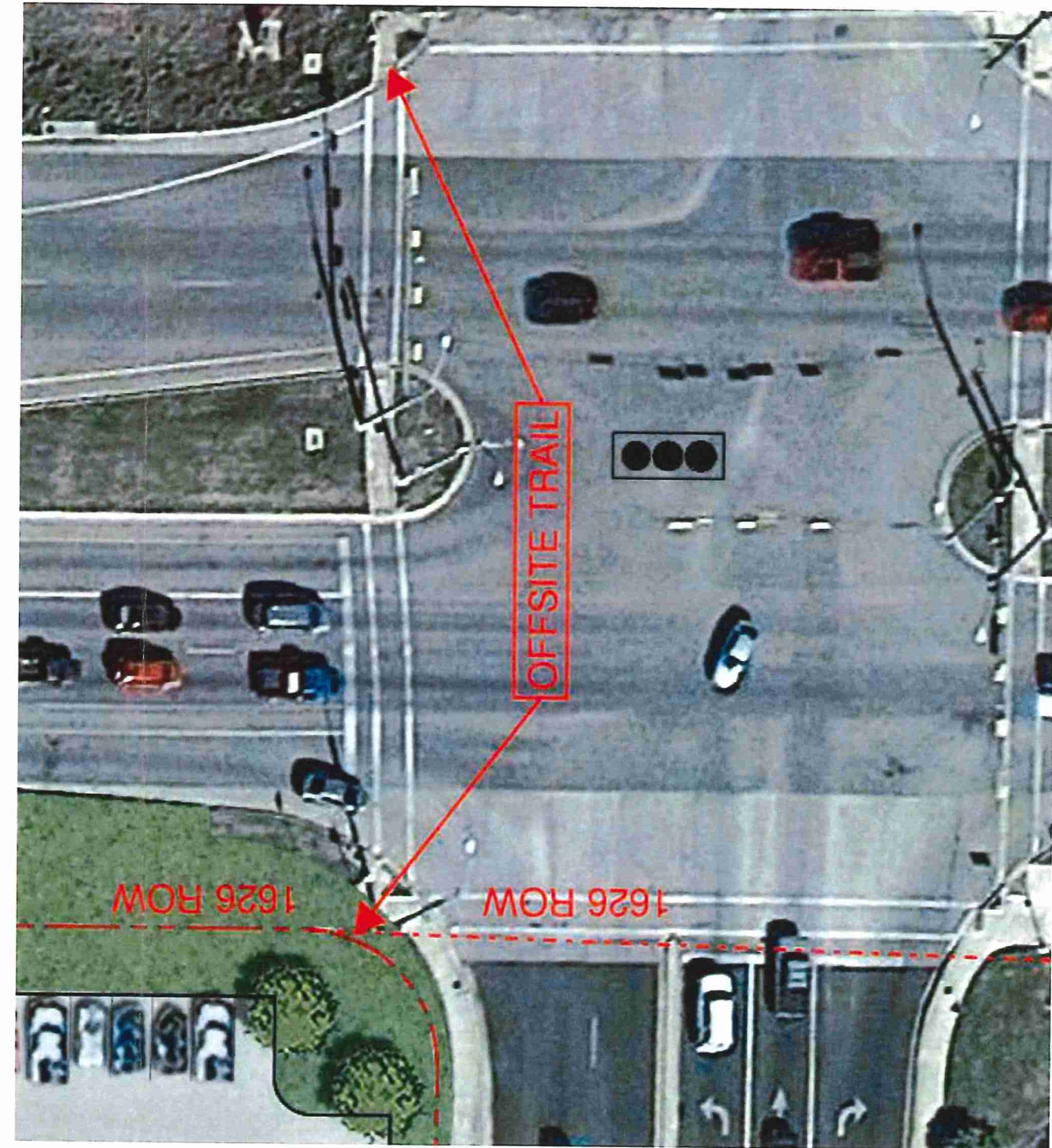
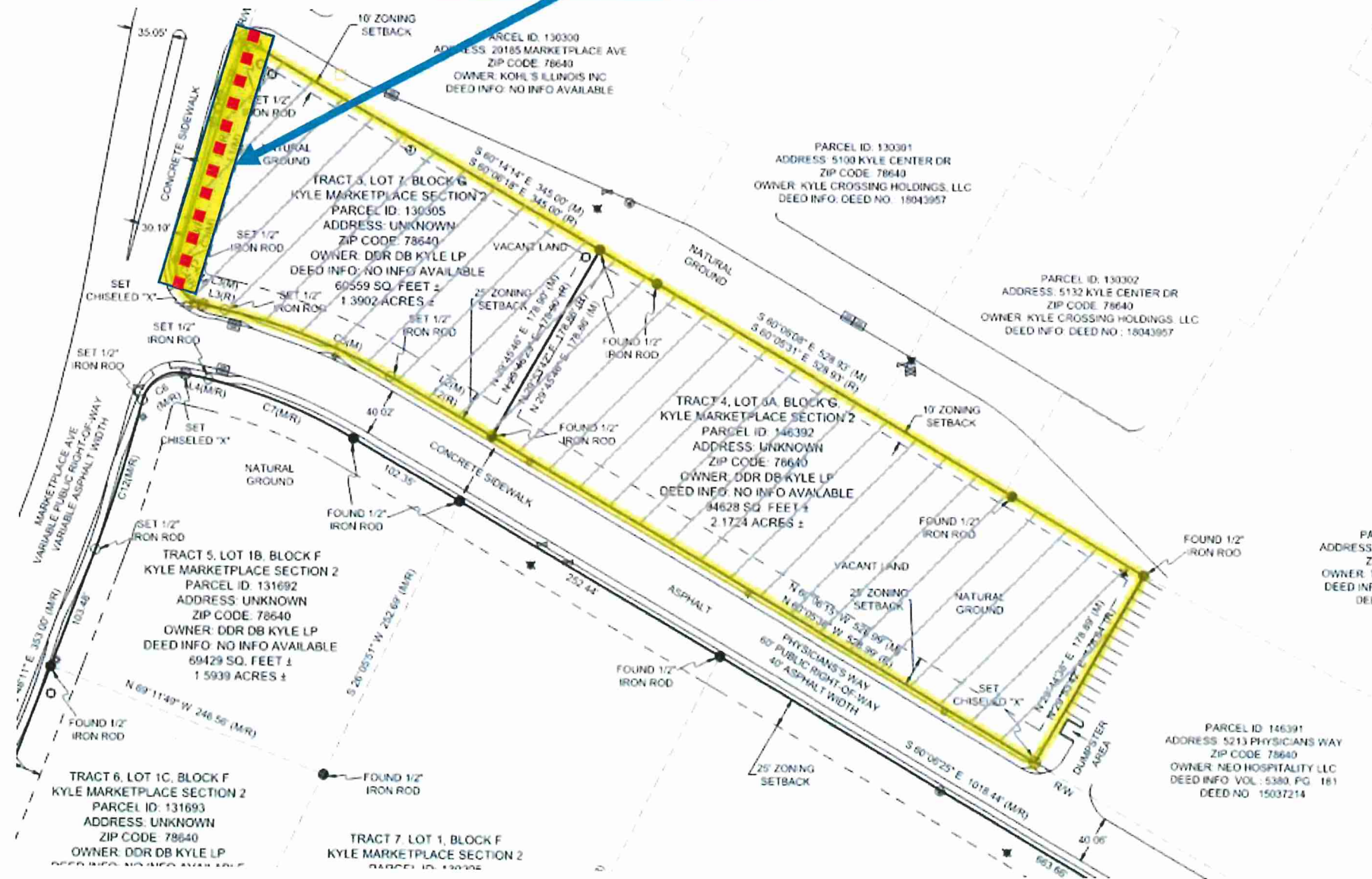


Exhibit E-5



EXHIBIT F

The Vybe
Included in Phase 1
Construction



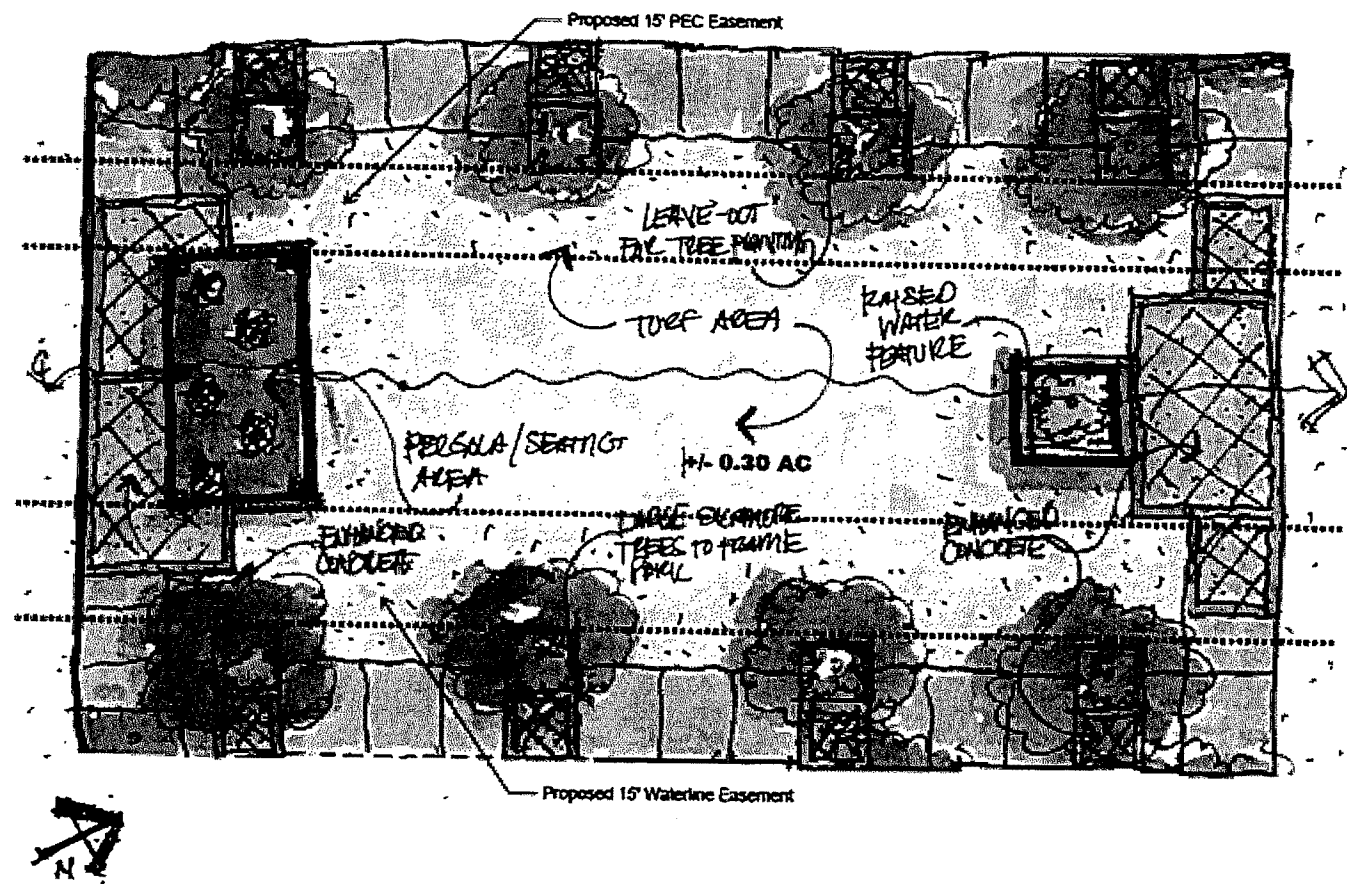


Exhibit G - North Tract Courtyard

Exhibit H - Multi-Family Building Elevations

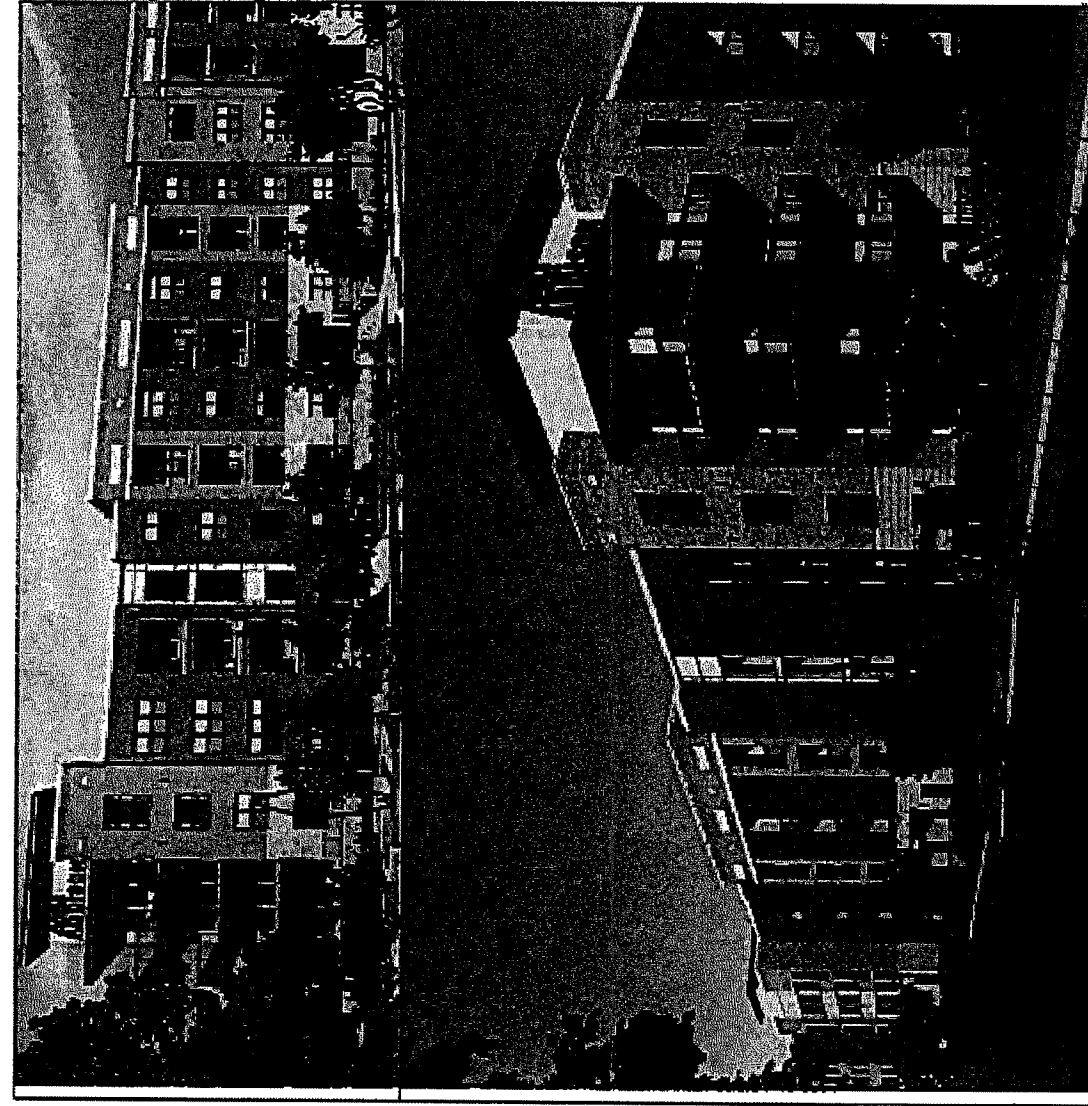
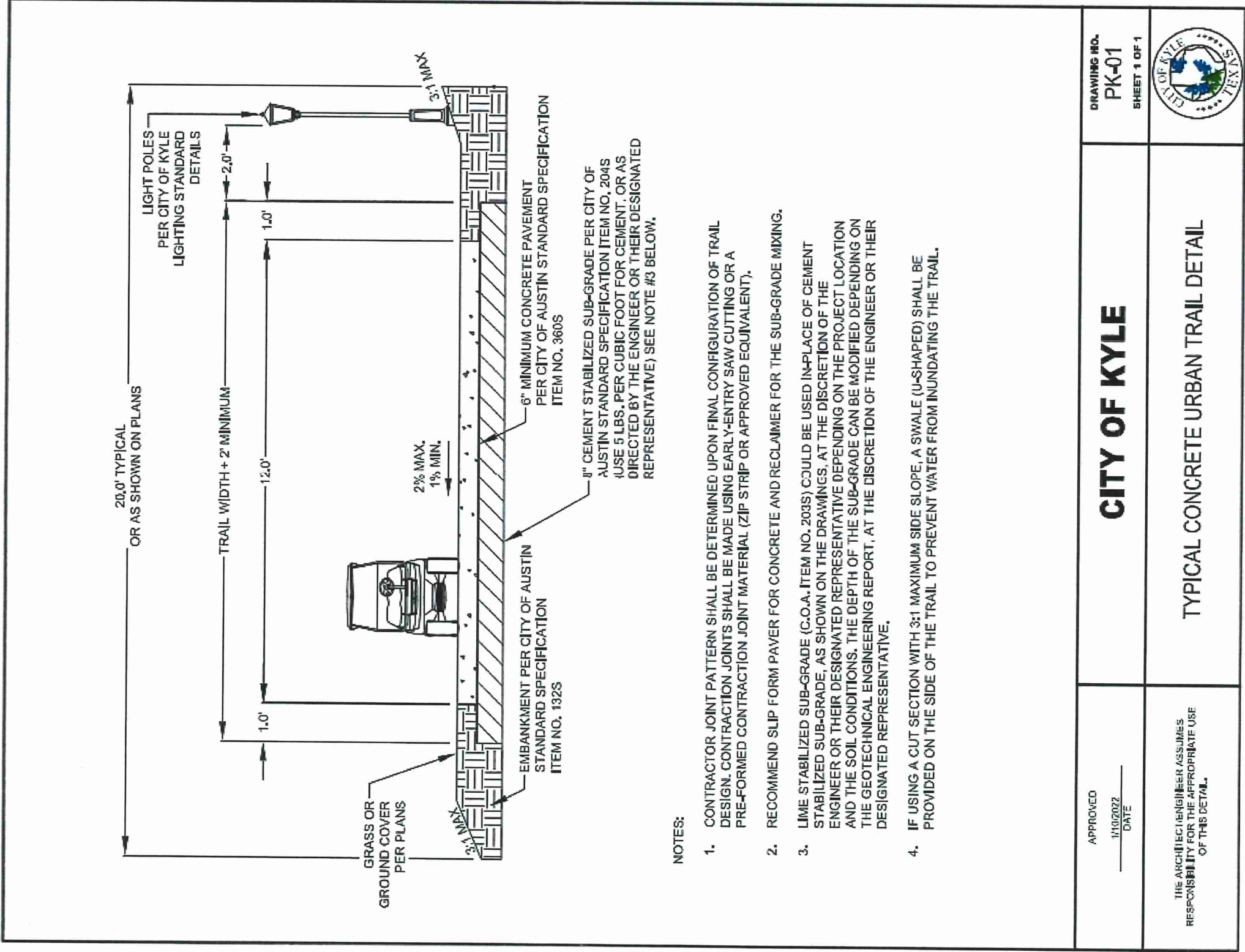


Exhibit I



APPROVED 1/10/2022 DATE	CITY OF KYLE	DRAWING NO. PK-01 SHEET 1 OF 1
THE ARCHITECT/ENGINEER ASSUMES RESPONSIBILITY FOR THE APPROPRIATE USE OF THIS DETAIL.	TYPICAL CONCRETE URBAN TRAIL DETAIL	



CITY OF KYLE, TEXAS

CSW KC II, LLC. - Zoning (Z-21-0089)

Meeting Date: 3/1/2022

Date time: 7:00 PM

Subject/Recommendation: *(Second Reading)* An ordinance amending Chapter 53 (Zoning) of the City of Kyle, Texas for the purpose of rezoning approximately 8.32 acres of land from Retail Service District 'RS' to Mixed-Use Development 'MXD' for property located at Kyle Marketplace Sec. 2 Lot A & 19.48 acres of land from Retail Service District 'RS' to Mixed-Use District 'MXD' for property located at Kyle Marketplace Sec. 2 Block F, in Hays County, Texas. (CSW KC II, LLC. - Z-21-0089) ~ *Will Atkinson, Senior Planner*

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

City Council voted 5-2 to approve the ordinance on first reading.

Other Information: See attached.

Legal Notes: N/A

Budget Information: N/A

ATTACHMENTS:

Description

- ☐ Staff Report
- ☐ Ordinance with Exhibit's A & B
- ☐ Summary Letter
- ☐ Deed
- ☐ Landowner Authorization Letter
- ☐ Franchise Tax Account Status
- ☐ Letter in favor of request

Property Location	West of Marketplace Avenue & South of Physician's Way
Owner	CSW KC II, LLC 1703 W. 5 th St., Ste. 850 Austin, TX 78703
Agent	Travis Sawvell Executive Vice President JLL 1703 W. 5 th St., Ste. 850 Austin, TX 78703
Request	Rezone Approximately 8.32 Acres From Retail Service District 'RS' to Mixed-Use Development 'MXD' & 19.48 acres of land from Retail Service District 'RS' to Mixed-Use District 'MXD'

Vicinity Map



Site Description

The site proposed to be rezoned, are two undeveloped areas created as part of the Kyle Marketplace Section 2 commercial development (i.e. Target shopping center). The total area requesting to be rezoned is approximately 27.8-acres, which 19.5-acres encompassing the block behind Target & Kohls, and the 8.3-acres west and adjacent to Marketplace Avenue, just north of the Oaks of Marketplace apartments (R-3-3) and west of Kohl's.



Existing Zoning

RS (Retail Services)

Sec. 53-480. – Permitted Uses

This district allows general retail sales of consumable products and goods within buildings of products that are generally not hazardous and that are commonly purchased and used by consumers in their homes, including most in-store retail sales of goods and products that do not pose a fire or health hazard to neighboring areas, e.g., clothing, prescription drugs, furniture, toys, hardware, electronics, pet supply, variety,

department, video rental and antique stores, art studio or gallery, hobby shops and florist shops., and the retail sale of goods and products (in the following listed use areas) to which value has been added on site, including sales of goods and services outside of the primary structure as customary with the uses specifically listed, and the following: Any use permitted in CBD-1 or CBD-2 and RS districts as provided in [section 53-1230](#).

(Ord. No. 438, § 45(a), 11-24-2003)

Requested Zoning

PUD MXD (Planned Unit Development, Mixed-Use

Sec. 53-674. - Purpose and findings.

The mixed-use district (MXD) is generally intended to further and promote the tenants of the cities' master plans and comprehensive plan. The district is a commercial zoning classification that requires a vertical mix of commercial and residential uses within the same building(s) on multiple floors. The district is intended to accommodate a physical pattern of development often found in high traffic activity areas, along major streets and especially at intersections of major thoroughfares, and in neighborhood commercial areas of older cities. The district, where appropriately located, will accommodate mixed-use buildings with activity center retail, service, and other commercial uses on the ground and lower floor(s), and residential units above those nonresidential space(s); as well as encourage development that exhibits the physical design characteristics of pedestrian-oriented, store front-style shopping; and promote the health and well-being of residents by encouraging physical activity and greater social interaction.

([Ord. No. 978](#), § 2(Exh. A), 11-21-2017)

Conditions of the Zoning Ordinance

Sec. 53-1205 Amendments

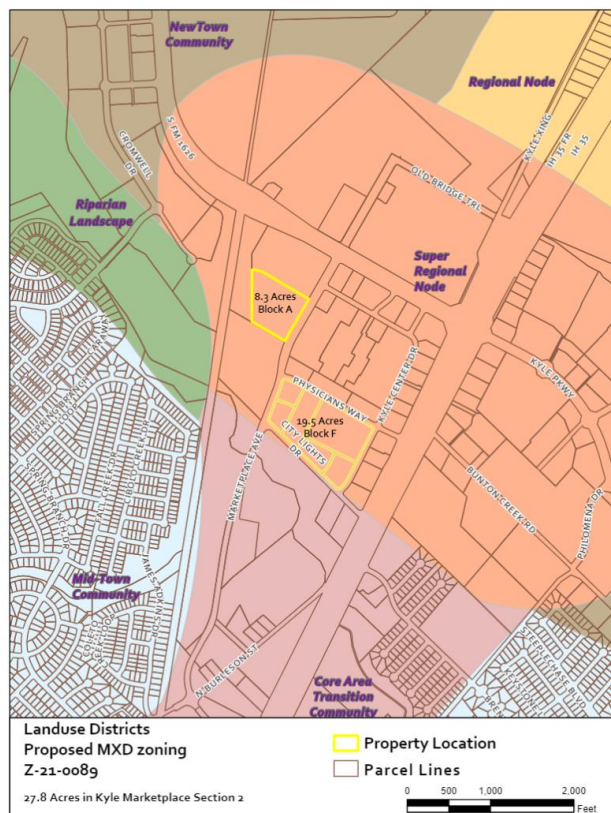
(d)

Referral of amendment to planning and zoning commission. Upon its own motion, a request by the planning and zoning commission, or the receipt of an

administratively complete petition and application to zone or rezone a lot, tract or parcel of land, which petition and application has been examined and approved as to form by the city manager, shall be referred to the planning and zoning commission for consideration, public hearing, and recommendation to the city council. The council may not enact a rezoning amendment until the planning and zoning commission has held a public hearing and made its recommendation to the city council, or has made a final vote on the matter without obtaining a majority, on the zoning or rezoning of the property.

(e)

Action by the planning and zoning commission. The planning and zoning commission shall cause such study and review to be made as advisable and required, shall give public notice and hold a public hearing as provided by state law, and shall recommend to the council such action as the planning and zoning commission deems proper...



Comprehensive Plan Text

The subject site is located within the “Super Regional Node” district. The “MXD” zoning district is a recommended district in both the “Super Regional Node” district.

Super Regional Node

Recommended: E, HS, R-3-2, R-3-3, R/S, **MXD**, O/I

Conditional: ----

‘Character’: The Super Regional Node should contain large-scale institutional, commercial, retail, and where appropriate, high density multifamily land uses to create the highest classification activity center in Kyle. The Seton Medical Center should serve as the key distinguishing employment component, serving as the primary institutional use in the district upon which support enterprises can base their business locations. The Super Regional Node is in the early stages of development, and care should be taken to ensure that as development processes, it is in keeping with the character and intent outlined below for this Node. Seton Hospital serves as a regional attractor and, in large part, alongside destination retail and business services, defines the Super Regional Node. Associated health providers and goods and service providers should be attracted to this area and encouraged to create a diverse commercial and employment center. The aggregation of commercial square footage in this Node creates a significant commercial destination that will be visible to regional travelers along the I-35 corridor. This proximity to highway infrastructure results in the rare instance of a district primarily designed to be automobile oriented, with patrons arriving and inter-locating primarily by car. The commercial focus of this Node should be on acting as an economic activity center, generating much needed real estate, sales and hotel occupancy tax revenue for the city while fulfilling the retail and service needs of patrons from a targeted distance of no less than 10-15 mile away. Additionally, ancillary entertainment uses, such as movie theaters or bowling alleys, may be appropriate in this Node. This Node should serve as a destination for Kyle, attracting people due to the hospital and/or commercial offerings, and encouraging them to extend their stay due to unique and diverse uses and connections to other areas of Kyle.

‘Intent’: The purpose of the Super Regional Node is to capture employment opportunities and create a commercial destination within Kyle. Situated at the intersection of I-35 and Texas State Highway 1626, these high classification roadways are best suited to bring in out-of-region patrons with the least impact to Kyle’s local street network. This Node should take advantage of the medical center and of I-35

traffic to increase Kyle's competitiveness in the surrounding region. Existing employment opportunities should be referenced when targeting complimentary commercial uses and opportunities for increased value capture. Due to the concentration and diversity of uses in this Node, appropriate land use transitions to adjacent Communities is critical. The anchor of the Super Regional Node should be employment and they daytime population created by those positions, and the Super Regional Node should have the highest level of development intensity of all Nodes.

Analysis

The subject property is located on approximately 27.8-acres and zoned "RS" (Retail Services). This site is currently undeveloped, and within the "Super Regional Node" land use district. Both blocks are platted lots in the Kyle Marketplace Section 2 subdivision, with Marketplace Avenue being the primary north/side divider. The 8.3-acre section will be subdivided out of the total 19.2 acre parcel, and the 19.5-acre tract behind Target will be replatted to account for future development on the block.

The Super Regional Node is the land use district associated with the 27.8-acres. The Super Regional Node is the area of town that is expected to be the highest density and have the highest intensity of uses in Kyle. Its Super Regional status is intentionally designed to draw citizens from all over Central Texas. Large scale businesses such as Seton Hospital, HEB Plus, Target, etc. reflect the intent of the area. The MXD zoning district is recommended in this land use district, and high density, vertical mixed use development is also required with the MXD zoning district.

The MXD zoning district is one that requires all buildings to be designed as vertical mixed use (ground floor commercial with multifamily units on the second floor and above. The buildings are required to be built within a certain distance to the street, activated the street network, for pedestrians to patronize said businesses. Street parking is required, with street trees, wider sidewalks and associated ancillary improvements to better account for the pedestrian area. Parking for the apartments is internal to the site (behind the buildings).

The existing street network creates a functional classification for the project, and mirrors traditional lot & block patterns to create a higher density, urban pattern. Water and wastewater will adequately serve the site, and stormwater controls are in place with the existing improvements.

At the February 8, 2022, Planning & Zoning Commission meeting, the Commission vote 5-0 to recommend approval. A brief discussion regarding the preceding rezoning request by JLL for "R-3-3 (Multifamily), was held prior to the vote.

Recommendation

The site has sufficient utilities, road infrastructure, and supports the Comprehensive Plan. Staff supports the request and asks the Mayor & Council to provide a vote in support of the zoning request.

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 53 (ZONING) OF THE CITY OF KYLE, TEXAS, FOR THE PURPOSE OF REZONING APPROXIMATELY 8.32 ACRES OF LAND FROM RETAIL SERVICE DISTRICT 'RS' TO MIXED-USE DEVELOPMENT 'MXD' FOR PROPERTY LOCATED AT KYLE MARKETPLACE SECTION 2, LOT A AND 19.48 ACRES OF LAND FROM RETAIL SERVICE DISTRICT 'RS' TO MIXED-USE DEVELOPMENT 'MXD' FOR PROPERTY LOCATED AT KYLE MARKETPLACE SECTION 2, BLOCK F, IN HAYS COUNTY, TEXAS. (CSW KC II, LLC – Z-21-0089); AUTHORIZING THE CITY SECRETARY TO AMEND THE ZONING MAP OF THE CITY OF KYLE 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 the zoning district map of the City of Kyle adopted in Chapter 53 (Zoning) be and the same is hereby amended to rezone approximately 8.32 acres of land from Retail Service District 'RS' to Mixed-Use Development 'MXD' for property located at Kyle Marketplace Section 2, Lot A and 19.48 acres of land from Retail Service District 'RS' to Mixed-Use Development 'MXD' for property located at Kyle Marketplace Section 2, Block F, as shown on the property location map labeled Exhibit B.

SECTION 2. That the City Secretary is hereby authorized and directed to designate the tract of land zoned herein as such on the zoning district map of the City of Kyle 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 _____, 2022, 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 _____, 2022, 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 _____, 2022.

Travis Mitchell, Mayor

ATTEST:

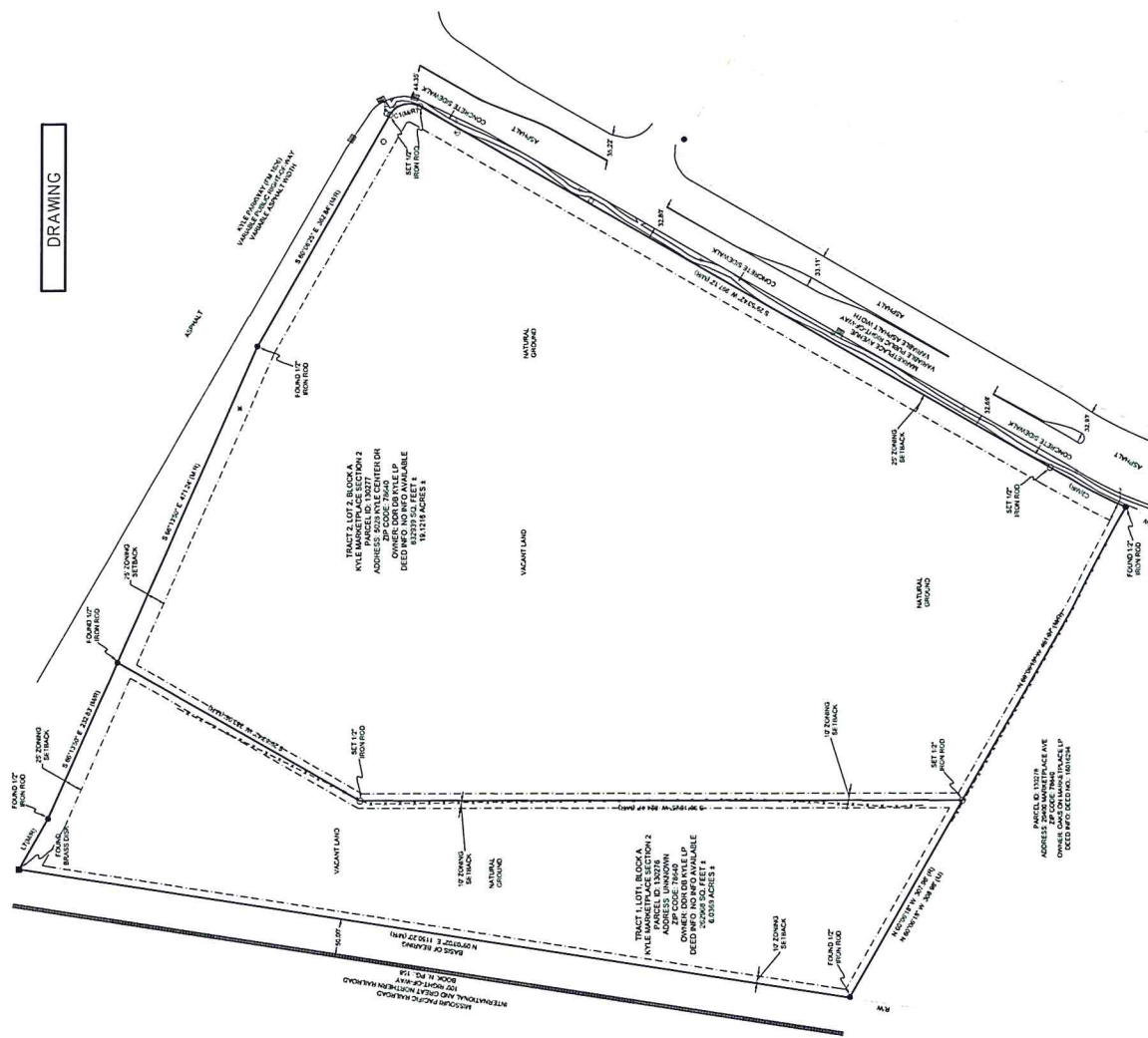
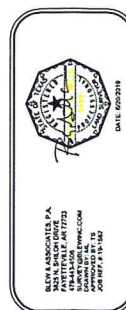
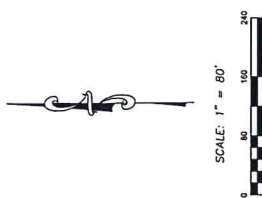
Jennifer Holm, City Secretary

EXHIBIT ‘A’

**American
National**

Commercial Real Estate
Due Diligence Management
3463 South Arlington Rd Suite E#183
Akron, OH 44312
866.250.8121
www.amnational.net

LEGEND OF SYMBOLS & ABBREVIATIONS

[illegible]

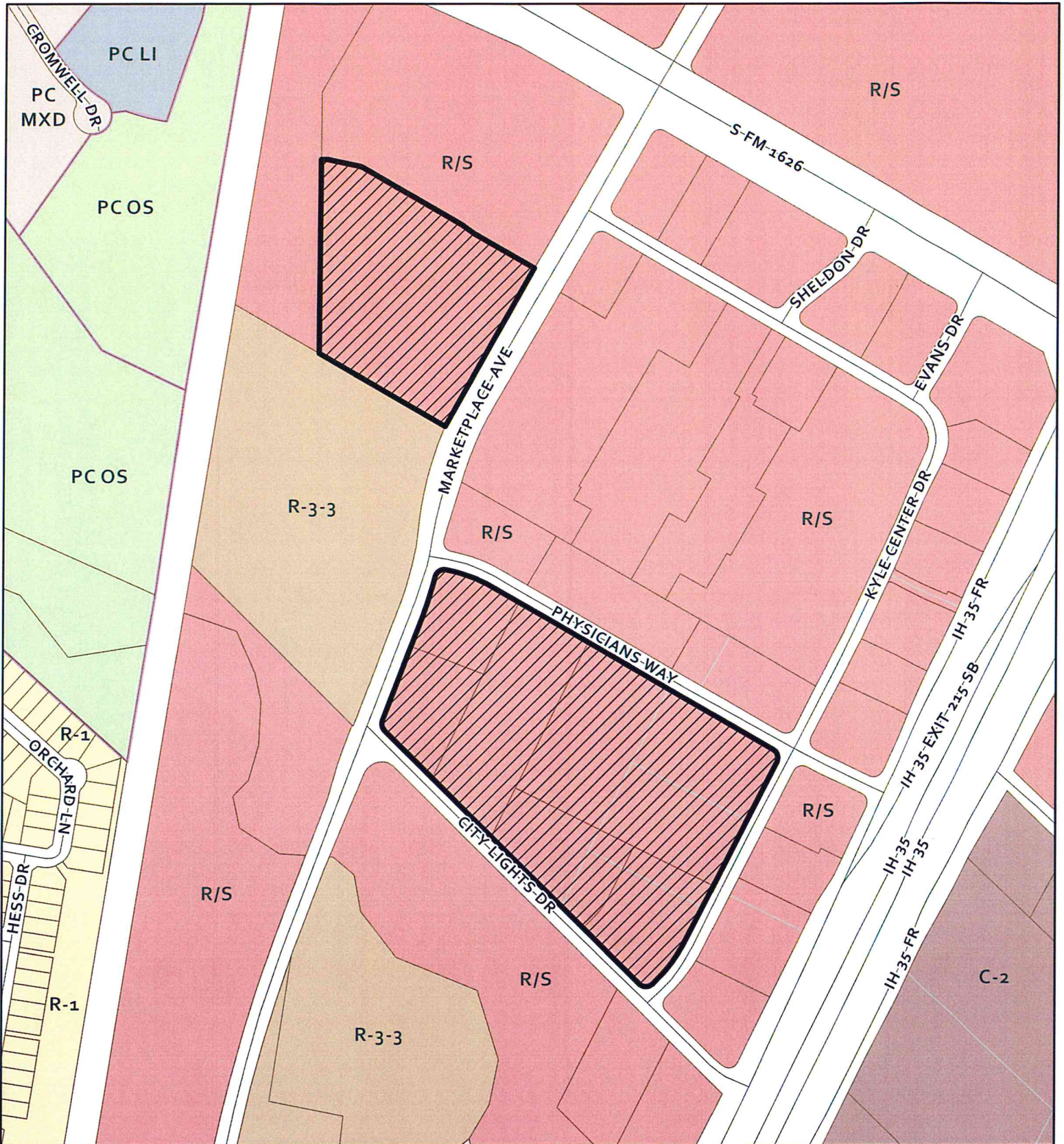
Line	HEATERS	COSTANCE
13049	16 000 000 44 E	194.507
13051	16 000 000 42 E	194.507
13211	16 000 000 17 E	190.55
13212	16 000 000 20 E	190.55
13213	16 000 000 25 E	193.52
13214	16 770 000 00 E	193.52
13215	16 770 000 00 E	193.52
14108	16 770 000 00 E	203.99
14109	16 770 000 00 E	203.99
14100	16 440 000 00 E	219.63
13241	16 000 000 00 E	79.297
10141	16 620 000 00 E	706.54

[illegible]

Exhibit B

27.81 Acres on Marketplace Ave

Zoning Case: Z-21-0089



 Change from R/S to MXD Zoning

0 250 500 1,000 Feet

® Item # 18



9/23/2021

Re: Update to Owner's Summary Request Letter dated September 2, 2021 for the Rezone of CSW KC II, LLC

To whom it may concern,

CSW KC II, LLC (CSW) submitted for the rezoning of Kyle Marketplace Section 2, Lot 1, 1B, 1C, 2, 3, & 4, consisting of 19.4861 acres on September 2, 2021. CSW will need to update this application to include an additional 8.32 acres from Lot 2 of Block "A" of Kyle Marketplace Section 2. CSW intends to replat Lot 2 of Block "A", and the 8.32 acres as shown in **Exhibit A** will be a separate parcel. The current tract belongs to parent parcel R130277 of Hays County Appraisal District's property ID.

In addition, the original application was a request for use change from RS to R-3-3. CSW is requesting this application to be updated to read the use change from RS to MXD.

The revised rezone request application now totals 27.8061 acres request for the land to be rezoned to allow multi-family mixed use development (MXD).

Sincerely,

A handwritten signature in blue ink, appearing to be "KH", with a stylized flourish extending to the right.

Kevin Hunter
Manager of CSW KC II, LLC
khunter@cswdevelopment.com
512-861-3545

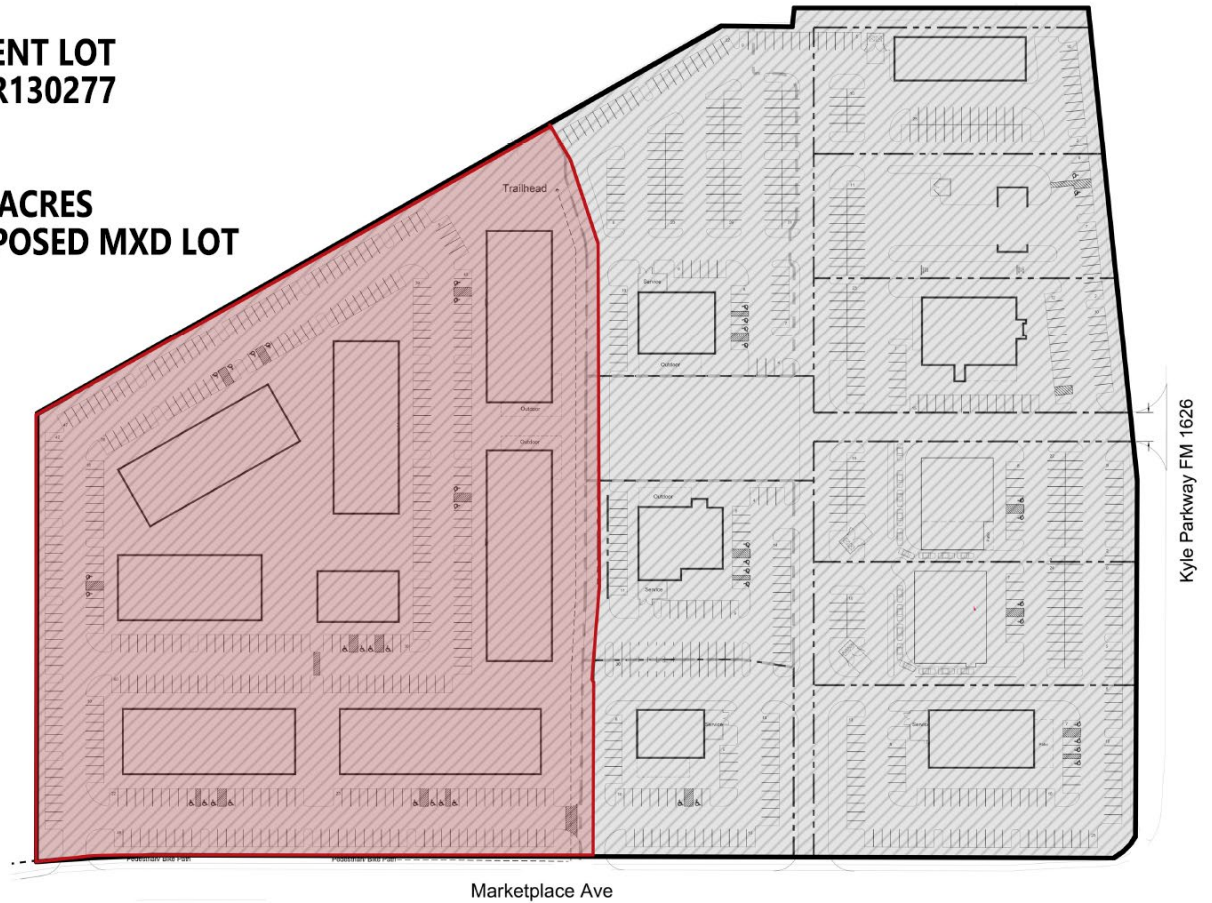
EXHIBIT A



**PARENT LOT
PID R130277**



**8.32 ACRES
PROPOSED MXD LOT**



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
(County of Hays, State of Texas)

As of this 31st day of August, 2021, **DDR DB KYLE LP**, a Texas limited partnership ("**Grantor**"), whose address is 3300 Enterprise Parkway, Beachwood, Ohio 44122, hereby GRANTS, BARGAINS, SELLS and CONVEYS to **CSW KC II, LLC**, a Texas limited liability company ("**Grantee**"), whose address is 1703 W. 5th Street, Suite 850, Austin, Texas 78703 Attn: Robert O'Farrell, for the sum of Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration, all that certain tract of land situated in Hays County, Texas, more particularly described on **Exhibit A** attached hereto and made a part hereof, together with all appurtenances thereon or in anywise appertaining thereto and all buildings, structures, fixtures, and other improvements located thereon, if any (said land, appurtenances, and improvements being hereinafter referred to, collectively, as the "**Property**").

The above-described property is conveyed subject to those matters more particularly described in **Exhibit B** attached hereto and made a part hereof for all purposes (collectively, the "**Permitted Exceptions**").

TO HAVE AND TO HOLD the Property, with all and singular the tenements, hereditaments and appurtenances thereto belonging or in any wise appertaining, unto Grantee and Grantee's successors and assigns, forever; Grantor hereby covenanting that (i) the Property is free and clear from any encumbrance done or suffered by Grantor, except for the Permitted Exceptions, and (ii) Grantor will warrant and defend the title to the Property unto Grantee and Grantee's successors and assigns forever against the lawful claims and demands of all persons claiming or to claim the same, by, through or under Grantor, except for the Permitted Exceptions.

BY ACCEPTANCE OF THIS DEED, Grantee, on behalf of itself and all future owners and occupants of the Property, hereby waives and releases Grantor from any claims arising out of the environmental condition of the Property and all claims under any applicable federal, state or local laws ("**Environmental Laws**"). The term "Environmental Laws" include, without

limitation, the Comprehensive Environmental Response, Compensation and Liability Act ("**CERCLA**"), 42 U.S.C. § 9601 et seq. and the Resource Conservation and Recovery Act ("**RCRA**"), 42 U.S.C. § 6901 et seq., as amended from time to time; and any similar federal, state and local laws and ordinances and the regulations and rules implementing such statutes, laws and ordinances. The foregoing waiver and release shall be binding upon all future owners and occupants of the Property.


*[Remainder of this page intentionally left blank;
signature and acknowledgment on the following page.]*

IN WITNESS WHEREOF, Grantor has caused this Deed to be executed effective as of the day and year first above written.

GRANTOR:

DDR DB KYLE LP,
a Texas limited partnership

By: DDR Kyle Holdings LLC,
a Delaware limited liability company,
Its: General Partner

By: 
Print: John M Cattonar
Title: Authorized Officer

STATE OF New York §
§ ss:
COUNTY OF Schenectady §

BEFORE ME, a Notary Public in and for said County and State, personally appeared John M Cattonar, the Authorized Officer of DDR Kyle Holdings LLC, the general partner of DDR DB KYLE LP, a Texas limited partnership, personally known to me, who acknowledged that he did execute the foregoing instrument on behalf of DDR Kyle Holdings LLC, as the general partner of DDR DB KYLE LP, who acknowledged that: (i) he did sign the foregoing instrument for and on behalf of said limited partnership, being thereunto duly authorized; (ii) he understands the document and the consequences of executing the document by signing it; and (iii) the same is his free act and deed individually and in his capacity indicated above, and the free act and deed of the limited partnership.

This is an acknowledgment certificate; no oath or affirmation was administered to the signer with regard to this notarial act.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this ____ day of August, 2021.

GARY HART
Notary Public, State of New York
No. 01HA508824
Qualified in Nassau County
Commission Expires November 17, 2021


Notary Public

Name: GARY HART

My commission expires: 11/17/2021

[Signature Page to Special Warranty Deed]

This Document was Prepared By:

DDR DB KYLE LP
c/o SITE Centers Corp.
3300 Enterprise Parkway
Beachwood, Ohio 44122
Attn: Legal Department
(216) 755-5500

After Recording, Mail To:

CSW KC II, LLC
1703 W. 5th Street, Suite 850
Austin, Texas 78703
Attn: Robert O'Farrell

Send Subsequent Tax Bills To:

CSW KC II, LLC
1703 W. 5th Street, Suite 850
Austin, Texas 78703
Attn: Robert O'Farrell

EXHIBIT A TO DEEDLegal Description

TRACT 1:

LOT 1, BLOCK A, KYLE MARKETPLACE SECTION 2, A SUBDIVISION IN HAYS COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF, RECORDED IN VOLUME 14, PAGES 330-333, PLAT RECORDS OF HAYS COUNTY, TEXAS. (6.0119 ACRES)

For Information Purposes Only:
APN: R130276

TRACT 2:

LOT 2, BLOCK A, KYLE MARKETPLACE SECTION 2, A SUBDIVISION IN HAYS COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF, RECORDED IN VOLUME 14, PAGES 330-333, PLAT RECORDS OF HAYS COUNTY, TEXAS. (19.1216 ACRES)

For Information Purposes Only:
APN: R130277

TRACT 3:

LOT 7, BLOCK G, KYLE MARKETPLACE SECTION 2, A SUBDIVISION IN HAYS COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF, RECORDED IN VOLUME 14, PAGES 330-333, PLAT RECORDS OF HAYS COUNTY, TEXAS. (1.3905 ACRES)

For Information Purposes Only:
APN: R130305

TRACT 4:

LOT 6A, BLOCK G, KYLE MARKETPLACE SECTION 2, REPLAT OF LOTS 5 AND 6, BLOCK G, A SUBDIVISION IN HAYS COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF, RECORDED IN VOLUME 19, PAGES 36-37, PLAT RECORDS OF HAYS COUNTY, TEXAS. (2.17 ACRES)

For Information Purposes Only:
APN: R146392

TRACT 5:

LOT 1B, BLOCK F, KYLE MARKETPLACE SECTION 2 AMENDING PLAT OF THE REPLAT OF LOTS 1, 2, 3 & 4, BLOCK F, A SUBDIVISION IN HAYS COUNTY, TEXAS, AMENDED PLAT OF LOTS 1, 2, 3 AND 4, BLOCK F, ACCORDING TO THE MAP OR PLAT THEREOF, RECORDED IN VOLUME 17, PAGE 200, PLAT RECORDS OF HAYS COUNTY, TEXAS. (1.5938 ACRES)

For Information Purposes Only:
APN: R131692

TRACT 6:

LOT 1C, BLOCK F, KYLE MARKETPLACE SECTION 2, AMENDING PLAT OF THE REPLAT OF LOTS 1, 2, 3 & 4, BLOCK F, A SUBDIVISION IN HAYS COUNTY, TEXAS, AMENDED PLAT OF LOTS 1, 2, 3 AND 4, BLOCK F, ACCORDING TO THE MAP OR PLAT THEREOF, RECORDED IN VOLUME 17, PAGE 200, PLAT RECORDS OF HAYS COUNTY, TEXAS. (1.6839 ACRES)

For Information Purposes Only:
APN: R131693

TRACT 7:

LOT 1, BLOCK F, KYLE MARKETPLACE SECTION 2, AMENDING PLAT OF THE REPLAT OF LOTS 1, 2, 3 & 4, BLOCK

F, A SUBDIVISION IN HAYS COUNTY, TEXAS, AMENDED PLAT OF LOTS 1, 2, 3 AND 4, BLOCK F, ACCORDING TO THE MAP OR PLAT THEREOF, RECORDED IN VOLUME 17, PAGE 200, PLAT RECORDS OF HAYS COUNTY, TEXAS. (3.7667 ACRES)

For Information Purposes Only:
APN: R130295

TRACT 8:

LOT 2, BLOCK F, KYLE MARKETPLACE SECTION 2, AMENDING PLAT OF THE REPLAT OF LOTS 1, 2, 3 & 4, BLOCK F, A SUBDIVISION IN HAYS COUNTY, TEXAS, AMENDED PLAT OF LOTS 1, 2, 3 AND 4, BLOCK F, ACCORDING TO THE MAP OR PLAT THEREOF, RECORDED IN VOLUME 17, PAGE 200, PLAT RECORDS OF HAYS COUNTY, TEXAS. (7.9054 ACRES)

For Information Purposes Only:
APN: R130296

TRACT 9:

LOT 3, BLOCK F, KYLE MARKETPLACE SECTION 2, AMENDING PLAT OF THE REPLAT OF LOTS 1, 2, 3 & 4, BLOCK F, A SUBDIVISION IN HAYS COUNTY, TEXAS, AMENDED PLAT OF LOTS 1, 2, 3 AND 4, BLOCK F, ACCORDING TO THE MAP OR PLAT THEREOF, RECORDED IN VOLUME 17, PAGE 200, PLAT RECORDS OF HAYS COUNTY, TEXAS. (2.2861 ACRES)

For Information Purposes Only:
APN: R130297

TRACT 10:

LOT 4, BLOCK F, KYLE MARKETPLACE SECTION 2, AMENDING PLAT OF THE REPLAT OF LOTS 1, 2, 3 & 4, BLOCK F, A SUBDIVISION IN HAYS COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF, RECORDED IN VOLUME 17, PAGE 200, PLAT RECORDS OF HAYS COUNTY, TEXAS. (2.2501 ACRES)

For Information Purposes Only:
APN: R130298

EXHIBIT B TO DEED**Permitted Exceptions**

1. Real estate taxes and assessments, both general and special, for the year 2021 and subsequent years, which are not yet due and payable.
2. Applicable zoning and building ordinances.
3. Those matters disclosed by that certain ALTA/NSPS Land Title Survey, dated April 24, 2019, last revised _____, prepared by Brad Wells (Land Surveyor No. 5499) of Blew & Associates, P.A., Network Reference No. 20190495-001.
4. Declarations, conditions, covenants, restrictions, easements, rights of way and other matters of record, including without limitation, those items shown on the subdivision plat of the Property, and the following exceptions:
 - a. Any and all easements, building lines, and conditions, covenants, and restrictions as set forth in plat recorded under Volume 14, Page(s) 330-333, Plat Records of Hays County, Texas; Volume 17, Page 200, Plat Records of Hays County, Texas; and Volume 19, Page(s) 36-37, Plat Records of Hays County, Texas.
 - b. Ingress, Egress and Parking Easements granted in favor of McDonald's USA, LLC, as evidenced and disclosed by that Memorandum of Lease Agreement recorded August 12, 2009, under Instrument No. 2009-90021310 (Volume 3714, Page 91), Official Public Records of Hays County, Texas; as affected by that Assignment and Assumption recorded under Instrument No. 2010-10014355 (Volume 3894, Page 291), Official Public Records of Hays County, Texas.
 - c. Utility Easement granted in favor of Pedernales Electric Cooperative, Inc. recorded July 14, 2008, under Instrument No. 2008-80019031 (Volume 3429, Page 595), Official Public Records of Hays County, Texas.
 - d. Terms, conditions, stipulations, assessments, restrictions and easements set forth in that Declaration of Slope Easement and Restriction Agreement recorded October 3, 2005, under Instrument No. 2005- 05028861 (Volume 2779, Page 688), Official Public Records of Hays County, Texas.
 - e. Terms, conditions, stipulations, assessments, restrictions and easements set forth in that Development Agreement recorded June 29, 2007, under Instrument No. 2007-70018935 (Volume 3197, Page 426), Official Public Records of Hays County, Texas; as affected by that Indemnification Agreement recorded under Instrument No. 18019344, Official Public Records of Hays County, Texas; and as further affected by that Assignment and Assumption of Indemnification Agreement recorded under Instrument No. 18044402, Official Public Records of Hays County, Texas.

- f. Terms, conditions, stipulations, assessments, restrictions and easements set forth in that Declaration of Drainage and Access Easements, Covenants and Conditions recorded April 17, 2008, under Instrument No. 2008-80010148 (Volume 3369, Page 798), Official Public Records of Hays County, Texas; as affected by that First Amendment recorded under Instrument No. 2016-16016117, Official Public Records of Hays County, Texas; and as affected by that Second Amendment recorded under Instrument No. 18043798, Official Public Records of Hays County, Texas.
- g. Terms, conditions, stipulations, assessments, restrictions and easements set forth in that Operation and Easement Agreement recorded April 17, 2008, under Instrument No. 2008-80010151 (Volume 3370, Page 1), Official Public Records of Hays County, Texas; as affected by that Amended and Restated Operation and Easement Agreement recorded under Instrument No. 2008-80031597 (Volume 3507, Page 282), Official Public Records of Hays County, Texas; as affected by that Memorandum of Developer Acquisition Rights Agreement recorded under Instrument No. 2008-80031599 (Volume 3507, Page 391), Official Public Records of Hays County, Texas; As affected by that First, Second and Third Amendment to Amended and Restated Operation and Easement Agreement recorded under Instrument No. 2009-90002321 (Volume 3580, Page 484), Instrument No. 2009-90022603 (Volume 3722, Page 436), and Instrument No. 2012-12015941 (Volume 4363, Page 405), Official Public Records of Hays County, Texas; as affected by that Agreement recorded under Instrument No. 18044403, Official Public Records of Hays County, Texas.
- h. Terms, conditions and stipulations set forth in that Economic Development Agreement and City of Kyle License Agreement recorded October 22, 2008, under Instrument No. 2008-80031656 (Volume 3507, Page 797) and Instrument No. 2008-80031657 (Volume 3507, Page 827), Official Public Records of Hays County, Texas; as affected by that Indemnification Agreement recorded under Instrument No. 18019344, Official Public Records of Hays County, Texas; as affected by that Assignment and Assumption of Indemnification Agreement recorded under Instrument No. 18044402, Official Public Records of Hays County, Texas; and as further affected by that Agreement recorded under Instrument No. 18044403, Official Public Records of Hays County, Texas.
- i. Terms, conditions and stipulations set forth in that Sign Easement Agreement recorded January 26, 2010, under Instrument No. 2010-10000279 (Volume 3803, Page 228), Official Public Records of Hays County, Texas; as affected by that Agreement recorded under Instrument No. 18044403, Official Public Records of Hays County, Texas.
- j. Terms, conditions, stipulations, assessments, restrictions and easements set forth in that Declaration of Covenants and Restrictions recorded January 6, 2010, under Instrument No. 2010-10000277 (Volume 3803, Page 195), Official Public Records

of Hays County, Texas; as affected by that Agreement recorded under Instrument No. 18044403, Official Public Records of Hays County, Texas.

- k. Terms, conditions, stipulations, assessments, restrictions and easements set forth in that Restrictive Covenant, Development, Operating and Easement Agreement recorded July 31, 2013, under Instrument No. 2013-13025633 (Volume 4708, Page 218), Official Public Records of Hays County, Texas.
- l. Terms, conditions, stipulations, assessments, restrictions and easements set forth in that Reciprocal Easement and Restrictive Covenant Agreement recorded April 29, 2015, under Instrument No. 2015-15012563 (Volume 5199, Page 592), Official Public Records of Hays County, Texas.
- m. Terms, conditions, stipulations, assessments, restrictions and easements set forth in that Reciprocal Easement and Restrictive Covenant Agreement recorded May 24, 2016, under Instrument No. 2016-16016295, Official Public Records of Hays County, Texas; as affected by that Agreement recorded under Instrument No. 18044403, Official Public Records of Hays County, Texas.
- n. Terms, conditions and stipulations set forth in that Commercial System Installation Agreement granted in favor of Time Warner Cable Texas LLC, recorded October 13, 2017, under Instrument No. 17038473, Official Public Records of Hays County, Texas.
- o. Terms, conditions, stipulations, assessments, restrictions and easements set forth in that Reciprocal Easement and Restrictive Covenant Agreement recorded February 28, 2018, under Instrument No. 18007084, Official Public Records of Hays County, Texas; as affected by that First Amendment recorded under Instrument No. 18038577, Official Public Records of Hays County, Texas.
- p. Terms, conditions, stipulations, assessments, restrictions and easements set forth in that Reciprocal Easement and Restrictive Covenant Agreement recorded July 2, 2018, under Instrument No. 18023252, Official Public Records of Hays County, Texas; as affected by that First Amendment recorded under Instrument No. 18038578, Official Public Records of Hays County, Texas.
- q. Agreement dated December 14, 2018, by and between DDR DB Kyle LP and Kyle Crossing Holdings, LLC, and recorded on December 20, 2018 under Instrument No. 18044403, Official Public Records of Hays County, Texas.

**THE STATE OF TEXAS
COUNTY OF HAYS**

I hereby certify that this instrument was FILED on the
date and the time stamped hereon by me and was duly
RECORDED in the Records of Hays County, Texas.

21048116 DEED
09/01/2021 10:55:40 AM Total Fees: \$58.00

Elaine H. Cárdenas, MBA, PhD, County Clerk
Hays County, Texas



LANDOWNER AUTHORIZATION AND AFFIDAVIT OF OWNERSHIP

SUBJECT PROPERTY INFORMATION

Subdivision Name, Block, Lot, or legal description if not subdivided: Kyle Marketplace Section 2, Lot 1, 1B, 1C, 2, 3, & 4, Block F

of lots (if subdivided): 6 # of acres: 19.4861

Site APN/Property ID #(s): R131692, R131693, R130295, R130297, R130298, R130296

Location: Kyle Marketplace County: Hays County

Development Name: KC II

OWNER

Company/Applicant Name: CSW KC II, LLC

Authorized Company Representative (if company is owner): Kevin Hunter

Type of Company and State of Formation: Texas limited liability company, Formed in Texas

Title of Authorized Company Representative (if company is owner): Manager

Applicant Address: 1703 W 5th Street, Suite 850, Austin, Texas 78703

Applicant Fax: 737-346-3555

Applicant Phone: 512-861-3545

Applicant/Authorized Company Representative Email: khunter@cswwdevelopment.com

APPLICANT REPRESENTATIVE

Check one of the following:

 . I will represent the application myself; or

 X I hereby designate Travis Sawvell 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: CSW KC II LLC
Kevin Hunter Date: 9/2/21

State of TEXAS §

§

County of TRAVIS §

This instrument was acknowledged before me on 2 September, 2021 by Kevin Hunter who is a Manager of CSW KC II, LLC, a Texas limited liability company.



SUBSCRIBED AND SWORN TO before me, this
the 2 day of September, 2021.

Stephanie Montemayor
Notary Public's Signature

11/5/23
My Commission Expires

PROJECT REPRESENTATIVE


Representative Name: _____
Representative Address: _____
Representative Phone: _____
Representative Email: _____
Representative's Signature: _____ Date: _____



As of : 02/03/2022 10:37:06

This page is valid for most business transactions but is not sufficient for filings with the Secretary of State

[Obtain a certification](#) for filings with the Secretary of State.

CSW KC II, LLC	
Texas Taxpayer Number	32079995232
Mailing Address	1703 W 5TH ST STE 850 AUSTIN, TX 78703-5357
 Right to Transact Business in Texas	ACTIVE
State of Formation	TX
Effective SOS Registration Date	07/01/2021
Texas SOS File Number	0804140592
Registered Agent Name	TODD M WALLACE
Registered Office Street Address	1703 W. 5TH STREET, SUITE 850 AUSTIN, TX 78703



CITY OF KYLE

Planning Department

100 W. Center Street, Kyle, Texas 78640 (512) 262-1010



NOTICE OF PUBLIC HEARINGS ON A PROPOSED ZONING CHANGE

NOTICE IS HEREBY GIVEN TO ALL INTERESTED PERSONS, THAT:
(Z-21-0089)

The City of Kyle shall hold a public hearing on a request by Travis Sawvell, (Z-21-0089) to rezone approximately 8.32 acres of land from 'RS' to 'MXD' for property located at Kyle Marketplace Sec. 2, Lot A & 19.48 acres of land from 'RS' to 'MXD' for property located at Kyle Marketplace Sec. 2, Block F, in Hays County, Texas.

The Planning and Zoning Commission may recommend, and the City Council may consider, assigning any zoning district which is equivalent or more restrictive.

A public hearing will be held by the Planning and Zoning Commission on Tuesday, February 8, 2022, at 6:30 P.M.

A public hearing will be held by the Kyle City Council on Tuesday, February 15, 2022, at 7:00 P.M.

This meeting will take place at 100 W. Center Street, Kyle, Texas 78640; Spectrum 10.
<https://www.cityofkyle.com/kyletv/kyle-10-live>

Owner: CSW KC II, LLC
Agent: Travis Sawvell (512) 810-8154



You may send your written comments to the Planning Department, 100 W. Center St., Kyle, Texas 78640 (attention: Zoning File # Z-21-0089).

Name: SHeldon TANGLEWOOD Ltd Address: % Rick Sheldon Real Estate
By: Rick Sheldon 601 Sonterra Blvd.
San Antonio, TX 78258

☒ I am in favor, this is why _____

☐ I am not if favor, and this is why _____



CITY OF KYLE, TEXAS

Annexation Blanco River Ranch - Toll Brothers

Meeting Date: 3/1/2022

Date time: 7:00 PM

Subject/Recommendation: *(Second Reading)* An ordinance of the City of Kyle, Texas, annexing 201.377 acres of land, more or less located at 1899 Six Creeks Blvd., Hays County, including the abutting streets, roadways, and rights-of-way into the corporate limits of the City of Kyle. (Blanco River Ranch Properties, LP - ANNX-21-0014) ~ *Will Atkinson, Senior Planner*

City Council voted 6-1 to approve the ordinance on first reading.

Other Information:

Legal Notes:

Budget Information:

ATTACHMENTS:

Description

- ☐ Staff Memo
- ☐ Annexation Ordinance
- ☐ Annexation Schedule
- ☐ Request Letter
- ☐ Survey
- ☐ Landowner Authorization Letter



CITY OF KYLE

Community Development Department

MEMORANDUM

TO: Mayor & Council

FROM: Will Atkinson – Senior Planner

DATE: Tuesday, January 4, 2022

SUBJECT: Annexation – Toll Brothers (ANNX-21-0014)

REQUEST

Upon request of the applicant, staff presents the annexation of approximately 201.377 acres, located at 1899 Six Creeks Blvd (Hays County, TX).

STAFF ANALYSIS

Over the last several months, representatives of Blanco River Ranch and Toll Brothers have coordinated with the City to purchase the 201.377-acres at 1899 Six Creeks Blvd. This property is the first project in “Phase 2” of the Blanco River Ranch property. It’s located just east of the designated commercial area (adjacent to the FM 150 Bypass/Waterridge Blvd), and north of the next section of Six Creeks Blvd. Toll Brothers is a high end, single-family residential builder and they plan to construct a subdivision within the afore mentioned acreage.

The acreage to be annexed sits within the Sensitive/Sustainable Land Use District, and has development regulations are currently controlled by the “Blanco River Ranch Interim Annexation and Development Agreement”. An updated development agreement will also be forthcoming in the near future, to account for more up-to-date development standards.

Sensitive/Sustainable Zoning Districts (per the development agreement)

Allowed: R-1-1, R-1-2, RS

Following annexation, the following processes will be followed to develop the site:

- Zoning
- Subdivision
- Building Permit(s)

The City of Kyle will provide water and wastewater to the site. Six Creeks Blvd will provide primary access to the project, with Waterridge Blvd (FM 150 Bypass) providing future connectivity when constructed.

Upon acceptance of this petition, a public hearing and first reading will be set for January 4th, 2022. A second reading of the ordinance will be set for January 18th, 2022.

***Following a conversation with the applicant, staff asks the Mayor & Council to open and close the public hearing, and then postpone consideration of the annexation request until January 18th, 2022 & February 1st, 2022.**

RECOMMENDATION

Staff recommends acceptance of the petition by resolution and asks the Mayor & Council to vote in affirmative, supporting the petition.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF KYLE, TEXAS ANNEXING 201.377 ACRES OF LAND, MORE OR LESS, LOCATED AT 1899 SIX CREEKS BLVD, 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.

WHEREAS, the City of Kyle, Texas, (the “City”) is a home rule municipality authorized by State law to annex territory lying adjacent and contiguous to the City;

WHEREAS, the owner of the property, as hereinafter described, made written request for the City to annex such property in compliance with the *Tex. Loc. Gov't. Code*;

WHEREAS, the property is adjacent and contiguous to the present city limits;

WHEREAS, the City Council heard and has decided to grant the owner’s request that the City annex said property;

WHEREAS, a public hearing was conducted prior to consideration of this Ordinance in accordance with §43.0673 of the *Tex. Loc. Gov't. Code*;

WHEREAS, notice of the public hearing was published not more than twenty (20) nor less than ten (10) days prior to the public hearing;

WHEREAS, the City intends to annex property at request of the property owner according to the metes & bounds survey attached hereto as Exhibit “1”;

WHEREAS, the City intends to provide services to the property to be annexed according to the Service Plan attached hereto as Exhibit “2”.

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

SECTION 1. That all of the above premises and findings of fact are found to be true and correct and are incorporated into the body of this Ordinance as if copied in their entirety.

SECTION 2. All portions of the following described property (hereinafter referred to as the “Annexed Property”), not previously annexed into the City, including the abutting streets, roadways and rights-of-way, are hereby annexed into the corporate limits of the City:

Tract 1: Being 107.906 acres of land, more or less, out of the Caleb W. Baker Survey, Abstract No. 31, in Hays County, Texas, being out of 1971.29 acres, designated as Tract 1, in a deed from the State of Texas to Blanco River Ranch Properties, LP, as recorded in

Volume 5230, Page 583, Official Public Records of Hays County, Texas, and being more particularly described by metes and bounds in Exhibit “A” attached hereto.

Tract 2: Being 74.615 acres of land, more or less, out of the Caleb W. Baker Survey, Abstract No. 31, in Hays County, Texas, being out of 1971.29 acres, designated as Tract 1, in a deed from the State of Texas to Blanco River Ranch Properties, LP, as recorded in Volume 5230, Page 583, Official Public Records of Hays County, Texas, and being more particularly described by metes and bounds in Exhibit “B” attached hereto.

Tract 3: Being 18.856 acres of land, more or less, out of the Caleb W. Baker Survey, Abstract No. 31, in Hays County, Texas, being out of 1971.29 acres, designated as Tract 1, in a deed from the State of Texas to Blanco River Ranch Properties, LP, as recorded in Volume 5230, Page 583, Official Public Records of Hays County, Texas, and being more particularly described by metes and bounds in Exhibit “C” attached hereto.

SECTION 3. That the Service Plan submitted herewith is hereby approved as part of this Ordinance, made a part hereof and attached hereto as Exhibit “2”.

SECTION 4. That the future owners and inhabitants of the Annexed Property shall be entitled to all of the rights and privileges of the City as set forth in the Service Plan attached hereto as Exhibit “B”, and are further bound by all acts, ordinances, and all other legal action now in full force and effect and all those which may be hereafter adopted.

SECTION 5. That the official map and boundaries of the City, heretofore adopted and amended be and hereby are amended so as to include the Annexed Property as part of the City of Kyle.

SECTION 6. That the Annexed Property shall be temporarily zoned agricultural district A as provided in the City Zoning Ordinance, as amended, until permanent zoning is established therefore.

SECTION 7. The Annexed Property shall be assigned to Council District No. 4.

SECTION 8. That 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 9. That this Ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of the *Tex. Loc. Gov't. Code*.

SECTION 10. 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, Tex. Gov't. Code*.

PASSED AND APPROVED on First Reading this ____ day of _____, 2021.

FINALLY PASSED AND APPROVED on this ____ day of _____, 2021.

ATTEST:

CITY OF KYLE, TEXAS

Jennifer Holm City Secretary

Travis Mitchell, Mayor

Exhibit “1”

SUBJECT PROPERTY DESCRIPTION
+/- 201.377 Acres

URBANCIVIL

EXHIBIT "A"

Job No. 2104.04.NB
September 3, 2021

107.906 Acres Tract One

State of Texas County of Hays

Fieldnotes, for 107.906 Acres, situated in the Caleb W. Baker Survey, Abstract Number 31, Hays County, Texas, being out of 1971.29 Acres, designated Tract I, in a Deed from the State of Texas to Blanco River Ranch Properties, LP, as recorded in Volume 5230, Page 583 of the Official Public Records of Hays County, Texas; said 107.906 Acres being more fully described by metes and bounds as follows;

Commencing, at a X Chiseled in Rock found, on the Northeast Right-of-Way of Waterridge Boulevard, *Not Constructed* (also known as RM 150), as recorded in Instrument Number 19038653 Of the Plat Records of Hays County Texas, for the South corner of a 134.86 Acre tract, described in a Deed from Charles M. Decker, IV, John Albert Decker and Nancy R. Decker, individually and as Independent Executrix of the Estate of James W. Decker, to Auburn E. Dennis and Shara B. Dennis, as recorded in Volume 1057, Page 225 of the said Official Public Records, an Inner Ell corner of the said 1971.29 Acre tract, from whence, an 8 Inch Cedar Fence Corner Post found, for a North corner of the said 1971.29 Acre tract, bears North 29°06'16" West, 2803.20 Feet;

Thence, North 43°17'51" East, with the common line of the Northeast Right-of-Way of the said Waterridge Boulevard, a Southeast line of the said 134.86 Acre tract and a Northwest line of the said 1971.29 Acre tract, 23.91 Feet, to a ½ Inch Iron Rod with Yellow Plastic Cap stamped "Atwell LLC" found, for a corner of the Northeast Right-of-Way of the said Waterridge Boulevard, the **Point of Beginning** and West corner of this tract;

Thence, North 43°17'51" East, continuing with the Southeast line of the said 134.86 Acre tract and the Northwest line of the said 1971.29 Acre tract, at 1391.55 Feet, pass a ½ Inch Iron Rod found, 2.91 Feet left of line, for the South corner of Arroyo Ranch Section Two, as recorded in Volume 10, Page 218 of the said Plat Records, at 1698.18 Feet, pass a ½ Inch Iron Rod found, 1.49 Feet Left of line, for the West corner of Arroyo Ranch Section One, as recorded in Volume 10, Page 179 of the said Plat Records, in all 1706.95 Feet, to a ½ Inch Iron Rod with Orange Plastic Cap stamped "Urban Civil" set, for a Northwest corner of the said 1971.29 Acre tract and this tract;

Thence, South 82°42'51" East, with the North line of the said 1971.29 Acre tract, 683.00 Feet, to a ½ Inch Iron Rod with Yellow Plastic Cap stamped "AST" found, for a West corner of a 608.70 Acre tract, described in a Deed from Blanco River Ranch Properties, LP, to HMBRR LP #2, as recorded in Instrument Number 17034180 of the said Official Public Records, the Northeast corner of this tract;

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Thence, departing the North line of the said 1971.29 Acre tract, with the West line of the said 608.70 Acre tract, as follows:

- South 20°33'24" West, 282.58 Feet, to a ½ Inch Iron Rod with Orange Plastic Cap stamped "Urban Civil" set, for a corner of the said 608.70 Acre tract and this tract;
- South 38°05'41" East, 1251.15 Feet, to a ½ Inch Iron Rod with Orange Plastic Cap stamped "Urban Civil" set, for a corner of the said 608.70 Acre tract and this tract;
- South 01°26'33" East, 730.09 Feet, to a ½ Inch Iron Rod with Orange Plastic Cap stamped "Urban Civil" set, for a corner of the said 608.70 Acre tract and this tract;
- South 30°53'12" East, 576.30 Feet, to a ½ Inch Iron Rod with Orange Plastic Cap stamped "Urban Civil" set, for a corner of the said 608.70 Acre tract and this tract;
- South 02°33'03" East, 54.09 Feet, to a ½ Inch Iron Rod with Yellow Plastic Cap stamped "Atwell LLC" found, on the North Right-of-Way of 6 Creeks Boulevard, *Not Constructed*, as shown on the Plat of 6 Creeks Boulevard, Phase 4, as recorded in Instrument Number 19038651 of the said Plat Records, for the Southeast corner of this tract;

Thence, departing the West line of the said 608.70 Acre tract, with the North Right-of-Way of the said 6 Creeks Boulevard, as follows:

- North 76°06'09" West, 531.61 Feet, to a ½ Inch Iron Rod with Yellow Plastic Cap stamped "Atwell LLC" found, for a corner of this tract and the beginning of a curve to the Left, having a Radius of 1040.00 Feet, a Central Angle of 29°53'37" an Arc Length of 542.61 Feet and a Chord which bears South 88°58'38" West, 536.48 Feet;
- With the Arc of the said Curve to the Left, 542.61 Feet, to a ½ Inch Iron Rod with Yellow Plastic Cap stamped "Atwell LLC" found, for a corner of this tract;
- South 74°01'45" West, 527.09 Feet, to a ½ Inch Iron Rod with Yellow Plastic Cap stamped "Atwell LLC" found, for a corner of this tract and the beginning of a curve to the Right, having a Radius of 710.00 Feet, a Central Angle of 25°00'43" an Arc Length of 309.94 Feet and a Chord which bears South 86°32'41" West, 307.49 Feet;
- With the Arc of the said Curve to the Right, 309.94 Feet, to a ½ Inch Iron Rod with Yellow Plastic Cap stamped "Atwell LLC" found, for a corner of this tract;
- North 80°58'32" West, 367.25 Feet, to a ½ Inch Iron Rod with Yellow Plastic Cap stamped "Atwell LLC" found, on the East Right-of-Way of the said Waterridge Boulevard, for the Southwest corner of this tract and the beginning of a curve to the Left, having a Radius of 1000.00 Feet, a Central Angle of 29°19'59" an Arc Length of 511.96 Feet and a Chord which bears North 14°23'53" West, 506.39 Feet;

Thence, departing the North Right-of-Way of the said 6 Creeks Boulevard, with the East Right-of-Way of the said Waterridge Boulevard and the Arc of the said curve to the Left, 511.96 Feet, to a ½ Inch Iron Rod with Yellow Plastic Cap stamped "Atwell LLC" found, for a corner of this tract;

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Thence, North 29°02'20" West, with the Northeast Right-of-Way of the said Waterridge Boulevard, 994.36 Feet, to the **Point of Beginning**, containing 107.906 Acres (4,700,378 Square Feet) of Land, more or less.

Bearings are based on GPS, NAD83, State Plane Coordinates, Texas South Central Zone 4204.

Unless this fieldnote description, including preamble, seal and signature, appears in its entirety, in its original form, surveyor assumes no responsibility for its accuracy.

Also reference accompanying Map of tract described herein.



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EXHIBIT "B"

Job No. 2104.04.NB
September 3, 2021

74.615 Acres Tract Two

State of Texas County of Hays

Fieldnotes, for 74.615 Acres, situated in the Caleb W. Baker Survey, Abstract Number 31, Hays County, Texas, being out of 1971.29 Acres, designated Tract I, in a Deed from the State of Texas to Blanco River Ranch Properties, LP, as recorded in Volume 5230, Page 583 of the Official Public Records of Hays County, Texas; said 74.615 Acres being more fully described by metes and bounds as follows;

Beginning, at a ½ Inch Iron Rod with Yellow Plastic Cap stamped "Atwell LLC" found, on the North Right-of-Way of 6 Creeks Boulevard, *Not Constructed*, as shown on the Plat of 6 Creeks Boulevard, Phase 2, as recorded in Instrument Number 19038648 of the Plat Records of Hays County Texas, for the Southeast corner of Section 1, Waterridge 150 District, as recorded in Instrument Number 19038654 of the said Plat Records, the Southwest corner of this tract, from whence, a ½ Inch Iron Rod with Yellow Plastic Cap stamped "Atwell LLC" found, bears North 74°16'39" West, 16.77 Feet;

Thence, departing the North Right-of-Way of the said 6 Creeks Boulevard, with the East line of the said Section 1, as follows:

- North 22°03'41" East, 284.10 Feet, to a ½ Inch Iron Rod with Yellow Plastic Cap stamped "Atwell LLC" found, for a corner of the said Section 1 and this tract;
- North 33°45'48" East, 268.75 Feet, to a ½ Inch Iron Rod with Yellow Plastic Cap stamped "Atwell LLC" found, for a corner of the said Section 1 and this tract;
- North 25°23'57" East, 387.83 Feet, to a ½ Inch Iron Rod with Orange Plastic Cap stamped "Urban Civil" set, for a corner of the said Section 1 and this tract;
- North 23°23'03" East, 281.83 Feet, to a ½ Inch Iron Rod with Orange Plastic Cap stamped "Urban Civil" set, for a corner of the said Section 1 and this tract;
- North 30°58'38" East, 141.69 Feet, to a ½ Inch Iron Rod with Yellow Plastic Cap stamped "Atwell LLC" found, for a corner of the said Section 1 and this tract;
- North 12°16'39" West, 396.18 Feet, to a ½ Inch Iron Rod with Yellow Plastic Cap stamped "Atwell LLC" found, for a corner of the said Section 1 and this tract;
- North 18°39'21" West, 347.57 Feet, to a ½ Inch Iron Rod with Yellow Plastic Cap stamped "Atwell LLC" found, for a corner of the said Section 1 and this tract;
- North 08°15'45" East, 576.97 Feet, to a ½ Inch Iron Rod with Yellow Plastic Cap stamped "Atwell LLC" found, for a corner of the said Section 1 and this tract;
- North 04°54'00" West, 133.38 Feet, to a ½ Inch Iron Rod with Yellow Plastic Cap stamped "Atwell LLC" found, on the South Right-of-Way of 6 Creeks Boulevard, *Not Constructed*,

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as shown on the Plat of 6 Creeks Boulevard, Phase 4, as recorded in Instrument Number 19038651 of the said Plat Records, for the Northeast corner of the said Section 1, the Northwest corner of this tract, from whence, a ½ Inch Iron Rod with Yellow Plastic Cap stamped "Atwell LLC" found, bears South 74°01'33" West, 31.23 Feet;

Thence, with the South Right-of-Way of the said 6 Creeks Boulevard, as follows:

- North 74°01'33" East, 495.93 Feet, to a ½ Inch Iron Rod with Yellow Plastic Cap stamped "Atwell LLC" found, for a corner of this tract and the beginning of a curve to the Right, having a Radius of 960.00 Feet, a Central Angle of 29°53'35" an Arc Length of 500.86 Feet and a Chord which bears North 89°00'36" East, 495.20 Feet;
- With the Arc of the said Curve to the Right, 500.86 Feet, to a ½ Inch Iron Rod with Yellow Plastic Cap stamped "Atwell LLC" found, for a corner of this tract;
- South 76°07'08" East, 535.28 Feet, to a ½ Inch Iron Rod with Yellow Plastic Cap stamped "Atwell LLC" found, for a corner of this tract and the beginning of a curve to the Left, having a Radius of 715.00 Feet, a Central Angle of 01°35'01" an Arc Length of 19.76 Feet and a Chord which bears South 76°57'27" East, 19.76 Feet;
- With the Arc of the said Curve to the Left, 19.76 Feet, to a ½ Inch Iron Rod with Yellow Plastic Cap stamped "Atwell LLC" found, on the West line of a 608.70 Acre tract, described in a Deed from Blanco River Ranch Properties, LP, to HMBRR LP #2, as recorded in Instrument Number 17034180 of the said Official Public Records, for the Northeast corner of this tract;

Thence, departing the North Right-of-Way of the said 6 Creeks Boulevard, with the West line of the said 608.70 Acre tract, as follows:

- South 02°33'03" East, 57.90 Feet, to a ½ Inch Iron Rod with Orange Plastic Cap stamped "Urban Civil" set, for a corner of the said 608.70 Acre tract and this tract;
- South 08°23'35" West, 473.62 Feet, to a ½ Inch Iron Rod with Orange Plastic Cap stamped "Urban Civil" set, for a corner of the said 608.70 Acre tract and this tract;
- South 31°44'58" West, 255.86 Feet, to a ½ Inch Iron Rod with Orange Plastic Cap stamped "Urban Civil" set, for a corner of the said 608.70 Acre tract and this tract;
- South 13°08'25" East, 681.81 Feet, to a ½ Inch Iron Rod with Orange Plastic Cap stamped "Urban Civil" set, for a corner of the said 608.70 Acre tract and this tract;
- South 23°10'35" West, 321.69 Feet, to a ½ Inch Iron Rod with Orange Plastic Cap stamped "Urban Civil" set, for a corner of the said 608.70 Acre tract and this tract;
- South 04°51'56" East, 5.31 Feet, to a ½ Inch Iron Rod with Orange Plastic Cap stamped "Urban Civil" set, on the North Right-of-Way of 6 Creeks Boulevard, as shown on the said Plat of 6 Creeks Boulevard, Phase 2, for the Southeast corner of this tract and the beginning of a curve to the Left, having a Radius of 1240.00 Feet, a Central Angle of 52°50'36" an Arc Length of 1143.64 Feet and a Chord which bears South 59°19'09" West, 1103.53 Feet;

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Thence, with the North Right-of-Way of the said 6 Creeks Boulevard, as follows:

- With the Arc of the said Curve to the Left, 1143.64 Feet, to a ½ Inch Iron Rod with Yellow Plastic Cap stamped "Atwell LLC" found, for a corner of this tract;
- South 32°55'25" West, 67.85 Feet, to a ½ Inch Iron Rod with Yellow Plastic Cap stamped "Atwell LLC" found, for a corner of this tract and the beginning of a curve to the Right, having a Radius of 760.00 Feet, a Central Angle of 72°10'01" an Arc Length of 957.26 Feet and a Chord which bears South 69°00'25" West, 895.22 Feet;
- With the Arc of the said Curve to the Right, 957.26 Feet, to the **Point of Beginning**, containing 74.615 Acres (3,250,216 Square Feet) of Land, more or less.

Bearings are based on GPS, NAD83, State Plane Coordinates, Texas South Central Zone 4204.

Unless this fieldnote description, including preamble, seal and signature, appears in its entirety, in its original form, surveyor assumes no responsibility for its accuracy.

Also reference accompanying Map of tract described herein.



URBAN CIVIL

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EXHIBIT "C"

Job No. 2104.04.NB

September 3, 2021

18.856 Acres

Tract Three

State of Texas County of Hays

Fieldnotes, for 18.856 Acres, situated in the Caleb W. Baker Survey, Abstract Number 31, Hays County, Texas, being out of 1971.29 Acres, designated Tract I, in a Deed from the State of Texas to Blanco River Ranch Properties, LP, as recorded in Volume 5230, Page 583 of the Official Public Records of Hays County, Texas; said 18.856 Acres being more fully described by metes and bounds as follows;

Beginning, at a ½ Inch Iron Rod with Yellow Plastic Cap stamped "Atwell LLC" found, on the South Right-of-Way of 6 Creeks Boulevard, *Not Constructed*, as shown on the Plat of 6 Creeks Boulevard, Phase 2, as recorded in Instrument Number 19038648 of the Plat Records of Hays County Texas, for the Northeast corner of Section 2, Waterridge 150 District, as recorded in Instrument Number 19038655 of the said Plat Records, the Northwest corner of this tract, from whence, a ½ Inch Iron Rod with Yellow Plastic Cap stamped "Atwell LLC" found, bears North 73°41'02" West, 577.24 Feet;

Thence, with the South Right-of-Way of the said 6 Creeks Boulevard, as follows:

- South 73°41'02" East, 30.18 Feet, to a ½ Inch Iron Rod with Orange Plastic Cap stamped "Urban Civil" set, for a corner of this tract and the beginning of a curve to the Left, having a Radius of 840.00 Feet, a Central Angle of 73°25'25" an Arc Length of 1076.45 Feet and a Chord which bears North 69°38'34" East, 1004.29 Feet;
- With the Arc of the said Curve to the Left, 1076.45 Feet, to a ½ Inch Iron Rod with Yellow Plastic Cap stamped "Atwell LLC" found, for a corner of this tract;
- North 32°53'25" East, 67.91 Feet, to a ½ Inch Iron Rod with Yellow Plastic Cap stamped "Atwell LLC" found, for a corner of this tract and the beginning of a curve to the Right, having a Radius of 1160.00 Feet, a Central Angle of 52°53'07" an Arc Length of 1070.71 Feet and a Chord which bears North 59°20'24" East, 1033.10 Feet;
- With the Arc of the said Curve to the Right, 1070.71 Feet, to a ½ Inch Iron Rod with Orange Plastic Cap stamped "Urban Civil" set, on the West line of a 608.70 Acre tract, described in a Deed from Blanco River Ranch Properties, LP, to HMBRR LP #2, as recorded in Instrument Number 17034180 of the said Official Public Records, for the Northeast corner of this tract;

Thence, South 04°51'56" East, departing the South Right-of-Way of the said 6 Creeks Boulevard, with the West line of the said 608.70 acre tract, 39.86 Feet, to a ½ Inch Iron Rod found, for an Inner Ell corner of the said 608.70 Acre tract, the Southeast corner of this tract and the beginning of a curve to the Left, having a Radius of 1184.66 Feet, a Central Angle of 14°24'31" an Arc Length of 297.92 Feet and a Chord which bears South 77°55'39" West, 297.13 Feet;

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Thence, with the Arc of the said Curve to the Left, a North line of the said 608.70 Acre tract, 297.92 Feet, to a ½ Inch Iron Rod with Orange Plastic Cap stamped "Urban Civil" set, for a corner of the said 608.70 Acre tract and this tract;

Thence, with a Northwest line of the said 608.70 Acre tract, as follows:

- South 44°16'19" West, 582.31 Feet, to a ½ Inch Iron Rod with Orange Plastic Cap stamped "Urban Civil" set, for a corner of the said 608.70 Acre tract and this tract;
- South 28°23'42" West, 708.39 Feet, to a ½ Inch Iron Rod with Orange Plastic Cap stamped "Urban Civil" set, for a corner of the said 608.70 Acre tract and this tract;
- South 46°10'14" West, 1179.44 Feet, to a ½ Inch Iron Rod with Orange Plastic Cap stamped "Urban Civil" set, for a corner of the said 608.70 Acre tract and this tract;
- South 26°31'56" West, 9.22 Feet, to a ½ Inch Iron Rod with Yellow Plastic Cap stamped "Atwell LLC" found, for a corner of the said Section 2, the Southwest corner of this tract;

Thence, with the East line of the said Section 2, as follows:

- North 30°04'07" West, 269.04 Feet, to a ½ Inch Iron Rod with Yellow Plastic Cap stamped "Atwell LLC" found, for a corner of the said Section 2 and this tract;
- North 06°03'19" East, 546.43 Feet, to a ½ Inch Iron Rod with Yellow Plastic Cap stamped "Atwell LLC" found, for a corner of the said Section 2 and this tract;
- North 14°02'36" East, 274.28 Feet, to the **Point of Beginning**, containing 18.856 Acres (821,354 Square Feet) of Land, more or less.

Bearings are based on GPS, NAD83, State Plane Coordinates, Texas South Central Zone 4204.

Unless this fieldnote description, including preamble, seal and signature, appears in its entirety, in its original form, surveyor assumes no responsibility for its accuracy.

Also reference accompanying Map of tract described herein.



URBAN CIVIL

Keith W. Wooley
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Exhibit “2”

SERVICES PLAN FOR PROPERTY TO BE ANNEXED INTO THE CITY OF KYLE

WHEREAS, the City of Kyle, Texas (the “City”) intends to institute annexation proceedings for an area of land described more fully hereinafter (referred to herein as the “subject property”);

WHEREAS, *Section 43.0672, Loc. Gov't. Code*, requires the City to negotiate and enter into a written agreement with the owner(s) of land in the area for the provision of services in the area;

WHEREAS, the subject property is not included in the municipal annexation plan and is exempt from the requirements thereof;

WHEREAS, infrastructure provided for herein and that existing are sufficient to service the subject property on the same terms and conditions as other similarly situated properties currently within the City limits and no capital improvements are required to offer municipal services on the same terms and conditions as other similarly situated properties within the City; and

WHEREAS, it is found that all statutory requirements have been satisfied and the City is authorized by *Chapter 43, Loc. Gov't. Code*, to annex the subject property into the City;

NOW, THEREFORE, the following services will be provided for the subject property on the effective date of annexation:

(1) **General Municipal Services.** Pursuant to the requests of the owner and this Plan, the following services shall be provided immediately from the effective date of the annexation:

A. Police protection as follows:

Routine patrols of areas, radio response to calls for police service and all other police services now being offered to the citizens of the City.

B. Fire protection and Emergency Medical Services as follows:

Fire protection by the present personnel and equipment of the ESD 5 (Kyle Fire Department) fire fighting force with the limitations of water available. Radio response for Emergency Medical Services with the present personnel and equipment.

C. Solid waste collection services as follows:

Solid waste collection and services as now being offered to the citizens of the City.

D. Animal control as follows:

Service by present personnel, equipment and facilities or by contract with a third party, as

provided within the City.

E. Maintenance of parks and playgrounds within the City.

F. Inspection services in conjunction with building permits and routine City code enforcement services by present personnel, equipment and facilities.

G. Maintenance of other City facilities, buildings and service.

H. Land use regulation as follows:

On the effective date of annexation, the zoning jurisdiction of the City shall be extended to include the annexed area, and the use of all property therein shall be grandfathered; and shall be temporarily zoned agricultural district "A" with the intent to rezone the subject property upon request of the landowner or staff. The Planning & Zoning Commission and the City Council will consider rezoning the subject property at future times in response to requests submitted by the landowner(s) or authorized city staff.

(2) **Scheduled Municipal Services.** Due to the size and vacancy of the subject property, the plans and schedule for the development of the subject property, the following municipal services will be provided on a schedule and at increasing levels of service as provided in this Plan:

A. Water service and maintenance of water facilities as follows:

(i) Inspection of water distribution lines as provided by statutes of the State of Texas.

(ii) In accordance with the applicable rules and regulations for the provision of water service, water service will be provided to the subjects properties, or applicable portions thereof, by the utility holding a water certificate of convenience and necessity ("CCN") for the subject properties, or portions thereof as applicable, or absent a water CCN, by the utility in whose jurisdiction the subject properties, or portions thereof as applicable, are located, in accordance with all the ordinances, regulations, and policies of the City in effect from time to time for the extension of water service. If connected to the City's water utility system, the subject properties' owner shall construct the internal water lines and pay the costs of line extension and construction of such facilities necessary to provide water service to the subject properties as required in City ordinances. Upon acceptance of the water lines within the subject properties and any off-site improvements, water service will be provided by the City utility department on the same terms, conditions and requirements as are applied to all similarly situated areas and customers of the City; subject to all the ordinances, regulations and policies of the City in effect from time to time. The system will be accepted and maintained by the City in accordance with its usual acceptance and maintenance policies. New water line extensions will be installed and extended upon request under the same costs and terms as with other similarly situated customers of the City. The ordinances of the City in effect at the time a request for service is submitted shall govern the costs and request for service. The continued use of a water well that is in use on the effective date of the annexation and is in compliance with applicable rules and regulations shall be permitted and such use may continue until the subject properties' owner requests and is able to connect to the City's water utility system.

B. Wastewater service and maintenance of wastewater service as follows:

- (i) Inspection of sewer lines as provided by statutes of the State of Texas.
- (ii) In accordance with the applicable rules and regulations for the provision of wastewater service, wastewater service will be provided to the subjects properties, or applicable portions thereof, by the utility holding a wastewater CCN for the subject properties, or portions thereof as applicable, or absent a wastewater CCN, by the utility in whose jurisdiction the subject properties, or portions thereof as applicable, are located, in accordance with all the ordinances, regulations, and policies of the City in effect from time to time for the extension of wastewater service. If connected to the City's wastewater utility system, the subject properties' owner shall construct the internal wastewater lines and pay the costs of line extension and construction of facilities necessary to provide wastewater service to the subject properties as required in City ordinances. Upon acceptance of the wastewater lines within the subject properties and any off-site improvements, wastewater service will be provided by the City utility department on the same terms, conditions and requirements as are applied to all similarly situated areas and customers of the City, subject to all the ordinances, regulations and policies of the City in effect from time to time. The wastewater system will be accepted and maintained by the City in accordance with its usual policies. Requests for new wastewater line extensions will be installed and extended upon request under the same costs and terms as with other similarly situated customers of the City. The ordinances in effect at the time a request for service is submitted shall govern the costs and request for service. The continued use of a septic system that is in use on the effective date of the annexation and is in compliance with all applicable rules and regulations shall be permitted and such use may continue until the subject property owner requests and is able to connect to the City's wastewater utility system.

C. Maintenance of streets and rights-of-way as appropriate as follows:

- (i) Provide maintenance services on existing public streets within the subject property and other streets that are hereafter constructed and finally accepted by the City. The maintenance of the streets and roads will be limited as follows:
 - (A) Emergency maintenance of streets, repair of hazardous potholes, measures necessary for traffic flow, etc.; and
 - (B) Routine maintenance as presently performed by the City.
- (ii) The City will maintain existing public streets within the subject property, and following installation and acceptance of new roadways by the City as provided by city ordinance, including any required traffic signals, traffic signs, street markings, other traffic control devices and street lighting, the City will maintain such newly constructed public streets, roadways and rights-of-way within the boundaries of the subject property, as follows:
 - (A) As provided in C(i)(A)&(B) above;
 - (B) Reconstruction and resurfacing of streets, installation of drainage facilities,

construction of curbs, gutters and other such major improvements as the need therefore is determined by the governing body under City policies;

(C) Installation and maintenance of traffic signals, traffic signs, street markings and other traffic control devices as the need therefore is established by appropriate study and traffic standards; and

(D) Installation and maintenance of street lighting in accordance with established policies of the City;

(iii) The outer boundaries of the subject property abut existing roadways. The property owner agrees that no improvements are required on such roadways to service the property.

(3) **Capital Improvements.** Construction of the following capital improvements shall be initiated after the effective date of the annexation: None. Upon development of the subject property or redevelopment, the landowner will be responsible for the development costs the same as a developer in a similarly situated area under the ordinances in effect at the time of development or redevelopment. No additional capital improvements are necessary at this time to service the subject property the same as similarly situated properties.

(4) **Term.** If not previously expired, this service plan expires at the end of ten (10) years.

(5) **Property Description.** The legal description of the subject property is as set forth in the Annexation Ordinance and exhibits attached to the Annexation Ordinance to which this Service Plan is attached.

SCHEDULE FOR VOLUNTARY ANNEXATION TOLL BROTHERS PROPERTY +/- 201.377 ACRES

DATE	ACTION/EVENT	LEGAL AUTHORITY
December 6, 2021	COUNCIL CONSIDERS ACCEPTANCE OF ANNEXATION PETITION REQUEST FROM LANDOWNER(S) AND INITIATION OF ANNEXATION - AND SETS A PUBLIC HEARING FOR JANUARY 4, 2022	Loc. Gov't Code, §43.0671
<p>December 22, 2021 **</p> <p>Publish notice of Public Hearing.</p> <p>&</p> <p>Send notice to school district and to each public entity.</p>	<p>NEWSPAPER NOTICE RE: PUBLIC HEARING; (Certified Notice to Railroad - if railroad company's right-of-way is in the area proposed for annexation.)</p> <p>POST NOTICE OF HEARING ON CITY'S WEBSITE AND MAINTAIN UNTIL HEARINGS COMPLETE.</p> <p>SCHOOL DISTRICT NOTICE. Notify each school district of possible impact <u>w/in the period prescribed for publishing the notice of the Public Hearing.</u></p> <p>PUBLIC ENTITY NOTICES. Notify each public entity that is located in or provides services to the area proposed for annexation. Public Entity includes: a county (Hays), a fire protection service provider, including a volunteer fire department, emergency medical services provider, including a volunteer emergency medical services provider, or special district (MUD, WCID, or other district created under Section 52, Article III, or Section 59, Article XVI, Texas Constitution) - of possible impact <u>w/in the period prescribed for publishing the notice of the Public Hearing.</u></p>	<p>Not less than 10 days nor more than 20 days before public hearing. Loc. Gov't Code, §43.0673</p> <p>Loc. Gov't Code, §§43.905 & 43.9051; <u>send notice to school district and to each public entity not less than 10 days nor more than 20 days before the Public Hearing.</u></p>
January 4, 2022*	PUBLIC HEARING – REGULAR MEETING	The governing body must provide persons interested in the annexation the opportunity to be heard. Loc. Gov't Code, §43.0673
January 4, 2022*	FIRST READING OF ORDINANCE REGULAR MEETING	Loc. Gov't Code, §43.0673
January 18, 2022 Or at a special called meeting after the First Reading; Or within 90 days of First Reading.	SECOND & FINAL READING OF ORDINANCE REGULAR MEETING	Second reading of annexation Ordinance – City Charter, Section 4.06(c)
Within 30 days of Second Reading	CITY SENDS COPY OF MAP showing boundary changes to County Voter Registrar in a format that is compatible with mapping format used by registrar	Elec. Code §42.0615
Within 60 days of Second Reading	<p>CITY PROVIDES CERTIFIED COPY OF ORDINANCE AND MAPS TO:</p> <ol style="list-style-type: none"> 1. County Clerk 2. County Appraisal District 3. County Tax Assessor Collector 4. 911 Addressing 5. Sheriff's Office 6. City Department Heads 7. State Comptroller 8. Franchise Holders 9. ESD - if annexed area located in district and city intends to remove the area from the district and be the sole provider of emergency services; See Health and Safety Code, Section 775.022 	ESD Notice: Notice must be sent to the secretary of the ESD board by certified mail, return receipt requested, as applicable.

***Dates in BOLD are MANDATORY dates to follow. Please advise of schedule deviation.**

****Newspaper notice to paper by 5 p.m. one week prior to publication**

Toll Brothers[®] LAND DEVELOPMENT

PAVING THE WAY FOR AMERICA'S LUXURY HOMEBUILDER

November 18th, 2021

William A. Atkinson
City of Kyle, City Planner
100 W. Center Street, Kyle, TX 78640
Kyle, TX 78640

Re: Waterridge – Savannah Tract- Annexation Request Letter
Kyle, Texas 78640

Toll Brothers, Inc. is requesting annexation for the subject property located east of of FM 150 and off Six Creeks Blvd. Kyle, Texas 78640, and further described in the attached Exhibit "A". The Hays County Parcel ID's have not yet been created for this project, but they will be updated at a later date. This property is currently owned Blanco River Ranch Properties, LP, but Toll Brothers will be purchasing this tract. Costello, Inc. will be acting as the agent for the owner. This tract is to be annexed by the City of Kyle based on a Development Agreement to be approved at the City Council Meeting on December 6th.

You may contact me at (412) 780-2312 or at adonatucci@tollbrothers.com if you have any questions regarding this submittal.

Sincerely,

Adrienne Donatucci

Adrienne Donatucci
Land Development Manager
Toll Brothers

LANDOWNER AUTHORIZATION AND AFFIDAVIT OF OWNERSHIP

SUBJECT PROPERTY INFORMATION

Subdivision Name, Block, Lot, or legal description if not subdivided: ABS 31 CALEB W BAKER ACR 107.906, 74.615, 18.856
of lots (if subdivided): _____ # of acres: 200 acres
Site APN/Property ID #(s): R17719
Location: Kyle ETJ County: Hays County
Development Name: Waterridge

OWNER

Company/Applicant Name: Blanco River Ranch Properties, LP
Authorized Company Representative (if company is owner): Gregg Reyes
Type of Company and State of Formation: Limited Partnership and Texas
Title of Authorized Company Representative (if company is owner): General Partner
Applicant Address: 1901 Hollister, Houston, Texas 77080
Applicant Fax: 713-681-0077
Applicant Phone: 713-957-4003
Applicant/Authorized Company Representative Email: greyes@reytec.net

APPLICANT REPRESENTATIVE

Check one of the following:

____. I will represent the application myself; or

XX I hereby designate Steven Buffum, P.E. / Costello, Inc. (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.

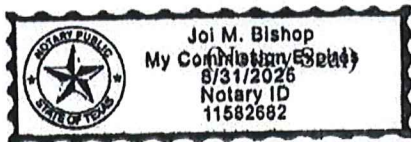
Owner's Signature: [Signature] Date: December 1, 2021

State of Texas §

§

County of Harris §

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 1 day of December, 2021.

[Signature]
Notary Public's Signature
08/31/2025

My Commission Expires


PROJECT REPRESENTATIVE

Representative Name: Steven Buffum, P.E.

Representative Address: 9050 N. Capital of TX Hwy, Bldg. 3, Ste 390, Austin, Texas 78759

Representative Phone: 512-646-3463

Representative Email: sbuffum@costelloinc.com

Representative's Signature: 

Date: December 1, 2021



CITY OF KYLE, TEXAS

DA - Savannah

Meeting Date: 3/1/2022
Date time: 7:00 PM

Subject/Recommendation: Consider and possible action on a Development Agreement by and between the City of Kyle, Texas and Blanco River Ranch Properties LP and Toll Southwest, LLC, for the Savannah Development. ~ *Paige Saenz, City Attorney*

Other Information:

Legal Notes:

Budget Information:

ATTACHMENTS:

Description

No Attachments Available



CITY OF KYLE, TEXAS

Dissolution Agreement

Meeting Date: 3/1/2022

Date time: 7:00 PM

Subject/Recommendation: Consider and possible action to approve an agreement regarding the Dissolution of a Public Improvement District (Savannah Ranch Development). ~ *Paige Saenz, City Attorney*

Other Information:

Legal Notes:

Budget Information:

ATTACHMENTS:

Description

No Attachments Available



CITY OF KYLE, TEXAS

TIRZ No. 3 Creation Ordinance

Meeting Date: 3/1/2022

Date time: 7:00 PM

Subject/Recommendation: *(First Reading)* An ordinance of the City Council of the City of Kyle, Texas, designating a contiguous geographic area within the City of Kyle, Texas as Reinvestment Zone Number Three, for the purposes of Tax Increment Financing and creating a Board of Directors ~
Paige Saenz, City Attorney

Other Information:

Legal Notes:

Budget Information:

ATTACHMENTS:

Description

- ☐ Kyle.Ordinance.Creating.TIRZ.3
- ☐ Clean.2022-02-08_KYL_Savannah_PPFP_v2

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF KYLE, TEXAS, DESIGNATING A CERTAIN AREA AS REINVESTMENT ZONE NO. THREE, CITY OF KYLE, TEXAS; ESTABLISHING THE BOUNDARIES THEREOF AND OTHER MATTERS RELATING THERETO; 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

WHEREAS, pursuant to Chapter 311 of the Texas Tax Code, the City of Kyle (the “City”) may designate a geographic area within the City as a reinvestment zone if the area satisfies the requirements of certain sections of Chapter 311 of the Texas Tax Code; and

WHEREAS, the City has prepared a preliminary reinvestment zone financing plan, which provides that City ad valorem taxes are to be deposited into the tax increment fund, and that taxes of other taxing units may be used in the financing of the proposed zone; and

WHEREAS, a notice of a public hearing on the creation of the proposed zone was published in accordance with law, to be held on February 15, 2022, in the Hays Free Press, a newspaper of general circulation in the City; and

WHEREAS, at the public hearing interested persons were allowed to speak for or against the creation of the proposed zone, its boundaries, or the concept of tax increment financing; and owners of property in the proposed zone were given a reasonable opportunity to protest the inclusion of their property in the proposed zone; and

WHEREAS, evidence was received and presented at the public hearing in favor of the creation of the proposed zone under the provisions of Chapter 311, Texas Tax Code; and

WHEREAS, none of the owners of real property in the proposed zone protested the inclusion of their property in the proposed zone; and

WHEREAS, the City has provided all information, and made all presentations, given all notices and done all other things required by Chapter 311, Texas Tax Code, or other law as a condition to the creation of the proposed zone.

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

SECTION 1. Findings.

- (a) The facts and recitations contained in the preamble of this Ordinance are hereby found and declared to be true and correct and are adopted as part of this Ordinance for all purposes.

- (b) The City Council further finds and declares that the proposed improvements in the proposed zone will significantly enhance the value of all the taxable real property in the proposed zone and will be of general benefit to the City.
- (c) The City Council further finds and declares that the proposed zone meets the criteria and requirements of Section 311.005(a)(2) of the Texas Tax Code because the proposed zone contains substantial areas that are predominantly open and underdeveloped, and lack essential public infrastructure, including water and wastewater infrastructure and adequate roads to serve development of the property, which conditions substantially impair and arrest the sound growth of the City.
- (d) The City Council, pursuant to the requirements of Chapter 311, Texas Tax Code, further finds and declares that:
 - (1) The proposed zone is a geographic area located wholly within the corporate limits of the City; and
 - (2) The appraised value of taxable real property in the proposed zone plus the total appraised value of taxable real property contained in other tax increment reinvestment zones located within the City do not exceed 50 percent of the total appraised value of taxable real property in the City. There are no industrial districts created by the City; and
 - (3) Less than 30 percent of the property in the proposed zone, excluding property that is publicly owned, is used for residential purposes as of the date of creation of the proposed zone; and
 - (4) The development or redevelopment of the property in the proposed zone will not occur solely through private investment in the reasonably foreseeable future.

SECTION 2. Designation of the Zone

The City, acting under the provisions of Chapter 311, Texas Tax Code, including Section 311.005(a), hereby designates as a reinvestment zone, and creates and designates a reinvestment zone over, the area described in **Exhibit A** and **F** of **Attachment 1** to promote the redevelopment of the area. The reinvestment zone shall hereafter be named for identification as Reinvestment Zone Number Three, City of Kyle, Texas, (the “Zone”). The City Council specifically declares that the Zone is designated pursuant to Section 311.005(a)(2) of the Texas Tax Code.

SECTION 3. Board of Directors

There is hereby created a Board of Directors for the Zone, which shall consist of nine members. The City Council shall appoint seven (7) members of the Board. Two (2) members of the Board may be appointed by the Hays County Commissioners to Places 8 and 9 or the County may waive appointment of Board members.

If the City Council chooses to appoint currently serving members of the City Council of the City to the Board of Directors, then the Council members shall serve the same term as their elected term on the City Council. The two Hays County Commissioners shall serve a two-year term on the Board of Directors.

The Board of Directors shall make recommendations to the City Council concerning the administration of the Zone. The Board of Directors shall prepare or cause to be prepared and adopt a project plan and a reinvestment zone financing plan for the Zone as described in Section 311.011, Texas Tax Code, and shall submit such plans to the City Council for its approval. The City hereby delegates to the Board of Directors all powers necessary to prepare and implement the project plan and reinvestment zone financing plan, including the power to employ any consultants or enter into any reimbursement agreements payable solely from the Tax Increment Fund, that may be reasonably necessary or convenient to assist the Board of Directors in the preparation of the project plan and reinvestment zone financing plan and in the issuance of tax increment obligations. The issuance of any bonds on behalf of the Zone shall be subject to the approval of City Council.

SECTION 4. Duration of the Zone

The zone shall take effect immediately upon passage of this Ordinance. Termination of the Zone shall occur on December 31, 20____ (unless extended by the City in accordance with applicable law), or at an earlier time designated by subsequent ordinance, or at such time, subsequent to the issuance of tax increment bonds, if any, that all project costs, tax increment bonds, notes and other obligations of the Zone, and the interest thereon, have been paid in full. Notwithstanding the above, after the term of the Zone, the Zone shall continue to receive increment from tax payments made with respect to tax years during the stated term of the Zone.

SECTION 5. Tax Increment Base

The tax increment base of the City or any other taxing unit participating in the Zone for the Zone is the total appraised value of all real property taxable by the City or other taxing unit participating in the Zone and located in the Zone, as of January 1, 2022, the year in which the Zone was designated as a reinvestment zone (the “Tax Increment Base”).

SECTION 6. Tax Increment Fund

There is hereby created and established a Tax Increment Fund for the Zone which may be divided into subaccounts as authorized by subsequent ordinances. All Tax Increments, as defined below, shall be deposited in the Tax Increment Fund. The Tax Increment Fund and any subaccount shall be maintained at the depository bank of the City and shall be secured in the manner prescribed by law for funds of Texas cities. The annual Tax Increment shall equal the property taxes levied by the City and any other taxing unit participating in the Zone for that year on the captured appraised value, as defined by Chapter 311 of the Texas Tax Code, of real property located in Zone that is taxable by the City or any other taxing unit participating in the Zone, less any amounts that are to be allocated from the Tax Increment pursuant to Chapter 311 of the Texas Tax Code. All revenues from the sale of any tax increment bonds, notes or other obligations hereafter issued for the benefit of the Zone by the City, if any; revenues from the sale of property acquired as part of the project plan and reinvestment zone financing plan, if any; and other revenues to be used in the Zone shall be deposited into the Tax Increment Fund. Prior to the termination of the Zone, money shall be disbursed from the Tax Increment Fund only to pay project costs, as defined by the Texas Tax Code, for the Zone, to satisfy the claims of holders of tax increments bonds or notes issued for the Zone, or to pay obligations incurred pursuant to agreements entered into to implement the project plan and reinvestment zone financing plan and achieve their purpose pursuant to Section 311.010(b) of the Texas Tax Code.

SECTION 7. 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 8. 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 9. 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 __, 2022, 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 __, 2022, 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 __, 2022.

ATTEST:

Jennifer Holm, City Secretary

Travis Mitchell, Mayor

Attachment 1
Project and Finance Plan



REINVESTMENT ZONE NUMBER THREE
CITY OF KYLE, TEXAS
PRELIMINARY PROJECT AND FINANCE PLAN
FEBRUARY 15, 2022

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SECTION 1: INTRODUCTION

1.1 Authority and Purpose

The City of Kyle, Texas, a Home Rule municipality (the “City”) has the authority under Chapter 311, Texas Tax Code, Tax Increment Financing Act, as amended (the “Act”) to designate a contiguous or noncontiguous geographic area within the corporate limits or extraterritorial jurisdiction of the City as a tax increment reinvestment zone to promote development or redevelopment of the area because the governing body of the City (the “City Council”) has determined that development or redevelopment would not occur solely through private investment in the reasonably foreseeable future, that the Zone (hereinafter defined) is economically feasible, and that creation of the Zone is in the best interest of the City and the property in the Zone. The purpose of the Zone is to facilitate such development or redevelopment by financing the costs of public works, public improvements, programs, and other projects benefiting the Zone, plus other costs incidental to those expenditures, all of which costs are authorized by the Act.

1.2 Eligibility Requirements

An area is eligible under the Act to be designated as a tax increment reinvestment zone if it either (1) substantially arrests or impairs the sound growth of the municipality designating the Zone, retard the provision of housing accommodations, or constitutes an economic or social liability and is a menace to the public health, safety, morals, or welfare in its present condition, (2) is predominantly open or undeveloped and, because of obsolete platting, deterioration of structures or site improvements, or other factors, substantially impairs or arrests the sound growth of the City, (3) is in a federally assisted new community located in the City or in an area immediately adjacent to a federally assisted new community, or (4) is in an area described in a petition requesting that the area be designated as a reinvestment zone, if the petition is submitted to the governing body of the City by the owners of property constituting at least fifty percent (50%) of the appraised value of the property in the area according to the most recent certified appraisal roll for the county in which the area is located. The City cannot, however, designate a zone if more than thirty percent (30%) of the property in the proposed zone, excluding property that is publicly owned, is used for residential purposes, or if the total appraised value of taxable real property in the proposed zone and in existing reinvestment zones exceeds fifty percent (50%) of the total appraised value of taxable real property in the City and in industrial districts created by the City.

1.3 Proposed Zone

The City Council is considering the creation of a tax increment reinvestment zone known as “*Reinvestment Zone Number Three, City of Kyle, Texas*” (the “Zone”) that includes approximately

122.55 acres of land as depicted on **Exhibit A** and described by metes and bounds on **Exhibit F** (the “Property”). The Property is anticipated to be owned by Toll Brothers, Inc. (the “Developer”). The Property is currently located within the extraterritorial jurisdiction and corporate limits of the City, and is anticipated to be fully annexed into the corporate limits of the City. Upon annexation, the Property is anticipated to be zoned for single family residential. The Property is undeveloped, and due to its size, location, and physical characteristics, development would not occur solely through private investment in the foreseeable future. The Property substantially impaired and arrested the sound growth of the City because it was predominately open and undeveloped due to factors such as the lack of public infrastructure and the need for economic incentive to attract development to the Zone for the purpose of providing long-term economic benefits including, but not limited to, increased real property tax base for all taxing units in the Zone. If the Public Improvements (hereinafter defined), and other projects are financed as contemplated by this Preliminary Plan (hereinafter defined), the City envisions that the Property will be developed to take full advantage of the opportunity to bring to the City, and Hays County, (the “County”) a quality master planned residential community.

1.4 Preliminary Plan and Hearing

Before the City Council considered adopting the ordinance designating the Zone (the “Creation Ordinance”), the City Council prepared a preliminary reinvestment zone financing plan in accordance with the Act and called a public hearing on the creation of the Zone and its benefits to the City and to the Property, at which public hearing interested persons shall be given the opportunity to speak for and against the creation of the Zone, the boundaries of the Zone and the concept of tax increment financing, and at which hearing the owners of the Property shall be given a reasonable opportunity to protest the inclusion of their Property in the Zone. The requirement of the Act for a preliminary reinvestment zone financing plan was satisfied by this *Reinvestment Zone Number Three, City of Kyle, Texas, Preliminary Project and Finance Plan* dated February 15, 2022 (the “Preliminary Plan”), the purpose of which was to describe, in general terms, the public improvements that will be undertaken and financed by the Zone. A description of how such public improvements and projects will be undertaken and financed shall be determined by a *Reinvestment Zone Number Three, City of Kyle, Texas, Final Project and Finance Plan* (the “Final Plan”), which requires approval by the Board (hereinafter defined) and by the City Council.

1.5 Creation of the Zone

Upon the closing of the above referenced public hearing, the City Council shall consider the Creation Ordinance and make the following findings (1) that development or redevelopment of the Property would not occur solely through private investment in the reasonably foreseeable future, (2) that the Zone was feasible, (3) that improvements in the Zone will significantly

enhance the value of all the taxable real property in the Zone and will be of general benefit to the City, and (4) that the Zone meets the eligibility requirements of the Act. Among other provisions required by the Act, the Creation Ordinance shall appoint a Board of Directors for the Zone (the “Board”).

1.6 Board Recommendations

After the creation of the Zone, the Board shall review the Final Plan and recommend its approval to the City Council pursuant to which the City shall contribute a portion of its ad valorem tax increment attributable to new development in the Zone into a tax increment fund created by the City and segregated from all other funds of the City (the “TIRZ Fund”) to pay the costs of public improvements and other projects benefiting the Zone. Additionally, the Board shall consider a TIRZ Agreement among the City, the Board and the Developer to be effective _____, 2022 (the “TIRZ Agreement”) and recommend its approval to the City Council, pursuant to which the City shall apply City Tax Increment (defined hereafter) on deposit in the TIRZ Fund to the TIRZ Annual Credit Amount, as defined in the Service and Assessment Plan (the “SAP”) for the Savannah Public Improvement District (the “PID”). Should the County choose to participate in the Zone, the Board shall consider a County Participation Agreement, between the City and the County, and recommend its approval to the City Council.

1.7 Council Action

On _____ 2022, the City Council approved the Creation Ordinance. On _____, 2022, the City Council approved a development agreement with the Developer (the “Development Agreement”, as amended from time to time). The Development Agreement details certain obligations to be included in the Final Plan. It is anticipated that the Final Plan shall be updated in the future to reflect additional development within the Zone.

SECTION 2: DESCRIPTION AND MAPS

2.1 Existing Uses and Conditions

The Property is currently located within the extraterritorial jurisdiction and corporate limits of the City, and is anticipated to be fully annexed into the corporate limits of the City. Upon annexation, the Property is anticipated to be zoned for single-family residential, in accordance with the City’s zoning ordinance. The majority of the Property is undeveloped, and there is no public infrastructure to support development. Development requires extensive public infrastructure that: (1) the City could not provide, and (2) would not be provided solely through private investment in the foreseeable future.

2.2 Proposed Uses

The proposed use of the Property is a residential master planned community pursuant to the Development Agreement, as shown on **Exhibit G**.

SECTION 3: PROPOSED CHANGES TO ORDINANCES, PLANS, CODES, RULES, AND REGULATIONS

The Property is wholly located in the extraterritorial jurisdiction and corporate limits of the City, and is anticipated to be fully annexed into the corporate limits of the City. Upon annexation, the Property shall be subject to the City's zoning regulation. The City has or shall have exclusive jurisdiction over the subdivision and platting of the property within the Property and the design, construction, installation, and inspection of water, sewer, drainage, roadway, and other public infrastructure. No proposed changes to zoning ordinances, comprehensive plan, building codes, subdivision rules, or other municipal ordinances are planned.

SECTION 4: RELOCATION OF DISPLACED PERSONS

No persons shall be displaced and in need of relocation due to the creation of the Zone or due to the implementation of the Final Plan.

SECTION 5: ESTIMATED NON-PROJECT COSTS

Non-project costs are costs that will be spent to develop in the Zone but will not be financed by the Zone, and will be financed by private funds. The list of non-project costs is shown on **Exhibit B**, and are estimated to be approximately \$188,359,670.

SECTION 6: PROPOSED PUBLIC IMPROVEMENTS

6.1 Categories of Public Improvements

The proposed public improvements to be financed by the Zone include roads, water, sanitary sewer, storm drainage, parks and open space, professional services, and associated financing and interest costs (the "Public Improvements"), as depicted on **Exhibit H**, and detailed on **Exhibit C**. All Public Improvements shall be designed and constructed in accordance with all applicable City standards and shall otherwise be inspected, approved, and accepted by the City. At the City's option, the Public Improvements may be expanded to include any other category of improvements authorized by the Act. It is anticipated that the Final Plan shall be updated in the future to include additional Public Improvements.

6.2 Locations of Public Improvements

The estimated locations of the proposed Public Improvements are depicted on **Exhibit H**. These locations may be revised, with the approval of the City, from time to time without amending the Final Plan.

SECTION 7: ESTIMATED PROJECT COSTS

7.1 Project Costs

The total costs for projects in the Zone, which includes the Public Improvements costs (the “Public Improvement Costs”) and the Administrative Costs (hereinafter defined), are estimated to be \$42,831,876 (collectively, the “Project Costs”), as shown on **Exhibit C**.

7.2 Estimated Costs of Public Improvements

The estimated Public Improvement Costs within the Zone are \$42,426,195, as shown on **Exhibit C**. Pursuant to the Development Agreement and TIRZ Agreement, the Public Improvements of the Zone primarily consist of the Authorized Improvements, as such term is defined in the SAP for the PID.

7.3 Estimated Administrative Costs

The estimated costs for administration of the Zone shall be the actual, direct costs paid or incurred by or on behalf of the City to administer the Zone (the “Administrative Costs”). The Administrative Costs include the costs of professional services, including those for planning, engineering, and legal services paid by or on behalf of the City. The Administrative Costs also include organizational costs, the cost of publicizing the creation of the Zone, and the cost of implementing the project plan for the Zone paid by or on behalf of the City that are directly related to the administration of the Zone. The Administrative Costs shall be paid each year from the TIRZ Fund before any other Project Costs are paid. The Administrative Costs are estimated to be \$10,000 per year beginning 2023 and escalating at two percent (2%) thereafter.

7.4 Estimated Timeline of Incurred Costs

The Administrative Costs will be incurred annually through the remaining duration of the Zone. It is estimated the Public Improvement Costs will be incurred between 2023 and 2033, as shown on **Exhibit D**, and funded annually over the remaining term of the Zone.

SECTION 8: ECONOMIC FEASIBILITY

8.1 Feasibility Study

For purposes of the Final Plan, economic feasibility has been evaluated over the term of the Zone, as shown on **Exhibit E** (the “Feasibility Study”). This evaluation focuses on only direct financial benefits (i.e. ad valorem tax revenues from the development of Public Improvements in the Zone). Based on the Feasibility Study, during the term of the Zone, new development (which would not have occurred but for the Zone) will generate approximately \$43,424,968 in total new real property tax revenue for the City. Pursuant to the Final Plan, the City shall deposit the City Tax Increment (defined hereafter), estimated at \$15,952,233, in to the TIRZ Fund to pay Project Costs. The City, as a participant, will benefit from the new development within the Zone and will retain approximately \$27,472,736 in net additional real property tax revenue.

Based on the Feasibility Study, during the term of the Zone, new development (which would not have occurred but for the Zone) will generate approximately \$31,009,290 in total new real property tax revenue for the County. If applicable, the County shall deposit the County Tax Increment (defined hereafter), estimated at \$11,391,313, in to the TIRZ Fund to pay Project Costs. The County, as a participant, will benefit from the new development within the Zone and will retain approximately \$19,617,977 in net additional real property tax revenue.

The Feasibility Study shows a portion of the new real property tax revenue generated by the Zone will be retained by the City and the County. The remainder of the new City and County real property tax revenue generated within the Zone will be available to pay Project Costs, until the term expires or is otherwise terminated. One hundred percent (100%) of all taxing revenues generated for other taxing entities by the new development within the Zone will be retained by the respective taxing entities. Upon expiration or termination of the Zone, one hundred percent (100%) of all new real property tax revenue generated within the Zone will be retained by the respective taxing entity. Based on the foregoing, the economic feasibility of the Zone has been demonstrated.

SECTION 9: ESTIMATED BONDED INDEBTEDNESS

No tax increment reinvestment zone bonds or public indebtedness by the City secured by the tax increments pursuant to the Act, is contemplated.

SECTION 10: APPRAISED VALUE

10.1 Tax Increment Base

The total appraised value of taxable real property in the Zone at the time of creation is estimated to be \$60,050 (the “Tax Increment Base”) and shall be confirmed by the Hays Central Appraisal District. Each year, the Hays Central Appraisal District shall confirm the current taxable value of the Zone, less the Tax Increment Base (the “Captured Appraised Value”).

10.2 Estimated Captured Appraised Value

The amount of the City Tax Increment (defined hereafter) for a year during the term of the Zone is the amount of property taxes levied and collected by the City for that year on the Captured Appraised Value, as described in Section 11 of this Preliminary Plan. It is estimated that upon expiration of the term of the Zone, the total Captured Appraised Value of taxable real property in the Zone will be approximately \$425,520,136, as shown on **Exhibit E**. The actual Captured Appraised Value, as certified by the Hays County Appraisal District will, for each year, will be used to calculate annual payment by the City into the TIRZ Fund pursuant to the Final Plan.

If applicable, the amount of the County Tax Increment (defined hereafter) for a year during the term of the Zone is the amount of property taxes levied and collected by the County for that year on the Captured Appraised Value. It is estimated that upon expiration of the term of the Zone, the total Captured Appraised Value of taxable real property in the Zone will be approximately \$425,520,136, as shown on **Exhibit E**. The actual Captured Appraised Value, as certified by the Hays County Appraisal District will, for each year, will be used to calculate annual payment by the County into the TIRZ Fund pursuant to the Final Plan.

SECTION 11: METHOD OF FINANCING

Pursuant to the Development Agreement, the Developer has paid, and will in the future pay, those Project Costs attributable to the Public Improvements and will construct or cause to be constructed the Public Improvements. The Final Plan shall obligate the City to deposit into the TIRZ Fund beginning in 2023 an amount equal to thirty-six-point-seven-four percent (36.74%) of the ad valorem taxes collected and received by the City on the Captured Appraised Value in the Zone (the “City Tax Increment”). For example, in FY 2021, the City’s ad valorem tax rate was \$0.5082 per \$100 of taxable value, therefore the City would contribute \$0.1867 per \$100 of the Captured Appraised Value in the Zone levied and collected, to the TIRZ Fund.

Should the County choose to participate in the Zone, the County Participation Agreement shall obligate the County to deposit into the TIRZ Fund beginning in 2023 an amount equal thirty-six-point-seven-four percent (36.74%) of the ad valorem taxes collected and received by the County

on the Captured Appraised Value in the Zone (the “County Tax Increment”). For example, in FY 2021, the County’s ad valorem tax rate was \$0.3629 per \$100 of taxable value, therefore the County would contribute \$0.1333 per \$100 of the Captured Appraised Value in the Zone levied and collected, to the TIRZ Fund.

The funds deposited into the TIRZ Fund shall be prioritized and allocated as follows:

1. For the reasonable Administrative Costs of the Zone; then
2. For the payment of Public Improvement Costs through an annual reduction of a portion of the Assessment and interest component of the Annual Installment of Assessments (each as defined in the PID SAP), as further described in the SAP for the PID, on a parcel-by-parcel basis, in an amount not to exceed the TIRZ Maximum Annual Credit Amount, as defined in the SAP for the PID (the “TIRZ Credit”); and
3. To the extent there are TIRZ Fund revenues remaining after such TIRZ Credit, any excess TIRZ Fund revenue shall be returned annually to the General Fund of the City, or to the County, as applicable, or in any other manner as authorized by the City Council and allowed pursuant to the Act.

All payments of Project Costs shall be made solely from the TIRZ Fund and from no other funds of the City, or the County, unless otherwise approved by the governing body, and the TIRZ Fund shall only be used to pay the Project Costs in accordance with the Final Plan, the TIRZ Agreement, and the Development Agreement. Any revenue remaining after the funding of the Project Costs shall be returned to the participating taxing entities. The City may amend the Final Plan in compliance with the Development Agreement and TIRZ Agreement, including but not limited to what is considered a Project Cost.

SECTION 12: DURATION OF THE ZONE, TERMINATION

12.1 Duration

The stated term of the Zone shall commence upon the approval of the Creation Ordinance by the City Council, and shall continue until December 31, 2052, with the last payment being due by January 31, 2053, unless otherwise terminated in accordance with the Creation Ordinance.

12.2 Termination

The Zone shall terminate on the earlier of (i) December 31, 2052, or (ii) at such time that the obligations of the Zone, including all Project Costs, have been paid in full. If upon expiration of the stated term of the Zone, the obligations of the Zone have not been fully funded by the TIRZ Fund, the City and the County shall have no obligation to pay the shortfall and the term shall not be extended. Nothing in this section is intended to prevent the City from extending the term of the Zone in accordance with the Act.

LIST OF EXHIBITS

Unless otherwise stated, all references to "Exhibits" contained in this Preliminary Plan shall mean and refer to the following exhibits, all of which are attached to and made a part of this Preliminary Plan for all purposes.

Exhibit A	Map of the Zone
Exhibit B	Non-Project Costs
Exhibit C	List of Project Costs
Exhibit D	Estimated Timeline of Incurred Costs
Exhibit E	Feasibility Study
Exhibit F	Legal Description
Exhibit G	Proposed Uses of the Property
Exhibit H	Map of the Public Improvements

EXHIBIT A – MAP OF THE ZONE

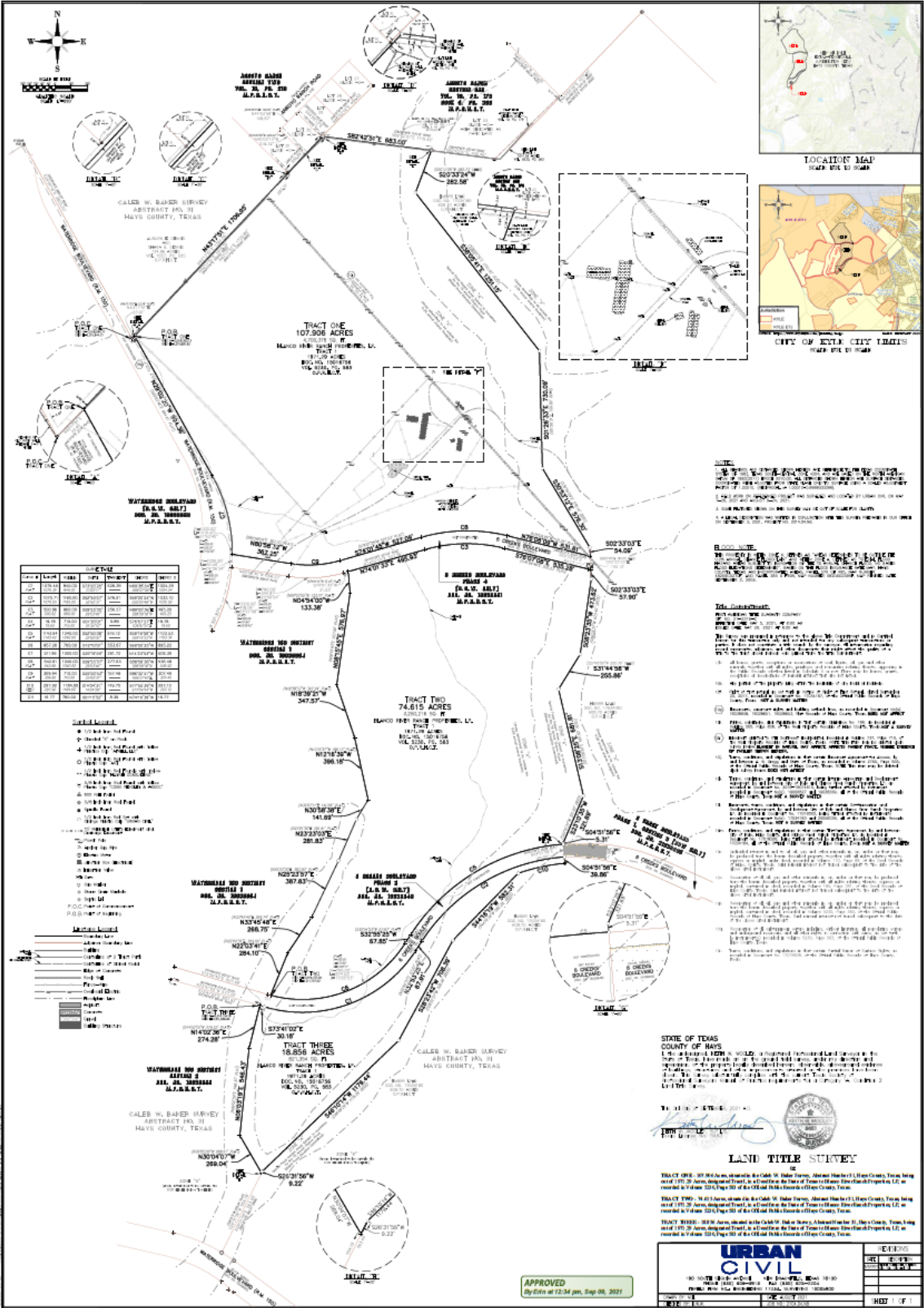


EXHIBIT B – NON-PROJECT COSTS

Reinvestment Zone Number Three, City of Kyle Non-Project Costs		
Private Improvements ¹		
Roads	\$	9,125,161
Water	\$	2,523,114
Sanitary Sewer	\$	2,751,120
Utilities	\$	2,201,770
Parks and Open Space	\$	1,000,000
Home Construction	\$	167,758,505
Amenity Center	\$	3,000,000
Total Non-Project Costs		\$ 188,359,670
(1) Based on Financing Tables provided by Launch Development Finance Advisors dated 1-31-22.		

EXHIBIT C – LIST OF PROJECT COSTS

Reinvestment Zone Number Three, City of Kyle Project Costs		
Public Improvements ¹		
Roads	\$	12,475,065
Water	\$	2,699,682
Sanitary Sewer	\$	2,415,814
Storm Drainage	\$	5,619,712
Parks and Open Space	\$	3,288,142
Soft Costs	\$	6,977,576
Interest and Financing Costs ²	\$	8,950,204
<i>Public Improvement Costs</i>	<i>\$</i>	<i>42,426,195</i>
Administrative Costs	\$	405,681
Total Project Costs	\$	42,831,876

(1) Based on Financing Tables provided by Launch Development Finance Advisors dated 1-31-22.

(2) Estimated Interest and Financing Costs subject to change based on SAP.

EXHIBIT D – ESTIMATED TIMELINE OF INCURRED PROJECT COSTS

Reinvestment Zone Number Three, City of Kyle Estimated Timeline of Incurred Project Costs			
Zone Year	Calendar Year	Total Project Costs ^{1,2}	
		Annual	Cumulative
Base	2022	\$ -	\$ -
1	2023	\$ -	\$ -
2	2024	\$ 1,463,727	\$ 1,463,727
3	2025	\$ 6,371,260	\$ 7,834,987
4	2026	\$ 6,371,260	\$ 14,206,246
5	2027	\$ 6,371,260	\$ 20,577,506
6	2028	\$ 5,078,191	\$ 25,655,697
7	2029	\$ 3,354,100	\$ 29,009,797
8	2030	\$ 3,354,100	\$ 32,363,896
9	2031	\$ 3,354,100	\$ 35,717,996
10	2032	\$ 3,354,100	\$ 39,072,095
11	2033	\$ 3,354,100	\$ 42,426,195
		\$ 42,426,195	
(1) Estimate provided for illustrative purposes only. (2) Does not illustrate Administrative Costs, which shall be incurred annually for the duration of the Zone.			

EXHIBIT E – FEASIBILITY STUDY

Reinvestment Zone Number Three, City of Kyle Feasibility Study																				
Zone Year	Calendar Year	Collection Year	Growth/ Year ¹	Savannah - Development									City AV Revenue				County AV Revenue			
				Added Development	New Taxable Value	Incremental Value	City TIRZ Fund Contribution			County TIRZ Fund Contribution			Total Gross		Total Retained		Total Gross		Total Retained	
							%	Annual	Cumulative	%	Annual	Cumulative	Annual	Cumulative	Annual	Cumulative	Annual	Cumulative	Annual	Cumulative
Base	2022	2023			\$ 60,050	\$ -														
1	2023	2024	2%	\$ -	\$ 61,251	\$ 1,201	36.74%	\$ -	\$ -	36.74%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2	2024	2025	2%	\$ 10,217,358	\$ 10,279,834	\$ 10,219,784	36.74%	\$ 2	\$ 2	36.74%	\$ 2	\$ 2	\$ 6	\$ 6	\$ 4	\$ 4	\$ 4	\$ 4	\$ 3	\$ 3
3	2025	2026	2%	\$ 44,473,761	\$ 54,959,192	\$ 54,899,142	36.74%	\$ 19,079	\$ 19,081	36.74%	\$ 13,624	\$ 13,626	\$ 51,937	\$ 51,943	\$ 32,858	\$ 32,862	\$ 37,088	\$ 37,092	\$ 23,463	\$ 23,466
4	2026	2027	2%	\$ 44,473,761	\$ 100,532,137	\$ 100,472,087	36.74%	\$ 102,490	\$ 121,572	36.74%	\$ 73,187	\$ 86,813	\$ 278,997	\$ 330,940	\$ 176,507	\$ 209,369	\$ 199,229	\$ 236,321	\$ 126,042	\$ 149,508
5	2027	2028	2%	\$ 44,473,761	\$ 147,016,540	\$ 146,956,490	36.74%	\$ 187,569	\$ 309,141	36.74%	\$ 133,941	\$ 220,754	\$ 510,599	\$ 841,540	\$ 323,030	\$ 532,399	\$ 364,613	\$ 600,934	\$ 230,672	\$ 380,180
6	2028	2029	2%	\$ 35,447,661	\$ 185,404,532	\$ 185,344,482	36.74%	\$ 274,350	\$ 583,491	36.74%	\$ 195,910	\$ 416,665	\$ 746,833	\$ 1,588,373	\$ 472,483	\$ 1,004,881	\$ 533,305	\$ 1,134,239	\$ 337,395	\$ 717,575
7	2029	2030	2%	\$ 23,412,861	\$ 212,525,484	\$ 212,465,434	36.74%	\$ 346,016	\$ 929,507	36.74%	\$ 247,086	\$ 663,751	\$ 941,921	\$ 2,530,293	\$ 595,905	\$ 1,600,786	\$ 672,615	\$ 1,806,854	\$ 425,529	\$ 1,143,103
8	2030	2031	2%	\$ 23,412,861	\$ 240,188,854	\$ 240,128,804	36.74%	\$ 396,648	\$ 1,326,155	36.74%	\$ 283,242	\$ 946,993	\$ 1,079,749	\$ 3,610,043	\$ 683,102	\$ 2,283,888	\$ 771,037	\$ 2,577,891	\$ 487,795	\$ 1,630,899
9	2031	2032	0%	\$ 23,412,861	\$ 263,601,715	\$ 263,541,665	36.74%	\$ 448,292	\$ 1,774,447	36.74%	\$ 320,120	\$ 1,267,113	\$ 1,220,335	\$ 4,830,377	\$ 772,043	\$ 3,055,930	\$ 871,427	\$ 3,449,319	\$ 551,307	\$ 2,182,206
10	2032	2033	0%	\$ 23,412,861	\$ 287,014,576	\$ 286,954,526	36.74%	\$ 492,001	\$ 2,266,448	36.74%	\$ 351,332	\$ 1,618,445	\$ 1,339,319	\$ 6,169,696	\$ 847,318	\$ 3,903,248	\$ 956,393	\$ 4,405,712	\$ 605,060	\$ 2,787,266
11	2033	2034	2%	\$ 23,412,861	\$ 316,167,729	\$ 316,107,679	36.74%	\$ 535,710	\$ 2,802,158	36.74%	\$ 382,545	\$ 2,000,990	\$ 1,458,303	\$ 7,627,999	\$ 922,593	\$ 4,825,841	\$ 1,041,358	\$ 5,447,070	\$ 658,813	\$ 3,446,080
12	2034	2035	2%	\$ -	\$ 322,491,083	\$ 322,431,033	36.74%	\$ 590,135	\$ 3,392,293	36.74%	\$ 421,409	\$ 2,422,399	\$ 1,606,459	\$ 9,234,458	\$ 1,016,324	\$ 5,842,165	\$ 1,147,155	\$ 6,594,224	\$ 725,746	\$ 4,171,825
13	2035	2036	2%	\$ -	\$ 328,940,905	\$ 328,880,855	36.74%	\$ 601,940	\$ 3,994,233	36.74%	\$ 429,839	\$ 2,852,238	\$ 1,638,595	\$ 10,873,052	\$ 1,036,654	\$ 6,878,819	\$ 1,170,102	\$ 7,764,327	\$ 740,263	\$ 4,912,089
14	2036	2037	2%	\$ -	\$ 335,519,723	\$ 335,459,673	36.74%	\$ 613,981	\$ 4,608,215	36.74%	\$ 438,437	\$ 3,290,675	\$ 1,671,373	\$ 12,544,425	\$ 1,057,391	\$ 7,936,210	\$ 1,193,509	\$ 8,957,835	\$ 755,071	\$ 5,667,160
15	2037	2038	2%	\$ -	\$ 342,230,118	\$ 342,170,068	36.74%	\$ 626,263	\$ 5,234,478	36.74%	\$ 447,208	\$ 3,737,883	\$ 1,704,806	\$ 14,249,231	\$ 1,078,543	\$ 9,014,753	\$ 1,217,383	\$ 10,175,218	\$ 770,175	\$ 6,437,335
16	2038	2039	2%	\$ -	\$ 349,074,720	\$ 349,014,670	36.74%	\$ 638,791	\$ 5,873,269	36.74%	\$ 456,153	\$ 4,194,036	\$ 1,738,908	\$ 15,988,139	\$ 1,100,118	\$ 10,114,870	\$ 1,241,735	\$ 11,416,953	\$ 785,582	\$ 7,222,917
17	2039	2040	2%	\$ -	\$ 356,056,214	\$ 355,996,164	36.74%	\$ 651,569	\$ 6,524,838	36.74%	\$ 465,278	\$ 4,659,315	\$ 1,773,693	\$ 17,761,832	\$ 1,122,124	\$ 11,236,994	\$ 1,266,574	\$ 12,683,528	\$ 801,296	\$ 8,024,213
18	2040	2041	2%	\$ -	\$ 363,177,339	\$ 363,117,289	36.74%	\$ 664,602	\$ 7,189,440	36.74%	\$ 474,585	\$ 5,133,900	\$ 1,809,173	\$ 19,571,004	\$ 1,144,570	\$ 12,381,564	\$ 1,291,910	\$ 13,975,438	\$ 817,325	\$ 8,841,538
19	2041	2042	0%	\$ -	\$ 363,177,339	\$ 363,117,289	36.74%	\$ 677,897	\$ 7,867,337	36.74%	\$ 484,079	\$ 5,617,978	\$ 1,845,362	\$ 21,416,366	\$ 1,167,465	\$ 13,549,029	\$ 1,317,753	\$ 15,293,190	\$ 833,674	\$ 9,675,212
20	2042	2043	0%	\$ -	\$ 363,177,339	\$ 363,117,289	36.74%	\$ 677,897	\$ 8,545,234	36.74%	\$ 484,079	\$ 6,102,057	\$ 1,845,362	\$ 23,261,729	\$ 1,167,465	\$ 14,716,495	\$ 1,317,753	\$ 16,610,943	\$ 833,674	\$ 10,508,886
21	2043	2044	2%	\$ -	\$ 370,440,886	\$ 370,380,836	36.74%	\$ 677,897	\$ 9,223,131	36.74%	\$ 484,079	\$ 6,586,135	\$ 1,845,362	\$ 25,107,091	\$ 1,167,465	\$ 15,883,960	\$ 1,317,753	\$ 17,928,696	\$ 833,674	\$ 11,342,560
22	2044	2045	2%	\$ -	\$ 377,849,703	\$ 377,789,653	36.74%	\$ 691,457	\$ 9,914,587	36.74%	\$ 493,762	\$ 7,079,897	\$ 1,882,275	\$ 26,989,366	\$ 1,190,818	\$ 17,074,779	\$ 1,344,112	\$ 19,272,808	\$ 850,350	\$ 12,192,911
23	2045	2046	2%	\$ -	\$ 385,406,697	\$ 385,346,647	36.74%	\$ 705,288	\$ 10,619,876	36.74%	\$ 503,639	\$ 7,583,536	\$ 1,919,927	\$ 28,909,293	\$ 1,214,639	\$ 18,289,417	\$ 1,370,999	\$ 20,643,806	\$ 867,360	\$ 13,060,271
24	2046	2047	2%	\$ -	\$ 393,114,831	\$ 393,054,781	36.74%	\$ 719,396	\$ 11,339,272	36.74%	\$ 513,713	\$ 8,097,249	\$ 1,958,332	\$ 30,867,625	\$ 1,238,935	\$ 19,528,353	\$ 1,398,423	\$ 22,042,229	\$ 884,710	\$ 13,944,981
25	2047	2048	2%	\$ -	\$ 400,977,128	\$ 400,917,078	36.74%	\$ 733,786	\$ 12,073,059	36.74%	\$ 523,989	\$ 8,621,238	\$ 1,997,504	\$ 32,865,129	\$ 1,263,718	\$ 20,792,071	\$ 1,426,396	\$ 23,468,625	\$ 902,407	\$ 14,847,388
26	2048	2049	2%	\$ -	\$ 408,996,670	\$ 408,936,620	36.74%	\$ 748,464	\$ 12,821,523	36.74%	\$ 534,470	\$ 9,155,708	\$ 2,037,461	\$ 34,902,590	\$ 1,288,996	\$ 22,081,067	\$ 1,454,928	\$ 24,923,553	\$ 920,458	\$ 15,767,846
27	2049	2050	2%	\$ -	\$ 417,176,604	\$ 417,116,554	36.74%	\$ 763,436	\$ 13,584,959	36.74%	\$ 545,161	\$ 9,700,869	\$ 2,078,216	\$ 36,980,806	\$ 1,314,780	\$ 23,395,847	\$ 1,484,031	\$ 26,407,584	\$ 938,870	\$ 16,706,715
28	2050	2051	2%	\$ -	\$ 425,520,136	\$ 425,460,086	36.74%	\$ 778,707	\$ 14,363,666	36.74%	\$ 556,066	\$ 10,256,935	\$ 2,119,786	\$ 39,100,592	\$ 1,341,079	\$ 24,736,926	\$ 1,513,716	\$ 27,921,300	\$ 957,650	\$ 17,664,365
29	2051	2052	0%	\$ -	\$ 425,520,136	\$ 425,460,086	36.74%	\$ 794,283	\$ 15,157,949	36.74%	\$ 567,189	\$ 10,824,124	\$ 2,162,188	\$ 41,262,780	\$ 1,367,905	\$ 26,104,831	\$ 1,543,995	\$ 29,465,295	\$ 976,806	\$ 18,641,171
30	2052	2053	0%	\$ -	\$ 425,520,136	\$ 425,460,086	36.74%	\$ 794,283	\$ 15,952,233	36.74%	\$ 567,189	\$ 11,391,313	\$ 2,162,188	\$ 43,424,968	\$ 1,367,905	\$ 27,472,736	\$ 1,543,995	\$ 31,009,290	\$ 976,806	\$ 19,617,977
				\$ 296,150,607			\$ 15,952,233			\$ 11,391,313			\$ 43,424,968		\$ 27,472,736		\$ 31,009,290		\$ 19,617,977	
Assumptions				Footnotes																
Tax Increment Base ² \$ 60,050				1) Values increased at 2% annually with two years of no growth each decade to simulate an economic downturn.																
City AV Rate 0.508200				2) Tax Increment Base as of January 1, 2022, as confirmed by Hays CAD.																
County AV Rate 0.362900				3) It is anticipated that this Preliminary Plan shall be amended in the future to identify additional development within the Zone.																

EXHIBIT F – LEGAL DESCRIPTION

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EXHIBIT "A"

Job No. 2104.04.NB
September 3, 2021

107.906 Acres Tract One

State of Texas County of Hays

Fieldnotes, for 107.906 Acres, situated in the Caleb W. Baker Survey, Abstract Number 31, Hays County, Texas, being out of 1971.29 Acres, designated Tract I, in a Deed from the State of Texas to Blanco River Ranch Properties, LP, as recorded in Volume 5230, Page 583 of the Official Public Records of Hays County, Texas; said 107.906 Acres being more fully described by metes and bounds as follows;

Commencing, at a X Chiseled in Rock found, on the Northeast Right-of-Way of Waterridge Boulevard, *Not Constructed* (also known as RM 150), as recorded in Instrument Number 19038653 Of the Plat Records of Hays County Texas, for the South corner of a 134.86 Acre tract, described in a Deed from Charles M. Decker, IV, John Albert Decker and Nancy R. Decker, individually and as Independent Executrix of the Estate of James W. Decker, to Auburn E. Dennis and Shara B. Dennis, as recorded in Volume 1057, Page 225 of the said Official Public Records, an Inner Ell corner of the said 1971.29 Acre tract, from whence, an 8 Inch Cedar Fence Corner Post found, for a North corner of the said 1971.29 Acre tract, bears North 29°06'16" West, 2803.20 Feet;

Thence, North 43°17'51" East, with the common line of the Northeast Right-of-Way of the said Waterridge Boulevard, a Southeast line of the said 134.86 Acre tract and a Northwest line of the said 1971.29 Acre tract, 23.91 Feet, to a ½ Inch Iron Rod with Yellow Plastic Cap stamped "Atwell LLC" found, for a corner of the Northeast Right-of-Way of the said Waterridge Boulevard, the **Point of Beginning** and West corner of this tract;

Thence, North 43°17'51" East, continuing with the Southeast line of the said 134.86 Acre tract and the Northwest line of the said 1971.29 Acre tract, at 1391.55 Feet, pass a ½ Inch Iron Rod found, 2.91 Feet left of line, for the South corner of Arroyo Ranch Section Two, as recorded in Volume 10, Page 218 of the said Plat Records, at 1698.18 Feet, pass a ½ Inch Iron Rod found, 1.49 Feet Left of line, for the West corner of Arroyo Ranch Section One, as recorded in Volume 10, Page 179 of the said Plat Records, in all 1706.95 Feet, to a ½ Inch Iron Rod with Orange Plastic Cap stamped "Urban Civil" set, for a Northwest corner of the said 1971.29 Acre tract and this tract;

Thence, South 82°42'51" East, with the North line of the said 1971.29 Acre tract, 683.00 Feet, to a ½ Inch Iron Rod with Yellow Plastic Cap stamped "AST" found, for a West corner of a 608.70 Acre tract, described in a Deed from Blanco River Ranch Properties, LP, to HMBRR LP #2, as recorded in Instrument Number 17034180 of the said Official Public Records, the Northeast corner of this tract;

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Thence, departing the North line of the said 1971.29 Acre tract, with the West line of the said 608.70 Acre tract, as follows:

- South 20°33'24" West, 282.58 Feet, to a ½ Inch Iron Rod with Orange Plastic Cap stamped "Urban Civil" set, for a corner of the said 608.70 Acre tract and this tract;
- South 38°05'41" East, 1251.15 Feet, to a ½ Inch Iron Rod with Orange Plastic Cap stamped "Urban Civil" set, for a corner of the said 608.70 Acre tract and this tract;
- South 01°26'33" East, 730.09 Feet, to a ½ Inch Iron Rod with Orange Plastic Cap stamped "Urban Civil" set, for a corner of the said 608.70 Acre tract and this tract;
- South 30°53'12" East, 576.30 Feet, to a ½ Inch Iron Rod with Orange Plastic Cap stamped "Urban Civil" set, for a corner of the said 608.70 Acre tract and this tract;
- South 02°33'03" East, 54.09 Feet, to a ½ Inch Iron Rod with Yellow Plastic Cap stamped "Atwell LLC" found, on the North Right-of-Way of 6 Creeks Boulevard, *Not Constructed*, as shown on the Plat of 6 Creeks Boulevard, Phase 4, as recorded in Instrument Number 19038651 of the said Plat Records, for the Southeast corner of this tract;

Thence, departing the West line of the said 608.70 Acre tract, with the North Right-of-Way of the said 6 Creeks Boulevard, as follows:

- North 76°06'09" West, 531.61 Feet, to a ½ Inch Iron Rod with Yellow Plastic Cap stamped "Atwell LLC" found, for a corner of this tract and the beginning of a curve to the Left, having a Radius of 1040.00 Feet, a Central Angle of 29°53'37" an Arc Length of 542.61 Feet and a Chord which bears South 88°58'38" West, 536.48 Feet;
- With the Arc of the said Curve to the Left, 542.61 Feet, to a ½ Inch Iron Rod with Yellow Plastic Cap stamped "Atwell LLC" found, for a corner of this tract;
- South 74°01'45" West, 527.09 Feet, to a ½ Inch Iron Rod with Yellow Plastic Cap stamped "Atwell LLC" found, for a corner of this tract and the beginning of a curve to the Right, having a Radius of 710.00 Feet, a Central Angle of 25°00'43" an Arc Length of 309.94 Feet and a Chord which bears South 86°32'41" West, 307.49 Feet;
- With the Arc of the said Curve to the Right, 309.94 Feet, to a ½ Inch Iron Rod with Yellow Plastic Cap stamped "Atwell LLC" found, for a corner of this tract;
- North 80°58'32" West, 367.25 Feet, to a ½ Inch Iron Rod with Yellow Plastic Cap stamped "Atwell LLC" found, on the East Right-of-Way of the said Waterridge Boulevard, for the Southwest corner of this tract and the beginning of a curve to the Left, having a Radius of 1000.00 Feet, a Central Angle of 29°19'59" an Arc Length of 511.96 Feet and a Chord which bears North 14°23'53" West, 506.39 Feet;

Thence, departing the North Right-of-Way of the said 6 Creeks Boulevard, with the East Right-of-Way of the said Waterridge Boulevard and the Arc of the said curve to the Left, 511.96 Feet, to a ½ Inch Iron Rod with Yellow Plastic Cap stamped "Atwell LLC" found, for a corner of this tract;

URBANCIVIL™

Thence, North 29°02'20" West, with the Northeast Right-of-Way of the said Waterridge Boulevard, 994.36 Feet, to the **Point of Beginning**, containing 107.906 Acres (4,700,378 Square Feet) of Land, more or less.

Bearings are based on GPS, NAD83, State Plane Coordinates, Texas South Central Zone 4204.

Unless this fieldnote description, including preamble, seal and signature, appears in its entirety, in its original form, surveyor assumes no responsibility for its accuracy.

Also reference accompanying Map of tract described herein.



URBAN CIVIL

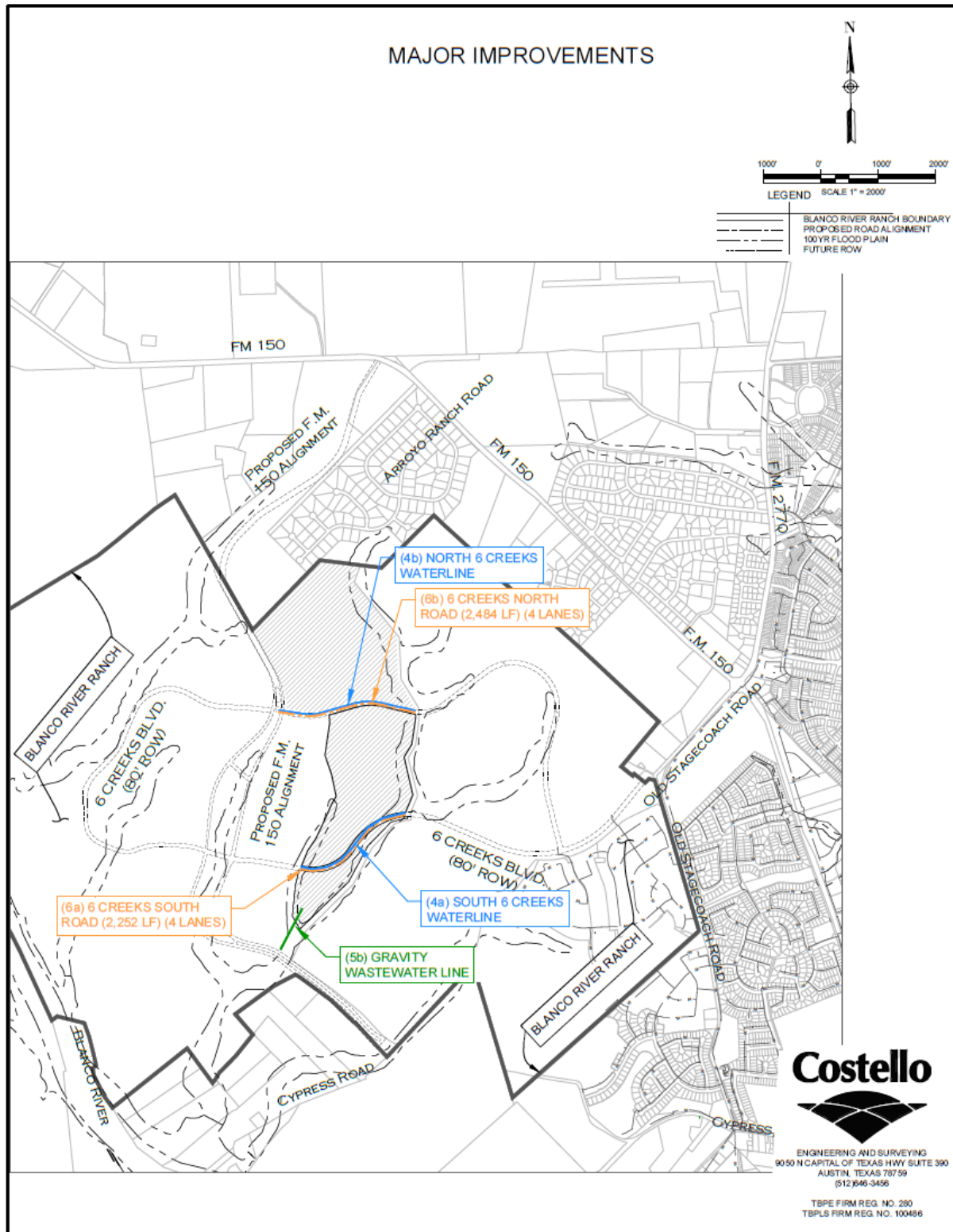
Keith W. Wooley
Keith W. Wooley, R.P.L.S.
License No. 5463

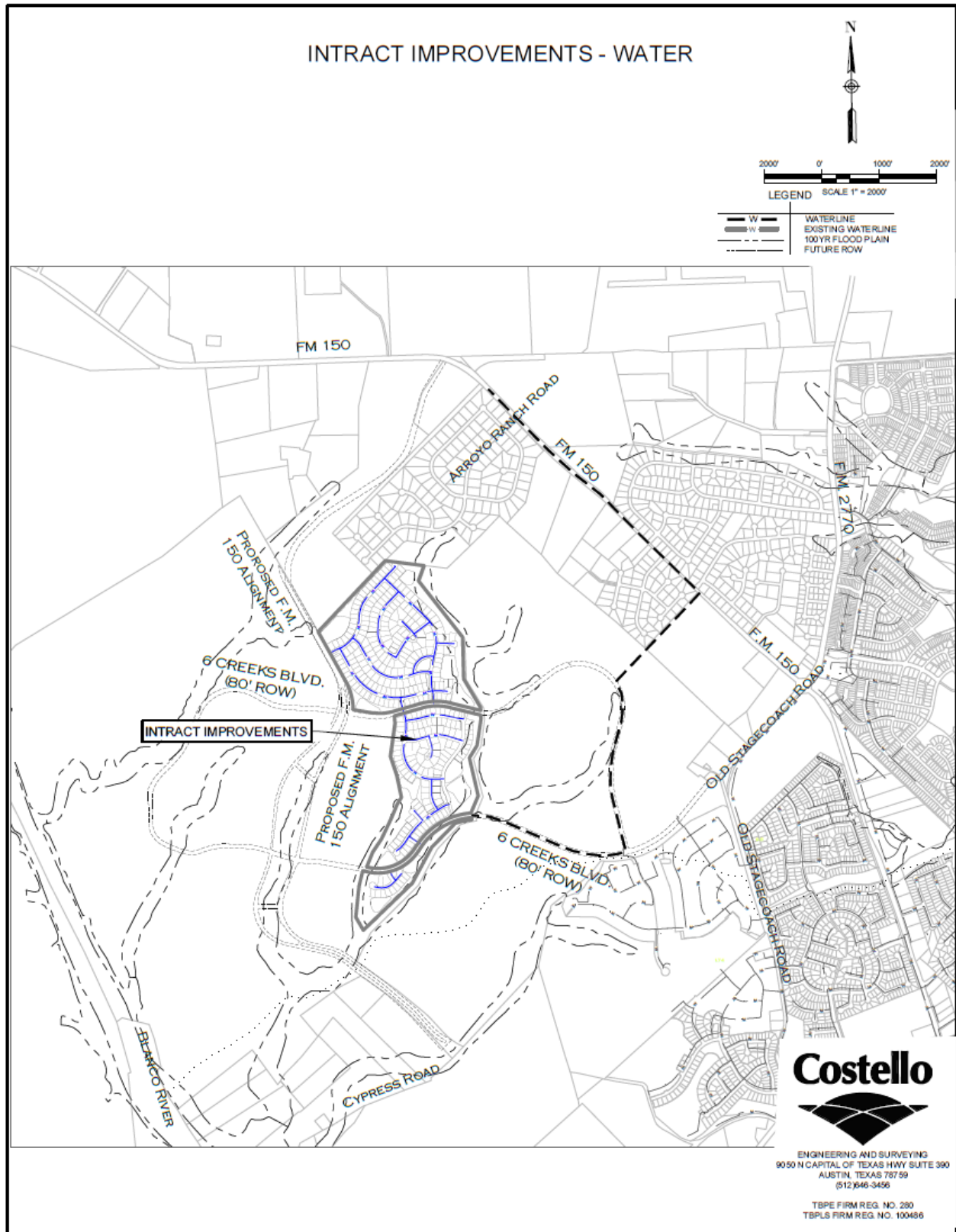
Page 3 of 3

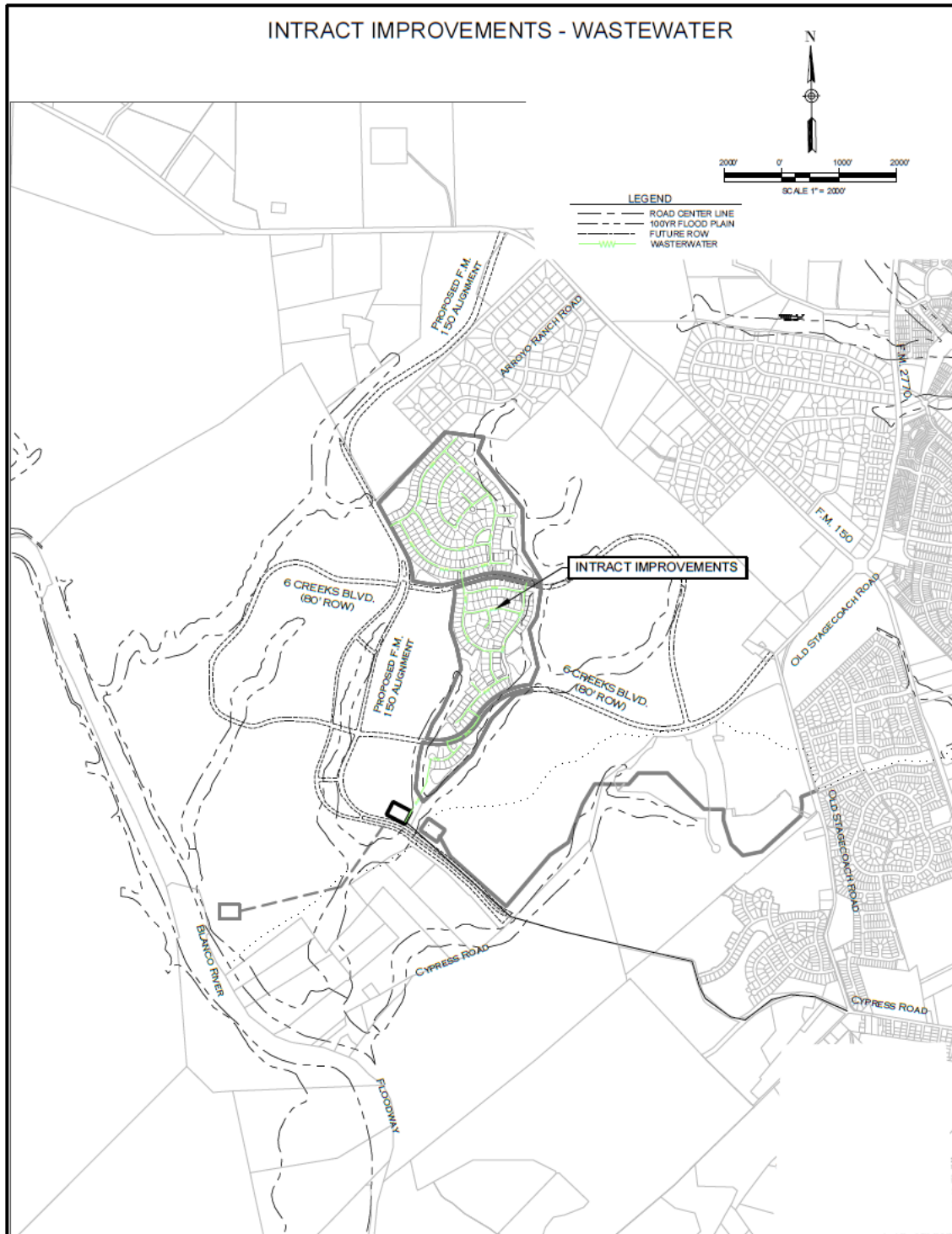
EXHIBIT G – PROPOSED USES OF THE PROPERTY

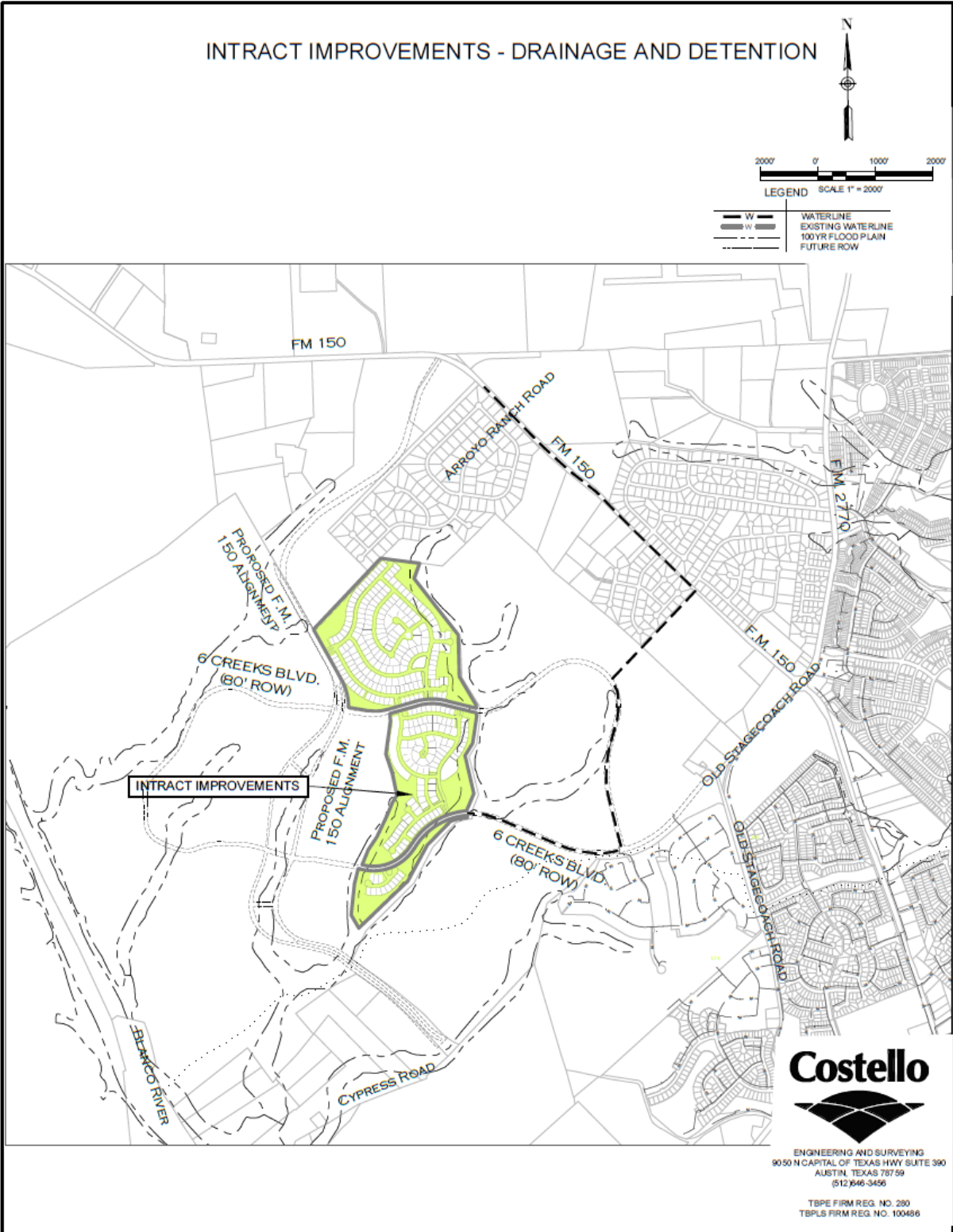


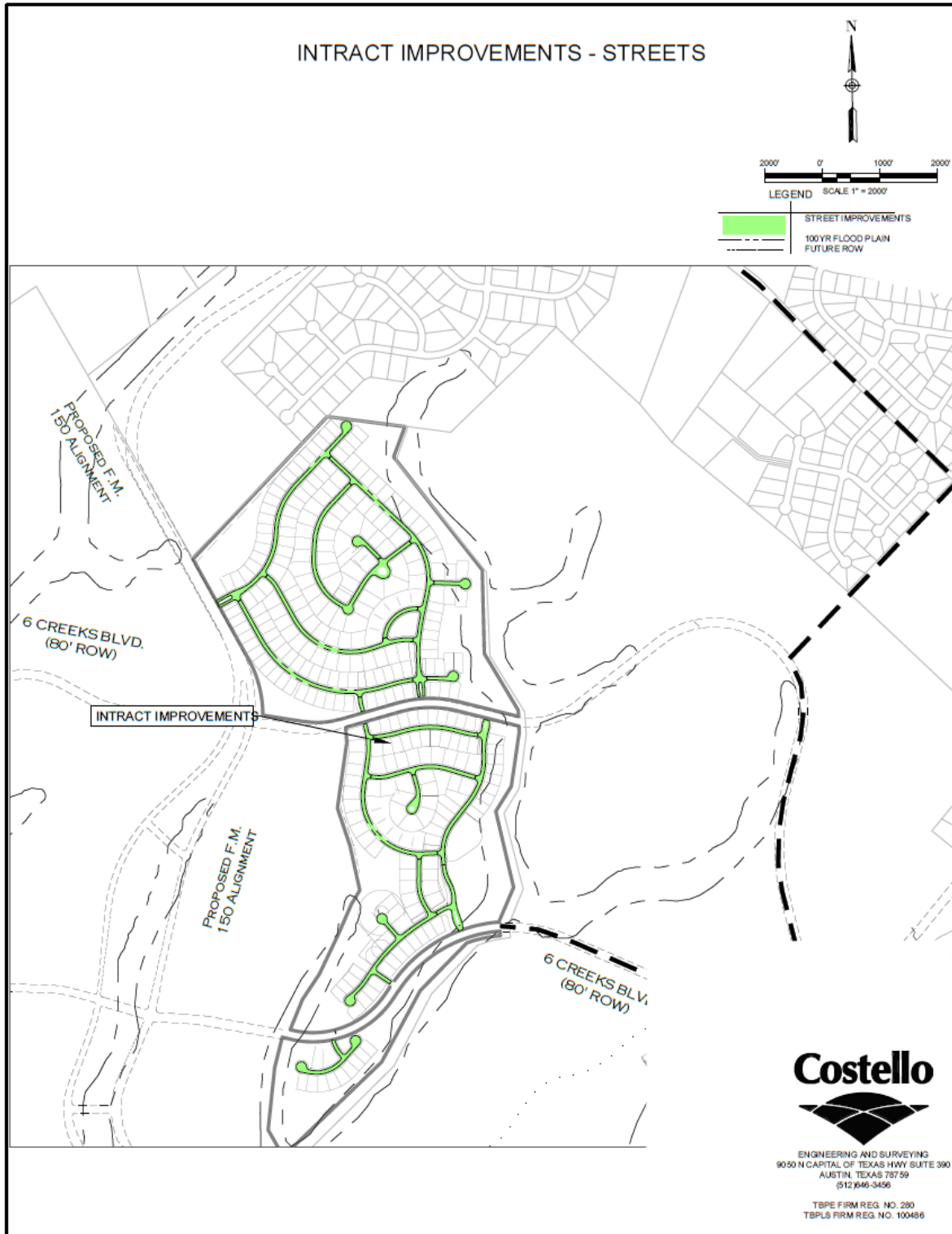
EXHIBIT H –MAP OF THE PUBLIC IMPROVEMENTS

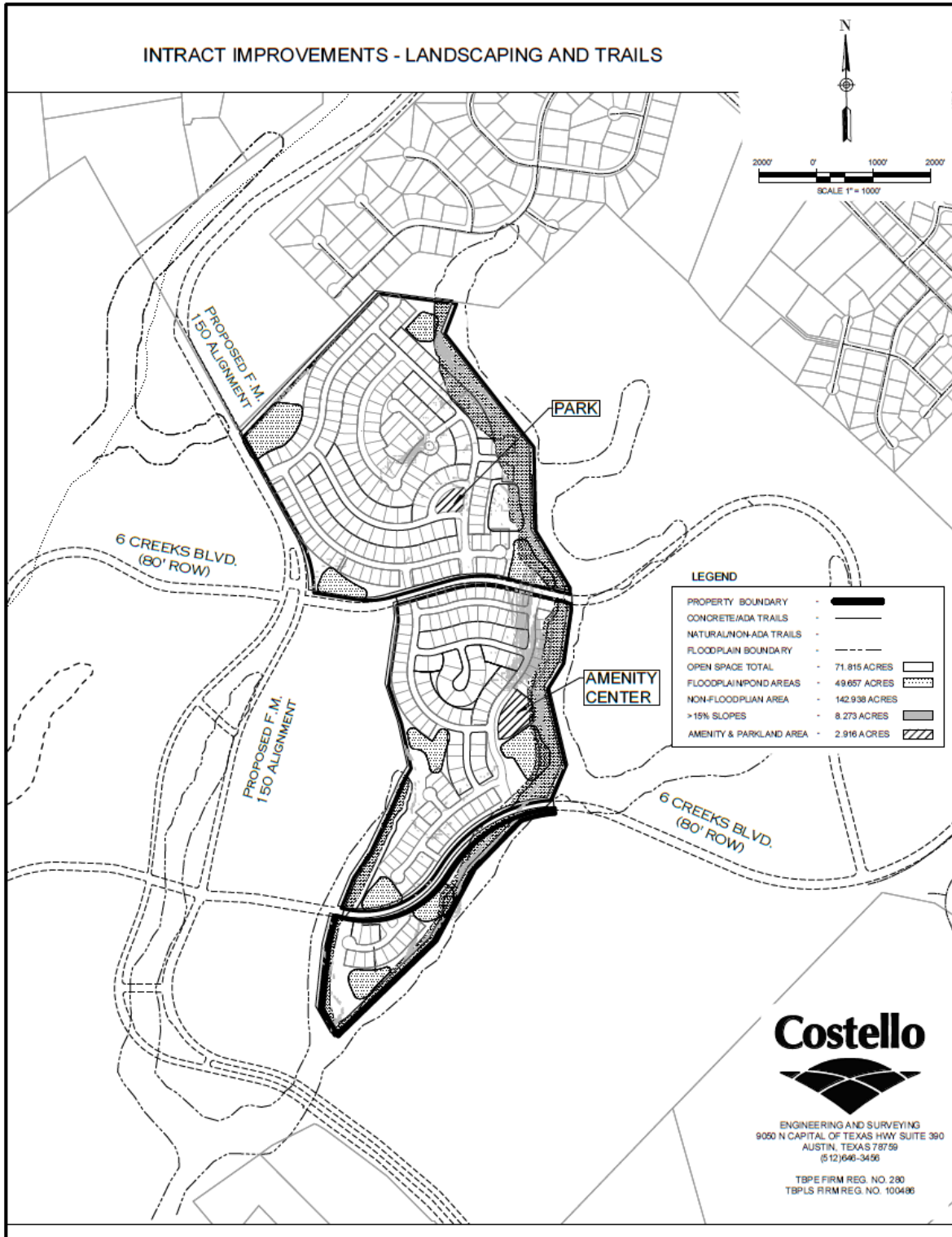














CITY OF KYLE, TEXAS

ILA - County

Meeting Date: 3/1/2022
Date time: 7:00 PM

Subject/Recommendation: Consider and possible action on an Interlocal Agreement regarding City of Kyle Reinvestment Zone No. 3 by and between the City of Kyle, Texas and the County of Hays, Texas. ~ *Paige Saenz, City Attorney*

Other Information:

Legal Notes:

Budget Information:

ATTACHMENTS:

Description

No Attachments Available



CITY OF KYLE, TEXAS

Resolution approving form and authorizing distribution of PLOM- MIA Bonds

Meeting Date: 3/1/2022

Date time: 7:00 PM

Subject/Recommendation: Consider and possible action on a Resolution approving the form and authorizing the distribution of a Preliminary Limited Offering Memorandum for City Of Kyle, Texas Special Assessment Revenue Bonds, Series 2022 (Plum Creek North Public Improvement District Major Improvement Area Project). ~ *Gregory Miller, Bickerstaff Heath Delgado Acosta LLP*

Other Information:

Legal Notes:

Budget Information:

ATTACHMENTS:

Description

- ☐ Resolution Approving Form and Authorizing Distribution of PLOM - Plum Creek North PID MIA Bonds (01330773x7A30F)
- ☐ Certificate for PLOM resolution - MIA Bonds 2022 (01376366x7A30F)
- ☐ Kyle, PLUM Creek PID - S2021 - MIA PLOM 4126-4254-1107 v.3
- ☐ Appendix B - Form of Indenture
- ☐ Appendix C - Form of SAP
- ☐ APPENDIX D - Form of Opinion of Bond Counsel
- ☐ Appendix E-1 - Issuer CDA
- ☐ Appendix E-2 - Developer CDA
- ☐ Appendix F - Financing Agreement
- ☐ Appendix G - Appraisal

RESOLUTION NO. _____

**RESOLUTION APPROVING THE FORM AND AUTHORIZING THE
DISTRIBUTION OF A PRELIMINARY LIMITED OFFERING
MEMORANDUM FOR CITY OF KYLE, TEXAS SPECIAL
ASSESSMENT REVENUE BONDS, SERIES 2022 (PLUM CREEK
NORTH PUBLIC IMPROVEMENT DISTRICT MAJOR
IMPROVEMENT AREA PROJECT)**

WHEREAS, a petition (the “*Petition*”) requesting the creation of a public improvement district located in the City to be known as the Plum Creek North Public Improvement District (the “*District*”) was signed and submitted by Lennar Homes of Texas Land and Construction, Ltd., a Texas limited partnership, on City August 1, 2017, pursuant to the Public Improvement District Assessment Act, Texas Local Government Code, Chapter 372, as amended (the “*PID Act*”); and

WHEREAS, on April 16, 2019, after due notice, the City Council of the City (“*City Council*”) held a public hearing in the manner required by law on the advisability of the improvement projects and services described in the Petition as required by Section 372.009 of the PID Act; and

WHEREAS, the City Council made the findings required by Section 372.009(b) of the PID Act and authorized the creation of the District in accordance with its finding as to the advisability of the improvement projects and services; and

WHEREAS, on May 8, 2019, the City published notice of its authorization of the creation of the District in the *Hays Free Press*, a newspaper of general circulation in the City; and

WHEREAS, no written protests of the creation of the District from any owners of record of property within the District were filed with the City Secretary within 20 days after May 8, 2019; and

WHEREAS, the City Council held a public hearing at its regularly scheduled meeting on November 16, 2021, in accordance with the PID Act, and adopted a Service and Assessment Plan (the “*Service and Assessment Plan*”) and levied assessments against real property located in “Major Improvement Area” of the District (as such area is defined in the Service and Assessment Plan), for the purpose of financing, among other things, the “Major Improvement Area Projects” (such public improvements are defined in the Service and Assessment Plan); and

WHEREAS, the City Council is authorized by the PID Act to issue revenue bonds payable from the Assessments to finance public improvements that will convey benefits to the District; and

WHEREAS, this City Council intends to issue City of Kyle, Texas Special Assessment Revenue Bonds, Series 2022 (Plum Creek North Public Improvement District Major Improvement Area Project) to fund, among other things, the Major Improvement Area Projects (the “*Bonds*”); and

WHEREAS, there has been presented to this City Council a Preliminary Limited Offering Memorandum for the Bonds (the “*Preliminary Limited Offering Memorandum*”); and

WHEREAS, this City Council finds and determines that it is necessary and in the best interests of the City to approve the form and content of the Preliminary Limited Offering Memorandum and authorize the use of the Preliminary Limited Offering Memorandum in the offering and sale of the Bonds by the underwriter for the Bonds, FMSbonds, Inc. (the “Underwriter”).

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

Section 1. The form and content of the Preliminary Limited Offering Memorandum is hereby approved, with such changes, addenda, supplements or amendments as may be approved by the City Manager, Director of Finance, Financial Advisor, Counsel or Bond Counsel to the City. The City hereby authorizes the Preliminary Limited Offering Memorandum to be used by the Underwriter in connection with the marketing and sale of the Bonds.

Section 2. Capitalized terms used herein and not otherwise defined shall have the meanings assigned thereto in the Preliminary Limited Offering Memorandum.

Section 3. This Resolution shall be effective immediately upon its adoption.

[The remainder of this page is intentionally left blank.]

PASSED, APPROVED AND EFFECTIVE this 1st day of March, 2022.

Travis Mitchell, Mayor
City of Kyle, Texas

ATTEST:

Jennifer Holm, City Secretary
City of Kyle, Texas

[SEAL]

CERTIFICATE OF RESOLUTION

THE STATE OF TEXAS §
COUNTY OF HAYS §
CITY OF KYLE §

I, the undersigned City Secretary of said City, hereby certify as follows:

1. The City Council of said City (the "City Council") convened in a Regular Meeting on March 1, 2022, at the City Council Chambers, City Hall, 100 W. Center Street, Kyle, Texas, or by videoconference if necessary, and the roll was called of the duly constituted officers and members of said City Council, to-wit:

Travis Mitchell	Mayor
Robert Rizo	Mayor Pro Tem/Council Member District 3
Dex Ellison	Council Member District 1
Yvonne Flores-Cale	Council Member District 2
Ashlee Bradshaw	Council Member District 4
Daniela Parsley	Council Member District 5
Michael Tobias	Council Member District 6

and all of said persons were present, except for the following:_____;
thus constituting a quorum. Whereupon, among other business, the following was transacted at said meeting: a written Resolution entitled

RESOLUTION APPROVING THE FORM AND AUTHORIZING THE
DISTRIBUTION OF A PRELIMINARY LIMITED OFFERING
MEMORANDUM FOR CITY OF KYLE, TEXAS SPECIAL ASSESSMENT
REVENUE BONDS, SERIES 2022 (PLUM CREEK NORTH PUBLIC
IMPROVEMENT DISTRICT MAJOR IMPROVEMENT AREA PROJECT)

(the "Resolution") was duly introduced for the consideration of said City Council and read in full. It was then duly moved and seconded that said Resolution be passed; and, after due discussion, said motion, carrying with it the passage of said Resolution, prevailed and carried by the following vote:

AYES: _____

NOES: _____

ABSTENTIONS: _____

2. A true, full and correct copy of the aforesaid Resolution passed at the meeting described in the above and foregoing paragraph is attached to and follows this Certificate; said Resolution has been fully recorded in the official minutes of said City Council; the above and foregoing paragraph is a true, full and correct excerpt from said minutes of said meeting pertaining to the passage of said Resolution; the persons named in the above and foregoing paragraph, at the time of said meeting and the passage of said Resolution, were the duly chosen, qualified and acting officers and members of said City Council as indicated therein; each of said officers and members was duly and sufficiently notified officially and personally in advance, of the time, place and purpose of the aforesaid meeting and that said Resolution would be introduced and considered for passage at said meeting, and each of said officers and members consented in advance to the holding of said meeting for such purpose; and said meeting was open to the public, and public notice of the time, place and purpose of said meeting was given, all as required by Chapter 551, Texas Government Code.

SIGNED AND SEALED this _____ of March, 2022.

City Secretary
City of Kyle, Texas

[CITY SEAL]

NEW ISSUE

PRELIMINARY LIMITED OFFERING MEMORANDUM DATED [____], 2022

THE BONDS ARE INITIALLY OFFERED ONLY TO “ACCREDITED INVESTORS” (AS DEFINED IN RULE 501 OF REGULATION D PROMULGATED UNDER THE SECURITIES ACT OF 1933) AND “QUALIFIED INSTITUTIONAL BUYERS” (AS DEFINED IN RULE 144A UNDER THE SECURITIES ACT OF 1933). SEE “LIMITATIONS APPLICABLE TO INITIAL PURCHASERS.”

In the opinion of Bond Counsel, interest on the Bonds will be excludable from gross income for federal income tax purposes under existing law, subject to the matters described herein. See “TAX MATTERS — Tax Exemption” herein for a discussion of Bond Counsel’s opinion.

\$2,730,000*

CITY OF KYLE, TEXAS

(a municipal corporation of the State of Texas located in Hays County)

SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2022

(PLUM CREEK NORTH PUBLIC IMPROVEMENT DISTRICT MAJOR IMPROVEMENT AREA PROJECT)

Dated Date: April 14, 2022

Interest to Accrue from Closing Date

Due: September 1, as shown on the inside cover

The City of Kyle, Texas Special Assessment Revenue Bonds, Series 2022 (Plum Creek North Public Improvement District Major Improvement Area Project) (the “Bonds”), are being issued by the City of Kyle, Texas (the “City”). The Bonds will be issued in fully registered form, without coupons, in authorized denominations of \$100,000 of principal amount and any integral multiple of \$1,000 in excess thereof. The Bonds will bear interest at the rates set forth on the inside cover page hereof, and such interest will be calculated on the basis of a 360-day year of twelve 30-day months and will be payable on each March 1 and September 1, commencing September 1, 2022*, until maturity or earlier redemption. The Bonds will be registered in the name of Cede & Co., as nominee of The Depository Trust Company (“DTC”), New York, New York. No physical delivery of the Bonds will be made to the beneficial owners thereof. For so long as the book-entry-only system is maintained, the principal of and interest on the Bonds will be paid from the sources described herein by BOKF, NA, as trustee (the “Trustee”), to Cede & Co. as the registered owner thereof. See “BOOK-ENTRY-ONLY SYSTEM.”

The Bonds are being issued by the City pursuant to the Public Improvement District Assessment Act, Subchapter A of Chapter 372, Texas Local Government Code, as amended (the “PID Act”), an ordinance expected to be adopted by the City Council of the City (the “City Council”) on March 22, 2022, and an Indenture of Trust, dated as of March 15, 2022 (the “Indenture”), entered into by and between the City and the Trustee. Capitalized terms not otherwise defined herein shall have the meanings assigned to them in the Indenture.

Proceeds of the Bonds will be used to provide funds for (i) paying a portion of the Actual Costs of the Major Improvement Area Projects, (ii) paying capitalized interest on the Bonds during and after the period of acquisition and construction of the Major Improvement Area Projects, (iii) funding a reserve account for payment of principal and interest on the Bonds, (iv) paying a portion of the costs incidental to the organization and administration of the Plum Creek North Public Improvement District (the “District”) and (v) paying the costs of issuance of the Bonds. See “AUTHORIZED IMPROVEMENTS” and “APPENDIX B — Form of Indenture.”

The Bonds, when issued and delivered, will constitute valid and binding special, limited obligations of the City payable solely from and secured by the Pledged Revenues, consisting primarily of the Major Improvement Area Assessments levied against assessed parcels in the Major Improvement Area of the District in accordance with a Service and Assessment Plan and other funds comprising the Trust Estate, all to the extent and upon the conditions described herein. The Bonds are not payable from funds raised or to be raised from taxation. See “SECURITY FOR THE BONDS.” The Bonds are subject to redemption at the times, in the amounts, and at the redemption prices more fully described herein under the subcaption “DESCRIPTION OF THE BONDS — Redemption Provisions.”

The Bonds involve a significant degree of risk and are not suitable for all investors. See “BONDHOLDERS’ RISKS” and “SUITABILITY FOR INVESTMENT.” Prospective purchasers should carefully evaluate the risks and merits of an investment in the Bonds, should consult with their legal and financial advisors before considering a purchase of the Bonds, and should be willing to bear the risks of loss of their investment in the Bonds. The Bonds are not credit enhanced or rated and no application has been made for a rating on the Bonds.

THE BONDS ARE SPECIAL, LIMITED OBLIGATIONS OF THE CITY PAYABLE SOLELY FROM THE PLEDGED REVENUES AND OTHER FUNDS COMPRISING THE TRUST ESTATE, AS AND TO THE EXTENT PROVIDED IN THE INDENTURE. THE BONDS DO NOT GIVE RISE TO A CHARGE AGAINST THE GENERAL CREDIT OR TAXING POWER OF THE CITY AND ARE PAYABLE SOLELY FROM THE SOURCES IDENTIFIED IN THE INDENTURE. THE OWNERS OF THE BONDS SHALL NEVER HAVE THE RIGHT TO DEMAND PAYMENT THEREOF OUT OF MONEY RAISED OR TO BE RAISED BY TAXATION, OR OUT OF ANY FUNDS OF THE CITY OTHER THAN THE PLEDGED REVENUES, AS AND TO THE EXTENT PROVIDED IN THE INDENTURE. NO OWNER OF THE BONDS SHALL HAVE THE RIGHT TO DEMAND ANY EXERCISE OF THE CITY’S TAXING POWER TO PAY THE PRINCIPAL OF THE BONDS OR THE INTEREST OR REDEMPTION PREMIUM, IF ANY, THEREON. THE CITY SHALL HAVE NO LEGAL OR MORAL OBLIGATION TO PAY THE BONDS OUT OF ANY FUNDS OF THE CITY OTHER THAN THE PLEDGED REVENUES AND OTHER FUNDS COMPRISING THE TRUST ESTATE. SEE “SECURITY FOR THE BONDS.”

This cover page contains certain information for quick reference only. It is not a summary of the Bonds. Investors must read this entire Limited Offering Memorandum to obtain information essential to the making of an informed investment decision.

The Bonds are offered for delivery when, as, and if issued by the City and accepted by the Underwriter (identified below), subject to, among other things, the approval of the Bonds by the Attorney General of Texas and the receipt of the opinion of Bickerstaff Heath Delgado Acosta LLP, Bond Counsel, as to the validity of the Bonds and the excludability of interest thereon from gross income for federal income tax purposes. See “APPENDIX D — Form of Opinion of Bond Counsel.” Certain legal matters will be passed upon for the City by its counsel, The Knight Law Firm, LLP, for the Underwriter by its counsel, Orrick, Herrington & Sutcliffe LLP and for the Developer by its counsel, Metcalfe Wolff Stuart & Williams, LLP. It is expected that the Bonds will be delivered in book-entry form through the facilities of DTC on or about April 14, 2022 (the “Closing Date”).

FMSbonds, Inc.

**MATURITIES, PRINCIPAL AMOUNTS, INTEREST RATES, PRICES, YIELDS,
AND CUSIP NUMBERS**

CUSIP Prefix: _____^(a)

\$2,730,000*

CITY OF KYLE, TEXAS

(a municipal corporation of the State of Texas located in Hays County)

SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2022

(PLUM CREEK NORTH PUBLIC IMPROVEMENT DISTRICT MAJOR IMPROVEMENT AREA PROJECT)

\$ _____ % Term Bonds, Due September 1, 20__, Priced to Yield ____%; CUSIP ____^{(a) (b) (c)}

\$ _____ % Term Bonds, Due September 1, 20__, Priced to Yield ____%; CUSIP ____^{(a) (b) (c)}

-
- (a) CUSIP numbers are included solely for the convenience of owners of the Bonds. CUSIP is a registered trademark of the American Bankers Association. CUSIP data herein is provided by CUSIP Global Services ("CGS"), managed by S&P Global Market Intelligence on behalf of the American Bankers Association. This data is not intended to create a database and does not serve in any way as a substitute for the service provided by CGS. CUSIP numbers are provided for convenience of reference only. The City, the City's Financial Advisor and the Underwriter do not take any responsibility for the accuracy of such numbers.
- (b) The Bonds are subject to redemption, in whole or in part, before their scheduled maturity, at the option of the City, on any date on or after September 1, 20__, such redemption date or dates to be fixed by the City, at the redemption price of 100% of principal amount thereof, plus accrued interest to the date of redemption, as described herein under "DESCRIPTION OF THE BONDS — Redemption Provisions."
- (c) The Bonds are also subject to mandatory sinking fund redemption and extraordinary optional redemption as described herein under "DESCRIPTION OF THE BONDS — Redemption Provisions."

* Preliminary; subject to change.

CITY OF KYLE, TEXAS

CITY COUNCIL

<u>Name</u>	<u>Place</u>	<u>Term Expires (November)</u>
Travis Mitchell	Mayor	2023
Dexter Ellison	Council Member (District 1)	2022
Yvonne Flores-Cale	Council Member (District 2)	2023
Robert Rizo	Mayor Pro-Tem, Council Member (District 3)	2022
Ashlee Bradshaw	Council Member (District 4)	2023
Daniela Parsley	Council Member (District 5)	2024
Michael Tobias	Council Member (District 6)	2024

CITY MANAGER

Scott Sellers

ASSISTANT CITY MANAGER

James R. Earp, CPM

ASSISTANT CITY MANAGER

Jerry Hendrix

ASSISTANT CITY MANAGER

Amber Lewis

CITY SECRETARY

Jennifer Holm

CITY FINANCE DIRECTOR

Perwez A. Moheet, CPA

PID ADMINISTRATOR

P3Works, LLC

FINANCIAL ADVISOR TO THE CITY

RBC Capital Markets, LLC

BOND COUNSEL

Bickerstaff Heath Delgado Acosta LLP

UNDERWRITER'S COUNSEL

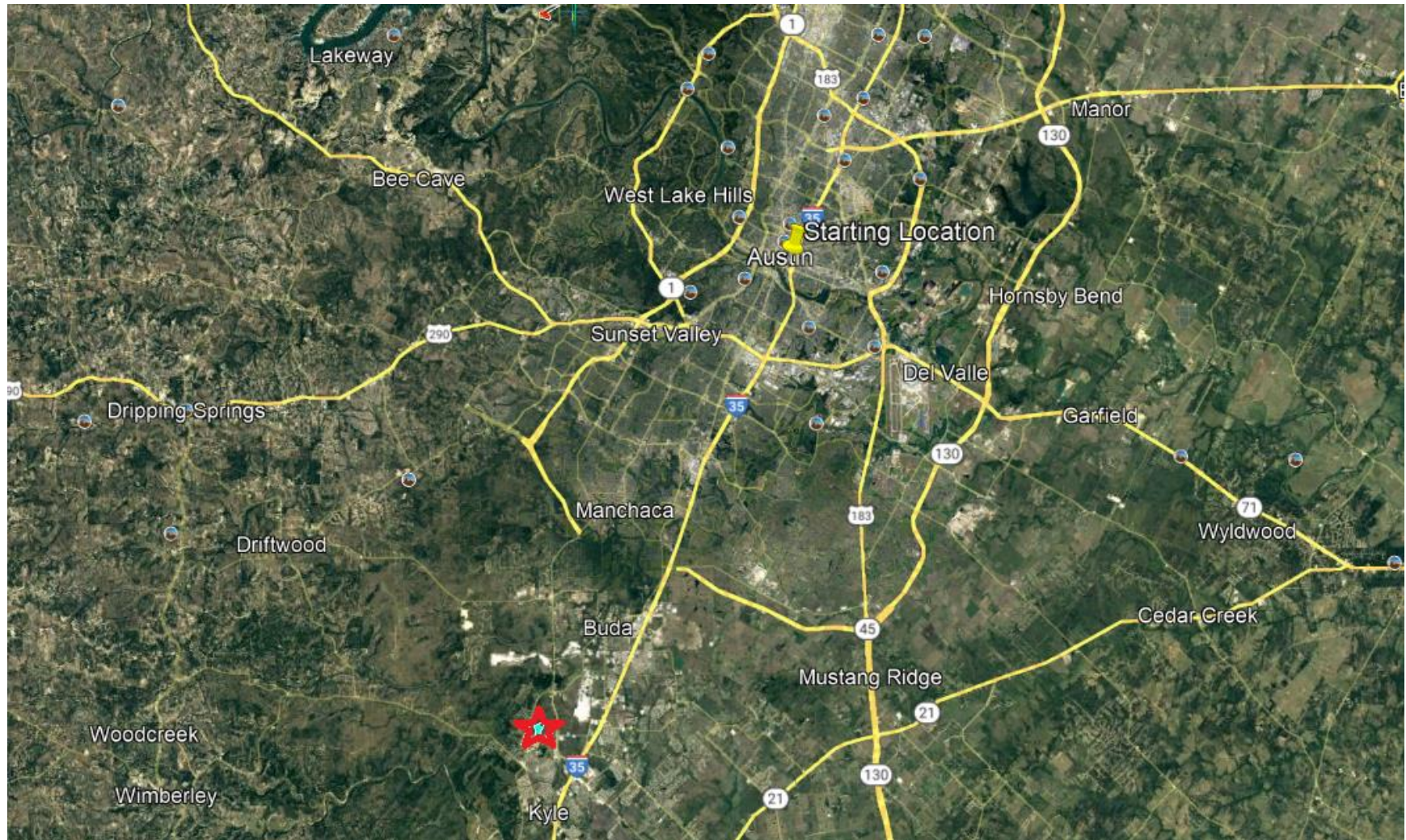
Orrick, Herrington & Sutcliffe LLP

For additional information regarding the City, please contact:

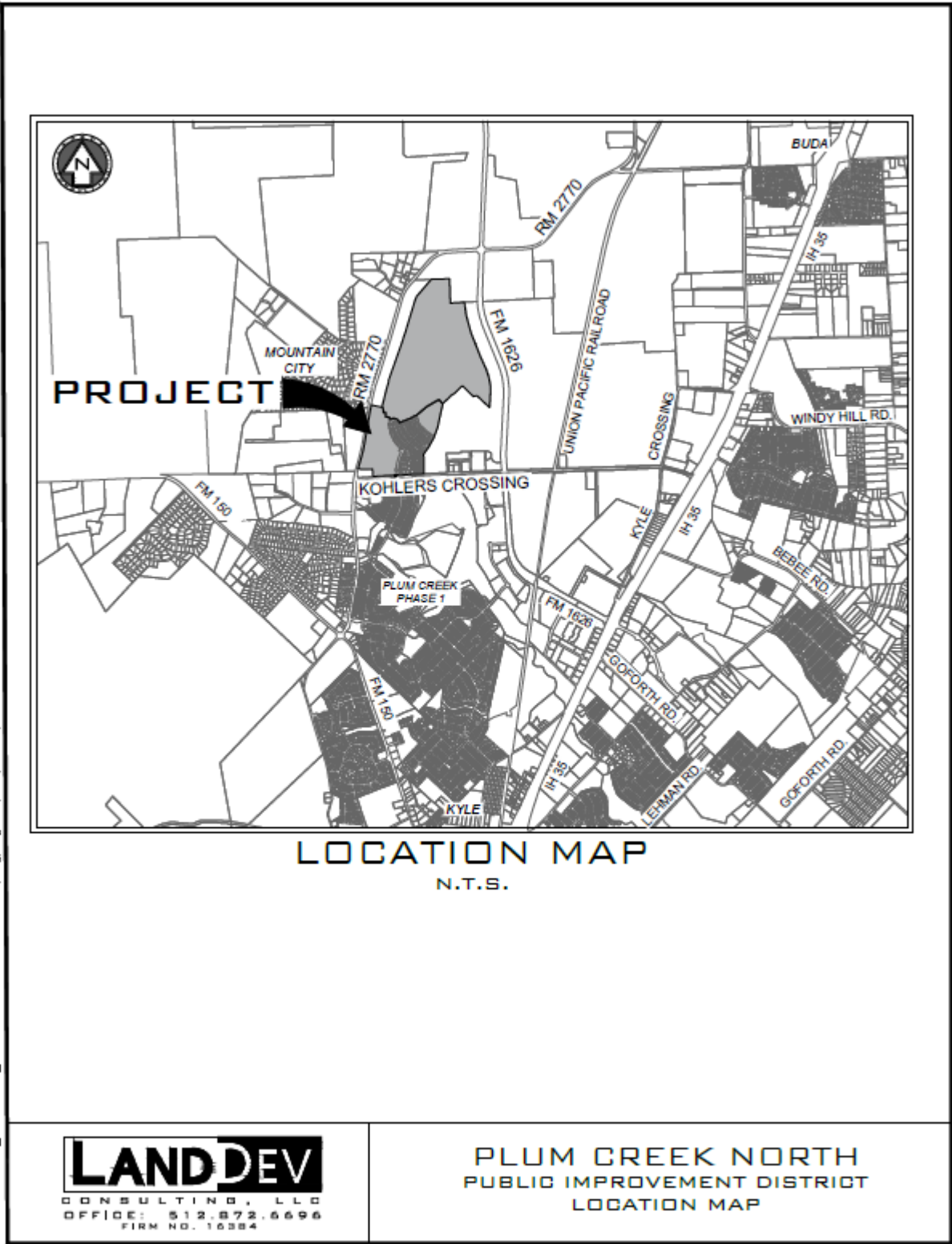
Scott Sellers
City Manager
City of Kyle, Texas
100 W. Center Street
Kyle, Texas 78640
(512) 262-3923
ssellers@cityofkyle.com

Chris W. Allen
Managing Director
RBC Capital Markets, LLC
609 Main Street, Suite 3600
Houston, Texas 77002
(713) 651-3338
chris.allen@rbccm.com

REGIONAL LOCATION MAP OF THE DISTRICT



AREA LOCATION MAP OF THE DISTRICT



MAP SHOWING CONCEPT PLAN OF THE DISTRICT*



* Improvement Area #1 is comprised of Sections 2-1 and 2-2. The Major Improvement Area is comprised on Sections 2-3, 2-4 and 2-5.

FOR PURPOSES OF COMPLIANCE WITH RULE 15c2-12 OF THE SECURITIES AND EXCHANGE COMMISSION AS AMENDED AND IN EFFECT ON THE DATE OF THIS PRELIMINARY LIMITED OFFERING MEMORANDUM, THIS DOCUMENT CONSTITUTES AN "OFFICIAL STATEMENT" OF THE CITY WITH RESPECT TO THE BONDS THAT HAS BEEN "DEEMED FINAL" BY THE CITY AS OF ITS DATE EXCEPT FOR THE OMISSION OF NO MORE THAN THE INFORMATION PERMITTED BY RULE 15c2-12.

NO DEALER, BROKER, SALESPERSON OR OTHER PERSON HAS BEEN AUTHORIZED BY THE CITY OR THE UNDERWRITER TO GIVE ANY INFORMATION OR MAKE ANY REPRESENTATIONS, OTHER THAN THOSE CONTAINED IN THIS LIMITED OFFERING MEMORANDUM, AND IF GIVEN OR MADE, SUCH OTHER INFORMATION OR REPRESENTATIONS MUST NOT BE RELIED UPON AS HAVING BEEN AUTHORIZED BY EITHER OF THE FOREGOING. THIS LIMITED OFFERING MEMORANDUM DOES NOT CONSTITUTE AN OFFER TO SELL OR THE SOLICITATION OF AN OFFER TO BUY AND THERE SHALL BE NO OFFER, SOLICITATION OR SALE OF THE BONDS BY ANY PERSON IN ANY JURISDICTION IN WHICH IT IS UNLAWFUL FOR SUCH PERSON TO MAKE SUCH OFFER, SOLICITATION OR SALE.

THE INITIAL PURCHASERS ARE ADVISED THAT THE BONDS BEING OFFERED PURSUANT TO THIS LIMITED OFFERING MEMORANDUM ARE BEING OFFERED AND SOLD ONLY TO "ACCREDITED INVESTORS" AS DEFINED IN RULE 501 OF REGULATION D PROMULGATED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT OF 1933") AND "QUALIFIED INSTITUTIONAL BUYERS" AS DEFINED IN RULE 144A PROMULGATED UNDER THE SECURITIES ACT OF 1933. SEE "LIMITATIONS APPLICABLE TO INITIAL PURCHASERS" HEREIN. EACH PROSPECTIVE INITIAL PURCHASER IS RESPONSIBLE FOR ASSESSING THE MERITS AND RISKS OF AN INVESTMENT IN THE BONDS, MUST BE ABLE TO BEAR THE ECONOMIC AND FINANCIAL RISK OF SUCH INVESTMENT IN THE BONDS, AND MUST BE ABLE TO AFFORD A COMPLETE LOSS OF SUCH INVESTMENT. CERTAIN RISKS ASSOCIATED WITH THE PURCHASE OF THE BONDS ARE SET FORTH UNDER "BONDHOLDERS' RISKS" HEREIN. EACH INITIAL PURCHASER, BY ACCEPTING THE BONDS, AGREES THAT IT WILL BE DEEMED TO HAVE MADE THE ACKNOWLEDGMENTS AND REPRESENTATIONS DESCRIBED UNDER THE HEADING "LIMITATIONS APPLICABLE TO INITIAL PURCHASERS."

THE UNDERWRITER HAS REVIEWED THE INFORMATION IN THIS LIMITED OFFERING MEMORANDUM IN ACCORDANCE WITH, AND AS PART OF, ITS RESPONSIBILITIES TO INVESTORS UNDER THE UNITED STATES FEDERAL SECURITIES LAWS AS APPLIED TO THE FACTS AND CIRCUMSTANCES OF THIS TRANSACTION. THE INFORMATION SET FORTH HEREIN HAS BEEN FURNISHED BY THE CITY AND OBTAINED FROM SOURCES, INCLUDING THE DEVELOPER, WHICH ARE BELIEVED BY THE CITY AND THE UNDERWRITER TO BE RELIABLE, BUT IT IS NOT GUARANTEED AS TO ACCURACY OR COMPLETENESS, AND IS NOT TO BE CONSTRUED AS A REPRESENTATION OF THE UNDERWRITER. THE INFORMATION AND EXPRESSIONS OF OPINION HEREIN ARE SUBJECT TO CHANGE WITHOUT NOTICE, AND NEITHER THE DELIVERY OF THIS LIMITED OFFERING MEMORANDUM, NOR ANY SALE MADE HEREUNDER, SHALL, UNDER ANY CIRCUMSTANCES, CREATE ANY IMPLICATION THAT THERE HAS BEEN NO CHANGE IN THE AFFAIRS OF THE CITY OR THE DEVELOPER SINCE THE DATE HEREOF.

NONE OF THE CITY, THE UNDERWRITER OR THE DEVELOPER MAKE ANY REPRESENTATION AS TO THE ACCURACY, COMPLETENESS, OR ADEQUACY OF THE INFORMATION SUPPLIED BY THE DEPOSITORY TRUST COMPANY FOR USE IN THIS LIMITED OFFERING MEMORANDUM.

THE BONDS HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, NOR HAS THE INDENTURE BEEN QUALIFIED UNDER THE TRUST INDENTURE ACT OF 1939, IN RELIANCE UPON EXEMPTIONS CONTAINED IN SUCH LAWS. THE REGISTRATION OR QUALIFICATION OF THE BONDS UNDER THE SECURITIES LAWS OF ANY JURISDICTION IN WHICH THEY MAY HAVE BEEN REGISTERED OR QUALIFIED, IF ANY, SHALL NOT BE REGARDED AS A RECOMMENDATION THEREOF. NONE OF SUCH JURISDICTIONS, OR ANY OF THEIR AGENCIES, HAVE PASSED UPON THE MERITS OF THE BONDS OR THE ACCURACY OR COMPLETENESS OF THIS LIMITED OFFERING MEMORANDUM.

CERTAIN STATEMENTS INCLUDED OR INCORPORATED BY REFERENCE IN THIS LIMITED OFFERING MEMORANDUM CONSTITUTE "FORWARD-LOOKING STATEMENTS" WITHIN THE MEANING OF THE UNITED STATES PRIVATE SECURITIES LITIGATION REFORM ACT OF 1995, SECTION 21E OF THE UNITED STATES EXCHANGE ACT OF 1934, AS AMENDED, AND SECTION 27A OF THE SECURITIES ACT

OF 1933. SUCH STATEMENTS ARE GENERALLY IDENTIFIABLE BY THE TERMINOLOGY USED, SUCH AS “PLAN,” “EXPECT,” “ESTIMATE,” “PROJECT,” “ANTICIPATE,” “BUDGET” OR OTHER SIMILAR WORDS. THE ACHIEVEMENT OF CERTAIN RESULTS OR OTHER EXPECTATIONS CONTAINED IN SUCH FORWARD-LOOKING STATEMENTS INVOLVE KNOWN AND UNKNOWN RISKS, UNCERTAINTIES AND OTHER FACTORS WHICH MAY CAUSE ACTUAL RESULTS, PERFORMANCE OR ACHIEVEMENTS DESCRIBED TO BE MATERIALLY DIFFERENT FROM ANY FUTURE RESULTS, PERFORMANCE OR ACHIEVEMENTS EXPRESSED OR IMPLIED BY SUCH FORWARD-LOOKING STATEMENTS. THE CITY NEITHER PLANS TO ISSUE ANY UPDATES OR REVISIONS NOR PLANS TO REQUEST THAT THE DEVELOPER PROVIDE ANY UPDATES OR REVISIONS TO THOSE FORWARD-LOOKING STATEMENTS IF OR WHEN ANY OF ITS EXPECTATIONS OR EVENTS, CONDITIONS OR CIRCUMSTANCES ON WHICH SUCH STATEMENTS ARE BASED OCCUR, OTHER THAN AS DESCRIBED UNDER “CONTINUING DISCLOSURE” HEREIN.

THE TRUSTEE HAS NOT PARTICIPATED IN THE PREPARATION OF THIS LIMITED OFFERING MEMORANDUM AND ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OR COMPLETENESS OF ANY INFORMATION CONTAINED IN THIS LIMITED OFFERING MEMORANDUM OR THE RELATED TRANSACTIONS AND DOCUMENTS OR FOR ANY FAILURE BY ANY PARTY TO DISCLOSE EVENTS THAT MAY HAVE OCCURRED AND MAY AFFECT THE SIGNIFICANCE OR ACCURACY OF SUCH INFORMATION.

NEITHER THE UNITED STATES SECURITIES AND EXCHANGE COMMISSION NOR ANY STATE SECURITIES COMMISSION HAS APPROVED OR DISAPPROVED OF THE BONDS OR PASSED UPON THE ADEQUACY OR ACCURACY OF THIS DOCUMENT. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

REFERENCES TO WEBSITE ADDRESSES PRESENTED HEREIN ARE FOR INFORMATIONAL PURPOSES ONLY AND MAY BE IN THE FORM OF A HYPERLINK SOLELY FOR THE READER’S CONVENIENCE. UNLESS SPECIFIED OTHERWISE, SUCH WEBSITES AND THE INFORMATION OR LINKS CONTAINED THEREIN ARE NOT INCORPORATED INTO, AND ARE NOT PART OF, THIS LIMITED OFFERING MEMORANDUM FOR PURPOSES OF, AND AS THAT TERM IS DEFINED IN, THE RULE.

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PRELIMINARY LIMITED OFFERING MEMORANDUM

\$2,730,000*

CITY OF KYLE, TEXAS

(a municipal corporation of the State of Texas located in Hays County)

SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2022

(PLUM CREEK NORTH PUBLIC IMPROVEMENT DISTRICT

MAJOR IMPROVEMENT AREA PROJECT)

INTRODUCTION

The purpose of this Limited Offering Memorandum, including the cover page, the inside cover and the appendices hereto, is to provide certain information in connection with the issuance and sale by the City of Kyle, Texas (the “City”), of its \$2,730,000* aggregate principal amount of Special Assessment Revenue Bonds, Series 2022 (Plum Creek North Public Improvement District Major Improvement Area Project) (the “Bonds”).

INITIAL PURCHASERS ARE ADVISED THAT THE BONDS BEING OFFERED PURSUANT TO THIS LIMITED OFFERING MEMORANDUM ARE BEING OFFERED INITIALLY TO AND ARE BEING SOLD ONLY TO “ACCREDITED INVESTORS” AS DEFINED IN RULE 501 OF REGULATION D PROMULGATED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE “SECURITIES ACT OF 1933”) AND “QUALIFIED INSTITUTIONAL BUYERS” AS DEFINED IN RULE 144A PROMULGATED UNDER THE SECURITIES ACT OF 1933. PROSPECTIVE INVESTORS SHOULD BE AWARE OF CERTAIN RISK FACTORS, ANY OF WHICH, IF MATERIALIZED TO A SUFFICIENT DEGREE, COULD DELAY OR PREVENT PAYMENT OF PRINCIPAL OF, AND/OR INTEREST ON THE BONDS. THE BONDS ARE NOT A SUITABLE INVESTMENT FOR ALL INVESTORS. SEE “LIMITATIONS APPLICABLE TO INITIAL PURCHASERS,” “BONDHOLDERS’ RISKS” AND “SUITABILITY FOR INVESTMENT.”

The Bonds are being issued by the City pursuant to the Public Improvement District Assessment Act, Subchapter A of Chapter 372, Texas Local Government Code, as amended (the “PID Act”), the ordinance authorizing the issuance of the Bonds expected to be adopted by the City Council of the City (the “City Council”) on March 22, 2022 (the “Bond Ordinance”), and an Indenture of Trust, dated as of March 15, 2022 (the “Indenture”), expected to be entered into by and between the City and BOKF, NA, as trustee (the “Trustee”). The Bonds will be secured by a pledge and lien upon the Trust Estate (as defined in the Indenture) consisting primarily of revenue from special assessments (the “Major Improvement Area Assessments”) levied against assessed parcels (the “Major Improvement Area Assessed Property”) located within the Major Improvement Area (as defined herein) of the Plum Creek North Public Improvement District (the “District”), pursuant to a separate ordinance adopted by the City Council on November 16, 2021 (the “Assessment Ordinance”), all to the extent and upon the conditions described in the Indenture. See “SECURITY FOR THE BONDS” and “ASSESSMENT PROCEDURES.”

Reference is made to the Indenture for a full statement of the authority for, and the terms and provisions of, the Bonds. All capitalized terms used in this Limited Offering Memorandum, except as otherwise noted in “ASSESSMENT PROCEDURES,” that are not otherwise defined herein shall have the meanings set forth in the Indenture. See “APPENDIX B — Form of Indenture.”

Set forth herein are brief descriptions of the City, the District, the Developer (as defined herein), the PID Administrator (as defined herein), the Assessment Ordinance, the Bond Ordinance, the Service and Assessment Plan (as defined herein), the Financing and Reimbursement Agreement (as defined herein), the Development Agreement (as defined herein) and the Site Development Agreement (as defined herein), together with summaries of terms of the Bonds and the Indenture and certain provisions of the PID Act. All references herein to such documents and the PID Act are qualified in their entirety by reference to such documents or such PID Act and all references to the Bonds are qualified by reference to the definitive forms thereof and the information with respect thereto contained in the Indenture. Copies of these documents may be obtained during the period of the offering of the Bonds from the Underwriter, FMSbonds, Inc., 5 Cowboys Way, Suite 300-25, Frisco, Texas 75034, telephone number (214) 302-2246. The form of Indenture appears in APPENDIX B and the form of Service and Assessment Plan appears as APPENDIX C. The information provided under this caption “INTRODUCTION” is intended to provide a brief

** Preliminary; subject to change.*

overview of the information provided in the other captions herein and is not intended, and should not be considered, fully representative or complete as to the subjects discussed hereunder.

PLAN OF FINANCE

Development Plan

The District consists of approximately 389.19 acres making up a portion of the northern phase of a larger master planned mixed-use community known as Plum Creek (the “Development”). The southern phase and the remaining portion of the northern phase of the Development are not included within the boundaries of the District. See “THE DEVELOPMENT — Site Development Agreement – Site Development Agreement Plan.” Lennar Homes of Texas Land and Construction, LTD., a Texas limited partnership (the “Developer”), an affiliate of Lennar Corporation, owns all of the land within the District, with the exception of 13 lots that have been sold to homeowners, as of February 15, 2022, as described herein. The Developer plans to develop the District in three phases or improvement areas (each an “Improvement Area”). Such development began with the construction of certain public improvements benefiting the entire District (as further described under “THE AUTHORIZED IMPROVEMENTS — Authorized Improvements – Major Improvements, the “Major Improvements”) and certain public improvements (the “Improvement Area #1 Improvements”) benefiting only the first Improvement Area (“Improvement Area #1”). The Developer anticipates that it will follow with the construction of certain internal public improvements only benefiting future Improvement Areas (the “Future Improvement Areas”) within the District (the “Future Improvement Area Improvements”) based on market demand. The Future Improvement Area Improvements, the Major Improvements and the Improvement Area #1 Improvements are collectively hereinafter referred to as the “Public Improvements.” The land within the District other than Improvement Area #1 is hereinafter referred to as the “Major Improvement Area.” Improvement Area #1 and the Major Improvement Area are further divided into “Sections.” Improvement Area #1 consists of Sections 2-1 and 2-2. The Major Improvement Area consists of Sections 2-3, 2-4 and 2-5. See “THE DEVELOPMENT.” The boundaries of the District and each Section are shown in the “MAP SHOWING CONCEPT PLAN OF THE DISTRICT.”

The Developer finished construction of the utility and road Improvement Area #1 Projects (as defined herein) to serve Section 2-1 of Improvement Area #1 in December of 2020 and the remaining Improvement Area #1 Projects to serve Section 2-1 of Improvement Area #1 in October of 2021. The Developer began construction of the Improvement Area #1 Improvements and the Major Improvements to serve Section 2-2 of Improvement Area #1 in July of 2021. The Developer expects to complete (i) the Improvement Area #1 Improvements and a portion of the Major Improvements to serve Section 2-2 of Improvement Area #1 by the first quarter of 2022 and (ii) the remaining Major Improvements to serve Section 2-2 of Improvement Area #1 by November of 2022. The Developer expects to complete construction of the Major Improvements to serve the Major Improvement Area by 2024.

In addition to the Public Improvements, the Developer is constructing the Amenities (as defined herein), which will be available for use by the residents within the District. The Developer expects to complete construction of certain Amenities by May of 2022 and the remaining Amenities by August of 2024. See “THE DEVELOPMENT — Amenities.”

The total cost of the Major Improvement Area’s allocable share of the Major Improvements (the “Major Improvement Area Projects”) is forecasted to be approximately \$2,095,887*. The City will finance or pay the Developer for a portion of the actual costs, paid or incurred by or on behalf of the Developer, of the Major Improvement Area Projects in the approximate amount of \$2,046,695* through the issuance of the Bonds. The balance of the costs of the Major Improvement Area Projects will be or has been financed by the Developer without reimbursement by the City. As of February 15, 2022, the Developer has spent approximately \$14,498,564.50 on constructing the Public Improvements, of which \$642,006.59 is attributable to the Major Improvement Area Projects. The City and the Developer entered into the Plum Creek North Public Improvement District Financing and Reimbursement Agreement (as amended, the “Financing and Reimbursement Agreement”), which provides, in part, for the deposit of the Major Improvement Area Assessments and the proceeds from the issuance and sale of the Bonds, and the payment of the actual costs of the Major Improvement Area Projects. See “SECURITY FOR THE BONDS,” “THE AUTHORIZED IMPROVEMENTS,” “THE DEVELOPMENT,” “THE DEVELOPER — History and

* Preliminary; subject to change.

Financing of the District,” “APPENDIX C — Form of Service and Assessment Plan” and “APPENDIX F — Financing and Reimbursement Agreement and Form of First Amendment.”

Single-Family Residential Development

The District is expected to include approximately 1,216 single family residential lots, consisting of the following four lot types: 35’ lot (“Lot Type 1”), 43’ lot (“Lot Type 2”), 50’ lot (“Lot Type 3”) and 55’ lot (“Lot Type 4”). Improvement Area #1 is expected to include approximately 403 lots, consisting of 64 Lot Type 1, 48 Lot Type 2, 227 Lot Type 3 and 64 Lot Type 4. The Major Improvement Area is expected to include approximately 813 lots, consisting of 70 Lot Type 1, 142 Lot Type 2, 426 Lot Type 3 and 175 Lot Type 4. The Developer is and expects to be the only homebuilder in the District. The Developer began construction of homes in Section 2-1 of Improvement Area #1 in February of 2020 and, as of February 15, 2022, has 161 homes under contract with end-users and 13 homes closed with end-users. See “THE DEVELOPMENT.”

The Bonds

Proceeds of the Bonds will be used to provide funds for (i) paying a portion of the Actual Costs of the Major Improvement Area Projects, (ii) paying capitalized interest on the Bonds during and after the period of acquisition and construction of the Major Improvement Area Projects, (iii) funding a reserve account for payment of principal and interest on the Bonds, (iv) paying a portion of the costs incidental to the organization and administration of the District and (v) paying the costs of issuance of the Bonds (collectively, and as more fully defined herein under “THE AUTHORIZED IMPROVEMENTS,” the “Authorized Improvements”). See “SOURCES AND USES OF FUNDS,” “THE AUTHORIZED IMPROVEMENTS” and “APPENDIX B — Form of Indenture.”

Payment of the Bonds is secured by a pledge of and a lien upon the Trust Estate, consisting primarily of Assessments, all to the extent and upon the conditions described herein and in the Indenture. See “SECURITY FOR THE BONDS” and “ASSESSMENT PROCEDURES.”

The Bonds shall never constitute an indebtedness or general obligation of the City, the State of Texas (the “State”) or any other political subdivision of the State, within the meaning of any constitutional provision or statutory limitation whatsoever, but the Bonds are limited and special obligations of the City payable solely from the Trust Estate as provided in the Indenture. Neither the faith and credit nor the taxing power of the City, the State or any other political subdivision of the State is pledged to the payment of the Bonds.

Additional Indebtedness

Concurrently with the issuance of the Bonds, the City expects to issue its \$6,385,000* Special Assessment Revenue Bonds, Series 2022 (Plum Creek North Improvement District Improvement Area #1 Project) (the “IA #1 Bonds”) to (i) finance the costs of the Improvement Area #1 Improvements and Improvement Area #1’s allocable share of the Major Improvements (collectively, the “Improvement Area #1 Projects”), (ii) pay capitalized interest on the IA #1 Bonds during and after the period of acquisition and construction of the Improvement Area #1 Projects, (iii) fund a reserve account for payment of principal of and interest on the IA #1 Bonds, (iv) pay a portion of the costs incidental to the organization and administration of the District, and (v) pay the costs of issuance of the IA #1 Bonds. The IA #1 Bonds will be secured by assessments levied against assessable property within Improvement Area #1 only (the “IA #1 Assessments”). Landowners in Improvement Area #1 do not pay Major Improvement Area Assessments. **The IA #1 Assessments are not security for the Bonds.**

The City expects to issue one or more series of future phased bonds (each such series of bonds a “Future Improvement Area Bond”) to finance the cost of Future Improvement Area Improvements benefiting specific Future Improvement Areas within the Major Improvement Area as the development proceeds. The estimated costs of the Future Improvement Area Improvements will be determined as the Future Improvement Areas of the District are developed, and the Service and Assessment Plan will be updated to identify the improvements authorized by the PID Act to be financed by each new series of Future Improvement Area Bonds. Such Future Improvement Area Bonds will be secured by separate assessments (the “Future Improvement Area Assessments”) levied pursuant to the PID

* Preliminary; subject to change.

Act on assessable property within the applicable Future Improvement Area of the District (the “Future Improvement Area Assessed Property”) that benefit from the Future Improvement Area Improvements being financed.

The Bonds, the IA #1 Bonds, and any Future Improvement Area Bonds issued by the City are separate and distinct issues of securities secured by separate assessments. The IA #1 Bonds, any Refunding Bonds (as defined herein), and any Future Improvement Area Bonds to be issued by the City are not offered pursuant to this Limited Offering Memorandum. Investors interested in purchasing any of these other City obligations should refer to the offering documents related thereto, when and if available.

LIMITATIONS APPLICABLE TO INITIAL PURCHASERS

Each initial purchaser is advised that the Bonds being offered pursuant to this Limited Offering Memorandum are being offered and sold only to “accredited investors” as defined in Rule 501 of Regulation D promulgated under the Securities Act of 1933 and “qualified institutional buyers” as defined in Rule 144A promulgated under the Securities Act of 1933. Each initial purchaser of the Bonds (each, an “Investor”) will be deemed to have acknowledged, represented and warranted to the City as follows:

1. The Investor has authority and is duly authorized to purchase the Bonds and to execute the investment letter and any other instruments and documents required to be executed by the Investor in connection with the purchase of the Bonds.

2. The Investor is an “accredited investor” under Rule 501 of Regulation D of the Securities Act of 1933 or a “qualified institutional buyer” under Rule 144A of the Securities Act of 1933, and therefore, has sufficient knowledge and experience in financial and business matters, including purchase and ownership of municipal and other tax-exempt obligations, to be able to evaluate the risks and merits of the investment represented by the Bonds.

3. The Bonds are being acquired by the Investor for investment and not with a view to, or for resale in connection with, any distribution of the Bonds, and the Investor intends to hold the Bonds solely for its own account for investment purposes and for an indefinite period of time, and does not intend at this time to dispose of all or any part of the Bonds. However, the investor may sell the Bonds at any time the Investor deems appropriate. The Investor understands that it may need to bear the risks of this investment for an indefinite time, since any sale prior to maturity may not be possible.

4. The Investor understands that the Bonds are not registered under the Securities Act of 1933 and that such registration is not legally required as of the date hereof; and further understands that the Bonds (a) are not being registered or otherwise qualified for sale under the “Blue Sky” laws and regulations of any state, (b) will not be listed in any stock or other securities exchange, and (c) will not carry a rating from any rating service.

5. The Investor acknowledges that it has either been supplied with or been given access to information, including financial statements and other financial information, and the Investor has had the opportunity to ask questions and receive answers from knowledgeable individuals concerning the City, the Major Improvement Area Projects, the Bonds, the security therefor, and such other information as the Investor has deemed necessary or desirable in connection with its decision to purchase the Bonds (collectively, the “Investor Information”). The Investor has received a copy of this Limited Offering Memorandum relating to the Bonds. The Investor acknowledges that it has assumed responsibility for its review of the Investor Information, and it has not relied upon any advice, counsel, representation or information from the City in connection with the Investor’s purchase of the Bonds. The Investor agrees that none of the City, its councilmembers, officers, or employees shall have any liability to the Investor whatsoever for or in connection with the Investor’s decision to purchase the Bonds except for gross negligence, fraud or willful misconduct. For the avoidance of doubt, it is acknowledged that the Underwriter is not deemed an officer or employee of the City.

6. The Investor acknowledges that the obligations of the City under the Indenture are special, limited obligations payable solely from amounts paid by the City pursuant to the terms of the Indenture and the City shall not be directly or indirectly or contingently or morally obligated to use any other moneys or assets of the City for amounts due under the Indenture. The Investor understands that the Bonds are not secured by any pledge of any moneys received or to be received from taxation by the City, the State or any political subdivision or taxing district thereof; that the Bonds will never represent or constitute a general obligation or a pledge of the faith and credit of the City, the State or any political subdivision thereof; that no right will exist to have taxes levied by the State or any political

subdivision thereof for the payment of principal and interest on the Bonds; and that the liability of the City and the State with respect to the Bonds is subject to further limitations as set forth in the Bonds and the Indenture.

7. The Investor has made its own inquiry and analysis with respect to the Bonds and the security therefor. The Investor is aware that the development of the District involves certain economic and regulatory variables and risks that could adversely affect the security for the Bonds.

8. The Investor acknowledges that the sale of the Bonds to the Investor is made in reliance upon the certifications, representations and warranties described in items 1-7 above.

DESCRIPTION OF THE BONDS

General Description

The Bonds will mature on the dates and in the amounts set forth in the inside cover page of this Limited Offering Memorandum. Interest on the Bonds will accrue from their date of delivery to the Underwriter (the “Closing Date”) and will be computed on the basis of a 360-day year of twelve 30-day months and will be payable on each March 1 and September 1, commencing September 1, 2022* (each, an “Interest Payment Date”), until maturity or prior redemption. BOKF, NA is the initial Paying Agent and Registrar for the Bonds.

The Bonds will be issued in fully registered form, without coupons, in authorized denominations of \$100,000 of principal and any integral multiple of \$1,000 in excess thereof (“Authorized Denominations”). Notwithstanding the foregoing, Authorized Denominations shall also include Bonds issued in \$1,000 in principal amount and integral multiples of \$1,000 in the following instances: (A) any Bonds or any portion thereof that have been redeemed in part or (B) any Bonds or any portion thereof that have been defeased in part; provided, however, that upon receipt by the Paying Agent/Registrar of written evidence that the Bonds have received an Investment Grade Rating, Authorized Denomination shall mean \$1,000 or any integral multiple thereof, notwithstanding any subsequent downgrade, suspension or withdrawal of such rating. Upon initial issuance, the ownership of the Bonds will be registered in the name of Cede & Co., as nominee for The Depository Trust Company, New York, New York (“DTC”), and purchases of beneficial interests in the Bonds will be made in book-entry only form. See “BOOK-ENTRY-ONLY SYSTEM” and “SUITABILITY FOR INVESTMENT.”

Redemption Provisions

Optional Redemption. The City reserves the right and option to redeem Bonds before their scheduled maturity date, in whole or in part, in amounts equal to Authorized Denominations, on or after September 1, 20__, such redemption date or dates to be fixed by the City, at the redemption price of 100% of the principal amount of the Bonds to be redeemed, plus accrued and unpaid interest to the date of redemption (the “Redemption Price”).

Extraordinary Optional Redemption. The City reserves the right and option to redeem the Bonds before their respective scheduled maturity dates, in whole or in part, on the first day of any month, at the Redemption Price from amounts on deposit in the Redemption Fund as a result of Prepayments (including related transfers to the Redemption Fund made pursuant to the Indenture). The City shall notify the Trustee in writing at least 45 days before the scheduled extraordinary optional redemption date fixed by the City, or such other time period as the Trustee and the City shall mutually agree. See “ASSESSMENT PROCEDURES — Prepayment of Assessments” for the definition and description of Prepayments.

Notwithstanding the foregoing, the Trustee will not be required to make an extraordinary optional redemption unless it has at least \$1,000 available in the Redemption Fund with which to redeem the Bonds.

In lieu of redeeming the Bonds with the funds described in this Section, the City may purchase the Bonds in the open market of the maturity to be redeemed at the price not in excess of that provided in the Indenture.

Mandatory Sinking Fund Redemption. The Bonds are subject to mandatory sinking fund redemption prior to their Stated Maturity and will be redeemed by the City in part at the Redemption Price from moneys available for such

* Preliminary; subject to change.

purpose in the Principal and Interest Account of the Bond Fund pursuant to the Indenture, on the dates and in the respective Sinking Fund Installments as set forth in the following schedules:

<u>\$ _____ Bonds Maturing September 1, 20__</u>	
<u>Redemption Date</u>	<u>Sinking Fund Installment</u>
September 1, 20__	\$ _____
September 1, 20__†	

† Stated Maturity

<u>\$ _____ Bonds Maturing September 1, 20__</u>	
<u>Redemption Date</u>	<u>Sinking Fund Installment</u>
September 1, 20__	\$ _____
September 1, 20__	
September 1, 20__†	

† Stated Maturity

At least 45 days prior to each mandatory sinking fund redemption date, and subject to any prior reduction authorized by the Indenture, the Trustee shall select by lot, a principal amount of Bonds of such maturity equal to the Sinking Fund Installment amount of such Bonds to be redeemed on such mandatory sinking fund redemption date, shall call such Bonds for redemption on such scheduled mandatory sinking fund redemption date, and shall give notice of such redemption, as provided in the Indenture.

The principal amount of Bonds of a Stated Maturity required to be redeemed on any mandatory sinking fund redemption date shall be reduced, at the option of the City, by the principal amount of any Bonds of such maturity which, at least 45 days prior to the mandatory sinking fund redemption date, shall have been acquired by the City at a price not exceeding the principal amount of such Bonds plus accrued and unpaid interest to the date of purchase thereof, and delivered to the Trustee for cancellation.

The principal amount of Bonds required to be redeemed on any mandatory sinking fund redemption date shall be reduced on a pro rata basis among Sinking Fund Installments by the principal amount of any Bonds which, at least 45 days prior to the mandatory sinking fund redemption date, shall have been redeemed pursuant to the optional redemption or extraordinary optional redemption provisions and not previously credited to a mandatory sinking fund redemption.

Partial Redemption. If less than all of the Bonds are to be redeemed pursuant to the Indenture, Bonds shall be redeemed in increments of \$1,000 or any integral thereof. Each Bond shall be treated as representing the number of Bonds that is obtained by dividing the principal amount of such Bond by \$1,000. No redemption shall result in a Bond in a denomination of less than the Authorized Denomination in effect at that time; provided, however, if the amount of the Outstanding Bond is less than an Authorized Denomination after giving effect to such partial redemption, a Bond in the principal amount equal to the unredeemed portion, but not less than \$1,000, may be issued.

In selecting the Bonds to be redeemed pursuant to the mandatory sinking fund redemption provisions, the Trustee may select Bonds in any method that results in a random selection.

In selecting the Bonds to be redeemed pursuant to the optional redemption provisions, the Trustee may rely on the directions provided in a City Certificate.

If less than all of the Bonds are called for extraordinary optional redemption, the Bonds or portion of a Bond, as applicable, to be redeemed shall be allocated on a pro rata basis (as nearly as practicable) among all Outstanding Bonds.

Upon surrender of any Bond for redemption in part, the Trustee, in accordance with the provisions of the Indenture, shall authenticate and deliver and deliver and exchange the Bond or Bonds in an aggregate principal amount equal to the unredeemed portion of the Bond so surrendered, which shall be an Authorized Denomination. A new

Bond representing the unredeemed balance of such Bond shall be issued to the Owner thereof, such exchange being without charge.

Notice of Redemption. Upon written direction of the City to the Trustee of the exercise of any redemption provision under the Indenture, the Trustee shall give notice of any redemption of Bonds by sending notice by first class United States mail, postage prepaid, not less than 30 days before the date fixed for redemption, to the Owner of each Bond or portion thereof to be redeemed, at the address shown in the Register. The notice shall state the redemption date, the Redemption Price, the place at which the Bonds are to be surrendered for payment, and, if less than all the Bonds Outstanding are to be redeemed, and subject to the Indenture, an identification of the Bonds or portions thereof to be redeemed, any conditions to such redemption and that on the redemption date, if all conditions, if any, to such redemption have been satisfied, such Bond shall become due and payable. Any such notice shall be conclusively presumed to have been duly given, whether or not the Owner receives such notice. Notice of redemption having been given as provided in the Indenture, the Bonds or portions thereof called for redemption shall become due and payable on the date fixed for redemption provided that funds for the payment of the Redemption Price of such Bonds or the principal of and interest on the Bonds, as applicable, to the date fixed for redemption are on deposit with the Trustee; thereafter, such Bonds or portions thereof shall cease to bear interest from and after the date fixed for redemption, whether or not such Bonds are presented and surrendered for payment on such date.

With respect to any optional redemption of the Bonds, unless the Trustee has received funds sufficient to pay the Redemption Price of the Bonds to be redeemed before giving of a notice of redemption, the notice may state the City may condition redemption on the receipt of such funds by the Trustee on or before the date fixed for the redemption, or on the satisfaction of any other prerequisites set forth in the notice of redemption. If a conditional notice of redemption is given and such prerequisites to the redemption and sufficient funds are not received, the notice shall be of no force and effect, the City shall not redeem the Bonds and the Trustee shall give notice, in the manner in which the notice of redemption was given, that the Bonds have not been redeemed.

The City has the right to rescind any optional redemption or extraordinary optional redemption by written notice to the Trustee on or prior to the date fixed for redemption. Any notice of redemption shall be cancelled and annulled if for any reason funds are not available on the date fixed for redemption for the payment in full of the Bonds then called for redemption, and such cancellation shall not constitute an Event of Default under the Indenture. Upon written direction from the City, the Trustee shall mail notice of rescission of redemption in the same manner notice of redemption was originally provided.

BOOK-ENTRY-ONLY SYSTEM

This section describes how ownership of the Bonds is to be transferred and how the principal of, premium, if any, and interest on the Bonds are to be paid to and credited by DTC, while the Bonds are registered in its nominee name. The information in this section concerning DTC and the Book-Entry-Only System has been provided by DTC for use in disclosure documents such as this Limited Offering Memorandum. The City and the Underwriter believe the source of such information to be reliable, but neither the City nor the Underwriter takes responsibility for the accuracy or completeness thereof.

The City cannot and does not give any assurance that (1) DTC will distribute payments of debt service on the Bonds, or redemption or other notices, to DTC Participants, (2) DTC Participants or others will distribute debt service payments paid to DTC or its nominee (as the registered owner of the Bonds), or redemption or other notices, to the Beneficial Owners (as defined herein), or that they will do so on a timely basis or (3) DTC will serve and act in the manner described in this Limited Offering Memorandum. The current rules applicable to DTC are on file with the SEC, and the current procedures of DTC to be followed in dealing with DTC Participants are on file with DTC.

DTC will act as securities depository for the Bonds. The Bonds will be issued as fully-registered securities registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered security certificate will be issued for each maturity of the Bonds, each in the aggregate principal amount of such maturity, and will be deposited with DTC.

DTC, the world's largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934.

DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC's participants ("Direct Participants") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its registered subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing companies that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). Direct Participants and Indirect Participants are collectively referred to herein as "Participants." DTC has an S&P Global Ratings' rating of "AA+". The DTC Rules applicable to its Participants are on file with the SEC. More information about DTC can be found at www.dtcc.com.

Purchases of Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the Bonds on DTC's records. The ownership interest of each actual purchaser of each Bond ("Beneficial Owner") is in turn to be recorded on the Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Bonds are to be accomplished by entries made on the books of Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in Bonds, except in the event that use of the book-entry system for the Bonds is discontinued.

To facilitate subsequent transfers, all Bonds deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of Bonds with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not affect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Bonds; DTC's records reflect only the identity of the Direct Participants to whose accounts such Bonds are credited, which may or may not be the Beneficial Owners. The Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of Bonds may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Bonds, such as redemptions, tenders, defaults, and proposed amendments to the Bond documents. For example, Beneficial Owners of Bonds may wish to ascertain that the nominee holding the Bonds for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the registrar and request that copies of notices be provided directly to them.

Redemption notices shall be sent to DTC. If less than all Bonds of the same maturity are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant of such maturity to be redeemed.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to Bonds unless authorized by a Direct Participant in accordance with DTC's Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the City as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Principal, interest and all other payments on the Bonds will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from the City or Paying Agent/Registrar, on the payment date in accordance with their respective holdings shown on DTC's records. Payments by Participants to

Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in “street name,” and will be the responsibility of such Participant and not of DTC nor its nominee, the Trustee, the Paying Agent/Registrar, or the City, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of principal, interest and payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the Trustee, the Paying Agent/Registrar or the City, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Participants.

DTC may discontinue providing its services as securities depository with respect to the Bonds at any time by giving reasonable notice to the City or the Trustee. Under such circumstances, in the event that a successor securities depository is not obtained, Bond certificates are required to be printed and delivered.

The City may decide to discontinue use of the system of book-entry transfers through DTC (or a successor securities depository). In that event, Bond certificates will be printed and delivered. Thereafter, Bond certificates may be transferred and exchanged as described in the Indenture.

The information in this section concerning DTC and DTC’s book-entry system has been obtained from sources that the City believes to be reliable, but none of the City, the City’s Financial Advisor or the Underwriter take any responsibility for the accuracy thereof.

NONE OF THE CITY, THE TRUSTEE, THE PAYING AGENT, THE CITY’S FINANCIAL ADVISOR OR THE UNDERWRITER WILL HAVE ANY RESPONSIBILITY OR OBLIGATION TO THE DTC PARTICIPANTS OR THE PERSONS FOR WHOM THEY ACT AS NOMINEE WITH RESPECT TO THE PAYMENTS TO OR THE PROVIDING OF NOTICE FOR THE DTC PARTICIPANTS, THE INDIRECT PARTICIPANTS OR THE BENEFICIAL OWNERS OF THE BONDS. THE CITY CANNOT AND DOES NOT GIVE ANY ASSURANCES THAT DTC, THE DTC PARTICIPANTS OR OTHERS WILL DISTRIBUTE PAYMENTS OF PRINCIPAL OF OR INTEREST ON THE BONDS PAID TO DTC OR ITS NOMINEE, AS THE REGISTERED OWNER, OR PROVIDE ANY NOTICES TO THE BENEFICIAL OWNERS OR THAT THEY WILL DO SO ON A TIMELY BASIS, OR THAT DTC WILL ACT IN THE MANNER DESCRIBED IN THIS LIMITED OFFERING MEMORANDUM. THE CURRENT RULES APPLICABLE TO DTC ARE ON FILE WITH THE SECURITIES AND EXCHANGE COMMISSION, AND THE CURRENT PROCEDURES OF DTC TO BE FOLLOWED IN DEALING WITH DTC PARTICIPANTS ARE ON FILE WITH DTC.

SECURITY FOR THE BONDS

General

THE BONDS ARE SPECIAL, LIMITED OBLIGATIONS OF THE CITY PAYABLE SOLELY FROM THE PLEDGED REVENUES AND OTHER FUNDS COMPRISING THE TRUST ESTATE, AS AND TO THE EXTENT PROVIDED IN THE INDENTURE. THE BONDS DO NOT GIVE RISE TO A CHARGE AGAINST THE GENERAL CREDIT OR TAXING POWER OF THE CITY AND ARE PAYABLE SOLELY FROM THE SOURCES IDENTIFIED IN THE INDENTURE. THE OWNERS OF THE BONDS SHALL NEVER HAVE THE RIGHT TO DEMAND PAYMENT THEREOF OUT OF MONEY RAISED OR TO BE RAISED BY TAXATION, OR OUT OF ANY FUNDS OF THE CITY OTHER THAN THE PLEDGED REVENUES, AS AND TO THE EXTENT PROVIDED IN THE INDENTURE. NO OWNER OF THE BONDS SHALL HAVE THE RIGHT TO DEMAND ANY EXERCISE OF THE CITY’S TAXING POWER TO PAY THE PRINCIPAL OF THE BONDS OR THE INTEREST OR REDEMPTION PREMIUM, IF ANY, THEREON. THE CITY SHALL HAVE NO LEGAL OR MORAL OBLIGATION TO PAY THE BONDS OUT OF ANY FUNDS OF THE CITY OTHER THAN THE PLEDGED REVENUES AND OTHER FUNDS COMPRISING THE TRUST ESTATE. SEE “APPENDIX B — FORM OF INDENTURE.”

The following is a summary of certain provisions contained in the Indenture. Reference is made to the Indenture for a full statement of the terms and provisions of the Bonds. Investors must read the entire Indenture to obtain information essential to the making of an informed investment decision. See “APPENDIX B — Form of Indenture.”

The principal of, premium, if any, and interest on the Bonds will be secured by a pledge of and a lien upon the pledged revenues (the “Pledged Revenues”), consisting primarily of the Major Improvement Area Assessments levied against the Major Improvement Area Assessed Property and other funds comprising the Trust Estate, all to the extent and upon the conditions described herein and in the Indenture. In accordance with the PID Act, on November 16, 2021, the City approved a service and assessment plan (as updated, amended and supplemented from time to time, including specifically as amended by the 2022 Amended and Restated Service and Assessment Plan expected to be approved on March 22, 2022, the “Service and Assessment Plan”), which describes the special benefit received by the Major Improvement Area Assessed Property, provides the basis and justification for the determination of special benefit on the Major Improvement Area Assessed Property, establishes the methodology for the levy of the Major Improvement Area Assessments and provides for the allocation of Pledged Revenues for payment of principal of, premium, if any, and interest on the Bonds. The Service and Assessment Plan is reviewed and updated at least annually (each, an “Annual Service Plan Update”) for the purpose of determining the annual budget for improvements and the Annual Installments (as defined below) of Major Improvement Area Assessments due in a given year. The determination by the City of the assessment methodology set forth in the Service and Assessment Plan is the result of the discretionary exercise by the City Council of its legislative authority and governmental powers and is conclusive and binding on all current and future landowners within the District. See “APPENDIX C — Form of Service and Assessment Plan.”

Pledged Revenues

The City is authorized by the PID Act, the Assessment Ordinance and other provisions of applicable law to finance the Authorized Improvements by levying Major Improvement Area Assessments upon the Major Improvement Area Assessed Property. For a description of the assessment methodology and the amounts of Major Improvement Area Assessments levied in the Major Improvement Area, see “ASSESSMENT PROCEDURES” and “APPENDIX C — Form of Service and Assessment Plan.”

Pursuant to the Indenture, the following terms are assigned the following meanings:

“Additional Interest” means the amount collected by application of the Additional Interest Rate.

“Additional Interest Rate” means the incremental interest rate charged on the Major Improvement Area Assessments securing the Bonds, in excess of the interest rate charged on the Bonds, in the amount of one-half of one percent (0.50%) as authorized pursuant to the PID Act.

“Annual Installment” means with respect to the Major Improvement Area Assessments, the annual installment payments of a Major Improvement Area Assessment calculated by the PID Administrator and approved by the City Council, including: (i) principal; (ii) interest; (iii) Annual Collection Costs (as defined herein); and (iv) the Additional Interest.

“Major Improvement Area Assessment Revenues” means monies collected by or on behalf of the City from any one or more of the following: (i) a Major Improvement Area Assessment levied against a Major Improvement Area Assessed Property, or Annual Installment payment thereof, including any interest on such Major Improvement Area Assessment or Annual Installment thereof during any period of delinquency, (ii) a Prepayment, and (iii) Foreclosure Proceeds.

“Pledged Funds” means, collectively, the Pledged Revenue Fund, the Bond Fund, the Project Fund, the Reserve Fund, and the Redemption Fund.

“Pledged Revenues” means the sum of (i) Major Improvement Area Assessment Revenue (other than Annual Collection Costs and Delinquent Collection Costs); (ii) the moneys held in any of the Pledged Funds; and (iii) any additional revenues that the City may pledge to the payment of Bonds.

“Quarter in Interest” means as of any particular date of calculation, the Owners of no less than 25% of the principal amount of the then Outstanding Bonds. In the event that two or more groups of Owners satisfy the percentage requirement set forth in the immediately preceding sentence and act (or direct the Trustee in writing to act) in a conflicting manner, only the group of Owners with the greatest percentage of Outstanding Bonds (as measured in accordance with the immediately preceding sentence) shall, to the extent of such conflict, be deemed to satisfy such requirement

Collection and Deposit of Assessments

The Major Improvement Area Assessments on each parcel, tract or lot which are to be collected in each year during the term of the Bonds are shown on the Assessment Roll (as defined herein). The Major Improvement Area Assessments, together with the interest thereon, will be deposited in the Pledged Revenue Fund for the payment of the principal of and interest on the Bonds, as and to the extent provided in the Service and Assessment Plan and the Indenture. See “SECURITY FOR THE BONDS — Pledged Revenue Fund.”

The Major Improvement Area Assessments assessed to pay debt service on the Bonds together with interest thereon, are payable in Annual Installments established by the Assessment Ordinance and the Service and Assessment Plan to correspond, as nearly as practicable, to the debt service requirements for the Bonds. An Annual Installment of a Major Improvement Area Assessment will be made payable in the Assessment Ordinance in each City fiscal year preceding the date of final maturity of the Bonds which, if collected, will be sufficient to pay debt service requirements attributable to the Major Improvement Area Assessment in the Service and Assessment Plan. Each Annual Installment is payable as provided in the Service and Assessment Plan and the Assessment Ordinance.

The portions of the Annual Installments of Major Improvement Area Assessments collected to pay Annual Collection Costs and Delinquent Collection Costs will be deposited in the Administrative Fund and shall not constitute Pledged Revenues.

Unconditional Levy of Major Improvement Area Assessments

The City will impose Major Improvement Area Assessments on the Major Improvement Area Assessed Property to pay the principal of and interest on the Bonds scheduled for payment from Pledged Revenues as described in the Indenture and in the Service and Assessment Plan and coming due during each fiscal year. The Major Improvement Area Assessments shall be effective on the date of, and strictly in accordance with the terms of, the Assessment Ordinance, which was adopted by the City Council on November 16, 2021. Each Major Improvement Area Assessment may be paid immediately in full or in periodic Annual Installments over a period of time equal to the term of the Bonds, which installments shall include interest on the Major Improvement Area Assessments. Pursuant to the Assessment Ordinance, interest on the Major Improvement Area Assessments for each lot within the Major Improvement Area will begin to accrue on the date specified in the Service and Assessment Plan and, prior to issuance of the Bonds, is calculated at a rate specified in the Assessment Ordinance. After issuance of the Bonds, Additional Interest on the Major Improvement Area Assessments for each lot within the Major Improvement Area will accrue at the rate of 0.50% as specified in the Assessment Ordinance. The rate of Additional Interest may not exceed a rate that is 0.50% higher than the actual interest rate of the Bonds, pursuant to Section 372.018 of the PID Act. Each Annual Installment, including the interest on the unpaid amount of a Major Improvement Area Assessment, shall be calculated annually and shall be due on or about October 1 of each year. Each Annual Installment together with interest thereon shall be delinquent if not paid prior to February 1 of the following year.

As authorized by Section 372.018(b) of the PID Act, the City will levy, assess and collect, each year while the Bonds are Outstanding and unpaid, as part of the Annual Installment, an amount to pay the annual costs incurred by the City in the administration and operation of the District (the “Annual Collection Costs”). The portion of each Annual Installment of a Major Improvement Area Assessment used to pay Annual Collection Costs shall remain in effect each year until all Bonds are finally paid or until the City adjusts the amount of the levy after an annual review in any year pursuant to Section 372.013 of the PID Act. The amount collected to pay Annual Collection Costs shall be due in the manner set forth in the Assessment Ordinance on or about October 1 of each year and shall be delinquent if not paid by February 1 of the following year. **Amounts collected for Annual Collection Costs do not secure repayment of the Bonds.**

There is no discount for the early payment of Major Improvement Area Assessments.

The PID Act provides that the Major Improvement Area Assessments (including any reassessment, with interest, the expense of collection and reasonable attorney’s fees, if incurred) are a first and prior lien (the “Assessment Lien”) against the Major Improvement Area Assessed Property, superior to all other liens and claims, except liens and claims for the State, county, school district, or municipality for ad valorem taxes and are a personal liability of and charge against the owners of property, regardless of whether the owners are named. Pursuant to the PID Act, the Assessment Lien is effective from the date of the Assessment Ordinance until the Major Improvement Area Assessments are paid (or otherwise discharged) and is enforceable by the City Council in the same manner that an ad

valorem property tax levied against real property may be enforced by the City Council. See “ASSESSMENT PROCEDURES” herein. The Assessment Lien is superior to any homestead rights of a property owner that are properly claimed after the adoption of the Assessment Ordinance. However, an Assessment Lien may not be foreclosed upon if any homestead rights of a property owner were properly claimed prior to the adoption of the Assessment Ordinance (“Pre-existing Homestead Rights”) for as long as such rights are maintained on the property. See “BONDHOLDERS’ RISKS — Assessment Limitations.”

Failure to pay an Annual Installment when due will not accelerate the payment of the remaining Annual Installments of the Major Improvement Area Assessments and such remaining Annual Installments (including interest) will continue to be due and payable at the same time and in the same amount and manner as if such default had not occurred.

Perfected Security Interest

The lien on and pledge of the Trust Estate will be valid and binding and fully perfected from and after the Closing Date, without physical delivery or transfer of control of the Trust Estate, the filing of the Indenture or any other act; all as provided in Chapter 1208 of the Texas Government Code, as amended, which applies to the issuance of the Bonds and the pledge of the Trust Estate granted by the City under the Indenture, and such pledge is therefore valid, effective and perfected. If State law is amended at any time while the Bonds are Outstanding such that the pledge of the Trust Estate granted by the City under the Indenture is to be subject to the filing requirements of Chapter 9, Business and Commerce Code, then in order to preserve to the Owners of the Bonds the perfection of the security interest in said pledge, the City agrees to take such measures as it determines are reasonable and necessary under State law to comply with the applicable provisions of Chapter 9, Business and Commerce Code and enable a filing to perfect the security interest in said pledge to occur.

Pledged Revenue Fund

On or before February 20, 2023, and on or before February 20 and August 20 of each year thereafter while the Bonds are Outstanding, the City shall deposit or cause to be deposited all Pledged Revenues, other than the Pledged Revenues on deposit in the MIA Project Collection Fund, which revenues shall be transferred in accordance with the provisions set forth under “— MIA Project Collection Fund” herein, into the Pledged Revenue Fund. As soon as practicable following deposit into the Pledged Revenue Fund pursuant to the preceding sentence of the provisions set forth under “— MIA Project Collection Fund” herein, the Trustee shall apply the Pledged Revenues in the following order of priority: (i) *first*, retain in the Pledged Revenue Fund an amount sufficient to pay debt service on the Bonds next coming due in such calendar year; (ii) *second*, deposit to the Reserve Account of the Reserve Fund an amount to cause the amount in the Reserve Account to equal the Reserve Account Requirement; (iii) *third*, deposit to the Additional Interest Reserve Account of the Reserve Fund an amount equal to the Additional Interest to cause the amount in the Additional Interest Reserve Account to equal the Additional Interest Reserve Requirement; (iv) *fourth*, to pay other Actual Costs of the Major Improvement Area Projects; and (v) *fifth*, to pay other costs permitted by the PID Act. Along with each transfer to the Trustee, the City shall provide a City Certificate as to the funds, accounts and payments into which the amounts are to be deposited or paid.

Along with each deposit of Pledged Revenues to the Pledged Revenue Fund, the City shall provide a City Certificate to the Trustee as to (i) the Funds and Accounts into which the amounts are to be deposited or retained, as applicable, and (ii) the amounts of any payments to be made from such Funds and Accounts.

From time to time as needed to pay the obligations relating to the Bonds, but no later than five Business Days before each Interest Payment Date, the Trustee shall withdraw from the Pledged Revenue Fund and transfer to the Principal and Interest Account of the Bond Fund, an amount, taking into account any amounts then on deposit in such Principal and Interest Account and any expected transfers from the Capitalized Interest Account to the Principal and Interest Account, such that the amount on deposit in the Principal and Interest Account equals the principal (including any Sinking Fund Installments) and interest due on the Bonds on the next Interest Payment Date.

If, after the foregoing transfers and any transfer from the Reserve Fund (as described under the subcaptions “Reserve Account of the Reserve Fund” and “Additional Interest Reserve Account of the Reserve Fund” below), there are insufficient funds to make the payments to the Principal and Interest Account of the Bond Fund described above, the Trustee shall apply the available funds in the Principal and Interest Account first to the payment of interest, then to the payment of principal (including any Sinking Fund Installments) on the Bonds.

Notwithstanding the above, the Trustee shall deposit within two Business Days after receipt Prepayments to the Pledged Revenue Fund and after such deposit shall transfer such Prepayments to the Redemption Fund.

Notwithstanding the above, the Trustee shall deposit within two Business Days after receipt Foreclosure Proceeds to the Pledged Revenue Fund and after such deposit shall transfer Foreclosure Proceeds, as directed by the City pursuant to a City Certificate, *first* to the Reserve Fund to restore any transfers from the accounts within the Reserve Fund made with respect to the Major Improvement Area Assessed Property or Major Improvement Area Assessed Properties to which the Foreclosure Proceeds relate (*first*, to replenish the Reserve Account Requirement, and *second*, to replenish the Additional Interest Reserve Requirement), and *second*, to the Redemption Fund.

After satisfaction of the requirement to provide for the final payment of the principal and interest on the Bonds and to fund any deficiency that may exist in any Account of the Reserve Fund and transfer of funds set forth in (i)-(iv) of the first paragraph under this subcaption, the City may direct the Trustee by City Certificate to apply Major Improvement Area Assessments for any lawful purposes permitted by the PID Act for which Major Improvement Area Assessments may be applied. The Trustee may rely on such written direction of the City and shall have no obligation to determine the lawful purposes permitted under the PID Act.

MIA Project Collection Fund

While any Bonds are Outstanding, another taxing unit or an appraisal district, by agreement with the City, may collect Major Improvement Area Assessment Revenue on the City's behalf. If such taxing unit or appraisal district presents or otherwise tenders to the Trustee such collected Major Improvement Area Assessment Revenue for deposit on the City's behalf, the Trustee shall accept such Major Improvement Area Assessment Revenue and deposit the same into the MIA Project Collection Fund. The Trustee shall, as directed by the City pursuant to a City Certificate, deposit or cause to be deposited all of that portion of the Major Improvement Area Assessment Revenue deposited into the MIA Project Collection Fund that consists of the Annual Collection Costs to the Administrative Fund and, as directed pursuant to a City Certificate, deposit or cause to be deposited all of that portion of the Major Improvement Area Assessment Revenue deposited into the MIA Project Collection Fund that consists of Pledged Revenue into the Pledged Revenue Fund. The City shall provide such City Certificate on or before February 20, 2023 and every August 20 and February 20 thereafter while the Bonds are outstanding.

THE MIA PROJECT COLLECTION FUND IS NOT A PLEDGED FUND.

Bond Fund

On each Interest Payment Date, the Trustee shall withdraw from the Principal and Interest Account of the Bond Fund and transfer to the Paying Agent/Registrar the principal (including any Sinking Fund Installments) and interest then due and payable on the Bonds, less any amount to be used to pay interest on the Bonds on such Interest Payment Date from the Capitalized Interest Account as provided below. If amounts in the Principal and Interest Account are insufficient to pay the amounts due on the Bonds on an Interest Payment Date, the Trustee shall withdraw from the Reserve Fund amounts to cover the amount of such insufficiency pursuant to the Indenture. Amounts so withdrawn from the Reserve Fund shall be deposited in the Principal and Interest Account of the Bond Fund and transferred to the Paying Agent/Registrar.

Moneys in the Capitalized Interest Account of the Bond Fund shall be used for the payment of a portion of the interest due on the Bonds on the following dates and in the following amounts:

<u>Date</u>	<u>Amount</u>
September 1, 2022	\$
March 1, 2023	
September 1, 2023	

Any amounts on deposit to the Capitalized Interest Account after the foregoing payments shall be transferred to the MIA Improvements Account of the Project Fund, or if the MIA Improvements Account of the Project Fund has been closed, then such amounts shall be transferred to the Redemption Fund to be used to redeem Bonds and the Capitalized Interest Account shall be closed.

Project Fund

Money on deposit in the MIA Improvements Account and the MIA Costs of Issuance Account of the Project Fund shall be used for the purposes specified below.

Disbursements from the MIA Improvements Account shall be made by the Trustee, in accordance with the Indenture, to pay the Actual Costs of the Major Improvement Area Projects as provided in the Service and Assessment Plan. Disbursements from the MIA Costs of Issuance Account of the Project Fund shall be made by the Trustee pursuant to and in accordance with the disbursement procedures described in the Financing and Reimbursement Agreement and the Indenture to pay costs of issuance of the Bonds pursuant to one or more City Certificates.

Disbursements from the MIA Improvements Account of the Project Fund of the Project Fund to pay Actual Costs of the Major Improvement Area Projects shall be made by the Trustee upon receipt by the Trustee of one or more City Certificates, in the form attached to the Indenture as Exhibit B, containing a properly executed and completed Certification for Payment. The disbursement of funds from the MIA Improvements Account of the Project Fund of the Project Fund pursuant to a City Certificate shall be deemed to be pursuant to and in accordance with the disbursement procedures described in the Indenture.

The indenture for the IA #1 Bonds has established an IA#1 Major Improvements Account within a separate project fund for the purposes of paying the Actual Costs of the Major Improvements allocable to Improvement Area #1 pursuant to and as described in the Service and Assessment Plan. Each Certification for Payment for the Actual Costs of one or more Major Improvements delivered under the Indenture shall set forth the amount of costs of each individual Major Improvement to be paid from the MIA Improvements Account of the Project Fund, and the amount paid from the IA#1 Major Improvements Account of the project fund established under the indenture for the IA #1 Bonds.

Disbursements from the MIA Costs of Issuance Account of the Project Fund shall be made by the Trustee pursuant to and in accordance with a City Certificate providing for the application of such funds to be disbursed (with the exception of fees and expenses initially incurred by the Trustee, which may be withdrawn by the Trustee).

If the City Representative reasonably determines that amounts then on deposit in the MIA Improvements Account of the Project Fund are not expected to be expended for purposes of the MIA Improvements Account due to the completion, abandonment, or constructive abandonment, of the Major Improvement Area Projects, such that, in the opinion of the City Representative, it is unlikely that the amounts in the MIA Improvements Account of the Project Fund will ever be expended for the purposes of the MIA Improvements Account, the City Representative shall file a City Certificate with the Trustee which identifies the amounts then on deposit in the MIA Improvements Account that are not expected to be used for purposes of the MIA Improvements Account. If such City Certificate is so filed, the amounts on deposit in the MIA Improvements Account shall be transferred to the Redemption Fund to redeem Bonds on the earliest practical date after notice of redemption has been provided in accordance with the Indenture, and the MIA Improvements Account shall be closed.

Not later than six months following the Closing Date or upon an earlier determination by the City Representative that all costs of issuance of the Bonds have been paid and the appropriate portion of the costs incidental to the organization of the District have been paid, the amounts on deposit in the MIA Costs of Issuance Account of the Project Fund shall be transferred to the MIA Improvements Account of the Project Fund as directed by the City in a City Certificate filed with the Trustee, and the MIA Costs of Issuance Account of the Project Fund shall be closed. If the MIA Improvements Account of the Project Fund has been closed, the amounts on deposit in the MIA Costs of Issuance Account of the Project Fund, that would have been transferred to such Account under the Indenture, shall be transferred to the Administrative Fund to reduce future payments for Annual Collection Costs.

Reserve Account of the Reserve Fund

Pursuant to the Indenture, a Reserve Account has been created within the Reserve Fund, held by the Trustee for the benefit of the Bonds, and initially funded with a deposit of \$_____, which is equal to the Reserve Account Requirement, from the proceeds of the Bonds. Pursuant to the Indenture, the "Reserve Account Requirement" for the Bonds is the least of: (i) Maximum Annual Debt Service on the Bonds as of the Closing Date therefor, (ii) 125% of average Annual Debt Service on the Bonds as of the Closing Date therefor, or (iii) 10% of the lesser of the par amount of the Outstanding Bonds or the original issue price of the Bonds. As of the Closing Date, the Reserve Account

Requirement is \$_____ which is an amount equal to [Maximum Annual Debt Service] on the Bonds as of the Closing Date therefor.

All amounts deposited in the Reserve Account shall be used and withdrawn by the Trustee for the purpose of making transfers to the Principal and Interest Account of the Bond Fund as provided in the Indenture. Whenever a transfer is made from an account of the Reserve Account to the Bond Fund due to a deficiency in the Bond Fund, the Trustee shall provide written notice thereof to the City, specifying the amount withdrawn and the source of said funds.

Whenever Bonds are to be redeemed with the proceeds of Prepayments, a proportionate amount in the Reserve Account of the Reserve Fund shall be transferred on the Business Day prior to the redemption date by the Trustee to the Redemption Fund to be applied to the redemption of the Bonds. The amount so transferred from the Reserve Account of the Reserve Fund shall be equal to an amount representing the difference between (i) the lesser of (A) the Reserve Account Requirement prior to redemption and (B) the amount actually on deposit in the Reserve Account prior to redemption, and (ii) the Reserve Account Requirement after such redemption; provided, however, no such transfer from the Reserve Account shall cause the amount on deposit therein to be less than the Reserve Account Requirement to be in effect after such redemption. If after such transfer, and after applying investment earnings on the Redemption Fund toward payment of accrued and unpaid interest to the date of redemption on the Bonds to be redeemed, there are insufficient funds to pay the principal amount plus accrued and unpaid interest on such Bonds to the date fixed for redemption of the Bonds to be redeemed as a result of such Prepayment, the Trustee shall transfer an amount equal to the shortfall, or any additional amounts necessary to permit the Bonds to be redeemed in minimum principal amounts of \$1,000, from the Additional Interest Reserve Account to the Redemption Fund to be applied to the redemption of the Bonds.

Whenever, on any Interest Payment Date, or on any other date at the written request of a City Representative, the amount in the Reserve Account exceeds the Reserve Account Requirement, the Trustee shall provide written notice to the City Representative of the amount of the excess. Such excess shall be transferred to the Principal and Interest Account to be used for the payment of interest on the Bonds on the next Interest Payment Date in accordance with the Indenture, unless within 45 days of such notice to the City Representative, the Trustee receives a City Certificate instructing the Trustee to apply such excess: (i) to pay amounts due to the Rebate Fund pursuant to the Indenture, or (ii) to the MIA Improvements Account of the Project Fund, if such application and the expenditure of funds is expected to occur within three years of the date hereof.

Whenever, on any Interest Payment Date, the amount on deposit in the Bond Fund is insufficient to pay the debt service on the Bonds due on such date, the Trustee shall transfer *first* from the Additional Interest Reserve Account of the Reserve Fund and *second* from the Reserve Account of the Reserve Fund to the Bond Fund the amounts necessary to cure such deficiency.

At the final maturity of the Bonds, the amount on deposit in the Reserve Account shall be transferred to the Principal and Interest Account and applied to the payment of the principal of the Bonds.

If, after a Reserve Account withdrawal, the amount on deposit in the Reserve Account of the Reserve Fund is less than the Reserve Account Requirement, the Trustee shall transfer from the Pledged Revenue Fund to the Reserve Account of the Reserve Fund the amount of such deficiency, in accordance with the Indenture.

If the amount held in the Reserve Fund together with the amount held in the Bond Fund and Redemption Fund is sufficient to pay the principal amount of all Outstanding Bonds on the next Interest Payment Date, together with the unpaid interest accrued on such Bonds as of such Interest Payment Date, the moneys shall be transferred to the Redemption Fund and thereafter used to redeem all Outstanding Bonds as of such Interest Payment Date

Additional Interest Reserve Account of the Reserve Fund

Pursuant to the Indenture, an Additional Interest Reserve Account has been created within the Reserve Fund, held by the Trustee for the benefit of the Bonds. The Trustee will transfer from the Pledged Revenue Fund to the Additional Interest Reserve Account, to the extent that the Reserve Account contains the Reserve Account Requirement and funds are available after application of the deposit priority set forth under “— Pledged Revenue Fund” above, an amount equal to the Additional Interest in the Additional Interest Reserve Account until the Additional Interest Reserve Requirement has been accumulated in the Additional Interest Reserve Account; provided, however, that at any time the amount on deposit in the Additional Interest Reserve Account is less than Additional

Interest Reserve Requirement, the Trustee shall resume depositing the Additional Interest into the Additional Interest Reserve Account until the Additional Interest Reserve Requirement has accumulated in the Additional Interest Reserve Account. The Additional Interest Reserve Requirement is 5.5% of the principal amount of the Outstanding Bonds. In transferring the amounts pursuant to the Indenture, the Trustee may conclusively rely on a City Certificate, unless and until it receives a City Certificate directing that a different amount be used.

Whenever a transfer is made from an account of the Additional Interest Reserve Account to the Bond Fund due to a deficiency in the Bond Fund, the Trustee shall provide written notice thereof to the City, specifying the amount withdrawn and the source of said funds.

Whenever, on any Interest Payment Date, or on any other date at the written request of the City Representative, the amount on deposit in the Additional Interest Reserve Account exceeds the Additional Interest Reserve Requirement, the Trustee shall provide written notice to the City of the amount of the excess (the "Excess Additional Interest Reserve Amount"). Such excess amounts on deposit in the Additional Interest Reserve Account shall be transferred, at the direction of the City pursuant to a City Certificate, to the Administrative Fund for the payment of Annual Collection Costs or to the Redemption Fund in order to affect the redemption of Bonds pursuant to the Indenture. In the event that the Trustee does not receive a City Certificate directing the transfer of the Excess Additional Interest Reserve Amount to the Administrative Fund within 45 days of providing notice to the City of such Excess Additional Interest Reserve Amount, the Trustee shall transfer the Excess Additional Interest Reserve Amount to the Redemption Fund and redeem the Bonds pursuant to extraordinary optional redemption.

At the final maturity of the Bonds, the amount on deposit in the Additional Interest Reserve Account shall be transferred to the Principal and Interest Account and applied to the payment of the principal of the Bonds.

Administrative Fund

The City has created under the Indenture an Administrative Fund held by the Trustee. On or before February 20, 2023, and on or before each February 20 and August 20 of each year thereafter while the Bonds are Outstanding, the City shall deposit or cause to be deposited to the Administrative Fund the amounts collected each year to pay Annual Collection Costs, other than the Annual Collection Costs on deposit in the MIA Project Collection Fund, which amounts shall be transferred in accordance with the provisions set forth under "— MIA Project Collection Fund" herein. Moneys in the Administrative Fund shall be held by the Trustee separate and apart from the other Funds created and administered under the Indenture and used as directed by a City Certificate solely for the purposes set forth in the Service and Assessment Plan. See "APPENDIX C — Form of Service and Assessment Plan."

THE ADMINISTRATIVE FUND IS NOT A PLEDGED FUND AND SHALL NOT BE SECURITY FOR THE BONDS.

Defeasance

All Outstanding Bonds shall prior to the Stated Maturity or redemption date thereof be deemed to have been paid and to no longer be deemed Outstanding if (i) in case any such Bonds are to be redeemed on any date prior to their Stated Maturity, the Trustee shall have given notice of redemption on said date as provided in the Indenture, (ii) there shall have been deposited with the Trustee either moneys in an amount which shall be sufficient, or Defeasance Securities the principal of and the interest on which when due will provide moneys which, together with any moneys deposited with the Trustee at the same time, shall be sufficient to pay when due the principal of and interest on of the Bonds to become due on such Bonds on and prior to the redemption date or maturity date thereof, as the case may be, (iii) the Trustee shall have received a report by an independent certified public accountant selected by the City verifying the sufficiency of the moneys or Defeasance Securities deposited with the Trustee to pay when due the principal of and interest on of the Bonds to become due on such Bonds on and prior to the redemption date or maturity date thereof, as the case may be, (iv) if the Bonds are then rated, the Trustee shall have received written confirmation from each Rating Agency that such deposit will not result in the reduction or withdrawal of the rating on the Bonds, and (v) the Trustee shall have received an opinion of Bond Counsel to the effect that (A) any Bond having been deemed to have been paid as provided in the Indenture is no longer Outstanding thereunder and is no longer secured by or entitled to the benefits of the Indenture, (B) such defeasance is in accordance with the terms of the Indenture and (C) such defeasance will not adversely affect the exclusion of interest on such Bond from gross income for purposes of federal income taxation. Neither Defeasance Securities nor moneys deposited with the Trustee pursuant to the Indenture nor principal or interest payments on any such Defeasance Securities shall be withdrawn or used for

any purpose other than, and shall be held in trust for, the payment of the principal of and interest on the Bonds. Any cash received from such principal of and interest on such Defeasance Securities deposited with the Trustee, if not then needed for such purpose, shall be reinvested in Defeasance Securities as directed in writing by the City maturing at times and in amounts sufficient to pay when due the principal of and interest on the Bonds on and prior to such redemption date or maturity date thereof, as the case may be. Any payment for Defeasance Securities purchased for the purpose of reinvesting cash as aforesaid shall be made only against delivery of such Defeasance Securities.

“Defeasance Securities” means Investment Securities then authorized by applicable law for the investment of funds to defease public securities. “Investment Securities” means those authorized investments described in the Public Funds Investment Act, Chapter 2256, Texas Government Code, as amended (the “PFIA”); and that at the time made are included in and authorized by the City’s official investment policy as approved by the City Council from time to time. Under current State law, Investment Securities that are authorized for the investment of funds to defease public securities are (a) direct, noncallable obligations of the United States of America, including obligations that are unconditionally guaranteed by the United States of America; (b) noncallable obligations of an agency or instrumentality of the United States of America, including obligations that are unconditionally guaranteed or insured by the agency or instrumentality, and that, on the date the governing body of the City adopts or approves the proceedings authorizing the issuance of refunding bonds, are rated as to investment quality by a nationally recognized investment rating firm not less than “AAA” or its equivalent; and (c) noncallable obligations of a state or an agency or a county, municipality, or other political subdivision of a state that have been refunded and that, on the date the governing body of the City adopts or approves the proceedings authorizing the issuance of refunding bonds, are rated as to investment quality by a nationally recognized investment rating firm not less than “AAA” or its equivalent.

There is no assurance that the current law will not be changed in a manner which would permit investments other than those described above to be made with amounts deposited to defease the Bonds. Because the Indenture does not contractually limit such investments, Owners will be deemed to have consented to defeasance with such other investments, notwithstanding the fact that such investments may not be of the same investment quality as those currently permitted under State law. There is no assurance that the ratings for U.S. Treasury securities used as Defeasance Securities or that for any other Defeasance Security will be maintained at any particular rating category.

Events of Default

Each of the following occurrences or events constitutes an “Event of Default” under the Indenture:

- (i) The failure of the City to deposit the Pledged Revenues to the Pledged Revenue Fund;
- (ii) The failure of the City to enforce the collection of the Major Improvement Area Assessments, including the prosecution of foreclosure proceedings;
- (iii) The failure to make payment of the principal of or interest on any of the Bonds when the same becomes due and payable; and
- (iv) Default in the performance or observance of any other covenant, agreement or obligation of the City under the Indenture and the continuation thereof for a period of 90 days after written notice to the City by the Trustee, or by the Owners of a Quarter in Interest of the Bonds with a copy to the Trustee, specifying such default and requesting that the failure be remedied.

Remedies in Event of Default

Upon the happening and continuance of any Event of Default, the Trustee may, and at the written direction of the Owners of a Quarter in Interest of the Bonds and its receipt of indemnity satisfactory to it shall, proceed against the City for the purpose of protecting and enforcing the rights of the Owners under the Indenture, by action seeking mandamus or by other suit, action, or special proceeding in equity or at law, in any court of competent jurisdiction, for any relief to the extent permitted by the Indenture or by Applicable Laws, including, but not limited to, the specific performance of any covenant or agreement contained in the Indenture, or injunction; provided, however, that any action for money damages against the City shall be limited in recovery to the assets of the Trust Estate, including the Pledged Revenues and Pledged Funds. The Trustee retains the right to obtain the advice of counsel in its exercise of remedies for default.

THE PRINCIPAL OF THE BONDS SHALL NOT BE SUBJECT TO ACCELERATION UNDER ANY CIRCUMSTANCES.

If the assets of the Trust Estate are sufficient to pay all amounts due with respect to all Outstanding Bonds, in the selection of Trust Estate assets to be used in the payment of Bonds due under the Indenture, the City shall determine, in its absolute discretion, and shall instruct the Trustee by City Certificate, which Trust Estate assets shall be applied to such payment and shall not be liable to any Owner or other Person by reason of such selection and application. In the event that the City shall fail to deliver to the Trustee such City Certificate, the Trustee shall select and liquidate or sell Trust Estate assets as provided in the following paragraph, and shall not be liable to any Owner, or other Person, or the City by reason of such selection, liquidation or sale. The Trustee shall have no liability for its selection of Trust Estate assets to liquidate or sell.

Whenever moneys are to be applied pursuant to the Indenture, irrespective of and whether other remedies authorized under the Indenture shall have been pursued in whole or in part, the Trustee may cause any or all of the assets of the Trust Estate, including Investment Securities, to be sold. The Trustee may so sell the assets of the Trust Estate and all right, title, interest, claim and demand thereto and the right of redemption thereof, in one or more parts, at any such place or places, and at such time or times and upon such notice and terms as the Trustee may deem appropriate and as may be required by law and apply the proceeds thereof in accordance with the provisions of the Indenture. Upon such sale, the Trustee may make and deliver to the purchaser or purchasers a good and sufficient assignment or conveyance for the same, which sale shall be a perpetual bar both at law and in equity against the City, and all other Persons claiming such properties. No purchaser at any sale shall be bound to see to the application of the purchase money proceeds thereof or to inquire as to the authorization, necessity, expediency, or regularity of any such sale. Nevertheless, if so requested by the Trustee, the City shall ratify and confirm any sale or sales by executing and delivering to the Trustee or to such purchaser or purchasers all such instruments as may be necessary or, in the judgment of the Trustee, proper for the purpose which may be designated in such request.

Restriction on Owner's Actions

No Owner shall have any right to institute any action, suit or proceeding at law or in equity for the enforcement of the Indenture or for the execution of any trust thereof or any other remedy under the Indenture, unless (i) a default has occurred and is continuing of which the Trustee has been notified in writing, (ii) such default has become an Event of Default and the Owners of a Quarter in Interest of the Bonds then Outstanding have made written request to the Trustee and offered it reasonable opportunity either to proceed to exercise the powers granted under the Indenture or to institute such action, suit or proceeding in its own name, (iii) the Owners have furnished to the Trustee indemnity as provided in the Indenture, (iv) the Trustee has for 60 days after such notice failed or refused to exercise the powers granted under the Indenture, or to institute such action, suit, or proceeding in its own name, (v) no written direction inconsistent with such written request has been given to the Trustee during such 60-day period by the Owners of a majority of the aggregate principal amount of the Bonds then Outstanding, and (vi) notice of such action, suit, or proceeding is given to the Trustee in writing; however, all proceedings at law or in equity shall be instituted and maintained in the manner provided in the Indenture and for the equal benefit of the Owners of all Bonds then Outstanding. The notification, request and furnishing of indemnity set forth above shall, at the option of the Trustee as advised by counsel, be conditions precedent to the execution of the powers and trusts of the Indenture and to any action or cause of action for the enforcement of the Indenture or for any other remedy thereunder.

Subject to provisions of the Indenture with respect to certain liabilities of the City, nothing in the Indenture shall affect or impair the right of any Owner to enforce payment of any Bond at and after the maturity thereof, or on the date fixed for redemption or the obligation of the City to pay each Bond issued under the Indenture to the respective Owners thereof at the time and place, from the source and in the manner expressed in the Indenture and in the Bonds.

In case the Trustee or any Owners shall have proceeded to enforce any right under the Indenture and such proceedings shall have been discontinued or abandoned for any reason or shall have been determined adversely to the Trustee or any Owners, then and in every such case the City, the Trustee and the Owners shall be restored to their former positions and rights thereunder, and all rights, remedies and powers of the Trustee shall continue as if no such proceedings had been taken.

Application of Revenues and Other Moneys after Event of Default

All moneys, securities, funds and Pledged Revenues and the income therefrom received by the Trustee pursuant to any right given or action taken under the provisions of the Indenture with respect to Events of Default, together with all amounts held by the Trustee thereunder as part of the Trust Estate, shall, after payment of the cost and expenses of the proceedings resulting in the collection of such amounts, the expenses (including Trustee's counsel fees, costs and expenses), liabilities, and advances incurred or made by the Trustee and the fees of the Trustee in carrying out the Indenture during the continuance of an Event of Default, be applied by the Trustee, on behalf of the City, to the payment of interest and principal or Redemption Price then due on Bonds, as follows:

(i) **FIRST:** To the payment to the Owners entitled thereto all installments of interest then due in the direct order of maturity of such installments, and, if the amount available shall not be sufficient to pay in full any installment, then to the payment thereof ratably, according to the amounts due on such installment, to the Owners entitled thereto, without any discrimination or preference; and

(ii) **SECOND:** To the payment to the Owners entitled thereto of the unpaid principal of Outstanding Bonds, or Redemption Price of any Bonds which shall have become due, whether at maturity or by call for redemption, in the direct order of their due dates and, if the amounts available shall not be sufficient to pay in full all the Bonds due on any date, then to the payment thereof ratably, according to the amounts of principal or Redemption Price due and to the Owners entitled thereto, without any discrimination or preference.

Within ten days of receipt of such good and available funds, the Trustee may fix a record and payment date for any payment to be made to Owners pursuant to the Indenture.

In the event funds are not adequate to cure any of the Events of Default described above, the available funds shall be allocated to the Bonds that are Outstanding in proportion to the quantity of Bonds that are currently due and in default under the terms of the Indenture.

The restoration of the City to its prior position after any and all defaults have been cured, as provided above, shall not extend to or affect any subsequent default under the Indenture or impair any right consequent thereon.

Investment of Funds

Money in any Fund or Account established pursuant to the Indenture shall be invested by the Trustee only as directed by the City pursuant to a City Certificate filed with the Trustee at least two days in advance of the making of such investment (or as directed below) in time deposits or certificates of deposit secured in the manner required by law for public funds, or be invested in direct obligations of, including obligations the principal and interest on which are unconditionally guaranteed by, the United States of America, in obligations of any agencies or instrumentalities thereof, or in such other investments as are permitted under the PFIA or any successor law, as in effect from time to time; the City Certificate shall direct investment in such deposits and investments (which may include repurchase agreements for such investment with any primary dealer of such agreements) so that the money required to be expended from any Fund will be available at the proper time or times. Such investments shall be valued each year in terms of current market value as of September 30. For purposes of maximizing investment returns, to the extent permitted by law, money in such Funds may be invested in common investments of the kind described above, or in a common pool of such investments which shall be kept and held at an official depository bank, which shall not be deemed to be or constitute a commingling of such money or funds provided that safekeeping receipts or certificates of participation clearly evidencing the investment or investment pool in which such money is invested and the share thereof purchased with such money or owned by such Fund are held by or on behalf of each such Fund. If necessary, such investments shall be promptly sold in order to make the disbursements required or permitted by the Indenture or to prevent any default. In the event the City does not provide written investment directions, the Trustee is instructed to invest funds into the 38142B609 Goldman Sachs Financial Square Treasury Instruments.

Obligations purchased as an investment of moneys in any Fund or Account shall be deemed to be part of such Fund or Account, subject, however, to the requirements of the Indenture for transfer of interest earnings and profits resulting from investment of amounts in Funds and Accounts. Whenever in the Indenture any moneys are required to be transferred by the City to the Trustee, such transfer shall be accomplished by transferring a like amount of Investment Securities unless the City instructs the Trustee otherwise by written direction.

Against Encumbrances

Other than refunding bonds issued to refund all or a portion of the Bonds ("Refunding Bonds"), the City shall not create and, to the extent Pledged Revenues are received, shall not suffer to remain, any lien, encumbrance or charge upon the Pledged Revenues, the Pledged Funds or the Trust Estate, or any other property pledged under the Indenture, except the pledge created for the security of the Bonds, and other than a lien or pledge subordinate to the lien and pledge of such property related to the Bonds.

So long as Bonds are Outstanding under the Indenture, the City shall not issue any bonds, notes or other evidences of indebtedness secured by any pledge of or other lien or charge on the Pledged Revenues the Pledged Funds, the Trust Estate or any other property pledged under the Indenture, except that the City may issue Refunding Bonds in accordance with the terms of the Indenture.

Additional Obligations or Other Liens; Refunding Bonds

The City reserves the right to issue or incur bonds, notes or other obligations under other indentures, assessment ordinances, or similar agreements or other obligations which do not constitute or create a lien on the Trust Estate and are not payable from the Trust Estate, or any portion thereof.

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

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

Additionally, the City has reserved the right to issue bonds or other obligations secured by and payable from Pledged Revenues so long as such pledge is subordinate to the pledge of Pledged Revenues securing payment of the Bonds.

Future Improvement Area Bonds may be issued to fund and/or to reimburse the Developer for funding the Actual Costs of Future Improvement Area Improvements. The Developer may request that the City issue Future Improvement Area Bonds; provided, however, that no Future Improvement Area Bonds shall be issued unless such Future Improvement Area Bonds are made to mature on September 1 in each of the years in which they are scheduled to mature, must bear interest at a fixed rate and any interest payment dates for the Future Improvement Area Bonds must be March 1 and September 1, and the following requirements are met:

(i) The Trustee shall receive a certificate from the City Representative certifying that the City is not in default in the performance and observance of any of the terms, provisions, and conditions applicable to the City contained in any indenture of trust authorizing the issuance of PID Bonds (as defined below) for the District;

(ii) The Trustee and the City shall receive a certificate from the Developer, through an authorized representative, certifying that the Developer is not in default beyond any applicable notice and cure period in the performance and observance of any of the terms, provisions and conditions applicable to the Developer contained in the Financing and Reimbursement Agreement, the Development Agreement, any acquisition and reimbursement agreement applicable to such Future Improvement Area or any continuing disclosure agreement entered into by the Developer relating to the PID Bonds, unless any defaults under the foregoing agreements (except for defaults under any continuing disclosure agreements entered into by

Developer which defaults shall be cured) are disclosed in a certificate from the Developer to the City and the City Council elects to proceed with the issuance of the Future Improvement Area Bonds regardless of the existence of such default or defaults;

(iii) The Trustee and the City shall receive a certificate from the PID Administrator certifying that there is no default by the Developer or any owner of more than five percent (5%) of the assessed parcels in the applicable Future Improvement Area for failure to pay special assessments or ad valorem taxes on assessed parcels in such Future Improvement Area owed by the Developer or such owner prior to the delinquency date thereof;

(iv) With respect to Future Improvement Area Bonds to be issued for Future Improvement Areas developed after Improvement Area #1, the Trustee and the City shall receive a certificate from the Developer certifying that the Authorized Improvements to be funded with the proceeds of the Bonds have been completed;

(v) If Future Improvement Area Bonds have been issued for one or more Future Improvement Areas, the City shall receive a certificate from the Developer certifying that the Authorized Improvements to be funded with the proceeds of such Future Improvement Area Bonds have been completed;

(vi) The Trustee and the City shall receive a certificate from the Developer certifying that at least fifty percent (50%) of the assessed parcels in the Future Improvement Area, for which Future Improvement Area Bonds will be issued, are either owned by the Developer or are under contract with merchant builder(s) or real estate developer(s) for sale to end users;

(vii) With respect to Future Improvement Area Bonds to be issued for Future Improvement Areas developed after Improvement Area #1, the Trustee and the City shall receive a certificate from the Developer certifying that a certificate of occupancy for completed homes has been issued for at least fifty percent (50%) of the lots or residential units, as applicable, in the preceding neighborhood improvement area;

(viii) The Value to Lien Ratio of each type of individual assessed parcel in the Future Improvement Area for which Future Improvement Area Bonds will be issued, based on an Independent Appraisal, shall not be less than 2.5:1; and

(ix) The Value to Lien Ratio in the Future Improvement Area for which Future Improvement Area Bonds will be issued, based on an Independent Appraisal, shall not be less than 3:1

Future Improvement Area Bonds may be issued to fund and/or to reimburse the Developer for funding the actual costs of Future Improvement Area Improvements in one or more Future Improvement Areas simultaneously if the preceding requirements of set forth above are met with respect to Improvement Area #1 and each Future Improvement Area for which Future Improvement Area Bonds have been issued.

“Independent Appraisal” means, in establishing the appraised value, (i) the appraised value of a specific assessed parcel or assessed parcels, as applicable, in a specific Future Improvement Area or the District, as applicable, for which the Future Improvement Area Bonds are to be issued as established by publicly available data from the county appraisal district, (ii) an “as-complete” appraisal delivered by an independent appraiser licensed in the State of Texas, which appraisal shall assume completion of the Public Improvements to be funded with the Future Improvement Area Bonds, (iii) a certificate delivered to the City by a qualified independent third party (which party may be the PID Administrator or a licensed appraiser) certifying on an individual lot type basis, the value of each lot in the Future Improvement Area or District, as applicable, for which such Future Improvement Area Bonds are to be issued based on either (x) the average gross sales price (which is the gross amount including escalations and reimbursements due to the seller of the lots) for each lot type based on closings of lots in the Future Improvement Area for which such Future Improvement Area Bonds are to be issued or any preceding Future Improvement Areas of the District for which PID Bonds have been issued to fund Authorized Improvements or (y) the sales price in the actual lot purchase contracts in the Future Improvement Area for which the Future Improvement Area Bonds are to be issued.

“PID Bonds” means the Bonds, the IA #1 Bonds, Future Improvement Area Bonds, and any other bonds issued by the City and secured by assessments levied on Assessed Properties within the District.

“Value to Lien Ratio” means with respect to any Future Improvement Area Bonds, the ratio of the appraised value of a specific assessed parcel or assessed parcels, as applicable, in a Future Improvement Area or the District, as applicable, for which Future Improvement Area Bonds are issued, based on an Independent Appraisal, to the sum of (i) the principal amount of the Future Improvement Area Bonds to be issued to fund all or a portion of the costs of the Future Improvement Area Improvements in the Future Improvement Area or the District, as applicable, and (ii) the outstanding special assessments levied on such parcel or parcels, as applicable, within such Future Improvement Area.

SOURCES AND USES OF FUNDS

The table that follows summarizes the expected sources and uses of proceeds of the Bonds⁽¹⁾:

Sources of Funds:

Principal Amount	\$
Total Sources	<u>\$</u>

Use of Funds:

Deposit to MIA Improvements Account of Project Fund	\$
Deposit to MIA Cost of Issuance Account of Project Fund	
Deposit to Capitalized Interest Account of Bond Fund	
Deposit to Reserve Account of Reserve Fund	
Deposit to Administrative Fund	
Underwriter’s Discount ⁽²⁾	
Total Uses	<u>\$</u>

⁽¹⁾ To be updated and completed upon pricing.

⁽²⁾ Includes Underwriter’s counsel fee of \$_____.

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DEBT SERVICE REQUIREMENTS

The following table sets forth the anticipated debt service requirements for the Bonds⁽¹⁾:

<u>Year Ending</u> <u>(September 30)</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
2022 ⁽²⁾	\$	\$	\$
2023 ⁽²⁾			
2024			
2025			
2026			
2027			
2028			
2029			
2030			
2031			
2032			
2033			
2034			
2035			
2036			
2037			
2038			
2039			
2040			
2041			
Total	<u>\$</u>	<u>\$</u>	<u>\$</u>

⁽¹⁾ To be updated and completed upon pricing. Preliminary; subject to change.

⁽²⁾ Interest due in 2022 and 2023 will be paid from amounts on deposit in the Capitalized Interest Account.

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OVERLAPPING TAXES AND DEBT

Overlapping Taxes. The land within the Major Improvement Area has been, and is expected to continue to be, subject to taxes imposed by taxing entities other than the City. Such taxes are payable in addition to the Major Improvement Area Assessments. The City, Hays County, Texas (the “County”), Hays Consolidated Independent School District (“Hays CISD”), Austin Community College District (“Austin CCD”), Hays County Fire Emergency Services District #5 (“Hays ESD #5”) and Hays County Emergency Services District #9 (“Hays ESD #9”) may each levy ad valorem taxes upon land in the Major Improvement Area for payment of debt incurred by such governmental entities and/or for payment of maintenance and operations expenses. The City has no control over the level of ad valorem taxes or special assessments levied by such other taxing authorities. The following table reflects the overlapping ad valorem tax rates currently levied on property located in the Major Improvement Area.

<u>Overlapping Taxes</u>	
<u>Taxing Entity</u>	Major Improvement Area Tax Year 2021 <u>Ad Valorem Tax Rate⁽¹⁾</u>
City of Kyle	\$0.50820
Hays County (including Special Road)	0.38670
Hays CISD	1.35970
Austin CCD	0.10480
Hays ESD #5	0.10000
Hays ESD #9	<u>0.05819</u>
Total Current Tax Rate	\$2.51759
Estimated Average Annual Installment in the Major Improvement Area as an Equivalent Tax Rate	<u>\$0.07585⁽²⁾</u>
Estimated Total Tax Rate and Average Annual Installment in the Major Improvement Area as an Equivalent Tax Rate	<u>\$2.59344⁽²⁾</u>

⁽¹⁾ As reported by the individual taxing jurisdiction. Per \$100 taxable appraised value.

⁽²⁾ Derived from information in the Service and Assessment Plan, and from lot counts and estimated buildout values provided by the Developer. Shown as a tax rate equivalent for illustration purposes only. Pursuant to the Financing and Reimbursement Agreement and the Service and Assessment Plan, the “Maximum Assessment” for each lot within the Major Improvement Area is equal to an amount that may not result in an equivalent tax rate that is greater than \$0.44 per \$100 of Estimated Buildout Value (as defined in the Service and Assessment Plan). See “ASSESSMENT PROCEDURES — Assessment Amounts – Method of Apportionment of Assessments,” “APPENDIX C — Form of Service and Assessment Plan” and “APPENDIX F — Financing and Reimbursement Agreement and Form of First Amendment.” Preliminary; subject to change.

Source: Individual taxing jurisdictions and the Service and Assessment Plan.

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Overlapping Debt. As noted above, the Major Improvement Area includes territory located in other governmental entities that may issue or incur debt secured by the levy and collection of ad valorem taxes or assessments. Set forth below are overlapping debt table showing the outstanding indebtedness payable from ad valorem taxes with respect to property within the District, and City debt to be secured by the Major Improvement Area Assessments:

Overlapping Debt in the Major Improvement of the District

<u>Taxing or Assessing Entity</u>	<u>Total Outstanding Debt as of February 1, 2022</u>	<u>Estimated % Applicable⁽¹⁾</u>	<u>Direct and Estimated Overlapping Debt⁽¹⁾</u>
The City (Assessments - The Bonds)	\$ 2,730,000 ⁽²⁾	100.00%	\$2,730,000 ⁽²⁾
The City (Ad Valorem)	91,830,000	0.50%	459,150
Hays County	519,804,579	0.07%	363,863
Hays CISD	542,425,000	0.21%	1,139,093
Austin CCD	436,260,000	0.03%	130,878
Total⁽³⁾	\$1,593,049,579		\$4,822,984

⁽¹⁾ Based on the tax year 2021 net taxable assessed valuation for the taxing entities as certified by the Hays Central Appraisal District and on \$22,030,000 appraised value of the Major Improvement Area, as shown in the Appraisal (as defined herein). See "APPRAISAL OF THE DISTRICT" and "APPENDIX G — Appraisal of the District."

⁽²⁾ Preliminary; subject to change.

⁽³⁾ Hays ESD #9 does not have any outstanding debt. Hays ESD #5's has an estimated \$3,009,359 in outstanding operating loans, as of September 30, 2020, based on the Hays ESD #5's audited financial statements for fiscal year ending September 30, 2019.

Source: Municipal Advisory Council of Texas (gross outstanding debt secured by property taxes), the Hays Central Appraisal District and the Service and Assessment Plan.

Homeowners' Association. In addition to the Major Improvement Area Assessments described above, the Developer anticipates that each lot owner in the District will pay an annual maintenance and operation fee and/or a property owner's association fee to a homeowners' association (the "HOA") formed by the Developer. The HOA fees are expected to be approximately \$65 per month.

Agricultural Exemption. If land is devoted principally to agricultural use, the landowner can apply for an agricultural valuation on the property and pay ad valorem taxes based on the land's productive capacity. Agricultural use includes production of crop or livestock. It also can include leaving the land idle for a government program or for normal crop or livestock rotation.

If land qualified for an agricultural valuation but the land use changes to a non-agricultural use, "rollback taxes" are assessed for each of the previous three years in which the land received the lower agricultural valuation. The rollback tax is the difference between taxes paid on land's agricultural value and the taxes that the landowner would have paid if the land had been taxed on a higher market value for each year from the date on which taxes would have been due. If the land use changes to a non-agricultural use on only a portion of a larger tract, the landowner can fence off the remaining land and maintain the agricultural valuation on the remaining land. In this scenario, the landowner would only be responsible for rollback taxes on that portion of the land where use changed and not the entire tract.

All of the property within the Major Improvement Area is currently subject to an agricultural valuation with respect to its ad valorem taxes. The Developer expects to remove the agricultural valuation on a phased basis as development within the Major Improvement Area progresses, with the agricultural valuation expected to be removed from all such land by 2023. The Developer or purchasers purchasing property from the Developer will pay rollback taxes with respect to such property.

ASSESSMENT PROCEDURES

General

Capitalized terms used under this caption and not otherwise defined in this Limited Offering Memorandum shall have the meanings given in the Service and Assessment Plan. As required by the PID Act, when the City determines to defray a portion of the costs of the Authorized Improvements through Major Improvement Area Assessments, it must adopt a resolution generally describing the Authorized Improvements and the land within the District to be subject to Major Improvement Area Assessments to pay the costs therefor. The City has caused an assessment roll to be prepared for Improvement Area (the "Assessment Roll"), which Assessment Roll shows the land within the Major Improvement Area to be assessed, the amount of the benefit to and the Major Improvement Area

Assessment against each lot or parcel of land and the number of Annual Installments in which the Major Improvement Area Assessment is divided. The Assessment Roll was filed with the City Secretary and made available for public inspection. Statutory notice was given to the owners of the property to be assessed and a public hearing was conducted to hear testimony from affected property owners as to the propriety and advisability of undertaking the Authorized Improvements and funding the same with Major Improvement Area Assessments. The City levied the Major Improvement Area Assessments and adopted the Assessment Ordinance on November 16, 2021, at which time the Major Improvement Area Assessments became legal, valid and binding liens upon the Major Improvement Area Assessed Property against which the Major Improvement Area Assessments are made.

Under the PID Act, the costs of Authorized Improvements may be assessed by the City against the Major Improvement Area Assessed Property so long as the special benefit conferred upon the Major Improvement Area Assessed Property by the Authorized Improvements equals or exceeds the Major Improvement Area Assessments. The costs of the Authorized Improvements may be assessed using any methodology that results in the imposition of equal shares of cost on Major Improvement Area Assessed Property similarly benefited. The allocation of benefits and assessments to the benefited land within the District is set forth in the Service and Assessment Plan, which should be read in its entirety. See “APPENDIX C — Form of Service and Assessment Plan.”

Assessment Methodology

The Service and Assessment Plan describes the special benefit to be received by each parcel of Major Improvement Area Assessed Property as a result of the Authorized Improvements, provides the basis and justification for the determination that such special benefit exceeds the Major Improvement Area Assessments being levied, and establishes the methodology by which the City allocates the special benefit of the Authorized Improvements to parcels in a manner that results in equal shares of costs being apportioned to parcels similarly benefited. As described in the Service and Assessment Plan, a portion of the costs of the Authorized Improvements are being funded with proceeds of the Bonds, which are payable from and secured by Trust Estate consisting of the Pledged Revenues, including primarily the Major Improvement Area Assessments.

As set forth in the Service and Assessment Plan, the City Council has determined that initially (i) the Major Improvements shall be allocated pro rata between the Major Improvement Area Initial Parcel and the Improvement Area #1 Assessed Property (each as defined in the Service and Assessment Plan) based on Estimated Buildout Value, (ii) the District Formation Costs (as defined in the Service and Assessment Plan) shall be allocated pro rata between the Major Improvement Area Initial Parcel and the Improvement Area #1 Assessed Property based on Estimated Buildout Value and (iii) the Bond Issuance Costs (as defined in the Service and Assessment Plan) related to the Bonds shall be allocated entirely to the Major Improvement Area Assessed Property. As Parcels of the Major Improvement Area Assessed Properties are subdivided, the Authorized Improvements and the related Major Improvement Area Assessments will be reallocated in accordance with the Service and Assessment Plan, as described under “— Assessment Amounts – Method of Apportionment of Assessments” below.

The City has determined that such method of allocation will result in the imposition of equal shares of the Major Improvement Area Assessments on Parcels similarly situated within the Major Improvement Area. The Major Improvement Area Assessments and interest thereon are expected to be paid in Annual Installments as described above. The determination by the City of the assessment methodology set forth in the Service and Assessment Plan 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 Developer, all other current owners of property within the Major Improvement Area and all future owners and developers within the Major Improvement Area. See “APPENDIX C — Form of Service and Assessment Plan.”

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The table below shows the estimated value to lien analysis in the Major Improvement Area.

Estimated Value to Lien Ratios⁽¹⁾

<u>Lot Size</u>	<u>Number of Lots⁽²⁾</u>	<u>Estimated Finished Lots Values⁽³⁾</u>	<u>Estimated Buildout Value per Lot⁽³⁾</u>	<u>Total Estimated Buildout Value</u>	<u>Estimated Assessment Per Lot</u>	<u>Ratio of Estimated Value of Finished Lot to Assessment</u>	<u>Ratio of Estimated Buildout Value to Assessment</u>
35'	70	\$45,091	\$310,000	\$ 21,700,000	\$2,518.71	17.90 : 1	123.08 : 1
43'	142	57,069	405,000	57,510,000	3,290.58	17.34 : 1	123.08 : 1
50'	426	67,053	420,000	178,920,000	3,412.45	19.65 : 1	123.08 : 1
55'	<u>175</u>	<u>72,418</u>	<u>445,000</u>	<u>77,875,000</u>	<u>3,615.57</u>	<u>20.03 : 1</u>	<u>123.08 : 1</u>
Total/Avg. ⁽⁴⁾	813	\$64,306	\$413,290	\$336,005,000	\$3,357.93	19.15 : 1	123.08 : 1

(1) Preliminary; subject to change. Derived from information in the Service and Assessment Plan.

(2) Based on the current concept plan for the District.

(3) Provided by the Developer.

(4) Averages are weighted based on number of lots per lot size.

Collection and Enforcement of Assessment Amounts

Under the PID Act, the Annual Installments may be collected in the same manner and at the same time as regular ad valorem taxes of the City. The Major Improvement Area Assessments may be enforced by the City in the same manner that an ad valorem tax lien against real property is enforced. Delinquent installments of the Major Improvement Area Assessments incur interest, penalties and attorney's fees in the same manner as delinquent ad valorem taxes. Under the PID Act, the Assessment Lien is a first and prior lien against the property assessed, superior to all other liens and claims except liens or claims for State, county, school district or municipal ad valorem taxes. See "BONDHOLDERS' RISKS — Assessment Limitations" herein.

In the Indenture, the City covenants to collect, or cause to be collected, Major Improvement Area Assessments as provided in the Assessment Ordinance. No less frequently than annually, City staff or a designee of the City shall prepare, and the City Council shall approve, an Annual Service Plan Update to allow for the billing and collection of Annual Installments. Each Annual Service Plan Update shall include an updated Assessment Roll and a calculation of the Annual Installment for each Parcel. Annual Installments for Annual Collection Costs shall be allocated among all Parcels in proportion to the amount of the Annual Installments for the Parcels.

In the Indenture, the City covenants, agrees and warrants that, for so long as any Bonds are Outstanding, that it will take and pursue all actions permissible under Applicable Laws to cause the Major Improvement Area Assessments to be collected and the liens thereof enforced continuously, in the manner and to the maximum extent permitted by Applicable Laws, and, to the extent permitted by Applicable Laws, to cause no reduction, abatement or exemption in the Major Improvement Area Assessments.

To the extent permitted by law, notice of the Annual Installments will be sent by, or on behalf of the City, to the affected property owners on the same statement or such other mechanism that is used by the City, so that such Annual Installments are collected simultaneously with ad valorem taxes and shall be subject to the same penalties, procedures, and foreclosure sale in case of delinquencies as are provided for ad valorem taxes of the City.

The City will determine or cause to be determined, no later than February 15 of each year, whether or not any Annual Installment is delinquent and, if such delinquencies exist, the City will order and cause to be commenced as soon as practicable any and all appropriate and legally permissible actions to obtain such Annual Installment, and any delinquent charges and interest thereon, including diligently prosecuting an action in district court to foreclose the currently delinquent Annual Installment. Notwithstanding the foregoing, the City shall not be required under any circumstances to purchase or make payment for the purchase of the delinquent Major Improvement Area Assessment or the corresponding Major Improvement Area Assessed Property.

The City expects to implement the basic timeline and procedures for Major Improvement Area Assessment collections and pursuit of delinquencies set forth in Exhibit C of the Disclosure Agreement of Issuer set forth in APPENDIX E-1 and to comply therewith to the extent that the City reasonably determines that such compliance is

the most appropriate timeline and procedures for enforcing the payment of delinquent Major Improvement Area Assessments.

The City shall not be required under any circumstances to expend any funds for Delinquent Collection Costs in connection with its covenants and agreements under the Indenture or otherwise other than with funds on deposit in the Administrative Fund.

Annual Installments will be paid to the City or its agent. Annual Installments are due when billed each year and become delinquent on February 1 of the following year. In the event Major Improvement Area Assessments are not timely paid, there are penalties and interest as set forth below:

Date Payment <u>Received</u>	Cumulative <u>Penalty</u>	Cumulative <u>Interest</u>	<u>Total</u>
February	6%	1%	7%
March	7%	2%	9%
April	8%	3%	11%
May	9%	4%	13%
June	10%	5%	15%
July	12%	6%	18%

After July, the penalty remains at 12%, and interest accrues at the rate of 1% each month. In addition, if an account is delinquent in July, a 20% attorney's collection fee may be added to the total penalty and interest charge. In general, property subject to lien may be sold, in whole or in parcels, pursuant to court order to collect the amounts due. An automatic stay by creditors or other entities, including governmental units, could prevent governmental units from foreclosing on property and prevents liens for post-petition taxes from attaching to property and obtaining secured creditor status unless, in either case, an order lifting the stay is obtained from the bankruptcy court. In most cases, post-petition Major Improvement Area Assessments are paid as an administrative expense of the estate in bankruptcy or by order of the bankruptcy court.

Assessment Amounts

Assessment Amounts. The amounts of the Major Improvement Area Assessments have been established by the methodology described in the Service and Assessment Plan. The Major Improvement Area Assessments have been levied against the Parcels comprising the Major Improvement Area Assessed Property as indicated on the Assessment Roll. The Assessment Roll sets forth for each year the Annual Installment for each Parcel within the Major Improvement Area Assessed Property consisting of (i) the annual portion allocable to principal and interest on the Major Improvement Area Assessment for each Parcel, (ii) the Additional Interest and (iii) the component of the Annual Installment allocable to Annual Collection Costs. The Annual Installments may not exceed the amounts shown on the Assessment Roll. See "APPENDIX C — Form of Service and Assessment Plan."

The Annual Installments shown on the Assessment Roll will be adjusted to equal the actual costs of repaying the Bonds, the Additional Interest and actual Annual Collection Costs (as provided for in the definition of such term).

Method of Apportionment of Assessments. For purposes of the Service and Assessment Plan, the City Council has determined that the Major Improvement Area Assessments shall initially be allocated to the Major Improvement Area Initial Parcel. Upon the division of any Major Improvement Area Assessed Property without the recording of a subdivision plat, the PID Administrator shall reallocate the Major Improvement Area Assessment for such Major Improvement Area Assessed Property prior to the subdivision among the newly divided Major Improvement Area Assessed Properties according to the following formula:

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

Where the terms have the following meaning:

A = the Major Improvement Area Assessment for the newly divided Major Improvement Area Assessed Property

B = the Major Improvement Area Assessment for the Major Improvement Area Assessed Property prior to division

C = the Estimated Buildout Value of the newly divided Major Improvement Area Assessed Property

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

Upon the subdivision of any Major Improvement Area Assessed Property based on a recorded subdivision plat, the PID Administrator shall reallocate the Major Improvement Area Assessment for the Major Improvement Area Assessed Property prior to the subdivision among the new 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 Major Improvement Area Assessment for the newly subdivided Lot

B = the Major Improvement Area 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 the newly subdivided Lots excluding Non-Benefited Property

E = the number of newly subdivided Lots with the same Lot Type

The following table provides the expected allocation of the Major Improvement Area Assessments based on Lot Type.

<u>Estimated Allocation of Major Improvement Area Assessments⁽¹⁾</u>						
<u>Lot Size</u>	<u>Number of Lots⁽²⁾</u>	<u>Estimated Buildout Value per Lot⁽³⁾</u>	<u>Estimated Assessment Per Lot</u>	<u>Total Assessment</u>	<u>Estimated Average Annual Installment per Lot</u>	<u>Equivalent Tax Rate per \$100 Assessed Value⁽⁴⁾</u>
35'	70	\$310,000	\$2,518.71	\$ 176,309.88	\$235.15	\$0.07585
43'	142	405,000	3,290.58	467,261.80	307.21	0.07585
50'	426	420,000	3,412.45	1,453,703.37	318.59	0.07585
55'	175	445,000	3,615.57	632,724.96	337.55	0.07585
Total/Avg.⁽⁴⁾	813	\$413,290	\$3,357.93	\$2,730,000.00	\$313.50	\$0.07585

(1) Preliminary; subject to change. Derived from information in the Service and Assessment Plan.

(2) Based on the current concept plan for the District.

(3) Provided by the Developer.

(4) Averages are weighted based on number of lots per lot size.

The Bonds are secured by a lien on and pledge of the Trust Estate consisting primarily of Pledged Revenues, including the Major Improvement Area Assessments. See "SECURITY FOR THE BONDS" and "APPENDIX C — Form of Service and Assessment Plan."

Prepayment of Assessments

Voluntary Prepayments. Pursuant to the PID Act and the Indenture, the owner of any Major Improvement Area Assessed Property may voluntarily prepay (a "Prepayment") all or part of any Major Improvement Area Assessment levied against any Lot or Parcel, together with accrued interest to the date of payment, at any time. Upon receipt of such Prepayment, such amounts will be applied towards the redemption or payment of the Bonds, as described in the Indenture. Amounts received at the time of a Prepayment which represent a payment of principal, interest, or penalties on a delinquent installment of a Major Improvement Area Assessment are not to be considered a Prepayment, but rather are to be treated as payment of regularly scheduled Major Improvement Area Assessments.

Mandatory Prepayment. If Major Improvement Area Assessed Property is transferred to a person or entity that is exempt from payment of the Major Improvement Area Assessments under applicable law or any portion of Major Improvement Area Assessed Property becomes Non-Benefited Property, the owner transferring the Major Improvement Area Assessed Property or causing the portion to become Non-Benefited Property shall pay to the City the full amount of the outstanding Assessment, plus Prepayment Costs and Delinquent Collection Costs, if any, for such Major Improvement Area Assessed Property, prior to the transfer.

Prior to the City approving a final subdivision plat, the PID Administrator will certify that such plat will not result in the Major Improvement Area Assessment for any Lot Type to exceed the Maximum Assessment. If the

subdivision of any Major Improvement Area Assessed Property by a final subdivision plat causes the Major Improvement Area Assessment per Lot for any Lot Type to exceed the applicable Maximum Assessment for such Lot Type, the owner must partially prepay the Major Improvement Area Assessment for each Major Improvement Area Assessed Property that exceeds the applicable Maximum Assessment for such Lot Type in an amount sufficient to reduce the Major Improvement Area 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 Major Improvement Area Assessments.

Prepayment as a Result of an Eminent Domain Proceeding or Taking. Subject to applicable law, if any portion of any Parcel of Major Improvement Area 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 Major Improvement Area Assessed Property is made to an entity with the authority to condemn all or a portion of the Major Improvement Area Assessed Property in lieu of or as a part of an eminent domain proceeding (a "Taking"), the portion of the Major Improvement Area Assessed Property that was taken or transferred (the "Taken Property") shall be reclassified as Non-Benefitted Property.

For the Major Improvement Area Assessed Property that is subject to the Taking as described in the preceding paragraph, the Major Improvement Area Assessment that was levied against the Major Improvement Area Assessed Property (when it was included in the Taken Property) prior to the Taking shall remain in force against the remaining Major Improvement Area Assessed Property (the Major Improvement Area Assessed Property less the Taken Property), (the "Remaining Property") following the reclassification of the Taken Property as Non-Benefitted Property, subject to an adjustment of the Major Improvement Area 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 Major Improvement Area Assessment that remains due on the Remaining Property, subject to an adjustment in the Major Improvement Area Assessment applicable to the Remaining Property after any required Prepayment as set forth below. Notwithstanding the foregoing, if the Major Improvement Area 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 Major Improvement Area Assessment against the Remaining Property does not exceed the Maximum Assessment, in which case the Major Improvement Area Assessment and Annual Installments 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 Major Improvement Area Assessment remaining on the Remaining Property shall not exceed the Maximum Assessment.

Notwithstanding the previous paragraphs in this subsection, if the owner of the Taken Property notifies the City and the PID 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 Major Improvement Area Assessment required to buy down the outstanding Major Improvement Area Assessment to the applicable 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 Major Improvement Area Assessment has been prepaid in full.

Notwithstanding the previous paragraphs in this subsection, the Major Improvement Area Assessments shall never be reduced to an amount less than the amount required to pay all outstanding debt service requirements on the Outstanding Bonds.

Reduction of Assessments. If, as a result of cost savings or the failure to construct all or a portion of an Authorized Improvement, the Actual Costs of completed Authorized Improvements are less than the Major Improvement Area Assessments, the Trustee shall apply amounts on deposit in the Project Fund that are not expected to be used for purposes of the Project Fund to redeem outstanding Bonds. Excess Bond proceeds shall be applied to redeem outstanding Bonds.

Priority of Lien

The Major Improvement Area Assessments or any reassessment, the expense of collection, and reasonable attorney's fees, if incurred, constitute a first and prior lien against the property assessed, superior to all other liens and claims except liens or claims for the State, county, school district or municipality ad valorem taxes, and are a personal liability of and charge against the owners of the property regardless of whether the owners are named. The lien is effective from the date of the Assessment Ordinance until the Major Improvement Area Assessment is paid and may be enforced by the City in the same manner as an ad valorem tax levied against real property may be enforced by the City. The owner of any Major Improvement Area Assessed Property may pay the entire Major Improvement Area Assessment levied against any Lot or Parcel, together with accrued interest to the date of payment, at any time.

Foreclosure Proceedings

In the event of delinquency in the payment of any Annual Installment, except for unpaid Major Improvement Area Assessments on homestead property (unless the lien associated with the Major Improvement Area Assessment attached prior to the date the property became a homestead), the City is empowered to order institution of an action in State district court to foreclose the lien of such delinquent Annual Installment. In such action the real property subject to the delinquent Annual Installments may be sold at judicial foreclosure sale for the amount of such delinquent Annual Installments, plus penalties and interest.

Any sale of property for nonpayment of an installment or installments of a Major Improvement Area Assessment will be subject to the lien established for remaining unpaid installments of the Major Improvement Area Assessment against such property and such property may again be sold at a judicial foreclosure sale if the purchaser thereof fails to make timely payment of the non-delinquent installments of the Major Improvement Area Assessments against such property as they become due and payable. Judicial foreclosure proceedings are not mandatory. In the event a foreclosure is necessary, there could be a delay in payments to owners of the Bonds pending prosecution of the foreclosure proceedings and receipt by the City of the proceeds of the foreclosure sale. It is possible that no bid would be received at the foreclosure sale, and in such event there could be an additional delay in payment of the principal of and interest on the Bonds or such payment may not be made in full. The City is not required under any circumstance to purchase or make payment for the purchase of the delinquent Major Improvement Area Assessment on the corresponding Major Improvement Area Assessed Property.

In the Indenture, the City covenants to take and pursue all actions permissible under Applicable Laws to cause the Major Improvement Area Assessments to be collected and the liens thereof enforced continuously, in the manner and to the maximum extent permitted by Applicable Laws, and to cause no reduction, abatement or exemption of the Major Improvement Area Assessments, provided that the City is not required to expend any funds for collection and enforcement of Major Improvement Area Assessments other than funds on deposit in the Administrative Fund. Pursuant to the Indenture, Foreclosure Proceeds (excluding Delinquent Collection Costs) constitute Pledged Revenues to be deposited into the Pledged Revenue Fund upon receipt by the City and distributed in accordance with the Indenture. See "APPENDIX B — Form of Indenture." See also "APPENDIX E-1 — Form of Disclosure Agreement of Issuer" for a description of the expected timing of certain events with respect to collection of the delinquent Major Improvement Area Assessments.

The City will not be obligated to fund foreclosure proceedings out of any funds other than in the Administrative Fund. If Pledged Revenues are insufficient to pay foreclosure costs, the owners of the Bonds may be required to pay amounts necessary to continue foreclosure proceedings. See "APPENDIX B — Form of Indenture" and "APPENDIX C — Form of Service and Assessment Plan."

THE CITY

Background

The City is a political subdivision and municipal corporation of the State, duly organized and existing under the laws of the State including the City's Home Rule Charter, initially adopted by the voters in the year 2000, and as amended in 2006, 2016, 2018 and 2020.

The City operates as a Home Rule City under a Council-Manager form of government with a City Council consisting of the Mayor and six Council Members. The City Manager is the chief executive officer for the City. The City covers approximately 31.25 square miles and has an estimated population of 58,500 in 2021.

The City is a thriving community having easy access to major highway and roadways, including Interstate Highway 35. The City is strategically located eight miles north of San Marcos, 20 miles south of Austin and 60 miles north of San Antonio. The City is the second largest city in Hays County and enjoys a south-central location convenient to most major population and employment centers in the State.

City Government

The City is a political subdivision formed in 1880 and is a home rule municipality of the State, duly organized and existing under the laws of the State. City Council consists of the Mayor and six Council members who are elected for staggered three-year terms. The City Council formulates operating policy for the City while the City Manager is the chief administration officer. The current members of the City Council and their respective expiration of terms of office, as well as the principal administrators of the City, are noted on page i. See “APPENDIX A – General Information Regarding the City” for more information.

THE DISTRICT

General

The PID Act authorizes municipalities, such as the City, to create public improvement districts within their boundaries or extraterritorial jurisdiction, and to impose assessments within the public improvement district to pay for certain improvements. The District includes approximately 389.19 acres and lies entirely within the corporate limits of the City and is located within Hays County. The District was created by a resolution of the City adopted on April 16, 2019 in accordance with the PID Act (the “Creation Resolution”) for the purpose of undertaking and financing the cost of certain public improvements within the District, including the Authorized Improvements, authorized by the PID Act and approved by the City Council that confer a special benefit on the District property. The District is not a separate political subdivision of the State and is administered by the City Council. A map of the property within the District is included on page iv hereof.

Powers and Authority of the City

Pursuant to the PID Act, the City may establish and create the District and undertake, or reimburse a developer for the costs of, improvement projects that confer a special benefit on property located within the District, whether located within the City limits or the City’s extraterritorial jurisdiction. The PID Act provides that the City may levy and collect Assessments on property in the District, or portions thereof, payable in full or in periodic installments based on the benefit conferred by an improvement project to pay all or part of its cost.

Pursuant to the PID Act and the Creation Resolution, the City has the power to undertake, or reimburse a developer for the costs of, the financing, acquisition, construction or improvement of the Public Improvements. See “THE AUTHORIZED IMPROVEMENTS.” Pursuant to the authority granted by the PID Act and the Creation Resolution, the City has determined to undertake the construction, acquisition or purchase of certain roadway, water, sanitary sewer, drainage, detention, clearing and erosion control, and parks and common area improvements within the District comprising the Public Improvements and to finance the costs thereof through the issuance of the Bonds and the IA #1 Bonds. The City has further determined to provide for the payment of debt service on the Bonds through the Pledged Revenues. See “ASSESSMENT PROCEDURES” and “APPENDIX C — Form of Service and Assessment Plan.”

THE AUTHORIZED IMPROVEMENTS

General

The “Authorized Improvements” consist of the (i) Major Improvement Area Projects, (ii) Bond Issuance Costs and (iii) District Formation Costs, as described below. A portion of the costs of the Authorized Improvements will be funded with proceeds of the Bonds. The balance of the costs of the Authorized Improvements will be or has been funded by the Developer, without reimbursement, under the terms of the Financing and Reimbursement

Agreement and the Service and Assessment Plan. See “APPENDIX C — Form of Service and Assessment Plan” and “APPENDIX F — Financing and Reimbursement Agreement and Form of First Amendment.”

Authorized Improvements

Major Improvement Area Projects. The Major Improvement Area Projects consist of the Major Improvement Area’s allocable share of the Major Improvements listed below:

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.

Bond Issuance Costs. “Bond Issuance Costs” include (i) the initial deposit to the Reserve Account, (ii) any capitalized interest on the Bonds, (iii) the Underwriter’s discount and (iv) costs related to issuing the Bonds.

District Formation Costs. “District Formation Costs” include 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.

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Costs of Authorized Improvements

The following table reflects the expected total costs of the Authorized Improvements. A portion of the costs of the Authorized Improvements are expected to be financed with proceeds of the Bonds.

<u>Expected Costs of Authorized Improvements⁽¹⁾</u>			
<u>Authorized Improvements</u>	<u>Total Expected Costs of Authorized Improvements</u>	<u>Percentage Allocable to Major Improvement Area</u>	<u>Total Expected Costs Allocable to Major Improvement Area</u>
Major Improvements			
Water	\$ 524,967	67.32%	\$ 353,416
Wastewater	1,514,192	67.32%	1,019,377
Detention	776,927	67.32%	523,039
Clearing and Erosion Control	<u>297,165</u>	67.32%	<u>200,056</u>
<i>Subtotal</i>	<i>\$3,113,251</i>		<i>\$2,095,887</i>
Bond Issuance Costs			
Debt Service Reserve	\$ 229,900	100.00%	\$ 229,900
Capitalized Interest	189,735	100.00%	189,735
Costs of Issuance	163,800	100.00%	163,800
Underwriter's Discount ⁽²⁾	<u>81,900</u>	100.00%	<u>81,900</u>
<i>Subtotal</i>	<i>\$ 665,335</i>		<i>\$ 665,335</i>
District Formation Costs			
Deposit to Administration Fund	<u>\$ 60,000</u>	29.95%	<u>\$17,970</u>
Total⁽³⁾	<u>\$3,796,556</u>		<u>\$2,779,193</u>

⁽¹⁾ Derived from information in the Service and Assessment Plan. Preliminary; subject to change.

⁽²⁾ Includes Underwriter's counsel fee.

⁽³⁾ Totals may not add due to rounding.

The total costs of all of the Authorized Improvements are expected to be approximately \$2,779,193*. Only a portion of such costs, in the approximate amount of \$2,730,000*, are expected to be paid with proceeds of the Bonds. The balance of such costs, in the total approximate amount of \$49,193*, will be or has been funded by the Developer and will not be reimbursed by the City. As of February 15, 2022, the Developer spent approximately \$642,006.59 on constructing the Major Improvement Area Projects.

The Appraisal estimates that the value of the property within the Major Improvement Area under certain conditions, including the completion of all of the Major Improvement Area Projects, is \$22,030,000. The Appraisal is attached hereto as APPENDIX G and should be read in its entirety in order to understand the meaning and basis of the information set forth therein. The Appraisal is addressed to the City and the Underwriter. The estimates of value presented in the Appraisal are no indication of the appraised property's actual market value. Investors should not assume that the disposition of the lots in the Major Improvement Area in the event of default would provide sufficient funds to pay the principal of Bonds outstanding at that time. The conclusions reached in the Appraisal are subject to certain assumptions, hypothetical conditions and qualifications, which are set forth in the Appraisal. See "APPRAISAL OF PROPERTY WITHIN THE DISTRICT" for further information regarding the Appraisal, including with respect to such assumptions, hypothetical conditions and qualifications.

Ownership and Maintenance of Major Improvement Area Projects

The Major Improvement Area Projects will be dedicated to and accepted by the City and will constitute a portion of the City's infrastructure improvements. The City will provide for the ongoing maintenance and repair of the Major Improvement Area Projects constructed and conveyed, as outlined in the Service and Assessment Plan.

* Preliminary; subject to change.

THE DEVELOPMENT

The following information has been provided by the Developer. Certain of the following information is beyond the direct knowledge of the City and the Underwriter, and neither the City nor the Underwriter have any way of guaranteeing the accuracy of such information.

Overview

The Development is an approximately 2,200-acre project, of which approximately 389.19 acres comprises the District. The Development is situated between FM 1626 and Jack C Hays Trail (R.M. 2770) with Kohlers Crossing (County Road 171) running through the Development. The Development is approximately two miles from Interstate 35. “Phase I” of the Development is located south of Kohlers Crossing. “Phase II” of the Development, which includes the property within the District and an additional approximately 463 acres of land not owned by the Developer (“Phase II – Mountain Plum”), is located north of Kohlers Crossing.

The District is within the boundaries of Tax Increment Reinvestment Zone Number Two, City of Kyle (the “Zone”). The Zone was created for the purpose of providing public improvements, including (i) public water distribution, wastewater collection and storm drainage facilities, (ii) adequate, roadway systems for mobility access, and orderly development, and (iii) parks, plazas and other public spaces for public gatherings, community events and community celebrations (the “Zone Projects”). The City and Hays County have each agreed to contribute 50% of the ad valorem taxes collected and received by such taxing entity on the captured appraised value of the Zone to pay for the Zone Projects. The Developer is not responsible for the construction of any of the Zone Projects and none of the Zone Projects to be financed through the Zone are considered Authorized Improvements.

Development Plan and Status of Development

Phase I. Development of Phase I of the Development began in or around 1997 pursuant to the terms of the Agreement between the City of Kyle, Plum Creek Development Partners, LTD. (“Plum Creek Partners”), and William Negley, Trustee, for Development and Annexation of Phase I of the Plum Creek Ranch Property (the “Original Development Agreement”). The Original Development Agreement was amended by (i) Addendum Number One (“Addendum One”) between the City, Plum Creek Partners and Mountain Plum, Ltd. (“Mountain Plum”), (ii) Addendum Number Two (“Addendum Two”) between the City, Plum Creek Partners and Mountain Plum, (iii) Addendum Number Three (“Addendum Three”) between the City and Benchmark Land Development, Inc. (“Benchmark”), on behalf of Plum Creek Partners, (iv) Addendum Number Four (“Addendum Four”) between the City, Plum Creek Partners and Mountain Plum and (v) Addendum Number Five (“Addendum Five”) between the City and the Developer (the Original Development Agreement, together with each Addendum, the “Development Agreement”).

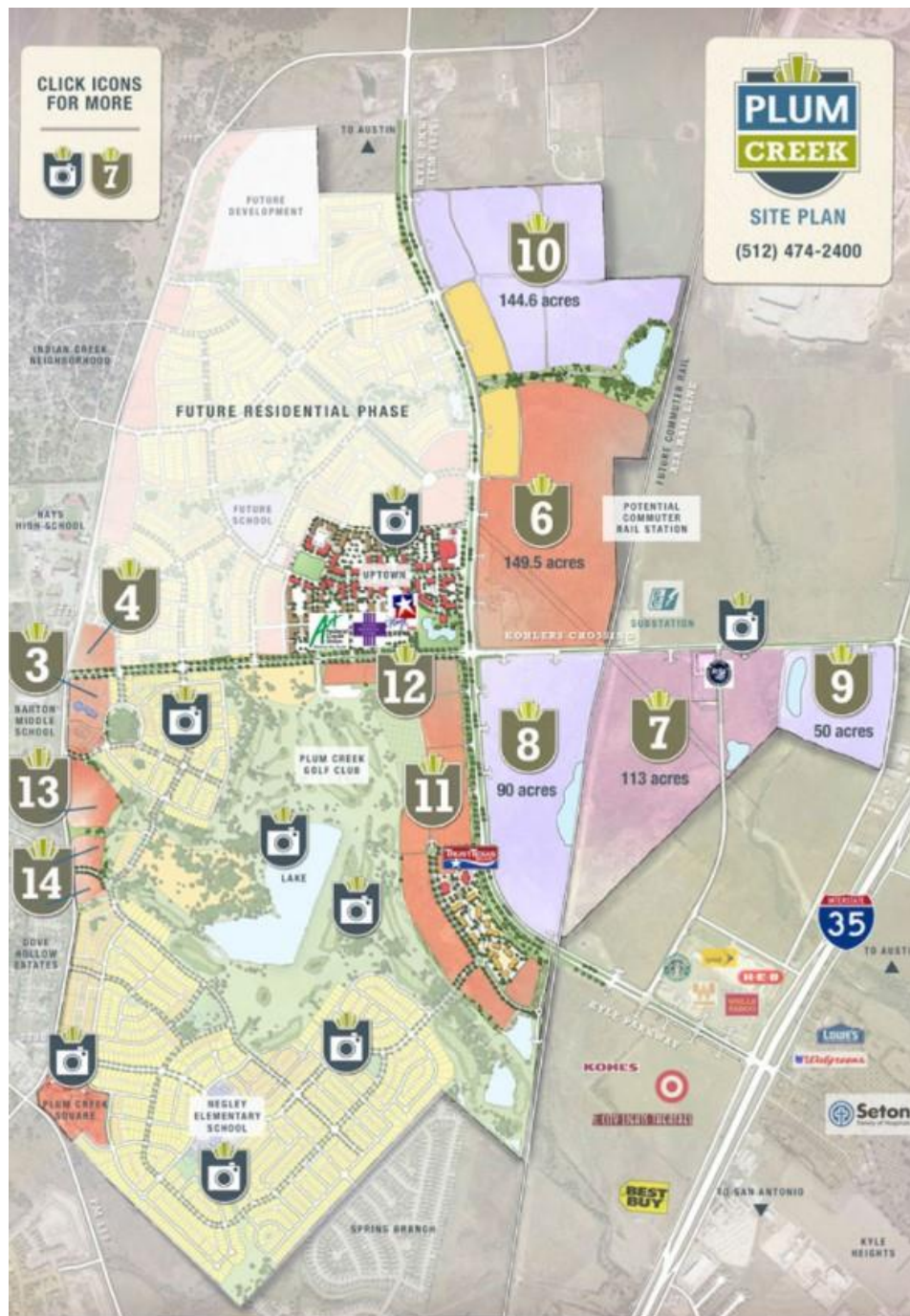
Phase I was developed over time by Plum Creek Partners, Mountain Plum and Benchmark, and includes an elementary school, a middle school, 5000+ single family homes, 75+ acres of commercial sites, 100+ acres of amenities and a 27-hole golf course, as generally depicted on the “Concept Plan” shown below.

Phase II. The Developer purchased the land comprising the District in 2016. As of February 15, 2022, the Developer owned all of the land within the District, with the exception of 13 lots that had been sold to homeowners. The Developer plans to develop the District in three Improvement Areas. Such development began with the construction of the Major Improvements and the Improvement Area #1 Improvements. The Developer anticipates that it will follow with the construction of the Future Improvement Area Improvements based on market demand.

The Developer finished construction of the utility and road Improvement Area #1 to serve Section 2-1 of Improvement Area #1 in December of 2020 and the remaining Improvement Area #1 Projects to serve Section 2-1 of Improvement Area #1 in October of 2021. The Developer began construction of the Improvement Area #1 Improvements and the Major Improvements to serve Section 2-2 of Improvement Area #1 in July of 2021. The Developer expects to complete (i) the Improvement Area #1 Improvements and a portion of the Major Improvements to serve Section 2-2 of Improvement Area #1 by the first quarter of 2022 and (ii) the remaining Major Improvements to serve Section 2-2 of Improvement Area #1 by November of 2022. The Developer expects to complete construction of the Major Improvements to serve the Major Improvement Area by 2024. In addition to the Public Improvements, the Developer is constructing the Amenities, which will be available for use by the residents within the District.

Phase II – Mountain Plum is being developed by Mountain Plum and includes [REDACTED].
[City please provide]

Concept Plan. The general Concept Plan for the Development from 2010, which has been revised over time and is subject to further revisions, is shown below.



Single Family Lot and Home Development Within the District. The District is expected to include approximately 1,216 single family residential lots, consisting of 35' lots (Lot Type 1), 43' lots (Lot Type 2), 50' lots (Lot Type 3) and 55' lots (Lot Type 4). Improvement Area #1 is expected to include approximately 403 lots, consisting of 64 Lot Type 1, 48 Lot Type 2, 227 Lot Type 3 and 64 Lot Type 4. The Major Improvement Area is expected to include approximately 813 lots, consisting of 70 Lot Type 1, 142 Lot Type 2, 426 Lot Type 3 and 175 Lot Type 4.

The following table shows the expected number and type of lots within each Improvement Area of the District.

<u>Expected Single-Family Lots within the District⁽¹⁾</u>				
<u>Lot Size</u>	<u>Improvement Area #1</u>	<u>Improvement Area #2⁽²⁾</u>	<u>Improvement Area #3⁽²⁾</u>	<u>Total number of Lots</u>
35'	64	70	-	134
43'	48	72	70	190
50'	227	141	285	653
55'	<u>64</u>	<u>112</u>	<u>63</u>	<u>239</u>
Total	403	395	418	1,216

⁽¹⁾ Provided by the Developer

⁽²⁾ The Major Improvement Area includes Improvement Area #2 and Improvement Area #3.

The Developer is and expects to be the only homebuilder in the District. The Developer began construction of homes in Section 2-1 of Improvement Area #1 in February of 2022 and, as of February 15, 2022, has 161 homes under contract with end-users and 13 homes closed with end-users. The anticipated schedule for sale of single-family homes to homeowners within Improvement Area #1 and the Major Improvement Area are shown in the following tables.

<u>Expected Sale of Single-Family Lots to Homeowners by Lot Type in Improvement Area #1⁽¹⁾</u>					
<u>Year End</u>	<u>35' Lot</u>	<u>43' Lot</u>	<u>50' Lot</u>	<u>55' Lot</u>	<u>Total Lots</u>
2021	0	0	5	1	6
2022	14	20	122	13	169
2023	<u>50</u>	<u>28</u>	<u>100</u>	<u>50</u>	<u>228</u>
Total	64	48	227	64	403

⁽¹⁾ Absorption schedules in the Appraisal may vary.

<u>Expected Sale of Single-Family Lots to Homeowners by Lot Type in Major Improvement Area⁽¹⁾</u>					
<u>Year End</u>	<u>35' Lot</u>	<u>43' Lot</u>	<u>50' Lot</u>	<u>55' Lot</u>	<u>Total Lots</u>
2023	19	39	185	53	296
2024	19	47	149	56	271
2025	<u>32</u>	<u>56</u>	<u>92</u>	<u>66</u>	<u>246</u>
Total	70	142	426	175	813

⁽¹⁾ Absorption schedules in the Appraisal may vary.

The following table shows the status of single-family lot and home construction in Improvement Area #1 as of February 15, 2022.

<u>Status of Single-Family Lot and Home Construction in Improvement Area #1⁽¹⁾</u>							
<u>Lot Size</u>	<u>Total No of Lots</u>	<u>Completed Lots</u>	<u>Homes Under Construction</u>	<u>Completed Homes</u>	Completed	<u>Homes Under Contract with Homeowners⁽²⁾</u>	<u>Homes Sold to Homeowners</u>
					<u>Homes Not Sold or Under Contract</u>		
35'	64	0	0	0	0	0	0
43'	48	33	30	0	1 ⁽¹⁾	27	0
50'	227	137	125	11	1 ⁽¹⁾	111	11
55'	<u>64</u>	<u>32</u>	<u>25</u>	<u>2</u>	<u>1⁽¹⁾</u>	<u>23</u>	<u>2</u>
Total	403	202	180	13	3	161	13

⁽¹⁾ Lot totals include 3 model homes.

⁽²⁾ Homes under contract with homeowners include homes that are still under construction.

The actual and expected lot and home prices within Improvement Area #1 of the District are as follows:

Single-Family Lot and Home Prices in Improvement Area #1

<u>Lot Size</u>	<u>Total No of Lots</u>	<u>Average Base Lot Price⁽¹⁾</u>	<u>Estimated Average Base Home Price⁽²⁾</u>
35'	64	\$42,490	\$310,000
43'	48	52,202	405,000
50'	227	60,700	420,000
55'	64	66,770	445,000
Total/Avg.	403	\$57,796	\$404,715

⁽¹⁾ Provided by the Developer. The Developer expects to be the only homebuilder in the District and does not expect to sell lots to homebuilders.

⁽²⁾ Estimated base home prices have been provided by the Developer.

The actual and expected lot and home prices within the Major Improvement Area of the District are as follows:

Single-Family Lot and Home Prices in the Major Improvement Area

<u>Lot Size</u>	<u>Total No of Lots</u>	<u>Average Base Lot Price⁽¹⁾</u>	<u>Estimated Average Base Home Price⁽²⁾</u>
35'	70	\$45,091	\$310,000
43'	142	57,069	405,000
50'	426	67,053	420,000
55'	175	72,418	445,000
Total/Avg.	813	\$64,306	\$404,715

⁽¹⁾ Provided by the Developer. The Developer expects to be the only homebuilder in the District and does not expect to sell lots to homebuilders.

⁽²⁾ Estimated base home prices have been provided by the Developer.

Financing and Reimbursement Agreement

The City and the Developer entered into the Financing and Reimbursement Agreement pursuant to which the Developer agreed to construct certain public improvements within the District, including the Major Improvement Area Projects, and the City agreed to reimburse the Developer for a portion of the costs of such improvements. Pursuant to the Financing and Reimbursement Agreement, the City may issue bonds to fund such improvements if the following requirements, among others, are met: (i) the final maturity for each series of bonds shall occur no later than 20 years from the issuance of said bonds, (ii) no assessments shall be levied on any given portion of the District for the payment of such public improvements that 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 and (iii) the minimum appraised value to lien ratio at the issuance date of each series of bonds shall be 3 to 1. "Maximum Equivalent Tax Rate" means, for each lot classification identified in the Service and Assessment Plan, \$0.44 per \$100 of estimated buildout value.

Pursuant to the Financing and Reimbursement Agreement, the City shall not be obligated to make any payment to the Developer thereunder until the City has received the sum of \$2,000,000 (the "Development Agreement Contribution"), as provided for in Addendum Five, as described below under "— Development Agreement." Additionally, the City shall not be obligated to make any payment to the Developer from the proceeds of any Future Improvement Area Bonds until the City has received the sum of \$600,000 (the "Multi-Use Tract Improvement Deposit"), as provided for in Addendum Five, as described below under "— Development Agreement." The Development Agreement Contribution shall not be paid from the proceeds of any bonds for the District.

The City and the Developer expect to enter into the First Amendment to the Plum Creek North Public Improvement District Financing and Reimbursement Agreement on March 22, 2022 (the "First Amendment"). To ensure funds are available to complete the Improvement Area #1 Projects, in the First Amendment, the Developer agrees that prior to drawing down funds from the project fund created under the indenture for the IA #1 Bonds, the Developer must expend amounts equal to approximately \$15,196,685*, which is equal to the difference between the

* Preliminary; subject to change.

total costs of the Improvement Area #1 Projects, as set forth in the Service and Assessment Plan, and the amount of IA #1 Bonds proceeds available to fund the actual costs of the Improvement Area #1 Projects.

Pursuant to the First Amendment, the aggregate principal amount of PID Bonds issued to finance Public Improvements within the District shall not exceed the lesser of (i) an amount sufficient to fund: (a) the actual costs of the Public Improvements, (b) required reserves and capitalized interest of not more than 12 months after the completion of construction of the applicable Public 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 (c) bond issuance costs or (ii) \$25,000,000.00. 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. See “APPENDIX F — Financing and Reimbursement Agreement and Form of First Amendment.”

Development Agreement

General. Development of the Development is governed by the Development Agreement. The Original Development Agreement among the City, Plum Creek Partners and William Negley, set forth the development standards and requirements for Phase I of the Development and provided the right to integrate and include Phase II of the Development, including the property within the District, within the terms and provisions of the Original Development Agreement by executing an addendum to the Original Development Agreement or by filing and obtaining approval of the Plum Creek Phase II Master Plan. Prior to execution of Addendum One, William Negley assigned and transferred a portion of his interest in the Original Development Agreement to Mountain Plum. Pursuant to Addendum One, the provisions of the Original Development Agreement became applicable to the property within the District. In Addendum One, the City agreed to provide water and wastewater service to the District subject to sufficient capacity being available from time to time for wastewater treatment, wastewater transmission, water treatment, potable water and water transmission. The City agreed to use reasonable efforts and take reasonable action to ensure the availability of sufficient water and wastewater to serve the District. Prior to execution of Addendum Five, Mountain Plum assigned and transferred its interest in the District to Benchmark and, thereafter, Benchmark assigned and transferred its interest to the Developer.

Addendum Five. The City and the Developer entered into Addendum Five to the Original Development Agreement, effective as of April 16, 2019, pursuant to which the Developer agreed to construct certain public improvements within the District, including the Public Improvements, and the City agreed to reimburse the Developer for a portion of the costs of such improvements. Pursuant to the Development Agreement, the City may issue bonds to fund the Public Improvements and related bond issuance and related financing costs in a maximum principal amount totaling \$25,000,000.

In accordance with Addendum Five:

(i) The Developer will pay to the City the Development Agreement Contribution, in the amount of \$2,000,000, to cover the District’s portion of offsite improvements and related work necessary for water utility service to be extended to the District, which improvements include a portion of the Anthem Water Tower and portions of a new water transmission line from Anthem to the District. The Development Agreement Contribution is contingent upon and is due and payable after the City authorizes the issuance of the first series of PID Bonds and at the time the trustee for such PID Bonds receives the proceeds of such PID Bond issuance. The Developer will pay the City the Development Agreement Contribution within ten days of the date that the City gives the Developer written notice of the trustee’s receipt of the PID Bond proceeds. The PID Bond proceeds will not be authorized to be distributed to the Developer until the City receives the Development Agreement Contribution.

(ii) Upon the earlier to occur of: (A) within ten days of the date that the City gives the Developer written notice of the trustee’s receipt of the PID Bond proceeds for the second PID Bond issuance; or (B) at the time the Developer conveys the Multi-Use Tract (as defined herein) to the City, the Developer shall pay to the City the Multi-Use Tract Improvement Deposit, in the amount of \$600,000. The Multi-Use Tract Improvement Deposit shall be held in a separate account by the City and used to improve the Multi-Use Tract and the Option Land (as defined herein), if acquired by the City, for soccer fields and related improvements (including but not limited to parking and lighting) and recreational uses.

(iii) The Developer owns that certain 22.204-acre tract, more or less, within the District that is designated as “Detention/Drainage/Recreation Space” and “Neighborhood 3 or Detention/Drainage/Recreation Space” on the “Preliminary Land Plan” shown below (the “Multi-Use Tract”). Within 30 days after the Developer’s drainage improvements within the Multi-Use Tract (as described below) are complete, but no later than December 31, 2027, the Developer will convey to the City in fee simple the Multi-Use Tract, using an instrument acceptable to the City free of all liens and encumbrances. The Developer expects to convey the Multi-Use Tract to the City in 2023.

(iv) The Developer will notify the City at the time that the Developer begins to design the Stormwater Detention Facility (as defined herein). The City will notify the Developer within 21 days regarding whether the City wishes to enter into an agreement with the Developer to cause the Developer’s engineer to design the drainage improvements on the Multi-Use Tract to certain specifications that allow all-weather soccer play or other all-weather recreational uses (the “Recreational Use Improvements”). The City will pay for the cost of the design for the Recreational Use Improvements.

The Developer notified the City when it began construction of the Stormwater Detention Facility. The City has not yet notified the Developer if it wishes to enter into an agreement with the Developer to cause the Developer’s engineer to design the Recreational Use Improvements.

(v) The City has indicated its desire for the District to include additional area for all-weather soccer fields. The Developer grants to the City an option for the City to acquire from the Developer land up to five acres, as described on the Preliminary Land Plan shown below (the “Option Land”), upon which the City will construct up to two additional all-weather soccer fields and related improvements. The City must notify the Developer of its intent to acquire the Option Land within 24 months after the Developer completes construction of the first 150 residential building lots within the District. The Option Land must include any areas required for drainage improvements associated with improvements to be constructed thereon. The purchase price for the Option Land shall be paid to the Developer in cash for the sum of \$224,260 per acre or, at the City’s election, in the form of credits for park land fees due under the City’s ordinances and the Development Agreement, or a combination thereof. Should the City not begin construction of recreational improvements on the Option Land within five years after the City’s acquisition of such land, the Developer will have a right of reentry to repurchase the Option Land from the City at the paid price by the City.

The City has notified the Developer of its intent to acquire the Option Land. The Developer expects to convey the Option Land to the City in 2023.

(vi) There may be an opportunity for the District stormwater drainage and detention requirements to be met by offsite regional detention facilities. In the event that, within 90 days after the effective date of the Addendum Five, the City provides the Developer with an engineered drainage study demonstrating, or the City and the Developer otherwise determine, that offsite regional detention facilities will meet the District’s stormwater drainage and detention requirements, the City and the Developer will work in good faith to cause the District to be served by such facilities; provided that the District will only be required to spend or cost-participate in regional detention facilities up to the amount the District would have spent for onsite drainage and detention facilities, and provided further that participation in regional detention will not delay development of the District.

The City and the Developer have determined that offsite regional detention facilities, in conjunction with the Stormwater Detention Facility described below, will meet the District’s stormwater drainage and detention requirements. Mountain Plum is constructing such offsite facilities. In connection with the construction of the offsite facilities, Mountain Plum and the Developer entered into a cost participation agreement, whereby the Developer and Mountain Plum agreed to share in the costs of such facilities, with the Developer and Mountain Plum being responsible for 40% and 60% of the costs, respectively. The portion of the offsite facilities that benefit the District are included in the costs of the Major Improvements. The offsite facilities are approximately 75% complete and are expected to be accepted by the City in early to mid-2022.

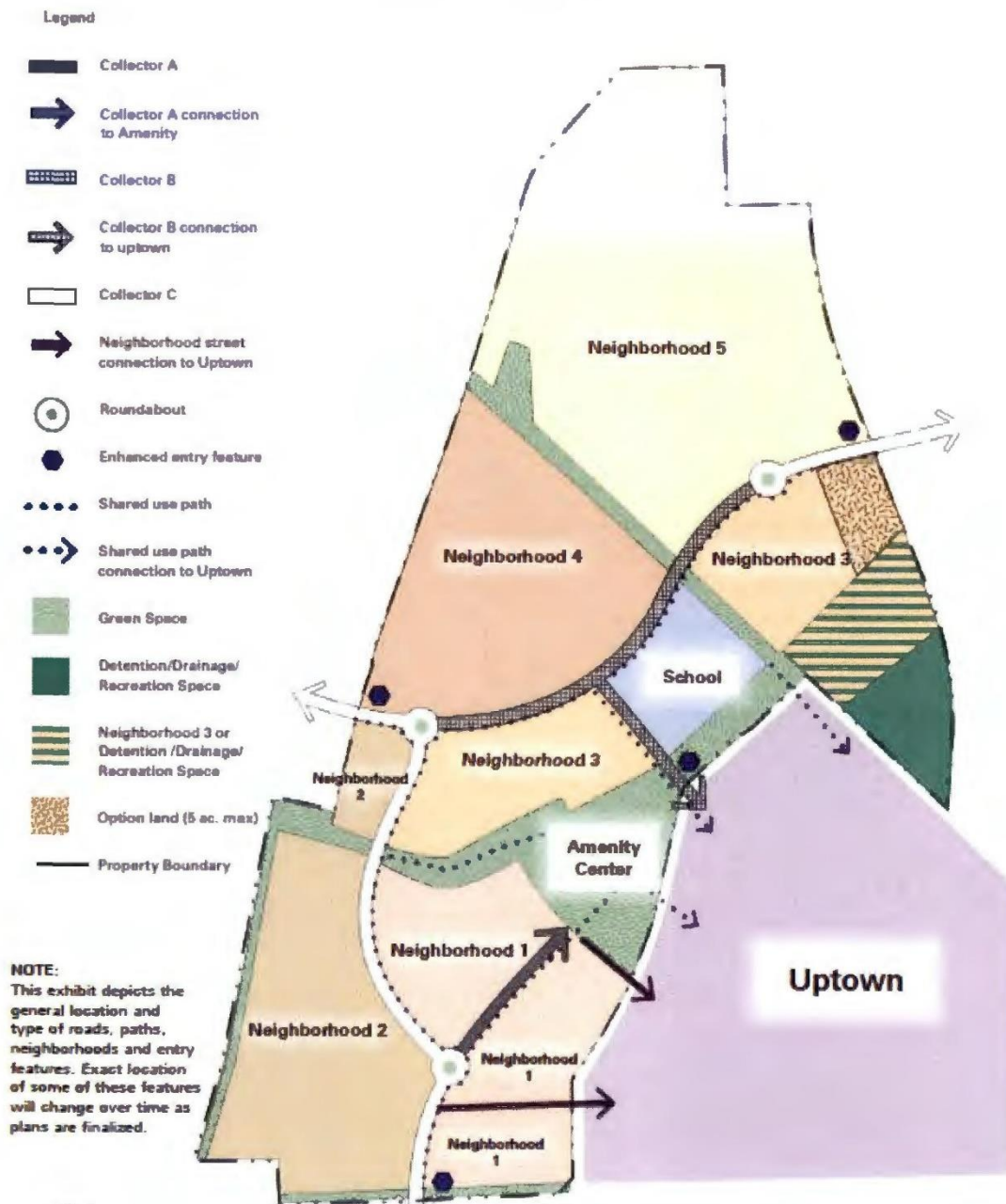
(vii) The Developer is a party to that certain Site Development Agreement described below, in which the Developer has agreed to construct a stormwater detention facility on all or a portion of the Multi-Use Tract, referred to in the Site Development Agreement as the “Stormwater Detention Facility.” The Developer acknowledges and agrees that the obligation to construct the Stormwater Detention Facility in accordance with the terms of the Site Development and to provide drainage benefit for the 36 acres of land as described in the Addendum Five, as well as any other infrastructure required to be constructed on the Multi-Use Tract under the Site Development Agreement

(“the Site Development Agreement Obligations”), remain the Developer’s obligation and shall not transfer to the City when the Multi-Use Tract or any portion of the Multi-Use Tract is conveyed to the City. In the event that the Developer conveys the Multi-Use Tract to the City before the Developer constructs the Stormwater Detention Facility or the infrastructure, the City and the Developer will execute a license agreement in the form provided by the City that authorizes the Developer to access the Multi-Use Tract to construct the Stormwater Detention Facility and the infrastructure.

The portion of the Stormwater Detention Facility that benefits the District is included in the costs of the Major Improvements. The remaining costs to construct the Stormwater Detention Facility have or will be financed by the Developer and will not be reimbursed through the District. The Developer expects to complete the Stormwater Detention Facility in early to mid-2022.

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PRELIMINARY LAND PLAN



⁽¹⁾ Uptown is not included within the District.

Site Development Agreement

The Developer and Mountain Plum entered into the Site Development Agreement effective as of August 25, 2016 (the “Site Development Agreement”), which sets forth each of the Developer’s and Mountain Plum’s obligations with respect to the construction and development of Phase II of the Development, as outlined below.

Water Improvements. Mountain Plum shall be responsible for constructing (i) the extension of the water line from Kohler’s Crossing through Areas 6/10 to FM 1626 and (ii) the water line located within Phase II – Mountain Plum, running east from the amenity center towards FM 1626, as shown in the “Site Development Agreement Plan” set forth below.

The Developer shall be responsible for constructing (i) the extension of the water line from Kohler’s Crossing through the District, (ii) the water connection stub-outs to serve the District, (iii) the water line extending from Kohler’s Crossing to a point south of the Stormwater Detention Facility located within the District and reflected as “Pond” on the Site Development Agreement Plan set forth below.

The aforementioned water improvements are part of the Major Improvements under the Service and Assessment Plan. The water improvements are partially complete, and the Developer expects to complete construction in 2024.

Wastewater Improvements. The Developer shall be responsible for constructing the wastewater connection stub-outs to serve the District on the Site Development Agreement Plan set forth below. The wastewater connection stub-outs are part of the Major Improvements under the Service and Assessment Plan. The wastewater connection stub-outs are partially complete, and the Developer expects to complete construction in 2024.

The Developer has agreed to construct the extension to the existing wastewater line that, as of the date of the Site Development Agreement, stopped just north of Kohler’s Crossing, so that it connects to the District (the “Wastewater Line Extension”), which Wastewater Line Extension will serve both the District and Phase II – Mountain Plum. The Developer and Mountain Plum agreed to share in the cost of the Wastewater Line Extension with the Developer and Mountain Plum being responsible for 25% and 75% of the costs, respectively.

The costs related to the portion of the Wastewater Line Extension that benefits the District are part of the Major Improvements under the Service and Assessment Plan. The Wastewater Line Extension is partially complete, and the Developer expects to complete construction in 2024.

Stormwater Detention Facility. The Developer shall be responsible for constructing the Stormwater Detention Facility located within the District, as depicted on the Site Development Agreement Plan as “Pond.” The Developer agreed to complete the Stormwater Detention Facility at the same time as it first develops residential lots or improvements within the District that will drain to the Stormwater Detention Facility.

The costs related to the portion of the Stormwater Detention Facility that benefits the District are part of the Major Improvements under the Service and Assessment Plan. The remaining costs to construct the Stormwater Detention Facility have or will be financed by the Developer and will not be reimbursed through the District. The Developer has completed construction of the Stormwater Detention Facility.

Roadway Improvements. The Developer shall be responsible for constructing the roadway improvements to serve the District, as shown on the Site Development Agreement Plan set forth below. The roadway improvements are part of the Major Improvements under the Service and Assessment Plan. The roadway improvements are partially complete, and the Developer expects to complete construction in 2024.

Trail Connections. The Developer shall be responsible for constructing four connections to the pedestrian and bicycle trails located within the District. The trail connections are partially complete, and the Developer expects to complete construction in 2024. The portion of the trail connections benefiting Improvement Area #1 are included in the costs of the Improvement Area #1 Improvements. The remaining portion of the trail connections will benefit Future Improvement Areas and the Developer expects that such costs will be included as Future Improvement Area Improvements.

Photographs of the Development

The following photographs show the entrance to the District, the entrance into a subdivision within the District, ongoing home construction within Section 2-1 of Improvement Area #1, ongoing construction of the Improvement Area #1 Improvements within Section 2-2 of Improvement Area #1, and ongoing construction of one of the amenity centers, respectively.



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Amenities

The Developer expects to construct (i) a main amenity center, which is anticipated to include an upgraded pool (which shall consist at a minimum of an adult pool, a kiddie pool or kiddie pool offset, a splash pad or similar

water feature, and a covered patio and seating area), a conditioned community building, playscapes and outdoor theater, such construction expected to be complete in May of 2022 and (ii) a secondary major amenity center, which is anticipated to include a pool and other outdoor recreational features (which shall consist at a minimum of a covered patio and seating area suitable for barbecue area, parties, and general gathering, a playscape and outdoor playground area), such construction expected to be complete in August of 2024 (collectively, the “Amenities”). All of the Amenities will be located within the Major Improvement Area. The Developer expects the Amenities to cost approximately \$5,000,000 to construct. The Developer is financing the costs of the Amenities with cash and will not be reimbursed by the City. The Amenities will be owned, operated and maintained by the HOA and will only be available for owners of single-family residential homes within the District.

The District will also include pedestrian and bicycle trails, which are expected to consist of one 10’ trail and one 6’ trail. The Developer expects to construct the trails within each Improvement Area of the District on a phased basis. The trails within Improvement Area #1 are part of the Improvement Area #1 Improvements being financed with proceeds of the Bonds. The trails anticipated to be constructed within Future Improvement Areas are expected to be included as Future Improvement Area Improvements to be financed with Future Improvement Area Bonds, if any.

Phase I of the Development (which is not located within the District) also contains certain amenities, including amenity centers, parks, open spaces and a 18-hole golf course. Residents within the District will not have access to the amenity centers and pools within Phase I, but the residents within the District will have access to the open spaces, parks and the golf course that are maintained by the City.

Zoning/Permitting

The development of property within the District is governed by the standards set forth in the Development Agreement and all applicable City regulations, as such regulations are modified by additional requirements, including the Plum Creek Phase II Master Plan, the Plum Creek PUD Subdivision Ordinance and the Plum Creek PUD Zoning Ordinance.

Education

The Development is served by Hays CISD. Hays CISD operates 14 elementary school, six middle schools and three high schools. Laura B Negley Elementary School (“Negley Elementary”), RC Barton Middle School (“Barton Middle”) and Jack C Hays High School (“Hays High”), which are approximately 1.2, 0.5 and 0.25 miles, respectively, from the District, are expected to serve residents in the District.

GreatSchools.org rated Negley Elementary and Barton Middle as “above average” and Hays High as “average.” According to the Texas Education Agency 2018-2019 annual report cards, both Negley Elementary and Barton Middle were rated as “A” and both Hays High and Hays CISD were rated as “B.” (The categories for public school districts and public schools are A, B, C, D or F.) The Texas Education Agency labeled all district and campuses “Not Rated: Declared State of Disaster” for 2019-2020 and 2020-2021.

Pursuant to the Site Development Agreement, the Developer agreed to dedicate and convey to the City, as and when required by the City, no less than 10 acres of land (as generally depicted on the Site Development Agreement Plan above) for an elementary school. The Developer expects to convey such land to the City in 2023.

Environmental

Site Evaluation. A Phase I Environmental Site Assessment (the “Phase I ESA”) of the District was completed in July 2016. The Phase I ESA indicates that there was no evidence of recognized environmental conditions (“REC”) associated with the District. De minimus conditions identified on the property within the District include transformers without non-PCB labels, overhead electric distribution lines, natural gas line easement, and miscellaneous debris that were identified during the site reconnaissance. These de minimus conditions would not be likely to present a threat to human health or the environment. De minimus conditions were identified on an adjacent property of the high school campus approximately 0.1 miles away upgradient from the District and included a record for one leaking petroleum storage tank. Concurrence of this condition was issued in 1994. Therefore, the leaking petroleum storage tank is not considered to be a REC. This de minimus condition would not likely present any threat or impact to human health or the environment.

Endangered Species. According to the website for the United States Fish and Wildlife Service, the following endangered species are known or believed to occur in Hays County: Peck's cave amphipod, San Marcos gambusia, Comal Springs dryopid beetle, Texas blind salamander, Barton Springs salamander, fountain darter, Comal Springs riffle beetle, whooping crane and golden-cheeked warbler. The Developer is not aware of any endangered or threatened species located on District property.

Utilities

Water and Wastewater. The City will provide water and wastewater service to the District. Pursuant to the Development Agreement, the City agreed to provide sufficient capacity to provide water and wastewater service to the District. The City contracts with Guadalupe Brazos River Authority (GBRA), Edwards Aquifer Authority, Barton Springs Edwards Aquifer Conservation District, City of San Marcos, and the Alliance Regional Water Authority to meet the City's water supply needs. The City also owns various facilities including storage and pumping facilities, water distribution and sewage collection systems, meters, valves, and other facilities necessary to provide water and sewer service to its customers. The City's water supply and distribution system, and its wastewater collection and treatment system facilities currently have sufficient capacity to provide water and wastewater service to the District.

Additional Utilities. The Developer anticipates additional utilities to be provided by: (1) Telecom – Spectrum; (2) Electric – Pedernales Electric Cooperative; and (3) Gas – CenterPoint Energy.

THE DEVELOPER

The following information has been provided by the Developer. Certain of the following information is beyond the direct knowledge of the City and the Underwriter, and neither the City nor the Underwriter have any way of guaranteeing the accuracy of such information.

General

In general, the activities of a developer in a development such as the District include purchasing the land, designing the subdivision, including the utilities and streets to be installed and any community facilities to be built, defining a marketing program and building schedule, securing necessary governmental approvals and permits for development, arranging for the construction of roads and the installation of utilities (including, in some cases, water, sewer, and drainage facilities, as well as internet, gas and electric service) and selling improved lots and commercial reserves to builders, developers, or other third parties. The relative success or failure of a developer to perform such activities within a development may have a material effect on the security of revenue bonds, such as the Bonds, issued by a municipality for a public improvement district. A developer is generally under no obligation to a public improvement district, such as the District, to develop the property which it owns in a development. Furthermore, there is no restriction on the developer's right to sell any or all of the land which the developer owns within a development. In addition, a developer is ordinarily the major tax and assessment payer within a district during its development.

Description of the Developer

The Developer is a wholly-owned subsidiary of Lennar Corporation ("Lennar"). Lennar stock trades on the NASDAQ under the symbol LEN. Lennar is subject to the informational requirements of the Securities and Exchange Act of 1934, as amended, and in accordance therewith files reports, proxy statements, and other information with the SEC. Such reports, proxy statements, and other information filed by Lennar can be inspected and copied at the Public Reference Section of the SEC, Room 100 F Street, N.E., Washington D.C. 20549 and at the SEC's internet website at <http://www.sec.gov>. Copies of such materials can be obtained by mail from the Public Reference Section of the SEC at prescribed rates. Copies of the above reports, proxy statements and other information may also be inspected at the offices of the NASDAQ, 1 Liberty Street, New York, New York 10006. All documents subsequently filed by Lennar pursuant to the requirements of the Securities and Exchange Act of 1934 after the date of this Limited Offering Memorandum will be available for inspection in the same manner as described above.

In addition, Lennar makes available on its website <https://investors.lennar.com/financials> its annual reports on Form 10-K, quarterly reports on Form 10-Q and current reports from Form 8-K (and any amendments to those reports) filed pursuant to Section 13(a) or 15(d) of the Securities Exchange Act of 1934, as soon as practicable after they have electronically filed with the SEC as well as other financial institutions. **Unless otherwise specified,**

information contained on Lennar’s website, available by hyperlink from Lennar’s website or on the SEC’s website, is not incorporated into this Limited Offering Memorandum.

Since 1954, Lennar has had the privilege of helping over one million families move into the next stage of life with a new home. Lennar builds in some of the nation’s most popular cities, and its communities cater to all lifestyles, with new homes for all stages of life, whether you are a first-time or move-up buyer, a multigenerational family, or Active Adult.

Lennar is a national homebuilder that operates in various states with deliveries of 52,925 new homes in fiscal 2020. Lennar was founded as a local Miami homebuilder in 1954. Lennar completed its initial public offering in 1971 and listed its common stock on the New York Stock Exchange in 1972. During the 1980s and 1990s, it entered and expanded operations in a number of homebuilding markets, including California, Florida and Texas, through both organic growth and acquisitions, such as Pacific Greystone Corporation in 1997. In 1997, Lennar completed the spin-off of its then commercial real estate business, LNR Property Corporation. In 2000, it acquired U.S. Home Corporation, which expanded its operations into New Jersey, Maryland, Virginia, Minnesota and Colorado and strengthened its position in other states. From 2002 through 2005, Lennar acquired several regional homebuilders, which brought it into new markets and strengthened its position in several existing markets. From 2010 through 2013, Lennar expanded its homebuilding operations into the Atlanta, Oregon, Seattle and Nashville markets. In 2017 it acquired WCI Communities, a luxury homebuilder in Florida. Through the 2018 acquisition of CalAtlantic Communities Lennar increased its local market scale and additionally it allowed Lennar to enter the Salt Lake City and Indianapolis markets. As a result, Lennar became the nation’s largest homebuilder in terms of consolidated revenues, with fiscal year 2020 consolidated revenues of \$22.5 billion.

A snapshot of some of the communities Lennar has developed in the Austin, Texas Market is presented below.

<u>Projects</u>			
<u>Name of Community</u>	<u>City</u>	<u>Number of Lots</u>	<u>Status of Development</u>
Stonefield ⁽¹⁾	Buda	698	Fully Developed
Enclave at Estancia ⁽²⁾	Austin	370	Under Development
Avana	Austin	850	Fully Developed
Cool Springs	Kyle	387	Under Development
Greenwood	Austin	821	Under Development
Plum Creek North ⁽²⁾	Kyle	1,216	Under Development
Bastrop Grove	Bastrop	1,012	Under Development
Colorado Crossing	Austin	81	Fully Developed
Bradshaw Crossing	Austin	876	Fully Developed
East Village	Bee Cave	69	Fully Developed
Retreat at Steiner Ranch	Austin	106	Fully Developed
Cotton Brook ⁽²⁾	Hutto	983	Under Development

⁽¹⁾ Development was funded partly through a municipal utility district

⁽²⁾ Development was funded partly through a public improvement district.

Executive Biography of Principals of Lennar Corp.

Rick Beckwitt: Co-Chief Executive Officer. Rick Beckwitt is Co-Chief Executive Officer and Co-President of Lennar Corporation (NYSE: LEN). He joined Lennar in March 2006 as an Executive Vice President. He became President in April 2011 and was promoted to Chief Executive Officer in April 2018.

Beckwitt serves on the Board of Directors of Eagle Materials Inc. (NYSE: EXP), one of the nation’s leading manufacturers of construction products and building materials. He is also on the Board of Directors of Five Point Holdings, LLC (NYSE: FPH), the largest developer of mixed-use, master planned communities in Coastal California.

Beckwitt has been involved in the homebuilding and construction industry for more than 30 years. From 1993 to 2003, he was on the Board of Directors of D.R. Horton, Inc. (NYSE: DHI), one of the leading homebuilding companies in the United States. From 1993 to March 2000, he held various executive officer positions at D.R. Horton, including President of the Company. From March 2000 to March 2006, Beckwitt was the owner and Managing Partner of EVP Capital, L.P., a private venture capital and real estate advisory company.

From 1986 to 1993, Beckwitt worked in the Mergers and Acquisitions and Corporate Finance Departments at Lehman Brothers, specializing in the homebuilding and building products industries. Prior to that, he worked for various homebuilding and construction companies, including his own. Beckwitt graduated with honors from Claremont McKenna College in 1981. He lives in Dallas, Texas with his wife, Barb, and has two children.

Jon Jaffe: Co-Chief Executive Officer. Jon Jaffe is Co-Chief Executive Officer and Co-President of Lennar Corporation (NYSE:LEN). He joined Lennar in 1983 as Regional President of Homebuilding Operations. Jaffe became Vice President in 1994 and in 1995, he moved to California to lead the company's expansion into that state and the West. Jaffe spearheaded Lennar's efforts to acquire land, other homebuilders and developers including such companies as Bramalea Homes, Pacific Greystone Homes, Coto de Caza, Stevenson Ranch and CalAtlantic Homes. Additionally, he oversaw Lennar's acquisition of Mare Island, Hunters Point, El Toro and Treasure Island. These acquisitions helped transition Lennar into the nation's leading homebuilder.

Jaffe serves as a member of the Board of Directors of Lennar Corporation as well as Five Point Holdings, LLC (NYSE: FPH), Opendoor and True Anthem.

Jaffe received an undergraduate degree in architecture from the University of Florida and pursued graduate studies in the same field at Georgia Tech University.

Executive Biography of Local Management of the Developer

Rob Hutton: Regional President. Rob Hutton is Regional President for Lennar. In this role, he is responsible for Lennar's operations throughout Texas and oversees the building, selling and delivery of more than 8,000 homes per year. Hutton has been involved in the real estate industry for over 40 years. He began his career in the brokerage business in the early 1980's, selling both commercial and investment properties.

He started in the homebuilding industry with Milburn Homes, the largest private builder in Central Texas. Three years later, Continental Homes, a publicly traded builder, acquired Milburn and Rob became the Director of Sales and Marketing. Five years later, Continental was acquired by the D.R. Horton Co. and he became the Division President for Horton's Central Texas operation. After 13 years of growing the division into one of the company's largest divisions (peak of 3,000 annual homes sales), Rob left the company to join Lennar as a Regional President. Over the decades he's done it all, from sweeping sidewalks of model homes to training hundreds of sales agents to designing sprawling Master Planned Communities to helping over 75,000 people find the home of their dreams. Rob has lived in Austin for the past 50 years and, along with his wife of 37 years, has raised three children (and two German Shepherds).

Charlie Coleman: Division President, Lennar Austin. Charlie Coleman is the Division President for Lennar Austin and oversees building, selling and delivering more than 2000 homes per year in the Austin market. After graduation from Pace University in 1993, Mr. Coleman entered the finance world. In 2002 Charlie entered the homebuilding industry as a VP of finance for Pulte Homes. Before joining Lennar Austin (previously Cal Atlantic Homes) in 2016, he served as Division President for two other National homebuilders in four different divisions. His leadership and production has been nationally recognized and is one of the most respected Division Presidents in the homebuilding industry.

Kevin Pape: Vice President, Land Development, Lennar Austin. Mr. Pape has overseen land development projects throughout Austin, Houston, Dallas and San Antonio for the past 25 years and has worked for a single-family residential developer in the Austin Metroplex since 2011. Mr. Pape is tasked with supplying a land pipeline and overseeing the development of 2000-3000 units per year in the Austin market. Prior to joining the Lennar team, Kevin worked for other prominent, national homebuilders leading local land development projects.

History and Financing of the District

The Developer purchased the property within the District on August 26, 2016 for a purchase price of approximately \$17,631,405. The Developer financed the purchase of the property with proceeds of a loan from Texas Community Bank (the "Acquisition Loan"). The Acquisition Loan has been paid in full and the Developer currently owns the land within the District outright, other than the homes/lots sold to end users.

The total costs of all of the Authorized Improvements are expected to be approximately \$2,779,193*. Only a portion of such costs, in the approximate amount of \$2,730,000*, are expected to be paid with proceeds of the Bonds. The balance of such costs, in the total approximate amount of \$49,193*, will be or has been funded by the Developer and will not be reimbursed by the City. As of February 15, 2022, the Developer spent approximately \$642,006.59 on constructing the Major Improvement Area Projects.

There are currently no liens on the property within the District which were incurred by the Developer, and the Developer does not currently anticipate incurring any liens on the property within the District for as long as the Developer owns such property (with the exception of the Assessment Lien). The PID Act provides that the Assessment Lien is a first and prior lien against the assessed property within the District and is superior to all other liens and claims except liens or claims for State, county, school district, or municipality ad valorem taxes.

THE PID ADMINISTRATOR

The following information has been provided by P3Works, LLC, as the PID Administrator. Certain of the following information is beyond the direct knowledge of the City, the City's Financial Advisor and the Underwriter, and none of the City, the City's Financial Advisor or the Underwriter have any way of guaranteeing the accuracy of such information.

The City has selected P3Works, LLC as the initial "PID Administrator." The City has entered into an agreement with the PID Administrator to provide specialized services related to the administration of the District needed to support the issuance of the Bonds. The PID Administrator will primarily be responsible for preparing the annual update to the Service and Assessment Plan. The PID Administrator is a consulting firm focused on providing district services relating to the formation and administration of public improvement districts, and has offices in Austin and North Richland Hills, Texas.

The PID Administrator's duties will include:

- Preparation of the annual update to the Service and Assessment Plan;
- Preparation of assessment rolls for county billing and collection;
- Establishing and maintaining a database of all County Parcel IDs within the District;
- Trust account analysis and reconciliation;
- Property owner inquiries;
- Determination of prepayment amounts;
- Preparation and review of disclosure notices with dissemination agent; and
- Review of developer draw requests for reimbursement of authorized improvement costs.

APPRAISAL OF PROPERTY WITHIN THE DISTRICT

The Appraisal

General. Barletta & Associates, Inc. (the "Appraiser") prepared an appraisal report (the "Appraisal") for the City dated July 1, 2021, based upon a physical inspection of the District conducted on June 18, 2021 (the "Physical Inspection Date"). The Appraisal was prepared at the request of the City. The description herein of the Appraisal is intended to be a brief summary only of the Appraisal as it relates to the District. The Appraisal is attached hereto as APPENDIX G and should be read in its entirety. The conclusions reached in the Appraisal are subject to certain assumptions, hypothetical conditions and qualifications, which are set forth therein. See "APPENDIX G — Appraisal of the District."

Value Estimates. The Appraiser estimated the market value of the fee simple interest of the Major Improvement Area under certain hypothetical conditions. The Appraisal Report does not reflect the value of the Major Improvement Area as if sold to a single purchaser in a single transaction. The hypothetical conditions include the assumptions that all of the remaining Major Improvement Area Projects have been completed in accordance with

* Preliminary; subject to change.

plans and specifications as of the dates specified below. As of the Physical Inspection Date, the Developer anticipated that the Major Improvement Area would contain 804 lots, including 72 35' lots, 144 43' lots, 397 50' lots and 191 55' lots, as shown in the Appraisal. Since the Physical Inspection Date, the concept plan for the District has changed and the Developer now anticipates that the Major Improvement Area will contain 813 lots, consisting of 70 35' lots, 142 43' lots, 426 50' lots and 175 55' lots. See "THE AUTHORIZED IMPROVEMENTS," "THE DEVELOPMENT — Development Plan" and "APPENDIX G — Appraisal of the District."

The market value estimate for the Major Improvement Area Assessed Property using the methodologies described in the Appraisal and subject to the limiting conditions and assumptions set forth in the Appraisal, as of April 1, 2022 is \$22,030,000.

None of the City, the Developer or the Underwriter makes any representation as to the accuracy, completeness, assumptions or information contained in the Appraisal. The assumptions or qualifications with respect to the Appraisal are contained therein. There can be no assurance that any such assumptions will be realized, and the City, the Developer and the Underwriter make no representation as to the reasonableness of such assumptions.

The Appraiser confirms that the valuations included in the Appraisal were prepared in conformity with the Uniform Standards of Professional Appraisal Practice (USPAP) and the requirements of the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute.

Caution should be exercised in the evaluation and use of appraisal results. An appraisal is an estimate of market value as of a specified date based upon assumptions and limiting conditions and any extraordinary assumptions specific to the relevant valuation. It is not a precise measure of value but is based on a subjective comparison of related activity taking place in the real estate market. The valuation set forth in an appraisal is based on various assumptions of future expectations and while the appraiser's forecasts for properties in the District is considered to be reasonable at the current time, some of the assumptions may not materialize or may differ materially from actual experience in the future. The Bonds will not necessarily trade at values determined solely by reference to the underlying value of the properties in the District.

The intended use and user of the Appraisal are specifically identified in the Appraisal as agreed upon in the contract for services and/or reliance language found in the Appraisal. The Appraiser has consented to the use of the Appraisal in this Limited Offering Memorandum in connection with the issuance of the Bonds. No other use or user of the Appraisal is permitted by any other party for any other purpose.

BONDHOLDERS' RISKS

Before purchasing any of the Bonds, prospective investors and their professional advisors should carefully consider all of the risk factors described below which may create possibilities wherein interest may not be paid when due or that the Bonds may not be paid at maturity or otherwise as scheduled, or, if paid, without premium, if applicable. The following risk factors (which are not intended to be an exhaustive listing of all possible risks associated with an investment in the Bonds) should be carefully considered prior to purchasing any of the Bonds. Moreover, the order of presentation of the risks summarized below does not necessarily reflect the significance of such investment risks.

THE BONDS ARE SPECIAL, LIMITED OBLIGATIONS OF THE CITY PAYABLE SOLELY FROM THE PLEDGED REVENUES AND OTHER FUNDS COMPRISING THE TRUST ESTATE, AS AND TO THE EXTENT PROVIDED IN THE INDENTURE. THE BONDS DO NOT GIVE RISE TO A CHARGE AGAINST THE GENERAL CREDIT OR TAXING POWER OF THE CITY AND ARE PAYABLE SOLELY FROM THE SOURCES IDENTIFIED IN THE INDENTURE. THE OWNERS OF THE BONDS SHALL NEVER HAVE THE RIGHT TO DEMAND PAYMENT THEREOF OUT OF MONEY RAISED OR TO BE RAISED BY TAXATION, OR OUT OF ANY FUNDS OF THE CITY OTHER THAN THE PLEDGED REVENUES AND OTHER FUNDS COMPRISING THE TRUST ESTATE, AS AND TO THE EXTENT PROVIDED IN THE INDENTURE. NO OWNER OF THE BONDS SHALL HAVE THE RIGHT TO DEMAND ANY EXERCISE OF THE CITY'S TAXING POWER TO PAY THE PRINCIPAL OF THE BONDS OR THE INTEREST OR REDEMPTION PREMIUM, IF ANY, THEREON. THE CITY SHALL HAVE NO LEGAL OR MORAL OBLIGATION TO PAY THE BONDS OUT OF ANY FUNDS OF THE

CITY OTHER THAN THE PLEDGED REVENUES AND OTHER FUNDS COMPRISING THE TRUST ESTATE.

The ability of the City to pay debt service on the Bonds as due is subject to various factors that are beyond the City's control. These factors include, among others, (a) the ability or willingness of property owners within the District to pay Major Improvement Area Assessments levied by the City, (b) cash flow delays associated with the institution of foreclosure and enforcement proceedings against property within the District, (c) general and local economic conditions which may impact real property values, the ability to liquidate real property holdings and the overall value of real property development projects, and (d) general economic conditions which may impact the general ability to market and sell the property within the District, it being understood that poor economic conditions within the City, State and region may slow the assumed pace of sales of such property.

The rate of development of the property in the District is directly related to the vitality of the residential housing industry. In the event that the sale of the lands within the District should proceed more slowly than expected and the Developer is unable to pay the Major Improvement Area Assessments, only the value of the Major Improvement Area Assessed Property, with improvements, will be available for payment of the debt service on the Bonds, and such value can only be realized through the foreclosure or expeditious liquidation of the lands within the District. There is no assurance that the value of such lands will be sufficient for that purpose and the expeditious liquidation of real property through foreclosure or similar means is generally considered to yield sales proceeds in a lesser sum than might otherwise be received through the orderly marketing of such real property.

The Underwriter is not obligated to make a market in or repurchase any of the Bonds, and no representation is made by the Underwriter, the City or the City's Financial Advisor that a market for the Bonds will develop and be maintained in the future. If a market does develop, no assurance can be given regarding future price maintenance of the Bonds.

The City has not applied for or received a rating on the Bonds. The absence of a rating could affect the future marketability of the Bonds. There is no assurance that a secondary market for the Bonds will develop or that holders who desire to sell their Bonds prior to the stated maturity will be able to do so.

Infectious Disease Outbreak

The outbreak of COVID-19, a respiratory disease caused by a new strain of coronavirus, has been characterized as a pandemic (the "Pandemic") by the World Health Organization and is currently affecting many parts of the world, including the United States and Texas. On January 31, 2020, the Secretary of the United States Health and Human Services Department declared a public health emergency for the United States. On March 13, 2020, the President of the United States declared the Pandemic a national emergency and the Governor of Texas (the "Governor") declared a state of disaster for all counties in the State in response to the Pandemic. Under State law, the proclamation of a state of disaster by the Governor may not continue for more than 30 days unless renewed. The Governor has renewed his declaration monthly, most recently on February 21, 2022. On March 25, 2020, in response to a request from the Governor, the President issued a Major Disaster Declaration for the State. Subsequently, the President's Coronavirus Guidelines for America and the United States Centers for Disease Control and Prevention called upon Americans to take actions to slow the spread of COVID-19 in the United States.

Pursuant to Chapter 418 of the Texas Government Code, the Governor has broad authority to respond to disasters, including suspending any regulatory statute prescribing the procedures for conducting state business or any order or rule of a state agency that would in any way prevent, hinder, or delay necessary action in coping with the disaster, and issuing executive orders that have the force and effect of law. The Governor has since issued a number of executive orders relating to COVID-19 preparedness, mitigation and phased reopening of the State. On March 2, 2021, the Governor issued Executive Order GA-34, which, among other things, removed any COVID-19-related operating limits for any business or other establishment and ended the State-wide mask mandate. Most recently, on July 29, 2021, the Governor issued Executive Order GA-38, which, among other things, maintains that there are no COVID-19 related operating limits for any business or establishment and that no person may be required by any jurisdiction to wear or mandate the wearing of a face covering. The Governor's order also maintains, in providing or obtaining services, every person (including individuals, businesses, and other legal entities) should use good-faith efforts and available resources to follow the minimum standard health protocols. Executive Order GA-38 remains in place until amended, rescinded, or superseded by the Governor. Additional information regarding executive orders issued by the Governor is accessible on the website of the Governor at <https://gov.texas.gov/>.

Since the disaster declarations were made, the Pandemic has negatively affected travel, commerce, and financial markets globally, and is widely expected to continue negatively affecting economic growth and financial markets worldwide. The State may be particularly at risk from any global slowdown, given the prevalence of international trade in the State and the risk of contraction in the oil and gas industry and spillover effects into other industries.

Such adverse economic conditions, if they continue, may reduce or negatively affect economic conditions in the City and lead to unemployment for property owners within the District or may otherwise have a negative impact on the sale of parcels, lots or homes within the District. The Bonds are secured primarily by Assessments levied on benefited property within the District.

The City continues to monitor the spread of COVID-19 and is working with local, State, and national agencies to address the potential impact of the Pandemic upon the City. None of the City, the Financial Advisor, the Underwriter or the Developer can predict the impact the Pandemic may have on the City, the financial and operating condition of the Developer, the projected buildout schedule, home prices and buildout values or an investment in the Bonds.

Assessment Limitations

Annual Installments of Assessments are billed to property owners of Major Improvement Area Assessed Property. Annual Installments are due and payable, and bear the same penalties and interest for non-payment, as ad valorem taxes as set forth under “ASSESSMENT PROCEDURES” herein. Additionally, Annual Installments established by the Service and Assessment Plan correspond in number and proportionate amount to the number of installments and principal amounts of Bonds maturing in each year and the Annual Collection Costs for such year. See “ASSESSMENT PROCEDURES” herein. The unwillingness or inability of a property owner to pay regular property tax bills as evidenced by property tax delinquencies may also indicate an unwillingness or inability to make regular property tax payments and Annual Installments of Assessment payments in the future.

In order to pay debt service on the Bonds, it is necessary that Annual Installments are paid in a timely manner. Due to the lack of predictability in the collection of Annual Installments in the District, the City has established a Reserve Account in the Reserve Fund, to be funded from the proceeds of the Bonds, to cover delinquencies. The Annual Installments are secured by the Assessment Lien. However, there can be no assurance that foreclosure proceedings will occur in a timely manner so as to avoid depletion of the Reserve Account and delay in payments of debt service on the Bonds. See “BONDHOLDERS’ RISKS — Bondholders’ Remedies and Bankruptcy” herein.

Upon an ad valorem tax lien foreclosure event of a property within the District, any Assessment that is also delinquent will be foreclosed upon in the same manner as the ad valorem tax lien (assuming all necessary conditions and procedures for foreclosure are duly satisfied). To the extent that a foreclosure sale results in insufficient funds to pay in full both the delinquent ad valorem taxes and the delinquent Assessments, the liens securing such delinquent ad valorem taxes and delinquent Assessments would likely be extinguished. Any remaining unpaid balance of the delinquent Assessments would then be an unsecured personal liability of the original property owner.

Based upon the language of Texas Local Government Code, Section 372.017(b), case law relating to other types of assessment liens and opinions of the Texas Attorney General, the Assessment Lien as it relates to installment payments that are not yet due should remain in effect following an ad valorem tax lien foreclosure, with future installment payments not being accelerated. Texas Local Government Code Section 372.018(d) supports this position, stating that an Assessment Lien runs with the land and the portion of an assessment payment that has not yet come due is not eliminated by foreclosure of an ad valorem tax lien.

The Assessment Lien is superior to any homestead rights of a property owner that were properly claimed after the adoption of the Assessment Ordinance. **However, an Assessment Lien may not be foreclosed upon if any homestead rights of a property owner were properly claimed prior to the adoption of the Assessment Ordinance (“Pre-existing Homestead Rights”) for as long as such rights are maintained on the property.** It is unclear under State law whether or not Pre-existing Homestead Rights would prevent the Assessment Lien from attaching to such homestead property or instead cause the Assessment Lien to attach, but remain subject to, the Pre-existing Homestead Rights.

Under State law, in order to establish homestead rights, the claimant must show a combination of both overt acts of homestead usage and intention on the part of the owner to claim the land as a homestead. Mere ownership of the property alone is insufficient and the intent to use the property as a homestead must be a present one, not an intention to make the property a homestead at some indefinite time in the future. As of the date of adoption of the Assessment Ordinance, no such homestead rights had been claimed. Furthermore, the Developer is not eligible to claim homestead rights and the Developer represents that it owned all property within the District as of the date of the Assessment Ordinance. Consequently, there are and can be no homestead rights on the Major Improvement Area Assessed Property superior to the Assessment Lien and, therefore, the Assessment Liens may be foreclosed upon by the City.

Failure by owners of the parcels to pay Annual Installments when due, depletion of the Reserve Fund, delay in foreclosure proceedings, or the inability of the City to sell parcels which have been subject to foreclosure proceedings for amounts sufficient to cover the delinquent installments of Assessments levied against such parcels may result in the inability of the City to make full or punctual payments of debt service on the Bonds.

THE MAJOR IMPROVEMENT AREA ASSESSMENTS CONSTITUTE A FIRST AND PRIOR LIEN AGAINST THE PROPERTY ASSESSED, SUPERIOR TO ALL OTHER LIENS AND CLAIMS EXCEPT LIENS AND CLAIMS FOR STATE, COUNTY, SCHOOL DISTRICT OR MUNICIPALITY AD VALOREM TAXES AND IS A PERSONAL OBLIGATION OF AND CHARGE AGAINST THE OWNERS OF PROPERTY LOCATED WITHIN THE MAJOR IMPROVEMENT AREA OF THE DISTRICT.

Recent Changes in State Law Regarding Public Improvement Districts

The 87th Legislature passed HB 1543, which became effective September 1, 2021, and requires a person who proposes to sell or otherwise convey real property within a public improvement district to provide to the purchaser of the property, before the execution of a binding contract of purchase and sale, written notice of the obligation to pay public improvement district assessments, in accordance with Section 5.014, Texas Property Code, as amended. In the event a contract of purchase and sale is entered into without the seller providing the notice, the intended purchaser is entitled to terminate the contract or purchase and sale. If the Developer or homebuilders within the District do not provide the required notice and prospective purchasers of property within the District terminate a purchase and sale contract, the anticipated absorption schedule may be affected. In addition to the right to terminate the purchase contract, a property owner who did not receive the required notice is entitled, after sale, to sue for damages for (i) all costs relative to the purchase, plus interest and reasonable attorney's fees, or (ii) an amount not to exceed \$5,000, plus reasonable attorney's fees. In a suit filed pursuant to clause (i), any damages awarded must go first to pay any outstanding liens on the property. In such an event, the outstanding Assessments on such property should be paid. On payment of all damages respectively to the lienholders and purchaser pursuant to clause (i), the purchaser is required to reconvey the property to the seller. Further, if the Developer or homebuilders within the District do not provide the required notice and become liable for monetary damages, the anticipated buildout and absorption schedule may be affected. No assurances can be given that the projected buildout and absorption schedules presented in this Limited Offering Memorandum will be realized. The forms of notice to be provided to homebuyers are attached as Exhibits Q-1, Q-2, Q-3 and Q-4 to the Service and Assessment Plan. See "Appendix C — Form of Service and Assessment Plan."

Potential Future Changes in State Law Regarding Public Improvement Districts

During Texas legislative sessions and interim business of the Texas legislature, various proposals and reports have been presented by committees of Texas Senate and Texas House of Representative which suggest or recommend changes to the PID Act relating to oversight of bonds secured by special assessments, including adopting requirements relating to levels of build out or adding State level oversight in connection with the issuance of bonds secured by special assessments under the PID Act. The 87th Legislative Session of the State ended on May 31, 2021, without any legislation being passed by either chamber of the Texas legislature recommending oversight of bonds secured by assessments. The Governor called three special legislative sessions, which all concluded without any legislation being introduced or passed related to the oversight of bonds secured by assessments. It is impossible to predict what bills may be introduced during upcoming legislative sessions and, if passed, the impact that any future legislation will or may have on the security for the Bonds.

General Risks of Real Estate Investment and Development

The Developer has the right to modify or change its plan for development of the District, from time to time, including, without limitation, land use changes, changes in the overall land and phasing plans, and changes to the type, mix, size and number of units to be developed. No defined “true-up” agreement has been entered into between the City and Developer, nor is there a requirement that future developers enter into such an agreement. There can be no assurance, in the event the Developer or a subsequent developer modifies or changes its plan for development that the necessary revisions to the Service and Assessment Plan will be made, or if made will provide the necessary assessment revenues required to service debt on Bonds. Nor can there be an assurance that the eventual assessment burden on the property will be marketable.

The ability of the Developer and homebuilders, if any, to develop lots and sell single-family residential homes within the District may be affected by unforeseen changes in the general economic conditions, fluctuations in the real estate market and other factors beyond the control of the owner of the single-family residential lots, as applicable. In the event that a large number of single-family projects are constructed outside of the District, and compete with the Development, the demand for residential housing within the District could be reduced, thereby adversely affecting the continued development of the Development, or its attraction to businesses and residents.

Investments in undeveloped or developing real estate are generally considered to be speculative in nature and to involve a high degree of risk. The Development will be subject to the risks generally incident to real estate investments and development. Many factors that may affect the Development, as well as the operating revenues of the Developer, including those derived from the Development, are not within the control of the Developer. Such factors include changes in national, regional and local economic conditions; changes in long and short term interest rates; changes in the climate for real estate purchases; changes in demand for or supply of competing properties; changes in local, regional and national market and economic conditions; unanticipated development costs, market preferences and architectural trends; unforeseen environmental risks and controls; the adverse use of adjacent and neighboring real estate; changes in interest rates and the availability of mortgage funds to buyers of the homes to be built in the Development, which may render the sale of such homes difficult or unattractive; acts of war, terrorism or other political instability; delays or inability to obtain governmental approvals; changes in laws; moratorium; acts of God (which may result in uninsured losses); strikes; labor shortages; energy shortages; material shortages; inflation; adverse weather conditions; contractor or subcontractor defaults; and other unknown contingencies and factors beyond the control of the Developer.

The Development cannot be completed without the Developer obtaining a variety of governmental approvals and permits, some of which have already been obtained. Certain permits are necessary to initiate construction of each phase of the Development and to allow the occupancy of residences and to satisfy conditions included in the approvals and permits. There can be no assurance that all of these permits and approvals can be obtained or that the conditions to the approvals and permits can be fulfilled. The failure to obtain any of the required approvals or fulfill any one of the conditions could cause materially adverse financial results for the Developer.

A slowdown of the development process and the related absorption rate within the Development because of any or all of the foregoing could affect adversely land values. The timely payment of the Bonds depends on the willingness and ability of the Developer and any subsequent owners to pay the Major Improvement Area Assessments when due. Any or all of the foregoing could reduce the willingness and ability of such owners to pay the Major Improvement Area Assessments and could greatly reduce the value of the property within the District in the event such property has to be foreclosed. If Annual Installments of Major Improvement Area Assessments are not timely paid and there are insufficient funds in the accounts of the Reserve Fund, a nonpayment could result in a payment default under the Indenture.

Risks Related to the Current Residential Real Estate Market

In the past, the real estate market has experienced significant slowing of new home sales and new home closings due in part to the subprime mortgage crisis involving adjustable rate mortgages and other creative mortgage financing tools that allowed persons with higher credit risk to buy homes. The economic crisis that resulted from higher interest rates, at a time when many subprime mortgages were due to reset their interest rates, has served to reduce the availability of mortgages to many potential home buyers, making entry into the real estate market more difficult. Downturns in the real estate market and other factors beyond the control of the Developer, including general

economic conditions, may impact the timing of parcel, lot and home sales within the District. No assurances can be given that projected home prices and buildout values presented in this Limited Offering Memorandum will be realized.

Risks Related to Current Increase in Costs of Building Materials

As a result of the Pandemic and low supply and high demand, there have been substantial increases in the cost of lumber and other materials, causing many homebuilders and general contractors to experience budget overruns. The Developer is responsible for the construction of the Public Improvements. The Developer expects to finance a portion of the costs of the Public Improvements from proceeds of the Bonds. If the Actual Costs of the Public Improvements are substantially greater than the estimated costs or if the Developer is unable to access building materials in a timely manner, it may affect the ability of the Developer to complete the Public Improvements or pay the Major Improvement Area Assessments when due. If the costs of material continue to increase, it may also affect the ability of the Developer to construct homes within the District. There is no way to predict whether such cost increases or low supply of building materials will continue or if such continuance will affect the development of the District.

Competition

The housing industry in the Austin area is very competitive, and none of the Developer, the City, the City's Financial Advisor or the Underwriter can give any assurance that the building programs which are planned will ever be completed. The competitive position of the Developer in the sale of developed lots or of any other homebuilder in the construction and sale of single-family residential units is affected by most of the factors discussed in this section, and such competitive position is directly related to maintenance of market values in the District. Competitive projects in the area include but are not limited to:⁽¹⁾

Project Name	Number of Units	Proximity	Developer	Date Started	Expected Completion Date	Prices
Anthem	1500	1 mile	Multiple	TBD	TBD	TBD
Kyle 57	219	1.5 Miles	Milestone	TBD	TBD	\$450,000+
Brooks Ranch	138	1.75 Miles	Blackburn	2020	TBD	\$450,000+
6 Creeks Waterridge	2900 Ac.	2.5 Miles	Multiple	2019	TBD	\$400,000+

⁽¹⁾ Provided by the Developer.

There can be no assurances that other similar projects will not be developed in the future or that existing projects will not be upgraded or otherwise able to compete with the Development.

Tax-Exempt Status of the Bonds

The Indenture contains covenants by the City intended to preserve the exclusion from gross income of interest on the Bonds for federal income tax purposes. As discussed under the caption "TAX MATTERS," interest on the Bonds could become includable in gross income for purposes of federal income taxation retroactive to the date the Bonds were issued as a result of future acts or omissions of the City in violation of its covenants in the Indenture.

Tax legislation, administrative actions taken by tax authorities, or court decisions, whether at the federal or State level, may adversely affect the tax-exempt status of interest on the Bonds under federal or State law and could affect the market price or marketability of the Bonds. Any such proposal could limit the value of certain deductions and exclusions, including the exclusion for tax-exempt interest. The likelihood of any such proposal being enacted cannot be predicted. Prospective purchasers of the Bonds should consult their own tax advisors regarding the foregoing matters.

As further described in "TAX MATTERS" below, failure of the City to comply with the requirements of the Internal Revenue Code of 1986 (the "Code") and the related legal authorities, or changes in the federal tax law or its application, could cause interest on the Bonds to be included in the gross income of owners of the Bonds for federal income tax purposes, possibly from the date of original issuance of the Bonds. Further, the opinion of Bond Counsel is based on current legal authority, covers certain matters not directly addressed by such authorities, and represents Bond Counsel's judgment as to the proper treatment of interest on the Bonds for federal income tax purposes. It is not binding on the Internal Revenue Service ("IRS") or the courts. The IRS has an ongoing program of auditing

obligations that are issued and sold as bearing tax-exempt interest to determine whether, in the view of the IRS, interest on such obligations is included in the gross income of the owners thereof for federal income tax purposes. In the past, the IRS has announced audit efforts focused in part on “developer-driven bond transactions,” including certain tax increment financings and certain assessment bond transactions. It cannot be predicted if this IRS focus could lead to an audit of the Bonds or what the result would be of any such audit. If an audit of the Bonds is commenced, under current procedures parties other than the City would have little, if any, right to participate in the audit process. Moreover, because achieving judicial review in connection with an audit of tax-exempt obligations is difficult, obtaining an independent review of IRS positions with which the City legitimately disagrees may not be practicable. Any action of the IRS, regardless of the outcome, including but not limited to selection of the Bonds for audit, or the course or result of such audit, or an audit of obligations presenting similar tax issues, may affect the market price for, or the marketability of, the Bonds. Finally, if the IRS ultimately determines that the interest on the Bonds is not excluded from the gross income of Bondholders for federal income tax purposes, the City may not have the resources to settle with the IRS, the Bonds are not required to be redeemed, and the interest rate on the Bonds will not increase.

Bankruptcy

The payment of Assessments and the ability of the City to foreclose on the lien of a delinquent unpaid Assessment may be limited by bankruptcy, insolvency or other laws generally affecting creditors’ rights or by the laws of the State relating to judicial foreclosure. Although bankruptcy proceedings would not cause the Major Improvement Area Assessments to become extinguished, bankruptcy of a property owner in all likelihood would result in a delay in prosecuting foreclosure proceedings. Such a delay would increase the likelihood of a delay or default in payment of the principal of and interest on the Bonds, and the possibility that delinquent Major Improvement Area Assessments might not be paid in full.

Direct and Overlapping Indebtedness, Assessments and Taxes

The ability of an owner of property within the District to pay the Major Improvement Area Assessments could be affected by the existence of other taxes and assessments imposed upon the property. Public entities whose boundaries overlap those of the District currently impose ad valorem taxes on the property within the District and will likely do so in the future. Such entities could also impose assessment liens on the property within the District. The imposition of additional liens, or for private financing, may reduce the ability or willingness of the landowners to pay the Major Improvement Area Assessments. See “OVERLAPPING TAXES AND DEBT.”

Depletion of Reserve Account of the Reserve Fund

Failure of the owners of property within the District to pay the Major Improvement Area Assessments when due could result in the rapid, total depletion of the Reserve Account of the Reserve Fund prior to replenishment from the resale of property upon a foreclosure or otherwise or delinquency redemptions after a foreclosure sale, if any. There could be a default in payments of the principal of and interest on the Bonds if sufficient amounts are not available in the Reserve Account of the Reserve Fund. The Indenture provides that if, after a withdrawal from the Reserve Account of the Reserve Fund, the amount in the Reserve Account of the Reserve Fund is less than the Reserve Account Requirement, the Trustee shall transfer an amount from the Pledged Revenue Fund to the Reserve Account of the Reserve Fund sufficient to cure such deficiency, as described under “SECURITY FOR THE BONDS —Reserve Account of the Reserve Fund” herein.

Hazardous Substances

While governmental taxes, assessments and charges are a common claim against the value of a parcel, other less common claims may be relevant. One of the most serious in terms of the potential reduction in the value that may be realized to the assessment is a claim with regard to a hazardous substance. In general, the owners and operators of a parcel may be required by law to remedy conditions relating to releases or threatened releases of hazardous substances. The federal Comprehensive Environmental Response, Compensation and Liability Act of 1980, sometimes referred to as “CERCLA” or “Superfund Act,” is the most well-known and widely applicable of these laws. It is likely that, should any of the parcels of land located in the District be affected by a hazardous substance, the marketability and value of parcels would be reduced by the costs of remedying the condition, because the purchaser, upon becoming owner, will become obligated to remedy the condition just as is the seller.

The value of the land within the District does not consider the possible liability of the owner for the remedy of a hazardous substance condition of the parcel. The City has not independently verified, and is not aware, that the owner of any of the parcels within the District has such a current liability with respect to such parcel; however, it is possible that such liabilities do currently exist, and that the City is not aware of them.

Further, it is possible that liabilities may arise in the future with respect to any of the land within the District resulting from the existence, currently, of a substance presently classified as hazardous but which has not been released or the release of which is not presently threatened or may arise in the future resulting from the existence, currently, on the parcel of a substance not presently classified as hazardous but which may in the future be so classified. Further, such liabilities may arise not simply from the existence of a hazardous substance but from the method of handling it. All of these possibilities could significantly affect the value of a parcel that is realizable upon a delinquency.

See “THE DEVELOPMENT — Environmental” for discussion of previous Phase I ESA performed on property within the District.

Regulation

Development within the District may become subject to future federal, state and local regulations. Approval may be required from various agencies from time to time in connection with the layout and design of development in the District, the nature and extent of public improvements, land use, zoning and other matters. Failure to meet any such regulations or obtain any such approvals in a timely manner could delay or adversely affect development in the District and property values.

Availability of Utilities

The progress of development within the District is also dependent upon the City providing an adequate supply of water and wastewater services to the District. If the City fails to supply water and wastewater services to the property within the District, the development of the land in the District could be adversely affected. See “THE DEVELOPMENT — Utilities.”

100-Year Flood Plain

Approximately 23.6 acres within the District are located within an official FEMA 100-year flood plain, as shown on the current Federal Emergency Management Agency’s Flood Insurance Rate Map Community Panel No. 48209C0270F, dated September 2, 2005 (the “Floodplain”). All the lands identified to be within the developed Floodplain will be located within dedicated open space, park or drainage easements.

FEMA will from time to time revise its Flood Insurance Rate Maps. None of the City, the Underwriter, or the Developer make any representation as to whether FEMA may revise its Flood Insurance Rate Maps, whether such revisions may result in homes that are currently outside of the 100-year flood plain from being included in the 100-year flood plain in the future, or whether extreme flooding events may exceed the Floodplain.

Risk from Weather Events

All of the State, including the City, is subject to extreme weather events that can cause loss of life and damage to property through strong winds, flooding, heavy rains and freezes, including events similar to the severe winter storm that the continental United States experienced in February 2021, which resulted in disruptions in the Electric Reliability Council of Texas power grid and prolonged blackouts throughout the State. It is impossible to predict whether similar events will occur in the future and the impact they may have on the City, including land within the District.

Bondholders’ Remedies and Bankruptcy

In the event of default in the payment of principal of or interest on the Bonds or the occurrence of any other Event of Default under the Indenture, and upon the written request of the Owners of a Quarter in Interest of the Bonds then Outstanding, the Trustee shall proceed to protect and enforce its rights and the rights of the owners of the Bonds under the Indenture by such suits, actions or special proceedings in equity or at law, or by proceedings in the office of any board or officer having jurisdiction, either for mandamus or the specific performance of any covenant or

agreement contained therein or in aid or execution of any power granted or for the enforcement of any proper legal or equitable remedy, as the Trustee shall deem most effectual to protect and enforce such rights. The issuance of a writ of mandamus may be sought if there is no other available remedy at law to compel performance of the City's obligations under the Bonds or the Indenture and such obligations are not uncertain or disputed. The remedy of mandamus is controlled by equitable principles, so rests with the discretion of the court, but may not be arbitrarily refused. There is no acceleration of maturity of the Bonds in the event of default and, consequently, the remedy of mandamus may have to be relied upon from year to year. The owners of the Bonds cannot themselves foreclose on property within the District or sell property within the District in order to pay the principal of and interest on the Bonds. The enforceability of the rights and remedies of the owners of the Bonds further may be limited by laws relating to bankruptcy, reorganization or other similar laws of general application affecting the rights of creditors of political subdivisions such as the City. In this regard, should the City file a petition for protection from creditors under federal bankruptcy laws, the remedy of mandamus or the right of the City to seek judicial foreclosure of its Assessment Lien would be automatically stayed and could not be pursued unless authorized by a federal bankruptcy judge. See "BONDHOLDERS' RISKS — Bankruptcy Limitation to Bondholders' Rights" herein.

Any bankruptcy court with jurisdiction over bankruptcy proceedings initiated by or against a property owner within the District pursuant to the Federal Bankruptcy Code could, subject to its discretion, delay or limit any attempt by the City to collect delinquent Assessments, or delinquent ad valorem taxes, against such property owner.

In addition, in 2006, the Texas Supreme Court ruled in *Tooke v. City of Mexia*, 197 S.W.3d 325 (Tex. 2006) ("Tooke") that a waiver of sovereign immunity must be provided for by statute in "clear and unambiguous" language. In so ruling, the Court declared that statutory language such as "sue and be sued", in and of itself, did not constitute a clear and unambiguous waiver of sovereign immunity. In *Tooke*, the Court noted the enactment in 2005 of sections 271.151-.160, Texas Local Government Code (the "Local Government Immunity Waiver Act"), which, according to the Court, waives "immunity from suit for contract claims against most local governmental entities in certain circumstances." The Local Government Immunity Waiver Act covers cities and relates to contracts entered into by cities for providing goods or services to cities.

In *Wasson Interests, Ltd. v. City of Jacksonville*, 489 S.W.3d 427 (Tex. 2016) ("Wasson"), the Texas Supreme Court (the "Court") addressed whether the distinction between governmental and proprietary acts (as found in tort-based causes of action) applies to breach of contract claims against municipalities. The Court analyzed the rationale behind the Proprietary-Governmental Dichotomy to determine that "a city's proprietary functions are not done pursuant to the 'will of the people'" and protecting such municipalities "via the [S]tate's immunity is not an efficient way to ensure efficient allocation of [S]tate resources." While the Court recognized that the distinction between governmental and proprietary functions is not clear, the Wasson opinion held that the Proprietary-Governmental Dichotomy applies in a contract-claims context. The Court reviewed Wasson for a second time and issued an opinion on October 5, 2018 clarifying that to determine whether governmental immunity applies to a breach of contract claim, the proper inquiry is whether the municipality was engaged in a governmental or proprietary function when it entered into the contract, not at the time of the alleged breach. Therefore, in regard to municipal contract cases (as in tort claims), it is incumbent on the courts to determine whether a function was proprietary or governmental based upon the statutory and common law guidance at the time of inception of the contractual relationship. Texas jurisprudence has generally held that proprietary functions are those conducted by a city in its private capacity, for the benefit only of those within its corporate limits, and not as an arm of the government or under authority or for the benefit of the State; these are usually activities that can be, and often are, provided by private persons, and therefore are not done as a branch of the State, and do not implicate the state's immunity since they are not performed under the authority, or for the benefit, of the State as sovereign. Notwithstanding the foregoing new case law issued by the Court, such sovereign immunity issues have not been adjudicated in relation to bond matters (specifically, in regard to the issuance of municipal debt). Each situation will be prospectively evaluated based on the facts and circumstances surrounding the contract in question to determine if a suit, and subsequently, a judgement, is justiciable against a municipality.

The City is not aware of any State court construing the Local Government Immunity Waiver Act in the context of whether contractual undertakings of local governments that relate to their borrowing powers are contracts covered by such act. Because it is unclear whether the Texas legislature has effectively waived the City's sovereign immunity from a suit for money damages in the absence of City action, the Trustee or the owners of the Bonds may not be able to bring such a suit against the City for breach of the Bonds or the Indenture covenants. As noted above, the Indenture provides that owners of the Bonds may exercise the remedy of mandamus to enforce the obligations of the City under the Indenture. Neither the remedy of mandamus nor any other type of injunctive relief was at issue in *Tooke*, and it is unclear whether *Tooke* will be construed to have any effect with respect to the exercise of mandamus,

as such remedy has been interpreted by State courts. In general, State courts have held that a writ of mandamus may be issued to require public officials to perform ministerial acts that clearly pertain to their duties. State courts have held that a ministerial act is defined as a legal duty that is prescribed and defined with a precision and certainty that leaves nothing to the exercise of discretion or judgment, though mandamus is not available to enforce purely contractual duties. However, mandamus may be used to require a public officer to perform legally-imposed ministerial duties necessary for the performance of a valid contract to which the State or a political subdivision of the State is a party (including the payment of moneys due under a contract).

Judicial Foreclosures

Judicial foreclosure proceedings are not mandatory; however, the City has covenanted to order and cause such actions to be commenced. In the event a foreclosure is necessary, there could be a delay in payments to owners of the Bonds pending prosecution of the foreclosure proceedings and receipt by the City of the proceeds of the foreclosure sale. It is possible that no bid would be received at the foreclosure sale, and, in such event, there could be an additional delay in payment of the principal of and interest on the Bonds or such payment may not be made in full. Moreover, in filing a suit to foreclose, the City must join other taxing units that have claims for delinquent taxes against all or part of the same property; the proceeds of any sale of property within the District available to pay debt service on the Bonds may be limited by the existence of other tax liens on the property. See “OVERLAPPING TAXES AND DEBT.” Collection of delinquent taxes, assessments and Assessments may be adversely affected by the effects of market conditions on the foreclosure sale price, and by other factors, including taxpayers’ right to redeem property within two years of foreclosure for residential and agricultural use property and six months for other property, and by a time-consuming and expensive collection procedure.

No Acceleration

The Indenture does not contain a provision allowing for the acceleration of the Bonds in any event, including in the event of a payment default or other default under the terms of the Bonds or the Indenture.

Limited Secondary Market for the Bonds

The Bonds may not constitute a liquid investment, and there is no assurance that a liquid secondary market will exist for the Bonds in the event an Owner thereof determines to solicit purchasers for the Bonds. Even if a liquid secondary market exists, there can be no assurance as to the price for which the Bonds may be sold. Such price may be lower than that paid by the current Owners of the Bonds, depending on the progress of development of the District subject to the Major Improvement Area Assessments, existing real estate and financial market conditions and other factors.

No Credit Rating

The City has not applied for or received a rating on the Bonds. Even if a credit rating had been sought for the Bonds, it is not anticipated that such a rating would have been investment grade. The absence of a rating could affect the future marketability of the Bonds. There is no assurance that a secondary market for the Bonds will develop or that holders who desire to sell their Bonds prior to the stated maturity will be able to do so. Occasionally, because of general market conditions or because of adverse history or economic prospects connected with a particular issue, secondary market trading in connection with a particular issue is suspended or terminated. Additionally, prices of issues for which a market is being made will depend upon then generally prevailing circumstances. Such prices could be substantially different from the original purchase price.

Bankruptcy Limitation to Bondholders’ Rights

The enforceability of the rights and remedies of the owners of the Bonds may be limited by laws relating to bankruptcy, reorganization or other similar laws of general application affecting the rights of creditors of political subdivisions such as the City. The City is authorized under State law to voluntarily proceed under Chapter 9 of the Federal Bankruptcy Code, 11 U.S.C. 901-946. The City may proceed under Chapter 9 if it (1) is generally not paying its debts, or unable to meet its debts, as they become due, (2) desires to affect a plan to adjust such debts, and (3) has either obtained the agreement of or negotiated in good faith with its creditors, is unable to negotiate with its creditors because negotiation is impracticable, or reasonably believes that a creditor may attempt to obtain a preferential transfer.

If the City decides in the future to proceed voluntarily under the Federal Bankruptcy Code, the City would develop and file a plan for the adjustment of its debts, and the Bankruptcy Court would confirm the plan if (1) the plan complies with the applicable provisions of the Federal Bankruptcy Code, (2) all payments to be made in connection with the plan are fully disclosed and reasonable, (3) the City is not prohibited by law from taking any action necessary to carry out the plan, (4) administrative expenses are paid in full, (5) all regulatory or electoral approvals required under State law are obtained and (6) the plan is in the best interests of creditors and is feasible. The rights and remedies of the owners of the Bonds would be adjusted in accordance with the confirmed plan of adjustment of the City's debt.

Management and Ownership

The management and ownership of the Developer and related property owners could change in the future. Purchasers of the Bonds should not rely on the management experience of such entities. There are no assurances that such entities will not sell the subject property or that officers will not resign or be replaced. In such circumstances, a new developer or new officers in management positions may not have comparable experience in projects comparable to the Development.

Dependence upon Developer

The Developer has the obligation for payment of 100% of the Major Improvement Area Assessments. The ability of the Developer to make full and timely payment of the Major Improvement Area Assessments will directly affect the ability of the City to meet its debt service obligations with respect to the Bonds. There can be no assurances given as to the financial ability of the Developer to advance any funds to the City to supplement revenues from the Major Improvement Area Assessments if necessary, or as to whether the Developer will advance such funds.

Moreover, the City will pay the Developer, or the Developer's designee, from proceeds of the Bonds for project costs actually incurred in developing and constructing Major Improvement Area Projects. See "THE AUTHORIZED IMPROVEMENTS." There can be no assurances given as to the financial ability of the Developer to complete the Public Improvements or any other improvements.

TAX MATTERS

Tax Exemption

In the opinion of Bickerstaff Heath Delgado Acosta LLP, Bond Counsel to the City, assuming continuing compliance by the City with the tax covenants described below, under existing law, interest on the Bonds is excludable for federal income tax purposes in the gross income of the owners thereof pursuant to Section 103 of the Internal Revenue Code of 1986, as amended ("Code"), and will not constitute a specific item of tax preference under Section 57 of the Code for purposes of calculating the alternative minimum tax imposed on individuals.

In rendering its opinion, Bond Counsel has relied on the City's covenants contained in the Indenture and the City's covenants contained in the Tax Certificate, that each will comply with the applicable requirements of the Code, relating to, inter alia, the use and operation of the project and the use and investment of proceeds of the Bonds and rebate to the United States Treasury of specified arbitrage earnings, if any, under Section 148(f) of the Code. Failure of the City to comply with such covenants could result in the interest on the Bonds being subject to federal income tax from the date of issue of the Bonds. Bond Counsel has not undertaken to monitor compliance with such covenants or to advise any party as to changes in the law after the date of issuance of the Bonds that may affect the tax-exempt status of the interest.

Except as stated above, Bond Counsel will express no opinion as to any federal, state or local tax consequences resulting from the receipt or accrual of interest on, or acquisition, ownership or disposition of, the Bonds.

Bond Counsel's opinions are based on existing law, which is subject to change. Such opinions are further based on Bond Counsel's knowledge of facts as of the date thereof. Bond Counsel assumes no duty to update or supplement its opinions to reflect any facts or circumstances that may thereafter come to Bond Counsel's attention or to reflect any changes in any law that may thereafter occur or become effective. Moreover, Bond Counsel's opinions are not a guarantee of result and are not binding on the Internal Revenue Service (the "Service"); rather, such opinions represent Bond Counsel's legal judgment based upon its review of existing law and in reliance upon the representations and covenants referenced above that it deems relevant to such opinions. The Service has an ongoing audit program to

determine compliance with rules that relate to whether interest on state or local obligations is includable in gross income for federal income tax purposes. No assurance can be given whether or not the Service will commence an audit of the Bonds. If an audit is commenced, in accordance with its current published procedures the Service is likely to treat the City as the taxpayer and the Owners may not have a right to participate in such audit. Public awareness of any future audit of the Bonds could adversely affect the value and liquidity of the Bonds during the pendency of the audit regardless of the ultimate outcome of the audit.

Collateral Federal Income Tax Consequences

Prospective purchasers of the Bonds should be aware that the ownership of the Bonds may result in collateral federal income tax consequences to certain taxpayers including, without limitation, holders who may be deemed to have incurred or continued indebtedness to acquire or carry tax-exempt obligations, holders of certain interests in a financial asset securitization investment trust, controlled foreign corporations, property and casualty insurance companies, individual recipients of Social Security or Railroad Retirement benefits, individuals who otherwise qualify for the earned income credit, and to individuals and families that qualify for a premium assistance credit amount under Section 36B of the Code. The Code denies the earned income credit to an individual who is otherwise eligible if the aggregate amount of disqualified income of the taxpayer for the taxable year exceeds certain limits set forth in Sections 32(i) and (j) of the Code. Interest on the Bonds will constitute disqualified income for this purpose. The Code also provides that for years beginning after December 31, 2010, the earned income credit is phased out if the modified adjusted gross income of the taxpayer exceeds certain amounts. Interest on the Bonds will be included in determining the modified adjusted gross income of the taxpayer. Section 36B of the Code provides that the amount of the premium assistance credit amount is in part determined by the household income. Section 36B(d) of the Code provides that household income consists of the modified adjusted gross income of the taxpayer and certain other individuals. Modified adjusted gross income means adjusted gross income increased by certain amounts, including interest received or accrued by the taxpayer which is exempt from tax, such as the interest on the Bonds. These categories of prospective purchasers should consult their own tax advisors as to the applicability of these consequences. Prospective purchasers of the Bonds should also be aware that, under the Code, taxpayers are required to report on their returns the amount of tax-exempt interest, such as interest on the Bonds, received or accrued during the year.

Section 884 of the Code imposes on certain foreign corporations a branch profits tax equal to thirty percent (30%) of the “dividend equivalent amount” for the taxable year. Interest on the Bonds received or accrued by a foreign corporation subject to the branch profits tax may be included in computing the “dividend equivalent amount” of such corporation.

In addition, passive investment income, including interest on the Bonds, may be subject to federal income taxation under Section 1375 of the Code for any S corporation that has Subchapter C earnings and profits at the close of the taxable year, if more than twenty-five percent (25%) of the gross receipts of such S corporation is passive investment income.

In addition, attention is called to the fact that Section 265(b)(1) of the Code eliminates the interest deduction otherwise allowable with respect to indebtedness deemed incurred by banks, thrift institutions and other financial institutions to purchase or to carry tax-exempt obligations acquired after August 7, 1986 other than designated “qualified tax-exempt obligations” as defined in Section 265(b)(3) of the Code.

Tax Accounting Treatment of Discount and Premium on Certain Bonds

The initial public offering price of certain discount Bonds (the “Discount Bonds”) may be less than the amount payable on such Bonds at maturity. An amount equal to the difference between the initial public offering price of a Discount Bond (assuming that a substantial amount of the Discount Bonds of that maturity are sold to the public at such price) and the amount payable at maturity constitutes original issue discount to the initial purchaser of such Discount Bond. A portion of such original issue discount allocable to the holding period of such Discount Bond by the initial purchaser will, upon the disposition of such Discount Bond (including by reason of its payment at maturity), be treated as interest excludable from gross income, rather than as taxable gain, for federal income tax purposes, on the same terms and conditions as those for other interest on the Bonds described above under “Tax Exemption.” Such interest is considered to be accrued actuarially in accordance with the constant interest method over the life of a Discount Bond, taking into account the semiannual compounding of accrued interest, at the yield to maturity on such Discount Bond and generally will be allocated to an original purchaser in a different amount from the amount of the payment denominated as interest actually received by the original purchaser during the tax year. However, such

interest may be required to be taken into account in determining the alternative minimum taxable income of a corporation, for purposes of calculating a corporation's alternative minimum tax imposed by Section 55 of the Code, and the amount of the branch profits tax applicable to certain foreign corporations doing business in the United States, even though there will not be a corresponding cash payment. In addition, the accrual of such interest may result in certain other collateral federal income tax consequences to, among others, financial institutions, life insurance companies, property and casualty insurance companies, S corporations with "subchapter C" earnings and profits, individual recipients of Social Security or Railroad Retirement benefits, individuals otherwise qualifying for earned income tax credit, owners of an interest in a FASIT, and taxpayers who may be deemed to have incurred or continued indebtedness to purchase or carry, or who have paid or incurred certain expenses allocable to, tax-exempt obligations. Moreover, in the event of the redemption, sale or other taxable disposition of a Discount Bond by the initial owner prior to maturity, the amount realized by such owner in excess of the basis of such Discount Bond in the hands of such owner (adjusted upward by the portion of the original issue discount allocable to the period for which such Discount Bond was held) is includable in gross income. Owners of Discount Bonds should consult with their own tax advisors with respect to the determination of accrued original issue discount on Discount Bonds for federal income tax purposes and with respect to the state and local tax consequences of owning and disposing of Discount Bonds. It is possible that, under applicable provisions governing determination of state and local income taxes, accrued interest on Discount Bonds may be deemed to be received in the year of accrual even though there will not be a corresponding cash payment.

The initial public offering price of certain Bonds (the "Premium Bonds") may be greater than the amount payable on such Bonds at maturity. An amount equal to the difference between the initial public offering price of a Premium Bond (assuming that a substantial amount of the Premium Bonds of that maturity are sold to the public at such price) and the amount payable at maturity constitutes premium to the initial purchaser of such Premium Bonds. The basis for federal income tax purposes of a Premium Bond in the hands of such initial purchaser must be reduced each year by the amortizable Bond premium, although no federal income tax deduction is allowed as a result of such reduction in basis for amortizable bond premium. Such reduction in basis will increase the amount of any gain (or decrease the amount of any loss) to be recognized for federal income tax purposes upon a sale or other taxable disposition of a Premium Bond. The amount of premium which is amortizable each year by an initial purchaser is determined by using such purchaser's yield to maturity. Purchasers of the Premium Bonds should consult with their own tax advisors with respect to the determination of amortizable bond premium on Premium Bonds for federal income tax purposes and with respect to the state and local tax consequences of owning and disposing of Premium Bonds.

State, Local and Foreign Taxes

Investors should consult their own tax advisors concerning the tax implications of the purchase, ownership or disposition of the Bonds under applicable state or local laws. Foreign investors should also consult their own tax advisors regarding the tax consequences unique to investors who are not United States persons.

Changes in Federal and State Tax Law

From time to time, there are legislative proposals in the United States Congress and in the states that, if enacted, could alter or amend the federal and state tax matters referred to above or adversely affect the market value or marketability of the Bonds. It cannot be predicted whether or in what form any such proposal might be enacted or whether, if enacted, it would apply to bonds issued prior to enactment. In addition, regulatory actions are from time to time announced or proposed and litigation is threatened or commenced which, if implemented or concluded in a particular manner, could adversely affect the market value or marketability of the Bonds.

Prospective purchasers of the Bonds should consult with their own tax advisors regarding any other federal income tax legislation, whether currently pending or proposed, regulatory initiatives or litigation. The opinions expressed by Bond Counsel are based upon existing legislation and regulations as interpreted by relevant judicial and regulatory authorities as of the date of issuance and delivery of the Bonds and Bond Counsel has expressed no opinion as of any date subsequent thereto or with respect to any pending legislation, regulatory initiatives or litigation.

The City invests its investable funds in investments authorized by State law in accordance with investment policies approved by the City Council of the City. Both State law and the City's investment policies are subject to change.

LEGAL MATTERS

Legal Proceedings

Delivery of the Bonds will be accompanied by the unqualified approving legal opinion of the Attorney General of the State to the effect that the Bonds are valid and legally binding obligations of the City under the Constitution and laws of the State, payable from the Trust Estate and, based upon their examination of a transcript of certified proceedings relating to the issuance and sale of the Bonds, the legal opinion of Bond Counsel, to a like effect.

Bickerstaff Heath Delgado Acosta LLP serves as Bond Counsel to the City. Orrick, Herrington & Sutcliffe LLP serves as Underwriter's Counsel. The legal fees paid to Bond Counsel and Underwriter's Counsel are contingent upon the sale and delivery of the Bonds.

Legal Opinions

The City will furnish the Underwriter a transcript of certain certified proceedings incident to the authorization and issuance of the Bonds. Such transcript will include a certified copy of the approving opinion of the Attorney General of the State, as recorded in the Bond Register of the Comptroller of Public Accounts of the State, to the effect that the Bonds are valid and binding special, limited obligations of the City. The City will also furnish the legal opinion of Bond Counsel, to the effect that, based upon an examination of such transcript, the Bonds are valid and binding special, limited obligations of the City under the Constitution and laws of the State. The legal opinion of Bond Counsel will further state that the Bonds, including principal of and interest thereon, are payable from and secured by a pledge of and lien on the Trust Estate. Bond Counsel will also provide a legal opinion to the effect that interest on the Bonds will be excludable from gross income for federal income tax purposes under Section 103(a) of the Code, subject to the matters described above under the caption "TAX MATTERS." A copy of the opinion of Bond Counsel is attached hereto as "APPENDIX D — Form of Opinion of Bond Counsel."

Except as noted below, Bond Counsel did not take part in the preparation of the Limited Offering Memorandum, and such firm has not assumed any responsibility with respect thereto or undertaken independently to verify any of the information contained therein, except that, in its capacity as Bond Counsel, such firm has reviewed the information describing the Bonds herein under the captions or subcaptions "PLAN OF FINANCE — The Bonds," "DESCRIPTION OF THE BONDS," "SECURITY FOR THE BONDS," "ASSESSMENT PROCEDURES" (except for the subcaptions "Assessment Methodology" and "Assessment Amounts"), "THE DISTRICT," "TAX MATTERS," "LEGAL MATTERS — Legal Proceedings," "LEGAL MATTERS — Legal Opinions," "SUITABILITY FOR INVESTMENT," "CONTINUING DISCLOSURE — The City," "REGISTRATION AND QUALIFICATION OF BONDS FOR SALE," "LEGAL INVESTMENTS AND ELIGIBILITY TO SECURE PUBLIC FUNDS IN TEXAS," "INVESTMENTS" and "APPENDIX B — Form of Indenture," and such firm is of the opinion that the information relating to the Bonds and legal issues contained under such captions and subcaptions fairly and accurately describes the laws and legal issues addressed therein and, with respect to the Bonds, such information conforms to the Bond Ordinance, the Assessment Ordinance and the Indenture.

The various legal opinions to be delivered concurrently with the delivery of the Bonds express the professional judgment of the attorneys rendering the opinions as to the legal issues explicitly addressed therein. In rendering a legal opinion, the attorney does not become an insurer or guarantor of that expression of professional judgment, of the transaction opined upon, or of the future performance of the parties to the transaction. Nor does the rendering of an opinion guarantee the outcome of any legal dispute that may arise out of the transaction.

Litigation — The City

At the time of delivery and payment for the Bonds, the City will certify that, except as disclosed herein, there is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, regulatory agency, public board or body, pending or overtly threatened against the City affecting the existence of the District, or seeking to restrain or to enjoin the sale or delivery of the Bonds, the application of the proceeds thereof, in accordance with the Indenture, or the collection or application of Assessments securing the Bonds, or in any way contesting or affecting the validity or enforceability of the Bonds, the Assessment Ordinance, the Indenture, any action of the City contemplated by any of the said documents, or the collection or application of the Trust Estate, or in any way contesting the completeness or accuracy of this Limited Offering Memorandum or any amendment or supplement thereto, or

contesting the powers of the City or its authority with respect to the Bonds or any action of the City contemplated by any documents relating to the Bonds.

Litigation — The Developer

At the time of delivery and payment for the Bonds, the Developer will certify that, except as disclosed herein, there is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, regulatory body, public board or body pending, or, to the best knowledge of the Developer, threatened against or affecting the Developer or any of its affiliates wherein an unfavorable decision, ruling or finding would have a material adverse effect on the financial condition or operations of the Developer or its managing member, or would adversely affect (1) the transactions contemplated by, or the validity or enforceability of, the Bonds, the Indenture, the Service and Assessment Plan, the Development Agreement, the Site Development Agreement or the Financing and Reimbursement Agreement, or otherwise described in this Limited Offering Memorandum or (2) the tax-exempt status of interest on the Bonds (individually or in the aggregate, a “Material Adverse Effect”).

SUITABILITY FOR INVESTMENT

Investment in the Bonds poses certain economic risks. See “BONDHOLDERS’ RISKS.” The Bonds are not rated by any nationally recognized municipal securities rating service. No dealer, broker, salesman or other person has been authorized by the City or the Underwriter to give any information or make any representations, other than those contained in this Limited Offering Memorandum, and, if given or made, such other information or representations must not be relied upon as having been authorized by either of the foregoing. Additional information will be made available to each prospective investor, including the benefit of a site visit to the City and the opportunity to ask questions of the Developer, as such prospective investor deems necessary in order to make an informed decision with respect to the purchase of the Bonds.

ENFORCEABILITY OF REMEDIES

The remedies available to the owners of the Bonds upon an event of default under the Indenture are in many respects dependent upon judicial actions, which are often subject to discretion and delay. See “BONDHOLDERS’ RISKS — Bondholders’ Remedies and Bankruptcy.” Under existing constitutional and statutory law and judicial decisions, including the federal bankruptcy code, the remedies specified by the Indenture and the Bonds may not be readily available or may be limited. The various legal opinions to be delivered concurrently with the delivery of the Bonds will be qualified, as to the enforceability of the remedies provided in the various legal instruments, by limitations imposed by governmental immunity, bankruptcy, reorganization, insolvency or other similar laws affecting the rights of creditors and enacted before or after such delivery, and by general principles of equity that permit the exercise of judicial discretion.

NO RATING

No application for a rating on the Bonds has been made to any rating agency, nor is there any reason to believe that the City would have been successful in obtaining an investment grade rating for the Bonds had application been made.

CONTINUING DISCLOSURE

The City

Pursuant to Rule 15c2-12 of the SEC (the “Rule”), the City, the PID Administrator and RBC Capital Markets, LLC, as dissemination agent (in such capacity, the “Dissemination Agent”), will enter into a Continuing Disclosure Agreement (the “Disclosure Agreement of Issuer”), for the benefit of the owners of the Bonds (including owners of beneficial interests in the Bonds), to provide, by certain dates prescribed in the Disclosure Agreement of Issuer, certain financial information and operating data relating to the City (collectively, the “City Reports”). The specific nature of the information to be contained in the City Reports is set forth in “APPENDIX E-1 — Form of Disclosure Agreement of Issuer.” Under certain circumstances, the failure of the City to comply with its obligations under the Disclosure Agreement of Issuer constitutes an event of default thereunder. Such a default will not constitute an event of default under the Indenture, but such event of default under the Disclosure Agreement of Issuer would allow the Owners of the Bonds (including owners of beneficial interests in the Bonds) to bring an action for specific performance.

The City has agreed to update information and to provide notices of certain specified events only as provided in the Disclosure Agreement of Issuer. The City has not agreed to provide other information that may be relevant or material to a complete presentation of its financial results of operations, condition, or prospects or agreed to update any information that is provided in this Limited Offering Memorandum, except as provided in the Disclosure Agreement of Issuer. The City makes no representation or warranty concerning such information or concerning its usefulness to a decision to invest in or sell the Bonds at any future date. The City disclaims any contractual or tort liability for damages resulting in whole or in part from any breach of the Disclosure Agreement of Issuer or from any statement made pursuant to the Disclosure Agreement of Issuer.

The City's Compliance with Prior Undertakings

During the last five years, the City has complied in all material respects with all continuing disclosure agreements made by the City in accordance with the Rule.

The Developer

Pursuant to the Rule, the Developer, the PID Administrator and the Dissemination Agent will enter into a Continuing Disclosure Agreement (the "Disclosure Agreement of Developer"), for the benefit of the owners of the Bonds (including owners of beneficial interests in the Bonds), to provide, by certain dates prescribed in the Disclosure Agreement of Developer, certain information regarding the Development and the Major Improvement Area Projects (collectively, the "Developer Reports"). The specific nature of the information to be contained in the Developer Reports is set forth in "APPENDIX E-2 — Form of Disclosure Agreement of Developer." Under certain circumstances, the failure of the Developer or the PID Administrator to comply with its obligations under the Disclosure Agreement of Developer constitutes an event of default thereunder. Such a default will not constitute an event of default under the Indenture, but such event of default under the Disclosure Agreement of Developer would allow the Owners of the Bonds (including owners of beneficial interests in the Bonds) to bring an action for specific performance.

The Developer has agreed to provide (i) certain updated information to the PID Administrator, which consultant will prepare and provide such updated information in report form and (ii) notices of certain specified events, only as provided in the Disclosure Agreement of Developer. The Developer has not agreed to provide other information that may be relevant or material to a complete presentation of its financial results of operations, condition, or prospects or agreed to update any information that is provided in this Limited Offering Memorandum, except as provided in the Disclosure Agreement of Developer. The Developer makes no representation or warranty concerning such information or concerning its usefulness to a decision to invest in or sell the Bonds at any future date. The Developer disclaims any contractual or tort liability for damages resulting in whole or in part from any breach of the Disclosure Agreement of Developer or from any statement made pursuant to the Disclosure Agreement of Developer.

The Developer's Compliance with Prior Undertakings

During the last five years, the Developer has complied in all material respects with all continuing disclosure agreements made by the Developer in accordance with the Rule.

UNDERWRITING

FMSbonds, Inc. (the "Underwriter") has agreed to purchase the Bonds from the City at a purchase price of \$_____ (the par amount of the Bonds, less a reoffering discount of \$_____ and less an underwriting discount of \$_____). The Underwriter's obligations are subject to certain conditions precedent and if obligated to purchase any of the Bonds the Underwriter will be obligated to purchase all of the Bonds. The Bonds may be offered and sold by the Underwriter at prices lower than the initial offering prices stated on the inside cover page hereof, and such initial offering prices may be changed from time to time by the Underwriter.

Additionally, there are no assurances that if a secondary market for the Bonds were to develop, that it will not be disrupted by events including, but not limited to, the current pandemic associated with the COVID-19 virus. Consequently, investors may not be able to resell the Bonds purchased should they need or wish to do so for emergency or other purposes. See "BONDHOLDERS' RISKS — Infectious Disease Outbreak" herein.

REGISTRATION AND QUALIFICATION OF BONDS FOR SALE

The sale of the Bonds has not been registered under the Securities Act of 1933, as amended, in reliance upon the exemption provided thereunder by Section 3(a)(2); and the Bonds have not been qualified under the Securities Act of 1933 in reliance upon various exemptions contained therein; nor have the Bonds been qualified under the securities acts of any other jurisdiction. The City assumes no responsibility for qualification of the Bonds under the securities laws of any jurisdiction in which the Bonds may be sold, assigned, pledged, hypothecated or otherwise transferred. This disclaimer of responsibility for qualification for sale or other disposition of the Bonds shall not be construed as an interpretation of any kind with regard to the availability of any exemption from securities registration provisions.

It is the obligation of the Underwriters to register or qualify the sale of the Bonds under the securities laws of any jurisdiction which so requires. The City agrees to cooperate, at the Underwriter's written request and sole expense, in registering or qualifying the Bonds or in obtaining an exemption from registration or qualification in any state where such action is necessary; provided, however, that the City shall not be required to qualify as a foreign corporation or to execute a general or special consent to service of process in any jurisdiction.

LEGAL INVESTMENTS AND ELIGIBILITY TO SECURE PUBLIC FUNDS IN TEXAS

The PID Act and Section 1201.041 of the Public Security Procedures Act (Chapter 1201, Texas Government Code, as amended) provide that the Bonds are negotiable instruments and investment securities governed by Chapter 8, Texas Business and Commerce Code, as amended, and are legal and authorized investments for insurance companies, fiduciaries, trustees, or for the sinking funds of municipalities or other political subdivisions or public agencies of the State. With respect to investment in the Bonds by municipalities or other political subdivisions or public agencies of the State, the PFIA requires that the Bonds be assigned a rating of at least "A" or its equivalent as to investment quality by a national rating agency. See "NO RATING" above. In addition, the PID Act and various provisions of the Texas Finance Code provide that, subject to a prudent investor standard, the Bonds are legal investments for state banks, savings banks, trust companies with capital of one million dollars or more, and savings and loan associations. The Bonds are eligible to secure deposits to the extent of their market value. No review by the City has been made of the laws in other states to determine whether the Bonds are legal investments for various institutions in those states. No representation is made that the Bonds will be acceptable to public entities to secure their deposits or acceptable to such institutions for investment purposes.

The City made no investigation of other laws, rules, regulations or investment criteria which might apply to such institutions or entities or which might limit the suitability of the Bonds for any of the foregoing purposes or limit the authority of such institutions or entities to purchase or invest in the Bonds for such purposes.

INVESTMENTS

The City invests its funds in investments authorized by State law in accordance with investment policies approved by the City Council. Both State law and the City's investment policies are subject to change.

Legal Investments

Under State law, the City is authorized to make investments meeting the requirements of the PFIA, which currently include (1) obligations, including letters of credit, of the United States or its agencies and instrumentalities, including the Federal Home Loan Banks; (2) direct obligations of the State or its agencies and instrumentalities; (3) collateralized mortgage obligations directly issued by a federal agency or instrumentality of the United States, the underlying security for which is guaranteed by an agency or instrumentality of the United States; (4) other obligations, the principal and interest of which is guaranteed or insured by or backed by the full faith and credit of, the State or the United States or their respective agencies and instrumentalities, including obligations that are fully guaranteed or insured by the Federal Deposit Insurance Corporation or by the explicit full faith and credit of the United States; (5) obligations of states, agencies, counties, cities, and other political subdivisions of any state rated as to investment quality by a nationally recognized investment rating firm not less than "A" or its equivalent; (6) bonds issued, assumed or guaranteed by the State of Israel; (7) interest-bearing banking deposits that are guaranteed or insured by the Federal Deposit Insurance Corporation or its successor, or the National Credit Union Share Insurance Fund or its successor; (8) interest-bearing banking deposits other than those described by clause (7) if (A) the funds invested in the banking deposits are invested through: (i) a broker with a main office or branch office in this state that the City selects from a list the governing body or designated investment committee of the City adopts as required by Section 2256.025, Texas

Government Code; or (ii) a depository institution with a main office or branch office in this state that the City selects; (B) the broker or depository institution selected as described by (A) above arranges for the deposit of the funds in the banking deposits in one or more federally insured depository institutions, regardless of where located, for the City's account; (C) the full amount of the principal and accrued interest of the banking deposits is insured by the United States or an instrumentality of the United States; and (D) the City appoints as the City's custodian of the banking deposits issued for the City's account: (i) the depository institution selected as described by (A) above; (ii) an entity described by Section 2257.041(d), Texas Government Code; or (iii) a clearing broker dealer registered with the SEC and operating under SEC Rule 15c3-3; (9) (i) certificates of deposit or share certificates meeting the requirements of the PFIA that are issued by an institution that has its main office or a branch office in the State and are guaranteed or insured by the Federal Deposit Insurance Corporation or the National Credit Union Share Insurance Fund, or their respective successors, or are secured as to principal by obligations described in clauses (1) through (8) or in any other manner and provided for by law for City deposits, or (ii) certificates of deposits where (a) the funds are invested by the City through (A) a broker that has its main office or a branch office in the State and is selected from a list adopted by the City as required by law, or (B) a depository institution that has its main office or branch office in the State that is selected by the City, (b) the broker or the depository institution selected by the City arranges for the deposit of the funds in certificates of deposit in one or more federally insured depository institutions, wherever located, for the account of the City, (c) the full amount of the principal and accrued interest of each of the certificates of deposit is insured by the United States or an instrumentality of the United States, and (d) the City appoints the depository institution selected under (a) above, a custodian as described by Section 2257.041(d) of the Texas Government Code, or a clearing broker-dealer registered with the SEC and operating pursuant to SEC Rule 15c3-3 (17 C.F.R. Section 240.15c3-3) as custodian for the City with respect to the certificates of deposit; (10) fully collateralized repurchase agreements that have a defined termination date, are secured by a combination of cash and obligations described in clause (1) above or clause (12) below, require the securities being purchased by the City or cash held by the City to be pledged to the City, held in the City's name, and deposited at the time the investment is made with the City or with a third party selected and approved by the City, and are placed through a primary government securities dealer, as defined by the Federal Reserve, or a financial institution doing business in the State; (11) certain bankers' acceptances with the remaining term of 270 days or less, if the short-term obligations of the accepting bank or its parent are rated at least "A-1" or "P-1" or the equivalent by at least one nationally recognized credit rating agency; (12) commercial paper with a stated maturity of 365 days or less that is rated at least "A-1" or "P-1" or the equivalent by either (a) two nationally recognized credit rating agencies or (b) one nationally recognized credit rating agency if the paper is fully secured by an irrevocable letter of credit issued by a U.S. or state bank; (13) no-load money market mutual funds registered with and regulated by the United States SEC that provide the City with a prospectus and other information required by the Securities Exchange Act of 1934 or the Investment Company Act of 1940 and that comply with federal SEC Rule 2a-7 (17 C.F.R. Section 270.2a-7), promulgated under the Investment Company Act of 1940 (15 U.S.C. Section 80a-1 et seq.); and (14) no-load mutual funds registered with the SEC that have an average weighted maturity of less than two years, and either (a) a duration of one year or more and invest exclusively in obligations described in under this heading, or (b) a duration of less than one year and the investment portfolio is limited to investment grade securities, excluding asset-backed securities. In addition, bond proceeds may be invested in guaranteed investment contracts that have a defined termination date and are secured by obligations, including letters of credit, of the United States or its agencies and instrumentalities, other than the prohibited obligations described below, in an amount at least equal to the amount of bond proceeds invested under such contract and are pledged to the City and deposited with the City or a third party selected and approved by the City.

The City may invest in such obligations directly or through government investment pools that invest solely in such obligations provided that the pools are rated no lower than "AAA" or "AAAm" or an equivalent by at least one nationally recognized rating service. The City may also contract with an investment management firm registered under the Investment Advisers Act of 1940 (15 U.S.C. Section 80b-1 et seq.) or with the State Securities Board to provide for the investment and management of its public funds or other funds under its control for a term up to two years, but the City retains ultimate responsibility as fiduciary of its assets. In order to renew or extend such a contract, the City must do so by order, ordinance, or resolution. The City is specifically prohibited from investing in: (1) obligations whose payment represents the coupon payments on the outstanding principal balance of the underlying mortgage-backed security collateral and pays no principal; (2) obligations whose payment represents the principal stream of cash flow from the underlying mortgage-backed security and bears no interest; (3) collateralized mortgage obligations that have a stated final maturity of greater than ten (10) years; and (4) collateralized mortgage obligations the interest rate of which is determined by an index that adjusts opposite to the changes in a market index.

Political subdivisions such as the City are authorized to implement securities lending programs if (i) the securities loaned under the program are 100% collateralized, a loan made under the program allows for termination at

any time and a loan made under the program is either secured by (a) obligations that are described in clauses (1) through (8) above, (b) irrevocable letters of credit issued by a state or national bank that is continuously rated by a nationally recognized investment rating firm at not less than “A” or its equivalent or (c) cash invested in obligations described in clauses (1) through (8) above, clauses (12) through (14) above, or an authorized investment pool; (ii) securities held as collateral under a loan are pledged to the City, held in the City’s name and deposited at the time the investment is made with the City or a third party designated by the City; (iii) a loan made under the program is placed through either a primary government securities dealer or a financial institution doing business in the State; and (iv) the agreement to lend securities has a term of one year or less.

Investment Policies

Under State law, the City is required to invest its funds under written investment policies that primarily emphasize safety of principal and liquidity; that address investment diversification, yield, maturity, and the quality and capability of investment management; and that include a list of authorized investments for City funds, the maximum allowable stated maturity of any individual investment, the maximum average dollar-weighted maturity allowed for pooled fund groups, methods to monitor the market price of investments acquired with public funds, a requirement for settlement of all transactions, except investment pool funds and mutual funds, on a delivery versus payment basis, and procedures to monitor rating changes in investments acquired with public funds and the liquidation of such investments consistent with the PFIA. All City funds must be invested consistent with a formally adopted “Investment Strategy Statement” that specifically addresses each fund’s investment. Each Investment Strategy Statement will describe its objectives concerning: (1) suitability of investment type, (2) preservation and safety of principal, (3) liquidity, (4) marketability of each investment, (5) diversification of the portfolio, and (6) yield.

Under State law, the City’s investments must be made “with judgment and care, under prevailing circumstances, that a person of prudence, discretion, and intelligence would exercise in the management of the person’s own affairs, not for speculation, but for investment considering the probable safety of capital and the probable income to be derived.” At least quarterly the City’s investment officers must submit an investment report to the City Council detailing: (1) the investment position of the City, (2) that all investment officers jointly prepared and signed the report, (3) the beginning market value, the ending market value and the fully accrued interest for the reporting period of each pooled fund group, (4) the book value and market value of each separately listed asset at the end of the reporting period, (5) the maturity date of each separately invested asset, (6) the account or fund or pooled fund group for which each individual investment was acquired, and (7) the compliance of the investment portfolio as it relates to: (a) adopted investment strategies and (b) State law. No person may invest City funds without express written authority from the City Council.

Additional Provisions

Under State law, the City is additionally required to: (1) annually review its adopted policies and strategies; (2) adopt by written instrument a rule, order, ordinance or resolution stating that it has reviewed its investment policy and investment strategies and records any changes made to either its investment policy or investment strategy in the respective rule, order, ordinance or resolution; (3) require any investment officers with personal business relationships or relatives with firms seeking to sell securities to the City to disclose the relationship and file a statement with the Texas Ethics Commission and the City Council; (4) require the qualified representative of firms offering to engage in an investment transaction with the City to: (a) receive and review the City’s investment policy, (b) acknowledge that reasonable controls and procedures have been implemented to preclude investment transactions conducted between the City and the business organization that are not authorized by the City’s investment policy (except to the extent that this authorization is dependent on an analysis of the makeup of the entity’s entire portfolio, requires an interpretation of subjective investment standards or relates to investment transactions of the entity that are not made through accounts or other contractual arrangements over which the business organization has accepted discretionary investment authority), and (c) deliver a written statement in a form acceptable to the City and the business organization attesting to these requirements; (5) in conjunction with its annual financial audit, perform a compliance audit of the management controls on investments and adherence to the City’s investment policy; (6) provide specific investment training for the Treasurer, chief financial officer and investment officers; (7) restrict reverse repurchase agreements to not more than ninety (90) days and restrict the investment of reverse repurchase agreement funds to no greater than the term of the reverse purchase agreement; (8) restrict the investment in no-load mutual funds in the aggregate to no more than fifteen percent (15%) of the City’s monthly average fund balance, excluding bond proceeds and reserves and other funds held for debt service; (9) require local government investment pools to conform to the new disclosure,

rating, net asset value, yield calculation, and advisory board requirements; and (10) at least annually review, revise and adopt a list of qualified brokers that are authorized to engage in investment transactions with the City.

INFORMATION RELATING TO THE TRUSTEE

The City has appointed BOKF, NA, a national banking association organized under the laws of the United States, to serve as Trustee. The Trustee is to carry out those duties assignable to it under the Indenture. Except for the contents of this section, the Trustee has not reviewed or participated in the preparation of this Limited Offering Memorandum and assumes no responsibility for the contents, accuracy, fairness or completeness of the information set forth in this Limited Offering Memorandum or for the recitals contained in the Indenture or the Bonds, or for the validity, sufficiency, or legal effect of any of such documents.

Furthermore, the Trustee has no oversight responsibility, and is not accountable, for the use or application by the City of any of the Bonds authenticated or delivered pursuant to the Indenture or for the use or application of the proceeds of such Bonds by the City. The Trustee has not evaluated the risks, benefits, or propriety of any investment in the Bonds and makes no representation, and has reached no conclusions, regarding the value or condition of any assets or revenues pledged or assigned as security for the Bonds, the technical or financial feasibility of the project, or the investment quality of the Bonds, about all of which the Trustee expresses no opinion and expressly disclaims the expertise to evaluate.

Additional information about the Trustee may be found at its website at www.bokfinancial.com. Neither the information on the Trustee's website, nor any links from that website, is a part of this Limited Offering Memorandum, nor should any such information be relied upon to make investment decisions regarding the Bonds.

SOURCES OF INFORMATION

General

The information contained in this Limited Offering Memorandum has been obtained primarily from the City's records, the Developer and its representatives and other sources believed to be reliable. In accordance with its responsibilities under the federal securities law, the Underwriter has reviewed the information in this Limited Offering Memorandum in accordance with, and as part of, its responsibilities to investors under the federal securities laws as applied to the facts and circumstances of the transaction, but the Underwriter does not guarantee the accuracy or completeness of such information. The information and expressions of opinion herein are subject to change without notice, and neither the delivery of this Limited Offering Memorandum or any sale hereunder will create any implication that there has been no change in the financial condition or operations of the City or the Developer described herein since the date hereof. This Limited Offering Memorandum contains, in part, estimates and matters of opinion that are not intended as statements of fact, and no representation or warranty is made as to the correctness of such estimates and opinions or that they will be realized. The summaries of the statutes, resolutions, ordinances, indentures and engineering and other related reports set forth herein are included subject to all of the provisions of such documents. These summaries do not purport to be complete statements of such provisions and reference is made to such documents for further information.

Developer

The information contained in this Limited Offering Memorandum relating to the description of the Developer, the Development and the Authorized Improvements generally and, in particular, the information included in any of the maps herein and in the sections captioned "PLAN OF FINANCE — Development Plan," "— Single-Family Residential Development," "— Additional Indebtedness," "THE AUTHORIZED IMPROVEMENTS," "THE DEVELOPMENT," "THE DEVELOPER," "BONDHOLDERS' RISKS" (only as it pertains to the Developer, the Authorized Improvements and the Development), "LEGAL MATTERS — Litigation — The Developer," and "CONTINUING DISCLOSURE — The Developer" and "— The Developer's Compliance with Prior Undertakings," "APPENDIX E-2" and "APPENDIX F" has been provided by the Developer, and the Developer warrants and represents that the information contained herein is true and correct and does not contain any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements made herein, in the light of the circumstances under which they were made, not misleading. At the time of delivery of the Bonds to the Underwriter, the Developer will deliver a certificate to this effect to the City and the Underwriter.

Experts

The information regarding the Service and Assessment Plan in this Limited Offering Memorandum has been provided by P3Works, LLC and has been included in reliance upon the authority of such firm as experts in the field of assessment allocation/methodology and district administration.

The information regarding the Appraisal in this Limited Offering Memorandum, which is subject to the assumptions, hypothetical conditions and qualifications set forth therein, has been provided by Barletta & Associates, Inc., and has been included in reliance upon the authority of such firm as experts in the field of the appraisal of real property. Barletta & Associates, Inc. has consented to the inclusion of the Appraisal herein.

Updating of Limited Offering Memorandum

If, subsequent to the date of the Limited Offering Memorandum, the City learns, through the ordinary course of business and without undertaking any investigation or examination for such purposes, or is notified by the Underwriter, of any adverse event which causes the Limited Offering Memorandum to be materially misleading, and unless the Underwriter elects to terminate its obligation to purchase the Bonds, the City will promptly prepare and supply to the Underwriter an appropriate amendment or supplement to the Limited Offering Memorandum satisfactory to the Underwriter; provided, however, that the obligation of the City to so amend or supplement the Limited Offering Memorandum will terminate when the City delivers the Bonds to the Underwriter, unless the Underwriter notifies the City on or before such date that less than all of the Bonds have been sold to ultimate customers; in which case the City's obligations hereunder will extend for an additional period of time (but not more than ninety (90) days after the date the City delivers the Bonds) until all of the Bonds have been sold to ultimate customers.

FORWARD-LOOKING STATEMENTS

Certain statements included or incorporated by reference in this Limited Offering Memorandum constitute "forward-looking statements" within the meaning of the United States Private Securities Litigation Reform Act of 1995, Section 21E of the United States Securities Exchange Act of 1934, as amended, and Section 27A of the Securities Act. Such statements are generally identifiable by the terminology used such as "plan," "expect," "estimate," "project," "anticipate," "budget" or other similar words.

THE ACHIEVEMENT OF CERTAIN RESULTS OR OTHER EXPECTATIONS CONTAINED IN SUCH FORWARD-LOOKING STATEMENTS INVOLVE KNOWN AND UNKNOWN RISKS, UNCERTAINTIES AND OTHER FACTORS WHICH MAY CAUSE ACTUAL RESULTS, PERFORMANCE OR ACHIEVEMENTS DESCRIBED TO BE MATERIALLY DIFFERENT FROM ANY FUTURE RESULTS, PERFORMANCE OR ACHIEVEMENTS EXPRESSED OR IMPLIED BY SUCH FORWARD-LOOKING STATEMENTS. THE CITY DOES NOT PLAN TO ISSUE ANY UPDATES OR REVISIONS TO THOSE FORWARD-LOOKING STATEMENTS IF OR WHEN ANY OF ITS EXPECTATIONS, OR EVENTS, CONDITIONS OR CIRCUMSTANCES ON WHICH SUCH STATEMENTS ARE BASED OCCUR, OTHER THAN AS DESCRIBED UNDER "CONTINUING DISCLOSURE" HEREIN.

AUTHORIZATION AND APPROVAL

The City Council approved the form and content of this Preliminary Limited Offering Memorandum and the use thereof by the Underwriter in connection with the marketing and sale of the Bonds. In the Bond Ordinance, the City Council will approve the form and content of the final Limited Offering Memorandum.

CITY OF KYLE, TEXAS

Mayor

ATTEST:

City Secretary

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APPENDIX A

GENERAL INFORMATION REGARDING THE CITY AND SURROUNDING AREA

The following information has been provided for informational purposes only.

General Information

The City is a political subdivision and municipal corporation of the State of Texas (the “State”), duly organized and existing under the laws of the State including the City’s Home Rule Charter, initially adopted by the qualified voters of the City in the year 2000, and as amended in 2006, 2016, 2018 and 2020. The City operates as a home rule municipality under a Council-Manager form of government with a City Council comprised of the Mayor and six Council Members. The City Manager is the chief executive officer for the City.

The City is located in Hays County along Interstate Highway 35. It is located approximately eight (8) miles north of the City of San Marcos, twenty (20) miles south of the City of Austin and sixty (60) miles north of the City of San Antonio. The City covers approximately 31.25 square miles. The City’s 2010 census population was 28,016, and the City has estimated that its 2021 population is 58,500.

Historical Employment in Hays County and the City

Hays County

	Average Annual				
	2021 ⁽¹⁾⁽²⁾	2020 ⁽²⁾	2019	2018	2017
Civilian Labor Force	129,627	121,304	120,848	116,141	110,693
Total Employed	125,659	113,639	117,494	112,689	107,183
Total Unemployed	3,968	7,665	3,354	3,452	3,510
Unemployment Rate	3.1%	6.3%	2.8%	3.0%	3.2%

⁽¹⁾ Data through December 2021.

⁽²⁾ The COVID-19 Pandemic has negatively affected travel, commerce, employment rates and financial markets globally, and is widely expected to continue negatively affecting economic growth and financial markets worldwide. See “BONDHOLDERS’ RISKS — Infectious Disease Outbreak.”

Source: Texas Labor Market Information.

The City

	Average Annual				
	2021 ⁽¹⁾⁽²⁾	2020 ⁽²⁾	2019	2018	2017
Civilian Labor Force	27,497	25,783	25,647	24,657	22,613
Total Employed	26,668	24,117	24,936	23,952	21,935
Total Unemployed	829	1,666	711	705	678
Unemployment Rate	3.0%	6.5%	2.8%	2.9%	3.0%

⁽¹⁾ Data through December 2021.

⁽²⁾ The COVID-19 Pandemic has negatively affected travel, commerce, employment rates and financial markets globally, and is widely expected to continue negatively affecting economic growth and financial markets worldwide. See “BONDHOLDERS’ RISKS — Infectious Disease Outbreak.”

Source: Texas Labor Market Information.

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Major Employers in the City

The major employers in the City are set forth in the table below.

<u>Employer</u>	<u>Employees</u>	<u>Percentage of Total City Employment</u>
Hays County Independent School District	2,383	11.45%
Seton Medical Center Hays	610	2.93%
The City	251	6.09%
HEB Plus	208	1.00%
Legend Oaks Healthcare & Rehabilitation	116	0.56%
Lowes	108	0.52%
Warm Springs Rehab Hospital	100	0.48%
Home Depot	100	0.48%
Austin Community College at Hays	80	0.38%
RSI, Inc	58	0.28%
Construction Metal Products	40	0.19%
Southwestern Pneumatic	40	0.19%
Miscellaneous Steel Industries	30	0.14%
Total	4,124	25.00%

Source: The City's Comprehensive Annual Financial Report for the year ended September 30, 2020.

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Surrounding Economic Activity

The major employers of municipalities surrounding the City are set forth in the table below.

City of San Marcos, TX		City of New Braunfels, TX		City of Seguin, TX		City of Buda, TX	
Approximately 10 Miles from the City		Approximately 30 Miles from the City		Approximately 30 Miles from the City		Approximately 8 Miles from the City	
Employer	Employees	Employer	Employees	Employer	Employees	Employer	Employees
Texas State University	3,730	Comal ISD	2,895	Texas Power Systems/CAT	2,000	Wal-Mart	325
Amazon	2,200	Schlitterbahn Water Park	2,100	Continental AG (Motorola)	1,500	US Foods	300
San Marcos Premium Outlets	1,600	Wal-Mart Distribution Center	1,250	Seguin ISD	1,045	Capital Excavation	300
Tanger Factory Outlets	1,540	New Braunfels ISD	1,188	CMC Steel	900	Dynamic Systems	200
San Marcos CISD	1,400	City of New Braunfels	812	Guadalupe Regional Medical Center	765	Fat Quarter Shop	160
Hays County	885	Sysco	810	Tyson Foods	750	Texas Lehigh	160
City of San Marcos	817	Hunter Industries-Colorado Materials	730	Guadalupe County	650	ProBuild	130
HEB Distribution Center	750	Comal County	681	Texas Lutheran University	440	Cabela's	120
Central Texas Medical Center	675	HD Supply	538	HEB	429	Cap City Steel	100
CFAN	600	Rush Enterprises	518	Wal-Mart Supercenter	400	Jardines	75

City of Schertz, TX	
Approximately 45 Miles from the City	
Employer	Employees
Schertz/Cibola/UC ISD	1,992
Amazon.com	900
Sysco Central Texas	806
Visionworks	593
FedEx Group	580
The Brandt Companies, LLC	537
HEB Grocery Co.	500
Republic Beverage Company	413
City of Schertz	392
FedEx Freight	325

City of Austin, TX	
Approximately 20 Miles from the City	
Employer	Employees
State Government	38,589
University of Texas at Austin	27,426
City of Austin	14,471
HEB	13,901
Federal Government	13,400
Dell Computer Corporation	13,000
Austin ISD	11,098
St. David's Healthcare	10,665
Ascension Seton	10,513
Samsung Austin Semiconductor	8,935

Source: Municipal Advisory Council of Texas

APPENDIX B
FORM OF INDENTURE

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APPENDIX C
FORM OF SERVICE AND ASSESSMENT PLAN

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APPENDIX D
FORM OF OPINION OF BOND COUNSEL

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APPENDIX E-1

FORM OF DISCLOSURE AGREEMENT OF ISSUER

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APPENDIX E-2

FORM OF DISCLOSURE AGREEMENT OF DEVELOPER

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APPENDIX F

FINANCING AND REIMBURSEMENT AGREEMENT AND FORM OF FIRST AMENDMENT

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APPENDIX G
APPRAISAL OF THE DISTRICT

INDENTURE OF TRUST

By and Between

CITY OF KYLE, TEXAS

and

**BOKF, NA,
as Trustee**

DATED AS OF MARCH 15, 2022

SECURING

\$_____,000

CITY OF KYLE, TEXAS

**SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2022
(PLUM CREEK NORTH PUBLIC IMPROVEMENT DISTRICT
MAJOR IMPROVEMENT AREA PROJECT)**

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INDENTURE OF TRUST

THIS INDENTURE OF TRUST, dated as of March 15, 2022 is by and between the CITY OF KYLE, TEXAS (the “City”), and BOKF, NA, as trustee (together with its successors, the “Trustee”). Capitalized terms used in the preambles, recitals and granting clauses and not otherwise defined shall have the meanings assigned thereto in Article I.

WHEREAS, a petition (the “Petition”) was submitted by Lennar Homes of Texas Land and Construction, Ltd., a Texas limited partnership, and filed with the City Secretary of the City (the “City Secretary”) on August 1, 2017, pursuant to the Public Improvement District Assessment Act, Texas Local Government Code, Chapter 372, as amended (the “PID Act”), requesting the creation of a public improvement district located in the City to be known as the Plum Creek North Public Improvement District (the “District”); 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 District; and

WHEREAS, on April 16, 2019, after due notice, the City Council of the City (“City Council”) held a public hearing in the manner required by law on the advisability of the improvement projects and services described in the Petition as required by Section 372.009 of the PID Act; and

WHEREAS, the City Council made the findings required by Section 372.009(b) of the PID Act and, by Resolution No. 1139 adopted by a majority of the members of the City Council, authorized the creation of the District in accordance with its finding as to the advisability of the improvement projects and services; and

WHEREAS, on May 8, 2019 the City published notice of its authorization of the creation of the District in the *Hays Free Press*, a newspaper of general circulation in the City; and

WHEREAS, no written protests of the creation of the District from any owners of record of property within the District were filed with the City Secretary within 20 days after May 8, 2019; and

WHEREAS, the City Council, pursuant to Section 372.016 of the PID Act, filed proposed “Assessment Rolls” for the District with the City Secretary and made the proposed Assessment Rolls subject to public inspection, and also directed and caused the City Secretary to publish notice of a public hearing on November 3, 2021 in the *Hays Free Press*, a newspaper of general circulation in the City, for the consideration of the proposed “Improvement Area #1 Assessments” and the “Major Improvement Area Assessments” (collectively, the “Assessments”) and the “Original Service and Assessment Plan” (as defined herein), and to, on the same date, mail notice of the public hearing to the last known address of each property owner liable for such assessments; and

WHEREAS, on November 16, 2021, the City Council convened the public hearing, and at such public hearing all persons who appeared, or requested to appear, in person or by their attorney, were given the opportunity to make any objection to the proposed Assessment Rolls and the Assessments; and

WHEREAS, at the November 16, 2021 public hearing referenced above, there were no written objections or evidence submitted to the City Secretary in opposition to the Original Service and Assessment Plan, the allocation of Actual Costs (defined herein), the Assessment Rolls, or the levy of the Assessments; and

WHEREAS, after considering all written and documentary evidence presented at the hearing, including all written comments and statements filed with the City Secretary or the City, the City Council closed the hearing; and

WHEREAS, on November 16, 2021, the City approved and accepted the Original Service and Assessment Plan in conformity with the requirements of the PID Act and adopted Ordinance No. 1174 (the “*Assessment Ordinance*”) and therein levied the Improvement Area #1 Assessments and Major Improvement Area Assessments; and

WHEREAS, the City Council is authorized by the PID Act to issue its revenue bonds payable from the Major Improvement Area Assessments for the purposes of (i) paying a portion of the Actual Costs of the Major Improvement Area Projects (defined herein), (ii) paying capitalized interest on the Bonds (defined herein) during and after the period of acquisition and construction of the Major Improvement Area Projects, (iii) funding a reserve account for payment of principal and interest on the Bonds, (iv) paying a portion of the Actual Costs incidental to the organization and administration of the District, and (v) paying costs of issuance of the Bonds; and

WHEREAS, the City Council, in accordance with the PID Act, on March 22, 2022, approved and adopted the Amended and Restated Service and Assessment Plan for the District (the “*Service and Assessment Plan*”), which amends and restates the Original Service and Assessment Plan in its entirety; and

WHEREAS, the City Council now desires to issue revenue bonds, in accordance with the PID Act, such series of Bonds (defined herein) to be entitled “City of Kyle, Texas Special Assessment Revenue Bonds, Series 2022 (Plum Creek North Public Improvement District Major Improvement Area Project)” (the “*Bonds*”), such Bonds being payable solely from the Trust Estate (defined herein), consisting primarily of the Major Improvement Area Assessment Revenue (defined herein) and other funds pledged under this Indenture to the payment of Bonds and for the purposes set forth in the preamble of this Indenture; and

WHEREAS, the Trustee has agreed to accept the trusts herein created and to serve as Trustee upon the terms set forth in this Indenture.

NOW, THEREFORE, the City, in consideration of the foregoing premises and acceptance by the Trustee of the trusts herein created, of the purchase and acceptance of the Bonds by the Owners (defined herein) thereof, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby GRANT, CONVEY, PLEDGE, TRANSFER, ASSIGN, and DELIVER to the Trustee for the benefit of the Owners, a security

interest in all of the moneys, rights and properties described in the Granting Clauses hereof, as follows (collectively, the “*Trust Estate*”):

FIRST GRANTING CLAUSE

The Pledged Revenues and all moneys and investments held in the Pledged Funds, including any contract or any evidence of indebtedness related thereto or other rights of the City to receive any of such moneys or investments, whether now existing or hereafter coming into existence, and whether now or hereafter acquired; and

SECOND GRANTING CLAUSE

Any and all other property or money of every name and nature which is, from time to time hereafter by delivery or by writing of any kind, conveyed, pledged, assigned or transferred to the Trustee as additional security hereunder by the City or by anyone on its behalf or with its written consent, and the Trustee is hereby authorized to receive any and all such property or money at any and all times and to hold and apply the same subject to the terms thereof; and

THIRD GRANTING CLAUSE

Any and all proceeds and products of the foregoing property described in the above granting clauses;

TO HAVE AND TO HOLD the Trust Estate, whether now owned or hereafter acquired, unto the Trustee and its successors or assigns;

IN TRUST NEVERTHELESS, upon the terms and trusts herein set forth for the equal and ratable benefit of all present and future Owners of the Bonds from time to time issued under and secured by this Indenture, and for enforcement of the payment of the Bonds in accordance with their terms, and for the performance of and compliance with the obligations, covenants, and conditions of this Indenture;

PROVIDED, HOWEVER, if and to the extent that Major Improvement Area Assessments have been prepaid, the lien on the real property associated with such Prepayment shall be released and the rights of the Trustee and Owners under this Indenture to proceed against the City for the purpose of protecting and enforcing the rights of the Owners with respect to such released real property shall terminate;

FURTHER PROVIDED, HOWEVER, if the City or its assigns shall well and truly pay, or cause to be paid, the principal or redemption price of and the interest on all the Bonds at the times and in the manner stated in the Bonds, according to the true intent and meaning thereof, then this Indenture and the rights hereby granted shall cease, terminate and be void; otherwise, this Indenture is to be and remain in full force and effect; and

IN ADDITION, the Bonds are special obligations of the City payable solely from the Trust Estate, as and to the extent provided in this Indenture. The Bonds do not give rise to a charge against the general credit or taxing powers of the City and are not payable except as provided in this Indenture. Notwithstanding anything to the contrary herein, the Owners shall never have the

right to demand payment thereof out of any funds of the City other than the Trust Estate. The City shall have no legal or moral obligation to pay for the Bonds out of any funds of the City other than the Trust Estate.

THIS INDENTURE FURTHER WITNESSETH, and it is expressly declared, that all Bonds issued and secured hereunder are to be issued, authenticated, and delivered and the Trust Estate hereby created, assigned, and pledged is to be dealt with and disposed of under, upon and subject to the terms, conditions, stipulations, covenants, agreements, trusts, uses, and purposes as hereinafter expressed, and the City has agreed and covenanted, and does hereby agree and covenant, with the Trustee and with the respective Owners from time to time of the Bonds as follows:

ARTICLE I DEFINITIONS, FINDINGS, AND INTERPRETATION

Section 1.1. Definitions.

Unless otherwise expressly provided or unless the context clearly requires otherwise in this Indenture, the following terms shall have the meanings specified below:

“*Account*” means any of the accounts established pursuant to Section 6.1 of this Indenture.

“*Actual Costs*” means, with respect to Major Improvement Area Projects, the actual costs paid or incurred by or on behalf of the Developer: (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.

“*Additional Interest Rate*” means the incremental interest rate charged on the Major Improvement Area Assessments securing the Bonds, in excess of the interest rate charged on the Bonds, in the amount of one-half of one percent (0.50%) as authorized pursuant to the PID Act.

“*Additional Interest Reserve Account*” means the Account established pursuant to Section 6.1 hereof.

“Additional Interest Reserve Requirement” means, initially, an amount equal to 5.5% of the par amount of the Outstanding Bonds which will be funded from the payment of the Additional Interest deposited to the Additional Interest Reserve Account of the Reserve Fund.

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

“Administrative Fund” means that Fund established by Section 6.1 and administered pursuant to Section 6.9 hereof.

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

Amended and Restated Service and Assessment Plan” means the 2022 Amended and Restated Service and Assessment Plan, as such service and assessment plan is annually amended and restated, or otherwise updated, amended, or revised from time to time.

“Annual Collection Costs” means, with respect to the Major Improvement Area, the actual or budgeted costs 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 the Major Improvement Area Assessments and Annual Installments; (4) preparing and maintaining records with respect to the Major Improvement Area Assessment Roll and Annual Service Plan Updates; (5) issuing, paying, and redeeming the Bonds; (6) investing or depositing Major Improvement Area Assessments and Annual Installments; (7) complying with the Service and Assessment Plan and the PID Act with respect to the issuance and sale of the Bonds, including continuing disclosure requirements; and (8) the paying agent/registrar and Trustee in connection with the Bonds, including their respective legal counsel. Amounts collected for Annual Collection Costs but not expended in any year shall be carried forward and applied to reduce Annual Collection Costs for subsequent years.

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

“Annual Installment” means, with respect to the Major Improvement Area Assessments, the annual installment payments of a Major Improvement Area Assessment calculated by the Administrator and approved by the City Council, including: (i) principal; (ii) interest; (iii) Annual Collection Costs; and (iv) the Additional Interest.

“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.

“Applicable Laws” means the PID Act, and all other laws or statutes, rules, or regulations, and any amendments thereto, of the State of Texas or of the United States, by which the City and its powers, securities, operations, and procedures are, or may be, governed or from which its powers may be derived.

“Assessment Ordinance” means Ordinance No. 1174 adopted by the City Council on November 16, 2021 that levied the Assessments on the Improvement Area #1 Assessed Properties and the Major Improvement Area Assessed Properties.

“Authorized Denomination” means \$100,000 and any integral multiple of \$1,000 in excess thereof, notwithstanding the foregoing, Authorized Denominations shall also include Bonds issued in \$1,000 in principal amount and integral multiples of \$1,000 in the following instances: (A) any Bonds or any portion thereof that have been redeemed in part or (B) any Bonds or any portion thereof that have been defeased in part); *provided, however*, that upon receipt by the Paying Agent/Registrar of written evidence that the Bonds have received an Investment Grade Rating, Authorized Denomination shall mean \$1,000 or any integral multiple thereof, notwithstanding any subsequent downgrade, suspension or withdrawal of such rating.

“Authorized Improvements” means those public improvements, including the Major Improvements, Future Improvement Area Improvements, and the Improvement Area #1 Improvements, authorized by Section 372.003 of the PID Act, including but not limited to those listed in Section III and Exhibit C and depicted in Exhibits M and N of the Service and Assessment Plan.

“Bond Counsel” means Bickerstaff Heath Delgado Acosta LLP or any other attorney or firm of attorneys designated by the City that are nationally recognized for expertise in rendering opinions as to the legality and tax-exempt status of securities issued by public entities.

“Bond Date” means the date designated as the initial date of the Bonds by Section 3.2(a) of this Indenture.

“Bond Fund” means the Fund established pursuant to Section 6.1 and administered as provided in Section 6.4 hereof.

“Bond Ordinance” means Ordinance No. ____ adopted by the City Council on March 22, 2022, authorizing the issuance of the Bonds pursuant to this Indenture.

“Bond Year” means the one-year period beginning on September 1 in each year and ending on August 31 in the following year.

“Bonds” or *“Bond”* means those certain “City of Kyle, Texas, Special Assessment Revenue Bonds, Series 2022 (Plum Creek North Public Improvement District Major Improvement Area Project) that are secured by actual revenues received by or on behalf of the City from the collection of Major Improvement Area Assessments levied against Major Improvement Area Assessed Property, or the Annual Installments thereof, for the Major Improvement Area.

“*Business Day*” means any day other than a Saturday, Sunday, legal holiday, or day on which banking institutions in the city where the Designated Payment/Transfer Office of the Paying Agent/Registrar is located are required or authorized by law or executive order to close.

“*Certification for Payment*” means a certification for payment substantially in the forms of Exhibit C attached to the Financing Agreement, executed by Lennar Homes of Texas Land and Construction, Ltd., and submitted to the City and approved by the City Representative, specifying the amount of work performed and the Actual Costs thereof, and requesting payment for such Actual Costs from money on deposit in accounts of the Project Fund as further described in the Financing Agreement and Section 6.5 herein.

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

“*City Certificate*” means a certificate signed by the City Representative and delivered to the Trustee certifying that the Trustee is authorized to take the action specified in the City Certificate, and a form of City Certificate is included as *Exhibit B* to this Indenture.

“*City Council*” shall have the meaning ascribed to such term in the recitals hereof.

“*City Engineer*” means the civil engineer or firm of civil engineers selected by the City to perform the duties set forth herein and in the Financing Agreement.

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

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

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

“*Continuing Disclosure Agreements*” or “*Continuing Disclosure Agreement*” means both, or either of, the Continuing Disclosure Agreements by and between the City, the Administrator and the Dissemination Agent with respect to the Bonds, and by and between Lennar Homes of Texas Land and Construction, Ltd., the Administrator and the Dissemination Agent, with respect to the Bonds.

“*County*” means Hays County, Texas.

“*Defeasance Securities*” means Investment Securities then authorized by applicable law for the investment of funds to defease public securities.

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

“Designated Payment/Transfer Office” means (i) with respect to the initial Paying Agent/Registrar named in this Indenture, the transfer/payment office located in Houston, Texas, or such other location designated by the Paying Agent/Registrar and (ii) with respect to any successor Paying Agent/Registrar, the office of such successor designated and located as may be agreed upon by the City and such successor.

“Developer” means Lennar Homes of Texas Land and Construction, Ltd., a Texas limited partnership, and any successor and assigns.

“Development Agreement” means the Original Development Agreement, as amended by: (i) Addendum Number One between the City, Plum Creek Development Partners, Ltd. and Mountain Plum, Ltd., (ii) Addendum Number Two between the City, Plum Creek Development Partners, Ltd. and Mountain Plum, Ltd., (iii) Addendum Number Three between the City and Benchmark Land Development, Inc., on behalf of Plum Creek Development Partners, Inc., (iv) Addendum Number Four between the City, Plum Creek Development Partners, Ltd. and Mountain Plum, Ltd., and (v) Addendum Number Five between the City and the Developer.

“Dissemination Agent” means RBC Capital Markets, LLC, and its successors.

“District” shall have the meaning set forth in the first recital.

“DTC” means The Depository Trust Company of New York, New York, or any successor securities depository.

“DTC Participant” means brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations on whose behalf DTC was created to hold securities to facilitate the clearance and settlement of securities transactions.

“Event of Default” shall have the meaning, with respect to this Indenture, set forth in Section 11.1 hereof.

“Excess Additional Interest Reserve Amount” shall have the meaning set forth in Section 6.7(e) hereof.

“Financing Agreement” means the *“Plum Creek North Public Improvement District Financing and Reimbursement Agreement”* between the City and the Developer, dated as of November 16, 2021, and as amended on March 22, 2022, which provides, in part, for the deposit of proceeds from the issuance and sale of the Bonds and the Improvement Area #1 Bonds and the payment of Actual Costs of Authorized Improvements within the District, the issuance of bonds, the reimbursement of Actual Costs to the Developer from the proceeds of the Bonds and the Improvement Area #1 Bonds for funds advanced by the Developer and used to pay Actual Costs of Authorized Improvements and other matters related thereto.

“Foreclosure Proceeds” means the proceeds, including interest and penalty interest, received by the City from the enforcement of the Major Improvement Area Assessments against any Major Improvement Area Assessed Property or Major Improvement Area Assessed Properties, whether by foreclosure of lien or otherwise, but excluding and net of all Delinquent Collection Costs.

“*Fund*” means any of the funds established pursuant to Section 6.1 of this Indenture.

“*Future Improvement Area Assessments*” means assessments levied within a specific Future Improvement Area. The Future Improvement Area Assessments are not part of the Trust Estate, are not security for the Bonds, and will not be used to finance construction of the Major Improvement Area Projects.

“*Future Improvement Area Bonds*” means bonds issued to fund Future Improvement Area Improvements (or a portion thereof) in a Future Improvement Area. In connection with the Future Improvement Area Bonds, Future Improvement Area Assessments will be levied only on Parcels located within the Future Improvement Area in question.

“*Future Improvement Area Improvements*” means the Authorized Improvements that only benefit a specific Future Improvement Area.

“*Future Improvement Areas*” means a distinct portion of the Major Improvement Area that may be developed in a phase, as a separate and distinct improvement area, after Improvement Area #1.

“*Improvement Area #1*” means the area to be developed within the District, that is described by metes and bounds in Exhibit A-2 of the Service and Assessment Plan and generally depicted on the map in Exhibit B-2 to the Service and Assessment Plan.

“*Improvement Area #1 Assessed Property*” means each respective Parcel of land located within Improvement Area #1 of the District, other than Non-Benefited Property, against which an Improvement Area #1 Assessment is levied by the Assessment Ordinance in accordance with the Service and Assessment Plan.

“*Improvement Area #1 Assessments*” means the Assessments levied on Improvement Area #1.

“*Improvement Area #1 Bonds*” means those certain “City of Kyle, Texas, Special Assessment Revenue Bonds, Series 2022 (Plum Creek North Public Improvement District Improvement Area #1 Project) that are secured by actual revenues received by or on behalf of the City from the collection of the Improvement Area #1 Assessments.

“*Improvement Area #1 Bond Indenture*” means the Indenture of Trust dated as of March 15, 2022, between the City and BOKF, NA, securing the Improvement Area #1 Bonds.

“*Indenture*” means this Indenture of Trust as originally executed or as it may be from time to time supplemented or amended by one or more indentures supplemental hereto and entered into pursuant to the applicable provisions hereof.

“*Independent Appraisal*” means, in establishing the appraised value, (i) the appraised value of a specific assessed parcel or assessed parcels, as applicable, in a specific Future Improvement Area or the District, as applicable, for which the Future Improvement Area Bonds are to be issued as established by publicly available data from the county appraisal district, (ii) an “as-complete” appraisal delivered by an independent appraiser licensed in the State of Texas, which appraisal shall

assume completion of the Authorized Improvements to be funded with the Future Improvement Area Bonds, (iii) a certificate delivered to the City by a qualified independent third party (which party may be the Administrator or a licensed appraiser) certifying on an individual lot type basis, the value of each lot in the Future Improvement Area or District, as applicable, for which such Future Improvement Area Bonds are to be issued based on either (x) the average gross sales price (which is the gross amount including escalations and reimbursements due to the seller of the lots) for each lot type based on closings of lots in the Future Improvement Area for which such Future Improvement Bonds are to be issued or any preceding Future Improvement Areas of the District for which PID Bonds have been issued to fund Authorized Improvements or (y) the sales price in the actual lot purchase contracts in the Future Improvement Area for which the Future Improvement Area Bonds are to be issued.

“Independent Financial Consultant” means any consultant or firm of such consultants appointed by the City who, or each of whom: (i) is judged by the City, as the case may be, to have experience in matters relating to the issuance and/or administration of the Bonds; (ii) is in fact independent and not under the domination of the City; (iii) does not have any substantial interest, direct or indirect, with or in the City, or any owner of real property in the District, or any real property in the District; and (iv) is not connected with the City as an officer or employee of the City or related by consanguinity or affinity to any such officer or employee, but who may be regularly retained to make reports to the City.

“Initial Bond” means the Initial Bond as set forth in *Exhibit A* to this Indenture.

“Interest Payment Date” means the date or dates upon which interest on the Bonds is scheduled to be paid until their respective dates of maturity or prior redemption, such dates being on March 1 and September 1 of each year, commencing September 1, 2022.

“Investment Grade Rating” means a rating on the Bonds, assigned by a Rating Agency in one of such Rating Agency's four highest categories for long-term debt instruments (without regard for gradation within a rating category and without regard for credit enhancement unless such credit enhancement extends through the final maturity date of the Bonds) or otherwise designated as investment grade by a Rating Agency.

“Investment Securities” means those authorized investments described in the Public Funds Investment Act, Texas Government Code, Chapter 2256, as amended; and that at the time made are included in and authorized by the City's official investment policy as approved by the City Council from time to time.

“MIA Costs of Issuance Account” means the Account established pursuant to Section 6.1 hereof.

“MIA Improvements Account” means the Account of such name established pursuant to Section 6.1 hereof.

“MIA Project Collection Fund” means that Fund established by Section 6.1.

“Major Improvement Area” means the area in the District to be developed that is described by metes and bounds in Exhibit A-3 of the Service and Assessment Plan and generally depicted on the map in Exhibit B-3 to the Service and Assessment Plan.

“Major Improvement Area Assessed Property” means each respective Parcel of land located within Major Improvement Area of the District, other than Non-Benefited Property, against which a Major Improvement Area Assessment is levied by the Assessment Ordinance in accordance with the Service and Assessment Plan.

“Major Improvement Area Assessment(s)” means the aggregate assessments shown on the Major Improvement Area Assessment Roll. The singular of such term means the assessment levied against a Major Improvement Area Assessed Property, as shown on the Major Improvement Area Assessment Roll, subject to reallocation upon the subdivision of a Major Improvement Area Assessed Property or reduction according to the provisions of the Service and Assessment Plan and the PID Act.

“Major Improvement Area Assessment Revenue” means monies collected by or on behalf of the City from any one or more of the following: (i) a Major Improvement Area Assessment levied against a Major Improvement Area Assessed Property, or Annual Installment payment thereof, including any interest on such Major Improvement Area Assessment or Annual Installment thereof during any period of delinquency, (ii) a Prepayment, and (iii) Foreclosure Proceeds.

“Major Improvement Area Assessment Roll” means the Assessment Roll attached as Exhibit H to the Service and Assessment Plan or any other Assessment Roll in an amendment or supplement to the Service and Assessment Plan or in an Annual Service Plan Update, showing the total amount of the Major Improvement Area Assessment against each Major Improvement Area Assessed Property related to the Bonds and the Major Improvement Area Projects, as updated, modified, or amended from time to time in accordance with the terms of the Service and Assessment Plan and the PID Act.

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

“Major Improvements” means the improvements that benefit the entire District and are allocated pro rata to Improvement Area #1 and the Major Improvement Area based on estimated buildout value and are more specifically described in Section III.A of the Service and Assessment Plan, and which are to be financed with the Bonds and the Improvement Area #1 Bonds.

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

“Non-Benefited Property” means Parcels within the boundaries of the District that accrue no special benefit from the Authorized Improvements. Property is identified as Non-Benefitted Property at the time the Major Improvement Area Assessments, Improvement Area #1 Assessments or Future Improvement Area Assessments (1) are imposed or (2) are reallocated pursuant to a subdivision of a Parcel that is not assessed.

“Original Development Agreement” means the agreement titled “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.

“Original Service and Assessment Plan” means the Plum Creek North Public Improvement District Service and Assessment Plan, passed and approved by City Council on November 16, 2021, by Ordinance No. 1174.

“Outstanding” means, as of any particular date when used with reference to Bonds, all Bonds authenticated and delivered under this Indenture except (i) any Bond that has been canceled by the Trustee (or has been delivered to the Trustee for cancellation) at or before such date, (ii) any Bond for which the payment of the principal or Redemption Price of and interest on such Bond shall have been made as provided in Article IV, and (iii) any Bond in lieu of or in substitution for which a new Bond shall have been authenticated and delivered pursuant to Section 3.11 herein.

“Owner” or “Holder” means the Person who is the registered owner of a Bond or Bonds, as shown in the Register, which shall be Cede & Co., as nominee for DTC, so long as the Bonds are in book-entry only form and held by DTC as securities depository in accordance with Section 3.13 herein.

“Parcel” means a property 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, by lot and block number in a final subdivision plat recorded in the official public records of Hays County, or by any other means determined by the City.

“Paying Agent/Registrar” means initially the Trustee, or any successor thereto as provided in this Indenture.

“Person” or “Persons” means any individual, corporation, partnership, limited liability company, joint venture, association, joint-stock company, trust, unincorporated organization or government or any agency or political subdivision thereof.

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

“PID Bonds” means the Bonds, the Improvement Area #1 Bonds, Future Improvement Area Bonds, and any other bonds issued by the City and secured by assessments levied on Assessed Properties within the District.

“Pledged Funds” means the Pledged Revenue Fund, the Bond Fund, the Project Fund, the Reserve Fund, and the Redemption Fund.

“Pledged Revenue Fund” means that fund established pursuant to Section 6.1 hereof and administered pursuant to Section 6.3 herein.

“Pledged Revenues” means the sum of (i) Major Improvement Area Assessment Revenue (other than Annual Collection Costs and Delinquent Collection Costs); (ii) the moneys held in any

of the Pledged Funds; and (iii) any additional revenues that the City may pledge to the payment of Bonds.

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

“Principal and Interest Account” means the Account of such name established pursuant to Section 6.1 hereof.

“Project Fund” means that fund established pursuant to Section 6.1 and administered pursuant to Section 6.5 herein.

“Purchaser” means, with respect to the Bonds, the initial underwriter of such Bonds.

“Quarter in Interest” means as of any particular date of calculation, the Owners of no less than twenty-five percent (25%) of the principal amount of the then Outstanding Bonds. In the event that two or more groups of Owners satisfy the percentage requirement set forth in the immediately preceding sentence and act (or direct the Trustee in writing to act) in a conflicting manner, only the group of Owners with the greatest percentage of Outstanding Bonds (as measured in accordance with the immediately preceding sentence) shall, to the extent of such conflict, be deemed to satisfy such requirement.

“Rating Agency” means each of Moody's Investors Service, Inc., S&P Global Ratings, Fitch Ratings Inc., Kroll Bond Rating Agency, Inc., and any other nationally recognized statistical rating organization recognized as such by the SEC.

“Rebate Amount” has the meaning ascribed to such term in section 1.148-1(b) of the Regulations.

“Rebate Fund” means that fund established pursuant to Section 6.1 and administered pursuant to Section 6.8 herein.

“Record Date” means the close of business on the fifteenth day (whether or not a Business Day) of the month next preceding an Interest Payment Date.

“Redemption Fund” means that fund established pursuant to Section 6.1 and administered pursuant to Section 6.6 herein.

“Redemption Price” means 100% of the principal amount of such Bonds, or portions thereof, to be redeemed plus accrued interest to the date of redemption.

“Refunding Bonds” means bonds issued pursuant to the PID Act and/or Chapter 1207 of the Texas Government Code or any other applicable law of the State of Texas (each as amended) to refund all or any portion of the then Outstanding Bonds.

“*Register*” means the register specified in Article III of this Indenture.

“*Regulations*” shall have the meaning set forth in Section 7.5(a) hereof.

“*Reserve Account*” means the Account of such name established pursuant to Section 6.1 hereof.

“*Reserve Account Requirement*” means the least of: (i) Maximum Annual Debt Service on the Bonds as of the Closing Date therefor, (ii) 125% of average Annual Debt Service on the Bonds as of the Closing Date therefor, or (iii) 10% of the lesser of the par amount of the Outstanding Bonds or the original issue price of the Bonds. As of the Closing Date for the Bonds, the Reserve Account Requirement is \$_____, which is an amount equal to Maximum Annual Debt Service on the Bonds as of the Closing Date therefor.

“*Reserve Fund*” means that fund established pursuant to Section 6.1 and administered in Section 6.7 herein.

“*SEC*” means the United States Securities and Exchange Commission.

“*Service and Assessment Plan*” means the Original Service and Assessment Plan as amended and restated on March 22, 2022, by Ordinance No. _____, as same may be further amended, updated, supplemented or other modified from time to time.

“*Sinking Fund Installment*” means the amount of money to redeem or pay at maturity the principal of Bonds payable from such installments at the times and in the amounts provided in Section 4.2 herein.

“*Stated Maturity*” means the date the Bonds are scheduled to mature without regard to any redemption or prepayment.

“*Supplemental Indenture*” means an indenture which has been duly executed by the Trustee and the City Representative pursuant to an ordinance adopted by the City Council and which indenture amends or supplements this Indenture, but only if and to the extent that such indenture is specifically authorized hereunder.

“*Tax Certificate*” means the Certificate as to Tax Exemption delivered by the City on the Closing Date for the Bonds setting forth the facts, estimates and circumstances in existence on the Closing Date for the Bonds which establish that it is not expected that the proceeds of the Bonds will be used in a manner that would cause the interest on such Bonds to be included in the gross income of the Owners thereof for Federal income tax purposes.

“*Trust Estate*” means the Trust Estate described in the granting clauses of this Indenture.

“*Trustee*” means BOKF, NA, Houston, Texas, a national banking association duly organized and validly existing under the laws of the United States of America, solely in its capacity as Trustee hereunder and its successors, and any other corporation or association that may at any time be substituted in its place, as provided in Article IX, such entity to serve as Trustee and Paying Agent/Registrar for the Bonds.

“*Value to Lien Ratio*” means with respect to any Future Improvement Area Bonds, the ratio of the appraised value of a specific assessed parcel or assessed parcels, as applicable, in a Future Improvement Area or the District, as applicable, for which Future Improvement Area Bonds are issued, based on an Independent Appraisal, to the sum of (i) the principal amount of the Future Improvement Area Bonds to be issued to fund all or a portion of the costs of the Future Improvement Area Improvements in the Future Improvement Area or the District, as applicable, and (ii) the outstanding special assessments levied on such parcel or parcels, as applicable, within such Future Improvement Area.

Section 1.2. Findings.

The declarations, determinations and findings declared, made and found in the preamble to this Indenture are hereby adopted, restated and made a part of the operative provisions hereof.

Section 1.3. Table of Contents, Titles and Headings.

The table of contents, titles, and headings of the Articles and Sections of this Indenture have been inserted for convenience of reference only and are not to be considered a part hereof and shall not in any way modify or restrict any of the terms or provisions hereof and shall never be considered or given any effect in construing this Indenture or any provision hereof or in ascertaining intent, if any question of intent should arise.

Section 1.4. Interpretation.

(a) Unless the context requires otherwise, words of the masculine gender shall be construed to include correlative words of the feminine and neuter genders and vice versa, and words of the singular number shall be construed to include correlative words of the plural number and vice versa.

(b) Words importing persons include any legal person, including any individual, corporation, limited liability company, partnership, joint venture, association, joint stock company, trust, unincorporated organization and government or agency or political subdivision thereof.

(c) Any reference to a particular Article or Section shall be to such Article or Section of this Indenture unless the context shall require otherwise.

(d) This Indenture and all the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein to sustain the validity of this Indenture.

ARTICLE II THE BONDS

Section 2.1. Security for the Bonds.

The Bonds, as to both principal and interest, are and shall be equally and ratably secured by and payable from a first lien on and pledge of the Trust Estate.

The lien on and pledge of the Trust Estate shall be valid and binding and fully perfected from and after the Closing Date, without physical delivery or transfer of control of the Trust Estate, the filing of this Indenture or any other act; all as provided in Texas Government Code, Chapter 1208, as amended, which applies to the issuance of the Bonds and the pledge of the Trust Estate granted by the City under this Indenture, and such pledge is therefore valid, effective and perfected. If Texas law is amended at any time while the Bonds are Outstanding such that the pledge of the Trust Estate granted by the City under this Indenture is to be subject to the filing requirements of Texas Business and Commerce Code, Chapter 9, as amended, then in order to preserve to the registered Owners of the Bonds the perfection of the security interest in said pledge, the City agrees to take such measures as it determines are reasonable and necessary under Texas law to comply with the applicable provisions of Texas Business and Commerce Code, Chapter 9, as amended, and enable a filing to perfect the security interest in said pledge to occur.

Section 2.2. Limited Obligations.

The Bonds are special and limited obligations of the City, payable solely from and secured solely by the Trust Estate, including the Pledged Revenues and the Pledged Funds; and the Bonds shall never be payable out of funds raised or to be raised by taxation or from any other revenues, properties, or income of the City.

Section 2.3. Authorization for Indenture.

The terms and provisions of this Indenture and the execution and delivery hereof by the City to the Trustee have been duly authorized by official action of the City Council of the City. The City has ascertained, and it is hereby determined and declared that the execution and delivery of this Indenture is necessary to carry out and effectuate the purposes set forth in the preambles of this Indenture and that each and every covenant or agreement herein contained and made is necessary, useful or convenient in order to better secure the Bonds and is a contract or agreement necessary, useful and convenient to carry out and effectuate the purposes herein described.

Section 2.4. Contract with Owners and Trustee.

(a) The purposes of this Indenture are to establish a lien and the security for, and to prescribe the minimum standards for the authorization, issuance, execution, and delivery of, the Bonds and to prescribe the rights of the Owners, and the rights and duties of the City and the Trustee.

(b) In consideration of the purchase and acceptance of any or all of the Bonds by those who shall purchase and hold the same from time to time, the provisions of this Indenture shall be a part of the contract of the City with the Owners and shall be deemed to be and shall constitute a contract among the City, the Owners, and the Trustee.

ARTICLE III
AUTHORIZATION; GENERAL TERMS AND PROVISIONS REGARDING THE BONDS

Section 3.1. Authorization.

The Bonds are hereby authorized to be issued and delivered in accordance with the Constitution and general laws of the State of Texas, including particularly the PID Act, as amended. The Bonds shall be issued in the aggregate principal amount of \$_____,000 for the purposes of (i) paying a portion of the Actual Costs of the Major Improvement Area Projects, (ii) paying capitalized interest on the Bonds during and after the period of acquisition and construction of the Major Improvement Area Projects, (iii) funding a reserve account for payment of principal and interest on the Bonds, (iv) paying a portion of the Actual Costs incidental to the organization and administration of the District, and (v) paying costs of issuance of the Bonds.

Section 3.2. Date, Denomination, Maturities, Numbers and Interest.

(a) The Bonds shall be dated April 14, 2022 (the “*Bond Date*”) and shall be issued in Authorized Denominations. Upon the receipt of an Investment Grade Rating on the Bonds, the City shall promptly notify the Dissemination Agent in writing of such rating change and shall provide written direction to the Dissemination Agent to file a notice of such occurrence with the Municipal Securities Rulemaking Board and to forward such notice to the Paying Agent/Registrar and to the Trustee. The Dissemination Agent shall file such notice and forward the same to the Paying Agent/Registrar and to the Trustee immediately following the day on which it receives written notice of such occurrence from the City. Any such notice is required to be filed within ten (10) Business Days of the occurrence of the receipt of the Investment Grade Rating. Upon receipt by the Paying Agent/Registrar of written evidence that the Bonds have received an Investment Grade Rating, beneficial ownership in the Bonds may be acquired in principal denominations of \$1,000 or any integral multiple thereof, notwithstanding any subsequent downgrade, suspension, or withdrawal of such rating. The Bonds shall be in fully registered form, without coupons, and shall be numbered separately from R-1 upward, except the Initial Bond, which shall be numbered T-1.

(b) Interest shall accrue and be paid on each Bond from the later of the date of initial delivery of the Bonds or the most recent Interest Payment Date to which interest has been paid or provided for, at the rate per annum set forth below until the principal thereof has been paid on the maturity date specified below or otherwise provided for. Such interest shall be payable semiannually on March 1 and September 1 of each year, commencing September 1, 2022 computed on the basis of a 360-day year of twelve 30-day months.

(c) The Bonds shall mature on September 1 in the years and in the principal amounts and shall bear interest as set forth below:

<u>Year</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
20__	\$____,000	____%
20__	\$____,000	____%
20__	\$____,000	____%
20__	\$____,000	____%

(d) The Bonds shall be subject to mandatory sinking fund redemption, optional redemption, and extraordinary optional redemption prior to maturity as provided in Article IV herein, and shall otherwise have the terms, tenor, denominations, details, and specifications as set forth in the form of Bond set forth in *Exhibit A* to this Indenture.

Section 3.3. Conditions Precedent to Delivery of Bonds.

(a) The Bonds shall be executed by the City and delivered to the Trustee, whereupon the Trustee shall authenticate the Bonds and, upon payment of the purchase price of the Bonds, shall deliver the Bonds upon the order of the City, but only upon delivery to the Trustee of:

(1) a certified copy of the Assessment Ordinance;

(2) a certified copy of the Bond Ordinance;

(3) a copy of the executed Financing Agreement;

(4) a copy of this Indenture executed by the Trustee and the City;

(5) a City Certificate directing the authentication and delivery of the Bonds, describing the Bonds to be authenticated and delivered, designating the purchasers to whom the Bonds are to be delivered, stating the purchase price of the Bonds, and stating that all items required by this Section are therewith delivered to the Trustee in form and substance satisfactory to the City;

(6) a copy of each of the executed Continuing Disclosure Agreements;

(7) a copy of the executed opinion of Bond Counsel; and

(8) the approving opinion of the Attorney General of the State and the State Comptroller's registration certificate.

(b) Each series of Refunding Bonds shall be executed by the City and delivered to the Trustee, whereupon the Trustee shall authenticate such Refunding Bonds and, upon payment of the purchase price of such Series of Refunding Bonds, shall deliver such series of Refunding Bonds upon the order of the City, but only upon delivery to the Trustee of:

(1) the items described in Section 3.3(a)(1), (3), (5), and (6) above;

(2) a certified copy of the ordinance of the City Council authorizing the issuance of such series of Refunding Bonds and all actions necessary therefor;

(3) an original executed counterpart of the Supplemental Indenture for such series of Refunding Bonds that establishes, among other things, the date, rate or rates of interest on, interest payment dates, maturity dates, redemption and all other terms and provisions of such Refunding Bonds, which such terms shall include a deposit into the Reserve Account of an amount equal to the Reserve Account Requirement taking into account the then Outstanding Bonds and the Refunding Bonds then proposed to be issued;

- (4) a copy of the opinion of Bond Counsel required by Section 10.1 hereof;
- (5) a City Certificate, including the requisite information as set forth in Section 3.3(a)(5) above, to the effect that the issuance of such series of Refunding Bonds complies with the requirements contained herein and in each Supplemental Indenture;
- (6) the City Representative shall certify to the Trustee in writing that the City is not in default in the performance and observance of any of the terms, provisions, and conditions applicable to the City contained herein or in any Supplemental Indenture;
- (7) certification to the effect that the principal (including sinking fund installments) of such Refunding Bonds is scheduled to mature on September 1 of the years in which principal is scheduled to mature; and
- (8) certification to the effect that the interest on such Refunding Bonds is scheduled to be paid on March 1 and September 1 of the years in which interest is scheduled to be paid.

Section 3.4. Medium, Method and Place of Payment.

(a) Principal of and interest on the Bonds shall be paid in lawful money of the United States of America, as provided in this Section.

(b) Interest on the Bonds shall be payable to the Owners thereof as shown in the Register at the close of business on the relevant Record Date; provided, however, that in the event of nonpayment of interest on a scheduled Interest Payment Date, that continues for thirty (30) days or more thereafter, a new record date for such interest payment (a "*Special Record Date*") will be established by the Trustee, if and when funds for the payment of such interest have been received from the City. Notice of the Special Record Date and of the scheduled payment date of the past due interest (the "*Special Payment Date*," which shall be fifteen (15) days after the Special Record Date) shall be sent at least five (5) Business Days prior to the Special Record Date by United States mail, first class postage prepaid, to the address of each Owner of a Bond appearing on the books of the Trustee at the close of business on the last Business Day preceding the date of mailing such notice.

(c) Interest on the Bonds shall be paid by check, dated as of the Interest Payment Date, and sent, first class United States mail, postage prepaid, by the Paying Agent/Registrar to each Owner at the address of each as such appears in the Register or by such other customary banking arrangement acceptable to the Paying Agent/Registrar and the Owner; provided, however, the Owner shall bear all risk and expense of such other banking arrangement.

(d) The principal of each Bond shall be paid to the Owner of such Bond on the due date thereof, whether at the maturity date or the date of prior redemption thereof, upon presentation and surrender of such Bond at the Designated Payment/Transfer Office of the Paying Agent/Registrar. If any Bond is not presented for payment when the principal thereof becomes due, either at maturity or otherwise, or at the date fixed for redemption thereof, if funds sufficient to pay such Bond shall have been made available to the Trustee, all liability of the City to the Owner thereof for the payment of such Bond shall forthwith cease, determine and

be completely discharged, and thereupon it shall be the duty of the Trustee to hold such fund or funds, without liability for interest thereon, for the benefit of the Owner of such Bond who shall thereafter be restricted exclusively to such fund or funds for any claim of whatever nature on his part under this Indenture, or with respect to, said Bond. If any Bond shall not be presented for payment within one year following the date when such Bond becomes due, whether by maturity or otherwise, the Trustee shall return to the City such funds theretofore held by it for payment of such Bonds. Thereafter, the registered Owner of that Bond shall look only to the City for payment and then only to amounts so received by the City. The obligations of the Trustee under this Section shall be subject, however, to any law applicable to the unclaimed funds or the Trustee providing other requirements for the disposition of unclaimed property.

(e) In any case where the date of the maturity of interest or of principal (and premium, if any) of the Bonds or the date fixed for redemption of any Bonds or the date any action is to be taken pursuant to this Indenture is not a Business Day, the payment of interest or principal (and premium, if any) or the action need not be made on such date but may be made on the next succeeding Business Day with the same force and effect as if made on the date required and no interest shall accrue for the period from and after such date.

(f) Unclaimed payments of amounts due hereunder shall be segregated in a special account and held in trust, uninvested by the Paying Agent/Registrar, for the account of the Owner of the Bonds to which such unclaimed payments pertain. Subject to any escheat, abandoned property, or similar law of the State of Texas, any such payments remaining unclaimed by the Owners entitled thereto for two (2) years after the applicable payment or redemption date shall be applied to the next payment or payments on such Bonds thereafter coming due and, to the extent any such money remains after the retirement of all Outstanding Bonds, shall be paid to the City to be used for any lawful purpose. Thereafter, none of the City, the Paying Agent/Registrar, or any other Person shall be liable or responsible to any holders of such Bonds for any further payment of such unclaimed moneys or on account of any such Bonds, subject to any applicable escheat law or similar law of the State of Texas, including the provisions of Title 6 of the Texas Property Code, as amended.

Section 3.5. Execution and Registration of Bonds.

(a) The Bonds shall be executed on behalf of the City by the Mayor or Mayor Pro Tem of the City and the City Secretary, by their manual or facsimile signatures, and the official seal of the City shall be impressed or placed in facsimile thereon. Such facsimile signatures on the Bonds shall have the same effect as if each of the Bonds had been signed manually and in person by each of said officers, and such facsimile seal on the Bonds shall have the same effect as if the official seal of the City had been manually impressed upon each of the Bonds.

(b) In the event that any officer of the City whose manual or facsimile signature appears on the Bonds ceases to be such officer before the authentication of such Bonds or before the delivery thereof, such manual or facsimile signature nevertheless shall be valid and sufficient for all purposes as if such officer had remained in such office.

(c) Except as provided below, no Bond shall be valid or obligatory for any purpose or be entitled to any security or benefit of this Indenture unless and until there appears thereon

the Certificate of Trustee substantially in the form provided herein, duly authenticated by manual execution by an officer or duly authorized signatory of the Trustee. It shall not be required that the same officer or authorized signatory of the Trustee sign the Certificate of Trustee on all of the Bonds. In lieu of the executed Certificate of Trustee described above, each Initial Bond delivered at the Closing Date shall have attached thereto the Comptroller's Registration Certificate substantially in the form provided herein, manually executed by the Comptroller of Public Accounts of the State of Texas, or by his duly authorized agent, which certificate shall be evidence that each Initial Bond has been duly approved by the Attorney General of the State of Texas, is a valid and binding obligation of the City, and has been registered by the Comptroller of Public Accounts of the State of Texas, including the provisions of Title 6 of the Texas Property Code, as amended.

(d) On each Closing Date, one Initial Bond representing the entire principal amount of all of the Bonds, payable in stated installments to the Purchaser, or its designee, executed with the manual or facsimile signatures of the Mayor or Mayor Pro Tem of the City and the City Secretary, approved by the Attorney General, and registered and manually signed by the Comptroller of Public Accounts, will be delivered to the Purchaser or its designee. Upon payment for such Initial Bond, the Trustee shall cancel the Initial Bond and, upon City Certificate, deliver to DTC on behalf of the Purchaser one registered definitive Bond for each year of maturity of the Bonds, in the aggregate principal amount of all Bonds for such maturity, registered in the name of Cede & Co., as nominee of DTC.

Section 3.6. Refunding Bonds.

(a) Except in accordance with the provisions of this Indenture, including Section 13.2, the City shall not issue additional bonds, notes or other obligations payable from any portion of the Trust Estate, other than Refunding Bonds. The City reserves the right to issue Refunding Bonds, the proceeds of which would be utilized to refund all or any portion of the Outstanding Bonds or Outstanding Refunding Bonds and to pay all costs incident to the Refunding Bonds, as authorized by the laws of the State of Texas. Except as limited by the terms of this Indenture, including Section 13.2, the City reserves the right to incur debt payable solely from sources other than the Trust Estate, including revenue derived from contracts with other entities, including private corporations, municipalities and political subdivisions issued particularly for the purchase, construction, improvement, extension, replacement, enlargement, or repair of the facilities needed in performing any such contract.

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

(c) Upon their authorization by the City, the Refunding Bonds of a series issued under this Section 3.6 shall be issued and shall be delivered to the purchasers or owners thereof, but before, or concurrently with, the delivery of said Refunding Bonds to such purchasers or owners there shall have been filed with the Trustee the items required by Section 3.3(b) above.

Section 3.7. Ownership.

(a) The City, the Trustee, the Paying Agent/Registrar and any other Person may treat the Person in whose name any Bond is registered as the absolute owner of such Bond for the purpose of making and receiving payment as provided herein (except interest shall be paid to the Person in whose name such Bond is registered on the relevant Record Date) and for all other purposes, whether or not such Bond is overdue, and neither the City nor the Trustee, nor the Paying Agent/Registrar, shall be bound by any notice or knowledge to the contrary.

(b) All payments made to the Owner of any Bond shall be valid and effectual and shall discharge the liability of the City, the Trustee and the Paying Agent/Registrar upon such Bond to the extent of the sums paid.

Section 3.8. Registration, Transfer and Exchange.

(a) So long as any Bond remains Outstanding, the City shall cause the Paying Agent/Registrar to keep at the Designated Payment/Transfer Office a Register in which, subject to such reasonable regulations as it may prescribe, the Paying Agent/Registrar shall provide for the registration and transfer of Bonds in accordance with this Indenture. The Paying Agent/Registrar represents and warrants that it will maintain a copy of the Register, and, upon written request from the City, file with the City, and shall cause the Register to be current with all registration and transfer information as from time to time may be applicable.

(b) A Bond shall be transferable only upon the presentation and surrender thereof at the Designated Payment/Transfer Office of the Paying Agent/Registrar with such endorsement or other evidence of transfer as is acceptable to the Paying Agent/Registrar. No transfer of any Bond shall be effective until entered in the Register.

(c) The Bonds shall be exchangeable upon the presentation and surrender thereof at the Designated Payment/Transfer Office of the Paying Agent/Registrar for a Bond or Bonds of the same maturity and interest rate and in any Authorized Denomination and in an aggregate principal amount equal to the unpaid principal amount of the Bond presented for exchange. The Trustee is hereby authorized to authenticate and deliver Bonds exchanged for other Bonds in accordance with this Section.

(d) The Trustee is hereby authorized to authenticate and deliver Bonds transferred or exchanged in accordance with this Section. A new Bond or Bonds will be delivered by the Paying Agent/Registrar, in lieu of the Bond being transferred or exchanged, at the Designated Payment/Transfer Office, or sent by United States mail, first class, postage prepaid, to the Owner or his designee. Each transferred Bond delivered by the Paying Agent/Registrar in accordance with this Section shall constitute an original contractual obligation of the City and shall be entitled to the benefits and security of this Indenture to the same extent as the Bond or Bonds in lieu of which such transferred Bond is delivered.

(e) Each exchange Bond delivered in accordance with this Section shall constitute an original contractual obligation of the City and shall be entitled to the benefits and security of this Indenture to the same extent as the Bond or Bonds in lieu of which such exchange Bond is delivered.

(f) No service charge shall be made to the Owner for the initial registration, subsequent transfer, or exchange for a different Authorized Denomination of any of the Bonds. The Paying Agent/Registrar, however, may require the Owner to pay a sum sufficient to cover any tax or other governmental charge that is authorized to be imposed in connection with the registration, transfer, or exchange of a Bond.

(g) Neither the City nor the Paying Agent/Registrar shall be required to issue, transfer, or exchange any Bond or portion thereof called for redemption prior to maturity within 45 days prior to the date fixed for redemption; provided, however, such limitation shall not be applicable to an exchange by the Owner of the uncalled principal balance of a Bond.

(h) Following the delivery and registration of the Initial Bond and pending the preparation of definitive Bonds, the proper officers of the City may execute and, upon the City's request, the Trustee shall authenticate and deliver, one or more temporary Bonds that are printed, lithographed, typewritten, mimeographed or otherwise produced, in any denomination, substantially of the tenor of the definitive Bonds in lieu of which they are delivered, without coupons, and with such appropriate insertions, omissions, substitutions and other variations as the officers of the City executing such temporary Bonds may determine, as evidenced by their signing of such temporary Bonds.

Section 3.9. Cancellation.

All Bonds paid or redeemed before scheduled maturity in accordance with this Indenture, and all Bonds in lieu of which exchange Bonds or replacement Bonds are authenticated and delivered in accordance with this Indenture, shall be cancelled, and proper records shall be made regarding such payment, redemption, exchange, or replacement. The Paying Agent/Registrar shall dispose of cancelled Bonds in accordance with the records retention requirements of the Trustee.

Section 3.10. Temporary Bonds

(a) Until exchanged for Bonds in definitive form, such Bonds in temporary form shall be entitled to the benefit and security of this Indenture.

(b) The City, without unreasonable delay, shall prepare, execute and deliver to the Trustee the Bonds in definitive form; thereupon, upon the presentation and surrender of the Bond or Bonds in temporary form to the Paying Agent/Registrar, the Paying Agent/Registrar shall cancel the Bonds in temporary form and the Trustee shall authenticate and deliver in exchange therefor a Bond or Bonds of the same maturity and series, in definitive form, in the Authorized Denomination, and in the same aggregate principal amount, as the Bond or Bonds in temporary form surrendered. Such exchange shall be made without the making of any charge therefor to any Owner.

Section 3.11. Replacement Bonds.

(a) Upon the presentation and surrender to the Paying Agent/Registrar of a mutilated Bond, the Trustee shall authenticate and deliver in exchange therefor a replacement Bond of like tenor and principal amount, bearing a number not contemporaneously outstanding. The City or the Paying Agent/Registrar may require the Owner of such Bond to pay a sum sufficient

to cover any tax or other governmental charge that is authorized to be imposed in connection therewith and any other expenses connected therewith.

(b) In the event that any Bond is lost, apparently destroyed or wrongfully taken, the City shall issue and the Trustee, pursuant to the applicable laws of the State of Texas and in the absence of notice or knowledge that such Bond has been acquired by a bona fide purchaser, shall authenticate and deliver a replacement Bond of like tenor and principal amount bearing a number not contemporaneously outstanding, provided that the Owner first complies with the following requirements:

(i) furnishes to the Paying Agent/Registrar satisfactory evidence of his or her ownership of and the circumstances of the loss, destruction, or theft of such Bond;

(ii) furnishes such security or indemnity as may be required by the Paying Agent/Registrar and the Trustee to save them and the City harmless;

(iii) pays all expenses and charges in connection therewith, including, but not limited to, printing costs, legal fees, fees of the Trustee and the Paying Agent/Registrar and any tax or other governmental charge that is authorized to be imposed; and

(iv) satisfies any other reasonable requirements imposed by the City and the Trustee.

(c) After the delivery of such replacement Bond, if a bona fide purchaser of the original Bond in lieu of which such replacement Bond was issued presents for payment such original Bond, the City and the Paying Agent/Registrar shall be entitled to recover such replacement Bond from the Person to whom it was delivered or any Person taking therefrom, except a bona fide purchaser, and shall be entitled to recover upon the security or indemnity provided therefor to the extent of any loss, damage, cost, or expense incurred by the City, the Paying Agent/Registrar or the Trustee in connection therewith.

(d) In the event that any such mutilated, lost, apparently destroyed or wrongfully taken Bond has become or is about to become due and payable, the Paying Agent/Registrar, in its discretion, instead of issuing a replacement Bond, may pay such Bond if it has become due and payable or may pay such Bond when it becomes due and payable.

(e) Each replacement Bond delivered in accordance with this Section shall constitute an original additional contractual obligation of the City and shall be entitled to the benefits and security of this Indenture to the same extent as the Bond or Bonds in lieu of which such replacement Bond is delivered.

Section 3.12. Book-Entry Only System.

The Bonds shall initially be issued in book-entry-only form and shall be deposited with DTC, which is hereby appointed to act as the securities depository therefor, in accordance with the letter of representations from the City to DTC. On the Closing Date, the definitive Bonds shall be issued in the form of a single typewritten certificate for each maturity thereof registered in the name of Cede & Co., as nominee for DTC.

With respect to Bonds registered in the name of Cede & Co., as nominee of DTC, the City and the Paying Agent/Registrar shall have no responsibility or obligation to any DTC Participant or to any Person on behalf of whom such a DTC Participant holds an interest in the Bonds. Without limiting the immediately preceding sentence, the City and the Paying Agent/Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any DTC Participant or any other Person, other than an Owner, as shown on the Register, of any notice with respect to the Bonds, including any notice of redemption, or (iii) the payment to any DTC Participant or any other Person, other than an Owner, as shown in the Register of any amount with respect to principal of, premium, if any, or interest on the Bonds. Notwithstanding any other provision of this Indenture to the contrary, the City and the Paying Agent/Registrar shall be entitled to treat and consider the Person in whose name each Bond is registered in the Register as the absolute owner of such Bond for the purpose of payment of principal of, premium, if any, and interest on Bonds, for the purpose of giving notices of redemption and other matters with respect to such Bond, for the purpose of registering transfer with respect to such Bond, and for all other purposes whatsoever. The Paying Agent/Registrar shall pay all principal of, premium, if any, and interest on the Bonds only to or upon the order of the respective Owners as shown in the Register, as provided in this Indenture, and all such payments shall be valid and effective to fully satisfy and discharge the City's obligations with respect to payment of principal of, premium, if any, and interest on the Bonds to the extent of the sum or sums so paid. No Person other than an Owner, as shown in the Register, shall receive a Bond certificate evidencing the obligation of the City to make payments of amounts due pursuant to this Indenture. Upon delivery by DTC to the Paying Agent/Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions in this Indenture with respect to interest checks or drafts being mailed to the registered owner at the close of business on the relevant Record Date, the word "Cede & Co." in this Indenture shall refer to such new nominee of DTC.

Section 3.13. Successor Securities Depository: Transfer Outside Book-Entry-Only System.

In the event that the City determines that DTC is incapable of discharging its responsibilities described herein and in the letter of representations from the City to DTC, the City shall (i) appoint a successor securities depository, qualified to act as such under Section 17A of the Securities and Exchange Act of 1934, as amended, notify DTC and DTC Participants of the appointment of such successor securities depository and transfer one or more separate Bonds to such successor securities depository; or (ii) notify DTC and DTC Participants of the availability through DTC of certificated Bonds and cause the Paying Agent/Registrar to transfer one or more separate registered Bonds to DTC Participants having Bonds credited to their DTC accounts. In such event, the Bonds shall no longer be restricted to being registered in the Register in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names Owners transferring or exchanging Bonds shall designate, in accordance with the provisions of this Indenture.

Section 3.14. Payments to Cede & Co.

Notwithstanding any other provision of this Indenture to the contrary, so long as any Bonds are registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of, premium, if any, and interest on such Bonds, and all notices with respect to such Bonds shall be made and given, respectively, in the manner provided in the blanket letter of representations from the City to DTC.

Section 3.15. Use of Book-Entry-Only System Not Required.

Notwithstanding any provision of this Indenture to the contrary, any Supplemental Indenture may provide that Refunding Bonds will not be issued in book-entry-only form and that Sections 3.12 – 3.14 of this Indenture will not apply to such Refunding Bonds.

ARTICLE IV
REDEMPTION OF BONDS BEFORE MATURITY

Section 4.1. Limitation on Redemption.

The Bonds shall be subject to redemption before their scheduled maturity only as provided in this Article IV.

Section 4.2. Mandatory Sinking Fund Redemption.

(a) The Bonds are subject to mandatory sinking fund redemption prior to their Stated Maturity and will be redeemed by the City in part at the Redemption Price from moneys available for such purpose in the Principal and Interest Account of the Bond Fund pursuant to Article VI, on the dates and in the respective Sinking Fund Installments as set forth in the following schedule:

\$ Bonds Maturing September 1, 20

<u>Redemption Date</u>	<u>Sinking Fund Installment</u>
September 1, 20__	\$ __,000
September 1, 20__	__,000
September 1, 20__	__,000
September 1, 20__*	__,000

\$ Bonds Maturing September 1, 20

<u>Redemption Date</u>	<u>Sinking Fund Installment</u>
September 1, 20__	\$ __,000
September 1, 20__	__,000
September 1, 20__	__,000

* Stated Maturity

September 1, 20__	____,000
September 1, 20__*	____,000

\$ Bonds Maturing September 1, 20

<u>Redemption Date</u>	<u>Sinking Fund Installment</u>
September 1, 20__	\$____,000
September 1, 20__	____,000
September 1, 20__	____,000
September 1, 20__	____,000
September 1, 20__	____,000
September 1, 20__	____,000
September 1, 20__	____,000
September 1, 20__	____,000
September 1, 20__*	____,000

\$ Bonds Maturing September 1, 20

<u>Redemption Date</u>	<u>Sinking Fund Installment</u>
September 1, 20__	\$____,000
September 1, 20__	____,000
September 1, 20__	____,000
September 1, 20__	____,000
September 1, 20__	____,000
September 1, 20__	____,000
September 1, 20__	____,000
September 1, 20__	____,000
September 1, 20__*	____,000

(b) At least 45 days prior to each mandatory sinking fund redemption date, and subject to any prior reduction authorized by subsections (c) through (d) of this Section 4.2, the Trustee shall select by lot, a principal amount of Bonds (in accordance with Section 4.5) of such maturity equal to the Sinking Fund Installment amount of such Bonds to be redeemed on such mandatory sinking fund redemption date, shall call such Bonds for redemption on such scheduled mandatory sinking fund redemption date, and shall give notice of such redemption, as provided in Section 4.6.

* Stated Maturity

(c) The principal amount of Bonds of a Stated Maturity required to be redeemed on any mandatory sinking fund redemption date pursuant to this Section 4.2(a) shall be reduced, at the option of the City, by the principal amount of any Bonds of such maturity which, at least forty-five (45) days prior to the mandatory sinking fund redemption date, shall have been acquired by the City at a price not exceeding the principal amount of such Bonds plus accrued and unpaid interest to the date of purchase thereof, and delivered to the Trustee for cancellation.

(d) The principal amount of Bonds required to be redeemed on any mandatory sinking fund redemption date pursuant to this Section 4.2(a) shall be reduced on a pro rata basis among Sinking Fund Installments by the principal amount of any Bonds which, at least forty-five (45) days prior to the mandatory sinking fund redemption date, shall have been redeemed pursuant to the optional redemption or extraordinary optional redemption provisions hereof and not previously credited to a mandatory sinking fund redemption.

Section 4.3. Optional Redemption.

The City reserves the right and option to redeem the Bonds before their scheduled maturity dates, in whole or in part, in amounts equal to Authorized Denominations, on or after September 1, 20[], such redemption date or dates to be fixed by the City, at the Redemption Price.

Section 4.4. Extraordinary Optional Redemption.

(a) The City reserves the right and option to redeem the Bonds before their respective scheduled maturity dates, in whole or in part, on the first day of any month, at the Redemption Price from amounts on deposit in the Redemption Fund as a result of Prepayments (including related transfers to the Redemption Fund made pursuant to this Indenture). The City shall notify the Trustee in writing at least forty-five (45) days before the scheduled extraordinary option redemption date fixed by the City, or such other time period as the Trustee and the City shall mutually agree.

Notwithstanding the foregoing, the Trustee will not be required to make an extraordinary optional redemption pursuant to this Section 4.4 unless it has at least \$1,000 available in the Redemption Fund with which to redeem the Bonds.

(b) In lieu of redeeming the Bonds with the funds described in this Section, the City may purchase the Bonds in the open market of the maturity to be redeemed at the price not in excess of that provided in Section 4.7.

Section 4.5. Partial Redemption.

(a) If less than all of the Bonds are to be redeemed pursuant to Section 4.2, 4.3, or 4.4, Bonds shall be redeemed in minimum principal amounts of \$1,000 or any integral thereof. Each Bond shall be treated as representing the number of Bonds that is obtained by dividing the principal amount of such Bond by \$1,000. No redemption shall result in a Bond in a denomination of less than the Authorized Denomination in effect at that time; provided, however, if the amount of the Outstanding Bond is less than an Authorized Denomination after giving effect to such partial redemption, a Bond in the principal amount equal to the unredeemed portion, but not less than \$1,000, may be issued.

(b) In selecting the Bonds to be redeemed pursuant to Section 4.2, the Trustee may select Bonds in any method that results in a random selection.

(c) In selecting the Bonds to be redeemed pursuant to Section 4.3, the Trustee may rely on the directions provided in a City Certificate.

(d) If less than all of the Bonds are called for extraordinary optional redemption pursuant to Section 4.4 hereof, the Bonds or portion of a Bond, as applicable, to be redeemed shall be allocated on a pro rata basis (as nearly as practicable) among all Outstanding Bonds.

(e) Upon surrender of any Bond for redemption in part, the Trustee in accordance with Section 3.8 of this Indenture, shall authenticate and deliver and exchange the Bond or Bonds in an aggregate principal amount equal to the unredeemed portion of the Bond so surrendered, which shall be an Authorized Denomination. A new Bond representing the unredeemed balance of such Bond shall be issued to the Owner thereof, such exchange being without charge.

Section 4.6. Notice of Redemption to Owners.

(a) Upon written notification by the City to the Trustee of the exercise of any redemption, the Trustee shall give notice of any redemption of Bonds by sending notice by first class United States mail, postage prepaid, not less than 30 days before the date fixed for redemption, to the Owner of each Bond or portion thereof to be redeemed, at the address shown in the Register.

(b) The notice shall state the redemption date, the Redemption Price, the place at which the Bonds are to be surrendered for payment, and, if less than all the Bonds Outstanding are to be redeemed, and subject to Section 4.5 hereof, an identification of the Bonds or portions thereof to be redeemed, any conditions to such redemption and that on the redemption date, if all conditions, if any, to such redemption have been satisfied, such Bond shall become due and payable.

(c) Any notice given as provided in this Section shall be conclusively presumed to have been duly given, whether or not the Owner receives such notice.

(d) The City has the right to rescind any optional redemption or extraordinary optional redemption described in Section 4.3 or 4.4 by written notice to the Trustee on or prior to the date fixed for redemption. Any notice of redemption shall be cancelled and annulled if for any reason funds are not available on the date fixed for redemption for the payment in full of the Bonds then called for redemption, and such cancellation shall not constitute an Event of Default under the Indenture. Upon written notice of such rescission from the City, the Trustee shall mail notice of rescission of redemption in the same manner notice of redemption was originally provided.

(e) With respect to any optional redemption of the Bonds, unless the Trustee has received funds sufficient to pay the Redemption Price of the Bonds to be redeemed before giving of a notice of redemption, the notice may state the City may condition redemption on the receipt of such funds by the Trustee on or before the date fixed for the redemption, or on the

satisfaction of any other prerequisites set forth in the notice of redemption. If a conditional notice of redemption is given and such prerequisites to the redemption and sufficient funds are not received, the notice shall be of no force and effect, the City shall not redeem the Bonds and the Trustee shall give notice, in the manner in which the notice of redemption was given, that the Bonds have not been redeemed.

Section 4.7. Purchase Price for Bonds.

Upon receipt of written notice from the City specifying the Bonds to be purchased, the Trustee shall apply moneys available for redemption to the purchase of Bonds which were otherwise to be redeemed in such order or priority and subject to such restrictions as may be prescribed in this Indenture in the manner provided in this Section. The purchase price paid by the Trustee on behalf of the City (excluding accrued and unpaid interest but including any brokerage and other charges) for any Bond purchased by the City pursuant to this Section shall not exceed the principal amount of such Bond.

Section 4.8. Payment Upon Redemption.

(a) The Trustee shall make provision for the payment of the Bonds to be redeemed on such date by setting aside and holding in trust an amount from the Redemption Fund or otherwise received by the Trustee from the City and shall use such funds solely for the purpose of paying the Redemption Price on the Bonds being redeemed.

(b) Upon presentation and surrender of any Bond called for redemption at the designated corporate trust office of the Trustee (initially, Houston, Texas) on or after the date fixed for redemption, the Trustee shall pay the Redemption Price on such Bond to the date of redemption from the moneys set aside for such purpose.

Section 4.9. Effect of Redemption.

Notice of redemption having been given as provided in Section 4.6 of this Indenture, the Bonds or portions thereof called for redemption shall become due and payable on the date fixed for redemption provided that funds for the payment of the Redemption Price of such Bonds or the principal of and interest on such Bonds, as applicable, to the date fixed for redemption are on deposit with the Trustee; thereafter, such Bonds or portions thereof shall cease to bear interest from and after the date fixed for redemption, whether or not such Bonds are presented and surrendered for payment on such date.

ARTICLE V
FORM OF THE BONDS

Section 5.1. Form Generally.

(a) The Bonds, including the Registration Certificate of the Comptroller of Public Accounts of the State of Texas, the Certificate of Trustee, and the Assignment to appear on each of the Bonds, (i) shall be substantially in the form set forth in Exhibit A to this Indenture with such appropriate insertions, omissions, substitutions, and other variations as are permitted or required by this Indenture, and (ii) may have such letters, numbers, or other marks of

identification (including identifying numbers and letters of the Committee on Uniform Securities Identification Procedures of the American Bankers Association) and such legends and endorsements (including any reproduction of an opinion of counsel) thereon as, consistently herewith, may be determined by the City or by the officers executing such Bonds, as evidenced by their execution thereof.

(b) Any portion of the text of any Bonds may be set forth on the reverse side thereof, with an appropriate reference thereto on the face of the Bonds.

(c) The definitive Bonds shall be typewritten, printed, lithographed, or engraved, and may be produced by any combination of these methods or produced in any other similar manner, all as determined by the officers executing such Bonds, as evidenced by their execution thereof.

(d) The Initial Bond submitted to the Attorney General of the State of Texas may be typewritten and photocopied or otherwise reproduced.

Section 5.2. CUSIP Registration.

The City may secure identification numbers through the CUSIP Service Bureau Division of S&P Global Market Intelligence on behalf of the American Bankers Association, New York, New York, and may authorize the printing of such numbers on the face of the Bonds. It is expressly provided, however, that the presence or absence of CUSIP numbers on the Bonds shall be of no significance or effect as regards the legality thereof; and, none of the City, the Trustee, or the attorneys approving said Bonds as to legality are to be held responsible for CUSIP numbers incorrectly printed on the Bonds. The Trustee may include in any redemption notice a statement to the effect that the CUSIP numbers on the Bonds have been assigned by an independent service and are included in such notice solely for the convenience of the Owners of the Bonds and that neither the City nor the Trustee shall be liable for any inaccuracies of such numbers.

Section 5.3. Legal Opinion.

The approving legal opinion of Bond Counsel may be printed on or attached to each Bond over the certification of the City Secretary of the City, which may be executed in facsimile.

Section 5.4. Statement of Insurance.

A statement relating to municipal bond insurance policy, if any, to be issued for the Bonds may be printed on or attached to each Bond.

ARTICLE VI FUNDS AND ACCOUNTS

Section 6.1. Establishment of Funds and Accounts.

(a) Creation of Funds. The following Funds are hereby created and established under this Indenture:

- (i) Pledged Revenue Fund;
- (ii) Bond Fund;
- (iii) Project Fund;
- (iv) Redemption Fund;
- (v) Reserve Fund;
- (vi) Rebate Fund;
- (vii) Administrative Fund; and
- (viii) MIA Project Collection Fund.

(b) Creation of Accounts.

(i) The following Account(s) are hereby created and established under the Bond Fund:

- (A) Capitalized Interest Account; and
- (B) Principal and Interest Account.

(ii) The following Account(s) are hereby created and established under the Project Fund:

- (A) MIA Improvements Account; and
- (B) MIA Costs of Issuance Account.

(iii) The following Account(s) are hereby created and established under the Reserve Fund:

- (A) Reserve Account; and
- (B) Additional Interest Reserve Account.

(c) Each Fund (and each Account and each subaccount, if any) created within such Fund shall be maintained by the Trustee separate and apart from all other funds and accounts of the City. The Pledged Funds shall constitute trust funds which shall be held in trust by the Trustee as part of the Trust Estate solely for the benefit of the Owners of the Bonds.

(d) Except as otherwise provided herein, interest earnings and profit on each respective Fund and Account established by this Indenture, including the MIA Project Collection Fund, shall be applied or withdrawn for the purposes of such Fund or Account as specified below.

Section 6.2. Initial Deposits to Funds and Accounts.

(a) The proceeds from the sale of the Bonds shall be paid to the Trustee and deposited or transferred by the Trustee as follows:

- (i) to the Capitalized Interest Account of the Bond Fund: \$_____;
- (ii) to the Reserve Account of the Reserve Fund: \$_____ which is equal to the initial Reserve Account Requirement;
- (iii) to the Administrative Fund: \$_____;
- (iv) to the MIA Costs of Issuance Account of the Project Fund: \$_____; and
- (v) to the MIA Improvements Account of the Project Fund: \$_____.

Section 6.3. Pledged Revenue Fund.

(a) On or before February 20, 2023, and on or before each February 20 and August 20 of each year thereafter while the Bonds are Outstanding, the City shall deposit or cause to be deposited all Pledged Revenues, other than the Pledged Revenues on deposit in the MIA Project Collection Fund which revenues shall be transferred in accordance with Section 6.14 hereof, into the Pledged Revenue Fund. As soon as practicable following deposit into the Pledged Revenue Fund pursuant to this Section 6.3(a) or Section 6.14, the Trustee shall apply the Pledged Revenues in the following order of priority:

- (i) first, retain in the Pledged Revenue Fund an amount sufficient to pay debt service on the Bonds next coming due in such calendar year;
- (ii) second, deposit to the Reserve Account of the Reserve Fund an amount to cause the amount in the Reserve Account to equal the Reserve Account Requirement;
- (iii) third, deposit to the Additional Interest Reserve Account of the Reserve Fund an amount equal to the Additional Interest to cause the amount in the Additional Interest Reserve Account to equal the Additional Interest Reserve Requirement;
- (iv) fourth, to pay other Actual Costs of the Major Improvement Area Projects; and
- (v) fifth, to pay other costs permitted by the PID Act.

Along with each deposit of Pledged Revenues to the Pledged Revenue Fund, the City shall provide a City Certificate to the Trustee as to (i) the Funds and Accounts into which the amounts are to be deposited or retained, as applicable, and (ii) the amounts of any payments to be made from such Funds and Accounts.

(b) From time to time as needed to pay the obligations relating to the Bonds, but no later than five (5) Business Days before each Interest Payment Date, the Trustee shall withdraw from the Pledged Revenue Fund and transfer to the Principal and Interest Account of the Bond Fund, an amount, taking into account any amounts then on deposit in such Principal and Interest Account and any expected transfers from the Capitalized Interest Account to the Principal and Interest Account, such that the amount on deposit in the Principal and Interest Account equals the principal (including any Sinking Fund Installments) and interest due on the Bonds on the next Interest Payment Date.

(c) If, after the foregoing transfers and any transfer from the Reserve Fund as provided in Section 6.7 herein, there are insufficient funds to make the payments provided in paragraph (b) above, the Trustee shall apply the available funds in the Principal and Interest Account first to the payment of interest, then to the payment of principal (including any Sinking Fund Installments) on the Bonds in the same manner described by Section 11.4(a) below.

(d) Notwithstanding Section 6.3(a) hereof, the Trustee shall deposit within two business days after receipt Prepayments to the Pledged Revenue Fund and after such deposit shall transfer such Prepayments to the Redemption Fund.

(e) Notwithstanding Section 6.3(a) hereof, the Trustee shall deposit within two business days after receipt Foreclosure Proceeds to the Pledged Revenue Fund and after such deposit shall transfer Foreclosure Proceeds, as directed by the City pursuant to a City Certificate, first to the Reserve Fund to restore any transfers from the accounts within the Reserve Fund made with respect to the Major Improvement Area Assessed Property or Major Improvement Area Assessed Properties to which the Foreclosure Proceeds relate (*first*, to replenish the Reserve Account Requirement, and *second*, to replenish the Additional Interest Reserve Requirement), and second, to the Redemption Fund.

(f) After satisfaction of the requirement to provide for the payment of the principal and interest on the Bonds and to fund any deficiency that may exist in any Account of the Reserve Fund and transfer of funds pursuant to Section 6.3(a)(i) – (iv) above, the City may direct the Trustee by City Certificate to apply Major Improvement Area Assessments for any lawful purposes permitted by the PID Act for which Major Improvement Area Assessments may be applied. The Trustee may rely on such written direction of the City and shall have no obligation to determine the lawful purposes permitted under the PID Act.

Section 6.4. Bond Fund.

(a) On each Interest Payment Date, the Trustee shall withdraw from the Principal and Interest Account and transfer to the Paying Agent/Registrar the principal (including any Sinking Fund Installments) and interest then due and payable on the Bonds, less any amount to be used to pay interest on the Bonds on such Interest Payment Date from the Capitalized Interest Account as provided below.

(b) If amounts in the Principal and Interest Account are insufficient for the purposes set forth in paragraph (a) above, the Trustee shall withdraw from the Reserve Fund amounts to cover the amount of such insufficiency in the order described in Section 6.7(f) hereof. Amounts

so withdrawn from the Reserve Fund shall be deposited in the Principal and Interest Account and transferred to the Paying Agent/Registrar.

(c) Moneys in the Capitalized Interest Account shall be used for the payment of interest on the Bonds on the following dates and in the following amounts:

<u>Date</u>	<u>Amount</u>
September 1, 2022	\$ _____
March 1, 2023	\$ _____
September 1, 2023	\$ _____

Any amounts on deposit to the Capitalized Interest Account after the payment of interest on the dates and in the amounts listed above shall be transferred to the MIA Improvements Account of the Project Fund, or if the MIA Improvements Account of the Project Fund has been closed as provided in Section 6.5(d) herein, such amounts shall be transferred to the Redemption Fund to be used to redeem the Bonds, and the Capitalized Interest Account shall be closed.

Section 6.5. Project Fund.

(a) Money on deposit in the MIA Improvements Account and the MIA Costs of Issuance Account of the Project Fund shall be used for the purposes specified herein.

(b) Disbursements from the MIA Improvements Account of the Project Fund to pay Actual Costs of the Major Improvement Area Projects shall be made by the Trustee upon receipt by the Trustee of one or more City Certificates, in the form attached hereto as *Exhibit B*, containing a properly executed and completed Certification for Payment. The disbursement of funds from the MIA Improvements Account of the Project Fund pursuant to a City Certificate delivered under this Section 6.5 shall be deemed to be pursuant to and in accordance with the disbursement procedures described in this Section 6.5 of the Indenture.

(i) The Improvement Area #1 Bond Indenture has established an IA#1 Major Improvements Account within a separate project fund for the purposes of paying the Actual Costs of the Major Improvements allocable to the Improvement Area #1 pursuant to and as described in the Service and Assessment Plan.

(ii) Each Certification for Payment for the Actual Costs of one or more Major Improvements delivered under this Section 6.5 shall set forth the amount of costs of each individual Major Improvement to be paid from the MIA Improvements Account of the Project Fund, and the amount paid from the IA#1 Major Improvements Account of the project fund established under the Improvement Area #1 Bond Indenture.

(c) Disbursements from the MIA Costs of Issuance Account of the Project Fund shall be made by the Trustee pursuant to and in accordance with a City Certificate providing for the application of such funds to be disbursed (with the exception of fees and expenses initially incurred by the Trustee, which may be withdrawn by the Trustee).

(d) If the City Representative reasonably determines that amounts then on deposit in the MIA Improvements Account of the Project Fund are not expected to be expended for purposes of the MIA Improvements Account due to the completion, abandonment, or constructive abandonment, of the Major Improvement Area Projects, as the case may be, such that, in the opinion of the City Representative, it is unlikely that the amounts in the MIA Improvements Account of the Project Fund will ever be expended for the purposes of the MIA Improvements Account, the City Representative shall file a City Certificate with the Trustee which identifies the amounts then on deposit in the MIA Improvements Account that are not expected to be used for purposes of the MIA Improvements Account. If such City Certificate is so filed, the amounts on deposit in the MIA Improvements Account shall be transferred to the Redemption Fund to redeem Bonds on the earliest practical date after notice of redemption has been provided in accordance with this Indenture, and the MIA Improvements Account shall be closed.

(e) Not later than six (6) months following the Closing Date or upon an earlier determination by the City Representative that all costs of issuance of the Bonds have been paid and the appropriate portion of the costs incidental to the organization of the District have been paid, the amounts on deposit in the MIA Costs of Issuance Account of the Project Fund shall be transferred to the MIA Improvements Account of the Project Fund as directed by the City in a City Certificate filed with the Trustee, and the MIA Costs of Issuance Account of the Project Fund shall be closed. If the MIA Improvements Account of the Project Fund has been closed, the amounts on deposit in the MIA Costs of Issuance Account of the Project Fund, that would have been transferred to such Account under this Section 6.5(e) of the Indenture, shall be transferred, as directed by the City in a City Certificate, to the Administrative Fund to reduce future payments for Annual Collection Costs.

(f) In making any determination pursuant to this Section, the City Representative may conclusively rely upon a report issued by the City Engineer or a certificate of an Independent Financial Consultant.

In providing any disbursement under this Section, the Trustee may conclusively rely as to the completeness and accuracy of all statements in such City Certificate (including without limitation any Certification for Payment therein contained) if such certificate is signed by a City Representative, and the Trustee shall not be required to make any independent investigation in connection therewith. The execution of any City Certificate by a City Representative shall constitute, unto the Trustee, an irrevocable determination that all conditions precedent to the payments requested have been completed.

Section 6.6. Redemption Fund.

Subject to adequate amounts on deposit in the Pledged Revenue Fund, the Trustee, as directed by City Certificate, shall cause to be deposited to the Redemption Fund from the Pledged Revenue Fund an amount sufficient to redeem Bonds as provided in Sections 4.3 and 4.4 on the dates specified for redemption as provided in Sections 4.3 and 4.4. Amounts on deposit in the Redemption Fund shall be used and withdrawn by the Trustee to redeem Bonds as provided in Article IV.

Section 6.7. Reserve Fund.

(a) The Reserve Account will be initially funded with a deposit of \$_____ from the proceeds of the Bonds and the City agrees with the Owners of the Bonds to accumulate from the deposits outlined in Section 6.3(a) hereof, and when accumulated maintain in the Reserve Account, an amount equal to not less than the Reserve Account Requirement. All amounts deposited in the Reserve Account shall be used and withdrawn by the Trustee for the purpose of making transfers to the Principal and Interest Account of the Bond Fund as provided in this Indenture. The Trustee will transfer from the Pledged Revenue Fund to the Additional Interest Reserve Account, to the extent that the Reserve Account contains the Reserve Account Requirement and funds are available after application of the deposit priority in Section 6.3(a) hereof, an amount equal to the Additional Interest until the Additional Interest Reserve Requirement has been accumulated in the Additional Interest Reserve Account; provided, however, that at any time the amount on deposit in the Additional Interest Reserve Account is less than Additional Interest Reserve Requirement, the Trustee shall resume depositing the Additional Interest into the Additional Interest Reserve Account until the Additional Interest Reserve Requirement has accumulated in the Additional Interest Reserve Account. In transferring the amounts pursuant to this Section, the Trustee may conclusively rely on a City Certificate, unless and until it receives a City Certificate directing that a different amount be used.

(b) Whenever a transfer is made from an account of the Reserve Fund to the Bond Fund due to a deficiency in the Bond Fund, the Trustee shall provide written notice thereof to the City, specifying the amount withdrawn and the source of said funds.

(c) Whenever Bonds are to be redeemed with the proceeds of Prepayments pursuant to Section 4.4, a proportionate amount in the Reserve Account of the Reserve Fund shall be transferred on the Business Day prior to the redemption date by the Trustee to the Redemption Fund to be applied to the redemption of the Bonds. The amount so transferred from the Reserve Account of the Reserve Fund shall be equal to an amount representing the difference between (i) the lesser of (A) the Reserve Account Requirement prior to redemption and (B) the amount actually on deposit in the Reserve Account prior to redemption, and (ii) the Reserve Account Requirement after such redemption; provided, however, no such transfer from the Reserve Account shall cause the amount on deposit therein to be less than the Reserve Account Requirement to be in effect after such redemption. If after such transfer, and after applying investment earnings on the Redemption Fund toward payment of accrued and unpaid interest to the date of redemption on the Bonds to be redeemed, there are insufficient funds to pay the principal amount plus accrued and unpaid interest on such Bonds to the date fixed for redemption of the Bonds to be redeemed as a result of such Prepayment, the Trustee shall transfer an amount equal to the shortfall, or any additional amounts necessary to permit the Bonds to be redeemed in minimum principal amounts of \$1,000, from the Additional Interest Reserve Account to the Redemption Fund to be applied to the redemption of the Bonds.

(d) Whenever, on any Interest Payment Date, or on any other date at the written request of a City Representative, the amount in the Reserve Account exceeds the Reserve Account Requirement, the Trustee shall provide written notice to the City Representative of the amount of the excess. Such excess shall be transferred to the Principal and Interest Account to

be used for the payment of interest on the Bonds on the next Interest Payment Date in accordance with Section 6.4 hereof, unless within 45 days of such notice to the City Representative, the Trustee receives a City Certificate instructing the Trustee to apply such excess: (i) to pay amounts due under Section 6.8 hereof, or (ii) to the MIA Improvements Account of the Project Fund if such application and the expenditure of funds is expected to occur within three years of the date hereof.

(e) Whenever, on any Interest Payment Date, or on any other date at the written request of the City Representative, the amount on deposit in the Additional Interest Reserve Account exceeds the Additional Interest Reserve Requirement, the Trustee shall provide written notice to the City of the amount of the excess (the “*Excess Additional Interest Reserve Amount*”). Such excess amounts on deposit in the Additional Interest Reserve Account shall be transferred, at the direction of the City pursuant to a City Certificate, to the Administrative Fund for the payment of Annual Collection Costs or to the Redemption Fund in order to effect the redemption of Bonds pursuant to Section 4.4. In the event that the Trustee does not receive a City Certificate directing the transfer of the Excess Additional Interest Reserve Amount to the Administrative Fund within forty-five (45) days of providing notice to the City of such Excess Additional Interest Reserve Amount, the Trustee shall transfer the Excess Additional Interest Reserve Amount to the Redemption Fund and redeem the Bonds pursuant to extraordinary optional redemption.

(f) Whenever, on any Interest Payment Date, the amount on deposit in the Bond Fund is insufficient to pay the debt service on the Bonds due on such date, the Trustee shall transfer *first* from the Additional Interest Reserve Account of the Reserve Fund and *second* from the Reserve Account of the Reserve Fund to the Bond Fund the amounts necessary to cure such deficiency.

(g) At the final maturity of the Bonds, the amount on deposit in the Reserve Account and the Additional Interest Reserve Account shall be transferred to the Principal and Interest Account and applied to the payment of the principal of the Bonds.

(h) If, after a Reserve Account withdrawal, the amount on deposit in the Reserve Account of the Reserve Fund is less than the Reserve Account Requirement, the Trustee shall transfer from the Pledged Revenue Fund to the Reserve Account of the Reserve Fund the amount of such deficiency, in accordance with Section 6.3.

(i) If the amount held in the Reserve Fund together with the amount held in the Bond Fund and Redemption Fund is sufficient to pay the principal amount of all Outstanding Bonds on the next Interest Payment Date, together with the unpaid interest accrued on such Bonds as of such Interest Payment Date, the moneys shall be transferred to the Redemption Fund and thereafter used to redeem all Outstanding Bonds as of such Interest Payment Date.

Section 6.8. Rebate Fund: Rebate Amount.

(a) There is hereby established a special fund of the City to be designated “City of Kyle, Texas Special Assessment Revenue Bonds, Series 2022 (Plum Creek North Public Improvement District Major Improvement Area Project) Rebate Fund” (the “Rebate Fund”) to

be held by the Trustee in accordance with the terms and provisions of this Indenture. Amounts on deposit in the Rebate Fund shall be used solely for the purpose of paying amounts due the United States Government related to the Bonds in accordance with the Code. The Trustee shall transfer from the Pledged Revenue Fund to the credit of the Rebate Fund each amount instructed by City Certificate to be transferred thereto.

(b) In order to assure that the Rebate Amount is paid to the United States rather than to a third party, investments of funds on deposit in the Rebate Fund shall be made in accordance with the Code and the Tax Certificate. The Trustee shall withdraw from the Rebate Fund and pay to the United States the amounts instructed by City Certificate.

(c) The Trustee conclusively shall be deemed to have complied with the provisions of this Section and Section 7.5(h) hereof and shall not be liable or responsible if it follows the written instructions of the City and shall not be required to take any action under this Section and Section 7.5(h) hereof in the absence of written instructions from the City.

(d) If, on the date of each annual calculation, the amount on deposit in the Rebate Fund exceeds the Rebate Amount, the City may direct the Trustee, pursuant to a City Certificate, to transfer the amount in excess of the Rebate Amount to the Principal and Interest Account of the Bond Fund.

Section 6.9. Administrative Fund.

(a) On or before February 20, 2023, and on or before each February 20 and August 20 of each year thereafter while the Bonds are Outstanding, the City shall deposit or cause to be deposited to the Administrative Fund the amounts collected each year to pay Annual Collection Costs, other than the Annual Collection Costs deposited into the MIA Project Collection Fund, which amounts shall be deposited in accordance with Section 6.14 hereof. Moneys in the Administrative Fund shall be held by the Trustee separate and apart from the other Funds created and administered hereunder and used as directed by a City Certificate solely for the purposes set forth in the Service and Assessment Plan.

(b) The Administrative Fund is not a Pledged Fund.

Section 6.10. Investment of Funds.

(a) Money in any Fund or Account established pursuant to this Indenture shall be invested by the Trustee only as directed by the City pursuant to a City Certificate filed with the Trustee at least two (2) business days in advance of the making of such investment (or as directed below) in time deposits or certificates of deposit secured in the manner required by law for public funds, or be invested in direct obligations of, including obligations the principal and interest on which are unconditionally guaranteed by, the United States of America, in obligations of any agencies or instrumentalities thereof, or in such other investments as are permitted under the Public Funds Investment Act, Texas Government Code, Chapter 2256, as amended, or any successor law, as in effect from time to time; the City Certificate shall direct investment in such deposits and investments (which may include repurchase agreements for such investment with any primary dealer of such agreements) so that the money required to be expended from any Fund will be available at the proper time or times. Such investments shall

be valued each year in terms of current market value as of September 30. For purposes of maximizing investment returns, to the extent permitted by law, money in such Funds may be invested in common investments of the kind described above, or in a common pool of such investments which shall be kept and held at an official depository bank, which shall not be deemed to be or constitute a commingling of such money or funds provided that safekeeping receipts or certificates of participation clearly evidencing the investment or investment pool in which such money is invested and the share thereof purchased with such money or owned by such Fund are held by or on behalf of each such Fund. If necessary, such investments shall be promptly sold in order to make the disbursements required or permitted by this Indenture or to prevent any default. In the event the City does not provide written investment directions, the Trustee is instructed to invest funds into the 38142B609 Goldman Sachs Financial Square Treasury Instruments.

(b) Obligations purchased as an investment of moneys in any Fund or Account shall be deemed to be part of such Fund or Account, subject, however, to the requirements of this Indenture for transfer of interest earnings and profits resulting from investment of amounts in Funds and Accounts. Whenever in this Indenture any moneys are required to be transferred by the City to the Trustee, such transfer shall be accomplished by transferring a like amount of Investment Securities unless the City instructs the Trustee otherwise by written direction.

(c) The Trustee and its affiliates may act as sponsor, depository, principal or agent in the acquisition or disposition of any investment. The Trustee shall not incur any liability for losses arising from any investments made pursuant to this Section. The Trustee shall not be required to determine the suitability or legality of any investments or whether investments comply with Section 6.10(a) above.

(d) Investments in any and all Funds and Accounts may be commingled in a separate fund or funds for purposes of making, holding and disposing of investments, notwithstanding provisions herein for transfer to or holding in or to the credit of particular Funds or Accounts of amounts received or held by the Trustee hereunder, provided that the Trustee shall at all times account for such investments strictly in accordance with the Funds and Accounts to which they are credited and otherwise as provided in this Indenture.

(e) The Trustee will furnish the City monthly cash transaction statements which include detail for all investment transactions made by the Trustee hereunder.

Section 6.11. Advances from Available Funds.

In the event of a delinquency in the payment of any installment of the Major Improvement Area Assessment levied upon any property for the payment of the principal portion of an Annual Installment, the City may, but is not obligated to, be the purchaser of the delinquent property upon which any of said Major Improvement Area Assessments are levied in like manner in which it may become the purchaser of property sold for the nonpayment of general ad valorem property taxes, and in the event the City does so become the purchaser of such property, shall pay and transfer and deposit into the Pledged Revenue Fund the amount of any remaining amount of unpaid Major Improvement Area Assessment, delinquent Major Improvement Area Assessment installments and interest thereon. The City may also pay and transfer from available funds and deposit into the

Pledged Revenue Fund, but shall not be so obligated, the amount of any such Major Improvement Area Assessment pending redemption or sale. Any amounts so advanced by the City shall be recoverable upon sale or redemption of the property. The City shall not be obligated to advance available funds to cure any deficiency in the Pledged Revenue Fund, or any other Fund created hereunder, and has determined that it would not obligate itself to advance available funds from other funds of the City to cure any such deficiency.

Section 6.12. Reserved.

Section 6.13. Security of Funds.

All Funds heretofore created or reaffirmed, to the extent not invested as herein permitted, shall be secured in the manner and to the fullest extent required by law for the security of public funds, and such Funds shall be used only for the purposes and in the manner permitted or required by this Indenture.

Section 6.14. MIA Project Collection Fund.

While any Bonds are Outstanding, another taxing unit or an appraisal district, by agreement with the City, may collect Major Improvement Area Assessment Revenue on the City's behalf. If such taxing unit or appraisal district presents or otherwise tenders to the Trustee such collected Major Improvement Area Assessment Revenue for deposit on the City's behalf, the Trustee shall accept such Major Improvement Area Assessment Revenue and deposit the same into the MIA Project Collection Fund. The Trustee shall, as directed by the City pursuant to a City Certificate, deposit or cause to be deposited all of that portion of the Major Improvement Area Assessment Revenue deposited into the MIA Project Collection Fund that consists of the Annual Collection Costs to the Administrative Fund and, as directed pursuant to a City Certificate, deposit or cause to be deposited all of that portion of the Major Improvement Area Assessment Revenue deposited into the MIA Project Collection Fund that consists of Pledged Revenue into the Pledged Revenue Fund. The City shall provide such City Certificate on or before February 20, 2023 and every August 20 and February 20 thereafter while the Bonds are outstanding. The MIA Project Collection Fund is not a Pledged Fund.

ARTICLE VII COVENANTS

Section 7.1. Confirmation of Major Improvement Area Assessments.

The City hereby confirms, covenants, and agrees that, in the Assessment Ordinance, it has levied the Major Improvement Area Assessments against the respective Major Improvement Area Assessed Properties from which the Pledged Revenues will be collected and received.

Section 7.2. Collection and Enforcement of Major Improvement Area Assessments.

(a) For so long as any Bonds are Outstanding and amounts are due to the Developer under the Financing Agreement to reimburse it for the funds it has contributed to pay Actual Costs of the Major Improvement Area Projects, the City covenants, agrees and warrants that it will take and pursue all actions permissible under Applicable Laws to cause the Major

Improvement Area Assessments to be collected and the liens thereof enforced continuously, in the manner and to the maximum extent permitted by Applicable Laws, and, to the extent permitted by Applicable Laws, to cause no reduction, abatement or exemption in the Major Improvement Area Assessments.

(b) The City will determine or cause to be determined, no later than February 15 of each year, whether or not any Annual Installment is delinquent and, if such delinquencies exist, the City will order and cause to be commenced as soon as practicable any and all appropriate and legally permissible actions to obtain such Annual Installment, and any delinquent charges and interest thereon, including diligently prosecuting an action in district court to foreclose the currently delinquent Annual Installment. Notwithstanding the foregoing, the City shall not be required under any circumstances to purchase or make payment for the purchase of the delinquent Major Improvement Area Assessment or the corresponding Major Improvement Area Assessed Property.

Section 7.3. Against Encumbrances.

(a) Other than Refunding Bonds, the City shall not create and, to the extent Pledged Revenues are received, shall not suffer to remain, any lien, encumbrance or charge upon the Pledged Revenues, the Pledged Funds, the Trust Estate, or any other property pledged under this Indenture, except the pledge created for the security of the Bonds, and other than a lien or pledge subordinate to the lien and pledge of such property related to the Bonds.

(b) So long as Bonds are Outstanding hereunder, the City shall not issue any bonds, notes or other evidences of indebtedness secured by any pledge of or other lien or charge on the Pledged Revenues, the Pledged Funds, the Trust Estate or any other property pledged under this Indenture, except that the City may issue Future Improvement Area Bonds and Refunding Bonds in accordance with the terms of this Indenture.

Section 7.4. Records, Accounts, Accounting Reports.

The City hereby covenants and agrees that so long as any of the Bonds or any interest thereon remain outstanding and unpaid, and the obligation to the Developer to reimburse it under the Financing Agreement for funds it has contributed to pay Actual Costs of the Major Improvement Area Projects remain outstanding and unpaid, it will keep and maintain a proper and complete system of records and accounts pertaining to the Major Improvement Area Assessments. The Trustee and Owner or Owners of any Bonds or any duly authorized agent or agents of such Owners shall have the right at all reasonable times to inspect all such records, accounts, and data relating thereto, upon written request to the City by the Trustee or duly authorized representative, as applicable. The City shall provide the Trustee or duly authorized representative, as applicable, an opportunity to inspect such books and records relating to the Bonds during the City's regular business hours and on a mutually agreeable date not later than thirty days after the City receives such request.

Section 7.5. Covenants to Maintain Tax-Exempt Status.

(a) Definitions. When used in this Section, the following terms shall have the following meanings:

“*Code*” means the Internal Revenue Code of 1986, as amended by all legislation, if any, effective on or before the Issue Date.

“*Computation Date*” has the meaning set forth in section 1.148-1(b) of the Regulations.

“*Gross Proceeds*” means any proceeds as defined in section 1.148-1(b) of the Regulations, and any replacement proceeds as defined in section 1.148-1(c) of the Regulations, of the Bonds.

“*Investment*” has the meaning set forth in section 1.148-1(b) of the Regulations.

“*Issue Date*” for the tax-exempt Bonds or other obligations of the City is the respective date on which such bonds or other obligations of the City is delivered against payment therefor.

“*Net Sale Proceeds*” has the meaning stated in section 1.148-1(b) of the Regulations.

“*Nonpurpose Investment*” means any investment property, as defined in section 148(b) of the Code, in which Gross Proceeds of the Bonds are invested and which is not acquired to carry out the governmental purposes of the Bonds.

“*Proceeds*” has the meaning stated in section 1.148-1(b) of the Regulations.

“*Rebate Amount*” has the meaning set forth in section 1.148-1(b) of the Regulations.

“*Regulations*” means any proposed, temporary or final Income Tax Regulations issued pursuant to sections 103 and 141 through 150 of the Code, and 103 of the Internal Revenue Code of 1954, which are applicable to the Bonds. Any reference to any specific Regulation shall also mean, as appropriate, any proposed, temporary or final Income Tax Regulation designed to supplement, amend or replace the specific Regulation referenced.

“*Yield*” of (1) any Investment has the meaning set forth in section 1.148-5 of the Regulations; and (2) the Bonds has the meaning set forth in section 1.148-4 of the Regulations.

(b) Not to Cause Interest to Become Taxable. The City shall not use, permit the use of, or omit to use Gross Proceeds or any other amounts (or any property the acquisition, construction or improvement of which is to be financed directly or indirectly with Gross Proceeds) in a manner which if made or omitted, respectively, would cause the interest on any Bond to become includable in the gross income, as defined in section 61 of the Code, of the owner thereof for federal income tax purposes. Without limiting the generality of the foregoing, unless and until the City receives a written opinion of counsel nationally recognized in the field of municipal bond law to the effect that failure to comply with such covenant will not adversely affect the exemption from federal income tax of the interest on any Bond, the City shall comply with each of the specific covenants in this Section.

(c) No Private Use or Private Payments. Except as permitted by section 141 of the Code and the Regulations and rulings thereunder, the City shall at all times prior to the last Stated Maturity of Bonds:

(i) exclusively own, operate and possess all property the acquisition, construction or improvement of which is to be financed or refinanced directly or indirectly with Gross Proceeds of the Bonds, and not use or permit the use of such Gross Proceeds (including all contractual arrangements with terms different than those applicable to the general public) or any property acquired, constructed or improved with such Gross Proceeds in any activity carried on by any person or entity (including the United States or any agency, department and instrumentality thereof) other than a state or local government, unless such use is solely as a member of the general public; and

(ii) not directly or indirectly impose or accept any charge or other payment by any person or entity who is treated as using Gross Proceeds of the Bonds or any property the acquisition, construction, or improvement of which is to be financed or refinanced directly or indirectly with such Gross Proceeds, other than taxes of general application within the City or interest earned on investments acquired with such Gross Proceeds pending application for their intended purposes.

(d) No Private Loan.

(i) Except to the extent permitted by section 141 of the Code and the Regulations and rulings thereunder, the City shall not use Gross Proceeds of the Bonds to make or finance loans to any person or entity other than a state or local government. For purposes of the foregoing covenant, such Gross Proceeds are considered to be “loaned” to a person or entity if: (1) property acquired, constructed or improved with such Gross Proceeds is sold or leased to such person or entity in a transaction which creates a debt for federal income tax purposes; (2) capacity in or service from such property is committed to such person or entity under a take-or-pay, output or similar contract or arrangement; or (3) indirect benefits, or burdens and benefits of ownership, of such Gross Proceeds or any property acquired, constructed or improved with such Gross Proceeds are otherwise transferred in a transaction which is the economic equivalent of a loan.

(ii) The City covenants and agrees that the levied Major Improvement Area Assessments will meet the requirements of the “tax assessment loan exception” within the meaning of section 1.141-5(d) of the Regulations on the date the Bonds are delivered and will ensure that the Major Improvement Area Assessments continue to meet such requirements for so long as the Bonds are outstanding hereunder.

(e) Not to Invest at Higher Yield. Except to the extent permitted by section 148 of the Code and the Regulations and rulings thereunder, the City shall not at any time prior to the final Stated Maturity of the Bonds directly or indirectly invest Gross Proceeds in any Investment (or use Gross Proceeds to replace money so invested) if, as a result of such investment, the Yield from

the Issue Date of all Investments acquired with Gross Proceeds (or with money replaced thereby), whether then held or previously disposed of, exceeds the Yield of the Bonds.

(f) Not Federally Guaranteed. Except to the extent permitted by section 149(b) of the Code and the Regulations and rulings thereunder, the City shall not take or omit to take any action which would cause the Bonds to be federally guaranteed within the meaning of section 149(b) of the Code and the Regulations and rulings thereunder.

(g) Information Report. The City shall timely file the information required by section 149(e) of the Code with the Secretary of the Treasury on Form 8038-G or such other form and in such place as the Secretary may prescribe.

(h) Rebate of Arbitrage Profits. Except to the extent otherwise provided in section 148(f) of the Code and the Regulations and rulings thereunder:

(i) The City shall account for all Gross Proceeds (including all receipts, expenditures, and investments thereof) on its books of account separately and apart from all other funds (and receipts, expenditures, and investments thereof) and shall retain all records of accounting for at least six years after the final Computation Date. However, to the extent permitted by law, the City may commingle Gross Proceeds of the Bonds with other money of the City, provided that the City separately accounts for each receipt and expenditure of Gross Proceeds and the obligations acquired therewith.

(ii) Not less frequently than each Computation Date, the City shall calculate the Rebate Amount in accordance with rules set forth in section 148(f) of the Code and the Regulations and rulings thereunder. The City shall maintain such calculations with its official transcript of proceedings relating to the issuance of the Bonds until six years after the final Computation Date.

(iii) As additional consideration for the purchase of the Bonds by the Purchaser and the loan of the money represented thereby and in order to induce such purchase by measures designed to insure the excludability of the interest thereon from the gross income of the owners thereof for federal income tax purposes, the City shall, pursuant to a City Certificate, pay to the United States the amount described in paragraph (2) above at the times, in the installments, to the place, in the manner and accompanied by such forms or other information as is or may be required by section 148(f) of the Code and the regulations and rulings thereunder.

(iv) The City shall exercise reasonable diligence to assure that no errors are made in the calculations and payments required by paragraphs (ii) and (iii), and if an error is made, to discover and promptly correct such error within a reasonable amount of time thereafter (and in all events within one hundred eighty (180) days after discovery of the error), including payment to the United States of any additional Rebate Amount owed to it, interest thereon, and any penalty imposed under Section 1.148-3(h) of the Regulations.

(i) *Not to Divert Arbitrage Profits.* Except to the extent permitted by section 148 of the Code and the Regulations and rulings thereunder, the City shall not, at any time prior to the earlier of the Stated Maturity or final payment of the Bonds, enter into any transaction that reduces the amount required to be paid to the United States pursuant to Subsection (h) of this Section because such transaction results in a smaller profit or a larger loss than would have resulted if the transaction had been at arm's length and had the Yield of the Bonds not been relevant to either party.

(j) *Not Hedge Bonds.* The City will not invest more than 50 percent of the Proceeds of each series of the Bonds in Nonpurpose Investments having a substantially guaranteed yield for four years or more. On the Issue Date of each series of the Bonds, the City reasonably expects that at least 85 percent of the Net Sale Proceeds of each series of the Bonds will be used to carry out the governmental purpose of such series within three years after the respective Issue Date of such series.

(k) *Elections.* The City hereby directs and authorizes the Mayor, Mayor Pro Tem, City Manager, or City Secretary, individually or jointly, to make elections permitted or required pursuant to the provisions of the Code or the Regulations, as they deem necessary or appropriate in connection with the Bonds, in the Tax Certificate or similar or other appropriate certificate, form or document.

ARTICLE VIII LIABILITY OF CITY

Neither the full faith and credit nor the general taxing power of the City is pledged to the payment of the Bonds, and except for the Trust Estate, no City taxes, fee or revenues from any source are pledged to the payment of, or available to pay any portion of, the Bonds or any other obligations relating to the District. The City shall never be liable for any obligations relating to the Bonds or other obligations relating to the District, other than as specifically provided for in this Indenture.

The City shall not incur any responsibility in respect of the Bonds or this Indenture other than in connection with the duties or obligations explicitly herein or in the Bonds assigned to or imposed upon it. The City shall not be liable in connection with the performance of its duties hereunder, except for its own willful default or act of bad faith. The City shall not be bound to ascertain or inquire as to the performance or observance of any of the terms, conditions covenants or agreements of the Trustee herein or of any of the documents executed by the Trustee in connection with the Bonds, or as to the existence of a default or Event of Default thereunder.

In the absence of bad faith, the City may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, upon certificates or opinions furnished to the City and conforming to the requirements of this Indenture. The City shall not be liable for any error of judgment made in good faith unless it shall be proved that it was negligent in ascertaining the pertinent facts.

No provision of this Indenture, the Bonds, the Assessment Ordinance, or any agreement, document, instrument, or certificate executed, delivered or approved in connection with the

issuance, sale, delivery, or administration of the Bonds (collectively, the “*Bond Documents*”), shall require the City to expend or risk its own general funds or otherwise incur any financial liability (other than with respect to the Trust Estate and the Annual Collection Costs) in the performance of any of its obligations hereunder, or in the exercise of any of its rights or powers, if in the judgment of the City there are reasonable grounds for believing that the repayment of such funds or liability is not reasonably assured to it.

Neither the Owners nor any other Person shall have any claim against the City or any of its officers, officials, agents, or employees for damages suffered as a result of the City’s failure to perform in any respect any covenant, undertaking, or obligation under any Bond Documents or as a result of the incorrectness of any representation in, or omission from, any of the Bond Documents, except to the extent that any such claim relates to an obligation, undertaking, representation, or covenant of the City, in accordance with the Bond Documents and the PID Act. Any such claim shall be payable only from the Trust Estate or the amounts collected to pay Annual Collection Costs on deposit in the Administrative Fund. Nothing contained in any of the Bond Documents shall be construed to preclude any action or proceeding in any court or before any governmental body, agency, or instrumentality against the City or any of its officers, officials, agents, or employees to enforce the provisions of any of the Bond Documents or to enforce all rights of the Owners of the Bonds by mandamus or other proceeding at law or in equity.

The City may rely on and shall be protected in acting or refraining from acting upon any notice, resolution, request, consent, order, certificate, report, warrant, bond, or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or proper parties. The City may consult with counsel with regard to legal questions, and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by it hereunder in good faith and in accordance therewith.

Whenever in the administration of its duties under this Indenture the City shall deem it necessary or desirable that a matter be proved or established prior to taking or suffering any action hereunder, such matter (unless other evidence in respect thereof be herein specifically prescribed) may, in the absence of willful misconduct on the part of the City, be deemed to be conclusively proved and established by a certificate of the Trustee, an Independent Financial Consultant, an independent inspector or the City Manager or other person designated by the City Council to so act on behalf of the City, and such certificate shall be full warrant to the City for any action taken or suffered under the provisions of this Indenture upon the faith thereof, but in its discretion the City may, in lieu thereof, accept other evidence of such matter or may require such additional evidence as to it may seem reasonable.

In order to perform its duties and obligations hereunder, the City may employ such persons or entities as it deems necessary or advisable. The City shall not be liable for any of the acts or omissions of such persons or entities employed by it in good faith hereunder, and shall be entitled to rely, and shall be fully protected in doing so, upon the opinions, calculations, determinations, and directions of such persons or entities.

ARTICLE IX THE TRUSTEE

Section 9.1. Trustee as Registrar and Paying Agent.

The Trustee is hereby designated and agrees to act as Registrar and Paying Agent for and in respect to the Bonds. The Trustee hereby accepts and agrees to execute the respective trusts imposed upon it by this Indenture, but only upon the express terms and conditions, and subject to the provisions of this Indenture to all of which the parties hereto and the Owners of the Bonds agree. No implied covenants or obligations shall be read into this Indenture against the Trustee.

Section 9.2. Trustee Entitled to Indemnity.

The Trustee shall be under no obligation to institute any suit, or to undertake any proceeding under this Indenture, or to enter any appearance or in any way defend in any suit in which it may be made defendant, or to take any steps in the execution of the trusts hereby created or in the enforcement of any rights and powers hereunder, until it shall be indemnified to its satisfaction against any and all costs and expenses, outlays, and counsel fees and other reasonable disbursements, and against all liability except as a consequence of its own negligence or willful misconduct; provided, however, that absent an Event of Default, the Trustee shall not request or require indemnification as a condition to making any deposits, payments or transfers when required hereunder, or to deliver any notice when required hereunder. Nevertheless, the Trustee may begin suit, or appear in and defend suit, or do anything else in its judgment proper to be done by it as the Trustee, without indemnity, and in such case the Trustee may make transfers from the Administrative Fund, and to the extent money in the Administrative Fund is insufficient, from the Pledged Revenue Fund, to pay all costs, fees, expenses, outlays, and counsel fees and other reasonable disbursements properly incurred in connection therewith and shall be entitled to a preference therefor over any Bonds Outstanding hereunder on amounts held in the Administrative Fund.

Section 9.3. Responsibilities of the Trustee.

(a) The recitals contained in this Indenture and in the Bonds shall be taken as the statements of the City and the Trustee assumes no responsibility for the correctness of the same. The Trustee makes no representations as to the validity or sufficiency of this Indenture or the Bonds or with respect to the security afforded by this Indenture, and the Trustee shall incur no liability with respect thereto. Except as otherwise expressly provided in this Indenture, the Trustee shall have no responsibility or duty with respect to: (i) the issuance of Bonds for value; (ii) the application of the proceeds thereof, except to the extent that such proceeds are received by it in its capacity as Trustee; (iii) the application of any moneys paid to the City or others in accordance with this Indenture, except as to the application of any moneys paid to it in its capacity as Trustee; (iv) any calculation of arbitrage or rebate under the Code, (v) any loss suffered in connection with any investment of funds in accordance with this Indenture; or (vi) to undertake any other action unless specifically authorized pursuant to a written direction by the City or pursuant to this Indenture.

(b) The duties and obligations of the Trustee shall be determined by the express provisions of this Indenture, and the Trustee shall not be liable except for the performance of such duties and obligations as are specifically set forth in this Indenture. The Trustee will, prior to any Event of Default and after curing of any Event of Default, perform such duties and only such duties as are specifically set forth herein. The Trustee will, during the existence of an Event of Default, exercise such rights and powers vested in it by this Indenture and use the same degree of care and skill in its exercise as a prudent person would exercise or use under the circumstances in the conduct of his or her own affairs.

(c) The Trustee shall not be liable for any action taken or omitted by it in the performance of its duties under this Indenture, except for its own negligence or willful misconduct. In no event shall the Trustee be liable for incidental, indirect, special, or consequential damages in connection with or arising from this Indenture for the existence, furnishing or use of the Major Improvement Area of the District.

(d) The Trustee, before the occurrence of an Event of Default and after the curing of all Events of Default which may have occurred, undertakes to perform such duties and only such duties as are specifically set forth in this Indenture. If any Event of Default shall have occurred and be continuing, the Trustee shall exercise such rights and powers vested in it by this Indenture, and shall use the same degree of care and skill in its exercise as a prudent person would exercise or use under the circumstances in the conduct of such person's own affairs in exercising any rights or remedies or performing any of its duties hereunder.

(e) The Trustee may execute any of the trusts or powers hereunder or perform any duties hereunder either directly or through agents, attorneys, or receivers, and shall not be responsible for any misconduct or negligence on the part of any agent, attorney, or receiver appointed or chosen by it with due care, and the Trustee shall be entitled to rely and act upon the opinion or advice of counsel, who may be counsel to the City, concerning all matters of trust hereof and the duties hereunder, and may in all cases pay such reasonable compensation to all such agents, attorneys, and receivers as may reasonably be employed in connection with the trusts hereof. The Trustee shall not be responsible for any loss or damage resulting from any action or nonaction by it taken or omitted to be taken in good faith in reliance upon such opinion or advice of counsel.

(f) The Trustee shall not be responsible for any recital herein (except with respect to the authentication certificate of the Trustee endorsed on the Bonds) or for the recording, filing, or refiling of this Indenture in connection therewith, or for the validity of the execution by the City of this Indenture or of any Supplemental Indentures or instruments of further assurance, or for the sufficiency or security of the Bonds. The Trustee shall not be responsible or liable for any loss suffered in connection with any investment of funds made by it in accordance with this Indenture.

(g) The Trustee makes no representations as to the value or condition of the Trust Estate or any part thereof, or as to the validity or sufficiency of this Indenture or of the Bonds. The Trustee shall not be accountable for the use or application of any Bonds or the proceeds thereof or of any money paid to or upon the order of the City under any provision of this Indenture.

(h) The Trustee shall not be liable with respect to any action taken or omitted to be taken by it in good faith in accordance with the direction of the Owners of a Quarter in Interest of

the Bonds relating to the time, method, and place of conducting any proceeding for any remedy available to the Trustee, or exercising any trust or power conferred upon the Trustee, under this Indenture.

(i) The Trustee shall not be required to take notice, and shall not be deemed to have notice, of any default or Event of Default unless the Trustee shall be notified specifically of the default or Event of Default in a written instrument or document delivered to it by the City or by the Owners of a Quarter in Interest of the Bonds. In the absence of delivery of a notice satisfying those requirements, the Trustee may assume conclusively that there is no Event of Default, except as noted above.

(j) Before taking any action under this Indenture (other than making any payment of principal, premium, or interest on the Bonds), the Trustee may require that a satisfactory indemnity be furnished to it for the payment or reimbursement of all costs and expenses (including, without limitation, attorney's fees and expenses) to which it may be put and to protect it against all liability which it may incur in or by reason of such action, except liability which it adjudicated to have resulted from its negligence or willful misconduct.

(k) The Trustee's immunities and protections from liability and its right to indemnification in connection with the performance of its duties under this Indenture shall extend to the Trustee's officers, directors, agents, attorneys, and employees. Such immunities and protections and rights to indemnification, together with the Trustee's right to compensation, shall survive the Trustee's resignation or removal, the discharge of this Indenture, and final payment of the Bonds.

Section 9.4. Property Held in Trust.

All moneys and securities held by the Trustee at any time pursuant to the terms of this Indenture shall be held by the Trustee in trust for the purposes and under the terms and conditions of this Indenture.

Section 9.5. Trustee Protected in Relying on Certain Documents.

The Trustee may conclusively rely upon any order, notice, request, consent, waiver, certificate, statement, affidavit, requisition, bond, or other document provided to the Trustee in accordance with the terms of this Indenture that it shall in good faith reasonably believe to be genuine and to have been adopted or signed by the proper board or Person or to have been prepared and furnished pursuant to any of the provisions of this Indenture, the Financing Agreement, and the Development Agreement, or upon the written opinion of any counsel, architect, engineer, insurance consultant, management consultant, or accountant believed by the Trustee to be qualified in relation to the subject matter, and the Trustee shall be under no duty to make any investigation or inquiry into and shall not be deemed to have knowledge of any statements contained or matters referred to in any such instrument. The Trustee may consult with counsel, who may or may not be Bond Counsel, and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken, suffered, or omitted to be taken by it in good faith and in accordance therewith. Any action taken by the Trustee pursuant to this Indenture upon the request or authority or consent of any person who, at the time of making such request, or giving such

authority or consent is the Owner of any Bond, shall be conclusive and binding upon all future owners of the same Bond and upon Bonds issued in exchange therefor and upon transfer or in place thereof.

Whenever the Trustee shall deem it necessary or desirable that a matter be proved or established prior to taking or suffering any action under this Indenture, such matter may be deemed to be conclusively proved and established by a City Certificate, unless other evidence in respect thereof be hereby specifically prescribed. Such City Certificate shall be full warrant for any action taken or suffered in good faith under the provisions hereof, but in its discretion the Trustee may in lieu thereof accept other evidence of such fact or matter or may require such further or additional evidence as it may deem reasonable. Except as otherwise expressly provided herein, any request, order, notice, or other direction required or permitted to be furnished pursuant to any provision hereof by the City to the Trustee shall be sufficiently executed if executed in the name of the City by the City Representative.

The Trustee shall not be under any obligation to see to the recording or filing of this Indenture, or otherwise to the giving to any Person of notice of the provisions hereof except as expressly required in Section 9.13 herein.

Section 9.6. Compensation.

Unless otherwise provided by contract with the Trustee, the Trustee shall transfer from the Administrative Fund, upon written direction from the City, compensation for all services rendered by it hereunder, including its services as Registrar and Paying Agent, together with all its reasonable expenses, charges, and other disbursements and those of its counsel, agents and employees, incurred in and about the administration and execution of the trusts hereby created and the exercise of its powers and the performance of its duties hereunder, upon delivery of an invoice therefor to the City, and the Trustee shall have a first lien on the Trust Estate. None of the provisions contained in this Indenture shall require the Trustee to expend or risk its own funds or otherwise incur financial liability in the performance of any of its duties or in the exercise of any of its rights or powers, if in the judgment of the Trustee there are reasonable grounds for believing that the repayment of such funds or liability is not reasonably assured to it. If the City shall fail to make any payment required by this Section, the Trustee may make such payment from any moneys held in the Administrative Fund and to the extent moneys in the Administrative Fund are insufficient, then from any money in its possession (except the Rebate Fund) and shall be entitled to a preference therefor over any Bonds Outstanding hereunder on amounts held by the Trustee (except the Rebate Fund). The right of the Trustee to fees, expenses, and indemnification shall survive the release, discharge, and satisfaction of the Indenture.

Section 9.7. Permitted Acts.

The Trustee and its directors, officers, employees, or agents may become the owner of or may in good faith buy, sell, own, hold and deal in Bonds and may join in any action that any Owner of Bonds may be entitled to take as fully and with the same rights as if it were not the Trustee. The Trustee may act as depository, and permit any of its officers or directors to act as a member of, or in any other capacity with respect to, the City or any committee formed to protect the rights of Owners of Bonds or to effect or aid in any reorganization growing out of the enforcement of the

Bonds or this Indenture, whether or not such committee shall represent the Owners of a majority in aggregate outstanding principal amount of the Bonds. The permissive right of the Trustee to do things enumerated in this Indenture shall not be construed as a duty, and the Trustee shall not be answerable for other than its negligence or willful misconduct.

Section 9.8. Resignation of Trustee.

The Trustee may at any time resign and be discharged of its duties and obligations hereunder by giving not fewer than 30 days' written notice, specifying the date when such resignation shall take effect, to the City and each Owner of any Outstanding Bond. Such resignation shall take effect upon the appointment of a successor as provided in Section 9.10 and the acceptance of such appointment by such successor.

Section 9.9. Removal of Trustee.

The Trustee may be removed at any time by the Owners of a Quarter in Interest of the Bonds by an instrument or concurrent instruments in writing signed and acknowledged by such Owners or by their attorneys-in-fact, duly authorized and delivered to the City. Copies of each such instrument shall be delivered by the City to the Trustee and any successor thereof. The Trustee may also be removed at any time for any breach of trust or for acting or proceeding in violation of, or for failing to act or proceed in accordance with, any provision of this Indenture with respect to the duties and obligations of the Trustee by any court of competent jurisdiction upon the application of the Owners of not less than 10% of the aggregate principal amount of the Bonds Outstanding.

Section 9.10. Successor Trustee.

If the Trustee shall resign, be removed, be dissolved, or become incapable of acting, or shall be adjudged a bankrupt or insolvent, or if a receiver, liquidator, or conservator of the Trustee or of its property shall be appointed, or if any public officer shall take charge or control of the Trustee or of its property or affairs, the position of the Trustee hereunder shall thereupon become vacant.

If the position of Trustee shall become vacant for any of the foregoing reasons or for any other reason, a successor Trustee may be appointed after any such vacancy shall have occurred by the Owners of a Quarter in Interest of the Bonds by an instrument or concurrent instruments in writing signed and acknowledged by such Owners or their attorneys-in-fact, duly authorized and delivered to such successor Trustee, with notification thereof being given to the predecessor Trustee and the City.

Until such successor Trustee shall have been appointed by the Owners a Quarter in Interest of the Bonds, the City shall forthwith appoint a Trustee to act hereunder. Copies of any instrument of the City providing for any such appointment shall be delivered by the City to the Trustee so appointed. The City shall mail notice of any such appointment to each Owner of any Outstanding Bonds within 30 days after such appointment. Any appointment of a successor Trustee made by the City immediately and without further act shall be superseded and revoked by an appointment subsequently made by the Owners of Bonds.

If in a proper case no appointment of a successor Trustee shall be made within 45 days after the giving by any Trustee of any notice of resignation in accordance with Section 9.8 herein or after the occurrence of any other event requiring or authorizing such appointment, the Trustee or any Owner of Bonds may apply to any court of competent jurisdiction for the appointment of such a successor, and the court may thereupon, after such notice, if any, as the court may deem proper, appoint such successor and the City shall be responsible for the costs of such appointment process. Any duties and obligations of such predecessor Trustee shall thereafter cease and terminate, and the payment of the fees and expenses owed to the predecessor Trustee shall be paid in full.

Any successor Trustee appointed under the provisions of this Section shall be a commercial bank or trust company or national banking association (i) having a capital and surplus and undivided profits aggregating at least \$50,000,000, if there be such a commercial bank or trust company or national banking association willing and able to accept the appointment on reasonable and customary terms, and (ii) authorized by law to perform all the duties of the Trustee required by this Indenture.

Each successor Trustee shall mail, in accordance with the provisions of the Bonds, notice of its appointment to any Rating Agency which, at the time of such appointment, is providing a rating on the Bonds and each of the Owners of the Bonds.

Section 9.11. Transfer of Rights and Property to Successor Trustee.

Any successor Trustee appointed under the provisions of Section 9.10 shall execute, acknowledge, and deliver to its predecessor and the City an instrument in writing accepting such appointment, and thereupon such successor, without any further act, deed, or conveyance, shall become fully vested with all moneys, estates, properties, rights, immunities, powers, duties, obligations, and trusts of its predecessor hereunder, with like effect as if originally appointed as Trustee. However, the Trustee then ceasing to act shall nevertheless, on request of the City or of such successor and upon receipt of its outstanding charges, execute, acknowledge, and deliver such instruments of conveyance and further assurance and do such other things as may reasonably be required for more fully and certainly vesting and confirming in such successor all the rights, immunities, powers, and trusts of such Trustee and all the right, title, and interest of such Trustee in and to the Trust Estate, and shall pay over, assign, and deliver to such successor any moneys or other properties subject to the trusts and conditions herein set forth. Should any deed, conveyance, or instrument in writing from the City be required by such successor for more fully and certainly vesting in and confirming to it any such moneys, estates, properties, rights, powers, duties, or obligations, any and all such deeds, conveyances, and instruments in writing, on request and so far as may be authorized by law, shall be executed, acknowledged, and delivered by the City.

Section 9.12. Merger, Conversion or Consolidation of Trustee.

Any corporation or association into which the Trustee may be merged or with which it may be consolidated or any corporation or association resulting from any merger, conversion or consolidation to which it shall be a party or any corporation or association to which the Trustee may sell or transfer all or substantially all of its corporate trust business shall be the successor to such Trustee hereunder, without any further act, deed or conveyance, provided that such

corporation or association shall be a commercial bank or trust company or national banking association qualified to be a successor to such Trustee under the provisions of Section 9.10, or a trust company that is a wholly-owned subsidiary of any of the foregoing.

Section 9.13. Security Interest in Trust Estate.

Chapter 1208, Texas Government Code, applies to the issuance of the Bonds and the pledge of the Trust Estate provided for herein, and such pledge is, under current law, valid, effective and perfected. The City shall cause to be filed all appropriate initial financing statements to ensure that the Trustee (for the benefit of the Owners of the Bonds) is granted a valid and perfected first priority lien on the entire Trust Estate. Nothing herein shall obligate the Trustee to file any initial financing statements. Upon the City's timely delivery of a copy of such filed initial financing statement, if any, to the Trustee, the Trustee shall file continuation statements of such initial financing statement(s) in the same jurisdictions as the initial financing statement(s) previously provided to the Trustee. Unless the Trustee is otherwise notified in writing by the City, the Trustee may rely upon the initial financing statements in filing any continuation statements hereunder.

Section 9.14. Accounts, Periodic Reports and Certificates.

The Trustee shall keep or cause to be kept proper books of record and account (separate from all other records and accounts) in which complete and correct entries shall be made of its transactions relating to the Funds and Accounts established by this Indenture and which shall at all times be subject to inspection by the City, and the Owner or Owners of not less than 10% in principal amount of any Bonds then Outstanding or their representatives duly authorized in writing.

Section 9.15. Construction of Indenture.

The Trustee may construe any of the provisions of this Indenture insofar as the same may appear to be ambiguous or inconsistent with any other provision hereof, and any construction of any such provisions hereof by the Trustee in good faith shall be binding upon the Owners of the Bonds.

Section 9.16. Offering Documentation.

The Trustee shall have no responsibility with respect to any information, statement, or recital in any official statement, offering memorandum, or any other disclosure material prepared or distributed with respect to the Bonds and shall have no responsibility for compliance with any State or federal securities laws in connection with the Bonds.

Section 9.17. Expenditure of Funds and Risk.

None of the provisions of this Indenture shall require the Trustee to expend or risk its own funds or otherwise to incur any liability, financial or otherwise, in the performance of any of its duties hereunder, or in the exercise of its rights or powers if the Trustee shall have reasonable grounds for believing that the repayment of such funds or indemnity against such risk or liability is not assured.

Section 9.18. Environmental Hazards.

The Trustee may inform any Owner of environmental hazards that the Trustee has reason to believe exist, and the Trustee has the right to take no further action and in such event, no fiduciary duty exists which imposes any obligation for further action with respect to the Trust Estate or any portion thereof if the Trustee, in its individual capacity, determines that any such action would materially and adversely subject the Trustee to environmental or other liability for which the Trustee has not been adequately indemnified.

The Trustee shall not be responsible or liable for the environmental condition related to the improvements to any real property or for diminution in value of the same, or for any claims by or on behalf of the owners thereof as the result of any contamination by a hazardous substance, hazardous material, pollutant, or contaminant. The Trustee assumes no duty or obligation to assess the environmental condition of any improvements or with respect to compliance thereof under State or federal laws pertaining to the transport, storage, treatment, or disposal of hazardous substances, hazardous materials, pollutants, or contaminants or regulations, permits, or licenses issued under such laws.

ARTICLE X
MODIFICATION OR AMENDMENT OF THIS INDENTURE

Section 10.1. Amendments Permitted.

This Indenture and the rights and obligations of the City and of the Owners of the Bonds may be modified or amended at any time by a Supplemental Indenture, except as provided below, pursuant to the affirmative vote at a meeting of Owners of the Bonds, or with the written consent without a meeting, of the Owners of more than fifty percent (50%) of the aggregate principal amount of the Bonds then Outstanding. No such modification or amendment shall (i) extend the maturity of any Bond or reduce the principal of or interest rate thereon, or otherwise alter or impair the obligation of the City to pay the principal of, and the interest and any premium on, any Bond, without the express consent of the Owner of such Bond, (ii) permit the creation by the City of any pledge or lien upon the Trust Estate superior to the pledge and lien created for the benefit of the Bonds, (iii) except as otherwise permitted by this Indenture, permit the creation by the City of any pledge or lien upon the Trust Estate on a parity with the pledge and lien created for the benefit of the Bonds, or (iv) reduce the percentage of Bonds required for the amendment hereof. Any such amendment may not modify any of the rights or obligations of the Trustee without its written consent.

This Indenture and the rights and obligations of the City and of the Owners may also be modified or amended at any time by a Supplemental Indenture, without the consent of any Owners, only to the extent permitted by law and only for any one or more of the following purposes:

- (i) to add to the covenants and agreements of the City in this Indenture contained, other covenants and agreements thereafter to be observed, or to limit or surrender any right or power herein reserved to or conferred upon the City;

(ii) to make modifications not adversely affecting any Outstanding Bonds in any material respect;

(iii) to make such provisions for the purpose of curing any ambiguity, or of curing, correcting, or supplementing any defective provision contained in this Indenture, or in regard to questions arising under this Indenture, as the City may deem necessary or desirable and not inconsistent with this Indenture, and that shall not adversely affect the rights of the Owners of the Bonds;

(iv) to authorize a series of Refunding Bonds in accordance with the provisions of this Indenture; and

(v) to make such additions, deletions or modifications as may be necessary or desirable to assure exemption from federal income taxation of interest on the Bonds.

Notwithstanding the above, no Supplemental Indenture under this Section shall be effective unless the City first delivers to the Trustee an opinion of Bond Counsel to the effect that such amendment will not adversely affect the: (i) interests of the Owners in any material respect, and (ii) exclusion of interest on any Bond from gross income for purposes of federal income taxation.

Section 10.2. Owners' Meetings.

The City may at any time call a meeting of the Owners of the Bonds. In such event the City is authorized to fix the time and place of said meeting and to provide for the giving of notice thereof, and to fix and adopt rules and regulations for the conduct of said meeting.

Section 10.3. Procedure for Amendment with Written Consent of Owners.

The City and the Trustee may at any time adopt a Supplemental Indenture amending the provisions of the Bonds or of this Indenture, to the extent that such amendment is permitted by Section 10.1 herein, to take effect when and as provided in this Section. A copy of such Supplemental Indenture, together with a request to Owners for their consent thereto, shall be mailed by first class mail, by the Trustee to each Owner of Bonds from whom consent is required under this Indenture, but failure to mail copies of such Supplemental Indenture and request shall not affect the validity of the Supplemental Indenture when assented to as in this Section provided.

Such Supplemental Indenture shall not become effective unless there shall be filed with the Trustee the written consents of the Owners as required by this Indenture and a notice shall have been mailed as hereinafter in this Section provided. Each such consent shall be effective only if accompanied by proof of ownership of the Bonds for which such consent is given, which proof shall be such as is permitted by Section 11.6 herein. Any such consent shall be binding upon the Owner of the Bonds giving such consent and on any subsequent Owner (whether or not such subsequent Owner has notice thereof), unless such consent is revoked in writing by the Owner giving such consent or a subsequent Owner by filing such revocation with the Trustee prior to the date when the notice hereinafter in this Section provided for has been mailed.

After the Owners of the required percentage of Bonds shall have filed their consents to the Supplemental Indenture, the City shall mail a notice to the Owners in the manner hereinbefore

provided in this Section for the mailing of the Supplemental Indenture, stating in substance that the Supplemental Indenture has been consented to by the Owners of the required percentage of Bonds and will be effective as provided in this Section (but failure to mail copies of said notice shall not affect the validity of the Supplemental Indenture or consents thereto). Proof of the mailing of such notice shall be filed with the Trustee. A record, consisting of the papers required by this Section 10.3 to be filed with the Trustee, shall be proof of the matters therein stated until the contrary is proved. The Supplemental Indenture shall become effective upon the filing with the Trustee of the proof of mailing of such notice, and the Supplemental Indenture shall be deemed conclusively binding (except as otherwise hereinabove specifically provided in this Article) upon the City and the Owners of all Bonds at the expiration of forty-five (45) days after such filing, except in the event of a final decree of a court of competent jurisdiction setting aside such consent in a legal action or equitable proceeding for such purpose commenced within such forty-five-day period; provided however that the Trustee during such forty-five day period and any such further period during which any such action or proceeding may be pending shall be entitled, in its sole discretion, to take such action, or to refrain from taking such action, with respect to such Supplemental Indenture as it may deem expedient and the Trustee shall have no liability with respect to any action taken or any instance of inaction except as a consequence of its own negligence or willful misconduct.

Section 10.4. Effect of Supplemental Indenture.

From and after the time any Supplemental Indenture becomes effective pursuant to this Article X, this Indenture shall be deemed to be modified and amended in accordance therewith, the respective rights, duties, and obligations under this Indenture of the City, the Trustee and all Owners of Bonds Outstanding shall thereafter be determined, exercised and enforced hereunder subject in all respects to such modifications and amendments, and all the terms and conditions of any such Supplemental Indenture shall be deemed to be part of the terms and conditions of this Indenture for any and all purposes.

Section 10.5. Endorsement or Replacement of Bonds Issued After Amendments.

The City may determine that Bonds issued and delivered after the effective date of any action taken as provided in this Article X shall bear a notation, by endorsement or otherwise, in form approved by the City, as to such action. In that case, upon demand of the Owner of any Bond Outstanding at such effective date and presentation of his Bond for that purpose at the designated office of the Trustee or at such other office as the City may select and designate for that purpose, a suitable notation shall be made on such Bond. The City may determine that new Bonds, so modified as in the opinion of the City is necessary to conform to such Owners' action, shall be prepared, executed, and delivered. In that case, upon demand of the Owner of any Bonds then Outstanding, such new Bonds shall be exchanged at the designated office of the Trustee without cost to any Owner, for Bonds then Outstanding, upon surrender of such Bonds.

Section 10.6. Amendatory Endorsement of Bonds.

The provisions of this Article X shall not prevent any Owner from accepting any amendment as to the particular Bonds held by such Owner, provided that due notation thereof is made on such Bonds.

Section 10.7. Waiver of Default.

Subject to the second and third sentences of Section 10.1 above, with the written consent of the Owners of more than fifty percent (50%) in aggregate principal amount of the Bonds then Outstanding, the Owners may waive compliance by the City with certain past defaults under the Indenture and their consequences. Any such consent shall be conclusive and binding upon the Owners and upon all future Owners. For the avoidance of doubt, any waiver given pursuant to this Section shall be subject to Section 11.5 below.

Section 10.8. Execution of Supplemental Indenture.

In executing, or accepting the additional trusts created by, any Supplemental Indenture permitted by this Article or the modification thereby of the trusts created by this Indenture, the Trustee shall receive, and shall be fully protected in relying upon, an opinion of Bond Counsel addressed and delivered to the Trustee and the City stating that the execution of such Supplemental Indenture is permitted by and in compliance with this Indenture. The Trustee may, but shall not be obligated to, enter into any such Supplemental Indenture which affects the Trustee's own rights, duties and immunities under this Indenture or otherwise.

No such amendment shall modify any of the rights or obligations of the Trustee without its written consent. In executing or accepting any Supplemental Indenture, the Trustee shall be fully protected in relying upon an opinion of nationally recognized bond counsel engagement by the Trustee and addressed and delivered to the Trustee stating that (a) the execution of such Supplemental Indenture is permitted by and in compliance with this Indenture, (b) the execution and delivery of will not adversely affect the exclusion from federal gross income of the interest on the Bonds, and (c) such Supplemental Indenture will, upon the execution and delivery thereof, to be a valid and binding obligation of the City.

ARTICLE XI
DEFAULT AND REMEDIES

Section 11.1. Events of Default.

Each of the following occurrences or events shall be and is hereby declared to be an "Event of Default," to wit:

- (i) The failure of the City to deposit the Pledged Revenues to the Pledged Revenue Fund;
- (ii) The failure of the City to enforce the collection of the Major Improvement Area Assessments including the prosecution of foreclosure proceedings;
- (iii) The failure to make payment of the principal of or interest on any of the Bonds when the same becomes due and payable; and
- (iv) Default in the performance or observance of any other covenant, agreement or obligation of the City under this Indenture and the continuation thereof for a period of ninety (90) days after written notice to the City by the Trustee, or by the

Owners of a Quarter in Interest of the Bonds with a copy to the Trustee, specifying such default and requesting that the failure be remedied.

Section 11.2. Immediate Remedies for Default.

(a) Subject to Article VIII, upon the happening and continuance of any one or more of the Events of Default described in Section 11.1, the Trustee may, and at the written direction of the Owners of a Quarter in Interest of the Bonds and its receipt of indemnity satisfactory to it shall, proceed against the City for the purpose of protecting and enforcing the rights of the Owners under this Indenture, by action seeking mandamus or by other suit, action, or special proceeding in equity or at law, in any court of competent jurisdiction, for any relief to the extent permitted by this Indenture or by Applicable Laws, including, but not limited to, the specific performance of any covenant or agreement contained herein, or injunction; provided, however, that any action for money damages against the City shall be limited in recovery to the assets of the Trust Estate, including the Pledged Revenues and Pledged Funds. The Trustee retains the right to obtain the advice of counsel in its exercise of remedies for default.

(b) THE PRINCIPAL OF THE BONDS SHALL NOT BE SUBJECT TO ACCELERATION UNDER ANY CIRCUMSTANCES.

(c) If the assets of the Trust Estate are sufficient to pay all amounts due with respect to all Outstanding Bonds, in the selection of Trust Estate assets to be used in the payment of Bonds due under this Article, the City shall determine, in its absolute discretion, and shall instruct the Trustee by City Certificate, which Trust Estate assets shall be applied to such payment and shall not be liable to any Owner or other Person by reason of such selection and application. In the event that the City shall fail to deliver to the Trustee such City Certificate, the Trustee shall select and liquidate or sell Trust Estate assets as provided in the following paragraph, and shall not be liable to any Owner, or other Person, or the City by reason of such selection, liquidation or sale. The Trustee shall have no liability for its selection of Trust Estate assets to liquidate or sell.

(d) Whenever moneys are to be applied pursuant to this Article XI, irrespective of and whether other remedies authorized under this Indenture shall have been pursued in whole or in part, the Trustee may cause any or all of the assets of the Trust Estate, including Investment Securities, to be sold. The Trustee may so sell the assets of the Trust Estate and all right, title, interest, claim and demand thereto and the right of redemption thereof, in one or more parts, at any such place or places, and at such time or times and upon such notice and terms as the Trustee may deem appropriate and as may be required by law and apply the proceeds thereof in accordance with the provisions of this Section. Upon such sale, the Trustee may make and deliver to the purchaser or purchasers a good and sufficient assignment or conveyance for the same, which sale shall be a perpetual bar both at law and in equity against the City, and all other Persons claiming such properties. No purchaser at any sale shall be bound to see to the application of the purchase money proceeds thereof or to inquire as to the authorization, necessity, expediency, or regularity of any such sale. Nevertheless, if so requested by the Trustee, the City shall ratify and confirm any sale or sales by executing and delivering to the Trustee or to such purchaser or purchasers all such instruments as may be necessary or, in the judgment of the Trustee, proper for the purpose which may be designated in such request.

Section 11.3. Restriction on Owner's Action.

(a) No Owner shall have any right to institute any action, suit or proceeding at law or in equity for the enforcement of this Indenture or for the execution of any trust thereof or any other remedy hereunder, unless (i) a default has occurred and is continuing of which the Trustee has been notified in writing, (ii) such default has become an Event of Default and the Owners of a Quarter in Interest of the Bonds then Outstanding have made written request to the Trustee and offered it reasonable opportunity either to proceed to exercise the powers hereinbefore granted or to institute such action, suit or proceeding in its own name, (iii) the Owners have furnished to the Trustee indemnity as provided in Section 9.2 herein, (iv) the Trustee has for sixty (60) days after such notice failed or refused to exercise the powers hereinbefore granted, or to institute such action, suit, or proceeding in its own name, (v) no written direction inconsistent with such written request has been given to the Trustee during such 60-day period by the Owners of a majority of the aggregate principal amount of the Bonds then Outstanding, and (vi) notice of such action, suit, or proceeding is given to the Trustee in writing; however, all proceedings at law or in equity shall be instituted and maintained in the manner provided herein and for the equal benefit of the Owners of all Bonds then Outstanding. The notification, request and furnishing of indemnity set forth above shall, at the option of the Trustee as advised by counsel, be conditions precedent to the execution of the powers and trusts of this Indenture and to any action or cause of action for the enforcement of this Indenture or for any other remedy hereunder.

b) Subject to Article VIII, nothing in this Indenture shall affect or impair the right of any Owner to enforce, payment of any Bond at and after the maturity thereof, or on the date fixed for redemption or the obligation of the City to pay each Bond issued hereunder to the respective Owners thereof at the time and place, from the source and in the manner expressed herein and in the Bonds.

(c) In case the Trustee or any Owners shall have proceeded to enforce any right under this Indenture and such proceedings shall have been discontinued or abandoned for any reason or shall have been determined adversely to the Trustee or any Owners, then and in every such case the City, the Trustee and the Owners shall be restored to their former positions and rights hereunder, and all rights, remedies and powers of the Trustee shall continue as if no such proceedings had been taken.

Section 11.4. Application of Revenues and Other Moneys After Default.

(a) All moneys, securities, funds and Pledged Revenues, Pledged Funds, or other assets of the Trust Estate and the income therefrom received by the Trustee pursuant to any right given or action taken under the provisions of this Article together with all amounts held by the Trustee hereunder as part of the Trust Estate, shall, after payment of the cost and expenses of the proceedings resulting in the collection of such amounts, the expenses (including its counsel fees, costs, and expenses), liabilities, and advances incurred or made by the Trustee and the fees of the Trustee in carrying out this Indenture, during the continuance of an Event of Default, notwithstanding Section 11.2 hereof, be applied by the Trustee, on behalf of the City, to the payment of interest and principal or Redemption Price then due on Bonds, as follows:

FIRST: To the payment to the Owners entitled thereto all installments of interest then due in the direct order of maturity of such installments, and, if the amount available shall not be sufficient to pay in full any installment, then to the payment thereof ratably, according to the amounts due on such installment, to the Owners entitled thereto, without any discrimination or preference; and

SECOND: To the payment to the Owners entitled thereto of the unpaid principal of Outstanding Bonds, or Redemption Price of any Bonds which shall have become due, whether at maturity or by call for redemption, in the direct order of their due dates and, if the amounts available shall not be sufficient to pay in full all the Bonds due on any date, then to the payment thereof ratably, according to the amounts of principal or Redemption Price due and to the Owners entitled thereto, without any discrimination or preference.

Within ten (10) days of receipt of such good and available funds, the Trustee may fix a record and payment date for any payment to be made to Owners pursuant to this Section 11.4.

(b) In the event funds are not adequate to cure any of the Events of Default described in Section 11.1, the available funds shall be allocated to the Bonds that are Outstanding in proportion to the quantity of Bonds that are currently due and in default under the terms of this Indenture.

(c) The restoration of the City to its prior position after any and all defaults have been cured, as provided in Section 11.3, shall not extend to or affect any subsequent default under this Indenture or impair any right consequent thereon.

Section 11.5. Effect of Waiver.

No delay or omission of the Trustee, or any Owner, to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein; and every power and remedy given to the Trustee or the Owners, respectively, may be exercised from time to time and as often as may be deemed expedient.

The Trustee may and, if previously directed in writing by Owners of a Quarter in Interest of the Bonds then Outstanding, shall waive any Event of Default hereunder and its consequences and rescind any declaration of maturity of principal of and interest, if any, on the Bonds.

Section 11.6. Evidence of Ownership of Bonds.

(a) Any request, consent, revocation of consent or other instrument which this Indenture may require or permit to be signed and executed by the Owners of Bonds may be in one or more instruments of similar tenor and shall be signed or executed by such Owners in person or by their attorneys duly appointed in writing. Proof of the execution of any such instrument, or of any instrument appointing any such attorney, or the holding by any Person of the Bonds shall be sufficient for any purpose of this Indenture (except as otherwise herein expressly provided) if made in the following manner:

(i) The fact and date of the execution of such instruments by any Owner of Bonds or the duly appointed attorney authorized to act on behalf of such Owner may be provided by a guarantee of the signature thereon by a bank or trust company or by the certificate of any notary public or other officer authorized to take acknowledgments of deeds, that the Person signing such request or other instrument acknowledged to him the execution thereof, or by an affidavit of a witness of such execution, duly sworn to before such notary public or other officer. Where such execution is by an officer of a corporation or association or a member of a partnership, on behalf of such corporation, association or partnership, such signature guarantee, certificate, or affidavit shall also constitute sufficient proof of his authority.

(ii) The ownership of Bonds and the amount, numbers and other identification and date of holding the same shall be proved by the Register.

(b) Except as otherwise provided in this Indenture with respect to revocation of a consent, any request or consent by an Owner of Bonds shall bind all future Owners of the same Bonds in respect of anything done or suffered to be done by the City or the Trustee in accordance therewith.

Section 11.7. No Acceleration.

In the event of the occurrence of an Event of Default under Section 11.1 hereof, the right of acceleration of any Stated Maturity is not granted as a remedy hereunder and the right of acceleration under this Indenture is expressly denied.

Section 11.8. Mailing of Notice.

Any provision in this Article for the mailing of a notice or other document to Owners shall be fully complied with if it is mailed, first class postage prepaid, only to each Owner at the address appearing upon the Register.

Section 11.9. Exclusion of Bonds.

Bonds owned or held by or for the account of the City shall be promptly delivered to the Trustee and cancelled. Such Bonds will not be deemed Outstanding for any purpose, including without limitation, the purpose of consent or other action or any calculation of Outstanding Bonds provided for in this Indenture, and the City shall not be entitled with respect to such Bonds to give any consent or take any other action provided for in this Indenture.

Section 11.10. Remedies Not Exclusive.

No remedy herein conferred upon or reserved to the Trustee or to the Owners is intended to be exclusive of any other remedy and each and every such remedy shall be cumulative and shall be in addition to any other remedy given hereunder or now or hereafter existing at law or in equity, by statute or by contract.

Section 11.11. Direction by Owners.

Anything herein to the contrary notwithstanding, the Owners of a Quarter in Interest of the Bonds shall have the right by an instrument in writing executed and delivered to the Trustee, to direct the choice of remedies and the time, method and place of conducting any proceeding for any remedy available to the Trustee hereunder, under each Supplemental Indenture or otherwise, or exercising any trust or power conferred upon the Trustee, including the power to direct or withhold directions with respect to any remedy available to the Trustee or the Owners, provided, (i) such direction shall not be otherwise than in accordance with law and the provisions hereof, (ii) that the Trustee may take any other action deemed proper by the Trustee which is not inconsistent with such direction, (iii) that the Trustee may still require satisfactory indemnity prior to taking such action, and (iv) that the Trustee shall have the right to decline to follow any such direction which in the opinion of the Trustee would be unjustly prejudicial to Owners not parties to such direction.

ARTICLE XII GENERAL COVENANTS AND REPRESENTATIONS

Section 12.1 Representations as to Trust Estate.

(a) The City represents and warrants that it is authorized by Applicable Laws to authorize and issue the Bonds, to execute and deliver this Indenture and to pledge the Trust Estate in the manner and to the extent provided in this Indenture, and that the Trust Estate are and will be and remain free and clear of any pledge, lien, charge, or encumbrance thereon or with respect thereto prior to, or of equal rank with, the pledge and lien created in or authorized by this Indenture except as expressly provided herein.

(b) The City shall at all times, to the extent permitted by Applicable Laws, defend, preserve and protect the pledge of the Trust Estate and all the rights of the Owners and the Trustee, under this Indenture against all claims and demands of all Persons whomsoever.

(c) The City will take all steps reasonably necessary and appropriate and will direct the Trustee to take all steps reasonably necessary and appropriate, to collect all delinquencies in the collection of the Major Improvement Area Assessments and any other amounts pledged to the payment of the Bonds to the fullest extent permitted by the PID Act and other Applicable Laws.

(d) To the extent permitted by law, statements for the Annual Installments shall be sent by, or on behalf of the City, to the affected property owners on the same statement or such other mechanism that is used by the City, so that such Annual Installments are collected simultaneously with ad valorem taxes and shall be subject to the same penalties, procedures, and foreclosure sale in case of delinquencies as are provided for ad valorem taxes of the City.

Section 12.2. General.

The City shall do and perform or cause to be done and performed all acts and things required to be done or performed by or on behalf of the City under the provisions of this Indenture.

Section 12.3. Certifications Regarding Texas Government Code.

(a) This Agreement has a value of less than \$100,000 for purposes of Sections 2271.002 and 2274.002, Texas Government Code.

(b) The Trustee represents that, neither the Trustee, nor any parent company, wholly- or majority-owned subsidiaries or affiliates of the same, if any, are companies 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/publications/divestment.php>

(c) The foregoing representation is made solely to enable the City to comply with Section 2252.152, Texas Government Code, and to the extent such Section does not contravene applicable Federal and Texas law and excludes the Trustee and each parent company, wholly- or majority-owned subsidiaries, and other affiliates of the same, 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 Trustee understands "affiliate" to mean any entity that controls, is controlled by, or is under common control with the Trustee and exists to make a profit.

ARTICLE XIII
SPECIAL COVENANTS

Section 13.1. Further Assurances; Due Performance.

(a) At any and all times the City will duly execute, acknowledge and deliver, or will cause to be done, executed and delivered, all and every such further acts, conveyances, transfers, and assurances in a manner as the Trustee shall reasonably require for better conveying, transferring, pledging, and confirming unto the Trustee, all and singular, the revenues, Funds, Accounts and properties constituting the Pledged Funds, and the Trust Estate hereby transferred and pledged, or intended so to be transferred and pledged.

(b) The City will duly and punctually keep, observe, and perform each and every term, covenant and condition on its part to be kept, observed and performed, contained in this Indenture.

Section 13.2 Additional Obligations or Other Liens; Refunding Bonds; Future Improvement Area Bonds.

(a) The City reserves the right, subject to the provisions contained in this Section 13.2, to issue Additional Obligations under other indentures, assessment ordinances, or similar

agreements or other obligations which do not constitute or create a lien on any portion of the Trust Estate and are not payable from any portion of the Trust Estate.

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

(c) Future PID Bonds Test - Future Improvement Area Bonds. Future Improvement Area Bonds may be issued to fund and/or to reimburse the Developer for funding the Actual Costs of Future Improvement Area Improvements. The Developer may request that the City issue Future Improvement Area Bonds; provided, however, that no Future Improvement Area Bonds shall be issued unless such Future Improvement Area Bonds are made to mature on September 1 in each of the years in which they are scheduled to mature, must bear interest at a fixed rate and any interest payment dates for the Future Improvement Area Bonds must be March 1 and September 1, and the following requirements are met:

(i) The Trustee shall receive a certificate from the City Representative certifying that the City is not in default in the performance and observance of any of the terms, provisions, and conditions applicable to the City contained in any indenture of trust authorizing the issuance of PID Bonds for the District;

(ii) The Trustee and the City shall receive a certificate from the Developer, through an authorized representative, certifying that the Developer is not in default beyond any applicable notice and cure period in the performance and observance of any of the terms, provisions and conditions applicable to the Developer contained in the Financing Agreement, the Development Agreement, any acquisition and reimbursement agreement applicable to such Future Improvement Area or any continuing disclosure agreement entered into by the Developer relating to the PID Bonds, unless any defaults under the foregoing agreements (except for defaults under any continuing disclosure agreements entered into by Developer which defaults shall be cured) are disclosed in a certificate from the Developer to the City and the City Council elects to proceed with the issuance of the Future Improvement Area Bonds regardless of the existence of such default or defaults;

(iii) The Trustee and the City shall receive a certificate from the Administrator certifying that there is no default by the Developer or any owner of more than five percent (5%) of the assessed parcels in the applicable Future Improvement Area for failure to pay special assessments or ad valorem taxes on assessed parcels in such Future Improvement Area owed by the Developer or such owner prior to the delinquency date thereof;

(iv) With respect to Future Improvement Area Bonds to be issued for Future Improvement Areas developed after Improvement Area #1, the Trustee and the City shall receive a certificate from the Developer certifying that the Authorized Improvements to be funded with the proceeds of the Improvement Area #1 Bonds have been completed;

(v) If Future Improvement Area Bonds have been issued for one or more Future Improvement Areas, the City shall receive a certificate from the Developer certifying that that the Authorized Improvements to be funded with the proceeds of such Future Improvement Area Bonds have been completed;

(vi) The Trustee and the City shall receive a certificate from the Developer certifying that at least fifty percent (50%) of the assessed parcels in the Future Improvement Area, for which Future Improvement Area Bonds will be issued, are either owned by the Developer or are under contract with merchant builder(s) or real estate developer(s) for sale to end users;

(vii) With respect to Future Improvement Area Bonds to be issued for Future Improvement Areas developed after Improvement Area #1, the Trustee and the City shall receive a certificate from the Developer certifying that a certificate of occupancy for completed homes has been issued for at least fifty percent (50%) of the lots or residential units, as applicable, in the preceding neighborhood improvement area;

(viii) The Value to Lien Ratio of each type of individual assessed parcel in the Future Improvement Area for which Future Improvement Area Bonds will be issued, based on an Independent Appraisal, shall not be less than 2.5:1; and

(ix) The Value to Lien Ratio in the Future Improvement Area for which Future Improvement Area Bonds will be issued, based on an Independent Appraisal, shall not be less than 3:1. Any certification delivered to the Trustee in accordance with this Section 13.2(c) shall be held solely as a repository of such documents on behalf the Owners and the Trustee shall not be responsible for the content of any such documents or certifications.

Future Improvement Area Bonds may be issued to fund and/or to reimburse the Developer for funding the Actual Costs of Future Improvement Area Improvements in one or more Future Improvement Areas simultaneously if the preceding requirements of this Section 13.2(c) are met with respect to Improvement Area #1 and each Future Improvement Area for which Future Improvement Area Bonds have been issued.

(d) Additionally, the City has reserved the right to issue bonds or other obligations secured by and payable from Pledged Revenues so long as such pledge is subordinate to the pledge of Pledged Revenues securing payment of the Bonds.

Section 13.3. Books of Record.

(a) The City shall cause to be kept full and proper books of record and accounts, in which full, true, and proper entries will be made of all dealing, business and affairs of the City, which relate to the Pledged Revenues, the Pledged Funds, and the Bonds.

(b) The Trustee shall have no responsibility with respect to the financial and other information received by it pursuant to this Section 13.3 except to receive and retain same, subject to the Trustee's document retention policies, and to distribute the same in accordance with the provisions of this Indenture. Specifically, but without limitation, the Trustee shall have no duty to review such information, is not considered to have notice of the contents of such information or a default based on such contents and has no duty to verify the accuracy of such information.

ARTICLE XIV PAYMENT AND CANCELLATION OF THE BONDS AND SATISFACTION OF THE INDENTURE

Section 14.1. Trust Irrevocable.

The trust created by the terms and provisions of this Indenture is irrevocable until the Bonds secured hereby are fully paid or provision is made for their payment as provided in this Article.

Section 14.2. Satisfaction of Indenture.

If the City shall pay or cause to be paid, or there shall otherwise be paid to the Owners, principal of and interest on all of the Bonds, at the times and in the manner stipulated in this Indenture, and all amounts due and owing with respect to the Bonds have been paid or provided for, then the pledge of the Trust Estate and all covenants, agreements, and other obligations of the City to the Owners of such Bonds, shall thereupon cease, terminate, and become void and be discharged and satisfied. In such event, the Trustee shall execute and deliver to the City copies of all such documents as it may have evidencing that principal of and interest on all of the Bonds has been paid so that the City may determine if the Indenture is satisfied; if so, the Trustee shall pay over or deliver all moneys held by it in the Funds and Accounts held hereunder to the Person entitled to receive such amounts, or, if no Person is entitled to receive such amounts, then to the City.

Section 14.3. Bonds Deemed Paid.

All Outstanding Bonds shall prior to the Stated Maturity or redemption date thereof be deemed to have been paid and to no longer be deemed Outstanding if (i) in case any such Bonds are to be redeemed on any date prior to their Stated Maturity, the Trustee shall have given notice of redemption on said date as provided herein, (ii) there shall have been deposited with the Trustee either moneys in an amount which shall be sufficient, or Defeasance Securities the principal of and the interest on which when due will provide moneys which, together with any moneys deposited with the Trustee at the same time, shall be sufficient to pay when due the principal of and interest on of the Bonds to become due on such Bonds on and prior to the redemption date or maturity date thereof, as the case may be, (iii) the Trustee shall have received a report by an independent certified public accountant selected by the City verifying the sufficiency of the moneys or Defeasance Securities deposited with the Trustee to pay when due the principal of and interest on of the Bonds to become due on such Bonds on and prior to the redemption date or maturity date thereof, as the case may be, (iv) if the Bonds are then rated, the Trustee shall have received written confirmation from each Rating Agency that such deposit will not result in the reduction or withdrawal of the rating on the Bonds, and (v) the Trustee shall have received an

opinion of Bond Counsel to the effect that (A) any Bond having been deemed to have been paid as provided in this Section is no longer Outstanding hereunder and is no longer secured by or entitled to the benefits of this Indenture, (B) such defeasance is in accordance with the terms hereof and (C) such defeasance will not adversely affect the exclusion of interest on such Bond from gross income for purposes of federal income taxation. Neither Defeasance Securities nor moneys deposited with the Trustee pursuant to this Section nor principal or interest payments on any such Defeasance Securities shall be withdrawn or used for any purpose other than, and shall be held in trust for, the payment of the principal of and interest on the Bonds. Any cash received from such principal of and interest on such Defeasance Securities deposited with the Trustee, if not then needed for such purpose, shall be reinvested in Defeasance Securities as directed in writing by the City maturing at times and in amounts sufficient to pay when due the principal of and interest on the Bonds on and prior to such redemption date or maturity date thereof, as the case may be. Any payment for Defeasance Securities purchased for the purpose of reinvesting cash as aforesaid shall be made only against delivery of such Defeasance Securities.

ARTICLE XV MISCELLANEOUS

Section 15.1. Benefits of Indenture Limited to Parties.

Nothing in this Indenture, expressed or implied, is intended to give to any Person other than the City, the Trustee, and the Owners, any right, remedy, or claim under or by reason of this Indenture. Any covenants, stipulations, promises or agreements in this Indenture by and on behalf of the City shall be for the sole and exclusive benefit of the Owners and the Trustee.

Section 15.2. Successor is Deemed Included in All References to Predecessor.

Whenever in this Indenture or any Supplemental Indenture either the City or the Trustee is named or referred to, such reference shall be deemed to include the successors or assigns thereof, and all the covenants and agreements in this Indenture contained by or on behalf of the City or the Trustee shall bind and inure to the benefit of the respective successors and assigns thereof whether so expressed or not.

Section 15.3. Execution of Documents and Proof of Ownership by Owners.

Any request, declaration, or other instrument which this Indenture may require or permit to be executed by Owners may be in one or more instruments of similar tenor and shall be executed by Owners in person or by their attorneys duly appointed in writing.

Except as otherwise herein expressly provided, the fact and date of the execution by any Owner or his attorney of such request, declaration, or other instrument, or of such writing appointing such attorney, may be proved by the certificate of any notary public or other officer authorized to take acknowledgments of deeds to be recorded in the state in which he purports to act, that the Person signing such request, declaration, or other instrument or writing acknowledged to him the execution thereof, or by an affidavit of a witness of such execution, duly sworn to before such notary public or other officer.

Except as otherwise herein expressly provided, the ownership of registered Bonds and the amount, maturity, number, and date of holding the same shall be proved by the Register.

Any request, declaration or other instrument or writing of the Owner of any Bond shall bind all future Owners of such Bond in respect of anything done or suffered to be done by the City or the Trustee in good faith and in accordance therewith.

Section 15.4. Waiver of Personal Liability.

No member, officer, agent, or employee of the City shall be individually or personally liable for the payment of the principal of, or interest or any premium on, the Bonds; but nothing herein contained shall relieve any such member, officer, agent, or employee from the performance of any official duty provided by law.

Section 15.5. Notices to and Demands on City and Trustee.

(a) Except as otherwise expressly provided in this Indenture, all notices or other instruments required or permitted under this Indenture, including any City Certificate, shall be in writing and shall be delivered by hand, mailed by first class mail, postage prepaid, or transmitted by facsimile or e-mail and addressed as follows:

If to the City:

City of Kyle, Texas
100 W. Center Street
Kyle, Texas 78640
Attn: City Manager
Email: ssellers@cityofkyle.com
Telephone: 512.262.3923

With copy to:

The Knight Law Firm, LLP
Attn: Veronica Rivera, City Attorney
223 West Anderson Lane, Suite A-105
Austin, Texas 78752
Fax No.: 512.922.3004
Email: vrivera@cityattorneytexas.com

If to the Trustee
or the Paying Agent/Registrar:

BOKF, NA
Attn: Rosalyn Davis
1401 McKinney, Suite 1000
Houston, Texas 77010
Fax No.: 713.354.0279
Email: Rosalyn.Davis@bokf.com

Any such notice, demand, or request may also be transmitted to the appropriate party by telephone and shall be deemed to be properly given or made at the time of such transmission if, and only if, such transmission of notice shall be confirmed in writing and sent as specified above.

Any of such addresses may be changed at any time upon written notice of such change given to the other party by the party effecting the change. Notices and consents given by mail in

accordance with this Section shall be deemed to have been given five Business Days after the date of dispatch; notices and consents given by any other means shall be deemed to have been given when received.

(b) The Trustee shall mail to each Owner of a Bond notice of (i) any substitution of the Trustee; or (ii) the redemption or defeasance of all Bonds Outstanding.

(c) The Trustee agrees to accept and act upon instructions or directions pursuant to this Indenture sent by unsecured e-mail, facsimile transmission, or other similar unsecured electronic methods; provided, however, that the City shall provide to the Trustee an incumbency certificate listing designated persons authorized to provide such instructions, which incumbency certificate shall be amended whenever a person is to be added or deleted from the listing. If the City elects to give the Trustee e-mail or facsimile instructions (or instructions by a similar electronic method), the Trustee's understanding of such instructions shall be deemed controlling. The Trustee shall not be liable for any losses, costs or expenses arising directly or indirectly from the Trustee's reliance upon and compliance with such instructions notwithstanding such instructions conflict or are inconsistent with a subsequent written instruction. The City agrees to assume all risks arising out of the use of such electronic methods to submit instructions and directions to the Trustee, including without limitation the risk of the Trustee acting on unauthorized instructions, and the risk of interception and misuse by third parties.

(d) The parties agree that the transaction described herein may be conducted and related documents may be stored by electronic means. Copies, telecopies, facsimiles, electronic files, and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action, or suit in the appropriate court of law.

Section 15.6. Partial Invalidity.

If any Section, paragraph, sentence, clause, or phrase of this Indenture shall for any reason be held illegal or unenforceable, such holding shall not affect the validity of the remaining portions of this Indenture. The City hereby declares that it would have adopted this Indenture and each and every other Section, paragraph, sentence, clause, or phrase hereof and authorized the issue of the Bonds pursuant thereto irrespective of the fact that any one or more Sections, paragraphs, sentences, clauses, or phrases of this Indenture may be held illegal, invalid, or unenforceable.

Section 15.7. Applicable Laws.

This Indenture shall be governed by and enforced in accordance with the laws of the State of Texas applicable to contracts made and performed in the State of Texas.

Section 15.8. Counterparts.

This Indenture may be executed in counterparts, each of which shall be deemed an original.

[remainder of page left blank intentionally]

IN WITNESS WHEREOF, the City and the Trustee have caused this Indenture of Trust to be executed all as of the date hereof.

CITY OF KYLE, TEXAS

By: _____
Mayor

Attest:

City Secretary

[CITY SEAL]

BOKF, NA,
as Trustee

By: _____
Authorized Officer

EXHIBIT A

(a) Form of Bond.

NEITHER THE FAITH AND CREDIT NOR THE TAXING POWER OF THE STATE OF TEXAS, THE CITY, OR ANY OTHER POLITICAL CORPORATION, SUBDIVISION OR AGENCY THEREOF, IS PLEDGED TO THE PAYMENT OF THE PRINCIPAL OF OR INTEREST ON THIS BOND.

REGISTERED

REGISTERED

No. _____

\$ _____

United States of America
State of Texas

CITY OF KYLE, TEXAS
SPECIAL ASSESSMENT REVENUE BOND, SERIES 2022
(PLUM CREEK NORTH PUBLIC IMPROVEMENT DISTRICT
MAJOR IMPROVEMENT AREA PROJECT)

<u>INTEREST RATE</u>	<u>MATURITY DATE</u>	<u>DATE OF DELIVERY</u>	<u>CUSIP NUMBER</u>
_____ %	September 1, 20____	_____	_____

The City of Kyle, Texas (the “City”), for value received, hereby promises to pay, solely from the Trust Estate, to

or registered assigns, on the Maturity Date, as specified above, the sum of

_____ DOLLARS

unless this Bond shall have been sooner called for redemption and the payment of the principal hereof shall have been paid or provision for such payment shall have been made, and to pay interest on the unpaid principal amount hereof from the later of the Date of Delivery, as specified above, or the most recent Interest Payment Date to which interest has been paid or provided for until such principal amount shall have been paid or provided for, at the per annum rate of interest specified above, computed on the basis of a 360-day year of twelve 30-day months, such interest to be paid

semiannually on March 1 and September 1 of each year, commencing September 1, 2022, until maturity or prior redemption.

Capitalized terms appearing herein that are defined terms in the Indenture defined below, have the meanings assigned to them in the Indenture. Reference is made to the Indenture for such definitions and for all other purposes.

The principal of this Bond shall be payable without exchange or collection charges in lawful money of the United States of America upon presentation and surrender of this Bond at the corporate trust office in Houston, Texas (the “*Designated Payment/Transfer Office*”), of BOKF, NA, as trustee and paying agent/registrar (the “*Trustee*”, which term includes any successor trustee under the Indenture), or, with respect to a successor trustee and paying agent/registrar, at the Designated Payment/Transfer Office of such successor. Interest on this Bond is payable by check dated as of the Interest Payment Date, mailed by the Trustee to the registered owner at the address shown on the registration books kept by the Trustee or by such other customary banking arrangements acceptable to the Trustee, requested by, and at the risk and expense of, the Person to whom interest is to be paid. For the purpose of the payment of interest on this Bond, the registered owner shall be the Person in whose name this Bond is registered at the close of business on the “*Record Date*,” which shall be the fifteenth day of the month next preceding such Interest Payment Date; provided, however, that in the event of nonpayment of interest on a scheduled Interest Payment Date, that continues for 30 days or more thereafter, a new record date for such interest payment (a “*Special Record Date*”) will be established by the Trustee, if and when funds for the payment of such interest have been received from the City. Notice of the Special Record Date and of the scheduled payment date of the past due interest (the “*Special Payment Date*,” which shall be 15 days after the Special Record Date) shall be sent at least five Business Days prior to the Special Record Date by United States mail, first class postage prepaid, to the address of each Owner of a Bond appearing on the books of the Trustee at the close of business on the last Business Day preceding the date of mailing such notice.

If a date for the payment of the principal of or interest on the Bonds is a Saturday, Sunday, legal holiday, or a day on which banking institutions in the city in which the Designated Payment/Transfer Office is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding Business Day, and payment on such date shall have the same force and effect as if made on the original date payment was due.

This Bond is one of a duly authorized issue of assessment revenue bonds of the City having the designation specified in its title (herein referred to as the “*Bonds*”), dated April 14, 2022 and issued in the aggregate principal amount of \$_____,000 and issued, with the limitations described herein, pursuant to an Indenture of Trust, dated as of March 15, 2022 (the “*Indenture*”), by and between the City and the Trustee, to which Indenture reference is hereby made for a description of the amounts thereby pledged and assigned, the nature and extent of the lien and security, the respective rights thereunder to the holders of the Bonds, the Trustee, and the City, and the terms upon which the Bonds are, and are to be, authenticated and delivered and by this reference to the terms of which each holder of this Bond hereby consents. All Bonds issued under the Indenture are equally and ratably secured by the amounts thereby pledged and assigned. The Bonds are being issued for the purposes of (i) paying a portion of the Actual Costs of the Major Improvement Area Projects, (ii) paying capitalized interest on the Bonds during and after the period of acquisition and construction of the Major Improvement Area Projects, (iii) funding a

reserve account for payment of principal and interest on the Bonds, (iv) paying a portion of the Actual Costs incidental to the organization and administration of the District, and (v) paying costs of issuance of the Bonds.

The Bonds are special, limited obligations of the City payable solely from the Trust Estate as defined in the Indenture. Reference is hereby made to the Indenture, copies of which are on file with and available upon request from the Trustee, for the provisions, among others, with respect to the nature and extent of the duties and obligations of the City, the Trustee and the Owners. The Owner of this Bond, by the acceptance hereof, is deemed to have agreed and consented to the terms, conditions and provisions of the Indenture.

Notwithstanding any provision hereof, the Indenture may be released and the obligation of the City to make money available to pay this Bond may be defeased by the deposit of money and/or certain direct or indirect Defeasance Securities sufficient for such purpose as described in the Indenture.

The Bonds are issuable as fully registered bonds only in Authorized Denominations, subject to the provisions of the Indenture authorizing redemption in Authorized Denominations.

The Bonds are subject to mandatory sinking fund redemption prior to their respective Stated Maturities and will be redeemed by the City in part at a price equal to 100% of the principal amount thereof, or portions thereof, to be redeemed plus accrued interest thereon to the date set for redemption from moneys available for such purpose in the Principal and Interest Account of the Bond Fund pursuant to Article VI of the Indenture, on the dates and in the Sinking Fund Installment amounts as set forth in the following schedule:

[insert sinking fund installment schedule from Sec. 4.2]

At least 45 days prior to each mandatory sinking fund redemption date, and subject to any prior reduction authorized by Section 4.2 of the Indenture, the Trustee shall select for redemption by lot, or in any manner as Trustee shall deem fair, a principal amount of Bonds of such maturity equal to the Sinking Fund Installments of such Bonds to be redeemed, shall call such Bonds for redemption on such scheduled mandatory sinking fund redemption date, and shall give notice of such redemption, as provided in Section 4.6 of the Indenture.

The principal amount of Bonds of a Stated Maturity required to be redeemed on any mandatory sinking fund redemption date shall be reduced, at the option of the City, by the principal amount of any Bonds of such maturity which, at least 45 days prior to the mandatory sinking fund redemption date shall have been acquired by the City at a price not exceeding the principal amount of such Bonds plus accrued and unpaid interest to the date of purchase thereof, and delivered to the Trustee for cancellation.

The principal amount of Bonds required to be redeemed on any mandatory sinking fund redemption date pursuant to Section 4.2(a) of the Indenture shall be reduced on a pro rata basis among Sinking Fund Installments by the principal amount of any Bonds which, at least forty-five (45) days prior to the mandatory sinking fund redemption date, shall have been redeemed pursuant

to the optional redemption or extraordinary optional redemption provisions hereof and not previously credited to a mandatory sinking fund redemption.

The City reserves the right and option to redeem the Bonds before their scheduled maturity dates, in whole or in part, in amounts equal to Authorized Denominations, on or after September 1, 20____, such redemption date or dates to be fixed by the City, at 100% of the principal amount of such Bonds, or portions thereof, to be redeemed plus accrued interest to the date of redemption.

Bonds are subject to extraordinary optional redemption prior to maturity in whole or in part, on the first day of any month, at a Redemption Price equal to at 100% of the principal amount of such Bonds called for redemption, or portions thereof, to be redeemed plus accrued interest to the date of redemption from amounts on deposit in the Redemption Fund as a result of Prepayments, other transfers to the Redemption Fund pursuant to the Indenture, or as a result of unexpended amounts transferred from the Project Fund as provided in the Indenture.

If less than all of the Bonds are to be redeemed pursuant to Section 4.2, 4.3, or 4.4 of the Indenture, Bonds shall be redeemed in minimum principal amounts of \$1,000 or any integral thereof. Each Bond shall be treated as representing the number of Bonds that is obtained by dividing the principal amount of such Bond by \$1,000. No redemption shall result in a Bond in a denomination of less than the Authorized Denomination in effect at that time; provided, however, if the amount of the Outstanding Bond is less than an Authorized Denomination after giving effect to such partial redemption, a Bond in the principal amount equal to the unredeemed portion, but not less than \$1,000, may be issued.

In selecting the Bonds to be redeemed pursuant to Section 4.2 of the Indenture, the Trustee may select Bonds in any method that results in a random selection.

In selecting the Bonds to be redeemed pursuant to Section 4.3 of the Indenture, the Trustee may rely on the directions provided in a City Certificate.

If less than all of the Bonds are called for extraordinary optional redemption pursuant to Section 4.4 of the Indenture, the Bonds or portion of a Bond, as applicable, to be redeemed shall be allocated on a pro rata basis (as nearly as practicable) among all Outstanding Bonds.

Upon surrender of any Bond for redemption in part, the Trustee in accordance with the Indenture, shall authenticate and deliver and exchange the Bond or Bonds in an aggregate principal amount equal to the unredeemed portion of the Bond so surrendered, which shall be an Authorized Denomination. A new Bond representing the unredeemed balance of such Bond shall be issued to the Owner thereof, such exchange being without charge. If any Bonds are to be redeemed and such redemption results in the unredeemed portion of a single Bond in an amount less than the Authorized Denomination, a Bond in the principal amount equal to the unredeemed portion, but not less than \$1,000, may be issued.

The Trustee shall give notice of any redemption of the Bonds by sending notice by first class United States mail, postage prepaid, not less than 30 days before the date fixed for redemption, to the Owner of each Bond (or part thereof) to be redeemed, at the address shown on the Register. The notice shall state the redemption date, the Redemption Price, the place at which the Bonds are to be surrendered for payment, and, if less than all the Bonds Outstanding are to be

redeemed, an identification of the Bonds or portions thereof to be redeemed. Any notice so given shall be conclusively presumed to have been duly given, whether or not the Owner receives such notice.

With respect to any optional redemption of the Bonds, unless the Trustee has received funds sufficient to pay the Redemption Price of the Bonds to be redeemed before giving of a notice of redemption, the notice may state the City may condition redemption on the receipt of such funds by the Trustee on or before the date fixed for the redemption, or on the satisfaction of any other prerequisites set forth in the notice of redemption. If a conditional notice of redemption is given and such prerequisites to the redemption and sufficient funds are not received, the notice shall be of no force and effect, the City shall not redeem the Bonds and the Trustee shall give notice, in the manner in which the notice of redemption was given, that the Bonds have not been redeemed.

The Indenture permits, with certain exceptions as therein provided, the amendment thereof and the modification of the rights and obligations of the City and the rights of the holders of Bonds under the Indenture at any time Outstanding affected by such modification. The Indenture also contains provisions permitting the holders of specified percentages in aggregate principal amount of the Bonds at the time Outstanding, on behalf of the holders of all the Bonds, to waive compliance by the City with certain past defaults under the Bond Ordinance or the Indenture and their consequences. Any such consent or waiver by the holder of this Bond or any predecessor Bond evidencing the same debt shall be conclusive and binding upon such holder and upon all future holders thereof and of any Bond issued upon the transfer thereof or in exchange therefor or in lieu thereof, whether or not notation of such consent or waiver is made upon this Bond.

As provided in the Indenture, this Bond is transferable upon surrender of this Bond for transfer at the Designated Payment/Transfer Office, with such endorsement or other evidence of transfer as is acceptable to the Paying Agent/Registrar, and upon delivery to the Paying Agent/Registrar of such certifications and/or opinion of counsel as may be required under the Indenture for the transfer of this Bond. Upon satisfaction of such requirements, one or more new fully registered Bonds of the same Stated Maturity, of Authorized Denominations, bearing the same rate of interest, and for the same aggregate principal amount will be issued to the designated transferee or transferees.

Neither the City nor the Trustee shall be required to issue, transfer, or exchange any Bond called for redemption where such redemption is scheduled to occur within 45 calendar days of the transfer or exchange date; provided, however, such limitation shall not be applicable to an exchange by the registered owner of the uncalled principal balance of a Bond.

The City, the Trustee, and any other Person may treat the Person in whose name this Bond is registered as the owner hereof for the purpose of receiving payment as herein provided (except interest shall be paid to the Person in whose name this Bond is registered on the Record Date or Special Record Date, as applicable) and for all other purposes, whether or not this Bond be overdue, and neither the City nor the Trustee shall be affected by notice to the contrary.

The City reserved the right to issue Future Improvement Area Bonds and Refunding Bonds on the terms and conditions specified in the Indenture.

NEITHER THE FULL FAITH AND CREDIT NOR THE GENERAL TAXING POWER OF THE CITY OF KYLE, TEXAS, HAYS COUNTY, TEXAS, THE STATE OF TEXAS, OR ANY POLITICAL SUBDIVISION THEREOF, IS PLEDGED TO THE PAYMENT OF THE BONDS.

IT IS HEREBY CERTIFIED AND RECITED that the issuance of this Bond and the series of which it is a part is duly authorized by law; that all acts, conditions and things required to be done precedent to and in the issuance of the Bonds have been properly done and performed and have happened in regular and due time, form and manner, as required by law; and that the total indebtedness of the City, including the Bonds, does not exceed any Constitutional or statutory limitation.

IN WITNESS WHEREOF, the City Council of the City has caused this Bond to be executed under the official seal of the City.

Mayor, City of Kyle, Texas

City Secretary, City of Kyle, Texas

[City Seal]

i. Form of Comptroller's Registration Certificate.

The following Registration Certificate of Comptroller of Public Accounts shall appear on the Initial Bond:

REGISTRATION CERTIFICATE OF
COMPTROLLER OF PUBLIC ACCOUNTS

OFFICE OF THE COMPTROLLER	§	
OF PUBLIC ACCOUNTS	§	REGISTER NO. _____
	§	
THE STATE OF TEXAS	§	

I HEREBY CERTIFY THAT there is on file and of record in my office an opinion to the effect that the Attorney General of the State of Texas has approved this Bond, and that this Bond has been registered this day by me.

WITNESS MY SIGNATURE AND SEAL OF OFFICE this _____.

Comptroller of Public Accounts
of the State of Texas

[SEAL]

- ii. Form of Certificate of Trustee.

CERTIFICATE OF TRUSTEE

It is hereby certified that this is one of the Bonds of the series of Bonds referred to in the within mentioned Indenture.

BOKF, NA,
Houston, Texas, as Trustee

DATED: _____

By: _____
Authorized Signatory

- iii. Form of Assignment.

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns, and transfers unto
(print or typewrite name, address, and zip code of transferee):

(Social Security or other identifying number: _____) the within Bond and all rights hereunder and hereby irrevocably constitutes and appoints _____ attorney to transfer the within Bond on the books kept for registration hereof, with full power of substitution in the premises.

Date: _____

Signature Guaranteed By:

NOTICE: The signature on this Assignment must correspond with the name of the registered owner as it appears on the face of the within Bond in every particular and must be guaranteed in a manner acceptable to the Trustee

Authorized Signatory

iv. The Initial Bond shall be in the form set forth in paragraphs (a), (b), (d) and (e) of this Exhibit A, except for the following alterations:

- (i) immediately under the name of the Bond the heading “INTEREST RATE” and “MATURITY DATE” shall both be completed with the expression “As Shown Below,” and the reference to the “CUSIP NUMBER” shall be deleted;
- (ii) in the first paragraph of the Bond, the words “on the Maturity Date as specified above, the sum of _____ DOLLARS” shall be deleted and the following will be inserted: “on September 1 in each of the years, in the principal amounts and bearing interest at the per annum rates set forth in the following schedule:

<u>Year</u>	<u>Principal Amount</u>	<u>Interest Rate</u> ”
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(Information to be inserted from Section 3.2(c) hereof); and

- (iii) the Initial Bond shall be numbered T-1.

[City Letterhead]

Plum Creek North Public Improvement District

AMENDED AND RESTATED SERVICE AND ASSESSMENT PLAN
JANUARY 18, 2022



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INTRODUCTION

Capitalized terms used in this Amended and Restated Service and Assessment Plan shall have the meanings given to them in Section I unless otherwise defined in this Amended and Restated 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 Amended and Restated Service and Assessment Plan, or an Exhibit attached to and made a part of this Amended and Restated 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**.

On November 16, 2021 the City Council passed and approved Ordinance No. 1174 authorizing the levy of Assessments on Assessed Property.

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.

“Additional Interest Rate” means the 0.50% additional interest charged on Assessments securing PID Bonds, 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 Amended and Restated 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 Amended and Restated 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.

“Annual Service Plan Update” means an update to this Amended and Restated 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, 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.

“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 Amended and Restated 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.

“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 Amended and Restated 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, or in connection with any Annual Service Plan Update.

“Improvement Area #1 Bonds” mean those certain “City of Kyle, Texas, Special Assessment Revenue Bonds, Series 2022 (Plum Creek North Public Improvement District Improvement Area #1 Project)”, that are secured by Improvement Area #1 Assessments.

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

“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.

“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.

“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 Amended and Restated 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, or in connection with any Annual Service Plan Update.

“Major Improvement Area Bonds” mean those certain “City of Kyle, Texas, Special Assessment Revenue Bonds, Series 2022 (Plum Creek North Public Improvement District Major Improvement Area Project)”, that are secured by Major Improvement Area Assessments.

“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 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, to finance the Actual Costs of the Authorized Improvements, inclusive of the Improvement Area #1 Bonds and the Major Improvement Area Bonds.

“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 the original Service and Assessment Plan approved by City Council on November 16, 2021.

“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.

- *Capitalized Interest*

Equals the amount of capitalized interest available for payment of interest on PID Bonds, as reflected in an applicable Indenture.

- *Underwriter's Discount*

Equals a percentage of the par amount of a particular series of PID Bonds, and includes a fee for underwriter's counsel.

- *Cost of Issuance*

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, fees charged by the Texas Attorney General, and any other cost or expense directly associated with the issuance of PID Bonds.

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. 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.

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 \$21,581,684, 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 ($\geq \$21,581,684$) 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 \$2,779,193, 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 ($\geq \$2,779,193$) 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

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.

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 Amended and Restated 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 Amended and Restated 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. 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 Amended and Restated 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.

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 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. 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, 2023.

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 Amended and Restated 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 Amended and Restated 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 Amended and Restated 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 Amended and Restated 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 Amended and Restated Service and Assessment Plan.

C. Administration and Interpretation

The Administrator shall: (1) perform the obligations of the Administrator as set forth in this Amended and Restated 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 Amended and Restated Service and Assessment Plan. Interpretations of this Amended and Restated 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 Amended and Restated 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 Amended and Restated Service and Assessment Plan, or any future Annual Service Plan Updates. The executed ordinance, including any attachments, approving this Amended and Restated 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 Amended and Restated 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 963.99 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)

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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 5 of 4

THE STATE OF TEXAS

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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

Bowman Consulting | 3101 Bee Cave Road, Suite 100 | Austin, TX 78746 | P: 512.327.1180
TBPE Firm No. 14309 | TBPLS Firm No. 101205-00

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
FN1827(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°08'34" 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 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.

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51.48-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)
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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. 5549-01-001
FN1755(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 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 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 283.91 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 73.75 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

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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
FN1755(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 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)
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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



John D. Bernard
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

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;

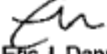
THENCE crossing the 983.99 acre tract, the following two (2) courses and distances:

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.

LANDDEV 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:

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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

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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,

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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
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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

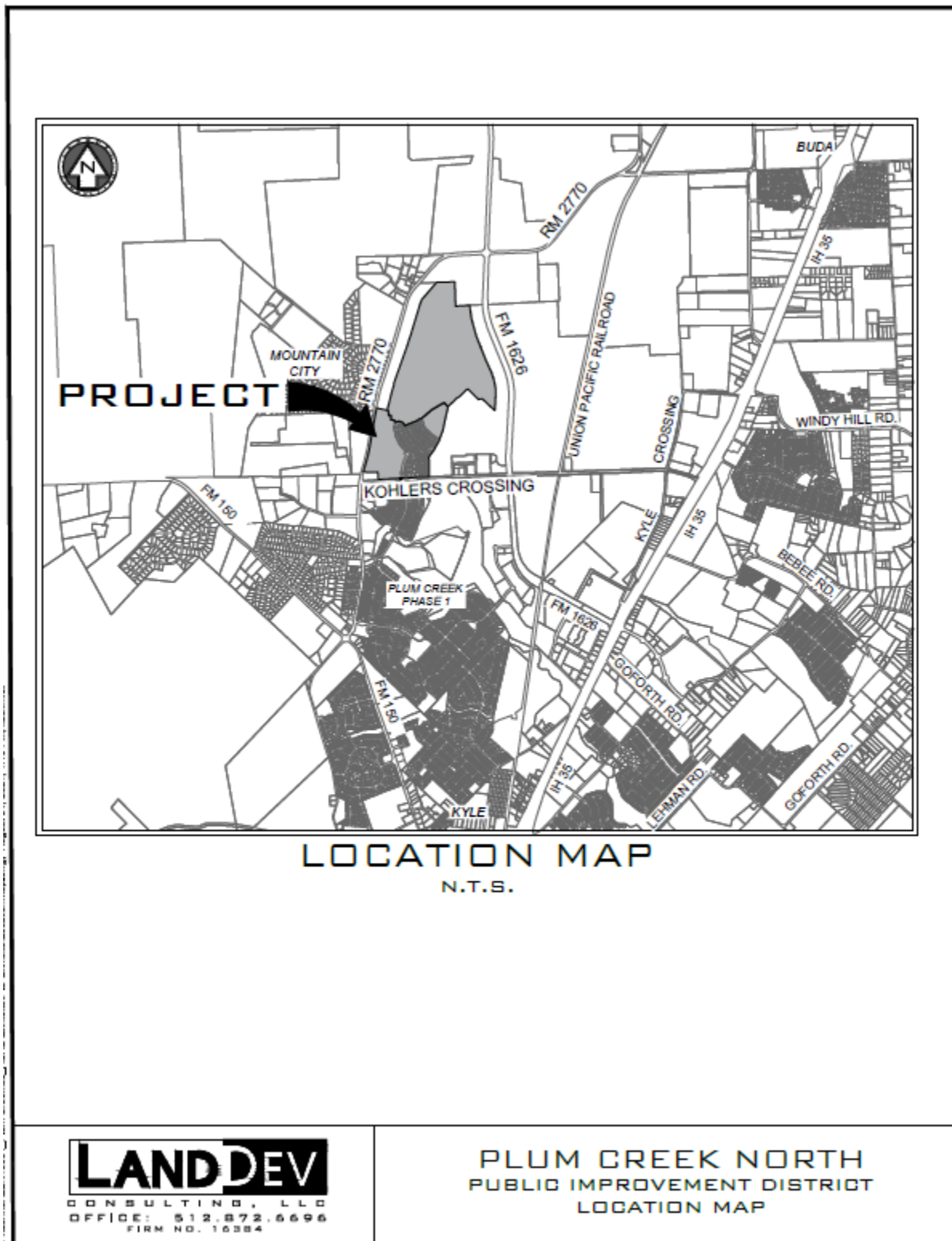
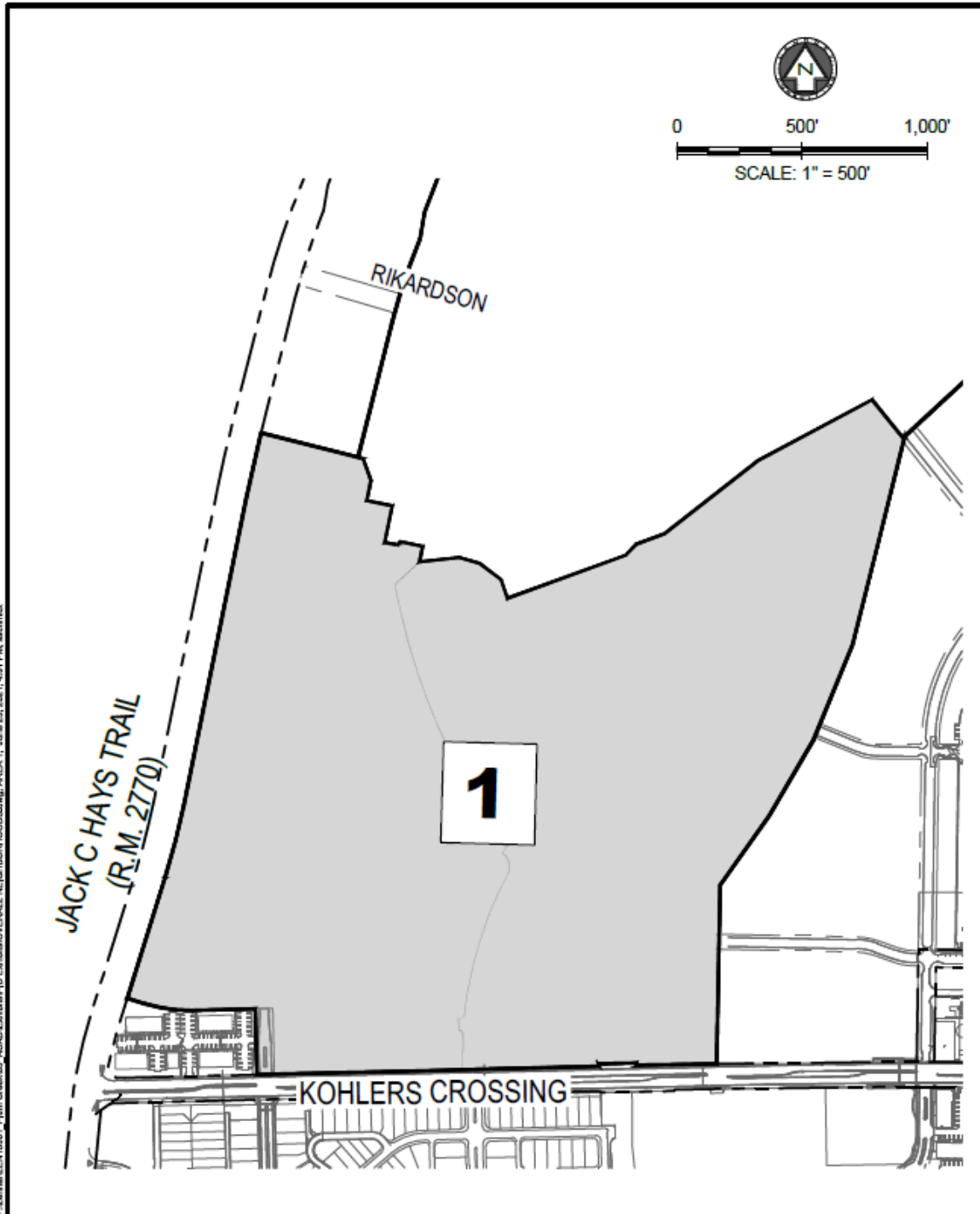


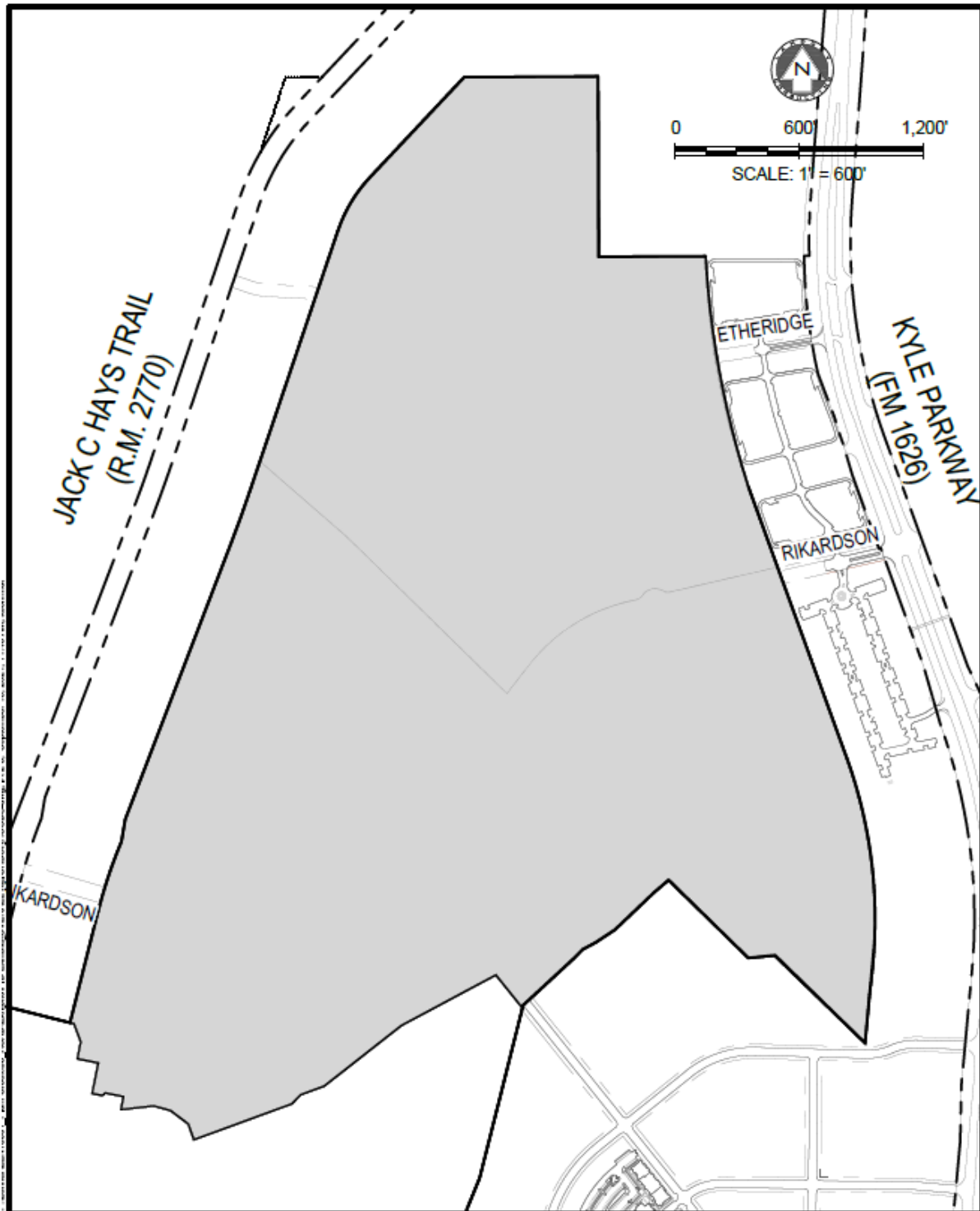
EXHIBIT B-2 – IMPROVEMENT AREA #1 BOUNDARY MAP



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

LDC
TSP# NO: 10304 - TSP#S NO: 10194101
5500 HIGHWAY 290 WEST, SUITE 100
AUSTIN, TX 78735 512.872.6696
LDCTEAMS.COM

EXHIBIT B-3 – MAJOR IMPROVEMENT AREA BOUNDARY MAP



PLUM CREEK PHASE 2
MAJOR IMPROVEMENT AREA
KYLE, HAYS COUNTY, TEXAS
SEPTEMBER, 2021

LDC
TS/PE NO: 10304 - TS/PLS NO: 10194101
5500 HIGHWAY 290 WEST, SUITE 150
AUSTIN, TX 78735 512.872.6686
LDCTEAMS.COM

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
	<u>\$ 3,113,251</u>	<u>\$ 1,017,364</u>	<u>\$ 2,095,887</u>
<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	-
	<u>\$ 19,332,968</u>	<u>\$ 19,332,968</u>	<u>\$ -</u>
<i>Bond Issuance Costs and District Formation Expenses</i>			
Debt Service Reserve Fund	\$ 714,213	\$ 484,313	\$ 229,900
Capitalized Interest	320,095	130,360	189,735
Underwriter Discount	273,450	191,550	81,900
Cost of Issuance	546,900	383,100	163,800
First Year Annual Collection Costs	60,000	42,030	17,970
	<u>\$ 1,914,658</u>	<u>\$ 1,231,353</u>	<u>\$ 683,305</u>
Total	\$ 24,360,877	\$ 21,581,684	\$ 2,779,193

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.

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		\$ -	\$ 235,000	\$ 240,000	\$ 250,000	\$ 260,000
Interest		130,360	239,438	230,625	221,625	212,250
Capitalized Interest		(130,360)	-	-	-	-
	(1)	\$ -	\$ 474,438	\$ 470,625	\$ 471,625	\$ 472,250
Annual Collection Costs	(2)	\$ -	\$ 42,030	\$ 42,870	\$ 43,728	\$ 44,602
Additional Interest	(3)	\$ -	\$ 31,925	\$ 30,750	\$ 29,550	\$ 28,300
Total Annual Installment	(4) = (1) + (2) + (3)	\$ -	\$ 548,392	\$ 544,245	\$ 544,903	\$ 545,152

Major Improvement Area						
Installments Due		1/31/2022	1/31/2023	1/31/2024	1/31/2025	1/31/2026
Principal		\$ -	\$ -	\$ 100,000	\$ 105,000	\$ 110,000
Interest		66,885	122,850	122,850	118,350	113,625
Capitalized Interest		(66,885)	(122,850)	-	-	-
	(1)	\$ -	\$ -	\$ 222,850	\$ 223,350	\$ 223,625
Annual Collection Costs	(2)	\$ -	\$ 17,970	\$ 18,330	\$ 18,696	\$ 19,070
Additional Interest	(3)	\$ -	\$ 13,650	\$ 13,650	\$ 13,150	\$ 12,625
Total Annual Installment	(4) = (1) + (2) + (3)	\$ -	\$ 31,620	\$ 254,830	\$ 255,196	\$ 255,320

EXHIBIT E – SOURCES AND USES

	Improvement Area #1	Major Improvement Area
Sources of Funds		
Improvement Area #1 Bonds	\$ 6,385,000	\$ -
Major Improvement Area Bonds	-	2,730,000
Owner Contribution	15,196,684	49,193
Total Sources	\$ 21,581,684	\$ 2,779,193
Uses of Funds		
Major Improvements	\$ 1,017,364	\$ 2,095,887
Improvement Area #1 Improvements	19,332,968	-
	\$ 20,350,332	\$ 2,095,887
<i>Bond Issuance Costs and District Formation Expenses</i>		
Debt Service Reserve Fund	\$ 484,313	\$ 229,900
Capitalized Interest	130,360	189,735
Underwriter Discount	191,550	81,900
Cost of Issuance	383,100	163,800
First Year Annual Collection Costs	42,030	17,970
	\$ 1,231,353	\$ 683,305
Total Uses	\$ 21,581,684	\$ 2,779,193

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	\$ -

			Improvement Area #1	
Parcel ID	Legal Description	Lot Type	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	\$ -

			Improvement Area #1	
Parcel ID	Legal Description	Lot Type	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	\$ -	\$ -

			Improvement Area #1	
Parcel ID	Legal Description	Lot Type	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	\$ -

			Improvement Area #1	
Parcel ID	Legal Description	Lot Type	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	\$ -

			Improvement Area #1	
Parcel ID	Legal Description	Lot Type	Annual Installment	
			Outstanding Assessment	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	Capitalized Interest	Total Annual Installment
2022	\$ -	\$ 130,360.42	\$ -	\$ -	\$ (130,360.42)	\$ -
2023	235,000.00	239,437.50	42,029.62	31,925.00	-	548,392.12
2024	240,000.00	230,625.00	42,870.21	30,750.00	-	544,245.21
2025	250,000.00	221,625.00	43,727.62	29,550.00	-	544,902.62
2026	260,000.00	212,250.00	44,602.17	28,300.00	-	545,152.17
2027	270,000.00	202,500.00	45,494.21	27,000.00	-	544,994.21
2028	280,000.00	192,375.00	46,404.10	25,650.00	-	544,429.10
2029	290,000.00	181,875.00	47,332.18	24,250.00	-	543,457.18
2030	305,000.00	171,000.00	48,278.82	22,800.00	-	547,078.82
2031	315,000.00	159,562.50	49,244.40	21,275.00	-	545,081.90
2032	330,000.00	147,750.00	50,229.29	19,700.00	-	547,679.29
2033	340,000.00	135,375.00	51,233.87	18,050.00	-	544,658.87
2034	355,000.00	122,625.00	52,258.55	16,350.00	-	546,233.55
2035	370,000.00	109,312.50	53,303.72	14,575.00	-	547,191.22
2036	385,000.00	95,437.50	54,369.80	12,725.00	-	547,532.30
2037	400,000.00	81,000.00	55,457.19	10,800.00	-	547,257.19
2038	415,000.00	66,000.00	56,566.34	8,800.00	-	546,366.34
2039	430,000.00	50,437.50	57,697.66	6,725.00	-	544,860.16
2040	450,000.00	34,312.50	58,851.62	4,575.00	-	547,739.12
2041	465,000.00	17,437.50	60,028.65	2,325.00	-	544,791.15
Total	\$ 6,385,000.00	\$ 2,801,297.92	\$ 959,980.03	\$ 356,125.00	\$ (130,360.42)	\$ 10,372,042.53

[a] Interest is calculated at a 3.75% rate for illustrative purposes.

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	Capitalized Interest	Total Annual Installment
2022	\$ -	\$ 66,885.00	\$ -	\$ -	\$ (66,885.00)	\$ -
2023	-	122,850.00	17,970.38	13,650.00	(122,850.00)	31,620.38
2024	100,000.00	122,850.00	18,329.79	13,650.00	-	254,829.79
2025	105,000.00	118,350.00	18,696.38	13,150.00	-	255,196.38
2026	110,000.00	113,625.00	19,070.31	12,625.00	-	255,320.31
2027	115,000.00	108,675.00	19,451.72	12,075.00	-	255,201.72
2028	120,000.00	103,500.00	19,840.75	11,500.00	-	254,840.75
2029	125,000.00	98,100.00	20,237.56	10,900.00	-	254,237.56
2030	130,000.00	92,475.00	20,642.32	10,275.00	-	253,392.32
2031	135,000.00	86,625.00	21,055.16	9,625.00	-	252,305.16
2032	145,000.00	80,550.00	21,476.27	8,950.00	-	255,976.27
2033	150,000.00	74,025.00	21,905.79	8,225.00	-	254,155.79
2034	155,000.00	67,275.00	22,343.91	7,475.00	-	252,093.91
2035	165,000.00	60,300.00	22,790.79	6,700.00	-	254,790.79
2036	175,000.00	52,875.00	23,246.60	5,875.00	-	256,996.60
2037	180,000.00	45,000.00	23,711.53	5,000.00	-	253,711.53
2038	190,000.00	36,900.00	24,185.76	4,100.00	-	255,185.76
2039	200,000.00	28,350.00	24,669.48	3,150.00	-	256,169.48
2040	210,000.00	19,350.00	25,162.87	2,150.00	-	256,662.87
2041	220,000.00	9,900.00	25,666.13	1,100.00	-	256,666.13
Total	\$ 2,730,000.00	\$ 1,508,460.00	\$ 410,453.48	\$ 160,175.00	\$ (189,735.00)	\$ 4,619,353.48

[a] Interest is calculated at a 4.50% rate for illustrative purposes.

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	\$0.3347
2	48	\$ 761,032.50	\$15,854.84 per Unit	\$0.3347
3	227	\$ 3,732,347.64	\$16,442.06 per Unit	\$0.3347
4	64	\$ 1,114,928.26	\$17,420.75 per Unit	\$0.3347
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.

<p>EXHIBIT K – ESTIMATED BUILDOUT VALUE FOR IMPROVEMENT AREA #1 AND MAJOR IMPROVEMENT AREA</p>

			Estimated Buildout		Total Buildout		% of Estimated	
Units			Value		Value		Buildout Value	
Improvement Area #1								
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%	
Major Improvement Area								
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

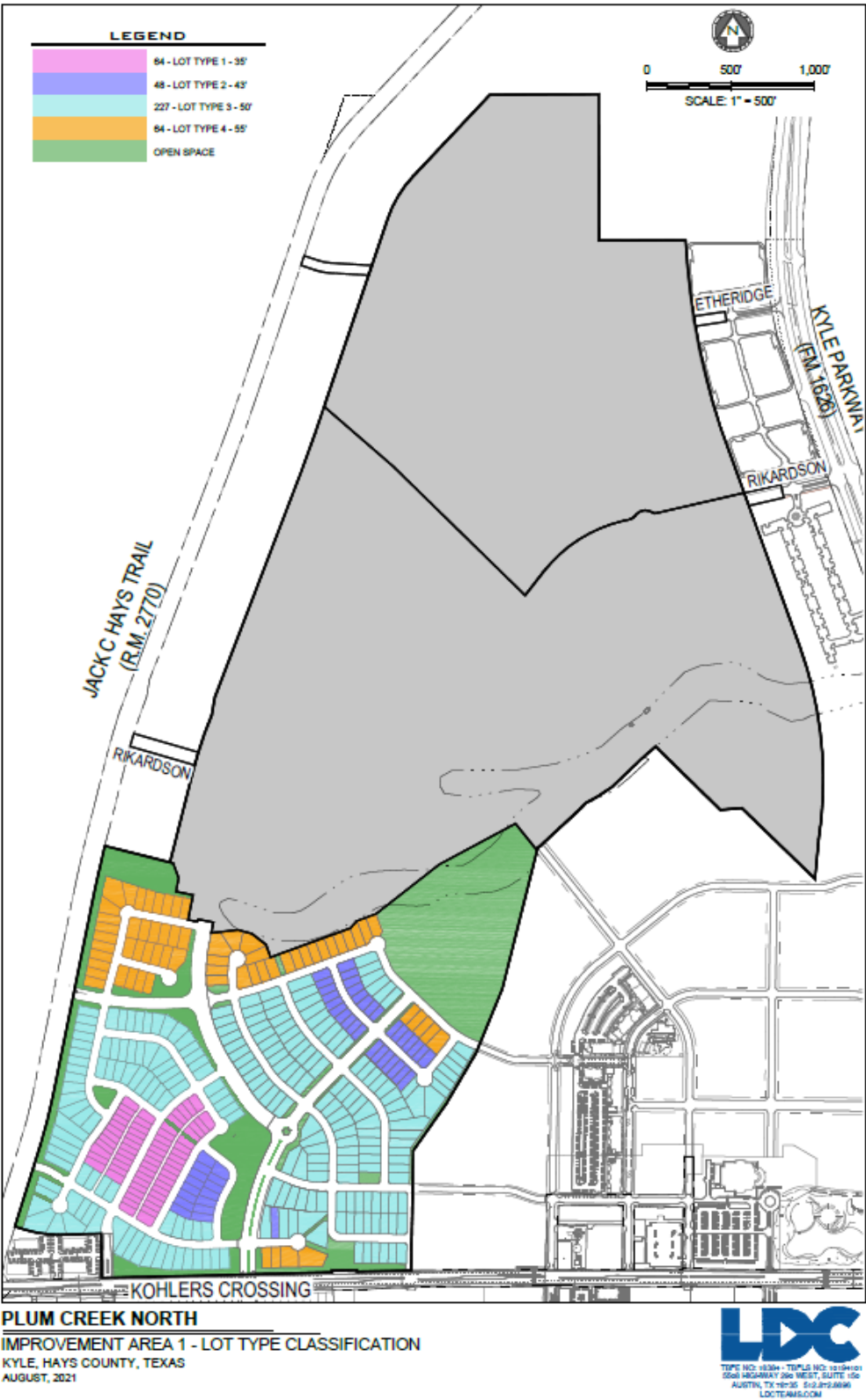
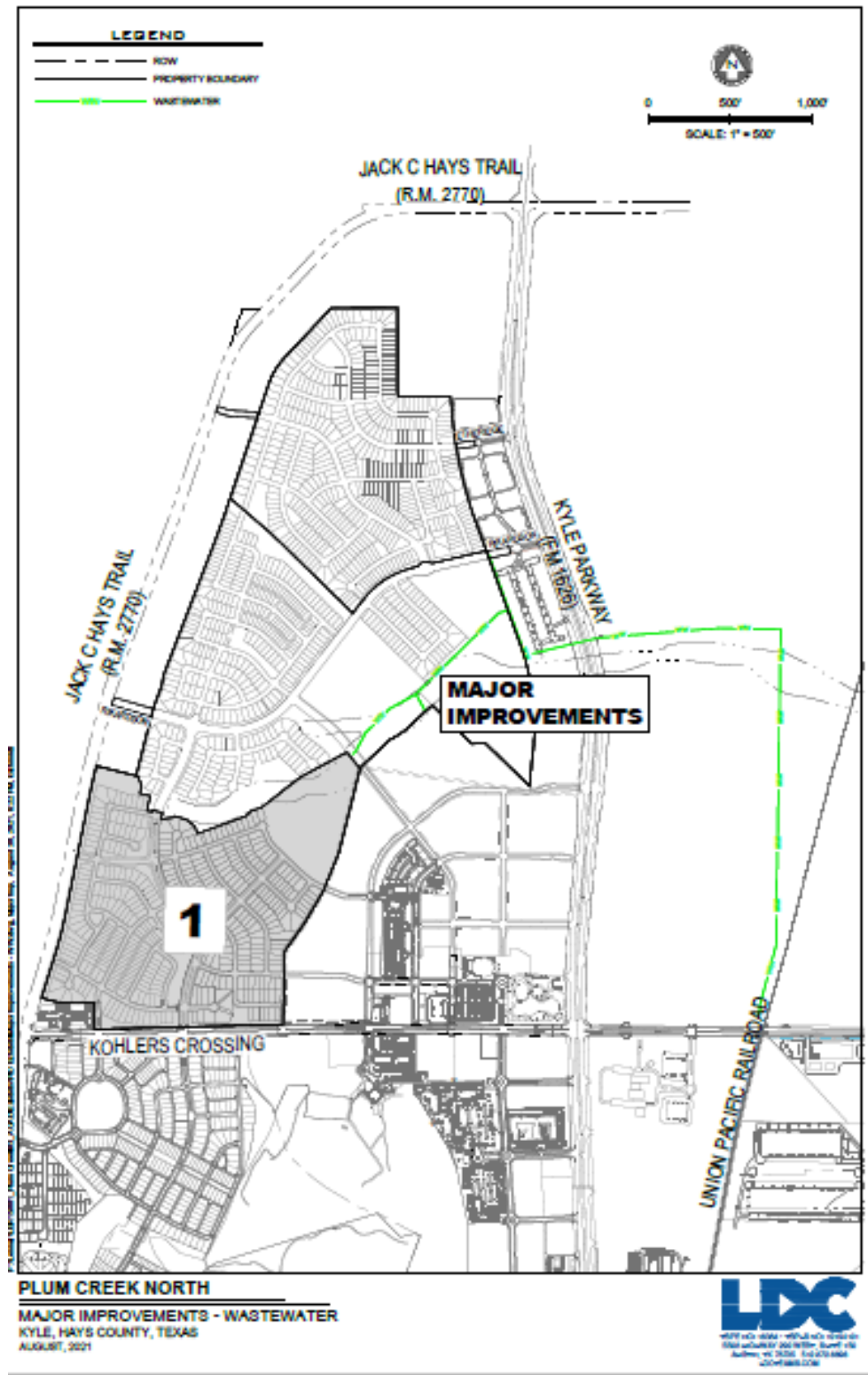
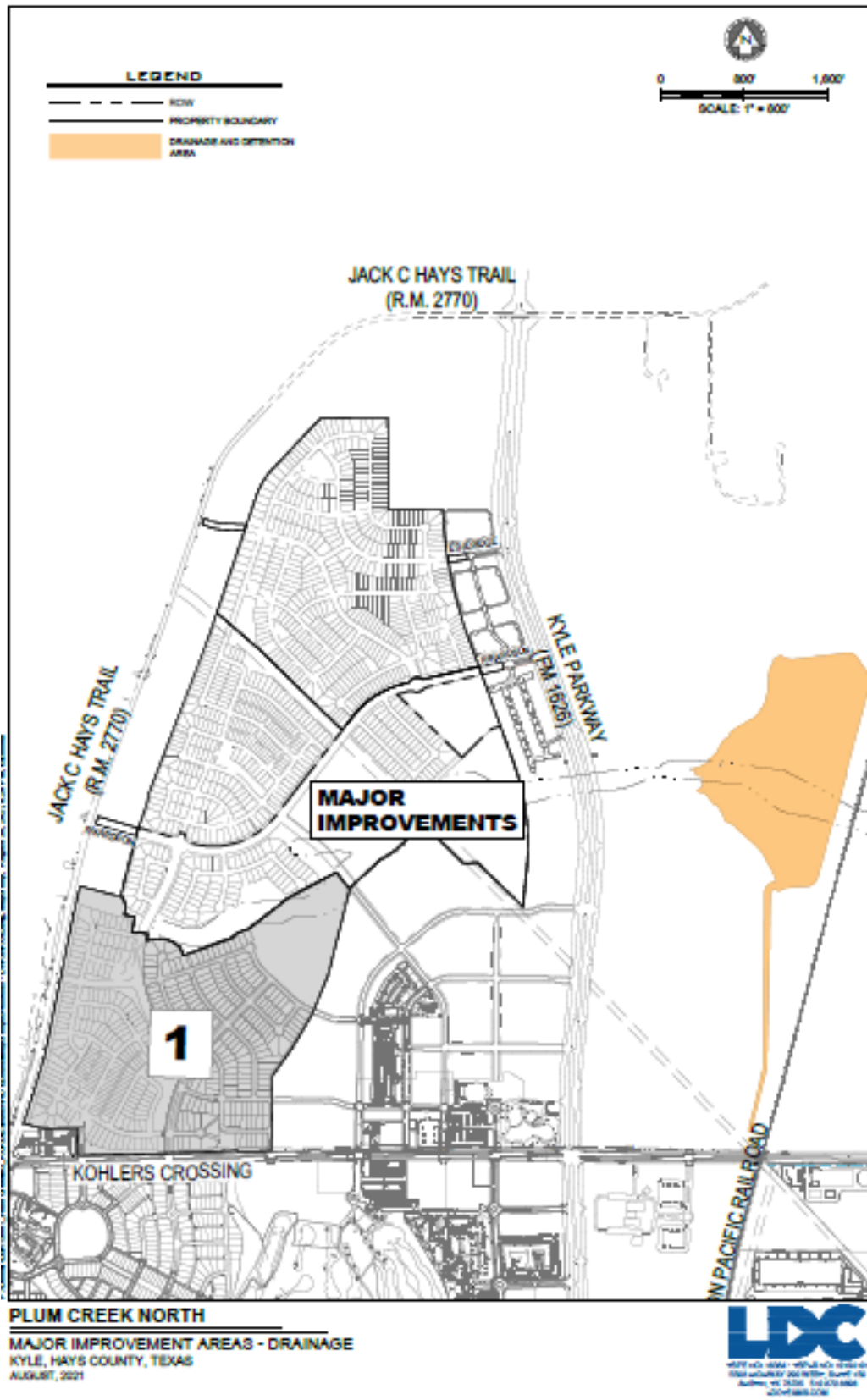


EXHIBIT M – MAPS OF MAJOR IMPROVEMENTS





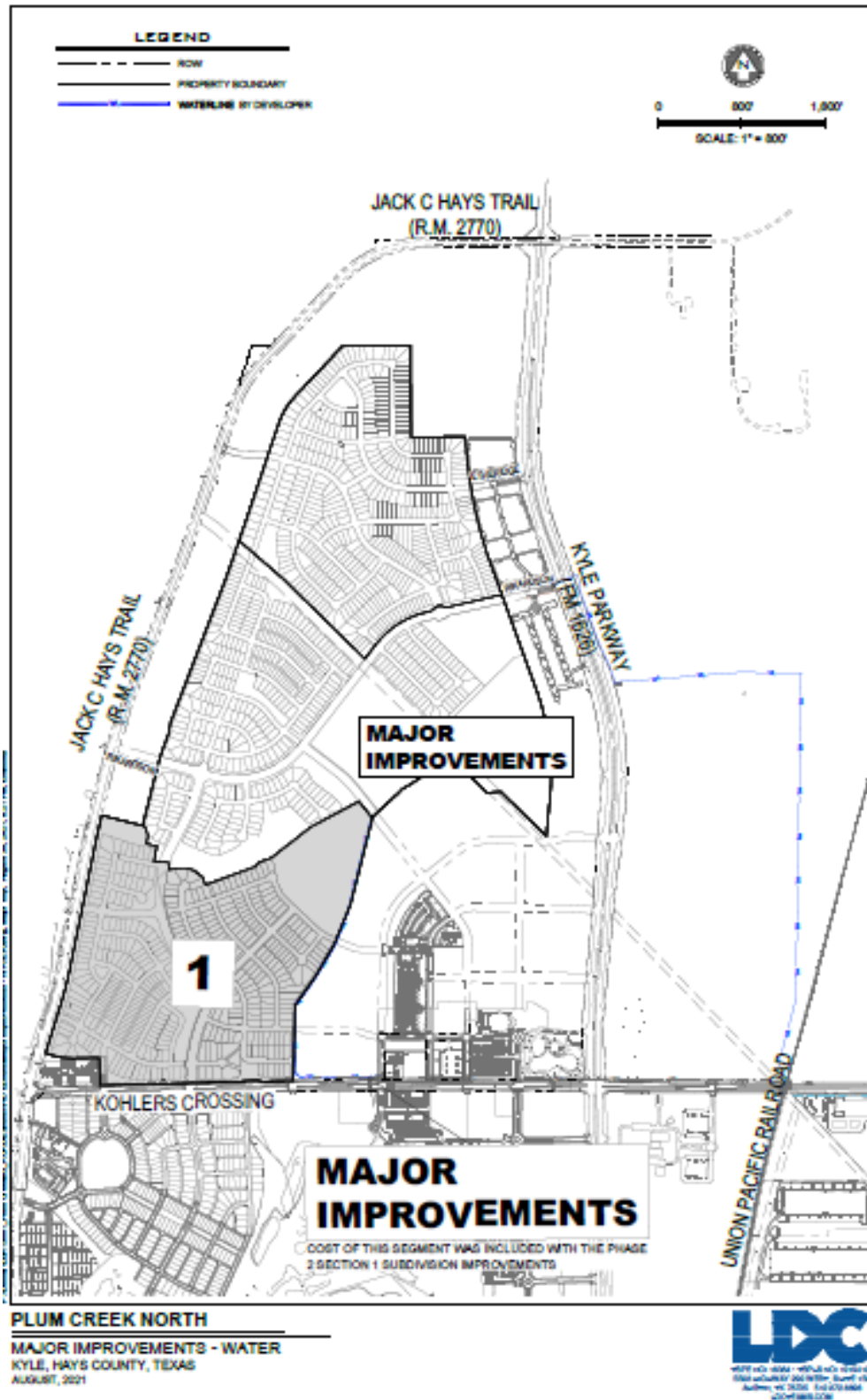
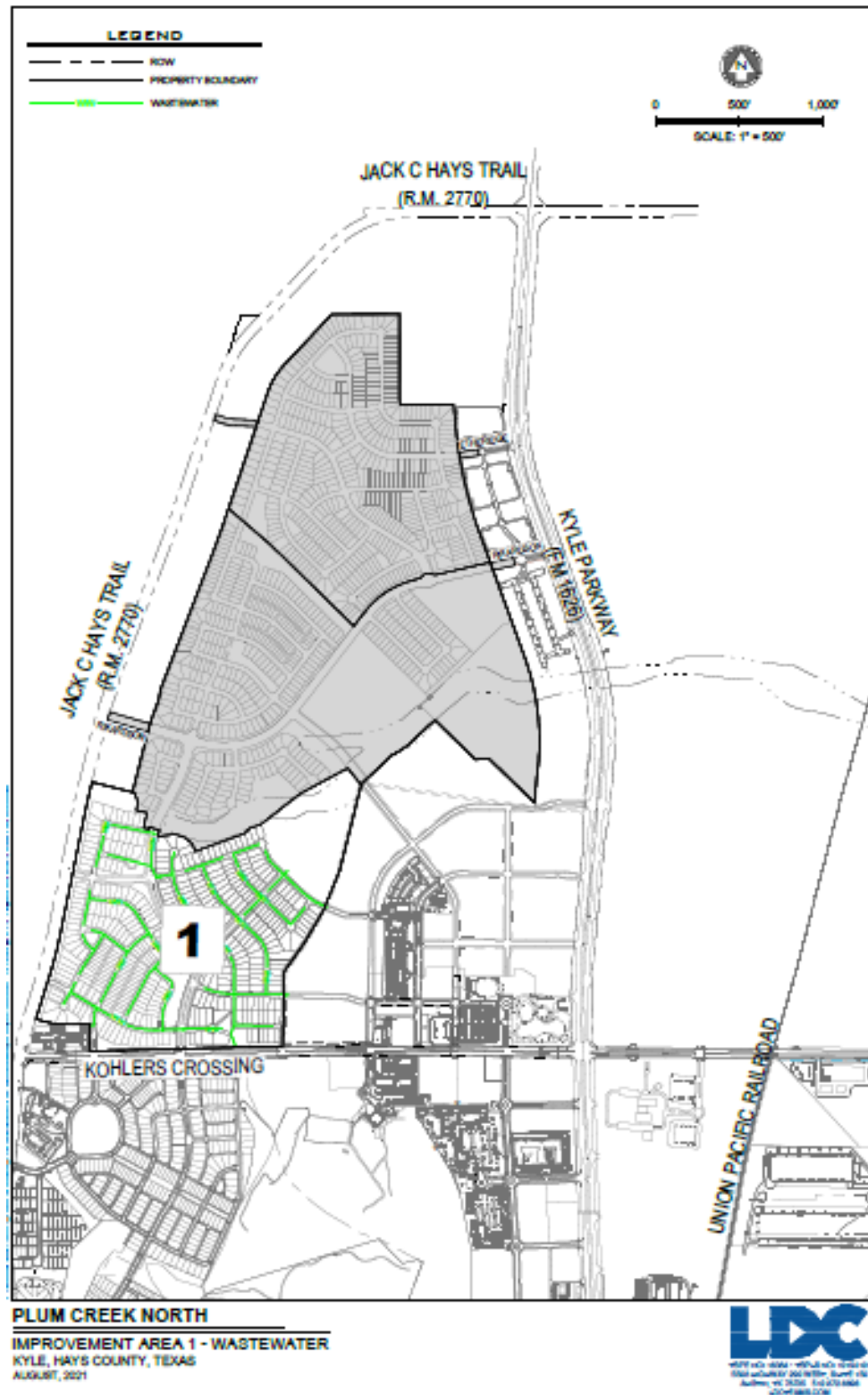
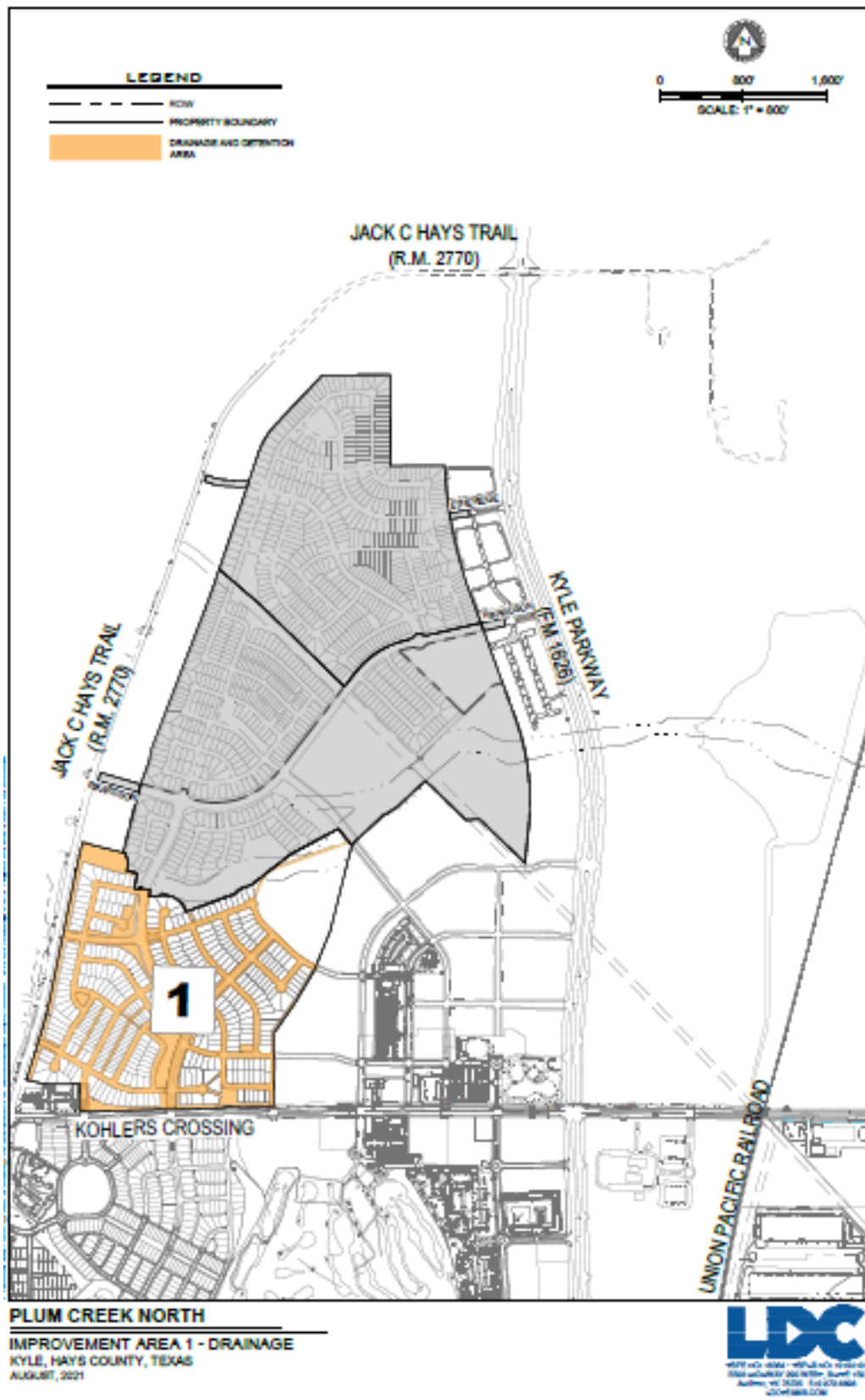
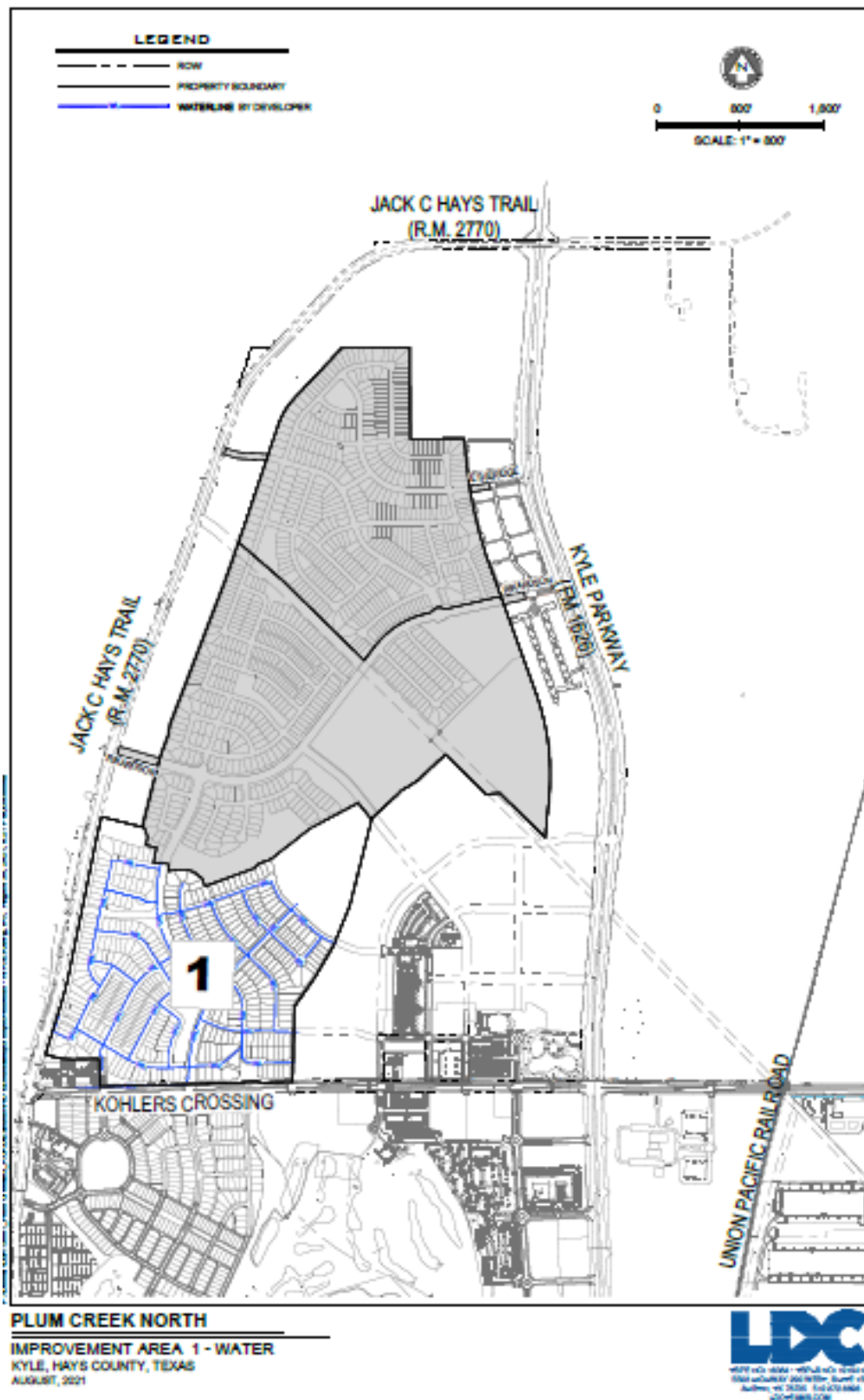
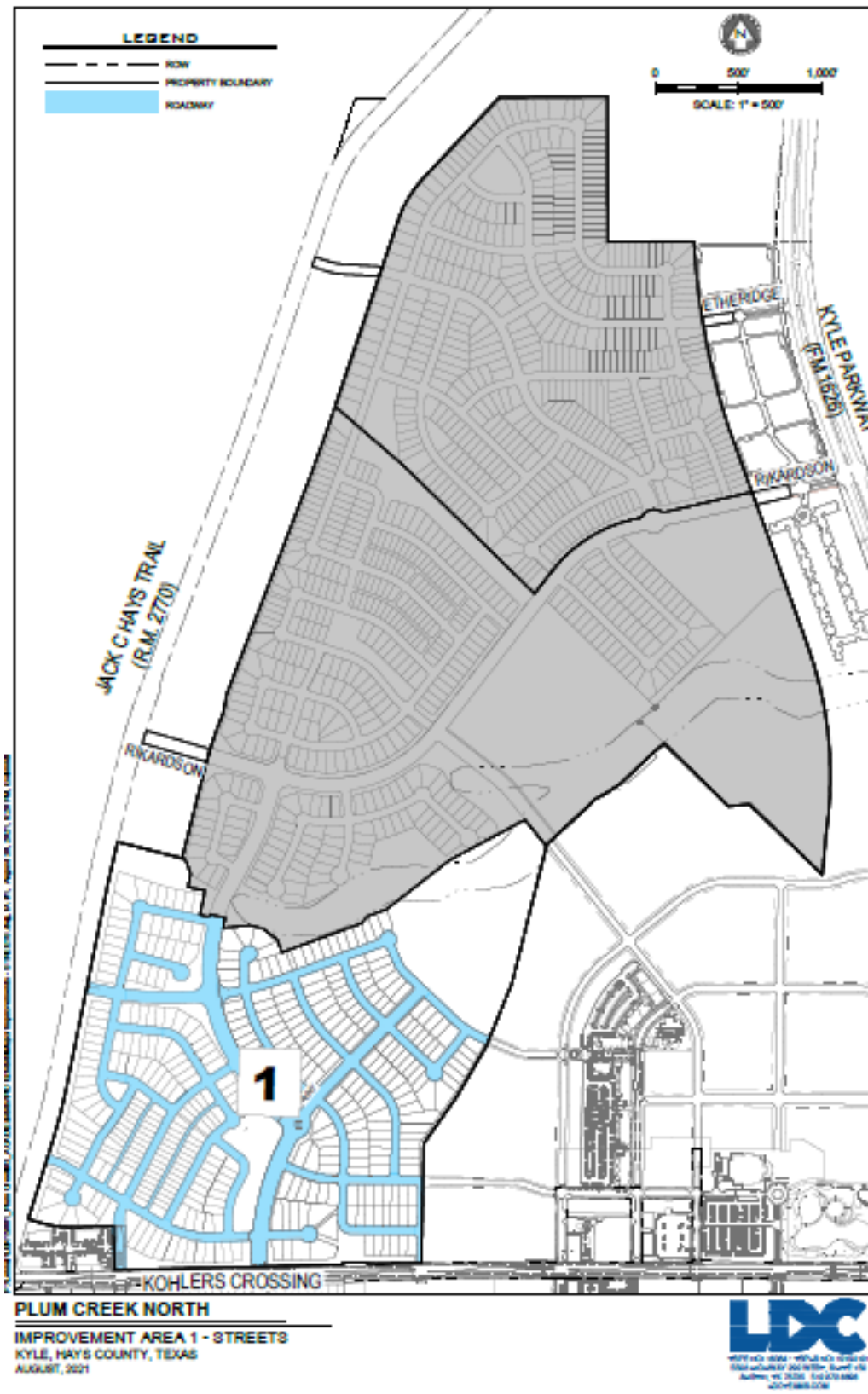


EXHIBIT N – MAPS OF IMPROVEMENT AREA #1 IMPROVEMENTS









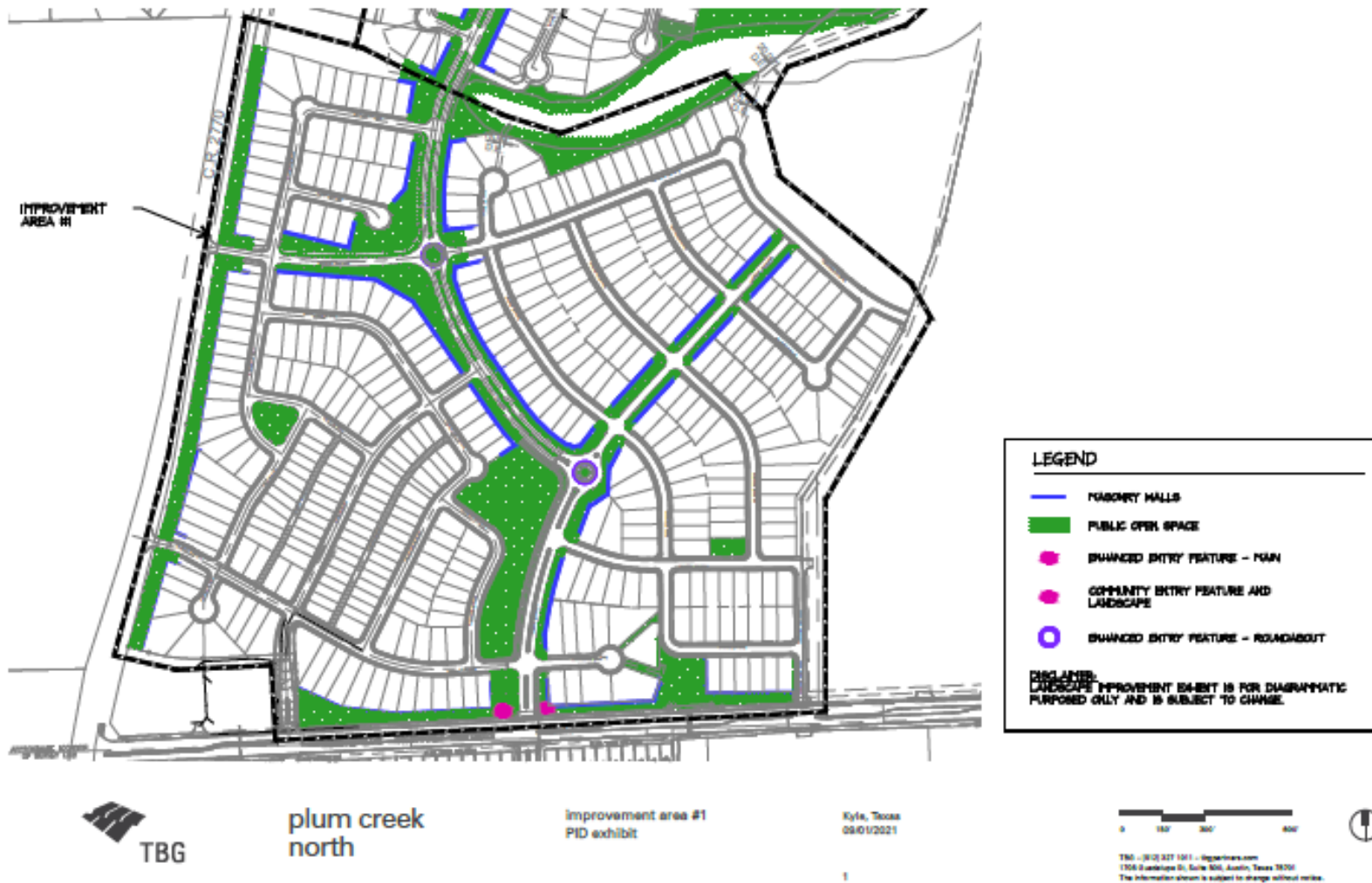


EXHIBIT O – PHASE 2 SECTION 1 PLAT

PLUM CREEK PHASE 2, SECTION 1

HAYS COUNTY, TEXAS

STATE OF TEXAS
COUNTY OF HAYS

KNOW ALL MEN BY THESE PRESENTS

THAT LENDING HOMES OF TEXAS LAND AND CONSTRUCTION LTD., ACTING BY AND THROUGH ITS GENERAL PARTNER, U.S. HOME CORPORATION, THE SOLE OWNER OF 87.606 ACRES IN THE S.W. 1/4 SEC. 10, T.15N. R.10E. S.10E. HAYS COUNTY, TEXAS, BRING A PORTION OF A CERTAIN CALLED 324.256 ACRE TRACT DESIGNATED AS TRACT 1 AND DESCRIBED IN DOCUMENT NO. 201800000, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, AND DOES HEREBY SUBDIVIDE BY 6.68 ACRES OUT OF SAID 324.256 ACRE TRACT, AS SHOWN HEREON, DOES HEREBY CONSENT TO ALL PLAT NOTES AND REQUIREMENTS SHOWN HEREON, AND DOES HEREBY GRANT TO THE CITY OF KYLE, TEXAS, THE STREETS, RIGHT-OF-WAY, EASEMENTS, AND OTHER PUBLIC PLACES SHOWN HEREON FOR EACH 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: LENDING 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 12, Suite 150
Austin, Texas 78717
STATE OF TEXAS

COUNTY OF HAYS KNOWN ALL MEN BY THESE PRESENTS

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 STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS 2ND DAY OF September, 2020 A.D.

[Signature]
NOTARY PUBLIC IN AND FOR HAYS COUNTY, TEXAS

HAYS COUNTY CLERK

I, ELAINE H. CARPENTERS, 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 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 A.M. THIS 2ND DAY OF September, 2020 A.D.

Elaine H. Carpenters, Sec. Kathryn Depuy
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.

Michelle Christie
CHAIRPERSON

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

[Signature]
ATTEST:
[Signature]
CITY CLERK

ENGINEER'S CERTIFICATION

I, SHEPHERD MOORE, A REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THIS 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. 18607 - STATE OF TEXAS
LANDDEV CONSULTING, LLC
FIRM # 1834
5508 HIGHWAY 360 WEST, SUITE 100
AUSTIN, TEXAS 78738
(512) 872-8888

STATE OF TEXAS
SHEPHERD MOORE
18607
ENGINEER
8-24-20

SURVEYOR'S CERTIFICATION

I, ERNESTO NAVARRETE, 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 NAVARRETE, P.L.S.
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 6946 - STATE OF TEXAS
LANDDEV CONSULTING, LLC
FIRM # 105457
5508 HIGHWAY 360 WEST, SUITE 100
AUSTIN, TEXAS 78738
(512) 872-8888

STATE OF TEXAS
ERNESTO NAVARRETE
6946
LAND SURVEYOR
8-24-20

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, 100-YEAR FLOOD, NO BASE FLOOD ELEVATION DETERMINED), AND A PORTION LIES WITHIN ZONE "A" (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOOD PLAIN, AS IDENTIFIED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY NATIONAL FLOOD INSURANCE PROGRAM, AS SHOWN ON MAP NO. 48360C02P, DATED SEPTEMBER 2, 2009, FOR HAYS COUNTY, TEXAS AND INCORPORATED ISSUES.

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: 2019

GENERAL NOTES

- TOTAL ACREAGE: 67.606 ACRES
THE TOTAL AREA OF STREET RIGHTS-OF-WAY MAJOR, 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
232 SINGLE FAMILY LOTS
1 ACCESS EASEMENT LOT
1 AGENCY CENTER LOT
1 DRAINAGE EASEMENT LOT
1 WATERWATER, DRAINAGE AND UTILITY EASEMENT LOT
1 RECTOR 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 301.5 ORDINANCE 818
- ALL UTILITIES WITHIN THE SUBDIVISION SHALL BE UNDERGROUND
- ALL STREETS, ALLEYS, PROSPECTIVE RIGHTS-OF-WAY, PARKING/DRIVEWAY EASEMENT LOTS, ACCESS EASEMENTS, AND ALL LANDSCAPE EASEMENT AREAS SHOWN ON THIS PLAT SHALL BE MAINTAINED BY THE HOMEOWNERS ASSOCIATION (HWA) OR ASSIGNS. IT SHALL BE THE HOMEOWNERS RESPONSIBILITY FOR KEEPING SAID RIGHTS-OF-WAY, LOTS AND LANDSCAPE EASEMENT AREAS NEATLY CUT, FREE OF DEBRIS AND FREE OF ALL TREE/CRUSH REGROWTH.
- 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) 1 FOOT HIGHER ABOVE FINAL FINISHED ADJACENT GRADE, EXCLUDING DRIVEWAYS; OR
b) 1 THE MINIMUM FINISHED FLOOR ELEVATION SHOWN ON THE INDIVIDUAL LOT

PUBLIC UTILITY INFORMATION

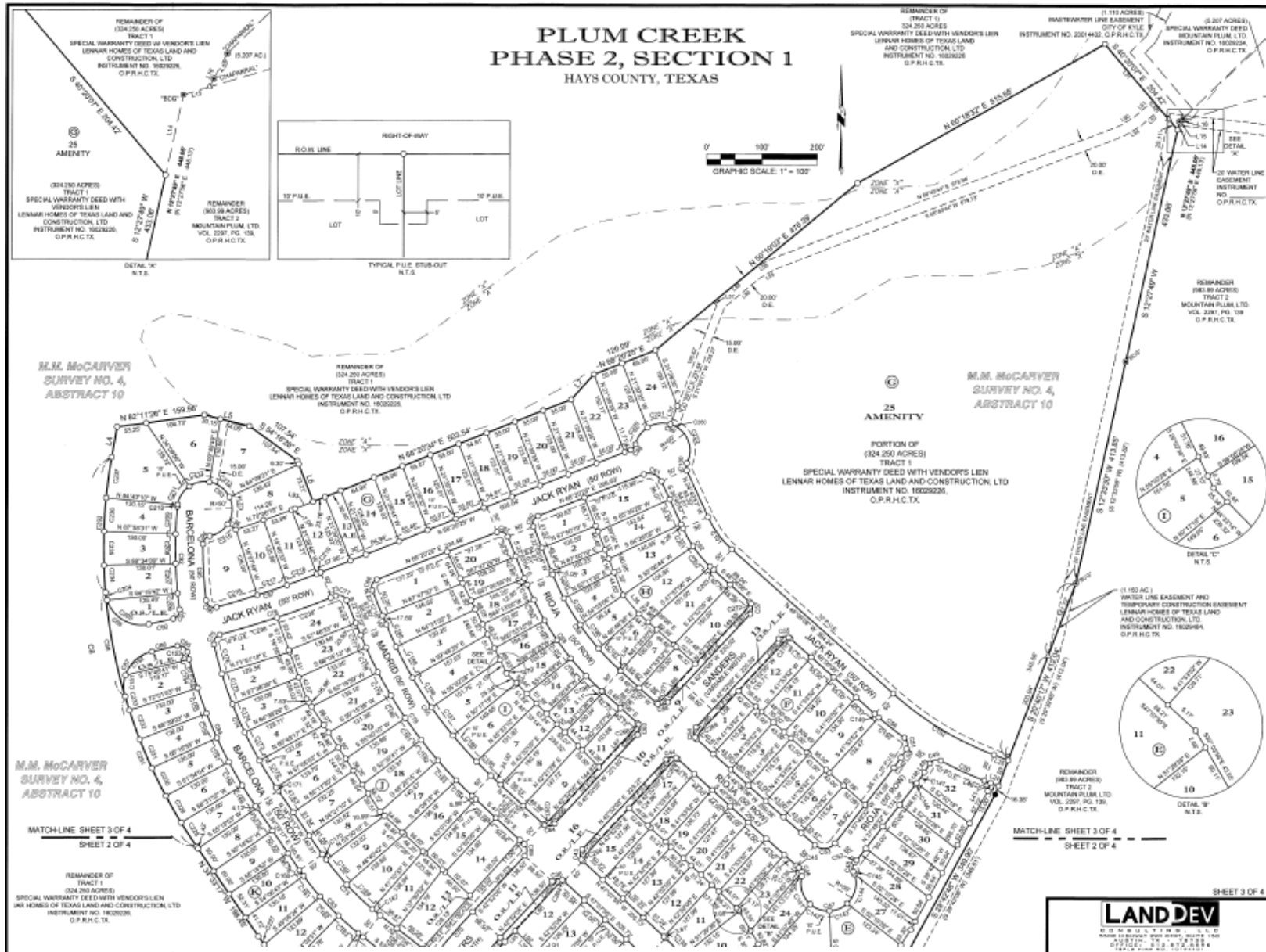
THIS SUBDIVISION IS SERVED BY THE FOLLOWING UTILITIES:

WATER
CITY OF KYLE
100 W. CENTER ST.
KYLE, TEXAS 78940

SEWERAGE
CITY OF KYLE
180 W. CENTER ST.
KYLE, TEXAS 78940

SHEET 1 OF 4

LANDDEV
CONSULTING, LLC
5508 HIGHWAY 360 WEST, SUITE 100
AUSTIN, TEXAS 78738
(512) 872-8888
www.landdev.com



PLUM CREEK
PHASE 2, SECTION 1
HAYS COUNTY, TEXAS

DATE	TIME	TYPE	FROM	TO	STATUS	REMARKS	DATE	TIME	TYPE	FROM	TO	STATUS	REMARKS		
01	16:00	120	17	100	44	55	120	14	01	16:00	120	17	100	44	55
02	15:00	140	17	100	44	55	120	14	01	16:00	120	17	100	44	55
03	14:00	140	17	100	44	55	120	14	01	16:00	120	17	100	44	55
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18	23:59	140	17	100	44	55	120	14	01	16:00	120	17	100	44	55
19	23:58	140	17	100	44	55	120	14	01	16:00	120	17	100	44	55
20	23:57	140	17	100	44	55	120	14	01	16:00	120	17	100	44	55
21	23:56	140	17	100	44	55	120	14	01	16:00	120	17	100	44	55
22	23:55	140	17	100	44	55	120	14	01	16:00	120	17	100	44	55
23	23:54	140	17	100	44	55	120	14	01	16:00	120	17	100	44	55
24	23:53	140	17	100	44	55	120	14	01	16:00	120	17	100	44	55
25	23:52	140	17	100	44	55	120	14	01	16:00	120	17	100	44	55
26	23:51	140	17	100	44	55	120	14	01	16:00	120	17	100	44	55
27	23:50	140	17	100	44	55	120	14	01	16:00	120	17	100	44	55
28	23:49	140	17	100	44	55	120	14	01	16:00	120	17	100	44	55
29	23:48	140	17	100	44	55	120	14	01	16:00	120	17	100	44	55
30	23:47	140	17	100	44	55	120	14	01	16:00	120	17	100	44	55
31	23:46	140	17	100	44	55	120	14	01	16:00	120	17	100	44	55
32	23:45	140	17	100	44	55	120	14	01	16:00	120	17	100	44	55
33	23:44	140	17	100	44	55	120	14	01	16:00	120	17	100	44	55
34	23:43	140	17	100	44	55	120	14	01	16:00	120	17	100	44	55
35	23:42	140	17	100	44	55	120	14	01	16:00	120	17	100	44	55
36	23:41	140	17	100	44	55	120	14	01	16:00	120	17	100	44	55
37	23:40	140	17	100	44	55	120	14	01	16:00	120	17	100	44	55
38	23:39	140	17	100	44	55	120	14	01	16:00	120	17	100	44	55
39	23:38	140	17	100	44	55	120	14	01	16:00	120	17	100	44	55
40	23:37	140	17	100	44	55	120	14	01	16:00	120	17	100	44	55
41	23:36	140	17	100	44	55	120	14	01	16:00	120	17	100	44	55
42	23:35	140	17	100	44	55	120	14	01	16:00	120	17	100	44	55
43	23:34	140	17	100	44	55	120	14	01	16:00	120	17	100	44	55
44	23:33	140	17	100	44	55	120	14	01	16:00	120	17	100	44	55
45	23:32	140	17	100	44	55	120	14	01	16:00	120	17	100	44	55
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58	23:19	140	17	100	44	55	120	14	01	16:00	120	17	100	44	55
59	23:18	140	17	100	44	55	120	14	01	16:00	120	17	100	44	55
60	23:17	140	17	100	44	55	120	14	01	16:00	120	17	100	44	55
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62	23:15	140	17	100	44	55	120	14	01	16:00	120	17	100	44	55
63	23:14	140	17	100	44	55	120	14	01	16:00	120	17	100	44	55
64	23:13	140	17	100	44	55	120	14	01	16:00	120	17	100	44	55
65	23:12	140	17	100	44	55	120	14	01	16:00	120	17	100	44	55
66	23:11	140	17	100	44	55	120	14	01	16:00	120	17	100	44	55
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68	23:09	140	17	100	44	55	120	14	01	16:00	120	17	100	44	55
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71	23:06	140	17	100	44	55	120	14	01	16:00	120	17	100	44	55
72	23:05	140	17	100	44	55	120	14	01	16:00	120	17	100	44	55
73	23:04	140	17	100	44	55	120	14	01	16:00	120	17	100	44	55
74	23:03	140	17	100	44	55	120	14	01	16:00	120	17	100	44	55
75	23:02	140	17	100	44	55	120	14	01	16:00	120	17	100	44	55
76	23:01	140	17	100	44	55	120	14	01	16:00	120	17	100	44	55
77	23:00	140	17	100	44	55	120	14	01	16:00	120	17	100	44	55
78	22:59	140	17	100	44	55	120	14	01	16:00	120	17	100	44	55
79	22:58	140	17	100	44	55	120	14	01	16:00	120	17	100	44	55
80	22:57	140	17	100	44	55	120	14	01	16:00	120	17	100	44	55
81	22:56	140	17	100	44	55	120	14	01	16:00	120	17	100	44	55
82	22:55	140	17	100	44	55	120	14	01	16:00	120	17	100	44	55
83	22:54	140	17	100	44	55	120	14	01	16:00	120	17	100	44	55
84	22:53	140	17	100	44	55	120	14	01	16:00	120	17	100	44	55
85	22:52	140	17	100	44	55	120	14	01	16:00	120	17	100	44	55
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87	22:50	140	17	100	44	55	120	14	01	16:00	120	17	100	44	55
88	22:49	140	17	100	44	55	120	14	01	16:00	120	17	100	44	55
89	22:48	140	17	100	44	55	120	14	01	16:00	120	17	100	44	55
90	22:47	140	17	100	44	55	120	14	01	16:00	120	17	100	44	55
91	22:46	140	17	100	44	55	120	14	01	16:00	120	17	100	44	55
92	22:45	140	17	100	44	55	120	14	01	16:00	120	17	100	44	55
93	22:44	140	17	100	44	55	120	14	01	16:00	120	17	100	44	55
94	22:43	140	17	100	44	55	120	14	01	16:00	120	17	100	44	55
95	22:42	140	17	100	44	55	120	14	01	16:00	120	17	100	44	55
96	22:41	140	17	100	44	55	120	14	01	16:00	120	17	100	44	55
97	22:40	140	17	100	44	55	120	14	01	16:00	120				

Case	Length	Area	Perim	Volume	Surface
C001	1.00	0.00	0.00	0.00	0.00
C002	1.00	0.00	0.00	0.00	0.00
C003	1.00	0.00	0.00	0.00	0.00
C004	1.00	0.00	0.00	0.00	0.00
C005	1.00	0.00	0.00	0.00	0.00
C006	1.00	0.00	0.00	0.00	0.00
C007	1.00	0.00	0.00	0.00	0.00
C008	1.00	0.00	0.00	0.00	0.00
C009	1.00	0.00	0.00	0.00	0.00
C010	1.00	0.00	0.00	0.00	0.00
C011	1.00	0.00	0.00	0.00	0.00
C012	1.00	0.00	0.00	0.00	0.00
C013	1.00	0.00	0.00	0.00	0.00
C014	1.00	0.00	0.00	0.00	0.00
C015	1.00	0.00	0.00	0.00	0.00
C016	1.00	0.00	0.00	0.00	0.00
C017	1.00	0.00	0.00	0.00	0.00
C018	1.00	0.00	0.00	0.00	0.00
C019	1.00	0.00	0.00	0.00	0.00
C020	1.00	0.00	0.00	0.00	0.00
C021	1.00	0.00	0.00	0.00	0.00
C022	1.00	0.00	0.00	0.00	0.00
C023	1.00	0.00	0.00	0.00	0.00
C024	1.00	0.00	0.00	0.00	0.00
C025	1.00	0.00	0.00	0.00	0.00
C026	1.00	0.00	0.00	0.00	0.00
C027	1.00	0.00	0.00	0.00	0.00
C028	1.00	0.00	0.00	0.00	0.00
C029	1.00	0.00	0.00	0.00	0.00
C030	1.00	0.00	0.00	0.00	0.00
C031	1.00	0.00	0.00	0.00	0.00
C032	1.00	0.00	0.00	0.00	0.00
C033	1.00	0.00	0.00	0.00	0.00
C034	1.00	0.00	0.00	0.00	0.00
C035	1.00	0.00	0.00	0.00	0.00
C036	1.00	0.00	0.00	0.00	0.00
C037	1.00	0.00	0.00	0.00	0.00
C038	1.00	0.00	0.00	0.00	0.00
C039	1.00	0.00	0.00	0.00	0.00
C040	1.00	0.00	0.00	0.00	0.00
C041	1.00	0.00	0.00	0.00	0.00
C042	1.00	0.00	0.00	0.00	0.00
C043	1.00	0.00	0.00	0.00	0.00
C044	1.00	0.00	0.00	0.00	0.00
C045	1.00	0.00	0.00	0.00	0.00
C046	1.00	0.00	0.00	0.00	0.00
C047	1.00	0.00	0.00	0.00	0.00
C048	1.00	0.00	0.00	0.00	0.00
C049	1.00	0.00	0.00	0.00	0.00
C050	1.00	0.00	0.00	0.00	0.00
C051	1.00	0.00	0.00	0.00	0.00
C052	1.00	0.00	0.00	0.00	0.00
C053	1.00	0.00	0.00	0.00	0.00
C054	1.00	0.00	0.00	0.00	0.00
C055	1.00	0.00	0.00	0.00	0.00
C056	1.00	0.00	0.00	0.00	0.00
C057	1.00	0.00	0.00	0.00	0.00
C058	1.00	0.00	0.00	0.00	0.00
C059	1.00	0.00	0.00	0.00	0.00
C060	1.00	0.00	0.00	0.00	0.00
C061	1.00	0.00	0.00	0.00	0.00
C062	1.00	0.00	0.00	0.00	0.00
C063	1.00	0.00	0.00	0.00	0.00
C064	1.00	0.00	0.00	0.00	0.00
C065	1.00	0.00	0.00	0.00	0.00
C066	1.00	0.00	0.00	0.00	0.00
C067	1.00	0.00	0.00	0.00	0.00
C068	1.00	0.00	0.00	0.00	0.00
C069	1.00	0.00	0.00	0.00	0.00
C070	1.00	0.00	0.00	0.00	0.00

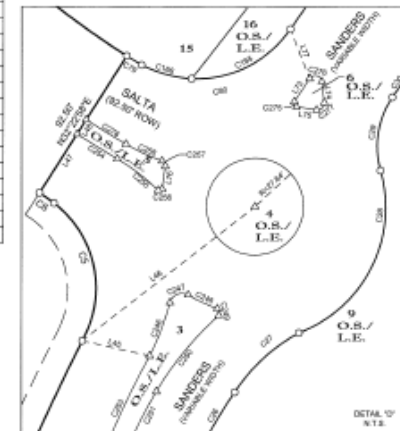
LINE	REMARKS	DISTANCE	LINE	REMARKS	DISTANCE
A1	N 30° 04' 01" W	50.47	L14	S 72° 14' 17" W	47.87
A2	N 32° 01' 43" W	50.97	L15	S 72° 14' 17" W	47.87
A3	N 30° 43' 59" E	51.92	L16	S 72° 14' 17" W	47.87
A4	N 30° 34' 14" E	53.82	L17	S 72° 14' 17" W	47.87
A5	N 30° 34' 14" E	53.82	L18	S 72° 14' 17" W	47.87
A6	N 30° 34' 14" E	53.82	L19	S 72° 14' 17" W	47.87
A7	N 30° 34' 14" E	53.82	L20	S 72° 14' 17" W	47.87
A8	N 30° 34' 14" E	53.82	L21	S 72° 14' 17" W	47.87
A9	N 30° 34' 14" E	53.82	L22	S 72° 14' 17" W	47.87
A10	N 30° 34' 14" E	53.82	L23	S 72° 14' 17" W	47.87
A11	N 30° 34' 14" E	53.82	L24	S 72° 14' 17" W	47.87
A12	N 30° 34' 14" E	53.82	L25	S 72° 14' 17" W	47.87
A13	N 30° 34' 14" E	53.82	L26	S 72° 14' 17" W	47.87
A14	N 30° 34' 14" E	53.82	L27	S 72° 14' 17" W	47.87
A15	N 30° 34' 14" E	53.82	L28	S 72° 14' 17" W	47.87
A16	N 30° 34' 14" E	53.82	L29	S 72° 14' 17" W	47.87
A17	N 30° 34' 14" E	53.82	L30	S 72° 14' 17" W	47.87
A18	N 30° 34' 14" E	53.82	L31	S 72° 14' 17" W	47.87
A19	N 30° 34' 14" E	53.82	L32	S 72° 14' 17" W	47.87
A20	N 30° 34' 14" E	53.82	L33	S 72° 14' 17" W	47.87
A21	N 30° 34' 14" E	53.82	L34	S 72° 14' 17" W	47.87
A22	N 30° 34' 14" E	53.82	L35	S 72° 14' 17" W	47.87
A23	N 30° 34' 14" E	53.82	L36	S 72° 14' 17" W	47.87
A24	N 30° 34' 14" E	53.82	L37	S 72° 14' 17" W	47.87
A25	N 30° 34' 14" E	53.82	L38	S 72° 14' 17" W	47.87
A26	N 30° 34' 14" E	53.82	L39	S 72° 14' 17" W	47.87
A27	N 30° 34' 14" E	53.82	L40	S 72° 14' 17" W	47.87
A28	N 30° 34' 14" E	53.82	L41	S 72° 14' 17" W	47.87
A29	N 30° 34' 14" E	53.82	L42	S 72° 14' 17" W	47.87
A30	N 30° 34' 14" E	53.82	L43	S 72° 14' 17" W	47.87
A31	N 30° 34' 14" E	53.82	L44	S 72° 14' 17" W	47.87
A32	N 30° 34' 14" E	53.82	L45	S 72° 14' 17" W	47.87
A33	N 30° 34' 14" E	53.82	L46	S 72° 14' 17" W	47.87
A34	N 30° 34' 14" E	53.82	L47	S 72° 14' 17" W	47.87
A35	N 30° 34' 14" E	53.82	L48	S 72° 14' 17" W	47.87
A36	N 30° 34' 14" E	53.82	L49	S 72° 14' 17" W	47.87
A37	N 30° 34' 14" E	53.82	L50	S 72° 14' 17" W	47.87
A38	N 30° 34' 14" E	53.82	L51	S 72° 14' 17" W	47.87
A39	N 30° 34' 14" E	53.82	L52	S 72° 14' 17" W	47.87
A40	N 30° 34' 14" E	53.82	L53	S 72° 14' 17" W	47.87
A41	N 30° 34' 14" E	53.82	L54	S 72° 14' 17" W	47.87
A42	N 30° 34' 14" E	53.82	L55	S 72° 14' 17" W	47.87
A43	N 30° 34' 14" E	53.82	L56	S 72° 14' 17" W	47.87
A44	N 30° 34' 14" E	53.82	L57	S 72° 14' 17" W	47.87
A45	N 30° 34' 14" E	53.82	L58	S 72° 14' 17" W	47.87
A46	N 30° 34' 14" E	53.82	L59	S 72° 14' 17" W	47.87
A47	N 30° 34' 14" E	53.82	L60	S 72° 14' 17" W	47.87
A48	N 30° 34' 14" E	53.82	L61	S 72° 14' 17" W	47.87
A49	N 30° 34' 14" E	53.82	L62	S 72° 14' 17" W	47.87
A50	N 30° 34' 14" E	53.82	L63	S 72° 14' 17" W	47.87
A51	N 30° 34' 14" E	53.82	L64	S 72° 14' 17" W	47.87
A52	N 30° 34' 14" E	53.82	L65	S 72° 14' 17" W	47.87
A53	N 30° 34' 14" E	53.82	L66	S 72° 14' 17" W	47.87
A54	N 30° 34' 14" E	53.82	L67	S 72° 14' 17" W	47.87
A55	N 30° 34' 14" E	53.82	L68	S 72° 14' 17" W	47.87
A56	N 30° 34' 14" E	53.82	L69	S 72° 14' 17" W	47.87
A57	N 30° 34' 14" E	53.82	L70	S 72° 14' 17" W	47.87
A58	N 30° 34' 14" E	53.82	L71	S 72° 14' 17" W	47.87
A59	N 30° 34' 14" E	53.82	L72	S 72° 14' 17" W	47.87
A60	N 30° 34' 14" E	53.82	L73	S 72° 14' 17" W	47.87
A61	N 30° 34' 14" E	53.82	L74	S 72° 14' 17" W	47.87
A62	N 30° 34' 14" E	53.82	L75	S 72° 14' 17" W	47.87
A63	N 30° 34' 14" E	53.82	L76	S 72° 14' 17" W	47.87
A64	N 30° 34' 14" E	53.82	L77	S 72° 14' 17" W	47.87
A65	N 30° 34' 14" E	53.82	L78	S 72° 14' 17" W	47.87
A66	N 30° 34' 14" E	53.82	L79	S 72° 14' 17" W	47.87
A67	N 30° 34' 14" E	53.82	L80	S 72° 14' 17" W	47.87
A68	N 30° 34' 14" E	53.82	L81	S 72° 14' 17" W	47.87
A69	N 30° 34' 14" E	53.82	L82	S 72° 14' 17" W	47.87
A70	N 30° 34' 14" E	53.82	L83	S 72° 14' 17" W	47.87
A71	N 30° 34' 14" E	53.82	L84	S 72° 14' 17" W	47.87
A72	N 30° 34' 14" E	53.82	L85	S 72° 14' 17" W	47.87
A73	N 30° 34' 14" E	53.82	L86	S 72° 14' 17" W	47.87
A74	N 30° 34' 14" E	53.82	L87	S 72° 14' 17" W	47.87
A75	N 30° 34' 14" E	53.82	L88	S 72° 14' 17" W	47.87
A76	N 30° 34' 14" E	53.82	L89	S 72° 14' 17" W	47.87
A77	N 30° 34' 14" E	53.82	L90	S 72° 14' 17" W	47.87
A78	N 30° 34' 14" E	53.82	L91	S 72° 14' 17" W	47.87
A79	N 30° 34' 14" E	53.82	L92	S 72° 14' 17" W	47.87
A80	N 30° 34' 14" E	53.82	L93	S 72° 14' 17" W	47.87
A81	N 30° 34' 14" E	53.82	L94	S 72° 14' 17" W	47.87
A82	N 30° 34' 14" E	53.82	L95	S 72° 14' 17" W	47.87
A83	N 30° 34' 14" E	53.82	L96	S 72° 14' 17" W	47.87
A84	N 30° 34' 14" E	53.82	L97	S 72° 14' 17" W	47.87
A85	N 30° 34' 14" E	53.82	L98	S 72° 14' 17" W	47.87
A86	N 30° 34' 14" E	53.82	L99	S 72° 14' 17" W	47.87
A87	N 30° 34' 14" E	53.82	L100	S 72° 14' 17" W	47.87
A88	N 30° 34' 14" E	53.82	L101	S 72° 14' 17" W	47.87
A89	N 30° 34' 14" E	53.82	L102	S 72° 14' 17" W	47.87
A90	N 30° 34' 14" E	53.82	L103	S 72° 14' 17" W	47.87
A91	N 30° 34' 14" E	53.82	L104	S 72° 14' 17" W	47.87
A92	N 30° 34' 14" E	53.82	L105	S 72° 14' 17" W	47.87
A93	N 30° 34' 14" E	53.82	L106	S 72° 14' 17" W	47.87
A94	N 30° 34' 14" E	53.82	L107	S 72° 14' 17" W	47.87
A95	N 30° 34' 14" E	53.82	L108	S 72° 14' 17" W	47.87
A96	N 30° 34' 14" E	53.82	L109	S 72° 14' 17" W	47.87
A97	N 30° 34' 14" E	53.82	L110	S 72° 14' 17" W	47.87
A98	N 30° 34' 14" E	53.82	L111	S 72° 14' 17" W	47.87
A99	N 30° 34' 14" E	53.82	L112	S 72° 14' 17" W	47.87
A100	N 30° 34' 14" E	53.82	L113	S 72° 14' 17" W	47.87
A101	N 30° 34' 14" E	53.82	L114	S 72° 14' 17" W	47.87
A102	N 30° 34' 14" E	53.82	L115	S 72° 14' 17" W	47.87
A103	N 30° 34' 14" E	53.82	L116	S 72° 14' 17" W	47.87
A104	N 30° 34' 14" E	53.82	L117	S 72° 14' 17" W	47.87
A105	N 30° 34' 14" E	53.82	L118	S 72° 14' 17" W	47.87
A106	N 30° 34' 14" E	53.82	L119	S 72° 14' 17" W	47.87
A107	N 30° 34' 14" E	53.82	L120	S 72° 14' 17" W	47.87
A108	N 30° 34' 14" E	53.82	L121	S 72° 14' 17" W	47.87
A109	N 30° 34' 14" E	53.82	L122	S 72° 14' 17" W	47.87
A110	N 30° 34' 14" E	53.82	L123	S 72° 14' 17" W	47.87
A111	N 30° 34' 14" E	53.82	L124	S 72° 14' 17" W	47.87
A112	N 30° 34' 14" E	53.82	L125	S 72° 14' 17" W	47.87
A113	N 30° 34' 14" E	53.82	L126	S 72° 14' 17" W	47.87
A114	N 30° 34' 14" E	53.82	L127	S 72° 14' 17" W	47.87
A115	N 30° 34' 14" E	53.82	L128	S 72° 14' 17" W	47.87
A116	N 30° 34' 14" E	53.82	L129	S 72° 14' 17" W	47.87
A117	N 30° 34' 14" E	53.82	L130	S 72° 14' 17" W	47.87
A118	N 30° 34' 14" E	53.82	L131	S 72° 14' 17" W	47.87
A119	N 30° 34' 14" E	53.82	L132	S 72° 14' 17" W	47.87
A120	N 30° 34' 14" E	53.82	L133	S 72° 14' 17" W	47.87
A121	N 30° 34' 14" E	53.82	L134	S 72° 14' 17" W	47.87
A122	N 30° 34' 14" E	53.82	L135	S 72° 14' 17" W	47.87
A123	N 30° 34' 14" E	53.82	L136	S 72° 14' 17" W	47.87
A124	N 30° 34' 14" E	53.82	L137	S 72° 14' 17" W	47.87
A125	N 30° 34' 14" E	53.82	L138	S 72° 14' 17" W	47.87
A126	N 30° 34' 14" E	53.82	L139	S 72° 14' 17" W	47.87
A127	N 30° 34' 14" E	53.82	L140	S 72° 14' 17" W	47.87
A128	N 30° 34' 14" E	53.82	L141	S 72° 14' 17" W	47.87
A129	N 30° 34' 14" E	53.82	L142	S 72° 14' 17" W	47.87
A130	N 30° 34' 14" E	53.82	L143	S 72° 14' 17" W	47.87
A131	N 30° 34' 14" E	53.82	L144	S 72° 14' 17" W	47.87
A132	N 30° 34' 14" E	53.82	L145	S 72° 14' 17" W	47.87
A133	N 30° 34' 14" E	53.82	L146	S 72° 14' 17" W	47.87
A134	N 30° 34' 14" E	53.82	L147	S 72° 14' 17" W	47.87
A135	N 30° 34' 14" E	53.82	L148	S 72° 14' 17" W	47.87
A136	N 30° 34' 14" E	53.82	L149	S 72° 14' 17" W	47.87
A137	N 30° 34' 14" E	53.82	L150	S 72° 14' 17" W	47.87
A138	N 30° 34' 14" E	53.82	L151	S 72° 14' 17" W	47.87
A139	N 30° 34' 14" E	53.82	L152	S 72° 14' 17" W	47.87
A140	N 30° 34' 14" E	53.82	L153	S 72° 14' 17" W	47.87
A141	N 30° 34' 14" E	53.82	L154	S 72° 14' 17" W	47.87
A142	N 30° 34' 14" E	53.82	L155	S 72° 14' 17" W	47.87
A143	N 30° 34' 14" E	53.82	L156	S 72° 14' 17" W	47.87
A144	N 30° 34' 14" E	53.82	L157	S 72° 14' 17" W	47.87
A145	N 30° 34' 14" E	53.82	L158	S 72° 14' 17" W	47.87
A146	N 30° 34' 14" E	53.82	L159	S 72° 14' 17" W	47.87
A147	N 30° 34' 14" E	53.82	L160	S 72° 14' 17" W	47.87
A148	N 30° 34' 14" E	53.82	L161	S 72° 14' 17" W	47.87
A149	N 30° 34' 14" E	53.82	L162	S 72° 14' 17" W	47.87
A150	N 30° 34' 14" E	53.82	L163	S 72° 14' 17" W	47.87
A151	N 30° 34' 14" E	53.82	L164	S 72° 14' 17" W	47.87
A152	N 30° 34' 14" E	53.82	L165	S 72° 14' 17" W	47.87
A153	N 30° 34' 14" E	53.82	L166	S 72° 14' 17" W	47.87
A154	N 30° 34' 14" E	53.82	L167	S 72° 14' 17" W	47.87
A155	N 30° 34' 14" E	53.82	L168	S 72° 14' 17" W	47.87
A156	N 30° 34' 14" E	53.82	L169	S 72° 14' 17" W	47.87
A157	N 30° 34' 14" E	53.82	L170	S 72° 14' 17" W	47.87
A158	N 30° 34' 14" E	53.82	L171	S 72° 14' 17" W	47.87
A159	N 30° 34' 14" E	53.82	L172	S 72° 14' 17" W	47.87
A160	N 30° 34' 14" E	53.82	L173	S 72° 14' 17" W	47.87
A161	N 30° 34' 14" E	53.82	L174	S 72° 14' 17" W	47.87
A162	N 30° 34' 14" E	53.82	L175	S 72° 14' 17" W	47.87
A163	N 30° 34' 14" E	53.82	L176	S 72° 14' 17" W	47.87
A164	N 30° 34' 14" E	53.82	L177	S 72° 14' 17" W	47.87
A165	N 30° 34' 14" E	53.82	L178	S 72° 14' 17" W	

	BLOCK A		BLOCK B		BLOCK C	
	LIT MS.	SG PT.	LIT MS.	SG PT.	LIT MS.	SG PT.
1	1.505	1	7.520	1	16.7	
2	5.792	2	3.322	2	7.158	
3	13.423	3	3.332	3	8.07	
4	18.363	4	3.332	4	6.39	
5	13.339	5	3.370	5	8.66	
6	2.292	6	3.200	6	8.11	
7	76.650	7	3.276	7	8.32	
8	8.913	8	7.311	8	9.98	
9	18.239	9	7.240	9	7.14	
10	5.050	10	6.240			
11	16.273	11	8.341			
12	4.688	12	5.237			
13	15.235	13	5.238			
14	5.154	14	5.233			
15	5.308	15	8.321			
16	7.047	16	7.440			
17	7.302					
18	8.212					
19	87.080					
20	6.330					
21	6.330					
22	6.330					
23	6.330					
24	6.330					
25	7.328					

BLOCK I		BLOCK J		BLOCK K	
LOTNO	SG PT.	LOTNO	SG PT.	LOTNO	SG PT.
1	0.002	1	0.002	1	0.002
2	0.008	2	0.008	2	0.008
3	0.012	3	0.012	3	0.007
4	0.017	4	0.007	4	0.006
5	0.005	5	0.010	5	0.000
6	0.000	6	0.004	6	0.004
7	0.007	7	0.001	7	0.002
8	0.002	8	0.000	8	0.000
9	0.003	9	0.004	9	0.000
10	0.008	10	0.000	10	0.000
11	0.006	11	0.008	11	0.011
12	0.017	12	0.011	12	0.008
13	0.012	13	0.007	13	0.000
14	0.019	14	0.013	14	0.001
15	0.000	15	0.000	15	0.000
16	0.012	16	0.016	16	0.001
17	0.010	17	0.014	17	0.000
18	0.017	18	0.002	18	0.000
19	0.017	19	0.002	19	0.000
20	0.005	20	0.007		
		21	0.007		
		22	0.006		
		23	0.000		
		24	0.002		

O.S./S.E.	
L.O.F. No.	Q2. PT.
1	900
2	2,840
3	5,171
4	1,808
5	525
6	60

	BLOCK 6		BLOCK 7		BLOCK 8		BLOCK 9	
	LOT NO.	SQ. FT.	LOT NO.	SQ. FT.	LOT NO.	SQ. FT.	LOT NO.	SQ. FT.
	1	4,088	1	9,028	1	9,841	1	9,589
	2	6,287	2	4,962	2	7,880	2	4,886
	3	3,289	3	4,879	3	7,528	3	5,345
	4	6,287	4	4,976	4	7,487	4	5,811
	5	7,174	5	4,873	5	10,144	5	4,788
	6	9,798	6	4,872	6	10,018	6	5,391
PT	7	13,321	7	5,334	7	10,062	7	4,840
	8	9,529	8	11,175	8	9,772	8	4,946
08	9	7,882	9	7,380	9	10,388	9	2,780
08	10	7,942	10	7,384	10	6,934	10	7,865
07	11	7,326	11	7,383	11	7,038	11	6,381
	12	6,389	12	7,495	12	6,134	12	6,860
03	13	6,462	13	2,760	13	7,775	13	9,751
14	14	6,483			14	6,118	14	7,400
10	15	7,874			15	6,568	15	6,764
15	16	2,817			16	6,686		
13	17	6,653			17	6,678		
01	18	6,560			18	6,684		
01	19	6,580			19	6,675		
13	20	6,625			20	6,675		
08	21	6,658			21	6,675		
08	22	6,681			22	7,602		
11	23	6,186			23	7,736		
20	24	6,308			24	8,136		
00	25	10,074			25	795,627		



SHEET 4 OF 4

LAND DEV

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

AFTER RECORDING RETURN TO:

[City Secretary Name]
100 W Center St.
Kyle, TX 78640

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.

FULL RELEASE OF PUBLIC IMPROVEMENT DISTRICT LIEN

STATE OF TEXAS	§	
	§	KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF HAYS	§	

THIS FULL RELEASE OF PUBLIC IMPROVEMENT DISTRICT LIEN (this "Full Release") is executed and delivered as of the Effective Date by the City of Kyle, Texas.

RECITALS

WHEREAS, the governing body (hereinafter referred to as the "City Council") of the City of Kyle, Texas (hereinafter referred to as the "City "), is authorized by Chapter 372, Texas Local Government Code, as amended (hereinafter referred to as the "Act"), to create public improvement districts within the corporate limits and extraterritorial jurisdiction of the City; and

WHEREAS, on or about April 16, 2019, the City Council for the City, approved Resolution No. 1139, creating the Plum Creek North Public Improvement District; and

WHEREAS, the Plum Creek North Public Improvement District consists of approximately 389.19 contiguous acres located within the City; and

WHEREAS, on or about November 16, 2021, the City Council, approved an ordinance, (hereinafter referred to as the "Assessment Ordinance") approving a Service and Assessment Plan and assessment roll for the Property within the Plum Creek North Public Improvement District; and

WHEREAS, the Assessment Ordinance imposed an assessment in the amount of \$_____ (hereinafter referred to as the "Lien Amount") for the following property:

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	Capitalized Interest	Total Annual Installment
2022	\$ -	\$ 247.77	\$ -	\$ -	\$ (247.77)	\$ -
2023	446.66	455.09	79.88	60.68	-	1,042.31
2024	456.16	438.34	81.48	58.45	-	1,034.43
2025	475.17	421.24	83.11	56.16	-	1,035.68
2026	494.18	403.42	84.77	53.79	-	1,036.16
2027	513.18	384.89	86.47	51.32	-	1,035.86
2028	532.19	365.64	88.20	48.75	-	1,034.78
2029	551.20	345.69	89.96	46.09	-	1,032.94
2030	579.71	325.02	91.76	43.34	-	1,039.82
2031	598.71	303.28	93.60	40.44	-	1,036.02
2032	627.22	280.82	95.47	37.44	-	1,040.96
2033	646.23	257.30	97.38	34.31	-	1,035.22
2034	674.74	233.07	99.33	31.08	-	1,038.21
2035	703.25	207.77	101.31	27.70	-	1,040.03
2036	731.76	181.40	103.34	24.19	-	1,040.68
2037	760.27	153.95	105.41	20.53	-	1,040.16
2038	788.78	125.44	107.51	16.73	-	1,038.46
2039	817.29	95.87	109.66	12.78	-	1,035.60
2040	855.30	65.22	111.86	8.70	-	1,041.07
2041	883.81	33.14	114.09	4.42	-	1,035.47
Total	\$ 12,135.81	\$ 5,324.36	\$ 1,824.61	\$ 676.88	\$ (247.77)	\$ 19,713.88

[a] Interest is calculated at a 3.75% rate for illustrative purposes.

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	Capitalized Interest	Total Annual Installment
2022	\$ -	\$ 323.70	\$ -	\$ -	\$ (323.70)	\$ -
2023	583.54	594.56	104.37	79.27	-	1,361.73
2024	595.95	572.67	106.45	76.36	-	1,351.44
2025	620.78	550.33	108.58	73.38	-	1,353.07
2026	645.62	527.05	110.75	70.27	-	1,353.69
2027	670.45	502.84	112.97	67.04	-	1,353.30
2028	695.28	477.69	115.23	63.69	-	1,351.89
2029	720.11	451.62	117.53	60.22	-	1,349.48
2030	757.36	424.62	119.88	56.62	-	1,358.47
2031	782.19	396.22	122.28	52.83	-	1,353.51
2032	819.44	366.88	124.73	48.92	-	1,359.96
2033	844.27	336.15	127.22	44.82	-	1,352.46
2034	881.51	304.49	129.77	40.60	-	1,356.37
2035	918.76	271.44	132.36	36.19	-	1,358.75
2036	956.01	236.98	135.01	31.60	-	1,359.60
2037	993.26	201.13	137.71	26.82	-	1,358.92
2038	1,030.50	163.89	140.46	21.85	-	1,356.70
2039	1,067.75	125.24	143.27	16.70	-	1,352.96
2040	1,117.41	85.20	146.14	11.36	-	1,360.11
2041	1,154.66	43.30	149.06	5.77	-	1,352.79
Total	\$ 15,854.84	\$ 6,956.01	\$ 2,383.76	\$ 884.31	\$ (323.70)	\$ 25,755.23

[a] Interest is calculated at a 3.75% rate for illustrative purposes.

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	Capitalized Interest	Total Annual Installment
2022	\$ -	\$ 335.69	\$ -	\$ -	\$ (335.69)	\$ -
2023	605.15	616.58	108.23	82.21	-	1,412.17
2024	618.03	593.88	110.40	79.18	-	1,401.49
2025	643.78	570.71	112.60	76.09	-	1,403.18
2026	669.53	546.57	114.86	72.88	-	1,403.83
2027	695.28	521.46	117.15	69.53	-	1,403.42
2028	721.03	495.39	119.50	66.05	-	1,401.96
2029	746.78	468.35	121.89	62.45	-	1,399.46
2030	785.41	440.34	124.32	58.71	-	1,408.79
2031	811.16	410.89	126.81	54.79	-	1,403.64
2032	849.79	380.47	129.35	50.73	-	1,410.33
2033	875.54	348.61	131.93	46.48	-	1,402.56
2034	914.16	315.77	134.57	42.10	-	1,406.61
2035	952.79	281.49	137.26	37.53	-	1,409.08
2036	991.42	245.76	140.01	32.77	-	1,409.95
2037	1,030.04	208.58	142.81	27.81	-	1,409.25
2038	1,068.67	169.96	145.66	22.66	-	1,406.95
2039	1,107.30	129.88	148.58	17.32	-	1,403.07
2040	1,158.80	88.36	151.55	11.78	-	1,410.49
2041	1,197.42	44.90	154.58	5.99	-	1,402.90
Total	\$ 16,442.06	\$ 7,213.64	\$ 2,472.05	\$ 917.06	\$ (335.69)	\$ 26,709.12

[a] Interest is calculated at a 3.75% rate for illustrative purposes.

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	Capitalized Interest	Total Annual Installment
2022	\$ -	\$ 355.67	\$ -	\$ -	\$ (355.67)	\$ -
2023	641.17	653.28	114.67	87.10	-	1,496.23
2024	654.81	629.23	116.97	83.90	-	1,484.91
2025	682.10	604.68	119.31	80.62	-	1,486.71
2026	709.38	579.10	121.69	77.21	-	1,487.39
2027	736.66	552.50	124.13	73.67	-	1,486.96
2028	763.95	524.87	126.61	69.98	-	1,485.41
2029	791.23	496.23	129.14	66.16	-	1,482.76
2030	832.16	466.55	131.72	62.21	-	1,492.64
2031	859.44	435.35	134.36	58.05	-	1,487.19
2032	900.37	403.12	137.04	53.75	-	1,494.28
2033	927.65	369.36	139.79	49.25	-	1,486.04
2034	968.58	334.57	142.58	44.61	-	1,490.34
2035	1,009.50	298.25	145.43	39.77	-	1,492.95
2036	1,050.43	260.39	148.34	34.72	-	1,493.88
2037	1,091.35	221.00	151.31	29.47	-	1,493.13
2038	1,132.28	180.07	154.33	24.01	-	1,490.70
2039	1,173.21	137.61	157.42	18.35	-	1,486.59
2040	1,227.77	93.62	160.57	12.48	-	1,494.44
2041	1,268.70	47.58	163.78	6.34	-	1,486.40
Total	\$ 17,420.75	\$ 7,643.03	\$ 2,619.20	\$ 971.65	\$ (355.67)	\$ 28,298.95

[a] Interest is calculated at a 3.75% rate for illustrative purposes.

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



Prepared By:



5508 Highway 290 West #150

Austin, TX 78735

Firm #: 16384

October 2021

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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.

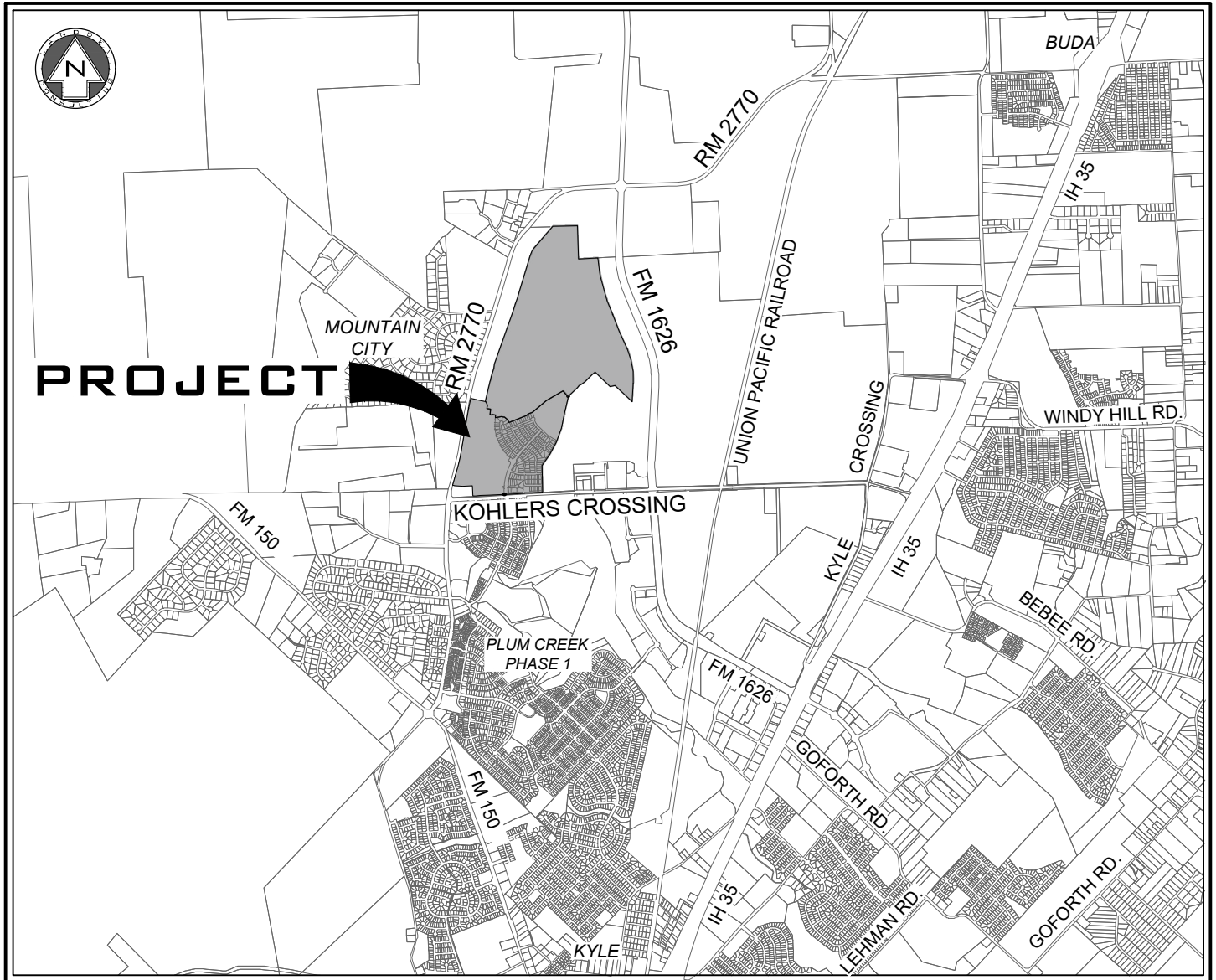
Construction Stage

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 # 24

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	FEES	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 HMA 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 HMA 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	SUBTOTAL	\$285,538.22
6. CHANGE ORDER #2A	SUBTOTAL	\$68,714.07
12. CHANGE ORDER #8	SUBTOTAL	\$34,584.08
DRY UTILITIES/PRIVATE COSTS (NOT INCLUDED IN OVERALL SUBTOTAL)		
7. CHANGE ORDER #3	SUBTOTAL	\$879,410.20
8. CHANGE ORDER #4	SUBTOTAL	\$2,740.50
9. CHANGE ORDER #5 (POWELL LANE)	SUBTOTAL	\$5,328.75
10. CHANGE ORDER #6 (POWELL LANE)	SUBTOTAL	\$6,902.00
11. CHANGE ORDER #7	SUBTOTAL	\$26,206.25
OVERALL SUBTOTAL		\$6,573,991.66
13. ENGINEERING & CONSULTING FEES (Plum Creek Phase 2, Section 1 & Powell Lane)		SUBTOTAL
		\$426,200.00
14. FEES		SUBTOTAL
		\$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 HMA 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 HMA 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 HMA 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 HMA 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 - 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-ft 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 Easements)	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
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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

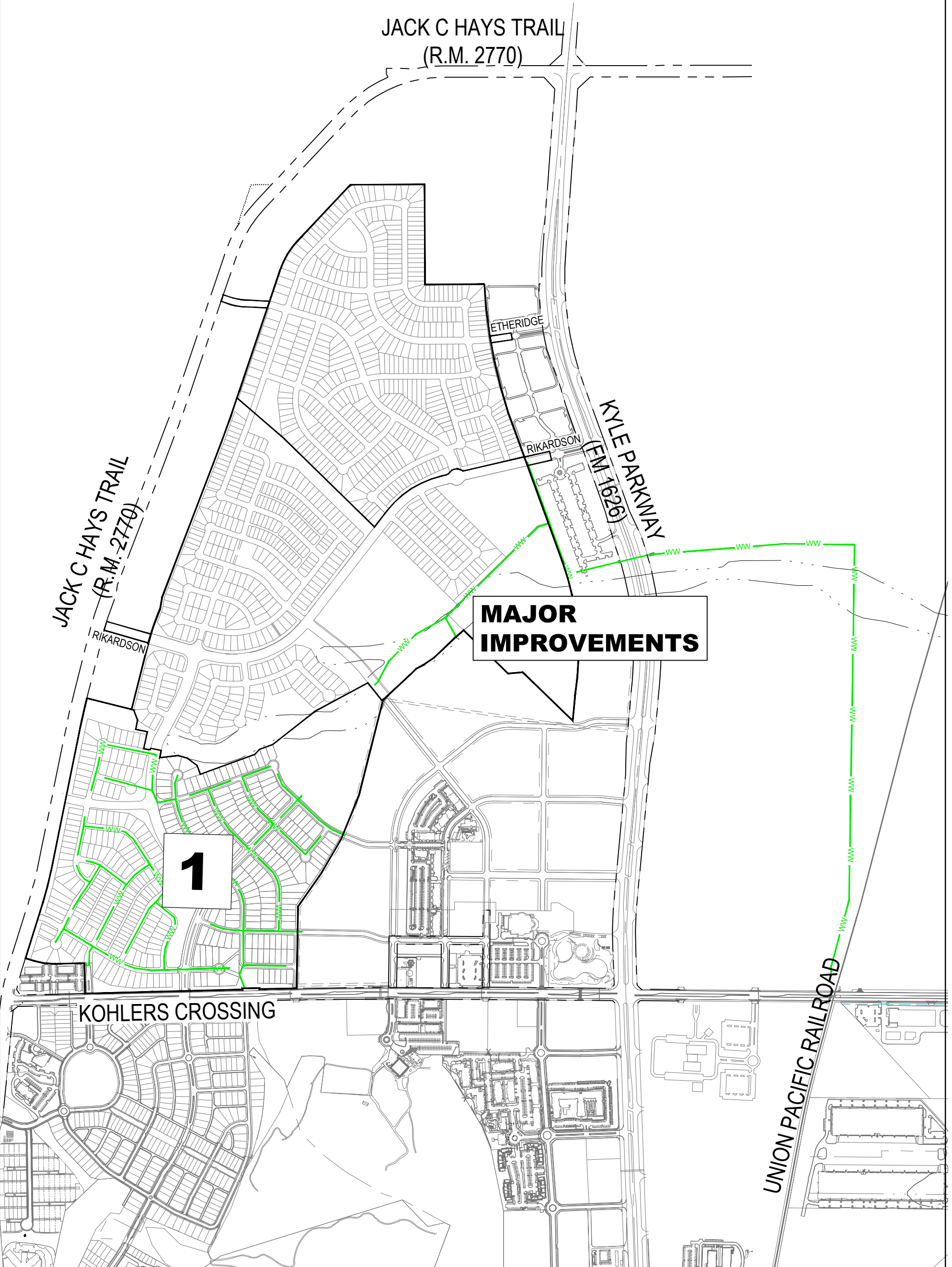
LEGEND

- ROW
- PROPERTY BOUNDARY
- WASTEWATER



0 500' 1,000'

SCALE: 1" = 500'



PLUM CREEK NORTH

OVERALL AREA IMPROVEMENTS - WASTEWATER
KYLE, HAYS COUNTY, TEXAS
AUGUST, 2021

Item # 24



TBPE NO: 16384 • TBPLS NO: 10194101
5508 HIGHWAY 290 WEST, SUITE 150
AUSTIN, TX 78735 512.872.6696
LDCTEAMS.COM

APPENDIX 4

OVERALL IMPROVEMENTS MAP: DRAINAGE

P:\Lennar\LEN15001_Plum Creek\03_ACAD\Exhibits\PID Exhibits\Major Improvements - DRAINAGE.dwg, overall, August 30, 2021, 6:20 PM, kschnmidt

LEGEND

- ROW
- PROPERTY BOUNDARY
- DRAINAGE AND DETENTION AREA



0 800' 1,600'

SCALE: 1" = 800'

JACK C HAYS TRAIL
(R.M. 2770)

ETHERIDGE

RIKARDSON

KYLE PARKWAY
(FM 1626)

MAJOR
IMPROVEMENTS

1

KOHLERS CROSSING

DN PACIFIC RAILROAD

PLUM CREEK NORTH

OVERALL AREA IMPROVEMENTS - DRAINAGE
KYLE, HAYS COUNTY, TEXAS
AUGUST, 2021

Item # 24



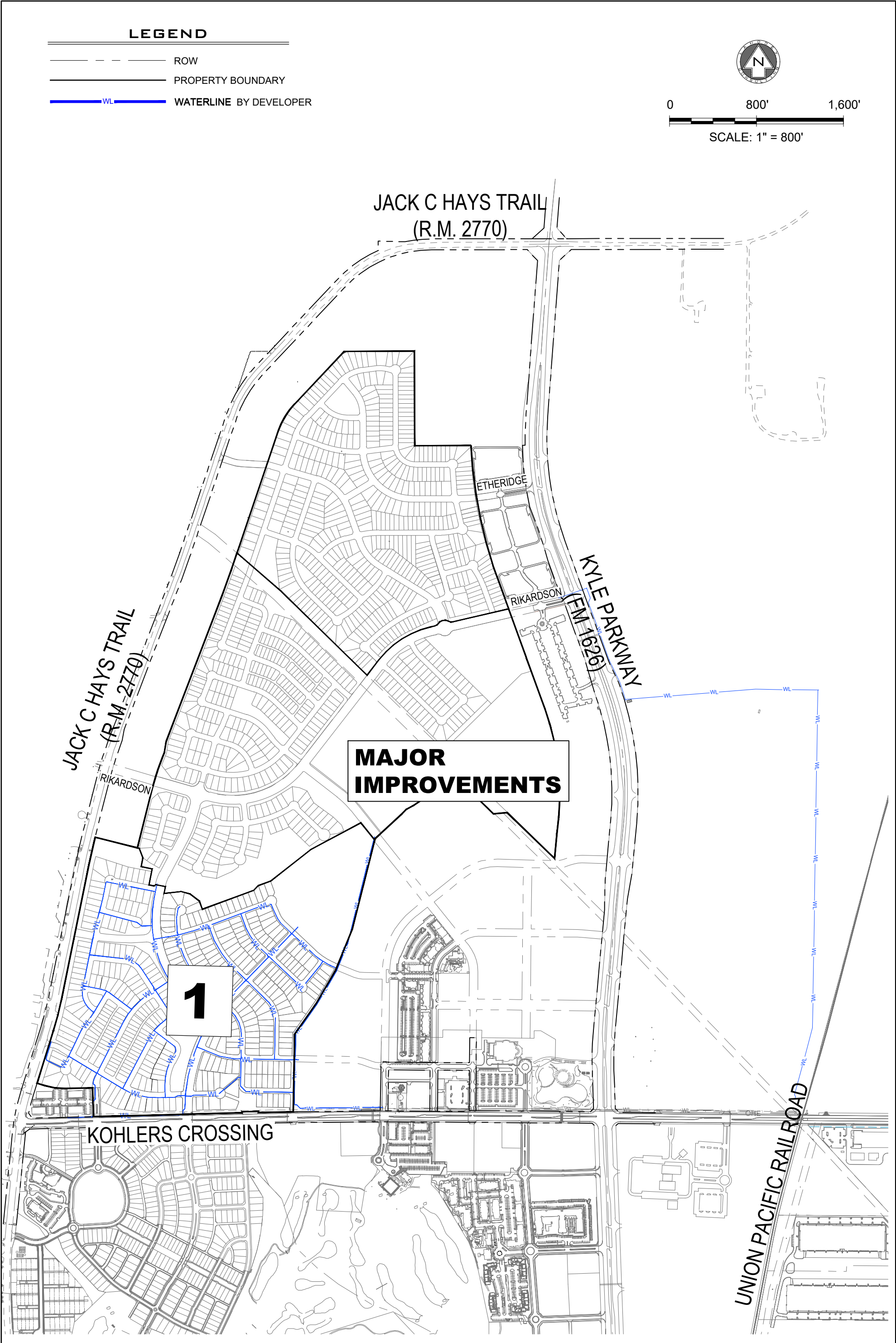
TBPE NO: 16384 • TBPLS NO: 10194101
5508 HIGHWAY 290 WEST, SUITE 150
AUSTIN, TX 78735 512.872.6696
LDCTEAMS.COM

APPENDIX 5

OVERALL IMPROVEMENTS MAP:

POTABLE WATER

P:\Lennar\LEN15001 Plum Creek\03_ACADE\Exhibits\PID Exhibits\Major Improvements - WATER.dwg, OVERALL, October 14, 2021, 1:51 PM, kschmidt

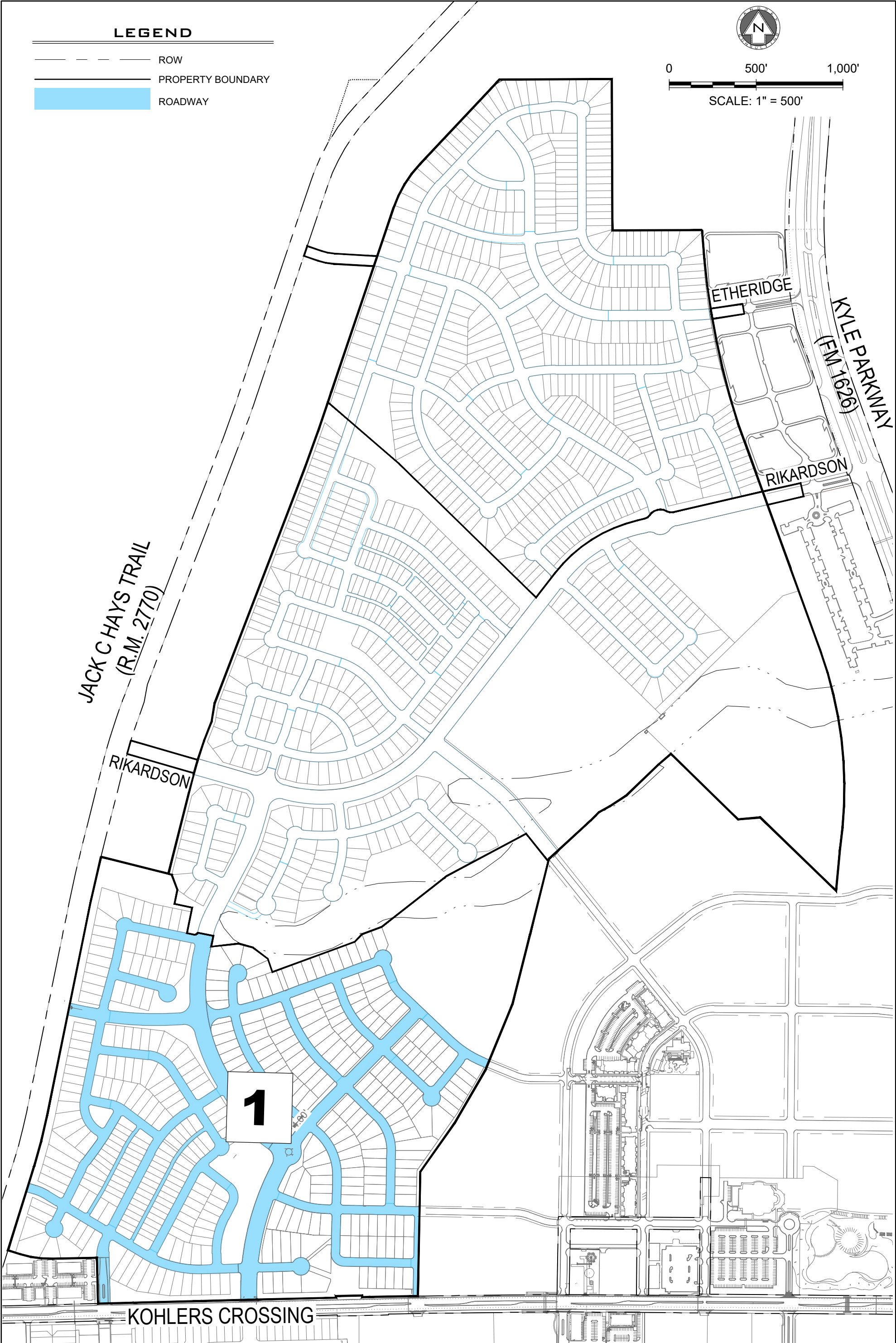


APPENDIX 6

OVERALL IMPROVEMENTS MAP:

STREETS

P:\Lennar\LEN15001_Plum Creek\03_ACAD\Exhibits\PID Exhibits\Major Improvements - STREETS.dwg, OVERALL, August 30, 2021, 6:20 PM, kschmidt



APPENDIX 7

IMPROVEMENT AREA #1 MAP: WASTEWATER

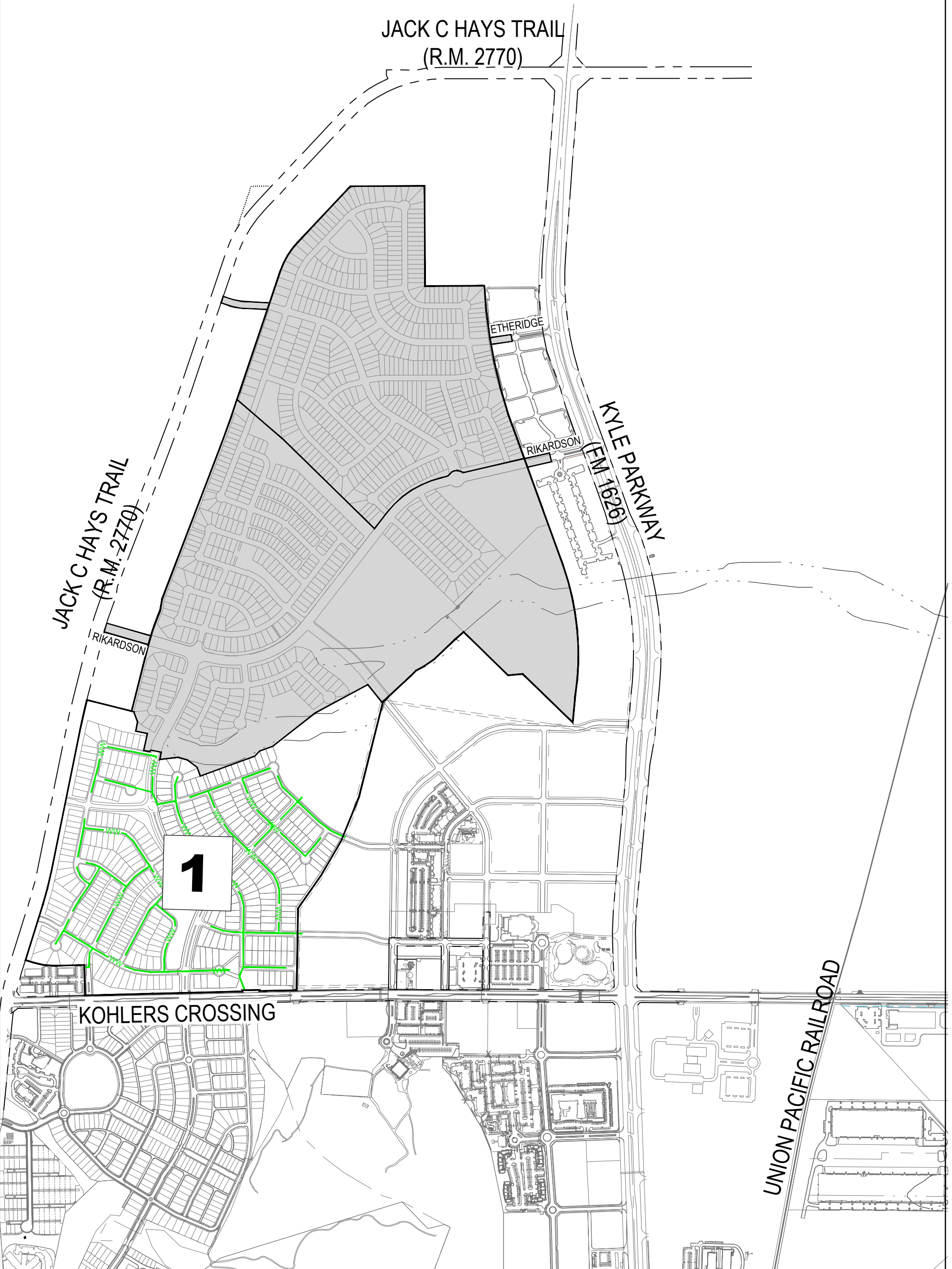
LEGEND

- ROW
- PROPERTY BOUNDARY
- WASTEWEATER



0 500' 1,000'

SCALE: 1" = 500'



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APPENDIX 8

IMPROVEMENT AREA #1 MAP: DRAINAGE

P:\Lennar\LEN15001_Plum Creek\03_ACADE\Exhibits\PID Exhibits\Major Improvements - DRAINAGE.dwg, IA#1, August 30, 2021, 6:20 PM, kschmidt

LEGEND

ROW

PROPERTY BOUNDARY

DRAINAGE AND DETENTION AREA

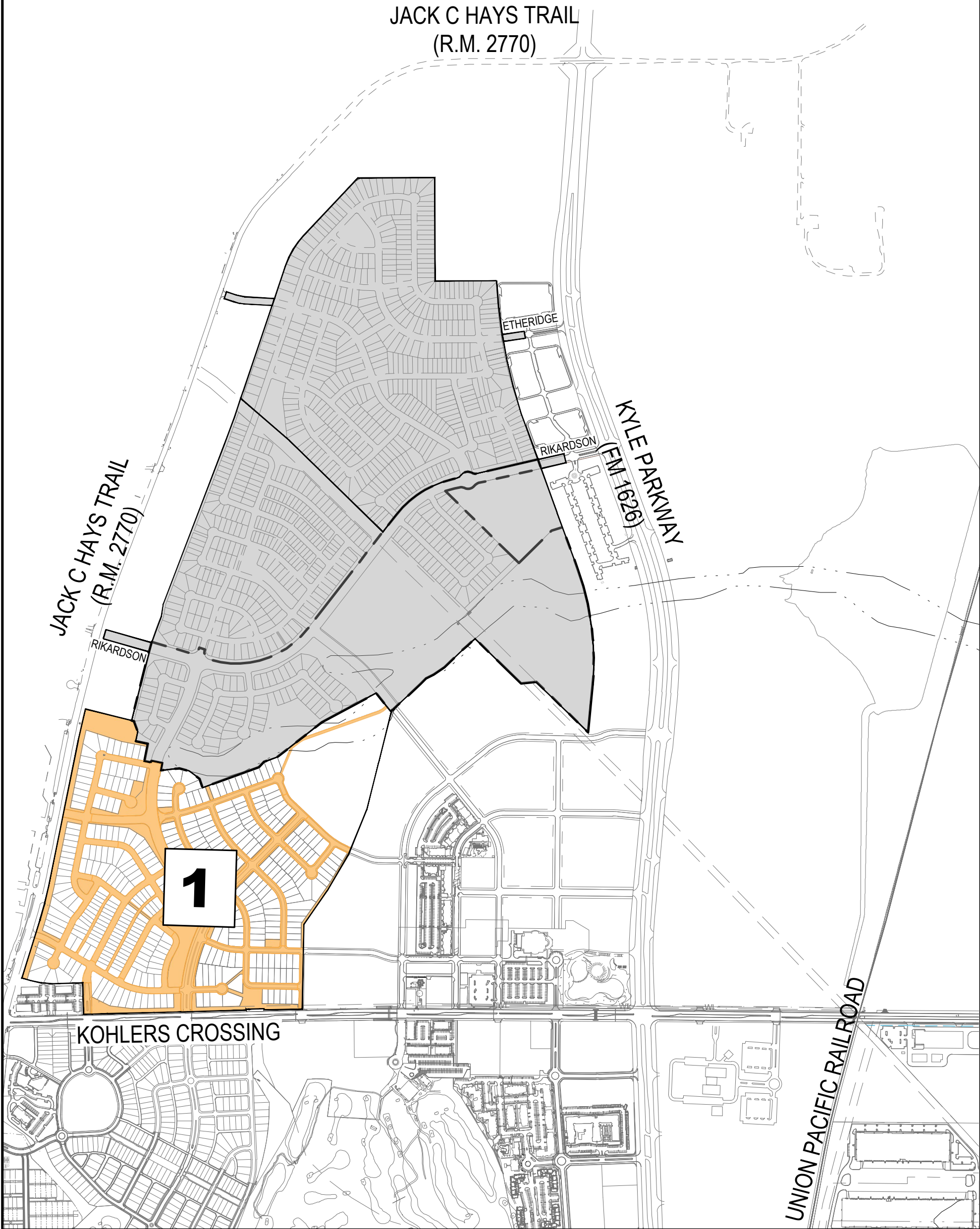
N

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800'

1,600'

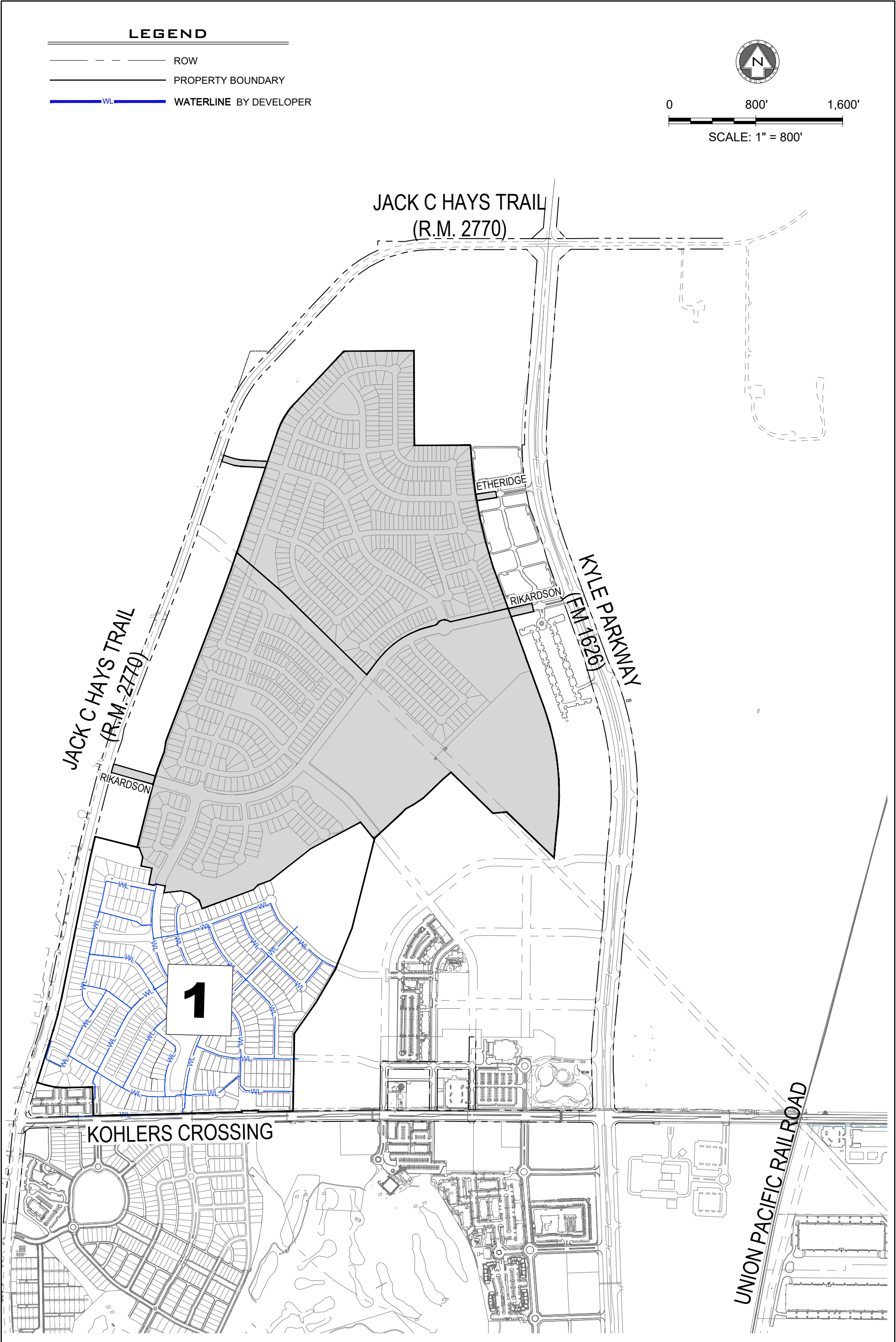
SCALE: 1" = 800'



APPENDIX 9

IMPROVEMENT AREA #1 MAP: POTABLE WATER

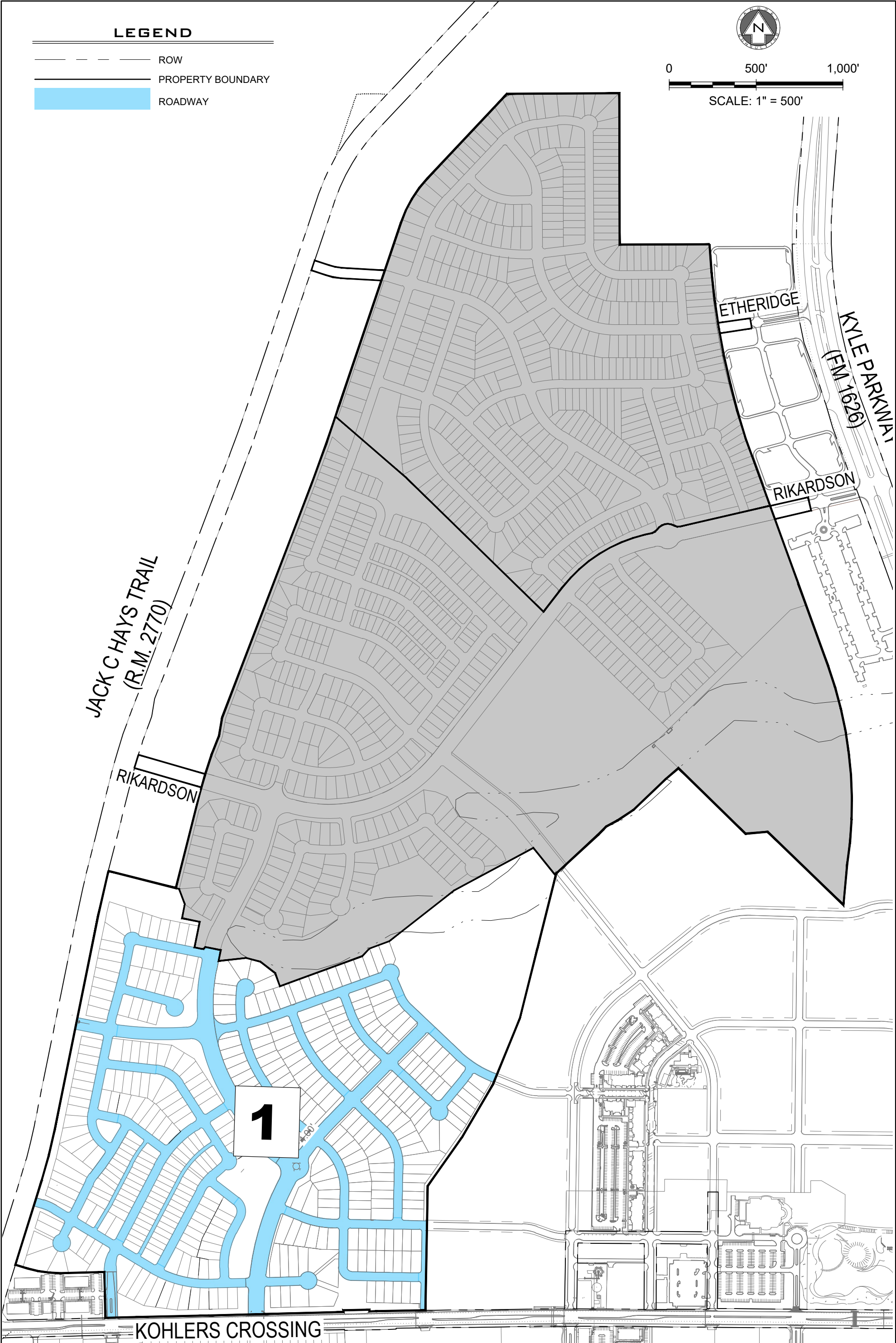
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APPENDIX 10

IMPROVEMENT AREA #1 MAP: STREETS

P:\Lennar\LEN15001_Plum Creek\03_ACAD\Exhibits\PID Exhibits\Major Improvements - STREETS.dwg, IA #1, August 30, 2021, 6:20 PM, kschmidt



APPENDIX 11

IMPROVEMENT AREA #1 MAP: PARKS, OPEN SPACE, & LANDSCAPING

APPENDIX 12

MAJOR IMPROVEMENT AREA MAP: WASTEWATER

LEGEND

- ROW
- PROPERTY BOUNDARY
- WASTEWEATER



0 500' 1,000'

SCALE: 1" = 500'

JACK C HAYS TRAIL
(R.M. 2770)

ETHERIDGE

RIKARDSON

KYLE PARKWAY
(FM 1626)

JACK C HAYS TRAIL
(R.M. 2770)

RIKARDSON

MAJOR
IMPROVEMENTS

1

KOHLERS CROSSING

UNION PACIFIC RAILROAD

PLUM CREEK NORTH

MAJOR IMPROVEMENTS - WASTEWATER
KYLE, HAYS COUNTY, TEXAS
AUGUST, 2021

Item # 24

APPENDIX 13

MAJOR IMPROVEMENT AREA MAP: DRAINAGE

P:\Lennar\LEN15001_Plum Creek\03_ACAD\Exhibits\PID Exhibits\Major Improvements - DRAINAGE.dwg, Major Imp, August 30, 2021, 6:20 PM, kschnmidt

LEGEND

- ROW
- PROPERTY BOUNDARY
- DRAINAGE AND DETENTION AREA



0 800' 1,600'

SCALE: 1" = 800'

JACK C HAYS TRAIL
(R.M. 2770)

ETHERIDGE

RIKARDSON

KYLE PARKWAY
(FM 1626)

MAJOR
IMPROVEMENTS

1

JACK C HAYS TRAIL
(R.M. 2770)

RIKARDSON

KOHLERS CROSSING

DN PACIFIC RAILROAD

PLUM CREEK NORTH

MAJOR IMPROVEMENT AREAS - DRAINAGE
KYLE, HAYS COUNTY, TEXAS
AUGUST, 2021

Item # 24

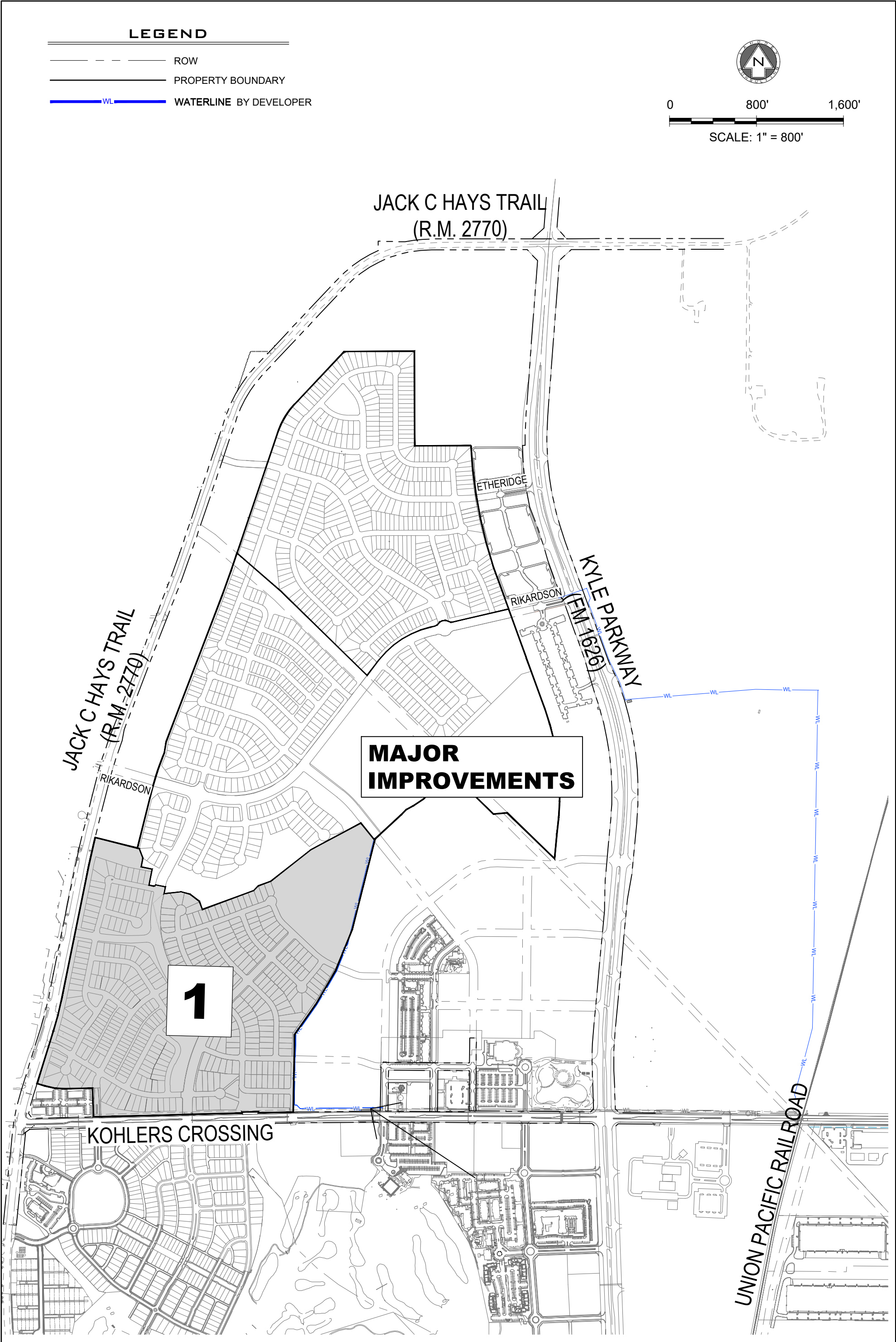
LDC

TBPE NO: 16384 • TBPLS NO: 10194101
5508 HIGHWAY 290 WEST, SUITE 150
AUSTIN, TX 78735 512.872.6696
LDCTEAMS.COM

APPENDIX 14

MAJOR IMPROVEMENT AREA MAP: POTABLE WATER

P:\Lennar\LEN15001 Plum Creek\03_ACAD\Exhibits\PID Exhibits\Major Improvements - WATER.dwg, Major Imp, October 14, 2021, 1:51 PM, kschmidt

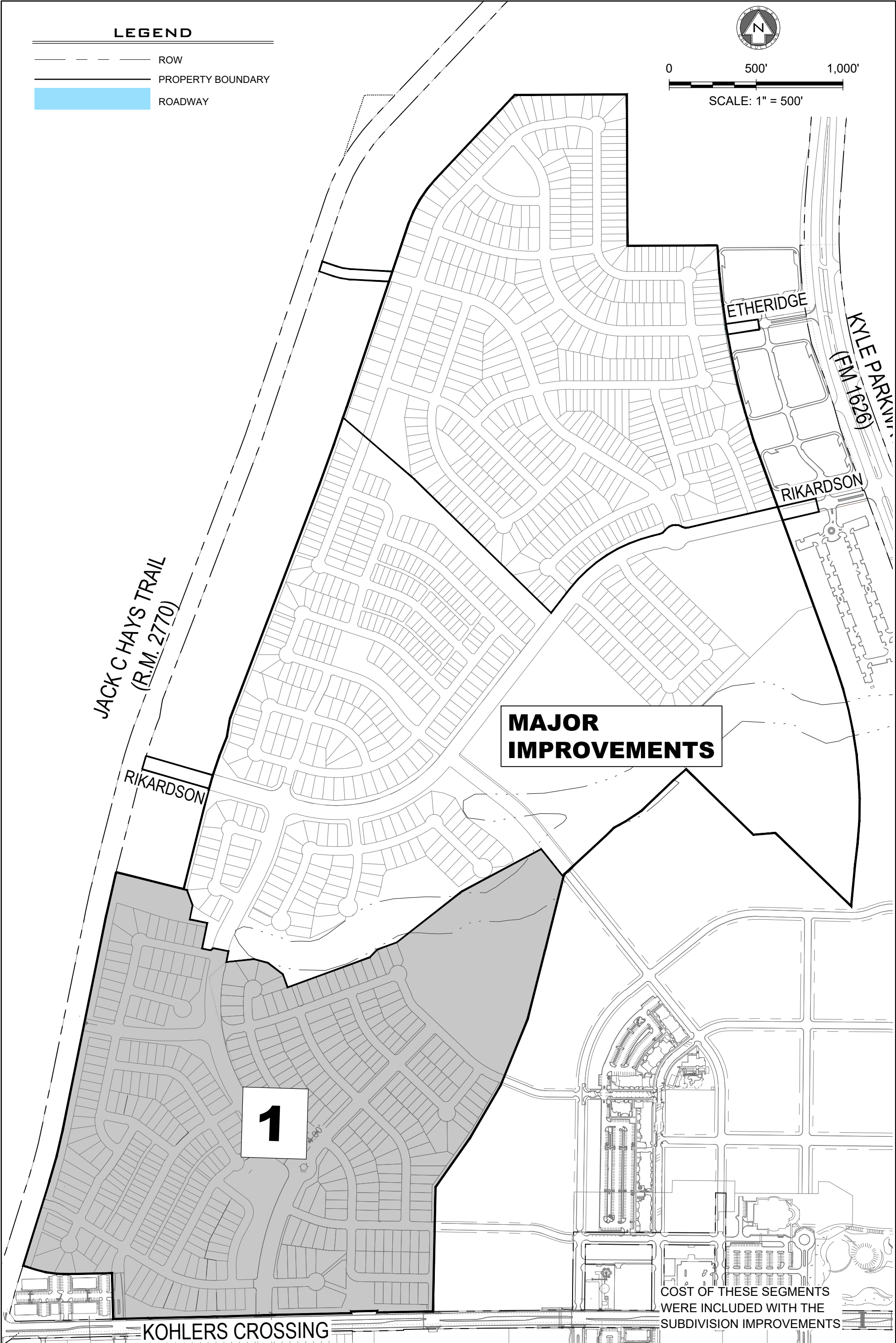


APPENDIX 15

MAJOR IMPROVEMENT AREA MAP:

STREETS

P:\Lennar\LEN15001_Plum Creek\03_ACAD\Exhibits\PID Exhibits\Major Improvements - STREETS.dwg, Major Imp, August 30, 2021, 6:20 PM, kschnmidt



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.

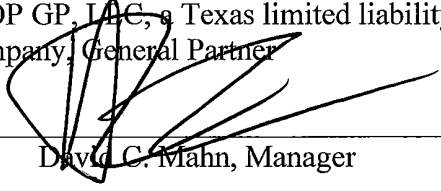
EXECUTED AND DELIVERED the 25 day of August, 2016 (the “**Effective Date**”).

(Signatures are on following pages)

GRANTOR:

PC OPERATING PARTNERS, LTD., a Texas
limited partnership

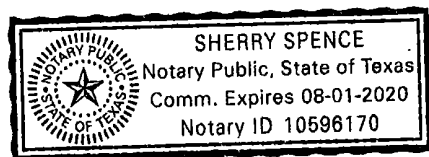
By: PCOP GP, LLC, a Texas limited liability
Company, General Partner

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

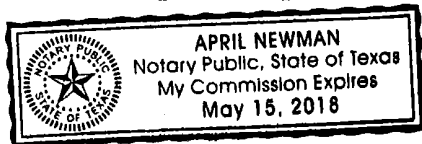
By: Lennar Texas Holding Company, a Texas
corporation, General Partner

By: 
Name: Amanda Ternejcic
Title: Authorized Agent

THE STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me this 26th day of August, 2016 by
Amanda Ternejcic, 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.



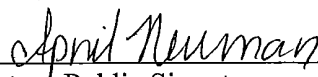

Notary Public Signature

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 → I

Job No. 5549-01-001
FN1626R3(en)
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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

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Hays County, Texas

Exhibit A-1

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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

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Hays County, Texas

Exhibit A-1

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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,

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

Exhibit A ~ |

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FN1626R3(en)
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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)

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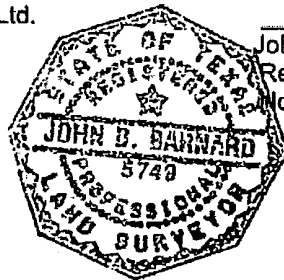
Exhibit A - 1

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

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FN1627(en)
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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.

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TBPE Firm No. 14309 | TBPLS Firm No. 101206-00

51.48-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.

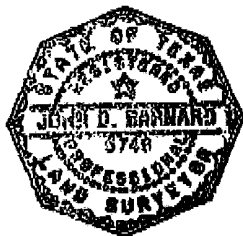
BOWMAN WORD FILE: FN1627(en)
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THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS
COUNTY OF TRAVIS §

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

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

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 180.13 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

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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
FN1755(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 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)
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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.

 7/15/16
Eric J. Dannheim Date
Registered Professional Land Surveyor
State of Texas No. 6075
TBPLS Firm No. 10124500

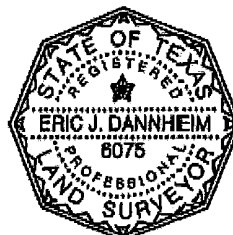


EXHIBIT B

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

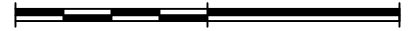
LEGAL DESCRIPTION:

IMPROVEMENT AREA #1

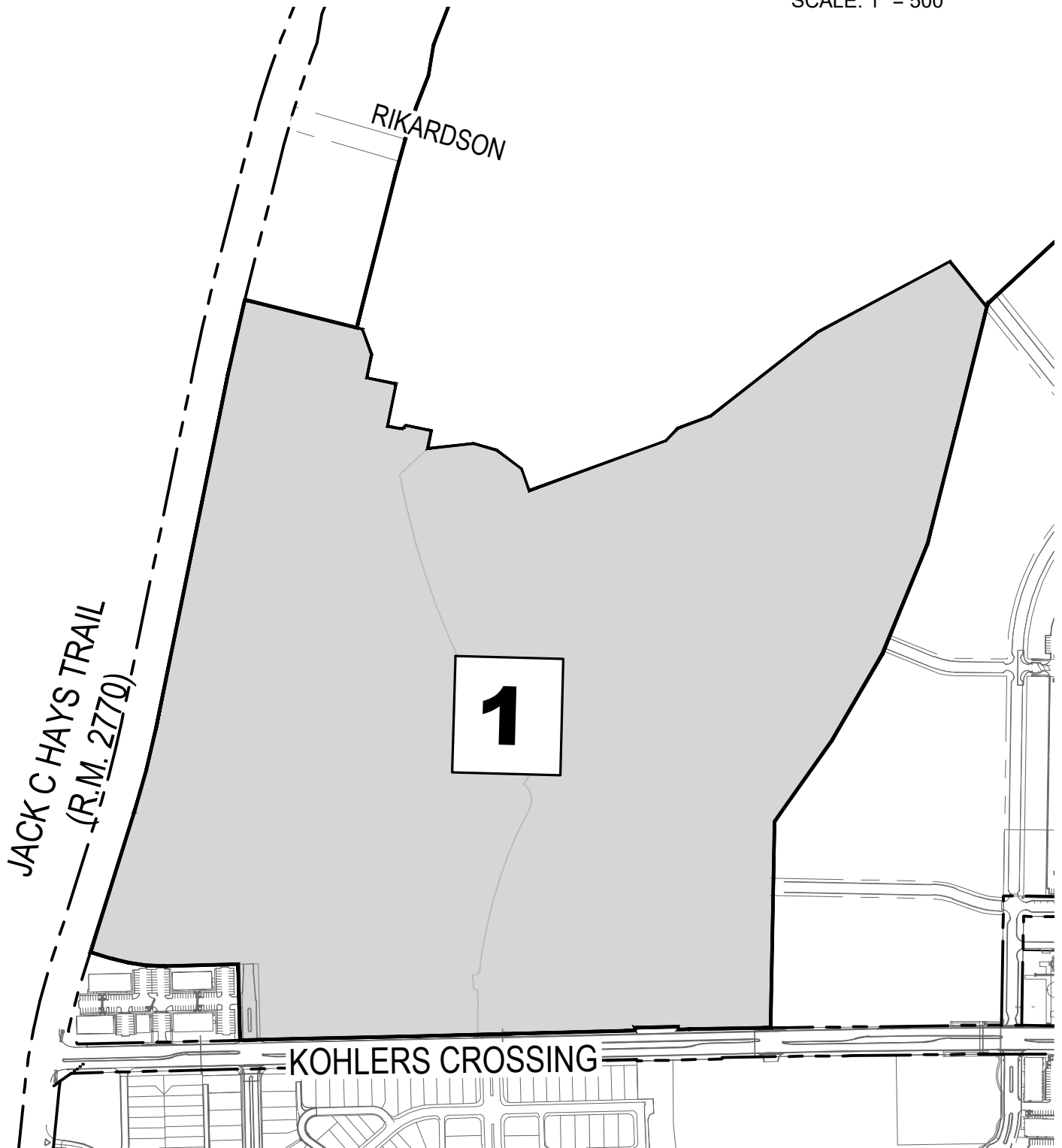
P:\Leman\LE15001_Plum Creek\03_ACADE\Exhibits\PID Exhibits\OVERALL NEIGHBORHOODS.dwg, AREA 1, June 25, 2021, 4:01 PM, kschnmidt



0 500' 1,000'



SCALE: 1" = 500'



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

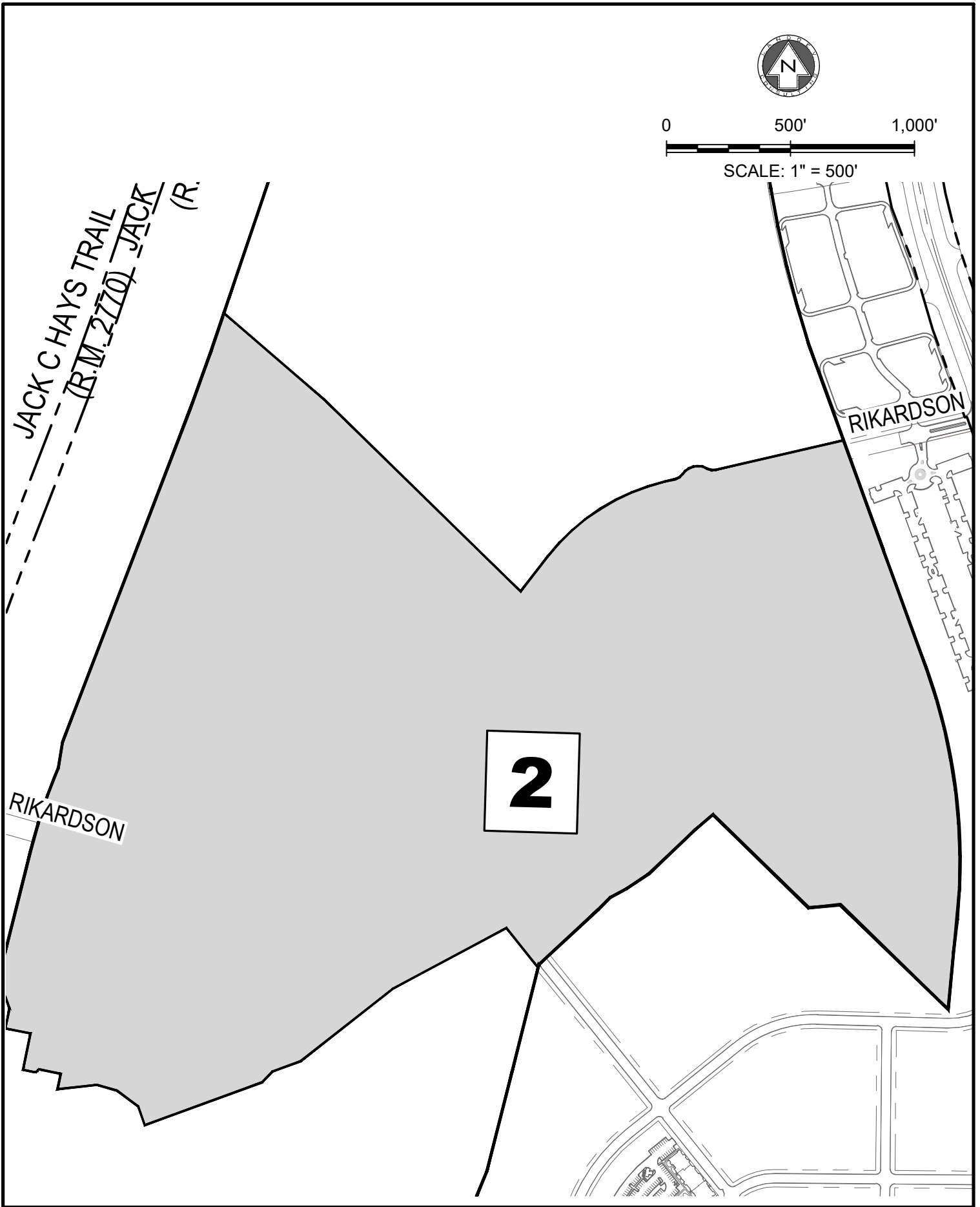


APPENDIX 18

LEGAL DESCRIPTION:

MAJOR IMPROVEMENT AREA

P:\Lennan\LEIN15001_Plum Creek\03_ACAD\Exhibits\PID Exhibits\OVERALL NEIGHBORHOODS.dwg, AREA 2, June 25, 2021, 3:58 PM, kschnmidt



PLUM CREEK PHASE 2

NEIGHBORHOOD IMPROVEMENT AREA 1

KYLE, HAYS COUNTY, TEXAS

JUNE, 2021

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

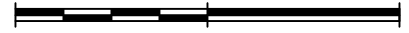

Ernesto Navarrete
Registered Professional Land Surveyor
No. 6642 – State of Texas



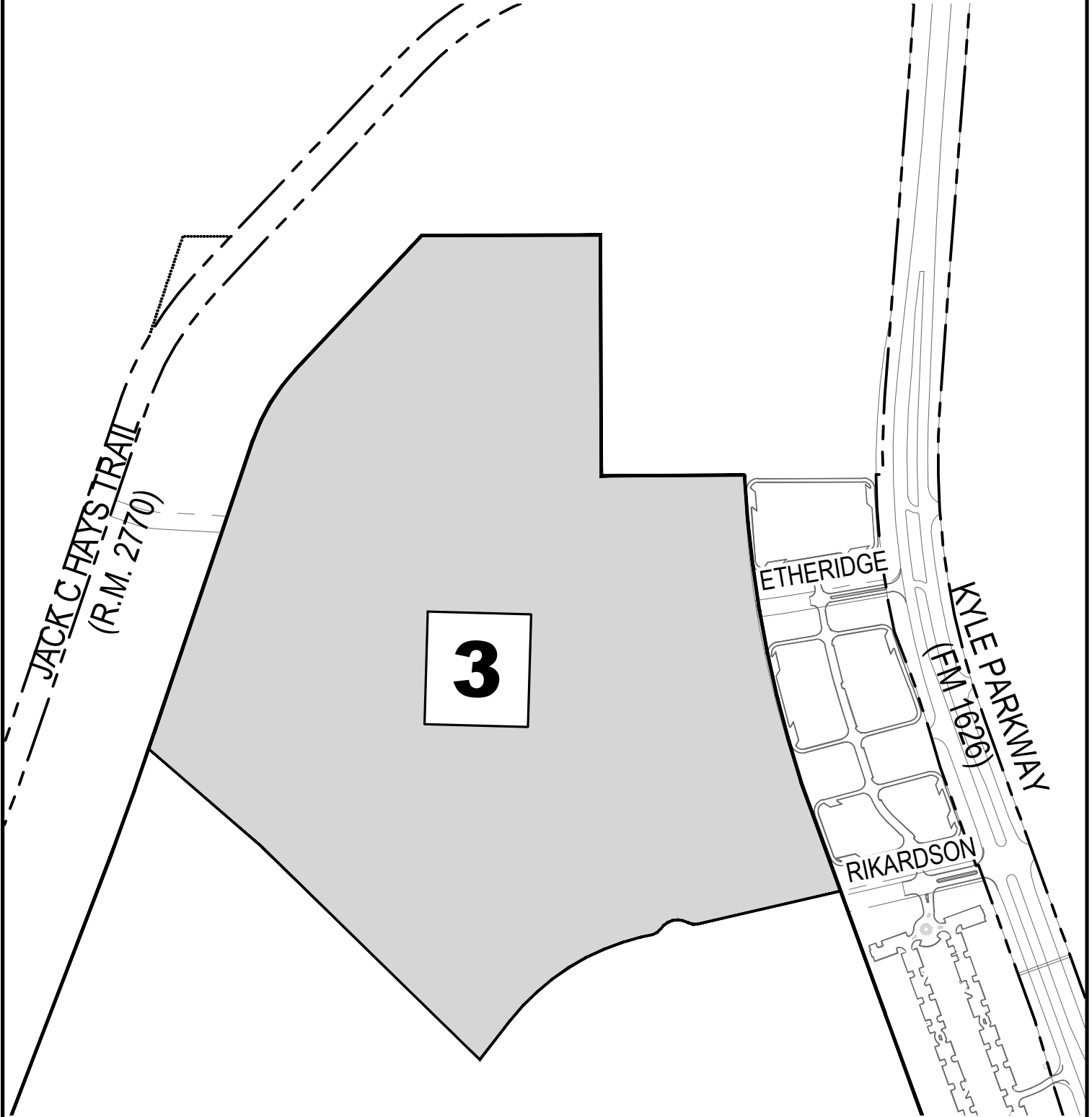
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0 500' 1,000'



SCALE: 1" = 500'



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





\$_____,000
CITY OF KYLE, TEXAS
SPECIAL ASSESSMENT REVENUE BONDS,
SERIES 2022
(PLUM CREEK NORTH PUBLIC IMPROVEMENT DISTRICT
MAJOR IMPROVEMENT AREA PROJECT)

WE HAVE ACTED AS BOND COUNSEL in connection with the issuance by the City of Kyle, Texas (the "City") of its \$_____,000 aggregate original principal amount of Special Assessment Revenue Bonds, Series 2022 (Plum Creek North Public Improvement District Major Improvement Area Project) (the "Bonds"). We have examined the applicable and pertinent provisions of the Constitution and laws of the State of Texas; the Internal Revenue Code of 1986, as amended to the date hereof (the "Code"), the regulations of the United States Department of the Treasury adopted thereunder, rulings and procedures thereunder pertinent to this opinion; an ordinance of the City Council of the City (the "City Council") authorizing the Bonds adopted on March 22, 2022 (the "Bond Ordinance"); the Indenture of Trust, dated as of March 15, 2022 (the "Indenture"), by and between the City and BOKF, NA, as Trustee (the "Trustee") authorizing the issuance of the Bonds; a transcript of certified proceedings of the City Council relating to the authorization, issuance, sale and delivery of the Bonds, including the Bond Ordinance; the Indenture; the Bonds and opinions of officials of the City; the Tax Certificate of the City; and other pertinent instruments authorizing and relating to the issuance of the Bonds. We have examined the Initial Bond (as defined in the Indenture) which we found to be in due form and properly executed. As to questions of fact material to our opinion, we have relied upon the certified proceedings and other certifications of public officials furnished to us without undertaking to verify the same by independent investigation.

BASED ON OUR EXAMINATION, we are of the opinion as of the date hereof and under existing law, as follows:

1. The Bonds are valid and legally binding obligations of the City enforceable in accordance with their terms, except as their enforceability may be limited by bankruptcy, insolvency, or other laws affecting creditors' rights generally and as may be affected by matters involving the exercise of equitable or judicial discretion.
2. The Bonds are secured by and payable solely from the Trust Estate, as defined in the Indenture. The Owners of the Bonds shall never have the right to demand payment thereof from any funds raised by taxation, or from any other revenues, properties or income of the City.

3. Interest on the Bonds is excludable for federal income tax purposes from the gross income of the owners thereof pursuant to Section 103 of the Code and will not constitute a specific item of tax preference under Section 57 of the Code for purposes of calculating the alternative minimum tax on individuals.

In rendering this opinion, we have assumed continuing compliance by the City with the covenants contained in the Indenture and the Tax Certificate, that it will comply with the applicable requirements of the Code, including requirements relating to, *inter alia*, the use and investment of proceeds of the Bonds and rebate to the United States Treasury of specified arbitrage earnings, if any, under Section 148(f) of the Code. Failure of the City to comply with such covenants could result in the interest on the Bonds being subject to federal income tax from the date of issue. We have not undertaken to monitor compliance with such covenants or to advise any party as to changes in the law after the date hereof that may affect the tax-exempt status of the interest on the Bonds.

The opinions set forth above are based on existing law, which is subject to change. Such opinions are further based on our knowledge of facts as of the date hereof. We assume no duty to update or supplement these opinions to reflect any facts or circumstances that may hereafter come to our attention or to reflect any changes in any law that may hereafter occur or become effective. Moreover, our opinions are not a guarantee of result and are not binding on the Internal Revenue Service; rather, such opinions represent our legal judgment based upon our review of existing law and in reliance upon the representations and covenants referenced above that we deem relevant to such opinions. We observe that the City has covenanted in the Indenture not to take any action, or omit to take any action within its control, that if taken or omitted, respectively, may result in the treatment of interest on the Bonds as includable in gross income for federal income tax purposes.

Respectfully,

**CITY OF KYLE, TEXAS,
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2022
(PLUM CREEK NORTH PUBLIC IMPROVEMENT DISTRICT
MAJOR IMPROVEMENT AREA PROJECT)**

CONTINUING DISCLOSURE AGREEMENT OF THE ISSUER

This Continuing Disclosure Agreement of the Issuer dated as of March 15, 2022 (this “Disclosure Agreement”) is executed and delivered by and between the City of Kyle, Texas (the “Issuer”), P3Works, LLC (the “Administrator”) and RBC Capital Markets, LLC, acting solely in its capacity of dissemination agent (the “Dissemination Agent”), with respect to the Issuer’s “Special Assessment Revenue Bonds, Series 2022 (Plum Creek North Public Improvement District Major Improvement Area Project)” (the “Bonds”). The Issuer, the Administrator, and the Dissemination Agent covenant and agree as follows:

SECTION 1. Purpose of the Disclosure Agreement. This Disclosure Agreement is being executed and delivered by the Issuer, the Administrator and the Dissemination Agent for the benefit of the Owners (defined below) and beneficial owners of the Bonds. Unless and until a different filing location is designated by the MSRB (defined below) or the SEC (defined below), all filings made by the Dissemination Agent pursuant to this Disclosure Agreement shall be filed with the MSRB through EMMA (defined below).

SECTION 2. Definitions. In addition to the definitions set forth above and in the Indenture of Trust, dated as of March 15, 2022 relating to the Bonds (the “Indenture”), which apply to any capitalized term used in this Disclosure Agreement, including the Exhibits hereto, unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

“Administrator” shall mean the Issuer or the person or independent firm designated by the Issuer who shall have the responsibility provided in the Service and Assessment Plan, the Indenture, or any other agreement or document approved by the Issuer related to the duties and responsibilities of the administration of the District. The Issuer has selected P3Works, LLC as the current Administrator.

“Annual Collection Costs” shall have the meaning assigned to such term in the Indenture.

“Annual Financial Information” shall mean annual financial information as such term is used in paragraph (b)(5)(i) of the Rule and specified in Section 4(a) of this Disclosure Agreement.

“Annual Installment(s)” shall have the meaning assigned to such term in the Indenture.

“Annual Issuer Report” shall mean any Annual Issuer Report provided by the Issuer pursuant to, and as described in, Sections 3 and 4 of this Disclosure Agreement.

“Business Day” shall mean any day other than a Saturday, Sunday, legal holiday, or day on which banking institutions in the city where the Trustee is located are required or authorized by law or executive order to close.

“Designated Successors and Assigns” shall mean (i) an entity to which Developer assigns (in writing) its rights and obligations contained in the Financing Agreement, (ii) any entity which is the successor by merger or otherwise to all or substantially all of Developer’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 Developer.

“Developer” shall mean Lennar Homes of Texas Land and Construction, LTD., a Texas limited partnership, together with its Designated Successors and Assigns.

“Disclosure Agreement of Developer” shall mean the Continuing Disclosure Agreement of the Developer dated as of March 15, 2022 executed and delivered by the Developer, P3Works, LLC, as Administrator and the Dissemination Agent.

“Disclosure Representative” shall mean the Director of Finance of the Issuer or the designee of either of such officers, or such other officer or employee as the Issuer may designate in writing to the Dissemination Agent from time to time.

“Dissemination Agent” shall mean RBC Capital Markets, LLC, acting solely in its capacity of dissemination agent, or any successor Dissemination Agent designated in writing by the Issuer and which has filed with the Trustee a written acceptance of such designation.

“District” shall mean Plum Creek North Public Improvement District.

“EMMA” shall mean the Electronic Municipal Market Access System currently available on the internet at <http://emma.msrb.org>.

“Financial Obligation” shall mean a (a) debt obligation; (b) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (c) guarantee of a debt obligation or any such derivative instrument; provided that “financial obligation” shall not include municipal securities as to which a final official statement (as defined in the Rule) has been provided to the MSRB consistent with the Rule.

“Financing Agreement” means the Plum Creek North Public Improvement District Financing and Reimbursement Agreement between the Developer and the City dated as of November 16, 2021, as amended.

“Fiscal Year” shall mean the Issuer’s fiscal year, currently the 12 month period from October 1 through September 30.

“Listed Events” shall mean any of the events listed in Section 5(a) of this Disclosure Agreement.

“Major Improvement Area” shall have the meaning assigned to such term in the Indenture.

“Major Improvement Area Assessment(s)” shall have the meaning assigned to such term in the Indenture.

“MSRB” shall mean the Municipal Securities Rulemaking Board or any other entity designated or authorized by the SEC to receive reports pursuant to the Rule.

“Outstanding” shall have the meaning assigned to such term in the Indenture.

“Owner” shall mean the registered owner of any Bonds.

“Participating Underwriter” shall mean FMSbonds, Inc. and its successors and assigns.

“Prepayments” shall have the meaning assigned to such term in the Indenture.

“Rule” shall mean Rule 15c2-12 adopted by the SEC under the Securities Exchange Act of 1934, as the same may be amended from time to time.

“SEC” shall mean the United States Securities and Exchange Commission.

“Service and Assessment Plan” shall have the meaning assigned to such term in the Indenture.

“Trust Estate” shall have the meaning assigned to such term in the Indenture.

“Trustee” shall mean BOKF, NA, Houston, Texas, a national banking association duly organized and existing under the laws of the United States or any successor trustee pursuant to the Indenture.

SECTION 3. Provision of Annual Issuer Reports.

(a) The Issuer shall cause and hereby directs the Dissemination Agent to provide or cause to be provided to the MSRB, in the electronic or other form required by the MSRB, commencing with the Fiscal Year ending September 30, 2022, an Annual Issuer Report provided to the Dissemination Agent which is consistent with the requirements of and within the time periods specified in Section 4 of this Disclosure Agreement; provided that the audited financial statements of the Issuer, if prepared and when available, may be submitted separately from the Annual Issuer Report, and later than the date required in this paragraph for the filing of the Annual Issuer Report, if audited financial statements are not available by that date; provided, however, if the audited financial statements are not complete within such period, then the Issuer shall provide unaudited financial statements within such period. In each case, the Annual Issuer Report may be submitted as a single document or as separate documents comprising a package and may include by reference other information as provided in Section 4 of this Disclosure Agreement. If the Issuer’s Fiscal Year changes, it shall file notice of such change (and of the date of the new Fiscal Year) with the MSRB prior to the next date by which the Issuer otherwise would be required to provide the Annual Issuer Report pursuant to this paragraph. All documents provided to the MSRB shall be accompanied by identifying information as prescribed by the MSRB.

Not later than ten (10) days prior to the date specified in Section 4 of this Disclosure Agreement for providing the Annual Issuer Report to the MSRB, the Issuer shall provide the Annual Issuer Report

to the Dissemination Agent. The Dissemination Agent shall provide such Annual Issuer Report to the MSRB not later than ten (10) days from receipt of such Annual Issuer Report from the Issuer.

If by the fifth (5th) day before the filing date required under Section 4 of this Disclosure Agreement, the Dissemination Agent has not received a copy of the Annual Issuer Report, the Dissemination Agent shall contact the Disclosure Representative by telephone and in writing (which may be by e-mail) to remind the Issuer of its undertaking to provide the applicable Annual Issuer Report pursuant to this subsection (a). Upon such reminder, the Disclosure Representative shall either (i) provide the Dissemination Agent with an electronic copy of the Annual Issuer Report no later than two (2) Business Days prior to the filing date required under Section 4 of this Disclosure Agreement; or (ii) instruct the Dissemination Agent in writing that the Issuer will not be able to provide the Annual Issuer Report within the time required under this Disclosure Agreement, state the date by which the Annual Issuer Report for such year will be provided and instruct the Dissemination Agent to immediately send a notice to the MSRB in substantially the form attached as Exhibit A; provided, however, that in the event the Disclosure Representative is required to act under either (i) or (ii) described above, the Dissemination Agent still must file the Annual Issuer Report or the notice of failure to file, as applicable, to the MSRB, no later than six months after the end of each Fiscal Year; provided further, however, that in the event the Disclosure Representative fails to act under either (i) or (ii) described above, the Dissemination Agent shall file a notice of failure to file no later than on the last Business Day of the six month period after the end of the Fiscal Year.

(b) The Issuer shall or shall cause the Dissemination Agent to:

(i) determine the filing address or other filing location of the MSRB each year prior to filing the Annual Issuer Report on the date required in subsection (a);

(ii) file the Annual Issuer Report containing or incorporating by reference the information set forth in Section 4 hereof; and

(iii) if the Issuer has provided the Dissemination Agent with the completed Annual Issuer Report and the Dissemination Agent has filed such Annual Issuer Report with the MSRB, then the Dissemination Agent shall file a report with the Issuer certifying that the Annual Issuer Report has been provided pursuant to this Disclosure Agreement, stating the date it was provided and that it was filed with the MSRB.

SECTION 4. Content and Timing of Annual Issuer Reports. The Annual Issuer Report for the Bonds shall contain or incorporate by reference, and the Issuer agrees to provide or cause to be provided to the Dissemination Agent, the following:

(a) Within six (6) months after the end of each Fiscal Year the Annual Financial Information of the Issuer (any or all of which may be unaudited) being:

(i) Tables setting forth the following information, as of the end of such Fiscal Year:

(A) For the Bonds, the maturity date or dates, the interest rate or rates, the original aggregate principal amount, the principal amount remaining Outstanding and the interest amount remaining Outstanding;

- (B) The amounts in the funds and accounts securing the Bonds; and
- (C) The assets and liabilities of the Trust Estate.

(ii) The principal and interest paid on the Bonds during such Fiscal Year and the minimum scheduled principal and interest required to be paid on the Bonds in the next Fiscal Year.

(iii) Any changes to the land use designation for the property in the Major Improvement Area from the purposes identified in the Service and Assessment Plan.

(iv) Updates to the information in the Service and Assessment Plan as most recently amended or supplemented (a “SAP Update”), including any changes to the methodology for levying the Major Improvement Area Assessments.

(v) The aggregate taxable assessed valuation for parcels or lots within the Major Improvement Area based on the most recent certified tax roll available to the Issuer.

(vi) With respect to single-family residential lots, until building permits have been issued for parcels or lots representing, in the aggregate, ninety-five percent (95%) of the total Major Improvement Area Assessments levied within the Major Improvement Area, the Annual Financial Information (in the SAP Update or otherwise) shall include the following:

(A) the number of new homes completed in the Major Improvement Area during such Fiscal Year; and

(B) the aggregate number of new homes completed within the Major Improvement Area since filing the initial Annual Issuer Report for the Fiscal Year ended September 30, 2022.

(vii) Listing of any property or property owners in the Major Improvement Area representing more than five percent (5%) of the levy of Major Improvement Area Assessments, the amount of the levy of Major Improvement Area Assessments against such landowners, and the percentage of such Major Improvement Area Assessments relative to the entire levy of Major Improvement Area Assessments within the Major Improvement Area, all as of the October 1 billing date for the Fiscal Year.

(viii) Collection and delinquency history of the Major Improvement Area Assessments for the past five Fiscal Years, in substantially the following format:

Collected in Fiscal Year	Major Improvement Area	Parcels	Delinquent Amount	Delinquent Percentage	Delinquent Amount	Delinquent Percentage	Total Major Improvement Area
<u>Ending 9/30</u>	<u>Assessment Billed</u>	<u>Levied</u>	<u>as of 3/1</u>	<u>as of 3/1</u>	<u>as of 9/1</u>	<u>as of 9/1</u>	<u>Assessments Collected⁽¹⁾</u>
20__							
20__							
20__							
20__							
20__							
							\$
⁽¹⁾ Collected as of _____, 20__. Includes \$ _____ attributable to Prepayments							

(ix) For each calendar year, if the total amount of Annual Installments that are delinquent as of September 1 in such calendar year is equal to or greater than ten percent (10%) of the total amount of Annual Installments due in such calendar year, a list of parcel numbers for which the Annual Installments are delinquent.

(x) Total amount of Prepayments collected, as of the February 15 of the calendar year immediately succeeding such Fiscal Year, in each case with respect to the most recent billing period (generally, October 1 of the preceding calendar year through January 31 of the current calendar year).

(xi) The amount of delinquent Major Improvement Area Assessments by Fiscal Year:

(A) which are subject to institution of foreclosure proceedings (but as to which such proceedings have not been instituted);

(B) for which foreclosure proceedings have been instituted but have not been concluded;

(C) which have been reduced to judgment but not collected;

(D) which have been reduced to judgment and collected; and

(E) the result of any foreclosure sales of assessed property within the Major Improvement Area if the assessed property sold at a foreclosure sale represents more than five percent (5%) of the total amount of Major Improvement Area Assessments.

(xii) A description of any amendment to this Disclosure Agreement and a copy of any restatements to the Issuer's audited financial statements during such Fiscal Year.

(b) If not provided with the financial information provided under subsection 4(a) above, if prepared and when available, the audited financial statements of the Issuer for the most recently ended Fiscal Year, prepared in accordance with generally accepted accounting principles applicable from time to time to the Issuer. If such audited financial statements are not complete within the time period specified in subsection 4(a) above, then the Issuer shall provide unaudited financial statements within such period and shall provide audited financial statements for the applicable Fiscal Year when and if the audit report on such statements becomes available.

See Exhibit B hereto for a form for submitting the information set forth in the preceding paragraphs. The Issuer has designated P3Works, LLC as the initial Administrator. The Administrator, and if no Administrator is designated, Issuer's staff, shall prepare the Annual Financial Information. In all cases, the Issuer shall have the sole responsibility for the content, design and other elements comprising substantive contents of the Annual Issuer Reports under this Section 4.

Any or all of the items listed above may be included by specific reference to other documents, including disclosure documents of debt issues of the Issuer, which have been submitted to and are publicly accessible from the MSRB. If the document included by reference is a final offering document, it must be available from the MSRB. The Issuer shall clearly identify each such other document so included by reference.

SECTION 5. Reporting of Significant Events.

(a) Pursuant to the provisions of this Section 5, each of the following is a Listed Event with respect to the Bonds:

1. Principal and interest payment delinquencies.
2. Non-payment related defaults, if material.
3. Unscheduled draws on debt service reserves reflecting financial difficulties.
4. Unscheduled draws on credit enhancements reflecting financial difficulties.
5. Substitution of credit or liquidity providers, or their failure to perform.
6. Adverse tax opinions, the issuance by the IRS of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds.
7. Modifications to rights of Owners, if material.
8. Bond calls, if material, and tender offers.
9. Defeasances.
10. Release, substitution, or sale of property securing repayment of the bonds, if material.
11. Rating changes.
12. Bankruptcy, insolvency, receivership or similar event of the Issuer.
13. The consummation of a merger, consolidation, or acquisition of the Issuer, or the sale of all or substantially all of the assets of the Issuer, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material.
14. Appointment of a successor or additional trustee under the Indenture or the change of name of a trustee, if material.
15. Incurrence of a Financial Obligation of the Issuer, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the Issuer, any of which affect security holders, if material.
16. Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the Issuer, any of which reflect financial difficulties.

The Issuer does not intend for any sale by the Developer of real property within the Major Improvement Area to be considered a significant event for the purposes of number 10 above.

Any event described in number 12 above is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for the Issuer in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the Issuer, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the Issuer.

The Issuer intends the words used in numbers 15 and 16 above and the definition of Financial Obligation to have the same meanings as when they are used in the Rule, as evidenced by SEC Release No. 34-83885, dated August 20, 2018.

Upon the occurrence of a Listed Event, the Issuer shall promptly notify the Dissemination Agent in writing and the Issuer shall direct the Dissemination Agent to file a notice of such occurrence with the MSRB. The Dissemination Agent shall file such notice no later than the Business Day immediately following the day on which it receives written notice of such occurrence from the Issuer. Any such notice is required to be filed within ten (10) Business Days of the occurrence of such Listed Event.

Any notice under the preceding paragraphs shall be accompanied with the text of the disclosure that the Issuer desires to make, the written authorization of the Issuer for the Dissemination Agent to disseminate such information as provided herein, and the date the Issuer desires for the Dissemination Agent to disseminate the information (which date shall not be more than ten (10) Business Days after the occurrence of the Listed Event or failure to file).

In all cases, the Issuer shall have the sole responsibility for the content, design and other elements comprising substantive contents of all disclosures made under this Section 5. In addition, the Issuer shall have the sole responsibility to ensure that any notice required to be filed under this Section 5 is filed within ten (10) Business Days of the occurrence of the Listed Event.

(b) The Dissemination Agent shall, promptly, and not more than five (5) Business Days after obtaining actual knowledge of the occurrence of any Listed Event with respect to the Bonds, notify the Disclosure Representative in writing of such Listed Event. The Dissemination Agent shall not be required to file a notice of the occurrence of such Listed Event with the MSRB unless and until it receives written instructions from the Disclosure Representative to do so. If the Dissemination Agent has been instructed by the Disclosure Representative on behalf of the Issuer to report the occurrence of a Listed Event under this subsection (b), the Dissemination Agent shall file a notice of such occurrence with the MSRB no later than the Business Day immediately following the day on which it receives written instructions from the Issuer. It is agreed and understood that the duty to make or cause to be made the disclosures herein is that of the Issuer and not that of the Trustee or the Dissemination Agent. It is agreed and understood that the Dissemination Agent has agreed to give the foregoing notice to the Issuer as an accommodation to assist it in monitoring the occurrence of such event, but is under no obligation to investigate whether any such event has occurred. As used above, “actual knowledge” means the actual

fact or statement of knowing, without a duty to make any investigation with respect thereto. In no event shall the Dissemination Agent be liable in damages or in tort to the Issuer, the Participating Underwriter, the Trustee, or any Owner or beneficial owner of any interests in the Bonds as a result of its failure to give the foregoing notice or to give such notice in a timely fashion.

(c) If in response to a notice from the Dissemination Agent under subsection (b), the Issuer determines that the Listed Event under number 2, 7, 8 (as to bond calls only), 10, 13, 14 or 15 of subparagraph (a) above is not material under applicable federal securities laws, the Issuer shall promptly, but in no case more than five (5) Business Days after occurrence of the event, notify the Dissemination Agent and the Trustee (if the Dissemination Agent is not the Trustee) in writing and instruct the Dissemination Agent not to report the occurrence pursuant to subsection (b).

SECTION 6. Termination of Reporting Obligations. The obligations of the Issuer, the Administrator and the Dissemination Agent under this Disclosure Agreement shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Bonds, when the Issuer is no longer an obligated person with respect to the Bonds, or upon delivery by the Disclosure Representative to the Dissemination Agent of an opinion of nationally recognized bond counsel to the effect that continuing disclosure is no longer required. So long as any of the Bonds remain Outstanding, the Dissemination Agent may assume that the Issuer is an obligated person with respect to the Bonds until it receives written notice from the Disclosure Representative stating that the Issuer is no longer an obligated person with respect to the Bonds, and the Dissemination Agent may conclusively rely upon such written notice with no duty to make investigation or inquiry into any statements contained or matters referred to in such written notice. If such termination occurs prior to the final maturity of the Bonds, the Issuer shall give notice of such termination in the same manner as for a Listed Event with respect to the Bonds under Section 5(a).

SECTION 7. Dissemination Agent. The Issuer may, from time to time, appoint or engage a Dissemination Agent or successor Dissemination Agent to assist it in carrying out its obligations under this Disclosure Agreement, and may discharge such Dissemination Agent, with or without appointing a successor Dissemination Agent. If at any time there is not any other designated Dissemination Agent, the Issuer shall be the Dissemination Agent. The initial Dissemination Agent appointed hereunder shall be RBC Capital Markets, LLC. The Issuer will give prompt written notice to the Developer, or any other party responsible for providing quarterly information pursuant to the Disclosure Agreement of Developer, of any change in the identity of the Dissemination Agent under the Disclosure Agreement of Developer.

SECTION 8. Amendment; Waiver. Notwithstanding any other provisions of this Disclosure Agreement, the Issuer and the Dissemination Agent may amend this Disclosure Agreement (and the Dissemination Agent shall not unreasonably withhold its consent to any amendment so requested by the Issuer), and any provision of this Disclosure Agreement may be waived, provided that the following conditions are satisfied:

(a) If the amendment or waiver relates to the provisions of Section 3(a), 4, or 5(a), it may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature or status of an obligated person with respect to the Bonds, or the type of business conducted;

(b) The undertaking, as amended or taking into account such waiver, would, in the opinion of nationally recognized bond counsel, have complied with the requirements of the Rule at the time of the delivery of the Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

(c) The amendment or waiver either (i) is approved by the Owners of the Bonds in the same manner as provided in the Indenture for amendments to the Indenture with the consent of Owners, or (ii) does not, in the opinion of nationally recognized bond counsel, materially impair the interests of the Owners or beneficial owners of the Bonds.

In the event of any amendment or waiver of a provision of this Disclosure Agreement, the Issuer shall describe such amendment in the next related Annual Issuer Report, and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver and its impact on the type (or in the case of a change of accounting principles, on the presentation) of financial information or operating data being presented by the Issuer. In addition, if the amendment relates to the accounting principles to be followed in preparing financial statements, (i) notice of such change shall be given in the same manner as for a Listed Event under Section 5(a), and (ii) the Annual Issuer Report for the year in which the change is made should present a comparison (in narrative form and also, if feasible, in quantitative form) between the financial statements as prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles. No amendment which adversely affects the Dissemination Agent may be made without its prior written consent (which consent will not be unreasonably withheld or delayed).

SECTION 9. Additional Information. Nothing in this Disclosure Agreement shall be deemed to prevent the Issuer from disseminating any other information, using the means of dissemination set forth in this Disclosure Agreement or any other means of communication, or including any other information in any Annual Issuer Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Agreement. If the Issuer chooses to include any information in any Annual Issuer Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Agreement, the Issuer shall have no obligation under this Disclosure Agreement to update such information or include it in any future Annual Issuer Report or notice of occurrence of a Listed Event.

SECTION 10. Default. In the event of a failure of the Issuer to comply with any provision of this Disclosure Agreement, the Dissemination Agent or any Owner or beneficial owner of the Bonds may, and the Trustee (at the request of any Participating Underwriter or the Owners of at least twenty-five percent (25%) aggregate principal amount of Outstanding Bonds and upon being indemnified to its satisfaction) shall, take such actions as may be necessary and appropriate to cause the Issuer to comply with its obligations under this Disclosure Agreement. A default under this Disclosure Agreement shall not be deemed an Event of Default under the Indenture with respect to the Bonds, and the sole remedy under this Disclosure Agreement in the event of any failure of the Issuer to comply with this Disclosure Agreement shall be an action for mandamus or specific performance. A default under this Disclosure Agreement by the Issuer shall not be deemed a default under the Disclosure Agreement of Developer by the Developer, and a default under the Disclosure Agreement of Developer by the Developer shall not be deemed a default under this Disclosure Agreement by the Issuer.

SECTION 11. Duties, Immunities and Liabilities of Dissemination Agent and Administrator.

(a) The Dissemination Agent shall not be responsible in any manner for the content of any notice or report (including without limitations the Annual Issuer Report) prepared by the Issuer pursuant to this Disclosure Agreement. The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Agreement, and no implied covenants shall be read into this Disclosure Agreement with respect to the Dissemination Agent. To the extent permitted by law, the Issuer agrees to hold harmless the Dissemination Agent, its officers, directors, employees and agents, but only with funds to be provided by the Developer or from Annual Collection Costs collected from the property owners in the Major Improvement Area, against any loss, expense and liabilities which it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including attorneys' fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's negligence or willful misconduct; provided, however, that nothing herein shall be construed to require the Issuer to indemnify the Dissemination Agent for losses, expenses or liabilities arising from information provided to the Dissemination Agent by the Developer or the failure of the Developer to provide information to the Dissemination Agent as and when required under the Disclosure Agreement of Developer. The obligations of the Issuer under this Section shall survive resignation or removal of the Dissemination Agent and payment in full of the Bonds. Nothing in this Disclosure Agreement shall be construed to mean or to imply that the Dissemination Agent is an "obligated person" under the Rule. The Dissemination Agent shall not be responsible for the Issuer's failure to submit a complete Annual Issuer Report to the MSRB. The Dissemination Agent is not acting in a fiduciary capacity in connection with the performance of its respective obligations hereunder. The fact that the Dissemination Agent may have a banking or other business relationship with the Issuer or any person with whom the Issuer contracts in connection with the transaction described in the Indenture, apart from the relationship created by the Indenture or this Disclosure Agreement, shall not be construed to mean that the Dissemination Agent has actual knowledge of any event described in Section 5 above, except as may be provided by written notice to the Dissemination Agent pursuant to this Disclosure Agreement.

The Dissemination Agent may, from time to time, consult with legal counsel of its own choosing in the event of any disagreement or controversy, or question or doubt as to the construction of any of the provisions hereof or their respective duties hereunder, and the Dissemination Agent shall not incur any liability and shall be fully protected in acting in good faith upon the advice of such legal counsel.

(b) Except as otherwise provided herein, the Administrator shall not have any duty with respect to the content of any disclosures made pursuant to the terms hereof. The Administrator shall have only such duties as are specifically set forth in this Disclosure Agreement, and no implied covenants shall be read into this Disclosure Agreement with respect to the Administrator. To the extent permitted by law, the Issuer agrees to hold harmless the Administrator, its officers, directors, employees and agents, but only with funds to be provided by the Developer or from Annual Collection Costs collected from the property owners in the Major Improvement Area, against any loss, expense and liabilities which it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including reasonable attorneys' fees) of defending against any claim of liability, but excluding liabilities due to the Administrator's negligence or willful misconduct; provided, however, that nothing herein shall be construed to require the Issuer to indemnify the Administrator for losses, expenses or liabilities arising from information provided to the Administrator by third parties, or the failure of any third party to provide information to the Administrator as and when required under this

Disclosure Agreement, or the failure of the Developer to provide information to the Administrator as and when required under the Disclosure Agreement of Developer. The obligations of the Issuer under this Section shall survive resignation or removal of the Administrator and payment in full of the Bonds. Nothing in this Disclosure Agreement shall be construed to mean or to imply that the Administrator is an “obligated person” under the Rule. The Administrator is not acting in a fiduciary capacity in connection with the performance of its respective obligations hereunder. The Administrator shall not in any event incur any liability with respect to (i) any action taken or omitted to be taken in good faith upon advice of legal counsel given with respect to any question relating to duties and responsibilities of the Administrator hereunder, or (ii) any action taken or omitted to be taken in reliance upon any document delivered to the Administrator and believed to be genuine and to have been signed or presented by the proper party or parties.

The Administrator may, from time to time, consult with legal counsel of its own choosing in the event of any disagreement or controversy, or question or doubt as to the construction of any of the provisions hereof or their respective duties hereunder, and the Administrator shall not incur any liability and shall be fully protected in acting in good faith upon the advice of such legal counsel.

(c) UNDER NO CIRCUMSTANCES SHALL THE DISSEMINATION AGENT, THE ADMINISTRATOR, OR THE ISSUER BE LIABLE TO THE OWNER OR BENEFICIAL OWNER OF ANY BOND OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY ANY OTHER PARTY TO THIS DISCLOSURE AGREEMENT, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS DISCLOSURE AGREEMENT, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE. THE DISSEMINATION AGENT AND THE ADMINISTRATOR ARE UNDER NO OBLIGATION NOR ARE THEY REQUIRED TO BRING SUCH AN ACTION.

SECTION 12. Assessment Timeline. The basic expected timeline for the collection of Major Improvement Area Assessments and the anticipated procedures for pursuing the collection of delinquent Major Improvement Area Assessments is set forth in Exhibit C which is intended to illustrate the general procedures expected to be followed in enforcing the payment of delinquent Major Improvement Area Assessments. Failure to adhere to such expected timeline shall not constitute a default by the Issuer under this Disclosure Agreement, the Indenture, the Bonds or any other document related to the Bonds.

SECTION 13. No Personal Liability. No covenant, stipulation, obligation or agreement of the Issuer, the Administrator, or Dissemination Agent contained in this Disclosure Agreement shall be deemed to be a covenant, stipulation, obligation or agreement of any present or future council members, officer, agent or employee of the Issuer, the Administrator, or Dissemination Agent in other than that person’s official capacity.

SECTION 14. Severability. In case any section or provision of this Disclosure Agreement, or any covenant, stipulation, obligation, agreement, act or action, or part thereof made, assumed, entered into, or taken thereunder or any application thereof, is for any reasons held to be illegal or invalid, such illegality or invalidity shall not affect the remainder thereof or any other section or provision thereof or any other covenant, stipulation, obligation, agreement, act or action, or part thereof made, assumed, entered into, or taken thereunder (except to the extent that such remainder or section or provision or

other covenant, stipulation, obligation, agreement, act or action, or part thereof is wholly dependent for its operation on the provision determined to be invalid), which shall be construed and enforced as if such illegal or invalid portion were not contained therein, nor shall such illegality or invalidity of any application thereof affect any legal and valid application thereof, and each such section, provision, covenant, stipulation, obligation, agreement, act or action, or part thereof shall be deemed to be effective, operative, made, entered into or taken in the manner and to the full extent permitted by law.

SECTION 15. Sovereign Immunity. The Dissemination Agent and the Administrator agree that nothing in this Disclosure Agreement shall constitute or be construed as a waiver of the Issuer's sovereign or governmental immunities regarding liability or suit.

SECTION 16. Beneficiaries. This Disclosure Agreement shall inure solely to the benefit of the Issuer, the Administrator, the Dissemination Agent, the Participating Underwriter, and the Owners and the beneficial owners from time to time of the Bonds, and shall create no rights in any other person or entity. Nothing in this Disclosure Agreement is intended or shall act to disclaim, waive or otherwise limit the duties of the Issuer under federal and state securities laws.

SECTION 17. Dissemination Agent and Administrator Compensation. The fees and expenses incurred by the Dissemination Agent and the Administrator for their respective services rendered in accordance with this Disclosure Agreement constitute Annual Collection Costs and will be included in the Annual Installments as provided in the annual updates to the Service and Assessment Plan. The Issuer shall pay or reimburse the Dissemination Agent and the Administrator, but only with funds to be provided from the Annual Collection Costs component of the Annual Installments collected from the property owners in the Major Improvement Area, for the fees and expenses for their respective services rendered in accordance with this Disclosure Agreement.

SECTION 18. Anti-Boycott Verification. The Dissemination Agent and Administrator hereby verify that the Dissemination Agent, the Administrator and any parent company, wholly- or majority-owned subsidiaries, and other affiliates of the Dissemination Agent and Administrator, if any, do not boycott Israel and, to the extent this Disclosure Agreement is a contract for goods or services, will not boycott Israel during the term of this Disclosure 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 Federal or State 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.

SECTION 19. Iran, Sudan and Foreign Terrorist Organizations. The Dissemination Agent and the Administrator represent that neither the Dissemination Agent, the Administrator nor any parent company, wholly- or majority-owned subsidiaries, and other affiliates of the Dissemination Agent or the Administrator 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 or State law and excludes the Dissemination Agent, the Administrator and each parent company, wholly- or majority-owned subsidiaries, and other affiliates of the Dissemination Agent or the Administrator, 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.

SECTION 20. No Discrimination Against Fossil-Fuel Companies. To the extent this Disclosure Agreement constitutes a contract for goods or services for which a written verification is required under Section 2274.002 (as added by Senate Bill 13 in the 87th Texas Legislature, Regular Session), Texas Government Code, as amended, the Dissemination Agent and the Administrator hereby verify that the Dissemination Agent, the Administrator and any parent company, wholly- or majority-owned subsidiaries, and other affiliates of the Dissemination Agent and Administrator, 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 enable the Issuer to comply with such Section and to the extent such Section does not contravene applicable Texas or federal law. As used in the foregoing verification, “boycott energy companies” 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.

SECTION 21. No Discrimination Against Firearm Entities and Firearm Trade Associations. To the extent this Disclosure Agreement constitutes a contract for goods or services for which a written verification is required under Section 2274.002 (as added by Senate Bill 19 in the 87th Texas Legislature, Regular Session), Texas Government Code, as amended, the Dissemination Agent and the Administrator hereby verify that the Dissemination Agent, the Administrator and any parent company, wholly- or majority-owned subsidiaries, and other affiliates of the Dissemination and Administrator, 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 during the term of this Disclosure Agreement against a firearm entity or firearm trade association. The foregoing verification is made solely to enable the Issuer to comply with such Section and to the extent such Section does not contravene applicable Texas or federal law. As used in the foregoing verification,

(a) “discriminate against a firearm entity or firearm trade association” (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. As used in the foregoing verification,

(b) 'firearm entity' means a manufacturer, distributor, wholesaler, supplier, or retailer of firearms (i.e., weapons that expel projectiles by the action of explosive or expanding gases), firearm accessories (i.e., 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 (i.e., a loaded cartridge case, primer, bullet, or propellant powder with or without a projectile) or a sport shooting range (as defined by Section 250.001, Texas Local Government Code), and

(c) "firearm trade association" means a 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.

SECTION 22. Affiliate. As used in Sections 18 through 21, the Dissemination Agent and Administrator understand "affiliate" to mean an entity that controls, is controlled by, or is under common control with the Dissemination Agent or the Administrator within the meaning of SEC Rule 405, 17 C.F.R. § 230.405, and exists to make a profit.

SECTION 23. Disclosure of Interested Parties. Pursuant to Section 2252.908(c)(4), Texas Government Code, as amended, the Dissemination Agent hereby certifies it is a publicly traded business entity and is not required to file a Certificate of Interested Parties Form 1295 related to this Disclosure Agreement. Submitted herewith is a completed Form 1295 in connection with the Administrator's participation in the execution of this Disclosure Agreement generated by the Texas Ethics Commission's (the "TEC") electronic filing application in accordance with the provisions of Section 2252.908 of the Texas Government Code and the rules promulgated by the TEC (the "Form 1295"). The Issuer hereby confirms receipt of the Form 1295 from the Administrator, and the Issuer agrees to acknowledge such form with the TEC through its electronic filing application not later than the thirtieth (30th) day after the receipt of such form. The Administrator and the Issuer understand and agree that, with the exception of information identifying the Issuer and the contract identification number, neither the Issuer nor its consultants are responsible for the information contained in the Form 1295; that the information contained in the Form 1295 has been provided solely by the Administrator; and, neither the Issuer nor its consultants have verified such information.

SECTION 24. Governing Law. This Disclosure Agreement shall be governed by the laws of the State of Texas.

SECTION 25. Counterparts. This Disclosure Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

[Signature pages follow]

CITY OF KYLE, TEXAS

By: _____
City Manager

RBC CAPITAL MARKETS, LLC
(as Dissemination Agent)

By: _____
Authorized Officer

P3WORKS, LLC
(as Administrator)

By: _____
Authorized Officer

EXHIBIT A

**NOTICE TO MSRB OF FAILURE TO FILE
ANNUAL ISSUER REPORT**

Name of Issuer: City of Kyle, Texas
Name of Bond Issue: Special Assessment Revenue Bonds, Series 2022
(Plum Creek North Public Improvement District Major
Improvement Area Project)(the “Bonds”)
CUSIP Nos.: [insert CUSIP Numbers]
Date of Delivery: _____, 20__

NOTICE IS HEREBY GIVEN that the City of Kyle, Texas (the “Issuer”), has not provided [an Annual Issuer Report][annual audited financial statements] with respect to the above-named bonds as required by the Continuing Disclosure Agreement of Issuer dated as of March 15, 2022, between the Issuer, P3Works, LLC, as “Administrator” and RBC Capital Markets, LLC, as “Dissemination Agent.” The Issuer anticipates that [the Annual Issuer Report][annual audited financial statements] will be filed by _____.

Dated: _____

RBC Capital Markets, LLC
on behalf of the City of Kyle, Texas
(as Dissemination Agent)

By: _____

Title: _____

cc: City of Kyle, Texas

EXHIBIT B

**CITY OF KYLE, TEXAS,
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2022
(PLUM CREEK NORTH PUBLIC IMPROVEMENT DISTRICT
MAJOR IMPROVEMENT AREA PROJECT)**

ANNUAL ISSUER REPORT^{*}

Delivery Date: _____, 20__

CUSIP Nos.: [insert CUSIP Numbers]

DISSEMINATION AGENT

Name: RBC Capital Markets, LLC
Address: [_____]
City: [_____]
Telephone: (____) ____-____
Contact Person: Attn: [_____]

Section 4(a)(i)(A)

BONDS OUTSTANDING

CUSIP Number	Maturity Date	Interest Rate	Original Principal Amount	Outstanding Principal Amount	Outstanding Interest Amount

Section 4(a)(i)(B)

INVESTMENTS

Fund/ Account Name	Investment Description	Par Value	Book Value	Market Value

^{*}Excluding Audited Financial Statements of the Issuer

Section 4(a)(i)(C)

ASSETS AND LIABILITIES OF PLEDGED TRUST ESTATE

ASSETS

Bonds (Principal Balance) _____
Funds and Accounts [list] _____
TOTAL ASSETS _____

LIABILITIES

Outstanding Bond Principal _____
Outstanding Program Expenses (if any) _____
TOTAL LIABILITIES _____

EQUITY

Assets Less Liabilities _____
Parity Ratio _____

Form of Accounting ☐ Cash ☐ Accrual ☐ Modified Accrual

ITEMS REQUIRED BY SECTIONS 4(a)(ii) – (vii) OF THE CONTINUING DISCLOSURE AGREEMENT OF ISSUER RELATING TO THE CITY OF KYLE, TEXAS SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2022 (PLUM CREEK NORTH PUBLIC IMPROVEMENT DISTRICT MAJOR IMPROVEMENT AREA PROJECT)

[Insert a line item for each applicable listing]

SECTION 4(a)(viii) COLLECTION AND DELINQUENCY HISTORY OF THE MAJOR IMPROVEMENT AREA ASSESSMENTS FOR THE PAST FIVE FISCAL YEARS, IN THE FOLLOWING FORMAT:

Collection and Delinquent History of Major Improvement Area Assessments

Collected in	Major		Delinquent	Delinquent	Delinquent	Delinquent	Total Major
Fiscal Year	Improvement		Amount	Percentage	Amount	Percentage	Improvement
<u>Ending 9/30</u>	<u>Area</u>	<u>Parcels</u>	<u>Amount</u>	<u>Percentage</u>	<u>Amount</u>	<u>Percentage</u>	<u>Area</u>
	<u>Billed</u>	<u>Levied</u>	<u>as of 3/1</u>	<u>as of 3/1</u>	<u>as of 9/1</u>	<u>as of 9/1</u>	<u>Assessments</u>
							<u>Collected⁽¹⁾</u>
20__							
20__							
20__							
20__							
20__							
							\$
⁽¹⁾ Collected as of _____, 20__. Includes \$ _____ attributable to Prepayments							

**ITEMS REQUIRED BY SECTIONS 4(a)(ix) – (xii) OF THE CONTINUING
DISCLOSURE AGREEMENT OF ISSUER RELATING TO THE CITY OF KYLE,
TEXAS SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2022 (PLUM CREEK
NORTH PUBLIC IMPROVEMENT DISTRICT MAJOR IMPROVEMENT AREA
PROJECT)**

[Insert a line item for each applicable listing]

EXHIBIT C

BASIC EXPECTED TIMELINE FOR ASSESSMENT COLLECTIONS AND PURSUIT OF DELINQUENCIES¹

<u>Date</u>	<u>Delinquency Clock (Days)</u>	<u>Activity</u>
January 31		Major Improvement Area Assessments are due.
February 1	1	Major Improvement Area Assessments delinquent if not received.
February 15	15	<p>Issuer forwards payment to Trustee for all collections received as of February 15, along with detailed breakdown. Subsequent payments and relevant details will follow monthly thereafter.</p> <p>Issuer and/or Administrator should be aware of actual and specific delinquencies.</p> <p>Administrator should be aware if Reserve Fund needs to be utilized for debt service payments during the corresponding Fiscal Year. If there is to be a shortfall of any Annual Installments due to be paid that Fiscal Year, the Dissemination Agent should be immediately notified in writing.</p> <p>Administrator should determine if previously collected surplus funds, if any, plus actual Annual Installment collections will be fully adequate for debt service in the corresponding March and September.</p> <p>At this point, if total delinquencies are under 5% and if there is adequate funding for March and September payments, no further action is anticipated for collection of Major Improvement Area Assessments except that the Issuer or Administrator, working with the City Attorney or an appropriate designee, will begin process to cure deficiency. For properties delinquent by more than one year or if the delinquency exceeds</p>

¹ Illustrates anticipated dates and procedures for pursuing the collection of delinquent Annual Installments of Major Improvement Area Assessments, which dates and procedures shall be in accordance with Chapters 31, 32, 33 and 34, Texas Tax Code, as amended (the "Code"), and the Hays County Tax/Assessor Collector's procedures, and are subject to adjustment by the Issuer. If the collection and delinquency procedures under the Code are subsequently modified, whether due to an executive order of the Governor of Texas or an amendment to the Code, such modifications shall control.

\$10,000, the matter will be referred for commencement of foreclosure.

If there are over 5% delinquencies or if there is insufficient funding in the Pledged Revenue Fund for transfer to the Principal and Interest Account of such amounts as shall be required for the full March and September payments, the collection-foreclosure procedure will proceed against all delinquent properties.

March 1

29/30

Trustee pays bond interest payments to Owners.

Reserve Fund payment to Bond Fund may be required if Major Improvement Area Assessments are below approximately 50% collection rate.

Issuer, or the Trustee, on behalf of the Issuer, to notify Dissemination Agent of the occurrence of draw on the Reserve Fund and, following receipt of such notice, Dissemination Agent to notify MSRB of such draw on the Fund for debt service.

Use of Reserve Fund for debt service payment should trigger commencement of foreclosure on delinquent properties.

Issuer, or the Administrator on behalf of the Issuer, determines whether or not any Annual Installments are delinquent and, if such delinquencies exist, the Issuer commences as soon as practicable appropriate and legally permissible actions to obtain such delinquent Annual Installments.

March 20

48/49

If any property owner with ownership of property responsible for more than \$10,000 of the Annual Installments of Major Improvement Area Assessments is delinquent or if a total of delinquencies is over 5%, or if it is expected that Reserve Fund moneys will need to be utilized for either the March or September bond payments, the Disclosure Representative shall work with City Attorney's office, or the appropriate designee, to satisfy payment of all delinquent Annual Installments of Major Improvement Area Assessments.

April 15

74/75

Preliminary foreclosure activity commences, and Issuer to notify Dissemination Agent in

writing of the commencement of preliminary foreclosure activity.

If Dissemination Agent has not received Foreclosure Schedule and Plan of Collections, Dissemination Agent to request same from the Issuer.

May 1 90/91

If the Issuer has not provided the Dissemination Agent with Foreclosure Schedule and Plan of Collections, and if instructed by the Owners under Section 11.2 of the Indenture, Dissemination Agent requests that the Issuer commence foreclosure or provide plan for collection.

May 15 104/105

The designated lawyers or law firm will be preparing the formal foreclosure documents and will provide periodic updates to the Dissemination Agent for dissemination to those bondholders who have requested to be notified of collections progress. The goal for the foreclosure actions is a filing by no later than June 1 (day 121/122).

June 1 121/122

Foreclosure action to be filed with the court.

June 15 135/136

Issuer notifies Trustee and Dissemination Agent of foreclosure filing status in writing.
Dissemination Agent notifies Owners.

July 1 151/152

If Owners and Dissemination Agent have not been notified of a foreclosure action, Dissemination Agent will notify the Issuer that it is appropriate to file action.

A committee of not less than twenty-five percent (25%) of the Owners may request a meeting with the City Manager, Assistant City Manager or the Director of Finance to discuss the Issuer's actions in pursuing the repayment of any delinquencies. This would also occur after day 30 if it is apparent that a Reserve Fund draw is required. Further, if delinquencies exceed five percent (5%), Owners may also request a meeting with the Issuer at any time to discuss the Issuer's plan and progress on collection and foreclosure activity. If the Issuer is not diligently proceeding with the foreclosure process, the Owners may seek an action for mandamus or specific performance to direct the Issuer to pursue the collections of delinquent Annual Installments of Major Improvement Area Assessments.

**CITY OF KYLE, TEXAS,
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2022
(PLUM CREEK NORTH PUBLIC IMPROVEMENT DISTRICT
MAJOR IMPROVEMENT AREA PROJECT)**

CONTINUING DISCLOSURE AGREEMENT OF DEVELOPER

This Continuing Disclosure Agreement of Developer dated as of March 15, 2022 (this “Disclosure Agreement”) is executed and delivered by and among Lennar Homes of Texas Land and Construction, LTD. (the “Developer”), P3Works, LLC (the “Administrator”) and RBC Capital Markets, LLC, acting solely in its capacity as dissemination agent (the “Dissemination Agent”), with respect to the “City of Kyle, Texas, Special Assessment Revenue Bonds, Series 2022 (Plum Creek North Public Improvement District Major Improvement Area Project)” (the “Bonds”). The Developer, the Administrator, and the Dissemination Agent covenant and agree as follows:

SECTION 1. Purpose of the Disclosure Agreement. This Disclosure Agreement is being executed and delivered by the Developer, the Administrator and the Dissemination Agent for the benefit of the Owners (defined below) and beneficial owners of the Bonds. Unless and until a different filing location is designated by the MSRB (defined below) or the SEC (defined below), all filings made by the Dissemination Agent pursuant to this Disclosure Agreement shall be filed with the MSRB through EMMA (defined below).

SECTION 2. Definitions. In addition to the definitions set forth above and in the Indenture of Trust dated as of March 15, 2022 relating to the Bonds (the “Indenture”), which apply to any capitalized term used in this Disclosure Agreement, including the Exhibits hereto, unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

“Administrator” shall mean the Issuer or independent firm designated by the Issuer who shall have the responsibility provided in the Service and Assessment Plan, the Indenture, or any other agreement or document approved by the Issuer related to the duties and responsibilities of the administration of the District. The Issuer has selected P3Works, LLC as the current Administrator.

“Amenities” shall mean the amenities to be constructed by the Developer within the District, including, but not limited to, (i) the main amenity center, consisting of an adult pool, a kiddie pool or kiddie pool offset, a splash pad or similar water feature, a covered patio and seating area, a conditioned community building, playscapes and outdoor theater and (ii) the secondary major amenity center, consisting of a pool, covered patio and seating area, playscape and outdoor playground area.

“Annual Collection Costs” shall have the meaning assigned to such term in the Indenture.

“Annual Installment” shall have the meaning assigned to such term in the Indenture.

“Annual Service Plan Update” shall mean the annual review and update of the Service and Assessment Plan required by the PID Act and the Service and Assessment Plan.

“Business Day” shall mean any day other than a Saturday, Sunday or legal holiday in the State of Texas observed as such by the Dissemination Agent or the Trustee or any national holiday observed by the Trustee.

“Certification Letter” shall mean a certification letter provided by a Reporting Party pursuant to Section 3, in substantially the form attached as Exhibit D.

“Developer” shall mean, Lennar Homes of Texas Land and Construction, LTD., a Texas limited partnership, and each other Person, through assignment, who assumes the obligations, requirements or covenants to construct one or more of the Major Improvement Area Projects or the Amenities, and their designated successors and assigns.

“Developer Listed Events” shall mean any of the events listed in Section 4(a) of this Disclosure Agreement.

“Disclosure Agreement of Issuer” shall mean the Continuing Disclosure Agreement of Issuer dated as of March 15, 2022 executed and delivered by the Issuer, the Administrator and the Dissemination Agent.

“Dissemination Agent” shall mean RBC Capital Markets, LLC, or any successor Dissemination Agent designated in writing by the Issuer and which has filed with the Trustee a written acceptance of such designation.

“District” shall mean Plum Creek North Public Improvement District.

“EMMA” shall mean the Electronic Municipal Market Access System currently available on the internet at <http://emma.msrb.org>.

“Homebuilder(s)” shall mean any merchant homebuilder who enters into a Purchase Agreement with the Developer, and the affiliates and/or successors and assigns of such homebuilder under such Purchase Agreement.

“Issuer” shall mean the City of Kyle, Texas.

“Listed Events” shall mean any of the events listed in Section 4(a) and 4(b) of this Disclosure Agreement.

“Major Improvement Area” shall have the meaning assigned to such term in the Indenture

“Major Improvement Area Assessments” shall have the meaning assigned to such term in the Indenture.

“Major Improvement Area Projects” shall have the meaning assigned to such term in the Indenture.

“MSRB” shall mean the Municipal Securities Rulemaking Board or any other entity designated or authorized by the SEC to receive continuing disclosure reports pursuant to the Rule.

“Outstanding” shall have the meaning assigned to such term in the Indenture.

“Owner” shall mean the registered owner of any Bonds.

“Parcel” shall have the meaning assigned to such term in the Indenture.

“Participating Underwriter” shall mean FMSbonds, Inc. and its successors and assigns.

“Person” shall mean any legal person, including any individual, corporation, partnership, limited liability company, joint venture, association, joint-stock company, trust, unincorporated organization or government, or any agency or political subdivision thereof.

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

“Purchase Agreement” shall mean, with respect to lots or land within the Major Improvement Area, any purchase agreement between one or more Homebuilders and the Developer to purchase lots or to purchase land intended for single family residential use, including detached or attached single family homes or townhomes.

“Quarterly Ending Date” shall mean each March 31, June 30, September 30 and December 31, beginning June 30, 2022.

“Quarterly Filing Date” shall mean for each Quarterly Ending Date, the fifteenth calendar day of the second month following such Quarterly Ending Date being May 15, August 15, November 15, and February 15.

“Quarterly Information” shall have the meaning assigned to such term in Section 3 of this Disclosure Agreement.

“Quarterly Report” shall mean any Quarterly Report described in Section 3 of this Disclosure Agreement and substantially similar to that attached as Exhibit A hereto.

“Reporting Party” shall mean, collectively, the Developer and any Significant Homebuilder who has acknowledged and assumed reporting obligations in accordance with Section 5 of this Disclosure Agreement.

“Rule” shall mean Rule 15c2-12 adopted by the SEC under the Securities Exchange Act of 1934, as the same may be amended from time to time.

“SEC” shall mean the United States Securities and Exchange Commission.

“Service and Assessment Plan” shall have the meaning assigned to such term in the Indenture.

“Significant Homebuilder” shall mean a Homebuilder that then owns five percent (5%) or more of the single family residential lots within the Major Improvement Area.

“Significant Homebuilder Listed Events” shall mean any of the events listed in Section 4(b) of this Disclosure Agreement.

“Trustee” shall mean BOKF, NA, Houston, Austin, Texas, a national banking association duly organized and existing under the laws of the United States or any successor trustee pursuant to the Indenture.

SECTION 3. Quarterly Reports.

(a) The Developer and any Significant Homebuilder, with respect to its acquired real property, shall, at its cost and expense, provide, or cause to be provided, to the Administrator, not more than ten (10) days after each Quarterly Ending Date, beginning with June 30, 2022, the information required for the preparation of the Quarterly Report (with respect to each Reporting Party, the “Quarterly Information”). For the avoidance of doubt, (i) if the Developer elects, the Developer may, but shall not be obligated to, provide any Quarterly Information on behalf of any Significant Homebuilder and (ii) the Developer shall remain obligated with respect to any real property acquired by a Significant Homebuilder until an acknowledgment of assignment with respect to such real property is delivered in accordance with Section 5 of this Disclosure Agreement, at which time the Developer shall have no further obligation or liability for disclosures or other responsibilities under this Disclosure Agreement as to the property transferred.

(b) The Administrator shall (i) prepare each Quarterly Report with the Quarterly Information provided by each Reporting Party pursuant to subsection (a) above and (ii) provide to the Reporting Parties each Quarterly Report for review no later than twenty (20) days after each Quarterly Ending Date. Each Reporting Party shall review the Quarterly Report and, upon such review, shall promptly, but no later than thirty (30) days after each Quarterly Ending Date, provide to the Administrator the Certification Letter and authorize the Administrator to provide such Quarterly Report and Certification Letter to the Dissemination Agent pursuant to subsection (c) below. In all cases, each Reporting Party shall have the sole responsibility for the content, design and other elements comprising substantive contents of all of the Quarterly Information provided by such Reporting Party contained in the Quarterly Report. Notwithstanding anything to the contrary in this Disclosure Agreement, the Developer shall use commercially reasonable efforts to cause to be provided any information required by this Section 3 regarding and in the possession of a Homebuilder that is not a Significant Homebuilder. Without limiting the generality of the immediately preceding sentence, commercially reasonable efforts in such regard shall include, but not be limited to, ensuring that each Purchase Agreement that is executed with a Homebuilder after the date hereof contains a provision obligating the applicable Homebuilder to provide the Developer the information required by this Section 3 as and when required for the Developer to comply with its obligations hereunder.

(c) The Administrator shall provide to the Dissemination Agent, no later than thirty-five (35) days after each Quarterly Ending Date, the Quarterly Report containing the information described in this Section 3 and the Certification Letter(s) provided by each Reporting Party. The Dissemination Agent shall file the Quarterly Report and the Certification Letter(s) with the MSRB and provide a copy of such report to the Issuer and the Participating Underwriter within ten (10) days of the Dissemination

Agent's receipt thereof pursuant to this subsection 3(c); provided, however, that the Quarterly Report and the Certification Letter(s) must be submitted to the MSRB not later than each Quarterly Filing Date. In the event that any Reporting Party or the Administrator does not provide the information required by subsection (a) or (b) of this Section, as applicable, in a timely manner and, as a result, either an incomplete Quarterly Report is filed with the MSRB, or a Quarterly Report is not filed with the MSRB by each Quarterly Filing Date, the Dissemination Agent shall, upon written direction from the applicable Reporting Party file a notice of failure to provide Quarterly Information or failure to file a Quarterly Report with the MSRB in substantially the form attached as Exhibit B, as soon as practicable. If incomplete Quarterly Information is provided by any Reporting Party, the Dissemination Agent or any other Reporting Party who provided complete information shall not be responsible for the failure to submit a complete Quarterly Report to the MSRB. If each Reporting Party timely provides the required Quarterly Information to the Administrator as described in this Section 3, the failure of the Administrator to provide the information provided by each Reporting Party to the Dissemination Agent, or the failure of the Dissemination Agent to provide such information to the Participating Underwriter in a timely manner, shall not be deemed a default by the Reporting Parties under this Disclosure Agreement.

(d) Such Quarterly Report shall be in a form similar to that as attached in Exhibit A hereof and shall include:

(i) In a form similar to that as Table 3(d)(i) in Exhibit A attached hereto, the composition of the property within the Major Improvement Area subject to the Major Improvement Area Assessments, as of the Quarterly Ending Date, including:

- A. The number of Parcels;
- B. The cumulative number of acres of Parcels within each "Section" (as such term is defined in the limited offering memorandum for the Bonds) of the Major Improvement Area;
- C. The number of platted single family residential lots;
- D. The number of single family residential lots identified in the Service and Assessment Plan originally anticipated to be included in the Major Improvement Area; and
- E. An explanation as to any change to the number of lots within the Major Improvement Area from the number originally contemplated;

(ii) In a form similar to that as Table 3(d)(ii) in Exhibit A attached hereto, the landowner composition of the Major Improvement Area, including:

- A. The number of lots owned by the Developer, each Homebuilder, if any, and homeowners (end-users); and
- B. Based on the information in the Annual Service Plan Update most recently approved by the Issuer and as calculated by the Administrator, the percentage of Annual Installments of the Major Improvement Area Assessments relative to the total

Annual Installments of the Major Improvement Area Assessments for the Developer, each Homebuilder, if any, and homeowners (end-users), as of the Quarterly Ending Date;

(iii) In a form similar to that as Table 3(d)(iii) in Exhibit A attached hereto, for each Parcel within the Major Improvement Area, lot absorption statistics by lot type, on a quarter over quarter and cumulative total basis, as applicable, including:

A. The number of final platted single family lots (for which the approved plat has been recorded in the real property records) in the Major Improvement Area during the applicable quarter;

B. The number of single family lots in the Major Improvement Area owned by the Developer not closed or under contract with a Homebuilder, as of the Quarterly Ending Date, if applicable;

C. The number of single family lots in the Major Improvement Area owned by the Developer under contract (but not closed) with a Homebuilder, as of the Quarterly Ending Date, if applicable; and

D. The number of single family lots in the Major Improvement Area closed with a Homebuilder during the applicable quarter, if applicable;

(iv) In a form similar to that as Table 3(d)(iv) in Exhibit A attached hereto, for each Parcel within the Major Improvement Area, for the Developer and for each Homebuilder, if applicable, broken down by lot type, on a quarter over quarter and cumulative total basis, as applicable:

A. The number of homes under construction in the Major Improvement Area, as of the Quarterly Ending Date;

B. The number of completed homes not under contract with homeowners (end-users) in the Major Improvement Area, as of the Quarterly Ending Date;

C. The number of homes that became under contract with homeowners (end-users) in the Major Improvement Area during the applicable quarter;

D. The number of homes closed with (delivered to) homeowners (end-users) in the Major Improvement Area, as of the Quarterly Ending Date;

E. The average sales price of homes closed with homeowners (end-users) during the applicable quarter; and

F. The estimated date of completion of all homes to be constructed by the Developer or Homebuilder, as applicable;

(v) In a form similar to that as Table 3(d)(v) in Exhibit A attached hereto, materially adverse changes or determinations to permits/approvals for the development of the Major Improvement Area which necessitates changes to the land use plans of the Developer; and

(vi) In a form similar to that as Table 3(d)(vi) in Exhibit A attached hereto, information on any existing, new or modified mortgage debt on the land within the Major Improvement Area owned by the Developer, including the original principal amount, loan balance, existence of deeds of trust or other similar encumbrances against the property within the Major Improvement Area, interest rate and terms of repayment.

(e) In a form similar to that as Tables 3(e)(i)-(ii) in Exhibit A attached hereto, with respect to each category of the Major Improvement Area Projects and Amenities, the Developer shall provide or cause to be provided the following information to the Administrator for inclusion in each Quarterly Report:

(i) Construction budget and timeline for the Major Improvement Area Projects, including:

A. Total budgeted costs of all the Major Improvement Area Projects;

B. Total actual costs of the Major Improvement Area Projects drawn from the applicable account of the Project Fund (as defined in the Indenture), as of the Quarterly Ending Date;

C. Total actual costs of the Major Improvement Area Projects financed with other sources of funds (non-bond financed), as of the Quarterly Ending Date;

D. Actual or expected date of commencement of construction;

E. Forecast or actual construction completion date, and if there is a delay from the date previously reported, an explanation of the delay;

F. Actual acceptance date by the Issuer or other applicable entity, if accepted; and

G. Narrative update on construction milestones for the Major Improvement Area Projects since the date of the prior Quarterly Report; and

(ii) Construction budget and timeline for the Amenities, including:

A. Total budgeted costs of all Amenities;

B. Total actual costs of all Amenities, as of the Quarterly Ending Date;

C. Actual or expected date of commencement of construction;

D. Forecast or actual construction completion date, and if there is a delay from the date previously reported, an explanation of the delay;

E. Date of acceptance of such Amenity by the applicable entity, if accepted;
and

F. Narrative update on construction milestones for the Amenities since the date of the prior Quarterly Report.

SECTION 4. Event Reporting Obligations.

(a) Pursuant to the provisions of this Section 4, each of the following is a Developer Listed Event with respect to the Bonds:

(i) Failure to pay any real property taxes or the Major Improvement Area Assessments levied within the Major Improvement Area on a Parcel owned by the Developer; provided, however, that the exercise of any right of the Developer as a landowner within the Major Improvement Area to exercise legal and/or administrative procedures to dispute the amount or validity of all or any part of any real property taxes shall not be considered a Developer Listed Event under this Section 4(a) nor a breach or default of this Disclosure Agreement;

(ii) Material damage to or destruction of any development or improvements in the District, including the Major Improvement Area Projects and the Amenities;

(iii) Material default by the Developer or any of the Developer's affiliates on any loan with respect to the acquisition, development or permanent financing of the Major Improvement Area undertaken by the Developer or any of the Developer's affiliates;

(iv) Material default by the Developer or any of the Developer's affiliates on any loan secured by property within the Major Improvement Area owned by the Developer or any of the Developer's affiliates;

(v) The bankruptcy, insolvency or similar filing of the Developer or any of the Developer's affiliates or any determination that the Developer or any of the Developer's affiliates is unable to pay its debts as they become due;

(vi) The consummation of a merger, consolidation, or acquisition of the Developer, or the sale of all or substantially all of the assets of the Developer or any of the Developer's affiliates other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;

(vii) The filing of any lawsuit with a claim for damages, in excess of \$1,000,000 against the Developer or any of the Developer's affiliates that may adversely affect the completion of the development of the Major Improvement Area or litigation that may materially adversely affect the financial condition of the Developer or any of the Developer's affiliates;

(viii) Any change in the legal structure, chief executive officer or controlling ownership of the Developer; and

(ix) Any assignment and assumption of disclosure obligations under this Disclosure Agreement pursuant to Section 5 herein.

(b) Pursuant to the provisions of this Section 4, each of the following occurrences related to any Significant Homebuilder is a Significant Homebuilder Listed Event with respect to the Bonds:

(i) Failure to pay any real property taxes or the Major Improvement Area Assessments levied within the Major Improvement Area on a lot or Parcel owned by such Significant Homebuilder; provided, however, that the exercise of any right of such Significant Homebuilder as a landowner within the Major Improvement Area to exercise legal and/or administrative procedures to dispute the amount or validity of all or any part of any real property taxes shall not be considered a Significant Homebuilder Listed Event under this Section 4(b) nor a breach or default of this Disclosure Agreement;

(ii) The bankruptcy, insolvency or similar filing of such Significant Homebuilder or any determination that such Significant Homebuilder is unable to pay its debts as they become due;

(iii) The consummation of a merger, consolidation, or acquisition involving such Significant Homebuilder or the sale of all or substantially all of the assets of the Significant Homebuilder, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;

(iv) Any change in the type of legal entity, chief executive officer or controlling ownership of such Significant Homebuilder;

(v) Early termination of or material default by such Significant Homebuilder under a Purchase Agreement; and

(vi) Any assignment and assumption of disclosure obligations under this Disclosure Agreement pursuant to Section 5 herein.

(c) Whenever a Reporting Party obtains knowledge of the occurrence of a Listed Event applicable to such Reporting Party, such Reporting Party shall promptly, and not more than five (5) Business Days after such Reporting Party obtains such knowledge, notify the Administrator and the Dissemination Agent in writing and the Reporting Party shall direct the Dissemination Agent to file a notice of such occurrence with the MSRB, in the manner hereinafter described, and provide a copy of such notice to the Issuer, the Financial Advisor and the Participating Underwriter. Any such notice is required to be filed within ten (10) Business Days after the Reporting Party becomes aware of the occurrence of such Listed Event. If the Reporting Party timely notifies the Dissemination Agent of the occurrence of a Listed Event, as described in this Section 4, the failure of the Dissemination Agent to provide such notice to the Participating Underwriter in a timely manner shall not be deemed a default by such Reporting Party under this Disclosure Agreement.

Any notice under the preceding paragraph shall be accompanied with the text of the disclosure that the applicable Reporting Party desires to make, the written authorization of such Reporting Party

for the Dissemination Agent to disseminate such information as provided herein, and the date the Reporting Party desires for the Dissemination Agent to disseminate the information.

The Developer and each Significant Homebuilder, if any, shall only be responsible for reporting the occurrence of a Listed Event applicable to such Reporting Party and shall not be responsible for reporting the occurrence of a Listed Event applicable to any other Reporting Party, regardless of if such Reporting Party is providing Quarterly Information on behalf of any other Reporting Party.

In all cases, the applicable Reporting Party shall have the sole responsibility for the content, design and other elements comprising substantive contents of all disclosures. In addition, the applicable Reporting Party shall have the sole responsibility to ensure that any notice required to be filed with the MSRB under this Section 4 is actually filed within ten (10) Business Days after such Reporting Party becomes aware of the Listed Event applicable to such Reporting Party.

(d) The Dissemination Agent shall, promptly, and not more than five (5) Business Days after obtaining actual knowledge of the occurrence of any Listed Event, notify the Administrator and the applicable Reporting Party of such Listed Event. The Dissemination Agent shall not be required to file a notice of the occurrence of such Listed Event with the MSRB unless and until it receives written instructions from the applicable Reporting Party to do so. It is agreed and understood that the duty to make or cause to be made the disclosures herein is that of the Reporting Party and not that of the Trustee or the Dissemination Agent. It is agreed and understood that the Dissemination Agent has agreed to give the foregoing notice to the applicable Reporting Party as an accommodation to assist it in monitoring the occurrence of such event, but is under no obligation to investigate whether any such event has occurred. As used above, “actual knowledge” means the actual fact or statement of knowing, without a duty to make any investigation with respect thereto. In no event shall the Dissemination Agent be liable in damages or in tort to the Participating Underwriter, the Administrator, the Issuer, any Reporting Party or any Owner or beneficial owner of any interests in the Bonds as a result of its failure to give the foregoing notice or to give such notice in a timely fashion.

(e) If the Dissemination Agent has been notified in writing by a Reporting Party to report the occurrence of a Listed Event in accordance with subsections (c) or (d) of this Section 4, the Dissemination Agent shall file a notice of such occurrence with the MSRB promptly after its receipt of such written instructions from such Reporting Party; provided that all such notices must be filed no later than the date specified in subsection (c) of this Section 4 for such Listed Event.

SECTION 5. Assumption of Reporting Obligations by Significant Homebuilder.

(a) If a Homebuilder acquires ownership of real property in the Major Improvement Area resulting in such Homebuilder becoming a Significant Homebuilder, the Developer may (i) cause such Significant Homebuilder to comply with the Developer’s disclosure obligations under Sections 3(d)(iv) and (vi) and 4(b) hereof, with respect to such acquired real property until such party’s disclosure obligations terminate pursuant to Section 6 of this Disclosure Agreement or (ii) elect to provide any or all Quarterly Information on behalf of such Significant Homebuilder; provided, however, that if the Developer initially elects to provide any or all Quarterly Information on behalf of such Significant Homebuilder, the Developer may elect in the future to cause such Significant Homebuilder to comply with the Developer’s disclosure obligations, as described in (i) above.

(b) If the Developer elects to cause a Significant Homebuilder to comply with the Developer's disclosure obligations, as described in (i) above, the Developer shall deliver to the Dissemination Agent and the Administrator, a written acknowledgement from each Significant Homebuilder, in substantially the form attached as Exhibit E (the "Significant Homebuilder Acknowledgment"), acknowledging and assuming its obligations under this Disclosure Agreement. Pursuant to Section 4(a)(ix) above, the Developer shall direct the Dissemination Agent to file a copy of the Significant Homebuilder Acknowledgment with the MSRB, in accordance with Section 4(b) above, and provide a copy of such notice to the Issuer and the Participating Underwriter. Upon any such transfer to a Significant Homebuilder, and such Significant Homebuilder's delivery of written acknowledgement of assumption of the Developer's obligations under this Disclosure Agreement as to the property transferred, the Developer shall have no further obligation or liability for disclosures or other responsibilities under this Disclosure Agreement as to the property transferred or the obligations assigned. The Developer shall remain obligated with respect to any real property acquired by a Significant Homebuilder until an acknowledgment of assignment with respect to such real property is delivered to the Dissemination Agent, the Administrator and the MSRB, in accordance with this Section 5(b).

(c) Notwithstanding anything to the contrary elsewhere herein, after such transfer of ownership, the Developer shall not be liable for the acts or omissions of such Significant Homebuilder arising from or in connection with such disclosure obligations under this Disclosure Agreement. Additionally, for the avoidance of doubt, the Developer shall use commercially reasonable efforts to require that any Significant Homebuilder comply with obligations of this Section 5 with respect to any subsequent transfers by such Significant Homebuilder to any individual or entity meeting the definition of a "Significant Homebuilder" in the future, including the requirement, pursuant to Section 4(b)(vi) above, to direct the Dissemination Agent to file a copy of the Significant Homebuilder Acknowledgment with the MSRB, in accordance with Sections 4(c) and 4(e) above.

SECTION 6. Termination of Reporting Obligations.

(a) The reporting obligations of the Developer or any Significant Homebuilder under this Disclosure Agreement shall terminate upon, the earlier of (i) the date when none of the Bonds remain Outstanding, (ii) when the Developer or such Significant Homebuilder no longer owns five percent (5%) or more of the single family residential lots within the Major Improvement Area, as of each Quarterly Ending Date, or (iii) the Issuer's issuance of the certificate of occupancy for the last single family residential lot or Parcel owned by the Developer or such Significant Homebuilder, respectively.

(b) Upon receipt of written notice from a Reporting Party or the Dissemination Agent that the reporting obligations of a Reporting Party have terminated in accordance with subsection (a) of this Section 6, the Administrator shall provide written notice to the applicable Reporting Party, the Participating Underwriter and the Dissemination Agent in substantially the form attached as Exhibit C, thereby, terminating such Reporting Party's reporting obligations under this Disclosure Agreement (the "Termination Notice"). If such Termination Notice with respect to a Reporting Party occurs while any of the Bonds remain Outstanding, the Administrator shall immediately provide, or cause to be provided, the Termination Notice to the Dissemination Agent, and the Dissemination Agent shall provide such Termination Notice to the MSRB, the Issuer, the Trustee, the applicable Reporting Party and the Participating Underwriter on or before the next succeeding Quarterly Filing Date.

(c) The obligations of the Administrator and the Dissemination Agent under this Disclosure Agreement shall terminate upon, the earlier of (i) the date when none of the Bonds remain Outstanding, or (ii) termination of all Reporting Parties' reporting obligations in accordance with subsection (a) of this Section 6 and any Termination Notice required by subsection (b) of this Section 6 has been provided to the MSRB, the Issuer, the Trustee, the Dissemination Agent, the Reporting Parties, and the Participating Underwriter, as applicable.

SECTION 7. Dissemination Agent. The initial Dissemination Agent appointed hereunder shall be RBC Capital Markets, LLC. The Issuer may, from time to time, appoint or engage a successor Dissemination Agent to assist the Reporting Parties in carrying out their obligations under this Disclosure Agreement and may discharge such Dissemination Agent, with or without appointing a successor Dissemination Agent. If at any time there is not any other designated Dissemination Agent, the Issuer shall be the Dissemination Agent. Pursuant to the Disclosure Agreement of Issuer, the Issuer has agreed to provide written notice to each then-existing Reporting Party of any change in the identity of the Dissemination Agent.

SECTION 8. Amendment; Waiver. Notwithstanding any other provisions of this Disclosure Agreement, the Developer, the Administrator and the Dissemination Agent may jointly amend this Disclosure Agreement (and the Dissemination Agent shall not unreasonably withhold its consent to any amendment so requested by the Developer or Administrator), and any provision of this Disclosure Agreement may be waived, provided that the following conditions are satisfied:

(a) If the amendment or waiver relates to the provisions of Sections 3 or 4, it may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature or status of a Reporting Party, or the type of business conducted; and

(b) The amendment or waiver either (i) is approved by the Owners of the Bonds in the same manner as provided in the Indenture for amendments to the Indenture with the consent of Owners, or (ii) does not, in the opinion of nationally recognized bond counsel, impair the interests of the Owners or beneficial owners of the Bonds.

(c) In the event of any amendment or waiver of a provision of this Disclosure Agreement, the Administrator shall describe such amendment in the next related Quarterly Report, and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver and its impact on the type of financial information or operating data being presented by the Reporting Parties. The Developer shall provide, or cause to be provided, at its cost and expense, an executed copy of any amendment or waiver entered into under this Section 8 to the Issuer, the Administrator, the Dissemination Agent and the Participating Underwriter.

SECTION 9. Additional Information. Nothing in this Disclosure Agreement shall be deemed to prevent any Reporting Party from disseminating any other information, using the means of dissemination set forth in this Disclosure Agreement or any other means of communication, or including any other information in addition to that which is required by this Disclosure Agreement. If any Reporting Party chooses to include any information in any Quarterly Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure

Agreement, no Reporting Party shall have an obligation under this Disclosure Agreement to update such information or include it in any future Quarterly Report or notice of occurrence of a Listed Event.

SECTION 10. Content of Disclosures. In all cases, the applicable Reporting Party shall have the sole responsibility for the content, design and other elements comprising substantive contents of all disclosures, whether provided under Section 3, 4 or 9 of this Disclosure Agreement.

SECTION 11. Default. In the event of a failure of a Reporting Party, Dissemination Agent or Administrator to comply with any provision of this Disclosure Agreement, any Owner or beneficial owner of the Bonds may, and the Trustee (at the request of any Participating Underwriter or the Owners of at least twenty-five percent (25%) aggregate principal amount of Outstanding Bonds and upon being indemnified to its satisfaction) shall, take such actions as may be necessary and appropriate to cause the Reporting Party, Dissemination Agent and/or Administrator to comply with its obligations under this Disclosure Agreement. A default under this Disclosure Agreement shall not be deemed an Event of Default under the Indenture with respect to the Bonds, and the sole remedy under this Disclosure Agreement in the event of any failure of the Developer, Dissemination Agent or Administrator to comply with this Disclosure Agreement shall be an action to mandamus or specific performance. A default under this Disclosure Agreement by a Reporting Party, the Dissemination Agent or the Administrator shall not be deemed a default under the Disclosure Agreement of Issuer, and a default under the Disclosure Agreement of Issuer shall not be deemed a default under this Disclosure Agreement. Furthermore, a default under this Disclosure Agreement by any Reporting Party shall not be deemed a default under this Disclosure Agreement by any other Reporting Party, and no Reporting Party shall have any obligation to take any action to mitigate or cure the default of any other Reporting Party.

SECTION 12. Duties, Immunities and Liabilities of Dissemination Agent and Administrator.

(a) The Dissemination Agent shall not have any duty with respect to the content of any disclosures made pursuant to the terms hereof. The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Agreement, and no implied covenants shall be read into this Disclosure Agreement with respect to the Dissemination Agent. The Developer agrees to hold harmless the Dissemination Agent, its officers, directors, employees and agents against any loss, expense and liabilities which it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including reasonable attorneys' fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's breach, negligence or willful misconduct. The obligations of the Developer under this Section shall survive resignation or removal of the Dissemination Agent and payment in full of the Bonds. Nothing in this Disclosure Agreement shall be construed to mean or to imply that the Dissemination Agent is an "obligated person" under the Rule. The Dissemination Agent is not acting in a fiduciary capacity in connection with the performance of its respective obligations hereunder. The Dissemination Agent shall not in any event incur any liability with respect to (i) any action taken or omitted to be taken in good faith upon advice of legal counsel given with respect to any question relating to duties and responsibilities of the Dissemination Agent hereunder, or (ii) any action taken or omitted to be taken in reliance upon any document delivered to the Dissemination Agent and believed to be genuine and to have been signed or presented by the proper party or parties.

(b) Except as otherwise provided herein, the Administrator shall not have any duty with respect to the content of any disclosures made pursuant to the terms hereof. The Administrator shall have only such duties as are specifically set forth in this Disclosure Agreement, and no implied covenants shall be read into this Disclosure Agreement with respect to the Administrator. The Developer agrees to hold harmless the Administrator, its officers, directors, employees and agents against any loss, expense and liabilities which it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including reasonable attorneys' fees) of defending against any claim of liability, but excluding liabilities due to the Administrator's breach, negligence or willful misconduct. The obligations of the Developer under this Section shall survive resignation or removal of the Administrator and payment in full of the Bonds. Nothing in this Disclosure Agreement shall be construed to mean or to imply that the Administrator is an "obligated person" under the Rule. The Administrator is not acting in a fiduciary capacity in connection with the performance of its respective obligations hereunder. The Administrator shall not in any event incur any liability with respect to (i) any action taken or omitted to be taken in good faith upon advice of legal counsel given with respect to any question relating to duties and responsibilities of the Administrator hereunder, or (ii) any action taken or omitted to be taken in reliance upon any document delivered to the Administrator and believed to be genuine and to have been signed or presented by the proper party or parties.

(c) The Dissemination Agent or the Administrator may, from time to time, consult with legal counsel of its own choosing in the event of any disagreement or controversy, or question or doubt as to the construction of any of the provisions hereof or their respective duties hereunder, and the Dissemination Agent and Administrator shall not incur any liability and shall be fully protected in acting in good faith upon the advice of such legal counsel.

(d) UNDER NO CIRCUMSTANCES SHALL THE DISSEMINATION AGENT, THE ADMINISTRATOR, THE DEVELOPER OR ANY SIGNIFICANT HOMEBUILDER BE LIABLE TO THE OWNER OR BENEFICIAL OWNER OF ANY BOND OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY ANY PARTY TO THIS DISCLOSURE AGREEMENT OR A SIGNIFICANT HOMEBUILDER, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS DISCLOSURE AGREEMENT, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE. THE DISSEMINATION AGENT AND THE ADMINISTRATOR ARE UNDER NO OBLIGATION NOR ARE THEY REQUIRED TO BRING SUCH AN ACTION.

SECTION 13. No Personal Liability. No covenant, stipulation, obligation or agreement of a Reporting Party, the Administrator or the Dissemination Agent contained in this Disclosure Agreement shall be deemed to be a covenant, stipulation, obligation or agreement of any present or future officer, agent or employee of the Reporting Party, the Administrator or Dissemination Agent in other than that person's official capacity.

SECTION 14. Severability. In case any section or provision of this Disclosure Agreement, or any covenant, stipulation, obligation, agreement, act or action, or part thereof made, assumed, entered into, or taken thereunder or any application thereof, is for any reasons held to be illegal or invalid, such illegality or invalidity shall not affect the remainder thereof or any other section or

provision thereof or any other covenant, stipulation, obligation, agreement, act or action, or part thereof made, assumed, entered into, or taken thereunder (except to the extent that such remainder or section or provision or other covenant, stipulation, obligation, agreement, act or action, or part thereof is wholly dependent for its operation on the provision determined to be invalid), which shall be construed and enforced as if such illegal or invalid portion were not contained therein, nor shall such illegality or invalidity of any application thereof affect any legal and valid application thereof, and each such section, provision, covenant, stipulation, obligation, agreement, act or action, or part thereof shall be deemed to be effective, operative, made, entered into or taken in the manner and to the full extent permitted by law.

SECTION 15. Beneficiaries. This Disclosure Agreement shall inure solely to the benefit of the Reporting Parties, the Administrator, the Dissemination Agent, the Issuer, the Participating Underwriter, and the Owners and the beneficial owners from time to time of the Bonds, and shall create no rights in any other person or entity. Nothing in this Disclosure Agreement is intended or shall act to disclaim, waive or otherwise limit the duties of the Issuer under federal and state securities laws.

SECTION 16. Dissemination Agent Compensation. The fees and expenses incurred by the Dissemination Agent for its services rendered in accordance with this Disclosure Agreement constitute Annual Collection Costs and will be included in the Annual Installments as provided in the Annual Service Plan Update. The Issuer shall pay or reimburse the Dissemination Agent, but only with funds to be provided from the Annual Collection Costs component of the Annual Installments collected from the property owners in the Major Improvement Area, for the fees and expenses for its services rendered in accordance with this Disclosure Agreement.

SECTION 17. Administrator Compensation. The fees and expenses incurred by the Administrator for its services rendered in accordance with this Disclosure Agreement constitute Annual Collection Costs and will be included in the Annual Installments as provided in the Annual Service Plan Update. The Administrator has entered into a separate agreement with the Issuer, which agreement governs the administration of the District, including the payment of the fees and expenses of the Administrator for its services rendered in accordance with this Disclosure Agreement.

SECTION 18. Governing Law. This Disclosure Agreement shall be governed by the laws of the State of Texas.

SECTION 19. Counterparts. This Disclosure Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

[Signature pages follow.]

RBC CAPITAL MARKETS, LLC
(as Dissemination Agent)

By: _____
Authorized Officer

SIGNATURE PAGE OF CONTINUING DISCLOSURE AGREEMENT OF DEVELOPER
(PLUM CREEK NORTH PUBLIC IMPROVEMENT DISTRICT MAJOR IMPROVEMENT AREA)

S-1

Item # 24

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: _____

Its: _____

P3WORKS, LLC
(as Administrator)

By: _____
Title: _____

SIGNATURE PAGE OF CONTINUING DISCLOSURE AGREEMENT OF DEVELOPER
(PLUM CREEK NORTH PUBLIC IMPROVEMENT DISTRICT MAJOR IMPROVEMENT AREA)

EXHIBIT A

**CITY OF KYLE, TEXAS,
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2022
(PLUM CREEK NORTH PUBLIC IMPROVEMENT DISTRICT
MAJOR IMPROVEMENT AREA PROJECT)**

QUARTERLY REPORT
[INSERT QUARTERLY ENDING DATE]

Delivery Date: _____, 20__

CUSIP Numbers: [Insert CUSIP Numbers]

DISSEMINATION AGENT

Name: RBC Capital Markets, LLC

Address: _____

City: _____

Telephone: _____

Contact Person: _____

[Remainder of page intentionally left blank]

TABLE 3(d)(i)

MAJOR IMPROVEMENT AREA (PHASE 2-3, 2-4 AND 2-5) OVERVIEW (as of <i>[Insert Quarterly Ending Date]</i>)								
NUMBER OF PARCELS, ACREAGE OF SUCH PARCELS AND NUMBER OF PLATTED SINGLE FAMILY LOTS IN THE MAJOR IMPROVEMENT AREA SUBJECT TO MAJOR IMPROVEMENT AREA ASSESSMENTS:								
	Section 2-3		Section 2-4		Section 2-5		Original Estimated Number of Lots	Explanation as to any Change in Lots from the Number Originally Contemplated in the Service and Assessment Plan
Total Parcels/Acres							-	-
Platted Single Family Lots by Lot Type	-		-		-		-	-
35' Lot								
43' Lot								
50' Lot								
55' Lot								
[Future SF] ⁽¹⁾								
<i>Total SF Lots:</i>								

⁽¹⁾ Future SF only to be included if additional lot types are added in the Major Improvement Area.

TABLE 3(d)(ii)

LANDOWNER COMPOSITION (as of <i>[Insert Quarterly Ending Date]</i>) OF THE MAJOR IMPROVEMENT AREA		
Landowner Composition	Number of Lots Owned	% of Annual Installments of Major Improvement Area Assessments ⁽¹⁾
Developer Owned		
Homebuilder Owned⁽²⁾		
[_____]		
[_____]		
[_____]		
<i>Total Homebuilder Owned:</i>		
Homeowner (End-User) Owned⁽³⁾		
<i>Total Major Improvement Area :</i>		

⁽¹⁾ Derived from information in the Assessment Roll approved by the Issuer on _____, 20__ as part of the Annual Service Plan Update. Does not take into consideration any prepayments of the Major Improvement Area Assessments made between the date of such Annual Service Plan Update and the date of this Quarterly Report.

⁽²⁾ Add lines for each Homebuilder, if applicable.

⁽³⁾ Information for homeowner (end-user) owned is reported as the total aggregate amount for all homeowners within the Major Improvement Area.

FOR EACH PARCEL DESIGNATED AS SINGLE FAMILY RESIDENTIAL:

TABLE 3(d)(iii)

LOT ABSORPTION STATISTICS FOR SINGLE FAMILY RESIDENTIAL IN MAJOR IMPROVEMENT AREA ⁽¹⁾											
	Q__ 20__	Q__ 20__	Q__ 20__	Q__ 20__	Q__ 20__	Q__ 20__	Q__ 20__	Q__ 20__	Q__ 20__	Q__ 20__	TOTAL
# of platted SF lots: <ul style="list-style-type: none"> • 35' • 43' • 50' • 55' TOTAL											
# of SF lots not under contract with Homebuilders: <ul style="list-style-type: none"> • 35' • 43' • 50' • 55' TOTAL											N/A
# of SF lots under contract (but not closed) with Homebuilders: <ul style="list-style-type: none"> • [Homebuilder] <ul style="list-style-type: none"> ○ 35' ○ 43' ○ 50' ○ 55' Subtotal											N/A
<ul style="list-style-type: none"> • [Homebuilder] <ul style="list-style-type: none"> ○ 35' ○ 43' ○ 50' ○ 55' Subtotal											N/A
# of SF lots closed with Homebuilders: <ul style="list-style-type: none"> • [Homebuilder] <ul style="list-style-type: none"> ○ 35' ○ 43' ○ 50' ○ 55' Subtotal											
<ul style="list-style-type: none"> • [Homebuilder] <ul style="list-style-type: none"> ○ 35' ○ 43' ○ 50' ○ 55' Subtotal											
TOTAL											

⁽¹⁾ Add information for each Homebuilder and add rows if additional lot types are added in the Major Improvement Area

OR

[The Developer is the only homebuilder within the Major Improvement Area and, therefore, this table is not currently applicable.]

TABLE 3(d)(iv)

[Homebuilder] ABSORPTION STATISTICS FOR SINGLE FAMILY RESIDENTIAL LOTS IN THE MAJOR IMPROVEMENT AREA ⁽¹⁾								
	Q__ 20__	Q__ 20__	Q__ 20__	Q__ 20__	Q__ 20__	Q__ 20__	Q__ 20__	TOTAL
# of SF homes under construction: <ul style="list-style-type: none"> • 35' • 43' • 50' • 55' Total								N/A
# of completed SF homes NOT under contract with end-user: <ul style="list-style-type: none"> • 35' • 43' • 50' • 55' Total								N/A
# of SF homes under contract with end-user: <ul style="list-style-type: none"> • 35' • 43' • 50' • 55' Total								N/A
# of SF homes closed on (delivered to) end-users: <ul style="list-style-type: none"> • 35' • 43' • 50' • 55' Total								
Average sales price of homes delivered to end-users: <ul style="list-style-type: none"> • 35' • 43' • 50' • 55' Average								

⁽¹⁾ Additional tables to be added for each Homebuilder, if applicable. Add rows if additional lot types are added in the Major Improvement Area.

The estimated date of completion of all homes to be constructed by [the Developer] is _____, ____.

[The estimated date of completion of all homes to be constructed by [Homebuilder] is _____, ____.]

[Remainder of page intentionally left blank]

STATUS OF DEVELOPMENT:

TABLE 3(d)(v)

PERMITS/APPROVALS	
Change or Determination to Permit/Approval	Description of the Change to the Land Use Plan

TABLE 3(d)(vi)

INFORMATION ON EXISTING, NEW OR MODIFIED MORTGAGE DEBT						
Borrower	Lender	Amount	Loan Balance	Existence of Deeds of Trust	Interest Rate	Terms

STATUS OF MAJOR IMPROVEMENT AREA PROJECTS AND AMENITIES:

TABLE 3(e)(i)

MAJOR IMPROVEMENT AREA PROJECTS BUDGET AND TIMELINE OVERVIEW						
Major Improvement Area Projects	Budgeted Costs	Actual Costs Draw From the applicable Account of the Project Fund as of <i>[Insert Quarterly Ending Date]</i>	Actual Costs financed with sources other than Bond proceeds as of <i>[Insert Quarterly Ending Date]</i>	Actual/Expected Construction Commencement Date	Forecast or Actual Completion Date	Actual Acceptance Date
<ul style="list-style-type: none"> Water Wastewater Detention Clearing & Erosion Control 	\$ _____ \$ _____ \$ _____ \$ _____	\$ _____ \$ _____ \$ _____ \$ _____	\$ _____ \$ _____ \$ _____ \$ _____	_____ _____ _____ _____	_____ _____ _____ _____	_____ _____ _____ _____

If there is a delay in the expected completion date for any Major Improvement Area Project from that previously reported, an explanation of such delay:

Narrative update on construction milestones for the Major Improvement Area Projects since last Quarterly Report:

TABLE 3(e)(ii)

AMENITIES BUDGET AND TIMELINE OVERVIEW					
Type of Amenity	Budgeted Costs	Actual Costs as of [Insert Quarterly Ending Date]	Actual/Expected Construction Commencement Date	Forecast Completion Date	Actual Acceptance Date
•	\$ _____	\$ _____	_____	_____	_____
•	\$ _____	\$ _____	_____	_____	_____

If there is a delay in the expected completion date for any Amenity from that previously reported, an explanation of such delay:

Narrative update on construction milestones for the Amenities since last Quarterly Report:

EXHIBIT B

**NOTICE TO MSRB OF FAILURE TO
[PROVIDE QUARTERLY INFORMATION][FILE QUARTERLY REPORT]**

[DATE]

Name of Issuer: City of Kyle, Texas
Name of Bond Issue: Special Assessment Revenue Bonds, Series 2022 (Plum Creek North
Public Improvement District Major Improvement Area Project) (the
“Bonds”)
CUSIP Nos. [insert CUSIP Nos.]
Date of Delivery: _____, 20__

NOTICE IS HEREBY GIVEN that _____, a
_____ (the [“Developer”] [“Significant Homebuilder”]) has not provided the
[Quarterly Information][Quarterly Report] for the period ending on [*Insert Quarterly Ending
Date*] with respect to the Bonds as required by the Continuing Disclosure Agreement of
Developer dated as of March 15, 2022 by and among Lennar Homes of Texas Land and
Construction, LTD. (the “Developer”), P3Works, LLC (the “Administrator”) and RBC Capital
Markets, LLC (the “Dissemination Agent”). [Developer] [Significant Homebuilder] anticipates
that the [Quarterly Information][Quarterly Report] will be [provided][filed] by
_____.

Dated: _____

RBC CAPITAL MARKETS, LLC,
on behalf of the [Developer] [Significant
Homebuilder]
(as Dissemination Agent)

By: _____

Title: _____

cc: City of Kyle, Texas

EXHIBIT C

TERMINATION NOTICE

[DATE]

Name of Issuer: City of Kyle, Texas
Name of Bond Issue: Special Assessment Revenue Bonds, Series 2022 (Plum Creek North Public Improvement District Major Improvement Area Project) (the “Bonds”)

CUSIP Nos. [insert CUSIP Nos.]

Date of Delivery: _____, 20__

FMSbonds, Inc.
5 Cowboys Way, Suite 300-25
Frisco, Texas 75034

Lennar Homes of Texas Land and Construction, LTD.
12401 Research Blvd, Building 1 Ste. 300
Austin, Texas 78759

RBC Capital Markets, LLC
609 Main Street, Suite 3600
Houston, Texas 77002

[Insert Significant Homebuilder
Contact Information]

NOTICE IS HEREBY GIVEN that _____, a _____ (the [“Developer”] [“Significant Homebuilder”]) is no longer responsible for providing [any Quarterly Information][the Quarterly Report] with respect to the Bonds, thereby, terminating such party’s reporting obligations under the Continuing Disclosure Agreement of Developer dated as of March 15, 2022 by and among Lennar Homes of Texas Land and Construction, LTD. (the “Developer”), P3Works, LLC (the “Administrator”) and RBC Capital Markets, LLC (the “Dissemination Agent”).

Dated: _____

P3Works, LLC,
on behalf of the [Developer] [Significant
Homebuilder]
(as Administrator)

By: _____

Title: _____

EXHIBIT D
CERTIFICATION LETTER

[DATE]

Name of Issuer: City of Kyle, Texas
Name of Bond Issue: Special Assessment Revenue Bonds, Series 2022 (Plum Creek North
Public Improvement District Major Improvement Area Project)
CUSIP Nos. [insert CUSIP Nos.]
Quarterly Ending Date: _____, 20__

Re: Quarterly Report for Plum Creek North Public Improvement District

To whom it may concern:

Pursuant to the Continuing Disclosure Agreement of Developer dated as of March 15, 2022 by and among Lennar Homes of Texas Land and Construction, LTD. (the “Developer”), P3Works, LLC (the “Administrator”) and RBC Capital Markets, LLC (the “Dissemination Agent”), this letter constitutes the certificate stating that the Quarterly Information, provided by [Developer] [_____, as a “Significant Homebuilder”], contained in this Quarterly Report herein submitted by the Administrator, on behalf of the [Developer] [Significant Homebuilder], constitutes the [portion of the] Quarterly Report required to be furnished by [Developer] [Significant Homebuilder]. Any and all Quarterly Information, provided by the [Developer] [Significant Homebuilder], contained in this Quarterly Report for the three month period ending on [*Insert Quarterly Ending Date*], to the best of my knowledge, is true and correct, as of [insert date].

Please do not hesitate to contact our office if you have and questions or comments.

**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: _____
Its: _____

OR

[SIGNIFICANT HOMEBUILDER
(as Significant Homebuilder)
By: _____
Title: _____]

EXHIBIT E

**FORM OF ACKNOWLEDGEMENT OF ASSIGNMENT
OF SIGNIFICANT HOMEBUILDER REPORTING OBLIGATIONS**

[DATE]

RBC Capital Markets, LLC
609 Main Street, Suite 3600
Houston, Texas 77002

P3Works, LLC
3901 S. Lamar Blvd., Suite 440
Austin, Texas 78704

**Re: Plum Creek North Public Improvement District Major Improvement Area Project –
Continuing Disclosure Obligation**

Dear _____,

As of _____, 20__, you own ____ single family residential lots within the Major Improvement Area of the Plum Creek North Public Improvement District (the “District”), which is equal to approximately ____% of the single family residential lots within the Major Improvement Area of the District. Pursuant to Section 2 of the Continuing Disclosure Agreement of the Developer (the “Disclosure Agreement”) dated as of March 15, 2022 by and among, Lennar Homes of Texas Land and Construction, LTD. (the “Developer”), P3Works, LLC (the “Administrator”) and RBC Capital Markets, LLC (the “Dissemination Agent”), with respect to the “Special Assessment Revenue Bonds, Series 2022 (Plum Creek North Public Improvement District Project)” any entity that owns five percent (5%) or more of the single family residential lots within the Major Improvement Area is defined as a Significant Homebuilder.

As a Significant Homebuilder, pursuant to Section 5 of the Disclosure Agreement, you acknowledge and assume the reporting obligations under Sections 3(d)(iv), 3(d)(vi) and 4(b) of the Disclosure Agreement for the property which is owned as detailed in the Disclosure Agreement, which is included herewith.

Sincerely,

**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: _____
Its: _____

Acknowledged by:

[INSERT SIGNIFICANT HOMEBUILDER NAME]

By: _____
Title: _____
Address: _____

Phone Number: _____

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

(c) Notwithstanding any provision in this Agreement to the contrary, if the performance of any covenant or obligation to be performed hereunder by any Party is delayed as a result of circumstances which are beyond the reasonable control of such Party (which circumstances may include, without limitation, pending litigation, acts of God, war, acts of civil disobedience, widespread pestilence, fire or other casualty, shortage of materials, adverse weather conditions such as, by way of illustration and not limitation, severe rain storms or tornadoes, labor action, strikes, changes in the law affecting the obligations of the Parties hereunder, or similar acts), the time for such performance shall be extended by the amount of time of the delay directly caused by and relating to such uncontrolled circumstances. The Party claiming delay of performance as a result of any of the foregoing Force Majeure events shall deliver written notice of the commencement of any such delay resulting from such Force Majeure event not later than seven (7) days after the claiming Party becomes aware of the same, and if the claiming Party fails to so notify the other Party of the occurrence of a “**Force Majeure**” event causing such delay, the claiming Party shall not be entitled to avail itself of the provisions for the extension of performance contained in this Article.

Section 8.01. Notices

If to City: City of Kyle
Attn: City Manager
100 W. Center Street
Kyle, Texas 78640

Item # 24

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: Travis Mitchell
Title: Mayor

SIGNATURE PAGE TO PLUM CREEK NORTH PID FINANCING AGREEMENT

11.16.21

OWNER:

**Lennar Homes of Texas Land and
Construction, Ltd.**
a Texas limited partnership

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

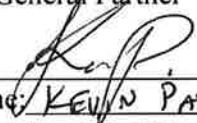
By: 
Name: KEVIN PATE
Title: AUTHORIZED AGENT

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,

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

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FN1626R2(en)
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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)

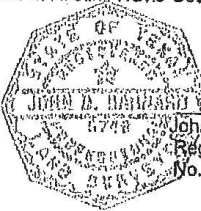
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THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS
COUNTY OF TRAVIS §

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
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 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 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 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 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 983.99 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 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°48'28" 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 889.97 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. 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 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 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 896.92 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.

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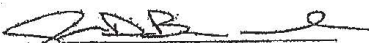
THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS
COUNTY OF TRAVIS §

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

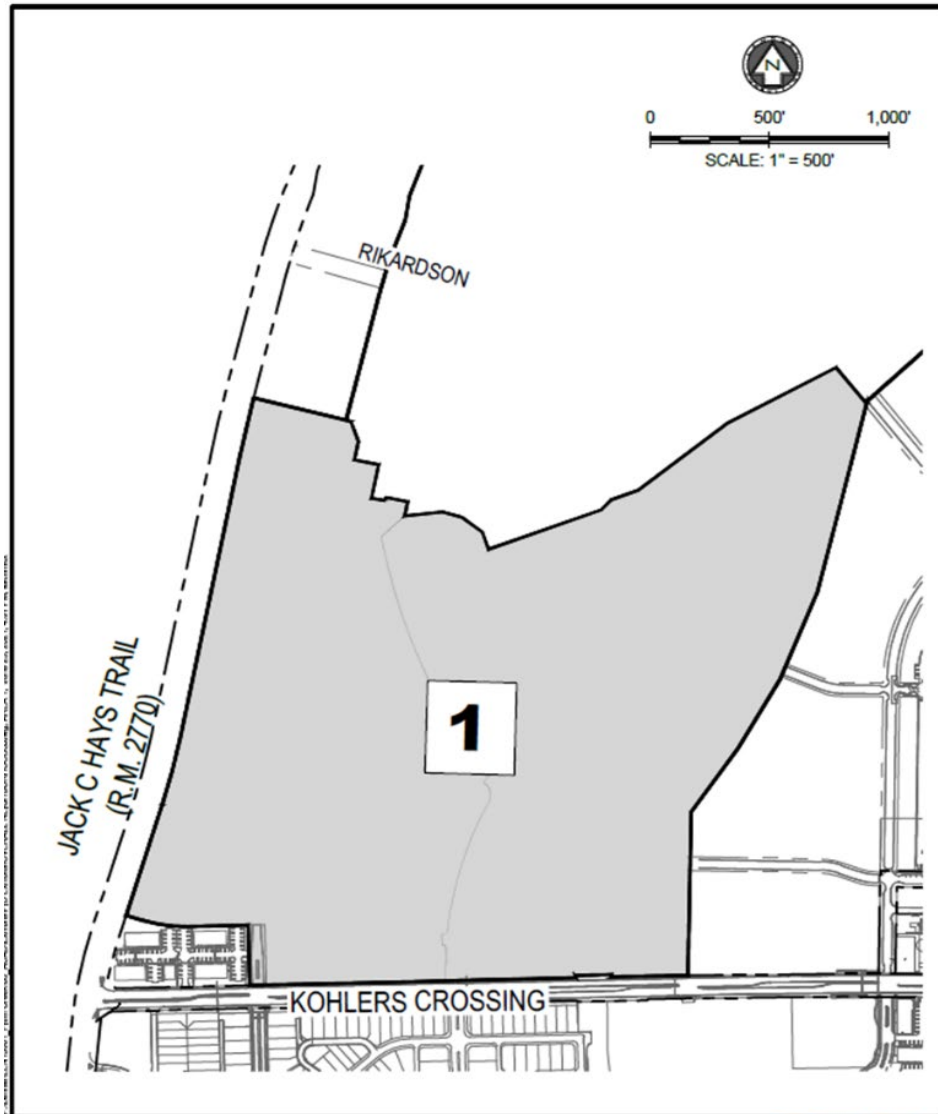



John D. Barnard
Registered Professional Land Surveyor
No. 5749 - State of Texas

Bowman Consulting | 3101 Bee Cave Road, Suite 100 | Austin, TX 78746 | P: 512.327.1180
TBPE Firm No. 14309 | TBPLS Firm No. 101206-00

Exhibit "B-1"

IMPROVEMENT AREA #1



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

LDC
TRIPLE NO. 10304 - TRIPLE NO. 10305
5508 HIGHWAY 290 WEST, SUITE 100
AUSTIN, TX 78738 512.479.8896
LDCTEAM.COM

Exhibit “B-2”

IMPROVEMENT AREA #2

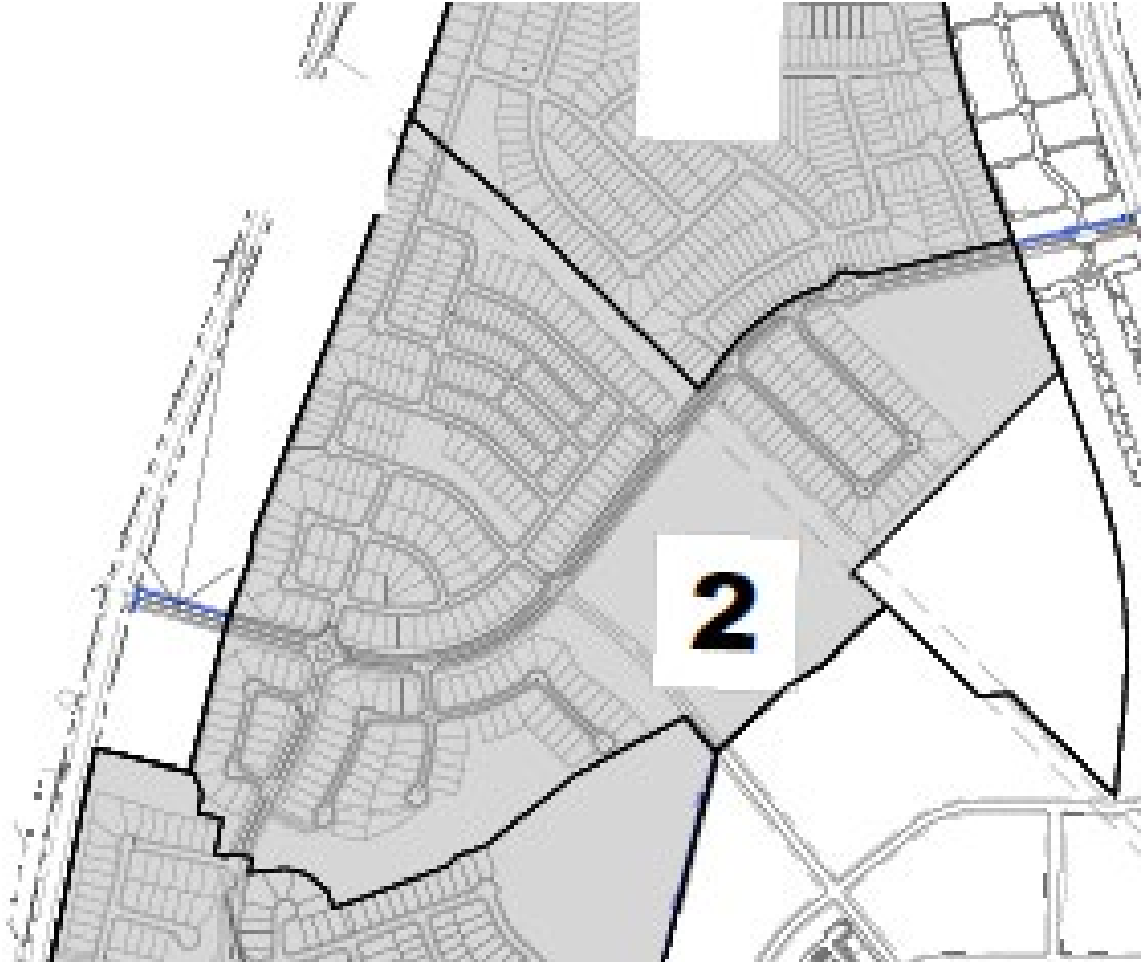


Exhibit “B-3”

IMPROVEMENT AREA #3

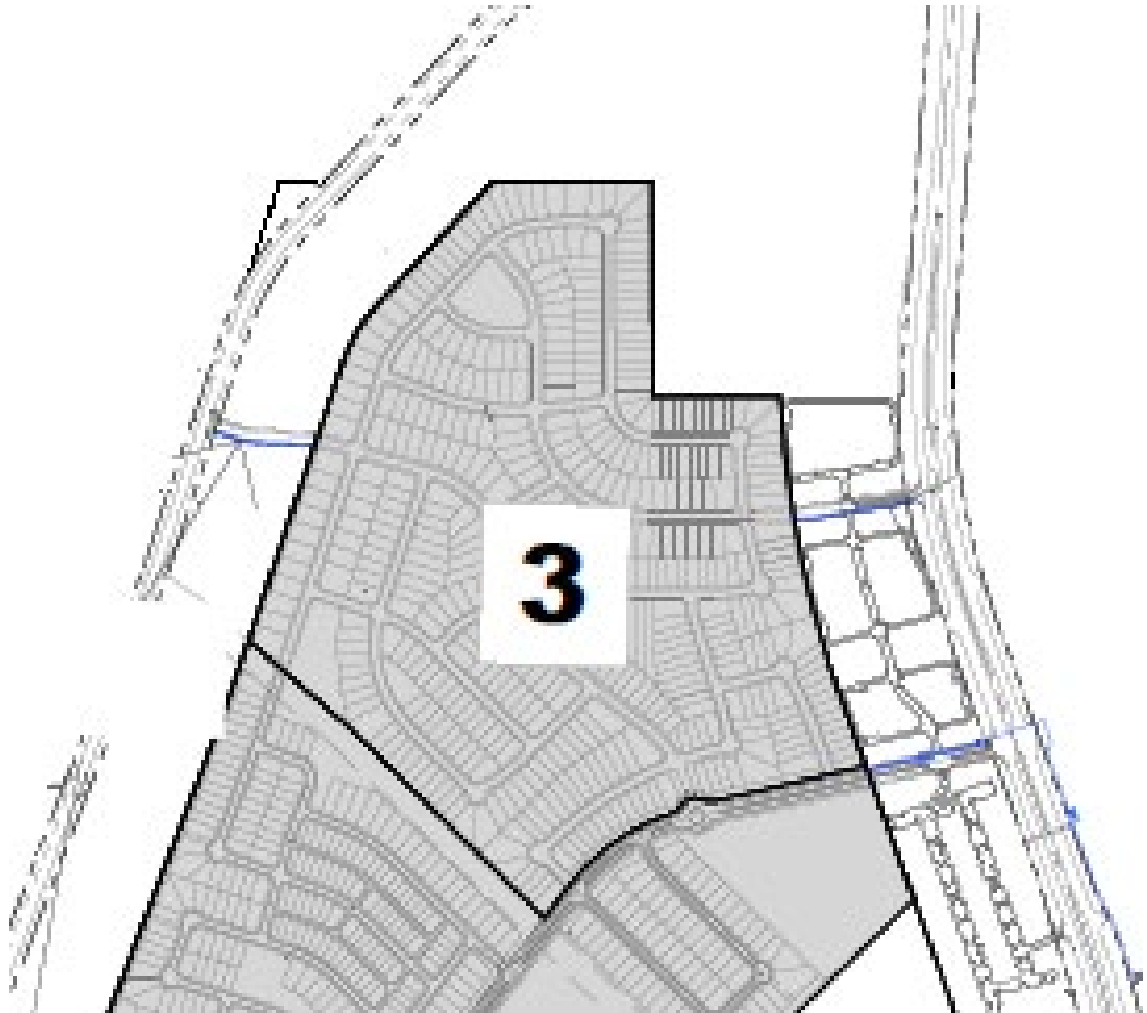


Exhibit “C”

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.

FIRST AMENDMENT TO PLUM CREEK NORTH PUBLIC IMPROVEMENT
DISTRICT FINANCING AND REIMBURSEMENT AGREEMENT

THIS AMENDMENT TO THE PLUM CREEK NORTH PUBLIC IMPROVEMENT DISTRICT FINANCING AND REIMBURSEMENT AGREEMENT (this "Amendment") is entered into effective as of the ____ day of _____, 2022 (the "Effective Date"), is entered into between Lennar Homes of Texas Land and Construction, Ltd., a Texas limited partnership (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**".

RECITALS

WHEREAS, City and Owner are parties to that certain Plum Creek North Public Improvement District Financing and Reimbursement Agreement, dated as of November 16, 2021 (as amended, the "Financing Agreement"); and

WHEREAS, City and Owner desire to amend the Financing Agreement upon the terms and conditions set forth herein;

NOW THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City and Owner hereby agree as follows:

1. Prerequisite to Draws. The following is hereby added at the beginning of Section 4.03(d) of the Financing Agreement:

Prior to drawing down on funds in the applicable accounts of the Project Fund created under the Indenture for the Improvement Area #1 Bonds, Owner shall expend \$[ESTIMATED TO BE APPROXIMATELY \$15.2 MILLION, FINAL AMOUNT TO BE FILLED IN AT BOND PRICING] (the "Prior Expended Funds") on constructed Authorized Improvements in Improvements Area #1 and provide reasonable evidence to the City of such constructed Authorized Improvements and expenditures. It is hereby acknowledged that it is not intended that Owner will be reimbursed out of Assessments or Bond Proceeds for the Prior Expended Funds unless funds remain in the Project Fund created under the Indenture for the Improvement Area #1 Bonds after all other Actual Costs of Improvement Area #1 Projects have been reimbursed to Owner.

2. The blank in Section 4.02 (d) of the Financing Agreement is hereby filled in with -0-%, and the language "TO BE FILLED IN AT THE TIME OF THE LEVY" is hereby deleted.

3. Section 5.01 (b) of the Financing Agreement is hereby replaced with the following:

The aggregate principal amount of PID Bonds required to be issued hereunder shall not exceed the lesser of (x) 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 or (y) \$25,000,000.00. 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.

4. The blank in the definitions of "Project Engineer" on Exhibit A to the Financing Agreement is hereby filled in with Land Dev Consulting.

5. Capitalized Words. All capitalized words used in this Amendment and not otherwise defined herein shall have the respective meanings given to such words in the Financing Agreement. The Financing Agreement is incorporated herein by reference for all purposes.

6. Ratification and Compliance. Except as expressly amended or modified by this Amendment, the Financing Agreement shall continue in full force and effect. Owner and City each hereby ratify, affirm, and agree that the Financing Agreement, as herein modified, represents the valid, binding and enforceable obligations of Owner and City respectively. Owner and City each promise and agree to perform and comply with the terms, provisions and conditions of and the agreements in the Financing Agreement, as modified by this Amendment. In the event of any conflict or inconsistency between the provisions of the Financing Agreement and this Amendment, the provisions of this Amendment shall control and govern.

7. Entire Agreement and Amendments. The Financing Agreement, as expressly modified by this Amendment, constitutes the sole and only agreement of the parties to the Financing Agreement, and supersedes any prior agreements between the parties concerning the terms of the Financing Agreement. The Financing Agreement may be amended or supplemented only by an instrument in writing executed by the party against whom enforcement is sought.

8. Owner Authority. Owner and the person signing on behalf of it jointly and severally warrant and represent to City that (i) Owner has the full right, power and authority to enter into this Amendment, (ii) all requisite action to authorize Owner to enter into this Amendment and to carry out Owner's obligations hereunder has been taken, and (iii) the person signing on behalf of Owner has been duly authorized by Owner to sign this Amendment on its behalf.

9. City Authority. City and the person signing on behalf of City jointly and severally warrant and represent to Owner that (i) City has the full right, power and authority to enter into this Amendment, (ii) all requisite action to authorize City to enter into this Amendment and to carry out City's obligations hereunder has been taken, and (iii) the person signing on behalf of City has been duly authorized by City to sign this Amendment on its behalf.

10. Binding. Subject to the Assignment provisions contained in Section 8.03 of the Financing Agreement, this Amendment shall be binding on and inure to the benefit of City, Owner and their respective heirs, executors, administrators, legal representatives, successors and assigns.

11. Governing Law. This Amendment shall be construed and governed by the laws of the State of Texas in effect from time to time.

12. Section Headings. The section headings used herein are intended for reference purposes only and shall not be considered in the interpretation of the terms and conditions hereof.

13. Construction. Each party acknowledges that it and its counsel have had the opportunity to review this Amendment; that the normal rule of construction shall not be applicable and there shall be no presumption that any ambiguities will be resolved against the drafting party in interpretation of this Amendment.

14. Counterparts. This Amendment may be executed in any number of counterparts, all of which taken together shall constitute one and the same agreement, and any of the parties to this Amendment may execute the Amendment by signing any of the counterparts. The parties hereby acknowledge and agree that facsimile signatures or signatures transmitted by electronic mail in so-called "PDF" format shall be legal and binding and shall have the same full force and effect as if an original of this Amendment had been delivered. City and Owner (i) intend to be bound by the signatures on any document sent by facsimile or electronic mail, (ii) are aware that the other party will rely on such signatures, and (iii) hereby waive any defenses to the enforcement of the terms of this Amendment based on the foregoing forms of signature.

15. 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 Amendment is a contract for goods or services, will not boycott Israel during the term of this Amendment. 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.

16. Verification Regarding Discrimination Against Firearm Entity or Trade Association.

To the extent this Amendment 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.

17. Verification Regarding Energy Company Boycotts.

To the extent this Amendment 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 Amendment. 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.

18. 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.

[Signature Page follows]

IN WITNESS WHEREOF, City and Owner have executed this Amendment through their duly authorized representatives to be effective as of the Effective Date.

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: _____

AN APPRAISAL REPORT
OF
PLUM CREEK NORTH PUBLIC IMPROVEMENT DISTRICT 1A,
BEING 202 EXISTING LOTS IN PHASE 2, SECTION 1;
202 PROPOSED LOTS IN PHASE 2, SECTION 2; AND
804 EXCESS LAND PAPER LOTS IN PHASE 2, SECTIONS 3, 4 & 5,
LOCATED ADJACENT TO THE NORTHEAST CORNER OF KOHLERS CROSSING AND F.M. 2770,
IN KYLE, HAYS COUNTY, TEXAS 78610

FOR
MR. R.R. "TRIPP" DAVENPORT, III
DIRECTOR
FMSBONDS, INC.
5 COWBOYS WAY, SUITE 300-25
FRISCO, TEXAS 75034

BY
BARLETTA & ASSOCIATES, INC.
1313 CAMPBELL ROAD, BUILDING C
HOUSTON, TEXAS 77055-6429

B&A FILE NUMBER: C7524-01

AS OF
TRANSMITTAL DATE OF APPRAISAL: JULY 1, 2021
"As Is" EFFECTIVE DATE OF VALUE: JUNE 18, 2021
PROSPECTIVE "UPON COMPLETION" DATE- PHASE 2, SECTIONS 2, 3, 4 & 5: APRIL 1, 2022

BARLETTA & ASSOCIATES, INC.

REAL ESTATE APPRAISERS • CONSULTANTS

July 1, 2021

Mr. R.R. "Tripp" Davenport, III
Director
FMSbonds, Inc.
5 Cowboy Way, Suite 300-25
Frisco, Texas 75034

RE: An Appraisal Report of **Plum Creek North Public Improvement District (PID) 1A, being 202 existing lots on 67.636 acres in Phase 2, Section 1; 202 proposed lots in Phase 2, Section 2; and 804 excess land paper lots in Phase 2, Sections 3, 4 & 5,** located adjacent to the northeast corner of Kohlers Crossing and Jack C. Hays Trail (F.M. 2770), in Kyle, Hays County, Texas 78610. **Of the 202 existing lots in Phase 2, Section 1, home construction on approximately 65 lots is now underway, with varying stages of completion. Herein, these 202 lots are considered to be Hypothetically "As Though Vacant," at the client's request.**

B&A File No. C7524-01

Dear Mr. Davenport:

At your request, I have physically visited and prepared an appraisal of the above-captioned property, gathered comparable market data, and conducted a study of the market area for the purpose of providing my opinion of **the Hypothetical "As Though Vacant" Market Value of the 202 existing lots on 67.636 acres in Phase 2, Section 1; and the "Upon Completion" Market Values of the subject 202 proposed lots in 202 proposed lots in Phase 2, Section 2; and 804 excess land paper lots in Phase 2, Sections 3, 4 & 5,** in compliance with the FMSbonds, Inc.'s Appraisal Instructions; the Uniform Standards of Professional Appraisal Practice; and the Appraisal Institute's Code of Professional Ethics.

At the request of the client, the "As Is" Market Values of the 202 paper lots in Phase 2, Section 2; and 804 excess land paper Lots in Phase 2, Sections 3, 4 & 5, have not been valued herein.

To conclude, it is my opinion that the **Hypothetical "As Though Vacant" Market Value of the 202 existing lots on 67.636 acres in Phase 2, Section 1; the "Upon Completion" Market Value of the subject 202 proposed lots in Phase 2, Section 2; and 804 excess land paper lots in Phase 2, Sections 3, 4 & 5** of the fee simple interests in the subject properties, as of the indicated effective dates, are as follows:

Description	No. Lots	Market Value	Effective Date
Plum Creek, Phase 2, Section 1, "As Though Vacant"	202	\$12,300,000	6/18/2021
Plum Creek, Phase 2, Section 2, "Upon Completion"	202	\$10,975,000	4/1/2022
Plum Creek, Phase 2, Sections 3, 4 & 5 Paper Lots, "Upon Completion"	804	\$22,030,000	4/1/2022

Extraordinary Assumptions:

- 1.) A portion of the subject property is proposed as a residential subdivision, with a prospective completion date. In this appraisal report, I have projected the market conditions at the prospective time of completion that would be anticipated by typical market participants. In a similar fashion, I projected the retail valuation of the individual subject lots, absorption period and holding costs, based on projected conditions that are anticipated by typical market participants. Further, unknown circumstances may change the anticipated date of completion to another date, which may have market conditions that are different from those which are expected on the anticipated date of completion that is reflected in this report. Because actual future market conditions may deviate from those which are anticipated by typical market participants, this appraisal is subject to a review of market conditions and current sale data that will be available on the prospective or actual date of completion.
- 2.) This appraisal is subject to the proposed improvements being completed in a timely and professional workmanlike manner and that the proposed improvements do not deviate significantly from those described herein.
- 3.) The valuation of the subject improvements "Upon Completion" require a valuation of the subject improvements as of a prospective date, when they are projected to be physically complete based upon the plans and specifications provided. Developing this opinion of value requires the use of an extraordinary assumption because the subject in the prospective value opinion is as it exists as of a future date when physically complete. Therefore, I have relied upon information and specifications for the proposed improvements provided by the subject developing party. Should these representations be amended, or prove to be inaccurate, the value conclusions are subject to revision.
- 4.) This appraisal assumes that the developer's marketing plan is for new homes with a price-point range of \$309,000 to \$442,000 by Lennar Homes, or a comparable production home builder.
- 5.) I was not provided a copy of the developer's cost estimates, and the concluded Market Values contained herein are subject to a review of the actual cost estimates.
- 6.) I was not provided a plat or a survey for Plum Creek Phase 2, Section 2, and the concluded Market Values contained herein are subject to a review of the final plat.

- 7.) A deviation from any of the extraordinary assumptions stated above might have an effect on the Market Value conclusions contained herein.

Hypothetical Condition:

This appraisal hypothetically assumes the 65 partially built out lots in Phase 2, Section 1 are vacant, per the client's request.

Hays County Covid-19 FEMA Disaster Area: FEMA declared the county in which the subject is located, Hays County, and all of the counties in the Austin metropolitan area, as biological disaster areas, due to the Covid-19 pandemic on March 25, 2020, with an incident start date of January 20, 2020. This does not appear to have had any direct impact on the subject property, nor the market area.

Market Value is defined by FIRREA as follows:

Market Value means the most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition are the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

- (1) buyer and seller are typically motivated;
- (2) both parties are well informed or well advised, and acting in what they consider their own best interests;
- (3) a reasonable time is allowed for exposure in the open market;
- (4) payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
- (5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

It has been a pleasure serving you, and if I can be of further assistance, please call me.

Sincerely,

BARLETTA & ASSOCIATES, INC.



Phillip F. Barletta, MAI, SRA
President
State Certified, TX-1320197-G

CERTIFICATION

USPAP CERTIFICATION

I certify that, to the best of my knowledge and belief, the following:

1. The statement of facts contained in this report is true and correct.
2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, unbiased professional analyses, opinions, and conclusions.
3. I have no present or prospective interest in the property that is the subject of this report, and I have no personal interest with respect to the parties involved.
4. I have provided no real estate services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
5. I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
6. My engagement in this assignment was not contingent upon developing or reporting predetermined results.
7. My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
8. My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the *Uniform Standards of Professional Appraisal Practice*.
9. Phillip F. Barletta, MAI, SRA made an unaccompanied visit to the subject property on June 18, 2021.
10. Dwayne Guarino provided research assistance to the signer of this appraisal.
11. This appraisal assignment was not based on a requested minimum valuation, a specific valuation, or the approval of a loan.
12. The appraiser has had extensive experience in appraising proposed and existing residential subdivision properties in the subject market area and the Austin region, and is State General Certified; thus, he is well qualified to appraise the subject property and fully satisfies the Competency Rule of the Uniform Standards of

Professional Appraisal.

13. Phillip F. Barletta, MAI, SRA is a State Certified General Real Estate Appraiser by the Texas Appraiser Licensing & Certification Board for the State of Texas.

AI CERTIFICATION

1. The reported analyses, opinions and conclusions were developed, and this report has also been prepared, in conformity with the requirements of the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute.
2. The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
3. As of the date of this report, Phillip F. Barletta, MAI, SRA has completed the continuing education program for Designated Members of the Appraisal Institute.

The appraiser hereby certifies regulatory compliance and it is my opinion that the **Hypothetical "As Though Vacant" and "Upon Completion" Bulk Market Values** of the fee simple interests in the subject properties, as of the indicated effective dates, are as follows:

Description	No. Lots	Market Value	Effective Date
Plum Creek, Phase 2, Section 1, "As Though Vacant"	202	\$12,300,000	6/18/2021
Plum Creek, Phase 2, Section 2, "Upon Completion"	202	\$10,975,000	4/1/2022
Plum Creek, Phase 2, Sections 3, 4 & 5 Paper Lots, "Upon Completion"	804	\$22,030,000	4/1/2022

Extraordinary Assumptions:

- 1.) A portion of the subject property is proposed as a residential subdivision, with a prospective completion date. In this appraisal report, I have projected the market conditions at the prospective time of completion that would be anticipated by typical market participants. In a similar fashion, I projected the retail valuation of the individual subject lots, absorption period and holding costs, based on projected conditions that are anticipated by typical market participants. Further, unknown circumstances may change the anticipated date of completion to another date, which may have market conditions that are different from those which are expected on the anticipated date of completion that is reflected in this report. Because actual future market conditions may deviate from those which are anticipated by typical market participants, this appraisal is subject to a review of market conditions and current sale data that will be available on the prospective or actual date of completion.
- 2.) This appraisal is subject to the proposed improvements being completed in a timely and professional workmanlike manner and that the proposed improvements do not deviate significantly from those described herein.

- 3.) The valuation of the subject improvements "Upon Completion" require a valuation of the subject improvements as of a prospective date, when they are projected to be physically complete based upon the plans and specifications provided. Developing this opinion of value requires the use of an extraordinary assumption because the subject in the prospective value opinion is as it exists as of a future date when physically complete. Therefore, I have relied upon information and specifications for the proposed improvements provided by the subject developing party. Should these representations be amended, or prove to be inaccurate, the value conclusions are subject to revision.
- 4.) This appraisal assumes that the developer's marketing plan is for new homes with a price-point range of \$309,000 to \$442,000 by Lennar Homes, or a comparable production home builder.
- 5.) I was not provided a copy of the developer's cost estimates, and the concluded Market Values contained herein are subject to a review of the actual cost estimates.
- 6.) I was not provided a plat or a survey for Plum Creek Phase 2, Section 2, and the concluded Market Values contained herein are subject to a review of the final plat.
- 7.) A deviation from any of the extraordinary assumptions stated above might have an effect on the Market Value conclusions contained herein.

Hypothetical Condition:

This appraisal hypothetically assumes the 65 partially built out lots in Phase 2, Section 1 are vacant, per the client's request.

BARLETTA & ASSOCIATES, INC.



Phillip F. Barletta, MAI, SRA
 President
 State Certified, TX-1320197-G

ASSUMPTIONS AND LIMITING CONDITIONS

This appraisal is subject to the following conditions:

1. This Appraisal Report is intended to comply with the reporting requirements set forth under the Uniform Standards of Professional Appraisal Practice, Standard Rule 2-2 (a). As such, this report does, in fact, include narrative discussions of the data, reasoning and analyses that were used in the appraisal process to develop the appraiser's opinions of value. Supporting documentation concerning the data, reasoning, and analyses is included in this report. The appraiser is not responsible for unauthorized use of this report.
2. No responsibility is assumed for legal or title consideration. Titles to the properties are assumed to be good and marketable unless otherwise stated in this report.
3. The properties are appraised free and clear of any or all liens and encumbrances unless otherwise stated in this report.
4. Responsible ownership and competent property management are assumed unless otherwise stated in this report.
5. The information furnished by others is believed to be reliable. However, no warranty is given for its accuracy.
6. All engineering is assumed to be correct. Any plot plans and illustrative material in this report are included only to assist the reader in visualizing the property.
7. It is assumed that there are no hidden or unapparent conditions of the subject property, subsoil, or structures that render them more or less valuable. No responsibility is assumed for such conditions or for arranging for engineering studies that may be required to discover them.
8. It is assumed that there is full compliance with all applicable federal, state, and local environmental regulations and laws unless otherwise stated in this report.
9. It is assumed that all applicable zoning and use regulations and restrictions have been complied with, unless a nonconformity has been stated, defined, and considered in this Appraisal Report.
10. It is assumed that all required licenses, certificates of occupancy or other legislative or administrative authority from any local, state, or national governmental or private entity or organization have been or can be obtained or renewed for any use on which the value estimates contained in this report are based.
11. Any sketches in this report may show approximate dimensions and is included to assist the reader in visualizing the properties. Maps and exhibits found in this report are provided for reader reference purposes only. No guarantee as to accuracy is expressed or implied unless otherwise stated in this report. No surveys have been made for the purpose of this report.

12. It is assumed that the utilization of the land and improvements is within the boundaries or property lines of the properties described and that there is no encroachment or trespass unless otherwise stated in this report.
13. The appraiser is not qualified to detect hazardous waste and/or toxic materials. Any comment by the appraiser that might suggest the possibility of the presence of such substances should not be taken as confirmation of the presence of hazardous waste and/or toxic materials. Such determination would require investigation by a qualified expert in the field of environmental assessment. The presence of substances such as asbestos, urea-formaldehyde foam insulation, or other potentially hazardous materials may affect the value of the properties. The appraiser's value estimate is predicated on the assumption that there is no such material on or in the properties that would cause a loss in value unless otherwise stated in this report. No responsibility is assumed for any environmental conditions, or for any expertise or engineering knowledge required to discover them. The appraiser's descriptions and resulting comments are the result of the routine observations made during the appraisal process.
14. Unless otherwise stated in this report, the subject property are appraised without specific compliance surveys having been conducted to determine if the properties are or are not in conformance with the requirements of the Americans With Disabilities Act. The presence of architectural and communications barriers that are structural in nature that would restrict access by disabled individuals may adversely affect the property's' value, marketability, or utility.
15. Any proposed improvements are assumed to be completed in a good workmanlike manner in accordance with the submitted plans and specifications.
16. The distributions, if any, of the total valuations in this report between land and improvements apply only under the stated program of utilization. The separate allocations for land and buildings must not be used in conjunction with any other appraisal and are invalid if so used.
17. Possession of this report, or a copy thereof, does not carry with it the right of publication. It may not be used for any purpose by any person other than the party to whom it is addressed without the written consent of the appraisers, and in any event, only with proper written qualification and only in its entirety.
18. Neither all nor any part of the contents of this report (especially any conclusions as to value, the identity of the appraisers, or the firm with which the appraiser is connected) shall be disseminated to the public through advertising, public relations, new sales, or other media without prior written consent and approval of the appraiser.
19. This appraisal assumes that there are no significant wetlands and/or endangered species or habitats issues affecting the subject sites.

20. Texas is a non-disclosure state. It is important that the intended users of this appraisal understand that in Texas, there is no legal requirement for grantors or grantees to disclose any information relative to a transfer of real property. As a result, no data source provides absolute coverage of all transactions. It is possible that there are sales data of which we are unaware, or were non-verifiable. My sources provide the data typically available to appraisers in the ordinary course of business.

Extraordinary Assumptions:

- 1.) A portion of the subject property is proposed as a residential subdivision, with a prospective completion date. In this appraisal report, I have projected the market conditions at the prospective time of completion that would be anticipated by typical market participants. In a similar fashion, I projected the retail valuation of the individual subject lots, absorption period and holding costs, based on projected conditions that are anticipated by typical market participants. Further, unknown circumstances may change the anticipated date of completion to another date, which may have market conditions that are different from those which are expected on the anticipated date of completion that is reflected in this report. Because actual future market conditions may deviate from those which are anticipated by typical market participants, this appraisal is subject to a review of market conditions and current sale data that will be available on the prospective or actual date of completion.
- 2.) This appraisal is subject to the proposed improvements being completed in a timely and professional workmanlike manner and that the proposed improvements do not deviate significantly from those described herein.
- 3.) The valuation of the subject improvements "Upon Completion" require a valuation of the subject improvements as of a prospective date, when they are projected to be physically complete based upon the plans and specifications provided. Developing this opinion of value requires the use of an extraordinary assumption because the subject in the prospective value opinion is as it exists as of a future date when physically complete. Therefore, I have relied upon information and specifications for the proposed improvements provided by the subject developing party. Should these representations be amended, or prove to be inaccurate, the value conclusions are subject to revision.
- 4.) This appraisal assumes that the developer's marketing plan is for new homes with a price-point range of \$309,000 to \$442,000 by Lennar Homes, or a comparable production home builder.
- 5.) I was not provided a copy of the developer's cost estimates, and the concluded Market Values contained herein are subject to a review of the actual cost estimates.
- 6.) I was not provided a plat or a survey for Plum Creek Phase 2, Section 2, and the concluded Market Values contained herein are subject to a review of the final plat.
- 7.) A deviation from any of the extraordinary assumptions stated above might have an effect on the Market Value conclusions contained herein.

Hypothetical Condition:

This appraisal hypothetically assumes the 65 partially built out lots in Phase 2, Section 1 are vacant, per the client's request.

SUMMARY OF SALIENT FACTS AND CONCLUSIONS

Type of Property: **Plum Creek North Public Improvement District (PID) 1A, being 202 existing lots on 67.636 acres in Phase 2, Section 1; 202 proposed lots in Section 2, Phase 2; and 804 excess land paper lots in Section 2, Phases 3, 4 & 5, located adjacent to the northeast corner of Kohlers Crossing and Jack C. Hays Trail (F.M. 2770), and just west of Kyle Parkway (F.M. 1626), in Kyle, Hays County, Texas. Of the 202 existing lots in Phase 2, Section 1, home construction on approximately 65 lots is now underway, with varying stages of completion. Herein, these 202 lots are considered to be Hypothetically "As Though Vacant."**

Mapsco Reference: Hays County – 659 D, H, M, Q & R

Postal Address: Kyle, Texas 78610

Location: Plum Creek North Public Improvement District (PID) 1A, is located adjacent to the northeast corner of Kohlers Crossing and Jack C. Hays Trail (F.M. 2770), and just west of Kyle Parkway (F.M. 1626), in Kyle, Hays County, Texas 78610.

Tract Sizes

Phase 2, Section 1: 67.636 acres containing 202 lots
Density: 2.99 lots per acre.

Phase 2, Section 2: 56.517 acres platted for 202 lots
Density: 3.57 lots per acre.

Phase 2, Sections 3, 4 & 5: ±200.00 acres preliminarily platted for 804 lots
Density: ±4.02 lots per acre.

Overall Size: 390.130 acres platted for 1,208 lots
Density: 3.10 lots per acre.

<u>Ph. 2, Section 1, Lot Size Mix</u>	<u>No.</u>	<u>Description</u>	<u>Typical Dimensions</u>	<u>Avg. Size</u>
	33	Existing	43' x 130'	5,590 SF
	137	Existing	50' x 130'	6,500 SF
	<u>32</u>	Existing	55' x 130'	7,150 SF
	202	Total/Avg.	-	6,454 SF

<u>Ph.2, Section 2, Lot Size Mix</u>	<u>No.</u>	<u>Description</u>	<u>Typical Dimensions</u>	<u>Avg. Size</u>
	64	Proposed	35' x 130'	4,550 SF
	15	Proposed	43' x 130'	5,590 SF
	90	Proposed	50' x 130'	6,500 SF
	<u>33</u>	Proposed	55' x 130'	7,150 SF
Total/Average	202	Proposed	-	5,921 SF

<u>Ph.2, Secs. 3, 4 & 5 Lot Size Mix</u>	<u>No.</u>	<u>Description</u>	<u>Typical Dimensions</u>	<u>Avg. Size</u>
	72	Paper Lots	35' x 130'	4,550 SF
	144	Paper Lots	43' x 130'	5,590 SF
	397	Paper Lots	50' x 130'	6,500 SF
	<u>191</u>	Paper Lots	55' x 130'	7,150 SF
Total/Average	804	Paper Lots	-	6,317 SF

Appraisal Dates

- As Is Date of Value: June 18, 2021
- Date of Report Transmittal: July 1, 2021
- Prospective Date of Value: Phase 2, Sections 2, 3, 4 & 5 – April 1, 2022

Purpose of the Appraisal:

To provide an opinion of the **Hypothetical “As Though Vacant” Market Value of the 202 existing lots on 67.636 acres in Phase 2, Section 1; and the “Upon Completion” Market Values of the subject 202 paper lots in Phase 2, Section 2; and 804 excess land paper lots in Phase 2, Sections 3, 4 & 5**, in compliance with the FMSbonds, Inc.’s Appraisal Instructions; the Uniform Standards of Professional Appraisal Practice; and the Appraisal Institute’s Code of Professional Ethics.

At the request of the client, the “As Is” Market Values of the 202 proposed lots in Phase 2, Section 2; and 804 excess land paper lots in Phase 2, Sections 3, 4 & 5, have not been valued herein.

Rights Appraised:

Fee Simple Estate

Floodplain:

A portion of Phase 2, Section 3 appears to be within Zone “A,” of the 100-year floodplain. However, all of the subject existing lots, proposed lots and paper lots are in Zone “X,” being outside of the 100-year and 500-year floodplains, according to FEMA Map Panel No. 48209C0270F, dated 9/2/2005.

Utilities/Services

Sanitary Sewer & Water:	City of Kyle
Electricity:	Pedernales Electric Co-Op
Natural Gas:	Center Point Energy
Telephone Service:	Spectrum
Police Protection:	City of Kyle and Hays County Sheriff's Dept.
Fire Protection:	Hays County Emergency Districts #5 & #9
School District:	Hays Consolidated I.S.D.
 Zoning:	 Plum Creek P.U.D. Ordinance 311
Restrictions:	None adverse known.
Subject Builder:	Lennar Homes.
 New Home Price Range:	 \$309,000 to \$442,000.
Highest & Best Use:	New residential construction on the 202 Phase 2, Section 1 existing lots; near term residential lot development for the 202 Phase 2, Section 2 lots; and future residential lot development in Phase 2, Sections 3, 4 & 5, as economic conditions and demand warrants.

CONCLUSION: The subject Plum Creek North PID, 1A has a suburban location in the rapidly growing Kyle/Buda Market Area of Austin. All services and public utilities are available, and no detrimental zoning, encroachments, or restrictions were noted, which would represent an adverse influence to the subject lots for lower-mid priced production housing.

MARKEY VALUE CONCLUSIONS:

Description	No. Lots	Market Value	Effective Date
Plum Creek, Phase 2, Section 1, "As Though Vacant"	202	\$12,300,000	6/18/2021
Plum Creek, Phase 2, Section 2, "Upon Completion"	202	\$10,975,000	4/1/2022
Plum Creek, Phase 2, Sections 3, 4 & 5 Paper Lots, "Upon Completion"	804	\$22,110,000	4/1/2022

Extraordinary Assumptions:

- 1.) A portion of the subject property is proposed as a residential subdivision, with a prospective completion date. In this appraisal report, I have projected the market conditions at the prospective time of completion that would be anticipated by typical market participants. In a similar fashion, I projected the retail valuation of the individual subject lots, absorption period and holding costs, based on projected conditions that are anticipated by typical market participants. Further, unknown circumstances may change the anticipated date of completion to another date, which may have market conditions that are different from those which are expected on the anticipated date of

completion that is reflected in this report. Because actual future market conditions may deviate from those which are anticipated by typical market participants, this appraisal is subject to a review of market conditions and current sale data that will be available on the prospective or actual date of completion.

- 2.) This appraisal is subject to the proposed improvements being completed in a timely and professional workmanlike manner and that the proposed improvements do not deviate significantly from those described herein.
- 3.) The valuation of the subject improvements "Upon Completion" require a valuation of the subject improvements as of a prospective date, when they are projected to be physically complete based upon the plans and specifications provided. Developing this opinion of value requires the use of an extraordinary assumption because the subject in the prospective value opinion is as it exists as of a future date when physically complete. Therefore, I have relied upon information and specifications for the proposed improvements provided by the subject developing party. Should these representations be amended, or prove to be inaccurate, the value conclusions are subject to revision.
- 4.) This appraisal assumes that the developer's marketing plan is for new homes with a price-point range of \$309,000 to \$442,000 by Lennar Homes, or a comparable production home builder.
- 5.) I was not provided a copy of the developer's cost estimates, and the concluded Market Values contained herein are subject to a review of the actual cost estimates.
- 6.) I was not provided a plat or a survey for Plum Creek Phase 2, Section 2, and the concluded Market Values contained herein are subject to a review of the final plat.
- 7.) A deviation from any of the extraordinary assumptions stated above might have an effect on the Market Value conclusions contained herein.

Hypothetical Condition:

This appraisal hypothetically assumes the 65 partially built out lots in Phase 2, Section 1 are vacant, per the client's request.



CITY OF KYLE, TEXAS

Resolution approving form and authorizing distribution of PLOM- IA#1 Bonds

Meeting Date: 3/1/2022

Date time: 7:00 PM

Subject/Recommendation: Consider and possible action on a Resolution approving the form and authorizing the distribution of a Preliminary Limited Offering Memorandum for City Of Kyle, Texas Special Assessment Revenue Bonds, Series 2022 (Plum Creek North Public Improvement District Improvement Area #1 Project). ~ *Gregory Miller, Bickerstaff Heath Delgado Acosta LLP*

Other Information:

Legal Notes:

Budget Information:

ATTACHMENTS:

Description

- ☐ Resolution Approving Form and Authorizing Distribution of PLOM - Plum Creek North PID IA#1 Bonds (01376370x7A30F)
- ☐ Certificate for PLOM resolution - IA#1 Bonds 2022 (01376368x7A30F)
- ☐ Kyle, PLUM Creek PID - S2021 - IA #1 PLOM 4127-9739-2690 v.4
- ☐ Appendix B - Form of Indenture
- ☐ Appendix C - Form of SAP
- ☐ APPENDIX D - Form of Opinion of Bond Counsel
- ☐ Appendix E-1 - Issuer CDA
- ☐ Appendix E-2 - Developer CDA
- ☐ Appendix F - Financing Agreement
- ☐ Appendix G - Appraisal

RESOLUTION NO. _____

**RESOLUTION APPROVING THE FORM AND AUTHORIZING THE
DISTRIBUTION OF A PRELIMINARY LIMITED OFFERING
MEMORANDUM FOR CITY OF KYLE, TEXAS SPECIAL
ASSESSMENT REVENUE BONDS, SERIES 2022 (PLUM CREEK
NORTH PUBLIC IMPROVEMENT DISTRICT IMPROVEMENT AREA
#1 PROJECT)**

WHEREAS, a petition (the “*Petition*”) requesting the creation of a public improvement district located in the City to be known as the Plum Creek North Public Improvement District (the “*District*”) was signed and submitted by Lennar Homes of Texas Land and Construction, Ltd., a Texas limited partnership, on City August 1, 2017, pursuant to the Public Improvement District Assessment Act, Texas Local Government Code, Chapter 372, as amended (the “*PID Act*”); and

WHEREAS, on April 16, 2019, after due notice, the City Council of the City (“*City Council*”) held a public hearing in the manner required by law on the advisability of the improvement projects and services described in the Petition as required by Section 372.009 of the PID Act; and

WHEREAS, the City Council made the findings required by Section 372.009(b) of the PID Act and authorized the creation of the District in accordance with its finding as to the advisability of the improvement projects and services; and

WHEREAS, on May 8, 2019, the City published notice of its authorization of the creation of the District in the *Hays Free Press*, a newspaper of general circulation in the City; and

WHEREAS, no written protests of the creation of the District from any owners of record of property within the District were filed with the City Secretary within 20 days after May 8, 2019; and

WHEREAS, the City Council held a public hearing at its regularly scheduled meeting on November 16, 2021, in accordance with the PID Act, and adopted a Service and Assessment Plan (the “*Service and Assessment Plan*”) and levied assessments against real property located in “Improvement Area #1” of the District (as such area is defined in the Service and Assessment Plan), for the purpose of financing, among other things, the “Improvement Area #1 Projects” (such public improvements are defined in the Service and Assessment Plan); and

WHEREAS, the City Council is authorized by the PID Act to issue revenue bonds payable from the Assessments to finance public improvements that will convey benefits to the District; and

WHEREAS, this City Council intends to issue City of Kyle, Texas Special Assessment Revenue Bonds, Series 2022 (Plum Creek North Public Improvement District Improvement Area #1 Project) to fund, among other things, the Improvement Area #1 Projects (the “*Bonds*”); and

WHEREAS, there has been presented to this City Council a Preliminary Limited Offering Memorandum for the Bonds (the “*Preliminary Limited Offering Memorandum*”); and

WHEREAS, this City Council finds and determines that it is necessary and in the best interests of the City to approve the form and content of the Preliminary Limited Offering Memorandum and authorize the use of the Preliminary Limited Offering Memorandum in the offering and sale of the Bonds by the underwriter for the Bonds, FMSbonds, Inc. (the “Underwriter”).

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

Section 1. The form and content of the Preliminary Limited Offering Memorandum is hereby approved, with such changes, addenda, supplements or amendments as may be approved by the City Manager, Director of Finance, Financial Advisor, Counsel or Bond Counsel to the City. The City hereby authorizes the Preliminary Limited Offering Memorandum to be used by the Underwriter in connection with the marketing and sale of the Bonds.

Section 2. Capitalized terms used herein and not otherwise defined shall have the meanings assigned thereto in the Preliminary Limited Offering Memorandum.

Section 3. This Resolution shall be effective immediately upon its adoption.

[The remainder of this page is intentionally left blank.]

PASSED, APPROVED AND EFFECTIVE this 1st day of March, 2022.

Travis Mitchell, Mayor
City of Kyle, Texas

ATTEST:

Jennifer Holm, City Secretary
City of Kyle, Texas

[SEAL]

CERTIFICATE OF RESOLUTION

THE STATE OF TEXAS §
COUNTY OF HAYS §
CITY OF KYLE §

I, the undersigned City Secretary of said City, hereby certify as follows:

1. The City Council of said City (the "City Council") convened in a Regular Meeting on March 1, 2022, at the City Council Chambers, City Hall, 100 W. Center Street, Kyle, Texas, or by videoconference if necessary, and the roll was called of the duly constituted officers and members of said City Council, to-wit:

Travis Mitchell	Mayor
Robert Rizo	Mayor Pro Tem/Council Member District 3
Dex Ellison	Council Member District 1
Yvonne Flores-Cale	Council Member District 2
Ashlee Bradshaw	Council Member District 4
Daniela Parsley	Council Member District 5
Michael Tobias	Council Member District 6

and all of said persons were present, except for the following:_____;
thus constituting a quorum. Whereupon, among other business, the following was transacted at said meeting: a written Resolution entitled

RESOLUTION APPROVING THE FORM AND AUTHORIZING THE DISTRIBUTION OF A PRELIMINARY LIMITED OFFERING MEMORANDUM FOR CITY OF KYLE, TEXAS SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2022 (PLUM CREEK NORTH PUBLIC IMPROVEMENT DISTRICT IMPROVEMENT AREA #1 PROJECT)

(the "Resolution") was duly introduced for the consideration of said City Council and read in full. It was then duly moved and seconded that said Resolution be passed; and, after due discussion, said motion, carrying with it the passage of said Resolution, prevailed and carried by the following vote:

AYES: _____

NOES: _____

ABSTENTIONS: _____

2. A true, full and correct copy of the aforesaid Resolution passed at the meeting described in the above and foregoing paragraph is attached to and follows this Certificate; said Resolution has been fully recorded in the official minutes of said City Council; the above and foregoing paragraph is a true, full and correct excerpt from said minutes of said meeting pertaining to the passage of said Resolution; the persons named in the above and foregoing paragraph, at the time of said meeting and the passage of said Resolution, were the duly chosen, qualified and acting officers and members of said City Council as indicated therein; each of said officers and members was duly and sufficiently notified officially and personally in advance, of the time, place and purpose of the aforesaid meeting and that said Resolution would be introduced and considered for passage at said meeting, and each of said officers and members consented in advance to the holding of said meeting for such purpose; and said meeting was open to the public, and public notice of the time, place and purpose of said meeting was given, all as required by Chapter 551, Texas Government Code.

SIGNED AND SEALED this _____ of March, 2022.

City Secretary
City of Kyle, Texas

[CITY SEAL]

NEW ISSUE

PRELIMINARY LIMITED OFFERING MEMORANDUM DATED [____], 2022

THE BONDS ARE INITIALLY OFFERED ONLY TO “ACCREDITED INVESTORS” (AS DEFINED IN RULE 501 OF REGULATION D PROMULGATED UNDER THE SECURITIES ACT OF 1933) AND “QUALIFIED INSTITUTIONAL BUYERS” (AS DEFINED IN RULE 144A UNDER THE SECURITIES ACT OF 1933). SEE “LIMITATIONS APPLICABLE TO INITIAL PURCHASERS.”

In the opinion of Bond Counsel, interest on the Bonds will be excludable from gross income for federal income tax purposes under existing law, subject to the matters described herein. See “TAX MATTERS — Tax Exemption” herein for a discussion of Bond Counsel’s opinion.

\$6,385,000*

CITY OF KYLE, TEXAS

(a municipal corporation of the State of Texas located in Hays County)

SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2022

(PLUM CREEK NORTH PUBLIC IMPROVEMENT DISTRICT IMPROVEMENT AREA #1 PROJECT)

Dated Date: April 14, 2022

Interest to Accrue from Closing Date

Due: September 1, as shown on the inside cover

The City of Kyle, Texas Special Assessment Revenue Bonds, Series 2022 (Plum Creek North Public Improvement District Improvement Area #1 Project) (the “Bonds”), are being issued by the City of Kyle, Texas (the “City”). The Bonds will be issued in fully registered form, without coupons, in authorized denominations of \$100,000 of principal amount and any integral multiple of \$1,000 in excess thereof. The Bonds will bear interest at the rates set forth on the inside cover page hereof, and such interest will be calculated on the basis of a 360-day year of twelve 30-day months and will be payable on each March 1 and September 1, commencing September 1, 2022*, until maturity or earlier redemption. The Bonds will be registered in the name of Cede & Co., as nominee of The Depository Trust Company (“DTC”), New York, New York. No physical delivery of the Bonds will be made to the beneficial owners thereof. For so long as the book-entry-only system is maintained, the principal of and interest on the Bonds will be paid from the sources described herein by BOKF, NA, as trustee (the “Trustee”), to Cede & Co. as the registered owner thereof. See “BOOK-ENTRY-ONLY SYSTEM.”

The Bonds are being issued by the City pursuant to the Public Improvement District Assessment Act, Subchapter A of Chapter 372, Texas Local Government Code, as amended (the “PID Act”), an ordinance expected to be adopted by the City Council of the City (the “City Council”) on March 22, 2022, and an Indenture of Trust, dated as of March 15, 2022 (the “Indenture”), entered into by and between the City and the Trustee. Capitalized terms not otherwise defined herein shall have the meanings assigned to them in the Indenture.

Proceeds of the Bonds will be used to provide funds for (i) paying a portion of the Actual Costs of the Improvement Area #1 Projects, (ii) paying capitalized interest on the Bonds during and after the period of acquisition and construction of the Improvement Area #1 Projects, (iii) funding a reserve account for payment of principal and interest on the Bonds, (iv) paying a portion of the costs incidental to the organization and administration of the Plum Creek North Public Improvement District (the “District”) and (v) paying the costs of issuance of the Bonds. See “AUTHORIZED IMPROVEMENTS” and “APPENDIX B — Form of Indenture.”

The Bonds, when issued and delivered, will constitute valid and binding special, limited obligations of the City payable solely from and secured by the Pledged Revenues, consisting primarily of the Improvement Area #1 Assessments levied against assessed parcels in Improvement Area #1 of the District in accordance with a Service and Assessment Plan and other funds comprising the Trust Estate, all to the extent and upon the conditions described herein. The Bonds are not payable from funds raised or to be raised from taxation. See “SECURITY FOR THE BONDS.” The Bonds are subject to redemption at the times, in the amounts, and at the redemption prices more fully described herein under the subcaption “DESCRIPTION OF THE BONDS — Redemption Provisions.”

The Bonds involve a significant degree of risk and are not suitable for all investors. See “BONDHOLDERS’ RISKS” and “SUITABILITY FOR INVESTMENT.” Prospective purchasers should carefully evaluate the risks and merits of an investment in the Bonds, should consult with their legal and financial advisors before considering a purchase of the Bonds, and should be willing to bear the risks of loss of their investment in the Bonds. The Bonds are not credit enhanced or rated and no application has been made for a rating on the Bonds.

THE BONDS ARE SPECIAL, LIMITED OBLIGATIONS OF THE CITY PAYABLE SOLELY FROM THE PLEDGED REVENUES AND OTHER FUNDS COMPRISING THE TRUST ESTATE, AS AND TO THE EXTENT PROVIDED IN THE INDENTURE. THE BONDS DO NOT GIVE RISE TO A CHARGE AGAINST THE GENERAL CREDIT OR TAXING POWER OF THE CITY AND ARE PAYABLE SOLELY FROM THE SOURCES IDENTIFIED IN THE INDENTURE. THE OWNERS OF THE BONDS SHALL NEVER HAVE THE RIGHT TO DEMAND PAYMENT THEREOF OUT OF MONEY RAISED OR TO BE RAISED BY TAXATION, OR OUT OF ANY FUNDS OF THE CITY OTHER THAN THE PLEDGED REVENUES, AS AND TO THE EXTENT PROVIDED IN THE INDENTURE. NO OWNER OF THE BONDS SHALL HAVE THE RIGHT TO DEMAND ANY EXERCISE OF THE CITY’S TAXING POWER TO PAY THE PRINCIPAL OF THE BONDS OR THE INTEREST OR REDEMPTION PREMIUM, IF ANY, THEREON. THE CITY SHALL HAVE NO LEGAL OR MORAL OBLIGATION TO PAY THE BONDS OUT OF ANY FUNDS OF THE CITY OTHER THAN THE PLEDGED REVENUES AND OTHER FUNDS COMPRISING THE TRUST ESTATE. SEE “SECURITY FOR THE BONDS.”

This cover page contains certain information for quick reference only. It is not a summary of the Bonds. Investors must read this entire Limited Offering Memorandum to obtain information essential to the making of an informed investment decision.

The Bonds are offered for delivery when, as, and if issued by the City and accepted by the Underwriter (identified below), subject to, among other things, the approval of the Bonds by the Attorney General of Texas and the receipt of the opinion of Bickerstaff Heath Delgado Acosta LLP, Bond Counsel, as to the validity of the Bonds and the excludability of interest thereon from gross income for federal income tax purposes. See “APPENDIX D — Form of Opinion of Bond Counsel.” Certain legal matters will be passed upon for the City by its counsel, The Knight Law Firm, LLP, for the Underwriter by its counsel, Orrick, Herrington & Sutcliffe LLP and for the Developer by its counsel, Metcalfe Wolff Stuart & Williams, LLP. It is expected that the Bonds will be delivered in book-entry form through the facilities of DTC on or about April 14, 2022 (the “Closing Date”).

FMSbonds, Inc.

**MATURITIES, PRINCIPAL AMOUNTS, INTEREST RATES, PRICES, YIELDS,
AND CUSIP NUMBERS**

CUSIP Prefix: _____^(a)

\$6,385,000*

CITY OF KYLE, TEXAS

(a municipal corporation of the State of Texas located in Hays County)

SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2022

(PLUM CREEK NORTH PUBLIC IMPROVEMENT DISTRICT IMPROVEMENT AREA #1 PROJECT)

\$ _____ % Term Bonds, Due September 1, 20__, Priced to Yield ____%; CUSIP ____^{(a) (b) (c)}

\$ _____ % Term Bonds, Due September 1, 20__, Priced to Yield ____%; CUSIP ____^{(a) (b) (c)}

-
- (a) CUSIP numbers are included solely for the convenience of owners of the Bonds. CUSIP is a registered trademark of the American Bankers Association. CUSIP data herein is provided by CUSIP Global Services ("CGS"), managed by S&P Global Market Intelligence on behalf of the American Bankers Association. This data is not intended to create a database and does not serve in any way as a substitute for the service provided by CGS. CUSIP numbers are provided for convenience of reference only. The City, the City's Financial Advisor and the Underwriter do not take any responsibility for the accuracy of such numbers.
- (b) The Bonds are subject to redemption, in whole or in part, before their scheduled maturity, at the option of the City, on any date on or after September 1, 20__, such redemption date or dates to be fixed by the City, at the redemption price of 100% of principal amount thereof, plus accrued interest to the date of redemption, as described herein under "DESCRIPTION OF THE BONDS — Redemption Provisions."
- (c) The Bonds are also subject to mandatory sinking fund redemption and extraordinary optional redemption as described herein under "DESCRIPTION OF THE BONDS — Redemption Provisions."

* Preliminary; subject to change.

CITY OF KYLE, TEXAS

CITY COUNCIL

<u>Name</u>	<u>Place</u>	<u>Term Expires (November)</u>
Travis Mitchell	Mayor	2023
Dexter Ellison	Council Member (District 1)	2022
Yvonne Flores-Cale	Council Member (District 2)	2023
Robert Rizo	Mayor Pro-Tem, Council Member (District 3)	2022
Ashlee Bradshaw	Council Member (District 4)	2023
Daniela Parsley	Council Member (District 5)	2024
Michael Tobias	Council Member (District 6)	2024

CITY MANAGER

Scott Sellers

ASSISTANT CITY MANAGER

James R. Earp, CPM

ASSISTANT CITY MANAGER

Jerry Hendrix

ASSISTANT CITY MANAGER

Amber Lewis

CITY SECRETARY

Jennifer Holm

CITY FINANCE DIRECTOR

Perwez A. Moheet, CPA

PID ADMINISTRATOR

P3Works, LLC

FINANCIAL ADVISOR TO THE CITY

RBC Capital Markets, LLC

BOND COUNSEL

Bickerstaff Heath Delgado Acosta LLP

UNDERWRITER'S COUNSEL

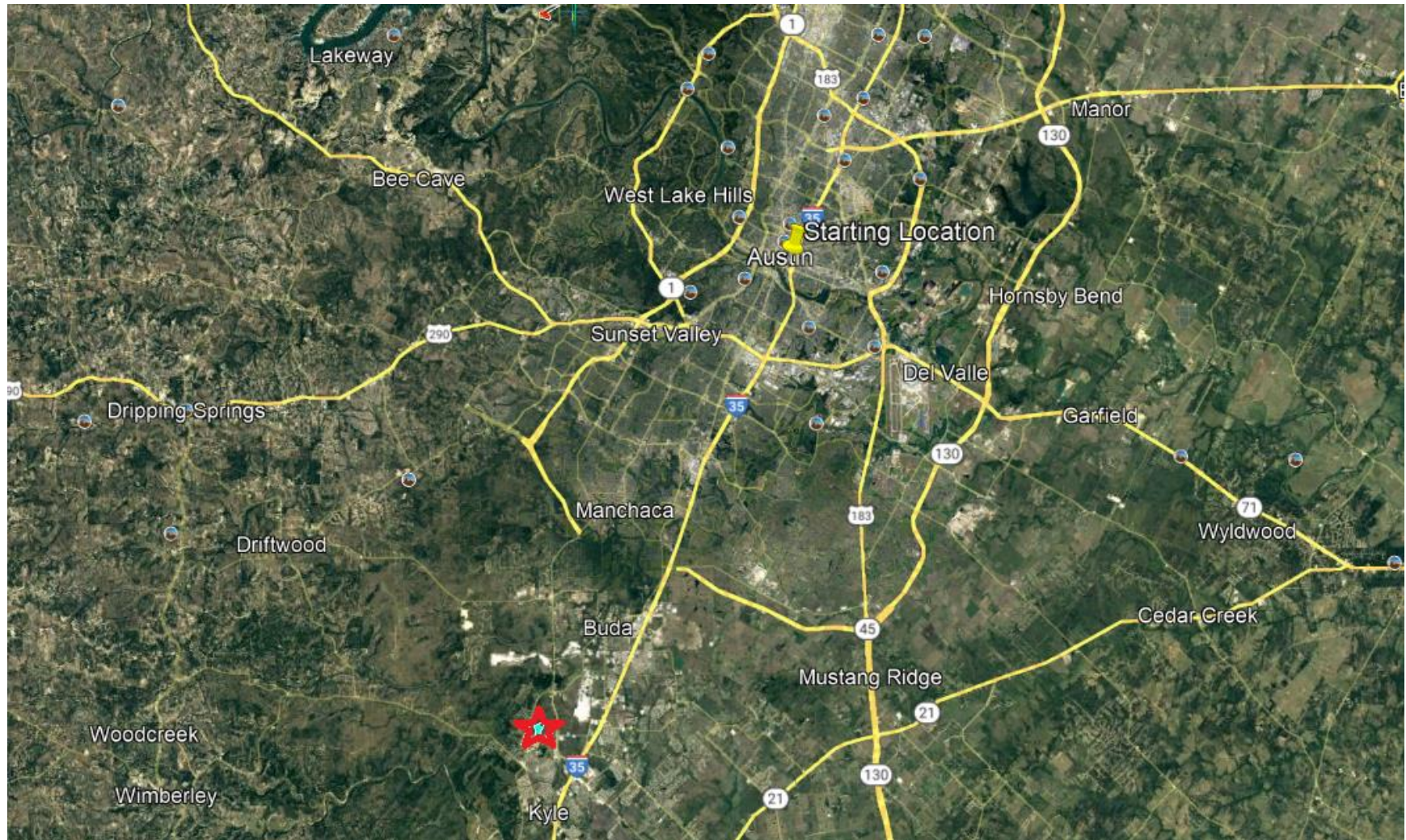
Orrick, Herrington & Sutcliffe LLP

For additional information regarding the City, please contact:

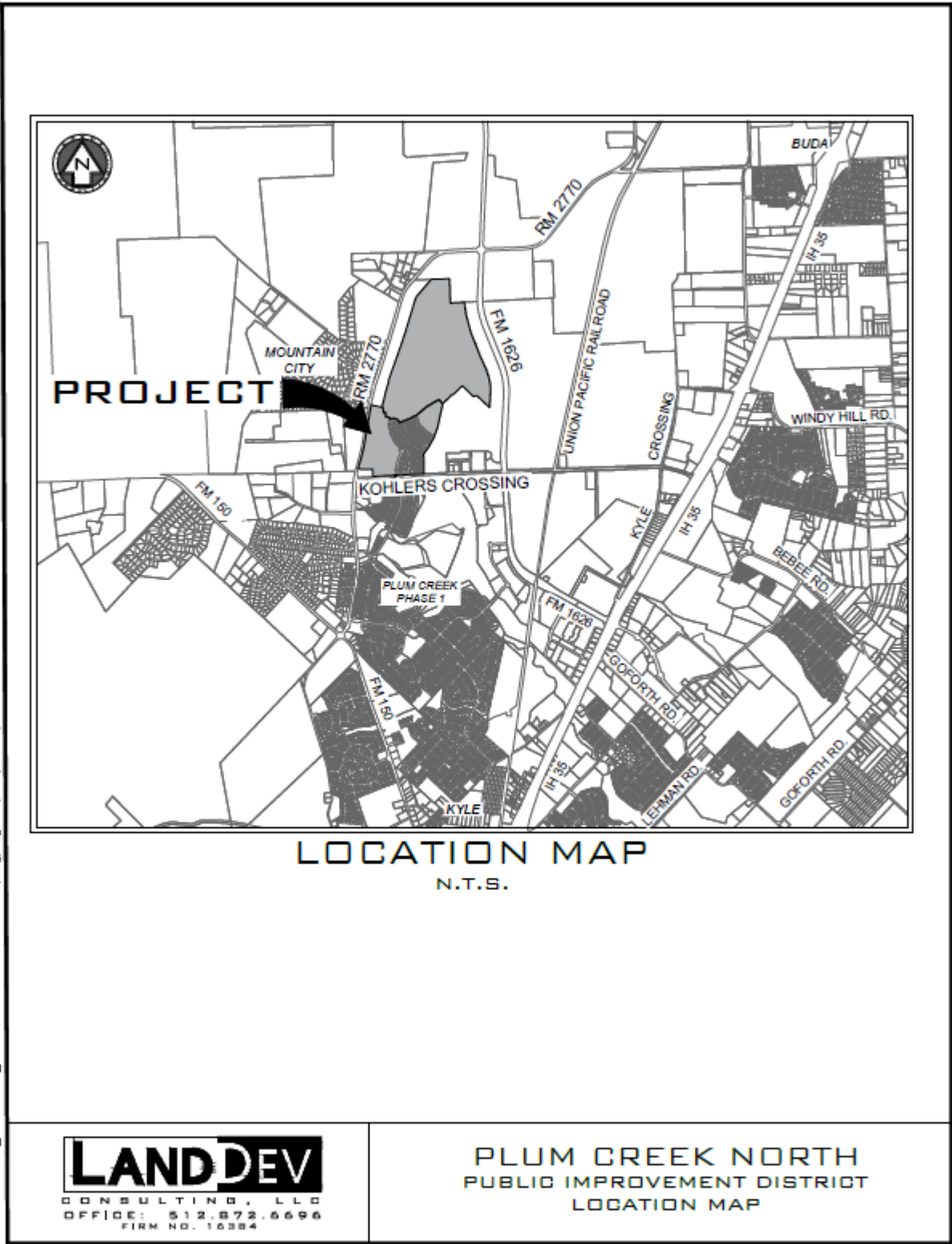
Scott Sellers
City Manager
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Chris W. Allen
Managing Director
RBC Capital Markets, LLC
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REGIONAL LOCATION MAP OF THE DISTRICT



AREA LOCATION MAP OF THE DISTRICT



MAP SHOWING CONCEPT PLAN OF THE DISTRICT*



* Improvement Area #1 is comprised of Sections 2-1 and 2-2. The Major Improvement Area is comprised on Sections 2-3, 2-4 and 2-5.

FOR PURPOSES OF COMPLIANCE WITH RULE 15c2-12 OF THE SECURITIES AND EXCHANGE COMMISSION AS AMENDED AND IN EFFECT ON THE DATE OF THIS PRELIMINARY LIMITED OFFERING MEMORANDUM, THIS DOCUMENT CONSTITUTES AN "OFFICIAL STATEMENT" OF THE CITY WITH RESPECT TO THE BONDS THAT HAS BEEN "DEEMED FINAL" BY THE CITY AS OF ITS DATE EXCEPT FOR THE OMISSION OF NO MORE THAN THE INFORMATION PERMITTED BY RULE 15c2-12.

NO DEALER, BROKER, SALESPERSON OR OTHER PERSON HAS BEEN AUTHORIZED BY THE CITY OR THE UNDERWRITER TO GIVE ANY INFORMATION OR MAKE ANY REPRESENTATIONS, OTHER THAN THOSE CONTAINED IN THIS LIMITED OFFERING MEMORANDUM, AND IF GIVEN OR MADE, SUCH OTHER INFORMATION OR REPRESENTATIONS MUST NOT BE RELIED UPON AS HAVING BEEN AUTHORIZED BY EITHER OF THE FOREGOING. THIS LIMITED OFFERING MEMORANDUM DOES NOT CONSTITUTE AN OFFER TO SELL OR THE SOLICITATION OF AN OFFER TO BUY AND THERE SHALL BE NO OFFER, SOLICITATION OR SALE OF THE BONDS BY ANY PERSON IN ANY JURISDICTION IN WHICH IT IS UNLAWFUL FOR SUCH PERSON TO MAKE SUCH OFFER, SOLICITATION OR SALE.

THE INITIAL PURCHASERS ARE ADVISED THAT THE BONDS BEING OFFERED PURSUANT TO THIS LIMITED OFFERING MEMORANDUM ARE BEING OFFERED AND SOLD ONLY TO "ACCREDITED INVESTORS" AS DEFINED IN RULE 501 OF REGULATION D PROMULGATED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT OF 1933") AND "QUALIFIED INSTITUTIONAL BUYERS" AS DEFINED IN RULE 144A PROMULGATED UNDER THE SECURITIES ACT OF 1933. SEE "LIMITATIONS APPLICABLE TO INITIAL PURCHASERS" HEREIN. EACH PROSPECTIVE INITIAL PURCHASER IS RESPONSIBLE FOR ASSESSING THE MERITS AND RISKS OF AN INVESTMENT IN THE BONDS, MUST BE ABLE TO BEAR THE ECONOMIC AND FINANCIAL RISK OF SUCH INVESTMENT IN THE BONDS, AND MUST BE ABLE TO AFFORD A COMPLETE LOSS OF SUCH INVESTMENT. CERTAIN RISKS ASSOCIATED WITH THE PURCHASE OF THE BONDS ARE SET FORTH UNDER "BONDHOLDERS' RISKS" HEREIN. EACH INITIAL PURCHASER, BY ACCEPTING THE BONDS, AGREES THAT IT WILL BE DEEMED TO HAVE MADE THE ACKNOWLEDGMENTS AND REPRESENTATIONS DESCRIBED UNDER THE HEADING "LIMITATIONS APPLICABLE TO INITIAL PURCHASERS."

THE UNDERWRITER HAS REVIEWED THE INFORMATION IN THIS LIMITED OFFERING MEMORANDUM IN ACCORDANCE WITH, AND AS PART OF, ITS RESPONSIBILITIES TO INVESTORS UNDER THE UNITED STATES FEDERAL SECURITIES LAWS AS APPLIED TO THE FACTS AND CIRCUMSTANCES OF THIS TRANSACTION. THE INFORMATION SET FORTH HEREIN HAS BEEN FURNISHED BY THE CITY AND OBTAINED FROM SOURCES, INCLUDING THE DEVELOPER, WHICH ARE BELIEVED BY THE CITY AND THE UNDERWRITER TO BE RELIABLE, BUT IT IS NOT GUARANTEED AS TO ACCURACY OR COMPLETENESS, AND IS NOT TO BE CONSTRUED AS A REPRESENTATION OF THE UNDERWRITER. THE INFORMATION AND EXPRESSIONS OF OPINION HEREIN ARE SUBJECT TO CHANGE WITHOUT NOTICE, AND NEITHER THE DELIVERY OF THIS LIMITED OFFERING MEMORANDUM, NOR ANY SALE MADE HEREUNDER, SHALL, UNDER ANY CIRCUMSTANCES, CREATE ANY IMPLICATION THAT THERE HAS BEEN NO CHANGE IN THE AFFAIRS OF THE CITY OR THE DEVELOPER SINCE THE DATE HEREOF.

NONE OF THE CITY, THE UNDERWRITER OR THE DEVELOPER MAKE ANY REPRESENTATION AS TO THE ACCURACY, COMPLETENESS, OR ADEQUACY OF THE INFORMATION SUPPLIED BY THE DEPOSITORY TRUST COMPANY FOR USE IN THIS LIMITED OFFERING MEMORANDUM.

THE BONDS HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, NOR HAS THE INDENTURE BEEN QUALIFIED UNDER THE TRUST INDENTURE ACT OF 1939, IN RELIANCE UPON EXEMPTIONS CONTAINED IN SUCH LAWS. THE REGISTRATION OR QUALIFICATION OF THE BONDS UNDER THE SECURITIES LAWS OF ANY JURISDICTION IN WHICH THEY MAY HAVE BEEN REGISTERED OR QUALIFIED, IF ANY, SHALL NOT BE REGARDED AS A RECOMMENDATION THEREOF. NONE OF SUCH JURISDICTIONS, OR ANY OF THEIR AGENCIES, HAVE PASSED UPON THE MERITS OF THE BONDS OR THE ACCURACY OR COMPLETENESS OF THIS LIMITED OFFERING MEMORANDUM.

CERTAIN STATEMENTS INCLUDED OR INCORPORATED BY REFERENCE IN THIS LIMITED OFFERING MEMORANDUM CONSTITUTE "FORWARD-LOOKING STATEMENTS" WITHIN THE MEANING OF THE UNITED STATES PRIVATE SECURITIES LITIGATION REFORM ACT OF 1995, SECTION 21E OF THE UNITED STATES EXCHANGE ACT OF 1934, AS AMENDED, AND SECTION 27A OF THE SECURITIES ACT

OF 1933. SUCH STATEMENTS ARE GENERALLY IDENTIFIABLE BY THE TERMINOLOGY USED, SUCH AS “PLAN,” “EXPECT,” “ESTIMATE,” “PROJECT,” “ANTICIPATE,” “BUDGET” OR OTHER SIMILAR WORDS. THE ACHIEVEMENT OF CERTAIN RESULTS OR OTHER EXPECTATIONS CONTAINED IN SUCH FORWARD-LOOKING STATEMENTS INVOLVE KNOWN AND UNKNOWN RISKS, UNCERTAINTIES AND OTHER FACTORS WHICH MAY CAUSE ACTUAL RESULTS, PERFORMANCE OR ACHIEVEMENTS DESCRIBED TO BE MATERIALLY DIFFERENT FROM ANY FUTURE RESULTS, PERFORMANCE OR ACHIEVEMENTS EXPRESSED OR IMPLIED BY SUCH FORWARD-LOOKING STATEMENTS. THE CITY NEITHER PLANS TO ISSUE ANY UPDATES OR REVISIONS NOR PLANS TO REQUEST THAT THE DEVELOPER PROVIDE ANY UPDATES OR REVISIONS TO THOSE FORWARD-LOOKING STATEMENTS IF OR WHEN ANY OF ITS EXPECTATIONS OR EVENTS, CONDITIONS OR CIRCUMSTANCES ON WHICH SUCH STATEMENTS ARE BASED OCCUR, OTHER THAN AS DESCRIBED UNDER “CONTINUING DISCLOSURE” HEREIN.

THE TRUSTEE HAS NOT PARTICIPATED IN THE PREPARATION OF THIS LIMITED OFFERING MEMORANDUM AND ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OR COMPLETENESS OF ANY INFORMATION CONTAINED IN THIS LIMITED OFFERING MEMORANDUM OR THE RELATED TRANSACTIONS AND DOCUMENTS OR FOR ANY FAILURE BY ANY PARTY TO DISCLOSE EVENTS THAT MAY HAVE OCCURRED AND MAY AFFECT THE SIGNIFICANCE OR ACCURACY OF SUCH INFORMATION.

NEITHER THE UNITED STATES SECURITIES AND EXCHANGE COMMISSION NOR ANY STATE SECURITIES COMMISSION HAS APPROVED OR DISAPPROVED OF THE BONDS OR PASSED UPON THE ADEQUACY OR ACCURACY OF THIS DOCUMENT. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

REFERENCES TO WEBSITE ADDRESSES PRESENTED HEREIN ARE FOR INFORMATIONAL PURPOSES ONLY AND MAY BE IN THE FORM OF A HYPERLINK SOLELY FOR THE READER’S CONVENIENCE. UNLESS SPECIFIED OTHERWISE, SUCH WEBSITES AND THE INFORMATION OR LINKS CONTAINED THEREIN ARE NOT INCORPORATED INTO, AND ARE NOT PART OF, THIS LIMITED OFFERING MEMORANDUM FOR PURPOSES OF, AND AS THAT TERM IS DEFINED IN, THE RULE.

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PRELIMINARY LIMITED OFFERING MEMORANDUM

\$6,385,000*

CITY OF KYLE, TEXAS

(a municipal corporation of the State of Texas located in Hays County)

SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2022

(PLUM CREEK NORTH PUBLIC IMPROVEMENT DISTRICT IMPROVEMENT AREA #1 PROJECT)

INTRODUCTION

The purpose of this Limited Offering Memorandum, including the cover page, the inside cover and the appendices hereto, is to provide certain information in connection with the issuance and sale by the City of Kyle, Texas (the “City”), of its \$6,385,000* aggregate principal amount of Special Assessment Revenue Bonds, Series 2022 (Plum Creek North Public Improvement District Improvement Area #1 Project) (the “Bonds”).

INITIAL PURCHASERS ARE ADVISED THAT THE BONDS BEING OFFERED PURSUANT TO THIS LIMITED OFFERING MEMORANDUM ARE BEING OFFERED INITIALLY TO AND ARE BEING SOLD ONLY TO “ACCREDITED INVESTORS” AS DEFINED IN RULE 501 OF REGULATION D PROMULGATED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE “SECURITIES ACT OF 1933”) AND “QUALIFIED INSTITUTIONAL BUYERS” AS DEFINED IN RULE 144A PROMULGATED UNDER THE SECURITIES ACT OF 1933. PROSPECTIVE INVESTORS SHOULD BE AWARE OF CERTAIN RISK FACTORS, ANY OF WHICH, IF MATERIALIZED TO A SUFFICIENT DEGREE, COULD DELAY OR PREVENT PAYMENT OF PRINCIPAL OF, AND/OR INTEREST ON THE BONDS. THE BONDS ARE NOT A SUITABLE INVESTMENT FOR ALL INVESTORS. SEE “LIMITATIONS APPLICABLE TO INITIAL PURCHASERS,” “BONDHOLDERS’ RISKS” AND “SUITABILITY FOR INVESTMENT.”

The Bonds are being issued by the City pursuant to the Public Improvement District Assessment Act, Subchapter A of Chapter 372, Texas Local Government Code, as amended (the “PID Act”), the ordinance authorizing the issuance of the Bonds expected to be adopted by the City Council of the City (the “City Council”) on March 22, 2022 (the “Bond Ordinance”), and an Indenture of Trust, dated as of March 15, 2022 (the “Indenture”), expected to be entered into by and between the City and BOKF, NA, as trustee (the “Trustee”). The Bonds will be secured by a pledge and lien upon the Trust Estate (as defined in the Indenture) consisting primarily of revenue from special assessments (the “Improvement Area #1 Assessments”) levied against assessed parcels (the “Improvement Area #1 Assessed Property”) located within Improvement Area #1 (as defined herein) of the Plum Creek North Public Improvement District (the “District”), pursuant to a separate ordinance adopted by the City Council on November 16, 2021 (the “Assessment Ordinance”), all to the extent and upon the conditions described in the Indenture. See “SECURITY FOR THE BONDS” and “ASSESSMENT PROCEDURES.”

Reference is made to the Indenture for a full statement of the authority for, and the terms and provisions of, the Bonds. All capitalized terms used in this Limited Offering Memorandum, except as otherwise noted in “ASSESSMENT PROCEDURES,” that are not otherwise defined herein shall have the meanings set forth in the Indenture. See “APPENDIX B — Form of Indenture.”

Set forth herein are brief descriptions of the City, the District, the Developer (as defined herein), the PID Administrator (as defined herein), the Assessment Ordinance, the Bond Ordinance, the Service and Assessment Plan (as defined herein), the Financing and Reimbursement Agreement (as defined herein), the Development Agreement (as defined herein) and the Site Development Agreement (as defined herein), together with summaries of terms of the Bonds and the Indenture and certain provisions of the PID Act. All references herein to such documents and the PID Act are qualified in their entirety by reference to such documents or such PID Act and all references to the Bonds are qualified by reference to the definitive forms thereof and the information with respect thereto contained in the Indenture. Copies of these documents may be obtained during the period of the offering of the Bonds from the Underwriter, FMSbonds, Inc., 5 Cowboys Way, Suite 300-25, Frisco, Texas 75034, telephone number (214) 302-2246. The form of Indenture appears in APPENDIX B and the form of Service and Assessment Plan appears as APPENDIX C. The information provided under this caption “INTRODUCTION” is intended to provide a brief

** Preliminary; subject to change.*

overview of the information provided in the other captions herein and is not intended, and should not be considered, fully representative or complete as to the subjects discussed hereunder.

PLAN OF FINANCE

Development Plan

The District consists of approximately 389.19 acres making up a portion of the northern phase of a larger master planned mixed-use community known as Plum Creek (the “Development”). The southern phase and the remaining portion of the northern phase of the Development are not included within the boundaries of the District. See “THE DEVELOPMENT — Site Development Agreement – Site Development Agreement Plan.” Lennar Homes of Texas Land and Construction, LTD., a Texas limited partnership (the “Developer”), an affiliate of Lennar Corporation, owns all of the land within the District, with the exception of 13 lots that have been sold to homeowners, as of February 15, 2022, as described herein. The Developer plans to develop the District in three phases or improvement areas (each an “Improvement Area”). Such development began with the construction of certain public improvements benefiting the entire District (as further described under “THE AUTHORIZED IMPROVEMENTS — Authorized Improvements – Improvement Area #1 Projects – Major Improvements, the “Major Improvements”) and certain public improvements (as further described under “THE AUTHORIZED IMPROVEMENTS — Authorized Improvements – Improvement Area #1 Projects – Improvement Area #1 Improvements, the “Improvement Area #1 Improvements”) benefiting only the first Improvement Area (“Improvement Area #1”). The Developer anticipates that it will follow with the construction of certain internal public improvements only benefiting future Improvement Areas (the “Future Improvement Areas”) within the District (the “Future Improvement Area Improvements”) based on market demand. The Future Improvement Area Improvements, the Major Improvements and the Improvement Area #1 Improvements are collectively hereinafter referred to as the “Public Improvements.” The land within the District other than Improvement Area #1 is hereinafter referred to as the “Major Improvement Area.” Improvement Area #1 and the Major Improvement Area are further divided into “Sections.” Improvement Area #1 consists of Sections 2-1 and 2-2. The Major Improvement Area consists of Sections 2-3, 2-4 and 2-5. See “THE DEVELOPMENT.” The boundaries of the District and each Section are shown in the “MAP SHOWING CONCEPT PLAN OF THE DISTRICT.”

The Developer finished construction of the utility and road Improvement Area #1 Projects (as defined herein) to serve Section 2-1 of Improvement Area #1 in December of 2020 and the remaining Improvement Area #1 Projects to serve Section 2-1 of Improvement Area #1 in October of 2021. The Developer began construction of the Improvement Area #1 Improvements and the Major Improvements to serve Section 2-2 of Improvement Area #1 in July of 2021. The Developer expects to complete (i) the Improvement Area #1 Improvements and a portion of the Major Improvements to serve Section 2-2 of Improvement Area #1 by the first quarter of 2022 and (ii) the remaining Major Improvements to serve Section 2-2 of Improvement Area #1 by November of 2022. The Developer expects to complete construction of the Major Improvements to serve the Major Improvement Area by 2024.

In addition to the Public Improvements, the Developer is constructing the Amenities (as defined herein), which will be available for use by the residents within the District. The Developer expects to complete construction of certain Amenities by May of 2022 and the remaining Amenities by August of 2024. See “THE DEVELOPMENT — Amenities.”

The total cost of the Improvement Area #1 Improvements and Improvement Area #1’s allocable share of the Major Improvements (collectively, the “Improvement Area #1 Projects”) is forecasted to be approximately \$20,350,332*. The City will finance or pay the Developer for a portion of the actual costs, paid or incurred by or on behalf of the Developer, of the Improvement Area #1 Projects in the approximate amount of \$5,153,647* through the issuance of the Bonds. The balance of the costs of the Improvement Area #1 Projects, in the approximate amount of \$15,196,685* (the “Developer Contribution”), will be or has been financed by the Developer without reimbursement by the City, except as provided in the First Amendment described below. As of February 15, 2022, the Developer has spent approximately \$14,498,564.50 on constructing the Public Improvements, of which \$13,856,557.91 is attributable to the Improvement Area #1 Projects. The Developer expects to spend an additional approximately \$1,959,654.80 on the Improvement Area #1 Projects, which when added to the amount spent as of February 15, 2022 equals \$15,816,212.71, by April of 2022. The City and the Developer entered into the Plum Creek North Public

* Preliminary; subject to change.

Improvement District Financing and Reimbursement Agreement (as amended, the “Financing and Reimbursement Agreement”), which provides, in part, for the deposit of the Improvement Area #1 Assessments and the proceeds from the issuance and sale of the Bonds, and the payment of the actual costs of the Improvement Area #1 Projects. The City and the Developer expect to enter into the First Amendment to the Plum Creek North Public Improvement District Financing and Reimbursement Agreement on March 22, 2022 (the “First Amendment”), pursuant to which, the Developer agrees that prior to drawing down funds in the Project Fund, the Developer must expend amounts equal to the Developer Contribution on constructed Improvement Area #1 Projects and provide reasonable evidence to the City of such constructed Improvement Area #1 Projects. The Developer may not be reimbursed for the Developer Contribution out of Improvement Area #1 Assessments or Bond proceeds unless funds remain in the Project Fund after all other Actual Costs of Improvement Area #1 Projects have been reimbursed to the Developer. See “SECURITY FOR THE BONDS,” “THE AUTHORIZED IMPROVEMENTS,” “THE DEVELOPMENT,” “THE DEVELOPER — History and Financing of the District,” “APPENDIX C — Form of Service and Assessment Plan” and “APPENDIX F — Financing and Reimbursement Agreement and Form of First Amendment.”

Single-Family Residential Development

The District is expected to include approximately 1,216 single family residential lots, consisting of the following four lot types: 35’ lot (“Lot Type 1”), 43’ lot (“Lot Type 2”), 50’ lot (“Lot Type 3”) and 55’ lot (“Lot Type 4”). Improvement Area #1 is expected to include approximately 403 lots, consisting of 64 Lot Type 1, 48 Lot Type 2, 227 Lot Type 3 and 64 Lot Type 4. The Major Improvement Area is expected to include approximately 813 lots, consisting of 70 Lot Type 1, 142 Lot Type 2, 426 Lot Type 3 and 175 Lot Type 4. The Developer is and expects to be the only homebuilder in the District. The Developer began construction of homes in Section 2-1 of Improvement Area #1 in February of 2020 and, as of February 15, 2022, has 161 homes under contract with end-users and 13 homes closed with end-users. See “THE DEVELOPMENT.”

The Bonds

Proceeds of the Bonds will be used to provide funds for (i) paying a portion of the Actual Costs of the Improvement Area #1 Projects, (ii) paying capitalized interest on the Bonds during and after the period of acquisition and construction of the Improvement Area #1 Projects, (iii) funding a reserve account for payment of principal and interest on the Bonds, (iv) paying a portion of the costs incidental to the organization and administration of the District and (v) paying the costs of issuance of the Bonds (collectively, and as more fully defined herein under “THE AUTHORIZED IMPROVEMENTS,” the “Authorized Improvements”). See “SOURCES AND USES OF FUNDS,” “THE AUTHORIZED IMPROVEMENTS” and “APPENDIX B — Form of Indenture.”

Payment of the Bonds is secured by a pledge of and a lien upon the Trust Estate, consisting primarily of Assessments, all to the extent and upon the conditions described herein and in the Indenture. See “SECURITY FOR THE BONDS” and “ASSESSMENT PROCEDURES.”

The Bonds shall never constitute an indebtedness or general obligation of the City, the State of Texas (the “State”) or any other political subdivision of the State, within the meaning of any constitutional provision or statutory limitation whatsoever, but the Bonds are limited and special obligations of the City payable solely from the Trust Estate as provided in the Indenture. Neither the faith and credit nor the taxing power of the City, the State or any other political subdivision of the State is pledged to the payment of the Bonds.

Additional Indebtedness

Concurrently with the issuance of the Bonds, the City expects to issue its \$2,730,000* Special Assessment Revenue Bonds, Series 2022 (Plum Creek North Improvement District Major Improvement Area Project) (the “MIA Bonds”) to (i) finance the costs of the Major Improvement Area’s proportionate share of the Major Improvements (the “Major Improvement Area Projects”), (ii) pay capitalized interest on the MIA Bonds during and after the period of acquisition and construction of the Major Improvement Area Projects, (iii) fund a reserve account for payment of principal of and interest on the MIA Bonds, (iv) pay a portion of the costs incidental to the organization and administration of the District, and (v) pay the costs of issuance of the MIA Bonds. The MIA Bonds will be secured by assessments levied against assessable property within the Major Improvement Area only (the “MIA Assessments”).

* Preliminary; subject to change.

Landowners in the Major Improvement Area do not pay Improvement Area #1 Assessments. **The MIA Assessments are not security for the Bonds.**

The City expects to issue one or more series of future phased bonds (each such series of bonds a “Future Improvement Area Bond”) to finance the cost of Future Improvement Area Improvements benefiting specific Future Improvement Areas within the Major Improvement Area as the development proceeds. The estimated costs of the Future Improvement Area Improvements will be determined as the Future Improvement Areas of the District are developed, and the Service and Assessment Plan will be updated to identify the improvements authorized by the PID Act to be financed by each new series of Future Improvement Area Bonds. Such Future Improvement Area Bonds will be secured by separate assessments (the “Future Improvement Area Assessments”) levied pursuant to the PID Act on assessable property within the applicable Future Improvement Area of the District (the “Future Improvement Area Assessed Property”) that benefit from the Future Improvement Area Improvements being financed.

The Bonds, the MIA Bonds, and any Future Improvement Area Bonds issued by the City are separate and distinct issues of securities secured by separate assessments. The MIA Bonds, any Refunding Bonds (as defined herein), and any Future Improvement Area Bonds to be issued by the City are not offered pursuant to this Limited Offering Memorandum. Investors interested in purchasing any of these other City obligations should refer to the offering documents related thereto, when and if available.

LIMITATIONS APPLICABLE TO INITIAL PURCHASERS

Each initial purchaser is advised that the Bonds being offered pursuant to this Limited Offering Memorandum are being offered and sold only to “accredited investors” as defined in Rule 501 of Regulation D promulgated under the Securities Act of 1933 and “qualified institutional buyers” as defined in Rule 144A promulgated under the Securities Act of 1933. Each initial purchaser of the Bonds (each, an “Investor”) will be deemed to have acknowledged, represented and warranted to the City as follows:

1. The Investor has authority and is duly authorized to purchase the Bonds and to execute the investment letter and any other instruments and documents required to be executed by the Investor in connection with the purchase of the Bonds.
2. The Investor is an “accredited investor” under Rule 501 of Regulation D of the Securities Act of 1933 or a “qualified institutional buyer” under Rule 144A of the Securities Act of 1933, and therefore, has sufficient knowledge and experience in financial and business matters, including purchase and ownership of municipal and other tax-exempt obligations, to be able to evaluate the risks and merits of the investment represented by the Bonds.
3. The Bonds are being acquired by the Investor for investment and not with a view to, or for resale in connection with, any distribution of the Bonds, and the Investor intends to hold the Bonds solely for its own account for investment purposes and for an indefinite period of time, and does not intend at this time to dispose of all or any part of the Bonds. However, the investor may sell the Bonds at any time the Investor deems appropriate. The Investor understands that it may need to bear the risks of this investment for an indefinite time, since any sale prior to maturity may not be possible.
4. The Investor understands that the Bonds are not registered under the Securities Act of 1933 and that such registration is not legally required as of the date hereof; and further understands that the Bonds (a) are not being registered or otherwise qualified for sale under the “Blue Sky” laws and regulations of any state, (b) will not be listed in any stock or other securities exchange, and (c) will not carry a rating from any rating service.
5. The Investor acknowledges that it has either been supplied with or been given access to information, including financial statements and other financial information, and the Investor has had the opportunity to ask questions and receive answers from knowledgeable individuals concerning the City, the Improvement Area #1 Projects, the Bonds, the security therefor, and such other information as the Investor has deemed necessary or desirable in connection with its decision to purchase the Bonds (collectively, the “Investor Information”). The Investor has received a copy of this Limited Offering Memorandum relating to the Bonds. The Investor acknowledges that it has assumed responsibility for its review of the Investor Information, and it has not relied upon any advice, counsel, representation or information from the City in connection with the Investor’s purchase of the Bonds. The Investor agrees that none of the City, its councilmembers, officers, or employees shall have any liability to the Investor whatsoever for or in connection with the Investor’s decision to purchase the Bonds except for gross negligence, fraud

or willful misconduct. For the avoidance of doubt, it is acknowledged that the Underwriter is not deemed an officer or employee of the City.

6. The Investor acknowledges that the obligations of the City under the Indenture are special, limited obligations payable solely from amounts paid by the City pursuant to the terms of the Indenture and the City shall not be directly or indirectly or contingently or morally obligated to use any other moneys or assets of the City for amounts due under the Indenture. The Investor understands that the Bonds are not secured by any pledge of any moneys received or to be received from taxation by the City, the State or any political subdivision or taxing district thereof; that the Bonds will never represent or constitute a general obligation or a pledge of the faith and credit of the City, the State or any political subdivision thereof; that no right will exist to have taxes levied by the State or any political subdivision thereof for the payment of principal and interest on the Bonds; and that the liability of the City and the State with respect to the Bonds is subject to further limitations as set forth in the Bonds and the Indenture.

7. The Investor has made its own inquiry and analysis with respect to the Bonds and the security therefor. The Investor is aware that the development of the District involves certain economic and regulatory variables and risks that could adversely affect the security for the Bonds.

8. The Investor acknowledges that the sale of the Bonds to the Investor is made in reliance upon the certifications, representations and warranties described in items 1-7 above.

DESCRIPTION OF THE BONDS

General Description

The Bonds will mature on the dates and in the amounts set forth in the inside cover page of this Limited Offering Memorandum. Interest on the Bonds will accrue from their date of delivery to the Underwriter (the "Closing Date") and will be computed on the basis of a 360-day year of twelve 30-day months and will be payable on each March 1 and September 1, commencing September 1, 2022* (each, an "Interest Payment Date"), until maturity or prior redemption. BOKF, NA is the initial Paying Agent and Registrar for the Bonds.

The Bonds will be issued in fully registered form, without coupons, in authorized denominations of \$100,000 of principal and any integral multiple of \$1,000 in excess thereof ("Authorized Denominations"). Notwithstanding the foregoing, Authorized Denominations shall also include Bonds issued in \$1,000 in principal amount and integral multiples of \$1,000 in the following instances: (A) any Bonds or any portion thereof that have been redeemed in part or (B) any Bonds or any portion thereof that have been defeased in part; provided, however, that upon receipt by the Paying Agent/Registrar of written evidence that the Bonds have received an Investment Grade Rating, Authorized Denomination shall mean \$1,000 or any integral multiple thereof, notwithstanding any subsequent downgrade, suspension or withdrawal of such rating. Upon initial issuance, the ownership of the Bonds will be registered in the name of Cede & Co., as nominee for The Depository Trust Company, New York, New York ("DTC"), and purchases of beneficial interests in the Bonds will be made in book-entry only form. See "BOOK-ENTRY-ONLY SYSTEM" and "SUITABILITY FOR INVESTMENT."

Redemption Provisions

Optional Redemption. The City reserves the right and option to redeem Bonds before their scheduled maturity date, in whole or in part, in amounts equal to Authorized Denominations, on or after September 1, 20__, such redemption date or dates to be fixed by the City, at the redemption price of 100% of the principal amount of the Bonds to be redeemed, plus accrued and unpaid interest to the date of redemption (the "Redemption Price").

Extraordinary Optional Redemption. The City reserves the right and option to redeem the Bonds before their respective scheduled maturity dates, in whole or in part, on the first day of any month, at the Redemption Price from amounts on deposit in the Redemption Fund as a result of Prepayments (including related transfers to the Redemption Fund made pursuant to the Indenture). The City shall notify the Trustee in writing at least 45 days before the scheduled extraordinary optional redemption date fixed by the City, or such other time period as the Trustee and the City shall

* Preliminary; subject to change.

mutually agree. See “ASSESSMENT PROCEDURES — Prepayment of Assessments” for the definition and description of Prepayments.

Notwithstanding the foregoing, the Trustee will not be required to make an extraordinary optional redemption unless it has at least \$1,000 available in the Redemption Fund with which to redeem the Bonds.

In lieu of redeeming the Bonds with the funds described in this Section, the City may purchase the Bonds in the open market of the maturity to be redeemed at the price not in excess of that provided in the Indenture.

Mandatory Sinking Fund Redemption. The Bonds are subject to mandatory sinking fund redemption prior to their Stated Maturity and will be redeemed by the City in part at the Redemption Price from moneys available for such purpose in the Principal and Interest Account of the Bond Fund pursuant to the Indenture, on the dates and in the respective Sinking Fund Installments as set forth in the following schedules:

\$ _____ Bonds Maturing September 1, 20__	
<u>Redemption Date</u>	<u>Sinking Fund Installment</u>
September 1, 20__	\$ _____
September 1, 20__ [†]	

[†] Stated Maturity

\$ _____ Bonds Maturing September 1, 20__	
<u>Redemption Date</u>	<u>Sinking Fund Installment</u>
September 1, 20__	\$ _____
September 1, 20__	
September 1, 20__ [†]	

[†] Stated Maturity

At least 45 days prior to each mandatory sinking fund redemption date, and subject to any prior reduction authorized by the Indenture, the Trustee shall select by lot, a principal amount of Bonds of such maturity equal to the Sinking Fund Installment amount of such Bonds to be redeemed on such mandatory sinking fund redemption date, shall call such Bonds for redemption on such scheduled mandatory sinking fund redemption date, and shall give notice of such redemption, as provided in the Indenture.

The principal amount of Bonds of a Stated Maturity required to be redeemed on any mandatory sinking fund redemption date shall be reduced, at the option of the City, by the principal amount of any Bonds of such maturity which, at least 45 days prior to the mandatory sinking fund redemption date, shall have been acquired by the City at a price not exceeding the principal amount of such Bonds plus accrued and unpaid interest to the date of purchase thereof, and delivered to the Trustee for cancellation.

The principal amount of Bonds required to be redeemed on any mandatory sinking fund redemption date shall be reduced on a pro rata basis among Sinking Fund Installments by the principal amount of any Bonds which, at least 45 days prior to the mandatory sinking fund redemption date, shall have been redeemed pursuant to the optional redemption or extraordinary optional redemption provisions and not previously credited to a mandatory sinking fund redemption.

Partial Redemption. If less than all of the Bonds are to be redeemed pursuant to the Indenture, Bonds shall be redeemed in increments of \$1,000 or any integral thereof. Each Bond shall be treated as representing the number of Bonds that is obtained by dividing the principal amount of such Bond by \$1,000. No redemption shall result in a Bond in a denomination of less than the Authorized Denomination in effect at that time; provided, however, if the amount of the Outstanding Bond is less than an Authorized Denomination after giving effect to such partial redemption, a Bond in the principal amount equal to the unredeemed portion, but not less than \$1,000, may be issued.

In selecting the Bonds to be redeemed pursuant to the mandatory sinking fund redemption provisions, the Trustee may select Bonds in any method that results in a random selection.

In selecting the Bonds to be redeemed pursuant to the optional redemption provisions, the Trustee may rely on the directions provided in a City Certificate.

If less than all of the Bonds are called for extraordinary optional redemption, the Bonds or portion of a Bond, as applicable, to be redeemed shall be allocated on a pro rata basis (as nearly as practicable) among all Outstanding Bonds.

Upon surrender of any Bond for redemption in part, the Trustee, in accordance with the provisions of the Indenture, shall authenticate and deliver and exchange the Bond or Bonds in an aggregate principal amount equal to the unredeemed portion of the Bond so surrendered, which shall be an Authorized Denomination. A new Bond representing the unredeemed balance of such Bond shall be issued to the Owner thereof, such exchange being without charge.

Notice of Redemption. Upon written direction of the City to the Trustee of the exercise of any redemption provision under the Indenture, the Trustee shall give notice of any redemption of Bonds by sending notice by first class United States mail, postage prepaid, not less than 30 days before the date fixed for redemption, to the Owner of each Bond or portion thereof to be redeemed, at the address shown in the Register. The notice shall state the redemption date, the Redemption Price, the place at which the Bonds are to be surrendered for payment, and, if less than all the Bonds Outstanding are to be redeemed, and subject to the Indenture, an identification of the Bonds or portions thereof to be redeemed, any conditions to such redemption and that on the redemption date, if all conditions, if any, to such redemption have been satisfied, such Bond shall become due and payable. Any such notice shall be conclusively presumed to have been duly given, whether or not the Owner receives such notice. Notice of redemption having been given as provided in the Indenture, the Bonds or portions thereof called for redemption shall become due and payable on the date fixed for redemption provided that funds for the payment of the Redemption Price of such Bonds or the principal of and interest on the Bonds, as applicable, to the date fixed for redemption are on deposit with the Trustee; thereafter, such Bonds or portions thereof shall cease to bear interest from and after the date fixed for redemption, whether or not such Bonds are presented and surrendered for payment on such date.

With respect to any optional redemption of the Bonds, unless the Trustee has received funds sufficient to pay the Redemption Price of the Bonds to be redeemed before giving of a notice of redemption, the notice may state the City may condition redemption on the receipt of such funds by the Trustee on or before the date fixed for the redemption, or on the satisfaction of any other prerequisites set forth in the notice of redemption. If a conditional notice of redemption is given and such prerequisites to the redemption and sufficient funds are not received, the notice shall be of no force and effect, the City shall not redeem the Bonds and the Trustee shall give notice, in the manner in which the notice of redemption was given, that the Bonds have not been redeemed.

The City has the right to rescind any optional redemption or extraordinary optional redemption by written notice to the Trustee on or prior to the date fixed for redemption. Any notice of redemption shall be cancelled and annulled if for any reason funds are not available on the date fixed for redemption for the payment in full of the Bonds then called for redemption, and such cancellation shall not constitute an Event of Default under the Indenture. Upon written direction from the City, the Trustee shall mail notice of rescission of redemption in the same manner notice of redemption was originally provided.

BOOK-ENTRY-ONLY SYSTEM

This section describes how ownership of the Bonds is to be transferred and how the principal of, premium, if any, and interest on the Bonds are to be paid to and credited by DTC, while the Bonds are registered in its nominee name. The information in this section concerning DTC and the Book-Entry-Only System has been provided by DTC for use in disclosure documents such as this Limited Offering Memorandum. The City and the Underwriter believe the source of such information to be reliable, but neither the City nor the Underwriter takes responsibility for the accuracy or completeness thereof.

The City cannot and does not give any assurance that (1) DTC will distribute payments of debt service on the Bonds, or redemption or other notices, to DTC Participants, (2) DTC Participants or others will distribute debt service payments paid to DTC or its nominee (as the registered owner of the Bonds), or redemption or other notices, to the Beneficial Owners (as defined herein), or that they will do so on a timely basis or (3) DTC will serve and act in the manner described in this Limited Offering Memorandum. The current rules applicable to DTC are on file with the SEC, and the current procedures of DTC to be followed in dealing with DTC Participants are on file with DTC.

DTC will act as securities depository for the Bonds. The Bonds will be issued as fully-registered securities registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered security certificate will be issued for each maturity of the Bonds, each in the aggregate principal amount of such maturity, and will be deposited with DTC.

DTC, the world's largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC's participants ("Direct Participants") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC, is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its registered subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing companies that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). Direct Participants and Indirect Participants are collectively referred to herein as "Participants." DTC has an S&P Global Ratings' rating of "AA+". The DTC Rules applicable to its Participants are on file with the SEC. More information about DTC can be found at www.dtcc.com.

Purchases of Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the Bonds on DTC's records. The ownership interest of each actual purchaser of each Bond ("Beneficial Owner") is in turn to be recorded on the Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Bonds are to be accomplished by entries made on the books of Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in Bonds, except in the event that use of the book-entry system for the Bonds is discontinued.

To facilitate subsequent transfers, all Bonds deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of Bonds with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not affect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Bonds; DTC's records reflect only the identity of the Direct Participants to whose accounts such Bonds are credited, which may or may not be the Beneficial Owners. The Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of Bonds may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Bonds, such as redemptions, tenders, defaults, and proposed amendments to the Bond documents. For example, Beneficial Owners of Bonds may wish to ascertain that the nominee holding the Bonds for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the registrar and request that copies of notices be provided directly to them.

Redemption notices shall be sent to DTC. If less than all Bonds of the same maturity are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant of such maturity to be redeemed.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to Bonds unless authorized by a Direct Participant in accordance with DTC's Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the City as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Principal, interest and all other payments on the Bonds will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from the City or Paying Agent/Registrar, on the payment date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC nor its nominee, the Trustee, the Paying Agent/Registrar, or the City, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of principal, interest and payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the Trustee, the Paying Agent/Registrar or the City, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Participants.

DTC may discontinue providing its services as securities depository with respect to the Bonds at any time by giving reasonable notice to the City or the Trustee. Under such circumstances, in the event that a successor securities depository is not obtained, Bond certificates are required to be printed and delivered.

The City may decide to discontinue use of the system of book-entry transfers through DTC (or a successor securities depository). In that event, Bond certificates will be printed and delivered. Thereafter, Bond certificates may be transferred and exchanged as described in the Indenture.

The information in this section concerning DTC and DTC's book-entry system has been obtained from sources that the City believes to be reliable, but none of the City, the City's Financial Advisor or the Underwriter take any responsibility for the accuracy thereof.

NONE OF THE CITY, THE TRUSTEE, THE PAYING AGENT, THE CITY'S FINANCIAL ADVISOR OR THE UNDERWRITER WILL HAVE ANY RESPONSIBILITY OR OBLIGATION TO THE DTC PARTICIPANTS OR THE PERSONS FOR WHOM THEY ACT AS NOMINEE WITH RESPECT TO THE PAYMENTS TO OR THE PROVIDING OF NOTICE FOR THE DTC PARTICIPANTS, THE INDIRECT PARTICIPANTS OR THE BENEFICIAL OWNERS OF THE BONDS. THE CITY CANNOT AND DOES NOT GIVE ANY ASSURANCES THAT DTC, THE DTC PARTICIPANTS OR OTHERS WILL DISTRIBUTE PAYMENTS OF PRINCIPAL OF OR INTEREST ON THE BONDS PAID TO DTC OR ITS NOMINEE, AS THE REGISTERED OWNER, OR PROVIDE ANY NOTICES TO THE BENEFICIAL OWNERS OR THAT THEY WILL DO SO ON A TIMELY BASIS, OR THAT DTC WILL ACT IN THE MANNER DESCRIBED IN THIS LIMITED OFFERING MEMORANDUM. THE CURRENT RULES APPLICABLE TO DTC ARE ON FILE WITH THE SECURITIES AND EXCHANGE COMMISSION, AND THE CURRENT PROCEDURES OF DTC TO BE FOLLOWED IN DEALING WITH DTC PARTICIPANTS ARE ON FILE WITH DTC.

SECURITY FOR THE BONDS

General

THE BONDS ARE SPECIAL, LIMITED OBLIGATIONS OF THE CITY PAYABLE SOLELY FROM THE PLEDGED REVENUES AND OTHER FUNDS COMPRISING THE TRUST ESTATE, AS AND TO THE EXTENT PROVIDED IN THE INDENTURE. THE BONDS DO NOT GIVE RISE TO A CHARGE AGAINST THE GENERAL CREDIT OR TAXING POWER OF THE CITY AND ARE PAYABLE SOLELY FROM THE SOURCES IDENTIFIED IN THE INDENTURE. THE OWNERS OF THE BONDS SHALL NEVER HAVE THE RIGHT TO DEMAND PAYMENT THEREOF OUT OF MONEY RAISED OR TO BE RAISED BY TAXATION, OR OUT OF ANY FUNDS OF THE CITY OTHER THAN THE PLEDGED REVENUES, AS AND TO THE EXTENT PROVIDED IN THE INDENTURE. NO OWNER OF THE BONDS SHALL HAVE THE RIGHT TO DEMAND ANY EXERCISE OF THE CITY'S TAXING POWER TO PAY THE PRINCIPAL OF THE BONDS OR THE INTEREST OR REDEMPTION PREMIUM, IF ANY, THEREON. THE CITY SHALL HAVE NO LEGAL

OR MORAL OBLIGATION TO PAY THE BONDS OUT OF ANY FUNDS OF THE CITY OTHER THAN THE PLEDGED REVENUES AND OTHER FUNDS COMPRISING THE TRUST ESTATE. SEE “APPENDIX B — FORM OF INDENTURE.”

The following is a summary of certain provisions contained in the Indenture. Reference is made to the Indenture for a full statement of the terms and provisions of the Bonds. Investors must read the entire Indenture to obtain information essential to the making of an informed investment decision. See “APPENDIX B — Form of Indenture.”

The principal of, premium, if any, and interest on the Bonds will be secured by a pledge of and a lien upon the pledged revenues (the “Pledged Revenues”), consisting primarily of the Improvement Area #1 Assessments levied against the Improvement Area #1 Assessed Property and other funds comprising the Trust Estate, all to the extent and upon the conditions described herein and in the Indenture. In accordance with the PID Act, on November 16, 2021, the City approved a service and assessment plan (as updated, amended and supplemented from time to time, including specifically as amended by the 2022 Amended and Restated Service and Assessment Plan expected to be approved on March 22, 2022, the “Service and Assessment Plan”), which describes the special benefit received by the Improvement Area #1 Assessed Property, provides the basis and justification for the determination of special benefit on the Improvement Area #1 Assessed Property, establishes the methodology for the levy of the Improvement Area #1 Assessments and provides for the allocation of Pledged Revenues for payment of principal of, premium, if any, and interest on the Bonds. The Service and Assessment Plan is reviewed and updated at least annually (each, an “Annual Service Plan Update”) for the purpose of determining the annual budget for improvements and the Annual Installments (as defined below) of Improvement Area #1 Assessments due in a given year. The determination by the City of the assessment methodology set forth in the Service and Assessment Plan is the result of the discretionary exercise by the City Council of its legislative authority and governmental powers and is conclusive and binding on all current and future landowners within the District. See “APPENDIX C — Form of Service and Assessment Plan.”

Pledged Revenues

The City is authorized by the PID Act, the Assessment Ordinance and other provisions of applicable law to finance the Authorized Improvements by levying Improvement Area #1 Assessments upon the Improvement Area #1 Assessed Property. For a description of the assessment methodology and the amounts of Improvement Area #1 Assessments levied in Improvement Area #1, see “ASSESSMENT PROCEDURES” and “APPENDIX C — Form of Service and Assessment Plan.”

Pursuant to the Indenture, the following terms are assigned the following meanings:

“Additional Interest” means the amount collected by application of the Additional Interest Rate.

“Additional Interest Rate” means the incremental interest rate charged on the Improvement Area #1 Assessments securing the Bonds, in excess of the interest rate charged on the Bonds, in the amount of one-half of one percent (0.50%) as authorized pursuant to the PID Act.

“Annual Installment” means with respect to the Improvement Area #1 Assessments, the annual installment payments of an Improvement Area #1 Assessment calculated by the PID Administrator and approved by the City Council, including: (i) principal; (ii) interest; (iii) Annual Collection Costs (as defined herein); and (iv) the Additional Interest.

“Improvement Area #1 Assessment Revenues” means monies collected by or on behalf of the City from any one or more of the following: (i) an Improvement Area #1 Assessment levied against an Improvement Area #1 Assessed Property, or Annual Installment payment thereof, including any interest on such Improvement Area #1 Assessment or Annual Installment thereof during any period of delinquency, (ii) a Prepayment, and (iii) Foreclosure Proceeds.

“Pledged Funds” means, collectively, the Pledged Revenue Fund, the Bond Fund, the Project Fund, the Reserve Fund, and the Redemption Fund.

“Pledged Revenues” means the sum of (i) Improvement Area #1 Assessment Revenue (other than Annual Collection Costs and Delinquent Collection Costs); (ii) the moneys held in any of the Pledged Funds; and (iii) any additional revenues that the City may pledge to the payment of Bonds.

“Quarter in Interest” means as of any particular date of calculation, the Owners of no less than 25% of the principal amount of the then Outstanding Bonds. In the event that two or more groups of Owners satisfy the percentage requirement set forth in the immediately preceding sentence and act (or direct the Trustee in writing to act) in a conflicting manner, only the group of Owners with the greatest percentage of Outstanding Bonds (as measured in accordance with the immediately preceding sentence) shall, to the extent of such conflict, be deemed to satisfy such requirement

Collection and Deposit of Assessments

The Improvement Area #1 Assessments on each parcel, tract or lot which are to be collected in each year during the term of the Bonds are shown on the Assessment Roll (as defined herein). The Improvement Area #1 Assessments, together with the interest thereon, will be deposited in the Pledged Revenue Fund for the payment of the principal of and interest on the Bonds, as and to the extent provided in the Service and Assessment Plan and the Indenture. See “SECURITY FOR THE BONDS — Pledged Revenue Fund.”

The Improvement Area #1 Assessments assessed to pay debt service on the Bonds together with interest thereon, are payable in Annual Installments established by the Assessment Ordinance and the Service and Assessment Plan to correspond, as nearly as practicable, to the debt service requirements for the Bonds. An Annual Installment of an Improvement Area #1 Assessment will be made payable in the Assessment Ordinance in each City fiscal year preceding the date of final maturity of the Bonds which, if collected, will be sufficient to pay debt service requirements attributable to the Improvement Area #1 Assessment in the Service and Assessment Plan. Each Annual Installment is payable as provided in the Service and Assessment Plan and the Assessment Ordinance.

The portions of the Annual Installments of Improvement Area #1 Assessments collected to pay Annual Collection Costs and Delinquent Collection Costs will be deposited in the Administrative Fund and shall not constitute Pledged Revenues.

Unconditional Levy of Improvement Area #1 Assessments

The City will impose Improvement Area #1 Assessments on the Improvement Area #1 Assessed Property to pay the principal of and interest on the Bonds scheduled for payment from Pledged Revenues as described in the Indenture and in the Service and Assessment Plan and coming due during each fiscal year. The Improvement Area #1 Assessments shall be effective on the date of, and strictly in accordance with the terms of, the Assessment Ordinance, which was adopted by the City Council on November 16, 2021. Each Improvement Area #1 Assessment may be paid immediately in full or in periodic Annual Installments over a period of time equal to the term of the Bonds, which installments shall include interest on the Improvement Area #1 Assessments. Pursuant to the Assessment Ordinance, interest on the Improvement Area #1 Assessments for each lot within Improvement Area #1 will begin to accrue on the date specified in the Service and Assessment Plan and, prior to issuance of the Bonds, is calculated at a rate specified in the Assessment Ordinance. After issuance of the Bonds, Additional Interest on the Improvement Area #1 Assessments for each lot within Improvement Area #1 will accrue at the rate of 0.50% as specified in the Assessment Ordinance. The rate of Additional Interest may not exceed a rate that is 0.50% higher than the actual interest rate of the Bonds, pursuant to Section 372.018 of the PID Act. Each Annual Installment, including the interest on the unpaid amount of an Improvement Area #1 Assessment, shall be calculated annually and shall be due on or about October 1 of each year. Each Annual Installment together with interest thereon shall be delinquent if not paid prior to February 1 of the following year.

As authorized by Section 372.018(b) of the PID Act, the City will levy, assess and collect, each year while the Bonds are Outstanding and unpaid, as part of the Annual Installment, an amount to pay the annual costs incurred by the City in the administration and operation of the District (the “Annual Collection Costs”). The portion of each Annual Installment of an Improvement Area #1 Assessment used to pay Annual Collection Costs shall remain in effect each year until all Bonds are finally paid or until the City adjusts the amount of the levy after an annual review in any year pursuant to Section 372.013 of the PID Act. The amount collected to pay Annual Collection Costs shall be due in the manner set forth in the Assessment Ordinance on or about October 1 of each year and shall be delinquent if not

paid by February 1 of the following year. **Amounts collected for Annual Collection Costs do not secure repayment of the Bonds.**

There is no discount for the early payment of Improvement Area #1 Assessments.

The PID Act provides that the Improvement Area #1 Assessments (including any reassessment, with interest, the expense of collection and reasonable attorney's fees, if incurred) are a first and prior lien (the "Assessment Lien") against the Improvement Area #1 Assessed Property, superior to all other liens and claims, except liens and claims for the State, county, school district, or municipality for ad valorem taxes and are a personal liability of and charge against the owners of property, regardless of whether the owners are named. Pursuant to the PID Act, the Assessment Lien is effective from the date of the Assessment Ordinance until the Improvement Area #1 Assessments are paid (or otherwise discharged) and is enforceable by the City Council in the same manner that an ad valorem property tax levied against real property may be enforced by the City Council. See "ASSESSMENT PROCEDURES" herein. The Assessment Lien is superior to any homestead rights of a property owner that are properly claimed after the adoption of the Assessment Ordinance. However, an Assessment Lien may not be foreclosed upon if any homestead rights of a property owner were properly claimed prior to the adoption of the Assessment Ordinance ("Pre-existing Homestead Rights") for as long as such rights are maintained on the property. See "BONDHOLDERS' RISKS — Assessment Limitations."

Failure to pay an Annual Installment when due will not accelerate the payment of the remaining Annual Installments of the Improvement Area #1 Assessments and such remaining Annual Installments (including interest) will continue to be due and payable at the same time and in the same amount and manner as if such default had not occurred.

Perfected Security Interest

The lien on and pledge of the Trust Estate will be valid and binding and fully perfected from and after the Closing Date, without physical delivery or transfer of control of the Trust Estate, the filing of the Indenture or any other act; all as provided in Chapter 1208 of the Texas Government Code, as amended, which applies to the issuance of the Bonds and the pledge of the Trust Estate granted by the City under the Indenture, and such pledge is therefore valid, effective and perfected. If State law is amended at any time while the Bonds are Outstanding such that the pledge of the Trust Estate granted by the City under the Indenture is to be subject to the filing requirements of Chapter 9, Business and Commerce Code, then in order to preserve to the Owners of the Bonds the perfection of the security interest in said pledge, the City agrees to take such measures as it determines are reasonable and necessary under State law to comply with the applicable provisions of Chapter 9, Business and Commerce Code and enable a filing to perfect the security interest in said pledge to occur.

Pledged Revenue Fund

On or before February 20, 2023, and on or before February 20 and August 20 of each year thereafter while the Bonds are Outstanding, the City shall deposit or cause to be deposited all Pledged Revenues, other than the Pledged Revenues on deposit in the IA #1 Project Collection Fund, which revenues shall be transferred in accordance with the provisions set forth under "— IA #1 Project Collection Fund" herein, into the Pledged Revenue Fund. As soon as practicable following deposit into the Pledged Revenue Fund pursuant to the preceding sentence of the provisions set forth under "— IA #1 Project Collection Fund" herein, the Trustee shall apply the Pledged Revenues in the following order of priority: (i) *first*, retain in the Pledged Revenue Fund an amount sufficient to pay debt service on the Bonds next coming due in such calendar year; (ii) *second*, deposit to the Reserve Account of the Reserve Fund an amount to cause the amount in the Reserve Account to equal the Reserve Account Requirement; (iii) *third*, deposit to the Additional Interest Reserve Account of the Reserve Fund an amount equal to the Additional Interest to cause the amount in the Additional Interest Reserve Account to equal the Additional Interest Reserve Requirement; (iv) *fourth*, to pay other Actual Costs of the Improvement Area IA #1 Projects; and (v) *fifth*, to pay other costs permitted by the PID Act. Along with each transfer to the Trustee, the City shall provide a City Certificate as to the funds, accounts and payments into which the amounts are to be deposited or paid.

Along with each deposit of Pledged Revenues to the Pledged Revenue Fund, the City shall provide a City Certificate to the Trustee as to (i) the Funds and Accounts into which the amounts are to be deposited or retained, as applicable, and (ii) the amounts of any payments to be made from such Funds and Accounts.

From time to time as needed to pay the obligations relating to the Bonds, but no later than five Business Days before each Interest Payment Date, the Trustee shall withdraw from the Pledged Revenue Fund and transfer to the Principal and Interest Account of the Bond Fund, an amount, taking into account any amounts then on deposit in such Principal and Interest Account and any expected transfers from the Capitalized Interest Account to the Principal and Interest Account, such that the amount on deposit in the Principal and Interest Account equals the principal (including any Sinking Fund Installments) and interest due on the Bonds on the next Interest Payment Date.

If, after the foregoing transfers and any transfer from the Reserve Fund (as described under the subcaptions “Reserve Account of the Reserve Fund” and “Additional Interest Reserve Account of the Reserve Fund” below), there are insufficient funds to make the payments to the Principal and Interest Account of the Bond Fund described above, the Trustee shall apply the available funds in the Principal and Interest Account first to the payment of interest, then to the payment of principal (including any Sinking Fund Installments) on the Bonds.

Notwithstanding the above, the Trustee shall deposit within two Business Days after receipt Prepayments to the Pledged Revenue Fund and after such deposit shall transfer such Prepayments to the Redemption Fund.

Notwithstanding the above, the Trustee shall deposit within two Business Days after receipt Foreclosure Proceeds to the Pledged Revenue Fund and after such deposit shall transfer Foreclosure Proceeds, as directed by the City pursuant to a City Certificate, *first* to the Reserve Fund to restore any transfers from the accounts within the Reserve Fund made with respect to the Improvement Area #1 Assessed Property or Improvement Area #1 Assessed Properties to which the Foreclosure Proceeds relate (*first*, to replenish the Reserve Account Requirement, and *second*, to replenish the Additional Interest Reserve Requirement), and *second*, to the Redemption Fund.

After satisfaction of the requirement to provide for the final payment of the principal and interest on the Bonds and to fund any deficiency that may exist in any Account of the Reserve Fund and transfer of funds set forth in (i)-(iv) of the first paragraph under this subcaption, the City may direct the Trustee by City Certificate to apply Improvement Area #1 Assessments for any lawful purposes permitted by the PID Act for which Improvement Area #1 Assessments may be applied. The Trustee may rely on such written direction of the City and shall have no obligation to determine the lawful purposes permitted under the PID Act.

IA #1 Project Collection Fund

While any Bonds are Outstanding, another taxing unit or an appraisal district, by agreement with the City, may collect Improvement Area #1 Assessment Revenue on the City’s behalf. If such taxing unit or appraisal district presents or otherwise tenders to the Trustee such collected Improvement Area #1 Assessment Revenue for deposit on the City’s behalf, the Trustee shall accept such Improvement Area #1 Assessment Revenue and deposit the same into the IA #1 Project Collection Fund. The Trustee shall, as directed by the City pursuant to a City Certificate, deposit or cause to be deposited all of that portion of the Improvement Area IA #1 Assessment Revenue deposited into the IA #1 Project Collection Fund that consists of the Annual Collection Costs to the Administrative Fund and, as directed pursuant to a City Certificate, deposit or cause to be deposited all of that portion of the Improvement Area IA #1 Assessment Revenue deposited into the IA #1 Project Collection Fund that consists of Pledged Revenue into the Pledged Revenue Fund. The City shall provide such City Certificate on or before February 20, 2023 and every August 20 and February 20 thereafter while the Bonds are outstanding.

THE IA #1 PROJECT COLLECTION FUND IS NOT A PLEDGED FUND.

Bond Fund

On each Interest Payment Date, the Trustee shall withdraw from the Principal and Interest Account of the Bond Fund and transfer to the Paying Agent/Registrar the principal (including any Sinking Fund Installments) and interest then due and payable on the Bonds, less any amount to be used to pay interest on the Bonds on such Interest Payment Date from the Capitalized Interest Account as provided below. If amounts in the Principal and Interest Account are insufficient to pay the amounts due on the Bonds on an Interest Payment Date, the Trustee shall withdraw from the Reserve Fund amounts to cover the amount of such insufficiency pursuant to the Indenture. Amounts so withdrawn from the Reserve Fund shall be deposited in the Principal and Interest Account of the Bond Fund and transferred to the Paying Agent/Registrar.

Moneys in the Capitalized Interest Account of the Bond Fund shall be used for the payment of a portion of the interest due on the Bonds on the following dates and in the following amounts:

<u>Date</u>	<u>Amount</u>
September 1, 2022	\$

Any amounts on deposit to the Capitalized Interest Account after the foregoing payments shall be transferred to the other open Improvements Accounts of the Project Fund on a pro-rata basis, and if the other Improvements Accounts of the Project Fund have been closed, then such amounts shall be transferred to the Redemption Fund to be used to redeem Bonds and the Capitalized Interest Account shall be closed.

Project Fund

Money on deposit in the IA#1 Improvements Account, the IA#1 Major Improvements Account, and the IA#1 Costs of Issuance Account of the Project Fund shall be used for the purposes specified below.

Disbursements from the IA#1 Improvements Account shall be made by the Trustee, in accordance with the Indenture, to pay the Actual Costs of the Improvement Area #1 Improvements as provided in the Service and Assessment Plan. Disbursements from the IA#1 Major Improvements Account shall be made by the Trustee to pay Improvement Area #1's pro-rata share of the Major Improvements in an amount equal to the portion allocable to the Improvement Area #1 Assessed Properties within Improvement Area #1 as provided in the Service and Assessment Plan. Disbursements from the IA#1 Costs of Issuance Account of the Project Fund shall be made by the Trustee pursuant to and in accordance with the disbursement procedures described in the Financing and Reimbursement Agreement and the Indenture to pay costs of issuance of the Bonds pursuant to one or more City Certificates.

Disbursements from the IA#1 Improvements Account of the Project Fund and the IA#1 Major Improvements Account of the Project Fund to pay Actual Costs of the Improvement Area #1 Improvements and Improvement Area #1's pro-rata share of the Major Improvements, respectively, shall be made by the Trustee upon receipt by the Trustee of one or more City Certificates, in the form attached to the Indenture as Exhibit B, containing a properly executed and completed Certification for Payment. The disbursement of funds from the IA#1 Improvements Account of the Project Fund and the IA#1 Major Improvements Account of the Project Fund pursuant to a City Certificate shall be deemed to be pursuant to and in accordance with the disbursement procedures described in the Indenture.

The indenture for the MIA Bonds has established an MIA Improvements Account within a separate project fund for the purposes of paying the Actual Costs of the Major Improvements allocable to the Major Improvement Area pursuant to and as described in the Service and Assessment Plan. Each Certification for Payment for the Actual Costs of one or more Major Improvements delivered under the Indenture shall set forth the amount of costs of each individual Major Improvement to be paid from the IA#1 Major Improvements Account of the Project Fund, and the amount paid from the MIA Improvements Account of the project fund established under the indenture for the MIA Bonds.

Disbursements from the IA#1 Costs of Issuance Account of the Project Fund shall be made by the Trustee pursuant to and in accordance with a City Certificate providing for the application of such funds to be disbursed (with the exception of fees and expenses initially incurred by the Trustee, which may be withdrawn by the Trustee).

If the City Representative reasonably determines that amounts then on deposit in the IA#1 Improvements Account of the Project Fund are not expected to be expended for purposes of the IA#1 Improvements Account due to the completion, abandonment, or constructive abandonment, of the Improvement Area #1 Improvements, such that, in the opinion of the City Representative, it is unlikely that the amounts in the IA#1 Improvements Account of the Project Fund will ever be expended for the purposes of the IA#1 Improvements Account, the City Representative shall file a City Certificate with the Trustee which identifies the amounts then on deposit in the IA#1 Improvements Account that are not expected to be used for purposes of the IA#1 Improvements Account. If such City Certificate is so filed, the amounts on deposit in the IA#1 Improvements Account shall be transferred to the IA#1 Major Improvements Account of the Project Fund, and if the IA#1 Major Improvements Account has been closed, then such amounts shall be transferred to the Redemption Fund to redeem Bonds on the earliest practical date after notice of redemption has been provided in accordance with the Indenture, and the IA#1 Improvements Account shall be closed.

If the City Representative reasonably determines that amounts then on deposit in the IA#1 Major Improvements Account of the Project Fund are not expected to be expended for purposes of the IA#1 Major Improvements Account due to the completion, abandonment, or constructive abandonment, of the Major Improvements allocable to Improvement Area #1, as the case may be, such that, in the opinion of the City Representative, it is unlikely that the amounts in the IA#1 Major Improvements Account of the Project Fund will ever be expended for the purposes of the IA#1 Major Improvements Account, the City Representative shall file a City Certificate with the Trustee which identifies the amounts then on deposit in the IA#1 Major Improvements Account that are not expected to be used for purposes of the IA#1 Major Improvements Account. If such City Certificate is so filed, the amounts on deposit in the IA#1 Major Improvements Account shall be transferred to the IA#1 Improvements Account of the Project Fund, and if the IA#1 Improvements Account has been closed, then such amounts shall be transferred to the Redemption Fund to redeem Bonds on the earliest practical date after notice of redemption has been provided in accordance with the Indenture, and the IA#1 Major Improvements Account shall be closed.

Not later than six months following the Closing Date or upon an earlier determination by the City Representative that all costs of issuance of the Bonds have been paid and the appropriate portion of the costs incidental to the organization of the District have been paid, the amounts on deposit in the IA#1 Costs of Issuance Account of the Project Fund shall be transferred to the other open Account of the Project Fund on a pro-rata basis, as directed by the City in a City Certificate filed with the Trustee, and the IA#1 Costs of Issuance Account of the Project Fund shall be closed. If the other Accounts of the Project Fund have been closed, the amounts on deposit in the IA#1 Costs of Issuance Account of the Project Fund, that would have been transferred to such Accounts under the Indenture, shall be transferred to the Administrative Fund to reduce future payments for Annual Collection Costs.

Reserve Account of the Reserve Fund

Pursuant to the Indenture, a Reserve Account has been created within the Reserve Fund, held by the Trustee for the benefit of the Bonds, and initially funded with a deposit of \$_____, which is equal to the Reserve Account Requirement, from the proceeds of the Bonds. Pursuant to the Indenture, the "Reserve Account Requirement" for the Bonds is the least of: (i) Maximum Annual Debt Service on the Bonds as of the Closing Date therefor, (ii) 125% of average Annual Debt Service on the Bonds as of the Closing Date therefor, or (iii) 10% of the lesser of the par amount of the Outstanding Bonds or the original issue price of the Bonds. As of the Closing Date, the Reserve Account Requirement is \$_____ which is an amount equal to [Maximum Annual Debt Service] on the Bonds as of the Closing Date therefor.

All amounts deposited in the Reserve Account shall be used and withdrawn by the Trustee for the purpose of making transfers to the Principal and Interest Account of the Bond Fund as provided in the Indenture. Whenever a transfer is made from an account of the Reserve Account to the Bond Fund due to a deficiency in the Bond Fund, the Trustee shall provide written notice thereof to the City, specifying the amount withdrawn and the source of said funds.

Whenever Bonds are to be redeemed with the proceeds of Prepayments, a proportionate amount in the Reserve Account of the Reserve Fund shall be transferred on the Business Day prior to the redemption date by the Trustee to the Redemption Fund to be applied to the redemption of the Bonds. The amount so transferred from the Reserve Account of the Reserve Fund shall be equal to an amount representing the difference between (i) the lesser of (A) the Reserve Account Requirement prior to redemption and (B) the amount actually on deposit in the Reserve Account prior to redemption, and (ii) the Reserve Account Requirement after such redemption; provided, however, no such transfer from the Reserve Account shall cause the amount on deposit therein to be less than the Reserve Account Requirement to be in effect after such redemption. If after such transfer, and after applying investment earnings on the Redemption Fund toward payment of accrued and unpaid interest to the date of redemption on the Bonds to be redeemed, there are insufficient funds to pay the principal amount plus accrued and unpaid interest on such Bonds to the date fixed for redemption of the Bonds to be redeemed as a result of such Prepayment, the Trustee shall transfer an amount equal to the shortfall, or any additional amounts necessary to permit the Bonds to be redeemed in minimum principal amounts of \$1,000, from the Additional Interest Reserve Account to the Redemption Fund to be applied to the redemption of the Bonds.

Whenever, on any Interest Payment Date, or on any other date at the written request of a City Representative, the amount in the Reserve Account exceeds the Reserve Account Requirement, the Trustee shall provide written notice to the City Representative of the amount of the excess. Such excess shall be transferred to the Principal and Interest Account to be used for the payment of interest on the Bonds on the next Interest Payment Date in accordance with the

Indenture, unless within 45 days of such notice to the City Representative, the Trustee receives a City Certificate instructing the Trustee to apply such excess: (i) to pay amounts due to the Rebate Fund pursuant to the Indenture, (ii) to the IA#1 Improvements Account of the Project Fund or (iii) to the IA #1 Major Improvements Account, if such application and the expenditure of funds is expected to occur within three years of the date hereof.

Whenever, on any Interest Payment Date, the amount on deposit in the Bond Fund is insufficient to pay the debt service on the Bonds due on such date, the Trustee shall transfer *first* from the Additional Interest Reserve Account of the Reserve Fund and *second* from the Reserve Account of the Reserve Fund to the Bond Fund the amounts necessary to cure such deficiency.

At the final maturity of the Bonds, the amount on deposit in the Reserve Account shall be transferred to the Principal and Interest Account and applied to the payment of the principal of the Bonds.

If, after a Reserve Account withdrawal, the amount on deposit in the Reserve Account of the Reserve Fund is less than the Reserve Account Requirement, the Trustee shall transfer from the Pledged Revenue Fund to the Reserve Account of the Reserve Fund the amount of such deficiency, in accordance with the Indenture.

If the amount held in the Reserve Fund together with the amount held in the Bond Fund and Redemption Fund is sufficient to pay the principal amount of all Outstanding Bonds on the next Interest Payment Date, together with the unpaid interest accrued on such Bonds as of such Interest Payment Date, the moneys shall be transferred to the Redemption Fund and thereafter used to redeem all Outstanding Bonds as of such Interest Payment Date

Additional Interest Reserve Account of the Reserve Fund

Pursuant to the Indenture, an Additional Interest Reserve Account has been created within the Reserve Fund, held by the Trustee for the benefit of the Bonds. The Trustee will transfer from the Pledged Revenue Fund to the Additional Interest Reserve Account, to the extent that the Reserve Account contains the Reserve Account Requirement and funds are available after application of the deposit priority set forth under “— Pledged Revenue Fund” above, an amount equal to the Additional Interest in the Additional Interest Reserve Account until the Additional Interest Reserve Requirement has been accumulated in the Additional Interest Reserve Account; provided, however, that at any time the amount on deposit in the Additional Interest Reserve Account is less than Additional Interest Reserve Requirement, the Trustee shall resume depositing the Additional Interest into the Additional Interest Reserve Account until the Additional Interest Reserve Requirement has accumulated in the Additional Interest Reserve Account. The Additional Interest Reserve Requirement is 5.5% of the principal amount of the Outstanding Bonds. In transferring the amounts pursuant to the Indenture, the Trustee may conclusively rely on a City Certificate, unless and until it receives a City Certificate directing that a different amount be used.

Whenever a transfer is made from an account of the Additional Interest Reserve Account to the Bond Fund due to a deficiency in the Bond Fund, the Trustee shall provide written notice thereof to the City, specifying the amount withdrawn and the source of said funds.

Whenever, on any Interest Payment Date, or on any other date at the written request of the City Representative, the amount on deposit in the Additional Interest Reserve Account exceeds the Additional Interest Reserve Requirement, the Trustee shall provide written notice to the City of the amount of the excess (the “Excess Additional Interest Reserve Amount”). Such excess amounts on deposit in the Additional Interest Reserve Account shall be transferred, at the direction of the City pursuant to a City Certificate, to the Administrative Fund for the payment of Annual Collection Costs or to the Redemption Fund in order to affect the redemption of Bonds pursuant to the Indenture. In the event that the Trustee does not receive a City Certificate directing the transfer of the Excess Additional Interest Reserve Amount to the Administrative Fund within 45 days of providing notice to the City of such Excess Additional Interest Reserve Amount, the Trustee shall transfer the Excess Additional Interest Reserve Amount to the Redemption Fund and redeem the Bonds pursuant to extraordinary optional redemption.

At the final maturity of the Bonds, the amount on deposit in the Additional Interest Reserve Account shall be transferred to the Principal and Interest Account and applied to the payment of the principal of the Bonds.

Administrative Fund

The City has created under the Indenture an Administrative Fund held by the Trustee. On or before February 20, 2023, and on or before each February 20 and August 20 of each year thereafter while the Bonds are Outstanding, the City shall deposit or cause to be deposited to the Administrative Fund the amounts collected each year to pay Annual Collection Costs, other than the Annual Collection Costs on deposit in the IA #1 Project Collection Fund, which amounts shall be transferred in accordance with the provisions set forth under “— IA #1 Project Collection Fund” herein. Moneys in the Administrative Fund shall be held by the Trustee separate and apart from the other Funds created and administered under the Indenture and used as directed by a City Certificate solely for the purposes set forth in the Service and Assessment Plan. See “APPENDIX C — Form of Service and Assessment Plan.”

THE ADMINISTRATIVE FUND IS NOT A PLEDGED FUND AND SHALL NOT BE SECURITY FOR THE BONDS.

Defeasance

All Outstanding Bonds shall prior to the Stated Maturity or redemption date thereof be deemed to have been paid and to no longer be deemed Outstanding if (i) in case any such Bonds are to be redeemed on any date prior to their Stated Maturity, the Trustee shall have given notice of redemption on said date as provided in the Indenture, (ii) there shall have been deposited with the Trustee either moneys in an amount which shall be sufficient, or Defeasance Securities the principal of and the interest on which when due will provide moneys which, together with any moneys deposited with the Trustee at the same time, shall be sufficient to pay when due the principal of and interest on of the Bonds to become due on such Bonds on and prior to the redemption date or maturity date thereof, as the case may be, (iii) the Trustee shall have received a report by an independent certified public accountant selected by the City verifying the sufficiency of the moneys or Defeasance Securities deposited with the Trustee to pay when due the principal of and interest on of the Bonds to become due on such Bonds on and prior to the redemption date or maturity date thereof, as the case may be, (iv) if the Bonds are then rated, the Trustee shall have received written confirmation from each Rating Agency that such deposit will not result in the reduction or withdrawal of the rating on the Bonds, and (v) the Trustee shall have received an opinion of Bond Counsel to the effect that (A) any Bond having been deemed to have been paid as provided in the Indenture is no longer Outstanding thereunder and is no longer secured by or entitled to the benefits of the Indenture, (B) such defeasance is in accordance with the terms of the Indenture and (C) such defeasance will not adversely affect the exclusion of interest on such Bond from gross income for purposes of federal income taxation. Neither Defeasance Securities nor moneys deposited with the Trustee pursuant to the Indenture nor principal or interest payments on any such Defeasance Securities shall be withdrawn or used for any purpose other than, and shall be held in trust for, the payment of the principal of and interest on the Bonds. Any cash received from such principal of and interest on such Defeasance Securities deposited with the Trustee, if not then needed for such purpose, shall be reinvested in Defeasance Securities as directed in writing by the City maturing at times and in amounts sufficient to pay when due the principal of and interest on the Bonds on and prior to such redemption date or maturity date thereof, as the case may be. Any payment for Defeasance Securities purchased for the purpose of reinvesting cash as aforesaid shall be made only against delivery of such Defeasance Securities.

“Defeasance Securities” means Investment Securities then authorized by applicable law for the investment of funds to defease public securities. “Investment Securities” means those authorized investments described in the Public Funds Investment Act, Chapter 2256, Texas Government Code, as amended (the “PFIA”); and that at the time made are included in and authorized by the City’s official investment policy as approved by the City Council from time to time. Under current State law, Investment Securities that are authorized for the investment of funds to defease public securities are (a) direct, noncallable obligations of the United States of America, including obligations that are unconditionally guaranteed by the United States of America; (b) noncallable obligations of an agency or instrumentality of the United States of America, including obligations that are unconditionally guaranteed or insured by the agency or instrumentality, and that, on the date the governing body of the City adopts or approves the proceedings authorizing the issuance of refunding bonds, are rated as to investment quality by a nationally recognized investment rating firm not less than “AAA” or its equivalent; and (c) noncallable obligations of a state or an agency or a county, municipality, or other political subdivision of a state that have been refunded and that, on the date the governing body of the City adopts or approves the proceedings authorizing the issuance of refunding bonds, are rated as to investment quality by a nationally recognized investment rating firm not less than “AAA” or its equivalent.

There is no assurance that the current law will not be changed in a manner which would permit investments other than those described above to be made with amounts deposited to defease the Bonds. Because the Indenture does

not contractually limit such investments, Owners will be deemed to have consented to defeasance with such other investments, notwithstanding the fact that such investments may not be of the same investment quality as those currently permitted under State law. There is no assurance that the ratings for U.S. Treasury securities used as Defeasance Securities or that for any other Defeasance Security will be maintained at any particular rating category.

Events of Default

Each of the following occurrences or events constitutes an “Event of Default” under the Indenture:

- (i) The failure of the City to deposit the Pledged Revenues to the Pledged Revenue Fund;
- (ii) The failure of the City to enforce the collection of the Improvement Area #1 Assessments, including the prosecution of foreclosure proceedings;
- (iii) The failure to make payment of the principal of or interest on any of the Bonds when the same becomes due and payable; and
- (iv) Default in the performance or observance of any other covenant, agreement or obligation of the City under the Indenture and the continuation thereof for a period of 90 days after written notice to the City by the Trustee, or by the Owners of a Quarter in Interest of the Bonds with a copy to the Trustee, specifying such default and requesting that the failure be remedied.

Remedies in Event of Default

Upon the happening and continuance of any Event of Default, the Trustee may, and at the written direction of the Owners of a Quarter in Interest of the Bonds and its receipt of indemnity satisfactory to it shall, proceed against the City for the purpose of protecting and enforcing the rights of the Owners under the Indenture, by action seeking mandamus or by other suit, action, or special proceeding in equity or at law, in any court of competent jurisdiction, for any relief to the extent permitted by the Indenture or by Applicable Laws, including, but not limited to, the specific performance of any covenant or agreement contained in the Indenture, or injunction; provided, however, that any action for money damages against the City shall be limited in recovery to the assets of the Trust Estate, including the Pledged Revenues and Pledged Funds. The Trustee retains the right to obtain the advice of counsel in its exercise of remedies for default.

THE PRINCIPAL OF THE BONDS SHALL NOT BE SUBJECT TO ACCELERATION UNDER ANY CIRCUMSTANCES.

If the assets of the Trust Estate are sufficient to pay all amounts due with respect to all Outstanding Bonds, in the selection of Trust Estate assets to be used in the payment of Bonds due under the Indenture, the City shall determine, in its absolute discretion, and shall instruct the Trustee by City Certificate, which Trust Estate assets shall be applied to such payment and shall not be liable to any Owner or other Person by reason of such selection and application. In the event that the City shall fail to deliver to the Trustee such City Certificate, the Trustee shall select and liquidate or sell Trust Estate assets as provided in the following paragraph, and shall not be liable to any Owner, or other Person, or the City by reason of such selection, liquidation or sale. The Trustee shall have no liability for its selection of Trust Estate assets to liquidate or sell.

Whenever moneys are to be applied pursuant to the Indenture, irrespective of and whether other remedies authorized under the Indenture shall have been pursued in whole or in part, the Trustee may cause any or all of the assets of the Trust Estate, including Investment Securities, to be sold. The Trustee may so sell the assets of the Trust Estate and all right, title, interest, claim and demand thereto and the right of redemption thereof, in one or more parts, at any such place or places, and at such time or times and upon such notice and terms as the Trustee may deem appropriate and as may be required by law and apply the proceeds thereof in accordance with the provisions of the Indenture. Upon such sale, the Trustee may make and deliver to the purchaser or purchasers a good and sufficient assignment or conveyance for the same, which sale shall be a perpetual bar both at law and in equity against the City, and all other Persons claiming such properties. No purchaser at any sale shall be bound to see to the application of the purchase money proceeds thereof or to inquire as to the authorization, necessity, expediency, or regularity of any such sale. Nevertheless, if so requested by the Trustee, the City shall ratify and confirm any sale or sales by executing and

delivering to the Trustee or to such purchaser or purchasers all such instruments as may be necessary or, in the judgment of the Trustee, proper for the purpose which may be designated in such request.

Restriction on Owner's Actions

No Owner shall have any right to institute any action, suit or proceeding at law or in equity for the enforcement of the Indenture or for the execution of any trust thereof or any other remedy under the Indenture, unless (i) a default has occurred and is continuing of which the Trustee has been notified in writing, (ii) such default has become an Event of Default and the Owners of a Quarter in Interest of the Bonds then Outstanding have made written request to the Trustee and offered it reasonable opportunity either to proceed to exercise the powers granted under the Indenture or to institute such action, suit or proceeding in its own name, (iii) the Owners have furnished to the Trustee indemnity as provided in the Indenture, (iv) the Trustee has for 60 days after such notice failed or refused to exercise the powers granted under the Indenture, or to institute such action, suit, or proceeding in its own name, (v) no written direction inconsistent with such written request has been given to the Trustee during such 60-day period by the Owners of a majority of the aggregate principal amount of the Bonds then Outstanding, and (vi) notice of such action, suit, or proceeding is given to the Trustee in writing; however, all proceedings at law or in equity shall be instituted and maintained in the manner provided in the Indenture and for the equal benefit of the Owners of all Bonds then Outstanding. The notification, request and furnishing of indemnity set forth above shall, at the option of the Trustee as advised by counsel, be conditions precedent to the execution of the powers and trusts of the Indenture and to any action or cause of action for the enforcement of the Indenture or for any other remedy thereunder.

Subject to provisions of the Indenture with respect to certain liabilities of the City, nothing in the Indenture shall affect or impair the right of any Owner to enforce payment of any Bond at and after the maturity thereof, or on the date fixed for redemption or the obligation of the City to pay each Bond issued under the Indenture to the respective Owners thereof at the time and place, from the source and in the manner expressed in the Indenture and in the Bonds.

In case the Trustee or any Owners shall have proceeded to enforce any right under the Indenture and such proceedings shall have been discontinued or abandoned for any reason or shall have been determined adversely to the Trustee or any Owners, then and in every such case the City, the Trustee and the Owners shall be restored to their former positions and rights thereunder, and all rights, remedies and powers of the Trustee shall continue as if no such proceedings had been taken.

Application of Revenues and Other Moneys after Event of Default

All moneys, securities, funds and Pledged Revenues and the income therefrom received by the Trustee pursuant to any right given or action taken under the provisions of the Indenture with respect to Events of Default, together with all amounts held by the Trustee thereunder as part of the Trust Estate, shall, after payment of the cost and expenses of the proceedings resulting in the collection of such amounts, the expenses (including Trustee's counsel fees, costs and expenses), liabilities, and advances incurred or made by the Trustee and the fees of the Trustee in carrying out the Indenture during the continuance of an Event of Default, be applied by the Trustee, on behalf of the City, to the payment of interest and principal or Redemption Price then due on Bonds, as follows:

(i) FIRST: To the payment to the Owners entitled thereto all installments of interest then due in the direct order of maturity of such installments, and, if the amount available shall not be sufficient to pay in full any installment, then to the payment thereof ratably, according to the amounts due on such installment, to the Owners entitled thereto, without any discrimination or preference; and

(ii) SECOND: To the payment to the Owners entitled thereto of the unpaid principal of Outstanding Bonds, or Redemption Price of any Bonds which shall have become due, whether at maturity or by call for redemption, in the direct order of their due dates and, if the amounts available shall not be sufficient to pay in full all the Bonds due on any date, then to the payment thereof ratably, according to the amounts of principal or Redemption Price due and to the Owners entitled thereto, without any discrimination or preference.

Within ten days of receipt of such good and available funds, the Trustee may fix a record and payment date for any payment to be made to Owners pursuant to the Indenture.

In the event funds are not adequate to cure any of the Events of Default described above, the available funds shall be allocated to the Bonds that are Outstanding in proportion to the quantity of Bonds that are currently due and in default under the terms of the Indenture.

The restoration of the City to its prior position after any and all defaults have been cured, as provided above, shall not extend to or affect any subsequent default under the Indenture or impair any right consequent thereon.

Investment of Funds

Money in any Fund or Account established pursuant to the Indenture shall be invested by the Trustee only as directed by the City pursuant to a City Certificate filed with the Trustee at least two days in advance of the making of such investment (or as directed below) in time deposits or certificates of deposit secured in the manner required by law for public funds, or be invested in direct obligations of, including obligations the principal and interest on which are unconditionally guaranteed by, the United States of America, in obligations of any agencies or instrumentalities thereof, or in such other investments as are permitted under the PFIA or any successor law, as in effect from time to time; the City Certificate shall direct investment in such deposits and investments (which may include repurchase agreements for such investment with any primary dealer of such agreements) so that the money required to be expended from any Fund will be available at the proper time or times. Such investments shall be valued each year in terms of current market value as of September 30. For purposes of maximizing investment returns, to the extent permitted by law, money in such Funds may be invested in common investments of the kind described above, or in a common pool of such investments which shall be kept and held at an official depository bank, which shall not be deemed to be or constitute a commingling of such money or funds provided that safekeeping receipts or certificates of participation clearly evidencing the investment or investment pool in which such money is invested and the share thereof purchased with such money or owned by such Fund are held by or on behalf of each such Fund. If necessary, such investments shall be promptly sold in order to make the disbursements required or permitted by the Indenture or to prevent any default. In the event the City does not provide written investment directions, the Trustee is instructed to invest funds into the 38142B609 Goldman Sachs Financial Square Treasury Instruments.

Obligations purchased as an investment of moneys in any Fund or Account shall be deemed to be part of such Fund or Account, subject, however, to the requirements of the Indenture for transfer of interest earnings and profits resulting from investment of amounts in Funds and Accounts. Whenever in the Indenture any moneys are required to be transferred by the City to the Trustee, such transfer shall be accomplished by transferring a like amount of Investment Securities unless the City instructs the Trustee otherwise by written direction.

Against Encumbrances

Other than refunding bonds issued to refund all or a portion of the Bonds ("Refunding Bonds"), the City shall not create and, to the extent Pledged Revenues are received, shall not suffer to remain, any lien, encumbrance or charge upon the Pledged Revenues, the Pledged Funds or the Trust Estate, or any other property pledged under the Indenture, except the pledge created for the security of the Bonds, and other than a lien or pledge subordinate to the lien and pledge of such property related to the Bonds.

So long as Bonds are Outstanding under the Indenture, the City shall not issue any bonds, notes or other evidences of indebtedness secured by any pledge of or other lien or charge on the Pledged Revenues the Pledged Funds, the Trust Estate or any other property pledged under the Indenture, except that the City may issue Refunding Bonds in accordance with the terms of the Indenture.

Additional Obligations or Other Liens; Refunding Bonds

The City reserves the right to issue or incur bonds, notes or other obligations under other indentures, assessment ordinances, or similar agreements or other obligations which do not constitute or create a lien on the Trust Estate and are not payable from the Trust Estate, or any portion thereof.

Other than Refunding Bonds, the City will not create or voluntarily permit to be created any debt, lien or charge on any portion of the Trust Estate, and will not cause or allow any matter or things whatsoever whereby the lien of the Indenture or the priority thereof might or could be lost or impaired; and further covenants that it will pay or cause to be paid or will make adequate provisions for the satisfaction and discharge of all lawful claims and demands which if unpaid might by law be given precedence over or any equality with the Indenture as a lien or charge upon

the Trust Estate; provided, however, that nothing in the Indenture shall require the City to apply, discharge, or make provision for any such lien, charge, claim, or demand so long as the validity thereof shall be contested by it in good faith, unless thereby, in the opinion of Bond Counsel or counsel to the Trustee, the same would endanger the security for the Bonds.

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

Additionally, the City has reserved the right to issue bonds or other obligations secured by and payable from Pledged Revenues so long as such pledge is subordinate to the pledge of Pledged Revenues securing payment of the Bonds.

SOURCES AND USES OF FUNDS

The table that follows summarizes the expected sources and uses of proceeds of the Bonds⁽¹⁾:

Sources of Funds:	
Principal Amount	\$
Total Sources	<u>\$</u>
Use of Funds:	
Deposit to IA #1 Major Improvements Account of Project Fund ⁽²⁾	\$
Deposit to IA #1 Improvements Account of Project Fund ⁽²⁾	
Deposit to IA #1 Cost of Issuance Account of Project Fund	
Deposit to Capitalized Interest Account of Bond Fund	
Deposit to Reserve Account of Reserve Fund	
Deposit to Administrative Fund	
Underwriter's Discount ⁽³⁾	
Total Uses	<u>\$</u>

⁽¹⁾ To be updated and completed upon pricing.

⁽²⁾ Pursuant to the Financing and Reimbursement Agreement, prior to drawing down funds in the Project Fund, the Developer must spend \$15,196,685* on constructed Improvement Area #1 Projects and provide reasonable evidence to the City of such constructed Improvement Area #1 Projects. The Developer may not be reimbursed for the Developer Contribution out of Improvement Area #1 Assessments or Bond proceeds unless funds remain in the Project Fund after all other Actual Costs of Improvement Area #1 Projects have been reimbursed to the Developer.

⁽³⁾ Includes Underwriter's counsel fee of \$_____.

* Preliminary; subject to change.

DEBT SERVICE REQUIREMENTS

The following table sets forth the anticipated debt service requirements for the Bonds⁽¹⁾:

<u>Year Ending</u> <u>(September 30)</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
2022 ⁽²⁾	\$	\$	\$
2023			
2024			
2025			
2026			
2027			
2028			
2029			
2030			
2031			
2032			
2033			
2034			
2035			
2036			
2037			
2038			
2039			
2040			
2041			
Total	<u>\$</u>	<u>\$</u>	<u>\$</u>

⁽¹⁾ To be updated and completed upon pricing. Preliminary; subject to change.

⁽²⁾ Interest due in 2022 will be paid from amounts on deposit in the Capitalized Interest Account.

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OVERLAPPING TAXES AND DEBT

Overlapping Taxes. The land within Improvement Area #1 has been, and is expected to continue to be, subject to taxes imposed by taxing entities other than the City. Such taxes are payable in addition to the Improvement Area #1 Assessments. The City, Hays County, Texas (the “County”), Hays Consolidated Independent School District (“Hays CISD”), Austin Community College District (“Austin CCD”), Hays County Fire Emergency Services District #5 (“Hays ESD #5”) and Hays County Emergency Services District #9 (“Hays ESD #9”) may each levy ad valorem taxes upon land in Improvement Area #1 for payment of debt incurred by such governmental entities and/or for payment of maintenance and operations expenses. The City has no control over the level of ad valorem taxes or special assessments levied by such other taxing authorities. The following table reflects the overlapping ad valorem tax rates currently levied on property located in Improvement Area #1.

<u>Overlapping Taxes</u>	
<u>Taxing Entity</u>	Improvement Area #1 Tax Year 2021 <u>Ad Valorem Tax Rate⁽¹⁾</u>
City of Kyle	\$0.50820
Hays County (including Special Road)	0.38670
Hays CISD	1.35970
Austin CCD	0.10480
Hays ESD #5	0.10000
Hays ESD #9	<u>0.05819</u>
Total Current Tax Rate	\$2.51759
Estimated Average Annual Installment in Improvement Area #1 as an Equivalent Tax Rate	<u>\$0.33470⁽²⁾</u>
Estimated Total Tax Rate and Average Annual Installment in Improvement Area #1 as an Equivalent Tax Rate	<u>\$2.85229²⁾</u>

⁽¹⁾ As reported by the individual taxing jurisdiction. Per \$100 taxable appraised value.

⁽²⁾ Derived from information in the Service and Assessment Plan, and from lot counts and estimated buildout values provided by the Developer. Shown as a tax rate equivalent for illustration purposes only. Pursuant to the Financing and Reimbursement Agreement and the Service and Assessment Plan, the “Maximum Assessment” for each lot within Improvement Area #1 is equal to the amount shown on Exhibit J to the Service and Assessment Plan, which amount may not result in an equivalent tax rate that is greater than \$0.44 per \$100 of Estimated Buildout Value (as defined in the Service and Assessment Plan). See “ASSESSMENT PROCEDURES — Assessment Amounts – Method of Apportionment of Assessments,” “APPENDIX C — Form of Service and Assessment Plan” and “APPENDIX F — Financing and Reimbursement Agreement and Form of First Amendment.” Preliminary; subject to change.

Source: Individual taxing jurisdictions and the Service and Assessment Plan.

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Overlapping Debt. As noted above, the Improvement Area #1 includes territory located in other governmental entities that may issue or incur debt secured by the levy and collection of ad valorem taxes or assessments. Set forth below are overlapping debt table showing the outstanding indebtedness payable from ad valorem taxes with respect to property within the District, and City debt to be secured by the Improvement Area #1 Assessments:

<u>Overlapping Debt in Improvement Area #1 of the District</u>			
<u>Taxing or Assessing Entity</u>	<u>Total Outstanding Debt as of February 1, 2022</u>	<u>Estimated % Applicable⁽¹⁾</u>	<u>Direct and Estimated Overlapping Debt⁽¹⁾</u>
The City (Assessments - The Bonds)	\$6,385,000 ⁽²⁾	100.00%	\$6,385,000 ⁽²⁾
The City (Ad Valorem)	91,830,000	0.53%	486,699
Hays County	519,804,579	0.08%	415,844
Hays CISD	542,425,000	0.22%	1,193,335
Austin CCD	436,260,000	0.01%	43,626
Total⁽³⁾	\$1,596,704,579		\$8,524,504

⁽¹⁾ Based on the tax year 2021 net taxable assessed valuation for the taxing entities as certified by the Hays Central Appraisal District and on \$23,275,000 appraised value of Improvement Area #1, as shown in the Appraisal (as defined herein). See “APPRAISAL OF THE DISTRICT” and “APPENDIX G — Appraisal of the District.”

⁽²⁾ Preliminary; subject to change.

⁽³⁾ Hays ESD #9 does not have any outstanding debt. Hays ESD #5’s has an estimated \$3,009,359 in outstanding operating loans, as of September 30, 2020, based on the Hays ESD #5’s audited financial statements for fiscal year ending September 30, 2019.

Source: Municipal Advisory Council of Texas (gross outstanding debt secured by property taxes), the Hays Central Appraisal District and the Service and Assessment Plan.

Homeowners’ Association. In addition to the Improvement Area #1 Assessments described above, the Developer anticipates that each lot owner in the District will pay an annual maintenance and operation fee and/or a property owner’s association fee to a homeowners’ association (the “HOA”) formed by the Developer. The HOA fees are expected to be approximately \$65 per month.

ASSESSMENT PROCEDURES

General

Capitalized terms used under this caption and not otherwise defined in this Limited Offering Memorandum shall have the meanings given in the Service and Assessment Plan. As required by the PID Act, when the City determines to defray a portion of the costs of the Authorized Improvements through Improvement Area #1 Assessments, it must adopt a resolution generally describing the Authorized Improvements and the land within the District to be subject to Improvement Area #1 Assessments to pay the costs therefor. The City has caused an assessment roll to be prepared for Improvement Area #1 (the “Assessment Roll”), which Assessment Roll shows the land within Improvement Area #1 to be assessed, the amount of the benefit to and the Improvement Area #1 Assessment against each lot or parcel of land and the number of Annual Installments in which the Improvement Area #1 Assessment is divided. The Assessment Roll was filed with the City Secretary and made available for public inspection. Statutory notice was given to the owners of the property to be assessed and a public hearing was conducted to hear testimony from affected property owners as to the propriety and advisability of undertaking the Authorized Improvements and funding the same with Improvement Area #1 Assessments. The City levied the Improvement Area #1 Assessments and adopted the Assessment Ordinance on November 16, 2021, at which time the Improvement Area #1 Assessments became legal, valid and binding liens upon the Improvement Area #1 Assessed Property against which the Improvement Area #1 Assessments are made.

Under the PID Act, the costs of Authorized Improvements may be assessed by the City against the Improvement Area #1 Assessed Property so long as the special benefit conferred upon the Improvement Area #1 Assessed Property by the Authorized Improvements equals or exceeds the Improvement Area #1 Assessments. The costs of the Authorized Improvements may be assessed using any methodology that results in the imposition of equal shares of cost on Improvement Area #1 Assessed Property similarly benefited. The allocation of benefits and assessments to the benefited land within the District is set forth in the Service and Assessment Plan, which should be read in its entirety. See “APPENDIX C — Form of Service and Assessment Plan.”

Assessment Methodology

The Service and Assessment Plan describes the special benefit to be received by each parcel of Improvement Area #1 Assessed Property as a result of the Authorized Improvements, provides the basis and justification for the determination that such special benefit exceeds the Improvement Area #1 Assessments being levied, and establishes the methodology by which the City allocates the special benefit of the Authorized Improvements to parcels in a manner that results in equal shares of costs being apportioned to parcels similarly benefited. As described in the Service and Assessment Plan, a portion of the costs of the Authorized Improvements are being funded with proceeds of the Bonds, which are payable from and secured by Trust Estate consisting of the Pledged Revenues, including primarily the Improvement Area #1 Assessments.

As set forth in the Service and Assessment Plan, the City Council has determined that initially (i) the Major Improvements shall be allocated pro rata between the Major Improvement Area Initial Parcel (as defined in the Service and Assessment Plan) and the Improvement Area #1 Assessed Property based on Estimated Buildout Value, (ii) the Improvement Area #1 Improvements are allocated entirely to the Improvement Area #1 Assessed Property, (iii) the District Formation Costs (as defined in the Service and Assessment Plan) shall be allocated pro rata between the Major Improvement Area Initial Parcel and the Improvement Area #1 Assessed Property based on Estimated Buildout Value and (iv) the Bond Issuance Costs (as defined in the Service and Assessment Plan) related to the Bonds shall be allocated entirely to the Improvement Area #1 Assessed Property. As Parcels of the Improvement Area #1 Assessed Properties are subdivided, the Authorized Improvements and the related Improvement Area #1 Assessments will be reallocated in accordance with the Service and Assessment Plan, as described under “— Assessment Amounts – Method of Apportionment of Assessments” below.

The City has determined that such method of allocation will result in the imposition of equal shares of the Improvement Area #1 Assessments on Parcels similarly situated within Improvement Area #1. The Improvement Area #1 Assessments and interest thereon are expected to be paid in Annual Installments as described above. The determination by the City of the assessment methodology set forth in the Service and Assessment Plan 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 Developer, all other current owners of property within Improvement Area #1 and all future owners and developers within Improvement Area #1. See “APPENDIX C — Form of Service and Assessment Plan.”

The table below shows the estimated value to lien analysis in Improvement Area #1.

<u>Estimated Value to Lien Ratios⁽¹⁾</u>							
<u>Lot Size</u>	<u>Number of Lots⁽²⁾</u>	<u>Estimated Finished Lots Values⁽³⁾</u>	<u>Estimated Buildout Value per Lot⁽³⁾</u>	<u>Total Estimated Buildout Value</u>	<u>Maximum Assessment Per Lot⁽⁴⁾</u>	<u>Ratio of Estimated Value of Finished Lot to Assessment</u>	<u>Ratio of Estimated Buildout Value to Assessment</u>
35'	64	\$42,490	\$310,000	\$ 19,840,000	\$12,135.81	3.50 : 1	25.54 : 1
43'	48	52,202	405,000	19,440,000	15,854.84	3.29 : 1	25.54 : 1
50'	227	60,700	420,000	95,340,000	16,442.06	3.69 : 1	25.54 : 1
55'	64	66,770	445,000	28,480,000	17,420.75	3.83 : 1	25.54 : 1
Total/Avg.⁽⁵⁾	403	\$57,796	\$404,715	\$163,100,000	\$15,843.67	3.65 : 1	25.54 : 1

(1) Preliminary; subject to change. Derived from information in the Service and Assessment Plan.

(2) Based on the current concept plan for the District.

(3) Provided by the Developer.

(4) Pursuant to the Financing and Reimbursement Agreement and the Service and Assessment Plan, the Improvement Area #1 Assessment per Lot Type may not exceed the Maximum Assessment. See “— Assessment Amounts – Method of Apportionment of Assessments,” “APPENDIX C — Form of Service and Assessment Plan” and “APPENDIX F — Financing and Reimbursement Agreement and Form of First Amendment.”

(5) Averages are weighted based on number of lots per lot size.

Collection and Enforcement of Assessment Amounts

Under the PID Act, the Annual Installments may be collected in the same manner and at the same time as regular ad valorem taxes of the City. The Improvement Area #1 Assessments may be enforced by the City in the same

manner that an ad valorem tax lien against real property is enforced. Delinquent installments of the Improvement Area #1 Assessments incur interest, penalties and attorney's fees in the same manner as delinquent ad valorem taxes. Under the PID Act, the Assessment Lien is a first and prior lien against the property assessed, superior to all other liens and claims except liens or claims for State, county, school district or municipal ad valorem taxes. See "BONDHOLDERS' RISKS — Assessment Limitations" herein.

In the Indenture, the City covenants to collect, or cause to be collected, Improvement Area #1 Assessments as provided in the Assessment Ordinance. No less frequently than annually, City staff or a designee of the City shall prepare, and the City Council shall approve, an Annual Service Plan Update to allow for the billing and collection of Annual Installments. Each Annual Service Plan Update shall include an updated Assessment Roll and a calculation of the Annual Installment for each Parcel. Annual Installments for Annual Collection Costs shall be allocated among all Parcels in proportion to the amount of the Annual Installments for the Parcels.

In the Indenture, the City covenants, agrees and warrants that, for so long as any Bonds are Outstanding, that it will take and pursue all actions permissible under Applicable Laws to cause the Improvement Area #1 Assessments to be collected and the liens thereof enforced continuously, in the manner and to the maximum extent permitted by Applicable Laws, and, to the extent permitted by Applicable Laws, to cause no reduction, abatement or exemption in the Improvement Area #1 Assessments.

To the extent permitted by law, notice of the Annual Installments will be sent by, or on behalf of the City, to the affected property owners on the same statement or such other mechanism that is used by the City, so that such Annual Installments are collected simultaneously with ad valorem taxes and shall be subject to the same penalties, procedures, and foreclosure sale in case of delinquencies as are provided for ad valorem taxes of the City.

The City will determine or cause to be determined, no later than February 15 of each year, whether or not any Annual Installment is delinquent and, if such delinquencies exist, the City will order and cause to be commenced as soon as practicable any and all appropriate and legally permissible actions to obtain such Annual Installment, and any delinquent charges and interest thereon, including diligently prosecuting an action in district court to foreclose the currently delinquent Annual Installment. Notwithstanding the foregoing, the City shall not be required under any circumstances to purchase or make payment for the purchase of the delinquent Improvement Area #1 Assessment or the corresponding Improvement Area #1 Assessed Property.

The City expects to implement the basic timeline and procedures for Improvement Area #1 Assessment collections and pursuit of delinquencies set forth in Exhibit C of the Disclosure Agreement of Issuer set forth in APPENDIX E-1 and to comply therewith to the extent that the City reasonably determines that such compliance is the most appropriate timeline and procedures for enforcing the payment of delinquent Improvement Area #1 Assessments.

The City shall not be required under any circumstances to expend any funds for Delinquent Collection Costs in connection with its covenants and agreements under the Indenture or otherwise other than with funds on deposit in the Administrative Fund.

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Annual Installments will be paid to the City or its agent. Annual Installments are due when billed each year and become delinquent on February 1 of the following year. In the event Improvement Area #1 Assessments are not timely paid, there are penalties and interest as set forth below:

<u>Date Payment</u> <u>Received</u>	<u>Cumulative</u> <u>Penalty</u>	<u>Cumulative</u> <u>Interest</u>	<u>Total</u>
February	6%	1%	7%
March	7%	2%	9%
April	8%	3%	11%
May	9%	4%	13%
June	10%	5%	15%
July	12%	6%	18%

After July, the penalty remains at 12%, and interest accrues at the rate of 1% each month. In addition, if an account is delinquent in July, a 20% attorney's collection fee may be added to the total penalty and interest charge. In general, property subject to lien may be sold, in whole or in parcels, pursuant to court order to collect the amounts due. An automatic stay by creditors or other entities, including governmental units, could prevent governmental units from foreclosing on property and prevents liens for post-petition taxes from attaching to property and obtaining secured creditor status unless, in either case, an order lifting the stay is obtained from the bankruptcy court. In most cases, post-petition Improvement Area #1 Assessments are paid as an administrative expense of the estate in bankruptcy or by order of the bankruptcy court.

Assessment Amounts

Assessment Amounts. The amounts of the Improvement Area #1 Assessments have been established by the methodology described in the Service and Assessment Plan. The Improvement Area #1 Assessments have been levied against the Parcels comprising the Improvement Area #1 Assessed Property as indicated on the Assessment Roll. The Assessment Roll sets forth for each year the Annual Installment for each Parcel within the Improvement Area #1 Assessed Property consisting of (i) the annual portion allocable to principal and interest on the Improvement Area #1 Assessment for each Parcel, (ii) the Additional Interest and (iii) the component of the Annual Installment allocable to Annual Collection Costs. The Annual Installments may not exceed the amounts shown on the Assessment Roll. See "APPENDIX C — Form of Service and Assessment Plan."

The Annual Installments shown on the Assessment Roll will be adjusted to equal the actual costs of repaying the Bonds, the Additional Interest and actual Annual Collection Costs (as provided for in the definition of such term).

Method of Apportionment of Assessments. For purposes of the Service and Assessment Plan, the City Council has determined that the Improvement Area #1 Assessments shall be allocated among the platted lots within Section 2-1 and the area within Section 2-2 (the "Improvement Area #1 Remainder Parcel") based on Estimated Buildout Value. Upon the division of any Improvement Area #1 Assessed Property within the Improvement Area #1 Remainder Parcel without the recording of a subdivision plat, the PID Administrator shall reallocate the Improvement Area #1 Assessment for such Improvement Area #1 Assessed Property prior to the subdivision among the newly divided Improvement Area #1 Assessed Properties according to the following formula:

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

Where the terms have the following meaning:

A = the Improvement Area #1 Assessment for the newly divided Improvement Area #1 Assessed Property

B = the Improvement Area #1 Assessment for the Improvement Area #1 Assessed Property prior to division

C = the Estimated Buildout Value of the newly divided Improvement Area #1 Assessed Property

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

Upon the subdivision of any Improvement Area #1 Assessed Property within the Improvement Area #1 Remainder Parcel based on a recorded subdivision plat, the PID Administrator shall reallocate the Improvement Area #1 Assessment for the Improvement Area #1 Assessed Property prior to the subdivision among the new 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 Improvement Area #1 Assessment for the newly subdivided Lot

B = the Improvement Area #1 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 the newly subdivided Lots excluding Non-Benefited Property

E = the number of newly subdivided Lots with the same Lot Type

The Improvement Area #1 Assessment for any resulting Lot may not exceed the Maximum Assessment for such Lot, as shown on Exhibit J to the Service and Assessment Plan. See “APPENDIX C — Form of Service and Assessment Plan.”

The following table provides the expected allocation of the Improvement Area #1 Assessments based on Lot Type.

<u>Estimated Allocation of Improvement Area #1 Assessments⁽¹⁾</u>						
	Number	Estimated	Estimated		Estimated	Equivalent Tax
	of Lots ⁽²⁾	Buildout	Maximum	Total	Average	Rate per \$100
<u>Lot Size</u>		<u>Value</u>	<u>Assessment</u>	<u>Assessment</u>	<u>Annual</u>	<u>Assessed Value⁽⁴⁾</u>
		<u>per Lot⁽³⁾</u>	<u>Per Lot⁽⁴⁾</u>		<u>per Lot</u>	
35'	64	\$310,000	\$12,135.81	\$ 776,691.60	\$1,041.51	\$0.3347
43'	48	405,000	15,854.84	761,032.50	1,360.68	0.3347
50'	227	420,000	16,442.06	3,732,347.64	1,411.07	0.3347
55'	64	445,000	17,420.75	1,114,928.26	1,495.06	0.3347
Total/Avg.⁽⁵⁾	403	\$404,715	\$15,843.67	\$6,385,000.00	\$1,359.72	\$0.3347

⁽¹⁾ Preliminary; subject to change. Derived from information in the Service and Assessment Plan.

⁽²⁾ Based on the current concept plan for the District.

⁽³⁾ Provided by the Developer.

⁽⁴⁾ Pursuant to the Financing and Reimbursement Agreement and the Service and Assessment Plan, the Maximum Assessment for each lot within Improvement Area #1 is equal to the amount shown on Exhibit J to the Service and Assessment Plan, which amount may not result in an equivalent tax rate that is greater than \$0.44 per \$100 of Estimated Buildout Value. See “APPENDIX C — Form of Service and Assessment Plan” and “APPENDIX F — Financing and Reimbursement Agreement and Form of First Amendment.”

⁽⁵⁾ Averages are weighted based on number of lots per lot size.

The Bonds are secured by a lien on and pledge of the Trust Estate consisting primarily of Pledged Revenues, including the Improvement Area #1 Assessments. See “SECURITY FOR THE BONDS” and “APPENDIX C — Form of Service and Assessment Plan.”

Prepayment of Assessments

Voluntary Prepayments. Pursuant to the PID Act and the Indenture, the owner of any Improvement Area #1 Assessed Property may voluntarily prepay (a “Prepayment”) all or part of any Improvement Area #1 Assessment levied against any Lot or Parcel, together with accrued interest to the date of payment, at any time. Upon receipt of such Prepayment, such amounts will be applied towards the redemption or payment of the Bonds, as described in the Indenture. Amounts received at the time of a Prepayment which represent a payment of principal, interest, or penalties on a delinquent installment of an Improvement Area #1 Assessment are not to be considered a Prepayment, but rather are to be treated as payment of regularly scheduled Improvement Area #1 Assessments.

Mandatory Prepayment. If Improvement Area #1 Assessed Property is transferred to a person or entity that is exempt from payment of the Improvement Area #1 Assessments under applicable law or any portion of Improvement Area #1 Assessed Property becomes Non-Benefited Property, the owner transferring the Improvement

Area #1 Assessed Property or causing the portion to become Non-Benefited Property shall pay to the City the full amount of the outstanding Assessment, plus Prepayment Costs and Delinquent Collection Costs, if any, for such Improvement Area #1 Assessed Property, prior to the transfer.

Prior to the City approving a final subdivision plat, the PID Administrator will certify that such plat will not result in the Improvement Area #1 Assessment for any Lot Type to exceed the Maximum Assessment. If the subdivision of any Improvement Area #1 Assessed Property by a final subdivision plat causes the Improvement Area #1 Assessment per Lot for any Lot Type to exceed the applicable Maximum Assessment for such Lot Type, the owner must partially prepay the Improvement Area #1 Assessment for each Improvement Area #1 Assessed Property that exceeds the applicable Maximum Assessment for such Lot Type in an amount sufficient to reduce the Improvement Area #1 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 Improvement Area #1 Assessments.

Prepayment as a Result of an Eminent Domain Proceeding or Taking. Subject to applicable law, if any portion of any Parcel of Improvement Area #1 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 Improvement Area #1 Assessed Property is made to an entity with the authority to condemn all or a portion of the Improvement Area #1 Assessed Property in lieu of or as a part of an eminent domain proceeding (a "Taking"), the portion of the Improvement Area #1 Assessed Property that was taken or transferred (the "Taken Property") shall be reclassified as Non-Benefitted Property.

For the Improvement Area #1 Assessed Property that is subject to the Taking as described in the preceding paragraph, the Improvement Area #1 Assessment that was levied against the Improvement Area #1 Assessed Property (when it was included in the Taken Property) prior to the Taking shall remain in force against the remaining Improvement Area #1 Assessed Property (the Improvement Area #1 Assessed Property less the Taken Property), (the "Remaining Property") following the reclassification of the Taken Property as Non-Benefitted Property, subject to an adjustment of the Improvement Area #1 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 Improvement Area #1 Assessment that remains due on the Remaining Property, subject to an adjustment in the Improvement Area #1 Assessment applicable to the Remaining Property after any required Prepayment as set forth below. Notwithstanding the foregoing, if the Improvement Area #1 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 Improvement Area #1 Assessment against the Remaining Property does not exceed the Maximum Assessment, in which case the Improvement Area #1 Assessment and Annual Installments 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 Improvement Area #1 Assessment remaining on the Remaining Property shall not exceed the Maximum Assessment.

Notwithstanding the previous paragraphs in this subsection, if the owner of the Taken Property notifies the City and the PID 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 Improvement Area #1 Assessment required to buy down the outstanding Improvement Area #1 Assessment to the applicable 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 Improvement Area #1 Assessment has been prepaid in full.

Notwithstanding the previous paragraphs in this subsection, the Improvement Area #1 Assessments shall never be reduced to an amount less than the amount required to pay all outstanding debt service requirements on the Outstanding Bonds.

Reduction of Assessments. If, as a result of cost savings or the failure to construct all or a portion of an Authorized Improvement, the Actual Costs of completed Authorized Improvements are less than the Improvement

Area #1 Assessments, the Trustee shall apply amounts on deposit in the Project Fund that are not expected to be used for purposes of the Project Fund to redeem outstanding Bonds. Excess Bond proceeds shall be applied to redeem outstanding Bonds.

Priority of Lien

The Improvement Area #1 Assessments or any reassessment, the expense of collection, and reasonable attorney's fees, if incurred, constitute a first and prior lien against the property assessed, superior to all other liens and claims except liens or claims for the State, county, school district or municipality ad valorem taxes, and are a personal liability of and charge against the owners of the property regardless of whether the owners are named. The lien is effective from the date of the Assessment Ordinance until the Improvement Area #1 Assessment is paid and may be enforced by the City in the same manner as an ad valorem tax levied against real property may be enforced by the City. The owner of any Improvement Area #1 Assessed Property may pay the entire Improvement Area #1 Assessment levied against any Lot or Parcel, together with accrued interest to the date of payment, at any time.

Foreclosure Proceedings

In the event of delinquency in the payment of any Annual Installment, except for unpaid Improvement Area #1 Assessments on homestead property (unless the lien associated with the Improvement Area #1 Assessment attached prior to the date the property became a homestead), the City is empowered to order institution of an action in State district court to foreclose the lien of such delinquent Annual Installment. In such action the real property subject to the delinquent Annual Installments may be sold at judicial foreclosure sale for the amount of such delinquent Annual Installments, plus penalties and interest.

Any sale of property for nonpayment of an installment or installments of an Improvement Area #1 Assessment will be subject to the lien established for remaining unpaid installments of the Improvement Area #1 Assessment against such property and such property may again be sold at a judicial foreclosure sale if the purchaser thereof fails to make timely payment of the non-delinquent installments of the Improvement Area #1 Assessments against such property as they become due and payable. Judicial foreclosure proceedings are not mandatory. In the event a foreclosure is necessary, there could be a delay in payments to owners of the Bonds pending prosecution of the foreclosure proceedings and receipt by the City of the proceeds of the foreclosure sale. It is possible that no bid would be received at the foreclosure sale, and in such event there could be an additional delay in payment of the principal of and interest on the Bonds or such payment may not be made in full. The City is not required under any circumstance to purchase or make payment for the purchase of the delinquent Improvement Area #1 Assessment on the corresponding Improvement Area #1 Assessed Property.

In the Indenture, the City covenants to take and pursue all actions permissible under Applicable Laws to cause the Improvement Area #1 Assessments to be collected and the liens thereof enforced continuously, in the manner and to the maximum extent permitted by Applicable Laws, and to cause no reduction, abatement or exemption of the Improvement Area #1 Assessments, provided that the City is not required to expend any funds for collection and enforcement of Improvement Area #1 Assessments other than funds on deposit in the Administrative Fund. Pursuant to the Indenture, Foreclosure Proceeds (excluding Delinquent Collection Costs) constitute Pledged Revenues to be deposited into the Pledged Revenue Fund upon receipt by the City and distributed in accordance with the Indenture. See "APPENDIX B — Form of Indenture." See also "APPENDIX E-1 — Form of Disclosure Agreement of Issuer" for a description of the expected timing of certain events with respect to collection of the delinquent Improvement Area #1 Assessments.

The City will not be obligated to fund foreclosure proceedings out of any funds other than in the Administrative Fund. If Pledged Revenues are insufficient to pay foreclosure costs, the owners of the Bonds may be required to pay amounts necessary to continue foreclosure proceedings. See "APPENDIX B — Form of Indenture" and "APPENDIX C — Form of Service and Assessment Plan."

THE CITY

Background

The City is a political subdivision and municipal corporation of the State, duly organized and existing under the laws of the State including the City's Home Rule Charter, initially adopted by the voters in the year 2000, and as amended in 2006, 2016, 2018 and 2020.

The City operates as a Home Rule City under a Council-Manager form of government with a City Council consisting of the Mayor and six Council Members. The City Manager is the chief executive officer for the City. The City covers approximately 31.25 square miles and has an estimated population of 58,500 in 2021.

The City is a thriving community having easy access to major highway and roadways, including Interstate Highway 35. The City is strategically located eight miles north of San Marcos, 20 miles south of Austin and 60 miles north of San Antonio. The City is the second largest city in Hays County and enjoys a south-central location convenient to most major population and employment centers in the State.

City Government

The City is a political subdivision formed in 1880 and is a home rule municipality of the State, duly organized and existing under the laws of the State. City Council consists of the Mayor and six Council members who are elected for staggered three-year terms. The City Council formulates operating policy for the City while the City Manager is the chief administration officer. The current members of the City Council and their respective expiration of terms of office, as well as the principal administrators of the City, are noted on page i. See "APPENDIX A – General Information Regarding the City" for more information.

THE DISTRICT

General

The PID Act authorizes municipalities, such as the City, to create public improvement districts within their boundaries or extraterritorial jurisdiction, and to impose assessments within the public improvement district to pay for certain improvements. The District includes approximately 389.19 acres and lies entirely within the corporate limits of the City and is located within Hays County. The District was created by a resolution of the City adopted on April 16, 2019 in accordance with the PID Act (the "Creation Resolution") for the purpose of undertaking and financing the cost of certain public improvements within the District, including the Authorized Improvements, authorized by the PID Act and approved by the City Council that confer a special benefit on the District property. The District is not a separate political subdivision of the State and is administered by the City Council. A map of the property within the District is included on page iv hereof.

Powers and Authority of the City

Pursuant to the PID Act, the City may establish and create the District and undertake, or reimburse a developer for the costs of, improvement projects that confer a special benefit on property located within the District, whether located within the City limits or the City's extraterritorial jurisdiction. The PID Act provides that the City may levy and collect Assessments on property in the District, or portions thereof, payable in full or in periodic installments based on the benefit conferred by an improvement project to pay all or part of its cost.

Pursuant to the PID Act and the Creation Resolution, the City has the power to undertake, or reimburse a developer for the costs of, the financing, acquisition, construction or improvement of the Public Improvements. See "THE AUTHORIZED IMPROVEMENTS." Pursuant to the authority granted by the PID Act and the Creation Resolution, the City has determined to undertake the construction, acquisition or purchase of certain roadway, water, sanitary sewer, drainage, detention, clearing and erosion control, and parks and common area improvements within the District comprising the Public Improvements and to finance the costs thereof through the issuance of the Bonds and the MIA Bonds. The City has further determined to provide for the payment of debt service on the Bonds through the Pledged Revenues. See "ASSESSMENT PROCEDURES" and "APPENDIX C — Form of Service and Assessment Plan."

THE AUTHORIZED IMPROVEMENTS

General

The “Authorized Improvements” consist of the (i) Improvement Area #1 Projects, (ii) Bond Issuance Costs and (iii) District Formation Costs, as described below. A portion of the costs of the Authorized Improvements will be funded with proceeds of the Bonds. The balance of the costs of the Authorized Improvements will be or has been funded by the Developer, without reimbursement, under the terms of the Financing and Reimbursement Agreement and the Service and Assessment Plan. See “APPENDIX C — Form of Service and Assessment Plan” and “APPENDIX F — Financing and Reimbursement Agreement and Form of First Amendment.”

Authorized Improvements

Improvement Area #1 Projects. The Improvement Area #1 Projects consist of Improvement Area #1’s allocable share of the Major Improvements and the Improvement Area #1 Improvements listed below:

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.

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.

Bond Issuance Costs. “Bond Issuance Costs” include (i) the initial deposit to the Reserve Account, (ii) any capitalized interest on the Bonds, (iii) the Underwriter’s discount and (iv) costs related to issuing the Bonds.

District Formation Costs. “District Formation Costs” include 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.

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Costs of Authorized Improvements

The following table reflects the expected total costs of the Authorized Improvements. A portion of the costs of the Authorized Improvements are expected to be financed with proceeds of the Bonds.

Expected Costs of Authorized Improvements⁽¹⁾			
<u>Authorized Improvements</u>	<u>Total Expected Costs of Authorized Improvements</u>	<u>Percentage Allocable to Improvement Area #1</u>	<u>Total Expected Costs Allocable to Improvement Area #1</u>
Major Improvements			
Water	\$ 524,967	32.68%	\$ 171,551
Wastewater	1,514,192	32.68%	494,815
Detention	776,927	32.68%	253,888
Clearing and Erosion Control	<u>297,165</u>	32.68%	<u>97,109</u>
<i>Subtotal</i>	<i>\$3,113,251</i>		<i>\$ 1,017,364</i>
Improvement Area #1 Improvements			
Water	\$ 1,904,089	100.00%	\$ 1,904,089
Wastewater	1,664,789	100.00%	1,664,789
Drainage	3,563,862	100.00%	3,563,862
Streets	3,530,060	100.00%	3,530,060
Clearing and Erosion Control	1,345,247	100.00%	1,345,247
Parks and Common Areas	3,622,769	100.00%	3,622,769
Soft Costs	1,538,668	100.00%	1,538,668
Contingency	<u>2,163,484</u>	100.00%	<u>2,163,484</u>
<i>Subtotal</i>	<i>\$19,332,968</i>		<i>\$19,332,968</i>
Bond Issuance Costs			
Debt Service Reserve	\$ 484,313	100.00%	\$ 484,313
Capitalized Interest	130,360	100.00%	130,360
Costs of Issuance	191,550	100.00%	191,550
Underwriter's Discount ⁽²⁾	<u>383,100</u>	100.00%	<u>383,100</u>
<i>Subtotal</i>	<i>\$ 1,189,323</i>		<i>\$ 1,189,323</i>
District Formation Costs			
Deposit to Administration Fund	<u>\$ 60,000</u>	70.05%	<u>\$ 42,030</u>
Total⁽³⁾	<u>\$23,677,572</u>		<u>\$21,581,684</u>

⁽¹⁾ Derived from information in the Service and Assessment Plan. Preliminary; subject to change.

⁽²⁾ Includes Underwriter's counsel fee.

⁽³⁾ Totals may not add due to rounding.

The total costs of all of the Authorized Improvements are expected to be approximately \$21,581,684*. Only a portion of such costs, in the approximate amount of \$6,385,000*, are expected to be paid with proceeds of the Bonds. The balance of such costs, in the total approximate amount of \$15,196,685*, will be or has been funded by the Developer and will not be reimbursed by the City. As of February 15, 2022, the Developer has spent approximately \$13,856,557.91 on constructing the Improvement Area #1 Projects. The Developer expects to spend an additional approximately \$1,959,654.80 on the Improvement Area #1 Projects, which when added to the amount spent as of February 15, 2022, equals \$15,816,212.71, by April of 2022.

Pursuant to the Financing and Reimbursement Agreement, prior to drawing down funds in the Project Fund, the Developer must spend \$15,196,685* on constructed Improvement Area #1 Projects and provide reasonable evidence to the City of such constructed Improvement Area #1 Projects. The Developer may not be reimbursed for the Developer Contribution out of Improvement Area #1 Assessments or Bond proceeds unless funds remain in the Project Fund after all other Actual Costs of Improvement Area #1 Projects have been reimbursed to the Developer.

* Preliminary; subject to change.

The Appraisal estimates that the value of the property within Improvement Area #1 under certain conditions, including the completion of all of the Improvement Area #1 Projects, is \$23,275,000. The Appraisal is attached hereto as APPENDIX G and should be read in its entirety in order to understand the meaning and basis of the information set forth therein. The Appraisal is addressed to the City and the Underwriter. The estimates of value presented in the Appraisal are no indication of the appraised property's actual market value. Investors should not assume that the disposition of the lots in Improvement Area #1 in the event of default would provide sufficient funds to pay the principal of Bonds outstanding at that time. The conclusions reached in the Appraisal are subject to certain assumptions, hypothetical conditions and qualifications, which are set forth in the Appraisal. See "APPRAISAL OF PROPERTY WITHIN THE DISTRICT" for further information regarding the Appraisal, including with respect to such assumptions, hypothetical conditions and qualifications.

Ownership and Maintenance of Improvement Area #1 Projects

The Improvement Area #1 Projects will be dedicated to and accepted by the City and will constitute a portion of the City's infrastructure improvements. The City will provide for the ongoing maintenance and repair of the Improvement Area #1 Projects, except for the Parks and Common Area Improvements, which will be maintained by the HOA, constructed and conveyed, as outlined in the Service and Assessment Plan.

THE DEVELOPMENT

The following information has been provided by the Developer. Certain of the following information is beyond the direct knowledge of the City and the Underwriter, and neither the City nor the Underwriter have any way of guaranteeing the accuracy of such information.

Overview

The Development is an approximately 2,200-acre project, of which approximately 389.19 acres comprises the District. The Development is situated between FM 1626 and Jack C Hays Trail (R.M. 2770) with Kohlers Crossing (County Road 171) running through the Development. The Development is approximately two miles from Interstate 35. "Phase I" of the Development is located south of Kohlers Crossing. "Phase II" of the Development, which includes the property within the District and an additional approximately 463 acres of land not owned by the Developer ("Phase II – Mountain Plum"), is located north of Kohlers Crossing.

The District is within the boundaries of Tax Increment Reinvestment Zone Number Two, City of Kyle (the "Zone"). The Zone was created for the purpose of providing public improvements, including (i) public water distribution, wastewater collection and storm drainage facilities, (ii) adequate, roadway systems for mobility access, and orderly development, and (iii) parks, plazas and other public spaces for public gatherings, community events and community celebrations (the "Zone Projects"). The City and Hays County have each agreed to contribute 50% of the ad valorem taxes collected and received by such taxing entity on the captured appraised value of the Zone to pay for the Zone Projects. The Developer is not responsible for the construction of any of the Zone Projects and none of the Zone Projects to be financed through the Zone are considered Authorized Improvements.

Development Plan and Status of Development

Phase I. Development of Phase I of the Development began in or around 1997 pursuant to the terms of the Agreement between the City of Kyle, Plum Creek Development Partners, LTD. ("Plum Creek Partners"), and William Negley, Trustee, for Development and Annexation of Phase I of the Plum Creek Ranch Property (the "Original Development Agreement"). The Original Development Agreement was amended by (i) Addendum Number One ("Addendum One") between the City, Plum Creek Partners and Mountain Plum, Ltd. ("Mountain Plum"), (ii) Addendum Number Two ("Addendum Two") between the City, Plum Creek Partners and Mountain Plum, (iii) Addendum Number Three ("Addendum Three") between the City and Benchmark Land Development, Inc. ("Benchmark"), on behalf of Plum Creek Partners, (iv) Addendum Number Four ("Addendum Four") between the City, Plum Creek Partners and Mountain Plum and (v) Addendum Number Five ("Addendum Five") between the City and the Developer (the Original Development Agreement, together with each Addendum, the "Development Agreement").

Phase I was developed over time by Plum Creek Partners, Mountain Plum and Benchmark, and includes an elementary school, a middle school, 5000+ single family homes, 75+ acres of commercial sites, 100+ acres of amenities and a 27-hole golf course, as generally depicted on the “Concept Plan” shown below.

Phase II. The Developer purchased the land comprising the District in 2016. As of February 15, 2022, the Developer owned all of the land within the District, with the exception of 13 lots that had been sold to homeowners. The Developer plans to develop the District in three Improvement Areas. Such development began with the construction of the Major Improvements and the Improvement Area #1 Improvements. The Developer anticipates that it will follow with the construction of the Future Improvement Area Improvements based on market demand.

The Developer finished construction of the utility and road Improvement Area #1 Projects to serve Section 2-1 of Improvement Area #1 in December of 2020 and the remaining Improvement Area #1 Projects to serve Section 2-1 of Improvement Area #1 in October of 2021. The Developer began construction of the Improvement Area #1 Improvements and the Major Improvements to serve Section 2-2 of Improvement Area #1 in July of 2021. The Developer expects to complete (i) the Improvement Area #1 Improvements and a portion of the Major Improvements to serve Section 2-2 of Improvement Area #1 by the first quarter of 2022 and (ii) the remaining Major Improvements to serve Section 2-2 of Improvement Area #1 by November of 2022. The Developer expects to complete construction of the Major Improvements to serve the Major Improvement Area by 2024. In addition to the Public Improvements, the Developer is constructing the Amenities, which will be available for use by the residents within the District.

Phase II – Mountain Plum is being developed by Mountain Plum and includes [REDACTED].
[City please provide]

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Item # 25

The following table shows the expected number and type of lots within each Improvement Area of the District.

Expected Single-Family Lots within the District⁽¹⁾				
<u>Lot Size</u>	<u>Improvement Area #1</u>	<u>Improvement Area #2⁽²⁾</u>	<u>Improvement Area #3⁽²⁾</u>	<u>Total number of Lots</u>
35'	64	70	-	134
43'	48	72	70	190
50'	227	141	285	653
55'	64	112	63	239
Total	403	395	418	1,216

(1) Provided by the Developer
(2) The Major Improvement Area includes Improvement Area #2 and Improvement Area #3.

The Developer is and expects to be the only homebuilder in the District. The Developer began construction of homes in Section 2-1 of Improvement Area #1 in February of 2022 and, as of February 15, 2022, has 161 homes under contract with end-users and 13 homes closed with end-users. The anticipated schedule for sale of single-family homes to homeowners within Improvement Area #1 and the Major Improvement Area are shown in the following tables.

Expected Sale of Single-Family Lots to Homeowners by Lot Type in Improvement Area #1⁽¹⁾					
<u>Year End</u>	<u>35' Lot</u>	<u>43' Lot</u>	<u>50' Lot</u>	<u>55' Lot</u>	<u>Total Lots</u>
2021	0	0	5	1	6
2022	14	20	122	13	169
2023	50	28	100	50	228
Total	64	48	227	64	403

(1) Absorption schedules in the Appraisal may vary.

Expected Sale of Single-Family Lots to Homeowners by Lot Type in Major Improvement Area⁽¹⁾					
<u>Year End</u>	<u>35' Lot</u>	<u>43' Lot</u>	<u>50' Lot</u>	<u>55' Lot</u>	<u>Total Lots</u>
2023	19	39	185	53	296
2024	19	47	149	56	271
2025	32	56	92	66	246
Total	70	142	426	175	813

(1) Absorption schedules in the Appraisal may vary.

The following table shows the status of single-family lot and home construction in Improvement Area #1 as of February 15, 2022.

Status of Single-Family Lot and Home Construction in Improvement Area #1⁽¹⁾							
<u>Lot Size</u>	<u>Total No of Lots</u>	<u>Completed Lots</u>	<u>Homes Under Construction</u>	<u>Completed Homes</u>	Completed	<u>Homes Under Contract with Homeowners⁽²⁾</u>	<u>Homes Sold to Homeowners</u>
					<u>Homes Not Sold or Under Contract with Homeowners</u>		
35'	64	0	0	0	0	0	0
43'	48	33	30	0	1 ⁽¹⁾	27	0
50'	227	137	125	11	1 ⁽¹⁾	111	11
55'	64	32	25	2	1 ⁽¹⁾	23	2
Total	403	202	180	13	3	161	13

(1) Lot totals include 3 model homes.
(2) Homes under contract with homeowners include homes that are still under construction.

The actual and expected lot and home prices within Improvement Area #1 of the District are as follows:

Single-Family Lot and Home Prices in Improvement Area #1

<u>Lot Size</u>	<u>Total No of Lots</u>	<u>Average Base Lot Price⁽¹⁾</u>	<u>Estimated Average Base Home Price⁽²⁾</u>
35'	64	\$42,490	\$310,000
43'	48	52,202	405,000
50'	227	60,700	420,000
55'	64	66,770	445,000
Total/Avg.	403	\$57,796	\$404,715

⁽¹⁾ Provided by the Developer. The Developer expects to be the only homebuilder in the District and does not expect to sell lots to homebuilders.

⁽²⁾ Estimated base home prices have been provided by the Developer.

The actual and expected lot and home prices within the Major Improvement Area of the District are as follows:

Single-Family Lot and Home Prices in the Major Improvement Area

<u>Lot Size</u>	<u>Total No of Lots</u>	<u>Average Base Lot Price⁽¹⁾</u>	<u>Estimated Average Base Home Price⁽²⁾</u>
35'	70	\$45,091	\$310,000
43'	142	57,069	405,000
50'	426	67,053	420,000
55'	175	72,418	445,000
Total/Avg.	813	\$64,306	\$404,715

⁽¹⁾ Provided by the Developer. The Developer expects to be the only homebuilder in the District and does not expect to sell lots to homebuilders.

⁽²⁾ Estimated base home prices have been provided by the Developer.

Financing and Reimbursement Agreement

The City and the Developer entered into the Financing and Reimbursement Agreement pursuant to which the Developer agreed to construct certain public improvements within the District, including the Improvement Area #1 Projects, and the City agreed to reimburse the Developer for a portion of the costs of such improvements. Pursuant to the Financing and Reimbursement Agreement, the City may issue bonds to fund such improvements if the following requirements, among others, are met: (i) the final maturity for each series of bonds shall occur no later than 20 years from the issuance of said bonds, (ii) no assessments shall be levied on any given portion of the District for the payment of such public improvements that 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 and (iii) the minimum appraised value to lien ratio at the issuance date of each series of bonds shall be 3 to 1. "Maximum Equivalent Tax Rate" means, for each lot classification identified in the Service and Assessment Plan, \$0.44 per \$100 of estimated buildout value.

Pursuant to the Financing and Reimbursement Agreement, the City shall not be obligated to make any payment to the Developer thereunder until the City has received the sum of \$2,000,000 (the "Development Agreement Contribution"), as provided for in Addendum Five, as described below under "— Development Agreement." Additionally, the City shall not be obligated to make any payment to the Developer from the proceeds of any Future Improvement Area Bonds until the City has received the sum of \$600,000 (the "Multi-Use Tract Improvement Deposit"), as provided for in Addendum Five, as described below under "— Development Agreement." The Development Agreement Contribution shall not be paid from the proceeds of any bonds for the District.

Additionally, in accordance with the First Amendment, prior to drawing down funds in the Project Fund, the Developer must expend amounts equal to the Development Agreement Contribution on constructed Improvement Area #1 Projects and provide reasonable evidence to the City of such constructed Improvement Area #1 Projects. The Developer may not be reimbursed for the Development Agreement Contribution out of Improvement Area #1 Assessments or Bond proceeds unless funds remain in the Project Fund after all other Actual Costs of Improvement Area #1 Projects have been reimbursed to the Developer. See "APPENDIX F — Financing and Reimbursement Agreement and Form of First Amendment."

Pursuant to the First Amendment, the aggregate principal amount of bonds for the District (any such series of bonds, "PID Bonds") issued to finance Public Improvements within the District shall not exceed the lesser of (i) an amount sufficient to fund: (a) the actual costs of the Public Improvements, (b) required reserves and capitalized interest of not more than 12 months after the completion of construction of the applicable Public 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 (c) bond issuance costs or (ii) \$25,000,000.00. 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.

Development Agreement

General. Development of the Development is governed by the Development Agreement. The Original Development Agreement among the City, Plum Creek Partners and William Negley, set forth the development standards and requirements for Phase I of the Development and provided the right to integrate and include Phase II of the Development, including the property within the District, within the terms and provisions of the Original Development Agreement by executing an addendum to the Original Development Agreement or by filing and obtaining approval of the Plum Creek Phase II Master Plan. Prior to execution of Addendum One, William Negley assigned and transferred a portion of his interest in the Original Development Agreement to Mountain Plum. Pursuant to Addendum One, the provisions of the Original Development Agreement became applicable to the property within the District. In Addendum One, the City agreed to provide water and wastewater service to the District subject to sufficient capacity being available from time to time for wastewater treatment, wastewater transmission, water treatment, potable water and water transmission. The City agreed to use reasonable efforts and take reasonable action to ensure the availability of sufficient water and wastewater to serve the District. Prior to execution of Addendum Five, Mountain Plum assigned and transferred its interest in the District to Benchmark and, thereafter, Benchmark assigned and transferred its interest to the Developer.

Addendum Five. The City and the Developer entered into Addendum Five to the Original Development Agreement, effective as of April 16, 2019, pursuant to which the Developer agreed to construct certain public improvements within the District, including the Public Improvements, and the City agreed to reimburse the Developer for a portion of the costs of such improvements. Pursuant to the Development Agreement, the City may issue bonds to fund the Public Improvements and related bond issuance and related financing costs in a maximum principal amount totaling \$25,000,000.

In accordance with Addendum Five:

(i) The Developer will pay to the City the Development Agreement Contribution, in the amount of \$2,000,000, to cover the District's portion of offsite improvements and related work necessary for water utility service to be extended to the District, which improvements include a portion of the Anthem Water Tower and portions of a new water transmission line from Anthem to the District. The Development Agreement Contribution is contingent upon and is due and payable after the City authorizes the issuance of the first series of PID Bonds and at the time the trustee for such PID Bonds receives the proceeds of such PID Bond issuance. The Developer will pay the City the Development Agreement Contribution within ten days of the date that the City gives the Developer written notice of the trustee's receipt of the PID Bond proceeds. The PID Bond proceeds will not be authorized to be distributed to the Developer until the City receives the Development Agreement Contribution.

(ii) Upon the earlier to occur of: (A) within ten days of the date that the City gives the Developer written notice of the trustee's receipt of the PID Bond proceeds for the second PID Bond issuance; or (B) at the time the Developer conveys the Multi-Use Tract (as defined herein) to the City, the Developer shall pay to the City the Multi-Use Tract Improvement Deposit, in the amount of \$600,000. The Multi-Use Tract Improvement Deposit shall be held in a separate account by the City and used to improve the Multi-Use Tract and the Option Land (as defined herein), if acquired by the City, for soccer fields and related improvements (including but not limited to parking and lighting) and recreational uses.

(iii) The Developer owns that certain 22.204-acre tract, more or less, within the District that is designated as "Detention/Drainage/Recreation Space" and "Neighborhood 3 or Detention/Drainage/Recreation Space" on the "Preliminary Land Plan" shown below (the "Multi-Use Tract"). Within 30 days after the Developer's drainage improvements within the Multi-Use Tract (as described below) are complete, but no later than December 31, 2027,

the Developer will convey to the City in fee simple the Multi-Use Tract, using an instrument acceptable to the City free of all liens and encumbrances. The Developer expects to convey the Multi-Use Tract to the City in 2023.

(iv) The Developer will notify the City at the time that the Developer begins to design the Stormwater Detention Facility (as defined herein). The City will notify the Developer within 21 days regarding whether the City wishes to enter into an agreement with the Developer to cause the Developer's engineer to design the drainage improvements on the Multi-Use Tract to certain specifications that allow all-weather soccer play or other all-weather recreational uses (the "Recreational Use Improvements"). The City will pay for the cost of the design for the Recreational Use Improvements.

The Developer notified the City when it began construction of the Stormwater Detention Facility. The City has not yet notified the Developer if it wishes to enter into an agreement with the Developer to cause the Developer's engineer to design the Recreational Use Improvements.

(v) The City has indicated its desire for the District to include additional area for all-weather soccer fields. The Developer grants to the City an option for the City to acquire from the Developer land up to five acres, as described on the Preliminary Land Plan shown below (the "Option Land"), upon which the City will construct up to two additional all-weather soccer fields and related improvements. The City must notify the Developer of its intent to acquire the Option Land within 24 months after the Developer completes construction of the first 150 residential building lots within the District. The Option Land must include any areas required for drainage improvements associated with improvements to be constructed thereon. The purchase price for the Option Land shall be paid to the Developer in cash for the sum of \$224,260 per acre or, at the City's election, in the form of credits for park land fees due under the City's ordinances and the Development Agreement, or a combination thereof. Should the City not begin construction of recreational improvements on the Option Land within five years after the City's acquisition of such land, the Developer will have a right of reentry to repurchase the Option Land from the City at the paid price by the City.

The City has notified the Developer of its intent to acquire the Option Land. The Developer expects to convey the Option Land to the City in 2023.

(vi) There may be an opportunity for the District stormwater drainage and detention requirements to be met by offsite regional detention facilities. In the event that, within 90 days after the effective date of the Addendum Five, the City provides the Developer with an engineered drainage study demonstrating, or the City and the Developer otherwise determine, that offsite regional detention facilities will meet the District's stormwater drainage and detention requirements, the City and the Developer will work in good faith to cause the District to be served by such facilities; provided that the District will only be required to spend or cost-participate in regional detention facilities up to the amount the District would have spent for onsite drainage and detention facilities, and provided further that participation in regional detention will not delay development of the District.

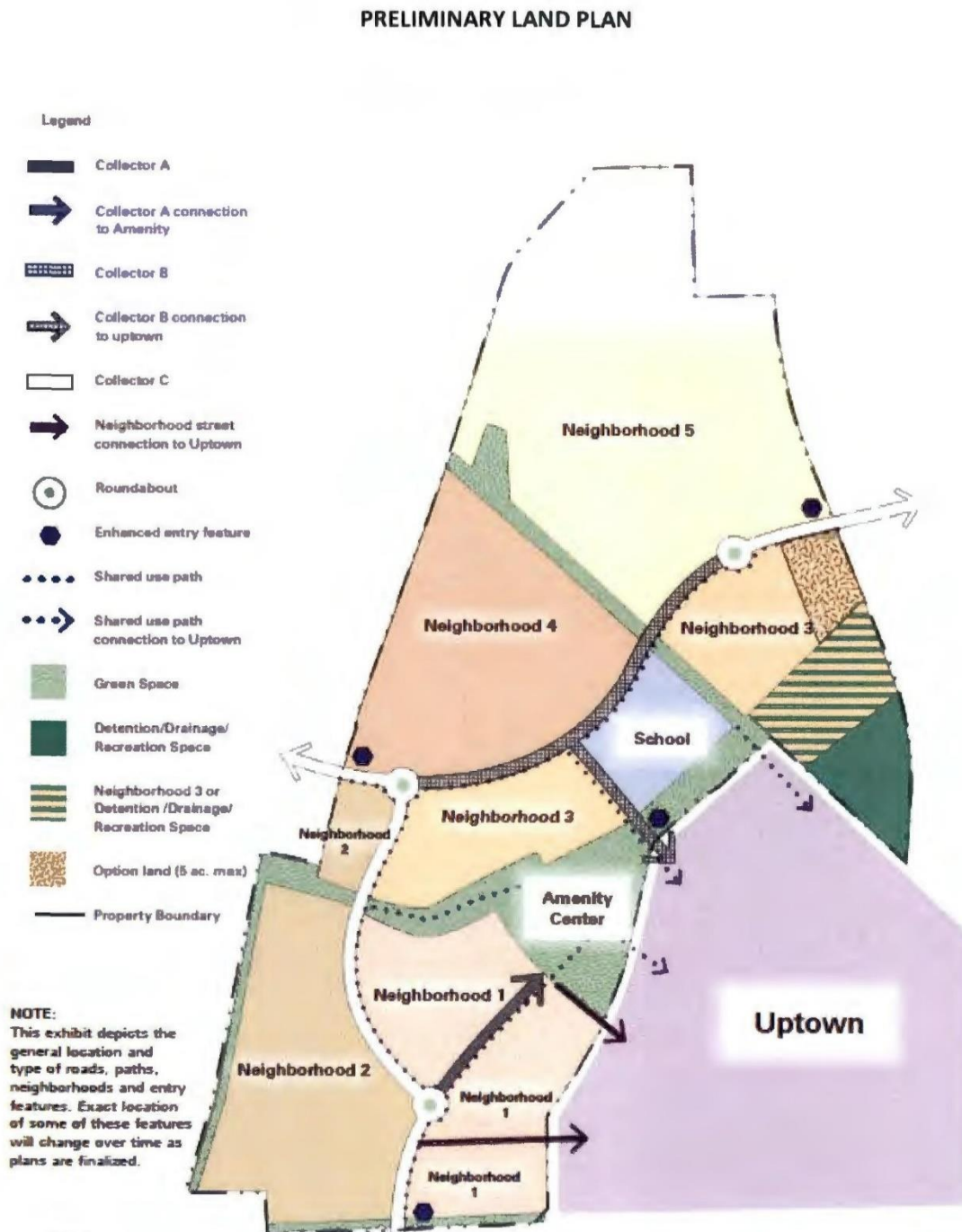
The City and the Developer have determined that offsite regional detention facilities, in conjunction with the Stormwater Detention Facility described below, will meet the District's stormwater drainage and detention requirements. Mountain Plum is constructing such offsite facilities. In connection with the construction of the offsite facilities, Mountain Plum and the Developer entered into a cost participation agreement, whereby the Developer and Mountain Plum agreed to share in the costs of such facilities, with the Developer and Mountain Plum being responsible for 40% and 60% of the costs, respectively. The portion of the offsite facilities that benefit the District are included in the costs of the Major Improvements. The offsite facilities are approximately 75% complete and are expected to be accepted by the City in early to mid-2022.

(vii) The Developer is a party to that certain Site Development Agreement described below, in which the Developer has agreed to construct a stormwater detention facility on all or a portion of the Multi-Use Tract, referred to in the Site Development Agreement as the "Stormwater Detention Facility." The Developer acknowledges and agrees that the obligation to construct the Stormwater Detention Facility in accordance with the terms of the Site Development and to provide drainage benefit for the 36 acres of land as described in the Addendum Five, as well as any other infrastructure required to be constructed on the Multi-Use Tract under the Site Development Agreement ("the Site Development Agreement Obligations"), remain the Developer's obligation and shall not transfer to the City when the Multi-Use Tract or any portion of the Multi-Use Tract is conveyed to the City. In the event that the Developer conveys the Multi-Use Tract to the City before the Developer constructs the Stormwater Detention Facility or the infrastructure, the City and the Developer will execute a license agreement in the form provided by the City that

authorizes the Developer to access the Multi-Use Tract to construct the Stormwater Detention Facility and the infrastructure.

The portion of the Stormwater Detention Facility that benefits the District is included in the costs of the Major Improvements. The remaining costs to construct the Stormwater Detention Facility have or will be financed by the Developer and will not be reimbursed through the District. The Developer expects to complete the Stormwater Detention Facility in early to mid-2022.

Preliminary Land Plan.⁽¹⁾



⁽¹⁾ Uptown is not included within the District.

Site Development Agreement

The Developer and Mountain Plum entered into the Site Development Agreement effective as of August 25, 2016 (the “Site Development Agreement”), which sets forth each of the Developer’s and Mountain Plum’s obligations with respect to the construction and development of Phase II of the Development, as outlined below.

Water Improvements. Mountain Plum shall be responsible for constructing (i) the extension of the water line from Kohler’s Crossing through Areas 6/10 to FM 1626 and (ii) the water line located within Phase II – Mountain Plum, running east from the amenity center towards FM 1626, as shown in the “Site Development Agreement Plan” set forth below.

The Developer shall be responsible for constructing (i) the extension of the water line from Kohler’s Crossing through the District, (ii) the water connection stub-outs to serve the District, (iii) the water line extending from Kohler’s Crossing to a point south of the Stormwater Detention Facility located within the District and reflected as “Pond” on the Site Development Agreement Plan set forth below.

The aforementioned water improvements are part of the Major Improvements under the Service and Assessment Plan. The water improvements are partially complete, and the Developer expects to complete construction in 2024.

Wastewater Improvements. The Developer shall be responsible for constructing the wastewater connection stub-outs to serve the District on the Site Development Agreement Plan set forth below. The wastewater connection stub-outs are part of the Major Improvements under the Service and Assessment Plan. The wastewater connection stub-outs are partially complete, and the Developer expects to complete construction in 2024.

The Developer has agreed to construct the extension to the existing wastewater line that, as of the date of the Site Development Agreement, stopped just north of Kohler’s Crossing, so that it connects to the District (the “Wastewater Line Extension”), which Wastewater Line Extension will serve both the District and Phase II – Mountain Plum. The Developer and Mountain Plum agreed to share in the cost of the Wastewater Line Extension with the Developer and Mountain Plum being responsible for 25% and 75% of the costs, respectively.

The costs related to the portion of the Wastewater Line Extension that benefits the District are part of the Major Improvements under the Service and Assessment Plan. The Wastewater Line Extension is partially complete, and the Developer expects to complete construction in 2024.

Stormwater Detention Facility. The Developer shall be responsible for constructing the Stormwater Detention Facility located within the District, as depicted on the Site Development Agreement Plan as “Pond.” The Developer agreed to complete the Stormwater Detention Facility at the same time as it first develops residential lots or improvements within the District that will drain to the Stormwater Detention Facility.

The costs related to the portion of the Stormwater Detention Facility that benefits the District are part of the Major Improvements under the Service and Assessment Plan. The remaining costs to construct the Stormwater Detention Facility have or will be financed by the Developer and will not be reimbursed through the District. The Developer has completed construction of the Stormwater Detention Facility.

Roadway Improvements. The Developer shall be responsible for constructing the roadway improvements to serve the District, as shown on the Site Development Agreement Plan set forth below. The roadway improvements are part of the Major Improvements under the Service and Assessment Plan. The roadway improvements are partially complete, and the Developer expects to complete construction in 2024.

Trail Connections. The Developer shall be responsible for constructing four connections to the pedestrian and bicycle trails located within the District. The trail connections are partially complete, and the Developer expects to complete construction in 2024. The portion of the trail connections benefiting Improvement Area #1 are included in the costs of the Improvement Area #1 Improvements. The remaining portion of the trail connections will benefit Future Improvement Areas and the Developer expects that such costs will be included as Future Improvement Area Improvements.

Photographs of the Development

The following photographs show the entrance to the District, the entrance into a subdivision within the District, ongoing home construction within Section 2-1 of Improvement Area #1, ongoing construction of the Improvement Area #1 Improvements within Section 2-2 of Improvement Area #1, and ongoing construction of one of the amenity centers, respectively.



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Amenities

The Developer expects to construct (i) a main amenity center, which is anticipated to include an upgraded pool (which shall consist at a minimum of an adult pool, a kiddie pool or kiddie pool offset, a splash pad or similar

water feature, and a covered patio and seating area), a conditioned community building, playscapes and outdoor theater, such construction expected to be complete in May of 2022 and (ii) a secondary major amenity center, which is anticipated to include a pool and other outdoor recreational features (which shall consist at a minimum of a covered patio and seating area suitable for barbecue area, parties, and general gathering, a playscape and outdoor playground area), such construction expected to be complete in August of 2024 (collectively, the “Amenities”). All of the Amenities will be located within the Major Improvement Area. The Developer expects the Amenities to cost approximately \$5,000,000 to construct. The Developer is financing the costs of the Amenities with cash and will not be reimbursed by the City. The Amenities will be owned, operated and maintained by the HOA and will only be available for owners of single-family residential homes within the District.

The District will also include pedestrian and bicycle trails, which are expected to consist of one 10’ trail and one 6’ trail. The Developer expects to construct the trails within each Improvement Area of the District on a phased basis. The trails within Improvement Area #1 are part of the Improvement Area #1 Improvements being financed with proceeds of the Bonds. The trails anticipated to be constructed within Future Improvement Areas are expected to be included as Future Improvement Area Improvements to be financed with Future Improvement Area Bonds, if any.

Phase I of the Development (which is not located within the District) also contains certain amenities, including amenity centers, parks, open spaces and a 18-hole golf course. Residents within the District will not have access to the amenity centers and pools within Phase I, but the residents within the District will have access to the open spaces, parks and the golf course that are maintained by the City.

Zoning/Permitting

The development of property within the District is governed by the standards set forth in the Development Agreement and all applicable City regulations, as such regulations are modified by additional requirements, including the Plum Creek Phase II Master Plan, the Plum Creek PUD Subdivision Ordinance and the Plum Creek PUD Zoning Ordinance.

Education

The Development is served by Hays CISD. Hays CISD operates 14 elementary school, six middle schools and three high schools. Laura B Negley Elementary School (“Negley Elementary”), RC Barton Middle School (“Barton Middle”) and Jack C Hays High School (“Hays High”), which are approximately 1.2, 0.5 and 0.25 miles, respectively, from the District, are expected to serve residents in the District.

GreatSchools.org rated Negley Elementary and Barton Middle as “above average” and Hays High as “average.” According to the Texas Education Agency 2018-2019 annual report cards, both Negley Elementary and Barton Middle were rated as “A” and both Hays High and Hays CISD were rated as “B.” (The categories for public school districts and public schools are A, B, C, D or F.) The Texas Education Agency labeled all district and campuses “Not Rated: Declared State of Disaster” for 2019-2020 and 2020-2021.

Pursuant to the Site Development Agreement, the Developer agreed to dedicate and convey to the City, as and when required by the City, no less than 10 acres of land (as generally depicted on the Site Development Agreement Plan above) for an elementary school. The Developer expects to convey such land to the City in 2023.

Environmental

Site Evaluation. A Phase I Environmental Site Assessment (the “Phase I ESA”) of the District was completed in July 2016. The Phase I ESA indicates that there was no evidence of recognized environmental conditions (“REC”) associated with the District. De minimus conditions identified on the property within the District include transformers without non-PCB labels, overhead electric distribution lines, natural gas line easement, and miscellaneous debris that were identified during the site reconnaissance. These de minimus conditions would not be likely to present a threat to human health or the environment. De minimus conditions were identified on an adjacent property of the high school campus approximately 0.1 miles away upgradient from the District and included a record for one leaking petroleum storage tank. Concurrence of this condition was issued in 1994. Therefore, the leaking petroleum storage tank is not considered to be a REC. This de minimus condition would not likely present any threat or impact to human health or the environment.

Endangered Species. According to the website for the United States Fish and Wildlife Service, the following endangered species are known or believed to occur in Hays County: Peck's cave amphipod, San Marcos gambusia, Comal Springs dryopid beetle, Texas blind salamander, Barton Springs salamander, fountain darter, Comal Springs riffle beetle, whooping crane and golden-cheeked warbler. The Developer is not aware of any endangered or threatened species located on District property.

Utilities

Water and Wastewater. The City will provide water and wastewater service to the District. Pursuant to the Development Agreement, the City agreed to provide sufficient capacity to provide water and wastewater service to the District. The City contracts with Guadalupe Brazos River Authority (GBRA), Edwards Aquifer Authority, Barton Springs Edwards Aquifer Conservation District, City of San Marcos, and the Alliance Regional Water Authority to meet the City's water supply needs. The City also owns various facilities including storage and pumping facilities, water distribution and sewage collection systems, meters, valves, and other facilities necessary to provide water and sewer service to its customers. The City's water supply and distribution system, and its wastewater collection and treatment system facilities currently have sufficient capacity to provide water and wastewater service to the District.

Additional Utilities. The Developer anticipates additional utilities to be provided by: (1) Telecom – Spectrum; (2) Electric – Pedernales Electric Cooperative; and (3) Gas – CenterPoint Energy.

THE DEVELOPER

The following information has been provided by the Developer. Certain of the following information is beyond the direct knowledge of the City and the Underwriter, and neither the City nor the Underwriter have any way of guaranteeing the accuracy of such information.

General

In general, the activities of a developer in a development such as the District include purchasing the land, designing the subdivision, including the utilities and streets to be installed and any community facilities to be built, defining a marketing program and building schedule, securing necessary governmental approvals and permits for development, arranging for the construction of roads and the installation of utilities (including, in some cases, water, sewer, and drainage facilities, as well as internet, gas and electric service) and selling improved lots and commercial reserves to builders, developers, or other third parties. The relative success or failure of a developer to perform such activities within a development may have a material effect on the security of revenue bonds, such as the Bonds, issued by a municipality for a public improvement district. A developer is generally under no obligation to a public improvement district, such as the District, to develop the property which it owns in a development. Furthermore, there is no restriction on the developer's right to sell any or all of the land which the developer owns within a development. In addition, a developer is ordinarily the major tax and assessment payer within a district during its development.

Description of the Developer

The Developer is a wholly-owned subsidiary of Lennar Corporation ("Lennar"). Lennar stock trades on the NASDAQ under the symbol LEN. Lennar is subject to the informational requirements of the Securities and Exchange Act of 1934, as amended, and in accordance therewith files reports, proxy statements, and other information with the SEC. Such reports, proxy statements, and other information filed by Lennar can be inspected and copied at the Public Reference Section of the SEC, Room 100 F Street, N.E., Washington D.C. 20549 and at the SEC's internet website at <http://www.sec.gov>. Copies of such materials can be obtained by mail from the Public Reference Section of the SEC at prescribed rates. Copies of the above reports, proxy statements and other information may also be inspected at the offices of the NASDAQ, 1 Liberty Street, New York, New York 10006. All documents subsequently filed by Lennar pursuant to the requirements of the Securities and Exchange Act of 1934 after the date of this Limited Offering Memorandum will be available for inspection in the same manner as described above.

In addition, Lennar makes available on its website <https://investors.lennar.com/financials> its annual reports on Form 10-K, quarterly reports on Form 10-Q and current reports from Form 8-K (and any amendments to those reports) filed pursuant to Section 13(a) or 15(d) of the Securities Exchange Act of 1934, as soon as practicable after they have electronically filed with the SEC as well as other financial institutions. **Unless otherwise specified,**

information contained on Lennar's website, available by hyperlink from Lennar's website or on the SEC's website, is not incorporated into this Limited Offering Memorandum.

Since 1954, Lennar has had the privilege of helping over one million families move into the next stage of life with a new home. Lennar builds in some of the nation's most popular cities, and its communities cater to all lifestyles, with new homes for all stages of life, whether you are a first-time or move-up buyer, a multigenerational family, or Active Adult.

Lennar is a national homebuilder that operates in various states with deliveries of 52,925 new homes in fiscal 2020. Lennar was founded as a local Miami homebuilder in 1954. Lennar completed its initial public offering in 1971 and listed its common stock on the New York Stock Exchange in 1972. During the 1980s and 1990s, it entered and expanded operations in a number of homebuilding markets, including California, Florida and Texas, through both organic growth and acquisitions, such as Pacific Greystone Corporation in 1997. In 1997, Lennar completed the spin-off of its then commercial real estate business, LNR Property Corporation. In 2000, it acquired U.S. Home Corporation, which expanded its operations into New Jersey, Maryland, Virginia, Minnesota and Colorado and strengthened its position in other states. From 2002 through 2005, Lennar acquired several regional homebuilders, which brought it into new markets and strengthened its position in several existing markets. From 2010 through 2013, Lennar expanded its homebuilding operations into the Atlanta, Oregon, Seattle and Nashville markets. In 2017 it acquired WCI Communities, a luxury homebuilder in Florida. Through the 2018 acquisition of CalAtlantic Communities Lennar increased its local market scale and additionally it allowed Lennar to enter the Salt Lake City and Indianapolis markets. As a result, Lennar became the nation's largest homebuilder in terms of consolidated revenues, with fiscal year 2020 consolidated revenues of \$22.5 billion.

A snapshot of some of the communities Lennar has developed in the Austin, Texas Market is presented below.

<u>Projects</u>			
<u>Name of Community</u>	<u>City</u>	<u>Number of Lots</u>	<u>Status of Development</u>
Stonefield ⁽¹⁾	Buda	698	Fully Developed
Enclave at Estancia ⁽²⁾	Austin	370	Under Development
Avana	Austin	850	Fully Developed
Cool Springs	Kyle	387	Under Development
Greenwood	Austin	821	Under Development
Plum Creek North ⁽²⁾	Kyle	1,216	Under Development
Bastrop Grove	Bastrop	1,012	Under Development
Colorado Crossing	Austin	81	Fully Developed
Bradshaw Crossing	Austin	876	Fully Developed
East Village	Bee Cave	69	Fully Developed
Retreat at Steiner Ranch	Austin	106	Fully Developed
Cotton Brook ⁽²⁾	Hutto	983	Under Development

⁽¹⁾ Development was funded partly through a municipal utility district

⁽²⁾ Development was funded partly through a public improvement district.

Executive Biography of Principals of Lennar Corp.

Rick Beckwitt: Co-Chief Executive Officer. Rick Beckwitt is Co-Chief Executive Officer and Co-President of Lennar Corporation (NYSE: LEN). He joined Lennar in March 2006 as an Executive Vice President. He became President in April 2011 and was promoted to Chief Executive Officer in April 2018.

Beckwitt serves on the Board of Directors of Eagle Materials Inc. (NYSE: EXP), one of the nation's leading manufacturers of construction products and building materials. He is also on the Board of Directors of Five Point Holdings, LLC (NYSE: FPH), the largest developer of mixed-use, master planned communities in Coastal California.

Beckwitt has been involved in the homebuilding and construction industry for more than 30 years. From 1993 to 2003, he was on the Board of Directors of D.R. Horton, Inc. (NYSE: DHI), one of the leading homebuilding companies in the United States. From 1993 to March 2000, he held various executive officer positions at D.R. Horton, including President of the Company. From March 2000 to March 2006, Beckwitt was the owner and Managing Partner of EVP Capital, L.P., a private venture capital and real estate advisory company.

From 1986 to 1993, Beckwitt worked in the Mergers and Acquisitions and Corporate Finance Departments at Lehman Brothers, specializing in the homebuilding and building products industries. Prior to that, he worked for various homebuilding and construction companies, including his own. Beckwitt graduated with honors from Claremont McKenna College in 1981. He lives in Dallas, Texas with his wife, Barb, and has two children.

Jon Jaffe: Co-Chief Executive Officer. Jon Jaffe is Co-Chief Executive Officer and Co-President of Lennar Corporation (NYSE:LEN). He joined Lennar in 1983 as Regional President of Homebuilding Operations. Jaffe became Vice President in 1994 and in 1995, he moved to California to lead the company's expansion into that state and the West. Jaffe spearheaded Lennar's efforts to acquire land, other homebuilders and developers including such companies as Bramalea Homes, Pacific Greystone Homes, Coto de Caza, Stevenson Ranch and CalAtlantic Homes. Additionally, he oversaw Lennar's acquisition of Mare Island, Hunters Point, El Toro and Treasure Island. These acquisitions helped transition Lennar into the nation's leading homebuilder.

Jaffe serves as a member of the Board of Directors of Lennar Corporation as well as Five Point Holdings, LLC (NYSE: FPH), Opendoor and True Anthem.

Jaffe received an undergraduate degree in architecture from the University of Florida and pursued graduate studies in the same field at Georgia Tech University.

Executive Biography of Local Management of the Developer

Rob Hutton: Regional President. Rob Hutton is Regional President for Lennar. In this role, he is responsible for Lennar's operations throughout Texas and oversees the building, selling and delivery of more than 8,000 homes per year. Hutton has been involved in the real estate industry for over 40 years. He began his career in the brokerage business in the early 1980's, selling both commercial and investment properties.

He started in the homebuilding industry with Milburn Homes, the largest private builder in Central Texas. Three years later, Continental Homes, a publicly traded builder, acquired Milburn and Rob became the Director of Sales and Marketing. Five years later, Continental was acquired by the D.R. Horton Co. and he became the Division President for Horton's Central Texas operation. After 13 years of growing the division into one of the company's largest divisions (peak of 3,000 annual homes sales), Rob left the company to join Lennar as a Regional President. Over the decades he's done it all, from sweeping sidewalks of model homes to training hundreds of sales agents to designing sprawling Master Planned Communities to helping over 75,000 people find the home of their dreams. Rob has lived in Austin for the past 50 years and, along with his wife of 37 years, has raised three children (and two German Shepherds).

Charlie Coleman: Division President, Lennar Austin. Charlie Coleman is the Division President for Lennar Austin and oversees building, selling and delivering more than 2000 homes per year in the Austin market. After graduation from Pace University in 1993, Mr. Coleman entered the finance world. In 2002 Charlie entered the homebuilding industry as a VP of finance for Pulte Homes. Before joining Lennar Austin (previously Cal Atlantic Homes) in 2016, he served as Division President for two other National homebuilders in four different divisions. His leadership and production has been nationally recognized and is one of the most respected Division Presidents in the homebuilding industry.

Kevin Pape: Vice President, Land Development, Lennar Austin. Mr. Pape has overseen land development projects throughout Austin, Houston, Dallas and San Antonio for the past 25 years and has worked for a single-family residential developer in the Austin Metroplex since 2011. Mr. Pape is tasked with supplying a land pipeline and overseeing the development of 2000-3000 units per year in the Austin market. Prior to joining the Lennar team, Kevin worked for other prominent, national homebuilders leading local land development projects.

History and Financing of the District

The Developer purchased the property within the District on August 26, 2016 for a purchase price of approximately \$17,631,405. The Developer financed the purchase of the property with proceeds of a loan from Texas Community Bank (the "Acquisition Loan"). The Acquisition Loan has been paid in full and the Developer currently owns the land within the District outright, other than the homes/lots sold to end users.

The total costs of all of the Authorized Improvements are expected to be approximately \$21,581,684*. Only a portion of such costs, in the approximate amount of \$6,385,000*, are expected to be paid with proceeds of the Bonds. The balance of such costs, in the total approximate amount of \$15,196,685*, will be or has been funded by the Developer and will not be reimbursed by the City. As of February 15, 2022, the Developer spent approximately \$13,856,557.91 on constructing the Improvement Area #1 Projects.

There are currently no liens on the property within the District which were incurred by the Developer, and the Developer does not currently anticipate incurring any liens on the property within the District for as long as the Developer owns such property (with the exception of the Assessment Lien). The PID Act provides that the Assessment Lien is a first and prior lien against the assessed property within the District and is superior to all other liens and claims except liens or claims for State, county, school district, or municipality ad valorem taxes.

THE PID ADMINISTRATOR

The following information has been provided by P3Works, LLC, as the PID Administrator. Certain of the following information is beyond the direct knowledge of the City, the City's Financial Advisor and the Underwriter, and none of the City, the City's Financial Advisor or the Underwriter have any way of guaranteeing the accuracy of such information.

The City has selected P3Works, LLC as the initial "PID Administrator." The City has entered into an agreement with the PID Administrator to provide specialized services related to the administration of the District needed to support the issuance of the Bonds. The PID Administrator will primarily be responsible for preparing the annual update to the Service and Assessment Plan. The PID Administrator is a consulting firm focused on providing district services relating to the formation and administration of public improvement districts, and has offices in Austin and North Richland Hills, Texas.

The PID Administrator's duties will include:

- Preparation of the annual update to the Service and Assessment Plan;
- Preparation of assessment rolls for county billing and collection;
- Establishing and maintaining a database of all County Parcel IDs within the District;
- Trust account analysis and reconciliation;
- Property owner inquiries;
- Determination of prepayment amounts;
- Preparation and review of disclosure notices with dissemination agent; and
- Review of developer draw requests for reimbursement of authorized improvement costs.

APPRAISAL OF PROPERTY WITHIN THE DISTRICT

The Appraisal

General. Barletta & Associates, Inc. (the "Appraiser") prepared an appraisal report for the City dated July 1, 2021, based upon a physical inspection of the District conducted on June 18, 2021 (the "Appraisal"). The Appraisal was prepared at the request of the City. The description herein of the Appraisal is intended to be a brief summary only of the Appraisal as it relates to the District. The Appraisal is attached hereto as APPENDIX G and should be read in its entirety. The conclusions reached in the Appraisal are subject to certain assumptions, hypothetical conditions and qualifications, which are set forth therein. See "APPENDIX G — Appraisal of the District."

Value Estimates. The Appraiser estimated the market value of the fee simple interest of Improvement Area #1 under certain hypothetical conditions. The Appraisal Report does not reflect the value of Improvement Area #1 as if sold to a single purchaser in a single transaction. The hypothetical conditions include the assumptions that all of the remaining Improvement Area #1 Projects have been completed in accordance with plans and specifications as of

* Preliminary; subject to change.

the dates specified below. See “THE AUTHORIZED IMPROVEMENTS,” “THE DEVELOPMENT — Development Plan” and “APPENDIX G — Appraisal of the District.”

The market value estimate for the Improvement Area #1 Assessed Property using the methodologies described in the Appraisal and subject to the limiting conditions and assumptions set forth in the Appraisal, as of June 18, 2021 for Section 2-1 of Improvement is \$12,300,000, and as of April 1, 2022 for Section 2-2 of Improvement Area #1 is \$10,975,000.

None of the City, the Developer or the Underwriter makes any representation as to the accuracy, completeness, assumptions or information contained in the Appraisal. The assumptions or qualifications with respect to the Appraisal are contained therein. There can be no assurance that any such assumptions will be realized, and the City, the Developer and the Underwriter make no representation as to the reasonableness of such assumptions.

The Appraiser confirms that the valuations included in the Appraisal were prepared in conformity with the Uniform Standards of Professional Appraisal Practice (USPAP) and the requirements of the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute.

Caution should be exercised in the evaluation and use of appraisal results. An appraisal is an estimate of market value as of a specified date based upon assumptions and limiting conditions and any extraordinary assumptions specific to the relevant valuation. It is not a precise measure of value but is based on a subjective comparison of related activity taking place in the real estate market. The valuation set forth in an appraisal is based on various assumptions of future expectations and while the appraiser’s forecasts for properties in the District is considered to be reasonable at the current time, some of the assumptions may not materialize or may differ materially from actual experience in the future. The Bonds will not necessarily trade at values determined solely by reference to the underlying value of the properties in the District.

The intended use and user of the Appraisal are specifically identified in the Appraisal as agreed upon in the contract for services and/or reliance language found in the Appraisal. The Appraiser has consented to the use of the Appraisal in this Limited Offering Memorandum in connection with the issuance of the Bonds. No other use or user of the Appraisal is permitted by any other party for any other purpose.

BONDHOLDERS’ RISKS

Before purchasing any of the Bonds, prospective investors and their professional advisors should carefully consider all of the risk factors described below which may create possibilities wherein interest may not be paid when due or that the Bonds may not be paid at maturity or otherwise as scheduled, or, if paid, without premium, if applicable. The following risk factors (which are not intended to be an exhaustive listing of all possible risks associated with an investment in the Bonds) should be carefully considered prior to purchasing any of the Bonds. Moreover, the order of presentation of the risks summarized below does not necessarily reflect the significance of such investment risks.

THE BONDS ARE SPECIAL, LIMITED OBLIGATIONS OF THE CITY PAYABLE SOLELY FROM THE PLEDGED REVENUES AND OTHER FUNDS COMPRISING THE TRUST ESTATE, AS AND TO THE EXTENT PROVIDED IN THE INDENTURE. THE BONDS DO NOT GIVE RISE TO A CHARGE AGAINST THE GENERAL CREDIT OR TAXING POWER OF THE CITY AND ARE PAYABLE SOLELY FROM THE SOURCES IDENTIFIED IN THE INDENTURE. THE OWNERS OF THE BONDS SHALL NEVER HAVE THE RIGHT TO DEMAND PAYMENT THEREOF OUT OF MONEY RAISED OR TO BE RAISED BY TAXATION, OR OUT OF ANY FUNDS OF THE CITY OTHER THAN THE PLEDGED REVENUES AND OTHER FUNDS COMPRISING THE TRUST ESTATE, AS AND TO THE EXTENT PROVIDED IN THE INDENTURE. NO OWNER OF THE BONDS SHALL HAVE THE RIGHT TO DEMAND ANY EXERCISE OF THE CITY’S TAXING POWER TO PAY THE PRINCIPAL OF THE BONDS OR THE INTEREST OR REDEMPTION PREMIUM, IF ANY, THEREON. THE CITY SHALL HAVE NO LEGAL OR MORAL OBLIGATION TO PAY THE BONDS OUT OF ANY FUNDS OF THE CITY OTHER THAN THE PLEDGED REVENUES AND OTHER FUNDS COMPRISING THE TRUST ESTATE.

The ability of the City to pay debt service on the Bonds as due is subject to various factors that are beyond the City's control. These factors include, among others, (a) the ability or willingness of property owners within the District to pay Improvement Area #1 Assessments levied by the City, (b) cash flow delays associated with the institution of foreclosure and enforcement proceedings against property within the District, (c) general and local economic conditions which may impact real property values, the ability to liquidate real property holdings and the overall value of real property development projects, and (d) general economic conditions which may impact the general ability to market and sell the property within the District, it being understood that poor economic conditions within the City, State and region may slow the assumed pace of sales of such property.

The rate of development of the property in the District is directly related to the vitality of the residential housing industry. In the event that the sale of the lands within the District should proceed more slowly than expected and the Developer is unable to pay the Improvement Area #1 Assessments, only the value of the Improvement Area #1 Assessed Property, with improvements, will be available for payment of the debt service on the Bonds, and such value can only be realized through the foreclosure or expeditious liquidation of the lands within the District. There is no assurance that the value of such lands will be sufficient for that purpose and the expeditious liquidation of real property through foreclosure or similar means is generally considered to yield sales proceeds in a lesser sum than might otherwise be received through the orderly marketing of such real property.

The Underwriter is not obligated to make a market in or repurchase any of the Bonds, and no representation is made by the Underwriter, the City or the City's Financial Advisor that a market for the Bonds will develop and be maintained in the future. If a market does develop, no assurance can be given regarding future price maintenance of the Bonds.

The City has not applied for or received a rating on the Bonds. The absence of a rating could affect the future marketability of the Bonds. There is no assurance that a secondary market for the Bonds will develop or that holders who desire to sell their Bonds prior to the stated maturity will be able to do so.

Infectious Disease Outbreak

The outbreak of COVID-19, a respiratory disease caused by a new strain of coronavirus, has been characterized as a pandemic (the "Pandemic") by the World Health Organization and is currently affecting many parts of the world, including the United States and Texas. On January 31, 2020, the Secretary of the United States Health and Human Services Department declared a public health emergency for the United States. On March 13, 2020, the President of the United States declared the Pandemic a national emergency and the Governor of Texas (the "Governor") declared a state of disaster for all counties in the State in response to the Pandemic. Under State law, the proclamation of a state of disaster by the Governor may not continue for more than 30 days unless renewed. The Governor has renewed his declaration monthly, most recently on February 21, 2022. On March 25, 2020, in response to a request from the Governor, the President issued a Major Disaster Declaration for the State. Subsequently, the President's Coronavirus Guidelines for America and the United States Centers for Disease Control and Prevention called upon Americans to take actions to slow the spread of COVID-19 in the United States.

Pursuant to Chapter 418 of the Texas Government Code, the Governor has broad authority to respond to disasters, including suspending any regulatory statute prescribing the procedures for conducting state business or any order or rule of a state agency that would in any way prevent, hinder, or delay necessary action in coping with the disaster, and issuing executive orders that have the force and effect of law. The Governor has since issued a number of executive orders relating to COVID-19 preparedness, mitigation and phased reopening of the State. On March 2, 2021, the Governor issued Executive Order GA-34, which, among other things, removed any COVID-19-related operating limits for any business or other establishment and ended the State-wide mask mandate. Most recently, on July 29, 2021, the Governor issued Executive Order GA-38, which, among other things, maintains that there are no COVID-19 related operating limits for any business or establishment and that no person may be required by any jurisdiction to wear or mandate the wearing of a face covering. The Governor's order also maintains, in providing or obtaining services, every person (including individuals, businesses, and other legal entities) should use good-faith efforts and available resources to follow the minimum standard health protocols. Executive Order GA-38 remains in place until amended, rescinded, or superseded by the Governor. Additional information regarding executive orders issued by the Governor is accessible on the website of the Governor at <https://gov.texas.gov/>.

Since the disaster declarations were made, the Pandemic has negatively affected travel, commerce, and financial markets globally, and is widely expected to continue negatively affecting economic growth and financial

markets worldwide. The State may be particularly at risk from any global slowdown, given the prevalence of international trade in the State and the risk of contraction in the oil and gas industry and spillover effects into other industries.

Such adverse economic conditions, if they continue, may reduce or negatively affect economic conditions in the City and lead to unemployment for property owners within the District or may otherwise have a negative impact on the sale of parcels, lots or homes within the District. The Bonds are secured primarily by Assessments levied on benefited property within the District.

The City continues to monitor the spread of COVID-19 and is working with local, State, and national agencies to address the potential impact of the Pandemic upon the City. None of the City, the Financial Advisor, the Underwriter or the Developer can predict the impact the Pandemic may have on the City, the financial and operating condition of the Developer, the projected buildout schedule, home prices and buildout values or an investment in the Bonds.

Assessment Limitations

Annual Installments of Assessments are billed to property owners of Improvement Area #1 Assessed Property. Annual Installments are due and payable, and bear the same penalties and interest for non-payment, as ad valorem taxes as set forth under “ASSESSMENT PROCEDURES” herein. Additionally, Annual Installments established by the Service and Assessment Plan correspond in number and proportionate amount to the number of installments and principal amounts of Bonds maturing in each year and the Annual Collection Costs for such year. See “ASSESSMENT PROCEDURES” herein. The unwillingness or inability of a property owner to pay regular property tax bills as evidenced by property tax delinquencies may also indicate an unwillingness or inability to make regular property tax payments and Annual Installments of Assessment payments in the future.

In order to pay debt service on the Bonds, it is necessary that Annual Installments are paid in a timely manner. Due to the lack of predictability in the collection of Annual Installments in the District, the City has established a Reserve Account in the Reserve Fund, to be funded from the proceeds of the Bonds, to cover delinquencies. The Annual Installments are secured by the Assessment Lien. However, there can be no assurance that foreclosure proceedings will occur in a timely manner so as to avoid depletion of the Reserve Account and delay in payments of debt service on the Bonds. See “BONDHOLDERS’ RISKS — Bondholders’ Remedies and Bankruptcy” herein.

Upon an ad valorem tax lien foreclosure event of a property within the District, any Assessment that is also delinquent will be foreclosed upon in the same manner as the ad valorem tax lien (assuming all necessary conditions and procedures for foreclosure are duly satisfied). To the extent that a foreclosure sale results in insufficient funds to pay in full both the delinquent ad valorem taxes and the delinquent Assessments, the liens securing such delinquent ad valorem taxes and delinquent Assessments would likely be extinguished. Any remaining unpaid balance of the delinquent Assessments would then be an unsecured personal liability of the original property owner.

Based upon the language of Texas Local Government Code, Section 372.017(b), case law relating to other types of assessment liens and opinions of the Texas Attorney General, the Assessment Lien as it relates to installment payments that are not yet due should remain in effect following an ad valorem tax lien foreclosure, with future installment payments not being accelerated. Texas Local Government Code Section 372.018(d) supports this position, stating that an Assessment Lien runs with the land and the portion of an assessment payment that has not yet come due is not eliminated by foreclosure of an ad valorem tax lien.

The Assessment Lien is superior to any homestead rights of a property owner that were properly claimed after the adoption of the Assessment Ordinance. **However, an Assessment Lien may not be foreclosed upon if any homestead rights of a property owner were properly claimed prior to the adoption of the Assessment Ordinance (“Pre-existing Homestead Rights”) for as long as such rights are maintained on the property.** It is unclear under State law whether or not Pre-existing Homestead Rights would prevent the Assessment Lien from attaching to such homestead property or instead cause the Assessment Lien to attach, but remain subject to, the Pre-existing Homestead Rights.

Under State law, in order to establish homestead rights, the claimant must show a combination of both overt acts of homestead usage and intention on the part of the owner to claim the land as a homestead. Mere ownership of the property alone is insufficient and the intent to use the property as a homestead must be a present one, not an

intention to make the property a homestead at some indefinite time in the future. As of the date of adoption of the Assessment Ordinance, no such homestead rights had been claimed. Furthermore, the Developer is not eligible to claim homestead rights and the Developer represents that it owned all property within the District as of the date of the Assessment Ordinance. Consequently, there are and can be no homestead rights on the Improvement Area #1 Assessed Property superior to the Assessment Lien and, therefore, the Assessment Liens may be foreclosed upon by the City.

Failure by owners of the parcels to pay Annual Installments when due, depletion of the Reserve Fund, delay in foreclosure proceedings, or the inability of the City to sell parcels which have been subject to foreclosure proceedings for amounts sufficient to cover the delinquent installments of Assessments levied against such parcels may result in the inability of the City to make full or punctual payments of debt service on the Bonds.

THE IMPROVEMENT AREA #1 ASSESSMENTS CONSTITUTE A FIRST AND PRIOR LIEN AGAINST THE PROPERTY ASSESSED, SUPERIOR TO ALL OTHER LIENS AND CLAIMS EXCEPT LIENS AND CLAIMS FOR STATE, COUNTY, SCHOOL DISTRICT OR MUNICIPALITY AD VALOREM TAXES AND IS A PERSONAL OBLIGATION OF AND CHARGE AGAINST THE OWNERS OF PROPERTY LOCATED WITHIN IMPROVEMENT AREA #1 OF THE DISTRICT.

Recent Changes in State Law Regarding Public Improvement Districts

The 87th Legislature passed HB 1543, which became effective September 1, 2021, and requires a person who proposes to sell or otherwise convey real property within a public improvement district to provide to the purchaser of the property, before the execution of a binding contract of purchase and sale, written notice of the obligation to pay public improvement district assessments, in accordance with Section 5.014, Texas Property Code, as amended. In the event a contract of purchase and sale is entered into without the seller providing the notice, the intended purchaser is entitled to terminate the contract or purchase and sale. If the Developer or homebuilders within the District do not provide the required notice and prospective purchasers of property within the District terminate a purchase and sale contract, the anticipated absorption schedule may be affected. In addition to the right to terminate the purchase contract, a property owner who did not receive the required notice is entitled, after sale, to sue for damages for (i) all costs relative to the purchase, plus interest and reasonable attorney's fees, or (ii) an amount not to exceed \$5,000, plus reasonable attorney's fees. In a suit filed pursuant to clause (i), any damages awarded must go first to pay any outstanding liens on the property. In such an event, the outstanding Assessments on such property should be paid. On payment of all damages respectively to the lienholders and purchaser pursuant to clause (i), the purchaser is required to reconvey the property to the seller. Further, if the Developer or homebuilders within the District do not provide the required notice and become liable for monetary damages, the anticipated buildout and absorption schedule may be affected. No assurances can be given that the projected buildout and absorption schedules presented in this Limited Offering Memorandum will be realized. The forms of notice to be provided to homebuyers are attached as Exhibits Q-1, Q-2, Q-3 and Q-4 to the Service and Assessment Plan. See "Appendix C — Form of Service and Assessment Plan."

Potential Future Changes in State Law Regarding Public Improvement Districts

During Texas legislative sessions and interim business of the Texas legislature, various proposals and reports have been presented by committees of Texas Senate and Texas House of Representative which suggest or recommend changes to the PID Act relating to oversight of bonds secured by special assessments, including adopting requirements relating to levels of build out or adding State level oversight in connection with the issuance of bonds secured by special assessments under the PID Act. The 87th Legislative Session of the State ended on May 31, 2021, without any legislation being passed by either chamber of the Texas legislature recommending oversight of bonds secured by assessments. The Governor called three special legislative sessions, which all concluded without any legislation being introduced or passed related to the oversight of bonds secured by assessments. It is impossible to predict what bills may be introduced during upcoming legislative sessions and, if passed, the impact that any future legislation will or may have on the security for the Bonds.

General Risks of Real Estate Investment and Development

The Developer has the right to modify or change its plan for development of the District, from time to time, including, without limitation, land use changes, changes in the overall land and phasing plans, and changes to the type, mix, size and number of units to be developed. No defined "true-up" agreement has been entered into between the City and Developer, nor is there a requirement that future developers enter into such an agreement. There can be no

assurance, in the event the Developer or a subsequent developer modifies or changes its plan for development that the necessary revisions to the Service and Assessment Plan will be made, or if made will provide the necessary assessment revenues required to service debt on Bonds. Nor can there be an assurance that the eventual assessment burden on the property will be marketable.

The ability of the Developer and homebuilders, if any, to develop lots and sell single-family residential homes within the District may be affected by unforeseen changes in the general economic conditions, fluctuations in the real estate market and other factors beyond the control of the owner of the single-family residential lots, as applicable. In the event that a large number of single-family projects are constructed outside of the District, and compete with the Development, the demand for residential housing within the District could be reduced, thereby adversely affecting the continued development of the Development, or its attraction to businesses and residents.

Investments in undeveloped or developing real estate are generally considered to be speculative in nature and to involve a high degree of risk. The Development will be subject to the risks generally incident to real estate investments and development. Many factors that may affect the Development, as well as the operating revenues of the Developer, including those derived from the Development, are not within the control of the Developer. Such factors include changes in national, regional and local economic conditions; changes in long and short term interest rates; changes in the climate for real estate purchases; changes in demand for or supply of competing properties; changes in local, regional and national market and economic conditions; unanticipated development costs, market preferences and architectural trends; unforeseen environmental risks and controls; the adverse use of adjacent and neighboring real estate; changes in interest rates and the availability of mortgage funds to buyers of the homes to be built in the Development, which may render the sale of such homes difficult or unattractive; acts of war, terrorism or other political instability; delays or inability to obtain governmental approvals; changes in laws; moratorium; acts of God (which may result in uninsured losses); strikes; labor shortages; energy shortages; material shortages; inflation; adverse weather conditions; contractor or subcontractor defaults; and other unknown contingencies and factors beyond the control of the Developer.

The Development cannot be completed without the Developer obtaining a variety of governmental approvals and permits, some of which have already been obtained. Certain permits are necessary to initiate construction of each phase of the Development and to allow the occupancy of residences and to satisfy conditions included in the approvals and permits. There can be no assurance that all of these permits and approvals can be obtained or that the conditions to the approvals and permits can be fulfilled. The failure to obtain any of the required approvals or fulfill any one of the conditions could cause materially adverse financial results for the Developer.

A slowdown of the development process and the related absorption rate within the Development because of any or all of the foregoing could affect adversely land values. The timely payment of the Bonds depends on the willingness and ability of the Developer and any subsequent owners to pay the Improvement Area #1 Assessments when due. Any or all of the foregoing could reduce the willingness and ability of such owners to pay the Improvement Area #1 Assessments and could greatly reduce the value of the property within the District in the event such property has to be foreclosed. If Annual Installments of Improvement Area #1 Assessments are not timely paid and there are insufficient funds in the accounts of the Reserve Fund, a nonpayment could result in a payment default under the Indenture.

Risks Related to the Current Residential Real Estate Market

In the past, the real estate market has experienced significant slowing of new home sales and new home closings due in part to the subprime mortgage crisis involving adjustable rate mortgages and other creative mortgage financing tools that allowed persons with higher credit risk to buy homes. The economic crisis that resulted from higher interest rates, at a time when many subprime mortgages were due to reset their interest rates, has served to reduce the availability of mortgages to many potential home buyers, making entry into the real estate market more difficult. Downturns in the real estate market and other factors beyond the control of the Developer, including general economic conditions, may impact the timing of parcel, lot and home sales within the District. No assurances can be given that projected home prices and buildout values presented in this Limited Offering Memorandum will be realized.

Risks Related to Current Increase in Costs of Building Materials

As a result of the Pandemic and low supply and high demand, there have been substantial increases in the cost of lumber and other materials, causing many homebuilders and general contractors to experience budget overruns.

The Developer is responsible for the construction of the Public Improvements. The Developer expects to finance a portion of the costs of the Public Improvements from proceeds of the Bonds. If the Actual Costs of the Public Improvements are substantially greater than the estimated costs or if the Developer is unable to access building materials in a timely manner, it may affect the ability of the Developer to complete the Public Improvements or pay the Improvement Area #1 Assessments when due. If the costs of material continue to increase, it may also affect the ability of the Developer to construct homes within the District. There is no way to predict whether such cost increases or low supply of building materials will continue or if such continuance will affect the development of the District.

Competition

The housing industry in the Austin area is very competitive, and none of the Developer, the City, the City's Financial Advisor or the Underwriter can give any assurance that the building programs which are planned will ever be completed. The competitive position of the Developer in the sale of developed lots or of any other homebuilder in the construction and sale of single-family residential units is affected by most of the factors discussed in this section, and such competitive position is directly related to maintenance of market values in the District. Competitive projects in the area include but are not limited to:⁽¹⁾

Project Name	Number of Units	Proximity	Developer	Date Started	Expected Completion Date	Prices
Anthem	1500	1 mile	Multiple	TBD	TBD	TBD
Kyle 57	219	1.5 Miles	Milestone	TBD	TBD	\$450,000+
Brooks Ranch	138	1.75 Miles	Blackburn	2020	TBD	\$450,000+
6 Creeks Wateridge	2900 Ac.	2.5 Miles	Multiple	2019	TBD	\$400,000+

⁽¹⁾ Provided by the Developer.

There can be no assurances that other similar projects will not be developed in the future or that existing projects will not be upgraded or otherwise able to compete with the Development.

Tax-Exempt Status of the Bonds

The Indenture contains covenants by the City intended to preserve the exclusion from gross income of interest on the Bonds for federal income tax purposes. As discussed under the caption "TAX MATTERS," interest on the Bonds could become includable in gross income for purposes of federal income taxation retroactive to the date the Bonds were issued as a result of future acts or omissions of the City in violation of its covenants in the Indenture.

Tax legislation, administrative actions taken by tax authorities, or court decisions, whether at the federal or State level, may adversely affect the tax-exempt status of interest on the Bonds under federal or State law and could affect the market price or marketability of the Bonds. Any such proposal could limit the value of certain deductions and exclusions, including the exclusion for tax-exempt interest. The likelihood of any such proposal being enacted cannot be predicted. Prospective purchasers of the Bonds should consult their own tax advisors regarding the foregoing matters.

As further described in "TAX MATTERS" below, failure of the City to comply with the requirements of the Internal Revenue Code of 1986 (the "Code") and the related legal authorities, or changes in the federal tax law or its application, could cause interest on the Bonds to be included in the gross income of owners of the Bonds for federal income tax purposes, possibly from the date of original issuance of the Bonds. Further, the opinion of Bond Counsel is based on current legal authority, covers certain matters not directly addressed by such authorities, and represents Bond Counsel's judgment as to the proper treatment of interest on the Bonds for federal income tax purposes. It is not binding on the Internal Revenue Service ("IRS") or the courts. The IRS has an ongoing program of auditing obligations that are issued and sold as bearing tax-exempt interest to determine whether, in the view of the IRS, interest on such obligations is included in the gross income of the owners thereof for federal income tax purposes. In the past, the IRS has announced audit efforts focused in part on "developer-driven bond transactions," including certain tax increment financings and certain assessment bond transactions. It cannot be predicted if this IRS focus could lead to an audit of the Bonds or what the result would be of any such audit. If an audit of the Bonds is commenced, under current procedures parties other than the City would have little, if any, right to participate in the audit process. Moreover, because achieving judicial review in connection with an audit of tax-exempt obligations is difficult, obtaining an independent review of IRS positions with which the City legitimately disagrees may not be practicable. Any action of the IRS, regardless of the outcome, including but not limited to selection of the Bonds for audit, or the

course or result of such audit, or an audit of obligations presenting similar tax issues, may affect the market price for, or the marketability of, the Bonds. Finally, if the IRS ultimately determines that the interest on the Bonds is not excluded from the gross income of Bondholders for federal income tax purposes, the City may not have the resources to settle with the IRS, the Bonds are not required to be redeemed, and the interest rate on the Bonds will not increase.

Bankruptcy

The payment of Assessments and the ability of the City to foreclose on the lien of a delinquent unpaid Assessment may be limited by bankruptcy, insolvency or other laws generally affecting creditors' rights or by the laws of the State relating to judicial foreclosure. Although bankruptcy proceedings would not cause the Improvement Area #1 Assessments to become extinguished, bankruptcy of a property owner in all likelihood would result in a delay in prosecuting foreclosure proceedings. Such a delay would increase the likelihood of a delay or default in payment of the principal of and interest on the Bonds, and the possibility that delinquent Improvement Area #1 Assessments might not be paid in full.

Direct and Overlapping Indebtedness, Assessments and Taxes

The ability of an owner of property within the District to pay the Improvement Area #1 Assessments could be affected by the existence of other taxes and assessments imposed upon the property. Public entities whose boundaries overlap those of the District currently impose ad valorem taxes on the property within the District and will likely do so in the future. Such entities could also impose assessment liens on the property within the District. The imposition of additional liens, or for private financing, may reduce the ability or willingness of the landowners to pay the Improvement Area #1 Assessments. See "OVERLAPPING TAXES AND DEBT."

Depletion of Reserve Account of the Reserve Fund

Failure of the owners of property within the District to pay the Improvement Area #1 Assessments when due could result in the rapid, total depletion of the Reserve Account of the Reserve Fund prior to replenishment from the resale of property upon a foreclosure or otherwise or delinquency redemptions after a foreclosure sale, if any. There could be a default in payments of the principal of and interest on the Bonds if sufficient amounts are not available in the Reserve Account of the Reserve Fund. The Indenture provides that if, after a withdrawal from the Reserve Account of the Reserve Fund, the amount in the Reserve Account of the Reserve Fund is less than the Reserve Account Requirement, the Trustee shall transfer an amount from the Pledged Revenue Fund to the Reserve Account of the Reserve Fund sufficient to cure such deficiency, as described under "SECURITY FOR THE BONDS — Reserve Account of the Reserve Fund" herein.

Hazardous Substances

While governmental taxes, assessments and charges are a common claim against the value of a parcel, other less common claims may be relevant. One of the most serious in terms of the potential reduction in the value that may be realized to the assessment is a claim with regard to a hazardous substance. In general, the owners and operators of a parcel may be required by law to remedy conditions relating to releases or threatened releases of hazardous substances. The federal Comprehensive Environmental Response, Compensation and Liability Act of 1980, sometimes referred to as "CERCLA" or "Superfund Act," is the most well-known and widely applicable of these laws. It is likely that, should any of the parcels of land located in the District be affected by a hazardous substance, the marketability and value of parcels would be reduced by the costs of remedying the condition, because the purchaser, upon becoming owner, will become obligated to remedy the condition just as is the seller.

The value of the land within the District does not consider the possible liability of the owner for the remedy of a hazardous substance condition of the parcel. The City has not independently verified, and is not aware, that the owner of any of the parcels within the District has such a current liability with respect to such parcel; however, it is possible that such liabilities do currently exist, and that the City is not aware of them.

Further, it is possible that liabilities may arise in the future with respect to any of the land within the District resulting from the existence, currently, of a substance presently classified as hazardous but which has not been released or the release of which is not presently threatened or may arise in the future resulting from the existence, currently, on the parcel of a substance not presently classified as hazardous but which may in the future be so classified. Further,

such liabilities may arise not simply from the existence of a hazardous substance but from the method of handling it. All of these possibilities could significantly affect the value of a parcel that is realizable upon a delinquency.

See “THE DEVELOPMENT — Environmental” for discussion of previous Phase I ESA performed on property within the District.

Regulation

Development within the District may become subject to future federal, state and local regulations. Approval may be required from various agencies from time to time in connection with the layout and design of development in the District, the nature and extent of public improvements, land use, zoning and other matters. Failure to meet any such regulations or obtain any such approvals in a timely manner could delay or adversely affect development in the District and property values.

Availability of Utilities

The progress of development within the District is also dependent upon the City providing an adequate supply of water and wastewater services to the District. If the City fails to supply water and wastewater services to the property within the District, the development of the land in the District could be adversely affected. See “THE DEVELOPMENT — Utilities.”

100-Year Flood Plain

Approximately 23.6 acres within the District are located within an official FEMA 100-year flood plain, as shown on the current Federal Emergency Management Agency’s Flood Insurance Rate Map Community Panel No. 48209C0270F, dated September 2, 2005 (the “Floodplain”). All the lands identified to be within the developed Floodplain will be located within dedicated open space, park or drainage easements.

FEMA will from time to time revise its Flood Insurance Rate Maps. None of the City, the Underwriter, or the Developer make any representation as to whether FEMA may revise its Flood Insurance Rate Maps, whether such revisions may result in homes that are currently outside of the 100-year flood plain from being included in the 100-year flood plain in the future, or whether extreme flooding events may exceed the Floodplain.

Risk from Weather Events

All of the State, including the City, is subject to extreme weather events that can cause loss of life and damage to property through strong winds, flooding, heavy rains and freezes, including events similar to the severe winter storm that the continental United States experienced in February 2021, which resulted in disruptions in the Electric Reliability Council of Texas power grid and prolonged blackouts throughout the State. It is impossible to predict whether similar events will occur in the future and the impact they may have on the City, including land within the District.

Bondholders’ Remedies and Bankruptcy

In the event of default in the payment of principal of or interest on the Bonds or the occurrence of any other Event of Default under the Indenture, and upon the written request of the Owners of a Quarter in Interest of the Bonds then Outstanding, the Trustee shall proceed to protect and enforce its rights and the rights of the owners of the Bonds under the Indenture by such suits, actions or special proceedings in equity or at law, or by proceedings in the office of any board or officer having jurisdiction, either for mandamus or the specific performance of any covenant or agreement contained therein or in aid or execution of any power granted or for the enforcement of any proper legal or equitable remedy, as the Trustee shall deem most effectual to protect and enforce such rights. The issuance of a writ of mandamus may be sought if there is no other available remedy at law to compel performance of the City’s obligations under the Bonds or the Indenture and such obligations are not uncertain or disputed. The remedy of mandamus is controlled by equitable principles, so rests with the discretion of the court, but may not be arbitrarily refused. There is no acceleration of maturity of the Bonds in the event of default and, consequently, the remedy of mandamus may have to be relied upon from year to year. The owners of the Bonds cannot themselves foreclose on property within the District or sell property within the District in order to pay the principal of and interest on the Bonds. The enforceability of the rights and remedies of the owners of the Bonds further may be limited by laws

relating to bankruptcy, reorganization or other similar laws of general application affecting the rights of creditors of political subdivisions such as the City. In this regard, should the City file a petition for protection from creditors under federal bankruptcy laws, the remedy of mandamus or the right of the City to seek judicial foreclosure of its Assessment Lien would be automatically stayed and could not be pursued unless authorized by a federal bankruptcy judge. See “BONDHOLDERS’ RISKS — Bankruptcy Limitation to Bondholders’ Rights” herein.

Any bankruptcy court with jurisdiction over bankruptcy proceedings initiated by or against a property owner within the District pursuant to the Federal Bankruptcy Code could, subject to its discretion, delay or limit any attempt by the City to collect delinquent Assessments, or delinquent ad valorem taxes, against such property owner.

In addition, in 2006, the Texas Supreme Court ruled in *Tooke v. City of Mexia*, 197 S.W.3d 325 (Tex. 2006) (“Tooke”) that a waiver of sovereign immunity must be provided for by statute in “clear and unambiguous” language. In so ruling, the Court declared that statutory language such as “sue and be sued”, in and of itself, did not constitute a clear and unambiguous waiver of sovereign immunity. In *Tooke*, the Court noted the enactment in 2005 of sections 271.151-.160, Texas Local Government Code (the “Local Government Immunity Waiver Act”), which, according to the Court, waives “immunity from suit for contract claims against most local governmental entities in certain circumstances.” The Local Government Immunity Waiver Act covers cities and relates to contracts entered into by cities for providing goods or services to cities.

In *Wasson Interests, Ltd. v. City of Jacksonville*, 489 S.W.3d 427 (Tex. 2016) (“Wasson”), the Texas Supreme Court (the “Court”) addressed whether the distinction between governmental and proprietary acts (as found in tort-based causes of action) applies to breach of contract claims against municipalities. The Court analyzed the rationale behind the Proprietary-Governmental Dichotomy to determine that “a city’s proprietary functions are not done pursuant to the ‘will of the people’” and protecting such municipalities “via the [S]tate’s immunity is not an efficient way to ensure efficient allocation of [S]tate resources.” While the Court recognized that the distinction between governmental and proprietary functions is not clear, the Wasson opinion held that the Proprietary-Governmental Dichotomy applies in a contract-claims context. The Court reviewed Wasson for a second time and issued an opinion on October 5, 2018 clarifying that to determine whether governmental immunity applies to a breach of contract claim, the proper inquiry is whether the municipality was engaged in a governmental or proprietary function when it entered into the contract, not at the time of the alleged breach. Therefore, in regard to municipal contract cases (as in tort claims), it is incumbent on the courts to determine whether a function was proprietary or governmental based upon the statutory and common law guidance at the time of inception of the contractual relationship. Texas jurisprudence has generally held that proprietary functions are those conducted by a city in its private capacity, for the benefit only of those within its corporate limits, and not as an arm of the government or under authority or for the benefit of the State; these are usually activities that can be, and often are, provided by private persons, and therefore are not done as a branch of the State, and do not implicate the state’s immunity since they are not performed under the authority, or for the benefit, of the State as sovereign. Notwithstanding the foregoing new case law issued by the Court, such sovereign immunity issues have not been adjudicated in relation to bond matters (specifically, in regard to the issuance of municipal debt). Each situation will be prospectively evaluated based on the facts and circumstances surrounding the contract in question to determine if a suit, and subsequently, a judgement, is justiciable against a municipality.

The City is not aware of any State court construing the Local Government Immunity Waiver Act in the context of whether contractual undertakings of local governments that relate to their borrowing powers are contracts covered by such act. Because it is unclear whether the Texas legislature has effectively waived the City’s sovereign immunity from a suit for money damages in the absence of City action, the Trustee or the owners of the Bonds may not be able to bring such a suit against the City for breach of the Bonds or the Indenture covenants. As noted above, the Indenture provides that owners of the Bonds may exercise the remedy of mandamus to enforce the obligations of the City under the Indenture. Neither the remedy of mandamus nor any other type of injunctive relief was at issue in *Tooke*, and it is unclear whether *Tooke* will be construed to have any effect with respect to the exercise of mandamus, as such remedy has been interpreted by State courts. In general, State courts have held that a writ of mandamus may be issued to require public officials to perform ministerial acts that clearly pertain to their duties. State courts have held that a ministerial act is defined as a legal duty that is prescribed and defined with a precision and certainty that leaves nothing to the exercise of discretion or judgment, though mandamus is not available to enforce purely contractual duties. However, mandamus may be used to require a public officer to perform legally-imposed ministerial duties necessary for the performance of a valid contract to which the State or a political subdivision of the State is a party (including the payment of moneys due under a contract).

Judicial Foreclosures

Judicial foreclosure proceedings are not mandatory; however, the City has covenanted to order and cause such actions to be commenced. In the event a foreclosure is necessary, there could be a delay in payments to owners of the Bonds pending prosecution of the foreclosure proceedings and receipt by the City of the proceeds of the foreclosure sale. It is possible that no bid would be received at the foreclosure sale, and, in such event, there could be an additional delay in payment of the principal of and interest on the Bonds or such payment may not be made in full. Moreover, in filing a suit to foreclose, the City must join other taxing units that have claims for delinquent taxes against all or part of the same property; the proceeds of any sale of property within the District available to pay debt service on the Bonds may be limited by the existence of other tax liens on the property. See “OVERLAPPING TAXES AND DEBT.” Collection of delinquent taxes, assessments and Assessments may be adversely affected by the effects of market conditions on the foreclosure sale price, and by other factors, including taxpayers’ right to redeem property within two years of foreclosure for residential and agricultural use property and six months for other property, and by a time-consuming and expensive collection procedure.

No Acceleration

The Indenture does not contain a provision allowing for the acceleration of the Bonds in any event, including in the event of a payment default or other default under the terms of the Bonds or the Indenture.

Limited Secondary Market for the Bonds

The Bonds may not constitute a liquid investment, and there is no assurance that a liquid secondary market will exist for the Bonds in the event an Owner thereof determines to solicit purchasers for the Bonds. Even if a liquid secondary market exists, there can be no assurance as to the price for which the Bonds may be sold. Such price may be lower than that paid by the current Owners of the Bonds, depending on the progress of development of the District subject to the Improvement Area #1 Assessments, existing real estate and financial market conditions and other factors.

No Credit Rating

The City has not applied for or received a rating on the Bonds. Even if a credit rating had been sought for the Bonds, it is not anticipated that such a rating would have been investment grade. The absence of a rating could affect the future marketability of the Bonds. There is no assurance that a secondary market for the Bonds will develop or that holders who desire to sell their Bonds prior to the stated maturity will be able to do so. Occasionally, because of general market conditions or because of adverse history or economic prospects connected with a particular issue, secondary market trading in connection with a particular issue is suspended or terminated. Additionally, prices of issues for which a market is being made will depend upon then generally prevailing circumstances. Such prices could be substantially different from the original purchase price.

Bankruptcy Limitation to Bondholders’ Rights

The enforceability of the rights and remedies of the owners of the Bonds may be limited by laws relating to bankruptcy, reorganization or other similar laws of general application affecting the rights of creditors of political subdivisions such as the City. The City is authorized under State law to voluntarily proceed under Chapter 9 of the Federal Bankruptcy Code, 11 U.S.C. 901-946. The City may proceed under Chapter 9 if it (1) is generally not paying its debts, or unable to meet its debts, as they become due, (2) desires to affect a plan to adjust such debts, and (3) has either obtained the agreement of or negotiated in good faith with its creditors, is unable to negotiate with its creditors because negotiation is impracticable, or reasonably believes that a creditor may attempt to obtain a preferential transfer.

If the City decides in the future to proceed voluntarily under the Federal Bankruptcy Code, the City would develop and file a plan for the adjustment of its debts, and the Bankruptcy Court would confirm the plan if (1) the plan complies with the applicable provisions of the Federal Bankruptcy Code, (2) all payments to be made in connection with the plan are fully disclosed and reasonable, (3) the City is not prohibited by law from taking any action necessary to carry out the plan, (4) administrative expenses are paid in full, (5) all regulatory or electoral approvals required under State law are obtained and (6) the plan is in the best interests of creditors and is feasible. The rights and remedies of the owners of the Bonds would be adjusted in accordance with the confirmed plan of adjustment of the City’s debt.

Management and Ownership

The management and ownership of the Developer and related property owners could change in the future. Purchasers of the Bonds should not rely on the management experience of such entities. There are no assurances that such entities will not sell the subject property or that officers will not resign or be replaced. In such circumstances, a new developer or new officers in management positions may not have comparable experience in projects comparable to the Development.

Dependence upon Developer

As of February 15, 2022, the Developer had the obligation for payment of 96.6% of the Improvement Area #1 Assessments. The ability of the Developer to make full and timely payment of the Improvement Area #1 Assessments will directly affect the ability of the City to meet its debt service obligations with respect to the Bonds. There can be no assurances given as to the financial ability of the Developer to advance any funds to the City to supplement revenues from the Improvement Area #1 Assessments if necessary, or as to whether the Developer will advance such funds.

Moreover, the City will pay the Developer, or the Developer's designee, from proceeds of the Bonds for project costs actually incurred in developing and constructing Improvement Area #1 Projects. See "THE AUTHORIZED IMPROVEMENTS." There can be no assurances given as to the financial ability of the Developer to complete the Public Improvements or any other improvements.

TAX MATTERS

Tax Exemption

In the opinion of Bickerstaff Heath Delgado Acosta LLP, Bond Counsel to the City, assuming continuing compliance by the City with the tax covenants described below, under existing law, interest on the Bonds is excludable for federal income tax purposes in the gross income of the owners thereof pursuant to Section 103 of the Internal Revenue Code of 1986, as amended ("Code"), and will not constitute a specific item of tax preference under Section 57 of the Code for purposes of calculating the alternative minimum tax imposed on individuals.

In rendering its opinion, Bond Counsel has relied on the City's covenants contained in the Indenture and the City's covenants contained in the Tax Certificate, that each will comply with the applicable requirements of the Code, relating to, inter alia, the use and operation of the project and the use and investment of proceeds of the Bonds and rebate to the United States Treasury of specified arbitrage earnings, if any, under Section 148(f) of the Code. Failure of the City to comply with such covenants could result in the interest on the Bonds being subject to federal income tax from the date of issue of the Bonds. Bond Counsel has not undertaken to monitor compliance with such covenants or to advise any party as to changes in the law after the date of issuance of the Bonds that may affect the tax-exempt status of the interest.

Except as stated above, Bond Counsel will express no opinion as to any federal, state or local tax consequences resulting from the receipt or accrual of interest on, or acquisition, ownership or disposition of, the Bonds.

Bond Counsel's opinions are based on existing law, which is subject to change. Such opinions are further based on Bond Counsel's knowledge of facts as of the date thereof. Bond Counsel assumes no duty to update or supplement its opinions to reflect any facts or circumstances that may thereafter come to Bond Counsel's attention or to reflect any changes in any law that may thereafter occur or become effective. Moreover, Bond Counsel's opinions are not a guarantee of result and are not binding on the Internal Revenue Service (the "Service"); rather, such opinions represent Bond Counsel's legal judgment based upon its review of existing law and in reliance upon the representations and covenants referenced above that it deems relevant to such opinions. The Service has an ongoing audit program to determine compliance with rules that relate to whether interest on state or local obligations is includable in gross income for federal income tax purposes. No assurance can be given whether or not the Service will commence an audit of the Bonds. If an audit is commenced, in accordance with its current published procedures the Service is likely to treat the City as the taxpayer and the Owners may not have a right to participate in such audit. Public awareness of any future audit of the Bonds could adversely affect the value and liquidity of the Bonds during the pendency of the audit regardless of the ultimate outcome of the audit.

Collateral Federal Income Tax Consequences

Prospective purchasers of the Bonds should be aware that the ownership of the Bonds may result in collateral federal income tax consequences to certain taxpayers including, without limitation, holders who may be deemed to have incurred or continued indebtedness to acquire or carry tax-exempt obligations, holders of certain interests in a financial asset securitization investment trust, controlled foreign corporations, property and casualty insurance companies, individual recipients of Social Security or Railroad Retirement benefits, individuals who otherwise qualify for the earned income credit, and to individuals and families that qualify for a premium assistance credit amount under Section 36B of the Code. The Code denies the earned income credit to an individual who is otherwise eligible if the aggregate amount of disqualified income of the taxpayer for the taxable year exceeds certain limits set forth in Sections 32(i) and (j) of the Code. Interest on the Bonds will constitute disqualified income for this purpose. The Code also provides that for years beginning after December 31, 2010, the earned income credit is phased out if the modified adjusted gross income of the taxpayer exceeds certain amounts. Interest on the Bonds will be included in determining the modified adjusted gross income of the taxpayer. Section 36B of the Code provides that the amount of the premium assistance credit amount is in part determined by the household income. Section 36B(d) of the Code provides that household income consists of the modified adjusted gross income of the taxpayer and certain other individuals. Modified adjusted gross income means adjusted gross income increased by certain amounts, including interest received or accrued by the taxpayer which is exempt from tax, such as the interest on the Bonds. These categories of prospective purchasers should consult their own tax advisors as to the applicability of these consequences. Prospective purchasers of the Bonds should also be aware that, under the Code, taxpayers are required to report on their returns the amount of tax-exempt interest, such as interest on the Bonds, received or accrued during the year.

Section 884 of the Code imposes on certain foreign corporations a branch profits tax equal to thirty percent (30%) of the “dividend equivalent amount” for the taxable year. Interest on the Bonds received or accrued by a foreign corporation subject to the branch profits tax may be included in computing the “dividend equivalent amount” of such corporation.

In addition, passive investment income, including interest on the Bonds, may be subject to federal income taxation under Section 1375 of the Code for any S corporation that has Subchapter C earnings and profits at the close of the taxable year, if more than twenty-five percent (25%) of the gross receipts of such S corporation is passive investment income.

In addition, attention is called to the fact that Section 265(b)(1) of the Code eliminates the interest deduction otherwise allowable with respect to indebtedness deemed incurred by banks, thrift institutions and other financial institutions to purchase or to carry tax-exempt obligations acquired after August 7, 1986 other than designated “qualified tax-exempt obligations” as defined in Section 265(b)(3) of the Code.

Tax Accounting Treatment of Discount and Premium on Certain Bonds

The initial public offering price of certain discount Bonds (the “Discount Bonds”) may be less than the amount payable on such Bonds at maturity. An amount equal to the difference between the initial public offering price of a Discount Bond (assuming that a substantial amount of the Discount Bonds of that maturity are sold to the public at such price) and the amount payable at maturity constitutes original issue discount to the initial purchaser of such Discount Bond. A portion of such original issue discount allocable to the holding period of such Discount Bond by the initial purchaser will, upon the disposition of such Discount Bond (including by reason of its payment at maturity), be treated as interest excludable from gross income, rather than as taxable gain, for federal income tax purposes, on the same terms and conditions as those for other interest on the Bonds described above under “Tax Exemption.” Such interest is considered to be accrued actuarially in accordance with the constant interest method over the life of a Discount Bond, taking into account the semiannual compounding of accrued interest, at the yield to maturity on such Discount Bond and generally will be allocated to an original purchaser in a different amount from the amount of the payment denominated as interest actually received by the original purchaser during the tax year. However, such interest may be required to be taken into account in determining the alternative minimum taxable income of a corporation, for purposes of calculating a corporation’s alternative minimum tax imposed by Section 55 of the Code, and the amount of the branch profits tax applicable to certain foreign corporations doing business in the United States, even though there will not be a corresponding cash payment. In addition, the accrual of such interest may result in certain other collateral federal income tax consequences to, among others, financial institutions, life insurance companies, property and casualty insurance companies, S corporations with “subchapter C” earnings and profits, individual recipients of Social Security or Railroad Retirement benefits, individuals otherwise qualifying for earned

income tax credit, owners of an interest in a FASIT, and taxpayers who may be deemed to have incurred or continued indebtedness to purchase or carry, or who have paid or incurred certain expenses allocable to, tax-exempt obligations. Moreover, in the event of the redemption, sale or other taxable disposition of a Discount Bond by the initial owner prior to maturity, the amount realized by such owner in excess of the basis of such Discount Bond in the hands of such owner (adjusted upward by the portion of the original issue discount allocable to the period for which such Discount Bond was held) is includable in gross income. Owners of Discount Bonds should consult with their own tax advisors with respect to the determination of accrued original issue discount on Discount Bonds for federal income tax purposes and with respect to the state and local tax consequences of owning and disposing of Discount Bonds. It is possible that, under applicable provisions governing determination of state and local income taxes, accrued interest on Discount Bonds may be deemed to be received in the year of accrual even though there will not be a corresponding cash payment.

The initial public offering price of certain Bonds (the “Premium Bonds”) may be greater than the amount payable on such Bonds at maturity. An amount equal to the difference between the initial public offering price of a Premium Bond (assuming that a substantial amount of the Premium Bonds of that maturity are sold to the public at such price) and the amount payable at maturity constitutes premium to the initial purchaser of such Premium Bonds. The basis for federal income tax purposes of a Premium Bond in the hands of such initial purchaser must be reduced each year by the amortizable Bond premium, although no federal income tax deduction is allowed as a result of such reduction in basis for amortizable bond premium. Such reduction in basis will increase the amount of any gain (or decrease the amount of any loss) to be recognized for federal income tax purposes upon a sale or other taxable disposition of a Premium Bond. The amount of premium which is amortizable each year by an initial purchaser is determined by using such purchaser’s yield to maturity. Purchasers of the Premium Bonds should consult with their own tax advisors with respect to the determination of amortizable bond premium on Premium Bonds for federal income tax purposes and with respect to the state and local tax consequences of owning and disposing of Premium Bonds.

State, Local and Foreign Taxes

Investors should consult their own tax advisors concerning the tax implications of the purchase, ownership or disposition of the Bonds under applicable state or local laws. Foreign investors should also consult their own tax advisors regarding the tax consequences unique to investors who are not United States persons.

Changes in Federal and State Tax Law

From time to time, there are legislative proposals in the United States Congress and in the states that, if enacted, could alter or amend the federal and state tax matters referred to above or adversely affect the market value or marketability of the Bonds. It cannot be predicted whether or in what form any such proposal might be enacted or whether, if enacted, it would apply to bonds issued prior to enactment. In addition, regulatory actions are from time to time announced or proposed and litigation is threatened or commenced which, if implemented or concluded in a particular manner, could adversely affect the market value or marketability of the Bonds.

Prospective purchasers of the Bonds should consult with their own tax advisors regarding any other federal income tax legislation, whether currently pending or proposed, regulatory initiatives or litigation. The opinions expressed by Bond Counsel are based upon existing legislation and regulations as interpreted by relevant judicial and regulatory authorities as of the date of issuance and delivery of the Bonds and Bond Counsel has expressed no opinion as of any date subsequent thereto or with respect to any pending legislation, regulatory initiatives or litigation.

The City invests its investable funds in investments authorized by State law in accordance with investment policies approved by the City Council of the City. Both State law and the City’s investment policies are subject to change.

LEGAL MATTERS

Legal Proceedings

Delivery of the Bonds will be accompanied by the unqualified approving legal opinion of the Attorney General of the State to the effect that the Bonds are valid and legally binding obligations of the City under the

Constitution and laws of the State, payable from the Trust Estate and, based upon their examination of a transcript of certified proceedings relating to the issuance and sale of the Bonds, the legal opinion of Bond Counsel, to a like effect.

Bickerstaff Heath Delgado Acosta LLP serves as Bond Counsel to the City. Orrick, Herrington & Sutcliffe LLP serves as Underwriter's Counsel. The legal fees paid to Bond Counsel and Underwriter's Counsel are contingent upon the sale and delivery of the Bonds.

Legal Opinions

The City will furnish the Underwriter a transcript of certain certified proceedings incident to the authorization and issuance of the Bonds. Such transcript will include a certified copy of the approving opinion of the Attorney General of the State, as recorded in the Bond Register of the Comptroller of Public Accounts of the State, to the effect that the Bonds are valid and binding special, limited obligations of the City. The City will also furnish the legal opinion of Bond Counsel, to the effect that, based upon an examination of such transcript, the Bonds are valid and binding special, limited obligations of the City under the Constitution and laws of the State. The legal opinion of Bond Counsel will further state that the Bonds, including principal of and interest thereon, are payable from and secured by a pledge of and lien on the Trust Estate. Bond Counsel will also provide a legal opinion to the effect that interest on the Bonds will be excludable from gross income for federal income tax purposes under Section 103(a) of the Code, subject to the matters described above under the caption "TAX MATTERS." A copy of the opinion of Bond Counsel is attached hereto as "APPENDIX D — Form of Opinion of Bond Counsel."

Except as noted below, Bond Counsel did not take part in the preparation of the Limited Offering Memorandum, and such firm has not assumed any responsibility with respect thereto or undertaken independently to verify any of the information contained therein, except that, in its capacity as Bond Counsel, such firm has reviewed the information describing the Bonds herein under the captions or subcaptions "PLAN OF FINANCE — The Bonds," "DESCRIPTION OF THE BONDS," "SECURITY FOR THE BONDS," "ASSESSMENT PROCEDURES" (except for the subcaptions "Assessment Methodology" and "Assessment Amounts"), "THE DISTRICT," "TAX MATTERS," "LEGAL MATTERS — Legal Proceedings," "LEGAL MATTERS — Legal Opinions," "SUITABILITY FOR INVESTMENT," "CONTINUING DISCLOSURE — The City," "REGISTRATION AND QUALIFICATION OF BONDS FOR SALE," "LEGAL INVESTMENTS AND ELIGIBILITY TO SECURE PUBLIC FUNDS IN TEXAS," "INVESTMENTS" and "APPENDIX B — Form of Indenture," and such firm is of the opinion that the information relating to the Bonds and legal issues contained under such captions and subcaptions fairly and accurately describes the laws and legal issues addressed therein and, with respect to the Bonds, such information conforms to the Bond Ordinance, the Assessment Ordinance and the Indenture.

The various legal opinions to be delivered concurrently with the delivery of the Bonds express the professional judgment of the attorneys rendering the opinions as to the legal issues explicitly addressed therein. In rendering a legal opinion, the attorney does not become an insurer or guarantor of that expression of professional judgment, of the transaction opined upon, or of the future performance of the parties to the transaction. Nor does the rendering of an opinion guarantee the outcome of any legal dispute that may arise out of the transaction.

Litigation — The City

At the time of delivery and payment for the Bonds, the City will certify that, except as disclosed herein, there is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, regulatory agency, public board or body, pending or overtly threatened against the City affecting the existence of the District, or seeking to restrain or to enjoin the sale or delivery of the Bonds, the application of the proceeds thereof, in accordance with the Indenture, or the collection or application of Assessments securing the Bonds, or in any way contesting or affecting the validity or enforceability of the Bonds, the Assessment Ordinance, the Indenture, any action of the City contemplated by any of the said documents, or the collection or application of the Trust Estate, or in any way contesting the completeness or accuracy of this Limited Offering Memorandum or any amendment or supplement thereto, or contesting the powers of the City or its authority with respect to the Bonds or any action of the City contemplated by any documents relating to the Bonds.

Litigation — The Developer

At the time of delivery and payment for the Bonds, the Developer will certify that, except as disclosed herein, there is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, regulatory

body, public board or body pending, or, to the best knowledge of the Developer, threatened against or affecting the Developer or any of its affiliates wherein an unfavorable decision, ruling or finding would have a material adverse effect on the financial condition or operations of the Developer or its managing member, or would adversely affect (1) the transactions contemplated by, or the validity or enforceability of, the Bonds, the Indenture, the Service and Assessment Plan, the Development Agreement, the Site Development Agreement or the Financing and Reimbursement Agreement, or otherwise described in this Limited Offering Memorandum or (2) the tax-exempt status of interest on the Bonds (individually or in the aggregate, a “Material Adverse Effect”).

SUITABILITY FOR INVESTMENT

Investment in the Bonds poses certain economic risks. See “BONDHOLDERS’ RISKS.” The Bonds are not rated by any nationally recognized municipal securities rating service. No dealer, broker, salesman or other person has been authorized by the City or the Underwriter to give any information or make any representations, other than those contained in this Limited Offering Memorandum, and, if given or made, such other information or representations must not be relied upon as having been authorized by either of the foregoing. Additional information will be made available to each prospective investor, including the benefit of a site visit to the City and the opportunity to ask questions of the Developer, as such prospective investor deems necessary in order to make an informed decision with respect to the purchase of the Bonds.

ENFORCEABILITY OF REMEDIES

The remedies available to the owners of the Bonds upon an event of default under the Indenture are in many respects dependent upon judicial actions, which are often subject to discretion and delay. See “BONDHOLDERS’ RISKS — Bondholders’ Remedies and Bankruptcy.” Under existing constitutional and statutory law and judicial decisions, including the federal bankruptcy code, the remedies specified by the Indenture and the Bonds may not be readily available or may be limited. The various legal opinions to be delivered concurrently with the delivery of the Bonds will be qualified, as to the enforceability of the remedies provided in the various legal instruments, by limitations imposed by governmental immunity, bankruptcy, reorganization, insolvency or other similar laws affecting the rights of creditors and enacted before or after such delivery, and by general principles of equity that permit the exercise of judicial discretion.

NO RATING

No application for a rating on the Bonds has been made to any rating agency, nor is there any reason to believe that the City would have been successful in obtaining an investment grade rating for the Bonds had application been made.

CONTINUING DISCLOSURE

The City

Pursuant to Rule 15c2-12 of the SEC (the “Rule”), the City, the PID Administrator and RBC Capital Markets, LLC, as dissemination agent (in such capacity, the “Dissemination Agent”), will enter into a Continuing Disclosure Agreement (the “Disclosure Agreement of Issuer”), for the benefit of the owners of the Bonds (including owners of beneficial interests in the Bonds), to provide, by certain dates prescribed in the Disclosure Agreement of Issuer, certain financial information and operating data relating to the City (collectively, the “City Reports”). The specific nature of the information to be contained in the City Reports is set forth in “APPENDIX E-1 — Form of Disclosure Agreement of Issuer.” Under certain circumstances, the failure of the City to comply with its obligations under the Disclosure Agreement of Issuer constitutes an event of default thereunder. Such a default will not constitute an event of default under the Indenture, but such event of default under the Disclosure Agreement of Issuer would allow the Owners of the Bonds (including owners of beneficial interests in the Bonds) to bring an action for specific performance.

The City has agreed to update information and to provide notices of certain specified events only as provided in the Disclosure Agreement of Issuer. The City has not agreed to provide other information that may be relevant or material to a complete presentation of its financial results of operations, condition, or prospects or agreed to update any information that is provided in this Limited Offering Memorandum, except as provided in the Disclosure Agreement of Issuer. The City makes no representation or warranty concerning such information or concerning its usefulness to a decision to invest in or sell the Bonds at any future date. The City disclaims any contractual or tort

liability for damages resulting in whole or in part from any breach of the Disclosure Agreement of Issuer or from any statement made pursuant to the Disclosure Agreement of Issuer.

The City's Compliance with Prior Undertakings

During the last five years, the City has complied in all material respects with all continuing disclosure agreements made by the City in accordance with the Rule.

The Developer

Pursuant to the Rule, the Developer, the PID Administrator and the Dissemination Agent will enter into a Continuing Disclosure Agreement (the "Disclosure Agreement of Developer"), for the benefit of the owners of the Bonds (including owners of beneficial interests in the Bonds), to provide, by certain dates prescribed in the Disclosure Agreement of Developer, certain information regarding the Development and the Improvement Area #1 Projects (collectively, the "Developer Reports"). The specific nature of the information to be contained in the Developer Reports is set forth in "APPENDIX E-2 — Form of Disclosure Agreement of Developer." Under certain circumstances, the failure of the Developer or the PID Administrator to comply with its obligations under the Disclosure Agreement of Developer constitutes an event of default thereunder. Such a default will not constitute an event of default under the Indenture, but such event of default under the Disclosure Agreement of Developer would allow the Owners of the Bonds (including owners of beneficial interests in the Bonds) to bring an action for specific performance.

The Developer has agreed to provide (i) certain updated information to the PID Administrator, which consultant will prepare and provide such updated information in report form and (ii) notices of certain specified events, only as provided in the Disclosure Agreement of Developer. The Developer has not agreed to provide other information that may be relevant or material to a complete presentation of its financial results of operations, condition, or prospects or agreed to update any information that is provided in this Limited Offering Memorandum, except as provided in the Disclosure Agreement of Developer. The Developer makes no representation or warranty concerning such information or concerning its usefulness to a decision to invest in or sell the Bonds at any future date. The Developer disclaims any contractual or tort liability for damages resulting in whole or in part from any breach of the Disclosure Agreement of Developer or from any statement made pursuant to the Disclosure Agreement of Developer.

The Developer's Compliance with Prior Undertakings

During the last five years, the Developer has complied in all material respects with all continuing disclosure agreements made by the Developer in accordance with the Rule.

UNDERWRITING

FMSbonds, Inc. (the "Underwriter") has agreed to purchase the Bonds from the City at a purchase price of \$_____ (the par amount of the Bonds, less a reoffering discount of \$_____ and less an underwriting discount of \$_____). The Underwriter's obligations are subject to certain conditions precedent and if obligated to purchase any of the Bonds the Underwriter will be obligated to purchase all of the Bonds. The Bonds may be offered and sold by the Underwriter at prices lower than the initial offering prices stated on the inside cover page hereof, and such initial offering prices may be changed from time to time by the Underwriter.

Additionally, there are no assurances that if a secondary market for the Bonds were to develop, that it will not be disrupted by events including, but not limited to, the current pandemic associated with the COVID-19 virus. Consequently, investors may not be able to resell the Bonds purchased should they need or wish to do so for emergency or other purposes. See "BONDHOLDERS' RISKS — Infectious Disease Outbreak" herein.

REGISTRATION AND QUALIFICATION OF BONDS FOR SALE

The sale of the Bonds has not been registered under the Securities Act of 1933, as amended, in reliance upon the exemption provided thereunder by Section 3(a)(2); and the Bonds have not been qualified under the Securities Act of 1933 in reliance upon various exemptions contained therein; nor have the Bonds been qualified under the securities acts of any other jurisdiction. The City assumes no responsibility for qualification of the Bonds under the securities laws of any jurisdiction in which the Bonds may be sold, assigned, pledged, hypothecated or otherwise transferred.

This disclaimer of responsibility for qualification for sale or other disposition of the Bonds shall not be construed as an interpretation of any kind with regard to the availability of any exemption from securities registration provisions.

It is the obligation of the Underwriters to register or qualify the sale of the Bonds under the securities laws of any jurisdiction which so requires. The City agrees to cooperate, at the Underwriter's written request and sole expense, in registering or qualifying the Bonds or in obtaining an exemption from registration or qualification in any state where such action is necessary; provided, however, that the City shall not be required to qualify as a foreign corporation or to execute a general or special consent to service of process in any jurisdiction.

LEGAL INVESTMENTS AND ELIGIBILITY TO SECURE PUBLIC FUNDS IN TEXAS

The PID Act and Section 1201.041 of the Public Security Procedures Act (Chapter 1201, Texas Government Code, as amended) provide that the Bonds are negotiable instruments and investment securities governed by Chapter 8, Texas Business and Commerce Code, as amended, and are legal and authorized investments for insurance companies, fiduciaries, trustees, or for the sinking funds of municipalities or other political subdivisions or public agencies of the State. With respect to investment in the Bonds by municipalities or other political subdivisions or public agencies of the State, the PFIA requires that the Bonds be assigned a rating of at least "A" or its equivalent as to investment quality by a national rating agency. See "NO RATING" above. In addition, the PID Act and various provisions of the Texas Finance Code provide that, subject to a prudent investor standard, the Bonds are legal investments for state banks, savings banks, trust companies with capital of one million dollars or more, and savings and loan associations. The Bonds are eligible to secure deposits to the extent of their market value. No review by the City has been made of the laws in other states to determine whether the Bonds are legal investments for various institutions in those states. No representation is made that the Bonds will be acceptable to public entities to secure their deposits or acceptable to such institutions for investment purposes.

The City made no investigation of other laws, rules, regulations or investment criteria which might apply to such institutions or entities or which might limit the suitability of the Bonds for any of the foregoing purposes or limit the authority of such institutions or entities to purchase or invest in the Bonds for such purposes.

INVESTMENTS

The City invests its funds in investments authorized by State law in accordance with investment policies approved by the City Council. Both State law and the City's investment policies are subject to change.

Legal Investments

Under State law, the City is authorized to make investments meeting the requirements of the PFIA, which currently include (1) obligations, including letters of credit, of the United States or its agencies and instrumentalities, including the Federal Home Loan Banks; (2) direct obligations of the State or its agencies and instrumentalities; (3) collateralized mortgage obligations directly issued by a federal agency or instrumentality of the United States, the underlying security for which is guaranteed by an agency or instrumentality of the United States; (4) other obligations, the principal and interest of which is guaranteed or insured by or backed by the full faith and credit of, the State or the United States or their respective agencies and instrumentalities, including obligations that are fully guaranteed or insured by the Federal Deposit Insurance Corporation or by the explicit full faith and credit of the United States; (5) obligations of states, agencies, counties, cities, and other political subdivisions of any state rated as to investment quality by a nationally recognized investment rating firm not less than "A" or its equivalent; (6) bonds issued, assumed or guaranteed by the State of Israel; (7) interest-bearing banking deposits that are guaranteed or insured by the Federal Deposit Insurance Corporation or its successor, or the National Credit Union Share Insurance Fund or its successor; (8) interest-bearing banking deposits other than those described by clause (7) if (A) the funds invested in the banking deposits are invested through: (i) a broker with a main office or branch office in this state that the City selects from a list the governing body or designated investment committee of the City adopts as required by Section 2256.025, Texas Government Code; or (ii) a depository institution with a main office or branch office in this state that the City selects; (B) the broker or depository institution selected as described by (A) above arranges for the deposit of the funds in the banking deposits in one or more federally insured depository institutions, regardless of where located, for the City's account; (C) the full amount of the principal and accrued interest of the banking deposits is insured by the United States or an instrumentality of the United States; and (D) the City appoints as the City's custodian of the banking deposits issued for the City's account: (i) the depository institution selected as described by (A) above; (ii) an entity described by Section 2257.041(d), Texas Government Code; or (iii) a clearing broker dealer registered with the SEC

and operating under SEC Rule 15c3-3; (9) (i) certificates of deposit or share certificates meeting the requirements of the PFIA that are issued by an institution that has its main office or a branch office in the State and are guaranteed or insured by the Federal Deposit Insurance Corporation or the National Credit Union Share Insurance Fund, or their respective successors, or are secured as to principal by obligations described in clauses (1) through (8) or in any other manner and provided for by law for City deposits, or (ii) certificates of deposits where (a) the funds are invested by the City through (A) a broker that has its main office or a branch office in the State and is selected from a list adopted by the City as required by law, or (B) a depository institution that has its main office or branch office in the State that is selected by the City, (b) the broker or the depository institution selected by the City arranges for the deposit of the funds in certificates of deposit in one or more federally insured depository institutions, wherever located, for the account of the City, (c) the full amount of the principal and accrued interest of each of the certificates of deposit is insured by the United States or an instrumentality of the United States, and (d) the City appoints the depository institution selected under (a) above, a custodian as described by Section 2257.041(d) of the Texas Government Code, or a clearing broker-dealer registered with the SEC and operating pursuant to SEC Rule 15c3-3 (17 C.F.R. Section 240.15c3-3) as custodian for the City with respect to the certificates of deposit; (10) fully collateralized repurchase agreements that have a defined termination date, are secured by a combination of cash and obligations described in clause (1) above or clause (12) below, require the securities being purchased by the City or cash held by the City to be pledged to the City, held in the City's name, and deposited at the time the investment is made with the City or with a third party selected and approved by the City, and are placed through a primary government securities dealer, as defined by the Federal Reserve, or a financial institution doing business in the State; (11) certain bankers' acceptances with the remaining term of 270 days or less, if the short-term obligations of the accepting bank or its parent are rated at least "A-1" or "P-1" or the equivalent by at least one nationally recognized credit rating agency; (12) commercial paper with a stated maturity of 365 days or less that is rated at least "A-1" or "P-1" or the equivalent by either (a) two nationally recognized credit rating agencies or (b) one nationally recognized credit rating agency if the paper is fully secured by an irrevocable letter of credit issued by a U.S. or state bank; (13) no-load money market mutual funds registered with and regulated by the United States SEC that provide the City with a prospectus and other information required by the Securities Exchange Act of 1934 or the Investment Company Act of 1940 and that comply with federal SEC Rule 2a-7 (17 C.F.R. Section 270.2a-7), promulgated under the Investment Company Act of 1940 (15 U.S.C. Section 80a-1 et seq.); and (14) no-load mutual funds registered with the SEC that have an average weighted maturity of less than two years, and either (a) a duration of one year or more and invest exclusively in obligations described in under this heading, or (b) a duration of less than one year and the investment portfolio is limited to investment grade securities, excluding asset-backed securities. In addition, bond proceeds may be invested in guaranteed investment contracts that have a defined termination date and are secured by obligations, including letters of credit, of the United States or its agencies and instrumentalities, other than the prohibited obligations described below, in an amount at least equal to the amount of bond proceeds invested under such contract and are pledged to the City and deposited with the City or a third party selected and approved by the City.

The City may invest in such obligations directly or through government investment pools that invest solely in such obligations provided that the pools are rated no lower than "AAA" or "AAAm" or an equivalent by at least one nationally recognized rating service. The City may also contract with an investment management firm registered under the Investment Advisers Act of 1940 (15 U.S.C. Section 80b-1 et seq.) or with the State Securities Board to provide for the investment and management of its public funds or other funds under its control for a term up to two years, but the City retains ultimate responsibility as fiduciary of its assets. In order to renew or extend such a contract, the City must do so by order, ordinance, or resolution. The City is specifically prohibited from investing in: (1) obligations whose payment represents the coupon payments on the outstanding principal balance of the underlying mortgage-backed security collateral and pays no principal; (2) obligations whose payment represents the principal stream of cash flow from the underlying mortgage-backed security and bears no interest; (3) collateralized mortgage obligations that have a stated final maturity of greater than ten (10) years; and (4) collateralized mortgage obligations the interest rate of which is determined by an index that adjusts opposite to the changes in a market index.

Political subdivisions such as the City are authorized to implement securities lending programs if (i) the securities loaned under the program are 100% collateralized, a loan made under the program allows for termination at any time and a loan made under the program is either secured by (a) obligations that are described in clauses (1) through (8) above, (b) irrevocable letters of credit issued by a state or national bank that is continuously rated by a nationally recognized investment rating firm at not less than "A" or its equivalent or (c) cash invested in obligations described in clauses (1) through (8) above, clauses (12) through (14) above, or an authorized investment pool; (ii) securities held as collateral under a loan are pledged to the City, held in the City's name and deposited at the time the investment is made with the City or a third party designated by the City; (iii) a loan made under the program is placed

through either a primary government securities dealer or a financial institution doing business in the State; and (iv) the agreement to lend securities has a term of one year or less.

Investment Policies

Under State law, the City is required to invest its funds under written investment policies that primarily emphasize safety of principal and liquidity; that address investment diversification, yield, maturity, and the quality and capability of investment management; and that include a list of authorized investments for City funds, the maximum allowable stated maturity of any individual investment, the maximum average dollar-weighted maturity allowed for pooled fund groups, methods to monitor the market price of investments acquired with public funds, a requirement for settlement of all transactions, except investment pool funds and mutual funds, on a delivery versus payment basis, and procedures to monitor rating changes in investments acquired with public funds and the liquidation of such investments consistent with the PFIA. All City funds must be invested consistent with a formally adopted "Investment Strategy Statement" that specifically addresses each fund's investment. Each Investment Strategy Statement will describe its objectives concerning: (1) suitability of investment type, (2) preservation and safety of principal, (3) liquidity, (4) marketability of each investment, (5) diversification of the portfolio, and (6) yield.

Under State law, the City's investments must be made "with judgment and care, under prevailing circumstances, that a person of prudence, discretion, and intelligence would exercise in the management of the person's own affairs, not for speculation, but for investment considering the probable safety of capital and the probable income to be derived." At least quarterly the City's investment officers must submit an investment report to the City Council detailing: (1) the investment position of the City, (2) that all investment officers jointly prepared and signed the report, (3) the beginning market value, the ending market value and the fully accrued interest for the reporting period of each pooled fund group, (4) the book value and market value of each separately listed asset at the end of the reporting period, (5) the maturity date of each separately invested asset, (6) the account or fund or pooled fund group for which each individual investment was acquired, and (7) the compliance of the investment portfolio as it relates to: (a) adopted investment strategies and (b) State law. No person may invest City funds without express written authority from the City Council.

Additional Provisions

Under State law, the City is additionally required to: (1) annually review its adopted policies and strategies; (2) adopt by written instrument a rule, order, ordinance or resolution stating that it has reviewed its investment policy and investment strategies and records any changes made to either its investment policy or investment strategy in the respective rule, order, ordinance or resolution; (3) require any investment officers with personal business relationships or relatives with firms seeking to sell securities to the City to disclose the relationship and file a statement with the Texas Ethics Commission and the City Council; (4) require the qualified representative of firms offering to engage in an investment transaction with the City to: (a) receive and review the City's investment policy, (b) acknowledge that reasonable controls and procedures have been implemented to preclude investment transactions conducted between the City and the business organization that are not authorized by the City's investment policy (except to the extent that this authorization is dependent on an analysis of the makeup of the entity's entire portfolio, requires an interpretation of subjective investment standards or relates to investment transactions of the entity that are not made through accounts or other contractual arrangements over which the business organization has accepted discretionary investment authority), and (c) deliver a written statement in a form acceptable to the City and the business organization attesting to these requirements; (5) in conjunction with its annual financial audit, perform a compliance audit of the management controls on investments and adherence to the City's investment policy; (6) provide specific investment training for the Treasurer, chief financial officer and investment officers; (7) restrict reverse repurchase agreements to not more than ninety (90) days and restrict the investment of reverse repurchase agreement funds to no greater than the term of the reverse purchase agreement; (8) restrict the investment in no-load mutual funds in the aggregate to no more than fifteen percent (15%) of the City's monthly average fund balance, excluding bond proceeds and reserves and other funds held for debt service; (9) require local government investment pools to conform to the new disclosure, rating, net asset value, yield calculation, and advisory board requirements; and (10) at least annually review, revise and adopt a list of qualified brokers that are authorized to engage in investment transactions with the City.

INFORMATION RELATING TO THE TRUSTEE

The City has appointed BOKF, NA, a national banking association organized under the laws of the United States, to serve as Trustee. The Trustee is to carry out those duties assignable to it under the Indenture. Except for the

contents of this section, the Trustee has not reviewed or participated in the preparation of this Limited Offering Memorandum and assumes no responsibility for the contents, accuracy, fairness or completeness of the information set forth in this Limited Offering Memorandum or for the recitals contained in the Indenture or the Bonds, or for the validity, sufficiency, or legal effect of any of such documents.

Furthermore, the Trustee has no oversight responsibility, and is not accountable, for the use or application by the City of any of the Bonds authenticated or delivered pursuant to the Indenture or for the use or application of the proceeds of such Bonds by the City. The Trustee has not evaluated the risks, benefits, or propriety of any investment in the Bonds and makes no representation, and has reached no conclusions, regarding the value or condition of any assets or revenues pledged or assigned as security for the Bonds, the technical or financial feasibility of the project, or the investment quality of the Bonds, about all of which the Trustee expresses no opinion and expressly disclaims the expertise to evaluate.

Additional information about the Trustee may be found at its website at www.bokfinancial.com. Neither the information on the Trustee's website, nor any links from that website, is a part of this Limited Offering Memorandum, nor should any such information be relied upon to make investment decisions regarding the Bonds.

SOURCES OF INFORMATION

General

The information contained in this Limited Offering Memorandum has been obtained primarily from the City's records, the Developer and its representatives and other sources believed to be reliable. In accordance with its responsibilities under the federal securities law, the Underwriter has reviewed the information in this Limited Offering Memorandum in accordance with, and as part of, its responsibilities to investors under the federal securities laws as applied to the facts and circumstances of the transaction, but the Underwriter does not guarantee the accuracy or completeness of such information. The information and expressions of opinion herein are subject to change without notice, and neither the delivery of this Limited Offering Memorandum or any sale hereunder will create any implication that there has been no change in the financial condition or operations of the City or the Developer described herein since the date hereof. This Limited Offering Memorandum contains, in part, estimates and matters of opinion that are not intended as statements of fact, and no representation or warranty is made as to the correctness of such estimates and opinions or that they will be realized. The summaries of the statutes, resolutions, ordinances, indentures and engineering and other related reports set forth herein are included subject to all of the provisions of such documents. These summaries do not purport to be complete statements of such provisions and reference is made to such documents for further information.

Developer

The information contained in this Limited Offering Memorandum relating to the description of the Developer, the Development and the Authorized Improvements generally and, in particular, the information included in any of the maps herein and in the sections captioned "PLAN OF FINANCE — Development Plan," "— Single-Family Residential Development," "— Additional Indebtedness," "THE AUTHORIZED IMPROVEMENTS," "THE DEVELOPMENT," "THE DEVELOPER," "BONDHOLDERS' RISKS" (only as it pertains to the Developer, the Authorized Improvements and the Development), "LEGAL MATTERS — Litigation — The Developer," and "CONTINUING DISCLOSURE — The Developer" and "— The Developer's Compliance with Prior Undertakings," "APPENDIX E-2" and "APPENDIX F" has been provided by the Developer, and the Developer warrants and represents that the information contained herein is true and correct and does not contain any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements made herein, in the light of the circumstances under which they were made, not misleading. At the time of delivery of the Bonds to the Underwriter, the Developer will deliver a certificate to this effect to the City and the Underwriter.

Experts

The information regarding the Service and Assessment Plan in this Limited Offering Memorandum has been provided by P3Works, LLC and has been included in reliance upon the authority of such firm as experts in the field of assessment allocation/methodology and district administration.

The information regarding the Appraisal in this Limited Offering Memorandum, which is subject to the assumptions, hypothetical conditions and qualifications set forth therein, has been provided by Barletta & Associates, Inc., and has been included in reliance upon the authority of such firm as experts in the field of the appraisal of real property. Barletta & Associates, Inc. has consented to the inclusion of the Appraisal herein.

Updating of Limited Offering Memorandum

If, subsequent to the date of the Limited Offering Memorandum, the City learns, through the ordinary course of business and without undertaking any investigation or examination for such purposes, or is notified by the Underwriter, of any adverse event which causes the Limited Offering Memorandum to be materially misleading, and unless the Underwriter elects to terminate its obligation to purchase the Bonds, the City will promptly prepare and supply to the Underwriter an appropriate amendment or supplement to the Limited Offering Memorandum satisfactory to the Underwriter; provided, however, that the obligation of the City to so amend or supplement the Limited Offering Memorandum will terminate when the City delivers the Bonds to the Underwriter, unless the Underwriter notifies the City on or before such date that less than all of the Bonds have been sold to ultimate customers; in which case the City's obligations hereunder will extend for an additional period of time (but not more than ninety (90) days after the date the City delivers the Bonds) until all of the Bonds have been sold to ultimate customers.

FORWARD-LOOKING STATEMENTS

Certain statements included or incorporated by reference in this Limited Offering Memorandum constitute "forward-looking statements" within the meaning of the United States Private Securities Litigation Reform Act of 1995, Section 21E of the United States Securities Exchange Act of 1934, as amended, and Section 27A of the Securities Act. Such statements are generally identifiable by the terminology used such as "plan," "expect," "estimate," "project," "anticipate," "budget" or other similar words.

THE ACHIEVEMENT OF CERTAIN RESULTS OR OTHER EXPECTATIONS CONTAINED IN SUCH FORWARD-LOOKING STATEMENTS INVOLVE KNOWN AND UNKNOWN RISKS, UNCERTAINTIES AND OTHER FACTORS WHICH MAY CAUSE ACTUAL RESULTS, PERFORMANCE OR ACHIEVEMENTS DESCRIBED TO BE MATERIALLY DIFFERENT FROM ANY FUTURE RESULTS, PERFORMANCE OR ACHIEVEMENTS EXPRESSED OR IMPLIED BY SUCH FORWARD-LOOKING STATEMENTS. THE CITY DOES NOT PLAN TO ISSUE ANY UPDATES OR REVISIONS TO THOSE FORWARD-LOOKING STATEMENTS IF OR WHEN ANY OF ITS EXPECTATIONS, OR EVENTS, CONDITIONS OR CIRCUMSTANCES ON WHICH SUCH STATEMENTS ARE BASED OCCUR, OTHER THAN AS DESCRIBED UNDER "CONTINUING DISCLOSURE" HEREIN.

AUTHORIZATION AND APPROVAL

The City Council approved the form and content of this Preliminary Limited Offering Memorandum and the use thereof by the Underwriter in connection with the marketing and sale of the Bonds. In the Bond Ordinance, the City Council will approve the form and content of the final Limited Offering Memorandum.

CITY OF KYLE, TEXAS

Mayor

ATTEST:

City Secretary

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APPENDIX A

GENERAL INFORMATION REGARDING THE CITY AND SURROUNDING AREA

The following information has been provided for informational purposes only.

General Information

The City is a political subdivision and municipal corporation of the State of Texas (the “State”), duly organized and existing under the laws of the State including the City’s Home Rule Charter, initially adopted by the qualified voters of the City in the year 2000, and as amended in 2006, 2016, 2018 and 2020. The City operates as a home rule municipality under a Council-Manager form of government with a City Council comprised of the Mayor and six Council Members. The City Manager is the chief executive officer for the City.

The City is located in Hays County along Interstate Highway 35. It is located approximately eight (8) miles north of the City of San Marcos, twenty (20) miles south of the City of Austin and sixty (60) miles north of the City of San Antonio. The City covers approximately 31.25 square miles. The City’s 2010 census population was 28,016, and the City has estimated that its 2021 population is 58,500.

Historical Employment in Hays County and the City

Hays County

	Average Annual				
	2021 ⁽¹⁾⁽²⁾	2020 ⁽²⁾	2019	2018	2017
Civilian Labor Force	129,627	121,304	120,848	116,141	110,693
Total Employed	125,659	113,639	117,494	112,689	107,183
Total Unemployed	3,968	7,665	3,354	3,452	3,510
Unemployment Rate	3.1%	6.3%	2.8%	3.0%	3.2%

⁽¹⁾ Data through December 2021.

⁽²⁾ The COVID-19 Pandemic has negatively affected travel, commerce, employment rates and financial markets globally, and is widely expected to continue negatively affecting economic growth and financial markets worldwide. See “BONDHOLDERS’ RISKS — Infectious Disease Outbreak.”

Source: Texas Labor Market Information.

The City

	Average Annual				
	2021 ⁽¹⁾⁽²⁾	2020 ⁽²⁾	2019	2018	2017
Civilian Labor Force	27,497	25,783	25,647	24,657	22,613
Total Employed	26,668	24,117	24,936	23,952	21,935
Total Unemployed	829	1,666	711	705	678
Unemployment Rate	3.0%	6.5%	2.8%	2.9%	3.0%

⁽¹⁾ Data through December 2021.

⁽²⁾ The COVID-19 Pandemic has negatively affected travel, commerce, employment rates and financial markets globally, and is widely expected to continue negatively affecting economic growth and financial markets worldwide. See “BONDHOLDERS’ RISKS — Infectious Disease Outbreak.”

Source: Texas Labor Market Information.

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Major Employers in the City

The major employers in the City are set forth in the table below.

<u>Employer</u>	<u>Employees</u>	<u>Percentage of Total City Employment</u>
Hays County Independent School District	2,383	11.45%
Seton Medical Center Hays	610	2.93%
The City	251	6.09%
HEB Plus	208	1.00%
Legend Oaks Healthcare & Rehabilitation	116	0.56%
Lowes	108	0.52%
Warm Springs Rehab Hospital	100	0.48%
Home Depot	100	0.48%
Austin Community College at Hays	80	0.38%
RSI, Inc	58	0.28%
Construction Metal Products	40	0.19%
Southwestern Pneumatic	40	0.19%
Miscellaneous Steel Industries	30	0.14%
Total	4,124	25.00%

Source: The City's Comprehensive Annual Financial Report for the year ended September 30, 2020.

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Surrounding Economic Activity

The major employers of municipalities surrounding the City are set forth in the table below.

City of San Marcos, TX		City of New Braunfels, TX		City of Seguin, TX		City of Buda, TX							
Approximately 10 Miles from the City		Approximately 30 Miles from the City		Approximately 30 Miles from the City		Approximately 8 Miles from the City							
Employer	Employees	Employer	Employees	Employer	Employees	Employer	Employees						
Texas State University	3,730	Comal ISD	2,895	Texas Power Systems/CAT	2,000	Wal-Mart	325						
Amazon	2,200	Schlitterbahn Water Park	2,100	Continental AG (Motorola)	1,500	US Foods	300						
San Marcos Premium Outlets	1,600	Wal-Mart Distribution Center	1,250	Seguin ISD	1,045	Capital Excavation	300						
Tanger Factory Outlets	1,540	New Braunfels ISD	1,188	CMC Steel	900	Dynamic Systems	200						
San Marcos CISD	1,400	City of New Braunfels	812	Guadalupe Regional Medical Center	765	Fat Quarter Shop	160						
Hays County	885	Sysco	810	Tyson Foods	750	Texas Lehigh	160						
City of San Marcos	817	Hunter Industries-Colorado Materials	730	Guadalupe County	650	ProBuild	130						
HEB Distribution Center	750	Comal County	681	Texas Lutheran University	440	Cabela's	120						
Central Texas Medical Center	675	HD Supply	538	HEB	429	Cap City Steel	100						
CFAN	600	Rush Enterprises	518	Wal-Mart Supercenter	400	Jardines	75						
						City of Schertz, TX							
						Approximately 45 Miles from the City							
						Employer	Employees	Schertz/Cibolo/UC ISD		1,992	Amazon.com	900	
						Sysco Central Texas		806	Visionworks	593	FedEx Ground	580	
						The Brandt Companies, LLC		537	HEB Grocery Co.	500	Republic Beverage Company	413	
						City of Schertz		392	FedEx Freight	325	City of Austin, TX		
						Approximately 20 Miles from the City		Employer	Employees	State Government		38,589	
						University of Texas at Austin		27,426	City of Austin		14,471	HEB	13,901
						Federal Government		13,400	Dell Computer Corporation		13,000	Austin ISD	11,098
						St. David's Healthcare		10,665	Ascension Seton		10,513	Samsung Austin Semiconductor	8,935

Source: Municipal Advisory Council of Texas

APPENDIX B
FORM OF INDENTURE

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APPENDIX C
FORM OF SERVICE AND ASSESSMENT PLAN

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APPENDIX D
FORM OF OPINION OF BOND COUNSEL

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APPENDIX E-1

FORM OF DISCLOSURE AGREEMENT OF ISSUER

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APPENDIX E-2

FORM OF DISCLOSURE AGREEMENT OF DEVELOPER

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APPENDIX F

FINANCING AND REIMBURSEMENT AGREEMENT AND FORM OF FIRST AMENDMENT

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APPENDIX G
APPRAISAL OF THE DISTRICT

INDENTURE OF TRUST

By and Between

CITY OF KYLE, TEXAS

and

**BOKF, NA,
as Trustee**

DATED AS OF MARCH 15, 2022

SECURING

\$_____,000

CITY OF KYLE, TEXAS

**SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2022
(PLUM CREEK NORTH PUBLIC IMPROVEMENT DISTRICT
IMPROVEMENT AREA #1 PROJECT)**

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INDENTURE OF TRUST

THIS INDENTURE OF TRUST, dated as of March 15, 2022 is by and between the CITY OF KYLE, TEXAS (the “*City*”), and BOKF, NA, as trustee (together with its successors, the “*Trustee*”). Capitalized terms used in the preambles, recitals and granting clauses and not otherwise defined shall have the meanings assigned thereto in Article I.

WHEREAS, a petition (the “*Petition*”) was submitted by Lennar Homes of Texas Land and Construction, Ltd., a Texas limited partnership, and filed with the City Secretary of the City (the “*City Secretary*”) on August 1, 2017, pursuant to the Public Improvement District Assessment Act, Texas Local Government Code, Chapter 372, as amended (the “*PID Act*”), requesting the creation of a public improvement district located in the City to be known as the Plum Creek North Public Improvement District (the “*District*”); 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 District; and

WHEREAS, on April 16, 2019, after due notice, the City Council of the City (“*City Council*”) held a public hearing in the manner required by law on the advisability of the improvement projects and services described in the Petition as required by Section 372.009 of the PID Act; and

WHEREAS, the City Council made the findings required by Section 372.009(b) of the PID Act and, by Resolution No. 1139 adopted by a majority of the members of the City Council, authorized the creation of the District in accordance with its finding as to the advisability of the improvement projects and services; and

WHEREAS, on May 8, 2019 the City published notice of its authorization of the creation of the District in the *Hays Free Press*, a newspaper of general circulation in the City; and

WHEREAS, no written protests of the creation of the District from any owners of record of property within the District were filed with the City Secretary within 20 days after May 8, 2019; and

WHEREAS, the City Council, pursuant to Section 372.016 of the PID Act, filed proposed “Assessment Rolls” for the District with the City Secretary and made the proposed Assessment Rolls subject to public inspection, and also directed and caused the City Secretary to publish notice of a public hearing on November 3, 2021 in the *Hays Free Press*, a newspaper of general circulation in the City, for the consideration of the proposed “Improvement Area #1 Assessments” and the “Major Improvement Area Assessments” (collectively, the “*Assessments*”) and the “Original Service and Assessment Plan” (as defined herein), and to, on the same date, mail notice of the public hearing to the last known address of each property owner liable for such assessments; and

WHEREAS, on November 16, 2021, the City Council convened the public hearing, and at such public hearing all persons who appeared, or requested to appear, in person or by their attorney, were given the opportunity to make any objection to the proposed Assessment Rolls and the Assessments; and

WHEREAS, at the November 16, 2021 public hearing referenced above, there were no written objections or evidence submitted to the City Secretary in opposition to the Original Service and Assessment Plan, the allocation of Actual Costs (defined herein), the Assessment Rolls, or the levy of the Assessments; and

WHEREAS, after considering all written and documentary evidence presented at the hearing, including all written comments and statements filed with the City Secretary or the City, the City Council closed the hearing; and

WHEREAS, on November 16, 2021, the City approved and accepted the Original Service and Assessment Plan in conformity with the requirements of the PID Act and adopted Ordinance No. 1174 (the “*Assessment Ordinance*”) and therein levied the Improvement Area #1 Assessments and Major Improvement Area Assessments; and

WHEREAS, the City Council is authorized by the PID Act to issue its revenue bonds payable from the Improvement Area #1 Assessments for the purposes of (i) paying a portion of the Actual Costs of the Improvement Area #1 Projects (defined herein), (ii) paying capitalized interest on the Bonds (defined herein) during and after the period of acquisition and construction of the Improvement Area #1 Projects, (iii) funding a reserve account for payment of principal and interest on the Bonds, (iv) paying a portion of the Actual Costs incidental to the organization and administration of the District, and (v) paying costs of issuance of the Bonds; and

WHEREAS, the City Council, in accordance with the PID Act, on March 22, 2022, approved and adopted the Amended and Restated Service and Assessment Plan for the District (the “*Service and Assessment Plan*”), which amends and restates the Original Service and Assessment Plan in its entirety; and

WHEREAS, the City Council now desires to issue revenue bonds, in accordance with the PID Act, such series of Bonds to be entitled “City of Kyle, Texas Special Assessment Revenue Bonds, Series 2022 (Plum Creek North Public Improvement District Improvement Area #1 Project)” (the “*Bonds*”), such Bonds being payable solely from the Trust Estate (defined herein), consisting primarily of the Improvement Area #1 Assessment Revenue (defined herein) and other funds pledged under this Indenture to the payment of Bonds and for the purposes set forth in the preamble of this Indenture; and

WHEREAS, the Trustee has agreed to accept the trusts herein created and to serve as Trustee upon the terms set forth in this Indenture.

NOW, THEREFORE, the City, in consideration of the foregoing premises and acceptance by the Trustee of the trusts herein created, of the purchase and acceptance of the Bonds by the Owners (defined herein) thereof, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby GRANT, CONVEY, PLEDGE, TRANSFER, ASSIGN, and DELIVER to the Trustee for the benefit of the Owners, a security

interest in all of the moneys, rights and properties described in the Granting Clauses hereof, as follows (collectively, the “*Trust Estate*”):

FIRST GRANTING CLAUSE

The Pledged Revenues and all moneys and investments held in the Pledged Funds, including any contract or any evidence of indebtedness related thereto or other rights of the City to receive any of such moneys or investments, whether now existing or hereafter coming into existence, and whether now or hereafter acquired; and

SECOND GRANTING CLAUSE

Any and all other property or money of every name and nature which is, from time to time hereafter by delivery or by writing of any kind, conveyed, pledged, assigned or transferred to the Trustee as additional security hereunder by the City or by anyone on its behalf or with its written consent, and the Trustee is hereby authorized to receive any and all such property or money at any and all times and to hold and apply the same subject to the terms thereof; and

THIRD GRANTING CLAUSE

Any and all proceeds and products of the foregoing property described in the above granting clauses;

TO HAVE AND TO HOLD the Trust Estate, whether now owned or hereafter acquired, unto the Trustee and its successors or assigns;

IN TRUST NEVERTHELESS, upon the terms and trusts herein set forth for the equal and ratable benefit of all present and future Owners of the Bonds from time to time issued under and secured by this Indenture, and for enforcement of the payment of the Bonds in accordance with their terms, and for the performance of and compliance with the obligations, covenants, and conditions of this Indenture;

PROVIDED, HOWEVER, if and to the extent that Improvement Area #1 Assessments have been prepaid, the lien on the real property associated with such Prepayment shall be released and the rights of the Trustee and Owners under this Indenture to proceed against the City for the purpose of protecting and enforcing the rights of the Owners with respect to such released real property shall terminate;

FURTHER PROVIDED, HOWEVER, if the City or its assigns shall well and truly pay, or cause to be paid, the principal or redemption price of and the interest on all the Bonds at the times and in the manner stated in the Bonds, according to the true intent and meaning thereof, then this Indenture and the rights hereby granted shall cease, terminate and be void; otherwise this Indenture is to be and remain in full force and effect; and

IN ADDITION, the Bonds are special obligations of the City payable solely from the Trust Estate, as and to the extent provided in this Indenture. The Bonds do not give rise to a charge against the general credit or taxing powers of the City and are not payable except as provided in this Indenture. Notwithstanding anything to the contrary herein, the Owners shall never have the

right to demand payment thereof out of any funds of the City other than the Trust Estate. The City shall have no legal or moral obligation to pay for the Bonds out of any funds of the City other than the Trust Estate.

THIS INDENTURE FURTHER WITNESSETH, and it is expressly declared, that all Bonds issued and secured hereunder are to be issued, authenticated, and delivered and the Trust Estate hereby created, assigned, and pledged is to be dealt with and disposed of under, upon and subject to the terms, conditions, stipulations, covenants, agreements, trusts, uses, and purposes as hereinafter expressed, and the City has agreed and covenanted, and does hereby agree and covenant, with the Trustee and with the respective Owners from time to time of the Bonds as follows:

ARTICLE I DEFINITIONS, FINDINGS, AND INTERPRETATION

Section 1.1. Definitions.

Unless otherwise expressly provided or unless the context clearly requires otherwise in this Indenture, the following terms shall have the meanings specified below:

“*Account*” means any of the accounts established pursuant to Section 6.1 of this Indenture.

“*Actual Costs*” means, with respect to Improvement Area #1 Projects, the actual costs paid or incurred by or on behalf of the Developer: (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.

“*Additional Interest Rate*” means the incremental interest rate charged on the Improvement Area #1 Assessments securing the Bonds, in excess of the interest rate charged on the Bonds, in the amount of one-half of one percent (0.50%) as authorized pursuant to the PID Act.

“*Additional Interest Reserve Account*” means the Account established pursuant to Section 6.1 hereof.

“Additional Interest Reserve Requirement” means, initially, an amount equal to 5.5% of the par amount of the Outstanding Bonds which will be funded from the payment of the Additional Interest deposited to the Additional Interest Reserve Account of the Reserve Fund.

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

“Administrative Fund” means that Fund established by Section 6.1 and administered pursuant to Section 6.9 hereof.

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

“Amended and Restated Service and Assessment Plan” means the 2022 Amended and Restated Service and Assessment Plan, as such service and assessment plan is annually amended and restated, or otherwise updated, amended, or revised from time to time.

“Annual Collection Costs” means, with respect to the Improvement Area #1, the actual or budgeted costs 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 the Improvement Area #1 Assessments and Annual Installments; (4) preparing and maintaining records with respect to the Improvement Area #1 Assessment Roll and Annual Service Plan Updates; (5) issuing, paying, and redeeming the Bonds; (6) investing or depositing Improvement Area #1 Assessments and Annual Installments; (7) complying with the Service and Assessment Plan and the PID Act with respect to the issuance and sale of the Bonds, including continuing disclosure requirements; and (8) the paying agent/registrar and Trustee in connection with the Bonds, including their respective legal counsel. Amounts collected for Annual Collection Costs but not expended in any year shall be carried forward and applied to reduce Annual Collection Costs for subsequent years.

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

“Annual Installment” means, with respect to the Improvement Area #1 Assessments, the annual installment payments of an Improvement Area #1 Assessment calculated by the Administrator and approved by the City Council, including: (i) principal; (ii) interest; (iii) Annual Collection Costs; and (iv) the Additional Interest.

“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.

“Applicable Laws” means the PID Act, and all other laws or statutes, rules, or regulations, and any amendments thereto, of the State of Texas or of the United States, by which the City and its powers, securities, operations, and procedures are, or may be, governed or from which its powers may be derived.

“Assessment Ordinance” means Ordinance No. 1174 adopted by the City Council on November 16, 2021 that levied the Assessments on the Improvement Area #1 Assessed Properties and the Major Improvement Area Assessed Properties.

“Authorized Denomination” means \$100,000 and any integral multiple of \$1,000 in excess thereof, notwithstanding the foregoing, Authorized Denominations shall also include Bonds issued in \$1,000 in principal amount and integral multiples of \$1,000 in the following instances: (A) any Bonds or any portion thereof that have been redeemed in part or (B) any Bonds or any portion thereof that have been defeased in part; *provided, however*, that upon receipt by the Paying Agent/Registrar of written evidence that the Bonds have received an Investment Grade Rating, Authorized Denomination shall mean \$1,000 or any integral multiple thereof, notwithstanding any subsequent downgrade, suspension or withdrawal of such rating.

“Authorized Improvements” means those public improvements, including Improvement Area #1’s allocable share of the Major Improvements and the Improvement Area #1 Improvements, authorized by Section 372.003 of the PID Act, including but not limited to those listed in Section III and Exhibit C and depicted in Exhibits M and N of the Service and Assessment Plan.

“Bond Counsel” means Bickerstaff Heath Delgado Acosta LLP or any other attorney or firm of attorneys designated by the City that are nationally recognized for expertise in rendering opinions as to the legality and tax-exempt status of securities issued by public entities.

“Bond Date” means the date designated as the initial date of the Bonds by Section 3.2(a) of this Indenture.

“Bond Fund” means the Fund established pursuant to Section 6.1 and administered as provided in Section 6.4 hereof.

“Bond Ordinance” means Ordinance No. ____ adopted by the City Council on March 22, 2022, authorizing the issuance of the Bonds pursuant to this Indenture.

“Bond Year” means the one-year period beginning on September 1 in each year and ending on August 31 in the following year.

“Bonds” or *“Bond”* means those certain “City of Kyle, Texas, Special Assessment Revenue Bonds, Series 2022 (Plum Creek North Public Improvement District Improvement Area #1 Project) that are secured by actual revenues received by or on behalf of the City from the collection of Improvement Area #1 Assessments levied against Improvement Area #1 Assessed Property, or the Annual Installments thereof, for Improvement Area #1.

“*Business Day*” means any day other than a Saturday, Sunday, legal holiday, or day on which banking institutions in the city where the Designated Payment/Transfer Office of the Paying Agent/Registrar is located are required or authorized by law or executive order to close.

“*Certification for Payment*” means a certification for payment substantially in the forms of Exhibit C attached to the Financing Agreement, executed by Lennar Homes of Texas Land and Construction, Ltd., and submitted to the City and approved by the City Representative, specifying the amount of work performed and the Actual Costs thereof, and requesting payment for such Actual Costs from money on deposit in accounts of the Project Fund as further described in the Financing Agreement and Section 6.5 herein.

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

“*City Certificate*” means a certificate signed by the City Representative and delivered to the Trustee certifying that the Trustee is authorized to take the action specified in the City Certificate, and a form of City Certificate is included as *Exhibit B* to this Indenture.

“*City Council*” shall have the meaning ascribed to such term in the recitals hereof.

“*City Engineer*” means the civil engineer or firm of civil engineers selected by the City to perform the duties set forth herein and in the Financing Agreement.

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

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

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

“*Continuing Disclosure Agreements*” or “*Continuing Disclosure Agreement*” means both, or either of, the Continuing Disclosure Agreements by and between the City, the Administrator, and the Dissemination Agent with respect to the Bonds, and by and between Lennar Homes of Texas Land and Construction, Ltd., the Administrator and the Dissemination Agent, with respect to the Bonds.

“*County*” means Hays County, Texas.

“*Defeasance Securities*” means Investment Securities then authorized by applicable law for the investment of funds to defease public securities.

“*Delinquent Collection Costs*” means for an Improvement Area #1 Assessed Property, interest, penalties, and other costs and expenses authorized by the PID Act that directly or indirectly relate to the collection of delinquent Improvement Area #1 Assessments, delinquent Annual Installments, or any other delinquent amounts due under the Service and Assessment Plan, including costs and expenses to foreclose liens.

“Designated Payment/Transfer Office” means (i) with respect to the initial Paying Agent/Registrar named in this Indenture, the transfer/payment office located in Houston, Texas, or such other location designated by the Paying Agent/Registrar and (ii) with respect to any successor Paying Agent/Registrar, the office of such successor designated and located as may be agreed upon by the City and such successor.

“Developer” means Lennar Homes of Texas Land and Construction, Ltd., a Texas limited partnership, and any successor and assigns.

“Development Agreement” means the Original Development Agreement, as amended by: (i) Addendum Number One between the City, Plum Creek Development Partners, Ltd. and Mountain Plum, Ltd., (ii) Addendum Number Two between the City, Plum Creek Development Partners, Ltd. and Mountain Plum, Ltd., (iii) Addendum Number Three between the City and Benchmark Land Development, Inc., on behalf of Plum Creek Development Partners, Inc., (iv) Addendum Number Four between the City, Plum Creek Development Partners, Ltd. and Mountain Plum, Ltd., and (v) Addendum Number Five between the City and the Developer.

“Dissemination Agent” means RBC Capital Markets, LLC, and its successors.

“District” shall have the meaning set forth in the first recital.

“DTC” means The Depository Trust Company of New York, New York, or any successor securities depository.

“DTC Participant” means brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations on whose behalf DTC was created to hold securities to facilitate the clearance and settlement of securities transactions.

“Event of Default” shall have the meaning, with respect to this Indenture, set forth in Section 11.1 hereof.

“Excess Additional Interest Reserve Amount” shall have the meaning set forth in Section 6.7(e) hereof.

“Financing Agreement” means the *“Plum Creek North Public Improvement District Financing and Reimbursement Agreement”* between the City and the Developer, dated as of November 16, 2021, and as amended on March 22, 2022, which provides, in part, for the deposit of proceeds from the issuance and sale of the Bonds and the Major Improvement Area Bonds and the payment of Actual Costs of Authorized Improvements within the District, the issuance of bonds, the reimbursement of Actual Costs to the Developer from the proceeds of the Bonds and the Major Improvement Area Bonds for funds advanced by the Developer and used to pay Actual Costs of Authorized Improvements and other matters related thereto.

“Foreclosure Proceeds” means the proceeds, including interest and penalty interest, received by the City from the enforcement of the Improvement Area #1 Assessments against any Improvement Area #1 Assessed Property or Improvement Area #1 Assessed Properties, whether by foreclosure of lien or otherwise, but excluding and net of all Delinquent Collection Costs.

“Fund” means any of the funds established pursuant to Section 6.1 of this Indenture.

“IA#1 Costs of Issuance Account” means the Account established pursuant to Section 6.1 hereof.

“IA#1 Improvements Account” means the Account of such name established pursuant to Section 6.1 hereof.

“IA#1 Major Improvements Account” means the Account of such name established pursuant to Section 6.1 hereof.

“IA#1 Project Collection Fund” means that Fund established by Section 6.1.

“Improvement Area #1” means the area to be developed within the District, that is described by metes and bounds in Exhibit A-2 of the Service and Assessment Plan and generally depicted on the map in Exhibit B-2 to the Service and Assessment Plan.

“Improvement Area #1 Assessed Property” means each respective Parcel of land located within Improvement Area #1 of the District, other than Non-Benefited Property, against which an Improvement Area #1 Assessment is levied by the Assessment Ordinance in accordance with the Service and Assessment Plan.

“Improvement Area #1 Assessment(s)” means the aggregate assessments shown on the Improvement Area #1 Assessment Roll. The singular of such term means the assessment levied against an Improvement Area #1 Assessed Property, as shown on the Improvement Area #1 Assessment Roll, subject to reallocation upon the subdivision of an Improvement Area #1 Assessed Property or reduction according to the provisions of the Service and Assessment Plan and the PID Act.

“Improvement Area #1 Assessment Revenue” means monies collected by or on behalf of the City from any one or more of the following: (i) an Improvement Area #1 Assessment levied against an Improvement Area #1 Assessed Property, or Annual Installment payment thereof, including any interest on such Improvement Area #1 Assessment or Annual Installment thereof during any period of delinquency, (ii) a Prepayment, and (iii) Foreclosure Proceeds.

“Improvement Area #1 Assessment Roll” means the Assessment Roll attached as Exhibit F to the Service and Assessment Plan or any other Assessment Roll in an amendment or supplement to the Service and Assessment Plan or in an Annual Service Plan Update, showing the total amount of the Improvement Area #1 Assessment against each Improvement Area #1 Assessed Property related to the Bonds and the Improvement Area #1 Projects, as updated, modified, or amended from time to time in accordance with the terms of the Service and Assessment Plan and the PID Act.

“Improvement Area #1 Improvements” mean those Authorized Improvements that only benefit Improvement Area #1, more specifically described in Section III.B of the Service and Assessment Plan, and which are to be financed with the proceeds of the Bonds.

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

“Indenture” means this Indenture of Trust as originally executed or as it may be from time to time supplemented or amended by one or more indentures supplemental hereto and entered into pursuant to the applicable provisions hereof.

“Independent Financial Consultant” means any consultant or firm of such consultants appointed by the City who, or each of whom: (i) is judged by the City, as the case may be, to have experience in matters relating to the issuance and/or administration of the Bonds; (ii) is in fact independent and not under the domination of the City; (iii) does not have any substantial interest, direct or indirect, with or in the City, or any owner of real property in the District, or any real property in the District; and (iv) is not connected with the City as an officer or employee of the City or related by consanguinity or affinity to any such officer or employee, but who may be regularly retained to make reports to the City.

“Initial Bond” means the Initial Bond as set forth in *Exhibit A* to this Indenture.

“Interest Payment Date” means the date or dates upon which interest on the Bonds is scheduled to be paid until their respective dates of maturity or prior redemption, such dates being on March 1 and September 1 of each year, commencing September 1, 2022.

“Investment Grade Rating” means a rating on the Bonds, assigned by a Rating Agency in one of such Rating Agency's four highest categories for long-term debt instruments (without regard for gradation within a rating category and without regard for credit enhancement unless such credit enhancement extends through the final maturity date of the Bonds) or otherwise designated as investment grade by a Rating Agency.

“Investment Securities” means those authorized investments described in the Public Funds Investment Act, Texas Government Code, Chapter 2256, as amended; and that at the time made are included in and authorized by the City’s official investment policy as approved by the City Council from time to time.

“Major Improvement Area” means the area in the District to be developed that is described by metes and bounds in Exhibit A-3 of the Service and Assessment Plan and generally depicted on the map in Exhibit B-3 to the Service and Assessment Plan.

“Major Improvement Area Assessed Property” means each respective Parcel of land located within Major Improvement Area of the District, other than Non-Benefited Property, against which a Major Improvement Area Assessment is levied by the Assessment Ordinance in accordance with the Service and Assessment Plan.

“Major Improvement Area Assessments” means the Assessments levied on the Major Improvement Area.

“Major Improvement Area Bond Indenture” means the Indenture of Trust dated as of March 15, 2022, between the City and BOKF, NA, securing the Major Improvement Area Bonds.

“Major Improvement Area Bonds” means those certain “City of Kyle, Texas, Special Assessment Revenue Bonds, Series 2022 (Plum Creek North Public Improvement District Major Improvement Area Project) that are secured by actual revenues received by or on behalf of the City from the collection of the Major Improvement Area Assessments.

“Major Improvements” means the improvements that benefit the entire District and are allocated pro rata to Improvement Area #1 and the Major Improvement Area based on estimated buildout value and are more specifically described in Section III.A of the Service and Assessment Plan, and which are to be financed with the Bonds and the Major Improvement Area Bonds.

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

“Non-Benefitted Property” means Parcels within the boundaries of the District that accrue no special benefit from the Authorized Improvements. Property is identified as Non-Benefitted Property at the time the Improvement Area #1 Assessments and Major Improvement Area Assessments (1) are imposed or (2) are reallocated pursuant to a subdivision of a Parcel that is not assessed.

“Original Development Agreement” means the agreement titled “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.

“Original Service and Assessment Plan” means the Plum Creek North Public Improvement District Service and Assessment Plan, passed and approved by City Council on November 16, 2021, by Ordinance No. 1174.

“Outstanding” means, as of any particular date when used with reference to Bonds, all Bonds authenticated and delivered under this Indenture except (i) any Bond that has been canceled by the Trustee (or has been delivered to the Trustee for cancellation) at or before such date, (ii) any Bond for which the payment of the principal or Redemption Price of and interest on such Bond shall have been made as provided in Article IV, and (iii) any Bond in lieu of or in substitution for which a new Bond shall have been authenticated and delivered pursuant to Section 3.11 herein.

“Owner” or “Holder” means the Person who is the registered owner of a Bond or Bonds, as shown in the Register, which shall be Cede & Co., as nominee for DTC, so long as the Bonds are in book-entry only form and held by DTC as securities depository in accordance with Section 3.13 herein.

“Parcel” means a property 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, by lot and block number in a final subdivision plat recorded in the official public records of Hays County, or by any other means determined by the City.

“Paying Agent/Registrar” means initially the Trustee, or any successor thereto as provided in this Indenture.

“*Person*” or “*Persons*” means any individual, corporation, partnership, limited liability company, joint venture, association, joint-stock company, trust, unincorporated organization or government or any agency or political subdivision thereof.

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

“*Pledged Funds*” means the Pledged Revenue Fund, the Bond Fund, the Project Fund, the Reserve Fund, and the Redemption Fund.

“*Pledged Revenue Fund*” means that fund established pursuant to Section 6.1 hereof and administered pursuant to Section 6.3 herein.

“*Pledged Revenues*” means the sum of (i) Improvement Area #1 Assessment Revenue (other than Annual Collection Costs and Delinquent Collection Costs); (ii) the moneys held in any of the Pledged Funds; and (iii) any additional revenues that the City may pledge to the payment of Bonds.

“*Prepayment*” means the payment of all or a portion of an Improvement Area #1 Assessment, with interest that has accrued to the date of prepayment before the due date thereof. Amounts received at the time of a Prepayment which represent a payment of principal, interest, or penalties on a delinquent installment of an Improvement Area #1 Assessment are not to be considered a Prepayment, but rather are to be treated as the payment of the regularly scheduled Improvement Area #1 Assessment.

“*Principal and Interest Account*” means the Account of such name established pursuant to Section 6.1 hereof.

“*Project Fund*” means that fund established pursuant to Section 6.1 and administered pursuant to Section 6.5 herein.

“*Purchaser*” means, with respect to the Bonds, the initial underwriter of such Bonds.

“*Quarter in Interest*” means as of any particular date of calculation, the Owners of no less than twenty-five percent (25%) of the principal amount of the then Outstanding Bonds. In the event that two or more groups of Owners satisfy the percentage requirement set forth in the immediately preceding sentence and act (or direct the Trustee in writing to act) in a conflicting manner, only the group of Owners with the greatest percentage of Outstanding Bonds (as measured in accordance with the immediately preceding sentence) shall, to the extent of such conflict, be deemed to satisfy such requirement.

“*Rating Agency*” means each of Moody's Investors Service, Inc., S&P Global Ratings, Fitch Ratings Inc., Kroll Bond Rating Agency, Inc., and any other nationally recognized statistical rating organization recognized as such by the SEC.

“*Rebate Amount*” has the meaning ascribed to such term in section 1.148-1(b) of the Regulations.

“*Rebate Fund*” means that fund established pursuant to Section 6.1 and administered pursuant to Section 6.8 herein.

“*Record Date*” means the close of business on the fifteenth day (whether or not a Business Day) of the month next preceding an Interest Payment Date.

“*Redemption Fund*” means that fund established pursuant to Section 6.1 and administered pursuant to Section 6.6 herein.

“*Redemption Price*” means 100% of the principal amount of such Bonds, or portions thereof, to be redeemed plus accrued interest to the date of redemption.

“*Refunding Bonds*” means bonds issued pursuant to the PID Act and/or Chapter 1207 of the Texas Government Code or any other applicable law of the State of Texas (each as amended) to refund all or any portion of the then Outstanding Bonds.

“*Register*” means the register specified in Article III of this Indenture.

“*Regulations*” shall have the meaning set forth in Section 7.5(a) hereof.

“*Reserve Account*” means the Account of such name established pursuant to Section 6.1 hereof.

“*Reserve Account Requirement*” means the least of: (i) Maximum Annual Debt Service on the Bonds as of the Closing Date therefor, (ii) 125% of average Annual Debt Service on the Bonds as of the Closing Date therefor, or (iii) 10% of the lesser of the par amount of the Outstanding Bonds or the original issue price of the Bonds. As of the Closing Date for the Bonds, the Reserve Account Requirement is \$_____, which is an amount equal to Maximum Annual Debt Service on the Bonds as of the Closing Date therefor.

“*Reserve Fund*” means that fund established pursuant to Section 6.1 and administered in Section 6.7 herein.

“*SEC*” means the United States Securities and Exchange Commission.

“*Service and Assessment Plan*” means the Original Service and Assessment Plan as amended and restated on March 22, 2022, by Ordinance No. _____, as same may be further amended, updated, supplemented or other modified from time to time.

“*Sinking Fund Installment*” means the amount of money to redeem or pay at maturity the principal of Bonds payable from such installments at the times and in the amounts provided in Section 4.2 herein.

“*Stated Maturity*” means the date the Bonds are scheduled to mature without regard to any redemption or prepayment.

“*Supplemental Indenture*” means an indenture which has been duly executed by the Trustee and the City Representative pursuant to an ordinance adopted by the City Council and which

indenture amends or supplements this Indenture, but only if and to the extent that such indenture is specifically authorized hereunder.

“*Tax Certificate*” means the Certificate as to Tax Exemption delivered by the City on the Closing Date for the Bonds setting forth the facts, estimates and circumstances in existence on the Closing Date for the Bonds which establish that it is not expected that the proceeds of the Bonds will be used in a manner that would cause the interest on such Bonds to be included in the gross income of the Owners thereof for Federal income tax purposes.

“*Trust Estate*” means the Trust Estate described in the granting clauses of this Indenture.

“*Trustee*” means BOKF, NA, Houston, Texas, a national banking association duly organized and validly existing under the laws of the United States of America, solely in its capacity as Trustee hereunder and its successors, and any other corporation or association that may at any time be substituted in its place, as provided in Article IX, such entity to serve as Trustee and Paying Agent/Registrar for the Bonds.

Section 1.2. Findings.

The declarations, determinations and findings declared, made and found in the preamble to this Indenture are hereby adopted, restated and made a part of the operative provisions hereof.

Section 1.3. Table of Contents, Titles and Headings.

The table of contents, titles, and headings of the Articles and Sections of this Indenture have been inserted for convenience of reference only and are not to be considered a part hereof and shall not in any way modify or restrict any of the terms or provisions hereof and shall never be considered or given any effect in construing this Indenture or any provision hereof or in ascertaining intent, if any question of intent should arise.

Section 1.4. Interpretation.

(a) Unless the context requires otherwise, words of the masculine gender shall be construed to include correlative words of the feminine and neuter genders and vice versa, and words of the singular number shall be construed to include correlative words of the plural number and vice versa.

(b) Words importing persons include any legal person, including any individual, corporation, limited liability company, partnership, joint venture, association, joint stock company, trust, unincorporated organization and government or agency or political subdivision thereof.

(c) Any reference to a particular Article or Section shall be to such Article or Section of this Indenture unless the context shall require otherwise.

(d) This Indenture and all the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein to sustain the validity of this Indenture.

ARTICLE II THE BONDS

Section 2.1. Security for the Bonds.

The Bonds, as to both principal and interest, are and shall be equally and ratably secured by and payable from a first lien on and pledge of the Trust Estate.

The lien on and pledge of the Trust Estate shall be valid and binding and fully perfected from and after the Closing Date, without physical delivery or transfer of control of the Trust Estate, the filing of this Indenture or any other act; all as provided in Texas Government Code, Chapter 1208, as amended, which applies to the issuance of the Bonds and the pledge of the Trust Estate granted by the City under this Indenture, and such pledge is therefore valid, effective and perfected. If Texas law is amended at any time while the Bonds are Outstanding such that the pledge of the Trust Estate granted by the City under this Indenture is to be subject to the filing requirements of Texas Business and Commerce Code, Chapter 9, as amended, then in order to preserve to the Owners of the Bonds the perfection of the security interest in said pledge, the City agrees to take such measures as it determines are reasonable and necessary under Texas law to comply with the applicable provisions of Texas Business and Commerce Code, Chapter 9, as amended, and enable a filing to perfect the security interest in said pledge to occur.

Section 2.2. Limited Obligations.

The Bonds are special and limited obligations of the City, payable solely from and secured solely by the Trust Estate, including the Pledged Revenues and the Pledged Funds; and the Bonds shall never be payable out of funds raised or to be raised by taxation or from any other revenues, properties, or income of the City.

Section 2.3. Authorization for Indenture.

The terms and provisions of this Indenture and the execution and delivery hereof by the City to the Trustee have been duly authorized by official action of the City Council of the City. The City has ascertained, and it is hereby determined and declared that the execution and delivery of this Indenture is necessary to carry out and effectuate the purposes set forth in the preambles of this Indenture and that each and every covenant or agreement herein contained and made is necessary, useful or convenient in order to better secure the Bonds and is a contract or agreement necessary, useful and convenient to carry out and effectuate the purposes herein described.

Section 2.4. Contract with Owners and Trustee.

(a) The purposes of this Indenture are to establish a lien and the security for, and to prescribe the minimum standards for the authorization, issuance, execution, and delivery of, the Bonds and to prescribe the rights of the Owners, and the rights and duties of the City and the Trustee.

(b) In consideration of the purchase and acceptance of any or all of the Bonds by those who shall purchase and hold the same from time to time, the provisions of this Indenture shall be

a part of the contract of the City with the Owners and shall be deemed to be and shall constitute a contract among the City, the Owners, and the Trustee.

ARTICLE III
AUTHORIZATION; GENERAL TERMS AND PROVISIONS REGARDING THE BONDS

Section 3.1. Authorization.

The Bonds are hereby authorized to be issued and delivered in accordance with the Constitution and general laws of the State of Texas, including particularly the PID Act, as amended. The Bonds shall be issued in the aggregate principal amount of \$_____,000 for the purposes of (i) paying a portion of the Actual Costs of the Improvement Area #1 Projects, (ii) paying capitalized interest on the Bonds during and after the period of acquisition and construction of the Improvement Area #1 Projects, (iii) funding a reserve account for payment of principal and interest on the Bonds, (iv) paying a portion of the Actual Costs incidental to the organization and administration of the District, and (v) paying costs of issuance of the Bonds.

Section 3.2. Date, Denomination, Maturities, Numbers and Interest.

(a) The Bonds shall be dated April 14, 2022 (the “*Bond Date*”) and shall be issued in Authorized Denominations. Upon the receipt of an Investment Grade Rating on the Bonds, the City shall promptly notify the Dissemination Agent in writing of such rating change and shall provide written direction to the Dissemination Agent to file a notice of such occurrence with the Municipal Securities Rulemaking Board and to forward such notice to the Paying Agent/Registrar and to the Trustee. The Dissemination Agent shall file such notice and forward the same to the Paying Agent/Registrar and to the Trustee immediately following the day on which it receives written notice of such occurrence from the City. Any such notice is required to be filed within ten (10) Business Days of the occurrence of the receipt of the Investment Grade Rating. Upon receipt by the Paying Agent/Registrar of written evidence that the Bonds have received an Investment Grade Rating, beneficial ownership in the Bonds may be acquired in principal denominations of \$1,000 or any integral multiple thereof, notwithstanding any subsequent downgrade, suspension, or withdrawal of such rating. The Bonds shall be in fully registered form, without coupons, and shall be numbered separately from R-1 upward, except the Initial Bond, which shall be numbered T-1.

(b) Interest shall accrue and be paid on each Bond from the later of the date of initial delivery of the Bonds or the most recent Interest Payment Date to which interest has been paid or provided for, at the rate per annum set forth below until the principal thereof has been paid on the maturity date specified below or otherwise provided for. Such interest shall be payable semiannually on March 1 and September 1 of each year, commencing September 1, 2022 computed on the basis of a 360-day year of twelve 30-day months.

(c) The Bonds shall mature on September 1 in the years and in the principal amounts and shall bear interest as set forth below:

<u>Year</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
20__	\$____,000	____%

20__	\$ ___,000	___%
20__	\$ ___,000	___%
20__	\$ ___,000	___%

(d) The Bonds shall be subject to mandatory sinking fund redemption, optional redemption, and extraordinary optional redemption prior to maturity as provided in Article IV herein, and shall otherwise have the terms, tenor, denominations, details, and specifications as set forth in the form of Bond set forth in *Exhibit A* to this Indenture.

Section 3.3. Conditions Precedent to Delivery of Bonds.

(a) The Bonds shall be executed by the City and delivered to the Trustee, whereupon the Trustee shall authenticate the Bonds and, upon payment of the purchase price of the Bonds, shall deliver the Bonds upon the order of the City, but only upon delivery to the Trustee of:

- (1) a certified copy of the Assessment Ordinance;
- (2) a certified copy of the Bond Ordinance;
- (3) a copy of the executed Financing Agreement;
- (4) a copy of this Indenture executed by the Trustee and the City;
- (5) a City Certificate directing the authentication and delivery of the Bonds, describing the Bonds to be authenticated and delivered, designating the purchasers to whom the Bonds are to be delivered, stating the purchase price of the Bonds and stating that all items required by this Section are therewith delivered to the Trustee in form and substance satisfactory to the City;
- (6) a copy of each of the executed Continuing Disclosure Agreements;
- (7) a copy of the executed opinion of Bond Counsel; and
- (8) the approving opinion of the Attorney General of the State and the State Comptroller's registration certificate.

(b) Each series of Refunding Bonds shall be executed by the City and delivered to the Trustee, whereupon the Trustee shall authenticate such Refunding Bonds and, upon payment of the purchase price of such series of Refunding Bonds, shall deliver such series of Refunding Bonds upon the order of the City, but only upon delivery to the Trustee of:

- (1) the items described in Section 3.3(a)(1), (3), (5), and (6) above;
- (2) a certified copy of the ordinance of the City Council authorizing the issuance of such series of Refunding Bonds and all actions necessary therefor;
- (3) an original executed counterpart of the Supplemental Indenture for such series of Refunding Bonds that establishes, among other things, the date, rate or rates of

interest on, interest payment dates, maturity dates, redemption and all other terms and provisions of such Refunding Bonds, which such terms shall include a deposit into the Reserve Account of an amount equal to the Reserve Account Requirement taking into account the then Outstanding Bonds and the Refunding Bonds then proposed to be issued;

(4) a copy of the opinion of Bond Counsel required by Section 10.1 hereof;

(5) a City Certificate, including the requisite information as set forth in Section 3.3(a)(5) above, to the effect that the issuance of such series of Refunding Bonds complies with the requirements contained herein and in each Supplemental Indenture;

(6) the City Representative shall certify to the Trustee in writing that the City is not in default in the performance and observance of any of the terms, provisions, and conditions applicable to the City contained herein or in any Supplemental Indenture;

(7) a certification to the effect that the principal (including sinking fund installments) of such Refunding Bonds is scheduled to mature on September 1 of the years in which principal is scheduled to mature; and

(8) a certification to the effect that the interest on such Refunding Bonds is scheduled to be paid on March 1 and September 1 of the years in which interest is scheduled to be paid.

Section 3.4. Medium, Method and Place of Payment.

(a) Principal of and interest on the Bonds shall be paid in lawful money of the United States of America, as provided in this Section.

(b) Interest on the Bonds shall be payable to the Owners thereof as shown in the Register at the close of business on the relevant Record Date; provided, however, that in the event of nonpayment of interest on a scheduled Interest Payment Date, that continues for thirty (30) days or more thereafter, a new record date for such interest payment (a "*Special Record Date*") will be established by the Trustee, if and when funds for the payment of such interest have been received from the City. Notice of the Special Record Date and of the scheduled payment date of the past due interest (the "*Special Payment Date*," which shall be fifteen (15) days after the Special Record Date) shall be sent at least five (5) Business Days prior to the Special Record Date by United States mail, first class postage prepaid, to the address of each Owner of a Bond appearing on the books of the Trustee at the close of business on the last Business Day preceding the date of mailing such notice.

(c) Interest on the Bonds shall be paid by check, dated as of the Interest Payment Date, and sent, first class United States mail, postage prepaid, by the Paying Agent/Registrar to each Owner at the address of each as such appears in the Register or by such other customary banking arrangement acceptable to the Paying Agent/Registrar and the Owner; provided, however, the Owner shall bear all risk and expense of such other banking arrangement.

(d) The principal of each Bond shall be paid to the Owner of such Bond on the due date thereof, whether at the maturity date or the date of prior redemption thereof, upon presentation and

surrender of such Bond at the Designated Payment/Transfer Office of the Paying Agent/Registrar. If any Bond is not presented for payment when the principal thereof becomes due, either at maturity or otherwise, or at the date fixed for redemption thereof, if funds sufficient to pay such Bond shall have been made available to the Trustee, all liability of the City to the Owner thereof for the payment of such Bond shall forthwith cease, determine and be completely discharged, and thereupon it shall be the duty of the Trustee to hold such fund or funds, without liability for interest thereon, for the benefit of the Owner of such Bond who shall thereafter be restricted exclusively to such fund or funds for any claim of whatever nature on his part under this Indenture, or with respect to, said Bond. If any Bond shall not be presented for payment within one year following the date when such Bond becomes due, whether by maturity or otherwise, the Trustee shall return to the City such funds theretofore held by it for payment of such Bonds. Thereafter, the registered Owner of that Bond shall look only to the City for payment and then only to amounts so received by the City. The obligations of the Trustee under this Section shall be subject, however, to any law applicable to the unclaimed funds or the Trustee providing other requirements for the disposition of unclaimed property.

(e) In any case where the date of the maturity of interest or of principal (and premium, if any) of the Bonds or the date fixed for redemption of any Bonds or the date any action is to be taken pursuant to this Indenture is not a Business Day, the payment of interest or principal (and premium, if any) or the action need not be made on such date but may be made on the next succeeding Business Day with the same force and effect as if made on the date required and no interest shall accrue for the period from and after such date.

(f) Unclaimed payments of amounts due hereunder shall be segregated in a special account and held in trust, uninvested by the Paying Agent/Registrar, for the account of the Owner of the Bonds to which such unclaimed payments pertain. Subject to any escheat, abandoned property, or similar law of the State of Texas, any such payments remaining unclaimed by the Owners entitled thereto for two (2) years after the applicable payment or redemption date shall be applied to the next payment or payments on such Bonds thereafter coming due and, to the extent any such money remains after the retirement of all Outstanding Bonds, shall be paid to the City to be used for any lawful purpose. Thereafter, none of the City, the Paying Agent/Registrar, or any other Person shall be liable or responsible to any holders of such Bonds for any further payment of such unclaimed moneys or on account of any such Bonds, subject to any applicable escheat law or similar law of the State of Texas, including the provisions of Title 6 of the Texas Property Code, as amended.

Section 3.5. Execution and Registration of Bonds.

(a) The Bonds shall be executed on behalf of the City by the Mayor or Mayor Pro Tem of the City and the City Secretary, by their manual or facsimile signatures, and the official seal of the City shall be impressed or placed in facsimile thereon. Such facsimile signatures on the Bonds shall have the same effect as if each of the Bonds had been signed manually and in person by each of said officers, and such facsimile seal on the Bonds shall have the same effect as if the official seal of the City had been manually impressed upon each of the Bonds.

(b) In the event that any officer of the City whose manual or facsimile signature appears on the Bonds ceases to be such officer before the authentication of such Bonds or before

the delivery thereof, such manual or facsimile signature nevertheless shall be valid and sufficient for all purposes as if such officer had remained in such office.

(c) Except as provided below, no Bond shall be valid or obligatory for any purpose or be entitled to any security or benefit of this Indenture unless and until there appears thereon the Certificate of Trustee substantially in the form provided herein, duly authenticated by manual execution by an officer or duly authorized signatory of the Trustee. It shall not be required that the same officer or authorized signatory of the Trustee sign the Certificate of Trustee on all of the Bonds. In lieu of the executed Certificate of Trustee described above, each Initial Bond delivered at the Closing Date shall have attached thereto the Comptroller's Registration Certificate substantially in the form provided herein, manually executed by the Comptroller of Public Accounts of the State of Texas, or by his duly authorized agent, which certificate shall be evidence that each Initial Bond has been duly approved by the Attorney General of the State of Texas, is a valid and binding obligation of the City, and has been registered by the Comptroller of Public Accounts of the State of Texas, including the provisions of Title 6 of the Texas Property Code, as amended.

(d) On each Closing Date, one Initial Bond representing the entire principal amount of all of the Bonds, payable in stated installments to the Purchaser, or its designee, executed with the manual or facsimile signatures of the Mayor or Mayor Pro Tem of the City and the City Secretary, approved by the Attorney General, and registered and manually signed by the Comptroller of Public Accounts, will be delivered to the Purchaser or its designee. Upon payment for such Initial Bond, the Trustee shall cancel the Initial Bond and, upon City Certificate, deliver to DTC on behalf of the Purchaser one registered definitive Bond for each year of maturity of the Bonds, in the aggregate principal amount of all Bonds for such maturity, registered in the name of Cede & Co., as nominee of DTC.

Section 3.6. Refunding Bonds.

(a) Except in accordance with the provisions of this Indenture, including Section 13.2, the City shall not issue additional bonds, notes or other obligations payable from any portion of the Trust Estate, other than Refunding Bonds. The City reserves the right to issue Refunding Bonds, the proceeds of which would be utilized to refund all or any portion of the Outstanding Bonds or Outstanding Refunding Bonds and to pay all costs incident to the Refunding Bonds, as authorized by the laws of the State of Texas. Except as limited by the terms of this Indenture, including Section 13.2, the City reserves the right to incur debt payable solely from sources other than the Trust Estate, including revenue derived from contracts with other entities, including private corporations, municipalities and political subdivisions issued particularly for the purchase, construction, improvement, extension, replacement, enlargement, or repair of the facilities needed in performing any such contract.

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

(c) Upon their authorization by the City, the Refunding Bonds of a series issued under this Section 3.6 shall be issued and shall be delivered to the purchasers or owners thereof, but before, or concurrently with, the delivery of said Refunding Bonds to such purchasers or owners there shall have been filed with the Trustee the items required by Section 3.3(b) above.

Section 3.7. Ownership.

(a) The City, the Trustee, the Paying Agent/Registrar and any other Person may treat the Person in whose name any Bond is registered as the absolute owner of such Bond for the purpose of making and receiving payment as provided herein (except interest shall be paid to the Person in whose name such Bond is registered on the relevant Record Date) and for all other purposes, whether or not such Bond is overdue, and neither the City nor the Trustee, nor the Paying Agent/Registrar, shall be bound by any notice or knowledge to the contrary.

(b) All payments made to the Owner of any Bond shall be valid and effectual and shall discharge the liability of the City, the Trustee and the Paying Agent/Registrar upon such Bond to the extent of the sums paid.

Section 3.8. Registration, Transfer and Exchange.

(a) So long as any Bond remains Outstanding, the City shall cause the Paying Agent/Registrar to keep at the Designated Payment/Transfer Office a Register in which, subject to such reasonable regulations as it may prescribe, the Paying Agent/Registrar shall provide for the registration and transfer of Bonds in accordance with this Indenture. The Paying Agent/Registrar represents and warrants that it will maintain a copy of the Register, and, upon written request from the City, file with the City, and shall cause the Register to be current with all registration and transfer information as from time to time may be applicable.

(b) A Bond shall be transferable only upon the presentation and surrender thereof at the Designated Payment/Transfer Office of the Paying Agent/Registrar with such endorsement or other evidence of transfer as is acceptable to the Paying Agent/Registrar. No transfer of any Bond shall be effective until entered in the Register.

(c) The Bonds shall be exchangeable upon the presentation and surrender thereof at the Designated Payment/Transfer Office of the Paying Agent/Registrar for a Bond or Bonds of the same maturity and interest rate and in any Authorized Denomination and in an aggregate principal amount equal to the unpaid principal amount of the Bond presented for exchange. The Trustee is hereby authorized to authenticate and deliver Bonds exchanged for other Bonds in accordance with this Section.

(d) The Trustee is hereby authorized to authenticate and deliver Bonds transferred or exchanged in accordance with this Section. A new Bond or Bonds will be delivered by the Paying Agent/Registrar, in lieu of the Bond being transferred or exchanged, at the Designated Payment/Transfer Office, or sent by United States mail, first class, postage prepaid, to the Owner or his designee. Each transferred Bond delivered by the Paying Agent/Registrar in accordance with this Section shall constitute an original contractual obligation of the City and shall be entitled to the benefits and security of this Indenture to the same extent as the Bond or Bonds in lieu of which such transferred Bond is delivered.

(e) Each exchange Bond delivered in accordance with this Section shall constitute an original contractual obligation of the City and shall be entitled to the benefits and security of this Indenture to the same extent as the Bond or Bonds in lieu of which such exchange Bond is delivered.

(f) No service charge shall be made to the Owner for the initial registration, subsequent transfer, or exchange for a different Authorized Denomination of any of the Bonds. The Paying Agent/Registrar, however, may require the Owner to pay a sum sufficient to cover any tax or other governmental charge that is authorized to be imposed in connection with the registration, transfer, or exchange of a Bond.

(g) Neither the City nor the Paying Agent/Registrar shall be required to issue, transfer, or exchange any Bond or portion thereof called for redemption prior to maturity within 45 days prior to the date fixed for redemption; provided, however, such limitation shall not be applicable to an exchange by the Owner of the uncalled principal balance of a Bond.

(h) Following the delivery and registration of the Initial Bond and pending the preparation of definitive Bonds, the proper officers of the City may execute and, upon the City's request, the Trustee shall authenticate and deliver, one or more temporary Bonds that are printed, lithographed, typewritten, mimeographed or otherwise produced, in any denomination, substantially of the tenor of the definitive Bonds in lieu of which they are delivered, without coupons, and with such appropriate insertions, omissions, substitutions and other variations as the officers of the City executing such temporary Bonds may determine, as evidenced by their signing of such temporary Bonds.

Section 3.9. Cancellation.

All Bonds paid or redeemed before scheduled maturity in accordance with this Indenture, and all Bonds in lieu of which exchange Bonds or replacement Bonds are authenticated and delivered in accordance with this Indenture, shall be cancelled, and proper records shall be made regarding such payment, redemption, exchange, or replacement. The Paying Agent/Registrar shall dispose of cancelled Bonds in accordance with the records retention requirements of the Trustee.

Section 3.10. Temporary Bonds

(a) Until exchanged for Bonds in definitive form, such Bonds in temporary form shall be entitled to the benefit and security of this Indenture.

(b) The City, without unreasonable delay, shall prepare, execute and deliver to the Trustee the Bonds in definitive form; thereupon, upon the presentation and surrender of the Bond or Bonds in temporary form to the Paying Agent/Registrar, the Paying Agent/Registrar shall cancel the Bonds in temporary form and the Trustee shall authenticate and deliver in exchange therefor a Bond or Bonds of the same maturity and series, in definitive form, in the Authorized Denomination, and in the same aggregate principal amount, as the Bond or Bonds in temporary form surrendered. Such exchange shall be made without the making of any charge therefor to any Owner.

Section 3.11. Replacement Bonds.

(a) Upon the presentation and surrender to the Paying Agent/Registrar of a mutilated Bond, the Trustee shall authenticate and deliver in exchange therefor a replacement Bond of like tenor and principal amount, bearing a number not contemporaneously outstanding. The City or the Paying Agent/Registrar may require the Owner of such Bond to pay a sum sufficient to cover any tax or other governmental charge that is authorized to be imposed in connection therewith and any other expenses connected therewith.

(b) In the event that any Bond is lost, apparently destroyed or wrongfully taken, the City shall issue and the Trustee, pursuant to the applicable laws of the State of Texas and in the absence of notice or knowledge that such Bond has been acquired by a bona fide purchaser, shall authenticate and deliver a replacement Bond of like tenor and principal amount bearing a number not contemporaneously outstanding, provided that the Owner first complies with the following requirements:

(i) furnishes to the Paying Agent/Registrar satisfactory evidence of his or her ownership of and the circumstances of the loss, destruction, or theft of such Bond;

(ii) furnishes such security or indemnity as may be required by the Paying Agent/Registrar and the Trustee to save them and the City harmless;

(iii) pays all expenses and charges in connection therewith, including, but not limited to, printing costs, legal fees, fees of the Trustee and the Paying Agent/Registrar and any tax or other governmental charge that is authorized to be imposed; and

(iv) satisfies any other reasonable requirements imposed by the City and the Trustee.

(c) After the delivery of such replacement Bond, if a bona fide purchaser of the original Bond in lieu of which such replacement Bond was issued presents for payment such original Bond, the City and the Paying Agent/Registrar shall be entitled to recover such replacement Bond from the Person to whom it was delivered or any Person taking therefrom, except a bona fide purchaser, and shall be entitled to recover upon the security or indemnity provided therefor to the extent of any loss, damage, cost, or expense incurred by the City, the Paying Agent/Registrar or the Trustee in connection therewith.

(d) In the event that any such mutilated, lost, apparently destroyed or wrongfully taken Bond has become or is about to become due and payable, the Paying Agent/Registrar, in its discretion, instead of issuing a replacement Bond, may pay such Bond if it has become due and payable or may pay such Bond when it becomes due and payable.

(e) Each replacement Bond delivered in accordance with this Section shall constitute an original additional contractual obligation of the City and shall be entitled to the benefits and security of this Indenture to the same extent as the Bond or Bonds in lieu of which such replacement Bond is delivered.

Section 3.12. Book-Entry Only System.

The Bonds shall initially be issued in book-entry-only form and shall be deposited with DTC, which is hereby appointed to act as the securities depository therefor, in accordance with the letter of representations from the City to DTC. On the Closing Date, the definitive Bonds shall be issued in the form of a single typewritten certificate for each maturity thereof registered in the name of Cede & Co., as nominee for DTC.

With respect to Bonds registered in the name of Cede & Co., as nominee of DTC, the City and the Paying Agent/Registrar shall have no responsibility or obligation to any DTC Participant or to any Person on behalf of whom such a DTC Participant holds an interest in the Bonds. Without limiting the immediately preceding sentence, the City and the Paying Agent/Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any DTC Participant or any other Person, other than an Owner, as shown on the Register, of any notice with respect to the Bonds, including any notice of redemption, or (iii) the payment to any DTC Participant or any other Person, other than an Owner, as shown in the Register of any amount with respect to principal of, premium, if any, or interest on the Bonds. Notwithstanding any other provision of this Indenture to the contrary, the City and the Paying Agent/Registrar shall be entitled to treat and consider the Person in whose name each Bond is registered in the Register as the absolute owner of such Bond for the purpose of payment of principal of, premium, if any, and interest on Bonds, for the purpose of giving notices of redemption and other matters with respect to such Bond, for the purpose of registering transfer with respect to such Bond, and for all other purposes whatsoever. The Paying Agent/Registrar shall pay all principal of, premium, if any, and interest on the Bonds only to or upon the order of the respective Owners as shown in the Register, as provided in this Indenture, and all such payments shall be valid and effective to fully satisfy and discharge the City's obligations with respect to payment of principal of, premium, if any, and interest on the Bonds to the extent of the sum or sums so paid. No Person other than an Owner, as shown in the Register, shall receive a Bond certificate evidencing the obligation of the City to make payments of amounts due pursuant to this Indenture. Upon delivery by DTC to the Paying Agent/Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions in this Indenture with respect to interest checks or drafts being mailed to the registered owner at the close of business on the relevant Record Date, the word "Cede & Co." in this Indenture shall refer to such new nominee of DTC.

Section 3.13. Successor Securities Depository: Transfer Outside Book-Entry-Only System.

In the event that the City determines that DTC is incapable of discharging its responsibilities described herein and in the letter of representations from the City to DTC, the City shall (i) appoint a successor securities depository, qualified to act as such under Section 17A of the Securities and Exchange Act of 1934, as amended, notify DTC and DTC Participants of the appointment of such successor securities depository and transfer one or more separate Bonds to such successor securities depository; or (ii) notify DTC and DTC Participants of the availability through DTC of certificated Bonds and cause the Paying Agent/Registrar to transfer one or more separate registered Bonds to DTC Participants having Bonds credited to their DTC accounts. In

such event, the Bonds shall no longer be restricted to being registered in the Register in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names Owners transferring or exchanging Bonds shall designate, in accordance with the provisions of this Indenture.

Section 3.14. Payments to Cede & Co.

Notwithstanding any other provision of this Indenture to the contrary, so long as any Bonds are registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of, premium, if any, and interest on such Bonds, and all notices with respect to such Bonds shall be made and given, respectively, in the manner provided in the blanket letter of representations from the City to DTC.

Section 3.15. Use of Book-Entry-Only System Not Required.

Notwithstanding any provision of this Indenture to the contrary, any Supplemental Indenture may provide that Refunding Bonds will not be issued in book-entry-only form and that Sections 3.12 – 3.14 of this Indenture will not apply to such Refunding Bonds.

ARTICLE IV
REDEMPTION OF BONDS BEFORE MATURITY

Section 4.1. Limitation on Redemption.

The Bonds shall be subject to redemption before their scheduled maturity only as provided in this Article IV.

Section 4.2. Mandatory Sinking Fund Redemption.

(a) The Bonds are subject to mandatory sinking fund redemption prior to their Stated Maturity and will be redeemed by the City in part at the Redemption Price from moneys available for such purpose in the Principal and Interest Account of the Bond Fund pursuant to Article VI, on the dates and in the respective Sinking Fund Installments as set forth in the following schedule:

<u>\$ Bonds Maturing September 1, 20__</u>	
<u>Redemption Date</u>	<u>Sinking Fund Installment</u>
September 1, 20__	\$ __,000
September 1, 20__	__,000
September 1, 20__	__,000
September 1, 20__*	__,000

* Stated Maturity

\$ Bonds Maturing September 1, 20

<u>Redemption Date</u>	<u>Sinking Fund Installment</u>
September 1, 20__	\$ __,000
September 1, 20__	__,000
September 1, 20__	__,000
September 1, 20__	__,000
September 1, 20__*	__,000

\$ Bonds Maturing September 1, 20

<u>Redemption Date</u>	<u>Sinking Fund Installment</u>
September 1, 20__	\$ __,000
September 1, 20__	__,000
September 1, 20__	__,000
September 1, 20__	__,000
September 1, 20__	__,000
September 1, 20__	__,000
September 1, 20__	__,000
September 1, 20__	__,000
September 1, 20__	__,000
September 1, 20__*	__,000

\$ Bonds Maturing September 1, 20

<u>Redemption Date</u>	<u>Sinking Fund Installment</u>
September 1, 20__	\$ __,000
September 1, 20__	__,000
September 1, 20__	__,000
September 1, 20__	__,000
September 1, 20__	__,000
September 1, 20__	__,000
September 1, 20__	__,000
September 1, 20__	__,000
September 1, 20__	__,000
September 1, 20__*	__,000

(b) At least 45 days prior to each mandatory sinking fund redemption date, and subject to any prior reduction authorized by subsections (c) through (d) of this Section 4.2, the Trustee

* Stated Maturity

shall select by lot, a principal amount of Bonds (in accordance with Section 4.5) of such maturity equal to the Sinking Fund Installment amount of such Bonds to be redeemed on such mandatory sinking fund redemption date, shall call such Bonds for redemption on such scheduled mandatory sinking fund redemption date, and shall give notice of such redemption, as provided in Section 4.6.

(c) The principal amount of Bonds of a Stated Maturity required to be redeemed on any mandatory sinking fund redemption date pursuant to this Section 4.2(a) shall be reduced, at the option of the City, by the principal amount of any Bonds of such maturity which, at least forty-five (45) days prior to the mandatory sinking fund redemption date, shall have been acquired by the City at a price not exceeding the principal amount of such Bonds plus accrued and unpaid interest to the date of purchase thereof, and delivered to the Trustee for cancellation.

(d) The principal amount of Bonds required to be redeemed on any mandatory sinking fund redemption date pursuant to this Section 4.2(a) shall be reduced on a pro rata basis among Sinking Fund Installments by the principal amount of any Bonds which, at least forty-five (45) days prior to the mandatory sinking fund redemption date, shall have been redeemed pursuant to the optional redemption or extraordinary optional redemption provisions hereof and not previously credited to a mandatory sinking fund redemption.

Section 4.3. Optional Redemption.

The City reserves the right and option to redeem the Bonds before their scheduled maturity dates, in whole or in part, in amounts equal to Authorized Denominations, on or after September 1, 20[], such redemption date or dates to be fixed by the City, at the Redemption Price.

Section 4.4. Extraordinary Optional Redemption.

(a) The City reserves the right and option to redeem the Bonds before their respective scheduled maturity dates, in whole or in part, on the first day of any month, at the Redemption Price from amounts on deposit in the Redemption Fund as a result of Prepayments (including related transfers to the Redemption Fund made pursuant to this Indenture). The City shall notify the Trustee in writing at least forty-five (45) days before the scheduled extraordinary optional redemption date fixed by the City, or such other time period as the Trustee and the City shall mutually agree.

Notwithstanding the foregoing, the Trustee will not be required to make an extraordinary optional redemption pursuant to this Section 4.4 unless it has at least \$1,000 available in the Redemption Fund with which to redeem the Bonds.

(b) In lieu of redeeming the Bonds with the funds described in this Section, the City may purchase the Bonds in the open market of the maturity to be redeemed at the price not in excess of that provided in Section 4.7.

Section 4.5. Partial Redemption.

(a) If less than all of the Bonds are to be redeemed pursuant to Section 4.2, 4.3, or 4.4, Bonds shall be redeemed in minimum principal amounts of \$1,000 or any integral thereof. Each

Bond shall be treated as representing the number of Bonds that is obtained by dividing the principal amount of such Bond by \$1,000. No redemption shall result in a Bond in a denomination of less than the Authorized Denomination in effect at that time; provided, however, if the amount of the Outstanding Bond is less than an Authorized Denomination after giving effect to such partial redemption, a Bond in the principal amount equal to the unredeemed portion, but not less than \$1,000, may be issued.

(b) In selecting the Bonds to be redeemed pursuant to Section 4.2, the Trustee may select Bonds in any method that results in a random selection.

(c) In selecting the Bonds to be redeemed pursuant to Section 4.3, the Trustee may rely on the directions provided in a City Certificate.

(d) If less than all of the Bonds are called for extraordinary optional redemption pursuant to Section 4.4 hereof, the Bonds or portion of a Bond, as applicable, to be redeemed shall be allocated on a pro rata basis (as nearly as practicable) among all Outstanding Bonds.

(e) Upon surrender of any Bond for redemption in part, the Trustee in accordance with Section 3.8 of this Indenture, shall authenticate and deliver and exchange the Bond or Bonds in an aggregate principal amount equal to the unredeemed portion of the Bond so surrendered, which shall be an Authorized Denomination. A new Bond representing the unredeemed balance of such Bond shall be issued to the Owner thereof, such exchange being without charge.

Section 4.6. Notice of Redemption to Owners.

(a) Upon written notification by the City to the Trustee of the exercise of any redemption, the Trustee shall give notice of any redemption of Bonds by sending notice by first class United States mail, postage prepaid, not less than 30 days before the date fixed for redemption, to the Owner of each Bond or portion thereof to be redeemed, at the address shown in the Register.

(b) The notice shall state the redemption date, the Redemption Price, the place at which the Bonds are to be surrendered for payment, and, if less than all the Bonds Outstanding are to be redeemed, and subject to Section 4.5 hereof, an identification of the Bonds or portions thereof to be redeemed, any conditions to such redemption and that on the redemption date, if all conditions, if any, to such redemption have been satisfied, such Bond shall become due and payable.

(c) Any notice given as provided in this Section shall be conclusively presumed to have been duly given, whether or not the Owner receives such notice.

(d) The City has the right to rescind any optional redemption or extraordinary optional redemption described in Section 4.3 or 4.4 by written notice to the Trustee on or prior to the date fixed for redemption. Any notice of redemption shall be cancelled and annulled if for any reason funds are not available on the date fixed for redemption for the payment in full of the Bonds then called for redemption, and such cancellation shall not constitute an Event of Default under the Indenture. Upon written notice of such rescission from the City, the Trustee shall mail notice of rescission of redemption in the same manner notice of redemption was originally provided.

(e) With respect to any optional redemption of the Bonds, unless the Trustee has received funds sufficient to pay the Redemption Price of the Bonds to be redeemed before giving of a notice of redemption, the notice may state the City may condition redemption on the receipt of such funds by the Trustee on or before the date fixed for the redemption, or on the satisfaction of any other prerequisites set forth in the notice of redemption. If a conditional notice of redemption is given and such prerequisites to the redemption and sufficient funds are not received, the notice shall be of no force and effect, the City shall not redeem the Bonds and the Trustee shall give notice, in the manner in which the notice of redemption was given, that the Bonds have not been redeemed.

Section 4.7. Purchase Price for Bonds.

Upon receipt of written notice from the City specifying the Bonds to be purchased, the Trustee shall apply moneys available for redemption to the purchase of Bonds which were otherwise to be redeemed in such order or priority and subject to such restrictions as may be prescribed in this Indenture in the manner provided in this Section. The purchase price paid by the Trustee on behalf of the City (excluding accrued and unpaid interest but including any brokerage and other charges) for any Bond purchased by the City pursuant to this Section shall not exceed the principal amount of such Bond.

Section 4.8. Payment Upon Redemption.

(a) The Trustee shall make provision for the payment of the Bonds to be redeemed on such date by setting aside and holding in trust an amount from the Redemption Fund or otherwise received by the Trustee from the City and shall use such funds solely for the purpose of paying the Redemption Price on the Bonds being redeemed.

(b) Upon presentation and surrender of any Bond called for redemption at the designated corporate trust office of the Trustee (initially, Houston, Texas) on or after the date fixed for redemption, the Trustee shall pay the Redemption Price on such Bond to the date of redemption from the moneys set aside for such purpose.

Section 4.9. Effect of Redemption.

Notice of redemption having been given as provided in Section 4.6 of this Indenture, the Bonds or portions thereof called for redemption shall become due and payable on the date fixed for redemption provided that funds for the payment of the Redemption Price of such Bonds or the principal of and interest on such Bonds, as applicable, to the date fixed for redemption are on deposit with the Trustee; thereafter, such Bonds or portions thereof shall cease to bear interest from and after the date fixed for redemption, whether or not such Bonds are presented and surrendered for payment on such date.

ARTICLE V FORM OF THE BONDS

Section 5.1. Form Generally.

(a) The Bonds, including the Registration Certificate of the Comptroller of Public Accounts of the State of Texas, the Certificate of Trustee, and the Assignment to appear on each of the Bonds, (i) shall be substantially in the form set forth in Exhibit A to this Indenture with such appropriate insertions, omissions, substitutions, and other variations as are permitted or required by this Indenture, and (ii) may have such letters, numbers, or other marks of identification (including identifying numbers and letters of the Committee on Uniform Securities Identification Procedures of the American Bankers Association) and such legends and endorsements (including any reproduction of an opinion of counsel) thereon as, consistently herewith, may be determined by the City or by the officers executing such Bonds, as evidenced by their execution thereof.

(b) Any portion of the text of any Bonds may be set forth on the reverse side thereof, with an appropriate reference thereto on the face of the Bonds.

(c) The definitive Bonds shall be typewritten, printed, lithographed, or engraved, and may be produced by any combination of these methods or produced in any other similar manner, all as determined by the officers executing such Bonds, as evidenced by their execution thereof.

(d) The Initial Bond submitted to the Attorney General of the State of Texas may be typewritten and photocopied or otherwise reproduced.

Section 5.2. CUSIP Registration.

The City may secure identification numbers through the CUSIP Service Bureau Division of S&P Global Market Intelligence on behalf of the American Bankers Association, New York, New York, and may authorize the printing of such numbers on the face of the Bonds. It is expressly provided, however, that the presence or absence of CUSIP numbers on the Bonds shall be of no significance or effect as regards the legality thereof; and, none of the City, the Trustee, or the attorneys approving said Bonds as to legality are to be held responsible for CUSIP numbers incorrectly printed on the Bonds. The Trustee may include in any redemption notice a statement to the effect that the CUSIP numbers on the Bonds have been assigned by an independent service and are included in such notice solely for the convenience of the Owners of the Bonds and that neither the City nor the Trustee shall be liable for any inaccuracies of such numbers.

Section 5.3. Legal Opinion.

The approving legal opinion of Bond Counsel may be printed on or attached to each Bond over the certification of the City Secretary of the City, which may be executed in facsimile.

Section 5.4. Statement of Insurance.

A statement relating to municipal bond insurance policy, if any, to be issued for the Bonds may be printed on or attached to each Bond.

ARTICLE VI
FUNDS AND ACCOUNTS

Section 6.1. Establishment of Funds and Accounts.

(a) Creation of Funds. The following Funds are hereby created and established under this Indenture:

- (i) Pledged Revenue Fund;
- (ii) Bond Fund;
- (iii) Project Fund;
- (iv) Redemption Fund;
- (v) Reserve Fund;
- (vi) Rebate Fund;
- (vii) Administrative Fund; and
- (viii) IA#1 Project Collection Fund.

(b) Creation of Accounts.

(i) The following Account(s) are hereby created and established under the Bond Fund:

- (A) Capitalized Interest Account; and
- (B) Principal and Interest Account.

(ii) The following Account(s) are hereby created and established under the Project Fund:

- (A) IA#1 Improvements Account;
- (B) IA#1 Major Improvements Account; and
- (C) IA#1 Costs of Issuance Account.

(iii) The following Account(s) are hereby created and established under the Reserve Fund:

- (A) Reserve Account; and
- (B) Additional Interest Reserve Account.

(c) Each Fund (and each Account and each subaccount, if any) created within such Fund shall be maintained by the Trustee separate and apart from all other funds and accounts of the City. The Pledged Funds shall constitute trust funds which shall be held in trust by the Trustee as part of the Trust Estate solely for the benefit of the Owners of the Bonds.

(d) Except as otherwise provided herein, interest earnings and profit on each respective Fund and Account established by this Indenture, including the IA#1 Project Collection Fund, shall be applied or withdrawn for the purposes of such Fund or Account as specified below.

Section 6.2. Initial Deposits to Funds and Accounts.

The proceeds from the sale of the Bonds shall be paid to the Trustee and deposited or transferred by the Trustee as follows:

- (i) to the Capitalized Interest Account of the Bond Fund: \$_____;
- (ii) to the Reserve Account of the Reserve Fund: \$_____ which is equal to the initial Reserve Account Requirement;
- (iii) to the Administrative Fund: \$_____;
- (iv) to the IA#1 Costs of Issuance Account of the Project Fund: \$_____;
- (v) to the IA#1 Major Improvements Account of the Project Fund: \$_____;
- and
- (vi) to the IA#1 Improvements Account of the Project Fund: \$_____.

Section 6.3. Pledged Revenue Fund.

(a) On or before February 20, 2023, and on or before each February 20 and August 20 of each year thereafter while the Bonds are Outstanding, the City shall deposit or cause to be deposited all Pledged Revenues, other than the Pledged Revenues on deposit in the IA#1 Project Collection Fund which revenues shall be transferred in accordance with Section 6.14 hereof, into the Pledged Revenue Fund. As soon as practicable following deposit into the Pledged Revenue Fund pursuant to this Section 6.3(a) or Section 6.14, the Trustee shall apply the Pledged Revenues in the following order of priority:

- (i) first, retain in the Pledged Revenue Fund an amount sufficient to pay debt service on the Bonds next coming due in such calendar year;
- (ii) second, deposit to the Reserve Account of the Reserve Fund an amount to cause the amount in the Reserve Account to equal the Reserve Account Requirement;
- (iii) third, deposit to the Additional Interest Reserve Account of the Reserve Fund an amount equal to the Additional Interest to cause the amount in the

Additional Interest Reserve Account to equal the Additional Interest Reserve Requirement;

- (iv) fourth, to pay other Actual Costs of the Improvement Area #1 Projects; and
- (v) fifth, to pay other costs permitted by the PID Act.

Along with each deposit of Pledged Revenues to the Pledged Revenue Fund, the City shall provide a City Certificate to the Trustee as to (i) the Funds and Accounts into which the amounts are to be deposited or retained, as applicable, and (ii) the amounts of any payments to be made from such Funds and Accounts.

(b) From time to time as needed to pay the obligations relating to the Bonds, but no later than five (5) Business Days before each Interest Payment Date, the Trustee shall withdraw from the Pledged Revenue Fund and transfer to the Principal and Interest Account of the Bond Fund, an amount, taking into account any amounts then on deposit in such Principal and Interest Account and any expected transfers from the Capitalized Interest Account to the Principal and Interest Account, such that the amount on deposit in the Principal and Interest Account equals the principal (including any Sinking Fund Installments) and interest due on the Bonds on the next Interest Payment Date.

(c) If, after the foregoing transfers and any transfer from the Reserve Fund as provided in Section 6.7 herein, there are insufficient funds to make the payments provided in paragraph (b) above, the Trustee shall apply the available funds in the Principal and Interest Account first to the payment of interest, then to the payment of principal (including any Sinking Fund Installments) on the Bonds in the same manner described by Section 11.4(a) below.

(d) Notwithstanding Section 6.3(a) hereof, the Trustee shall deposit within two business days after receipt Prepayments to the Pledged Revenue Fund and after such deposit shall transfer such Prepayments to the Redemption Fund.

(e) Notwithstanding Section 6.3(a) hereof, the Trustee shall deposit within two (2) business days after receipt Foreclosure Proceeds to the Pledged Revenue Fund and after such deposit shall transfer Foreclosure Proceeds, as directed by the City pursuant to a City Certificate, first to the Reserve Fund to restore any transfers from the accounts within the Reserve Fund made with respect to the Improvement Area #1 Assessed Property or Improvement Area #1 Assessed Properties to which the Foreclosure Proceeds relate (*first*, to replenish the Reserve Account Requirement, and *second*, to replenish the Additional Interest Reserve Requirement), and second, to the Redemption Fund.

(f) After satisfaction of the requirement to provide for the payment of the principal and interest on the Bonds and to fund any deficiency that may exist in any Account of the Reserve Fund and transfer of funds pursuant to Section 6.3(a)(i) – (iv) above, the City may direct the Trustee by City Certificate to apply Improvement Area #1 Assessments for any lawful purposes permitted by the PID Act for which Improvement Area #1 Assessments may be applied. The Trustee may rely on such written direction of the City and shall have no obligation to determine the lawful purposes permitted under the PID Act.

Section 6.4. Bond Fund.

(a) On each Interest Payment Date, the Trustee shall withdraw from the Principal and Interest Account and transfer to the Paying Agent/Registrar the principal (including any Sinking Fund Installments) and interest then due and payable on the Bonds, less any amount to be used to pay interest on the Bonds on such Interest Payment Date from the Capitalized Interest Account as provided below.

(b) If amounts in the Principal and Interest Account are insufficient for the purposes set forth in paragraph (a) above, the Trustee shall withdraw from the Reserve Fund amounts to cover the amount of such insufficiency in the order described in Section 6.7(f) hereof. Amounts so withdrawn from the Reserve Fund shall be deposited in the Principal and Interest Account and transferred to the Paying Agent/Registrar.

(c) Moneys in the Capitalized Interest Account shall be used for the payment of interest on the Bonds on the following dates and in the following amounts:

<u>Date</u>	<u>Amount</u>
September 1, 2022	\$_____

Any amounts on deposit to the Capitalized Interest Account after the payment of interest on the dates and in the amounts listed above shall be transferred to the other open Improvements Accounts of the Project Fund on a pro-rata basis, and if the other Improvements Accounts of the Project Fund have been closed as provided in Section 6.5(e) and (f) herein, then such amounts shall be transferred to the Redemption Fund to be used to redeem the Bonds, and the Capitalized Interest Account shall be closed.

Section 6.5. Project Fund.

(a) Money on deposit in the IA#1 Improvements Account, the IA#1 Major Improvements Account, and the IA#1 Costs of Issuance Account of the Project Fund shall be used for the purposes specified herein.

(i) Disbursements from the IA#1 Improvements Account shall be made by the Trustee, in accordance with this Section 6.5, to pay the Actual Costs of the Improvement Area #1 Improvements as provided in the Service and Assessment Plan.

(ii) Disbursements from the IA#1 Major Improvements Account shall be made by the Trustee, in accordance with this Section 6.5 to pay Improvement Area #1's pro-rata share of the Major Improvements in an amount equal to the portion allocable to the Assessed Properties within Improvement Area #1 as provided in the Service and Assessment Plan.

(iii) Disbursements from the IA#1 Costs of Issuance Account of the Project Fund shall be made by the Trustee pursuant to and in accordance with the

disbursement procedures described in the Financing Agreement and this Section 6.5 to pay costs of issuance of the Bonds pursuant to one or more City Certificates.

(b) Disbursements from the IA#1 Improvements Account of the Project Fund to pay Actual Costs of the Improvement Area #1 Improvements shall be made by the Trustee upon receipt by the Trustee of one or more City Certificates, in the form attached hereto as *Exhibit B*, containing a properly executed and completed Certification for Payment. The disbursement of funds from the IA#1 Improvements Account of the Project Fund pursuant to a City Certificate delivered under this Section 6.5 shall be deemed to be pursuant to and in accordance with the disbursement procedures described in this Section 6.5 of the Indenture.

(c) Disbursements from the IA#1 Major Improvements Account of the Project Fund to pay Improvement Area #1's pro-rata share of the Major Improvements shall be made by the Trustee upon receipt by the Trustee of one or more City Certificates, in the form attached hereto as *Exhibit B*, containing a properly executed and completed Certification for Payment. The disbursement of funds from the IA#1 Major Improvements Account of the Project Fund pursuant to a City Certificate delivered under this Section 6.5 shall be deemed to be pursuant to and in accordance with the disbursement procedures described in this Section 6.5 of the Indenture.

(i) The Major Improvement Area Bond Indenture has established an MIA Improvements Account within a separate project fund for the purposes of paying the Actual Costs of the Major Improvements allocable to the Major Improvement Area pursuant to and as described in the Service and Assessment Plan.

(ii) Each Certification for Payment for the Actual Costs of one or more Major Improvements delivered under this Section 6.5 shall set forth the amount of costs of each individual Major Improvement to be paid from the IA#1 Major Improvements Account of the Project Fund, and the amount paid from the MIA Improvements Account of the project fund established under the Major Improvement Area Bond Indenture.

(d) Disbursements from the IA#1 Costs of Issuance Account of the Project Fund shall be made by the Trustee pursuant to and in accordance with a City Certificate providing for the application of such funds to be disbursed (with the exception of fees and expenses initially incurred by the Trustee, which may be withdrawn by the Trustee).

(e) If the City Representative reasonably determines that amounts then on deposit in the IA#1 Improvements Account of the Project Fund are not expected to be expended for purposes of the IA#1 Improvements Account due to the completion, abandonment, or constructive abandonment, of the Improvement Area #1 Improvements, such that, in the opinion of the City Representative, it is unlikely that the amounts in the IA#1 Improvements Account of the Project Fund will ever be expended for the purposes of the IA#1 Improvements Account, the City Representative shall file a City Certificate with the Trustee which identifies the amounts then on deposit in the IA#1 Improvements Account that are not expected to be used for purposes of the IA#1 Improvements Account. If such City Certificate is so filed, the amounts on deposit in the IA#1 Improvements Account shall be transferred to the IA#1 Major Improvements Account of the

Project Fund, and if the IA#1 Major Improvements Account has been closed, then such amounts shall be transferred to the Redemption Fund to redeem Bonds on the earliest practical date after notice of redemption has been provided in accordance with this Indenture, and the IA#1 Improvements Account shall be closed.

(f) If the City Representative reasonably determines that amounts then on deposit in the IA#1 Major Improvements Account of the Project Fund are not expected to be expended for purposes of the IA#1 Major Improvements Account due to the completion, abandonment, or constructive abandonment, of the Major Improvements allocable to Improvement Area #1, as the case may be, such that, in the opinion of the City Representative, it is unlikely that the amounts in the IA#1 Major Improvements Account of the Project Fund will ever be expended for the purposes of the IA#1 Major Improvements Account, the City Representative shall file a City Certificate with the Trustee which identifies the amounts then on deposit in the IA#1 Major Improvements Account that are not expected to be used for purposes of the IA#1 Major Improvements Account. If such City Certificate is so filed, the amounts on deposit in the IA#1 Major Improvements Account shall be transferred to the IA#1 Improvements Account of the Project Fund, and if the IA#1 Improvements Account has been closed, then such amounts shall be transferred to the Redemption Fund to redeem Bonds on the earliest practical date after notice of redemption has been provided in accordance with this Indenture, and the IA#1 Major Improvements Account shall be closed.

(g) Not later than six (6) months following the Closing Date or upon an earlier determination by the City Representative that all costs of issuance of the Bonds have been paid and the appropriate portion of the costs incidental to the organization of the District have been paid, the amounts on deposit in the IA#1 Costs of Issuance Account of the Project Fund shall be transferred to the other open Accounts of the Project Fund on a pro-rata basis, as directed by the City in a City Certificate filed with the Trustee, and the IA#1 Costs of Issuance Account of the Project Fund shall be closed. If the other Accounts of the Project Fund have been closed, the amounts on deposit in the IA#1 Costs of Issuance Account of the Project Fund, that would have been transferred to such Accounts under this Section 6.5(g) of the Indenture, shall be transferred to the Administrative Fund to reduce future payments for Annual Collection Costs.

(h) In making any determination pursuant to this Section, the City Representative may conclusively rely upon a report issued by the City Engineer or a certificate of an Independent Financial Consultant.

In providing any disbursement under this Section, the Trustee may conclusively rely as to the completeness and accuracy of all statements in such City Certificate (including without limitation any Certification for Payment therein contained) if such certificate is signed by a City Representative, and the Trustee shall not be required to make any independent investigation in connection therewith. The execution of any City Certificate by a City Representative shall constitute, unto the Trustee, an irrevocable determination that all conditions precedent to the payments requested have been completed.

Section 6.6. Redemption Fund.

Subject to adequate amounts on deposit in the Pledged Revenue Fund, the Trustee, as directed by City Certificate, shall cause to be deposited to the Redemption Fund from the Pledged Revenue Fund an amount sufficient to redeem Bonds as provided in Sections 4.3 and 4.4 on the dates specified for redemption as provided in Sections 4.3 and 4.4. Amounts on deposit in the Redemption Fund shall be used and withdrawn by the Trustee to redeem Bonds as provided in Article IV.

Section 6.7. Reserve Fund.

(a) The Reserve Account will be initially funded with a deposit of \$_____ from the proceeds of the Bonds and the City agrees with the Owners of the Bonds to accumulate from the deposits outlined in Section 6.3(a) hereof, and when accumulated maintain in the Reserve Account, an amount equal to not less than the Reserve Account Requirement. All amounts deposited in the Reserve Account shall be used and withdrawn by the Trustee for the purpose of making transfers to the Principal and Interest Account of the Bond Fund as provided in this Indenture. The Trustee will transfer from the Pledged Revenue Fund to the Additional Interest Reserve Account, to the extent that the Reserve Account contains the Reserve Account Requirement and funds are available after application of the deposit priority in Section 6.3(a) hereof, an amount equal to the Additional Interest until the Additional Interest Reserve Requirement has been accumulated in the Additional Interest Reserve Account; provided, however, that at any time the amount on deposit in the Additional Interest Reserve Account is less than Additional Interest Reserve Requirement, the Trustee shall resume depositing the Additional Interest into the Additional Interest Reserve Account until the Additional Interest Reserve Requirement has accumulated in the Additional Interest Reserve Account. In transferring the amounts pursuant to this Section, the Trustee may conclusively rely on a City Certificate, unless and until it receives a City Certificate directing that a different amount be used.

(b) Whenever a transfer is made from an account of the Reserve Fund to the Bond Fund due to a deficiency in the Bond Fund, the Trustee shall provide written notice thereof to the City, specifying the amount withdrawn and the source of said funds.

(c) Whenever Bonds are to be redeemed with the proceeds of Prepayments pursuant to Section 4.4, a proportionate amount in the Reserve Account of the Reserve Fund shall be transferred on the Business Day prior to the redemption date by the Trustee to the Redemption Fund to be applied to the redemption of the Bonds. The amount so transferred from the Reserve Account of the Reserve Fund shall be equal to an amount representing the difference between (i) the lesser of (A) the Reserve Account Requirement prior to redemption and (B) the amount actually on deposit in the Reserve Account prior to redemption, and (ii) the Reserve Account Requirement after such redemption; provided, however, no such transfer from the Reserve Account shall cause the amount on deposit therein to be less than the Reserve Account Requirement to be in effect after such redemption. If after such transfer, and after applying investment earnings on the Redemption Fund toward payment of accrued and unpaid interest to the date of redemption on the Bonds to be redeemed, there are insufficient funds to pay the principal amount plus accrued and unpaid interest on such Bonds to the date fixed for redemption of the Bonds to be redeemed as a result of such Prepayment, the Trustee shall transfer an amount equal to the shortfall, or any additional amounts

necessary to permit the Bonds to be redeemed in minimum principal amounts of \$1,000, from the Additional Interest Reserve Account to the Redemption Fund to be applied to the redemption of the Bonds.

(d) Whenever, on any Interest Payment Date, or on any other date at the written request of a City Representative, the amount in the Reserve Account exceeds the Reserve Account Requirement, the Trustee shall provide written notice to the City Representative of the amount of the excess. Such excess shall be transferred to the Principal and Interest Account to be used for the payment of interest on the Bonds on the next Interest Payment Date in accordance with Section 6.4 hereof, unless within 45 days of such notice to the City Representative, the Trustee receives a City Certificate instructing the Trustee to apply such excess: (i) to pay amounts due under Section 6.8 hereof, (ii) to the IA#1 Improvements Account of the Project Fund or (iii) to the IA#1 Major Improvements Account, if such application and the expenditure of funds is expected to occur within three years of the date hereof.

(e) Whenever, on any Interest Payment Date, or on any other date at the written request of the City Representative, the amount on deposit in the Additional Interest Reserve Account exceeds the Additional Interest Reserve Requirement, the Trustee shall provide written notice to the City of the amount of the excess (the “*Excess Additional Interest Reserve Amount*”). Such excess amounts on deposit in the Additional Interest Reserve Account shall be transferred, at the direction of the City pursuant to a City Certificate, to the Administrative Fund for the payment of Annual Collection Costs or to the Redemption Fund in order to effect the redemption of Bonds pursuant to Section 4.4. In the event that the Trustee does not receive a City Certificate directing the transfer of the Excess Additional Interest Reserve Amount to the Administrative Fund within forty-five (45) days of providing notice to the City of such Excess Additional Interest Reserve Amount, the Trustee shall transfer the Excess Additional Interest Reserve Amount to the Redemption Fund and redeem the Bonds pursuant to extraordinary optional redemption.

(f) Whenever, on any Interest Payment Date, the amount on deposit in the Bond Fund is insufficient to pay the debt service on the Bonds due on such date, the Trustee shall transfer *first* from the Additional Interest Reserve Account of the Reserve Fund and *second* from the Reserve Account of the Reserve Fund to the Bond Fund the amounts necessary to cure such deficiency.

(g) At the final maturity of the Bonds, the amounts on deposit in the Reserve Account and the Additional Interest Reserve Account shall be transferred to the Principal and Interest Account and applied to the payment of the principal of the Bonds.

(h) If, after a Reserve Account withdrawal, the amount on deposit in the Reserve Account of the Reserve Fund is less than the Reserve Account Requirement, the Trustee shall transfer from the Pledged Revenue Fund to the Reserve Account of the Reserve Fund the amount of such deficiency, in accordance with Section 6.3.

(i) If the amount held in the Reserve Fund together with the amount held in the Bond Fund and Redemption Fund is sufficient to pay the principal amount of all Outstanding Bonds on the next Interest Payment Date, together with the unpaid interest accrued on such Bonds as of such Interest Payment Date, the moneys shall be transferred to the Redemption Fund and thereafter used to redeem all Outstanding Bonds as of such Interest Payment Date.

Section 6.8. Rebate Fund: Rebate Amount.

(a) There is hereby established a special fund of the City to be designated “City of Kyle, Texas Special Assessment Revenue Bonds, Series 2022 (Plum Creek North Public Improvement District Improvement Area #1 Project) Rebate Fund” (the “Rebate Fund”) to be held by the Trustee in accordance with the terms and provisions of this Indenture. Amounts on deposit in the Rebate Fund shall be used solely for the purpose of paying amounts due the United States Government related to the Bonds in accordance with the Code. The Trustee shall transfer from the Pledged Revenue Fund to the credit of the Rebate Fund each amount instructed by City Certificate to be transferred thereto.

(b) In order to assure that the Rebate Amount is paid to the United States rather than to a third party, investments of funds on deposit in the Rebate Fund shall be made in accordance with the Code and the Tax Certificate. The Trustee shall withdraw from the Rebate Fund and pay to the United States the amounts instructed by City Certificate.

(c) The Trustee conclusively shall be deemed to have complied with the provisions of this Section and Section 7.5(h) hereof and shall not be liable or responsible if it follows the written instructions of the City and shall not be required to take any action under this Section and Section 7.5(h) hereof in the absence of written instructions from the City.

(d) If, on the date of each annual calculation, the amount on deposit in the Rebate Fund exceeds the Rebate Amount, the City may direct the Trustee, pursuant to a City Certificate, to transfer the amount in excess of the Rebate Amount to the Principal and Interest Account of the Bond Fund.

Section 6.9. Administrative Fund.

(a) On or before February 20, 2023, and on or before each February 20 and August 20 of each year thereafter while the Bonds are Outstanding, the City shall deposit or cause to be deposited to the Administrative Fund the amounts collected each year to pay Annual Collection Costs, other than the Annual Collection Costs deposited into the IA#1 Project Collection Fund, which amounts shall be deposited in accordance with Section 6.14 hereof. Moneys in the Administrative Fund shall be held by the Trustee separate and apart from the other Funds created and administered hereunder and used as directed by a City Certificate solely for the purposes set forth in the Service and Assessment Plan.

(b) The Administrative Fund is not a Pledged Fund.

Section 6.10. Investment of Funds.

(a) Money in any Fund or Account established pursuant to this Indenture shall be invested by the Trustee only as directed by the City pursuant to a City Certificate filed with the Trustee at least two (2) business days in advance of the making of such investment (or as directed below) in time deposits or certificates of deposit secured in the manner required by law for public funds, or be invested in direct obligations of, including obligations the principal and interest on which are unconditionally guaranteed by, the United States of America, in obligations of any agencies or instrumentalities thereof, or in such other investments as are permitted under the Public

Funds Investment Act, Texas Government Code, Chapter 2256, as amended, or any successor law, as in effect from time to time; the City Certificate shall direct investment in such deposits and investments (which may include repurchase agreements for such investment with any primary dealer of such agreements) so that the money required to be expended from any Fund will be available at the proper time or times. Such investments shall be valued each year in terms of current market value as of September 30. For purposes of maximizing investment returns, to the extent permitted by law, money in such Funds may be invested in common investments of the kind described above, or in a common pool of such investments which shall be kept and held at an official depository bank, which shall not be deemed to be or constitute a commingling of such money or funds provided that safekeeping receipts or certificates of participation clearly evidencing the investment or investment pool in which such money is invested and the share thereof purchased with such money or owned by such Fund are held by or on behalf of each such Fund. If necessary, such investments shall be promptly sold in order to make the disbursements required or permitted by this Indenture or to prevent any default. In the event the City does not provide written investment directions, the Trustee is instructed to invest funds into the 38142B609 Goldman Sachs Financial Square Treasury Instruments.

(b) Obligations purchased as an investment of moneys in any Fund or Account shall be deemed to be part of such Fund or Account, subject, however, to the requirements of this Indenture for transfer of interest earnings and profits resulting from investment of amounts in Funds and Accounts. Whenever in this Indenture any moneys are required to be transferred by the City to the Trustee, such transfer shall be accomplished by transferring a like amount of Investment Securities unless the City instructs the Trustee otherwise by written direction.

(c) The Trustee and its affiliates may act as sponsor, depository, principal or agent in the acquisition or disposition of any investment. The Trustee shall not incur any liability for losses arising from any investments made pursuant to this Section. The Trustee shall not be required to determine the suitability or legality of any investments or whether investments comply with Section 6.10(a) above.

(d) Investments in any and all Funds and Accounts may be commingled in a separate fund or funds for purposes of making, holding and disposing of investments, notwithstanding provisions herein for transfer to or holding in or to the credit of particular Funds or Accounts of amounts received or held by the Trustee hereunder, provided that the Trustee shall at all times account for such investments strictly in accordance with the Funds and Accounts to which they are credited and otherwise as provided in this Indenture.

(e) The Trustee will furnish the City monthly cash transaction statements which include detail for all investment transactions made by the Trustee hereunder.

Section 6.11. Advances from Available Funds.

In the event of a delinquency in the payment of any installment of the Improvement Area #1 Assessment levied upon any property for the payment of the principal portion of an Annual Installment, the City may, but is not obligated to, be the purchaser of the delinquent property upon which any of said Improvement Area #1 Assessments are levied in like manner in which it may become the purchaser of property sold for the nonpayment of general ad valorem property taxes,

and in the event the City does so become the purchaser of such property, shall pay and transfer and deposit into the Pledged Revenue Fund the amount of any remaining amount of unpaid Improvement Area #1 Assessment, delinquent Improvement Area #1 Assessment installments and interest thereon. The City may also pay and transfer from available funds and deposit into the Pledged Revenue Fund, but shall not be so obligated, the amount of any such Improvement Area #1 Assessment pending redemption or sale. Any amounts so advanced by the City shall be recoverable upon sale or redemption of the property. The City shall not be obligated to advance available funds to cure any deficiency in the Pledged Revenue Fund, or any other Fund created hereunder, and has determined that it would not obligate itself to advance available funds from other funds of the City to cure any such deficiency.

Section 6.12. Reserved.

Section 6.13. Security of Funds.

All Funds heretofore created or reaffirmed, to the extent not invested as herein permitted, shall be secured in the manner and to the fullest extent required by law for the security of public funds, and such Funds shall be used only for the purposes and in the manner permitted or required by this Indenture.

Section 6.14. IA#1 Project Collection Fund.

While any Bonds are Outstanding, another taxing unit or an appraisal district, by agreement with the City, may collect Improvement Area #1 Assessment Revenue on the City's behalf. If such taxing unit or appraisal district presents or otherwise tenders to the Trustee such collected Improvement Area #1 Assessment Revenue for deposit on the City's behalf, the Trustee shall accept such Improvement Area #1 Assessment Revenue and deposit the same into the IA#1 Project Collection Fund. The Trustee shall, as directed by the City pursuant to a City Certificate, deposit or cause to be deposited all of that portion of the Improvement Area #1 Assessment Revenue deposited into the IA#1 Project Collection Fund that consists of the Annual Collection Costs to the Administrative Fund and, as directed pursuant to a City Certificate, deposit or cause to be deposited all of that portion of the Improvement Area #1 Assessment Revenue deposited into the IA#1 Project Collection Fund that consists of Pledged Revenue into the Pledged Revenue Fund. The City shall provide such City Certificate on or before February 20, 2023 and every August 20 and February 20 thereafter while the Bonds are outstanding. The IA#1 Project Collection Fund is not a Pledged Fund.

ARTICLE VII
COVENANTS

Section 7.1. Confirmation of Improvement Area #1 Assessments.

The City hereby confirms, covenants, and agrees that, in the Assessment Ordinance, it has levied the Improvement Area #1 Assessments against the respective Improvement Area #1 Assessed Properties from which the Pledged Revenues will be collected and received.

Section 7.2. Collection and Enforcement of Improvement Area #1 Assessments.

(a) For so long as any Bonds are Outstanding and amounts are due to the Developer under the Financing Agreement to reimburse it for the funds it has contributed to pay Actual Costs of the Improvement Area #1 Projects, the City covenants, agrees and warrants that it will take and pursue all actions permissible under Applicable Laws to cause the Improvement Area #1 Assessments to be collected and the liens thereof enforced continuously, in the manner and to the maximum extent permitted by Applicable Laws, and, to the extent permitted by Applicable Laws, to cause no reduction, abatement or exemption in the Improvement Area #1 Assessments.

(b) The City will determine or cause to be determined, no later than February 15 of each year, whether or not any Annual Installment is delinquent and, if such delinquencies exist, the City will order and cause to be commenced as soon as practicable any and all appropriate and legally permissible actions to obtain such Annual Installment, and any delinquent charges and interest thereon, including diligently prosecuting an action in district court to foreclose the currently delinquent Annual Installment. Notwithstanding the foregoing, the City shall not be required under any circumstances to purchase or make payment for the purchase of the delinquent Improvement Area #1 Assessment or the corresponding Improvement Area #1 Assessed Property.

Section 7.3. Against Encumbrances.

(a) Other than Refunding Bonds, the City shall not create and, to the extent Pledged Revenues are received, shall not suffer to remain, any lien, encumbrance or charge upon the Pledged Revenues, the Pledged Funds, the Trust Estate, or any other property pledged under this Indenture, except the pledge created for the security of the Bonds, and other than a lien or pledge subordinate to the lien and pledge of such property related to the Bonds.

(b) So long as Bonds are Outstanding hereunder, the City shall not issue any bonds, notes or other evidences of indebtedness secured by any pledge of or other lien or charge on the Pledged Revenues, the Pledged Funds, the Trust Estate or any other property pledged under this Indenture, except that the City may issue Refunding Bonds in accordance with the terms of this Indenture.

Section 7.4. Records, Accounts, Accounting Reports.

The City hereby covenants and agrees that so long as any of the Bonds or any interest thereon remain outstanding and unpaid, and the obligation to the Developer to reimburse it under the Financing Agreement for funds it has contributed to pay Actual Costs of the Improvement Area #1 Projects remain outstanding and unpaid, it will keep and maintain a proper and complete system of records and accounts pertaining to the Improvement Area #1 Assessments. The Trustee and Owner or Owners of any Bonds or any duly authorized agent or agents of such Owners shall have the right at all reasonable times to inspect all such records, accounts, and data relating thereto, upon written request to the City by the Trustee or duly authorized representative, as applicable. The City shall provide the Trustee or duly authorized representative, as applicable, an opportunity to inspect such books and records relating to the Bonds during the City's regular business hours and on a mutually agreeable date not later than thirty days after the City receives such request.

Section 7.5. Covenants to Maintain Tax-Exempt Status.

(a) Definitions. When used in this Section, the following terms shall have the following meanings:

“*Code*” means the Internal Revenue Code of 1986, as amended by all legislation, if any, effective on or before the Issue Date.

“*Computation Date*” has the meaning set forth in section 1.148-1(b) of the Regulations.

“*Gross Proceeds*” means any proceeds as defined in section 1.148-1(b) of the Regulations, and any replacement proceeds as defined in section 1.148-1(c) of the Regulations, of the Bonds.

“*Investment*” has the meaning set forth in section 1.148-1(b) of the Regulations.

“*Issue Date*” for the tax-exempt Bonds or other obligations of the City is the respective date on which such bonds or other obligations of the City is delivered against payment therefor.

“*Net Sale Proceeds*” has the meaning stated in section 1.148-1(b) of the Regulations.

“*Nonpurpose Investment*” means any investment property, as defined in section 148(b) of the Code, in which Gross Proceeds of the Bonds are invested and which is not acquired to carry out the governmental purposes of the Bonds.

“*Proceeds*” has the meaning stated in section 1.148-1(b) of the Regulations.

“*Rebate Amount*” has the meaning set forth in section 1.148-1(b) of the Regulations.

“*Regulations*” means any proposed, temporary, or final Income Tax Regulations issued pursuant to sections 103 and 141 through 150 of the Code, and 103 of the Internal Revenue Code of 1954, which are applicable to the Bonds. Any reference to any specific Regulation shall also mean, as appropriate, any proposed, temporary, or final Income Tax Regulation designed to supplement, amend, or replace the specific Regulation referenced.

“*Yield*” of (1) any Investment has the meaning set forth in section 1.148-5 of the Regulations; and (2) the Bonds has the meaning set forth in section 1.148-4 of the Regulations.

(b) Not to Cause Interest to Become Taxable. The City shall not use, permit the use of, or omit to use Gross Proceeds or any other amounts (or any property the acquisition, construction or improvement of which is to be financed directly or indirectly with Gross Proceeds) in a manner which if made or omitted, respectively, would cause the interest on any Bond to become includable in the gross income, as defined in section 61 of the Code, of the owner thereof

for federal income tax purposes. Without limiting the generality of the foregoing, unless and until the City receives a written opinion of counsel nationally recognized in the field of municipal bond law to the effect that failure to comply with such covenant will not adversely affect the exemption from federal income tax of the interest on any Bond, the City shall comply with each of the specific covenants in this Section.

(c) No Private Use or Private Payments. Except as permitted by section 141 of the Code and the Regulations and rulings thereunder, the City shall at all times prior to the last Stated Maturity of Bonds:

(i) exclusively own, operate and possess all property the acquisition, construction or improvement of which is to be financed or refinanced directly or indirectly with Gross Proceeds of the Bonds, and not use or permit the use of such Gross Proceeds (including all contractual arrangements with terms different than those applicable to the general public) or any property acquired, constructed or improved with such Gross Proceeds in any activity carried on by any person or entity (including the United States or any agency, department and instrumentality thereof) other than a state or local government, unless such use is solely as a member of the general public; and

(ii) not directly or indirectly impose or accept any charge or other payment by any person or entity who is treated as using Gross Proceeds of the Bonds or any property the acquisition, construction, or improvement of which is to be financed or refinanced directly or indirectly with such Gross Proceeds, other than taxes of general application within the City or interest earned on investments acquired with such Gross Proceeds pending application for their intended purposes.

(d) No Private Loan.

(i) Except to the extent permitted by section 141 of the Code and the Regulations and rulings thereunder, the City shall not use Gross Proceeds of the Bonds to make or finance loans to any person or entity other than a state or local government. For purposes of the foregoing covenant, such Gross Proceeds are considered to be “loaned” to a person or entity if: (1) property acquired, constructed or improved with such Gross Proceeds is sold or leased to such person or entity in a transaction which creates a debt for federal income tax purposes; (2) capacity in or service from such property is committed to such person or entity under a take-or-pay, output or similar contract or arrangement; or (3) indirect benefits, or burdens and benefits of ownership, of such Gross Proceeds or any property acquired, constructed or improved with such Gross Proceeds are otherwise transferred in a transaction which is the economic equivalent of a loan.

(ii) The City covenants and agrees that the levied Improvement Area #1 Assessments will meet the requirements of the “tax assessment loan exception” within the meaning of section 1.141-5(d) of the Regulations on the date the Bonds are delivered and will ensure that the Improvement Area #1 Assessments continue to meet such requirements for so long as the Bonds are outstanding hereunder.

(e) Not to Invest at Higher Yield. Except to the extent permitted by section 148 of the Code and the Regulations and rulings thereunder, the City shall not at any time prior to the final Stated Maturity of the Bonds directly or indirectly invest Gross Proceeds in any Investment (or use Gross Proceeds to replace money so invested) if, as a result of such investment, the Yield from the Issue Date of all Investments acquired with Gross Proceeds (or with money replaced thereby), whether then held or previously disposed of, exceeds the Yield of the Bonds.

(f) Not Federally Guaranteed. Except to the extent permitted by section 149(b) of the Code and the Regulations and rulings thereunder, the City shall not take or omit to take any action which would cause the Bonds to be federally guaranteed within the meaning of section 149(b) of the Code and the Regulations and rulings thereunder.

(g) Information Report. The City shall timely file the information required by section 149(e) of the Code with the Secretary of the Treasury on Form 8038-G or such other form and in such place as the Secretary may prescribe.

(h) Rebate of Arbitrage Profits. Except to the extent otherwise provided in section 148(f) of the Code and the Regulations and rulings thereunder:

(i) The City shall account for all Gross Proceeds (including all receipts, expenditures, and investments thereof) on its books of account separately and apart from all other funds (and receipts, expenditures, and investments thereof) and shall retain all records of accounting for at least six years after the final Computation Date. However, to the extent permitted by law, the City may commingle Gross Proceeds of the Bonds with other money of the City, provided that the City separately accounts for each receipt and expenditure of Gross Proceeds and the obligations acquired therewith.

(ii) Not less frequently than each Computation Date, the City shall calculate the Rebate Amount in accordance with rules set forth in section 148(f) of the Code and the Regulations and rulings thereunder. The City shall maintain such calculations with its official transcript of proceedings relating to the issuance of the Bonds until six years after the final Computation Date.

(iii) As additional consideration for the purchase of the Bonds by the Purchaser and the loan of the money represented thereby and in order to induce such purchase by measures designed to insure the excludability of the interest thereon from the gross income of the owners thereof for federal income tax purposes, the City shall, pursuant to a City Certificate, pay to the United States the amount described in paragraph (2) above at the times, in the installments, to the place, in the manner and accompanied by such forms or other information as is or may be required by section 148(f) of the Code and the regulations and rulings thereunder.

(iv) The City shall exercise reasonable diligence to assure that no errors are made in the calculations and payments required by paragraphs (ii) and (iii), and if an error is made, to discover and promptly correct such error within a reasonable amount of time thereafter (and in all events within one hundred eighty (180) days

after discovery of the error), including payment to the United States of any additional Rebate Amount owed to it, interest thereon, and any penalty imposed under Section 1.148-3(h) of the Regulations.

(i) *Not to Divert Arbitrage Profits.* Except to the extent permitted by section 148 of the Code and the Regulations and rulings thereunder, the City shall not, at any time prior to the earlier of the Stated Maturity or final payment of the Bonds, enter into any transaction that reduces the amount required to be paid to the United States pursuant to Subsection (h) of this Section because such transaction results in a smaller profit or a larger loss than would have resulted if the transaction had been at arm's length and had the Yield of the Bonds not been relevant to either party.

(j) *Not Hedge Bonds.* The City will not invest more than 50 percent of the Proceeds of each series of the Bonds in Nonpurpose Investments having a substantially guaranteed yield for four years or more. On the Issue Date of each series of the Bonds, the City reasonably expects that at least 85 percent of the Net Sale Proceeds of each series of the Bonds will be used to carry out the governmental purpose of such series within three years after the respective Issue Date of such series.

(k) *Elections.* The City hereby directs and authorizes the Mayor, Mayor Pro Tem, City Manager, or City Secretary, individually or jointly, to make elections permitted or required pursuant to the provisions of the Code or the Regulations, as they deem necessary or appropriate in connection with the Bonds, in the Tax Certificate or similar or other appropriate certificate, form or document.

ARTICLE VIII LIABILITY OF CITY

Neither the full faith and credit nor the general taxing power of the City is pledged to the payment of the Bonds, and except for the Trust Estate, no City taxes, fee or revenues from any source are pledged to the payment of, or available to pay any portion of, the Bonds or any other obligations relating to the District. The City shall never be liable for any obligations relating to the Bonds or other obligations relating to the District, other than as specifically provided for in this Indenture.

The City shall not incur any responsibility in respect of the Bonds or this Indenture other than in connection with the duties or obligations explicitly herein or in the Bonds assigned to or imposed upon it. The City shall not be liable in connection with the performance of its duties hereunder, except for its own willful default or act of bad faith. The City shall not be bound to ascertain or inquire as to the performance or observance of any of the terms, conditions covenants or agreements of the Trustee herein or of any of the documents executed by the Trustee in connection with the Bonds, or as to the existence of a default or Event of Default thereunder.

In the absence of bad faith, the City may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, upon certificates or opinions furnished to the City and conforming to the requirements of this Indenture. The City shall not be liable for any

error of judgment made in good faith unless it shall be proved that it was negligent in ascertaining the pertinent facts.

No provision of this Indenture, the Bonds, the Assessment Ordinance, or any agreement, document, instrument, or certificate executed, delivered or approved in connection with the issuance, sale, delivery, or administration of the Bonds (collectively, the “*Bond Documents*”), shall require the City to expend or risk its own general funds or otherwise incur any financial liability (other than with respect to the Trust Estate and the Annual Collection Costs) in the performance of any of its obligations hereunder, or in the exercise of any of its rights or powers, if in the judgment of the City there are reasonable grounds for believing that the repayment of such funds or liability is not reasonably assured to it.

Neither the Owners nor any other Person shall have any claim against the City or any of its officers, officials, agents, or employees for damages suffered as a result of the City’s failure to perform in any respect any covenant, undertaking, or obligation under any Bond Documents or as a result of the incorrectness of any representation in, or omission from, any of the Bond Documents, except to the extent that any such claim relates to an obligation, undertaking, representation, or covenant of the City, in accordance with the Bond Documents and the PID Act. Any such claim shall be payable only from the Trust Estate or the amounts collected to pay Annual Collection Costs on deposit in the Administrative Fund. Nothing contained in any of the Bond Documents shall be construed to preclude any action or proceeding in any court or before any governmental body, agency, or instrumentality against the City or any of its officers, officials, agents, or employees to enforce the provisions of any of the Bond Documents or to enforce all rights of the Owners of the Bonds by mandamus or other proceeding at law or in equity.

The City may rely on and shall be protected in acting or refraining from acting upon any notice, resolution, request, consent, order, certificate, report, warrant, bond, or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or proper parties. The City may consult with counsel with regard to legal questions, and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by it hereunder in good faith and in accordance therewith.

Whenever in the administration of its duties under this Indenture the City shall deem it necessary or desirable that a matter be proved or established prior to taking or suffering any action hereunder, such matter (unless other evidence in respect thereof be herein specifically prescribed) may, in the absence of willful misconduct on the part of the City, be deemed to be conclusively proved and established by a certificate of the Trustee, an Independent Financial Consultant, an independent inspector or the City Manager or other person designated by the City Council to so act on behalf of the City, and such certificate shall be full warrant to the City for any action taken or suffered under the provisions of this Indenture upon the faith thereof, but in its discretion the City may, in lieu thereof, accept other evidence of such matter or may require such additional evidence as to it may seem reasonable.

In order to perform its duties and obligations hereunder, the City may employ such persons or entities as it deems necessary or advisable. The City shall not be liable for any of the acts or omissions of such persons or entities employed by it in good faith hereunder, and shall be entitled

to rely, and shall be fully protected in doing so, upon the opinions, calculations, determinations, and directions of such persons or entities.

ARTICLE IX THE TRUSTEE

Section 9.1. Trustee as Registrar and Paying Agent.

The Trustee is hereby designated and agrees to act as Registrar and Paying Agent for and in respect to the Bonds. The Trustee hereby accepts and agrees to execute the respective trusts imposed upon it by this Indenture, but only upon the express terms and conditions, and subject to the provisions of this Indenture to all of which the parties hereto and the Owners of the Bonds agree. No implied covenants or obligations shall be read into this Indenture against the Trustee.

Section 9.2. Trustee Entitled to Indemnity.

The Trustee shall be under no obligation to institute any suit, or to undertake any proceeding under this Indenture, or to enter any appearance or in any way defend in any suit in which it may be made defendant, or to take any steps in the execution of the trusts hereby created or in the enforcement of any rights and powers hereunder, until it shall be indemnified to its satisfaction against any and all costs and expenses, outlays, and counsel fees and other reasonable disbursements, and against all liability except as a consequence of its own negligence or willful misconduct; provided, however, that absent an Event of Default, the Trustee shall not request or require indemnification as a condition to making any deposits, payments or transfers when required hereunder, or to deliver any notice when required hereunder. Nevertheless, the Trustee may begin suit, or appear in and defend suit, or do anything else in its judgment proper to be done by it as the Trustee, without indemnity, and in such case the Trustee may make transfers from the Administrative Fund, and to the extent money in the Administrative Fund is insufficient, from the Pledged Revenue Fund, to pay all costs, fees, expenses, outlays, and counsel fees and other reasonable disbursements properly incurred in connection therewith and shall be entitled to a preference therefor over any Bonds Outstanding hereunder on amounts held in the Administrative Fund.

Section 9.3. Responsibilities of the Trustee.

(a) The recitals contained in this Indenture and in the Bonds shall be taken as the statements of the City and the Trustee assumes no responsibility for the correctness of the same. The Trustee makes no representations as to the validity or sufficiency of this Indenture or the Bonds or with respect to the security afforded by this Indenture, and the Trustee shall incur no liability with respect thereto. Except as otherwise expressly provided in this Indenture, the Trustee shall have no responsibility or duty with respect to: (i) the issuance of Bonds for value; (ii) the application of the proceeds thereof, except to the extent that such proceeds are received by it in its capacity as Trustee; (iii) the application of any moneys paid to the City or others in accordance with this Indenture, except as to the application of any moneys paid to it in its capacity as Trustee; (iv) any calculation of arbitrage or rebate under the Code; (v) any loss suffered in connection with any investment of funds in accordance with this Indenture; or (vi) to undertake any other action

unless specifically authorized pursuant to a written direction by the City or pursuant to this Indenture.

(b) The duties and obligations of the Trustee shall be determined by the express provisions of this Indenture, and the Trustee shall not be liable except for the performance of such duties and obligations as are specifically set forth in this Indenture. The Trustee will, prior to any Event of Default and after curing of any Event of Default, perform such duties and only such duties as are specifically set forth herein. The Trustee will, during the existence of an Event of Default, exercise such rights and powers vested in it by this Indenture and use the same degree of care and skill in its exercise as a prudent person would exercise or use under the circumstances in the conduct of his or her own affairs.

(c) The Trustee shall not be liable for any action taken or omitted by it in the performance of its duties under this Indenture, except for its own negligence or willful misconduct. In no event shall the Trustee be liable for incidental, indirect, special or consequential damages in connection with or arising from this Indenture for the existence, furnishing or use of Improvement Area #1 of the District.

(d) The Trustee, before the occurrence of an Event of Default and after the curing of all Events of Default which may have occurred, undertakes to perform such duties and only such duties as are specifically set forth in this Indenture. If any Event of Default shall have occurred and be continuing, the Trustee shall exercise such rights and powers vested in it by this Indenture and shall use the same degree of care and skill in its exercise as a prudent person would exercise or use under the circumstances in the conduct of such person's own affairs in exercising any rights or remedies or performing any of its duties hereunder.

(e) The Trustee may execute any of the trusts or powers hereunder or perform any duties hereunder either directly or through agents, attorneys, or receivers, and shall not be responsible for any misconduct or negligence on the part of any agent, attorney, or receiver appointed or chosen by it with due care, and the Trustee shall be entitled to rely and act upon the opinion or advice of counsel, who may be counsel to the City, concerning all matters of trust hereof and the duties hereunder, and may in all cases pay such reasonable compensation to all such agents, attorneys, and receivers as may reasonably be employed in connection with the trusts hereof. The Trustee shall not be responsible for any loss or damage resulting from any action or nonaction by it taken or omitted to be taken in good faith in reliance upon such opinion or advice of counsel.

(f) The Trustee shall not be responsible for any recital herein (except with respect to the authentication certificate of the Trustee endorsed on the Bonds) or for the recording, filing, or refile of this Indenture in connection therewith, or for the validity of the execution by the City of this Indenture or of any Supplemental Indentures or instruments of further assurance, or for the sufficiency or security of the Bonds. The Trustee shall not be responsible or liable for any loss suffered in connection with any investment of funds made by it in accordance with this Indenture.

(g) The Trustee makes no representations as to the value or condition of the Trust Estate or any part thereof, or as to the validity or sufficiency of this Indenture or of the Bonds. The Trustee shall not be accountable for the use or application of any Bonds or the proceeds thereof or of any money paid to or upon the order of the City under any provision of this Indenture.

(h) The Trustee shall not be liable with respect to any action taken or omitted to be taken by it in good faith in accordance with the direction of the Owners of a Quarter in Interest of the Bonds relating to the time, method, and place of conducting any proceeding for any remedy available to the Trustee, or exercising any trust or power conferred upon the Trustee, under this Indenture.

(i) The Trustee shall not be required to take notice, and shall not be deemed to have notice, of any default or Event of Default unless the Trustee shall be notified specifically of the default or Event of Default in a written instrument or document delivered to it by the City or by the Owners of a Quarter in Interest of the Bonds. In the absence of delivery of a notice satisfying those requirements, the Trustee may assume conclusively that there is no Event of Default, except as noted above.

(j) Before taking any action under this Indenture (other than making any payment of principal, premium, or interest on the Bonds), the Trustee may require that a satisfactory indemnity be furnished to it for the payment or reimbursement of all costs and expenses (including, without limitation, attorney's fees and expenses) to which it may be put and to protect it against all liability which it may incur in or by reason of such action, except liability which it adjudicated to have resulted from its negligence or willful misconduct.

(k) The Trustee's immunities and protections from liability and its right to indemnification in connection with the performance of its duties under this Indenture shall extend to the Trustee's officers, directors, agents, attorneys, and employees. Such immunities and protections and rights to indemnification, together with the Trustee's right to compensation, shall survive the Trustee's resignation or removal, the discharge of this Indenture, and final payment of the Bonds.

Section 9.4. Property Held in Trust.

All moneys and securities held by the Trustee at any time pursuant to the terms of this Indenture shall be held by the Trustee in trust for the purposes and under the terms and conditions of this Indenture.

Section 9.5. Trustee Protected in Relying on Certain Documents.

The Trustee may conclusively rely upon any order, notice, request, consent, waiver, certificate, statement, affidavit, requisition, bond, or other document provided to the Trustee in accordance with the terms of this Indenture that it shall in good faith reasonably believe to be genuine and to have been adopted or signed by the proper board or Person or to have been prepared and furnished pursuant to any of the provisions of this Indenture, the Financing Agreement, and the Development Agreement, or upon the written opinion of any counsel, architect, engineer, insurance consultant, management consultant, or accountant believed by the Trustee to be qualified in relation to the subject matter, and the Trustee shall be under no duty to make any investigation or inquiry into and shall not be deemed to have knowledge of any statements contained or matters referred to in any such instrument. The Trustee may consult with counsel, who may or may not be Bond Counsel, and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken, suffered, or omitted to be taken by it in good faith and in

accordance therewith. Any action taken by the Trustee pursuant to this Indenture upon the request or authority or consent of any person who, at the time of making such request, or giving such authority or consent is the Owner of any Bond, shall be conclusive and binding upon all future owners of the same Bond and upon Bonds issued in exchange therefor and upon transfer or in place thereof.

Whenever the Trustee shall deem it necessary or desirable that a matter be proved or established prior to taking or suffering any action under this Indenture, such matter may be deemed to be conclusively proved and established by a City Certificate, unless other evidence in respect thereof be hereby specifically prescribed. Such City Certificate shall be full warrant for any action taken or suffered in good faith under the provisions hereof, but in its discretion the Trustee may in lieu thereof accept other evidence of such fact or matter or may require such further or additional evidence as it may deem reasonable. Except as otherwise expressly provided herein, any request, order, notice, or other direction required or permitted to be furnished pursuant to any provision hereof by the City to the Trustee shall be sufficiently executed if executed in the name of the City by the City Representative.

The Trustee shall not be under any obligation to see to the recording or filing of this Indenture, or otherwise to the giving to any Person of notice of the provisions hereof except as expressly required in Section 9.13 herein.

Section 9.6. Compensation.

Unless otherwise provided by contract with the Trustee, the Trustee shall transfer from the Administrative Fund, upon written direction from the City, compensation for all services rendered by it hereunder, including its services as Registrar and Paying Agent, together with all its reasonable expenses, charges, and other disbursements and those of its counsel, agents and employees, incurred in and about the administration and execution of the trusts hereby created and the exercise of its powers and the performance of its duties hereunder, upon delivery of an invoice therefor to the City, and the Trustee shall have a first lien on the Trust Estate. None of the provisions contained in this Indenture shall require the Trustee to expend or risk its own funds or otherwise incur financial liability in the performance of any of its duties or in the exercise of any of its rights or powers, if in the judgment of the Trustee there are reasonable grounds for believing that the repayment of such funds or liability is not reasonably assured to it. If the City shall fail to make any payment required by this Section, the Trustee may make such payment from any moneys held in the Administrative Fund and to the extent moneys in the Administrative Fund are insufficient, then from any money in its possession (except the Rebate Fund) and shall be entitled to a preference therefor over any Bonds Outstanding hereunder on amounts held by the Trustee (except the Rebate Fund). The right of the Trustee to fees, expenses, and indemnification shall survive the release, discharge, and satisfaction of the Indenture.

Section 9.7. Permitted Acts.

The Trustee and its directors, officers, employees, or agents may become the owner of or may in good faith buy, sell, own, hold and deal in Bonds and may join in any action that any Owner of Bonds may be entitled to take as fully and with the same rights as if it were not the Trustee. The Trustee may act as depository, and permit any of its officers or directors to act as a member

of, or in any other capacity with respect to, the City or any committee formed to protect the rights of Owners of Bonds or to effect or aid in any reorganization growing out of the enforcement of the Bonds or this Indenture, whether or not such committee shall represent the Owners of a majority in aggregate outstanding principal amount of the Bonds. The permissive right of the Trustee to do things enumerated in this Indenture shall not be construed as a duty, and the Trustee shall not be answerable for other than its negligence or willful misconduct.

Section 9.8. Resignation of Trustee.

The Trustee may at any time resign and be discharged of its duties and obligations hereunder by giving not fewer than 30 days' written notice, specifying the date when such resignation shall take effect, to the City and each Owner of any Outstanding Bond. Such resignation shall take effect upon the appointment of a successor as provided in Section 9.10 and the acceptance of such appointment by such successor.

Section 9.9. Removal of Trustee.

The Trustee may be removed at any time by the Owners of a Quarter in Interest of the Bonds by an instrument or concurrent instruments in writing signed and acknowledged by such Owners or by their attorneys-in-fact, duly authorized and delivered to the City. Copies of each such instrument shall be delivered by the City to the Trustee and any successor thereof. The Trustee may also be removed at any time for any breach of trust or for acting or proceeding in violation of, or for failing to act or proceed in accordance with, any provision of this Indenture with respect to the duties and obligations of the Trustee by any court of competent jurisdiction upon the application of the Owners of not less than 10% of the aggregate principal amount of the Bonds Outstanding.

Section 9.10. Successor Trustee.

If the Trustee shall resign, be removed, be dissolved, or become incapable of acting, or shall be adjudged a bankrupt or insolvent, or if a receiver, liquidator, or conservator of the Trustee or of its property shall be appointed, or if any public officer shall take charge or control of the Trustee or of its property or affairs, the position of the Trustee hereunder shall thereupon become vacant.

If the position of Trustee shall become vacant for any of the foregoing reasons or for any other reason, a successor Trustee may be appointed after any such vacancy shall have occurred by the Owners of a Quarter in Interest of the Bonds by an instrument or concurrent instruments in writing signed and acknowledged by such Owners or their attorneys-in-fact, duly authorized and delivered to such successor Trustee, with notification thereof being given to the predecessor Trustee and the City.

Until such successor Trustee shall have been appointed by the Owners a Quarter in Interest of the Bonds, the City shall forthwith appoint a Trustee to act hereunder. Copies of any instrument of the City providing for any such appointment shall be delivered by the City to the Trustee so appointed. The City shall mail notice of any such appointment to each Owner of any Outstanding Bonds within 30 days after such appointment. Any appointment of a successor Trustee made by

the City immediately and without further act shall be superseded and revoked by an appointment subsequently made by the Owners of Bonds.

If in a proper case no appointment of a successor Trustee shall be made within 45 days after the giving by any Trustee of any notice of resignation in accordance with Section 9.8 herein or after the occurrence of any other event requiring or authorizing such appointment, the Trustee or any Owner of Bonds may apply to any court of competent jurisdiction for the appointment of such a successor, and the court may thereupon, after such notice, if any, as the court may deem proper, appoint such successor and the City shall be responsible for the costs of such appointment process. Any duties and obligations of such predecessor Trustee shall thereafter cease and terminate, and the payment of the fees and expenses owed to the predecessor Trustee shall be paid in full.

Any successor Trustee appointed under the provisions of this Section shall be a commercial bank or trust company or national banking association (i) having a capital and surplus and undivided profits aggregating at least \$50,000,000, if there be such a commercial bank or trust company or national banking association willing and able to accept the appointment on reasonable and customary terms, and (ii) authorized by law to perform all the duties of the Trustee required by this Indenture.

Each successor Trustee shall mail, in accordance with the provisions of the Bonds, notice of its appointment to any Rating Agency which, at the time of such appointment, is providing a rating on the Bonds and each of the Owners of the Bonds.

Section 9.11. Transfer of Rights and Property to Successor Trustee.

Any successor Trustee appointed under the provisions of Section 9.10 shall execute, acknowledge, and deliver to its predecessor and the City an instrument in writing accepting such appointment, and thereupon such successor, without any further act, deed, or conveyance, shall become fully vested with all moneys, estates, properties, rights, immunities, powers, duties, obligations, and trusts of its predecessor hereunder, with like effect as if originally appointed as Trustee. However, the Trustee then ceasing to act shall nevertheless, on request of the City or of such successor and upon receipt of its outstanding charges, execute, acknowledge, and deliver such instruments of conveyance and further assurance and do such other things as may reasonably be required for more fully and certainly vesting and confirming in such successor all the rights, immunities, powers, and trusts of such Trustee and all the right, title, and interest of such Trustee in and to the Trust Estate, and shall pay over, assign, and deliver to such successor any moneys or other properties subject to the trusts and conditions herein set forth. Should any deed, conveyance, or instrument in writing from the City be required by such successor for more fully and certainly vesting in and confirming to it any such moneys, estates, properties, rights, powers, duties, or obligations, any and all such deeds, conveyances, and instruments in writing, on request and so far as may be authorized by law, shall be executed, acknowledged, and delivered by the City.

Section 9.12. Merger, Conversion or Consolidation of Trustee.

Any corporation or association into which the Trustee may be merged or with which it may be consolidated or any corporation or association resulting from any merger, conversion or

consolidation to which it shall be a party or any corporation or association to which the Trustee may sell or transfer all or substantially all of its corporate trust business shall be the successor to such Trustee hereunder, without any further act, deed or conveyance, provided that such corporation or association shall be a commercial bank or trust company or national banking association qualified to be a successor to such Trustee under the provisions of Section 9.10, or a trust company that is a wholly-owned subsidiary of any of the foregoing.

Section 9.13. Security Interest in Trust Estate.

Chapter 1208, Texas Government Code, applies to the issuance of the Bonds and the pledge of the Trust Estate provided for herein, and such pledge is, under current law, valid, effective and perfected. The City shall cause to be filed all appropriate initial financing statements to ensure that the Trustee (for the benefit of the Owners of the Bonds) is granted a valid and perfected first priority lien on the entire Trust Estate. Nothing herein shall obligate the Trustee to file any initial financing statements. Upon the City's timely delivery of a copy of such filed initial financing statement, if any, to the Trustee, the Trustee shall file continuation statements of such initial financing statement(s) in the same jurisdictions as the initial financing statement(s) previously provided to the Trustee. Unless the Trustee is otherwise notified in writing by the City, the Trustee may rely upon the initial financing statements in filing any continuation statements hereunder.

Section 9.14. Accounts, Periodic Reports and Certificates.

The Trustee shall keep or cause to be kept proper books of record and account (separate from all other records and accounts) in which complete and correct entries shall be made of its transactions relating to the Funds and Accounts established by this Indenture and which shall at all times be subject to inspection by the City, and the Owner or Owners of not less than 10% in principal amount of any Bonds then Outstanding or their representatives duly authorized in writing.

Section 9.15. Construction of Indenture.

The Trustee may construe any of the provisions of this Indenture insofar as the same may appear to be ambiguous or inconsistent with any other provision hereof, and any construction of any such provisions hereof by the Trustee in good faith shall be binding upon the Owners of the Bonds.

Section 9.16. Offering Documentation.

The Trustee shall have no responsibility with respect to any information, statement, or recital in any official statement, offering memorandum, or any other disclosure material prepared or distributed with respect to the Bonds and shall have no responsibility for compliance with any State or federal securities laws in connection with the Bonds.

Section 9.17. Expenditure of Funds and Risk.

None of the provisions of this Indenture shall require the Trustee to expend or risk its own funds or otherwise to incur any liability, financial or otherwise, in the performance of any of its duties hereunder, or in the exercise of its rights or powers if the Trustee shall have reasonable

grounds for believing that the repayment of such funds or indemnity against such risk or liability is not assured.

Section 9.18. Environmental Hazards.

The Trustee may inform any Owner of environmental hazards that the Trustee has reason to believe exist, and the Trustee has the right to take no further action and in such event, no fiduciary duty exists which imposes any obligation for further action with respect to the Trust Estate or any portion thereof if the Trustee, in its individual capacity, determines that any such action would materially and adversely subject the Trustee to environmental or other liability for which the Trustee has not been adequately indemnified.

The Trustee shall not be responsible or liable for the environmental condition related to the improvements to any real property or for diminution in value of the same, or for any claims by or on behalf of the owners thereof as the result of any contamination by a hazardous substance, hazardous material, pollutant, or contaminant. The Trustee assumes no duty or obligation to assess the environmental condition of any improvements or with respect to compliance thereof under State or federal laws pertaining to the transport, storage, treatment, or disposal of hazardous substances, hazardous materials, pollutants, or contaminants or regulations, permits, or licenses issued under such laws.

ARTICLE X MODIFICATION OR AMENDMENT OF THIS INDENTURE

Section 10.1. Amendments Permitted.

This Indenture and the rights and obligations of the City and of the Owners of the Bonds may be modified or amended at any time by a Supplemental Indenture, except as provided below, pursuant to the affirmative vote at a meeting of Owners of the Bonds, or with the written consent without a meeting, of the Owners of more than fifty percent (50%) of the aggregate principal amount of the Bonds then Outstanding. No such modification or amendment shall (i) extend the maturity of any Bond or reduce the principal of or interest rate thereon, or otherwise alter or impair the obligation of the City to pay the principal of, and the interest and any premium on, any Bond, without the express consent of the Owner of such Bond, (ii) permit the creation by the City of any pledge or lien upon the Trust Estate superior to the pledge and lien created for the benefit of the Bonds, (iii) except as otherwise permitted by this Indenture, permit the creation by the City of any pledge or lien upon the Trust Estate on a parity with the pledge and lien created for the benefit of the Bonds, or (iv) reduce the percentage of Bonds required for the amendment hereof. Any such amendment may not modify any of the rights or obligations of the Trustee without its written consent.

This Indenture and the rights and obligations of the City and of the Owners may also be modified or amended at any time by a Supplemental Indenture, without the consent of any Owners, only to the extent permitted by law and only for any one or more of the following purposes:

- (i) to add to the covenants and agreements of the City in this Indenture contained, other covenants and agreements thereafter to be observed, or to limit or surrender any right or power herein reserved to or conferred upon the City;

(ii) to make modifications not adversely affecting any Outstanding Bonds in any material respect;

(i) to make such provisions for the purpose of curing any ambiguity, or of curing, correcting or supplementing any defective provision contained in this Indenture, or in regard to questions arising under this Indenture, as the City may deem necessary or desirable and not inconsistent with this Indenture, and that shall not adversely affect the rights of the Owners of the Bonds;

(ii) to authorize a series of Refunding Bonds in accordance with the provisions of this Indenture; and

(iii) to make such additions, deletions or modifications as may be necessary or desirable to assure exemption from federal income taxation of interest on the Bonds.

Notwithstanding the above, no Supplemental Indenture under this Section shall be effective unless the City first delivers to the Trustee an opinion of Bond Counsel to the effect that such amendment will not adversely affect the: (i) interests of the Owners in any material respect, and (ii) exclusion of interest on any Bond from gross income for purposes of federal income taxation.

Section 10.2. Owners' Meetings.

The City may at any time call a meeting of the Owners of the Bonds. In such event the City is authorized to fix the time and place of said meeting and to provide for the giving of notice thereof, and to fix and adopt rules and regulations for the conduct of said meeting.

Section 10.3. Procedure for Amendment with Written Consent of Owners.

The City and the Trustee may at any time adopt a Supplemental Indenture amending the provisions of the Bonds or of this Indenture, to the extent that such amendment is permitted by Section 10.1 herein, to take effect when and as provided in this Section. A copy of such Supplemental Indenture, together with a request to Owners for their consent thereto, shall be mailed by first class mail, by the Trustee to each Owner of Bonds from whom consent is required under this Indenture, but failure to mail copies of such Supplemental Indenture and request shall not affect the validity of the Supplemental Indenture when assented to as in this Section provided.

Such Supplemental Indenture shall not become effective unless there shall be filed with the Trustee the written consents of the Owners as required by this Indenture and a notice shall have been mailed as hereinafter in this Section provided. Each such consent shall be effective only if accompanied by proof of ownership of the Bonds for which such consent is given, which proof shall be such as is permitted by Section 11.6 herein. Any such consent shall be binding upon the Owner of the Bonds giving such consent and on any subsequent Owner (whether or not such subsequent Owner has notice thereof), unless such consent is revoked in writing by the Owner giving such consent or a subsequent Owner by filing such revocation with the Trustee prior to the date when the notice hereinafter in this Section provided for has been mailed.

After the Owners of the required percentage of Bonds shall have filed their consents to the Supplemental Indenture, the City shall mail a notice to the Owners in the manner hereinbefore

provided in this Section for the mailing of the Supplemental Indenture, stating in substance that the Supplemental Indenture has been consented to by the Owners of the required percentage of Bonds and will be effective as provided in this Section (but failure to mail copies of said notice shall not affect the validity of the Supplemental Indenture or consents thereto). Proof of the mailing of such notice shall be filed with the Trustee. A record, consisting of the papers required by this Section 10.3 to be filed with the Trustee, shall be proof of the matters therein stated until the contrary is proved. The Supplemental Indenture shall become effective upon the filing with the Trustee of the proof of mailing of such notice, and the Supplemental Indenture shall be deemed conclusively binding (except as otherwise hereinabove specifically provided in this Article) upon the City and the Owners of all Bonds at the expiration of forty-five (45) days after such filing, except in the event of a final decree of a court of competent jurisdiction setting aside such consent in a legal action or equitable proceeding for such purpose commenced within such forty-five-day period; provided however that the Trustee during such forty-five day period and any such further period during which any such action or proceeding may be pending shall be entitled, in its sole discretion, to take such action, or to refrain from taking such action, with respect to such Supplemental Indenture as it may deem expedient and the Trustee shall have no liability with respect to any action taken or any instance of inaction except as a consequence of its own negligence or willful misconduct.

Section 10.4. Effect of Supplemental Indenture.

From and after the time any Supplemental Indenture becomes effective pursuant to this Article X, this Indenture shall be deemed to be modified and amended in accordance therewith, the respective rights, duties, and obligations under this Indenture of the City, the Trustee and all Owners of Bonds Outstanding shall thereafter be determined, exercised and enforced hereunder subject in all respects to such modifications and amendments, and all the terms and conditions of any such Supplemental Indenture shall be deemed to be part of the terms and conditions of this Indenture for any and all purposes.

Section 10.5. Endorsement or Replacement of Bonds Issued After Amendments.

The City may determine that Bonds issued and delivered after the effective date of any action taken as provided in this Article X shall bear a notation, by endorsement or otherwise, in form approved by the City, as to such action. In that case, upon demand of the Owner of any Bond Outstanding at such effective date and presentation of his Bond for that purpose at the designated office of the Trustee or at such other office as the City may select and designate for that purpose, a suitable notation shall be made on such Bond. The City may determine that new Bonds, so modified as in the opinion of the City is necessary to conform to such Owners' action, shall be prepared, executed, and delivered. In that case, upon demand of the Owner of any Bonds then Outstanding, such new Bonds shall be exchanged at the designated office of the Trustee without cost to any Owner, for Bonds then Outstanding, upon surrender of such Bonds.

Section 10.6. Amendatory Endorsement of Bonds.

The provisions of this Article X shall not prevent any Owner from accepting any amendment as to the particular Bonds held by such Owner, provided that due notation thereof is made on such Bonds.

Section 10.7. Waiver of Default.

Subject to the second and third sentences of Section 10.1 above, with the written consent of the Owners of more than fifty percent (50%) in aggregate principal amount of the Bonds then Outstanding, the Owners may waive compliance by the City with certain past defaults under the Indenture and their consequences. Any such consent shall be conclusive and binding upon the Owners and upon all future Owners. For the avoidance of doubt, any waiver given pursuant to this Section shall be subject to Section 11.5 below.

Section 10.8. Execution of Supplemental Indenture.

In executing, or accepting the additional trusts created by, any Supplemental Indenture permitted by this Article or the modification thereby of the trusts created by this Indenture, the Trustee shall receive, and shall be fully protected in relying upon, an opinion of Bond Counsel addressed and delivered to the Trustee and the City stating that the execution of such Supplemental Indenture is permitted by and in compliance with this Indenture. The Trustee may, but shall not be obligated to, enter into any such Supplemental Indenture which affects the Trustee's own rights, duties and immunities under this Indenture or otherwise.

No such amendment shall modify any of the rights or obligations of the Trustee without its written consent. In executing or accepting any Supplemental Indenture, the Trustee shall be fully protected in relying upon an opinion of nationally recognized bond counsel engaged by the Trustee and addressed and delivered to the Trustee stating that (a) the execution of such Supplemental Indenture is permitted by and in compliance with this Indenture, (b) the execution and delivery of will not adversely affect the exclusion from federal gross income of the interest on the Bonds, and (c) such Supplemental Indenture will, upon the execution and delivery thereof, to be a valid and binding obligation of the City.

ARTICLE XI
DEFAULT AND REMEDIES

Section 11.1. Events of Default.

Each of the following occurrences or events shall be and is hereby declared to be an "Event of Default," to wit:

- (i) The failure of the City to deposit the Pledged Revenues to the Pledged Revenue Fund;
- (ii) The failure of the City to enforce the collection of the Improvement Area #1 Assessments including the prosecution of foreclosure proceedings;
- (iii) The failure to make payment of the principal of or interest on any of the Bonds when the same becomes due and payable; and
- (iv) Default in the performance or observance of any other covenant, agreement or obligation of the City under this Indenture and the continuation thereof for a period of ninety (90) days after written notice to the City by the Trustee, or by the

Owners of a Quarter in Interest of the Bonds with a copy to the Trustee, specifying such default and requesting that the failure be remedied.

Section 11.2. Immediate Remedies for Default.

(a) Subject to Article VIII, upon the happening and continuance of any one or more of the Events of Default described in Section 11.1, the Trustee may, and at the written direction of the Owners of a Quarter in Interest of the Bonds and its receipt of indemnity satisfactory to it shall, proceed against the City for the purpose of protecting and enforcing the rights of the Owners under this Indenture, by action seeking mandamus or by other suit, action, or special proceeding in equity or at law, in any court of competent jurisdiction, for any relief to the extent permitted by this Indenture or by Applicable Laws, including, but not limited to, the specific performance of any covenant or agreement contained herein, or injunction; provided, however, that any action for money damages against the City shall be limited in recovery to the assets of the Trust Estate, including the Pledged Revenues and Pledged Funds. The Trustee retains the right to obtain the advice of counsel in its exercise of remedies for default.

(b) THE PRINCIPAL OF THE BONDS SHALL NOT BE SUBJECT TO ACCELERATION UNDER ANY CIRCUMSTANCES.

(c) If the assets of the Trust Estate are sufficient to pay all amounts due with respect to all Outstanding Bonds, in the selection of Trust Estate assets to be used in the payment of Bonds due under this Article, the City shall determine, in its absolute discretion, and shall instruct the Trustee by City Certificate, which Trust Estate assets shall be applied to such payment and shall not be liable to any Owner or other Person by reason of such selection and application. In the event that the City shall fail to deliver to the Trustee such City Certificate, the Trustee shall select and liquidate or sell Trust Estate assets as provided in the following paragraph, and shall not be liable to any Owner, or other Person, or the City by reason of such selection, liquidation or sale. The Trustee shall have no liability for its selection of Trust Estate assets to liquidate or sell.

(d) Whenever moneys are to be applied pursuant to this Article XI, irrespective of and whether other remedies authorized under this Indenture shall have been pursued in whole or in part, the Trustee may cause any or all of the assets of the Trust Estate, including Investment Securities, to be sold. The Trustee may so sell the assets of the Trust Estate and all right, title, interest, claim and demand thereto and the right of redemption thereof, in one or more parts, at any such place or places, and at such time or times and upon such notice and terms as the Trustee may deem appropriate and as may be required by law and apply the proceeds thereof in accordance with the provisions of this Section. Upon such sale, the Trustee may make and deliver to the purchaser or purchasers a good and sufficient assignment or conveyance for the same, which sale shall be a perpetual bar both at law and in equity against the City, and all other Persons claiming such properties. No purchaser at any sale shall be bound to see to the application of the purchase money proceeds thereof or to inquire as to the authorization, necessity, expediency, or regularity of any such sale. Nevertheless, if so requested by the Trustee, the City shall ratify and confirm any sale or sales by executing and delivering to the Trustee or to such purchaser or purchasers all such instruments as may be necessary or, in the judgment of the Trustee, proper for the purpose which may be designated in such request.

Section 11.3. Restriction on Owner's Action.

(a) No Owner shall have any right to institute any action, suit or proceeding at law or in equity for the enforcement of this Indenture or for the execution of any trust thereof or any other remedy hereunder, unless (i) a default has occurred and is continuing of which the Trustee has been notified in writing, (ii) such default has become an Event of Default and the Owners of a Quarter in Interest of the Bonds then Outstanding have made written request to the Trustee and offered it reasonable opportunity either to proceed to exercise the powers hereinbefore granted or to institute such action, suit or proceeding in its own name, (iii) the Owners have furnished to the Trustee indemnity as provided in Section 9.2 herein, (iv) the Trustee has for sixty (60) days after such notice failed or refused to exercise the powers hereinbefore granted, or to institute such action, suit, or proceeding in its own name, (v) no written direction inconsistent with such written request has been given to the Trustee during such 60-day period by the Owners of a majority of the aggregate principal amount of the Bonds then Outstanding, and (vi) notice of such action, suit, or proceeding is given to the Trustee in writing; however, all proceedings at law or in equity shall be instituted and maintained in the manner provided herein and for the equal benefit of the Owners of all Bonds then Outstanding. The notification, request and furnishing of indemnity set forth above shall, at the option of the Trustee as advised by counsel, be conditions precedent to the execution of the powers and trusts of this Indenture and to any action or cause of action for the enforcement of this Indenture or for any other remedy hereunder.

b) Subject to Article VIII, nothing in this Indenture shall affect or impair the right of any Owner to enforce payment of any Bond at and after the maturity thereof, or on the date fixed for redemption or the obligation of the City to pay each Bond issued hereunder to the respective Owners thereof at the time and place, from the source and in the manner expressed herein and in the Bonds.

(c) In case the Trustee or any Owners shall have proceeded to enforce any right under this Indenture and such proceedings shall have been discontinued or abandoned for any reason or shall have been determined adversely to the Trustee or any Owners, then and in every such case the City, the Trustee and the Owners shall be restored to their former positions and rights hereunder, and all rights, remedies and powers of the Trustee shall continue as if no such proceedings had been taken.

Section 11.4. Application of Revenues and Other Moneys After Default.

(a) All moneys, securities, funds and Pledged Revenues, Pledged Funds, or other assets of the Trust Estate and the income therefrom received by the Trustee pursuant to any right given or action taken under the provisions of this Article, together with all amounts held by the Trustee hereunder as part of the Trust Estate, shall, after payment of the cost and expenses of the proceedings resulting in the collection of such amounts, the expenses (including its counsel fees, costs, and expenses), liabilities, and advances incurred or made by the Trustee and the fees of the Trustee in carrying out this Indenture, during the continuance of an Event of Default, notwithstanding Section 11.2 hereof, be applied by the Trustee, on behalf of the City, to the payment of interest and principal or Redemption Price then due on Bonds, as follows:

FIRST: To the payment to the Owners entitled thereto all installments of interest then due in the direct order of maturity of such installments, and, if the amount available shall not be sufficient to pay in full any installment, then to the payment thereof ratably, according to the amounts due on such installment, to the Owners entitled thereto, without any discrimination or preference; and

SECOND: To the payment to the Owners entitled thereto of the unpaid principal of Outstanding Bonds, or Redemption Price of any Bonds which shall have become due, whether at maturity or by call for redemption, in the direct order of their due dates and, if the amounts available shall not be sufficient to pay in full all the Bonds due on any date, then to the payment thereof ratably, according to the amounts of principal or Redemption Price due and to the Owners entitled thereto, without any discrimination or preference.

Within ten (10) days of receipt of such good and available funds, the Trustee may fix a record and payment date for any payment to be made to Owners pursuant to this Section 11.4.

(b) In the event funds are not adequate to cure any of the Events of Default described in Section 11.1, the available funds shall be allocated to the Bonds that are Outstanding in proportion to the quantity of Bonds that are currently due and in default under the terms of this Indenture.

(c) The restoration of the City to its prior position after any and all defaults have been cured, as provided in Section 11.3, shall not extend to or affect any subsequent default under this Indenture or impair any right consequent thereon.

Section 11.5. Effect of Waiver.

No delay or omission of the Trustee, or any Owner, to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein; and every power and remedy given to the Trustee or the Owners, respectively, may be exercised from time to time and as often as may be deemed expedient.

The Trustee may and, if previously directed in writing by Owners of a Quarter in Interest of the Bonds then Outstanding, shall waive any Event of Default hereunder and its consequences and rescind any declaration of maturity of principal of and interest, if any, on the Bonds.

Section 11.6. Evidence of Ownership of Bonds.

(a) Any request, consent, revocation of consent or other instrument which this Indenture may require or permit to be signed and executed by the Owners of Bonds may be in one or more instruments of similar tenor and shall be signed or executed by such Owners in person or by their attorneys duly appointed in writing. Proof of the execution of any such instrument, or of any instrument appointing any such attorney, or the holding by any Person of the Bonds shall be sufficient for any purpose of this Indenture (except as otherwise herein expressly provided) if made in the following manner:

(i) The fact and date of the execution of such instruments by any Owner of Bonds or the duly appointed attorney authorized to act on behalf of such Owner may be provided by a guarantee of the signature thereon by a bank or trust company or by the certificate of any notary public or other officer authorized to take acknowledgments of deeds, that the Person signing such request or other instrument acknowledged to him the execution thereof, or by an affidavit of a witness of such execution, duly sworn to before such notary public or other officer. Where such execution is by an officer of a corporation or association or a member of a partnership, on behalf of such corporation, association or partnership, such signature guarantee, certificate, or affidavit shall also constitute sufficient proof of his authority.

(ii) The ownership of Bonds and the amount, numbers and other identification and date of holding the same shall be proved by the Register.

(b) Except as otherwise provided in this Indenture with respect to revocation of a consent, any request or consent by an Owner of Bonds shall bind all future Owners of the same Bonds in respect of anything done or suffered to be done by the City or the Trustee in accordance therewith.

Section 11.7. No Acceleration.

In the event of the occurrence of an Event of Default under Section 11.1 hereof, the right of acceleration of any Stated Maturity is not granted as a remedy hereunder and the right of acceleration under this Indenture is expressly denied.

Section 11.8. Mailing of Notice.

Any provision in this Article for the mailing of a notice or other document to Owners shall be fully complied with if it is mailed, first class postage prepaid, only to each Owner at the address appearing upon the Register.

Section 11.9. Exclusion of Bonds.

Bonds owned or held by or for the account of the City shall be promptly delivered to the Trustee and cancelled. Such Bonds will not be deemed Outstanding for any purpose, including without limitation, the purpose of consent or other action or any calculation of Outstanding Bonds provided for in this Indenture, and the City shall not be entitled with respect to such Bonds to give any consent or take any other action provided for in this Indenture.

Section 11.10. Remedies Not Exclusive.

No remedy herein conferred upon or reserved to the Trustee or to the Owners is intended to be exclusive of any other remedy and each and every such remedy shall be cumulative and shall be in addition to any other remedy given hereunder or now or hereafter existing at law or in equity, by statute or by contract.

Section 11.11. Direction by Owners.

Anything herein to the contrary notwithstanding, the Owners of a Quarter in Interest of the Bonds shall have the right by an instrument in writing executed and delivered to the Trustee, to direct the choice of remedies and the time, method and place of conducting any proceeding for any remedy available to the Trustee hereunder, under each Supplemental Indenture or otherwise, or exercising any trust or power conferred upon the Trustee, including the power to direct or withhold directions with respect to any remedy available to the Trustee or the Owners, provided, (i) such direction shall not be otherwise than in accordance with law and the provisions hereof, (ii) that the Trustee may take any other action deemed proper by the Trustee which is not inconsistent with such direction, (iii) that the Trustee may still require satisfactory indemnity prior to taking such action, and (iv) that the Trustee shall have the right to decline to follow any such direction which in the opinion of the Trustee would be unjustly prejudicial to Owners not parties to such direction.

ARTICLE XII GENERAL COVENANTS AND REPRESENTATIONS

Section 12.1 Representations as to Trust Estate.

(a) The City represents and warrants that it is authorized by Applicable Laws to authorize and issue the Bonds, to execute and deliver this Indenture and to pledge the Trust Estate in the manner and to the extent provided in this Indenture, and that the Trust Estate are and will be and remain free and clear of any pledge, lien, charge, or encumbrance thereon or with respect thereto prior to, or of equal rank with, the pledge and lien created in or authorized by this Indenture except as expressly provided herein.

(b) The City shall at all times, to the extent permitted by Applicable Laws, defend, preserve and protect the pledge of the Trust Estate and all the rights of the Owners and the Trustee, under this Indenture against all claims and demands of all Persons whomsoever.

(c) The City will take all steps reasonably necessary and appropriate and will direct the Trustee to take all steps reasonably necessary and appropriate, to collect all delinquencies in the collection of the Improvement Area #1 Assessments and any other amounts pledged to the payment of the Bonds to the fullest extent permitted by the PID Act and other Applicable Laws.

(d) To the extent permitted by law, statements for the Annual Installments shall be sent by, or on behalf of the City, to the affected property owners on the same statement or such other mechanism that is used by the City, so that such Annual Installments are collected simultaneously with ad valorem taxes and shall be subject to the same penalties, procedures, and foreclosure sale in case of delinquencies as are provided for ad valorem taxes of the City.

Section 12.2. General.

The City shall do and perform or cause to be done and performed all acts and things required to be done or performed by or on behalf of the City under the provisions of this Indenture.

Section 12.3. Certifications Regarding Texas Government Code.

(a) This Agreement has a value of less than \$100,000 for purposes of Sections 2271.002 and 2274.002, Texas Government Code.

(b) The Trustee represents that, neither the Trustee, nor any parent company, wholly- or majority-owned subsidiaries or affiliates of the same, if any, are companies 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/publications/divestment.php>

(c) The foregoing representation is made solely to enable the City to comply with Section 2252.152, Texas Government Code, and to the extent such Section does not contravene applicable Federal and Texas law and excludes the Trustee and each parent company, wholly- or majority-owned subsidiaries, and other affiliates of the same, 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 Trustee understands "affiliate" to mean any entity that controls, is controlled by, or is under common control with the Trustee and exists to make a profit.

ARTICLE XIII
SPECIAL COVENANTS

Section 13.1. Further Assurances; Due Performance.

(a) At any and all times the City will duly execute, acknowledge and deliver, or will cause to be done, executed and delivered, all and every such further acts, conveyances, transfers, and assurances in a manner as the Trustee shall reasonably require for better conveying, transferring, pledging, and confirming unto the Trustee, all and singular, the revenues, Funds, Accounts and properties constituting the Pledged Funds, and the Trust Estate hereby transferred and pledged, or intended so to be transferred and pledged.

(b) The City will duly and punctually keep, observe, and perform each and every term, covenant and condition on its part to be kept, observed and performed, contained in this Indenture.

Section 13.2 Additional Obligations or Other Liens; Refunding Bonds

(a) The City reserves the right, subject to the provisions contained in this Section 13.2, to issue Additional Obligations under other indentures, assessment ordinances, or similar

agreements or other obligations which do not constitute or create a lien on any portion of the Trust Estate and are not payable from any portion of the Trust Estate.

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

(c) Additionally, the City has reserved the right to issue bonds or other obligations secured by and payable from Pledged Revenues so long as such pledge is subordinate to the pledge of Pledged Revenues securing payment of the Bonds.

Section 13.3. Books of Record.

(a) The City shall cause to be kept full and proper books of record and accounts, in which full, true and proper entries will be made of all dealing, business and affairs of the City, which relate to the Pledged Revenues, the Pledged Funds, and the Bonds.

(b) The Trustee shall have no responsibility with respect to the financial and other information received by it pursuant to this Section 13.3 except to receive and retain same, subject to the Trustee's document retention policies, and to distribute the same in accordance with the provisions of this Indenture. Specifically, but without limitation, the Trustee shall have no duty to review such information, is not considered to have notice of the contents of such information or a default based on such contents and has no duty to verify the accuracy of such information.

ARTICLE XIV PAYMENT AND CANCELLATION OF THE BONDS AND SATISFACTION OF THE INDENTURE

Section 14.1. Trust Irrevocable.

The trust created by the terms and provisions of this Indenture is irrevocable until the Bonds secured hereby are fully paid or provision is made for their payment as provided in this Article.

Section 14.2. Satisfaction of Indenture.

If the City shall pay or cause to be paid, or there shall otherwise be paid to the Owners, principal of and interest on all of the Bonds, at the times and in the manner stipulated in this Indenture, and all amounts due and owing with respect to the Bonds have been paid or provided for, then the pledge of the Trust Estate and all covenants, agreements, and other obligations of the City to the Owners of such Bonds, shall thereupon cease, terminate, and become void and be

discharged and satisfied. In such event, the Trustee shall execute and deliver to the City copies of all such documents as it may have evidencing that principal of and interest on all of the Bonds has been paid so that the City may determine if the Indenture is satisfied; if so, the Trustee shall pay over or deliver all moneys held by it in the Funds and Accounts held hereunder to the Person entitled to receive such amounts, or, if no Person is entitled to receive such amounts, then to the City.

Section 14.3. Bonds Deemed Paid.

All Outstanding Bonds shall prior to the Stated Maturity or redemption date thereof be deemed to have been paid and to no longer be deemed Outstanding if (i) in case any such Bonds are to be redeemed on any date prior to their Stated Maturity, the Trustee shall have given notice of redemption on said date as provided herein, (ii) there shall have been deposited with the Trustee either moneys in an amount which shall be sufficient, or Defeasance Securities the principal of and the interest on which when due will provide moneys which, together with any moneys deposited with the Trustee at the same time, shall be sufficient to pay when due the principal of and interest on of the Bonds to become due on such Bonds on and prior to the redemption date or maturity date thereof, as the case may be, (iii) the Trustee shall have received a report by an independent certified public accountant selected by the City verifying the sufficiency of the moneys or Defeasance Securities deposited with the Trustee to pay when due the principal of and interest on of the Bonds to become due on such Bonds on and prior to the redemption date or maturity date thereof, as the case may be, (iv) if the Bonds are then rated, the Trustee shall have received written confirmation from each Rating Agency that such deposit will not result in the reduction or withdrawal of the rating on the Bonds, and (v) the Trustee shall have received an opinion of Bond Counsel to the effect that (A) any Bond having been deemed to have been paid as provided in this Section is no longer Outstanding hereunder and is no longer secured by or entitled to the benefits of this Indenture, (B) such defeasance is in accordance with the terms hereof and (C) such defeasance will not adversely affect the exclusion of interest on such Bond from gross income for purposes of federal income taxation. Neither Defeasance Securities nor moneys deposited with the Trustee pursuant to this Section nor principal or interest payments on any such Defeasance Securities shall be withdrawn or used for any purpose other than, and shall be held in trust for, the payment of the principal of and interest on the Bonds. Any cash received from such principal of and interest on such Defeasance Securities deposited with the Trustee, if not then needed for such purpose, shall be reinvested in Defeasance Securities as directed in writing by the City maturing at times and in amounts sufficient to pay when due the principal of and interest on the Bonds on and prior to such redemption date or maturity date thereof, as the case may be. Any payment for Defeasance Securities purchased for the purpose of reinvesting cash as aforesaid shall be made only against delivery of such Defeasance Securities.

ARTICLE XV MISCELLANEOUS

Section 15.1. Benefits of Indenture Limited to Parties.

Nothing in this Indenture, expressed or implied, is intended to give to any Person other than the City, the Trustee, and the Owners, any right, remedy, or claim under or by reason of this

Indenture. Any covenants, stipulations, promises or agreements in this Indenture by and on behalf of the City shall be for the sole and exclusive benefit of the Owners and the Trustee.

Section 15.2. Successor is Deemed Included in All References to Predecessor.

Whenever in this Indenture or any Supplemental Indenture either the City or the Trustee is named or referred to, such reference shall be deemed to include the successors or assigns thereof, and all the covenants and agreements in this Indenture contained by or on behalf of the City or the Trustee shall bind and inure to the benefit of the respective successors and assigns thereof whether so expressed or not.

Section 15.3. Execution of Documents and Proof of Ownership by Owners.

Any request, declaration, or other instrument which this Indenture may require or permit to be executed by Owners may be in one or more instruments of similar tenor and shall be executed by Owners in person or by their attorneys duly appointed in writing.

Except as otherwise herein expressly provided, the fact and date of the execution by any Owner or his attorney of such request, declaration, or other instrument, or of such writing appointing such attorney, may be proved by the certificate of any notary public or other officer authorized to take acknowledgments of deeds to be recorded in the state in which he purports to act, that the Person signing such request, declaration, or other instrument or writing acknowledged to him the execution thereof, or by an affidavit of a witness of such execution, duly sworn to before such notary public or other officer.

Except as otherwise herein expressly provided, the ownership of registered Bonds and the amount, maturity, number, and date of holding the same shall be proved by the Register.

Any request, declaration or other instrument or writing of the Owner of any Bond shall bind all future Owners of such Bond in respect of anything done or suffered to be done by the City or the Trustee in good faith and in accordance therewith.

Section 15.4. Waiver of Personal Liability.

No member, officer, agent, or employee of the City shall be individually or personally liable for the payment of the principal of, or interest or any premium on, the Bonds; but nothing herein contained shall relieve any such member, officer, agent, or employee from the performance of any official duty provided by law.

Section 15.5. Notices to and Demands on City and Trustee.

(a) Except as otherwise expressly provided in this Indenture, all notices or other instruments required or permitted under this Indenture, including any City Certificate, shall be in writing and shall be delivered by hand, mailed by first class mail, postage prepaid, or transmitted by facsimile or e-mail and addressed as follows:

If to the City:

City of Kyle, Texas
100 W. Center Street

Kyle, Texas 78640
Attn: City Manager
Email: ssellers@cityofkyle.com
Telephone: 512.262.3923

With copy to:

The Knight Law Firm, LLP
Attn: Veronica Rivera, City Attorney
223 West Anderson Lane, Suite A-105
Austin, Texas 78752
Fax No.: 512.922.3004
Email: vrivera@cityattorneytexas.com

If to the Trustee
or the Paying Agent/Registrar:

BOKF, NA
Attn: Rosalyn Davis
1401 McKinney, Suite 1000
Houston, Texas 77010
Fax No.: 713.354.0279
Email: Rosalyn.Davis@bokf.com

Any such notice, demand, or request may also be transmitted to the appropriate party by telephone and shall be deemed to be properly given or made at the time of such transmission if, and only if, such transmission of notice shall be confirmed in writing and sent as specified above.

Any of such addresses may be changed at any time upon written notice of such change given to the other party by the party effecting the change. Notices and consents given by mail in accordance with this Section shall be deemed to have been given five Business Days after the date of dispatch; notices and consents given by any other means shall be deemed to have been given when received.

(b) The Trustee shall mail to each Owner of a Bond notice of (i) any substitution of the Trustee; or (ii) the redemption or defeasance of all Bonds Outstanding.

(c) The Trustee agrees to accept and act upon instructions or directions pursuant to this Indenture sent by unsecured e-mail, facsimile transmission, or other similar unsecured electronic methods; provided, however, that the City shall provide to the Trustee an incumbency certificate listing designated persons authorized to provide such instructions, which incumbency certificate shall be amended whenever a person is to be added or deleted from the listing. If the City elects to give the Trustee e-mail or facsimile instructions (or instructions by a similar electronic method), the Trustee's understanding of such instructions shall be deemed controlling. The Trustee shall not be liable for any losses, costs or expenses arising directly or indirectly from the Trustee's reliance upon and compliance with such instructions notwithstanding such instructions conflict or are inconsistent with a subsequent written instruction. The City agrees to assume all risks arising out of the use of such electronic methods to submit instructions and directions to the Trustee, including without limitation the risk of the Trustee acting on unauthorized instructions, and the risk of interception and misuse by third parties.

(d) The parties agree that the transaction described herein may be conducted and related documents may be stored by electronic means. Copies, telecopies, facsimiles, electronic files, and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action, or suit in the appropriate court of law.

Section 15.6. Partial Invalidity.

If any Section, paragraph, sentence, clause, or phrase of this Indenture shall for any reason be held illegal or unenforceable, such holding shall not affect the validity of the remaining portions of this Indenture. The City hereby declares that it would have adopted this Indenture and each and every other Section, paragraph, sentence, clause, or phrase hereof and authorized the issue of the Bonds pursuant thereto irrespective of the fact that any one or more Sections, paragraphs, sentences, clauses, or phrases of this Indenture may be held illegal, invalid, or unenforceable.

Section 15.7. Applicable Laws.

This Indenture shall be governed by and enforced in accordance with the laws of the State of Texas applicable to contracts made and performed in the State of Texas.

Section 15.8. Counterparts.

This Indenture may be executed in counterparts, each of which shall be deemed an original.

[remainder of page left blank intentionally]

IN WITNESS WHEREOF, the City and the Trustee have caused this Indenture of Trust to be executed all as of the date hereof.

CITY OF KYLE, TEXAS

By: _____
Mayor

Attest:

City Secretary

[CITY SEAL]

BOKF, NA,
as Trustee

By: _____
Authorized Officer

EXHIBIT A

(a) Form of Bond.

NEITHER THE FAITH AND CREDIT NOR THE TAXING POWER OF THE STATE OF TEXAS, THE CITY, OR ANY OTHER POLITICAL CORPORATION, SUBDIVISION OR AGENCY THEREOF, IS PLEDGED TO THE PAYMENT OF THE PRINCIPAL OF OR INTEREST ON THIS BOND.

REGISTERED

REGISTERED

No. _____

\$ _____

United States of America
State of Texas

CITY OF KYLE, TEXAS
SPECIAL ASSESSMENT REVENUE BOND, SERIES 2022
(PLUM CREEK NORTH PUBLIC IMPROVEMENT DISTRICT
IMPROVEMENT AREA #1 PROJECT)

<u>INTEREST RATE</u>	<u>MATURITY DATE</u>	<u>DATE OF DELIVERY</u>	<u>CUSIP NUMBER</u>
_____ %	September 1, 20____	_____	_____

The City of Kyle, Texas (the “City”), for value received, hereby promises to pay, solely from the Trust Estate, to

or registered assigns, on the Maturity Date, as specified above, the sum of

_____ DOLLARS

unless this Bond shall have been sooner called for redemption and the payment of the principal hereof shall have been paid or provision for such payment shall have been made, and to pay interest on the unpaid principal amount hereof from the later of the Date of Delivery, as specified above, or the most recent Interest Payment Date to which interest has been paid or provided for until such principal amount shall have been paid or provided for, at the per annum rate of interest specified above, computed on the basis of a 360-day year of twelve 30-day months, such interest to be paid

semiannually on March 1 and September 1 of each year, commencing September 1, 2022, until maturity or prior redemption.

Capitalized terms appearing herein that are defined terms in the Indenture defined below, have the meanings assigned to them in the Indenture. Reference is made to the Indenture for such definitions and for all other purposes.

The principal of this Bond shall be payable without exchange or collection charges in lawful money of the United States of America upon presentation and surrender of this Bond at the corporate trust office in Houston, Texas (the “*Designated Payment/Transfer Office*”), of BOKF, NA, as trustee and paying agent/registrar (the “*Trustee*”, which term includes any successor trustee under the Indenture), or, with respect to a successor trustee and paying agent/registrar, at the Designated Payment/Transfer Office of such successor. Interest on this Bond is payable by check dated as of the Interest Payment Date, mailed by the Trustee to the registered owner at the address shown on the registration books kept by the Trustee or by such other customary banking arrangements acceptable to the Trustee, requested by, and at the risk and expense of, the Person to whom interest is to be paid. For the purpose of the payment of interest on this Bond, the registered owner shall be the Person in whose name this Bond is registered at the close of business on the “*Record Date*,” which shall be the fifteenth day of the month next preceding such Interest Payment Date; provided, however, that in the event of nonpayment of interest on a scheduled Interest Payment Date, that continues for 30 days or more thereafter, a new record date for such interest payment (a “*Special Record Date*”) will be established by the Trustee, if and when funds for the payment of such interest have been received from the City. Notice of the Special Record Date and of the scheduled payment date of the past due interest (the “*Special Payment Date*,” which shall be 15 days after the Special Record Date) shall be sent at least five Business Days prior to the Special Record Date by United States mail, first class postage prepaid, to the address of each Owner of a Bond appearing on the books of the Trustee at the close of business on the last Business Day preceding the date of mailing such notice.

If a date for the payment of the principal of or interest on the Bonds is a Saturday, Sunday, legal holiday, or a day on which banking institutions in the city in which the Designated Payment/Transfer Office is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding Business Day, and payment on such date shall have the same force and effect as if made on the original date payment was due.

This Bond is one of a duly authorized issue of assessment revenue bonds of the City having the designation specified in its title (herein referred to as the “*Bonds*”), dated April 14, 2022 and issued in the aggregate principal amount of \$_____,000 and issued, with the limitations described herein, pursuant to an Indenture of Trust, dated as of March 15, 2022 (the “*Indenture*”), by and between the City and the Trustee, to which Indenture reference is hereby made for a description of the amounts thereby pledged and assigned, the nature and extent of the lien and security, the respective rights thereunder to the holders of the Bonds, the Trustee, and the City, and the terms upon which the Bonds are, and are to be, authenticated and delivered and by this reference to the terms of which each holder of this Bond hereby consents. All Bonds issued under the Indenture are equally and ratably secured by the amounts thereby pledged and assigned. The Bonds are being issued for the purposes of (i) paying a portion of the Actual Costs of the Improvement Area #1 Projects, (ii) paying capitalized interest on the Bonds during and after the period of acquisition and construction of the Improvement Area #1 Projects, (iii) funding a reserve

account for payment of principal and interest on the Bonds, (iv) paying a portion of the Actual Costs incidental to the organization and administration of the District, and (v) paying costs of issuance of the Bonds.

The Bonds are special, limited obligations of the City payable solely from the Trust Estate as defined in the Indenture. Reference is hereby made to the Indenture, copies of which are on file with and available upon request from the Trustee, for the provisions, among others, with respect to the nature and extent of the duties and obligations of the City, the Trustee, and the Owners. The Owner of this Bond, by the acceptance hereof, is deemed to have agreed and consented to the terms, conditions and provisions of the Indenture.

Notwithstanding any provision hereof, the Indenture may be released and the obligation of the City to make money available to pay this Bond may be defeased by the deposit of money and/or certain direct or indirect Defeasance Securities sufficient for such purpose as described in the Indenture.

The Bonds are issuable as fully registered bonds only in Authorized Denominations, subject to the provisions of the Indenture authorizing redemption in Authorized Denominations.

The Bonds are subject to mandatory sinking fund redemption prior to their respective Stated Maturities and will be redeemed by the City in part at a price equal to 100% of the principal amount thereof, or portions thereof, to be redeemed plus accrued interest thereon to the date set for redemption from moneys available for such purpose in the Principal and Interest Account of the Bond Fund pursuant to Article VI of the Indenture, on the dates and in the Sinking Fund Installment amounts as set forth in the following schedule:

[insert sinking fund installment schedule from Sec. 4.2]

At least 45 days prior to each mandatory sinking fund redemption date, and subject to any prior reduction authorized by Section 4.2 of the Indenture, the Trustee shall select for redemption by lot, or in any manner as Trustee shall deem fair, a principal amount of Bonds of such maturity equal to the Sinking Fund Installments of such Bonds to be redeemed, shall call such Bonds for redemption on such scheduled mandatory sinking fund redemption date, and shall give notice of such redemption, as provided in Section 4.6 of the Indenture.

The principal amount of Bonds of a Stated Maturity required to be redeemed on any mandatory sinking fund redemption date shall be reduced, at the option of the City, by the principal amount of any Bonds of such maturity which, at least 45 days prior to the mandatory sinking fund redemption date shall have been acquired by the City at a price not exceeding the principal amount of such Bonds plus accrued and unpaid interest to the date of purchase thereof, and delivered to the Trustee for cancellation.

The principal amount of Bonds required to be redeemed on any mandatory sinking fund redemption date pursuant to Section 4.2(a) of the Indenture shall be reduced on a pro rata basis among Sinking Fund Installments by the principal amount of any Bonds which, at least forty-five (45) days prior to the mandatory sinking fund redemption date, shall have been redeemed pursuant

to the optional redemption or extraordinary optional redemption provisions hereof and not previously credited to a mandatory sinking fund redemption.

The City reserves the right and option to redeem the Bonds before their scheduled maturity dates, in whole or in part, in amounts equal to Authorized Denominations, on or after September 1, 20____, such redemption date or dates to be fixed by the City, at 100% of the principal amount of such Bonds, or portions thereof, to be redeemed plus accrued interest to the date of redemption.

Bonds are subject to extraordinary optional redemption prior to maturity in whole or in part, on the first day of any month, at a Redemption Price equal to at 100% of the principal amount of such Bonds called for redemption, or portions thereof, to be redeemed plus accrued interest to the date of redemption from amounts on deposit in the Redemption Fund as a result of Prepayments, other transfers to the Redemption Fund pursuant to the Indenture, or as a result of unexpended amounts transferred from the Project Fund as provided in the Indenture.

If less than all of the Bonds are to be redeemed pursuant to Section 4.2, 4.3, or 4.4 of the Indenture, Bonds shall be redeemed in minimum principal amounts of \$1,000 or any integral thereof. Each Bond shall be treated as representing the number of Bonds that is obtained by dividing the principal amount of such Bond by \$1,000. No redemption shall result in a Bond in a denomination of less than the Authorized Denomination in effect at that time; provided, however, if the amount of the Outstanding Bond is less than an Authorized Denomination after giving effect to such partial redemption, a Bond in the principal amount equal to the unredeemed portion, but not less than \$1,000, may be issued.

In selecting the Bonds to be redeemed pursuant to Section 4.2 of the Indenture, the Trustee may select Bonds in any method that results in a random selection.

In selecting the Bonds to be redeemed pursuant to Section 4.3 of the Indenture, the Trustee may rely on the directions provided in a City Certificate.

If less than all of the Bonds are called for extraordinary optional redemption pursuant to Section 4.4 of the Indenture, the Bonds or portion of a Bond, as applicable, to be redeemed shall be allocated on a pro rata basis (as nearly as practicable) among all Outstanding Bonds.

Upon surrender of any Bond for redemption in part, the Trustee in accordance with the Indenture, shall authenticate and deliver and exchange the Bond or Bonds in an aggregate principal amount equal to the unredeemed portion of the Bond so surrendered, which shall be an Authorized Denomination. A new Bond representing the unredeemed balance of such Bond shall be issued to the Owner thereof, such exchange being without charge. If any Bonds are to be redeemed and such redemption results in the unredeemed portion of a single Bond in an amount less than the Authorized Denomination, a Bond in the principal amount equal to the unredeemed portion, but not less than \$1,000, may be issued.

The Trustee shall give notice of any redemption of the Bonds by sending notice by first class United States mail, postage prepaid, not less than 30 days before the date fixed for redemption, to the Owner of each Bond (or part thereof) to be redeemed, at the address shown on the Register. The notice shall state the redemption date, the Redemption Price, the place at which the Bonds are to be surrendered for payment, and, if less than all the Bonds Outstanding are to be

redeemed, an identification of the Bonds or portions thereof to be redeemed. Any notice so given shall be conclusively presumed to have been duly given, whether or not the Owner receives such notice.

With respect to any optional redemption of the Bonds, unless the Trustee has received funds sufficient to pay the Redemption Price of the Bonds to be redeemed before giving of a notice of redemption, the notice may state the City may condition redemption on the receipt of such funds by the Trustee on or before the date fixed for the redemption, or on the satisfaction of any other prerequisites set forth in the notice of redemption. If a conditional notice of redemption is given and such prerequisites to the redemption and sufficient funds are not received, the notice shall be of no force and effect, the City shall not redeem the Bonds and the Trustee shall give notice, in the manner in which the notice of redemption was given, that the Bonds have not been redeemed.

The Indenture permits, with certain exceptions as therein provided, the amendment thereof and the modification of the rights and obligations of the City and the rights of the holders of Bonds under the Indenture at any time Outstanding affected by such modification. The Indenture also contains provisions permitting the holders of specified percentages in aggregate principal amount of the Bonds at the time Outstanding, on behalf of the holders of all the Bonds, to waive compliance by the City with certain past defaults under the Bond Ordinance or the Indenture and their consequences. Any such consent or waiver by the holder of this Bond or any predecessor Bond evidencing the same debt shall be conclusive and binding upon such holder and upon all future holders thereof and of any Bond issued upon the transfer thereof or in exchange therefor or in lieu thereof, whether or not notation of such consent or waiver is made upon this Bond.

As provided in the Indenture, this Bond is transferable upon surrender of this Bond for transfer at the Designated Payment/Transfer Office, with such endorsement or other evidence of transfer as is acceptable to the Paying Agent/Registrar, and upon delivery to the Paying Agent/Registrar of such certifications and/or opinion of counsel as may be required under the Indenture for the transfer of this Bond. Upon satisfaction of such requirements, one or more new fully registered Bonds of the same Stated Maturity, of Authorized Denominations, bearing the same rate of interest, and for the same aggregate principal amount will be issued to the designated transferee or transferees.

Neither the City nor the Trustee shall be required to issue, transfer, or exchange any Bond called for redemption where such redemption is scheduled to occur within 45 calendar days of the transfer or exchange date; provided, however, such limitation shall not be applicable to an exchange by the registered owner of the uncalled principal balance of a Bond.

The City, the Trustee, and any other Person may treat the Person in whose name this Bond is registered as the owner hereof for the purpose of receiving payment as herein provided (except interest shall be paid to the Person in whose name this Bond is registered on the Record Date or Special Record Date, as applicable) and for all other purposes, whether or not this Bond be overdue, and neither the City nor the Trustee shall be affected by notice to the contrary.

The City reserved the right to issue Refunding Bonds on the terms and conditions specified in the Indenture.

NEITHER THE FULL FAITH AND CREDIT NOR THE GENERAL TAXING POWER OF THE CITY OF KYLE, TEXAS, HAYS COUNTY, TEXAS, THE STATE OF TEXAS, OR ANY POLITICAL SUBDIVISION THEREOF, IS PLEDGED TO THE PAYMENT OF THE BONDS.

IT IS HEREBY CERTIFIED AND RECITED that the issuance of this Bond and the series of which it is a part is duly authorized by law; that all acts, conditions and things required to be done precedent to and in the issuance of the Bonds have been properly done and performed and have happened in regular and due time, form and manner, as required by law; and that the total indebtedness of the City, including the Bonds, does not exceed any Constitutional or statutory limitation.

IN WITNESS WHEREOF, the City Council of the City has caused this Bond to be executed under the official seal of the City.

Mayor, City of Kyle, Texas

City Secretary, City of Kyle, Texas

[City Seal]

(b) Form of Comptroller's Registration Certificate.

The following Registration Certificate of Comptroller of Public Accounts shall appear on the Initial Bond:

REGISTRATION CERTIFICATE OF
COMPTROLLER OF PUBLIC ACCOUNTS

OFFICE OF THE COMPTROLLER	§	
OF PUBLIC ACCOUNTS	§	REGISTER NO. _____
	§	
THE STATE OF TEXAS	§	

I HEREBY CERTIFY THAT there is on file and of record in my office an opinion to the effect that the Attorney General of the State of Texas has approved this Bond, and that this Bond has been registered this day by me.

WITNESS MY SIGNATURE AND SEAL OF OFFICE this _____.

Comptroller of Public Accounts
of the State of Texas

[SEAL]

(c) Form of Certificate of Trustee.

CERTIFICATE OF TRUSTEE

It is hereby certified that this is one of the Bonds of the series of Bonds referred to in the within mentioned Indenture.

BOKF, NA,
Houston, Texas, as Trustee

DATED: _____

By: _____
Authorized Signatory

(d) Form of Assignment.

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns, and transfers unto
(print or typewrite name, address, and zip code of transferee):

(Social Security or other identifying number: _____) the within Bond and all
rights hereunder and hereby irrevocably constitutes and appoints _____
attorney to transfer the within Bond on the books kept for registration hereof, with full power of
substitution in the premises.

Date: _____

Signature Guaranteed By:

NOTICE: The signature on this Assignment
must correspond with the name of the
registered owner as it appears on the face of
the within Bond in every particular and must
be guaranteed in a manner acceptable to the
Trustee

Authorized Signatory

(e) The Initial Bond shall be in the form set forth in paragraphs (a), (b), (d) and (e) of this Exhibit A, except for the following alterations:

(i) immediately under the name of the Bond the heading “INTEREST RATE” and “MATURITY DATE” shall both be completed with the expression “As Shown Below,” and the reference to the “CUSIP NUMBER” shall be deleted;

(ii) in the first paragraph of the Bond, the words “on the Maturity Date as specified above, the sum of _____ DOLLARS” shall be deleted and the following will be inserted: “on September 1 in each of the years, in the principal amounts and bearing interest at the per annum rates set forth in the following schedule:

<u>Year</u>	<u>Principal Amount</u>	<u>Interest Rate”</u>
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(Information to be inserted from Section 3.2(c) hereof); and

(iii) the Initial Bond shall be numbered T-1.

[City Letterhead]

Plum Creek North Public Improvement District

AMENDED AND RESTATED SERVICE AND ASSESSMENT PLAN
JANUARY 18, 2022



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INTRODUCTION

Capitalized terms used in this Amended and Restated Service and Assessment Plan shall have the meanings given to them in Section I unless otherwise defined in this Amended and Restated 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 Amended and Restated Service and Assessment Plan, or an Exhibit attached to and made a part of this Amended and Restated 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**.

On November 16, 2021 the City Council passed and approved Ordinance No. 1174 authorizing the levy of Assessments on Assessed Property.

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.

“Additional Interest Rate” means the 0.50% additional interest charged on Assessments securing PID Bonds, 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 Amended and Restated 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 Amended and Restated 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.

“Annual Service Plan Update” means an update to this Amended and Restated 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, 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.

“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 Amended and Restated 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.

“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 Amended and Restated 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, or in connection with any Annual Service Plan Update.

“Improvement Area #1 Bonds” mean those certain “City of Kyle, Texas, Special Assessment Revenue Bonds, Series 2022 (Plum Creek North Public Improvement District Improvement Area #1 Project)”, that are secured by Improvement Area #1 Assessments.

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

“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.

“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.

“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 Amended and Restated 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, or in connection with any Annual Service Plan Update.

“Major Improvement Area Bonds” mean those certain “City of Kyle, Texas, Special Assessment Revenue Bonds, Series 2022 (Plum Creek North Public Improvement District Major Improvement Area Project)”, that are secured by Major Improvement Area Assessments.

“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 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, to finance the Actual Costs of the Authorized Improvements, inclusive of the Improvement Area #1 Bonds and the Major Improvement Area Bonds.

“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 the original Service and Assessment Plan approved by City Council on November 16, 2021.

“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.

- *Capitalized Interest*

Equals the amount of capitalized interest available for payment of interest on PID Bonds, as reflected in an applicable Indenture.

- *Underwriter's Discount*

Equals a percentage of the par amount of a particular series of PID Bonds, and includes a fee for underwriter's counsel.

- *Cost of Issuance*

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, fees charged by the Texas Attorney General, and any other cost or expense directly associated with the issuance of PID Bonds.

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. 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.

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 \$21,581,684, 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 ($\geq \$21,581,684$) 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 \$2,779,193, 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 ($\geq \$2,779,193$) 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

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.

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 Amended and Restated 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 Amended and Restated 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. 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 Amended and Restated 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.

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 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. 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, 2023.

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 Amended and Restated 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 Amended and Restated 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 Amended and Restated 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 Amended and Restated 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 Amended and Restated Service and Assessment Plan.

C. Administration and Interpretation

The Administrator shall: (1) perform the obligations of the Administrator as set forth in this Amended and Restated 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 Amended and Restated Service and Assessment Plan. Interpretations of this Amended and Restated 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 Amended and Restated 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 Amended and Restated Service and Assessment Plan, or any future Annual Service Plan Updates. The executed ordinance, including any attachments, approving this Amended and Restated 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 Amended and Restated 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 963.99 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)

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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 5 of 4

THE STATE OF TEXAS

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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

Bowman Consulting | 3101 Bee Cave Road, Suite 100 | Austin, TX 78746 | P: 512.327.1180
TBPE Firm No. 14309 | TBPLS Firm No. 101205-00

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
FN1827(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°08'34" 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 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.

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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
FN1627(en)
Page 2 of 2

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

BOWMAN WORD FILE: FN1627(en)
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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 78748 | 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. 5549-01-001
FN1755(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 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 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 283.91 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 73.75 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 1.663 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 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 1.663 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 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 1.663 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 1.663 acre tract bears with the arc of a curve to the left, having a

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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
FN1755(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 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)
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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



John D. Bernard
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

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;

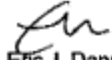
THENCE crossing the 983.99 acre tract, the following two (2) courses and distances:

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

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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



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

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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,

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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.

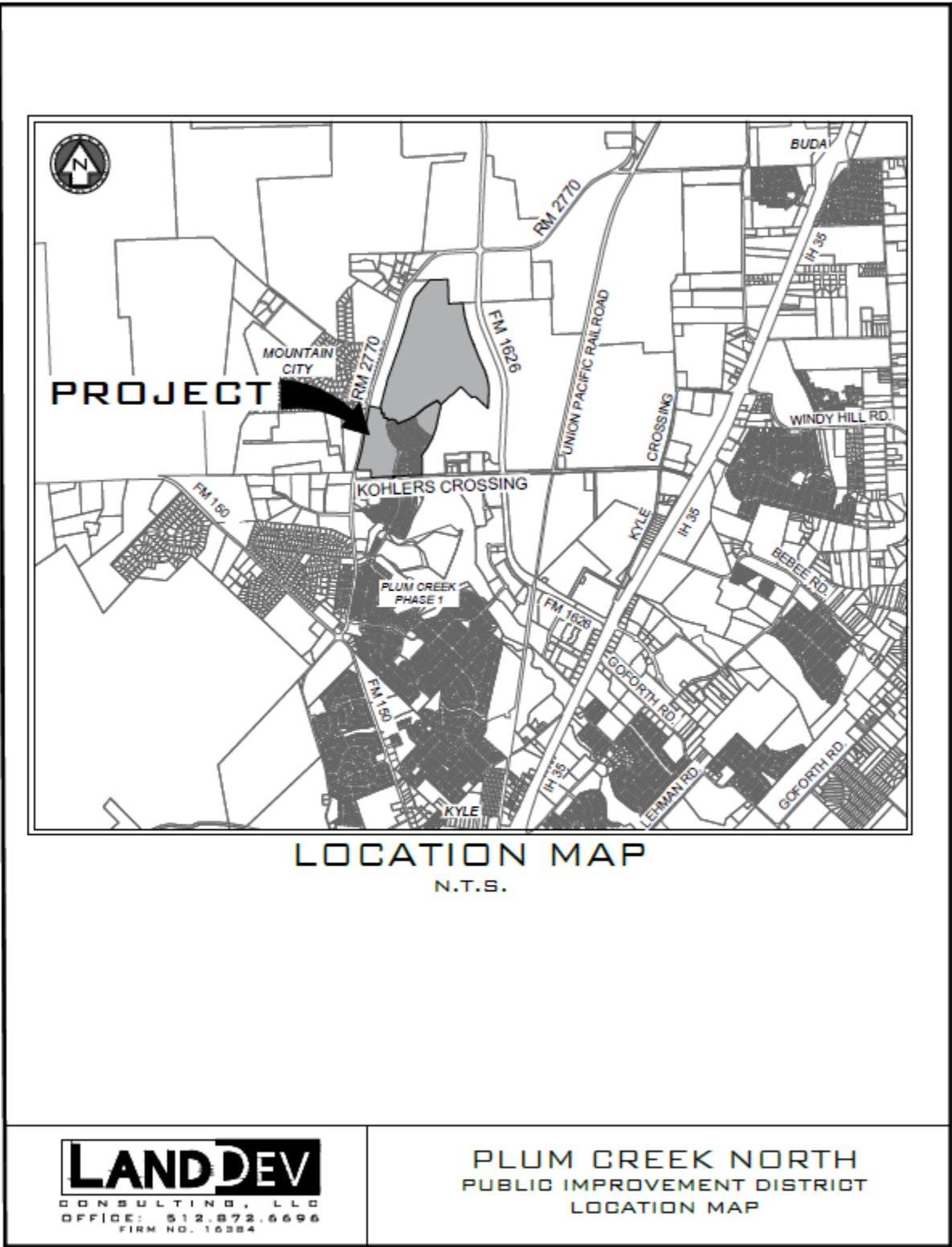
LANDDEV CONSULTING, LLC
5508 Highway 290 West, Suite 150
Austin, Texas 78735


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

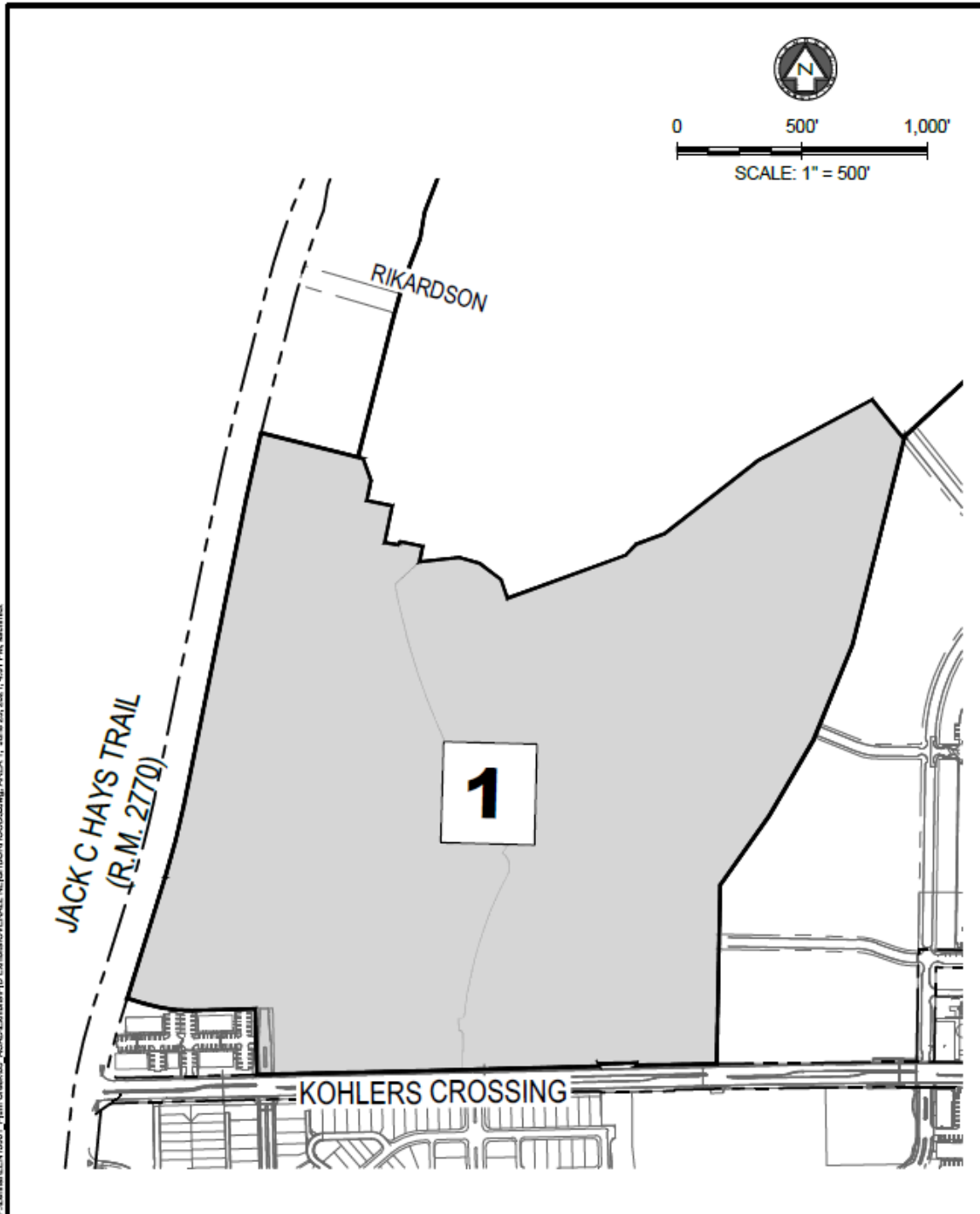
EXHIBIT B-1 – DISTRICT BOUNDARY MAP



LAND DEV
CONSULTING, LLC
OFFICE: 512.872.6696
FIRM NO. 16384

PLUM CREEK NORTH PUBLIC IMPROVEMENT DISTRICT LOCATION MAP

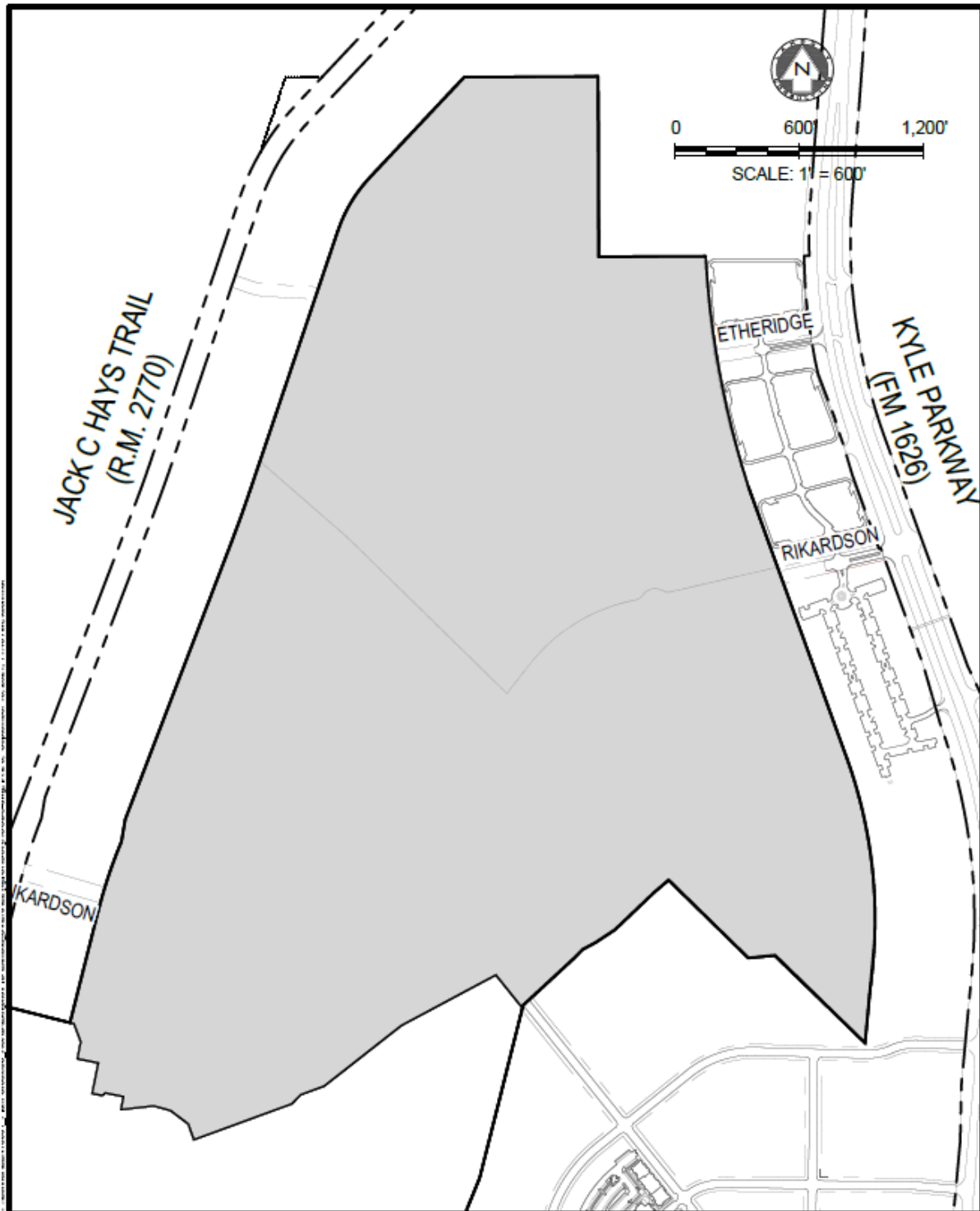
EXHIBIT B-2 – IMPROVEMENT AREA #1 BOUNDARY MAP



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

LDC
 TSP# NO: 10304 - TSP#S NO: 10194101
 5500 HIGHWAY 290 WEST, SUITE 100
 AUSTIN, TX 78735 512.872.6696
 LDCTEAMS.COM

EXHIBIT B-3 – MAJOR IMPROVEMENT AREA BOUNDARY MAP



PLUM CREEK PHASE 2
MAJOR IMPROVEMENT AREA
KYLE, HAYS COUNTY, TEXAS
SEPTEMBER, 2021

LDC
TS/PE NO: 10304 - TS/PLS NO: 10194101
5500 HIGHWAY 290 WEST, SUITE 150
AUSTIN, TX 78735 512.872.6686
LDCTEAMS.COM

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
	<u>\$ 3,113,251</u>	<u>\$ 1,017,364</u>	<u>\$ 2,095,887</u>
<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	-
	<u>\$ 19,332,968</u>	<u>\$ 19,332,968</u>	<u>\$ -</u>
<i>Bond Issuance Costs and District Formation Expenses</i>			
Debt Service Reserve Fund	\$ 714,213	\$ 484,313	\$ 229,900
Capitalized Interest	320,095	130,360	189,735
Underwriter Discount	273,450	191,550	81,900
Cost of Issuance	546,900	383,100	163,800
First Year Annual Collection Costs	60,000	42,030	17,970
	<u>\$ 1,914,658</u>	<u>\$ 1,231,353</u>	<u>\$ 683,305</u>
Total	\$ 24,360,877	\$ 21,581,684	\$ 2,779,193

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.

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		\$ -	\$ 235,000	\$ 240,000	\$ 250,000	\$ 260,000
Interest		130,360	239,438	230,625	221,625	212,250
Capitalized Interest		(130,360)	-	-	-	-
	(1)	\$ -	\$ 474,438	\$ 470,625	\$ 471,625	\$ 472,250
Annual Collection Costs	(2)	\$ -	\$ 42,030	\$ 42,870	\$ 43,728	\$ 44,602
Additional Interest	(3)	\$ -	\$ 31,925	\$ 30,750	\$ 29,550	\$ 28,300
Total Annual Installment	(4) = (1) + (2) + (3)	\$ -	\$ 548,392	\$ 544,245	\$ 544,903	\$ 545,152

Major Improvement Area						
Installments Due		1/31/2022	1/31/2023	1/31/2024	1/31/2025	1/31/2026
Principal		\$ -	\$ -	\$ 100,000	\$ 105,000	\$ 110,000
Interest		66,885	122,850	122,850	118,350	113,625
Capitalized Interest		(66,885)	(122,850)	-	-	-
	(1)	\$ -	\$ -	\$ 222,850	\$ 223,350	\$ 223,625
Annual Collection Costs	(2)	\$ -	\$ 17,970	\$ 18,330	\$ 18,696	\$ 19,070
Additional Interest	(3)	\$ -	\$ 13,650	\$ 13,650	\$ 13,150	\$ 12,625
Total Annual Installment	(4) = (1) + (2) + (3)	\$ -	\$ 31,620	\$ 254,830	\$ 255,196	\$ 255,320

EXHIBIT E – SOURCES AND USES

	Improvement Area #1	Major Improvement Area
Sources of Funds		
Improvement Area #1 Bonds	\$ 6,385,000	\$ -
Major Improvement Area Bonds	-	2,730,000
Owner Contribution	15,196,684	49,193
Total Sources	\$ 21,581,684	\$ 2,779,193
Uses of Funds		
Major Improvements	\$ 1,017,364	\$ 2,095,887
Improvement Area #1 Improvements	19,332,968	-
	\$ 20,350,332	\$ 2,095,887
<i>Bond Issuance Costs and District Formation Expenses</i>		
Debt Service Reserve Fund	\$ 484,313	\$ 229,900
Capitalized Interest	130,360	189,735
Underwriter Discount	191,550	81,900
Cost of Issuance	383,100	163,800
First Year Annual Collection Costs	42,030	17,970
	\$ 1,231,353	\$ 683,305
Total Uses	\$ 21,581,684	\$ 2,779,193

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	\$ -

			Improvement Area #1	
Parcel ID	Legal Description	Lot Type	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	\$ -

			Improvement Area #1	
Parcel ID	Legal Description	Lot Type	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	\$ -	\$ -

			Improvement Area #1	
Parcel ID	Legal Description	Lot Type	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	\$ -

			Improvement Area #1	
Parcel ID	Legal Description	Lot Type	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	\$ -

			Improvement Area #1	
Parcel ID	Legal Description	Lot Type	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	Capitalized Interest	Total Annual Installment
2022	\$ -	\$ 130,360.42	\$ -	\$ -	\$ (130,360.42)	\$ -
2023	235,000.00	239,437.50	42,029.62	31,925.00	-	548,392.12
2024	240,000.00	230,625.00	42,870.21	30,750.00	-	544,245.21
2025	250,000.00	221,625.00	43,727.62	29,550.00	-	544,902.62
2026	260,000.00	212,250.00	44,602.17	28,300.00	-	545,152.17
2027	270,000.00	202,500.00	45,494.21	27,000.00	-	544,994.21
2028	280,000.00	192,375.00	46,404.10	25,650.00	-	544,429.10
2029	290,000.00	181,875.00	47,332.18	24,250.00	-	543,457.18
2030	305,000.00	171,000.00	48,278.82	22,800.00	-	547,078.82
2031	315,000.00	159,562.50	49,244.40	21,275.00	-	545,081.90
2032	330,000.00	147,750.00	50,229.29	19,700.00	-	547,679.29
2033	340,000.00	135,375.00	51,233.87	18,050.00	-	544,658.87
2034	355,000.00	122,625.00	52,258.55	16,350.00	-	546,233.55
2035	370,000.00	109,312.50	53,303.72	14,575.00	-	547,191.22
2036	385,000.00	95,437.50	54,369.80	12,725.00	-	547,532.30
2037	400,000.00	81,000.00	55,457.19	10,800.00	-	547,257.19
2038	415,000.00	66,000.00	56,566.34	8,800.00	-	546,366.34
2039	430,000.00	50,437.50	57,697.66	6,725.00	-	544,860.16
2040	450,000.00	34,312.50	58,851.62	4,575.00	-	547,739.12
2041	465,000.00	17,437.50	60,028.65	2,325.00	-	544,791.15
Total	\$ 6,385,000.00	\$ 2,801,297.92	\$ 959,980.03	\$ 356,125.00	\$ (130,360.42)	\$ 10,372,042.53

[a] Interest is calculated at a 3.75% rate for illustrative purposes.

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	Capitalized Interest	Total Annual Installment
2022	\$ -	\$ 66,885.00	\$ -	\$ -	\$ (66,885.00)	\$ -
2023	-	122,850.00	17,970.38	13,650.00	(122,850.00)	31,620.38
2024	100,000.00	122,850.00	18,329.79	13,650.00	-	254,829.79
2025	105,000.00	118,350.00	18,696.38	13,150.00	-	255,196.38
2026	110,000.00	113,625.00	19,070.31	12,625.00	-	255,320.31
2027	115,000.00	108,675.00	19,451.72	12,075.00	-	255,201.72
2028	120,000.00	103,500.00	19,840.75	11,500.00	-	254,840.75
2029	125,000.00	98,100.00	20,237.56	10,900.00	-	254,237.56
2030	130,000.00	92,475.00	20,642.32	10,275.00	-	253,392.32
2031	135,000.00	86,625.00	21,055.16	9,625.00	-	252,305.16
2032	145,000.00	80,550.00	21,476.27	8,950.00	-	255,976.27
2033	150,000.00	74,025.00	21,905.79	8,225.00	-	254,155.79
2034	155,000.00	67,275.00	22,343.91	7,475.00	-	252,093.91
2035	165,000.00	60,300.00	22,790.79	6,700.00	-	254,790.79
2036	175,000.00	52,875.00	23,246.60	5,875.00	-	256,996.60
2037	180,000.00	45,000.00	23,711.53	5,000.00	-	253,711.53
2038	190,000.00	36,900.00	24,185.76	4,100.00	-	255,185.76
2039	200,000.00	28,350.00	24,669.48	3,150.00	-	256,169.48
2040	210,000.00	19,350.00	25,162.87	2,150.00	-	256,662.87
2041	220,000.00	9,900.00	25,666.13	1,100.00	-	256,666.13
Total	\$ 2,730,000.00	\$ 1,508,460.00	\$ 410,453.48	\$ 160,175.00	\$ (189,735.00)	\$ 4,619,353.48

[a] Interest is calculated at a 4.50% rate for illustrative purposes.

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	\$0.3347
2	48	\$ 761,032.50	\$15,854.84 per Unit	\$0.3347
3	227	\$ 3,732,347.64	\$16,442.06 per Unit	\$0.3347
4	64	\$ 1,114,928.26	\$17,420.75 per Unit	\$0.3347
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.

<p>EXHIBIT K – ESTIMATED BUILDOUT VALUE FOR IMPROVEMENT AREA #1 AND MAJOR IMPROVEMENT AREA</p>

				Estimated Buildout Value	Total Buildout Value	% of Estimated Buildout Value
Units				Value	Value	
Improvement Area #1						
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%
Major Improvement Area						
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

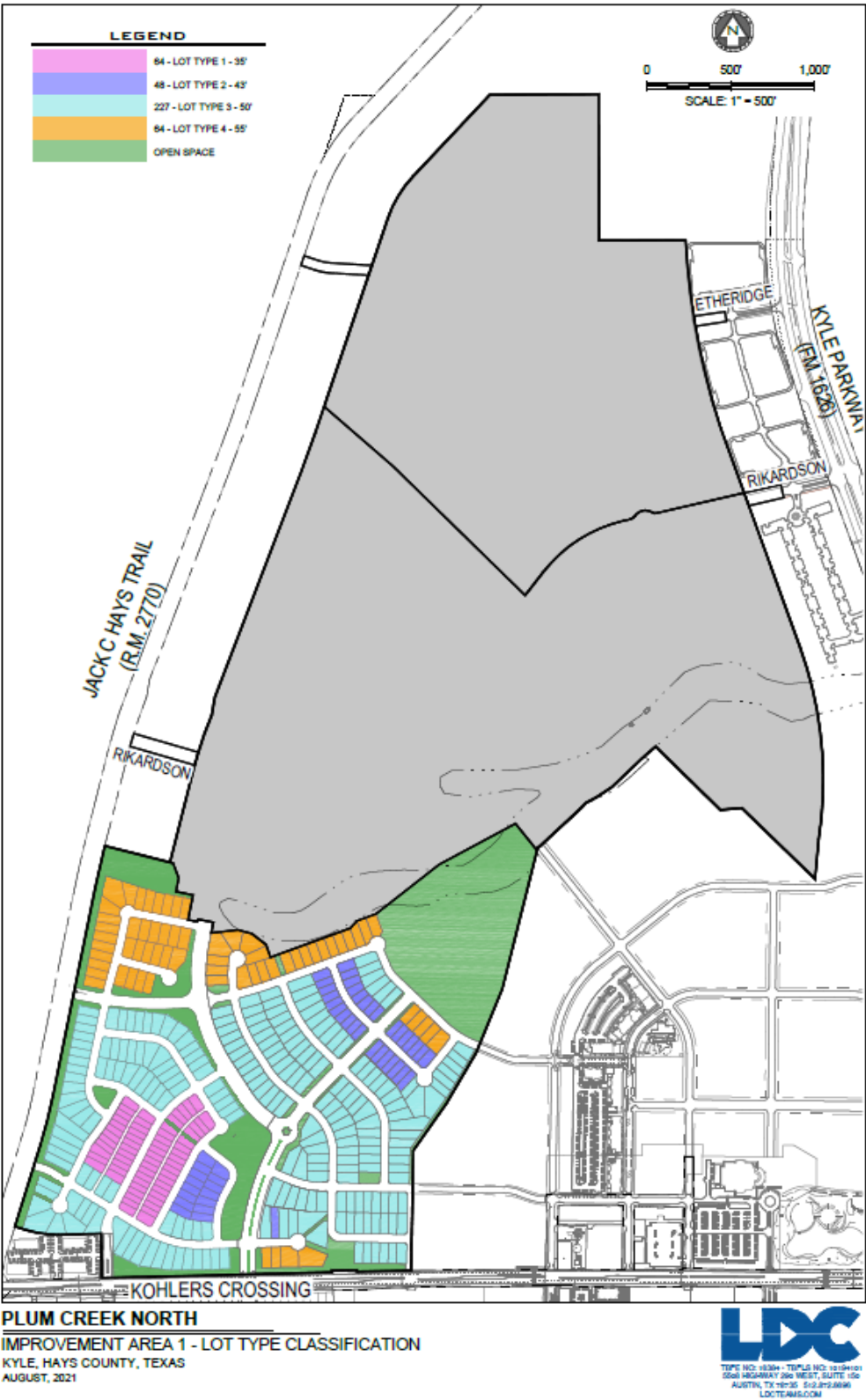
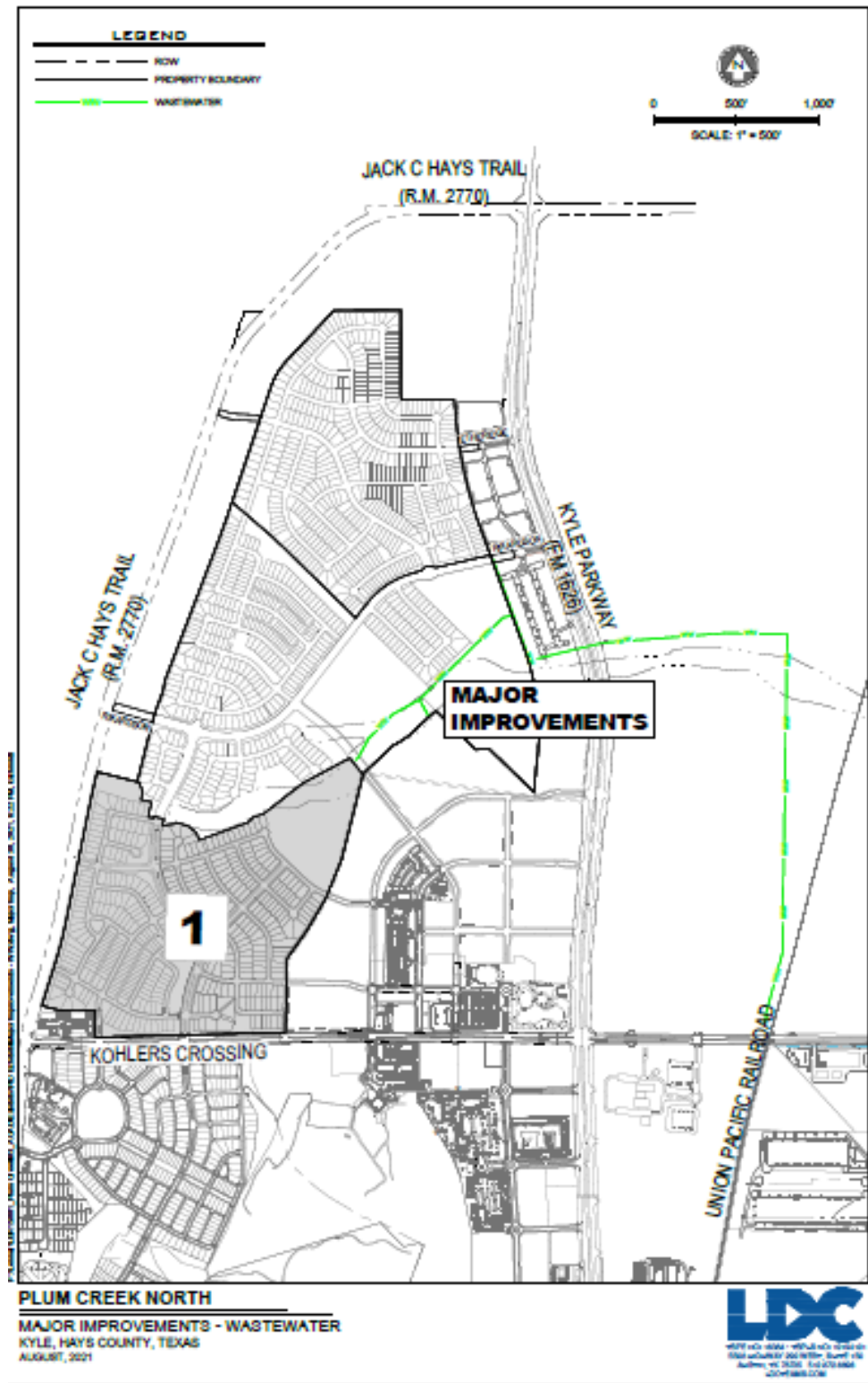
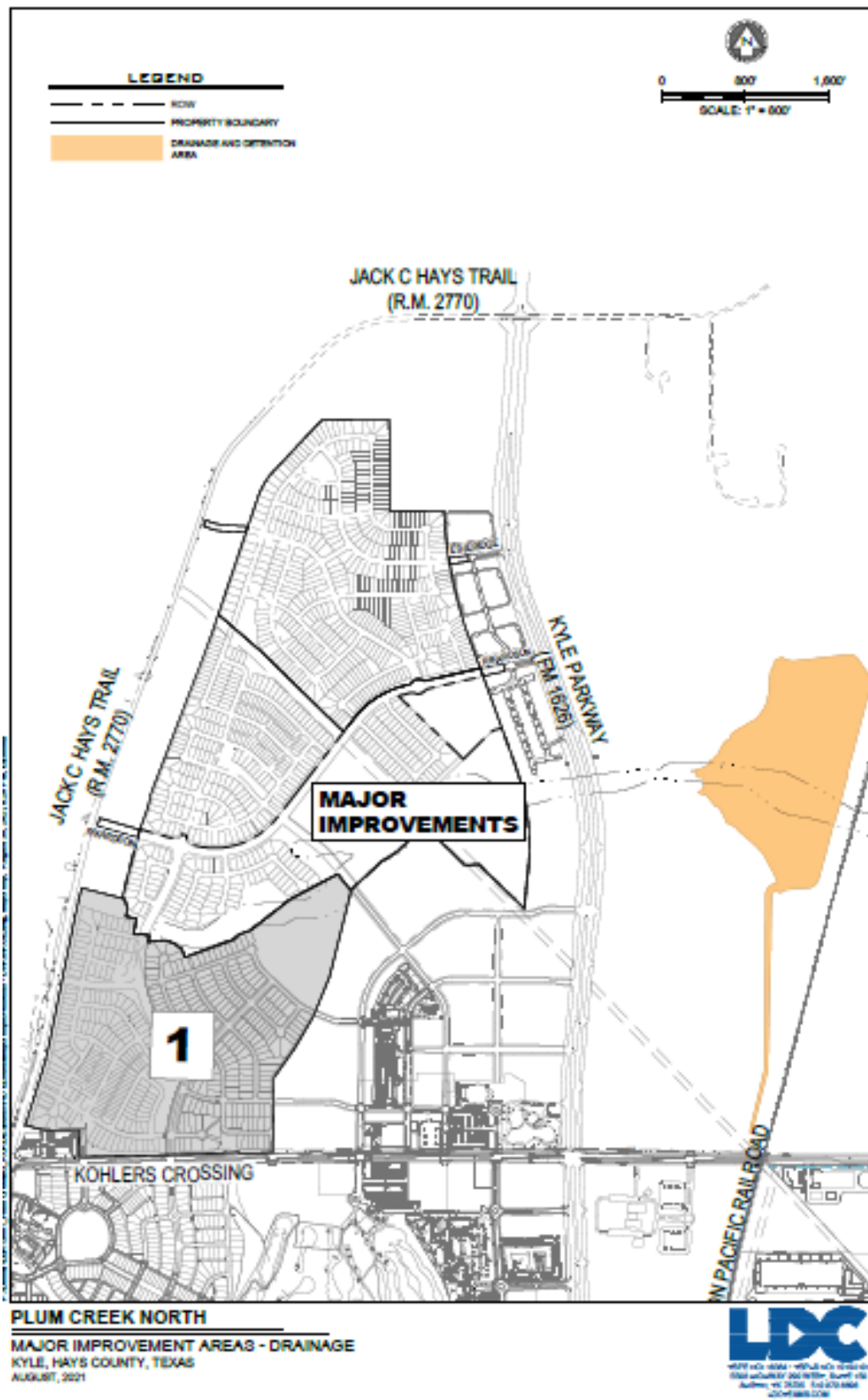


EXHIBIT M – MAPS OF MAJOR IMPROVEMENTS





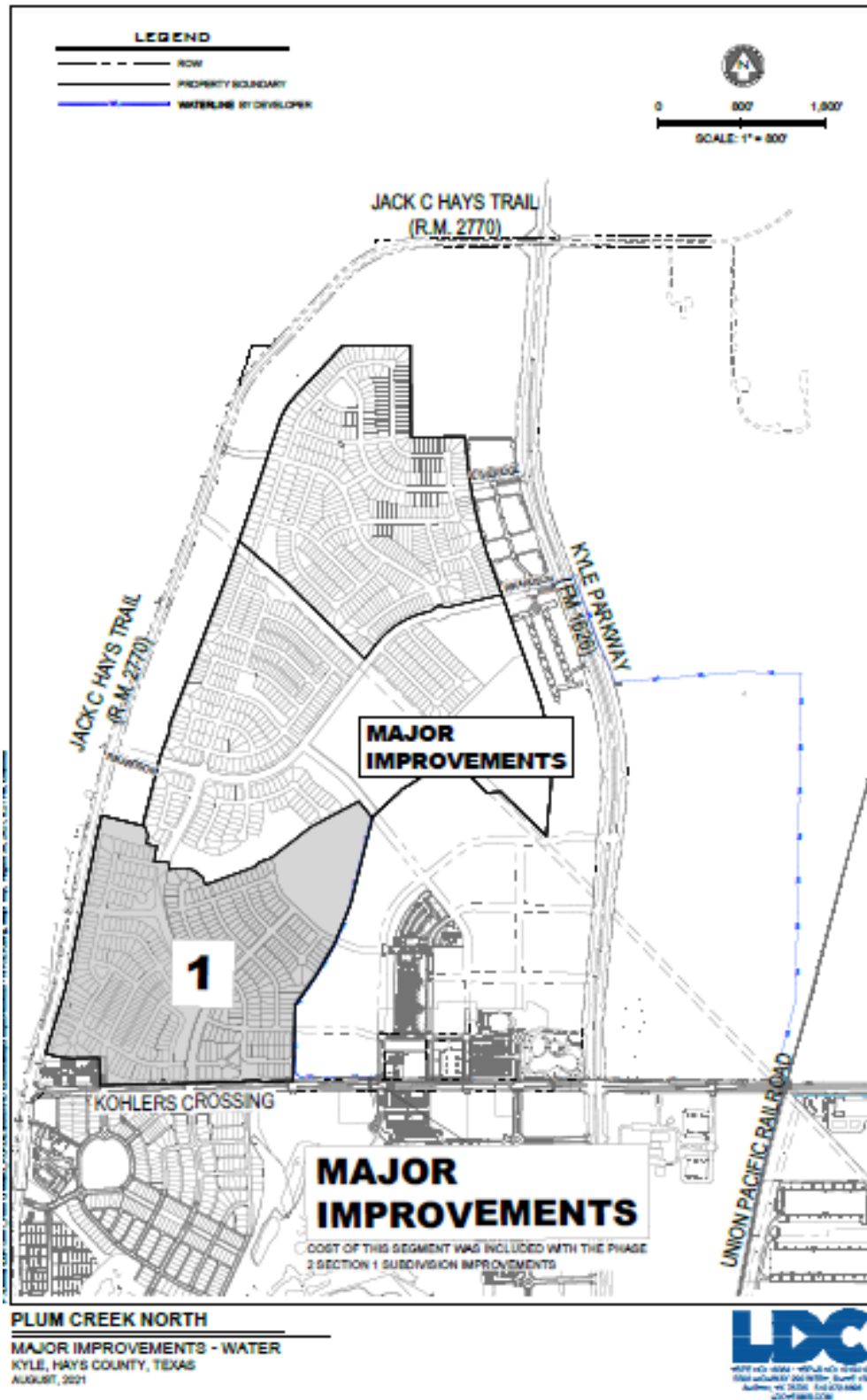
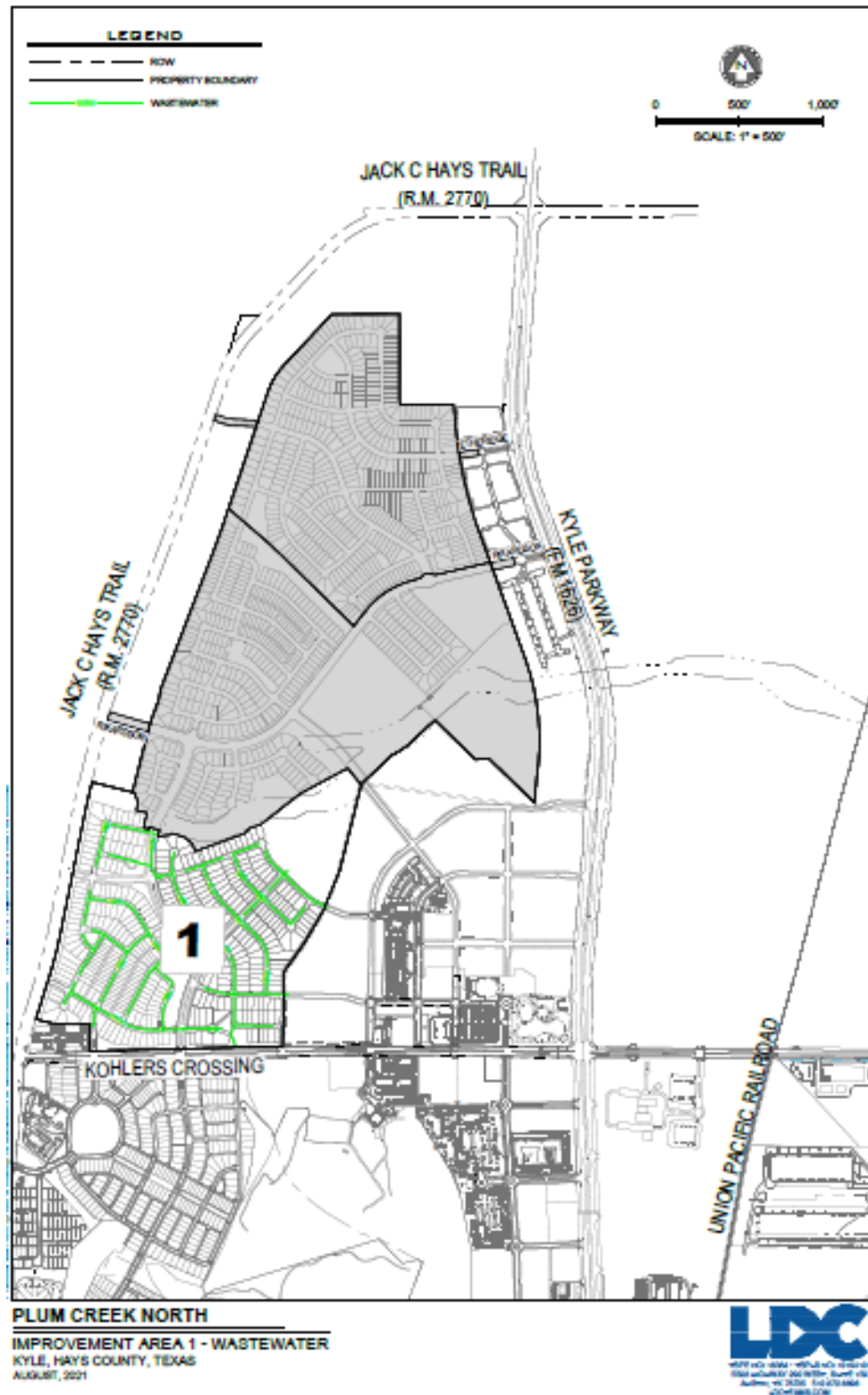
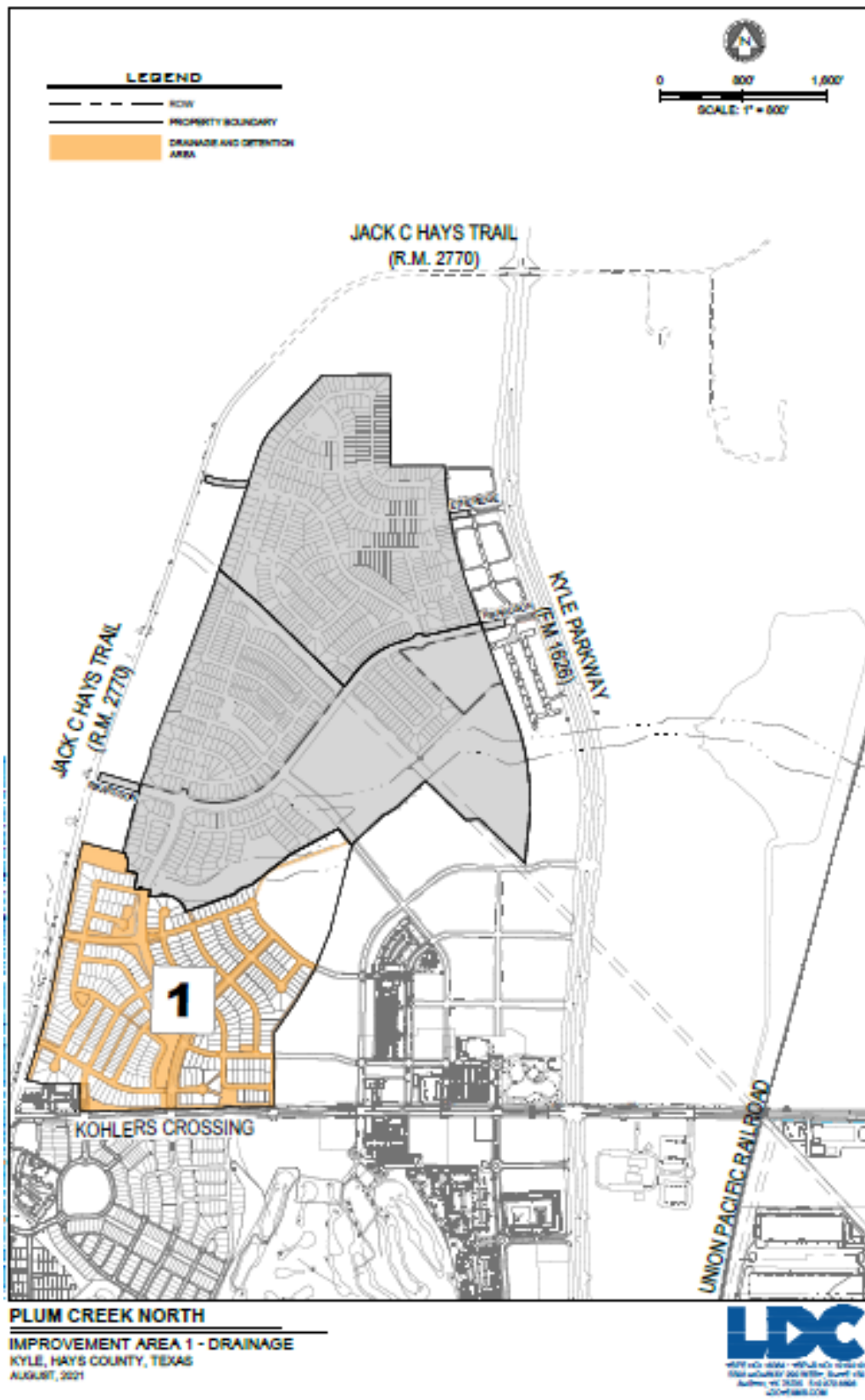
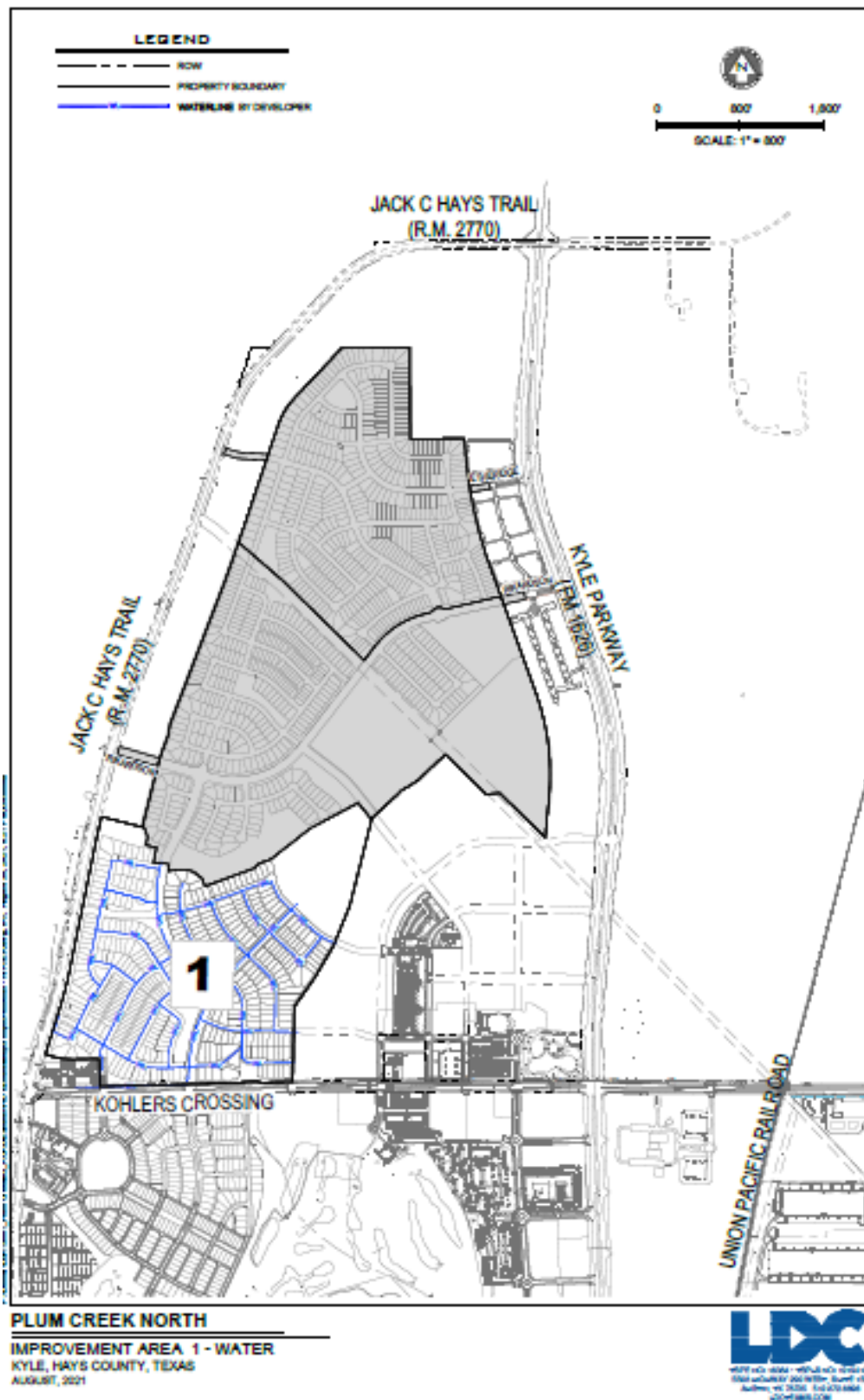
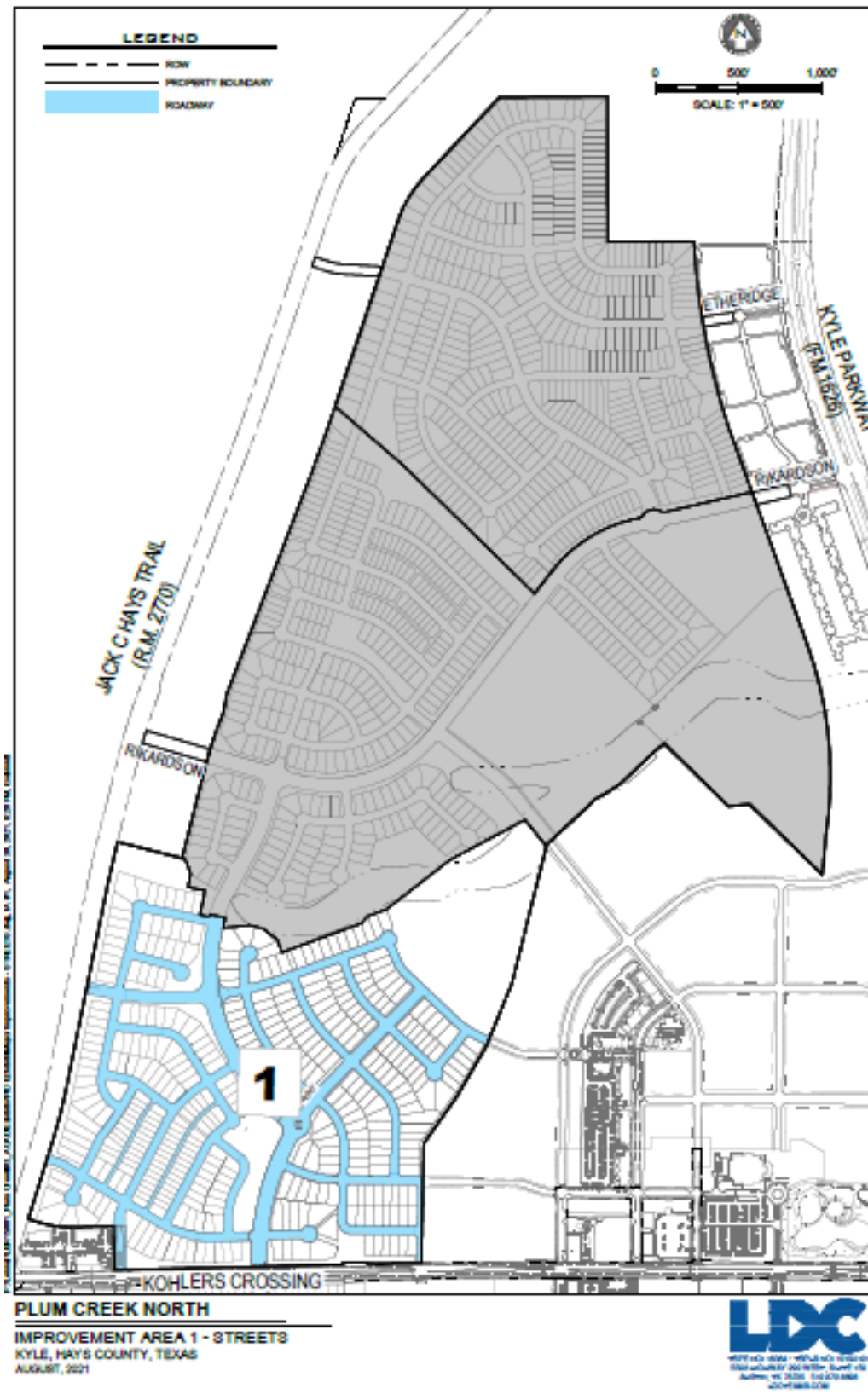


EXHIBIT N – MAPS OF IMPROVEMENT AREA #1 IMPROVEMENTS









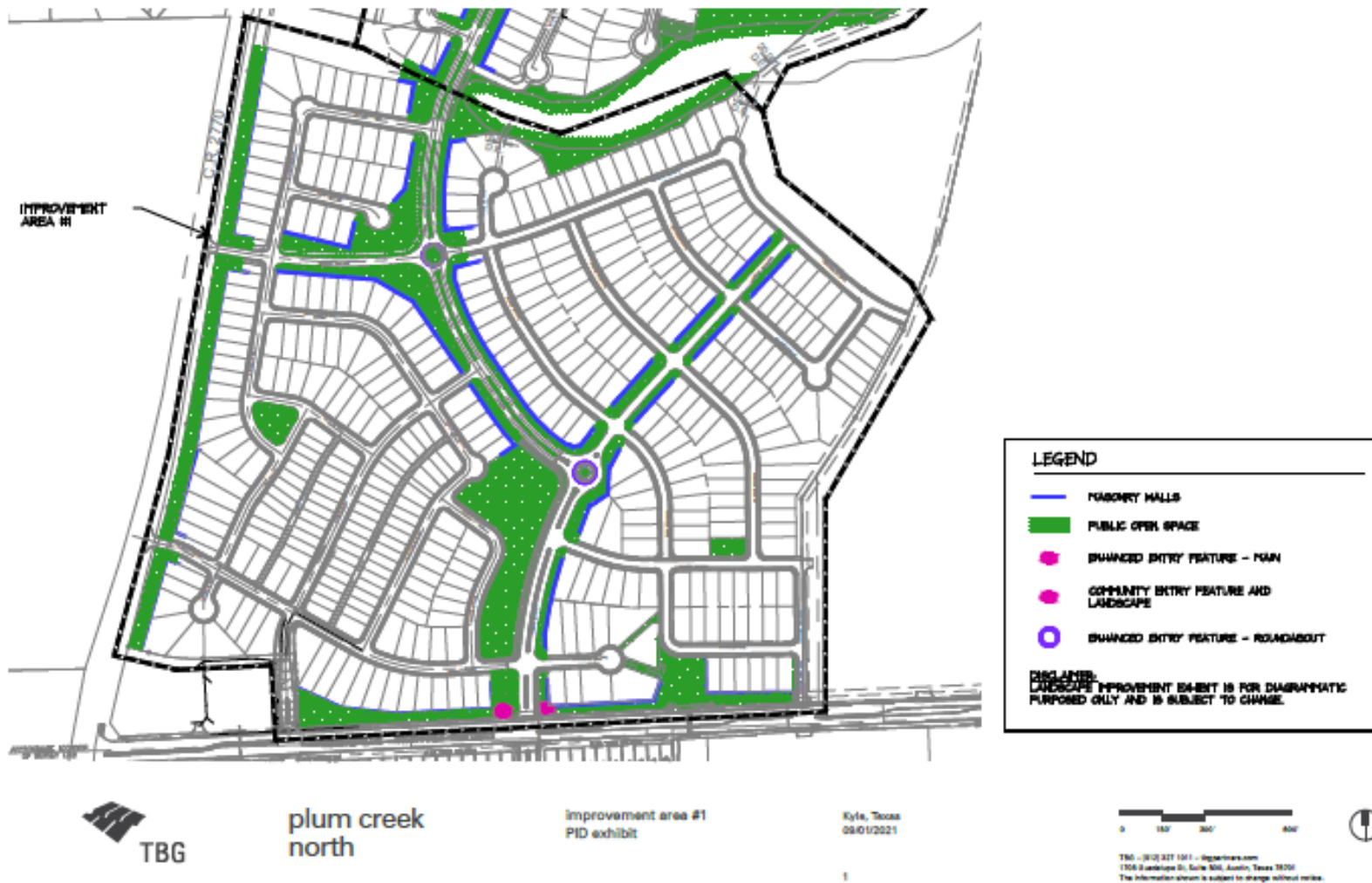


EXHIBIT O – PHASE 2 SECTION 1 PLAT

PLUM CREEK PHASE 2, SECTION 1

HAYS COUNTY, TEXAS

STATE OF TEXAS
COUNTY OF HAYS

KNOW ALL MEN BY THESE PRESENTS

THAT LENDING HOMES OF TEXAS LAND AND CONSTRUCTION LTD., ACTING BY AND THROUGH ITS GENERAL PARTNER, U.S. HOME CORPORATION, THE SOLE OWNER OF 87.606 ACRES IN THE S.W. 1/4 SEC. 10, T.10N. R.10E. S.10E. HAYS COUNTY, TEXAS, BRING A PORTION OF A CERTAIN CALLED 324.256 ACRE TRACT DESIGNATED AS TRACT 1 AND DESCRIBED IN DOCUMENT NO. 201800000, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, AND DOES HEREBY SUBDIVIDE 87.606 ACRES OUT OF SAID 324.256 ACRE TRACT, AS SHOWN HEREON, DOES HEREBY CONSENT TO ALL PLAT NOTES AND REQUIREMENTS SHOWN HEREON, AND DOES HEREBY GRANT TO THE CITY OF KYLE, TEXAS, THE STREET RIGHT-OF-WAY, EASEMENTS, AND OTHER PUBLIC PLACES SHOWN HEREON FOR EACH PUBLIC PURPOSE 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: LENDING 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 12, Suite 150
Austin, Texas 78717
STATE OF TEXAS
COUNTY OF HAYS KNOW ALL MEN BY THESE PRESENTS

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 STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS 2ND DAY OF September, 2020 A.D.

[Signature]
NOTARY PUBLIC IN AND FOR HAYS COUNTY, TEXAS

HAYS COUNTY CLERK

I, ELAINE H. CARPENTERS, 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 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 A.M. THIS 2ND DAY OF September, 2020 A.D.

Elaine H. Carpenters, Sec. Kathryn Depietre
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.

Michelle Christie
CHAIRPERSON

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

[Signature]
ATTEST:
Shirley Holm
CLERK

ENGINEER'S CERTIFICATION

I, SHEPHERD MOORE, A REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THIS 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. 18607 - STATE OF TEXAS
LANDDEV CONSULTING, LLC
FIRM # 1834
5508 HIGHWAY 360 WEST, SUITE 100
AUSTIN, TEXAS 78738
(512) 872-8888

8-24-20

SURVEYOR'S CERTIFICATION

I, ERNESTO NAVARRETE, 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 NAVARRETE, P.L.S.
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 8962 - STATE OF TEXAS
LANDDEV CONSULTING, LLC
FIRM # 105457
5508 HIGHWAY 360 WEST, SUITE 100
AUSTIN, TEXAS 78738
(512) 872-8888

10-14-20

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, 100-YEAR FLOOD, NO BASE FLOOD ELEVATION DETERMINED), AND A PORTION LIES WITHIN ZONE "V" (AREAS DETERMINED TO BE OUTSIDE THE 1% ANNUAL CHANCE FLOOD PLAIN, AS IDENTIFIED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY NATIONAL FLOOD INSURANCE PROGRAM, AS SHOWN ON MAP NO. 48362C02P, DATED SEPTEMBER 2, 2009, FOR HAYS COUNTY, TEXAS AND INCORPORATED ISSUES.

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: 2019

VICINITY MAP - NTS

PROJECT LOCATION

KYLE, TX

VICINITY MAP N.T.S.

SHEET 3 OF 4

SHEET 2 OF 4

SHEET INDEX

GENERAL NOTES

- TOTAL ACREAGE: 87.606 ACRES
THE TOTAL AREA OF STREET RIGHTS-OF-WAY MAJOR, 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
232 SINGLE FAMILY LOTS
1 ACCESS EASEMENT LOT
1 AGENCY CENTER LOT
1 DRAINAGE EASEMENT LOT
1 WATERWATER, DRAINAGE AND UTILITY EASEMENT LOT
1 RECTOR 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 301.5 ORDINANCE 818
- ALL UTILITIES WITHIN THE SUBDIVISION SHALL BE UNDERGROUND
- ALL STREETS, ALLEYS, PROSPECTIVE RIGHTS-OF-WAY, PARKING/EASEMENT LOTS, ACCESS EASEMENTS, AND ALL LANDSCAPE EASEMENT AREAS SHOWN ON THIS PLAT SHALL BE MAINTAINED BY THE HOMEOWNERS ASSOCIATION (HWA) OR ASSIGNS. IT SHALL BE THE HOMEOWNERS RESPONSIBILITY FOR KEEPING SAID RIGHTS-OF-WAY, LOTS AND LANDSCAPE EASEMENT AREAS NEATLY CUT, FREE OF DEBRIS AND FREE OF ALL TREE/CRUSH REGROWTH.
- 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) 1 FOOT HIGHER ABOVE FINAL FINISHED ADJACENT GRADE, EXCLUDING DRIVEWAYS; OR
b) 1 THE MINIMUM FINISHED FLOOR ELEVATION SHOWN ON THE INDIVIDUAL LOT

PUBLIC UTILITY INFORMATION

THIS SUBDIVISION IS SERVED 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

LANDDEV

REGISTERED PROFESSIONAL ENGINEER
NO. 18607 - STATE OF TEXAS
LANDDEV CONSULTING, LLC
FIRM # 1834
5508 HIGHWAY 360 WEST, SUITE 100
AUSTIN, TEXAS 78738
(512) 872-8888

PLUM CREEK
PHASE 2, SECTION 1
HAYS COUNTY, TEXAS

DATE	TIME	TYPE	FROM	TO	STATUS	REMARKS	DATE	TIME	TYPE	FROM	TO	STATUS	REMARKS		
01	16:00	120	17	100	44	55	120	14	01	16:00	120	17	100	44	55
02	15:00	140	18	100	44	55	120	14	01	16:00	120	17	100	44	55
03	14:00	160	19	100	44	55	120	14	01	16:00	120	17	100	44	55
04	13:00	180	20	100	44	55	120	14	01	16:00	120	17	100	44	55
05	12:00	200	21	100	44	55	120	14	01	16:00	120	17	100	44	55
06	11:00	220	22	100	44	55	120	14	01	16:00	120	17	100	44	55
07	10:00	240	23	100	44	55	120	14	01	16:00	120	17	100	44	55
08	09:00	260	24	100	44	55	120	14	01	16:00	120	17	100	44	55
09	08:00	280	25	100	44	55	120	14	01	16:00	120	17	100	44	55
10	07:00	300	26	100	44	55	120	14	01	16:00	120	17	100	44	55
11	06:00	320	27	100	44	55	120	14	01	16:00	120	17	100	44	55
12	05:00	340	28	100	44	55	120	14	01	16:00	120	17	100	44	55
13	04:00	360	29	100	44	55	120	14	01	16:00	120	17	100	44	55
14	03:00	380	30	100	44	55	120	14	01	16:00	120	17	100	44	55
15	02:00	400	31	100	44	55	120	14	01	16:00	120	17	100	44	55
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17	00:00	440	33	100	44	55	120	14	01	16:00	120	17	100	44	55
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19	23:58	480	35	100	44	55	120	14	01	16:00	120	17	100	44	55
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27	23:50	640	43	100	44	55	120	14	01	16:00	120	17	100	44	55
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97	22:40	2040	113												

[illegible]

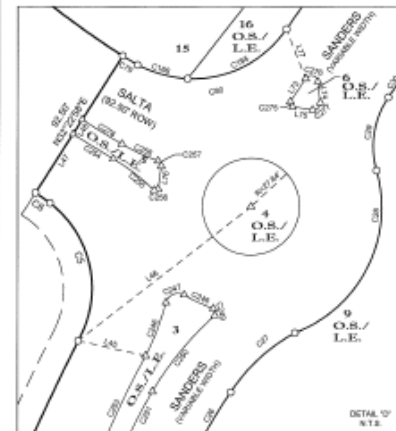
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2	N 203145-01	93.97	L40	52.7-141.7	93.97
3	N 203435-01	8.82	L40	52.5-54.50	13.03
4	N 203435-01	8.82	L40	52.5-54.50	13.03
5	N 203435-01	8.82	L40	52.5-54.50	13.03
6	N 203435-01	8.82	L40	52.5-54.50	13.03
7	N 203435-01	8.82	L40	52.5-54.50	13.03
8	N 203435-01	8.82	L40	52.5-54.50	13.03
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62	N 203435-01	8.82	L40	52.5-54.50	13.03
63	N 203435-01	8.82	L40	52.5-54.50	13.03
64	N 203435-01	8.82	L40	52.5-54.50	13.03
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66	N 203435-01	8.82	L40	52.5-54.50	13.03
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69	N 203435-01	8.82	L40	52.5-54.50	13.03
70	N 203435-01	8.82	L40	52.5-54.50	13.03
71	N 203435-01	8.82	L40	52.5-54.50	13.03
72	N 203435-01	8.82	L40	52.5-54.50	13.03
73	N 203435-01	8.82	L40	52.5-54.50	13.03
74	N 203435-01	8.82	L40	52.5-54.50	13.03
75	N 203435-01	8.82	L40	52.5-54.50	13.03
76	N 203435-01	8.82	L40	52.5-54.50	13.03
77	N 203435-01	8.82	L40	52.5-54.50	13.03
78	N 203435-01	8.82	L40	52.5-54.50	13.03
79	N 203435-01	8.82	L40	52.5-54.50	13.03
80	N 203435-01	8.82	L40	52.5-54.50	13.03
81	N 203435-01	8.82	L40	52.5-54.50	13.03
82	N 203435-01	8.82	L40	52.5-54.50	13.03
83	N 203435-01	8.82	L40	52.5-54.50	13.03
84	N 203435-01	8.82	L40	52.5-54.50	13.03
85	N 203435-01	8.82	L40	52.5-54.50	13.03
86	N 203435-01	8.82	L40	52.5-54.50	13.03
87	N 203435-01	8.82	L40	52.5-54.50	13.03
88	N 203435-01	8.82	L40	52.5-54.50	13.03
89	N 203435-01	8.82	L40	52.5-54.50	13.03
90	N 203435-01	8.82	L40	52.5-54.50	13.03
91	N 203435-01	8.82	L40	52.5-54.50	13.03
92	N 203435-01	8.82	L40	52.5-54.50	13.03
93	N 203435-01	8.82	L40	52.5-54.50	13.03
94	N 203435-01	8.82	L40	52.5-54.50	13.03
95	N 203435-01	8.82	L40	52.5-54.50	13.03
96	N 203435-01	8.82	L40	52.5-54.50	13.03
97	N 203435-01	8.82	L40	52.5-54.50	13.03
98	N 203435-01	8.82	L40	52.5-54.50	13.03
99	N 203435-01	8.82	L40	52.5-54.50	13.03
100	N 203435-01	8.82	L40	52.5-54.50	13.03

BLOCK A		BLOCK B		BLOCK C		BLOCK D	
LOT#	SQ. FT.	LOT#	SQ. FT.	LOT#	SQ. FT.	LOT#	SQ. FT.
1	1,106	1	720	1	10,719	1	77
2	6,770	2	6,820	2	7,187	2	84
3	12,428	3	6,820	3	8,074	3	86
4	18,350	4	6,820	4	6,241	4	73
5	13,328	5	6,219	5	6,666	5	70
6	2,980	6	6,820	6	6,180	6	76
7	10,658	7	6,216	7	8,224	7	78
8	6,978	8	7,311	8	10,960	8	74
9	10,294	9	7,040	9	11,428	9	72
10	5,082	10	6,340			10	72
11	10,773	11	6,341			11	28
12	4,688	12	6,321			12	68
13	10,330	13	6,338			13	68
14	8,184	14	6,233			14	67
15	8,308	15	6,321			15	68
16	7,647	16	7,940			16	87
17	7,382					17	88
18	8,372					18	79
19	87,089					19	68
20	8,350					20	64
21	8,350					21	64
22	8,350					22	78
23	8,350					23	88
24	8,350						
25	7,551						

BLOCK J		BLOCK J		BLOCK K	
LOT NO.	SQ. FT.	LOT NO.	SQ. FT.	LOT NO.	SQ. FT.
1	3,852	1	3,320	1	3,008
2	3,008	2	3,680	2	7,713
3	5,152	3	5,872	3	6,837
4	3,971	4	3,687	4	6,561
5	3,855	5	7,719	5	3,683
6	3,780	6	3,974	6	3,844
7	3,887	7	3,681	7	5,822
8	3,282	8	3,788	8	3,600
9	7,763	9	7,274	9	5,800
10	2,768	10	7,759	10	5,824
11	4,804	11	7,239	11	7,110
12	4,471	12	8,419	12	7,394
13	4,813	13	6,267	13	7,882
14	4,719	14	8,213	14	7,515
15	4,860	15	5,738	15	5,192
16	4,812	16	7,188	16	2,812
17	4,101	17	7,174		
18	7,538	18	7,514		
19	4,817	19	6,942		
20	5,651	20	6,017		
		21	6,073		
		22	7,536		
		23	6,668		
		24	7,525		

TABLE	
LOT NO.	QTY.
1	900
2	2,840
3	1,171
4	1,888
5	525
6	50

BLOCK 6			BLOCK 2			BLOCK 3		
LOT NO.	SSO FTS	LOTNO F	LOT NO.	SSO FTS	LOTNO F	LOT NO.	SSO FTS	LOTNO F
1	8.486	1	5.625	1	5.841	1	5.801	1
2	6.267	2	4.962	2	7.988	2	4.806	2
3	6.288	3	4.879	3	7.128	3	5.145	3
4	6.287	4	4.815	4	7.687	4	5.810	4
5	7.874	5	4.875	5	16.144	5	4.700	5
6	6.788	6	4.810	6	10.618	6	5.837	6
7	15.351	7	5.834	7	13.662	7	4.810	7
8	6.826	8	11.130	8	6.772	8	6.889	8
9	7.182	9	7.380	9	16.588	9	2.700	9
10	7.842	10	7.384	10	6.914	10	7.805	10
11	7.626	11	7.400	11	7.038	11	5.387	11
12	6.558	12	7.865	12	6.134	12	7.805	12
13	6.642	13	2.760	13	3.775	13	7.805	13
14	6.682	14		14	6.118	14	7.400	14
15	8.734	15		15	6.598	15	9.764	15
16	18.317	16		16	6.586			
17	5.693	17		17	6.576			
18	5.580	18		18	6.564			
19	5.582	19		19	6.575			
20	5.671	20		20	6.575			
21	5.693	21		21	6.575			
22	5.581	22		22	7.562			
23	5.893	23		23	7.758			
24	6.508	24		24	8.134			
25	16.324	25		25	795.627			



SHEET 4 OF 4

LANDDEV

COMBUSTION, LLC
55000 80th Street, Suite 150
Austin, TX 78738
OFFICE: 512-978-6698
FAX: 512-978-1021

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

AFTER RECORDING RETURN TO:

[City Secretary Name]
100 W Center St.
Kyle, TX 78640

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.

FULL RELEASE OF PUBLIC IMPROVEMENT DISTRICT LIEN

STATE OF TEXAS	§	
	§	KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF HAYS	§	

THIS FULL RELEASE OF PUBLIC IMPROVEMENT DISTRICT LIEN (this "Full Release") is executed and delivered as of the Effective Date by the City of Kyle, Texas.

RECITALS

WHEREAS, the governing body (hereinafter referred to as the "City Council") of the City of Kyle, Texas (hereinafter referred to as the "City "), is authorized by Chapter 372, Texas Local Government Code, as amended (hereinafter referred to as the "Act"), to create public improvement districts within the corporate limits and extraterritorial jurisdiction of the City; and

WHEREAS, on or about April 16, 2019, the City Council for the City, approved Resolution No. 1139, creating the Plum Creek North Public Improvement District; and

WHEREAS, the Plum Creek North Public Improvement District consists of approximately 389.19 contiguous acres located within the City; and

WHEREAS, on or about November 16, 2021, the City Council, approved an ordinance, (hereinafter referred to as the "Assessment Ordinance") approving a Service and Assessment Plan and assessment roll for the Property within the Plum Creek North Public Improvement District; and

WHEREAS, the Assessment Ordinance imposed an assessment in the amount of \$_____ (hereinafter referred to as the "Lien Amount") for the following property:

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	Capitalized Interest	Total Annual Installment
2022	\$ -	\$ 247.77	\$ -	\$ -	\$ (247.77)	\$ -
2023	446.66	455.09	79.88	60.68	-	1,042.31
2024	456.16	438.34	81.48	58.45	-	1,034.43
2025	475.17	421.24	83.11	56.16	-	1,035.68
2026	494.18	403.42	84.77	53.79	-	1,036.16
2027	513.18	384.89	86.47	51.32	-	1,035.86
2028	532.19	365.64	88.20	48.75	-	1,034.78
2029	551.20	345.69	89.96	46.09	-	1,032.94
2030	579.71	325.02	91.76	43.34	-	1,039.82
2031	598.71	303.28	93.60	40.44	-	1,036.02
2032	627.22	280.82	95.47	37.44	-	1,040.96
2033	646.23	257.30	97.38	34.31	-	1,035.22
2034	674.74	233.07	99.33	31.08	-	1,038.21
2035	703.25	207.77	101.31	27.70	-	1,040.03
2036	731.76	181.40	103.34	24.19	-	1,040.68
2037	760.27	153.95	105.41	20.53	-	1,040.16
2038	788.78	125.44	107.51	16.73	-	1,038.46
2039	817.29	95.87	109.66	12.78	-	1,035.60
2040	855.30	65.22	111.86	8.70	-	1,041.07
2041	883.81	33.14	114.09	4.42	-	1,035.47
Total	\$ 12,135.81	\$ 5,324.36	\$ 1,824.61	\$ 676.88	\$ (247.77)	\$ 19,713.88

[a] Interest is calculated at a 3.75% rate for illustrative purposes.

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	Capitalized Interest	Total Annual Installment
2022	\$ -	\$ 323.70	\$ -	\$ -	\$ (323.70)	\$ -
2023	583.54	594.56	104.37	79.27	-	1,361.73
2024	595.95	572.67	106.45	76.36	-	1,351.44
2025	620.78	550.33	108.58	73.38	-	1,353.07
2026	645.62	527.05	110.75	70.27	-	1,353.69
2027	670.45	502.84	112.97	67.04	-	1,353.30
2028	695.28	477.69	115.23	63.69	-	1,351.89
2029	720.11	451.62	117.53	60.22	-	1,349.48
2030	757.36	424.62	119.88	56.62	-	1,358.47
2031	782.19	396.22	122.28	52.83	-	1,353.51
2032	819.44	366.88	124.73	48.92	-	1,359.96
2033	844.27	336.15	127.22	44.82	-	1,352.46
2034	881.51	304.49	129.77	40.60	-	1,356.37
2035	918.76	271.44	132.36	36.19	-	1,358.75
2036	956.01	236.98	135.01	31.60	-	1,359.60
2037	993.26	201.13	137.71	26.82	-	1,358.92
2038	1,030.50	163.89	140.46	21.85	-	1,356.70
2039	1,067.75	125.24	143.27	16.70	-	1,352.96
2040	1,117.41	85.20	146.14	11.36	-	1,360.11
2041	1,154.66	43.30	149.06	5.77	-	1,352.79
Total	\$ 15,854.84	\$ 6,956.01	\$ 2,383.76	\$ 884.31	\$ (323.70)	\$ 25,755.23

[a] Interest is calculated at a 3.75% rate for illustrative purposes.

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

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COUNTY OF _____

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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	Capitalized Interest	Total Annual Installment
2022	\$ -	\$ 335.69	\$ -	\$ -	\$ (335.69)	\$ -
2023	605.15	616.58	108.23	82.21	-	1,412.17
2024	618.03	593.88	110.40	79.18	-	1,401.49
2025	643.78	570.71	112.60	76.09	-	1,403.18
2026	669.53	546.57	114.86	72.88	-	1,403.83
2027	695.28	521.46	117.15	69.53	-	1,403.42
2028	721.03	495.39	119.50	66.05	-	1,401.96
2029	746.78	468.35	121.89	62.45	-	1,399.46
2030	785.41	440.34	124.32	58.71	-	1,408.79
2031	811.16	410.89	126.81	54.79	-	1,403.64
2032	849.79	380.47	129.35	50.73	-	1,410.33
2033	875.54	348.61	131.93	46.48	-	1,402.56
2034	914.16	315.77	134.57	42.10	-	1,406.61
2035	952.79	281.49	137.26	37.53	-	1,409.08
2036	991.42	245.76	140.01	32.77	-	1,409.95
2037	1,030.04	208.58	142.81	27.81	-	1,409.25
2038	1,068.67	169.96	145.66	22.66	-	1,406.95
2039	1,107.30	129.88	148.58	17.32	-	1,403.07
2040	1,158.80	88.36	151.55	11.78	-	1,410.49
2041	1,197.42	44.90	154.58	5.99	-	1,402.90
Total	\$ 16,442.06	\$ 7,213.64	\$ 2,472.05	\$ 917.06	\$ (335.69)	\$ 26,709.12

[a] Interest is calculated at a 3.75% rate for illustrative purposes.

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.

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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.

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DATE:

SIGNATURE OF PURCHASER

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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.

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SIGNATURE OF SELLER

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STATE OF TEXAS

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COUNTY OF _____

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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	Capitalized Interest	Total Annual Installment
2022	\$ -	\$ 355.67	\$ -	\$ -	\$ (355.67)	\$ -
2023	641.17	653.28	114.67	87.10	-	1,496.23
2024	654.81	629.23	116.97	83.90	-	1,484.91
2025	682.10	604.68	119.31	80.62	-	1,486.71
2026	709.38	579.10	121.69	77.21	-	1,487.39
2027	736.66	552.50	124.13	73.67	-	1,486.96
2028	763.95	524.87	126.61	69.98	-	1,485.41
2029	791.23	496.23	129.14	66.16	-	1,482.76
2030	832.16	466.55	131.72	62.21	-	1,492.64
2031	859.44	435.35	134.36	58.05	-	1,487.19
2032	900.37	403.12	137.04	53.75	-	1,494.28
2033	927.65	369.36	139.79	49.25	-	1,486.04
2034	968.58	334.57	142.58	44.61	-	1,490.34
2035	1,009.50	298.25	145.43	39.77	-	1,492.95
2036	1,050.43	260.39	148.34	34.72	-	1,493.88
2037	1,091.35	221.00	151.31	29.47	-	1,493.13
2038	1,132.28	180.07	154.33	24.01	-	1,490.70
2039	1,173.21	137.61	157.42	18.35	-	1,486.59
2040	1,227.77	93.62	160.57	12.48	-	1,494.44
2041	1,268.70	47.58	163.78	6.34	-	1,486.40
Total	\$ 17,420.75	\$ 7,643.03	\$ 2,619.20	\$ 971.65	\$ (355.67)	\$ 28,298.95

[a] Interest is calculated at a 3.75% rate for illustrative purposes.

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



Prepared By:



5508 Highway 290 West #150

Austin, TX 78735

Firm #: 16384

October 2021

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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.

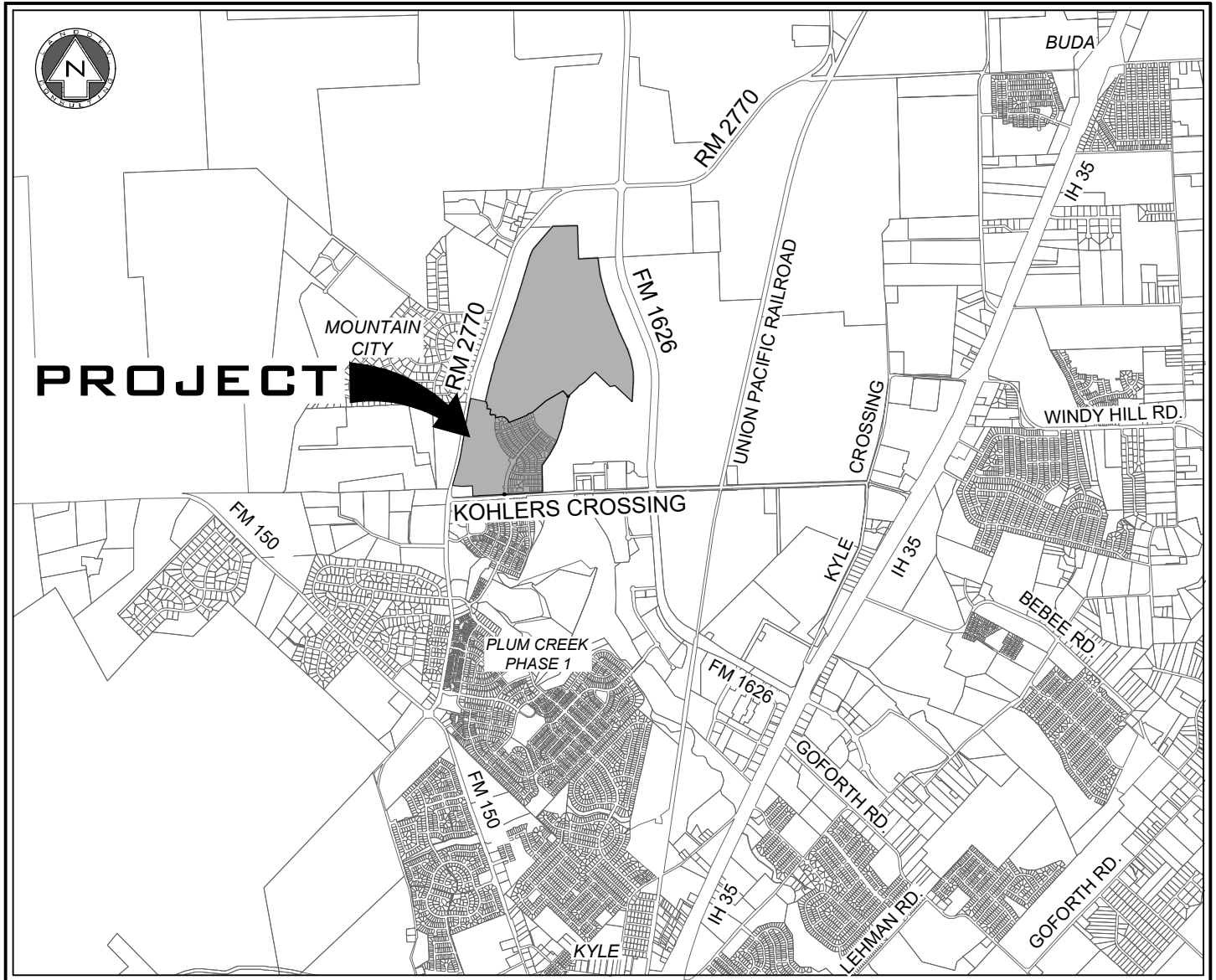
Construction Stage

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 # 25

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 HMA 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 HMA 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	SUBTOTAL	\$285,538.22
6. CHANGE ORDER #2A	SUBTOTAL	\$68,714.07
12. CHANGE ORDER #8	SUBTOTAL	\$34,584.08
DRY UTILITIES/PRIVATE COSTS (NOT INCLUDED IN OVERALL SUBTOTAL)		
7. CHANGE ORDER #3	SUBTOTAL	\$879,410.20
8. CHANGE ORDER #4	SUBTOTAL	\$2,740.50
9. CHANGE ORDER #5 (POWELL LANE)	SUBTOTAL	\$5,328.75
10. CHANGE ORDER #6 (POWELL LANE)	SUBTOTAL	\$6,902.00
11. CHANGE ORDER #7	SUBTOTAL	\$26,206.25
OVERALL SUBTOTAL		\$6,573,991.66
13. ENGINEERING & CONSULTING FEES (Plum Creek Phase 2, Section 1 & Powell Lane)		SUBTOTAL
		\$426,200.00
14. FEES		SUBTOTAL
		\$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 HMA 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 HMA 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 HMA 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 HMA 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 HMA 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 - 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-ft 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 Easements)	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
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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

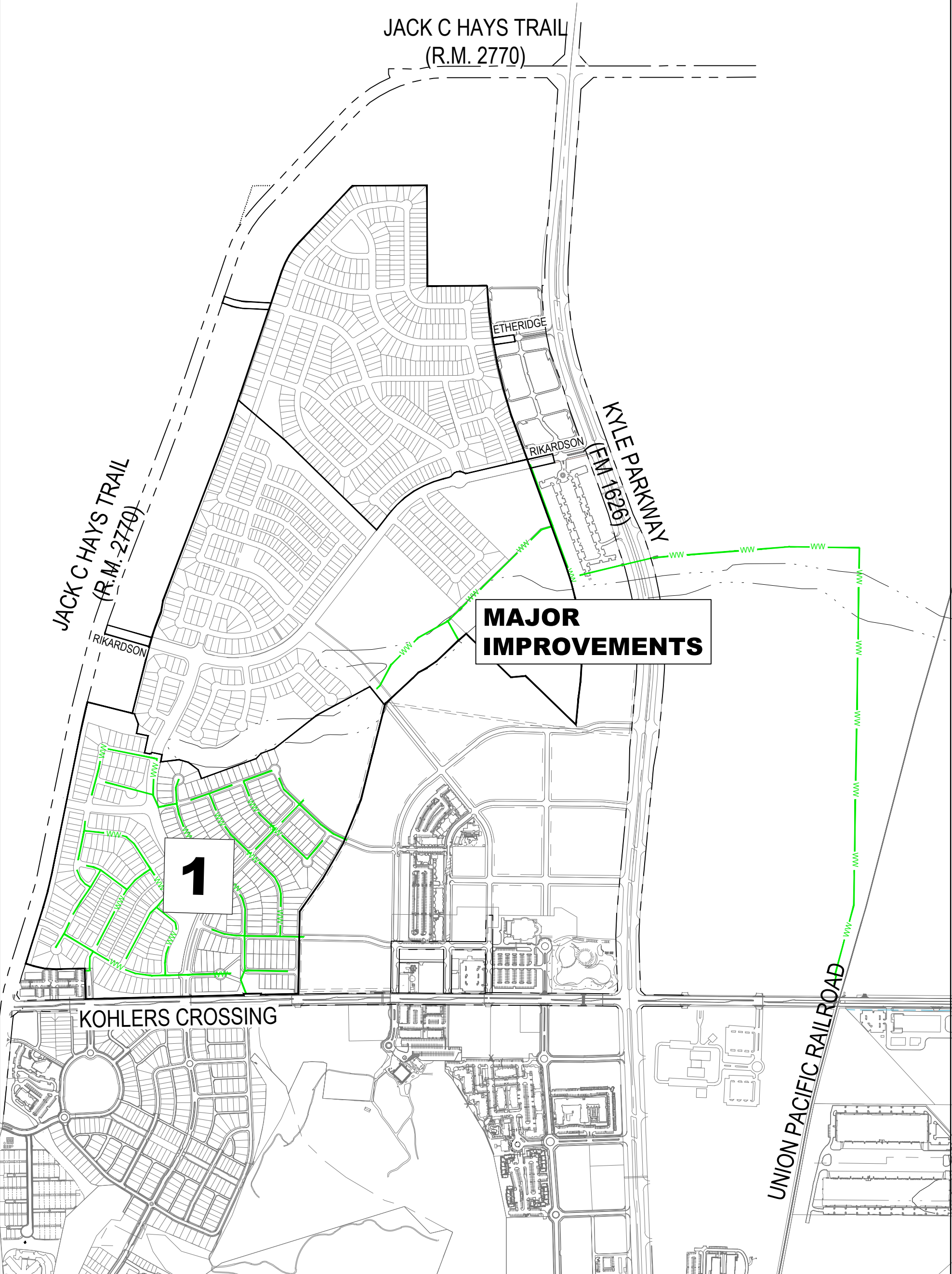
LEGEND

- ROW
- PROPERTY BOUNDARY
- WASTEWEATER



0 500' 1,000'

SCALE: 1" = 500'



PLUM CREEK NORTH

OVERALL AREA IMPROVEMENTS - WASTEWATER
KYLE, HAYS COUNTY, TEXAS
AUGUST, 2021

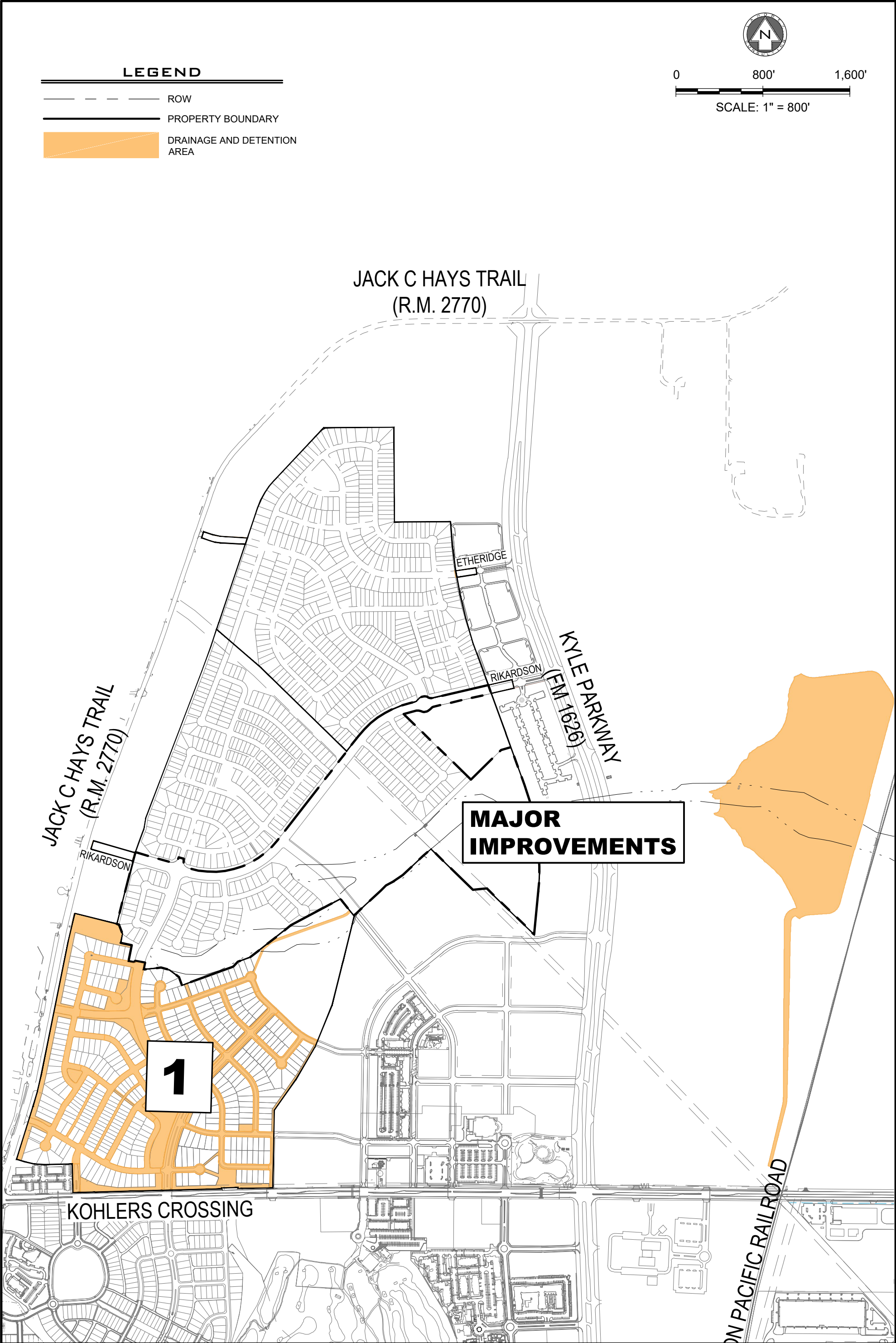
Item # 25

APPENDIX 4

OVERALL IMPROVEMENTS MAP:

DRAINAGE

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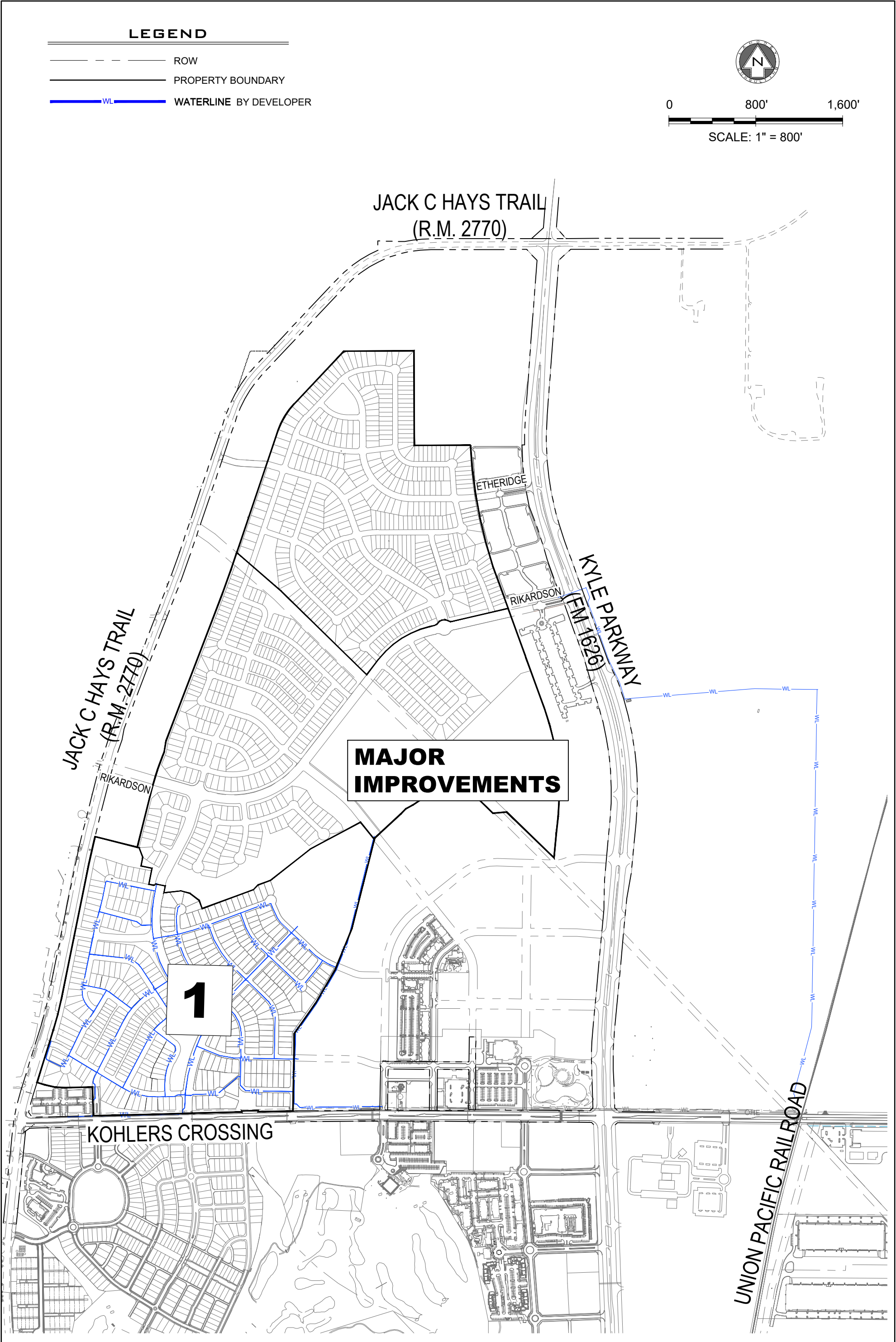


APPENDIX 5

OVERALL IMPROVEMENTS MAP:

POTABLE WATER

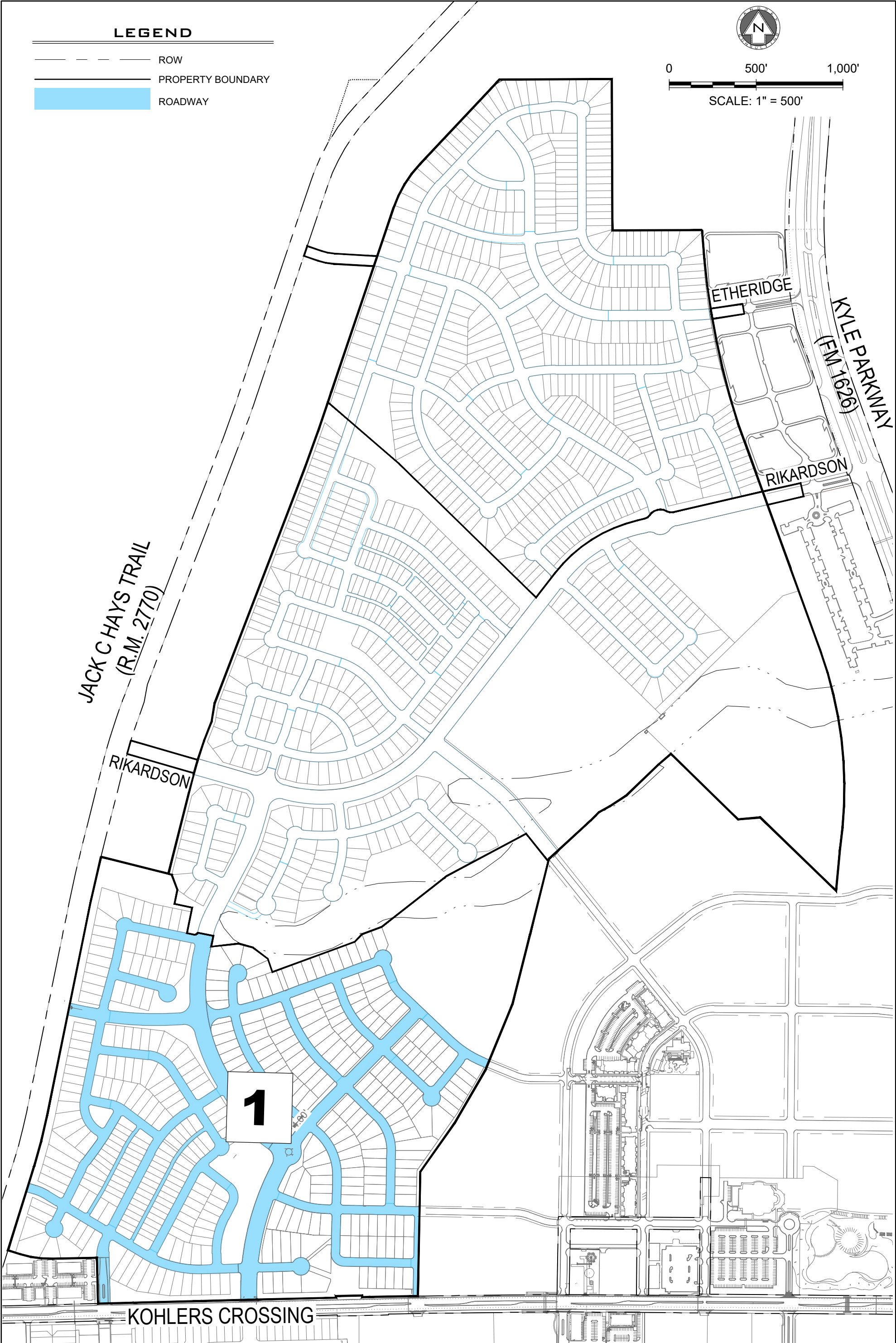
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APPENDIX 6

OVERALL IMPROVEMENTS MAP: STREETS

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APPENDIX 7

IMPROVEMENT AREA #1 MAP: WASTEWATER

LEGEND

- ROW
- PROPERTY BOUNDARY
- WASTEWEATER



0 500' 1,000'

SCALE: 1" = 500'

JACK C HAYS TRAIL
(R.M. 2770)

ETHERIDGE

RIKARDSON

KYLE PARKWAY
(FM 1626)

JACK C HAYS TRAIL
(R.M. 2770)

RIKARDSON

1

KOHLERS CROSSING

UNION PACIFIC RAILROAD

PLUM CREEK NORTH

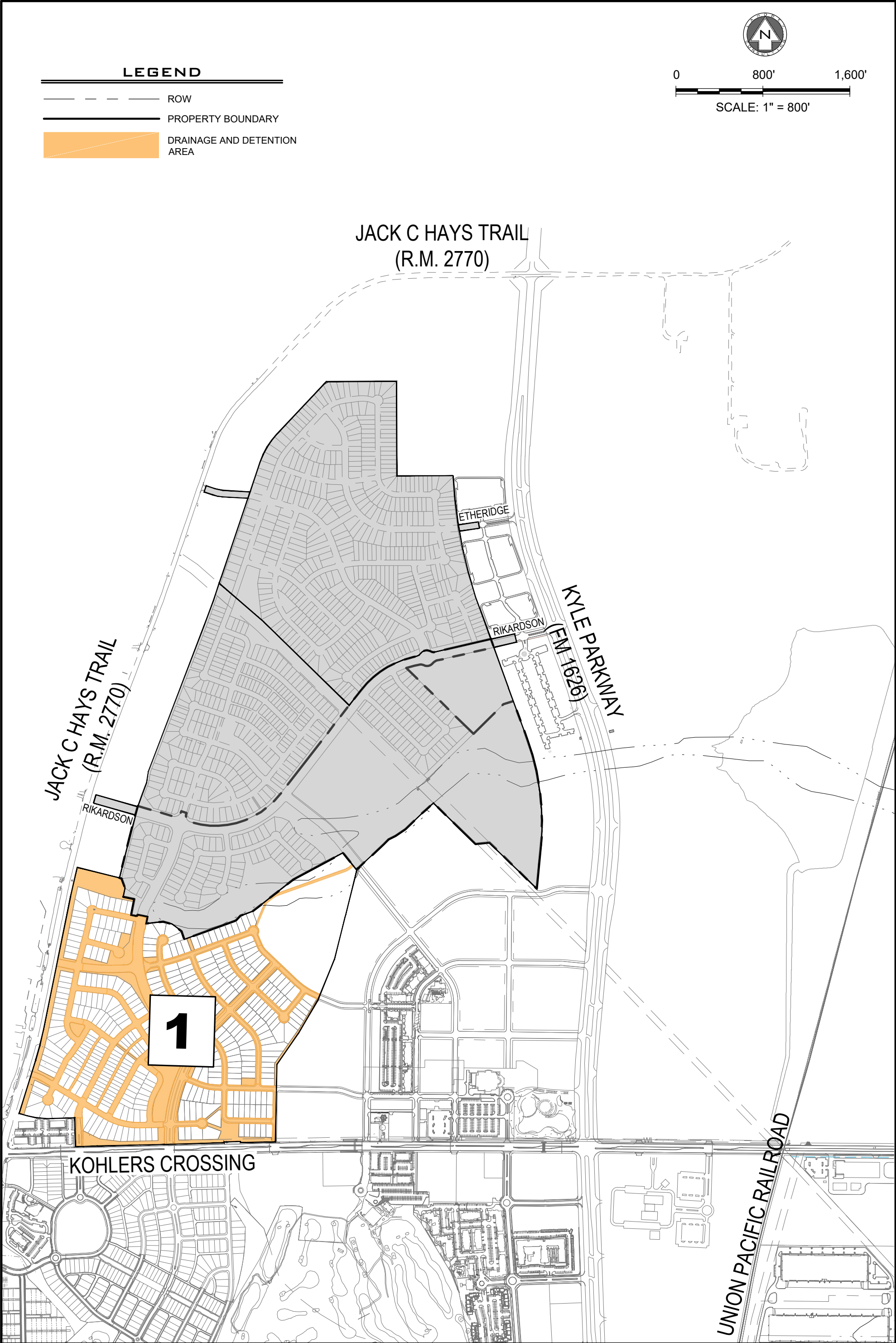
IMPROVEMENT AREA 1 - WASTEWATER
KYLE, HAYS COUNTY, TEXAS
AUGUST, 2021

Item # 25

APPENDIX 8

IMPROVEMENT AREA #1 MAP: DRAINAGE

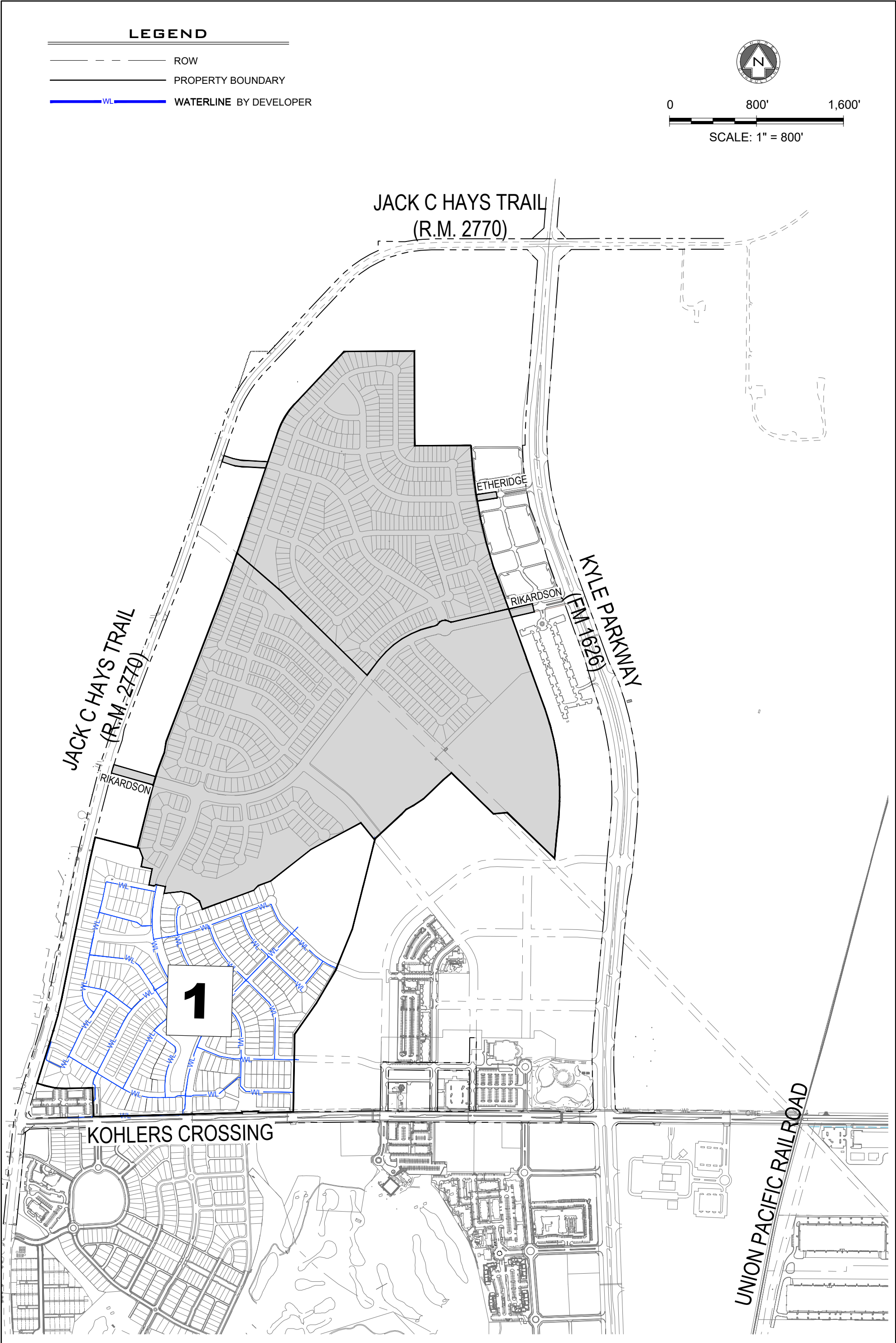
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APPENDIX 9

IMPROVEMENT AREA #1 MAP: POTABLE WATER

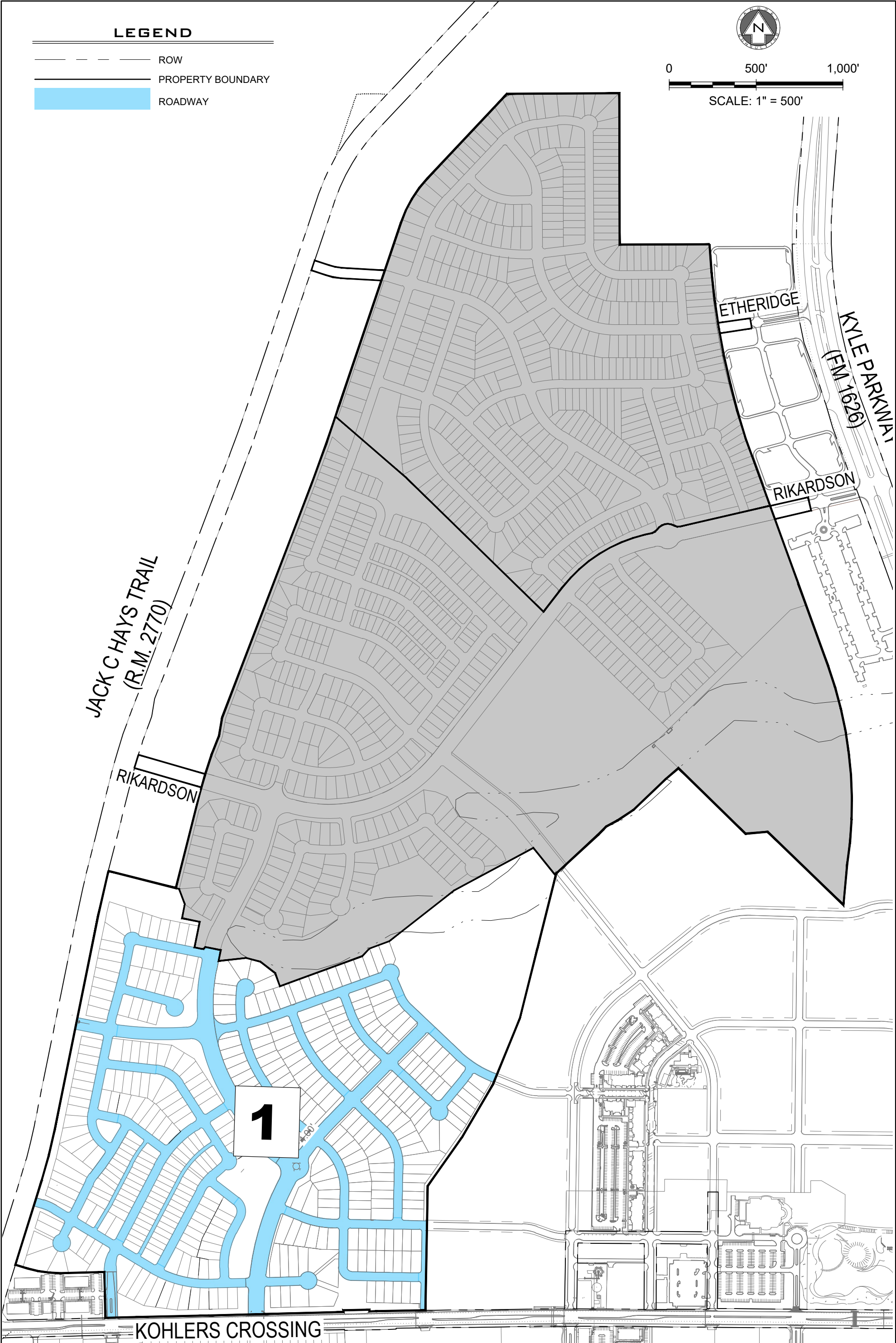
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APPENDIX 10

IMPROVEMENT AREA #1 MAP: STREETS

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APPENDIX 11

IMPROVEMENT AREA #1 MAP: PARKS, OPEN SPACE, & LANDSCAPING



LEGEND

- MASONRY WALLS
- PUBLIC OPEN SPACE
- ENHANCED ENTRY FEATURE - MAIN
- COMMUNITY ENTRY FEATURE AND LANDSCAPE
- ENHANCED ENTRY FEATURE - ROUNDABOUT

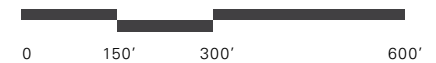
DISCLAIMER:
LANDSCAPE IMPROVEMENT EXHIBIT IS FOR DIAGRAMMATIC PURPOSES ONLY AND IS SUBJECT TO CHANGE.



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
- WASTEWEATER



0 500' 1,000'

SCALE: 1" = 500'

JACK C HAYS TRAIL
(R.M. 2770)

ETHERIDGE

RIKARDSON

KYLE PARKWAY
(FM 1626)

JACK C HAYS TRAIL
(R.M. 2770)

RIKARDSON

MAJOR
IMPROVEMENTS

1

KOHLERS CROSSING

UNION PACIFIC RAILROAD

PLUM CREEK NORTH

MAJOR IMPROVEMENTS - WASTEWATER
KYLE, HAYS COUNTY, TEXAS
AUGUST, 2021

Item # 25

APPENDIX 13

MAJOR IMPROVEMENT AREA MAP: DRAINAGE

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LEGEND

- ROW
- PROPERTY BOUNDARY
- DRAINAGE AND DETENTION AREA



0 800' 1,600'

SCALE: 1" = 800'

JACK C HAYS TRAIL
(R.M. 2770)

ETHERIDGE

RIKARDSON

KYLE PARKWAY
(FM 1626)

MAJOR
IMPROVEMENTS

1

JACK C HAYS TRAIL
(R.M. 2770)

RIKARDSON

KOHLERS CROSSING

DN PACIFIC RAILROAD

PLUM CREEK NORTH

MAJOR IMPROVEMENT AREAS - DRAINAGE
KYLE, HAYS COUNTY, TEXAS
AUGUST, 2021

Item # 25

LDC

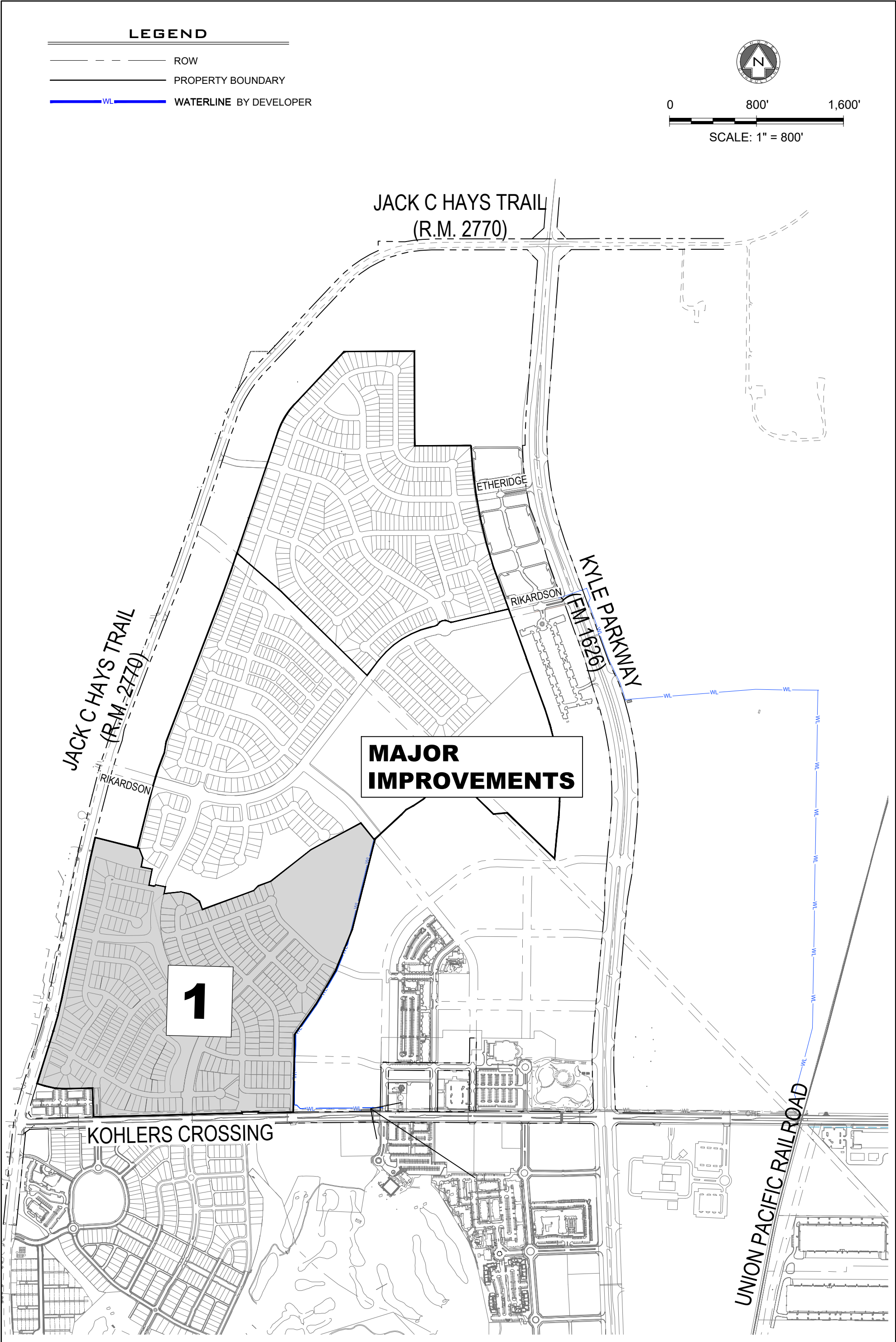
TBPE NO: 16384 • TBPLS NO: 10194101
5508 HIGHWAY 290 WEST, SUITE 150
AUSTIN, TX 78735 512.872.6696
LDCTEAMS.COM

APPENDIX 14

MAJOR IMPROVEMENT AREA MAP:

POTABLE WATER

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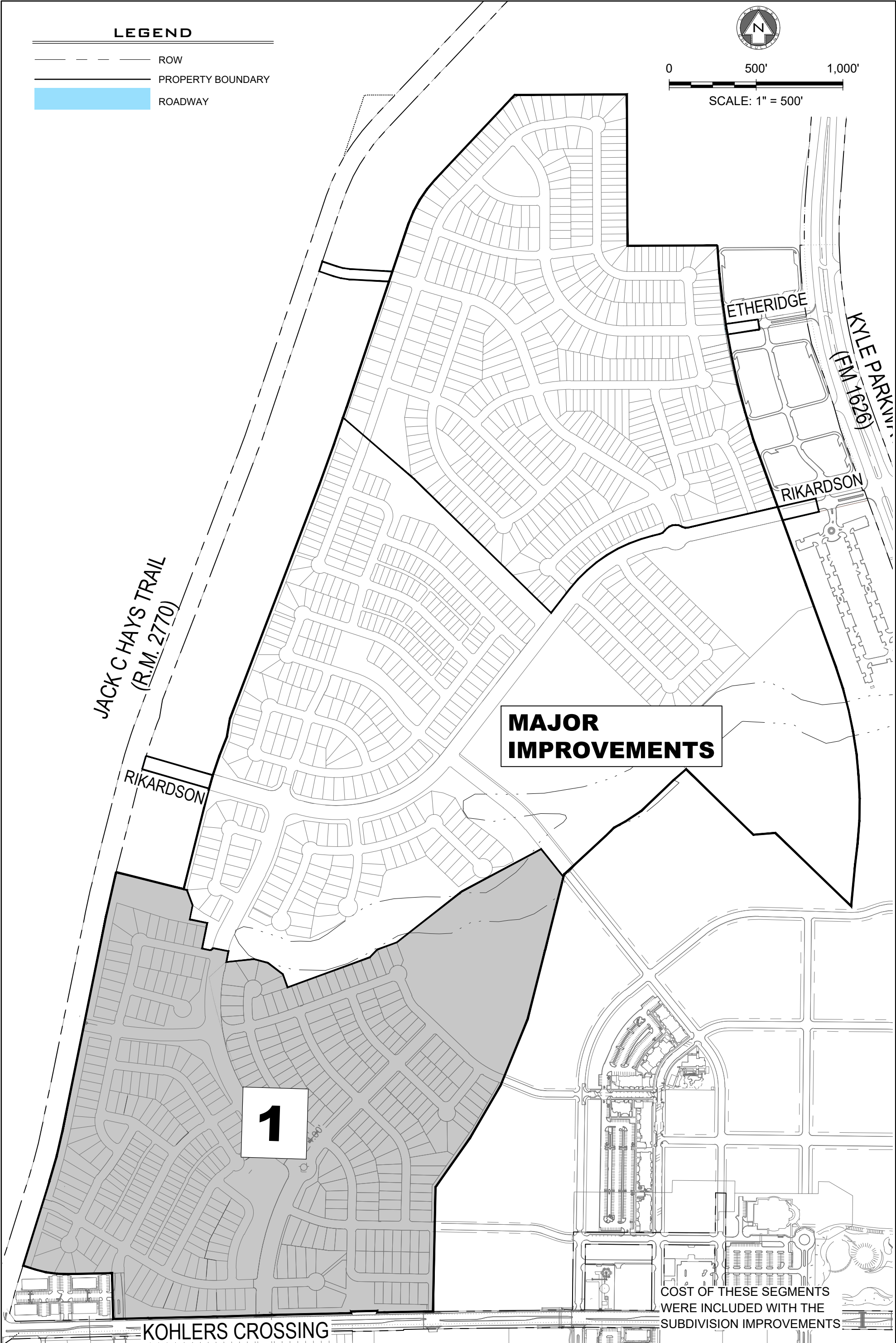


APPENDIX 15

MAJOR IMPROVEMENT AREA MAP:

STREETS

P:\Lennar\LEN15001_Plum Creek\03_ACAD\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.

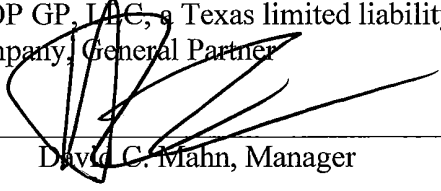
EXECUTED AND DELIVERED the 25 day of August, 2016 (the “**Effective Date**”).

(Signatures are on following pages)

GRANTOR:

PC OPERATING PARTNERS, LTD., a Texas limited partnership

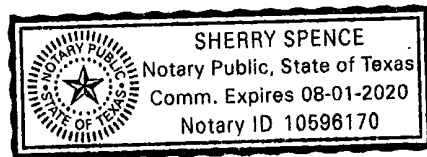
By: PCOP GP, LLC, a Texas limited liability Company, General Partner


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

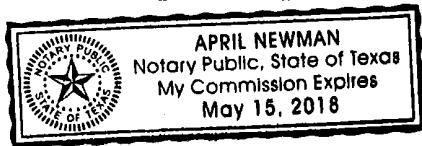
By: Lennar Texas Holding Company, a Texas
corporation, General Partner

By: 
Name: Amanda Ternejcic
Title: Authorized Agent

THE STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me this 26th day of August, 2016 by
Amanda Ternejcic, 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.



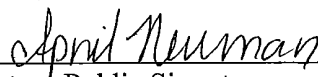

Notary Public Signature

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 → I

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

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

Exhibit A~I

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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

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

Exhibit A-1

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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

Exhibit A ~ |

Job No. 5549-01-001
FN1626R3(en)
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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)

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

Job No. 5549-01-001
FN1626R3(en)
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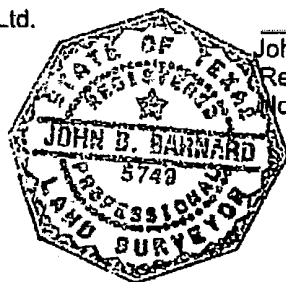
Exhibit A - 1

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

51.48-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.

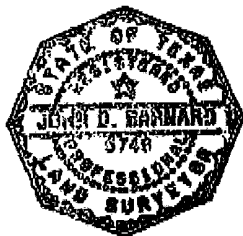
BOWMAN WORD FILE: FN1627(en)
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THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS
COUNTY OF TRAVIS §

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

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

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 308, 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 180.13 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
FN1755(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 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_FieldNotes\FN-1700\FN1755(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.

 7/15/16
Eric J. Dannheim Date
Registered Professional Land Surveyor
State of Texas No. 6075
TBPLS Firm No. 10124500

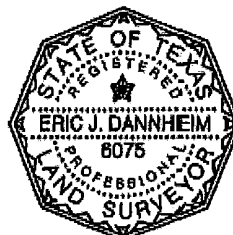


EXHIBIT B

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

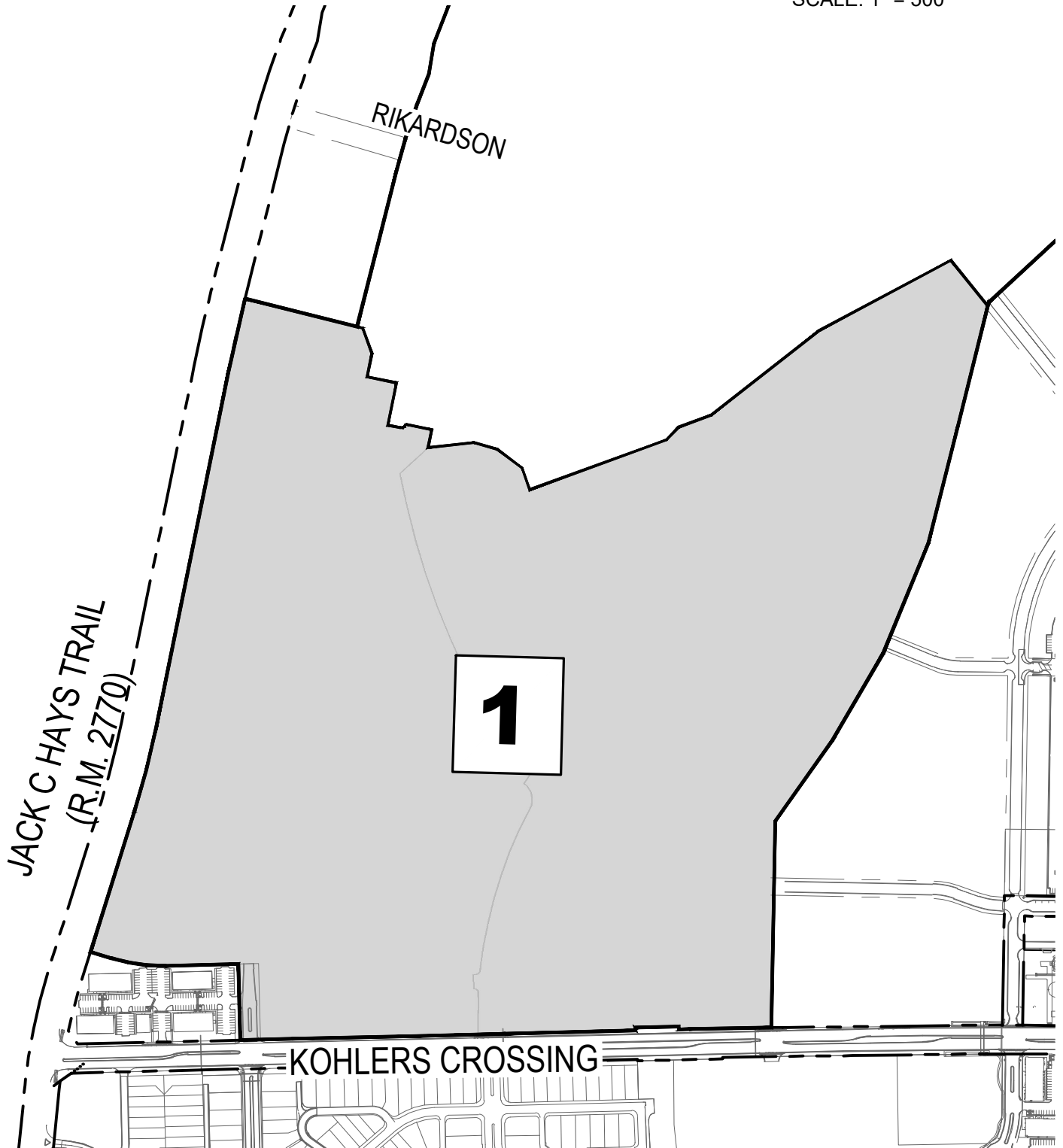
P:\Leman\LE15001_Plum Creek\03_ACADE\Exhibits\PID Exhibits\OVERALL NEIGHBORHOODS.dwg, AREA 1, June 25, 2021, 4:01 PM, kschnmidt



0 500' 1,000'



SCALE: 1" = 500'



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

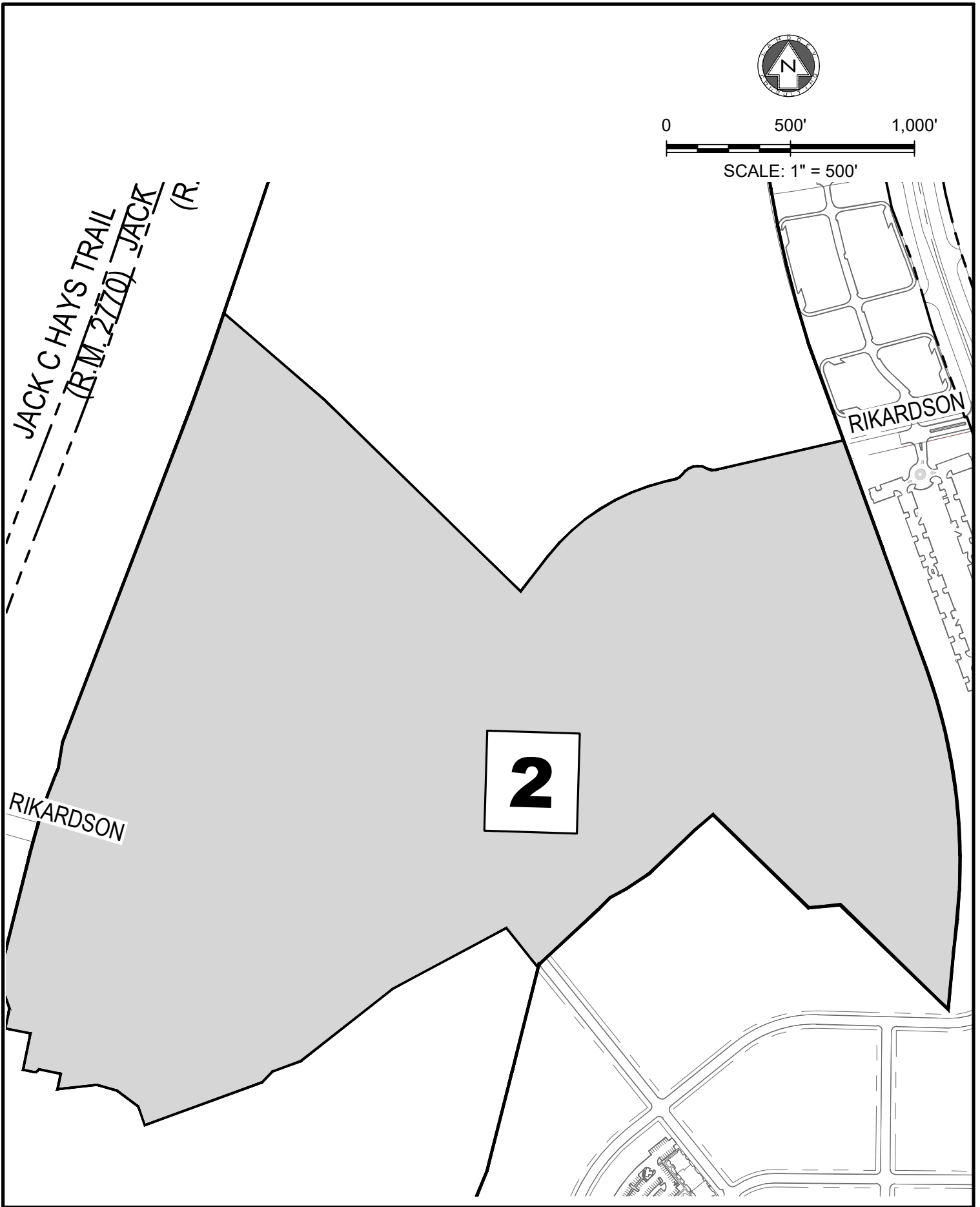


APPENDIX 18

LEGAL DESCRIPTION:

MAJOR IMPROVEMENT AREA

P:\Lennan\LEIN15001_Plum Creek\03_ACADE\Exhibits\PID 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

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

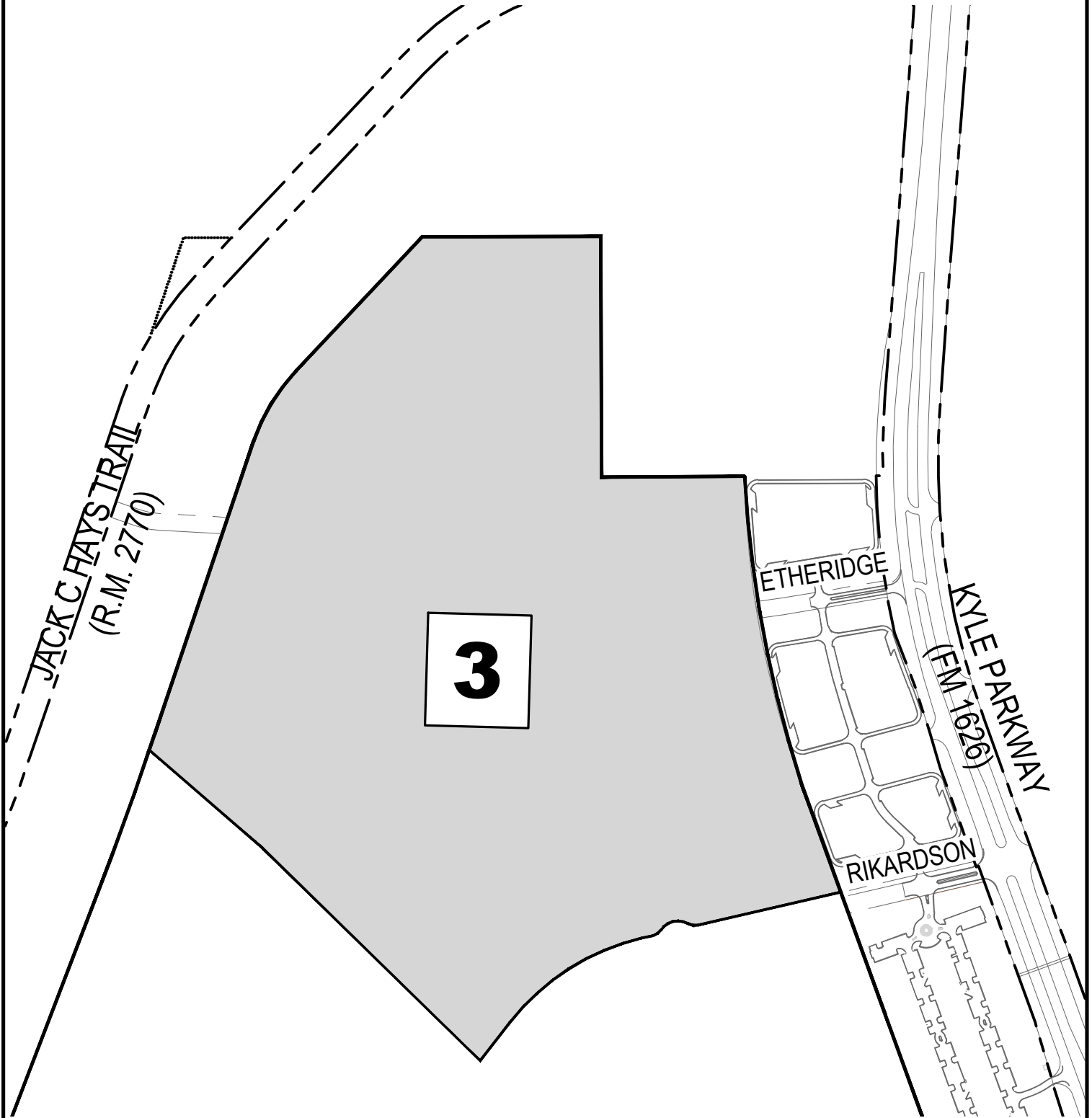


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0 500' 1,000'

SCALE: 1" = 500'



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





\$_____,000
CITY OF KYLE, TEXAS
SPECIAL ASSESSMENT REVENUE BONDS,
SERIES 2022
(PLUM CREEK NORTH PUBLIC IMPROVEMENT DISTRICT
IMPROVEMENT AREA #1 PROJECT)

WE HAVE ACTED AS BOND COUNSEL in connection with the issuance by the City of Kyle, Texas (the "City") of its \$_____,000 aggregate original principal amount of Special Assessment Revenue Bonds, Series 2022 (Plum Creek North Public Improvement District Improvement Area #1 Project) (the "Bonds"). We have examined the applicable and pertinent provisions of the Constitution and laws of the State of Texas; the Internal Revenue Code of 1986, as amended to the date hereof (the "Code"), the regulations of the United States Department of the Treasury adopted thereunder, rulings and procedures thereunder pertinent to this opinion; an ordinance of the City Council of the City (the "City Council") authorizing the Bonds adopted on March 22, 2022 (the "Bond Ordinance"); the Indenture of Trust, dated as of March 15, 2022 (the "Indenture"), by and between the City and BOKF, NA, as Trustee (the "Trustee") authorizing the issuance of the Bonds; a transcript of certified proceedings of the City Council relating to the authorization, issuance, sale and delivery of the Bonds, including the Bond Ordinance; the Indenture; the Bonds and opinions of officials of the City; the Tax Certificate of the City; and other pertinent instruments authorizing and relating to the issuance of the Bonds. We have examined the Initial Bond (as defined in the Indenture) which we found to be in due form and properly executed. As to questions of fact material to our opinion, we have relied upon the certified proceedings and other certifications of public officials furnished to us without undertaking to verify the same by independent investigation.

BASED ON OUR EXAMINATION, we are of the opinion as of the date hereof and under existing law, as follows:

1. The Bonds are valid and legally binding obligations of the City enforceable in accordance with their terms, except as their enforceability may be limited by bankruptcy, insolvency, or other laws affecting creditors' rights generally and as may be affected by matters involving the exercise of equitable or judicial discretion.
2. The Bonds are secured by and payable solely from the Trust Estate, as defined in the Indenture. The Owners of the Bonds shall never have the right to demand payment thereof from any funds raised by taxation, or from any other revenues, properties or income of the City.

3. Interest on the Bonds is excludable for federal income tax purposes from the gross income of the owners thereof pursuant to Section 103 of the Code and will not constitute a specific item of tax preference under Section 57 of the Code for purposes of calculating the alternative minimum tax on individuals.

In rendering this opinion, we have assumed continuing compliance by the City with the covenants contained in the Indenture and the Tax Certificate, that it will comply with the applicable requirements of the Code, including requirements relating to, *inter alia*, the use and investment of proceeds of the Bonds and rebate to the United States Treasury of specified arbitrage earnings, if any, under Section 148(f) of the Code. Failure of the City to comply with such covenants could result in the interest on the Bonds being subject to federal income tax from the date of issue. We have not undertaken to monitor compliance with such covenants or to advise any party as to changes in the law after the date hereof that may affect the tax-exempt status of the interest on the Bonds.

The opinions set forth above are based on existing law, which is subject to change. Such opinions are further based on our knowledge of facts as of the date hereof. We assume no duty to update or supplement these opinions to reflect any facts or circumstances that may hereafter come to our attention or to reflect any changes in any law that may hereafter occur or become effective. Moreover, our opinions are not a guarantee of result and are not binding on the Internal Revenue Service; rather, such opinions represent our legal judgment based upon our review of existing law and in reliance upon the representations and covenants referenced above that we deem relevant to such opinions. We observe that the City has covenanted in the Indenture not to take any action, or omit to take any action within its control, that if taken or omitted, respectively, may result in the treatment of interest on the Bonds as includable in gross income for federal income tax purposes.

Respectfully,

**CITY OF KYLE, TEXAS,
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2022
(PLUM CREEK NORTH PUBLIC IMPROVEMENT DISTRICT
IMPROVEMENT AREA #1 PROJECT)**

CONTINUING DISCLOSURE AGREEMENT OF THE ISSUER

This Continuing Disclosure Agreement of the Issuer dated as of March 15, 2022 (this “Disclosure Agreement”) is executed and delivered by and between the City of Kyle, Texas (the “Issuer”), P3Works, LLC (the “Administrator”) and RBC Capital Markets, LLC, acting solely in its capacity of dissemination agent (the “Dissemination Agent”), with respect to the Issuer’s “Special Assessment Revenue Bonds, Series 2022 (Plum Creek North Public Improvement District Improvement Area #1 Project)” (the “Bonds”). The Issuer, the Administrator, and the Dissemination Agent covenant and agree as follows:

SECTION 1. Purpose of the Disclosure Agreement. This Disclosure Agreement is being executed and delivered by the Issuer, the Administrator and the Dissemination Agent for the benefit of the Owners (defined below) and beneficial owners of the Bonds. Unless and until a different filing location is designated by the MSRB (defined below) or the SEC (defined below), all filings made by the Dissemination Agent pursuant to this Disclosure Agreement shall be filed with the MSRB through EMMA (defined below).

SECTION 2. Definitions. In addition to the definitions set forth above and in the Indenture of Trust, dated as of March 15, 2022 relating to the Bonds (the “Indenture”), which apply to any capitalized term used in this Disclosure Agreement, including the Exhibits hereto, unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

“Administrator” shall mean the Issuer or the person or independent firm designated by the Issuer who shall have the responsibility provided in the Service and Assessment Plan, the Indenture, or any other agreement or document approved by the Issuer related to the duties and responsibilities of the administration of the District. The Issuer has selected P3Works, LLC as the current Administrator.

“Annual Collection Costs” shall have the meaning assigned to such term in the Indenture.

“Annual Financial Information” shall mean annual financial information as such term is used in paragraph (b)(5)(i) of the Rule and specified in Section 4(a) of this Disclosure Agreement.

“Annual Installment(s)” shall have the meaning assigned to such term in the Indenture.

“Annual Issuer Report” shall mean any Annual Issuer Report provided by the Issuer pursuant to, and as described in, Sections 3 and 4 of this Disclosure Agreement.

“Business Day” shall mean any day other than a Saturday, Sunday, legal holiday, or day on which banking institutions in the city where the Trustee is located are required or authorized by law or executive order to close.

“Designated Successors and Assigns” shall mean (i) an entity to which Developer assigns (in writing) its rights and obligations contained in the Financing Agreement, (ii) any entity which is the successor by merger or otherwise to all or substantially all of Developer’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 Developer.

“Developer” shall mean Lennar Homes of Texas Land and Construction, LTD., a Texas limited partnership, together with its Designated Successors and Assigns.

“Disclosure Agreement of Developer” shall mean the Continuing Disclosure Agreement of the Developer dated as of March 15, 2022 executed and delivered by the Developer, P3Works, LLC, as Administrator and the Dissemination Agent.

“Disclosure Representative” shall mean the Director of Finance of the Issuer or the designee of either of such officers, or such other officer or employee as the Issuer may designate in writing to the Dissemination Agent from time to time.

“Dissemination Agent” shall mean RBC Capital Markets, LLC, acting solely in its capacity of dissemination agent, or any successor Dissemination Agent designated in writing by the Issuer and which has filed with the Trustee a written acceptance of such designation.

“District” shall mean Plum Creek North Public Improvement District.

“EMMA” shall mean the Electronic Municipal Market Access System currently available on the internet at <http://emma.msrb.org>.

“Financial Obligation” shall mean a (a) debt obligation; (b) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (c) guarantee of a debt obligation or any such derivative instrument; provided that “financial obligation” shall not include municipal securities as to which a final official statement (as defined in the Rule) has been provided to the MSRB consistent with the Rule.

“Financing Agreement” means the Plum Creek North Public Improvement District Financing and Reimbursement Agreement between the Developer and the City dated as of November 16, 2021, as amended.

“Fiscal Year” shall mean the Issuer’s fiscal year, currently the 12 month period from October 1 through September 30.

“Improvement Area #1” shall have the meaning assigned to such term in the Indenture.

“Improvement Area #1 Assessment(s)” shall have the meaning assigned to such term in the Indenture.

“Listed Events” shall mean any of the events listed in Section 5(a) of this Disclosure Agreement.

“MSRB” shall mean the Municipal Securities Rulemaking Board or any other entity designated or authorized by the SEC to receive reports pursuant to the Rule.

“Outstanding” shall have the meaning assigned to such term in the Indenture.

“Owner” shall mean the registered owner of any Bonds.

“Participating Underwriter” shall mean FMSbonds, Inc. and its successors and assigns.

“Prepayments” shall have the meaning assigned to such term in the Indenture.

“Rule” shall mean Rule 15c2-12 adopted by the SEC under the Securities Exchange Act of 1934, as the same may be amended from time to time.

“SEC” shall mean the United States Securities and Exchange Commission.

“Service and Assessment Plan” shall have the meaning assigned to such term in the Indenture.

“Trust Estate” shall have the meaning assigned to such term in the Indenture.

“Trustee” shall mean BOKF, NA, Houston, Texas, a national banking association duly organized and existing under the laws of the United States or any successor trustee pursuant to the Indenture.

SECTION 3. Provision of Annual Issuer Reports.

(a) The Issuer shall cause and hereby directs the Dissemination Agent to provide or cause to be provided to the MSRB, in the electronic or other form required by the MSRB, commencing with the Fiscal Year ending September 30, 2022, an Annual Issuer Report provided to the Dissemination Agent which is consistent with the requirements of and within the time periods specified in Section 4 of this Disclosure Agreement; provided that the audited financial statements of the Issuer, if prepared and when available, may be submitted separately from the Annual Issuer Report, and later than the date required in this paragraph for the filing of the Annual Issuer Report, if audited financial statements are not available by that date; provided, however, if the audited financial statements are not complete within such period, then the Issuer shall provide unaudited financial statements within such period. In each case, the Annual Issuer Report may be submitted as a single document or as separate documents comprising a package and may include by reference other information as provided in Section 4 of this Disclosure Agreement. If the Issuer’s Fiscal Year changes, it shall file notice of such change (and of the date of the new Fiscal Year) with the MSRB prior to the next date by which the Issuer otherwise would be required to provide the Annual Issuer Report pursuant to this paragraph. All documents provided to the MSRB shall be accompanied by identifying information as prescribed by the MSRB.

Not later than ten (10) days prior to the date specified in Section 4 of this Disclosure Agreement for providing the Annual Issuer Report to the MSRB, the Issuer shall provide the Annual Issuer Report

to the Dissemination Agent. The Dissemination Agent shall provide such Annual Issuer Report to the MSRB not later than ten (10) days from receipt of such Annual Issuer Report from the Issuer.

If by the fifth (5th) day before the filing date required under Section 4 of this Disclosure Agreement, the Dissemination Agent has not received a copy of the Annual Issuer Report, the Dissemination Agent shall contact the Disclosure Representative by telephone and in writing (which may be by e-mail) to remind the Issuer of its undertaking to provide the applicable Annual Issuer Report pursuant to this subsection (a). Upon such reminder, the Disclosure Representative shall either (i) provide the Dissemination Agent with an electronic copy of the Annual Issuer Report no later than two (2) Business Days prior to the filing date required under Section 4 of this Disclosure Agreement; or (ii) instruct the Dissemination Agent in writing that the Issuer will not be able to provide the Annual Issuer Report within the time required under this Disclosure Agreement, state the date by which the Annual Issuer Report for such year will be provided and instruct the Dissemination Agent to immediately send a notice to the MSRB in substantially the form attached as Exhibit A; provided, however, that in the event the Disclosure Representative is required to act under either (i) or (ii) described above, the Dissemination Agent still must file the Annual Issuer Report or the notice of failure to file, as applicable, to the MSRB, no later than six months after the end of each Fiscal Year; provided further, however, that in the event the Disclosure Representative fails to act under either (i) or (ii) described above, the Dissemination Agent shall file a notice of failure to file no later than on the last Business Day of the six month period after the end of the Fiscal Year.

(b) The Issuer shall or shall cause the Dissemination Agent to:

(i) determine the filing address or other filing location of the MSRB each year prior to filing the Annual Issuer Report on the date required in subsection (a);

(ii) file the Annual Issuer Report containing or incorporating by reference the information set forth in Section 4 hereof; and

(iii) if the Issuer has provided the Dissemination Agent with the completed Annual Issuer Report and the Dissemination Agent has filed such Annual Issuer Report with the MSRB, then the Dissemination Agent shall file a report with the Issuer certifying that the Annual Issuer Report has been provided pursuant to this Disclosure Agreement, stating the date it was provided and that it was filed with the MSRB.

SECTION 4. Content and Timing of Annual Issuer Reports. The Annual Issuer Report for the Bonds shall contain or incorporate by reference, and the Issuer agrees to provide or cause to be provided to the Dissemination Agent, the following:

(a) Within six (6) months after the end of each Fiscal Year the Annual Financial Information of the Issuer (any or all of which may be unaudited) being:

(i) Tables setting forth the following information, as of the end of such Fiscal Year:

(A) For the Bonds, the maturity date or dates, the interest rate or rates, the original aggregate principal amount, the principal amount remaining Outstanding and the interest amount remaining Outstanding;

- (B) The amounts in the funds and accounts securing the Bonds; and
- (C) The assets and liabilities of the Trust Estate.

(ii) The principal and interest paid on the Bonds during such Fiscal Year and the minimum scheduled principal and interest required to be paid on the Bonds in the next Fiscal Year.

(iii) Any changes to the land use designation for the property in Improvement Area #1 from the purposes identified in the Service and Assessment Plan.

(iv) Updates to the information in the Service and Assessment Plan as most recently amended or supplemented (a "SAP Update"), including any changes to the methodology for levying the Improvement Area #1 Assessments.

(v) The aggregate taxable assessed valuation for parcels or lots within Improvement Area #1 based on the most recent certified tax roll available to the Issuer.

(vi) With respect to single-family residential lots, until building permits have been issued for parcels or lots representing, in the aggregate, ninety-five percent (95%) of the total Improvement Area #1 Assessments levied within Improvement Area #1, the Annual Financial Information (in the SAP Update or otherwise) shall include the following:

(A) the number of new homes completed in Improvement Area #1 during such Fiscal Year; and

(B) the aggregate number of new homes completed within Improvement Area #1 since filing the initial Annual Issuer Report for the Fiscal Year ended September 30, 2022.

(vii) Listing of any property or property owners in Improvement Area #1 representing more than five percent (5%) of the levy of Improvement Area #1 Assessments, the amount of the levy of Improvement Area #1 Assessments against such landowners, and the percentage of such Improvement Area #1 Assessments relative to the entire levy of Improvement Area #1 Assessments, all as of the October 1 billing date for the Fiscal Year.

(viii) Collection and delinquency history of the Improvement Area #1 Assessments for the past five Fiscal Years, in substantially the following format:

Collected in Fiscal Year Ending 9/30	Improvement Area #1 Assessment Billed	Parcels Levied	Delinquent Amount as of 3/1	Delinquent Percentage as of 3/1	Delinquent Amount as of 9/1	Delinquent Percentage as of 9/1	Total Improvement Area #1 Assessments Collected ⁽¹⁾
20__							
20__							
20__							
20__							
20__							\$

⁽¹⁾ Collected as of ____, 20__. Includes \$____ attributable to Prepayments

(ix) For each calendar year, if the total amount of Annual Installments that are delinquent as of September 1 in such calendar year is equal to or greater than ten percent (10%) of the total amount of Annual Installments due in such calendar year, a list of parcel numbers for which the Annual Installments are delinquent.

(x) Total amount of Prepayments collected, as of the February 15 of the calendar year immediately succeeding such Fiscal Year, in each case with respect to the most recent billing period (generally, October 1 of the preceding calendar year through January 31 of the current calendar year).

(xi) The amount of delinquent Improvement Area #1 Assessments by Fiscal Year:

(A) which are subject to institution of foreclosure proceedings (but as to which such proceedings have not been instituted);

(B) for which foreclosure proceedings have been instituted but have not been concluded;

(C) which have been reduced to judgment but not collected;

(D) which have been reduced to judgment and collected; and

(E) the result of any foreclosure sales of assessed property within Improvement Area #1 if the assessed property sold at a foreclosure sale represents more than five percent (5%) of the total amount of Improvement Area #1 Assessments.

(xii) A description of any amendment to this Disclosure Agreement and a copy of any restatements to the Issuer's audited financial statements during such Fiscal Year.

(b) If not provided with the financial information provided under subsection 4(a) above, if prepared and when available, the audited financial statements of the Issuer for the most recently ended Fiscal Year, prepared in accordance with generally accepted accounting principles applicable from time to time to the Issuer. If such audited financial statements are not complete within the time period specified in subsection 4(a) above, then the Issuer shall provide unaudited financial statements within such period and shall provide audited financial statements for the applicable Fiscal Year when and if the audit report on such statements becomes available.

See Exhibit B hereto for a form for submitting the information set forth in the preceding paragraphs. The Issuer has designated P3Works, LLC as the initial Administrator. The Administrator, and if no Administrator is designated, Issuer's staff, shall prepare the Annual Financial Information. In all cases, the Issuer shall have the sole responsibility for the content, design and other elements comprising substantive contents of the Annual Issuer Reports under this Section 4.

Any or all of the items listed above may be included by specific reference to other documents, including disclosure documents of debt issues of the Issuer, which have been submitted to and are publicly accessible from the MSRB. If the document included by reference is a final offering document, it must be available from the MSRB. The Issuer shall clearly identify each such other document so included by reference.

SECTION 5. Reporting of Significant Events.

(a) Pursuant to the provisions of this Section 5, each of the following is a Listed Event with respect to the Bonds:

1. Principal and interest payment delinquencies.
2. Non-payment related defaults, if material.
3. Unscheduled draws on debt service reserves reflecting financial difficulties.
4. Unscheduled draws on credit enhancements reflecting financial difficulties.
5. Substitution of credit or liquidity providers, or their failure to perform.
6. Adverse tax opinions, the issuance by the IRS of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds.
7. Modifications to rights of Owners, if material.
8. Bond calls, if material, and tender offers.
9. Defeasances.
10. Release, substitution, or sale of property securing repayment of the bonds, if material.
11. Rating changes.
12. Bankruptcy, insolvency, receivership or similar event of the Issuer.
13. The consummation of a merger, consolidation, or acquisition of the Issuer, or the sale of all or substantially all of the assets of the Issuer, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material.
14. Appointment of a successor or additional trustee under the Indenture or the change of name of a trustee, if material.
15. Incurrence of a Financial Obligation of the Issuer, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the Issuer, any of which affect security holders, if material.
16. Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the Issuer, any of which reflect financial difficulties.

The Issuer does not intend for any sale by the Developer of real property within Improvement Area #1 to be considered a significant event for the purposes of number 10 above.

Any event described in number 12 above is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for the Issuer in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the Issuer, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the Issuer.

The Issuer intends the words used in numbers 15 and 16 above and the definition of Financial Obligation to have the same meanings as when they are used in the Rule, as evidenced by SEC Release No. 34-83885, dated August 20, 2018.

Upon the occurrence of a Listed Event, the Issuer shall promptly notify the Dissemination Agent in writing and the Issuer shall direct the Dissemination Agent to file a notice of such occurrence with the MSRB. The Dissemination Agent shall file such notice no later than the Business Day immediately following the day on which it receives written notice of such occurrence from the Issuer. Any such notice is required to be filed within ten (10) Business Days of the occurrence of such Listed Event.

Any notice under the preceding paragraphs shall be accompanied with the text of the disclosure that the Issuer desires to make, the written authorization of the Issuer for the Dissemination Agent to disseminate such information as provided herein, and the date the Issuer desires for the Dissemination Agent to disseminate the information (which date shall not be more than ten (10) Business Days after the occurrence of the Listed Event or failure to file).

In all cases, the Issuer shall have the sole responsibility for the content, design and other elements comprising substantive contents of all disclosures made under this Section 5. In addition, the Issuer shall have the sole responsibility to ensure that any notice required to be filed under this Section 5 is filed within ten (10) Business Days of the occurrence of the Listed Event.

(b) The Dissemination Agent shall, promptly, and not more than five (5) Business Days after obtaining actual knowledge of the occurrence of any Listed Event with respect to the Bonds, notify the Disclosure Representative in writing of such Listed Event. The Dissemination Agent shall not be required to file a notice of the occurrence of such Listed Event with the MSRB unless and until it receives written instructions from the Disclosure Representative to do so. If the Dissemination Agent has been instructed by the Disclosure Representative on behalf of the Issuer to report the occurrence of a Listed Event under this subsection (b), the Dissemination Agent shall file a notice of such occurrence with the MSRB no later than the Business Day immediately following the day on which it receives written instructions from the Issuer. It is agreed and understood that the duty to make or cause to be made the disclosures herein is that of the Issuer and not that of the Trustee or the Dissemination Agent. It is agreed and understood that the Dissemination Agent has agreed to give the foregoing notice to the Issuer as an accommodation to assist it in monitoring the occurrence of such event, but is under no obligation to investigate whether any such event has occurred. As used above, “actual knowledge” means the actual

fact or statement of knowing, without a duty to make any investigation with respect thereto. In no event shall the Dissemination Agent be liable in damages or in tort to the Issuer, the Participating Underwriter, the Trustee, or any Owner or beneficial owner of any interests in the Bonds as a result of its failure to give the foregoing notice or to give such notice in a timely fashion.

(c) If in response to a notice from the Dissemination Agent under subsection (b), the Issuer determines that the Listed Event under number 2, 7, 8 (as to bond calls only), 10, 13, 14 or 15 of subparagraph (a) above is not material under applicable federal securities laws, the Issuer shall promptly, but in no case more than five (5) Business Days after occurrence of the event, notify the Dissemination Agent and the Trustee (if the Dissemination Agent is not the Trustee) in writing and instruct the Dissemination Agent not to report the occurrence pursuant to subsection (b).

SECTION 6. Termination of Reporting Obligations. The obligations of the Issuer, the Administrator and the Dissemination Agent under this Disclosure Agreement shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Bonds, when the Issuer is no longer an obligated person with respect to the Bonds, or upon delivery by the Disclosure Representative to the Dissemination Agent of an opinion of nationally recognized bond counsel to the effect that continuing disclosure is no longer required. So long as any of the Bonds remain Outstanding, the Dissemination Agent may assume that the Issuer is an obligated person with respect to the Bonds until it receives written notice from the Disclosure Representative stating that the Issuer is no longer an obligated person with respect to the Bonds, and the Dissemination Agent may conclusively rely upon such written notice with no duty to make investigation or inquiry into any statements contained or matters referred to in such written notice. If such termination occurs prior to the final maturity of the Bonds, the Issuer shall give notice of such termination in the same manner as for a Listed Event with respect to the Bonds under Section 5(a).

SECTION 7. Dissemination Agent. The Issuer may, from time to time, appoint or engage a Dissemination Agent or successor Dissemination Agent to assist it in carrying out its obligations under this Disclosure Agreement, and may discharge such Dissemination Agent, with or without appointing a successor Dissemination Agent. If at any time there is not any other designated Dissemination Agent, the Issuer shall be the Dissemination Agent. The initial Dissemination Agent appointed hereunder shall be RBC Capital Markets, LLC. The Issuer will give prompt written notice to the Developer, or any other party responsible for providing quarterly information pursuant to the Disclosure Agreement of Developer, of any change in the identity of the Dissemination Agent under the Disclosure Agreement of Developer.

SECTION 8. Amendment; Waiver. Notwithstanding any other provisions of this Disclosure Agreement, the Issuer and the Dissemination Agent may amend this Disclosure Agreement (and the Dissemination Agent shall not unreasonably withhold its consent to any amendment so requested by the Issuer), and any provision of this Disclosure Agreement may be waived, provided that the following conditions are satisfied:

(a) If the amendment or waiver relates to the provisions of Section 3(a), 4, or 5(a), it may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature or status of an obligated person with respect to the Bonds, or the type of business conducted;

(b) The undertaking, as amended or taking into account such waiver, would, in the opinion of nationally recognized bond counsel, have complied with the requirements of the Rule at the time of the delivery of the Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

(c) The amendment or waiver either (i) is approved by the Owners of the Bonds in the same manner as provided in the Indenture for amendments to the Indenture with the consent of Owners, or (ii) does not, in the opinion of nationally recognized bond counsel, materially impair the interests of the Owners or beneficial owners of the Bonds.

In the event of any amendment or waiver of a provision of this Disclosure Agreement, the Issuer shall describe such amendment in the next related Annual Issuer Report, and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver and its impact on the type (or in the case of a change of accounting principles, on the presentation) of financial information or operating data being presented by the Issuer. In addition, if the amendment relates to the accounting principles to be followed in preparing financial statements, (i) notice of such change shall be given in the same manner as for a Listed Event under Section 5(a), and (ii) the Annual Issuer Report for the year in which the change is made should present a comparison (in narrative form and also, if feasible, in quantitative form) between the financial statements as prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles. No amendment which adversely affects the Dissemination Agent may be made without its prior written consent (which consent will not be unreasonably withheld or delayed).

SECTION 9. Additional Information. Nothing in this Disclosure Agreement shall be deemed to prevent the Issuer from disseminating any other information, using the means of dissemination set forth in this Disclosure Agreement or any other means of communication, or including any other information in any Annual Issuer Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Agreement. If the Issuer chooses to include any information in any Annual Issuer Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Agreement, the Issuer shall have no obligation under this Disclosure Agreement to update such information or include it in any future Annual Issuer Report or notice of occurrence of a Listed Event.

SECTION 10. Default. In the event of a failure of the Issuer to comply with any provision of this Disclosure Agreement, the Dissemination Agent or any Owner or beneficial owner of the Bonds may, and the Trustee (at the request of any Participating Underwriter or the Owners of at least twenty-five percent (25%) aggregate principal amount of Outstanding Bonds and upon being indemnified to its satisfaction) shall, take such actions as may be necessary and appropriate to cause the Issuer to comply with its obligations under this Disclosure Agreement. A default under this Disclosure Agreement shall not be deemed an Event of Default under the Indenture with respect to the Bonds, and the sole remedy under this Disclosure Agreement in the event of any failure of the Issuer to comply with this Disclosure Agreement shall be an action for mandamus or specific performance. A default under this Disclosure Agreement by the Issuer shall not be deemed a default under the Disclosure Agreement of Developer by the Developer, and a default under the Disclosure Agreement of Developer by the Developer shall not be deemed a default under this Disclosure Agreement by the Issuer.

SECTION 11. Duties, Immunities and Liabilities of Dissemination Agent and Administrator.

(a) The Dissemination Agent shall not be responsible in any manner for the content of any notice or report (including without limitations the Annual Issuer Report) prepared by the Issuer pursuant to this Disclosure Agreement. The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Agreement, and no implied covenants shall be read into this Disclosure Agreement with respect to the Dissemination Agent. To the extent permitted by law, the Issuer agrees to hold harmless the Dissemination Agent, its officers, directors, employees and agents, but only with funds to be provided by the Developer or from Annual Collection Costs collected from the property owners in Improvement Area #1, against any loss, expense and liabilities which it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including attorneys' fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's negligence or willful misconduct; provided, however, that nothing herein shall be construed to require the Issuer to indemnify the Dissemination Agent for losses, expenses or liabilities arising from information provided to the Dissemination Agent by the Developer or the failure of the Developer to provide information to the Dissemination Agent as and when required under the Disclosure Agreement of Developer. The obligations of the Issuer under this Section shall survive resignation or removal of the Dissemination Agent and payment in full of the Bonds. Nothing in this Disclosure Agreement shall be construed to mean or to imply that the Dissemination Agent is an "obligated person" under the Rule. The Dissemination Agent shall not be responsible for the Issuer's failure to submit a complete Annual Issuer Report to the MSRB. The Dissemination Agent is not acting in a fiduciary capacity in connection with the performance of its respective obligations hereunder. The fact that the Dissemination Agent may have a banking or other business relationship with the Issuer or any person with whom the Issuer contracts in connection with the transaction described in the Indenture, apart from the relationship created by the Indenture or this Disclosure Agreement, shall not be construed to mean that the Dissemination Agent has actual knowledge of any event described in Section 5 above, except as may be provided by written notice to the Dissemination Agent pursuant to this Disclosure Agreement.

The Dissemination Agent may, from time to time, consult with legal counsel of its own choosing in the event of any disagreement or controversy, or question or doubt as to the construction of any of the provisions hereof or their respective duties hereunder, and the Dissemination Agent shall not incur any liability and shall be fully protected in acting in good faith upon the advice of such legal counsel.

(b) Except as otherwise provided herein, the Administrator shall not have any duty with respect to the content of any disclosures made pursuant to the terms hereof. The Administrator shall have only such duties as are specifically set forth in this Disclosure Agreement, and no implied covenants shall be read into this Disclosure Agreement with respect to the Administrator. To the extent permitted by law, the Issuer agrees to hold harmless the Administrator, its officers, directors, employees and agents, but only with funds to be provided by the Developer or from Annual Collection Costs collected from the property owners in Improvement Area #1, against any loss, expense and liabilities which it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including reasonable attorneys' fees) of defending against any claim of liability, but excluding liabilities due to the Administrator's negligence or willful misconduct; provided, however, that nothing herein shall be construed to require the Issuer to indemnify the Administrator for losses, expenses or liabilities arising from information provided to the Administrator by third parties, or the failure of any third party to provide information to the Administrator as and when required under this Disclosure Agreement, or the failure of the Developer to provide information to the Administrator as

and when required under the Disclosure Agreement of Developer. The obligations of the Issuer under this Section shall survive resignation or removal of the Administrator and payment in full of the Bonds. Nothing in this Disclosure Agreement shall be construed to mean or to imply that the Administrator is an “obligated person” under the Rule. The Administrator is not acting in a fiduciary capacity in connection with the performance of its respective obligations hereunder. The Administrator shall not in any event incur any liability with respect to (i) any action taken or omitted to be taken in good faith upon advice of legal counsel given with respect to any question relating to duties and responsibilities of the Administrator hereunder, or (ii) any action taken or omitted to be taken in reliance upon any document delivered to the Administrator and believed to be genuine and to have been signed or presented by the proper party or parties.

The Administrator may, from time to time, consult with legal counsel of its own choosing in the event of any disagreement or controversy, or question or doubt as to the construction of any of the provisions hereof or their respective duties hereunder, and the Administrator shall not incur any liability and shall be fully protected in acting in good faith upon the advice of such legal counsel.

(c) UNDER NO CIRCUMSTANCES SHALL THE DISSEMINATION AGENT, THE ADMINISTRATOR, OR THE ISSUER BE LIABLE TO THE OWNER OR BENEFICIAL OWNER OF ANY BOND OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY ANY OTHER PARTY TO THIS DISCLOSURE AGREEMENT, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS DISCLOSURE AGREEMENT, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE. THE DISSEMINATION AGENT AND THE ADMINISTRATOR ARE UNDER NO OBLIGATION NOR ARE THEY REQUIRED TO BRING SUCH AN ACTION.

SECTION 12. Assessment Timeline. The basic expected timeline for the collection of Improvement Area #1 Assessments and the anticipated procedures for pursuing the collection of delinquent Improvement Area #1 Assessments is set forth in Exhibit C which is intended to illustrate the general procedures expected to be followed in enforcing the payment of delinquent Improvement Area #1 Assessments. Failure to adhere to such expected timeline shall not constitute a default by the Issuer under this Disclosure Agreement, the Indenture, the Bonds or any other document related to the Bonds.

SECTION 13. No Personal Liability. No covenant, stipulation, obligation or agreement of the Issuer, the Administrator, or Dissemination Agent contained in this Disclosure Agreement shall be deemed to be a covenant, stipulation, obligation or agreement of any present or future council members, officer, agent or employee of the Issuer, the Administrator, or Dissemination Agent in other than that person’s official capacity.

SECTION 14. Severability. In case any section or provision of this Disclosure Agreement, or any covenant, stipulation, obligation, agreement, act or action, or part thereof made, assumed, entered into, or taken thereunder or any application thereof, is for any reasons held to be illegal or invalid, such illegality or invalidity shall not affect the remainder thereof or any other section or provision thereof or any other covenant, stipulation, obligation, agreement, act or action, or part thereof made, assumed, entered into, or taken thereunder (except to the extent that such remainder or section or provision or other covenant, stipulation, obligation, agreement, act or action, or part thereof is wholly dependent for

its operation on the provision determined to be invalid), which shall be construed and enforced as if such illegal or invalid portion were not contained therein, nor shall such illegality or invalidity of any application thereof affect any legal and valid application thereof, and each such section, provision, covenant, stipulation, obligation, agreement, act or action, or part thereof shall be deemed to be effective, operative, made, entered into or taken in the manner and to the full extent permitted by law.

SECTION 15. Sovereign Immunity. The Dissemination Agent and the Administrator agree that nothing in this Disclosure Agreement shall constitute or be construed as a waiver of the Issuer's sovereign or governmental immunities regarding liability or suit.

SECTION 16. Beneficiaries. This Disclosure Agreement shall inure solely to the benefit of the Issuer, the Administrator, the Dissemination Agent, the Participating Underwriter, and the Owners and the beneficial owners from time to time of the Bonds, and shall create no rights in any other person or entity. Nothing in this Disclosure Agreement is intended or shall act to disclaim, waive or otherwise limit the duties of the Issuer under federal and state securities laws.

SECTION 17. Dissemination Agent and Administrator Compensation. The fees and expenses incurred by the Dissemination Agent and the Administrator for their respective services rendered in accordance with this Disclosure Agreement constitute Annual Collection Costs and will be included in the Annual Installments as provided in the annual updates to the Service and Assessment Plan. The Issuer shall pay or reimburse the Dissemination Agent and the Administrator, but only with funds to be provided from the Annual Collection Costs component of the Annual Installments collected from the property owners in Improvement Area #1, for the fees and expenses for their respective services rendered in accordance with this Disclosure Agreement.

SECTION 18. Anti-Boycott Verification. The Dissemination Agent and Administrator hereby verify that the Dissemination Agent, the Administrator and any parent company, wholly- or majority-owned subsidiaries, and other affiliates of the Dissemination Agent and Administrator, if any, do not boycott Israel and, to the extent this Disclosure Agreement is a contract for goods or services, will not boycott Israel during the term of this Disclosure 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 Federal or State 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.

SECTION 19. Iran, Sudan and Foreign Terrorist Organizations. The Dissemination Agent and the Administrator represent that neither the Dissemination Agent, the Administrator nor any parent company, wholly- or majority-owned subsidiaries, and other affiliates of the Dissemination Agent or the Administrator 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 or State law and excludes the Dissemination Agent, the Administrator and each parent company, wholly- or majority-owned subsidiaries, and other affiliates of the Dissemination Agent or the Administrator, 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.

SECTION 20. No Discrimination Against Fossil-Fuel Companies. To the extent this Disclosure Agreement constitutes a contract for goods or services for which a written verification is required under Section 2274.002 (as added by Senate Bill 13 in the 87th Texas Legislature, Regular Session), Texas Government Code, as amended, the Dissemination Agent and the Administrator hereby verify that the Dissemination Agent, the Administrator and any parent company, wholly- or majority-owned subsidiaries, and other affiliates of the Dissemination Agent and Administrator, 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 enable the Issuer to comply with such Section and to the extent such Section does not contravene applicable Texas or federal law. As used in the foregoing verification, “boycott energy companies” 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.

SECTION 21. No Discrimination Against Firearm Entities and Firearm Trade Associations. To the extent this Disclosure Agreement constitutes a contract for goods or services for which a written verification is required under Section 2274.002 (as added by Senate Bill 19 in the 87th Texas Legislature, Regular Session), Texas Government Code, as amended, the Dissemination Agent and the Administrator hereby verify that the Dissemination Agent, the Administrator and any parent company, wholly- or majority-owned subsidiaries, and other affiliates of the Dissemination and Administrator, 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 during the term of this Disclosure Agreement against a firearm entity or firearm trade association. The foregoing verification is made solely to enable the Issuer to comply with such Section and to the extent such Section does not contravene applicable Texas or federal law. As used in the foregoing verification,

(a) “discriminate against a firearm entity or firearm trade association” (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. As used in the foregoing verification,

(b) 'firearm entity' means a manufacturer, distributor, wholesaler, supplier, or retailer of firearms (i.e., weapons that expel projectiles by the action of explosive or expanding gases), firearm accessories (i.e., 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 (i.e., a loaded cartridge case, primer, bullet, or propellant powder with or without a projectile) or a sport shooting range (as defined by Section 250.001, Texas Local Government Code), and

(c) "firearm trade association" means a 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.

SECTION 22. Affiliate. As used in Sections 18 through 21, the Dissemination Agent and Administrator understand "affiliate" to mean an entity that controls, is controlled by, or is under common control with the Dissemination Agent or the Administrator within the meaning of SEC Rule 405, 17 C.F.R. § 230.405, and exists to make a profit.

SECTION 23. Disclosure of Interested Parties. Pursuant to Section 2252.908(c)(4), Texas Government Code, as amended, the Dissemination Agent hereby certifies it is a publicly traded business entity and is not required to file a Certificate of Interested Parties Form 1295 related to this Disclosure Agreement. Submitted herewith is a completed Form 1295 in connection with the Administrator's participation in the execution of this Disclosure Agreement generated by the Texas Ethics Commission's (the "TEC") electronic filing application in accordance with the provisions of Section 2252.908 of the Texas Government Code and the rules promulgated by the TEC (the "Form 1295"). The Issuer hereby confirms receipt of the Form 1295 from the Administrator, and the Issuer agrees to acknowledge such form with the TEC through its electronic filing application not later than the thirtieth (30th) day after the receipt of such form. The Administrator and the Issuer understand and agree that, with the exception of information identifying the Issuer and the contract identification number, neither the Issuer nor its consultants are responsible for the information contained in the Form 1295; that the information contained in the Form 1295 has been provided solely by the Administrator; and, neither the Issuer nor its consultants have verified such information.

SECTION 24. Governing Law. This Disclosure Agreement shall be governed by the laws of the State of Texas.

SECTION 25. Counterparts. This Disclosure Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

[Signature pages follow]

CITY OF KYLE, TEXAS

By: _____
City Manager

RBC CAPITAL MARKETS, LLC
(as Dissemination Agent)

By: _____
Authorized Officer

P3WORKS, LLC
(as Administrator)

By: _____
Authorized Officer

EXHIBIT A

**NOTICE TO MSRB OF FAILURE TO FILE
ANNUAL ISSUER REPORT**

Name of Issuer: City of Kyle, Texas
Name of Bond Issue: Special Assessment Revenue Bonds, Series 2022
(Plum Creek North Public Improvement District Improvement Area
#1 Project)(the “Bonds”)
CUSIP Nos.: [insert CUSIP Numbers]
Date of Delivery: _____, 20__

NOTICE IS HEREBY GIVEN that the City of Kyle, Texas (the “Issuer”), has not provided [an Annual Issuer Report][annual audited financial statements] with respect to the above-named bonds as required by the Continuing Disclosure Agreement of Issuer dated as of March 15, 2022, between the Issuer, P3Works, LLC, as “Administrator” and RBC Capital Markets, LLC, as “Dissemination Agent.” The Issuer anticipates that [the Annual Issuer Report][annual audited financial statements] will be filed by _____.

Dated: _____

RBC Capital Markets, LLC
on behalf of the City of Kyle, Texas
(as Dissemination Agent)

By: _____

Title: _____

cc: City of Kyle, Texas

EXHIBIT B

**CITY OF KYLE, TEXAS,
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2022
(PLUM CREEK NORTH PUBLIC IMPROVEMENT DISTRICT
IMPROVEMENT AREA #1 PROJECT)**

ANNUAL ISSUER REPORT*

Delivery Date: _____, 20__

CUSIP Nos.: [insert CUSIP Numbers]

DISSEMINATION AGENT

Name: RBC Capital Markets, LLC
Address: [_____]
City: [_____]
Telephone: (____) ____-____
Contact Person: Attn: [_____]

Section 4(a)(i)(A)

BONDS OUTSTANDING

CUSIP Number	Maturity Date	Interest Rate	Original Principal Amount	Outstanding Principal Amount	Outstanding Interest Amount

Section 4(a)(i)(B)

INVESTMENTS

Fund/ Account Name	Investment Description	Par Value	Book Value	Market Value

*Excluding Audited Financial Statements of the Issuer

Section 4(a)(i)(C)

ASSETS AND LIABILITIES OF PLEDGED TRUST ESTATE

ASSETS

Bonds (Principal Balance) _____
Funds and Accounts [list] _____
TOTAL ASSETS _____

LIABILITIES

Outstanding Bond Principal _____
Outstanding Program Expenses (if any) _____
TOTAL LIABILITIES _____

EQUITY

Assets Less Liabilities _____
Parity Ratio _____

Form of Accounting ☐ Cash ☐ Accrual ☐ Modified Accrual

ITEMS REQUIRED BY SECTIONS 4(a)(ii) – (vii) OF THE CONTINUING DISCLOSURE AGREEMENT OF ISSUER RELATING TO THE CITY OF KYLE, TEXAS SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2022 (PLUM CREEK NORTH PUBLIC IMPROVEMENT DISTRICT IMPROVEMENT AREA #1 PROJECT)

[Insert a line item for each applicable listing]

SECTION 4(a)(viii) COLLECTION AND DELINQUENCY HISTORY OF THE IMPROVEMENT AREA #1 ASSESSMENTS FOR THE PAST FIVE FISCAL YEARS, IN THE FOLLOWING FORMAT:

Collection and Delinquent History of Improvement Area #1 Assessments

Collected in Fiscal Year	Improvement Area #1	Parcels	Delinquent Amount	Delinquent Percentage	Delinquent Amount	Delinquent Percentage	Total Improvement Area #1 Assessments
<u>Ending 9/30</u>	<u>Assessment Billed</u>	<u>Levied</u>	<u>as of 3/1</u>	<u>as of 3/1</u>	<u>as of 9/1</u>	<u>as of 9/1</u>	<u>Collected⁽¹⁾</u>
20__							
20__							
20__							
20__							
20__							
							\$

⁽¹⁾ Collected as of _____, 20___. Includes \$ _____ attributable to Prepayments

ITEMS REQUIRED BY SECTIONS 4(a)(ix) – (xii) OF THE CONTINUING DISCLOSURE AGREEMENT OF ISSUER RELATING TO THE CITY OF KYLE, TEXAS SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2022 (PLUM CREEK NORTH PUBLIC IMPROVEMENT DISTRICT IMPROVEMENT AREA #1 PROJECT)

[Insert a line item for each applicable listing]

EXHIBIT C

BASIC EXPECTED TIMELINE FOR ASSESSMENT COLLECTIONS AND PURSUIT OF DELINQUENCIES¹

<u>Date</u>	<u>Delinquency Clock (Days)</u>	<u>Activity</u>
January 31		Improvement Area #1 Assessments are due.
February 1	1	Improvement Area #1 Assessments delinquent if not received.
February 15	15	<p>Issuer forwards payment to Trustee for all collections received as of February 15, along with detailed breakdown. Subsequent payments and relevant details will follow monthly thereafter.</p> <p>Issuer and/or Administrator should be aware of actual and specific delinquencies.</p> <p>Administrator should be aware if Reserve Fund needs to be utilized for debt service payments during the corresponding Fiscal Year. If there is to be a shortfall of any Annual Installments due to be paid that Fiscal Year, the Dissemination Agent should be immediately notified in writing.</p> <p>Administrator should determine if previously collected surplus funds, if any, plus actual Annual Installment collections will be fully adequate for debt service in the corresponding March and September.</p> <p>At this point, if total delinquencies are under 5% and if there is adequate funding for March and September payments, no further action is anticipated for collection of Improvement Area #1 Assessments except that the Issuer or Administrator, working with the City Attorney or an appropriate designee, will begin process to cure deficiency. For properties delinquent by more than one year or if the delinquency exceeds</p>

¹ Illustrates anticipated dates and procedures for pursuing the collection of delinquent Annual Installments of Improvement Area #1 Assessments, which dates and procedures shall be in accordance with Chapters 31, 32, 33 and 34, Texas Tax Code, as amended (the "Code"), and the Hays County Tax/Assessor Collector's procedures, and are subject to adjustment by the Issuer. If the collection and delinquency procedures under the Code are subsequently modified, whether due to an executive order of the Governor of Texas or an amendment to the Code, such modifications shall control.

		<p>\$10,000, the matter will be referred for commencement of foreclosure.</p> <p>If there are over 5% delinquencies or if there is insufficient funding in the Pledged Revenue Fund for transfer to the Principal and Interest Account of such amounts as shall be required for the full March and September payments, the collection-foreclosure procedure will proceed against all delinquent properties.</p>
March 1	29/30	<p>Trustee pays bond interest payments to Owners.</p> <p>Reserve Fund payment to Bond Fund may be required if Improvement Area #1 Assessments are below approximately 50% collection rate.</p> <p>Issuer, or the Trustee, on behalf of the Issuer, to notify Dissemination Agent of the occurrence of draw on the Reserve Fund and, following receipt of such notice, Dissemination Agent to notify MSRB of such draw on the Fund for debt service.</p> <p>Use of Reserve Fund for debt service payment should trigger commencement of foreclosure on delinquent properties.</p> <p>Issuer, or the Administrator on behalf of the Issuer, determines whether or not any Annual Installments are delinquent and, if such delinquencies exist, the Issuer commences as soon as practicable appropriate and legally permissible actions to obtain such delinquent Annual Installments.</p>
March 20	48/49	<p>If any property owner with ownership of property responsible for more than \$10,000 of the Annual Installments of Improvement Area #1 Assessments is delinquent or if a total of delinquencies is over 5%, or if it is expected that Reserve Fund moneys will need to be utilized for either the March or September bond payments, the Disclosure Representative shall work with City Attorney's office, or the appropriate designee, to satisfy payment of all delinquent Annual Installments of Improvement Area #1 Assessments.</p>
April 15	74/75	<p>Preliminary foreclosure activity commences, and Issuer to notify Dissemination Agent in</p>

writing of the commencement of preliminary foreclosure activity.

If Dissemination Agent has not received Foreclosure Schedule and Plan of Collections, Dissemination Agent to request same from the Issuer.

May 1 90/91

If the Issuer has not provided the Dissemination Agent with Foreclosure Schedule and Plan of Collections, and if instructed by the Owners under Section 11.2 of the Indenture, Dissemination Agent requests that the Issuer commence foreclosure or provide plan for collection.

May 15 104/105

The designated lawyers or law firm will be preparing the formal foreclosure documents and will provide periodic updates to the Dissemination Agent for dissemination to those bondholders who have requested to be notified of collections progress. The goal for the foreclosure actions is a filing by no later than June 1 (day 121/122).

June 1 121/122

Foreclosure action to be filed with the court.

June 15 135/136

Issuer notifies Trustee and Dissemination Agent of foreclosure filing status in writing.
Dissemination Agent notifies Owners.

July 1 151/152

If Owners and Dissemination Agent have not been notified of a foreclosure action, Dissemination Agent will notify the Issuer that it is appropriate to file action.

A committee of not less than twenty-five percent (25%) of the Owners may request a meeting with the City Manager, Assistant City Manager or the Director of Finance to discuss the Issuer's actions in pursuing the repayment of any delinquencies. This would also occur after day 30 if it is apparent that a Reserve Fund draw is required. Further, if delinquencies exceed five percent (5%), Owners may also request a meeting with the Issuer at any time to discuss the Issuer's plan and progress on collection and foreclosure activity. If the Issuer is not diligently proceeding with the foreclosure process, the Owners may seek an action for mandamus or specific performance to direct the Issuer to pursue the collections of delinquent Annual Installments of Improvement Area #1 Assessments.

**CITY OF KYLE, TEXAS,
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2022
(PLUM CREEK NORTH PUBLIC IMPROVEMENT DISTRICT
IMPROVEMENT AREA #1 PROJECT)**

CONTINUING DISCLOSURE AGREEMENT OF DEVELOPER

This Continuing Disclosure Agreement of Developer dated as of March 15, 2022 (this “Disclosure Agreement”) is executed and delivered by and among Lennar Homes of Texas Land and Construction, LTD. (the “Developer”), P3Works, LLC (the “Administrator”) and RBC Capital Markets, LLC, acting solely in its capacity as dissemination agent (the “Dissemination Agent”), with respect to the “City of Kyle, Texas, Special Assessment Revenue Bonds, Series 2022 (Plum Creek North Public Improvement District Improvement Area #1 Project)” (the “Bonds”). The Developer, the Administrator, and the Dissemination Agent covenant and agree as follows:

SECTION 1. Purpose of the Disclosure Agreement. This Disclosure Agreement is being executed and delivered by the Developer, the Administrator and the Dissemination Agent for the benefit of the Owners (defined below) and beneficial owners of the Bonds. Unless and until a different filing location is designated by the MSRB (defined below) or the SEC (defined below), all filings made by the Dissemination Agent pursuant to this Disclosure Agreement shall be filed with the MSRB through EMMA (defined below).

SECTION 2. Definitions. In addition to the definitions set forth above and in the Indenture of Trust dated as of March 15, 2022 relating to the Bonds (the “Indenture”), which apply to any capitalized term used in this Disclosure Agreement, including the Exhibits hereto, unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

“Administrator” shall mean the Issuer or independent firm designated by the Issuer who shall have the responsibility provided in the Service and Assessment Plan, the Indenture, or any other agreement or document approved by the Issuer related to the duties and responsibilities of the administration of the District. The Issuer has selected P3Works, LLC as the current Administrator.

“Amenities” shall mean the amenities to be constructed by the Developer within the District, including, but not limited to, (i) the main amenity center, consisting of an adult pool, a kiddie pool or kiddie pool offset, a splash pad or similar water feature, a covered patio and seating area, a conditioned community building, playscapes and outdoor theater and (ii) the secondary major amenity center, consisting of a pool, covered patio and seating area, playscape and outdoor playground area.

“Annual Collection Costs” shall have the meaning assigned to such term in the Indenture.

“Annual Installment” shall have the meaning assigned to such term in the Indenture.

“Annual Service Plan Update” shall mean the annual review and update of the Service and Assessment Plan required by the PID Act and the Service and Assessment Plan.

“Business Day” shall mean any day other than a Saturday, Sunday or legal holiday in the State of Texas observed as such by the Dissemination Agent or the Trustee or any national holiday observed by the Trustee.

“Certification Letter” shall mean a certification letter provided by a Reporting Party pursuant to Section 3, in substantially the form attached as Exhibit D.

“Developer” shall mean, Lennar Homes of Texas Land and Construction, LTD., a Texas limited partnership, and each other Person, through assignment, who assumes the obligations, requirements or covenants to construct one or more of the Improvement Area #1 Projects or the Amenities, and their designated successors and assigns.

“Developer Listed Events” shall mean any of the events listed in Section 4(a) of this Disclosure Agreement.

“Disclosure Agreement of Issuer” shall mean the Continuing Disclosure Agreement of Issuer dated as of March 15, 2022 executed and delivered by the Issuer, the Administrator and the Dissemination Agent.

“Dissemination Agent” shall mean RBC Capital Markets, LLC, or any successor Dissemination Agent designated in writing by the Issuer and which has filed with the Trustee a written acceptance of such designation.

“District” shall mean Plum Creek North Public Improvement District.

“EMMA” shall mean the Electronic Municipal Market Access System currently available on the internet at <http://emma.msrb.org>.

“Homebuilder(s)” shall mean any merchant homebuilder who enters into a Purchase Agreement with the Developer, and the affiliates and/or successors and assigns of such homebuilder under such Purchase Agreement.

“Improvement Area #1” shall have the meaning assigned to such term in the Indenture

“Improvement Area #1 Assessments” shall have the meaning assigned to such term in the Indenture.

“Improvement Area #1 Projects” shall have the meaning assigned to such term in the Indenture.

“Issuer” shall mean the City of Kyle, Texas.

“Listed Events” shall mean any of the events listed in Section 4(a) and 4(b) of this Disclosure Agreement.

“MSRB” shall mean the Municipal Securities Rulemaking Board or any other entity designated or authorized by the SEC to receive continuing disclosure reports pursuant to the Rule.

“Outstanding” shall have the meaning assigned to such term in the Indenture.

“Owner” shall mean the registered owner of any Bonds.

“Parcel” shall have the meaning assigned to such term in the Indenture.

“Participating Underwriter” shall mean FMSbonds, Inc. and its successors and assigns.

“Person” shall mean any legal person, including any individual, corporation, partnership, limited liability company, joint venture, association, joint-stock company, trust, unincorporated organization or government, or any agency or political subdivision thereof.

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

“Purchase Agreement” shall mean, with respect to lots or land within Improvement Area #1, any purchase agreement between one or more Homebuilders and the Developer to purchase lots or to purchase land intended for single family residential use, including detached or attached single family homes or townhomes.

“Quarterly Ending Date” shall mean each March 31, June 30, September 30 and December 31, beginning June 30, 2022.

“Quarterly Filing Date” shall mean for each Quarterly Ending Date, the fifteenth calendar day of the second month following such Quarterly Ending Date being May 15, August 15, November 15, and February 15.

“Quarterly Information” shall have the meaning assigned to such term in Section 3 of this Disclosure Agreement.

“Quarterly Report” shall mean any Quarterly Report described in Section 3 of this Disclosure Agreement and substantially similar to that attached as Exhibit A hereto.

“Reporting Party” shall mean, collectively, the Developer and any Significant Homebuilder who has acknowledged and assumed reporting obligations in accordance with Section 5 of this Disclosure Agreement.

“Rule” shall mean Rule 15c2-12 adopted by the SEC under the Securities Exchange Act of 1934, as the same may be amended from time to time.

“SEC” shall mean the United States Securities and Exchange Commission.

“Service and Assessment Plan” shall have the meaning assigned to such term in the Indenture.

“Significant Homebuilder” shall mean a Homebuilder that then owns five percent (5%) or more of the single family residential lots within Improvement Area #1.

“Significant Homebuilder Listed Events” shall mean any of the events listed in Section 4(b) of this Disclosure Agreement.

“Trustee” shall mean BOKF, NA, Houston, Texas, a national banking association duly organized and existing under the laws of the United States or any successor trustee pursuant to the Indenture.

SECTION 3. Quarterly Reports.

(a) The Developer and any Significant Homebuilder, with respect to its acquired real property, shall, at its cost and expense, provide, or cause to be provided, to the Administrator, not more than ten (10) days after each Quarterly Ending Date, beginning with June 30, 2022, the information required for the preparation of the Quarterly Report (with respect to each Reporting Party, the “Quarterly Information”). For the avoidance of doubt, (i) if the Developer elects, the Developer may, but shall not be obligated to, provide any Quarterly Information on behalf of any Significant Homebuilder and (ii) the Developer shall remain obligated with respect to any real property acquired by a Significant Homebuilder until an acknowledgment of assignment with respect to such real property is delivered in accordance with Section 5 of this Disclosure Agreement, at which time the Developer shall have no further obligation or liability for disclosures or other responsibilities under this Disclosure Agreement as to the property transferred.

(b) The Administrator shall (i) prepare each Quarterly Report with the Quarterly Information provided by each Reporting Party pursuant to subsection (a) above and (ii) provide to the Reporting Parties each Quarterly Report for review no later than twenty (20) days after each Quarterly Ending Date. Each Reporting Party shall review the Quarterly Report and, upon such review, shall promptly, but no later than thirty (30) days after each Quarterly Ending Date, provide to the Administrator the Certification Letter and authorize the Administrator to provide such Quarterly Report and Certification Letter to the Dissemination Agent pursuant to subsection (c) below. In all cases, each Reporting Party shall have the sole responsibility for the content, design and other elements comprising substantive contents of all of the Quarterly Information provided by such Reporting Party contained in the Quarterly Report. Notwithstanding anything to the contrary in this Disclosure Agreement, the Developer shall use commercially reasonable efforts to cause to be provided any information required by this Section 3 regarding and in the possession of a Homebuilder that is not a Significant Homebuilder. Without limiting the generality of the immediately preceding sentence, commercially reasonable efforts in such regard shall include, but not be limited to, ensuring that each Purchase Agreement that is executed with a Homebuilder after the date hereof contains a provision obligating the applicable Homebuilder to provide the Developer the information required by this Section 3 as and when required for the Developer to comply with its obligations hereunder.

(c) The Administrator shall provide to the Dissemination Agent, no later than thirty-five (35) days after each Quarterly Ending Date, the Quarterly Report containing the information described in this Section 3 and the Certification Letter(s) provided by each Reporting Party. The Dissemination Agent shall file the Quarterly Report and the Certification Letter(s) with the MSRB and provide a copy of such report to the Issuer and the Participating Underwriter within ten (10) days of the Dissemination Agent’s receipt thereof pursuant to this subsection 3(c); provided, however, that the Quarterly Report and the Certification Letter(s) must be submitted to the MSRB not later than each Quarterly Filing Date. In the event that any Reporting Party or the Administrator does not provide the information

required by subsection (a) or (b) of this Section, as applicable, in a timely manner and, as a result, either an incomplete Quarterly Report is filed with the MSRB, or a Quarterly Report is not filed with the MSRB by each Quarterly Filing Date, the Dissemination Agent shall, upon written direction from the applicable Reporting Party file a notice of failure to provide Quarterly Information or failure to file a Quarterly Report with the MSRB in substantially the form attached as Exhibit B, as soon as practicable. If incomplete Quarterly Information is provided by any Reporting Party, the Dissemination Agent or any other Reporting Party who provided complete information shall not be responsible for the failure to submit a complete Quarterly Report to the MSRB. If each Reporting Party timely provides the required Quarterly Information to the Administrator as described in this Section 3, the failure of the Administrator to provide the information provided by each Reporting Party to the Dissemination Agent, or the failure of the Dissemination Agent to provide such information to the Participating Underwriter in a timely manner, shall not be deemed a default by the Reporting Parties under this Disclosure Agreement.

(d) Such Quarterly Report shall be in a form similar to that as attached in Exhibit A hereof and shall include:

(i) In a form similar to that as Table 3(d)(i) in Exhibit A attached hereto, the composition of the property within Improvement Area #1 subject to the Improvement Area #1 Assessments, as of the Quarterly Ending Date, including:

- A. The number of Parcels;
- B. The cumulative number of acres of Parcels within each “Section” (as such term is defined in the limited offering memorandum for the Bonds) of Improvement Area #1;
- C. The number of platted single family residential lots;
- D. The number of single family residential lots identified in the Service and Assessment Plan originally anticipated to be included in Improvement Area #1; and
- E. An explanation as to any change to the number of lots within Improvement Area #1 from the number originally contemplated;

(ii) In a form similar to that as Table 3(d)(ii) in Exhibit A attached hereto, the landowner composition of Improvement Area #1, including:

- A. The number of lots owned by the Developer, each Homebuilder, if any, and homeowners (end-users); and
- B. Based on the information in the Annual Service Plan Update most recently approved by the Issuer and as calculated by the Administrator, the percentage of Annual Installments of Improvement Area #1 Assessments relative to the total Annual Installments of Improvement Area #1 Assessments for the Developer, each Homebuilder, if any, and homeowners (end-users), as of the Quarterly Ending Date;

(iii) In a form similar to that as Table 3(d)(iii) in Exhibit A attached hereto, for each Parcel within Improvement Area #1, lot absorption statistics by lot type, on a quarter over quarter and cumulative total basis, as applicable, including:

A. The number of final platted single family lots (for which the approved plat has been recorded in the real property records) in Improvement Area #1 during the applicable quarter;

B. The number of single family lots in Improvement Area #1 owned by the Developer not closed or under contract with a Homebuilder, as of the Quarterly Ending Date, if applicable;

C. The number of single family lots in Improvement Area #1 owned by the Developer under contract (but not closed) with a Homebuilder, as of the Quarterly Ending Date, if applicable; and

D. The number of single family lots in Improvement Area #1 closed with a Homebuilder during the applicable quarter, if applicable;

(iv) In a form similar to that as Table 3(d)(iv) in Exhibit A attached hereto, for each Parcel within Improvement Area #1, for the Developer and for each Homebuilder, if applicable, broken down by lot type, on a quarter over quarter and cumulative total basis, as applicable:

A. The number of homes under construction in Improvement Area #1, as of the Quarterly Ending Date;

B. The number of completed homes not under contract with homeowners (end-users) in Improvement Area #1, as of the Quarterly Ending Date;

C. The number of homes that became under contract with homeowners (end-users) in Improvement Area #1 during the applicable quarter;

D. The number of homes closed with (delivered to) homeowners (end-users) in Improvement Area #1, as of the Quarterly Ending Date;

E. The average sales price of homes closed with homeowners (end-users) during the applicable quarter; and

F. The estimated date of completion of all homes to be constructed by the Developer or Homebuilder, as applicable;

(v) In a form similar to that as Table 3(d)(v) in Exhibit A attached hereto, materially adverse changes or determinations to permits/approvals for the development of Improvement Area #1 which necessitates changes to the land use plans of the Developer; and

(vi) In a form similar to that as Table 3(d)(vi) in Exhibit A attached hereto, information on any existing, new or modified mortgage debt on the land within Improvement Area #1 owned by the Developer, including the original principal amount, loan balance,

existence of deeds of trust or other similar encumbrances against the property within Improvement Area #1, interest rate and terms of repayment.

(e) In a form similar to that as Tables 3(e)(i)-(ii) in Exhibit A attached hereto, with respect to each category of the Improvement Area #1 Projects and Amenities, the Developer shall provide or cause to be provided the following information to the Administrator for inclusion in each Quarterly Report:

(i) Construction budget and timeline for the Improvement Area #1 Projects, including:

A. Total budgeted costs of all Improvement Area #1 Projects;

B. Total actual costs of the Improvement Area #1 Projects drawn from the applicable account of the Project Fund (as defined in the Indenture), as of the Quarterly Ending Date;

C. Total actual costs of Improvement Area #1 Projects financed with other sources of funds (non-bond financed), as of the Quarterly Ending Date;

D. Actual or expected date of commencement of construction;

E. Forecast or actual construction completion date, and if there is a delay from the date previously reported, an explanation of the delay;

F. Actual acceptance date by the Issuer or other applicable entity, if accepted; and

G. Narrative update on construction milestones for the Improvement Area #1 Projects since the date of the prior Quarterly Report; and

(ii) Construction budget and timeline for the Amenities, including:

A. Total budgeted costs of all Amenities;

B. Total actual costs of all Amenities, as of the Quarterly Ending Date;

C. Actual or expected date of commencement of construction;

D. Forecast or actual construction completion date, and if there is a delay from the date previously reported, an explanation of the delay;

E. Date of acceptance of such Amenity by the applicable entity, if accepted; and

F. Narrative update on construction milestones for the Amenities since the date of the prior Quarterly Report.

SECTION 4. Event Reporting Obligations.

(a) Pursuant to the provisions of this Section 4, each of the following is a Developer Listed Event with respect to the Bonds:

(i) Failure to pay any real property taxes or Improvement Area #1 Assessments levied within Improvement Area #1 on a Parcel owned by the Developer; provided, however, that the exercise of any right of the Developer as a landowner within Improvement Area #1 to exercise legal and/or administrative procedures to dispute the amount or validity of all or any part of any real property taxes shall not be considered a Developer Listed Event under this Section 4(a) nor a breach or default of this Disclosure Agreement;

(ii) Material damage to or destruction of any development or improvements in the District, including the Improvement Area #1 Projects and the Amenities;

(iii) Material default by the Developer or any of the Developer's affiliates on any loan with respect to the acquisition, development or permanent financing of Improvement Area #1 undertaken by the Developer or any of the Developer's affiliates;

(iv) Material default by the Developer or any of the Developer's affiliates on any loan secured by property within Improvement Area #1 owned by the Developer or any of the Developer's affiliates;

(v) The bankruptcy, insolvency or similar filing of the Developer or any of the Developer's affiliates or any determination that the Developer or any of the Developer's affiliates is unable to pay its debts as they become due;

(vi) The consummation of a merger, consolidation, or acquisition of the Developer, or the sale of all or substantially all of the assets of the Developer or any of the Developer's affiliates other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;

(vii) The filing of any lawsuit with a claim for damages, in excess of \$1,000,000 against the Developer or any of the Developer's affiliates that may adversely affect the completion of the development of Improvement Area #1 or litigation that may materially adversely affect the financial condition of the Developer or any of the Developer's affiliates;

(viii) Any change in the legal structure, chief executive officer or controlling ownership of the Developer; and

(ix) Any assignment and assumption of disclosure obligations under this Disclosure Agreement pursuant to Section 5 herein.

(b) Pursuant to the provisions of this Section 4, each of the following occurrences related to any Significant Homebuilder is a Significant Homebuilder Listed Event with respect to the Bonds:

(i) Failure to pay any real property taxes or Improvement Area #1 Assessments levied within Improvement Area #1 on a lot or Parcel owned by such Significant Homebuilder; provided, however, that the exercise of any right of such Significant Homebuilder as a landowner within Improvement Area #1 to exercise legal and/or administrative procedures to dispute the amount or validity of all or any part of any real property taxes shall not be considered a Significant Homebuilder Listed Event under this Section 4(b) nor a breach or default of this Disclosure Agreement;

(ii) The bankruptcy, insolvency or similar filing of such Significant Homebuilder or any determination that such Significant Homebuilder is unable to pay its debts as they become due;

(iii) The consummation of a merger, consolidation, or acquisition involving such Significant Homebuilder or the sale of all or substantially all of the assets of the Significant Homebuilder, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;

(iv) Any change in the type of legal entity, chief executive officer or controlling ownership of such Significant Homebuilder;

(v) Early termination of or material default by such Significant Homebuilder under a Purchase Agreement; and

(vi) Any assignment and assumption of disclosure obligations under this Disclosure Agreement pursuant to Section 5 herein.

(c) Whenever a Reporting Party obtains knowledge of the occurrence of a Listed Event applicable to such Reporting Party, such Reporting Party shall promptly, and not more than five (5) Business Days after such Reporting Party obtains such knowledge, notify the Administrator and the Dissemination Agent in writing and the Reporting Party shall direct the Dissemination Agent to file a notice of such occurrence with the MSRB, in the manner hereinafter described, and provide a copy of such notice to the Issuer, the Financial Advisor and the Participating Underwriter. Any such notice is required to be filed within ten (10) Business Days after the Reporting Party becomes aware of the occurrence of such Listed Event. If the Reporting Party timely notifies the Dissemination Agent of the occurrence of a Listed Event, as described in this Section 4, the failure of the Dissemination Agent to provide such notice to the Participating Underwriter in a timely manner shall not be deemed a default by such Reporting Party under this Disclosure Agreement.

Any notice under the preceding paragraph shall be accompanied with the text of the disclosure that the applicable Reporting Party desires to make, the written authorization of such Reporting Party for the Dissemination Agent to disseminate such information as provided herein, and the date the Reporting Party desires for the Dissemination Agent to disseminate the information.

The Developer and each Significant Homebuilder, if any, shall only be responsible for reporting the occurrence of a Listed Event applicable to such Reporting Party and shall not be responsible for reporting the occurrence of a Listed Event applicable to any other Reporting Party,

regardless of if such Reporting Party is providing Quarterly Information on behalf of any other Reporting Party.

In all cases, the applicable Reporting Party shall have the sole responsibility for the content, design and other elements comprising substantive contents of all disclosures. In addition, the applicable Reporting Party shall have the sole responsibility to ensure that any notice required to be filed with the MSRB under this Section 4 is actually filed within ten (10) Business Days after such Reporting Party becomes aware of the Listed Event applicable to such Reporting Party.

(d) The Dissemination Agent shall, promptly, and not more than five (5) Business Days after obtaining actual knowledge of the occurrence of any Listed Event, notify the Administrator and the applicable Reporting Party of such Listed Event. The Dissemination Agent shall not be required to file a notice of the occurrence of such Listed Event with the MSRB unless and until it receives written instructions from the applicable Reporting Party to do so. It is agreed and understood that the duty to make or cause to be made the disclosures herein is that of the Reporting Party and not that of the Trustee or the Dissemination Agent. It is agreed and understood that the Dissemination Agent has agreed to give the foregoing notice to the applicable Reporting Party as an accommodation to assist it in monitoring the occurrence of such event, but is under no obligation to investigate whether any such event has occurred. As used above, “actual knowledge” means the actual fact or statement of knowing, without a duty to make any investigation with respect thereto. In no event shall the Dissemination Agent be liable in damages or in tort to the Participating Underwriter, the Administrator, the Issuer, any Reporting Party or any Owner or beneficial owner of any interests in the Bonds as a result of its failure to give the foregoing notice or to give such notice in a timely fashion.

(e) If the Dissemination Agent has been notified in writing by a Reporting Party to report the occurrence of a Listed Event in accordance with subsections (c) or (d) of this Section 4, the Dissemination Agent shall file a notice of such occurrence with the MSRB promptly after its receipt of such written instructions from such Reporting Party; provided that all such notices must be filed no later than the date specified in subsection (c) of this Section 4 for such Listed Event.

SECTION 5. Assumption of Reporting Obligations by Significant Homebuilder.

(a) If a Homebuilder acquires ownership of real property in Improvement Area #1 resulting in such Homebuilder becoming a Significant Homebuilder, the Developer may (i) cause such Significant Homebuilder to comply with the Developer’s disclosure obligations under Sections 3(d)(iv) and (vi) and 4(b) hereof, with respect to such acquired real property until such party’s disclosure obligations terminate pursuant to Section 6 of this Disclosure Agreement or (ii) elect to provide any or all Quarterly Information on behalf of such Significant Homebuilder; provided, however, that if the Developer initially elects to provide any or all Quarterly Information on behalf of such Significant Homebuilder, the Developer may elect in the future to cause such Significant Homebuilder to comply with the Developer’s disclosure obligations, as described in (i) above.

(b) If the Developer elects to cause a Significant Homebuilder to comply with the Developer’s disclosure obligations, as described in (i) above, the Developer shall deliver to the Dissemination Agent and the Administrator, a written acknowledgement from each Significant Homebuilder, in substantially the form attached as Exhibit E (the “Significant Homebuilder Acknowledgment”), acknowledging and assuming its obligations under this Disclosure Agreement.

Pursuant to Section 4(a)(ix) above, the Developer shall direct the Dissemination Agent to file a copy of the Significant Homebuilder Acknowledgment with the MSRB, in accordance with Section 4(b) above, and provide a copy of such notice to the Issuer and the Participating Underwriter. Upon any such transfer to a Significant Homebuilder, and such Significant Homebuilder's delivery of written acknowledgement of assumption of the Developer's obligations under this Disclosure Agreement as to the property transferred, the Developer shall have no further obligation or liability for disclosures or other responsibilities under this Disclosure Agreement as to the property transferred or the obligations assigned. The Developer shall remain obligated with respect to any real property acquired by a Significant Homebuilder until an acknowledgment of assignment with respect to such real property is delivered to the Dissemination Agent, the Administrator and the MSRB, in accordance with this Section 5(b).

(c) Notwithstanding anything to the contrary elsewhere herein, after such transfer of ownership, the Developer shall not be liable for the acts or omissions of such Significant Homebuilder arising from or in connection with such disclosure obligations under this Disclosure Agreement. Additionally, for the avoidance of doubt, the Developer shall use commercially reasonable efforts to require that any Significant Homebuilder comply with obligations of this Section 5 with respect to any subsequent transfers by such Significant Homebuilder to any individual or entity meeting the definition of a "Significant Homebuilder" in the future, including the requirement, pursuant to Section 4(b)(vi) above, to direct the Dissemination Agent to file a copy of the Significant Homebuilder Acknowledgment with the MSRB, in accordance with Sections 4(c) and 4(e) above.

SECTION 6. Termination of Reporting Obligations.

(a) The reporting obligations of the Developer or any Significant Homebuilder under this Disclosure Agreement shall terminate upon, the earlier of (i) the date when none of the Bonds remain Outstanding, (ii) when the Developer or such Significant Homebuilder no longer owns five percent (5%) or more of the single family residential lots within Improvement Area #1, as of each Quarterly Ending Date, or (iii) the Issuer's issuance of the certificate of occupancy for the last single family residential lot or Parcel owned by the Developer or such Significant Homebuilder, respectively.

(b) Upon receipt of written notice from a Reporting Party or the Dissemination Agent that the reporting obligations of a Reporting Party have terminated in accordance with subsection (a) of this Section 6, the Administrator shall provide written notice to the applicable Reporting Party, the Participating Underwriter and the Dissemination Agent in substantially the form attached as Exhibit C, thereby, terminating such Reporting Party's reporting obligations under this Disclosure Agreement (the "Termination Notice"). If such Termination Notice with respect to a Reporting Party occurs while any of the Bonds remain Outstanding, the Administrator shall immediately provide, or cause to be provided, the Termination Notice to the Dissemination Agent, and the Dissemination Agent shall provide such Termination Notice to the MSRB, the Issuer, the Trustee, the applicable Reporting Party and the Participating Underwriter on or before the next succeeding Quarterly Filing Date.

(c) The obligations of the Administrator and the Dissemination Agent under this Disclosure Agreement shall terminate upon, the earlier of (i) the date when none of the Bonds remain Outstanding, or (ii) termination of all Reporting Parties' reporting obligations in accordance with subsection (a) of this Section 6 and any Termination Notice required by subsection (b) of this Section 6

has been provided to the MSRB, the Issuer, the Trustee, the Dissemination Agent, the Reporting Parties, and the Participating Underwriter, as applicable.

SECTION 7. Dissemination Agent. The initial Dissemination Agent appointed hereunder shall be RBC Capital Markets, LLC. The Issuer may, from time to time, appoint or engage a successor Dissemination Agent to assist the Reporting Parties in carrying out their obligations under this Disclosure Agreement and may discharge such Dissemination Agent, with or without appointing a successor Dissemination Agent. If at any time there is not any other designated Dissemination Agent, the Issuer shall be the Dissemination Agent. Pursuant to the Disclosure Agreement of Issuer, the Issuer has agreed to provide written notice to each then-existing Reporting Party of any change in the identity of the Dissemination Agent.

SECTION 8. Amendment; Waiver. Notwithstanding any other provisions of this Disclosure Agreement, the Developer, the Administrator and the Dissemination Agent may jointly amend this Disclosure Agreement (and the Dissemination Agent shall not unreasonably withhold its consent to any amendment so requested by the Developer or Administrator), and any provision of this Disclosure Agreement may be waived, provided that the following conditions are satisfied:

(a) If the amendment or waiver relates to the provisions of Sections 3 or 4, it may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature or status of a Reporting Party, or the type of business conducted; and

(b) The amendment or waiver either (i) is approved by the Owners of the Bonds in the same manner as provided in the Indenture for amendments to the Indenture with the consent of Owners, or (ii) does not, in the opinion of nationally recognized bond counsel, impair the interests of the Owners or beneficial owners of the Bonds.

(c) In the event of any amendment or waiver of a provision of this Disclosure Agreement, the Administrator shall describe such amendment in the next related Quarterly Report, and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver and its impact on the type of financial information or operating data being presented by the Reporting Parties. The Developer shall provide, or cause to be provided, at its cost and expense, an executed copy of any amendment or waiver entered into under this Section 8 to the Issuer, the Administrator, the Dissemination Agent and the Participating Underwriter.

SECTION 9. Additional Information. Nothing in this Disclosure Agreement shall be deemed to prevent any Reporting Party from disseminating any other information, using the means of dissemination set forth in this Disclosure Agreement or any other means of communication, or including any other information in addition to that which is required by this Disclosure Agreement. If any Reporting Party chooses to include any information in any Quarterly Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Agreement, no Reporting Party shall have an obligation under this Disclosure Agreement to update such information or include it in any future Quarterly Report or notice of occurrence of a Listed Event.

SECTION 10. Content of Disclosures. In all cases, the applicable Reporting Party shall have the sole responsibility for the content, design and other elements comprising substantive contents of all disclosures, whether provided under Section 3, 4 or 9 of this Disclosure Agreement.

SECTION 11. Default. In the event of a failure of a Reporting Party, Dissemination Agent or Administrator to comply with any provision of this Disclosure Agreement, any Owner or beneficial owner of the Bonds may, and the Trustee (at the request of any Participating Underwriter or the Owners of at least twenty-five percent (25%) aggregate principal amount of Outstanding Bonds and upon being indemnified to its satisfaction) shall, take such actions as may be necessary and appropriate to cause the Reporting Party, Dissemination Agent and/or Administrator to comply with its obligations under this Disclosure Agreement. A default under this Disclosure Agreement shall not be deemed an Event of Default under the Indenture with respect to the Bonds, and the sole remedy under this Disclosure Agreement in the event of any failure of the Developer, Dissemination Agent or Administrator to comply with this Disclosure Agreement shall be an action to mandamus or specific performance. A default under this Disclosure Agreement by a Reporting Party, the Dissemination Agent or the Administrator shall not be deemed a default under the Disclosure Agreement of Issuer, and a default under the Disclosure Agreement of Issuer shall not be deemed a default under this Disclosure Agreement. Furthermore, a default under this Disclosure Agreement by any Reporting Party shall not be deemed a default under this Disclosure Agreement by any other Reporting Party, and no Reporting Party shall have any obligation to take any action to mitigate or cure the default of any other Reporting Party.

SECTION 12. Duties, Immunities and Liabilities of Dissemination Agent and Administrator.

(a) The Dissemination Agent shall not have any duty with respect to the content of any disclosures made pursuant to the terms hereof. The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Agreement, and no implied covenants shall be read into this Disclosure Agreement with respect to the Dissemination Agent. The Developer agrees to hold harmless the Dissemination Agent, its officers, directors, employees and agents against any loss, expense and liabilities which it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including reasonable attorneys' fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's breach, negligence or willful misconduct. The obligations of the Developer under this Section shall survive resignation or removal of the Dissemination Agent and payment in full of the Bonds. Nothing in this Disclosure Agreement shall be construed to mean or to imply that the Dissemination Agent is an "obligated person" under the Rule. The Dissemination Agent is not acting in a fiduciary capacity in connection with the performance of its respective obligations hereunder. The Dissemination Agent shall not in any event incur any liability with respect to (i) any action taken or omitted to be taken in good faith upon advice of legal counsel given with respect to any question relating to duties and responsibilities of the Dissemination Agent hereunder, or (ii) any action taken or omitted to be taken in reliance upon any document delivered to the Dissemination Agent and believed to be genuine and to have been signed or presented by the proper party or parties.

(b) Except as otherwise provided herein, the Administrator shall not have any duty with respect to the content of any disclosures made pursuant to the terms hereof. The Administrator shall have only such duties as are specifically set forth in this Disclosure Agreement, and no implied

covenants shall be read into this Disclosure Agreement with respect to the Administrator. The Developer agrees to hold harmless the Administrator, its officers, directors, employees and agents against any loss, expense and liabilities which it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including reasonable attorneys' fees) of defending against any claim of liability, but excluding liabilities due to the Administrator's breach, negligence or willful misconduct. The obligations of the Developer under this Section shall survive resignation or removal of the Administrator and payment in full of the Bonds. Nothing in this Disclosure Agreement shall be construed to mean or to imply that the Administrator is an "obligated person" under the Rule. The Administrator is not acting in a fiduciary capacity in connection with the performance of its respective obligations hereunder. The Administrator shall not in any event incur any liability with respect to (i) any action taken or omitted to be taken in good faith upon advice of legal counsel given with respect to any question relating to duties and responsibilities of the Administrator hereunder, or (ii) any action taken or omitted to be taken in reliance upon any document delivered to the Administrator and believed to be genuine and to have been signed or presented by the proper party or parties.

(c) The Dissemination Agent or the Administrator may, from time to time, consult with legal counsel of its own choosing in the event of any disagreement or controversy, or question or doubt as to the construction of any of the provisions hereof or their respective duties hereunder, and the Dissemination Agent and Administrator shall not incur any liability and shall be fully protected in acting in good faith upon the advice of such legal counsel.

(d) UNDER NO CIRCUMSTANCES SHALL THE DISSEMINATION AGENT, THE ADMINISTRATOR, THE DEVELOPER OR ANY SIGNIFICANT HOMEBUILDER BE LIABLE TO THE OWNER OR BENEFICIAL OWNER OF ANY BOND OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY ANY PARTY TO THIS DISCLOSURE AGREEMENT OR A SIGNIFICANT HOMEBUILDER, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS DISCLOSURE AGREEMENT, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE. THE DISSEMINATION AGENT AND THE ADMINISTRATOR ARE UNDER NO OBLIGATION NOR ARE THEY REQUIRED TO BRING SUCH AN ACTION.

SECTION 13. No Personal Liability. No covenant, stipulation, obligation or agreement of a Reporting Party, the Administrator or the Dissemination Agent contained in this Disclosure Agreement shall be deemed to be a covenant, stipulation, obligation or agreement of any present or future officer, agent or employee of the Reporting Party, the Administrator or Dissemination Agent in other than that person's official capacity.

SECTION 14. Severability. In case any section or provision of this Disclosure Agreement, or any covenant, stipulation, obligation, agreement, act or action, or part thereof made, assumed, entered into, or taken thereunder or any application thereof, is for any reasons held to be illegal or invalid, such illegality or invalidity shall not affect the remainder thereof or any other section or provision thereof or any other covenant, stipulation, obligation, agreement, act or action, or part thereof made, assumed, entered into, or taken thereunder (except to the extent that such remainder or section or provision or other covenant, stipulation, obligation, agreement, act or action, or part thereof

is wholly dependent for its operation on the provision determined to be invalid), which shall be construed and enforced as if such illegal or invalid portion were not contained therein, nor shall such illegality or invalidity of any application thereof affect any legal and valid application thereof, and each such section, provision, covenant, stipulation, obligation, agreement, act or action, or part thereof shall be deemed to be effective, operative, made, entered into or taken in the manner and to the full extent permitted by law.

SECTION 15. Beneficiaries. This Disclosure Agreement shall inure solely to the benefit of the Reporting Parties, the Administrator, the Dissemination Agent, the Issuer, the Participating Underwriter, and the Owners and the beneficial owners from time to time of the Bonds, and shall create no rights in any other person or entity. Nothing in this Disclosure Agreement is intended or shall act to disclaim, waive or otherwise limit the duties of the Issuer under federal and state securities laws.

SECTION 16. Dissemination Agent Compensation. The fees and expenses incurred by the Dissemination Agent for its services rendered in accordance with this Disclosure Agreement constitute Annual Collection Costs and will be included in the Annual Installments as provided in the Annual Service Plan Update. The Issuer shall pay or reimburse the Dissemination Agent, but only with funds to be provided from the Annual Collection Costs component of the Annual Installments collected from the property owners in Improvement Area #1, for the fees and expenses for its services rendered in accordance with this Disclosure Agreement.

SECTION 17. Administrator Compensation. The fees and expenses incurred by the Administrator for its services rendered in accordance with this Disclosure Agreement constitute Annual Collection Costs and will be included in the Annual Installments as provided in the Annual Service Plan Update. The Administrator has entered into a separate agreement with the Issuer, which agreement governs the administration of the District, including the payment of the fees and expenses of the Administrator for its services rendered in accordance with this Disclosure Agreement.

SECTION 18. Governing Law. This Disclosure Agreement shall be governed by the laws of the State of Texas.

SECTION 19. Counterparts. This Disclosure Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

[Signature pages follow.]

RBC CAPITAL MARKETS, LLC
(as Dissemination Agent)

By: _____
Authorized Officer

SIGNATURE PAGE OF CONTINUING DISCLOSURE AGREEMENT OF DEVELOPER
(PLUM CREEK NORTH PUBLIC IMPROVEMENT DISTRICT IMPROVEMENT AREA #1)

S-1

Item # 25

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: _____
Its: _____

P3WORKS, LLC
(as Administrator)

By: _____
Title: _____

SIGNATURE PAGE OF CONTINUING DISCLOSURE AGREEMENT OF DEVELOPER
(PLUM CREEK NORTH PUBLIC IMPROVEMENT DISTRICT IMPROVEMENT AREA #1)

EXHIBIT A

**CITY OF KYLE, TEXAS,
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2022
(PLUM CREEK NORTH PUBLIC IMPROVEMENT DISTRICT
IMPROVEMENT AREA #1 PROJECT)**

QUARTERLY REPORT
[INSERT QUARTERLY ENDING DATE]

Delivery Date: _____, 20__

CUSIP Numbers: [Insert CUSIP Numbers]

DISSEMINATION AGENT

Name: RBC Capital Markets, LLC

Address: _____

City: _____

Telephone: _____

Contact Person: _____

[Remainder of page intentionally left blank]

TABLE 3(d)(i)

IMPROVEMENT AREA #1 (PHASE 2-1 AND 2-2) OVERVIEW (as of [<i>Insert Quarterly Ending Date</i>])						
NUMBER OF PARCELS, ACREAGE OF SUCH PARCELS AND NUMBER OF PLATTED SINGLE FAMILY LOTS IN IMPROVEMENT AREA #1 SUBJECT TO IMPROVEMENT AREA #1 ASSESSMENTS:						
	Section 2-1		Section 2-2		Original Estimated Number of Lots	Explanation as to any Change in Lots from the Number Originally Contemplated in the Service and Assessment
Total Parcels/Acres					-	-
Platted Single Family Lots by Lot Type	-		-		-	-
35' Lot						
43' Lot						
50' Lot						
55' Lot						
[Future SF] ⁽¹⁾						
<i>Total SF Lots:</i>						

⁽¹⁾ Future SF only to be included if additional lot types are added in Improvement Area #1.

TABLE 3(d)(ii)

LANDOWNER COMPOSITION (as of [Insert Quarterly Ending Date]) OF IMPROVEMENT AREA #1		
Landowner Composition	Number of Lots Owned	% of Annual Installments of Improvement Area #1 Assessments ⁽¹⁾
Developer Owned		
Homebuilder Owned⁽²⁾		
[_____]		
[_____]		
[_____]		
Total Homebuilder Owned:		
Homeowner (End-User) Owned⁽³⁾		
Total Improvement Area #1 :		

⁽¹⁾ Derived from information in the Assessment Roll approved by the Issuer on _____, 20__ as part of the Annual Service Plan Update. Does not take into consideration any prepayments of Improvement Area #1 Assessments made between the date of such Annual Service Plan Update and the date of this Quarterly Report.

⁽²⁾ Add lines for each Homebuilder, if applicable.

⁽³⁾ Information for homeowner (end-user) owned is reported as the total aggregate amount for all homeowners within Improvement Area #1.

FOR EACH PARCEL DESIGNATED AS SINGLE FAMILY RESIDENTIAL:

TABLE 3(d)(iii)

LOT ABSORPTION STATISTICS FOR SINGLE FAMILY RESIDENTIAL IN IMPROVEMENT AREA #1 ⁽¹⁾											
	Q__ 20__	Q__ 20__	Q__ 20__	Q__ 20__	Q__ 20__	Q__ 20__	Q__ 20__	Q__ 20__	Q__ 20__	Q__ 20__	TOTAL
# of platted SF lots: <ul style="list-style-type: none"> • 35' • 43' • 50' • 55' TOTAL											
# of SF lots not under contract with Homebuilders: <ul style="list-style-type: none"> • 35' • 43' • 50' • 55' TOTAL											N/A
# of SF lots under contract (but not closed) with Homebuilders: <ul style="list-style-type: none"> • [Homebuilder] <ul style="list-style-type: none"> ○ 35' ○ 43' ○ 50' ○ 55' Subtotal											N/A
<ul style="list-style-type: none"> • [Homebuilder] <ul style="list-style-type: none"> ○ 35' ○ 43' ○ 50' ○ 55' Subtotal											N/A
# of SF lots closed with Homebuilders: <ul style="list-style-type: none"> • [Homebuilder] <ul style="list-style-type: none"> ○ 35' ○ 43' ○ 50' ○ 55' Subtotal											
<ul style="list-style-type: none"> • [Homebuilder] <ul style="list-style-type: none"> ○ 35' ○ 43' ○ 50' ○ 55' Subtotal											
TOTAL											

(1) Add information for each Homebuilder and add rows if additional lot types are added in Improvement Area #1.

OR

[The Developer is the only homebuilder within Improvement Area #1 and, therefore, this table is not currently applicable.]

TABLE 3(d)(iv)

[Homebuilder] ABSORPTION STATISTICS FOR SINGLE FAMILY RESIDENTIAL LOTS IN IMPROVEMENT AREA #1 ⁽¹⁾								
	Q__ 20__	Q__ 20__	Q__ 20__	Q__ 20__	Q__ 20__	Q__ 20__	Q__ 20__	TOTAL
# of SF homes under construction: <ul style="list-style-type: none"> • 35' • 43' • 50' • 55' Total								N/A
# of completed SF homes NOT under contract with end-user: <ul style="list-style-type: none"> • 35' • 43' • 50' • 55' Total								N/A
# of SF homes under contract with end-user: <ul style="list-style-type: none"> • 35' • 43' • 50' • 55' Total								N/A
# of SF homes closed on (delivered to) end-users: <ul style="list-style-type: none"> • 35' • 43' • 50' • 55' Total								
Average sales price of homes delivered to end-users: <ul style="list-style-type: none"> • 35' • 43' • 50' • 55' Average								

⁽¹⁾ Additional tables to be added for each Homebuilder, if applicable. Add rows if additional lot types are added in Improvement Area #1.

The estimated date of completion of all homes to be constructed by [the Developer] is _____, ____.

[The estimated date of completion of all homes to be constructed by [Homebuilder] is _____, ____.]

[Remainder of page intentionally left blank]

STATUS OF DEVELOPMENT:

TABLE 3(d)(v)

PERMITS/APPROVALS	
Change or Determination to Permit/Approval	Description of the Change to the Land Use Plan

TABLE 3(d)(vi)

INFORMATION ON EXISTING, NEW OR MODIFIED MORTGAGE DEBT						
Borrower	Lender	Amount	Loan Balance	Existence of Deeds of Trust	Interest Rate	Terms

STATUS OF IMPROVEMENT AREA #1 PROJECTS AND AMENITIES:

TABLE 3(e)(i)

IMPROVEMENT AREA #1 PROJECTS BUDGET AND TIMELINE OVERVIEW						
Improvement Area #1 Projects	Budgeted Costs	Actual Costs Draw From the applicable Account of the Project Fund as of <i>[Insert Quarterly Ending Date]</i>	Actual Costs financed with sources other than Bond proceeds as of <i>[Insert Quarterly Ending Date]</i>	Actual/Expected Construction Commencement Date	Forecast or Actual Completion Date	Actual Acceptance Date
Major Improvements						
• Water	\$ _____	\$ _____	\$ _____	_____	_____	_____
• Wastewater	\$ _____	\$ _____	\$ _____	_____	_____	_____
• Detention	\$ _____	\$ _____	\$ _____	_____	_____	_____
• Clearing & Erosion Control	\$ _____	\$ _____	\$ _____	_____	_____	_____
Improvement Area #1 Improvements						
• Water	\$ _____	\$ _____	\$ _____	_____	_____	_____
• Wastewater	\$ _____	\$ _____	\$ _____	_____	_____	_____
• Drainage	\$ _____	\$ _____	\$ _____	_____	_____	_____
• Streets	\$ _____	\$ _____	\$ _____	_____	_____	_____
• Clearing & Erosion Control	\$ _____	\$ _____	\$ _____	_____	_____	_____
• Parks & Common Areas	\$ _____	\$ _____	\$ _____	_____	_____	_____
• Soft Costs	\$ _____	\$ _____	\$ _____	_____	_____	_____
• Contingency	\$ _____	\$ _____	\$ _____	_____	_____	_____

If there is a delay in the expected completion date for any Improvement Area #1 Project from that previously reported, an explanation of such delay:

Narrative update on construction milestones for the Improvement Area #1 Projects since last Quarterly Report:

TABLE 3(e)(ii)

AMENITIES BUDGET AND TIMELINE OVERVIEW					
Type of Amenity	Budgeted Costs	Actual Costs as of [Insert Quarterly Ending Date]	Actual/Expected Construction Commencement Date	Forecast Completion Date	Actual Acceptance Date
•	\$ _____	\$ _____	_____	_____	_____
•	\$ _____	\$ _____	_____	_____	_____

If there is a delay in the expected completion date for any Amenity from that previously reported, an explanation of such delay:

Narrative update on construction milestones for the Amenities since last Quarterly Report:

EXHIBIT B

**NOTICE TO MSRB OF FAILURE TO
[PROVIDE QUARTERLY INFORMATION][FILE QUARTERLY REPORT]**

[DATE]

Name of Issuer: City of Kyle, Texas
Name of Bond Issue: Special Assessment Revenue Bonds, Series 2022 (Plum Creek North
Public Improvement District Improvement Area #1 Project) (the
“Bonds”)
CUSIP Nos. [insert CUSIP Nos.]
Date of Delivery: _____, 20__

NOTICE IS HEREBY GIVEN that _____, a
_____ (the [“Developer”] [“Significant Homebuilder”]) has not provided the
[Quarterly Information][Quarterly Report] for the period ending on [*Insert Quarterly Ending
Date*] with respect to the Bonds as required by the Continuing Disclosure Agreement of
Developer dated as of March 15, 2022 by and among Lennar Homes of Texas Land and
Construction, LTD. (the “Developer”), P3Works, LLC (the “Administrator”) and RBC Capital
Markets, LLC (the “Dissemination Agent”). [Developer] [Significant Homebuilder] anticipates
that the [Quarterly Information][Quarterly Report] will be [provided][filed] by
_____.

Dated: _____

RBC CAPITAL MARKETS, LLC,
on behalf of the [Developer] [Significant
Homebuilder]
(as Dissemination Agent)

By: _____

Title: _____

cc: City of Kyle, Texas

EXHIBIT C

TERMINATION NOTICE

[DATE]

Name of Issuer: City of Kyle, Texas
Name of Bond Issue: Special Assessment Revenue Bonds, Series 2022 (Plum Creek North Public Improvement District Improvement Area #1 Project) (the “Bonds”)
CUSIP Nos. [insert CUSIP Nos.]
Date of Delivery: _____, 20__

FMSbonds, Inc.
5 Cowboys Way, Suite 300-25
Frisco, Texas 75034

Lennar Homes of Texas Land and Construction, LTD.
12401 Research Blvd, Building 1 Ste. 300
Austin, Texas 78759

RBC Capital Markets, LLC
609 Main Street, Suite 3600
Houston, Texas 77002

[Insert Significant Homebuilder
Contact Information]

NOTICE IS HEREBY GIVEN that _____, a _____ (the [“Developer”] [“Significant Homebuilder”]) is no longer responsible for providing [any Quarterly Information][the Quarterly Report] with respect to the Bonds, thereby, terminating such party’s reporting obligations under the Continuing Disclosure Agreement of Developer dated as of March 15, 2022 by and among Lennar Homes of Texas Land and Construction, LTD. (the “Developer”), P3Works, LLC (the “Administrator”) and RBC Capital Markets, LLC (the “Dissemination Agent”).

Dated: _____

P3Works, LLC,
on behalf of the [Developer] [Significant
Homebuilder]
(as Administrator)

By: _____

Title: _____

EXHIBIT D
CERTIFICATION LETTER

[DATE]

Name of Issuer: City of Kyle, Texas
Name of Bond Issue: Special Assessment Revenue Bonds, Series 2022 (Plum Creek North
Public Improvement District Improvement Area #1 Project)
CUSIP Nos. [insert CUSIP Nos.]
Quarterly Ending Date: _____, 20__

Re: Quarterly Report for Plum Creek North Public Improvement District

To whom it may concern:

Pursuant to the Continuing Disclosure Agreement of Developer dated as of March 15, 2022, by and among Lennar Homes of Texas Land and Construction, LTD. (the “Developer”), P3Works, LLC (the “Administrator”) and RBC Capital Markets, LLC (the “Dissemination Agent”), this letter constitutes the certificate stating that the Quarterly Information, provided by [Developer] [_____, as a “Significant Homebuilder”], contained in this Quarterly Report herein submitted by the Administrator, on behalf of the [Developer] [Significant Homebuilder], constitutes the [portion of the] Quarterly Report required to be furnished by [Developer] [Significant Homebuilder]. Any and all Quarterly Information, provided by the [Developer] [Significant Homebuilder], contained in this Quarterly Report for the three month period ending on [Insert Quarterly Ending Date], to the best of my knowledge, is true and correct, as of [insert date].

Please do not hesitate to contact our office if you have and questions or comments.

**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: _____
Its: _____

OR

[SIGNIFICANT HOMEBUILDER
(as Significant Homebuilder)
By: _____
Title: _____]

EXHIBIT E

**FORM OF ACKNOWLEDGEMENT OF ASSIGNMENT
OF SIGNIFICANT HOMEBUILDER REPORTING OBLIGATIONS**

[DATE]

RBC Capital Markets, LLC
609 Main Street, Suite 3600
Houston, Texas 77002

P3Works, LLC
3901 S. Lamar Blvd., Suite 440
Austin, Texas 78704

Re: Plum Creek North Public Improvement District Improvement Area #1 Project – Continuing Disclosure Obligation

Dear _____,

As of _____, 20__, you own ____ single family residential lots within Improvement Area #1 of the Plum Creek North Public Improvement District (the “District”), which is equal to approximately ____% of the single family residential lots within Improvement Area #1 of the District. Pursuant to Section 2 of the Continuing Disclosure Agreement of the Developer (the “Disclosure Agreement”) dated as of March 15, 2022, by and among, Lennar Homes of Texas Land and Construction, LTD. (the “Developer”), P3Works, LLC (the “Administrator”) and RBC Capital Markets, LLC (the “Dissemination Agent”), with respect to the “Special Assessment Revenue Bonds, Series 2022 (Plum Creek North Public Improvement District Project)” any entity that owns five percent (5%) or more of the single family residential lots within Improvement Area #1 is defined as a Significant Homebuilder.

As a Significant Homebuilder, pursuant to Section 5 of the Disclosure Agreement, you acknowledge and assume the reporting obligations under Sections 3(d)(iv), 3(d)(vi) and 4(b) of the Disclosure Agreement for the property which is owned as detailed in the Disclosure Agreement, which is included herewith.

Sincerely,

**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: _____
Its: _____

Acknowledged by:

[INSERT SIGNIFICANT HOMEBUILDER NAME]

By: _____
Title: _____
Address: _____

Phone Number: _____

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

(c) Notwithstanding any provision in this Agreement to the contrary, if the performance of any covenant or obligation to be performed hereunder by any Party is delayed as a result of circumstances which are beyond the reasonable control of such Party (which circumstances may include, without limitation, pending litigation, acts of God, war, acts of civil disobedience, widespread pestilence, fire or other casualty, shortage of materials, adverse weather conditions such as, by way of illustration and not limitation, severe rain storms or tornadoes, labor action, strikes, changes in the law affecting the obligations of the Parties hereunder, or similar acts), the time for such performance shall be extended by the amount of time of the delay directly caused by and relating to such uncontrolled circumstances. The Party claiming delay of performance as a result of any of the foregoing Force Majeure events shall deliver written notice of the commencement of any such delay resulting from such Force Majeure event not later than seven (7) days after the claiming Party becomes aware of the same, and if the claiming Party fails to so notify the other Party of the occurrence of a “**Force Majeure**” event causing such delay, the claiming Party shall not be entitled to avail itself of the provisions for the extension of performance contained in this Article.

Section 8.01. Notices

If to City: City of Kyle
Attn: City Manager
100 W. Center Street
Kyle, Texas 78640

Item # 25

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: Travis Mitchell_____
Title: Mayor_____

SIGNATURE PAGE TO PLUM CREEK NORTH PID FINANCING AGREEMENT

11.16.21

OWNER:

**Lennar Homes of Texas Land and
Construction, Ltd.**
a Texas limited partnership

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

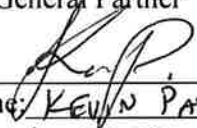
By: 
Name: KEVIN PATE
Title: AUTHORIZED AGENT

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

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

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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 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,

Bowman Consulting | 3101 Bee Cave Road, Suite 100 | Austin, TX 78746 | P: 512.327.1180
TBPE Firm No. 14309 | TBPLS Firm No. 101206-00

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Hays County, Texas

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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)

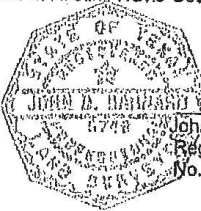
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THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS
COUNTY OF TRAVIS §

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
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 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 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 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 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 983.99 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 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°48'28" 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 889.97 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. 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 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 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 896.92 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.

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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)
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THE STATE OF TEXAS
COUNTY OF TRAVIS

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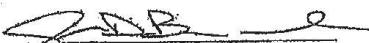
KNOW ALL MEN BY THESE PRESENTS

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 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

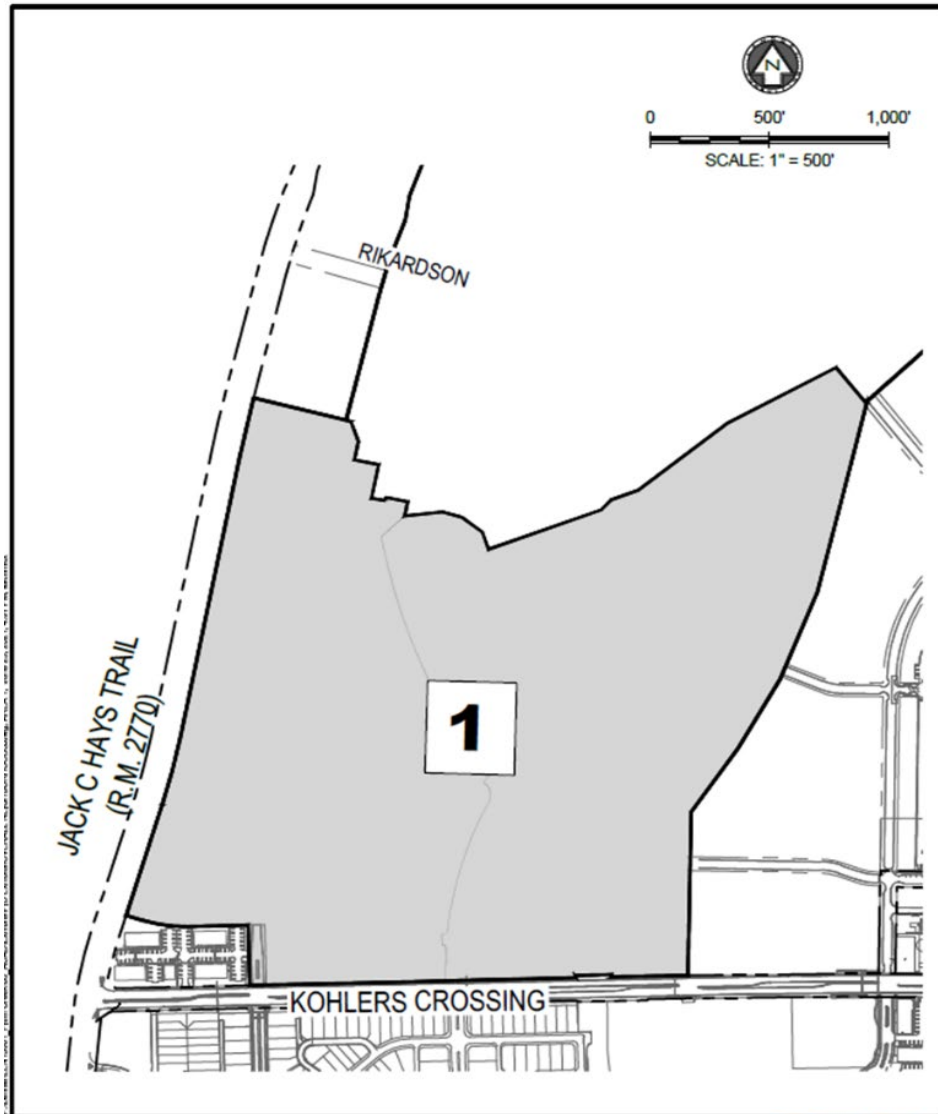



John D. Barnard
Registered Professional Land Surveyor
No. 5749 - State of Texas

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TBPE Firm No. 14309 | TBPLS Firm No. 101206-00

Exhibit "B-1"

IMPROVEMENT AREA #1



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

LDC
TRIPLE NO. 10304 - TRIPLE NO. 10305
5508 HIGHWAY 290 WEST, SUITE 100
AUSTIN, TX 78738 512.879.8896
LDCTEAM.COM

Exhibit “B-2”

IMPROVEMENT AREA #2

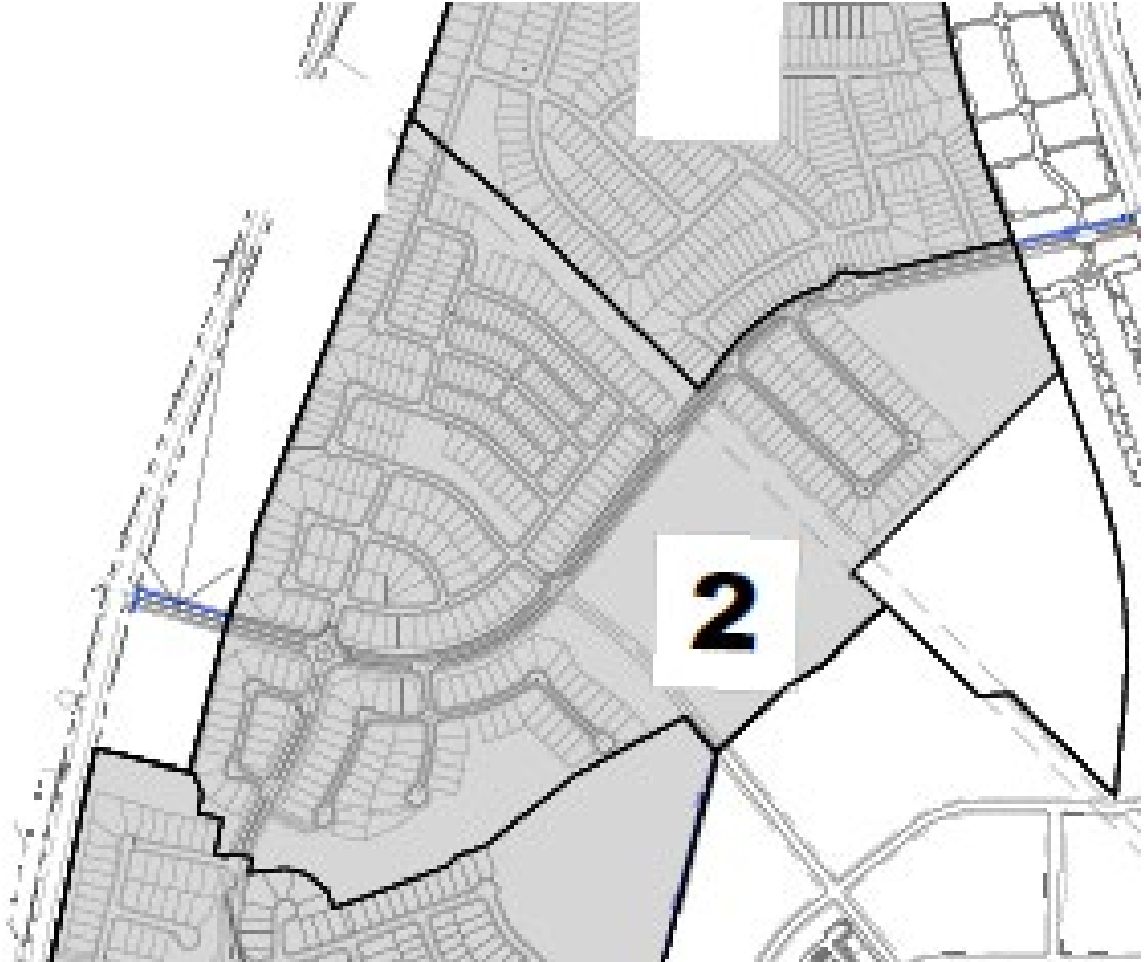


Exhibit “B-3”

IMPROVEMENT AREA #3

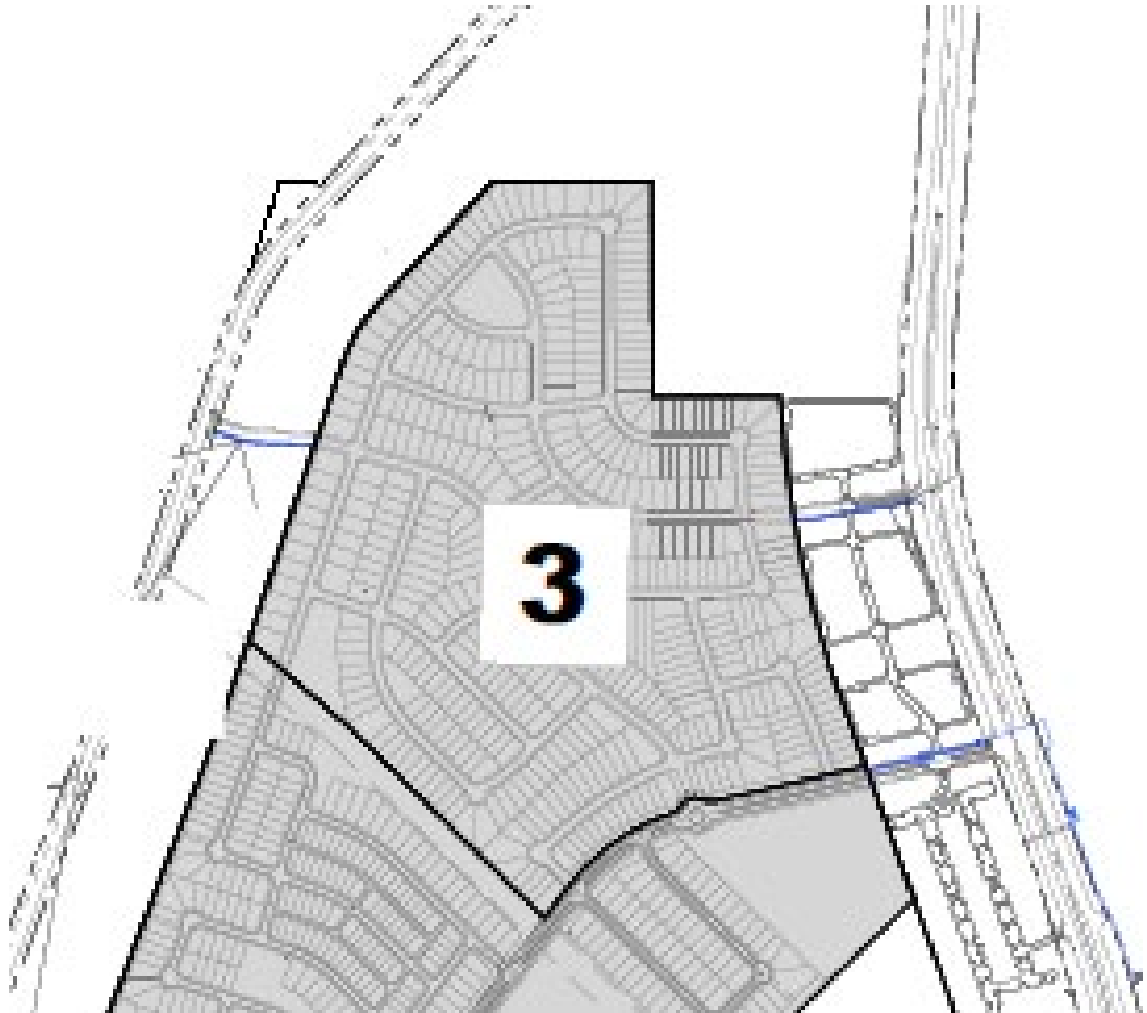


Exhibit “C”

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.

FIRST AMENDMENT TO PLUM CREEK NORTH PUBLIC IMPROVEMENT
DISTRICT FINANCING AND REIMBURSEMENT AGREEMENT

THIS AMENDMENT TO THE PLUM CREEK NORTH PUBLIC IMPROVEMENT DISTRICT FINANCING AND REIMBURSEMENT AGREEMENT (this "Amendment") is entered into effective as of the ____ day of _____, 2022 (the "Effective Date"), is entered into between Lennar Homes of Texas Land and Construction, Ltd., a Texas limited partnership (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**".

RECITALS

WHEREAS, City and Owner are parties to that certain Plum Creek North Public Improvement District Financing and Reimbursement Agreement, dated as of November 16, 2021 (as amended, the "Financing Agreement"); and

WHEREAS, City and Owner desire to amend the Financing Agreement upon the terms and conditions set forth herein;

NOW THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City and Owner hereby agree as follows:

1. Prerequisite to Draws. The following is hereby added at the beginning of Section 4.03(d) of the Financing Agreement:

Prior to drawing down on funds in the applicable accounts of the Project Fund created under the Indenture for the Improvement Area #1 Bonds, Owner shall expend \$[ESTIMATED TO BE APPROXIMATELY \$15.2 MILLION, FINAL AMOUNT TO BE FILLED IN AT BOND PRICING] (the "Prior Expended Funds") on constructed Authorized Improvements in Improvements Area #1 and provide reasonable evidence to the City of such constructed Authorized Improvements and expenditures. It is hereby acknowledged that it is not intended that Owner will be reimbursed out of Assessments or Bond Proceeds for the Prior Expended Funds unless funds remain in the Project Fund created under the Indenture for the Improvement Area #1 Bonds after all other Actual Costs of Improvement Area #1 Projects have been reimbursed to Owner.

2. The blank in Section 4.02 (d) of the Financing Agreement is hereby filled in with -0-%, and the language "TO BE FILLED IN AT THE TIME OF THE LEVY" is hereby deleted.

3. Section 5.01 (b) of the Financing Agreement is hereby replaced with the following:

The aggregate principal amount of PID Bonds required to be issued hereunder shall not exceed the lesser of (x) 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 or (y) \$25,000,000.00. 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.

4. The blank in the definitions of "Project Engineer" on Exhibit A to the Financing Agreement is hereby filled in with Land Dev Consulting.

5. Capitalized Words. All capitalized words used in this Amendment and not otherwise defined herein shall have the respective meanings given to such words in the Financing Agreement. The Financing Agreement is incorporated herein by reference for all purposes.

6. Ratification and Compliance. Except as expressly amended or modified by this Amendment, the Financing Agreement shall continue in full force and effect. Owner and City each hereby ratify, affirm, and agree that the Financing Agreement, as herein modified, represents the valid, binding and enforceable obligations of Owner and City respectively. Owner and City each promise and agree to perform and comply with the terms, provisions and conditions of and the agreements in the Financing Agreement, as modified by this Amendment. In the event of any conflict or inconsistency between the provisions of the Financing Agreement and this Amendment, the provisions of this Amendment shall control and govern.

7. Entire Agreement and Amendments. The Financing Agreement, as expressly modified by this Amendment, constitutes the sole and only agreement of the parties to the Financing Agreement, and supersedes any prior agreements between the parties concerning the terms of the Financing Agreement. The Financing Agreement may be amended or supplemented only by an instrument in writing executed by the party against whom enforcement is sought.

8. Owner Authority. Owner and the person signing on behalf of it jointly and severally warrant and represent to City that (i) Owner has the full right, power and authority to enter into this Amendment, (ii) all requisite action to authorize Owner to enter into this Amendment and to carry out Owner's obligations hereunder has been taken, and (iii) the person signing on behalf of Owner has been duly authorized by Owner to sign this Amendment on its behalf.

9. City Authority. City and the person signing on behalf of City jointly and severally warrant and represent to Owner that (i) City has the full right, power and authority to enter into this Amendment, (ii) all requisite action to authorize City to enter into this Amendment and to carry out City's obligations hereunder has been taken, and (iii) the person signing on behalf of City has been duly authorized by City to sign this Amendment on its behalf.

10. Binding. Subject to the Assignment provisions contained in Section 8.03 of the Financing Agreement, this Amendment shall be binding on and inure to the benefit of City, Owner and their respective heirs, executors, administrators, legal representatives, successors and assigns.

11. Governing Law. This Amendment shall be construed and governed by the laws of the State of Texas in effect from time to time.

12. Section Headings. The section headings used herein are intended for reference purposes only and shall not be considered in the interpretation of the terms and conditions hereof.

13. Construction. Each party acknowledges that it and its counsel have had the opportunity to review this Amendment; that the normal rule of construction shall not be applicable and there shall be no presumption that any ambiguities will be resolved against the drafting party in interpretation of this Amendment.

14. Counterparts. This Amendment may be executed in any number of counterparts, all of which taken together shall constitute one and the same agreement, and any of the parties to this Amendment may execute the Amendment by signing any of the counterparts. The parties hereby acknowledge and agree that facsimile signatures or signatures transmitted by electronic mail in so-called "PDF" format shall be legal and binding and shall have the same full force and effect as if an original of this Amendment had been delivered. City and Owner (i) intend to be bound by the signatures on any document sent by facsimile or electronic mail, (ii) are aware that the other party will rely on such signatures, and (iii) hereby waive any defenses to the enforcement of the terms of this Amendment based on the foregoing forms of signature.

15. 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 Amendment is a contract for goods or services, will not boycott Israel during the term of this Amendment. 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.

16. Verification Regarding Discrimination Against Firearm Entity or Trade Association.

To the extent this Amendment 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.

17. Verification Regarding Energy Company Boycotts.

To the extent this Amendment 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 Amendment. 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.

18. 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.

[Signature Page follows]

IN WITNESS WHEREOF, City and Owner have executed this Amendment through their duly authorized representatives to be effective as of the Effective Date.

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: _____

AN APPRAISAL REPORT
OF
PLUM CREEK NORTH PUBLIC IMPROVEMENT DISTRICT 1A,
BEING 202 EXISTING LOTS IN PHASE 2, SECTION 1;
202 PROPOSED LOTS IN PHASE 2, SECTION 2; AND
804 EXCESS LAND PAPER LOTS IN PHASE 2, SECTIONS 3, 4 & 5,
LOCATED ADJACENT TO THE NORTHEAST CORNER OF KOHLERS CROSSING AND F.M. 2770,
IN KYLE, HAYS COUNTY, TEXAS 78610

FOR
MR. R.R. "TRIPP" DAVENPORT, III
DIRECTOR
FMSBONDS, INC.
5 COWBOYS WAY, SUITE 300-25
FRISCO, TEXAS 75034

BY
BARLETTA & ASSOCIATES, INC.
1313 CAMPBELL ROAD, BUILDING C
HOUSTON, TEXAS 77055-6429

B&A FILE NUMBER: C7524-01

AS OF
TRANSMITTAL DATE OF APPRAISAL: JULY 1, 2021
"As Is" EFFECTIVE DATE OF VALUE: JUNE 18, 2021
PROSPECTIVE "UPON COMPLETION" DATE- PHASE 2, SECTIONS 2, 3, 4 & 5: APRIL 1, 2022

BARLETTA & ASSOCIATES, INC.

REAL ESTATE APPRAISERS • CONSULTANTS

July 1, 2021

Mr. R.R. "Tripp" Davenport, III
Director
FMSbonds, Inc.
5 Cowboy Way, Suite 300-25
Frisco, Texas 75034

RE: An Appraisal Report of **Plum Creek North Public Improvement District (PID) 1A, being 202 existing lots on 67.636 acres in Phase 2, Section 1; 202 proposed lots in Phase 2, Section 2; and 804 excess land paper lots in Phase 2, Sections 3, 4 & 5,** located adjacent to the northeast corner of Kohlers Crossing and Jack C. Hays Trail (F.M. 2770), in Kyle, Hays County, Texas 78610. **Of the 202 existing lots in Phase 2, Section 1, home construction on approximately 65 lots is now underway, with varying stages of completion. Herein, these 202 lots are considered to be Hypothetically "As Though Vacant," at the client's request.**

B&A File No. C7524-01

Dear Mr. Davenport:

At your request, I have physically visited and prepared an appraisal of the above-captioned property, gathered comparable market data, and conducted a study of the market area for the purpose of providing my opinion of **the Hypothetical "As Though Vacant" Market Value of the 202 existing lots on 67.636 acres in Phase 2, Section 1; and the "Upon Completion" Market Values of the subject 202 proposed lots in 202 proposed lots in Phase 2, Section 2; and 804 excess land paper lots in Phase 2, Sections 3, 4 & 5,** in compliance with the FMSbonds, Inc.'s Appraisal Instructions; the Uniform Standards of Professional Appraisal Practice; and the Appraisal Institute's Code of Professional Ethics.

At the request of the client, the "As Is" Market Values of the 202 paper lots in Phase 2, Section 2; and 804 excess land paper Lots in Phase 2, Sections 3, 4 & 5, have not been valued herein.

To conclude, it is my opinion that the **Hypothetical "As Though Vacant" Market Value of the 202 existing lots on 67.636 acres in Phase 2, Section 1; the "Upon Completion" Market Value of the subject 202 proposed lots in Phase 2, Section 2; and 804 excess land paper lots in Phase 2, Sections 3, 4 & 5** of the fee simple interests in the subject properties, as of the indicated effective dates, are as follows:

Description	No. Lots	Market Value	Effective Date
Plum Creek, Phase 2, Section 1, "As Though Vacant"	202	\$12,300,000	6/18/2021
Plum Creek, Phase 2, Section 2, "Upon Completion"	202	\$10,975,000	4/1/2022
Plum Creek, Phase 2, Sections 3, 4 & 5 Paper Lots, "Upon Completion"	804	\$22,030,000	4/1/2022

Extraordinary Assumptions:

- 1.) A portion of the subject property is proposed as a residential subdivision, with a prospective completion date. In this appraisal report, I have projected the market conditions at the prospective time of completion that would be anticipated by typical market participants. In a similar fashion, I projected the retail valuation of the individual subject lots, absorption period and holding costs, based on projected conditions that are anticipated by typical market participants. Further, unknown circumstances may change the anticipated date of completion to another date, which may have market conditions that are different from those which are expected on the anticipated date of completion that is reflected in this report. Because actual future market conditions may deviate from those which are anticipated by typical market participants, this appraisal is subject to a review of market conditions and current sale data that will be available on the prospective or actual date of completion.
- 2.) This appraisal is subject to the proposed improvements being completed in a timely and professional workmanlike manner and that the proposed improvements do not deviate significantly from those described herein.
- 3.) The valuation of the subject improvements "Upon Completion" require a valuation of the subject improvements as of a prospective date, when they are projected to be physically complete based upon the plans and specifications provided. Developing this opinion of value requires the use of an extraordinary assumption because the subject in the prospective value opinion is as it exists as of a future date when physically complete. Therefore, I have relied upon information and specifications for the proposed improvements provided by the subject developing party. Should these representations be amended, or prove to be inaccurate, the value conclusions are subject to revision.
- 4.) This appraisal assumes that the developer's marketing plan is for new homes with a price-point range of \$309,000 to \$442,000 by Lennar Homes, or a comparable production home builder.
- 5.) I was not provided a copy of the developer's cost estimates, and the concluded Market Values contained herein are subject to a review of the actual cost estimates.
- 6.) I was not provided a plat or a survey for Plum Creek Phase 2, Section 2, and the concluded Market Values contained herein are subject to a review of the final plat.

- 7.) A deviation from any of the extraordinary assumptions stated above might have an effect on the Market Value conclusions contained herein.

Hypothetical Condition:

This appraisal hypothetically assumes the 65 partially built out lots in Phase 2, Section 1 are vacant, per the client's request.

Hays County Covid-19 FEMA Disaster Area: FEMA declared the county in which the subject is located, Hays County, and all of the counties in the Austin metropolitan area, as biological disaster areas, due to the Covid-19 pandemic on March 25, 2020, with an incident start date of January 20, 2020. This does not appear to have had any direct impact on the subject property, nor the market area.

Market Value is defined by FIRREA as follows:

Market Value means the most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition are the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

- (1) buyer and seller are typically motivated;
- (2) both parties are well informed or well advised, and acting in what they consider their own best interests;
- (3) a reasonable time is allowed for exposure in the open market;
- (4) payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
- (5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

It has been a pleasure serving you, and if I can be of further assistance, please call me.

Sincerely,

BARLETTA & ASSOCIATES, INC.



Phillip F. Barletta, MAI, SRA
President
State Certified, TX-1320197-G

CERTIFICATION

USPAP CERTIFICATION

I certify that, to the best of my knowledge and belief, the following:

1. The statement of facts contained in this report is true and correct.
2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, unbiased professional analyses, opinions, and conclusions.
3. I have no present or prospective interest in the property that is the subject of this report, and I have no personal interest with respect to the parties involved.
4. I have provided no real estate services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
5. I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
6. My engagement in this assignment was not contingent upon developing or reporting predetermined results.
7. My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
8. My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the *Uniform Standards of Professional Appraisal Practice*.
9. Phillip F. Barletta, MAI, SRA made an unaccompanied visit to the subject property on June 18, 2021.
10. Dwayne Guarino provided research assistance to the signer of this appraisal.
11. This appraisal assignment was not based on a requested minimum valuation, a specific valuation, or the approval of a loan.
12. The appraiser has had extensive experience in appraising proposed and existing residential subdivision properties in the subject market area and the Austin region, and is State General Certified; thus, he is well qualified to appraise the subject property and fully satisfies the Competency Rule of the Uniform Standards of

Professional Appraisal.

13. Phillip F. Barletta, MAI, SRA is a State Certified General Real Estate Appraiser by the Texas Appraiser Licensing & Certification Board for the State of Texas.

AI CERTIFICATION

1. The reported analyses, opinions and conclusions were developed, and this report has also been prepared, in conformity with the requirements of the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute.
2. The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
3. As of the date of this report, Phillip F. Barletta, MAI, SRA has completed the continuing education program for Designated Members of the Appraisal Institute.

The appraiser hereby certifies regulatory compliance and it is my opinion that the **Hypothetical "As Though Vacant" and "Upon Completion" Bulk Market Values** of the fee simple interests in the subject properties, as of the indicated effective dates, are as follows:

Description	No. Lots	Market Value	Effective Date
Plum Creek, Phase 2, Section 1, "As Though Vacant"	202	\$12,300,000	6/18/2021
Plum Creek, Phase 2, Section 2, "Upon Completion"	202	\$10,975,000	4/1/2022
Plum Creek, Phase 2, Sections 3, 4 & 5 Paper Lots, "Upon Completion"	804	\$22,030,000	4/1/2022

Extraordinary Assumptions:

- 1.) A portion of the subject property is proposed as a residential subdivision, with a prospective completion date. In this appraisal report, I have projected the market conditions at the prospective time of completion that would be anticipated by typical market participants. In a similar fashion, I projected the retail valuation of the individual subject lots, absorption period and holding costs, based on projected conditions that are anticipated by typical market participants. Further, unknown circumstances may change the anticipated date of completion to another date, which may have market conditions that are different from those which are expected on the anticipated date of completion that is reflected in this report. Because actual future market conditions may deviate from those which are anticipated by typical market participants, this appraisal is subject to a review of market conditions and current sale data that will be available on the prospective or actual date of completion.
- 2.) This appraisal is subject to the proposed improvements being completed in a timely and professional workmanlike manner and that the proposed improvements do not deviate significantly from those described herein.

- 3.) The valuation of the subject improvements "Upon Completion" require a valuation of the subject improvements as of a prospective date, when they are projected to be physically complete based upon the plans and specifications provided. Developing this opinion of value requires the use of an extraordinary assumption because the subject in the prospective value opinion is as it exists as of a future date when physically complete. Therefore, I have relied upon information and specifications for the proposed improvements provided by the subject developing party. Should these representations be amended, or prove to be inaccurate, the value conclusions are subject to revision.
- 4.) This appraisal assumes that the developer's marketing plan is for new homes with a price-point range of \$309,000 to \$442,000 by Lennar Homes, or a comparable production home builder.
- 5.) I was not provided a copy of the developer's cost estimates, and the concluded Market Values contained herein are subject to a review of the actual cost estimates.
- 6.) I was not provided a plat or a survey for Plum Creek Phase 2, Section 2, and the concluded Market Values contained herein are subject to a review of the final plat.
- 7.) A deviation from any of the extraordinary assumptions stated above might have an effect on the Market Value conclusions contained herein.

Hypothetical Condition:

This appraisal hypothetically assumes the 65 partially built out lots in Phase 2, Section 1 are vacant, per the client's request.

BARLETTA & ASSOCIATES, INC.



Phillip F. Barletta, MAI, SRA
President
State Certified, TX-1320197-G

ASSUMPTIONS AND LIMITING CONDITIONS

This appraisal is subject to the following conditions:

1. This Appraisal Report is intended to comply with the reporting requirements set forth under the Uniform Standards of Professional Appraisal Practice, Standard Rule 2-2 (a). As such, this report does, in fact, include narrative discussions of the data, reasoning and analyses that were used in the appraisal process to develop the appraiser's opinions of value. Supporting documentation concerning the data, reasoning, and analyses is included in this report. The appraiser is not responsible for unauthorized use of this report.
2. No responsibility is assumed for legal or title consideration. Titles to the properties are assumed to be good and marketable unless otherwise stated in this report.
3. The properties are appraised free and clear of any or all liens and encumbrances unless otherwise stated in this report.
4. Responsible ownership and competent property management are assumed unless otherwise stated in this report.
5. The information furnished by others is believed to be reliable. However, no warranty is given for its accuracy.
6. All engineering is assumed to be correct. Any plot plans and illustrative material in this report are included only to assist the reader in visualizing the property.
7. It is assumed that there are no hidden or unapparent conditions of the subject property, subsoil, or structures that render them more or less valuable. No responsibility is assumed for such conditions or for arranging for engineering studies that may be required to discover them.
8. It is assumed that there is full compliance with all applicable federal, state, and local environmental regulations and laws unless otherwise stated in this report.
9. It is assumed that all applicable zoning and use regulations and restrictions have been complied with, unless a nonconformity has been stated, defined, and considered in this Appraisal Report.
10. It is assumed that all required licenses, certificates of occupancy or other legislative or administrative authority from any local, state, or national governmental or private entity or organization have been or can be obtained or renewed for any use on which the value estimates contained in this report are based.
11. Any sketches in this report may show approximate dimensions and is included to assist the reader in visualizing the properties. Maps and exhibits found in this report are provided for reader reference purposes only. No guarantee as to accuracy is expressed or implied unless otherwise stated in this report. No surveys have been made for the purpose of this report.

12. It is assumed that the utilization of the land and improvements is within the boundaries or property lines of the properties described and that there is no encroachment or trespass unless otherwise stated in this report.
13. The appraiser is not qualified to detect hazardous waste and/or toxic materials. Any comment by the appraiser that might suggest the possibility of the presence of such substances should not be taken as confirmation of the presence of hazardous waste and/or toxic materials. Such determination would require investigation by a qualified expert in the field of environmental assessment. The presence of substances such as asbestos, urea-formaldehyde foam insulation, or other potentially hazardous materials may affect the value of the properties. The appraiser's value estimate is predicated on the assumption that there is no such material on or in the properties that would cause a loss in value unless otherwise stated in this report. No responsibility is assumed for any environmental conditions, or for any expertise or engineering knowledge required to discover them. The appraiser's descriptions and resulting comments are the result of the routine observations made during the appraisal process.
14. Unless otherwise stated in this report, the subject property are appraised without specific compliance surveys having been conducted to determine if the properties are or are not in conformance with the requirements of the Americans With Disabilities Act. The presence of architectural and communications barriers that are structural in nature that would restrict access by disabled individuals may adversely affect the property's' value, marketability, or utility.
15. Any proposed improvements are assumed to be completed in a good workmanlike manner in accordance with the submitted plans and specifications.
16. The distributions, if any, of the total valuations in this report between land and improvements apply only under the stated program of utilization. The separate allocations for land and buildings must not be used in conjunction with any other appraisal and are invalid if so used.
17. Possession of this report, or a copy thereof, does not carry with it the right of publication. It may not be used for any purpose by any person other than the party to whom it is addressed without the written consent of the appraisers, and in any event, only with proper written qualification and only in its entirety.
18. Neither all nor any part of the contents of this report (especially any conclusions as to value, the identity of the appraisers, or the firm with which the appraiser is connected) shall be disseminated to the public through advertising, public relations, new sales, or other media without prior written consent and approval of the appraiser.
19. This appraisal assumes that there are no significant wetlands and/or endangered species or habitats issues affecting the subject sites.

20. Texas is a non-disclosure state. It is important that the intended users of this appraisal understand that in Texas, there is no legal requirement for grantors or grantees to disclose any information relative to a transfer of real property. As a result, no data source provides absolute coverage of all transactions. It is possible that there are sales data of which we are unaware, or were non-verifiable. My sources provide the data typically available to appraisers in the ordinary course of business.

Extraordinary Assumptions:

- 1.) A portion of the subject property is proposed as a residential subdivision, with a prospective completion date. In this appraisal report, I have projected the market conditions at the prospective time of completion that would be anticipated by typical market participants. In a similar fashion, I projected the retail valuation of the individual subject lots, absorption period and holding costs, based on projected conditions that are anticipated by typical market participants. Further, unknown circumstances may change the anticipated date of completion to another date, which may have market conditions that are different from those which are expected on the anticipated date of completion that is reflected in this report. Because actual future market conditions may deviate from those which are anticipated by typical market participants, this appraisal is subject to a review of market conditions and current sale data that will be available on the prospective or actual date of completion.
- 2.) This appraisal is subject to the proposed improvements being completed in a timely and professional workmanlike manner and that the proposed improvements do not deviate significantly from those described herein.
- 3.) The valuation of the subject improvements "Upon Completion" require a valuation of the subject improvements as of a prospective date, when they are projected to be physically complete based upon the plans and specifications provided. Developing this opinion of value requires the use of an extraordinary assumption because the subject in the prospective value opinion is as it exists as of a future date when physically complete. Therefore, I have relied upon information and specifications for the proposed improvements provided by the subject developing party. Should these representations be amended, or prove to be inaccurate, the value conclusions are subject to revision.
- 4.) This appraisal assumes that the developer's marketing plan is for new homes with a price-point range of \$309,000 to \$442,000 by Lennar Homes, or a comparable production home builder.
- 5.) I was not provided a copy of the developer's cost estimates, and the concluded Market Values contained herein are subject to a review of the actual cost estimates.
- 6.) I was not provided a plat or a survey for Plum Creek Phase 2, Section 2, and the concluded Market Values contained herein are subject to a review of the final plat.
- 7.) A deviation from any of the extraordinary assumptions stated above might have an effect on the Market Value conclusions contained herein.

Hypothetical Condition:

This appraisal hypothetically assumes the 65 partially built out lots in Phase 2, Section 1 are vacant, per the client's request.

SUMMARY OF SALIENT FACTS AND CONCLUSIONS

Type of Property: **Plum Creek North Public Improvement District (PID) 1A, being 202 existing lots on 67.636 acres in Phase 2, Section 1; 202 proposed lots in Section 2, Phase 2; and 804 excess land paper lots in Section 2, Phases 3, 4 & 5, located adjacent to the northeast corner of Kohlers Crossing and Jack C. Hays Trail (F.M. 2770), and just west of Kyle Parkway (F.M. 1626), in Kyle, Hays County, Texas. Of the 202 existing lots in Phase 2, Section 1, home construction on approximately 65 lots is now underway, with varying stages of completion. Herein, these 202 lots are considered to be Hypothetically "As Though Vacant."**

Mapsco Reference: Hays County – 659 D, H, M, Q & R

Postal Address: Kyle, Texas 78610

Location: Plum Creek North Public Improvement District (PID) 1A, is located adjacent to the northeast corner of Kohlers Crossing and Jack C. Hays Trail (F.M. 2770), and just west of Kyle Parkway (F.M. 1626), in Kyle, Hays County, Texas 78610.

Tract Sizes

Phase 2, Section 1: 67.636 acres containing 202 lots
Density: 2.99 lots per acre.

Phase 2, Section 2: 56.517 acres platted for 202 lots
Density: 3.57 lots per acre.

Phase 2, Sections 3, 4 & 5: ±200.00 acres preliminarily platted for 804 lots
Density: ±4.02 lots per acre.

Overall Size: 390.130 acres platted for 1,208 lots
Density: 3.10 lots per acre.

<u>Ph. 2, Section 1, Lot Size Mix</u>	<u>No.</u>	<u>Description</u>	<u>Typical Dimensions</u>	<u>Avg. Size</u>
	33	Existing	43' x 130'	5,590 SF
	137	Existing	50' x 130'	6,500 SF
	<u>32</u>	Existing	55' x 130'	7,150 SF
	202	Total/Avg.	-	6,454 SF

<u>Ph.2, Section 2, Lot Size Mix</u>	<u>No.</u>	<u>Description</u>	<u>Typical Dimensions</u>	<u>Avg. Size</u>
	64	Proposed	35' x 130'	4,550 SF
	15	Proposed	43' x 130'	5,590 SF
	90	Proposed	50' x 130'	6,500 SF
	<u>33</u>	Proposed	55' x 130'	7,150 SF
Total/Average	202	Proposed	-	5,921 SF

<u>Ph.2, Secs. 3, 4 & 5 Lot Size Mix</u>	<u>No.</u>	<u>Description</u>	<u>Typical Dimensions</u>	<u>Avg. Size</u>
	72	Paper Lots	35' x 130'	4,550 SF
	144	Paper Lots	43' x 130'	5,590 SF
	397	Paper Lots	50' x 130'	6,500 SF
	<u>191</u>	Paper Lots	55' x 130'	7,150 SF
Total/Average	804	Paper Lots	-	6,317 SF

Appraisal Dates

- As Is Date of Value: June 18, 2021
- Date of Report Transmittal: July 1, 2021
- Prospective Date of Value: Phase 2, Sections 2, 3, 4 & 5 – April 1, 2022

Purpose of the Appraisal:

To provide an opinion of the **Hypothetical “As Though Vacant” Market Value of the 202 existing lots on 67.636 acres in Phase 2, Section 1; and the “Upon Completion” Market Values of the subject 202 paper lots in Phase 2, Section 2; and 804 excess land paper lots in Phase 2, Sections 3, 4 & 5**, in compliance with the FMSbonds, Inc.’s Appraisal Instructions; the Uniform Standards of Professional Appraisal Practice; and the Appraisal Institute’s Code of Professional Ethics.

At the request of the client, the “As Is” Market Values of the 202 proposed lots in Phase 2, Section 2; and 804 excess land paper lots in Phase 2, Sections 3, 4 & 5, have not been valued herein.

Rights Appraised:

Fee Simple Estate

Floodplain:

A portion of Phase 2, Section 3 appears to be within Zone “A,” of the 100-year floodplain. However, all of the subject existing lots, proposed lots and paper lots are in Zone “X,” being outside of the 100-year and 500-year floodplains, according to FEMA Map Panel No. 48209C0270F, dated 9/2/2005.

Utilities/Services

Sanitary Sewer & Water:	City of Kyle
Electricity:	Pedernales Electric Co-Op
Natural Gas:	Center Point Energy
Telephone Service:	Spectrum
Police Protection:	City of Kyle and Hays County Sheriff's Dept.
Fire Protection:	Hays County Emergency Districts #5 & #9
School District:	Hays Consolidated I.S.D.
 Zoning:	 Plum Creek P.U.D. Ordinance 311
Restrictions:	None adverse known.
Subject Builder:	Lennar Homes.
 New Home Price Range:	 \$309,000 to \$442,000.
Highest & Best Use:	New residential construction on the 202 Phase 2, Section 1 existing lots; near term residential lot development for the 202 Phase 2, Section 2 lots; and future residential lot development in Phase 2, Sections 3, 4 & 5, as economic conditions and demand warrants.

CONCLUSION: The subject Plum Creek North PID, 1A has a suburban location in the rapidly growing Kyle/Buda Market Area of Austin. All services and public utilities are available, and no detrimental zoning, encroachments, or restrictions were noted, which would represent an adverse influence to the subject lots for lower-mid priced production housing.

MARKEY VALUE CONCLUSIONS:

Description	No. Lots	Market Value	Effective Date
Plum Creek, Phase 2, Section 1, "As Though Vacant"	202	\$12,300,000	6/18/2021
Plum Creek, Phase 2, Section 2, "Upon Completion"	202	\$10,975,000	4/1/2022
Plum Creek, Phase 2, Sections 3, 4 & 5 Paper Lots, "Upon Completion"	804	\$22,110,000	4/1/2022

Extraordinary Assumptions:

- 1.) A portion of the subject property is proposed as a residential subdivision, with a prospective completion date. In this appraisal report, I have projected the market conditions at the prospective time of completion that would be anticipated by typical market participants. In a similar fashion, I projected the retail valuation of the individual subject lots, absorption period and holding costs, based on projected conditions that are anticipated by typical market participants. Further, unknown circumstances may change the anticipated date of completion to another date, which may have market conditions that are different from those which are expected on the anticipated date of

completion that is reflected in this report. Because actual future market conditions may deviate from those which are anticipated by typical market participants, this appraisal is subject to a review of market conditions and current sale data that will be available on the prospective or actual date of completion.

- 2.) This appraisal is subject to the proposed improvements being completed in a timely and professional workmanlike manner and that the proposed improvements do not deviate significantly from those described herein.
- 3.) The valuation of the subject improvements "Upon Completion" require a valuation of the subject improvements as of a prospective date, when they are projected to be physically complete based upon the plans and specifications provided. Developing this opinion of value requires the use of an extraordinary assumption because the subject in the prospective value opinion is as it exists as of a future date when physically complete. Therefore, I have relied upon information and specifications for the proposed improvements provided by the subject developing party. Should these representations be amended, or prove to be inaccurate, the value conclusions are subject to revision.
- 4.) This appraisal assumes that the developer's marketing plan is for new homes with a price-point range of \$309,000 to \$442,000 by Lennar Homes, or a comparable production home builder.
- 5.) I was not provided a copy of the developer's cost estimates, and the concluded Market Values contained herein are subject to a review of the actual cost estimates.
- 6.) I was not provided a plat or a survey for Plum Creek Phase 2, Section 2, and the concluded Market Values contained herein are subject to a review of the final plat.
- 7.) A deviation from any of the extraordinary assumptions stated above might have an effect on the Market Value conclusions contained herein.

Hypothetical Condition:

This appraisal hypothetically assumes the 65 partially built out lots in Phase 2, Section 1 are vacant, per the client's request.



CITY OF KYLE, TEXAS

Kyle 57 PID Maint. Op. Agmt

Meeting Date: 3/1/2022

Date time: 7:00 PM

Subject/Recommendation: Consider and possible action on a Maintenance and Operations Agreement by and between City of Kyle, Texas and Sage Hollow Residential Community, Inc. ~ *Amber Lewis, Assistant City Manager*

Other Information:

Legal Notes:

Budget Information:

ATTACHMENTS:

Description

No Attachments Available



CITY OF KYLE, TEXAS

Kyle 57 Letter Agreement

Meeting Date: 3/1/2022

Date time: 7:00 PM

Subject/Recommendation: Consider and possible action on a letter agreement by and between the City of Kyle, Texas and Kyle 57 Development, Inc. ~ *Amber Lewis, Assistant City Manager*

Other Information:

Legal Notes:

Budget Information:

ATTACHMENTS:

Description

- ☐ Milestone Kyle 57 PID - City Letter Agreement (undergrounding utilities) final.docx[6]
- ☐ Summary[2]

KYLE 57 DEVELOPMENT, INC.

Mr. Scott Sellers
City Manager
City of Kyle
100 W. Center Street
Kyle, Texas 78640

Dear Mr. Sellers,

This letter agreement (the "**Agreement**") is made and entered into effective as of March _____, 2022 (the "**Effective Date**") by and between KYLE 57 DEVELOPMENT, INC., a Texas corporation and/or its assigns (including its Designated Successors and Assigns, the "**Owner**"), and the CITY OF KYLE, TEXAS (the "**City**"), a home rule municipal corporation, acting by and through its duly authorized representative. Each of Owner and City may be referred to herein each individually as a "**Party**" and collectively as the "**Parties**."

In connection with the transactions contemplated by this Agreement, and upon the terms and subject to the conditions of this Agreement, the Parties hereby agree to the following:

1. Owner to Underground Utilities. Owner will cause the electric and telecommunications facilities located adjacent to and abutting the full length of the Owner's property boundary along FM 150 to be relocated underground on the Owner's property boundary along FM 150, and shall remove the existing above-ground electric and telecommunications infrastructure (the "**Undergrounding Work**"). The Owner anticipates completion of the Undergrounding Work within three (3) years of the Effective Date of this Agreement.

2. City Waives PID Improvement Fee. As consideration for Owner causing the Undergrounding Work to be completed, City will waive the levy and collection of any fee described in the City's PID policy, as amended, or any other fee due from Owner related to the issuance of PID Bonds for the Kyle 57 PID.

Prairie Building Construction. The City agrees that development by Owner within the PID shall utilize "Prairie Building Construction" which allows the construction of residences to begin after recordation of the final subdivision plat and concurrently with the subdivision improvements, contingent upon the following: (i) home construction traffic is limited to temporary access roads built specifically to avoid vehicular traffic on future public right-of-way, (ii) any vehicular traffic on right-of-way will be at Owner's risk, (iii) streets damaged by vehicular traffic will be repaired or replaced at Owner's expense as directed by City inspectors, and (iv) construction is in accordance with a Prairie Build Plan approved by the City of Kyle. In no event shall any home be issued a Certificate of Occupancy until the home is connected to water and wastewater facilities.

3. Further Assurances. From time to time and without additional consideration, Owner and City, as the case may be, will execute and deliver, or cause to be executed and delivered, such additional or further transfers, assignments, endorsements, consents, notes, and other instruments as Owner and City, as the case may be, may reasonably request for the purpose

of effectively carrying out the transactions contemplated by this Agreement.

4. Entire Agreement; Amendments. This Agreement sets forth the entire understanding of the Parties and amends, restates and supersedes in their entirety all prior agreements or understandings, whether written or oral, with respect to the subject matter hereof, if any, including, without limitation, all prior drafts or versions of this Agreement and all communications among any of the Parties and/or their respective representatives with respect to such subject matter. No terms, conditions, or warranties, or other than those contained herein, and no amendments or modifications hereto, will be valid unless made in writing and signed by the Parties intended to be bound thereby.

5. Binding Effect/Assignability. This Agreement will extend to and be binding upon and inure to the benefit of the Parties, their respective heirs, legal representatives, successors and permitted assigns.

6. Governing Law; Venue. This Agreement will be construed and enforced according to the laws of the State of Texas without regard to principles of conflicts of law. All actions and proceedings relating to or arising out of the subject matter hereof will be maintained exclusively in the courts of Hays County, Texas, and each of the Parties hereby irrevocably waives any objection which such Party may now or hereafter have to the bringing of any such action or proceeding with respect to this Agreement in any jurisdiction set forth above.

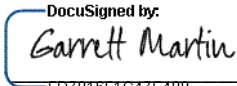
7. Drafting. Each Party acknowledges that such Party was actively involved in the negotiation and drafting of this Agreement and that no law or rule of construction will be raised or used in which the provisions of this Agreement will be construed in favor or against any Party because one is deemed to be the author thereof.

8. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which shall constitute one and the same agreement. The counterparts of this Agreement may be executed and delivered by facsimile or other electronic signature (including portable document format) by either of the Parties and the receiving Party may rely on the receipt of such document so executed and delivered electronically or by facsimile as if the original had been received.

If you are in agreement with the foregoing, please sign and return one copy of this Agreement, which thereupon will constitute our binding agreement with respect to its subject matter.

[the remainder of this page left intentionally blank]

Very truly yours,

DocuSigned by:

FD7816F1C47E409...
Garrett Martin, President
Kyle 57 Development, Inc.

ACKNOWLEDGED AND AGREED
AS OF _____, 2022

CITY OF KYLE

By: _____
Name: _____
Title: _____

[signature page – undergrounding letter agreement]

Certificate Of Completion

Envelope Id: 5A98BA909CA6474AA2FF9A2078E6F8CB

Status: Completed

Subject: Please DocuSign: Milestone Kyle 57 PID - City Letter Agreement (undergrounding utilities) final...

Source Envelope:

Document Pages: 3

Signatures: 1

Envelope Originator:

Certificate Pages: 5

Initials: 0

Ellen Harrison

AutoNav: Enabled

9111 Jollyville Rd

Envelopeld Stamping: Enabled

Suite 111

Time Zone: (UTC-06:00) Central Time (US & Canada)

Austin, TX 78759

eharrison@mymilestone.com

IP Address: 173.174.122.128

Record Tracking

Status: Original

Holder: Ellen Harrison

Location: DocuSign

2/25/2022 | 02:58 PM

eharrison@mymilestone.com

Signer Events**Signature****Timestamp**

Garrett Martin

garrett@mymilestone.com

Manager

Milestone Community Builders, LLC

Security Level: Email, Account Authentication
(None)

DocuSigned by:

 FD7816F1C47E409...

Signature Adoption: Pre-selected Style
Using IP Address: 72.177.85.134

Sent: 2/25/2022 | 03:00 PM

Viewed: 2/25/2022 | 03:06 PM

Signed: 2/25/2022 | 03:06 PM

Electronic Record and Signature Disclosure:

Accepted: 2/25/2022 | 03:06 PM

ID: d5d1ac34-a221-429b-847e-1bf8e7107707

In Person Signer Events**Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp****Carbon Copy Events****Status****Timestamp**

Daniel McElrath

dmcelrath@mymilestone.com

Milestone Community Builders LLC

Security Level: Email, Account Authentication
(None)

COPIED

Sent: 2/25/2022 | 03:00 PM

Viewed: 2/25/2022 | 03:00 PM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Witness Events**Signature****Timestamp****Notary Events****Signature****Timestamp****Envelope Summary Events****Status****Timestamps**

Envelope Sent

Hashed/Encrypted

2/25/2022 | 03:00 PM

Certified Delivered

Security Checked

2/25/2022 | 03:06 PM

Signing Complete

Security Checked

2/25/2022 | 03:06 PM

Completed

Security Checked

2/25/2022 | 03:06 PM

Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Milestone (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Milestone:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: jmorales@mymilestone.com

To advise Milestone of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at jmorales@mymilestone.com and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Milestone

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to jmorales@mymilestone.com and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Milestone

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to jmorales@mymilestone.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Milestone as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Milestone during the course of your relationship with Milestone.



CITY OF KYLE, TEXAS

PGAL - Add't Svcs PSC

Meeting Date: 3/1/2022

Date time: 7:00 PM

Subject/Recommendation: Consider and possible action on Design Add-Services totaling \$82,170 for the City's Public Safety Center project to be funded from the Design Allowance Fund Built into PGAL's existing contract with the City of Kyle and to authorize the City Manager to act on all future Design Add Service Requests for this project not to exceed the Design Contract total agreed upon with the Prime Design Consultant, PGAL. ~ *Cris Ruebush, PGAL, City of Kyle Design Project Manager*

Other Information:

Legal Notes:

Budget Information:

ATTACHMENTS:

Description

☐ Kyle_PD_Add_Service_Proposal_PGAL&Team

February 21, 2022

Scott Sellers
City Manager
City of Kyle

Re: Add Service Fee Proposal for City of Kyle New Police Headquarters Design Alterations

Scott,

PGAL is submitting this Add Service Fee Proposal to provide additional design and engineering services for the following tasks resulting from design evolution throughout the project's design:

ALEXANDRIA
ATLANTA
AUSTIN
BOCA RATON
CHICAGO
DALLAS/FORT WORTH
HOBOKEN
HOUSTON
LAS VEGAS
LOS ANGELES
SALT LAKE CITY
SAN DIEGO

EXTERIOR AESTHETIC RE-DESIGN: PGAL

After the Design Development Drawings and the bond election passing, the City requested the exterior skin design be altered to be more distinct and ornate. PGAL prepared multiple design options and iterations which were presented and reviewed with City staff/leadership to determine the preferred design aesthetic. The added design detail required new and more complicated details. Our add service request is to account for the time to accomplish this new exterior design. FEE: \$14,000.

ROOF & ENTRY TOWER STRUCTURAL RE-DESIGN: Walter P Moore

The Exterior Aesthetic Re-Design (item above) enlarged the main entrance tower and added curved metal roofing which required substantial custom structural steel design and drawing effort. This add service request is to account for the added effort by our structural engineer, Walter P Moore; their backup add service letter is attached at the back of this proposal. FEE: \$39,500.

DISPATCH SUITE MEP ENGINEERING: DBR Engineering

During Construction Documents, the City requested a Dispatch Suite be created in space previously assigned as Police vehicle storage bays. This add service request is to account for the added effort by DBR, our Mechanical/Electrical/Plumbing engineer, to add power/plumbing/data/AV and dedicated backup HVAC to the space; their backup add service letter is attached at the back of this proposal. FEE: \$7,500.

LANDSCAPE LOW IMPACT DESIGN ALTERATIONS: ORO Design

During Construction Documents, the City requested enhanced low impact landscape design features. This add service request is to account for the added effort by Oro, our

Landscape Architect, to alter and add landscape design low impact features; their backup add service letter is attached at the back of this proposal. FEE: \$3,000.

POROUS PAVEMENT GEOTECHNICAL: ECS

As an element of the Low Impact Design (see previous item), an area of parking pavement was modified to have porous concrete. To enable design of the concrete section for this pavement, an additional geotechnical analysis was required. This add service request is to account for the added effort by ECS, the original geotechnical engineer, to do the analysis; their backup add service letter is attached at the back of this proposal. FEE: \$950.

OFF-SITE WASTEWATER LINE DESIGN: GarzaEMC

During Site Development Permitting, the City requested an altered wastewater line design. This add service request is to account for the added effort by GarzaEMC, our civil engineer, to re-design and document the alternative wastewater line path; their backup add service letter is attached at the back of this proposal. FEE: \$7,500.

DISPATCH MOVE FROM 1st FLOOR to 2nd FLOOR: PGAL

In late January 2022, the City directed the design team to study and determine the best location to fit 8 dispatch consoles (instead of 6 in the originally designed space). After review and discussion, it was decided to move the Dispatch suite from the originally 1st Floor Space to the EOC space in the center of the 2nd Floor. This add service request is to account for architectural drawing revisions to do the following: remove access floor from original suite, to alter walls and doors on 2nd Floor to make the previous EOC space a more ideal Dispatch suite, and to create an IT Office Suite in Flex Space on the 1st Floor (as their offices space will be displaced by new Dispatch). FEE: \$5,180.

DISPATCH MOVE FROM 1st FLOOR to 2nd FLOOR: DBR Engineering

In late January 2022, the City directed the design team to study and determine the best location to fit 8 dispatch consoles (instead of 6 in the originally designed space). After review and discussion, it was decided to move the Dispatch suite from the originally 1st Floor Space to the EOC space in the center of the 2nd Floor. This add service request is to account for the added effort by DBR, our Mechanical/Electrical/Plumbing engineer, to revise the power/HVAC/AV/IT layouts; their backup add service letter is attached at the back of this proposal. FEE: \$3,800.

COMPENSATION

TASK	FIRM	FEE
Exterior Aesthetic Re-Design	PGAL	\$ 14,000
Roof & Entry Tower Structural Re-Design	WPM	\$ 39,500
Dispatch Suite MEP Engineering	DBR	\$7,500
Landscape Low Impact Design Alterations	ORO	\$3,000
Off-Site Wastewater Line Design	GarzaEMC	\$7,500
Porous Pavement Geotech	ECS	\$950
Dispatch move from 1 st Floor to 2 nd Floor	PGAL	\$5,920
Dispatch move from 1 st Floor to 2 nd Floor MEP	DBR	\$3,800
Total:		\$82,170

PROPOSED USE OF UNUSED ALLOWANCE FUNDS

The original design contract contained line item allowances for potentially needed services as shown in the chart below. The bulk of the allowances will not be needed; the second chart shows the actual usage of the allowances.

PROPOSED ALLOWANCES IN CONTRACT:

Survey	\$ 25,000
Geotechnical Report	\$ 25,000
Cost Estimate (Preliminary)	\$ 2,500
Cost Estimate (DD Phase)	\$ 20,000
Cost Estimate (CD Phase)	\$ 20,000
Basic Commissioning	\$ 40,000
Total:	\$132,500

ACTUAL ALLOWANCES USED/SPENT:

Survey	\$ 0	Survey provided by Momark
Geotechnical Report	\$ 4,995	
Cost Estimate (Preliminary)	\$ 0	Estimates done by CMR
Cost Estimate (DD Phase)	\$ 0	Estimates done by CMR
Cost Estimate (CD Phase)	\$ 0	Estimates done by CMR
Basic Commissioning	\$ 35,000	
Total:	\$ 39,995	

With the delta of \$92,505 in the proposed allowances and actual allowances, we propose that the additional design services be accounted for within the allowance bucket and thus avoid any needed change order to add fee to the design contract.

CONCLUSION

Thank you for the opportunity to continue to serve the City of Kyle. Please don't hesitate to call should you have any questions regarding this proposal; my direct office phone is 512-634-5100.

Sincerely,

PGAL



Cris Ruebush, AIA, LEED AP
Principal

Approved and Accepted by:

Name	Date
-------------	-------------

Title



CITY OF KYLE, TEXAS

Support for Hays CISD Diversity Advisory Council

Meeting Date: 3/1/2022
Date time: 7:00 PM

Subject/Recommendation: Discussion and possible direction to support a request from the Hays CISD Diversity Advisory Council for city support with broadcasting, promotions, and space to conduct the community book and discussion event. ~ *Dex Ellison, Council Member*

Other Information:

Legal Notes:

Budget Information:

ATTACHMENTS:

Description

No Attachments Available



CITY OF KYLE, TEXAS

Minutes

Meeting Date: 3/1/2022
Date time: 7:00 PM

Subject/Recommendation: Discussion and possible direction regarding Minutes for all City of Kyle Boards, Commissions, and City Council. ~ *Jennifer Holm, City Secretary*

Other Information:

Legal Notes:

Budget Information:

ATTACHMENTS:

Description

No Attachments Available



CITY OF KYLE, TEXAS

2022 0212 Workshop Minutes

Meeting Date: 3/1/2022

Date time: 7:00 PM

Subject/Recommendation: City Council Workshop Meeting Minutes - February 12, 2022. ~ *Jennifer Holm, City Secretary*

Other Information:

Legal Notes:

Budget Information:

ATTACHMENTS:

Description

- 📎 2022 0212 DRAFT Council Workshop Meeting Minutes

CITY COUNCIL WORKSHOP MEETING MINUTES

The City Council of the City of Kyle, Texas met in Workshop Session on February 12, 2022 at Hyatt Regency, 2615 Preston Rd, Frisco, TX 75034 with the following persons present:

Mayor Travis Mitchell
Mayor Pro Tem Robert Rizo
Council Member Dex Ellison
Council Member Yvonne Flores-Cale
Council Member Ashlee Bradshaw
Council Member Daniela Parsley
Council Member Michael Tobias
Scott Sellers, City Manager
James Earp, Assistant City Manager
Jerry Hendrix, Assistant City Manager
Amber Lewis, Assistant City Manager
Paige Saenz, City Attorney
Jennifer Holm, City Secretary
Samantha Armbruster, Comm. Director

Ron Cox

I. Call Meeting to Order

Mayor Mitchell called the meeting to order at 2:12 p.m.

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

II. Citizen Comment Period with City Council

No members of the public were present.

III. General Discussion

1. City Council Visioning Workshop. ~ *Travis Mitchell, Mayor*

Priority and Vision setting for the City to include:

1. Economic Development Projects and Initiatives
2. Public Safety
3. Development of Downtown Kyle
4. Land Development Codes
5. Capital Improvements Projects and Transportation
6. City Facilities; Recreation, Park and Trail Improvements
7. Communications, Branding, and Information Technology
8. Community Development and Beautification
9. Comprehensive plan
10. Lobbying Procedures
11. City Resolutions, Ordinances and State Statutes
12. Seniors
13. Organizational Culture and Performance Measures

14. Finance and budget
15. Events
16. Boards, Commissions, Committees, and Task Forces
17. Municipal Utilities

(Topics may be taken up out of order)

Mayor Mitchell brought forward Item No. 1 for discussion and gave the floor to Mr. Ron Cox. Mr. Cox facilitated the discussion, which centered around vision, mission, and take-aways. A recess was called at 3:50 p.m. The meeting reconvened at 4:02 p.m. and discussion continued. A recess was called at 5:54 p.m. The meeting reconvened at 6:03 p.m. and discussion continued.

The topics discussed include:

1. Economic Development Projects and Initiatives
2. Development of Downtown Kyle
3. Land Development Codes
4. Capital Improvements Projects and Transportation
5. City Facilities; Recreation, Park and Trail Improvements
6. Communications, Branding, and Information Technology
7. City Resolutions, Ordinances and State Statutes
8. Seniors
9. Organizational Culture and Performance Measures
10. Finance and budget
11. Events
12. Boards, Commissions, Committees, and Task Forces

(Topics taken up in various order.)

IV. Executive Session

2. 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.

3. Take action on items discussed in Executive Session.

V. Adjourn

With no further business to discuss, the City Council adjourned at 7:04 p.m.

Travis Mitchell, Mayor

Attest:

Jennifer Holm, City Secretary

DRAFT



CITY OF KYLE, TEXAS

2022 0213 Workshop Minutes

Meeting Date: 3/1/2022

Date time: 7:00 PM

Subject/Recommendation: City Council Workshop Meeting Minutes - February 13, 2022. ~ *Jennifer Holm, City Secretary*

Other Information:

Legal Notes:

Budget Information:

ATTACHMENTS:

Description

- 2022 0213 DRAFT Council Workshop Meeting Minutes

CITY COUNCIL WORKSHOP MEETING MINUTES

The City Council of the City of Kyle, Texas met in Workshop Session on February 13, 2022 at Hyatt Regency, 2615 Preston Rd, Frisco, TX 75034 with the following persons present:

Mayor Travis Mitchell
Mayor Pro Tem Robert Rizo
Council Member Dex Ellison
Council Member Yvonne Flores-Cale
Council Member Ashlee Bradshaw
Council Member Daniela Parsley
Council Member Michael Tobias
Scott Sellers, City Manager
James Earp, Assistant City Manager
Jerry Hendrix, Assistant City Manager
Amber Lewis, Assistant City Manager
Paige Saenz, City Attorney
Jennifer Holm, City Secretary
Samantha Armbruster, Comm. Director

I. Call Meeting to Order

Mayor Mitchell called the meeting to order at 9:08 a.m.

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

II. Citizen Comment Period with City Council

No members of the public were present.

III. General Discussion

1. City Council Visioning Workshop. ~ *Travis Mitchell, Mayor*

Priority and Vision setting for the City to include:

1. Economic Development Projects and Initiatives
2. Public Safety
3. Development of Downtown Kyle
4. Land Development Codes
5. Capital Improvements Projects and Transportation
6. City Facilities; Recreation, Park and Trail Improvements
7. Communications, Branding, and Information Technology
8. Community Development and Beautification
9. Comprehensive plan
10. Lobbying Procedures
11. City Resolutions, Ordinances and State Statutes
12. Seniors

13. Organizational Culture and Performance Measures
14. Finance and budget
15. Events
16. Boards, Commissions, Committees, and Task Forces
17. Municipal Utilities

(Topics may be taken up out of order)

Mayor Mitchell brought forward Item No. 1 for discussion and gave the floor to Mr. Ron Cox. Mr. Cox facilitated the discussion, which centered around vision, mission, and take-aways.

The topics discussed include:

1. Economic Development Projects and Initiatives
2. Development of Downtown Kyle
3. Capital Improvements Projects and Transportation
4. City Facilities; Recreation, Park and Trail Improvements
5. Seniors
6. Finance and budget
7. Events
8. Municipal Utilities

(Topics taken up in various order.)

IV. Executive Session

2. 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.

3. Take action on items discussed in Executive Session.

V. Adjourn

With no further business to discuss, the City Council adjourned at 11:07 p.m.

Travis Mitchell, Mayor

Attest:

Jennifer Holm, City Secretary

DRAFT



CITY OF KYLE, TEXAS

2022 0215 Special Minutes

Meeting Date: 3/1/2022

Date time: 7:00 PM

Subject/Recommendation: City Council Special Meeting Minutes - February 15, 2022. ~ *Jennifer Holm, City Secretary*

Other Information:

Legal Notes:

Budget Information:

ATTACHMENTS:

Description

❏ 2022 0215 DRAFT Special Meeting Minutes

SPECIAL CITY COUNCIL MEETING MINUTES

The City Council of the City of Kyle, Texas met in Special Session on February 15, 2022 at Kyle City Hall with the following persons present:

Mayor Travis Mitchell
Mayor Pro Tem Robert Rizo
Council Member Dex Ellison
Council Member Yvonne Flores-Cale
Council Member Ashlee Bradshaw
Council Member Daniela Parsley
Council Member Michael Tobias
Scott Sellers, City Manager
James Earp, Assistant City Manager
Jerry Hendrix, Assistant City Manager
Amber Lewis, Assistant City Manager
Paige Saenz, City Attorney
Samantha Armbruster, Communications Dir.
Grant Bowling, Video Production Specialist
Jennifer Holm, City Secretary
Diana Torres, Economic Dev Director
Perwez Moheet, Finance Director
William Atkinson, Senior Planner
Jeff Barnett, Chief of Police
Humberto Vega, Code Enforcement Officer
Duarte Pamplona, Code Enforcement Officer

I. Call Meeting to Order

Mayor Mitchell called the meeting to order at 5:25 p.m. Mayor Mitchell asked the city secretary to call roll. In the absence of the City Secretary, Mayor Mitchell called the roll.

Present were: Mayor Mitchell, Mayor Pro Tem Rizo, Council Member Ellison, Council Member Parsley, and Council Member Tobias. A quorum was present. Council Members Flores-Cale and Bradshaw were absent for roll call, but attended executive session at 5:28 p.m.

II. Citizen Comment Period with City Council

Mayor Mitchell opened citizen comments at 5:25 p.m. With no one wishing to speak, Mayor Mitchell closed citizen comments at 5:25 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.
 - New Haven Assisted Living Facility

- Municipal Boundary Agreement
 - 1119 N. Old Hwy 81
 - Kyle Uber \$3.14 Update
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 Front Runner

Mayor Mitchell 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 - New Haven Assisted Living Facility; Municipal Boundary Agreement; 1119 N. Old Hwy 81; Kyle Uber \$3.14 Update; Possible purchase, exchange, lease, or value of real estate pursuant to Section 551.072; 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 Front Runner."

The City Council convened into executive session at 5:26 p.m.

2. Take action on items discussed in Executive Session.

Mayor Mitchell called the meeting back to order at 7:08 p.m. Mayor Mitchell announced that no action took place in Executive Session and no action would be taken now.

IV. Adjourn

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

With no further business to discuss, the City Council adjourned at 7:09 p.m.

Attest:

Travis Mitchell, Mayor

Jennifer Holm, City Secretary



CITY OF KYLE, TEXAS

2022 0215 Regular Minutes

Meeting Date: 3/1/2022
Date time: 7:00 PM

Subject/Recommendation: City Council Regular Meeting Video Minutes - February 15, 2022. ~ *Jennifer Holm, City Secretary*

Other Information: Meeting Video is accessible at <http://kyletx.new.swagit.com/videos/154620>.

Sound Search is available at: <https://kyletx.new.swagit.com/videos/search?utf8=%E2%9C%93&q=>

Talk to Text Transcription is attached.

Legal Notes:

Budget Information:

ATTACHMENTS:

Description

📎 2022 0215 Draft Action Only Minutes

REGULAR CITY COUNCIL MEETING MINUTES

The City Council of the City of Kyle, Texas met in Regular Session on February 15, 2022 at Kyle City Hall with the following persons present:

Mayor Travis Mitchell	Daphne Tenorio
Mayor Pro Tem Robert Rizo	Stella Duran
Council Member Dex Ellison	Evangelina Chapa
Council Member Yvonne Flores-Cale	Shari Bigelow Bauer
Council Member Ashlee Bradshaw	Stu Hoyt
Council Member Daniela Parsley	Sharri Boyett
Council Member Michael Tobias	Parth Parikh
Scott Sellers, City Manager	Jonathan Sosebee
James Earp, Assistant City Manager	David Harding
Jerry Hendrix, Assistant City Manager	Gabriel Rodriguez
Amber Lewis, Assistant City Manager	Allen Ross
Paige Saenz, City Attorney	Jimmy Miller
Samantha Armbruster, Communications Dir.	Kellen Hurst
Grant Bowling, Video Production Specialist	Ash Crane
Jennifer Holm, City Secretary	
Leon Barba, City Engineer	
Diana Torres, Economic Dev Director	
Perwez Moheet, Finance Director	
Sandra Duran, HR Director	
Paul Phelan, Library Director	
Mariana Espinoza, Parks & Recreation Director	
William Atkinson, Senior Planner	
Pedro Hernandez, Police Captain	
Daniel Gooding, Police Sergeant	
Joseph Swonke, Police Detective	
Briana Brecher, Animal Control Officer	
Harper Wilder, Director of Public Works	

I. Call Meeting to Order

Mayor Mitchell called the meeting to order at 7:09 p.m. The Pledge of Allegiance was recited. Mayor Mitchell asked the city secretary to call roll.

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

II. Approval of Minutes

1. City Council Special Meeting Minutes - February 1, 2022. ~ *Jennifer Holm, City Secretary*
2. City Council Regular Meeting Minutes - February 1, 2022. ~ *Jennifer Holm, City Secretary*

*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.

3. City Council Special Meeting Minutes - February 2, 2022. ~ *Jennifer Holm, City Secretary*
4. City Council Special Meeting Minutes - February 6, 2022. ~ *Jennifer Holm, City Secretary*

Mayor Mitchell moved to approve the minutes of the February 1, 2022 Special Council Meeting, minutes of the February 1, 2022 Council Meeting, minutes of the February 2, 2022 Special Council Meeting, and the February 6, 2022 Workshop Meeting Minutes. Mayor Pro Tem Rizo seconded the motion. All votes aye; motion carried 7-0.

III. Citizen Comment Period with City Council

Mayor Mitchell opened citizen comments at 7:10 p.m. Mayor Mitchell closed citizen comments at 7:16 p.m.

IV. Appointments

5. Appoint nominee for position on City of Kyle Ethics Commission. ~ *Daniela Parsley, Council Member*
 - Shari Bigelow Bauer

Council Member Tobias moved to approve the appointment of Shari Bigelow Bauer to the City of Kyle Ethics Commission. Council Member Ellison seconded the motion. All votes aye; motion carried 7-0.

V. Presentation

6. President George Washington Day Proclamation. ~ *Travis Mitchell, Mayor*

No action was taken.

7. Spay Neuter Awareness Month Council Proclamation. ~ *Dex Ellison, Council Member*

No action was taken.

8. 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*
 - Dialogue for Peace and Progress
 - 2022 Community Survey
 - Smart City Public Input Meeting
 - Great Texas River Cleanup
 - Upcoming Parks and Recreation events

No action was taken.

9. Presentation regarding additional services for WAV riders using the Kyle Uber \$3.14 program. ~ *Jerry Hendrix, Assistant City Manager*

No action was taken.

10. Presentation of the Kyle Police Department's 2021 Annual Racial Profiling Report. ~ Jeff Barnett, Chief of Police

This will come back at the March 1, 2022 Council meeting.

11. CIP/Road Projects and Consent Agenda Presentation. ~ *Travis Mitchell, Mayor*

No action was taken.

VI. Consent Agenda

12. Approval of a Longitudinal Pipeline Agreement with UNION PACIFIC RAILROAD COMPANY, Omaha, Nebraska, in an amount not to exceed \$31,690.00 for the encroachment of a portion of the Schlemmer and Porter Wastewater Phase 1 Improvements in the railroad right-of-way. ~ Leon Barba, P.E., City Engineer
13. Approve a resolution by the City Council of Kyle, Texas to Support Pursuit of Recognition in Accordance with the Texas Scenic Certification Program. ~ Mariana Espinoza, Director of Parks & Recreation
14. Approve agreement with UNION PACIFIC RAILROAD COMPANY, Omaha, Nebraska, in an amount not to exceed \$17,000 for gate signal adjustments at the Opal Lane and Roland Lane railroad crossings. ~ Leon Barba, P.E., City Engineer
15. Approve conveyance of a wastewater line easement from Van's Real Estate Partnership, a/k/a Van's Real Estate Partnership, Ltd., n/k/a Van Family Management, L.C., a Texas limited liability company, Beth Hodson, f/k/a Elizabeth Louise Muralt Woods, as Successor Trustee of the David C. Muralt Revocable Trust, Haltermann Real Estate, L.L.P, a Texas limited liability partnership, Robert Lathrop Case, and Edwards I, LLC, a Texas limited liability company to the City of Kyle, Hays County, Texas being more particularly described as 0.013 of an acre, or a 553 square foot tract, being out of a called 0.285 acre tract of land described as a Common Area in the Edwards Business Park Subdivision, recorded in Volume 9, Page 197 of the Plat Records of Hays County, Texas, out of the James W. Williamson Survey Number 11, Abstract 473, Hays County, Texas. ~ Leon Barba, P.E., City Engineer
16. Approve conveyance of a utility easement from Edward R. Coleman to the City of Kyle, Hays County, Texas being more particularly described as 0.8139 of one acre or 35,453 square foot easement, out of the James W. Williams Survey, abstract No. 473, Hays County, Texas, and being a portion of that tract described as 46.07 Acres (PARCEL 2, EXHIBIT "I") conveyed to F.M. 158 LAND, LTD, by special warranty deed dated June 9, 2005, as recorded in Volume 2702, Page 613, Official Public Records, Hays County, Texas. ~ Leon Barba, P.E., City Engineer

Mayor Pro Tem Rizo moved to approve Consent Agenda Item Nos. 12, 13, 14, 15, and 16. Council Member Flores-Cale seconded the motion. All votes aye; motion carried 7-0.

VII. Public Hearings

17. Public hearing on an ordinance designating a contiguous geographic area within the City of Kyle, Texas as Reinvestment Zone Number Three, for the purposes of Tax Increment Financing and creating a Board of Directors ~ *J. Scott Sellers, City Manager*

Mayor Mitchell opened the public hearing at 8:16 p.m. With no one wishing to speak, Mayor Mitchell closed the public hearing at 8:16 p.m.

VIII. Public Hearing Action Items

18. *(First Reading)* An ordinance amending Chapter 53 (Zoning) of the City of Kyle, Texas for the purpose of rezoning approximately 8.32 acres of land from Retail Service District 'RS' to Mixed-Use Development 'MXD' for property located at Kyle Marketplace Sec. 2 Lot A & 19.48 acres of land from Retail Service District 'RS' to Mixed-Use District 'MXD' for property located at Kyle Marketplace Sec. 2 Block F, in Hays County, Texas. (CSW KC II, LLC. - Z-21-0089) ~ *Will Atkinson, Senior Planner*

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

- Public Hearing

Mayor Mitchell opened the public hearing at 8:17 p.m. With no one wishing to speak, Mayor Mitchell closed the public hearing at 8:18 p.m.

Mayor Pro Tem Rizo moved to approve an Ordinance amending Chapter 53 (Zoning) of the City of Kyle, Texas for the purpose of rezoning approximately 8.32 acres of land from Retail Service District 'RS' to Mixed-Use Development 'MXD' for property located at Kyle Marketplace Sec. 2 Lot A & 19.48 acres of land from Retail Service District 'RS' to Mixed-Use District 'MXD' for property located at Kyle Marketplace Sec. 2 Block F, in Hays County, Texas. Council Member Parsley seconded the motion. Motion carried 5-2 with Council Members Flores-Cale and Tobias dissenting.

19. [Postponed 1/18/2022] *(First Reading)* An ordinance of the City of Kyle, Texas, annexing 201.377 acres of land, more or less located at 1899 Six Creeks Blvd., Hays County, including the abutting streets, roadways, and rights-of-way into the corporate limits of the City of Kyle. (Blanco River Ranch Properties, LP - ANNX-21-0014) ~ *Will Atkinson, Senior Planner*

- Public Hearing (left open on 1/18/2022)

Mayor Mitchell opened the public hearing at 8:28 p.m. With no one wishing to speak, Mayor Mitchell closed the public hearing at 8:28 p.m.

Mayor Pro Tem Rizo moved to approve an Ordinance of the City of Kyle, Texas, annexing 201.377 acres of land, more or less located at 1899 Six Creeks Blvd., Hays County, including the abutting streets, roadways, and rights-of-way into the corporate limits of the City of Kyle. Council Member Ellison seconded the motion. Motion carried 6-1 with Council Member Flores-Cale dissenting.

20. *(First Reading)* An ordinance amending Chapter 53 (Zoning) of the City of Kyle, Texas for the purpose of assigning original zoning to approximately 5.13 acres of land from 'A' Agriculture to 'W' Warehouse District for property located at 1351 Bunton Creek Rd, in Hays County, Texas. (Abel and Linda Tenorio - Z-21-0093) ~ *Will Atkinson, Senior Planner*

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

- Public Hearing

Mayor Mitchell opened the public hearing at 8:30 p.m.

Jonathan Sosebee with Kimley-Horn spoke on behalf of the developer. He stated they would like to request a postponement to the next Council meeting.

With no one else wishing to speak, Mayor Mitchell left the public hearing open at 8:30 p.m.

Mayor Mitchell moved to postpone an Ordinance amending Chapter 53 (Zoning) of the City of Kyle, Texas for the purpose of assigning original zoning to approximately 5.13 acres of land from 'A' Agriculture to 'W' Warehouse District for property located at 1351 Bunton Creek Rd, in Hays County, Texas until the next regular scheduled Council meeting. Council Member Ellison seconded the motion. All votes aye; motion carried 7-0.

21. Consider a request for a Conditional Use Permit for the purposes of allowing a height increase for future buildings located at 24801 IH-35 (Ord. No. 1161, Sec. 53-1047(12)). (Alliance Industrial Company - CUP-22-0046) ~ *Will Atkinson, Senior Planner*

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

- Public Hearing

Mayor Mitchell opened the public hearing at 8:32 p.m. With no one wishing to speak, Mayor Mitchell closed the public hearing at 8:32 p.m.

Council Member Flores-Cale moved to approve the request for a Conditional Use Permit for the purposes of allowing a height increase for future buildings located at 24801 IH-35 (Ord. No. 1161, Sec. 53-1047(12)). Mayor Pro Tem Rizo seconded the motion. All votes aye; motion carried 7-0.

22. *(First Reading)* An ordinance amending Chapter 53 (Zoning) of the City of Kyle, Texas, for the purpose of modifying Section 53-1230 to restrict certain uses, and amend the zoning use chart. ~ *Will Atkinson, Senior Planner*

Planning and Zoning Commission voted 5-0 to restrict Self-storage. Planning and Zoning Commission voted 5-0 to allow Brew pub in CBD-2. Planning and Zoning Commission voted 4-1 to deny the restriction of Gas stations.

Planning and Zoning Commission voted 4-1 to deny the restrictions for Car Washes and Bars without Restaurants.

- Public Hearing

Mayor Mitchell opened the public hearing at 8:41 p.m. With no one wishing to speak, Mayor Mitchell closed the public hearing at 8:41 p.m.

The Council convened into executive session to seek the advice of the City Attorney pursuant to 551.071 regarding Item No. 22 at 9:04 p.m.

Mayor Mitchell called the meeting back to order at 9:20 p.m. He stated that no action was taken in executive session and no action would be taken now. He stated that Council would hold off on gas stations and car wash items. He stated that Council would take up the CBD-2 item.

Council Member Tobias moved to deny an Ordinance amending Chapter 53 (Zoning) of the City of Kyle, Texas, for the purpose of modifying Section 53-1230 to restrict certain uses, and amend the zoning use chart. Council Member Ellison seconded the motion. Motion carried 6-1 with Mayor Mitchell dissenting.

Mayor Mitchell moved to approve the recommended amendments and P&Z recommendation for self-storage. Council Member Ellison seconded the motion. Motion carried 5-2 with Mayor Pro Tem Rizo and Council Member Tobias dissenting.

IX. Items Pulled from Consent Agenda

X. Consider and Possible Action

23. Consider and possible action on four Change Orders totaling \$57,456.00 for the City's Public Safety Center project to be funded from the owner's project contingency balance and to authorize the City Manager to act on all future change orders for this project not to exceed the guaranteed maximum price agreed upon with the construction contractor, Bartlette Cocke General Contractors. ~ *David Harding, AG/CM, Inc., City of Kyle Owner's Representative*

Mayor Pro Tem Rizo moved to approve two Change Orders (Nos. 1 and 4) totaling \$27,690.00 for the City's Public Safety Center project to be funded from the owner's project contingency balance and to authorize the City Manager to act on all future change orders for this project not to exceed the guaranteed maximum price agreed upon with the construction contractor, Bartlette Cocke General Contractors. Council Member Flores-Cale seconded the motion. All votes aye; motion carried 7-0.

24. Consider and possible action on an agreement by and between the City of Kyle, Texas and Schaumburg & Polk, Inc. for preliminary engineering services for The Vybe trail network in the amount of \$257,000. ~ *J. Scott Sellers, City Manager*

Mayor Mitchell moved to approve an agreement by and between the City of Kyle, Texas and Schaumburg & Polk, Inc. for preliminary engineering services for The Vybe trail network with the increased scope of services to equal 276,000 and incorporate the scope as presented. Council Member Ellison seconded the motion.

All votes aye; motion carried 7-0.

25. Consider and possible action on an agreement by and between the City of Kyle, Texas and Burgess & Niple, Inc., for the completion and submission of the Project Information Form (PIF) to the Texas Water Development Board Clean Water – SRF Financial Assistance for the Wastewater Treatment Plant Improvements project. ~ *Leon Barba, P.E., City Engineer*

Mayor Pro Tem Rizo moved to approve an agreement by and between the City of Kyle, Texas and Burgess & Niple, Inc., for the completion and submission of the Project Information Form (PIF) to the Texas Water Development Board Clean Water – SRF Financial Assistance for the Wastewater Treatment Plant Improvements project. Council Member Flores-Cale seconded the motion. All votes aye; motion carried 7-0.

26. Consider and possible action to approve an agreement between KYLE HOCKEY and the City of Kyle for usage of the Ash Pavilion for youth and adult hockey programs. ~ *Mariana Espinoza, Director of Parks & Recreation*

The Park and Recreation Board voted 7-0 to recommend approval of the agreement between KYLE HOCKEY and the City of Kyle for usage of the Ash Pavilion for youth and adult hockey programs.

Council Member Ellison moved to approve an agreement between KYLE HOCKEY and the City of Kyle for usage of the Ash Pavilion for youth and adult hockey programs. Council Member Flores-Cale seconded the motion. All votes aye; motion carried 7-0.

27. Consider and possible action on an interlocal agreement by and between the City of Kyle, Texas, and Hays County regarding participation in in Tax Increment Reinvestment Zone Number Three. ~ *J. Scott Sellers, City Manager*

No action was taken.

28. Consider and possible action to adopt a Boards and Commissions Policies and Procedures. ~ *James R. Earp, Assistant City Manager*

Mayor Mitchell moved to amend Item No. 1 of the Boards and Commissions Policies and Procedures to extend to the end of August. Council Member Flores-Cale seconded the motion. Motion carried 6-1 with Mayor Pro Tem Rizo dissenting.

Mayor Mitchell moved to change the last word in No. 3 of the Boards and Commissions Policies and Procedures to August 31st. Council Member Ellison seconded the motion.

Mayor Mitchell amended his motion to say prior to September 1st. Council Member Flores-Cale was amenable to the amendment.

Mayor Mitchell called for the original vote on the floor. Motion carried 6-1 with Mayor Pro Tem Rizo dissenting.

Council Member Flores-Cale moved to amend No. 3 of the Boards and Commissions Policies and Procedures to add local newspaper and all social media in the outreach. Mayor Pro Tem Rizo seconded the motion. All votes aye; motion carried 7-0.

Mayor Mitchell moved to strike the last sentence of Item No. 4 of the Boards and Commissions Policies and Procedures which reads, unless excused, applicants are required to attend Special Meetings. Council Member Ellison seconded the motion.

Mayor Mitchell amended his motion to read “Applicants are encouraged but are not required to attend the special meeting.” Council Member Ellison was agreeable to the amendment.

All votes aye; motion carried 7-0.

After the amendment was voted on adding the language, Mayor Mitchell brought back the original motion for a vote.

All votes aye; motion carried 7-0.

Mayor Mitchell moved to add language to number 5 to read, "Applicants are encouraged to apply for all Boards, Commission's or Committee's that they are willing to serve." The motion including leaving the last sentence that remained. Council Member Flores-Cale seconded the motion. All votes aye; motion carried 7-0.

Mayor Mitchell moved to amend mid-term vacancies .1 the last sentence, to add with or before without. "Council may elect to fill from that pool with or without posting a new call." Council Member Ellison seconded the motion. All votes aye; motion carried 7-0.

Council Member Flores-Cale moved to add a line to the policy, that reads, “immediately after the adoption of the policy, the call is open immediately.” Mayor Mitchell seconded the motion. All votes aye; motion carried 7-0.

Mayor Mitchell moved to adopt boards and commissions policy as amended. Council Member Flores-Cale seconded the motion. All votes aye; motion carried 7-0.

XI. General Discussion and Possible Direction

29. Discussion of qualifications and procedures for room dedications in the new Public Safety Center. ~ *Yvonne Flores-Cale, Council Member*

This will come back at the March 1, 2022 Council meeting.

30. Discussion regarding Chapter 53 - Zoning Article VII.- Nonconforming Uses and Structures. ~ *Yvonne Flores-Cale, Council Member*

Mayor Mitchell moved to direct staff to work with Council Members Flores-Cale and Tobias to bring back recommendations for amendments to Chapter 53 - Zoning Article VII.- Nonconforming Uses and Structures in the form of an Ordinance. Council Member Ellison seconded the motion. All votes aye; motion carried 7-0.

31. Discussion and possible direction to establish a date for a special meeting of the City Council to make appointments to the Boards and Commissions. ~ *James Earp, Assistant City Manager*

No action was taken.

32. Discussion and possible direction regarding Minutes Policy for all City of Kyle Boards, Commissions, and City Council. ~ *Jennifer Holm, City Secretary*

No action was taken.

33. Discussion and possible direction regarding establishing a Keep Kyle Beautiful Committee. ~ *Mariana Espinoza, Director of Parks & Recreation*

No action was taken.

34. Discussion and possible direction regarding the Rules of Council including, but not limited to, meeting lengths and end times. ~ *Ashlee Bradshaw, Council Member*

No action was taken.

XII. Executive Session

35. 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.
 - New Haven Assisted Living Facility
 - Municipal Boundary Agreement
 - 1119 N. Old Hwy 81
 - Kyle Uber \$3.14 Update
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 Front Runner

There was no executive session.

36. Take action on items discussed in Executive Session.

XIII. Adjourn

Mayor Mitchell moved to adjourn. Mayor Pro Tem Rizo seconded the motion. No vote was held.

With no further business to discuss, the City Council adjourned at 12:17 a.m.

Attest:

Travis Mitchell, Mayor

Jennifer Holm, City Secretary

DRAFT



CITY OF KYLE, TEXAS

2022 0222 Special Minutes

Meeting Date: 3/1/2022

Date time: 7:00 PM

Subject/Recommendation: City Council Special Meeting Minutes - February 22, 2022. ~ *Jennifer Holm, City Secretary*

Other Information:

Legal Notes:

Budget Information:

ATTACHMENTS:

Description

- ❑ 2022 0222 DRAFT Joint Meeting with Planning and Zoning Minutes

SPECIAL CITY COUNCIL MEETING MINUTES

The City Council of the City of Kyle, Texas met in a Special Joint Session with Planning and Zoning on February 22, 2022 at Kyle City Hall with the following persons present:

Mayor Travis Mitchell
Mayor Pro Tem Robert Rizo
Council Member Dex Ellison
Council Member Yvonne Flores-Cale
Council Member Daniela Parsley
Council Member Michael Tobias
Scott Sellers, City Manager
Amber Lewis, Assistant City Manager
Grant Bowling, Video Production Specialist
Jennifer Holm, City Secretary
William Atkinson, Senior Planner
Debbie Guerra, Planning Technician
Planning & Zoning Chair, Alex Guerra
Planning & Zoning Vice Chair, Megan McCall
Planning & Zoning Commissioner, Matthew Chase
Planning & Zoning Commissioner, Patricia Snidow
Planning & Zoning Commissioner, Brandon James*

I. Call Meeting to Order

Mayor Mitchell called the meeting to order at 7:03 p.m. Mayor Mitchell asked the city secretary to call roll.

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

II. Citizen Comment Period with City Council

Mayor Mitchell opened citizen comments at 7:03 p.m. With no one wishing to speak, Mayor Mitchell closed citizen comments at 7:03 p.m.

III. Consider and Possible Action

1. Council and Planning & Zoning joint meeting item regarding roles, goals, and vision for 2022.

Mayor Mitchell brought forward Item No. 1 for discussion and gave the floor to Mr. Sellers.

Discussion ensued between the Council and Planning and Zoning Commission regarding the plans for a new Comprehensive Plan.

Mayor Pro Tem Rizo talked about the will to seek community input and the right company to create a comp plan. Mayor Mitchell asked what level of involvement Planning & Zoning wanted

*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.

to participate in the comp plan. Council Member Ellison stated the Council would not have a task force. Ms. Lewis mentioned that the RFQ is due March 10th.

Council Member Flores-Cale stated the Comp Plan will be the city for years to come.

Commissioner James asked how the council would like feedback presented. Mayor Pro Tem Rizo said he would like feedback in the form of an email. Council Member Ellison said he would like to see streamlines through Mr. Sellers and feels it would be more formal so they can all be on the same page. Council Member Flores-Cale is concerned that they may lose the personal communication. Mayor Mitchell said they could bring a recommendation to the city council. Mr. Sellers talked about Planning and Zoning being very instrumental in the comp plan and said staff would be with them every step of the way to help the Planning and Zoning Commission and Council to help.

Mayor stated he'd like to hear from city council on things to go into the comp plan. Mayor Mitchell said that city council will pick the vendor. Mayor Pro Tem Rizo would like feedback periodically. Council Member Tobias requested updates while Planning & Zoning Commission is going through the process.

Commissioner Chase would like the city council to be involved in process and receive feedback from the city council.

Commissioner James said all of us are citizens and would like to know what the city council views are. Mayor Mitchell talked about it working better to receive feedback from the Planning & Zoning Commission. Matt would like feedback, if no, then Commissioner James said he liked the idea of charettes. Council Member Ellison said he would like to have the chair give a brief update to the city council once a month and get feedback from the city council.

Discussion moved into the Downtown Master Plan. Mr. Sellers affirmed the Consultant BGK Architects had already been hired.

Mayor Mitchell clarified that the downtown masterplan is attached to the comp plan. Council Member Ellison said P&Z will be working with two firms and mentioned the comp plan and downtown masterplan. Mayor Pro Tem Rizo spoke of reenergizing this part of the City for families. Council Member Tobias talked about the square being a big success.

Mayor Mitchell talked about the downtown plan and the master transportation plan and said the comprehensive plan was the guiding document and it is also spelled out in the charter for P&Z to address. Mayor Mitchell said that the vendor should present to Planning & Zoning Commission first and then to the city council. Council Member Tobias left at 7:50 p.m. and returned 7:52 p.m.

Discussion moved on to Architectural Standards. Commissioner James talked about the Streetscape providing continuity. Matt ditto, interested in architectural standards... Mayor Mitchell talked about elevating standards by Special districts and overlays. Strengthen code. Mayor Pro Tem Rizo, said each Vybe district will be unique.

Discussion moved on to Minimum Number of Stories for Commercial Buildings. Mr. Sellers discussed coming up with a plan to see number of stories, and setbacks. And can be part of overlays.

Discussion moved on to Open Space Requirements for Commercial Projects Recent vision workshop in Frisco – mixed use development had open spaces or pocket parks. Rizo carbon footprint to keep people in areas. Pattie – create productive green spaces.

Discussion moved on to Remove Hardiplank from Masonry Standards. Mr. Sellers talked about elevation of quality and standards. Commissioner Chase talked about Hardiplank helping with cost and stucco not doing well in Texas. Mr. Sellers discussed various building material options and concerns. Mayor Mitchell said 90% developed residentially is Hardiplank low entry. The cost and quality of various material, price point, and affordability debated. Commissioner Snidow would like to see townhomes and condos. Council member Flores-Cale said she was concerned with putting limitations on opportunities. Mayor Mitchell said there needed to be some combination and consider other factors.

Discussion moved to Food Truck Ordinance. Mayor Pro Tem Rizo said he would like to incorporate food trucks through-out the City.

Discussion moved on to Downtown bathrooms in Mary Kyle Hartson Park. Will Atkinson asked if it would it be appropriate to open the Krug building for public bathrooms. Mayor Pro Tem Rizo said he is worried about opening the building. Commissioner Snidow talked about the business improvement district. Mr. Sellers said the business district could be taxed to provide services to downtown. Mr. Sellers spoke to the council and commissioners about the necessity to provide restrooms and handwashing stations and the various options of providing services.

Discussion moved on to the Rail District. Work with rail district.

Discussion moved on to Require types of restaurants/retail in PUD (and restrict uses). The importance of service nodes discussed.

Mayor Mitchell talked about two action items.

1. RFQ process - staff will bring recommendation to Council and P&Z will take the lead with public engagement (walking hand in hand with the consultant).
2. Downtown master plan – Consultant will provide an update to P&Z mid-term and P&Z will give update to Council.

Mayor Mitchell mentioned that an action item, P&Z will be the meeting type for all charrettes and public outreach events. Mayor Mitchell said Council would be involved but what meeting would be called would be P&Z. He also spoke of the Downtown Master Plan and zoning.

The Council and Commissioners collectively discussed recommendations and how those would be presented moving forward. Planning and Zoning are to meet and possibly schedule a workshop between Council and P&Z if needed. It was recommended that the Chair provide updates to Council for feedback. The general consensus was the council and P&Z Commission collectively agreed with the processes to follow and with clear direction.

Council Member Ellison mentioned the Duties and Powers of Planning and Zoning outlined in Section 2.73 of the City Charter.

Mayor Mitchell mentioned the American Planning Association Conference and talked about the desire to see involvement with professional development and the benefits thereof.

IV. Adjourn

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

With no further business to discuss, the City Council adjourned at 9:22 p.m.

Attest:

Travis Mitchell, Mayor

Jennifer Holm, City Secretary



CITY OF KYLE, TEXAS

Executive Session - Convene

Meeting Date: 3/1/2022

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.
2. Possible purchase, exchange, lease, or value of real estate pursuant to Section 551.072.
3. Personnel matters pursuant to Section 551.074.
 - City Manager Contract
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.

Other Information:

Legal Notes:

Budget Information:

ATTACHMENTS:

Description

No Attachments Available



CITY OF KYLE, TEXAS

Reconvene

Meeting Date: 3/1/2022
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