Commissioners Court -- AUGUST 30, 2022
NOTICE OF A MEETING OF THE
COMMISSIONERS COURT OF HAYS COUNTY, TEXAS

This Notice is posted pursuant to the Texas Open Meetings Act. (VERNONS TEXAS CODES ANN. GOV. CODE CH.551). The Hays County Commissioners Court will hold a meeting at **9:00 A.M.** on AUGUST 30, 2022, in the Hays County Courthouse, Room 301, San Marcos, Texas. An Open Meeting will be held concerning the following subjects:

A. **CALL TO ORDER**

B. **INVOCATION**

C. **PLEDGE OF ALLEGIANCE - Pledge of Allegiance to the American Flag & Pledge of Allegiance to the Texas Flag**

D. **ROLL CALL**

E. **PUBLIC COMMENTS**

At this time 3-MINUTE comments will be taken from the audience on Non-Agenda related topics. To address the Court, please submit a Public Participation/ Witness Form to the County Clerk. Please Complete the Public Participation/ Witness Form in its Entirety.
NO ACTION MAY BE TAKEN BY THE COURT DURING PUBLIC COMMENTS .

F. **PRESENTATIONS & PROCLAMATIONS**

1. Adopt a proclamation declaring September 2022 as Emergency Preparedness Month in Hays County. **BECERRA/MIKE JONES**

G. **CONSENT ITEMS**

The following may be acted upon in one motion.
A Commissioner, the County Judge, or a Citizen may request items be pulled for separate discussion and/or action.

1. Approve payments of County invoices. **VILLARREAL-ALONZO**

2. Approve the payment of Juror checks. **VILLARREAL-ALONZO**

3. Approve the payment of the August 31, 2022 payroll disbursements in an amount not to exceed $4,185,000.00 effective August 31, 2022 and post totals for wages, withholdings, deductions and benefits on the Hays County website once finalized. **BECERRA/RICHEY**

4. Approve the reappointment of Clint Garza to the Board of Directors of the West Travis County Public Utility Agency (the "WTCPUA"), term ending September 2026. **SMITH**

5. Approve out-of-state travel for Records Program Administrator Stephanie Robinson to attend the Tyler New World Advisory Board Meeting on September 20-21, 2022 in Troy, Michigan. **SHELL/CUTLER**

6. Authorize payment to Advance Auto Parts in the amount of $625.55 for the Sheriff's Office related to the purchase of motor oil where no purchase order was in issued as required per the Hays County purchasing policy. **INGALSBE/CUTLER**

7. Authorize the County Judge to execute an annual Remote Monitoring Services Agreement for an in-building cell signal booster with HCI for the Sheriff's Office Training Academy building. **INGALSBE/CUTLER**

8. Authorize the County Judge to execute a first amendment to the Professional Services Agreement (PSA) between Hays County and Blair Wildlife Consulting, LLC for Environmental Support Services for the Hays County Regional Habitat Conservation Plan (RHCP) and other Hays County Projects and authorize a discretionary exemption pursuant to Texas Local Government Code Ch. 262.024(A)(4). **SHELL/T.CRUMLEY**

9. Amend the Veteran's Administration operating budget for additional continuing education funds related to the National Association of County Veterans Services Officers (NACVSO) 2022 annual conference. **INGALSBE/PRATHER**

10. Authorize General Counsel to execute an Engagement Letter with the Law Office of Stephen C. Dickman for legal services associated with revisions to development regulations, Takings Impact Assessments, and related work; authorizing a discretionary exemption pursuant to Texas Local Government Code Chapter. 262.024 (a) (4). **SHELL**

11. Amend the Constable Precinct 5 operating budget for additional ammunition for law enforcement firearm qualifications and officer safety. **SMITH/ELLEN**

12. Amend the Extension Office operating budget for additional continuing education funds needed related to the Agrilife Extension State Conference. **JONES/BLANKENSHIP**

H. **ACTION ITEMS**

I. **ROADS**

1. Discussion and possible action to call for a public hearing on September 13, 2022 to establish a 4-way stop location on Windy Hill Road at the intersection with Shadow Creek Blvd and Crosswinds Parkway. **JONES/INGALSBE/BORCHERDING**

2. Discussion and possible action to call for a public hearing on September 13, 2022 to establish a 3-way stop location on Mathias Lane at the intersection with Foster Place. **INGALSBE/BORCHERDING**

3. Discussion and possible action to authorize the County Judge to execute a Contract for Engineering Services between Hays County and CP&Y, Inc. for $2,500,000 related to a corridor study of the SH 45 Gap Project. **SMITH/JONES/BORCHERDING**

4. Discussion and possible action to call for a public hearing on September 13, 2022 to reduce the current speed limit of 35 MPH to 25 MPH on Nature View Loop in Rutherford West subdivision. **SMITH/JONES/BORCHERDING**

J. **SUBDIVISIONS**

1. PLN-1941-PC; Call for a Public Hearing on September 13th, 2022, followed by discussion and possible action regarding the Rainbow Ranch, Lot 18, Replat. **SHELL/MACHACEK**

K. **MISCELLANEOUS**

1. 10:00am - Conduct a public hearing on the creation of the La Cima North Public Improvement District. **SHELL**

2. Discussion and possible action to adopt a Resolution of Hays County, Texas authorizing and creating the La Cima North Public Improvement District in accordance with Chapter 372 of the Texas Local Government Code; providing for related matters; and providing an effective date. **SHELL**

3. 10:00am - Conduct a public hearing on the creation of the La Cima South Public Improvement District. **SHELL**

4. Discussion and possible action to adopt a Resolution of Hays County, Texas authorizing and creating the La Cima South Public Improvement District in accordance with Chapter 372 of the Texas Local Government Code; providing for related matters; and providing an effective date. **SHELL**

5. Discussion and possible action to adopt a Resolution approving a second amendment to La Cima Public Improvement District financing agreement; authorizing the execution and delivery of such amendment; and approving any additional actions necessary in connection therewith. **SHELL**

6. Discussion and possible action to adopt a Resolution determining the costs of certain public improvements to be financed by the La Cima Public Improvement District; approving a preliminary 2022 Amended and Restated Service and Assessment Plan for the district, including a proposed updated major improvement area assessment roll, neighborhood improvement area #1 assessment roll and neighborhood improvement area #2 assessment roll and a proposed neighborhood improvement area #3 assessment roll; directing the filing of the proposed assessment rolls with the County Clerk to make available for public inspection; noticing a public hearing for September 13, 2022 to consider an order levying assessments on property located with neighborhood improvement area #3 of the La Cima Public Improvement District; directing county staff to publish and mail notice of said public hearing; and resolving other matters incident and related thereto; and providing an effective date. **SHELL**

7. Discussion and possible action to approve the Assessment and Collection Agreements with La Salle Municipal Utility Districts 1 and 2. **INGALSBE/O'KANE**

8. Discussion and possible action to authorize the Sheriff's Office to submit orders for one (1) new and two (2) replacement Harley-Davidson Motorcycles that are approved in the FY 2023 budget. **INGALSBE/CUTLER**

9. Discussion and possible action to authorize modification of Exhibit A to the Collective Bargaining Agreement between Hays County and the Hays County Law Enforcement Association (HCLEA) approved on or about October 1, 2020. **INGALSBE/SHELL**

10. Discussion and possible action to appoint Wayne Thompson as the Hays County representative on the Board of Community Action Inc. of Central Texas. **BECERRA**

11. Discussion and possible action to authorize the execution of a Government Agency Agreement, Services Agreement Order Form, and associated License Agreements with Flock Group, Inc. for traffic monitoring cameras and associated hardware and software and authorize a waiver to the purchasing policy. **INGALSBE/JONES/CUTLER**

12. Discussion and possible action to award a contract for RFP 2022-P07 Electronic Security Upgrades to CML Security, LLC., and authorize staff and General Counsel to negotiate a contract. **BECERRA/T.CRUMLEY**

13. Discussion and possible action to authorize various departments to submit vehicle orders to Enterprise Fleet Management for forty (40) new and replacement leased vehicles that are approved in the FY 2023 budget. **INGALSBE/DORSETT**

L.

EXECUTIVE SESSIONS

The Commissioners Court will announce that it will go into Executive Session, if necessary, pursuant to Chapter 551 of the Texas Government Code, to receive advice from Legal Counsel to discuss matters of land acquisition, litigation and personnel matters as specifically listed on this agenda. The Commissioners Court may also announce it will go into Executive Session, if necessary, to receive advice from Legal Counsel regarding any other item on this agenda.

1. Executive Session pursuant to Sections 551.071 and 551.072 of the Texas Government Code: consultation with counsel and deliberation regarding the purchase, exchange, lease and/or value of real property associated with Parks and Open Space Projects being considered by Hays County. Possible discussion and/or action may follow in open court. **BECERRA**

M.

STANDING AGENDA ITEMS

The Commissioners Court utilizes Standing Agenda Items to address issues that are frequently or periodically discussed in court. This section allows the Court to open the item when a need for discussion arises.

1. Discussion and possible action related to the burn ban. **BECERRA**

2. Discussion related to the Hays County inmate population, to include current population counts and costs. **BECERRA**

3. Discussion of issues related to the Hays County Jail, and the planning of projects pertaining to the public safety facilities needs within the County. Possible action may follow. **INGALSBE/CUTLER**

4. Discussion and possible action regarding Hays County's use of federal or other grant funding related to COVID-19 response including but not limited to the American Rescue Plan Act (ARPA) and the Emergency Rental Assistance Program (ERAP). **BECERRA**

N. **ADJOURNMENT**

Posted by 5:00 o'clock P.M. on the 26th day of August, 2022
COMMISSIONERS COURT, HAYS COUNTY, TEXAS

_____
CLERK OF THE COURT

Hays County encourages compliance with the Americans with Disabilities Act (ADA) in the conduct of all public meetings. To that end, persons with disabilities who plan to attend this meeting and who may need auxiliary aids such as an interpreter for a person who is hearing impaired are requested to contact the Hays County Judge's Office at (512) 393-2205 as soon as the meeting is posted (72 hours before the meeting) or as soon as practical so that appropriate arrangements can be made. While it would be helpful to receive as much advance notice as possible, Hays County will make every reasonable effort to accommodate any valid request regardless of when it is received. Braille is not available.

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Date: 08/30/2022

Requested By: Mike Jones

Sponsor: Judge Becerra

Agenda Item

Adopt a proclamation declaring September 2022 as Emergency Preparedness Month in Hays County. **BECERRA/MIKE JONES**

Summary

See attached proclamation.

Attachments

Emergency Preparedness Month September 2022

PROCLAMATION DECLARING SEPTEMBER 2022 AS

EMERGENCY PREPAREDNESS MONTH

WHEREAS, Hays County residents, businesses and organizations are, unfortunately, often called upon to endure the possibility and the reality of emergency situations such as wildfires, floods, freezes, droughts, tornados, pandemics, cyber-attacks, and hazardous materials accidents; and

WHEREAS, lives have been lost or immense property damage has been caused by flooding, freezing, tornados and even the recent wildland fires; and

WHEREAS, all residents should ensure that they are prepared to face those threats for the best possible outcome to reduce the loss of life and property; and

WHEREAS, residents are encouraged to develop and practice emergency/evacuation plan which include a communications strategy, emergency rendezvous locations, a preparedness kit for home, work, and travel taking into consideration the needs of the members of their household including their pets; and

WHEREAS, residents are encouraged to register for and attend the free Community Emergency Response Team (CERT) classes; and

WHEREAS, potential threats may change rapidly, and residents may stay informed on haysinformed.com, by registering their address at warncentraltexas.org and by following instructions from local officials and first responders.

NOW, THEREFORE, BE IT RESOLVED that the Hays County Commissioners Court does hereby proclaim September 2022, as:

EMERGENCY PREPAREDNESS MONTH

and calls upon the residents, businesses and organizations of Hays County to take advantage of preparedness planning information available through federal, state and local emergency management offices and to attend the Hays County Office of Emergency Services Preparedness Fair on September 10, 2022, at the Hays Consolidated Independent School District Performing Arts Center, located at 979 Kohler's Crossing, in Kyle, Texas, and register your address for emergency notifications at warncentraltexas.org.

ADOPTED THIS THE 30TH DAY OF AUGUST 2022

Ruben Becerra
Hays County Judge

Debbie Gonzales Ingalsbe
Commissioner, Pct. 1

Mark Jones
Commissioner, Pct. 2

Lon A. Shell
Commissioner, Pct. 3

Walt Smith
Commissioner, Pct. 4

ATTEST:

Elaine H. Cárdenas, MBA, PhD
Hays County Clerk

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Date: 08/30/2022

Requested By: Britney Richey, Hays County Treasurer

Sponsor: Judge Becerra

Agenda Item

Approve the payment of the August 31, 2022 payroll disbursements in an amount not to exceed $4,185,000.00 effective August 31, 2022 and post totals for wages, withholdings, deductions and benefits on the Hays County website once finalized. **BECERRA/RICHEY**

Summary

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Date: 08/30/2022
Requested By:
Sponsor: Commissioner Smith

Agenda Item

Approve the reappointment of Clint Garza to the Board of Directors of the West Travis County Public Utility Agency (the "WTCPUA"), term ending September 2026. **SMITH**

Summary

Pursuant to the Bylaws and Participant Agreement between Hays County, City of Bee Cave, and MUD No. 5, all parties must confirm the appointments of the board members.

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Date: 08/30/2022
Requested By: Sheriff Gary Cutler
Sponsor:

Agenda Item:
Approve out-of-state travel for Records Program Administrator Stephanie Robinson to attend the Tyler New World Advisory Board Meeting on September 20-21, 2022 in Troy, Michigan. **SHELL/CUTLER**

Summary:
Out-of-state travel is needed to send Records Program Administrator Stephanie Robinson to attend the Tyler New World Advisory Board Meeting on September 20-21, 2022, in Troy, Michigan. Mrs. Robinson is a member of the Tyler New World Advisory Board. As a board member, Mrs. Robinson is required to attend this meeting. Funding for travel expenses including hotel, airfare, and rental car fees will be paid for out of the Sheriff's Office Law Enforcement Officer Standards and Education (LEOSE) Funds. The only expense to the County is per diem and will be paid for out of the Sheriff's Office Continuing Education Funds.

Fiscal Impact:
Amount Requested: $200
Line Item Number: 001-618-00.5551

Budget Office:
Source of Funds: General Fund
Budget Amendment Required Y/N?: No
Comments: N/A

Auditor's Office:
Purchasing Guidelines Followed Y/N?:
G/L Account Validated Y/N?: Yes, Continuing Education
New Revenue Y/N?: N/A
Comments:

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Date: 08/30/2022
Requested By: Sheriff Gary Cutler
Sponsor:

Agenda Item:
Authorize payment to Advance Auto Parts in the amount of $625.55 for the Sheriff's Office related to the purchase of motor oil where no purchase order was in issued as required per the Hays County purchasing policy. **INGALSBE/CUTLER**

Summary:
The Sheriff's Office is requesting payment to Advance Auto Parts for the purchase of motor oil totaling $625.55. Each month, the S.O. has monthly purchase orders in place with Advance Auto Parts, and this transaction took place before the P.O. was requested. Funding is available in the S.O. Vehicle Maintenance Repair general ledger.

Fiscal Impact:
Amount Requested: $625.55
Line Item Number: 001-618-00.5413

Budget Office:
Source of Funds: General Fund
Budget Amendment Required Y/N?: No
Comments: N/A

Auditor's Office:
Purchasing Guidelines Followed Y/N?: No
G/L Account Validated Y/N?: Yes, Vehicle Maintenance and Repair
New Revenue Y/N?: N/A
Comments:

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Date: 08/30/2022
Requested By: Sheriff Gary Cutler
Sponsor:

Agenda Item:
Authorize the County Judge to execute an annual Remote Monitoring Services Agreement for an in-building cell signal booster with HCI for the Sheriff's Office Training Academy building. **INGALSBE/CUTLER**

Summary:
In the bond, an in-building cell signal booster was purchased for the Sheriff's Office Training Academy. The vendor provides annual remote monitoring services and is monitored daily. The FY 2022 fiscal impact is $750.00, and for FY 2023 $1,800.00.

Fiscal Impact:
Amount Requested: $750 (FY22)
$1,800 (FY23)
Line Item Number: 001-618-00.5429

Budget Office:
Source of Funds: General Fund
Budget Amendment Required Y/N?: No
Comments: Funds are available in FY22 and have been included in the FY23 budget for this service.

Auditor's Office:
Purchasing Guidelines Followed Y/N?: Yes, DIR-TSO-3917 Contract
G/L Account Validated Y/N?:Yes, Software Maintenance and Licensing
New Revenue Y/N?: N/A
Comments:

Attachments

HCI FY22 Quote
HCI FY23 Quote

Sales Order

Headquarters:
1105 Industrial Blvd.
Sugar Land, TX 77478
Phone: 281-491-1616
Fax: 281-491-1727

Dallas Branch:
11407 Goodnight Ln.
Dallas, TX 75229
Phone: 972-247-4901
Fax: 972-247-8389

www.hciconnects.com

Customer	Date	Order #
21679	4/27/2022	SO-634984

Customer Contact Name
STEPHANIE HUNT
Contact Phone
512-393-2259

Bill To	Ship To
ACCOUNTS PAYABLE COUNTY OF HAYS 712 SOUTH STAGECOACH TRAIL SUITE 1045 SAN MARCOS TX 78666 United States	ACCOUNTS PAYABLE COUNTY OF HAYS 712 SOUTH STAGECOACH TRAIL SUITE 1045 SAN MARCOS TX 78666 United States

Sales Rep	Sales Rep Email	PO #	Ship Date
Trevor Henson	trevorh@hciconnects.com	NEED PO#	4/27/2022

Project	Tracking #	Ship Via	Terms
		HCI Service Truck	COD

Order Notes

DIR-TSO-3917

Annual Remote Monitoring (April 2022 - Sept. 30th 2022)

Terry N. Whitman
Director of Operations – Central Texas
M: 214-693-3567
2211 S IH35, Suite 200, Austin, TX 78741

IN-BUILDING CELL SIGNAL BOOSTER FOR VERIZON, AT&T, T-MOBILE, & SPRINT
- Scalable All-Digital PoE Cat5e Active DAS Hybrid for Middleprise
- Up to 100 dB (1000x Stronger Signal)
- Single or Multi-Carrier Solution
- 3G / 4G / LTE for Voice and Data
- Carrier-Approved and Unconditionally Network Safe
- Up to 75,000 Open Square feet of coverage per NU Booster

Notes on Configuration:
- Each carrier is configured independently of the other carrier band configurations
- If a band falls under another band, like 2 falls under 25, that is supported
- Systems can be configured to relay single band, if desired
- The above is subject to change with FCC regulatory changes
- All Bands Supported: 2/4/5/12/13/25. (FCC Part 20)
- Bands not included: 71/41/30/26. (FCC Part 90)

Ln	Item	Description	Qty	Units	Sell Price	Ext. Price
1	HCI-MAINT-M	ANNUAL:	6	EA.	125.00	750.00

Need to Finance This Order:

Visit the following link for HCI's finance calculator and to submit a lease-credit application:
https://mylease.leasecorp.com/hci

Call your HCI Representative Today to Discuss your Finance Options!

HCI Is Your National Source For:

2-Way Radios - Security Cameras - Access Controls - Networks - Business VOIP Telephony

Signature: _____Date: _____

Printed Name: _____

Sales Order

Customer	Date	Order #
21679	4/27/2022	SO-634984

Ln	Item	Description	Qty	Units	Sell Price	Ext. Price
		- Remote Monitoring & Sim Card - Covers until End of September 2022. - $1,800.00< Annually afterwards (April 2022 - Sept. 30th 2022)				

Need to Finance This Order:

Visit the following link for HCI's finance calculator and to submit a lease-credit application:
https://mylease.leasecorp.com/hci

Call your HCI Representative Today to Discuss your Finance Options!

HCI Is Your National Source For:

2-Way Radios - Security Cameras - Access Controls - Networks - Business VOIP Teleph

Subtotal	750.00
Shipping Cost (HCI Service Truck)	0.00
Total	$750.00

Signature: _____Date: _____

Printed Name: _____

Thank you for your business!
All Cash Sales Final. 25% Restocking Charge on All Returns. No Returns on Special Orders.
A 1.5% per Month Late Fee Applies to Any Past Due Balance.

SO-634984

Sales Order

Headquarters:
1105 Industrial Blvd.
Sugar Land, TX 77478
Phone: 281-491-1616
Fax: 281-491-1727

Dallas Branch:
11407 Goodnight Ln.
Dallas, TX 75229
Phone: 972-247-4901
Fax: 972-247-8389

www.hciconnects.com

Customer	Date	Order #
21679	4/27/2022	SO-634986

Customer Contact Name
STEPHANIE HUNT
Contact Phone
512-393-2259

Bill To	Ship To
ACCOUNTS PAYABLE COUNTY OF HAYS 712 SOUTH STAGECOACH TRAIL SUITE 1045 SAN MARCOS TX 78666 United States	ACCOUNTS PAYABLE COUNTY OF HAYS 712 SOUTH STAGECOACH TRAIL SUITE 1045 SAN MARCOS TX 78666 United States

Sales Rep	Sales Rep Email	PO #	Ship Date
Trevor Henson	trevorh@hciconnects.com	NEED PO#	4/27/2022

Project	Tracking #	Ship Via	Terms
		HCI Service Truck	COD

Order Notes

DIR-TSO-3917

Annual Remote Monitoring (October 1st 2022 - September 30th 2023)

Ln	Item	Description	Qty	Units	Sell Price	Ext. Price
1	HCI-MAINT-M	ANNUAL: - Remote Monitoring & Sim Card - Covers until End of September 2023.	1	EA.	1,800.00	1,800.00

Need to Finance This Order:

Visit the following link for HCI's finance calculator and to submit a lease-credit application:
https://mylease.leasecorp.com/hci

Call your HCI Representative Today to Discuss your Finance Options!

HCI Is Your National Source For:

2-Way Radios - Security Cameras - Access Controls - Networks - Business VOIP Telep

Subtotal	1,800.00
Shipping Cost (HCI Service Truck)	0.00
Total	$1,800.00

Signature: _____Date: _____

Printed Name: _____

Thank you for your business!
All Cash Sales Final. 25% Restocking Charge on All Returns. No Returns on Special Orders.
A 1.5% per Month Late Fee Applies to Any Past Due Balance.

SO-634986

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Date: 08/30/2022
Requested By: TAMMY CRUMLEY
Sponsor: Commissioner Shell

Agenda Item:
Authorize the County Judge to execute a first amendment to the Professional Services Agreement (PSA) between Hays County and Blair Wildlife Consulting, LLC for Environmental Support Services for the Hays County Regional Habitat Conservation Plan (RHCP) and other Hays County Projects and authorize a discretionary exemption pursuant to Texas Local Government Code Ch. 262.024(A)(4). **SHELL/T.CRUMLEY**

Summary:
The continued support services included in the professional services agreement with Blair Wildlife Consulting, LLC include: general management, administration, research and support services, review and processing of the Regional Habitat Conservation Plan (RHCP) participation applications, preserve acquisition and evaluations, management and monitoring services, and other services as needed and requested by the County. This amendment will extend the duration of the Professional Services Agreement to September 30, 2022 with a not to exceed amount of $8,290.

Fiscal Impact:
Amount Requested: $8,290
Line Item Number: 151-756-00.5448

Budget Office:
Source of Funds: Habitat Conservation Plan Fund
Budget Amendment Required Y/N?: No
Comments: N/A

Auditor's Office:
Purchasing Guidelines Followed Y/N?: Requires a discretionary exemption pursuant to Texas Local Government Code 262.024 (a) (4) for professional services.
G/L Account Validated Y/N?: Yes, Contract Services
New Revenue Y/N?: N/A
Comments:

Attachments

Letter Amendment #1
Amended BWC, LLC Scope & Services

FIRST AMENDMENT TO
AGREEMENT FOR THE PROFESSIONAL SERVICES AGREEMENT
BETWEEN HAYS COUNTY AND BLAIR WILDLIFE CONSULTING, LLC.

This 1ST Amendment to the Professional Services Agreement executed on or about November 10, 2020 ("Amendment") is made this 30th day of August, 2022, by and between Hays County, a political subdivision of the State of Texas (hereinafter referred to as "County"), and Blair Wildlife Consulting, LLC. (hereinafter referred to as "Contractor"). The above-cited parties are collectively referred to as "the parties to this Agreement" or "the parties."

4. Duration shall be amended to extend the Agreement Three hundred and twenty-four (324) days with a new termination date of September 30, 2022.

5. Compensation Contractor will be compensated for the Work on an hourly-charge basis, the terms of which are cited in Contractors rate schedule, which is attached here to as Exhibit"A." Despite any reference to Contractors rate schedule, which shall be used to calculate monthly invoice amounts under this Agreement or a change in the Scope of Services (i.e.Amendment), the parties agree that the County shall pay Contractor a total fee not to exceed Forty five thousand seven hundred and ninety dollars ($47,590 USD) for the Work under this Agreement.

EXCEPT FOR THE ABOVE MODIFICATION, ALL OTHER TERMS AND CONDITIONS OF THE AGREEMENT SHALL REMAIN UNCHANGED, UNLESS PROPERLY MODIFIED BY SUBSEQUENT AMENDMENT UNDER THE TERMS OF THE AGREEMENT.

This 1st Amendment to the Professional Services Agreement is hereby executed this 30th day of August, 2022, as is evidenced by the authorized signatures of the Parties, below.

Operator

_____
Name: JENNIFER BLAIR CWB
Title: PRINCIPAL
BLAIR WILDLIFE CONSULTING, LLC

COUNTY

_____
HAYS COUNTY, TEXAS
RUBEN BECERRA
HAYS COUNTY JUDGE

ATTEST: _____
ELAINE H. CARDENAS MBA PhD
HAYS COUNTY CLERK

BLAIR WILDLIFE CONSULTING

August 18, 2022

Mr. Mark Kennedy
111 E. San Antonio St., Suite 202
San Marcos, TX, 78666

Delivered via email to mark.kennedy@co.hays.tx.us

Re: Environmental Support Services for the Hays County Regional Habitat Conservation Plan and Other Hays County Projects, in Hays County, Texas (the "Project") Amendment to Ongoing Environmental Support Services Contract through September 30, 2022 (the "Proposal")

Dear Mr. Kennedy,

We are pleased to submit this request for amendment to the current contract through the end of the current fiscal year (September 30, 2022) in order to continue to provide Environmental services for the above referenced Project.

BWC will continue to assist Hays County on an as needed basis with the implementation of the Hays County Regional Habitat Conservation Plan (RHCP) and other services as needed and requested by the County. Services may include but are not limited to the following: general management, administration, research, and support services, review and processing of RHCP participation applications, preserve acquisition and evaluations, management and monitoring services, and other services as needed and requested by the County.

TASK 20010 – HAYS COUNTY RHCP IMPLEMENTATION, PRESERVE ESTABLISHMENT, & GENERAL ENVIRONMENTAL SUPPORT SERVICES

BWC will assist Hays County on an as needed basis with the implementation of the Hays County Regional Habitat Conservation Plan (RHCP). Annual implementation services may include but are not limited to the following: general management, administration, research, and support services, review and processing of RHCP participation applications, preserve acquisition and evaluations, management and monitoring services, and other services as needed and requested by the County.

At the request of the Client(s) on an as needed basis, BWC will also provide general environmental support services for Hays County projects associated with environmental scoping, permitting, conservation easement establishments, and/or surveys.

BWC proposes to invoice work performed on a time and materials basis unless otherwise specified below.

TOTAL FEE: $8,290.00 TIME AND MATERIALS NOT TO EXCEED, WITHOUT PRIOR CLIENT APPROVAL, PLUS REIMBURSABLE EXPENSES

ADDITIONAL SERVICES

With the exception of the following additional service listed below, all other additional services, as requested by the Client, will be billed on a time-and-materials basis, in accordance with the attached Standard Rate Schedule or a separate proposal will be provided and amended to this Agreement upon approval.

TASK 20099 – ADDITIONAL ENVIRONMENTAL SUPPORT SERVICES

At the request of the Client(s), BWC will provide general environmental support services associated with the proposed project.

ANTICIPATED SCHEDULE

This proposal can be renewed annually or revised as needed, at the request of the County. We can begin work immediately upon notice to proceed, and conduct any necessary tasks as expeditiously as possible. For federally-listed species Presence/Absence survey needs, surveys will be conducted between March 15 to July 1. Normally, we request 30 days to finish requested tasks/reporting upon completion of field work (if applicable), though report preparation can be expedited, if necessary with advance notice and coordination associated with the overall project schedule. We understand that these projects will be time sensitive and we will work with you to complete the proposed scope of work as expeditiously as possible.

SERVICES THAT ARE NOT PART OF THIS CONTRACT ARE AS FOLLOWS:

- ➔ Any additional environmental studies beyond those already outlined. Should additional studies be required not specifically identified above, a separate scope of work and cost estimate would be prepared and submitted to Client
- ➔ Additional documentation services requested as a result of a change in environmental regulations or documentation standards from those in practice and acceptable at the time of approval of this agreement.

REIMBURSABLE EXPENSES

Reimbursable expenses shall include actual expenditures made by Blair Wildlife Consulting. LLC in the interest of the Project and will be invoiced at the actual cost to Blair Wildlife Consulting, LLC plus ten percent (10%) for handling and indirect costs. Reimbursable expenses shall include but not be limited to costs of the following:

- » Mailing, shipping, and out source delivery (i.e. DHL, FedEx) costs
- » Fees and expenses of special consultants as authorized by the Client

REPROGRAPHIC, COURIER AND OTHER CHARGES

Reprographic, plotting, in-house courier, and archive retrieval services will be invoiced in accordance with the Rate Schedule attached hereto.

CLIENT RESPONSIBILITIES

The Client shall be responsible for obtaining permission for BWC, its employees, agents and subcontractors to enter onto the subject property and any properties in the vicinity as reasonably necessary for BWC to perform the services described herein. By either countersigning this Proposal or verbally authorizing BWC to proceed, the Client warrants and represents that it has obtained such permission. BWC is not responsible for any delays to project schedule due to site access limitations. All fees accrued for the project which include mobilization tasks will be billed in addition to the budget identified above, and according to the hourly rate schedule, for any mobilization in which access becomes unavailable after authorization to mobilize has been received.

The Client shall provide the following items upon request of BWC in a timely manner and at no expense to BWC:

- ➔ Digital map files of the proposed project area in a useable GIS format (preferably ArcGIS shapefiles).
- ➔ All relevant environmental reports that have been performed on the subject property, including geologic assessments, karst geological and biological surveys, environmental site assessments, endangered species habitat assessments and surveys, and similar documents. All engineering data and design information provided to BWC by others is assumed to be reliable. BWC will make reasonable effort to ascertain the reliability of any environmental information provided by the client, but may request additional investigation if review of existing information differs from BWC professionals findings and/or opinions. BWC does not warrant the work of third parties supplying information used in the preparation of the reports.
- ➔ Any known environmental conditions at the site (i.e., hazardous materials or processes, specialized protective equipment requirements, unsound structural members, etc.) shall be made known to BWC prior to site mobilization.

OTHER TERMS

This proposal is based on the scope of services indicated herein and the information available at the time of the proposal preparation. If any additional services are required due to unforeseen circumstances and/or conditions, Client or regulatory requested revisions, additional meetings, regulatory changes, etc, BWC will notify the Client that additional scope of work and fees are required and will obtain the client's written approval prior to proceeding with any additional work.

BWC's Standard Terms and Conditions and Hourly Rate Schedule are attached to the current contract and are incorporated into this Proposal by reference.

ASSUMPTIONS AND EXCLUSIONS

- If not executed on or before September 1, 2022, BWC reserves the right to modify the schedule and budget of this Proposal to reflect current working conditions
- Right-of-entry onto the subject property will be provided to BWC, including keys or combinations to locked gates. Any restrictions or special access requirements regarding the site shall be made known to BWC prior to site mobilization.
- Client understands that no warranties or guaranties are expressed or implied by BWC regarding the actions of any government agency, including local, state, or federal agencies, in connection with the project for which the services are performed.
- Additional documentation services requested as a result of a change in environmental regulations or documentation standards from those in practice and acceptable at the time of approval of this agreement are not included.
- Client understands that revisions to the project after providing notice to proceed requires additional time and materials, and will be billed at an additional cost outside of this current scope of work.
- Client understands that we are required to report observations of endangered species or their habitat, under certain circumstances, to the U.S. Fish and Wildlife Service, and Client will communicate any concerns regarding such reporting to us prior to notification to proceed.
- BWC is considered responsible for the performance of only those services described explicitly in this contract. Additional tasks can be performed under a separate agreement or as an addendum to this current contract.
- This agreement has been prepared for the Client to whom it is addressed. Any reports prepared as part of the services herein shall be for the exclusive use and reliance of said parties and shall not be conveyed to third parties without prior written authorization from BWC.

Thank you for the opportunity to continue to assist you with your project needs, and please don't hesitate to contact me if you have any questions or need additional information. We welcome the opportunity to discuss this proposal with you and go over any details about our proposed services and your project concerns. Please call me at 512-415-9772 so we can answer any questions. We look forward to continuing to work with you and greatly appreciate your consideration of our services.

Sincerely,

BLAIR WILDLIFE CONSULTING, LLC

Jennifer Blair, CWB
Principal

BLAIR WILDLIFE CONSULTING

TERMS AND CONDITIONS

These Terms and Conditions are incorporated by reference into the Proposal (the "Proposal") from Blair Wildlife Consulting, LLC, a Texas Limited Liability Corporation ("BWC") to Hays County, Texas (the "Client") for performance of services described in the Proposal and associated with the project described in the Proposal (the "Project") and in any subsequent approved Change Order related to the Project. These Terms and Conditions, the accepted Proposal and any Change Orders or other amendments thereto, shall constitute a final, complete, and binding agreement (the "Agreement") between BWC and the Client.

1. Scope of Services: BWC will provide the services expressly described in the Proposal (the "Scope"). If in BWC's professional judgment the Scope must be expanded or revised, BWC will forward a change order agreement to the Client that describes the revision to the Scope (the "Change Order") and the increased fee associated therewith. The Client may approve a Change Order in writing, by electronic verification, or orally pursuant to Section 3 below.

2. Standard of Care: The standard of care for all services performed by BWC for the Client shall be the care and skill ordinarily used by members of the applicable profession practicing under similar circumstances at the same time and locality of the Project. The Client shall not rely upon the correctness or completeness of any design or document prepared by BWC unless such design or document has been properly signed and sealed by a licensed professional on behalf of BWC.

3. Client's Oral Decisions: The Client or any of its employees or agents with apparent authority may orally and with the express written consent of BWC: (a) make decisions relating to BWC's services under this Agreement, (b) authorize a Change Order and increased fee associated therewith, (c) direct BWC to forward information related to the Project to a third party, or (d) direct BWC to take any reasonable action in the interest of the Project. The Client may, from time to time, limit the authority of any or all persons to act orally on its behalf by providing seven (7) days notice to BWC. If BWC submits a Change Order by giving Notice to the Client then the Change Order shall be deemed accepted by Client unless the Client gives Notice to BWC that it rejects the Change Order not later than 10 business days after the Client receives the proposed Change Order.

4. Fees by Hourly Rate Schedule: If the Client requests BWC to perform services not included in the Proposal or an approved Change Order (including without limitation attending meetings and conferences on an as needed basis with public agencies), Client shall compensate BWC for such services in accordance with the Hourly Rate Schedule attached to and made a part of the Agreement. Expert witness testimony or participation at legal discussions, hearings or depositions, including necessary preparation time, will be charged at 150% of the quoted rates. If the Project extends beyond the calendar year in which the Proposal is dated, BWC may revise its Hourly Rate Schedule in January of each subsequent year.

5. Client Duties and Responsibilities: The Client shall inform BWC of any special criteria or requirements related to the Project or BWC's services and shall, in a timely manner and at its cost, furnish any and all information in its possession relating to the Project, including reports, plans, drawings, surveys, deeds, topographical information or title reports. BWC shall bear no responsibility for errors, omissions or additional costs arising out of its reliance upon such information supplied by the Client. Some services included in the Scope may, in BWC's discretion, require a current title report, and if so the Client shall timely and at its cost provide such a current title report to BWC. All off-site easements are the responsibility of the Client. Client shall indemnify and hold harmless BWC from and against any and all claims, demands, losses, costs, and liabilities, including without limitation, reasonable attorney fees and expenses incurred by BWC and arising out of (a) Client's breach of this Agreement or (b) an action by Client or a third party with respect to any matter not included in the Scope or that is excluded from the responsibility of BWC pursuant to this Agreement.

6. Exclusions from Scope: By way of illustration and not limitation BWC has no obligation or responsibility for the following unless specifically included in the Scope:

a. Favorable or timely comment or action by any governmental entity.

b. Taking into account off-site conditions or circumstances that are not clearly visible or reasonably ascertainable by the performance of on-site services.

c. The accurate location or characteristics of any subsurface utility or feature that is not clearly and entirely visible from the surface.

7. Payment Terms: BWC will invoice the Client monthly or more frequently based on a percentage of the work completed for fixed fee tasks, number of units completed for unit tasks, and actual hours spent that month for hourly tasks. Invoices are due and payable in full upon receipt without offset of any kind or for any reason. Client agrees to pay a finance charge of one and one-half percent (1.5%) per month from the invoice date on any unpaid balance not received by BWC within thirty (30) days of the invoice date. Payment of invoices is subject to the following further terms and conditions.

(a) If any invoice is not paid in full within forty-five (45) days of the invoice date and the Client has not timely and in good faith disputed the invoice as provided below, BWC shall have the right at its election by giving notice to Client to either (i) suspend the performance of further services under this Agreement and, at its sole discretion, suspend the performance of further services on other projects which are being performed by BWC on behalf of the Client or any related Client entities, until all invoices are paid in full and BWC has received a retainer in such amount as BWC deems appropriate to be held as described in Section 8 below, or (ii) deem Client to be in material breach of this Agreement and proceed pursuant to Section 11 below. Client agrees to pay any and all charges, costs or fees incurred in collection of unpaid invoices, including reasonable attorneys' fees and costs. If BWC elects its rights under (a)(i) above BWC shall bear no liability to Client or any other person or entity for any loss, liability or damage resulting from any resulting delay, and any schedule for the performance of services hereunder prepared previously shall be deemed void, and any future schedule for the performance of services shall require the approval of both Client and BWC.

(b) If Client disputes any invoices submitted to it the Client shall give written notice to BWC within thirty (30) days of the invoice date detailing the dispute. If no written notice of a dispute is provided to BWC within that time period, the invoice shall then be conclusively deemed good and correct. If part of an invoice is disputed, then the Client shall remain liable to timely pay the undisputed portion of the invoice in accordance with the terms of this Agreement. Client and BWC shall promptly negotiate in good faith to resolve any disputed portion of an invoice,

8. Retainer. Should (a) the Proposal require a Retainer or (b) BWC have exercised its right to require a Retainer prior to continuing work as provided in Section 7(a)(i) above, the Client shall deliver to BWC by good check a retainer to be held by BWC as an advance against future billings (the "Retainer"). This Retainer is not intended as the regular source of payment for invoices issued under to this Agreement. Instead the parties intend that the Retainer be applied to the final invoice for the services described in the Agreement, or against any other unpaid amounts owed BWC under this Agreement should Client fail to timely pay invoices in accordance with Paragraph 7. If the retainer is applied during the course of the Agreement Client agrees to promptly replenish the retainer upon request of BWC. Upon the conclusion of this Agreement, or its earlier termination, then (i) the portion of the Retainer, if any, that exceeds the amount owed BWC shall be returned to Client upon request, or (ii) any amount owed BWC in excess of the Retainer shall be paid immediately to BWC by Client. The Retainer shall not be required to be held in a separate account nor shall it bear interest, and the Retainer may include other amounts paid to BWC by Client with respect to the Project or other projects.

9. Insurance. BWC and its employees are protected by workman's compensation, commercial general liability, and automobile liability insurance policies. Upon request of Client BWC shall provide a certificate of insurance to Client evidencing such coverage and shall attempt to include Client as an additional insured on such coverage. Client acknowledges it has been offered the opportunity to review the current limits of such coverage and finds them satisfactory, and further agrees that in no event shall BWC's liability to Client or any party claiming through Client be greater than the limits of such insurance. From time to time BWC may, without notice to Client, amend the carriers, conditions, exclusions, deductibles or limits of any such insurance; provided that prior to any decrease in any insurance limit becoming effective BWC shall give notice thereof to Client.

10. Potential Liability of BWC. The following provisions shall operate with respect to any potential liability of BWC arising under the Agreement.

(a) Client agrees that should it wish to assert that there is a breach, defect, error, omission or negligence in the services performed by BWC that Client believes creates liability on the part of BWC the Client must give written notice to BWC not later than the first to occur of (i) the beginning of any corrective work or (ii) thirty days after Client had knowledge of the existence of the breach, defect, error, omission or negligence. BWC shall have the opportunity to participate in decisions regarding the corrective work, and the Client shall insure that corrective action is taken at the lowest reasonable expense under the circumstances.

(b) Notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of BWC and of its officers, directors, partners, employees, agents, and consultants, to Client and anyone claiming through Client shall not in any manner whatsoever exceed the direct losses incurred by Client (to the extent of and in proportion to BWC's comparative degree of fault) that resulted from the error, omission or negligent act of BWC in the performance of services under this Agreement.

(c) To the fullest extent permitted by law BWC and BWC's officers, directors, partners, employees, agents, and sub-consultants shall not be liable to Client or anyone claiming through Client for any special, incidental, indirect, or consequential damages whatsoever arising out of, resulting from, or in any way related to the Project or this Agreement, regardless of whether such damages are alleged to be caused by the negligence, professional errors or omissions, strict liability, breach of contract, or breach of express or implied warranty.

11. Termination: Either party may terminate the provision of further services by BWC under this Agreement for convenience with thirty (30) days advance notice to the other party. In addition, following a material breach by the other party the provision of further services under this Agreement may be immediately terminated by the non-breaching party giving notice to the other party, and such notice may be given at any time after such material breach (including less than thirty (30) days after notice of termination for convenience). Client acknowledges that its failure to timely pay undisputed invoices is a material breach. After a termination for convenience the Client shall immediately following the termination date pay BWC for all services performed through the termination date; including reasonable costs of transitioning the Project to a new professional designated by Client, if applicable. Following any termination BWC shall have the right to withhold from the Client the use or possession of data and documents prepared by BWC for the Client under this or any other agreement with the Client, until all outstanding invoices are paid in full. Following any termination by BWC following a material breach by Client BWC shall have the right to withdraw any plans, applications or other documents filed with any governmental agency by BWC in its name on behalf of the Client.

12. Assignment: This Agreement may not be assigned by one party without the express written consent of the other party. Notwithstanding the forgoing, BWC may employ consultants, sub consultants, or subcontractors, as it deems necessary to perform the services described in the scope. Also, BWC may assign its right to receive payments under this agreement.

13. Ownership of Documents and other Rights of BWC: (a) All reports, plans, specifications, computer files, field data, notes and other documents and instruments prepared by BWC as instruments of service shall remain the property of BWC up until such time as all monies due to BWC have been paid in full. At such time as all monies due to BWC have been paid in full, the Client may take possession of plans, documents and specifications prepared under this Agreement. If requested by BWC the Client (and Client's new professional if applicable) shall execute BWC's standard Electronic File Transfer Agreement or such other similar agreement as the parties shall in good faith negotiate. If the Client or a party acting on the Client's behalf modifies the plans and specifications or reuses them on a different project the Client agrees to indemnify and hold BWC harmless from any claim, liability or cost (including reasonable attorneys' fees and defense costs) arising therefrom. Client acknowledges that if BWC provides Client with plans, information and specifications in an electronic or digital format ("Electronic Data") the Client is responsible for cross checking the Electronic Data with the applicable paper document for full conformance and consistency between such paper document and the Electronic Data. The Client and BWC shall jointly retain all common law, statutory, and other reserved rights, including the copyright to all reports, plans, specifications, computer files, field data, notes and other documents prepared by BWC.

(b) BWC reserves the right to include photographs and descriptions of the Project in its promotional, marketing, and professional materials. Client grants its consent to BWC for BWC to install reasonable signage at the Project equivalent to that which is or could be installed by other vendors to the Project.

14. Covenants Benefiting Third Parties: BWC and Client acknowledge that from time to time third parties may request BWC to execute documents which benefit that third party. These documents may include certifications, consent of assignment, and waiver of certain of BWC's rights under this Agreement ("Requested Covenant"). Client acknowledges that execution of Requested Covenants is beyond the Scope, is at BWC's sole discretion, and if BWC decides to so execute a Requested Covenant the language, terms and conditions of such Requested Covenant must be acceptable to BWC, at BWC's sole discretion.

15. Applicable Law: This Agreement shall be governed and interpreted in accordance with the laws of the State of Texas, without giving effect to conflicts of laws principles thereof.

16. Severability: If any provision of this Agreement shall be held invalid, illegal or unenforceable, the other provisions of this Agreement shall remain in full force and effect.

17. Entire Agreement and Modification: This Agreement and the attachments hereto contains the entire agreement of BWC and Client in respect to the transactions contemplated hereby and supersedes any and all prior agreements, arrangements, and understandings among the parties relating to the subject matter hereof. Except for Change Orders authorized by Client either orally or by electronic verification this agreement may be amended, modified, or supplemented, but only in writing signed by all parties hereto. Signature by email transmission is permitted hereunder.

18. Waivers: The failure of a party to enforce any provision hereof shall not affect its right at a later time to enforce same. A waiver by a party of any condition or breach hereunder must be in writing to be effective and unless that writing provides otherwise shall waive only one instance of that condition or breach.

19. Notices: Any notice, request, instruction, or other document to be given hereunder by a party hereto shall be in writing and shall be deemed to have been given (a) when received when given in person or by a courier or a courier service, (b) on the date of transmission (or the next business day if the date of transmission is not a business day) if sent by facsimile, or (c) five business days after being deposited in the mail, certified or registered postage prepaid:

If to Client, addressed to the individual signing this Agreement at the address, facsimile number, or e-mail address noted on the Proposal;

If to BWC, to the address set forth in the proposal; provided that for any notice given by Client pursuant to Paragraphs 10 or 11 a copy shall be sent to:

Blair Wildlife Consulting, LLC
c/o Rick C. Reed & Company, PLCC
321 Cheatham Street
San Marcos, Texas 78666
Attn: David Crumbaugh
Email: david@reedcocpa.com.com

Or to such other individual or address as a party hereto may designate for itself by notice given as herein provided.

20. No Third Party Beneficiaries: This Agreement is solely for the benefit of the parties hereto and, to the extent provided herein, their respective affiliates, directors, officers, employees, agents and representatives, and no provision of this Agreement shall be to confer upon third parties any remedy, claim, liability, reimbursement, cause of action, or other right.

21. Headings, Counterparts, Certain Rules of Construction: The headings in this Agreement are for convenience and identification purposes only, are not an integral part of this Agreement, and are not to be considered in the interpretation of any part hereof. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. References in this agreement to any gender shall include references to all genders. Unless the context otherwise requires, references in the singular include references in the plural and vice versa. The words "include", "including", or "includes" shall be deemed to be followed by the phrase "without limitation". The individual who signs this Agreement warrants that he has the authority to sign as, or on behalf of the Client and to bind the Client to all of the terms and conditions of this Agreement. To the extent

that they are inconsistent or contradictory, the terms of the Proposal or an authorized Change Order shall supersede these Terms and Conditions.

22. Estimates: Any cost, timing or quantity estimates provided as a part of the Scope are estimates only and reflect BWC's judgment as a design professional familiar with the construction industry. Estimates do not represent a guarantee that proposals, bids or the construction cost will not vary from the estimates prepared by BWC. Client acknowledges that BWC has no control over contractors as to cost, timing or quantity matters, and further acknowledges that if Client desires greater accuracy as to construction costs it has the opportunity to employ an independent cost estimator.

23. Use of Work Prepared by Others: If the Scope requires BWC to use work prepared by other parties (e.g. drawings, surveys, computations, calculations, specifications) then unless otherwise disclosed by the Client in writing to BWC the Client warrants and represents that the Client has obtained the full and unconditioned prior written consent from such other party. If the Client discloses that it has not obtained such prior consent then the Client, at its expense, shall use its best efforts to obtain such consent, which consent shall be in a form that, in BWC's reasonable discretion, does not violate any applicable law, regulation, or code of ethics. Unless the Scope specifically provides otherwise, BWC shall not be responsible for the accuracy, completeness, or correctness of work prepared by others.

24. Construction Means and Methods: Client acknowledges that BWC shall not have control of and shall not be responsible for construction means, methods, techniques, sequences, or procedures, or for any safety precautions in connection with the Project or for the acts or omissions of any contractor, subcontractor or any other person or entity performing work for the Project.

25. Shop Drawing Review: If specifically included in the Scope BWC shall review and check the contractor's shop drawings, product data, and samples, but only for the limited purpose of checking for general conformance with the intent of such contract documents. Client acknowledges that such review is not for the purpose of determining or substantiating the accuracy and completeness of other details such as dimensions or quantities or for substantiating instructions for installation or performance of equipment or systems designed by the contractor. BWC's review shall not constitute approval of safety precautions, construction means, methods, techniques, schedules, sequences or procedures, or of structural features. Client shall provide BWC with sufficient time in BWC's professional judgment to permit adequate review.

26. Plan and Permit Processing: If the Scope includes preparation of plans for review and approval by public agencies, submission and processing of such plans in a manner consistent with a normal course of business is included within the Scope. If the Client requests BWC to expedite the plan review process by attending meetings, hand carrying plans and documents from agency to agency, or performing other such services, these services will be performed by BWC at Client's request and as hourly rate services under Section 4 above. Except as described otherwise in the Scope, preparation and processing of permit applications will be performed at the Client's request and treated as hourly rate services under Section 4 above.

BLAIR WILDLIFE CONSULTING

2020 TIME & MATERIAL RATE SCHEDULE

CLASSIFICATION	HOURLY RATES
Principal	$150.00 - $175.00/HR
Senior Project Manager	$150.00 - $160.00/HR
Project Manager	$130.00 - $145.00/HR
Senior Biologist/Senior Environmental Scientist	$120.00 - $135.00/HR
Biologist/Environmental Scientist I	$80.00 - $85.00/HR
Biologist/Environmental Scientist II	$90.00 - $100.00/HR
Biologist/Environmental Scientist III	$100.00 - $110.00/HR
Environmental Technician	$65.00 - $75.00/HR
GIS Specialist	$75.00 - $125.00/HR
Depositions & Testimony	$325.00/HR
Expert Witness/Research	$250.00/HR
Administrative Professional	$50.00 - $75.00/HR

EXPENSES	RATE
Black & White copies	$0.05/ea
Color Copies	$0.60/ea
Black Line Plots (24x36)	$1.50/ea
Full Color Plots (24x36)	$12.00/ea
Off-Road 4x4 / UTV / ATV	$100.00/day
Mileage	IRS standard Rate
Other Expenses / Subcontracts	Cost + 10%

BLAIR WILDLIFE CONSULTING, LLC
512.415.9772

3815 DACY LANE, KYLE, TX 78640
blairwildlife.com

BLAIR WILDLIFE CONSULTING

REQUEST FOR INFORMATION

Client:

Contact name: _____

Legal Entity: _____

Address: _____

_____

Phone _____

Fax: _____

E-Mail: _____

Accounts Payable Contact:

Contact name: _____

Phone _____

E-Mail: _____

Billing Information:

Billing Entity: _____

Billing Address:
- □ Same as Legal Entity
- □ If different, please provide….

_____

_____

_____

Billing Requirements:

Invoice Due Date: _____

Requirements/Attachments: _____

Transmit Invoices Via:
- □ Mail hardcopies to the billing address above
- □ Transmit electronic copies to:

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Date: 08/30/2022
Requested By: Jude Prather
Sponsor: Commissioner Ingalsbe

Agenda Item:
Amend the Veteran's Administration operating budget for additional continuing education funds related to the National Association of County Veterans Services Officers (NACVSO) 2022 annual conference. **INGALSBE/PRATHER**

Summary:
The NACVSO 2022 conference was held this past June in San Antonio and the County VSO and two team members attended. This conference is an opportunity for CVSOs of all experience levels to learn the skills needed to serve clients more effectively, from the basics of advocacy to representing appeals to the Board of Veterans Appeals. In addition, members that attend have a unique opportunity to connect with senior level VA officials and fellow CVSOs to share best practices and improve the support provided in their community. Additional funding is needed in order to reimburse hotel, travel and per diem fees associated with this valuable continuing education training.

Fiscal Impact:
Amount Requested: $2,648
Line Item Number: 001-720-00.5551

Budget Office:
Source of Funds: General Fund
Budget Amendment Required Y/N?: Yes
Comments: The VSO needs additional funding to complete all conference reimbursements, Co-wide contingencies for potential funding source.
Budget Amendment:
$2,648 - Increase Continuing Education 001-720-00.5551
($899) - Decrease Vehicle Maintenance 001-720-00.5413
($1,749) - Decrease Co-wide Contingencies 001-645-00.5399

Auditor's Office:
Purchasing Guidelines Followed Y/N?: Yes
G/L Account Validated Y/N?: Yes, Continuing Education
New Revenue Y/N?: N/A
Comments:

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Date: 08/30/2022
Requested By:
Sponsor: Commissioner Shell

Agenda Item:
Authorize General Counsel to execute an Engagement Letter with the Law Office of Stephen C. Dickman for legal services associated with revisions to development regulations, Takings Impact Assessments, and related work; authorizing a discretionary exemption pursuant to Texas Local Government Code Chapter. 262.024 (a) (4). **SHELL**

Summary:
Mr. Dickman has provided these services to Hays County in the past. Since the last time the County engaged his services, he left his firm and opened his own law office. The attached Engagement Letter proposes to replace the former one.

Fiscal Impact:
Amount Requested: Hrly Rate per Engagement Letter
Line Item Number: 001-614-00.5441

Budget Office:
Source of Funds: General Fund
Budget Amendment Required Y/N?: No
Comments: Funds are budgeted annually for legal services.

Auditor's Office:
Purchasing Guidelines Followed Y/N?: Discretionary exemption pursuant to TLGC Chpt. 262.024 (a) (4) for a professional service.
G/L Account Validated Y/N?: Yes, Legal Services
New Revenue Y/N?: N/A
Comments:

Attachments

Letter of Engagement

LAW OFFICE OF STEPHEN C. DICKMAN

6005 Upvalley Run
Austin, Texas 78731
Tel: 512-922-7137
Fax: 512-454-8495
Email: sdickmanlaw@att.net
Website: https://www.sdickmanlaw.com

August 17, 2022

Mr. Mark D. Kennedy
General Counsel – Hays County
111 E. San Antonio St., Room 202
San Marcos, Texas 78666

Re: Agreement for Legal Services

Dear Mr. Kennedy:

I am pleased that Hays County has asked me to provide legal services concerning revisions to the Hays County development regulations. This letter will confirm my engagement and will describe the basis on which I will provide legal services. If you have any questions about these provisions, please do not hesitate to contact me.

1. *Client; Scope of Representation.* My client in this matter will be Hays County (the "County" or "you"). I will be engaged to provide legal services specifically in connection with the County's interim revisions and/or comprehensive revisions to its development regulations, including preparation of a Takings Impact Assessment, and any directly related issues. You may limit or expand the scope of my representation from time to time, provided that any substantial change in the scope of my representation must be agreed to by me.

2. *Term of Engagement.* Either the County or I may terminate this engagement at any time for any reason by written notice, subject on my part to applicable rules of professional responsibility. In the event that we terminate the engagement, I will take such steps as are reasonably practicable to protect the County's interests in the above matter.

Unless previously terminated, my representation of the County will terminate upon my sending you my final statement for services rendered in this matter. Following such termination, any otherwise non-public information you have supplied to me which is retained by me will be kept confidential in accordance with applicable rules of professional responsibility. At your request, your papers and property will be returned to you promptly upon receipt of payment for outstanding fees and costs. My own work files pertaining to this matter will be retained by me. These work files include, for example, administrative records, time and expense reports, personnel and staffing materials, credit and accounting records, and my "attorney work product". Attorney work product encompasses material prepared by or for the internal use of lawyers, such as drafts, notes, internal memoranda, and legal and factual research, including investigative reports subject to my law office records retention policy. For various reasons, including the minimization of unnecessary storage expenses, I reserve the right to destroy or otherwise dispose

of any such documents or other materials retained by me within a reasonable time period after the termination of this engagement.

You are engaging me to provide legal services in connection with the specific matter described above. After completion of the matter, changes may occur in the applicable laws or regulations that could have an impact upon the County's future rights and liabilities. Unless you engage me after completion of this matter to provide additional advice on issues arising from this matter, I will have no continuing obligation to advise you with respect to future legal developments.

3. *Fees and Expenses.* My fees will be based primarily on my time spent on the matter charged at my billing rate. My billing rate for this representation will be $300 per hour. Travel time in which no work is being done is billed at travel expense plus $50 per hour. Work done by my legal assistant(s) is billed at $75 per hour. These billing rates are subject to change from time to time, but I will notify you at least 60 days in advance of any change in these rates. Other factors may be taken into consideration in determining my fees including the responsibility assumed, the novelty and difficulty of the legal problem involved, particular experience or knowledge provided, time limitations imposed by you, the benefit resulting to the County, and any unforeseen circumstances arising in the course of my representation.

I will include on my monthly invoices separate charges for performing services such as large photocopying jobs, messenger and delivery service, travel, long-distance telephone, and search and filing fees. I do not charge clients for faxes, internal copy jobs of fewer than 25 copies, Westlaw research, secretarial overtime or supplies. With each bill, I will provide detailed information concerning the time expended by me and any legal assistants in connection with the work covered by the bill. At your request, I can also provide the detailed information maintained in my accounting database about each invoiced item.

Statements normally will be rendered monthly for work performed and expenses recorded during the previous calendar month. Payment is due within 60 days of receipt of my statement. If any statement remains unpaid for more than 60 days, interest will accrue at the rate of 5% per annum, or the highest rate allowed by law, whichever is less. If any statement remains unpaid for more than 90 days, I may suspend performing services for the County until arrangements have been made for payment of outstanding statements and the payment of future fees and expenses.

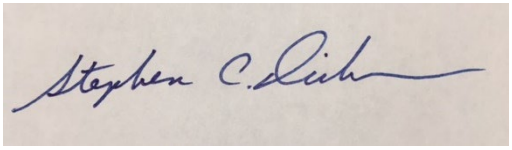
The fees and costs relating to this matter are not predictable. Accordingly, I have made no commitment to you concerning the maximum fees and costs that will be necessary to resolve or complete this matter. It is also expressly understood that payment of my fees and costs is in no way contingent on the ultimate outcome of the matter.

4. *Client Responsibilities.* You agree to cooperate fully with me and to promptly provide all information known or available to you relevant to my representation.

5. *Conflicts.* You should be aware that I may represent various other companies, cities, districts, and individuals. It is possible that during the time that I am performing legal services for the County, some of my present or future clients might have disputes or transactions with the County. You agree that I may continue to represent or may undertake in the future to represent existing or new clients in any matter that is not substantially related to my work for the County even if the interests of such other clients in those other matters are directly adverse. We agree, however, that your prospective consent to conflicting representation contained in the preceding sentence shall not apply in any instance where, as a result of my legal services for the County, I have obtained proprietary or other confidential information of a non-public nature, that, if known to such other client, could be used in any such other matter by such client to the County's material disadvantage.

I trust that these terms are satisfactory and agreeable to you. If so, please so indicate by having an authorized representative of the County sign in the space provided below and return it to me (a scanned copy E-mailed to me is sufficient). Once again, I am pleased to have this opportunity to work with the County on this matter, and as always, I will endeavor to provide high quality and efficient legal services. Please call me if you have any questions or comments about this engagement letter or otherwise during the course of my representation.

Very truly yours,



_____
Stephen C. Dickman
State Bar License No. 05836500

Agreed and Accepted:

Hays County

By: _____

Title: _____

Date: _____

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Date: 08/30/2022
Requested By: Constable John Ellen
Sponsor: Commissioner Smith

Agenda Item:
Amend the Constable Precinct 5 operating budget for additional ammunition for law enforcement firearm qualifications and officer safety. **SMITH/ELLEN**

Summary:
The Constable is requesting to utilize savings within his continuing education budget to purchase additional ammunition needed for officer safety and to complete any needed firearm qualifications for officers.

Fiscal Impact:
Amount Requested: $432
Line Item Number: 001-639-00.5206

Budget Office:
Source of Funds: General Fund
Budget Amendment Required Y/N?: Yes
Comments: N/A
Budget Amendment:
$432 - Increase Law Enforcement Supplies 001-639-00.5206
($432) - Decrease Continuing Education 001-639-00.5551

Auditor's Office:
Purchasing Guidelines Followed Y/N?: TBD
G/L Account Validated Y/N?: Yes, Law Enforcement Supplies
New Revenue Y/N?: N/A
Comments:

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Date: 08/30/2022
Requested By: Kate Blankenship
Sponsor: Commissioner Jones

Agenda Item:
Amend the Extension Office operating budget for additional continuing education funds needed related to the Agrilife Extension State Conference. **JONES/BLANKENSHIP**

Summary:
The Hays County Extension Agents attended the annual Agrilife Extension State Conference held in College Station. Additional funds are needed to cover hotel, travel and per diem reimbursements associated with this conference.

Fiscal Impact:
Amount Requested: $910
Line Item Number: 001-660-00.5551

Budget Office:
Source of Funds: General Fund
Budget Amendment Required Y/N?: Yes
Comments: N/A
Budget Amendment:
$910 - Increase Continuing Education 001-660-5551
($910) - Decrease Travel 001-660-00.5501

Auditor's Office:
Purchasing Guidelines Followed Y/N?:TBD
G/L Account Validated Y/N?:Yes, Continuing Education
New Revenue Y/N?: N/A
Comments:

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Date: 08/30/2022

Requested By:	Jerry Borcherding
Sponsor:	Commissioner Jones
Co-Sponsor:	Commissioner Ingalsbe

Agenda Item

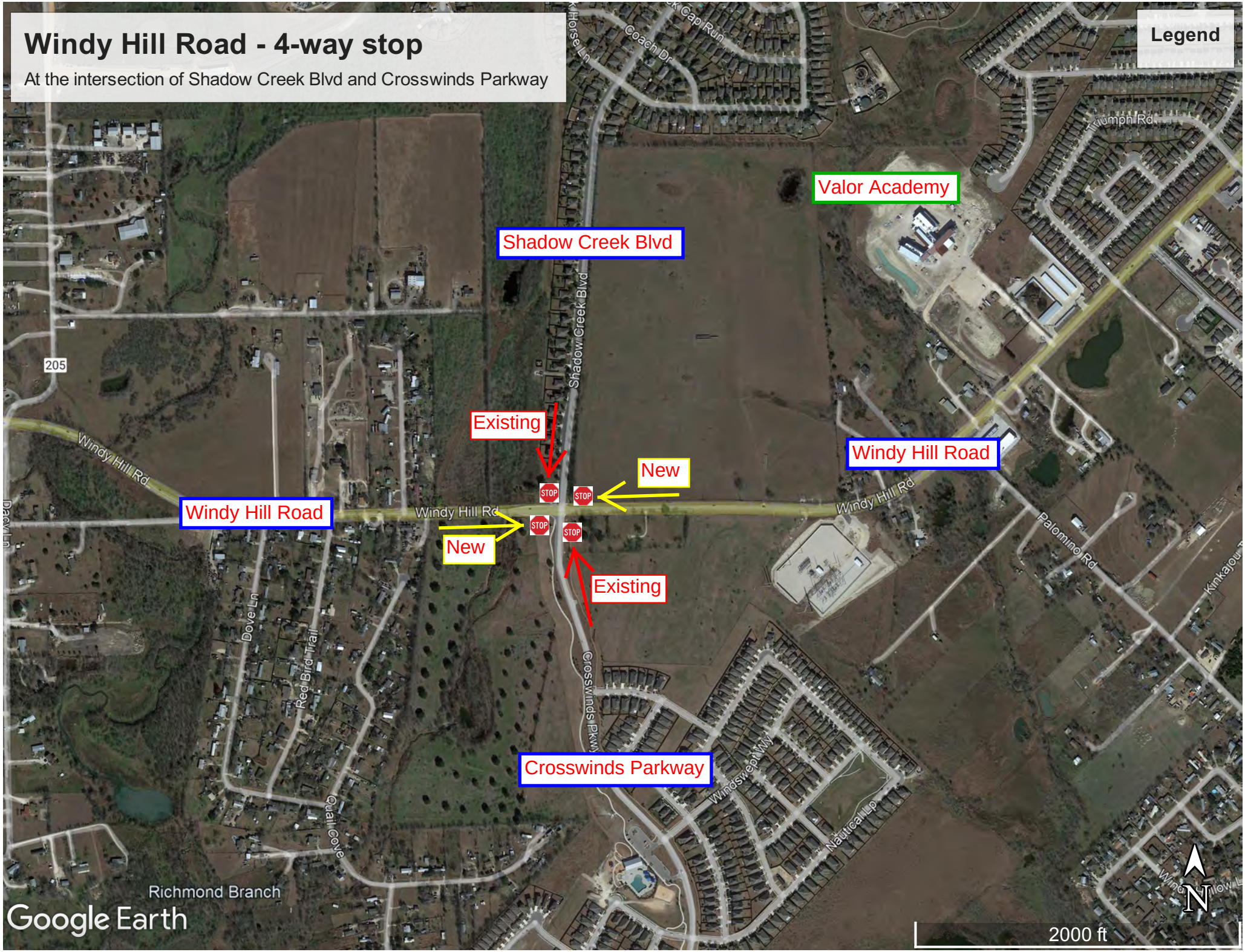
Discussion and possible action to call for a public hearing on September 13, 2022 to establish a 4-way stop location on Windy Hill Road at the intersection with Shadow Creek Blvd and Crosswinds Parkway. **JONES/INGALSBE/BORCHERDING**

Summary

In response to a request by the property-owners within Shadow Creek & Crosswinds subdivisions, there is a need to establish a 4-way stop location at this intersection for ease of traffic flow and safety on Windy Hill Road.

Attachments

Windy Hill Rd. map


Windy Hill Road - 4-way stop
At the intersection of Shadow Creek Blvd and Crosswinds Parkway
Legend
Valor Academy
Shadow Creek Blvd
Existing
New
Windy Hill Road
Windy Hill Road
New
Existing
Crosswinds Parkway
Windy Hill Rd
Shadow Creek Blvd
Triumph Rd
205
Dacy Ln
Dove Ln
Red Bird Trail
Quail Cove
Crosswinds Pkwy
Windsweep Way
Nautical Lp
Palomino Rd
Kinkajou
Richmond Branch
Google Earth
2000 ft
N

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Date: 08/30/2022

Requested By: Jerry Borcherding
Sponsor: Commissioner Ingalsbe

Agenda Item

Discussion and possible action to call for a public hearing on September 13, 2022 to establish a 3-way stop location on Mathias Lane at the intersection with Foster Place. **INGALSBE/BORCHERDING**

Summary

In response to a request by local property-owners, there is a need to establish a 3-way stop location at this intersection for ease of traffic flow and safety on Mathias Lane.

Attachments

Mathias Lane map

Mathias Lane - 3-way stop location
At the intersection with Foster Place.
Legend
Mathias Lane
New
New
Existing
Mathias Lane
Foster Place
Goforth Road
Texas Ash Dr
Globe Mallow Dr
Spider Lily Dr
Foster Pl
Huber Ln
Big Sandy Dr
Goforth Rd
Rohde Rd
Mariah Dr
Prairie Wind Dr
157
123
STOP
Google Earth
N
2000 ft

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Date: 08/30/2022

Requested By:	Jerry Borcherding
Sponsor:	Commissioner Smith
Co-Sponsor:	Commissioner Jones

Agenda Item:
Discussion and possible action to authorize the County Judge to execute a Contract for Engineering Services between Hays County and CP&Y, Inc. for $2,500,000 related to a corridor study of the SH 45 Gap Project. **SMITH/JONES/BORCHERDING**

Summary:
The southwest extension of SH 45 from IH 35 to FM 1626 is part of the Hays County Transportation Plan and has been long recognized as an important regional transportation project. CP&Y was selected by the court on June 15, 2021, to perform the preliminary engineering. Subsequently, it was determined a General Engineering Contractor (GEC) was necessary to oversee the project and the court has entered into a contract with BGE to perform that oversight as well to help negotiate the contract, scope and fee for the preliminary engineering, which are attached. Funding for this effort will come out of the Transportation Department's annual budget.

Fiscal Impact:
Amount requested: $2,500,000
Line Item Number: 020-710-00.5448_008

Budget Office:
Source of Funds: Road & Bridge General Fund
Budget Amendment Required Y/N?: No
Comments: N/A

Auditor's Office:
Purchasing Guidelines Followed Y/N?: Yes
G/L Account Validated Y/N?: Yes, Contract Services Consultant
New Revenue Y/N?:
Comments:

Attachments

Professional Services Agreement

HAYS COUNTY
CONTRACT FOR ENGINEERING SERVICES

FIRM: **CP&Y, Inc.** **("Engineer)**
ADDRESS: **1820 Regal Row, Suite 200, Dallas, Texas 75235**
PROJECT: **SH 45 SW Gap** **("Project)**

THE STATE OF TEXAS §
§
COUNTY OF HAYS §

THIS CONTRACT FOR ENGINEERING SERVICES ("Contract") is made and entered into, effective as the date of the last party's execution hereinbelow, by and between Hays County, Texas, a political subdivision of the State of Texas, whose offices are located at 111 E. San Antonio Street, Suite 300, San Marcos, Texas, 78666 (hereinafter referred to as "County"), and Engineer, and such Contract is for the purpose of contracting for professional engineering services.

RECITALS:

WHEREAS, V.T.C.A., Government Code §2254.002(2)(A)(vii) under Subchapter A entitled "Professional Services Procurement Act" provides for the procurement by counties of services of professional engineers; and

WHEREAS, County and Engineer desire to contract for such professional engineering services; and

WHEREAS, County and Engineer wish to document their agreement concerning the requirements and respective obligations of the parties;

NOW, THEREFORE, WITNESSETH:

That for and in consideration of the mutual promises contained herein and other good and valuable considerations, and the covenants and agreements hereinafter contained to be kept and performed by the respective parties hereto, it is agreed as follows:

ARTICLE 1
CONTRACT DOCUMENTS AND APPLICABLE PROJECT DOCUMENTS

A. Contract Documents. The Contract Documents consist of this Contract, any exhibits attached hereto (which exhibits are hereby incorporated into and made a part of this Contract), any fully executed Work Authorizations; any fully executed Supplemental Work Authorizations and all fully executed Contract Amendments (as defined herein in Article 14) which are subsequently issued. These form the entire contract, and all are as fully a part of this Contract as if attached to this Contract or repeated herein.

B. Project Documents. In addition to any other pertinent and necessary Project documents, the following documents shall be used in the development of the Project:

A. TxDOT 2011 Texas Manual of Uniform Traffic Control Devices for Streets and Highways, including latest revisions
B. Texas Department of Transportation's Standard Specifications for Construction of Highways, Streets, and Bridges, 2014 (English units)
C. National Environmental Policy Act (NEPA)
D. Texas Accessibility Standards (TAS) of the Architectural Barriers Act, Article 9102, Texas Civil Statutes, Effective April 4, 1994, including latest revisions
E. Americans with Disabilities Act (ADA) Regulations
F. U.S. Army Corps Regulations
G. International Building Code, current edition as updated
H. Hays County Design Criteria & Project Development Manual, latest edition
I. Hays County Multi-Corridor Transportation Plan Project Level Environmental Review and Compliance Protocol, latest edition
J. Hays County Protocol for Sustainable Roadsides, latest edition
K. TxDOT Bridge Design Manual - LRFD, latest edition
L. TxDOT Geotechnical Manual, latest edition

ARTICLE 2
NON-COLLUSION; DEBARMENT; AND FINANCIAL INTEREST PROHIBITED

A. Non-collusion. Engineer warrants that he/she/it has not employed or retained any company or persons, other than a bona fide employee working solely for Engineer, to solicit or secure this Contract, and that he/she/it has not paid or agreed to pay any company or engineer any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, County reserves and shall have the right to annul this Contract without liability or, in its discretion and at its sole election, to deduct from the contract price or compensation, or to otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

B. Debarment Certification. Engineer must sign the Debarment Certification enclosed herewith as **Exhibit A**.

C. Financial Interest Prohibited. Engineer covenants and represents that Engineer, his/her/its officers, employees, agents, consultants and subcontractors will have no financial interest, direct or indirect, in the purchase or sale of any product, materials or equipment that will be recommended or required for the construction of the Project.

ARTICLE 3
ENGINEERING SERVICES

Engineer shall perform Engineering Services as identified in **Exhibit B** entitled "Engineering Services."

County will prepare and issue Work Authorizations, in substantially the same form identified and attached hereto as **Exhibit C** and entitled "Work Authorization No. ____", to authorize the Engineer to perform one or more tasks of the Engineering Services. Each Work Authorization will include a description of the work to be performed, a description of the tasks and milestones, a work schedule for the tasks, definite review times by County and Engineer of all Engineering Services and a fee amount agreed upon by the County and Engineer. The amount payable for a Work Authorization shall be supported by the estimated cost of each work task as described in the Work Authorization. The Work Authorization will not waive the Engineer's responsibilities and obligations established in this Contract. The executed Work Authorizations shall become part of this Contract.

All work must be completed on or before the date specified in the Work Authorization. The Engineer shall promptly notify the County of any event which will affect completion of the Work Authorization, although such notification shall not relieve the Engineer from costs or liabilities resulting from delays in completion of the Work Authorization. Should the review times or Engineering Services take longer than shown on the Work Authorization, through no fault of Engineer, Engineer may submit a timely written request for additional time, which shall be subject to the approval of the County. Any changes in a Work Authorization shall be enacted by a written Supplemental Work Authorization before additional costs may be incurred. Any Supplemental Work Authorization must be executed by both parties within the period specified in the Work Authorization.

ARTICLE 4
CONTRACT TERM

A. Term. The Engineer is expected to complete the Engineering Services described herein in accordance with the above described Work Authorizations or any Supplemental Work Authorization related thereto. If Engineer does not perform the Engineering Services in accordance with each applicable Work Authorization or any Supplemental Work Authorization related thereto, then County shall have the right to terminate this Contract as set forth below in Article 20. So long as the County elects not to terminate this Contract, it shall continue from day to day until such time as the Engineering Services are completed in accordance with each applicable Work Authorization or any Supplemental Work Authorization related thereto. Any Engineering Services performed or costs incurred after the date of termination shall not be eligible for reimbursement. Engineer shall notify County in writing as soon as possible if he/she/it determines, or reasonably anticipates, that

the Engineering Services will not be completed in accordance with an applicable Work Authorization or any Supplemental Work Authorization related thereto.

B. Work Authorizations. Engineer acknowledges that each Work Authorization is of critical importance, and agrees to undertake all reasonably necessary efforts to expedite the performance of Engineering Services required herein so that construction of the Project will be commenced and completed as scheduled. In this regard, and subject to adjustments in a particular Work Authorization, as provided in Article 3 herein, Engineer shall proceed with sufficient qualified personnel and consultants necessary to fully and timely accomplish all Engineering Services required under this Contract in a professional manner.

C. Commencement of Engineering Services. After execution of this Contract, Engineer shall not proceed with Engineering Services until Engineer has been thoroughly briefed on the scope of the Project and has been notified in writing by the County to proceed, as provided in Article 8.

ARTICLE 5
COMPENSATION AND EXPENSES

County shall pay and Engineer agrees to accept up to the amount shown below as full compensation for the Engineering Services performed and to be performed under this Contract. The basis of compensation for the services of principals and employees engaged in the performance of the Engineering Services shall be based on the Rate Schedule set forth in the attached **Exhibit D**.

The maximum amount payable under this Contract, without modification, is **two million five hundred thousand dollars ($2,500,000.00)** (the "Compensation Cap"), provided that any amounts paid or payable shall be solely pursuant to a validly issued Work Authorization or any Supplemental Work Authorization related thereto. In no event may the aggregate amount of compensation authorized under Work Authorizations and Supplemental Work Authorizations exceed the Compensation Cap. The Compensation Cap shall be revised equitably only by written Contract Amendments executed by both parties in the event of a change the overall scope of the Engineering Services set forth in **Exhibit B**, as authorized by County.

The Compensation Cap is based upon all labor and non-labor costs estimated to be required in the performance of the Engineering Services provided for under this Contract. Should the actual costs of all labor and non-labor costs rendered under this Contract be less than the above stated Compensation Cap, then Engineer shall receive compensation for only actual fees and costs of the Engineering Services actually rendered and incurred, which may be less than the above stated Compensation Cap.

The Compensation Cap herein referenced may be adjusted for Additional Engineering Services requested and performed only if approved by a written Contract Amendment signed by both parties.

Engineer shall prepare and submit to County monthly progress reports in sufficient detail to support the progress of the Engineering Services and to support invoices requesting monthly

payment. The format for such monthly progress reports and invoices must be in a format acceptable to County. Satisfactory progress of Engineering Services shall be an absolute condition of payment.

Engineer shall be reimbursed for actual non-labor and subcontract expenses incurred in the performance of the services under this Contract at the Engineer's invoice cost. Invoices requesting reimbursement for costs and expenditures related to the Project (reimbursables) must be accompanied by copies of the provider's invoice. The copies of the provider's invoice must evidence the actual costs billed to Engineer without mark-up.

ARTICLE 6
METHOD OF PAYMENT

Payments to Engineer shall be made while Engineering Services are in progress. Engineer shall prepare and submit to County's Road Bond Program Manager, not more frequently than once per month, a progress report as referenced in Article 5 above. Such progress report shall state the percentage of completion of Engineering Services accomplished for an applicable Work Authorization or any Supplemental Work Authorization related thereto during that billing period and to date. This submittal shall also include a progress assessment report in a form acceptable to the County Auditor.

Simultaneous with submission of such progress report, Engineer shall prepare and submit one (1) original of a certified invoice to the County Auditor in a form acceptable to the County Auditor. All invoices submitted to County must, at a minimum, be accompanied by an original complete packet of supporting documentation and time sheets detailing hours worked by staff persons with a description of the work performed by such persons. For Additional Engineering Services performed pursuant to this Contract, a separate invoice or itemization of the Additional Engineering Services must be presented with the same aforementioned requirements.

Payments shall be made by County based upon Engineering Services actually provided and performed. Upon timely receipt and approval of each statement, County shall make a good faith effort to pay the amount which is due and payable within thirty (30) days of the County Auditor's receipt. County reserves the right to reasonably withhold payment pending verification of satisfactory Engineering Services performed. Engineer has the responsibility to submit proof to County, adequate and sufficient in its determination, that tasks of an applicable Work Authorization or any Supplemental Work Authorization related thereto were completed.

The certified statements shall show the total amount earned to the date of submission and shall show the amount due and payable as of the date of the current statement. Final payment does not relieve Engineer of the responsibility of correcting any errors and/or omissions resulting from his/her/its negligence.

Upon submittal of the initial invoice, Engineer shall provide the County Auditor with an Internal Revenue Form W-9, Request for Taxpayer Identification Number and Certification that is complete in compliance with the Internal Revenue Code, its rules and regulations.

ARTICLE 7
PROMPT PAYMENT POLICY

In accordance with Chapter 2251, V.T.C.A., Texas Government Code, payment to Engineer will be made within thirty (30) days of the day on which the performance of services was complete, or within thirty (30) days of the day on which the County Auditor receives a correct invoice for services, whichever is later.

Engineer may charge a late fee (fee shall not be greater than that which is permitted by Texas law) for payments not made in accordance with this prompt payment policy; however, this policy does not apply in the event:

A. There is a bona fide dispute between County and Engineer concerning the supplies, materials, or equipment delivered or the services performed that causes the payment to be late; or

B. The terms of a federal contract, grant, regulation, or statute prevent County from making a timely payment with federal funds; or

C. There is a bona fide dispute between Engineer and a subcontractor/subconsultant or between a subcontractor/subconsultant and its supplier concerning supplies, materials, or equipment delivered or the Engineering Services performed which causes the payment to be late; or

D. The invoice is not mailed to the County Auditor in strict accordance with instructions, if any, on the purchase order, or this Contract or other such contractual agreement.

The County Auditor shall document to Engineer the issues related to disputed invoices within ten (10) calendar days of receipt of such invoice. Any non-disputed invoices shall be considered correct and payable per the terms of Chapter 2251, V.T.C.A., Texas Government Code.

ARTICLE 8
COMMENCEMENT OF ENGINEERING SERVICES

The Engineer shall not proceed with any task of the Engineering Services until Engineer has been thoroughly briefed on the scope of the Project and instructed, in writing by the County, to proceed with the applicable Engineering Services. The County shall not be responsible for work performed or costs incurred by Engineer related to any task for which a Work Authorization or a Supplemental Work Authorization related thereto has not been issued and signed by both parties. Engineer shall not be required to perform any work for which a Work Authorization or a Supplemental Work Authorization related thereto has not been issued and signed by both parties.

ARTICLE 9
PROJECT TEAM

County's Designated Representative for purposes of this Contract is as follows:

BGE, Inc.
Attn: Erin Gonzales
1701 Directors Blvd, Suite 1000
Austin, TX 78744

County shall have the right, from time to time, to change the County's Designated Representative by giving Engineer written notice thereof. With respect to any action, decision or determination which is to be taken or made by County under this Contract, the County's Designated Representative may take such action or make such decision or determination or shall notify Engineer in writing of an individual responsible for and capable of taking such action, decision or determination and shall forward any communications and documentation to such individual for response or action. Actions, decisions or determinations by the County's Designated Representative on behalf of County shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this Contract, in which case, actions taken by the County's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision or determination hereunder by the County's Designated Representative shall be binding on County; *provided, however,* the County's Designated Representative shall not have any right to modify, amend or terminate this Contract, an Executed Work Authorization, an executed Supplemental Work Authorization or executed Contract Amendment. County's Designated Representative shall not have any authority to execute a Contract Amendment, Work Authorization or any Supplemental Work Authorization unless otherwise granted such authority by the Hays County Commissioners Court.

Engineer's Designated Representative for purposes of this Contract is as follows:

Stacey Benningfield
CP&Y, Inc.
13809 Research Blvd., Ste 300
Austin, TX 78750

Engineer shall have the right, from time to time, to change the Engineer's Designated Representative by giving County written notice thereof. With respect to any action, decision or determination which is to be taken or made by Engineer under this Contract, the Engineer's Designated Representative may take such action or make such decision or determination or shall notify County in writing of an individual responsible for and capable of taking such action, decision or determination and shall forward any communications and documentation to such individual for response or action. Actions, decisions or determinations by the Engineer's Designated Representative on behalf of Engineer shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this Contract, in which case, actions taken by the Engineer's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision or determination hereunder by the Engineer's Designated Representative shall be binding on Engineer. Engineer's Designated Representative shall have the right to modify, amend and execute Work Authorizations, Supplemental Work Authorizations and Contract Amendments on behalf of Engineer.

ARTICLE 10
PROGRESS EVALUATION

Engineer shall, from time to time during the progress of the Engineering Services, confer with County at County's election. Engineer shall prepare and present such information as may be pertinent and necessary, or as may be reasonably requested by County, in order for County to evaluate features of the Engineering Services. At the request of County or Engineer, conferences shall be provided at Engineer's office, the offices of County, or at other locations designated by County. When requested by County, such conferences shall also include evaluation of the Engineering Services. County may, from time to time, require Engineer to appear and provide information to the Hays County Commissioners Court.

Should County determine that the progress in Engineering Services does not satisfy an applicable Work Authorization or any Supplemental Work Authorization related thereto, then County shall review same with Engineer to determine corrective action required.

Engineer shall promptly advise County in writing of events which have or may have a significant impact upon the progress of the Engineering Services, including but not limited to the following:

A. Problems, delays, adverse conditions which may materially affect the ability to meet the objectives of an applicable Work Authorization or any Supplemental Work Authorization related thereto, or preclude the attainment of Project Engineering Services units by established time periods; and such disclosure shall be accompanied by statement of actions taken or contemplated, and County assistance needed to resolve the situation, if any; and

B. Favorable developments or events which enable meeting goals sooner than anticipated in relation to an applicable Work Authorization's or any Supplemental Work Authorization related thereto.

ARTICLE 11
SUSPENSION

Should County desire to suspend the Engineering Services, but not to terminate this Contract, then such suspension may be effected by County giving Engineer thirty (30) calendar days' verbal notification followed by written confirmation to that effect. Such thirty-day notice may be waived in writing by agreement and signature of both parties. The Engineering Services may be reinstated and resumed in full force and effect within sixty (60) days of receipt of written notice from County to resume the Engineering Services. Such sixty-day (60) notice may be waived in writing by agreement and signature of both parties. If this Contract is suspended for more than thirty (30) days, Engineer shall have the option of terminating this Contract and, in the event, Engineer shall be compensated for all Engineering Services performed and reimbursable expenses incurred, provided such Engineering Services and reimbursable expenses have been previously authorized and approved by County, to the effective date of suspension.

If County suspends the Engineering Services, the contract period as determined in Article 4, and the Work Authorization or any Supplemental Work Authorization related thereto, shall be

extended for a time period equal to the suspension period.

County assumes no liability for Engineering Services performed or costs incurred prior to the date authorized by County for Engineer to begin Engineering Services, and/or during periods when Engineering Services is suspended, and/or subsequent to the completion date.

ARTICLE 12
ADDITIONAL ENGINEERING SERVICES

If Engineer forms a reasonable opinion that any work he/she/it has been directed to perform is beyond the overall scope of this Contract, as set forth in **Exhibit B,** and as such constitutes extra work ("Additional Engineering Services"), he/she/it shall promptly notify County in writing. In the event County finds that such work does constitute Additional Engineering Services, County shall so advise Engineer and a written Contract Amendment will be executed between the parties as provided in Article 14. Any increase to the Compensation Cap due to Additional Engineering Services must be set forth in such Contract Amendment. Engineer shall not perform any proposed Additional Engineering Services nor incur any additional costs prior to the execution, by both parties, of a written Contract Amendment. Following the execution of a Contract Amendment that provides for Additional Engineering Services, a written Work Authorization, which sets forth the Additional Engineering Services to be performed, must be executed by the parties. County shall not be responsible for actions by Engineer nor for any costs incurred by Engineer relating to Additional Engineering Services not directly associated with the performance of the Engineering Services authorized in this Contract, by a fully executed Work Authorization or a fully executed Contract Amendment thereto.

ARTICLE 13
CHANGES IN COMPLETED ENGINEERING SERVICES

If County deems it necessary to request changes to previously satisfactorily completed Engineering Services or parts thereof which involve changes to the original Engineering Services or character of Engineering Services under this Contract, then Engineer shall make such revisions as requested and as directed by County. Such revisions shall be considered as Additional Engineering Services and paid for as specified under Article 12.

Engineer shall make revisions to Engineering Services authorized hereunder as are necessary to correct errors appearing therein, when required to do so by County. No additional compensation shall be due for such Engineering Services.

ARTICLE 14
CONTRACT AMENDMENTS

The terms set out in this Contract may be modified by a written fully executed Contract Amendment. Changes and modifications to a fully executed Work Authorization shall be made in the form of a Supplemental Work Authorization. To the extent that such changes or modifications to a Work Authorization do not also require modifications to the terms of this Contract (i.e. changes to the overall scope of Engineering Services set forth in **Exhibit B**,

modification of the Compensation Cap, etc.) a Contract Amendment will not be required.

ARTICLE 15
USE OF DOCUMENTS

All documents, including but not limited to drawings, specifications and data or programs stored electronically, (hereinafter referred to as "Engineering Work Products") prepared by Engineer and its subcontractors/subconsultants are related exclusively to the services described in this Contract and are intended to be used with respect to this Project. However, it is expressly understood and agreed by and between the parties hereto that all of Engineer's designs under this Contract (including but not limited to tracings, drawings, estimates, specifications, investigations, studies and other documents, completed or partially completed), shall be the property of County to be thereafter used in any lawful manner as County elects. Any such subsequent use made of documents by County shall be at County's sole risk and without liability to Engineer.

By execution of this Contract and in confirmation of the fee for services to be paid under this Contract, Engineer hereby conveys, transfers and assigns to County all rights under the Federal Copyright Act of 1976 (or any successor copyright statute), as amended, all common law copyrights and all other intellectual property rights acknowledged by law in the Project Designs and work product developed under this Contract. Copies may be retained by Engineer. Engineer shall be liable to County for any loss or damage to any such documents while they are in the possession of or while being worked upon by Engineer or anyone connected with Engineer, including agents, employees, Engineers or subcontractors/subconsultants. All documents so lost or damaged shall be replaced or restored by Engineer without cost to County.

Upon execution of this Contract, Engineer grants to County permission to reproduce Engineer's work and documents for purposes of constructing, using and maintaining the Project, provided that County shall comply with its obligations, including prompt payment of all sums when due, under this Contract. Engineer shall obtain similar permission from Engineer's subcontractors/subconsultants consistent with this Contract. If and upon the date Engineer is adjudged in default of this Contract, County is permitted to authorize other similarly credentialed design professionals to reproduce and, where permitted by law, to make changes, corrections or additions to the work and documents for the purposes of completing, using and maintaining the Project.

County shall not assign, delegate, sublicense, pledge or otherwise transfer any permission granted herein to another party without the prior written consent of Engineer. However, County shall be permitted to authorize the contractor, subcontractors and material or equipment suppliers to reproduce applicable portions of the Engineering Work Products appropriate to and for use in the execution of the Work. Submission or distribution of Engineering Work Products to meet official regulatory requirements or for similar purposes in connection with the Project is permitted. Any unauthorized use of the Engineering Work Products shall be at County's sole risk and without liability to Engineer and its Engineers.

Prior to Engineer providing to County any Engineering Work Products in electronic form or County providing to Engineer any electronic data for incorporation into the Engineering Work

Products, County and Engineer shall by separate written contract set forth the specific conditions governing the format of such Engineering Work Products or electronic data, including any special limitations not otherwise provided in this Contract. Any electronic files are provided by Engineer for the convenience of County, and use of them is at County's sole risk. In the case of any defects in electronic files or any discrepancies between them and any hardcopy of the same documents prepared by Engineer, the hardcopy shall prevail. Only printed copies of documents conveyed by Engineer shall be relied upon.

Engineer shall have no liability for changes made to the drawings by other engineers subsequent to the completion of the Project. Any such change shall be sealed by the engineer making that change and shall be appropriately marked to reflect what was changed or modified.

ARTICLE 16
PERSONNEL, EQUIPMENT AND MATERIAL

Engineer shall furnish and maintain, at its own expense, quarters for the performance of all Engineering Services, and adequate and sufficient personnel and equipment to perform the Engineering Services as required. All employees of Engineer shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of Engineer who, in the reasonable opinion of County, is incompetent or whose conduct becomes detrimental to the Engineering Services shall immediately be removed from association with the Project when so instructed by County. Engineer certifies that it presently has adequate qualified personnel in its employment for performance of the Engineering Services required under this Contract, or will obtain such personnel from sources other than County. Engineer may not change the Project Manager without prior written consent of County.

ARTICLE 17
SUBCONTRACTING

Engineer shall not assign, subcontract or transfer any portion of the Engineering Services under this Contract without prior written approval from County. All subcontracts shall include the provisions required in this Contract. No subcontract shall relieve Engineer of any responsibilities under this Contract.

ARTICLE 18
REVIEW OF ENGINEERING SERVICES

Engineer's Engineering Services will be reviewed by County under its applicable technical requirements and procedures.

A. Completion. Reports, plans, specifications, and supporting documents shall be submitted by Engineer on or before the dates specified in the applicable Work Authorization or

Supplemental Work Authorization related thereto. Upon receipt of same, the submission shall be checked for completion. "Completion" or "Complete" shall be defined as all of the required items, as set out in the applicable Work Authorization, have been included in compliance with the requirements of this Contract. The completeness of any Engineering Services submitted to County shall be determined by County within thirty (30) days of such submittal and County shall notify Engineer in writing within such thirty (30) day period if such Engineering Services have been found to be incomplete. If the submission is Complete, County shall notify Engineer and County's technical review process will begin.

If the submission is not Complete, County shall notify Engineer, who shall perform such professional services as are required to complete the Engineering Services and resubmit it to County. This process shall be repeated until a submission is Complete.

B. Acceptance. County shall review the completed Engineering Services for compliance with this Contract. If necessary, the completed Engineering Services shall be returned to Engineer, who shall perform any required Engineering Services and resubmit it to County. This process shall be repeated until the Engineering Services are Accepted. "Acceptance" or "Accepted" shall mean that in the County's reasonable opinion, substantial compliance with the requirements of this Contract has been achieved.

C. Final Approval. After Acceptance, Engineer shall perform any required modifications, changes, alterations, corrections, redesigns, and additional work necessary to receive Final Approval by the County. "Final Approval" in this sense shall mean formal recognition that the Engineering Services have been fully carried out.

D. Errors and Omissions. After Final Approval, Engineer shall, without additional compensation, perform any work required as a result of Engineer's development of the work which is found to be in error or omission due to Engineer's negligence. However, any work required or occasioned for the convenience of County after Final Approval shall be paid for as Additional Engineering Services.

E. Disputes Over Classifications. In the event of any dispute over the classification of Engineer's Engineering Services as Complete, Accepted, or having attained Final Approved under this Contract, the decision of the County shall be final and binding on Engineer, subject to any civil remedy or determination otherwise available to the parties and deemed appropriate by the parties.

F. County's Reliance on Engineer. ENGINEER'S DUTIES AS SET FORTH HEREIN SHALL AT NO TIME BE IN ANY WAY DIMINISHED BY REASON OF ANY REVIEW, EVALUATION OR APPROVAL BY THE COUNTY NOR SHALL THE ENGINEER BE RELEASED FROM ANY LIABILITY BY REASON OF SUCH REVIEW, EVALUATION OR APPROVAL BY THE COUNTY, IT BEING UNDERSTOOD THAT THE COUNTY AT ALL TIMES IS ULTIMATELY RELYING UPON THE ENGINEER'S SKILL, ABILITY AND KNOWLEDGE IN PERFORMING THE ENGINEERING SERVICES REQUIRED HEREUNDER.

ARTICLE 19

VIOLATION OF CONTRACT TERMS/BREACH OF CONTRACT

Violation of contract terms or breach of contract by Engineer shall be grounds for termination of this Contract, and any increased costs arising from Engineer's default, breach of contract, or violation of contract terms shall be paid by Engineer.

ARTICLE 20
TERMINATION

This Contract may be terminated as set forth below.

A. By mutual agreement and consent, in writing, of both parties.

B. By County, by notice in writing to Engineer, as a consequence of failure by Engineer to perform the Engineering Services set forth herein in a satisfactory manner.

C. By either party, upon the failure of the other party to fulfill its obligations as set forth herein.

D. By County, for reasons of its own and not subject to the mutual consent of Engineer, upon not less than thirty (30) days' written notice to Engineer.

E. By satisfactory completion of all Engineering Services and obligations described herein.

Should County terminate this Contract as herein provided, no fees other than fees due and payable at the time of termination plus reimbursable expenses incurred shall thereafter be paid to Engineer. In determining the value of the Engineering Services performed by Engineer prior to termination, County shall be the sole judge. Compensation for Engineering Services at termination will be based on a percentage of the Engineering Services completed at that time. Should County terminate this Contract under Subsection (D) immediately above, then the amount charged during the thirty-day notice period shall not exceed the amount charged during the preceding thirty (30) days.

If Engineer defaults in the performance of this Contract or if County terminates this Contract for fault on the part of Engineer, then County shall give consideration to the actual costs incurred by Engineer in performing the Engineering Services to the date of default, the amount of Engineering Services required which was satisfactorily completed to date of default, the value of the Engineering Services which are usable to County, the cost to County of employing another firm to complete the Engineering Services required and the time required to do so, and other factors which affect the value to County of the Engineering Services performed at the time of default.

The termination of this Contract and payment of an amount in settlement as prescribed above shall extinguish all rights, duties, and obligations of County under this Contract. If the termination of this Contract is due to the failure of Engineer to fulfill his/her/its contractual obligations, then County may take over the Project and prosecute the Engineering Services to completion. In such case, Engineer shall be liable to County for any additional and reasonable costs incurred by County.

Engineer shall be responsible for the settlement of all contractual and administrative issues arising out of any procurements made by Engineer in support of the Engineering Services under this Contract.

ARTICLE 21
COMPLIANCE WITH LAWS

A. Compliance. Engineer shall comply with all applicable federal, state and local laws, statutes, codes, ordinances, rules and regulations, and the orders and decrees of any court, or administrative bodies or tribunals in any manner affecting the performance of this Contract, including without limitation, minimum/maximum salary and wage statutes and regulations, and licensing laws and regulations. Engineer shall furnish County with satisfactory proof of his/her/its compliance.

Engineer shall further obtain all permits and licenses required in the performance of the Engineering Services contracted for herein.

B. Taxes. Engineer will pay all taxes, if any, required by law arising by virtue of the Engineering Services performed hereunder. County is qualified for exemption pursuant to the provisions of Section 151.309 of the Texas Limited Sales, Excise, and Use Tax Act.

ARTICLE 22
INDEMNIFICATION

ENGINEER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM AND AGAINST ANY AND ALL LIABILITIES, LOSSES, PENALTIES, JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM A NEGLIGENT ACT OR OMISSION, NEGLIGENCE, OR INTENTIONAL TORT COMMITTED BY ENGINEER, ENGINEER'S EMPLOYEES, AGENTS, OR ANY OTHER PERSON OR ENTITY UNDER CONTRACT WITH ENGINEER INCLUDING, WITHOUT LIMITATION, ENGINEER'S SUBCONSULTANTS, OR ANY OTHER ENTITY OVER WHICH ENGINEER EXERCISES CONTROL.

ENGINEER FURTHER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM ANY AND ALL LIABILITIES, LOSSES, PENALTIES, JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM ENGINEER'S FAILURE TO PAY ENGINEER'S EMPLOYEES, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, IN CONNECTION WITH ANY OF THE WORK PERFORMED OR TO BE PERFORMED UNDER THIS CONTRACT BY ENGINEER.

ENGINEER FURTHER AGREES TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM ANY AND ALL LIABILITIES, LOSSES, PENALTIES, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM THE INFRINGEMENT OF ANY INTELLECTUAL PROPERTY ARISING OUT

OF THE USE OF ANY PLANS, DESIGN, DRAWINGS, OR SPECIFICATIONS FURNISHED BY ENGINEER IN THE PERFORMANCE OF THIS CONTRACT.

THE LIMITS OF INSURANCE REQUIRED IN THIS CONTRACT AND/OR THE CONTRACT DOCUMENTS SHALL NOT LIMIT ENGINEER'S OBLIGATIONS UNDER THIS SECTION. THE TERMS AND CONDITIONS CONTAINED IN THIS SECTION SHALL SURVIVE THE TERMINATION OF THE CONTRACT AND/OR CONTRACT DOCUMENTS OR THE SUSPENSION OF THE WORK HEREUNDER. TO THE EXTENT THAT ANY LIABILITIES, PENALTIES, DEMANDS, CLAIMS, LAWSUITS, LOSSES, DAMAGES, COSTS AND EXPENSES ARE CAUSED IN PART BY THE ACTS OF THE COUNTY OR THIRD PARTIES FOR WHOM ENGINEER IS NOT LEGALLY LIABLE, ENGINEER'S OBLIGATIONS SHALL BE IN PROPORTION TO ENGINEER'S FAULT. THE OBLIGATIONS HEREIN SHALL ALSO EXTEND TO ANY ACTIONS BY THE COUNTY TO ENFORCE THIS INDEMNITY OBLIGATION.

IN THE EVENT THAT CONTRACTORS INITIATE LITIGATION AGAINST THE COUNTY IN WHICH THE CONTRACTOR ALLEGES DAMAGES AS A RESULT OF ANY NEGLIGENT ACTS, ERRORS OR OMISSIONS OF ENGINEER, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH ENGINEER EXERCISES CONTROL, INCLUDING, BUT NOT LIMITED TO, DEFECTS, ERRORS, OR OMISSIONS, THEN THE COUNTY SHALL HAVE THE RIGHT TO JOIN ENGINEER IN ANY SUCH PROCEEDINGS AT THE COUNTY'S COST. ENGINEER SHALL ALSO HOLD THE COUNTY HARMLESS AND INDEMNIFY THE COUNTY TO THE EXTENT THAT ENGINEER, ANY OF ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH ENGINEER EXERCISES CONTROL, CAUSED SUCH DAMAGES TO CONTRACTOR, INCLUDING ANY AND ALL COSTS AND ATTORNEYS' FEES INCURRED BY THE COUNTY IN CONNECTION WITH THE DEFENSE OF ANY CLAIMS WHERE ENGINEER, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH ENGINEER EXERCISES CONTROL, ARE ADJUDICATED AT FAULT.

ARTICLE 23
ENGINEER'S RESPONSIBILITIES

Engineer shall be responsible for the accuracy of his/her/its Engineering Services and shall promptly make necessary revisions or corrections to its work product resulting from errors, omissions, or negligent acts, and same shall be done without compensation. County shall determine Engineer's responsibilities for all questions arising from design errors and/or omissions, subject to the dispute resolution provisions of Article 33. Engineer shall not be relieved of responsibility for subsequent correction of any such errors or omissions in its work product, or for clarification of any ambiguities until after the construction phase of the Project has been completed.

ARTICLE 24
ENGINEER'S SEAL

The responsible engineer shall sign, seal and date all appropriate engineering submissions to County in accordance with the Texas Engineering Practice Act and the rules of the State Board

of Registration for Professional Engineers.

ARTICLE 25
INSURANCE

Engineer must comply with the following insurance requirements at all times during this Contract:

A. Coverage Limits. Engineer, at Engineer's sole cost, shall purchase and maintain during the entire term while this Contract is in effect the following insurance:

1. Worker's Compensation in accordance with statutory requirements.
2. Commercial General Liability Insurance with a combined minimum Bodily Injury and Property Damage limits of $1,000,000.00 per occurrence and $2,000,000.00 in the aggregate.
3. Automobile Liability Insurance for all owned, non-owned, and hired vehicles with combined minimum limits for Bodily Injury and Property Damage limits of $500,000.00 per occurrence and $1,000,000.00 in the aggregate.
4. Professional Liability Errors and Omissions Insurance in the amount of $2,000,000.00 per claim.

B. Additional Insureds; Waiver of Subrogation. County, its directors, officers and employees shall be added as additional insureds under policies listed under (2) and (3) above, and on those policies where County, its directors, officers and employees are additional insureds, such insurance shall be primary and any insurance maintained by County shall be excess and not contribute with it. Such policies shall also include waivers of subrogation in favor of County.

C. Premiums and Deductible. Engineer shall be responsible for payment of premiums for all of the insurance coverages required under this section. Engineer further agrees that for each claim, suit or action made against insurance provided hereunder, with respect to all matters for which the Engineer is responsible hereunder, Engineer shall be solely responsible for all deductibles and self-insured retentions. Any deductibles or self-insured retentions over $50,000 in the Engineer's insurance must be declared and approved in writing by County in advance.

D. Commencement of Work. Engineer shall not commence any field work under this Contract until he/she/it has obtained all required insurance and such insurance has been approved by County. As further set out below, Engineer shall not allow any subcontractor/subconsultant(s) to commence work to be performed in connection with this Contract until all required insurance has been obtained and approved and such approval shall not be unreasonably withheld. Approval of the insurance by County shall not relieve or decrease the liability of Engineer hereunder.

E. Insurance Company Rating. The required insurance must be written by a company approved to do business in the State or Texas with a financial standing of at least an A-rating, as reflected in Best's insurance ratings or by a similar rating system recognized within the insurance industry at the time the policy is issued.

F. Certification of Coverage. Engineer shall furnish County with a certification of coverage issued by the insurer. Engineer shall not cause any insurance to be canceled nor permit any insurance to lapse. **In addition to any other notification requires set forth hereunder, Engineer shall also notify County, within twenty-four (24) hours of receipt, of any notices of expiration, cancellation, non-renewal, or material change in coverage it receives from its insurer.**

G. No Arbitration. It is the intention of the County and agreed to and hereby acknowledged by the Engineer, that no provision of this Contract shall be construed to require the County to submit to mandatory arbitration in the settlement of any claim, cause of action or dispute, except as specifically required in direct connection with an insurance claim or threat of claim under an insurance policy required hereunder or as may be required by law or a court of law with jurisdiction over the provisions of this Contract.

H. Subcontractor/Subconsultant's Insurance. Without limiting any of the other obligations or liabilities of Engineer, Engineer shall require each subcontractor/subconsultant performing work under this Contract (to the extent a subcontractor/subconsultant is allowed by County) to maintain during the term of this Contract, at the subcontractor/subconsultant's own expense, the same stipulated minimum insurance required in this Article above, including the required provisions and additional policy conditions as shown below in this Article.

Engineer shall obtain and monitor the certificates of insurance from each subcontractor/subconsultant in order to assure compliance with the insurance requirements. Engineer must retain the certificates of insurance for the duration of this Contract, and shall have the responsibility of enforcing these insurance requirements among its subcontractor/subconsultants. County shall be entitled, upon request and without expense, to receive copies of these certificates of insurance.

I. Insurance Policy Endorsements. Each insurance policy shall include the following conditions by endorsement to the policy:

1. County shall be notified thirty (30) days prior to the expiration, cancellation, non-renewal or any material change in coverage, and such notice thereof shall be given to County by certified mail to:

   Hays County Auditor
   c/o: Vickie G. Dorsett
   712 S. Stagecoach Trail, Suite 1071
   San Marcos, Texas 78666

   with copy to: BGE, Inc.
   1701 Directors Blvd, Suite 1000
   Austin, TX 78744
   Attn: Erin Gonzales

2. The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County, to any such future coverage, or to County's Self-Insured Retentions of whatever nature.

J. Cost of Insurance. The cost of all insurance required herein to be secured and maintained by Engineer shall be borne solely by Engineer, with certificates of insurance evidencing such minimum coverage in force to be filed with County. Such Certificates of Insurance are evidenced as **Exhibit E** herein entitled "Certificates of Insurance."

ARTICLE 26
COPYRIGHTS

County shall have the royalty-free, nonexclusive and irrevocable right to reproduce, publish or otherwise use, and to authorize others to use, any reports developed by Engineer for governmental purposes.

ARTICLE 27
SUCCESSORS AND ASSIGNS

This Contract shall be binding upon and inure to the benefit of the parties hereto, their successors, lawful assigns, and legal representatives. Engineer may not assign, sublet or transfer any interest in this Contract, in whole or in part, by operation of law or otherwise, without obtaining the prior written consent of County.

ARTICLE 28
SEVERABILITY

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

ARTICLE 29
PRIOR AGREEMENTS SUPERSEDED

This Contract constitutes the sole agreement of the parties hereto, and supersedes any prior understandings or written or oral contracts between the parties respecting the subject matter defined herein. This Contract may only be amended or supplemented by mutual agreement of the parties hereto in writing.

ARTICLE 30
ENGINEER'S ACCOUNTING RECORDS

Engineer agrees to maintain, for a period of three (3) years after final payment under this Contract, detailed records identifying each individual performing the Engineering Services, the

date or dates the services were performed, the applicable hourly rates, the total amount billed for each individual and the total amount billed for all persons, records of reimbursable costs and expenses of other providers and provide such other details as may be requested by the County Auditor for verification purposes. Engineer agrees that County or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Contract, have access to and the right to examine and photocopy any and all books, documents, papers and records of Engineer which are directly pertinent to the services to be performed under this Contract for the purposes of making audits, examinations, excerpts, and transcriptions. Engineer further agrees that County shall have access during normal working hours to all necessary Engineer facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. County shall give Engineer reasonable advance notice of intended audits.

ARTICLE 31
NOTICES

All notices to either party by the other required under this Contract shall be personally delivered or mailed to such party at the following respective addresses:

County: Hays County Judge
111 E. San Antonio Street, Suite 300
San Marcos, Texas 78666

and to: Office of General Counsel
Hays County
111 E. San Antonio Street, Room 202
San Marcos, Texas 78666

and to: BGE, Inc.
1701 Directors Blvd, Suite 1000
Austin, TX 78744
Attn: Erin Gonzales

Engineer: **Stacey Benningfield**
CP&Y, Inc.
13809 Research Blvd., Ste 300
Austin, TX 78750

ARTICLE 32
GENERAL PROVISIONS

A. Time is of the Essence. Subject to Article 3 hereof, Engineer understands and agrees that time is of the essence and that any failure of Engineer to complete the Engineering Services for each phase of this Contract within the agreed work schedule set out in the applicable

Work Authorization may constitute a material breach of this Contract. Engineer shall be fully responsible for his/her/its delays or for failures to use his/her/its reasonable efforts in accordance with the terms of this Contract and the Engineer's standard of performance as defined herein. Where damage is caused to County due to Engineer's negligent failure to perform County may accordingly withhold, to the extent of such damage, Engineer's payments hereunder without waiver of any of County's additional legal rights or remedies.

B. Force Majeure. Neither County nor Engineer shall be deemed in violation of this Contract if prevented from performing any of their obligations hereunder by reasons for which they are not responsible or circumstances beyond their control. However, notice of such impediment or delay in performance must be timely given, and all reasonable efforts undertaken to mitigate its effects.

C. Enforcement and Venue. This Contract shall be enforceable in San Marcos, Hays County, Texas, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein, exclusive venue for same shall lie in Hays County, Texas. This Contract shall be governed by and construed in accordance with the laws and court decisions of the State of Texas excluding, however, its choice of law rules.

D. Standard of Performance. The standard of care for all professional engineering, consulting and related services performed or furnished by Engineer and its employees under this Contract will be the care and skill ordinarily used by members of Engineer's profession practicing under the same or similar circumstances at the same time and in the same locality.

E. Opinion of Probable Cost. Any opinions of probable Project cost or probable construction cost provided by Engineer are made on the basis of information available to Engineer and on the basis of Engineer's experience and qualifications and represents its judgment as an experienced and qualified professional engineer. However, since Engineer has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s') methods of determining prices, or over competitive bidding or market conditions, Engineer does not guarantee that proposals, bids or actual Project or construction cost will not vary from opinions of probable cost Engineer prepares.

F. Opinions and Determinations. Where the terms of this Contract provide for action to be based upon opinion, judgment, approval, review, or determination of either party hereto, such terms are not intended to be and shall never be construed as permitting such opinion, judgment, approval, review, or determination to be arbitrary, capricious, or unreasonable.

G. Reports of Accidents. Within 24 hours after Engineer becomes aware of the occurrence of any accident or other event which results in, or might result in, injury to the person or property of any third person (other than an employee of the Engineer), whether or not it results from or involves any action or failure to act by the Engineer or any employee or agent of the Engineer and which arises in any manner from the performance of this Contract, the Engineer shall send a written report of such accident or other event to the County, setting forth a full and concise statement of the facts pertaining thereto. The Engineer shall also immediately send the County a copy of any summons, subpoena, notice, or other documents served upon the Engineer,

its agents, employees, or representatives, or received by it or them, in connection with any matter before any court arising in any manner from the Engineer's performance of work under this Contract.

H. Gender, Number and Headings. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires. The headings and section numbers are for convenience only and shall not be considered in interpreting or construing this Contract.

I. Construction. Each party hereto acknowledges that it and its counsel have reviewed this Contract and that the normal rules of construction are not applicable and there will be no presumption that any ambiguities will be resolved against the drafting party in the interpretation of this Contract.

J. Independent Contractor Relationship. Both parties hereto, in the performance of this Contract, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.

K. No Waiver of Immunities. Nothing in this Contract shall be deemed to waive, modify or amend any legal defense available at law or in equity to County, its past or present officers, employees, or agents or employees, nor to create any legal rights or claim on behalf of any third party. County does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

L. Texas Public Information Act. To the extent, if any, that any provision in this Contract is in conflict with Tex. Gov't Code 552.001 et seq., as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood and agreed that County, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any items or data furnished to County as to whether or not the same are available to the public. It is further understood that County's officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that County, its officers and employees shall have no liability or obligation to any party hereto for the disclosure to the public, or to any person or persons, of any items or data furnished to County by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

M. Governing Terms and Conditions. If there is an irreconcilable conflict between the terms and conditions set forth in this Contract or any Contract Amendment and the terms and conditions set forth in any Exhibit, Appendix, Work Authorization or Supplemental Work Authorization to this Contract, the terms and conditions set forth in this Contract or any Contract Amendment shall control over the terms and conditions set forth in any Exhibit, Appendix, Work Authorization or Supplemental Work Authorization to this Contract.

N. Meaning of Day. For purposes of this Contract, all references to a "day" or "days" shall mean a calendar day or calendar days.

O. Appropriation of Funds by County. County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Contract. Engineer understands and agrees that County's payment of amounts under this Contract is contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to continue to make payments under this Contract. It is further understood and agreed by Engineer that County shall have the right to terminate this Contract at the end of any County fiscal year if the governing body of County does not appropriate sufficient funds as determined by County's budget for the fiscal year in question. County may effect such termination by giving written notice of termination to Engineer.

ARTICLE 33
DISPUTE RESOLUTION

Except as otherwise specifically set forth herein, County and Engineer shall work together in good faith to resolve any controversy, dispute or claim between them which arises out of or relates to this Contract, whether stated in tort, contract, statute, claim for benefits, bad faith, professional liability or otherwise ("Claim"). If the parties are unable to resolve the Claim within thirty (30) days following the date in which one party sent written notice of the Claim to the other party, and if a party wishes to pursue the Claim, such Claim shall be addressed through non-binding mediation. A single mediator engaged in the practice of law, who is knowledgeable about subject matter of this Contract, shall be selected by agreement of the parties and serve as the mediator. Any mediation under this Contract shall be conducted in Hays County, Texas. The mediator's fees shall be borne equally between the parties. Such non-binding mediation is a condition precedent to seeking redress in a court of competent jurisdiction, but this provision shall not preclude either party from filing a lawsuit in a court of competent jurisdiction prior to completing a mediation if necessary to preserve the statute of limitations, in which case such lawsuit shall be stayed pending completion of the mediation process contemplated herein. This provision shall survive the termination of the Contract.

ARTICLE 34
EQUAL OPPORTUNITY IN EMPLOYMENT

During the performance of this Contract and to the extent the Project is a federally funded project, Engineer, for itself, its assignees and successors in interest agrees as follows:

A. Compliance with Regulations. The Engineer shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Contract.

B. Nondiscrimination. The Engineer, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors/subconsultants, including procurements of materials and leases of equipment. The Engineer shall not participate either directly or indirectly in the discrimination

prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

C. Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the Engineer for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor/subconsultant or supplier shall be notified by the Engineer of the Engineer's obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

D. Information and Reports. The Engineer shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the County (referred to in this Article as the "Recipient") or the Texas Department of Transportation to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the Engineer shall so certify to the Recipient, or the Texas Department of Transportation as appropriate, and shall set forth what efforts it has made to obtain the information.

E. Sanctions for Noncompliance. In the event of the Engineer's noncompliance with the nondiscrimination provisions of this contract, the Recipient shall impose such contract sanctions as it or the Texas Department of Transportation may determine to be appropriate, including, but not limited to:

1. withholding of payments to the Engineer under the contract until the Engineer complies, and/or;
2. cancellation, termination or suspension of the Contract, in whole or in part.

F. Incorporation of Provisions. The Engineer shall include the provisions of Subsections (A) through (F) above in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Engineer shall take such action with respect to any subcontract or procurement as the Recipient or the Texas Department of Transportation may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor/subconsultant or supplier as a result of such direction, the Engineer may request the Recipient to enter into such litigation to protect the interests of the Recipient, and, in addition, the Engineer may request the United States to enter into such litigation to protect the interests of the United States.

SIGNATORY WARRANTY

The undersigned signatory for Engineer hereby represents and warrants that the signatory is an officer of the organization for which he/she has executed this Contract and that he/she has full and complete authority to enter into this Contract on behalf of the firm. The above-stated representations and warranties are made for the purpose of inducing County to enter into this Contract.

IN WITNESS WHEREOF, County has caused this Contract to be signed in its name by its duly authorized County Judge, as has Engineer, signing by and through its duly authorized representative(s), thereby binding the parties hereto, their successors, assigns and representatives for the faithful and full performance of the terms and provisions hereof, to be effective as of the date of the last party's execution below. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND, TERMINATE OR MODIFY THIS CONTRACT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE HAYS COUNTY COMMISSIONERS COURT.

COUNTY

HAYS COUNTY, TEXAS

By: _____
Ruben Becerra, County Judge

Date: _____ ____, 20_____

ENGINEER

CP&Y, Inc.

By: _____

Printed Name: **J. J. Rooms**

Title: **President**

Date: **August 11**, 2022

LIST OF EXHIBITS ATTACHED

(1) **Exhibit A** Debarment Certification

(2) **Exhibit B** Engineering Services

(3) **Exhibit C** Work Authorization

(4) **Exhibit D** Rate Schedule

(5) **Exhibit E** Certificates of Insurance

EXHIBIT A
DEBARMENT CERTIFICATION

STATE OF TEXAS §
§
COUNTY OF HAYS §

I, the undersigned, being duly sworn or under penalty of perjury under the laws of the United States and the State of Texas, certifies that Engineer and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency:

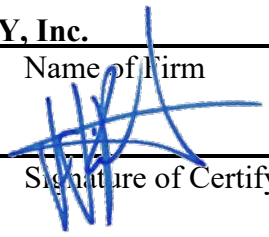
(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public* transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity* with commission of any of the offenses enumerated in paragraph (1)(b) of this certification;

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions* terminated for cause or default; and

(e) Have not been disciplined or issued a formal reprimand by any State agency for professional accreditation within the past three years.

CP&Y, Inc.
Name of Firm



Signature of Certifying Official

J.J. Roohms
Printed Name of Certifying Official

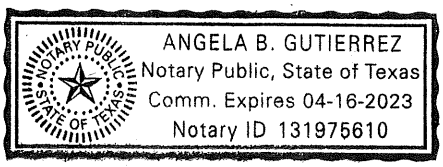
President
Title of Certifying Official

August 11, 2022
Date

(2) Where the PROVIDER is unable to certify to any of the statements in this certification, such PROVIDER shall attach an explanation to this certification.

* federal, state, or local

SUBSCRIBED and sworn to before me the undersigned authority by J.J. Roohms the President of CP&Y, Inc. on behalf of said firm.



Angela B. Gutierrez
Notary Public in and for the
State of Texas

My commission expires: 04/16/2023

EXHIBIT B

ENGINEERING SERVICES

EXHIBIT B
SERVICES TO BE PROVIDED BY THE ENGINEER
FOR SH 45 SW GAP

1. PROJECT DESCRIPTION

State Highway (SH) 45 has been envisioned as a key component of the regional transportation plan for many years. As an element of the State Highway System, SH 45 currently extends from Ranch-to-Market Road (RM) 1826 (in Travis County), south and west into Hays County, where it terminates at Farm-to-Market Road (FM) 1626. Another segment of SH 45 begins at I-35 and extends to the east. The result is a connectivity gap between FM 1626 and I-35, primarily in Hays County. Hays County (local sponsor), and its partners, desire to complete the missing section of SH 45. To that end, work performed under this contract includes preliminary engineering, travel demand modeling, environmental investigations, public involvement, and alternatives development/evaluation necessary to identify a locally preferred route option.

The overarching objective of this effort is to position the project to move seamlessly from the current pre-National Environmental Policy Act (NEPA) studies and investigations to future NEPA studies and investigations by building upon the work completed under this contract – including public involvement, alternatives development/analysis, identification of the locally preferred route option, and 30% design schematic. Once identified, intent is for the locally preferred route option (and associated 30% schematic) to become the starting point for the NEPA process.

The Engineer shall designate a Project Manager who shall be responsible throughout the project for project management and all communications with the County and TxDOT.

EXHIBIT C

WORK AUTHORIZATION

WORK AUTHORIZATION NO. _____
PROJECT: _____

This Work Authorization is made pursuant to the terms and conditions of the Hays County Contract for Engineering Services, being dated _____ ____, 20____ and entered into by and between Hays County, Texas, a political subdivision of the State of Texas, (the "County") and _____ (the "Engineer").

Part1. The Engineer will provide the following Engineering Services set forth in Attachment "B" of this Work Authorization.

Part 2. The maximum amount payable for services under this Work Authorization without modification is _____.

Part 3. Payment to the Engineer for the services established under this Work Authorization shall be made in accordance with the Contract.

Part 4. This Work Authorization shall become effective on the date of final acceptance and full execution of the parties hereto and shall terminate on _____ ____, 20_____. The Engineering Services set forth in Attachment "B" of this Work Authorization shall be fully completed on or before said date unless extended by a Supplemental Work Authorization.

Part 5. This Work Authorization does not waive the parties' responsibilities and obligations provided under the Contract.

Part 6. County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Work Authorization. Engineer understands and agrees that County's payment of amounts under this Work Authorization is contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to continue to make payments under this Contract. It is further understood and agreed by Engineer that County shall have the right to terminate this Contract at the end of any County fiscal year if the governing body of County does not appropriate sufficient funds as determined by County's budget for the fiscal year in question. County may effect such termination by giving written notice of termination to Engineer.

Part 7. This Work Authorization is hereby accepted and acknowledged below.

EXECUTED this ____ day of _____, 20___.

ENGINEER:	COUNTY:
CP&Y, Inc.	Hays County, Texas
By:_____	By:_____
Signature	Signature
_____	_____
Printed Name	Printed Name
_____	_____
Title	Title

LIST OF ATTACHMENTS

Attachment A - Services to be Provided by County

Attachment B - Services to be Provided by Engineer

Attachment C - Work Schedule

Attachment D - Fee Schedule

EXHIBIT D

Fee/Rate Schedule

FEE SCHEDULE SHALL BE INSERTED AT THE TIME OF AGREEMENT/CONTRACT EXECUTION

EXHIBIT E

CERTIFICATES OF INSURANCE

ATTACHED BEHIND THIS PAGE

Client#: 350843 STVGROUP

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 7/28/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Conner Strong & Buckelew
PO Box 99106
Camden, NJ 08101
877 861-3220

CONTACT NAME: Alec Simhony
PHONE (A/C, No, Ext): 856-479-2201 **FAX (A/C, No):**
E-MAIL ADDRESS: asimhony@connerstrong.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Underwriters At Lloyds	085202
INSURER B : National Union Fire Insurance Co.	19445
INSURER C : XL Insurance America, Inc.	24554
INSURER D : New Hampshire Ins. Co.	23841
INSURER E : Starr Surplus Lines Ins. Co.	13604
INSURER F :	

INSURED
CP&Y, Inc.
1820 Regal Row, Suite 200
Dallas, Texas 75235

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY	X	X	GLL1064903	04/01/2022	04/01/2023	EACH OCCURRENCE	$2,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$100,000
	X $10,000,000						MED EXP (Any one person)	$5,000
							PERSONAL & ADV INJURY	$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$4,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$4,000,000
	OTHER:							$
B	AUTOMOBILE LIABILITY	X	X	CA4489616 (AOS)	04/01/2022	04/01/2023	COMBINED SINGLE LIMIT (Ea accident)	$2,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY			$250 COMP DED			PROPERTY DAMAGE (Per accident)	$
				$500 COLL DED			Med Expense	$5,000
C	UMBRELLA LIAB X OCCUR	X	X	US00083352LI22A	04/01/2022	04/01/2023	EACH OCCURRENCE	$5,000,000
	X EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$5,000,000
	DED RETENTION $							$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		X	015893609 (AOS)	04/01/2022	04/01/2023	X PER STATUTE / OTH-ER	
D	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N: N (N / A) (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			015893610 (CA)	04/01/2022	04/01/2023	E.L. EACH ACCIDENT	$1,000,000
							E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000
E	Professional Liability			1000633951221	04/01/2022	04/01/2023	Per Claim: $5,000,000 Aggregate: $5,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

1. Property Coverage: (Including Blanket Limit)
Policy #: MXI93088686 / Policy Term: 4/1/2022 - 4/1/2023
Insurance Carrier: AGCS Marine Insurance Company (Allianz Global Corporate & Specialty) / NAIC#: 22837
Blanket Limit: $25,000,000; Real, BPP & BI/EE
Valuable Papers Limits: $25,000,000 (included in blanket)
(See Attached Descriptions)

CERTIFICATE HOLDER

Hays County
111 E. San Antonio, Suite 300
San Marcos, TX 78666

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

W. Mark Raymond

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DESCRIPTIONS (Continued from Page 1)

All Risk Coverage - Agreed Value
Leased / Rented / Borrowed Equipment from Others Sublimit: $100,000

2. Contractor's Pollution Liability:
Policy #: 03106092 / Policy Term: 4/1/2022 - 4/1/2023
Insurance Carrier: Allied World Assurance Company (U.S.) Inc. / NAIC#: 19489
Per Pollution Condition: $5,000,000
Aggregate Limit: $5,000,000

3. The Captioned Commercial General Liability Policy includes the following coverage:
a. XCU
b. Contractual Liability
c. Contractual Liability - Railroads is included by amending the definition of an "Insured Contract" when working within 50ft of a Railroad (CG 24 17 10 01)

4. The Captioned Workers Compensation & Employers Liability coverage includes the following coverage on an if any basis:
a. USL&H
b. Maritime
c. FELA

5. The captioned Workers Compensation Policy includes Employers Liability / Stop GAP Coverage for the following states subject to the following limits:
1. North Dakota
2. Washington
3. Wyoming
4. Ohio

Limits:
1. $1,000,000 Employers Liability - Each Accident
2. $1,000,000 Employers Liability - Disease - Each Employee
3. $1,000,000 Employers Liability - Disease - Policy Limit

6. A Waiver of Subrogation is provided in favor of the Additional Insureds under the captioned Commercial General Liability, Business Automobile Liability, Commercial Excess Liability, Workers Compensation & Employers Liability and Contractor's Pollution Liability Coverages if required by written contract & permitted by state law.

7. The captioned Commercial Excess Liability policy is following form of the Commercial General Liability, Automobile Liability, and Employers Liability Policies.

8. 30 Days Notice of Cancellation and Non-Renewal, 10 Days Notice in the event of Non-Payment of Premium, will be provided subject to the terms and conditions of the policy.

Project Name: Hays County SH 45SW Gap

CP&Y Project Number: HAYC2100703.00

The County is included as a co-insured on the above captioned Commercial General Liability coverage if required by written contract.

CODE OF ETHICS FOR HAYS COUNTY

Public employment is a public trust. It is the policy of Hays County to promote and balance the objective of protecting government integrity and the objective of facilitating the recruitment and retention of personnel needed by Hays County. Such a policy implemented by prescribing essential standards of ethical conduct without creating unnecessary obstacles to entering public services.

Public servants must discharge their duties impartially so as to assure fair competitive access to governmental procurement by responsible contractors. Moreover, they should conduct themselves in such a manner as to foster public confidence in the integrity of the Hays County procurement organization.

To achieve the purpose of this article, it is essential that those doing business with Hays County also observe the ethical standards prescribed here.

1. It shall be a breach of ethics to attempt to influence any public employee, elected official or department head to breach the standards of ethical conduct set forth in this code.

2. It shall be a breach of ethics for any employee of Hays County or a vendor doing business with the county to participate directly or indirectly in a procurement when the employee or vendor knows that:

   A. The employee or any member of the employee's immediate family, or household has a substantial financial interest pertaining to the procurement. This means ownership of 10% or more of the company involved and/or ownership of stock or other interest or such valued at $2500.00 or more.

   B. A business or organization in which the employee, or any member of the employee's immediate family, has a financial interest pertaining to the procurement.

   C. Gratuities: It shall be a breach of ethics to offer, give or agree to give any employee of Hays County or for any employee to solicit, demand, accept or agree to accept from a vendor, a gratuity of consequence or any offer of employment in connection with any decision approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or controversy, any particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before this government.

D. Kickbacks: It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for Hays County as an inducement for the award of a contract or order.

E. Contract Clause: The prohibition against gratuities and kickbacks prescribed above shall be conspicuously set forth in every contract and solicitation therefore.

F. Any effort to influence any employee, elected official, or department head to violate the standards of the code is grounds to void the contract. Please certify, by your signature below, that you understand the ethics policy of Hays County and in no way will attempt to violate the code.

SIGNATURE:

PRINT NAME & TITLE: Robin Handel Senior Vice President

COMPANY NAME: CP&Y, Inc.

Related Party Disclosure Form

Hays County strives to provide financial transparency to its taxpayers. Completion of this form will allow for added transparency into the procurement process by disclosing Vendor relationships with current or former Hays County employees. The existence of a relationship may not present a legal or ethical conflict for a Vendor. However, disclosure will allow for consideration of potential conflicts and/or ways to eliminate conflicts.

A Vendor who Employs any of the following is required to disclose the relationship on this form:

- Current Hays County employee (including elected or appointed official)(Complete Section A)
- Former Hays County employee who has been separated from Hays County for no less than four (4) years (including elected or appointed official) (Complete Section B)
- Person related within the 2nd degree of consanguinity or affinity to either of the above(1) (Complete Section C)

If no known relationships exist, complete Section D.

This form is required to be completed in full and submitted with the proposal package. A submitted proposal package that does not include this completed form will be considered non-responsive and will not be eligible for an award.

Section A: Current Hays County Employee

_____

Employee Name Title

Section B: Former Hays County Employee

_____

Employee Name Title Date of Separation from County

Section C: Person Related to Current or Former Hays County Employee

_____

Employee or Former Employee Name Title

_____

Name of Related Person Title Relationship

Section D: No Known Relationships

If no relationships in accordance with the above exist or are known to exist, provide a written explanation below:

None_____

_____

_____

Attach additional pages if necessary.

I, the undersigned, hereby certify that the information provided is true and complete to the best of my knowledge.

CP&Y, Inc.
Name of Vendor

Signature of Certifying Official

Senior Vice President
Title of Certifying Official

Robin Handel
Printed Name of Certifying Official

August 4, 2022
Date

[1]A degree of relationship is determined under Texas Government Code Chapter 573. (as outlined below)

Relationship of Consanguinity				
	1st Degree	**2nd Degree**	**3rd Degree***	**4th Degree***
Person	child or parent	grandchild, sister, brother or grand-parent	great-grandchild, niece, nephew, aunt,* uncle* or great-grandparent	great-great-grandchild, grandniece, grandnephew, first cousin, great aunt,* great uncle* or great-great-grandparent
* An aunt, uncle, great aunt or great uncle is related to a person by consanguinity only if he or she is the sibling of the person's parent or grandparent.				

Relationship of Affinity		
	1st Degree	**2nd Degree**
Person	spouse, mother-in-law, father-in-law, son-in-law, daughter-in-law, stepson, stepdaughter, stepmother or stepfather	brother-in-law, sister-in-law, spouse's grandparent, spouse's grandchild, grandchild's spouse or spouse of grandparent

“Vendor” shall mean any individuals or entity that seeks to enter into a contract with Hays County.

“Employs” shall mean any relationship wherein Vendor has made arrangements to compensate an individual, directly or by way of a business organization in which the individual has a sharehold or ownership interest, even if that arrangement is contractual and/or on an hourly-charge basis.

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

CP&Y, Inc.

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

_____

Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

N/A

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

Signature of vendor doing business with the governmental entity

August 4, 2022

Date

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

***

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than $100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2022-918539

Date Filed:
08/04/2022

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
CP&Y, Inc.
Dallas, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
Hays County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
SH 45SW Gap
Professional Engineering Services (CP&Y HAYC2100703.00

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Roohms, J.J.	Dallas, TX United States	X	
Kelly, Greg	New York City, NY United States	X	
Kohler, Chuck	New York City, NY United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Robin Handel, and my date of birth is May 18, 1972.

My address is 1820 Regal Row, Suite 200 (street), Dallas (city), TX (state), 75235 (zip code), USA (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Dallas County, State of Texas, on the 4th day of August (month), 20 22 (year).

Signature of authorized agent of contracting business entity
(Declarant)

Hays County
House Bill 89 Verification

I, J.J. Roohms, the undersigned

representative of CP&Y, Inc.

being an adult over the age of eighteen (18) years of age, after being duly sworn by the undersigned notary, do hereby depose and verify under oath that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract.

Pursuant to Section 2270.001, Texas Government Code:

1. *"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; and*
2. *"Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.*

August 11, 2022
DATE

SIGNATURE OF COMPANY REPRESENTATIVE

On this the 11th day of August, 20 22, personally appeared

J.J. Roohms, the above-named person, who after by me being duly sworn, did swear and confirm that the above is true and correct.

NOTARY SEAL

NOTARY SIGNATURE

ANGELA B. GUTIERREZ
Notary Public, State of Texas
Comm. Expires 04-16-2023
Notary ID 131975610

August 11, 2022
Date

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Date: 08/30/2022

Requested By:	Jerry Borcherding
Sponsor:	Commissioner Smith
Co-Sponsor:	Commissioner Jones

Agenda Item

Discussion and possible action to call for a public hearing on September 13, 2022 to reduce the current speed limit of 35 MPH to 25 MPH on Nature View Loop in Rutherford West subdivision. **SMITH/JONES/BORCHERDING**

Summary

In response to local residents concerned about the speed through Rutherford West subdivision, there is a need to reduce the speed limit of 35 MPH to 25 MPH on Nature View Loop (see attached map).

Attachments

Nature View Loop map

Nature View Loop
Reduce 35 MPH speed limit to 25 MPH
Legend
Rutherford Dr
Sapling Dr
Nature View Loop
Nature View Loop
Nature View Loop
SPEED LIMIT 25
967
Brangus Rd
967
Google Earth
N
2000 ft

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Date: 08/30/2022

Requested By: Colby Machacek, County Planner

Sponsor: Commissioner Shell

Agenda Item

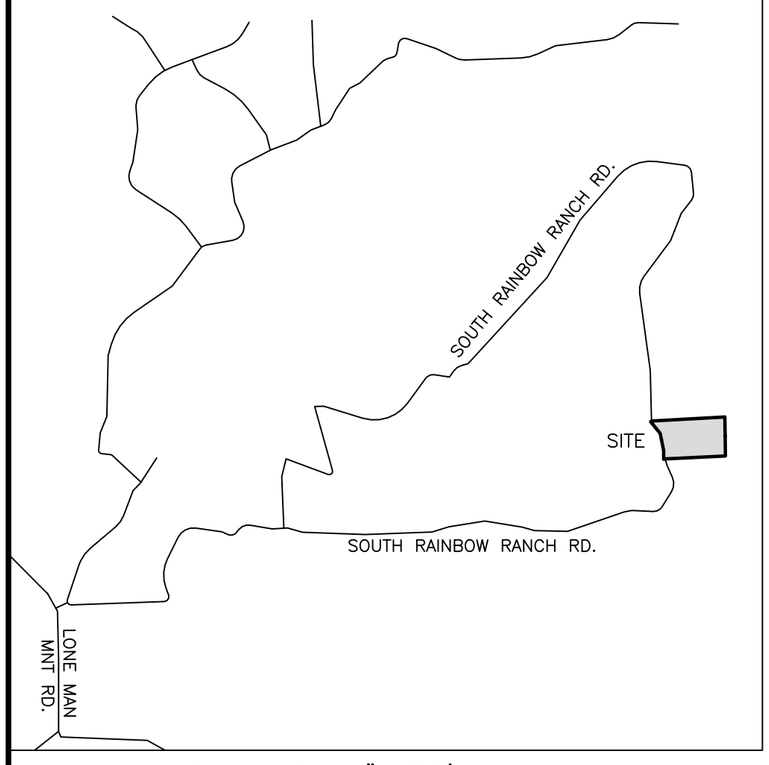
PLN-1941-PC; Call for a Public Hearing on September 13th, 2022, followed by discussion and possible action regarding the Rainbow Ranch, Lot 18, Replat. **SHELL/MACHACEK**

Summary

Rainbow Ranch, Lot 18 is a recorded lot located along North Rainbow Ranch Road in Wimberley and within Precinct 3. The proposed replat will create 2 lots: 18C and 18D, across 10.60 acres.
Water utility will be accomplished through individual private wells. Wastewater treatment will be achieved by individual on-site sewage facilities.

Attachments

Plat
Location Map
Cover Letter



VICINITY MAP – 1"=2000'

SURVEYORS NOTES

1. FENCES MEANDER.

2. BEARINGS, DISTANCES AND AREAS IN PARENTHESES ARE FROM RECORD INFORMATION.

3. ACCORDING TO SCALING FROM THE CURRENT F.E.M.A. FLOOD INSURANCE RATE MAP NO. 48209C0230F, DATED 9/2/2005, THIS TRACT LIES WITHIN ZONE X (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN).

4. THIS SURVEY WAS DONE WITHOUT THE BENEFIT OF A CURRENT TITLE REPORT AND THIS SURVEYOR DID NOT RESEARCH THE DEED RECORDS FOR PREVIOUS CONFLICTS IN TITLE OR EASEMENT, THEREFORE, CERTAIN EASEMENTS MAY HAVE BEEN GRANTED WHICH ARE NOT REFLECTED HEREON.

5. ACCORDING TO SCALING FROM EDWARDS AQUIFER MAPS, ALL OF THIS SUBDIVISION LIES WITHIN THE BOUNDARIES OF THE EDWARDS AQUIFER CONTRIBUTING ZONE AND NO PORTION LIES WITHIN THE EDWARDS AQUIFER RECHARGE ZONE.

6. THIS SUBDIVISION LIES WITHIN THE BOUNDARIES OF THE WIMBERLEY INDEPENDENT SCHOOL DISTRICT.

7. NO PORTION OF THIS TRACT LIES WITHIN THE BOUNDARIES OF ANY MUNICIPALITY'S CORPORATE CITY LIMITS OR AREA OF EXTRA TERRITORIAL JURISDICTION.

8. THIS SUBDIVISION LIES WITHIN HAYS COUNTY EMERGENCY SERVICES DISTRICTS 4 AND 7.

9. THIS SUBDIVISION LIES WITHIN HAYS TRINITY GROUNDWATER CONSERVATION DISTRICT.

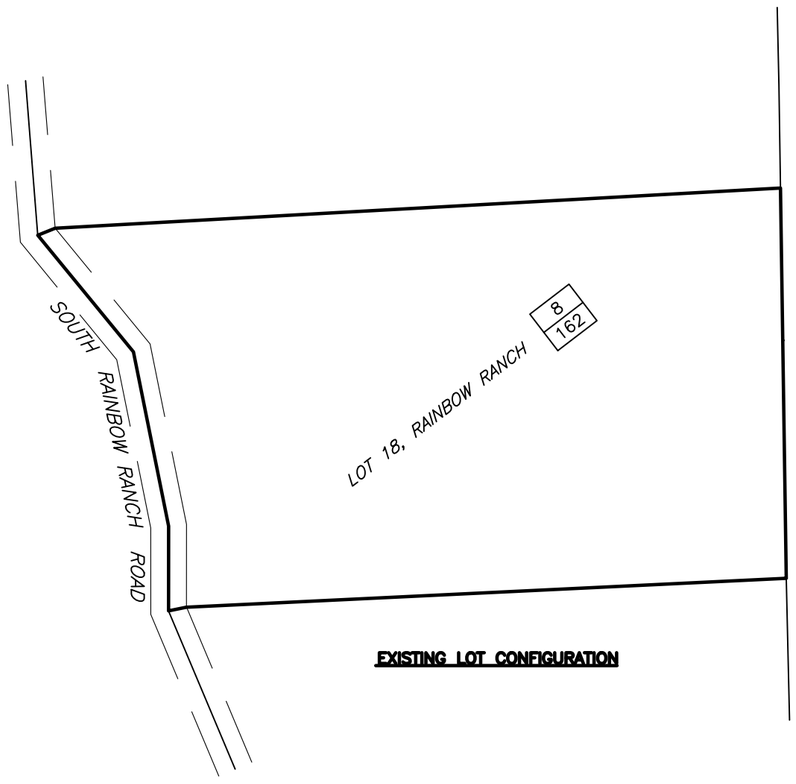
10. MAIL BOXES PLACED WITHIN THE ROW, SHALL BE OF AN APPROVED TXDOT OR FHWA DESIGN, PER COUNTY DEVELOPMENT REGULATIONS, CHAPTER 721, SUBCHAPTER 2.01.

11. THESE LOTS ARE SUBJECT TO RESTRICTIONS RECORDED IN HAYS COUNTY INSTRUMENT NUMBER 160037705 OF THE HAYS COUNTY OFFICIAL PUBLIC RECORDS.
BUILDING SETBACKS ACCORDING TO RESTRICTIONS ARE: 75' FROM ORIGINAL LOT LINES, 50' FROM RESUBDIVIDED LOT LINES.
UTILITY EASEMENTS ACCORDING TO RESTRICTIONS ARE 5' ON ALL SIDE LINES AND WITHIN THE 25' ROAD EASEMENT.

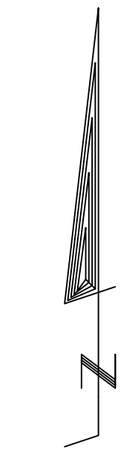
12. UNDER DEPARTMENT REGULATIONS, THIS SUBDIVISION IS EXEMPT FROM THE REQUIREMENTS TO DEMONSTRATE THE AVAILABILITY OF WATER SERVICE. FURTHER SUBDIVISION IS PROHIBITED FOR A DURATION OF FIVE (5) YEARS, FOLLOWING THE FILING OF THE PLAT.

LEGEND

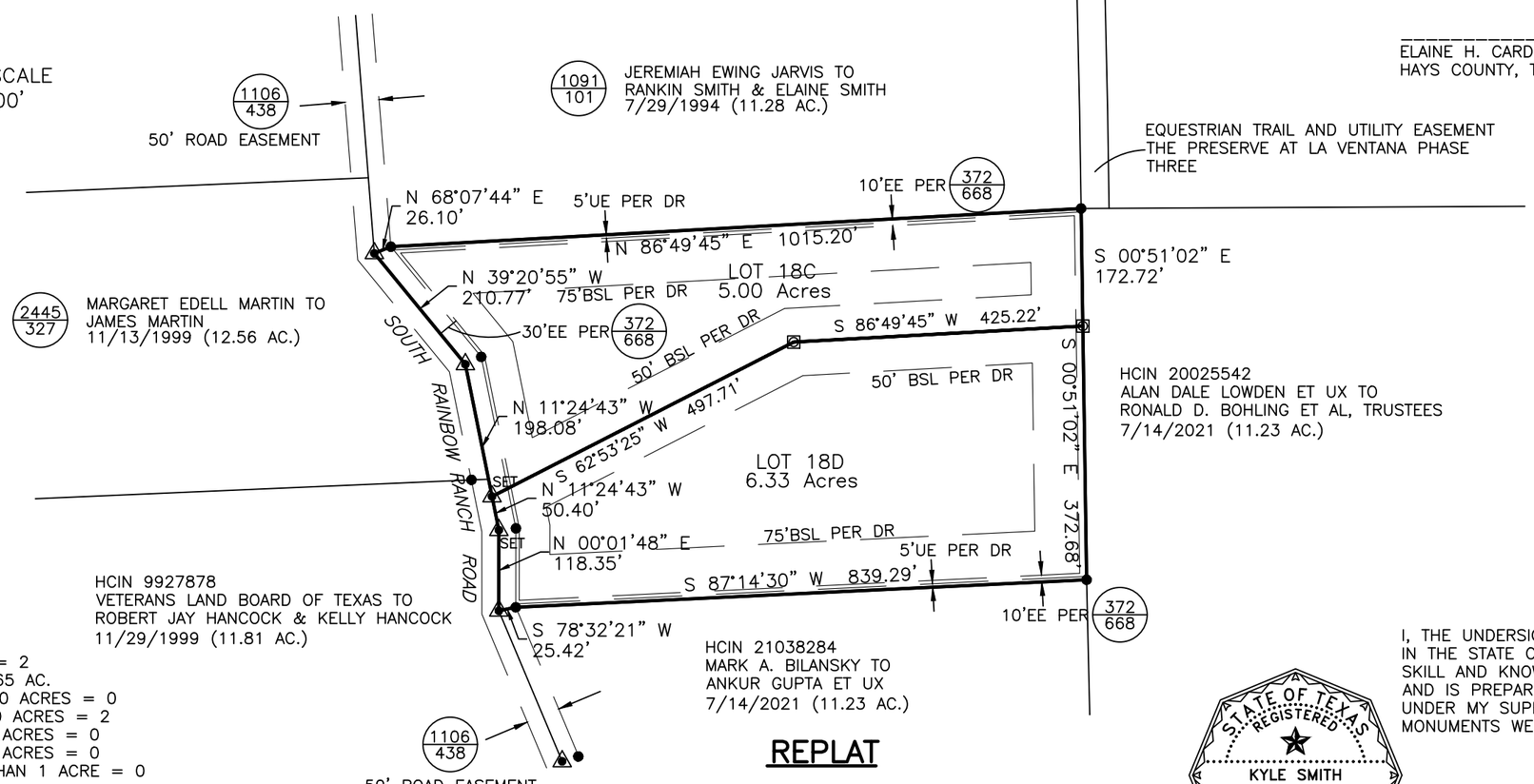
VOL / PG	HAYS COUNTY PLAT RECORDS
⊡	1/2" IRON ROD SET WITH PLASTIC CAP STAMPED "BYRN SURVEY"
●	1/2" IRON ROD FOUND OR DIAMETER NOTED
—— X ——	WIRE FENCE
—— ohu ——⊕——	UTILITY LINE, POLE AND GUY
BSL	BUILDING SETBACK LINE
UE	UTILITY EASEMENT
DR	DEED RESTRICTIONS, SEE NOTE 10
EE	ELECTRIC EASEMENT
◭	60D NAIL FOUND UNLESS NOTED OTHERWISE



EXISTING LOT CONFIGURATION



ORIGINAL SCALE
1" = 200'



REPLAT

LOT SIZE CATEGORIES

TOTAL AREA = 11.33 AC.
TOTAL NUMBER OF LOTS = 2
AVERAGE LOT SIZE = 5.665 AC.
NUMBER OF LOTS OVER 10 ACRES = 0
NUMBER OF LOTS 5 – 10 ACRES = 2
NUMBER OF LOTS 2 – 5 ACRES = 0
NUMBER OF LOTS 1 – 2 ACRES = 0
NUMBER OF LOTS LESS THAN 1 ACRE = 0

UTILITIES:
ELECTRIC–PEDERNALES ELECTRIC COOPERATIVE
WATER–INDIVIDUAL WATER WELLS
SEWER–INDIVIDUAL ON–SITE SEWAGE FACILITIES

DRIVEWAY PERMIT STATEMENT:

DRIVEWAYS SHALL COMPLY WITH CHAPTER 721 OF THE HAYS COUNTY DEVELOPMENT REGULATIONS, AND BE PERMITTED THROUGH THE TRANSPORTATION DEPARTMENT OF HAYS COUNTY UNDER CHAPTER 751.

ALL CULVERTS, WHEN REQUIRED SHALL COMPLY WITH THE CURRENT HAYS COUNTY STANDARD.

CLIENT: SURMAN, JEFF
DATE: 10/6/2021
OFFICE: K. SMITH
CREW: K. SMITH, C. SMITH
FB/PG: 783/10
PLAT NO. 27980–21–c

STATE OF TEXAS*
COUNTY OF HAYS*

KNOW ALL MEN BY THESE PRESENTS, THAT WE, JEFFREY SURMAN AND LAUREN SURMAN, OWNERS OF LOT 18, RESUBDIVISION OF LOT 18A AND 18B, RAINBOW RANCH, HAYS COUNTY, TEXAS AS CONVEYED TO US BY DEED DATED AUGUST 5, 2020, AND RECORDED IN HAYS COUNTY INSTRUMENT NUMBER 20033313 OF THE HAYS COUNTY OFFICIAL PUBLIC RECORDS, DO HEREBY REPLAT THIS PROPERTY TO BE KNOWN AS RAINBOW RANCH, LOT 18, REPLAT IN ACCORDANCE WITH THE PLAT SHOWN HEREON, SUBJECT TO ANY AND ALL EASEMENTS OR RESTRICTIONS HERETOFORE GRANTED, AND DO HEREBY DEDICATE TO THE PUBLIC THE USE OF THE STREETS AND EASEMENTS SHOWN HEREON.

JEFFREY SURMAN, OWNER
1550 SOUTH RAINBOW RANCH RD.
WIMBERLEY, TX. 78676

LAUREN SURMAN, OWNER
1550 SOUTH RAINBOW RANCH RD.
WIMBERLEY, TX. 78676

STATE OF TEXAS*
COUNTY OF HAYS*

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED JEFFREY SURMAN AND LAUREN SURMAN, KNOWN TO ME TO BE THE PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE ___ DAY OF

_____, A.D., 20___.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

STATE OF TEXAS *
COUNTY OF HAYS *

I, ELAINE H. CARDENAS, COUNTY CLERK OF HAYS COUNTY, TEXAS, DO HEREBY CERTIFY THAT ON THE ___ DAY OF _____, A.D., 20__, THE COMMISSIONERS COURT OF HAYS COUNTY, TEXAS, PASSED AN ORDER AUTHORIZING THE FILING FOR RECORD OF THIS PLAT AND SAID ORDER HAS BEEN DULY ENTERED IN THE MINUTES OF SAID COURT INSTRUMENT NUMBER _____.

WITNESS MY HAND AND SEAL OF OFFICE, THIS THE _____ DAY OF _____, A.D. 20___.

RUBEN BECERRA
COUNTY JUDGE
HAYS COUNTY, TEXAS

ELAINE H. CARDENAS
COUNTY CLERK
HAYS COUNTY, TEXAS

STATE OF TEXAS *
COUNTY OF HAYS *

I, ELAINE H. CARDENAS, COUNTY CLERK OF HAYS COUNTY, TEXAS, DO HEREBY CERTIFY THAT THIS PLAT WAS FILED FOR RECORD IN MY OFFICE ON THE_____ DAY OF _____, 20_____, AT _____ O'CLOCK ____.M., AND DULY RECORDED ON THE _____ DAY OF _____, 20_____ AT _____ O'CLOCK _____.M., IN THE PLAT RECORDS OF HAYS COUNTY, TEXAS IN INSTRUMENT NUMBER _____.

ELAINE H. CARDENAS, COUNTY CLERK
HAYS COUNTY, TEXAS

I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY STATE THAT TO THE BEST OF MY SKILL AND KNOWLEDGE THIS PLAT IS TRUE AND CORRECTLY MADE AND IS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND AND THAT THE CORNER MONUMENTS WERE PROPERLY PLACED UNDER MY SUPERVISION.

REGISTERED PROFESSIONAL LAND SURVEYOR
KYLE SMITH, R.P.L.S. NO. 5307

STATE OF TEXAS REGISTERED KYLE SMITH 5307 PROFESSIONAL LAND SURVEYOR

NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO AN INDIVIDUAL WATER SUPPLY OR A STATE–APPROVED COMMUNITY WATER SYSTEM. DUE TO DECLINING WATER SUPPLIES AND DIMINISHING WATER QUALITY, PROSPECTIVE PROPERTY OWNERS ARE CAUTIONED BY HAYS COUNTY TO QUESTION THE SELLER CONCERNING GROUND WATER AVAILABILITY. RAIN WATER COLLECTION IS ENCOURAGED AND IN SOME AREAS MAY OFFER THE BEST RENEWABLE WATER RESOURCE.

NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A PUBLIC SEWER SYSTEM OR TO AN ON–SITE WASTEWATER SYSTEM WHICH HAS BEEN APPROVED AND PERMITTED BY HAYS COUNTY DEVELOPMENT SERVICES.

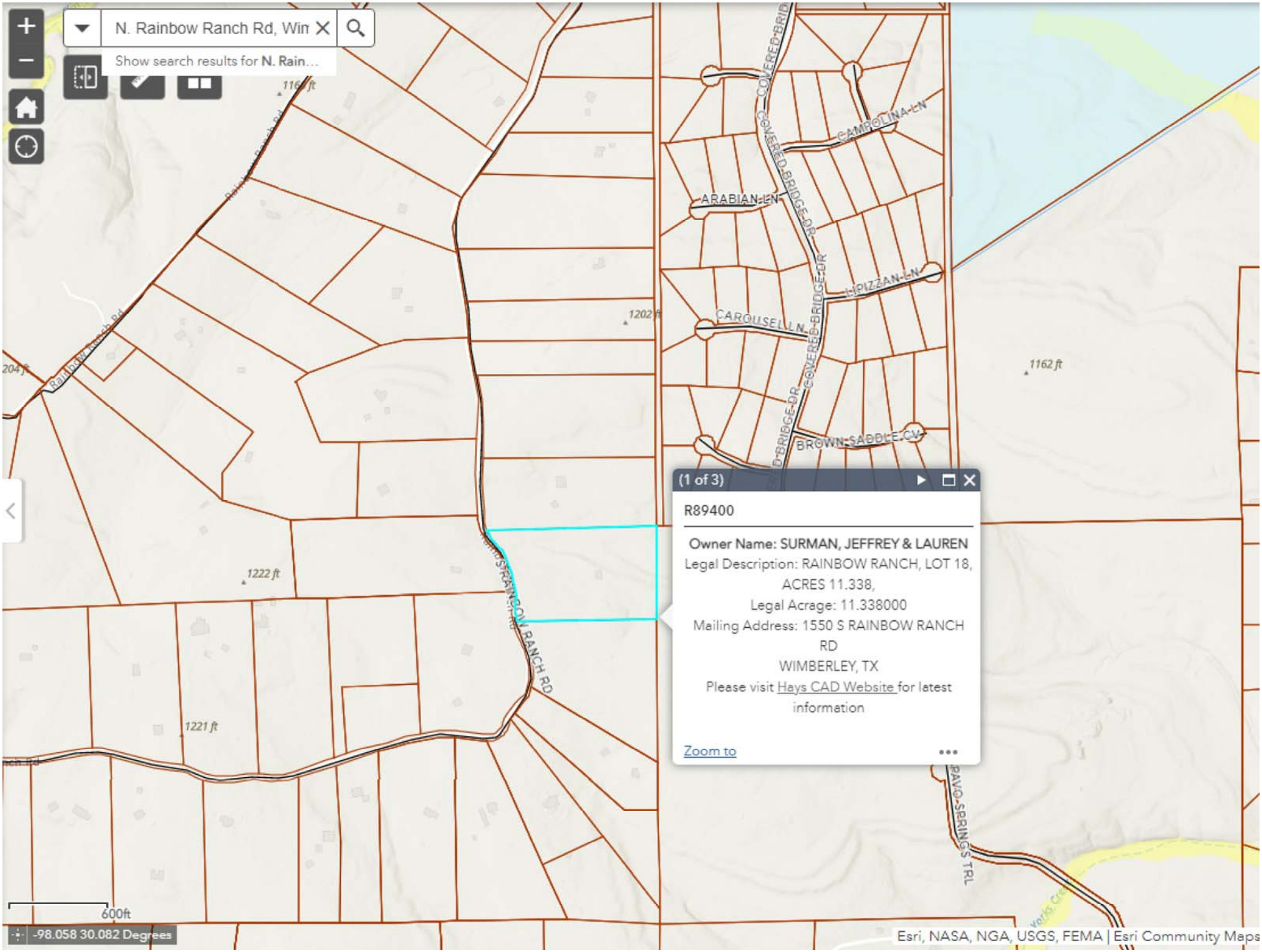
NO CONSTRUCTION OR OTHER DEVELOPMENT WITHIN THIS SUBDIVISION MAY BEGIN UNTIL ALL HAYS COUNTY DEVELOPMENT PERMIT REQUIREMENTS HAVE BEEN MET.

MARCUS PACHECO, DIRECTOR,
HAYS COUNTY DEVELOPMENT SERVICES — DATE

ERIC VAN GAASBEEK, R.S., C.F.M.
HAYS COUNTY FLOODPLAIN ADMINISTRATOR — DATE

BYRN & ASSOCIATES, INC.
SURVEYING
P.O. BOX 1433 SAN MARCOS, TEXAS 78667
PHONE 512–396–2270 FAX 512–392–2945
FIRM NO. 10070500

RAINBOW RANCH, LOT 18 REPLAT,
HAYS COUNTY, TEXAS


N. Rainbow Ranch Rd, Win
Show search results for N. Rain...
COVERED BRIDGE DR
CAMPOLINA LN
ARABIAN LN
PIZZAN LN
CAROUSEL LN
BROWN SADDLE CV
1162 ft
1202 ft
1222 ft
1221 ft
RAINBOW RANCH RD
PAVO SPRINGS TRL
(1 of 3)
R89400
Owner Name: SURMAN, JEFFREY & LAUREN
Legal Description: RAINBOW RANCH, LOT 18, ACRES 11.338,
Legal Acrage: 11.338000
Mailing Address: 1550 S RAINBOW RANCH RD
WIMBERLEY, TX
Please visit Hays CAD Website for latest information
Zoom to
600ft
-98.058 30.082 Degrees
Esri, NASA, NGA, USGS, FEMA | Esri Community Maps

Hays County Commissioners Court Agenda Request

Meeting Date: August 30th, 2022
Requested By: Colby Machacek, County Planner
Prepared By: Colby Machacek, County Planner
Department Director: Marcus Pacheco
Sponsoring Court Member: Commissioner Lon Shell, Precinct 3

AGENDA ITEM LANGUAGE:

PLN-1941-PC; Call for a Public Hearing on September 13th, 2022, followed by discussion and possible action regarding the Rainbow Ranch, Lot 18, Replat.

BACKGROUND/SUMMARY OF REQUEST:

A) Rainbow Ranch, Lot 18 is a recorded lot located along North Rainbow Ranch Road in Wimberley and within Precinct 3.

B) The proposed replat will create 2 lots: 18C and 18D, across 10.60 acres.
Water utility will be accomplished through individual private wells. Wastewater treatment will be achieved by individual on-site sewage facilities.

C) Rainbow Ranch, Lot 18 was re-platted in 1988 to create Lots 18A and 18B. A "resubdivision" was performed in 1998 to combine 18A and 18B back into the Lot 18 configuration.

STAFF COMMENTS:

Staff has completed review pursuant to Texas Local Government Code Chapter 232 and the current Development Regulations of Hays County as set forth. The application has no requested variances.

The actions remaining are to hold a public hearing on September 13th, 2022 and seek Commissioners Court final determination based on staff recommendation.

ATTACHMENTS/EXHIBITS:

Property location map

Subdivision Plat

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Date: 08/30/2022
Requested By:
Sponsor: Commissioner Shell

Agenda Item
10:00am - Conduct a public hearing on the creation of the La Cima North Public Improvement District. **SHELL**

Summary

Attachments

La Cima North PID Petition

PETITION FOR THE CREATION OF A PUBLIC IMPROVEMENT DISTRICT
TO FINANCE IMPROVEMENTS

THE STATE OF TEXAS §
§
COUNTY OF HAYS §

TO: THE HONORABLE COUNTY JUDGE AND COMMISSIONERS OF HAYS COUNTY

The undersigned petitioners (the "*Petitioners*"), acting pursuant to the provisions of Chapter 372, Texas Local Government Code, as amended (the "*Act*"), request that Hays County create a public improvement district (the "*La Cima North PID District*") in the territory consisting of the approximately 684.476 acres described in Exhibit A attached hereto (the "*Land*") within Hays County, Texas (the "*County*"). La Cima North PID District is generally depicted on Exhibit B attached hereto. In support of this petition, the Petitioners would present the following:

Section 1. Standing of Petitioners. In compliance with the requirements of Texas Local Government Code, Section 372.005(b), as determined by the current tax roll of the Hays County Appraisal District, the Petitioners constitute: (i) the owners of taxable real property representing more than 50% of the appraised value of real property liable for assessment under the proposal described herein, and (ii) the record owners of taxable real property that constitutes more than 50% of the area of all taxable real property that is liable for assessment under such proposal.

Section 2. General Nature of the Proposed Construction and Maintenance of the Public Improvements. The general nature of the proposed public improvements are: (i) the establishment of parks and open space, together with the design, construction and maintenance of any ancillary structures, features or amenities such as trails, pavilions, community facilities, swimming pools, irrigation, walkways, lighting, benches, trash receptacles and any similar items located therein; (ii) landscaping; (iii) acquisition, construction, and improvement of water, wastewater and drainage facilities; (iv) acquisition, construction and improvement of streets, roadways, rights-of-way and related facilities; (v) entry monumentation and features; (vi) signage; (vii) projects similar to those listed in subsections (i) – (vi) above; and (viii) payment of costs associated with constructing and financing the public improvements listed in subparagraphs (i) – (vii) above, including costs of establishing, administering and operating the La Cima North PID District.

Section 3. Estimated Cost of the Proposed Construction of the Public Improvements. $60,000,000 (including issuance and other financing costs).

Section 4. Boundaries. The proposed boundaries of the La Cima North PID District are described on Exhibit A attached hereto and are generally depicted on Exhibit B attached hereto.

Section 5. Method of Assessment. An assessment methodology will be prepared that will address: (i) how the costs of the public improvements financed with the assessments are assessed against the property in the La Cima North PID District, (ii) the assessments to be collected each year, and (iii) reduction of the assessments for costs savings (pursuant to the annual review of the service plan for the La Cima North PID District). Additionally, a report will be prepared

showing the special benefits accruing to property in the La Cima North PID District and how the costs of the public improvements are assessed to property on the basis of the special benefits. The result will be that equal shares of the costs will be imposed on property similarly benefited.

The assessment methodology will result in each parcel paying its fair share of the costs of the public improvements provided with the assessments based on the special benefits received by the property from the public improvements and property equally situated paying equal shares of the costs of the public improvements.

Section 6. Apportionment of Cost between the County and the District. Approval and creation of the PID for La Cima North PID District will not obligate the County to provide any funds to finance the proposed public improvements. All of the costs of the proposed public improvements will be paid by assessments of the property within the La Cima North PID District and from other sources of funds, if any, available to the owner of the Land.

Section 7. Management of the District. The County will manage the La Cima North PID District, or, to the extent allowed by law, the County may contract with either a non-profit, or a for-profit organization including a Public Facilities Corporation created by the County pursuant to Chapter 303, Texas Local Government Code, to carry out all or a part of the responsibilities of managing the La Cima North PID District, including the day-to-day management and administration of the La Cima North PID District.

Section 8. Advisory Board. An advisory board may be established by the Commissioners of the County (the "*Commissioner's Court*").

The signers of this petition request the establishment for the La Cima North PID District and this petition will be filed with the County Clerk in support of the creation of the La Cima North PID District by the Commissioner's Court as herein provided.

[Signature on following page]

PETITIONERS:

LCSM WW, LLC,
a Texas limited liability company

By: _____
Name: Bryan W. Lee
Title: Manager

THE STATE OF TEXAS
COUNTY OF TRAVIS

THIS INSTRUMENT is acknowledged before me on this 27TH day of APRIL, 2022, by Bryan W. Lee, manager of LSCM WW, LLC, a Texas limited liability company on behalf of said company.

[SEAL]

SHELLY MAGNON
Notary Public, State of Texas
Notary ID# 12809835-1
My Commission Expires 11-04-2025

_____
Notary Public, State of Texas

PETITIONERS:

Frost Bank, Trustee

Name: Robert Wynn
Title: Senior Vice President

THE STATE OF TEXAS
COUNTY OF Bexar

THIS INSTRUMENT is acknowledged before me on this 26th day of April, 2022, by Robert Wynn, as Senior Vice President of Frost Bank, Trustee on behalf of said trust.

[SEAL]

SUE PALITZA
Notary Public
STATE OF TEXAS
My Comm. Exp. 09/10/2022
ID# 129952336

Notary Public, State of Texas

EXHIBIT A

LAND

FIELD NOTES DESCRIPTION - TRACT 1

658.3 ACRES

Attached

DOUCET

Exhibit "__"

7401B Highway 71 West, Suite 160
Austin, TX 78735
Office: 512.583.2600
Fax: 512.583.2601

Doucetengineers.com

658.3-Acre Tract
Hays County, Texas

D&A Job No. 1722-014
April 12, 2022

DESCRIPTION
658.3 Acre Tract

BEING A 658.3 ACRE TRACT OUT OF THE JOHN CARSON SURVEY NUMBER 3, ABSTRACT NUMBER 80, THE PATRICK MCGREAL SURVEY NUMBER 1, ABSTRACT NUMBER 308, THE JOHN WILLIAMS SURVEY, ABSTRACT NUMBER 490, THE THOMAS H.W. FORSITH SURVEY NUMBER 2, ABSTRACT NUMBER 173, AND THE JOHN MAXAMILLIN JR SURVEY NUMBER 15, ABSTRACT NUMBER 299, HAYS COUNTY, TEXAS, BEING COMPRISED OF TWO (2) TRACTS: 1) THE REMAINDER OF A CALLED 716.234 ACRE TRACT, DESCRIBED TO CHRISTINE ALEXANDER, SUBSTITUTE TRUSTEE OF THE WILL AND ESTATE OF JOSEPH FREEMAN, RECORDED IN VOLUME 769, PAGE 688, OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS [O.P.R.H.C.T.], AND 2) THE REMAINDER OF A CALLED 105.55 ACRE TRACT, CONVEYED TO THE FROST NATIONAL BANK, TRUSTEE OF THE JOSEPH FREEMAN TESTAMENTARY TRUST, RECORDED IN VOLUME 1189, PAGE 94 OF THE OFFICIAL RECORDS OF HAYS COUNTY, TEXAS [O.R.H.C.T.]; SAID 658.3 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2-inch iron rod with cap stamped "DOUCET" set in the existing northeast right-of-way line of Ranch Road 12, for the northeast corner of a called 3.433-acre tract of land conveyed to Hays County, recorded in Volume 4264, Page 511 of the Official Public records of Hays County, Texas [O.P.R.H.C.T.], same point being in the west line of a called 19.46-acre tract, conveyed to Nolen Boesch Stanford and Joy Stanford, Co-Trustees of the Nolen Stanford and Joy Stanford Revocable Trust, recorded in Volume 5323, Page 579 [O.P.R.H.C.T.] and for the southeast corner of the tract described herein, from which a 3/8-inch iron rod found (bent) for the southwest corner of said 716.234-acre tract, bears S43°28'28"W, a distance of 26.32 feet;

THENCE with common line of said R.R. 12 and said 3.433-acre tract, over and across said 716.234-acre tract, the following seven (7) courses:

1) N65°31'26"W, for a distance of 156.35 feet, to a 1/2-inch iron rod with cap stamped "TxDot" found for an angle corner of the tract described herein,
2) N64°39'24"W, for a distance of 531.82 feet, to a 1/2-inch iron rod with cap stamped "DOUCET" set for an angle corner of the tract described herein,
3) With a curve to the left, defined by an arc length of 200.91 feet, a radius of 5,561.70 feet, a delta angle of 02°04'11", and a chord which bears N65°46'46"W, for a distance of 200.90 feet, to a 1/2-inch iron rod with cap stamped "TxDot" found for an angle corner of the tract described herein,
4) N23°10'30"E, for a distance of 55.06 feet, to a 1/2-inch iron rod with cap stamped "TxDot" found for an angle corner of the tract described herein,
5) N66°45'19"W, for a distance of 1,264.68 feet, to a 1/2-inch iron rod with cap stamped "TxDot" found for an angle corner of the tract described herein,

(CONTINUED ON NEXT PAGE)

DOUCET

6) S23°12'31"W, for a distance of 29.99 feet, to a 1/2-inch iron rod with cap stamped "TxDot" found for an angle corner of the tract described herein, and
7) N66°45'17"W, for a distance of 414.89 feet, to a 1/2-inch iron rod with cap stamped "TxDot" found in the common line of said remainder of a called 716.234-acre tract and said 105.55-acre tract, and for an angle corner of the tract described herein;

THENCE with common line of said R.R. 12 and said 3.025-acre tract, over and across said 105.55-acre tract, the following two (2) courses:

1) N66°45'43"W, for a distance of 443.49 feet, to a 5/8-inch iron rod with cap stamped "TxDot" found for an angle corner of the tract described herein and
2) With a curve to the right, defined by an arc length of 286.96 feet, a radius of 2,765.96 feet, a delta angle of 05°56'39", and a chord which bears N63°48'21"W, for a distance of 286.83 feet, to a magnail with shiner "BCG" found for an angle corner of the tract described herein;

THENCE, N35°07'28"E, with the common line of said 105.55-acre tract and Lot 1, La Cima, Offsite Water Booster Station, Lot 1 Final Plat, recorded in Document No. 17028737 in the Plat Records of Hays County, Texas [P.R.H.C.T.], being that same tract conveyed to The City of San Marcos, recorded in Document No. 19006243, [O.P.R.H.C..], for a distance of 41.73 feet, to a 1/2-inch iron rod with cap stamped "DOUCET" set for the southwest corner of a called 0.23-acre tract conveyed to City of San Marcos, recorded in Volume 1238, Page 725, [O.R.H.C.T.] and for an angle corner of the tract described herein;

THENCE with line of said 0.23-acre tract, continuing over and across said 105.55-acre tract, the following three (3) courses:

1) S54°44'21"E, for a distance of 99.86 feet, to a 1/2-inch iron rod with cap stamped "BYRN" found for an angle corner of the tract described herein,
2) N35°14'37"E, for a distance of 99.99 feet, to a 1/2-inch iron rod with cap stamped "BYRN" found for an angle corner of the tract described herein, and
3) N54°45'29"W, partially with the north line of said Lot 1, for a distance of 230.66 feet, to a 1/2-inch iron rod with cap stamped "BCG" found for the northeast corner of said Lot 1 and for an angle corner of the tract described herein;

THENCE with line of said Lot 1, continuing over and across said 105.55-acre tract, the following three (3) courses:

1) S35°10'05"W, for a distance of 99.66 feet, to a 1/2-inch iron rod with cap stamped "BCG" found for an angle corner of the tract described herein,
2) S54°55'03"E, for a distance of 69.92 feet, to a 1/2-inch iron rod with cap stamped "DOUCET" set for an angle corner of the tract described herein, and
3) S35°17'42"W, for a distance of 48.99 feet, to a 1/2-inch iron rod with cap stamped "DOUCET" set in the existing northeast right-of-way line of R.R. 12 for an angle corner of the tract described herein;

(CONTINUED ON NEXT PAGE)

COMMITMENT YOU EXPECT.
EXPERIENCE YOU NEED.
PEOPLE YOU TRUST.

DOUCET

THENCE with common line of said R.R. 12 and said 3.025-acre tract, continuing over and across said 105.55-acre tract, the following four (4) courses:

1) With a curve to the right, defined by an arc length of 197.22 feet, a radius of 2,764.79 feet, a delta angle of 04°05'13", and a chord which bears N57°10'50"W, for a distance of 197.18 feet, to 5/8-inch iron rod with cap stamped "TxDot" found for an angle corner of the tract described herein,
2) N55°25'57"W, for a distance of 102.05 feet, to a 5/8-inch iron rod with cap stamped "TxDot" found for an angle corner of the tract described herein,
3) N69°32'34"W, for a distance of 102.58 feet, to a 5/8-inch iron rod with cap stamped "TxDot" (bent) found for an angle corner of the tract described herein, and
4) N55°26'48"W, for a distance of 224.88 feet, to a 1/2-inch iron rod with cap stamped "DOUCET" set for the southeast corner of a called 0.3766-acre tract, conveyed to the State of Texas, recorded in Document No. 17007275, [O.P.R.H.C.T.] and for an angle corner of the tract described herein;

THENCE, N52°47'06"W, with common line of said R.R. 12 and said 0.3766-acre tract, continuing over and across said 105.55-acre tract, for a distance of 582.27 feet to a 5/8-inch iron rod with cap stamped "TxDot" found in the west line of said 105.55-acre tract, same point being in the east line of the remainder of a called 3,486.6-acre tract conveyed to Frost National Bank, Independent Executor and Trustee under the Will of Joseph Freeman, recorded in Volume 359, Page 887 of The Deed Records of Hays County, Texas [D.R.H.C.T.] and for the southwest corner of the tract described herein, from which a 5/8-inch iron rod with cap stamped "TxDot" found bears S50°04'16"W, a distance of 49.53 feet;

THENCE, N49°55'52"E, with the common line of said 105.55-acre tract and said remainder of a called 3,486.6-acre tract, for a distance of 4,251.74 feet to a 4-1/2" iron pipe fence post found the north corner of said 105.55-acre tract, for the southeast corner of a called 94.23-acre tract, conveyed to Southwest Texas State University, Operating Co-Trustee and The Frost National Bank, Inactive Co-Trustee of the Harold M. Freeman Testamentary Trust, recorded in Volume 1189, Page 99 [O.P.R.H.C.T.], for an angle corner of said 3,486.6-acre tract and for an angle corner of the tract described herein;

THENCE with the southeast line of said 94.23-acre tract, over and across said 716.234-acre tract, the following two (2) courses:

1) N32°58'31"E, for a distance of 2,076.98 feet to a 4-1/2" iron pipe fence post found for an angle corner of the tract described herein, and
2) N37°21'34"E, for a distance of 2,082.81 feet to a 4-1/2" iron pipe fence post found for the northeast corner of said 94.23-acre tract, same being in the south line of said 3,486.6-acre tract, and for the northwest corner of the tract described herein, from which a 60D nail found bears N60°57'21"W, a distance of 1.17 feet;

THENCE with common line of said 716.234-acre tract and said 3,486.6-acre tract, the following three (3) courses and distances:

1) S85°03'39"E, for a distance of 82.90 feet, to a 1/2-inch iron rod with cap stamped "DOUCET" set for an angle corner of the tract described herein,

(CONTINUED ON NEXT PAGE)

COMMITMENT YOU EXPECT.
EXPERIENCE YOU NEED.
PEOPLE YOU TRUST.

DOUCET

2) S84°27'48"E, for a distance of 452.04 feet, to a 1/2-inch iron rod with cap stamped "DOUCET" set for an angle corner of the tract described herein, and
3) S84°26'51"E, for a distance of 432.88 feet, to a 1/2-inch iron rod with cap found for the northwest corner of a called 60.77-acre tract, conveyed to Southwest Texas State University, Operating Co-Trustee and The Frost National Bank, Inactive Co-Trustee of the Harold M. Freeman Testamentary Trust, recorded in Volume 1189, Page 99 [O.R.H.C.T.], and for the northeast corner of the tract described herein;

THENCE, S26°31'02"E, with the west line of said 60.77-acre tract, over and across said 716.234-acre tract, for a distance of 2,270.37 feet to 1-inch iron pipe found for the southwest corner of said 60.77-acre tract, same being in the easterly line of said 716.234-acre tract, same being in the west line of Country Estates 2 Subdivision, an unrecorded subdivision, and for the northeast corner of the tract described herein;

THENCE with common line of said 716.234-acre tract and said Country Estates 2 Subdivision, the following two (2) courses and distances:

1) S45°33'06"W, for a distance of 44.43 feet, to a 1/2-inch iron rod found for an angle corner of the tract described herein, and
2) S25°36'43"W, for a distance of 5,199.11 feet, to a 2-7/8-inch metal fence corner post found for the common corner of said County Estates 2 Subdivision and said 19.46-acre tract and for an angle corner of the tract described herein,

THENCE, S43°28'55"W, with the west line of said 19.46-acre tract and the east line of said 716.234-acre tract, for a distance of 1,879.19 feet to the **POINT OF BEGINNING** of the tract described herein and containing 658.3-acres more or less.

Notes:
Basis of bearings is the Texas Coordinate System, South Central Zone [4204], NAD83 (2011), Epoch 2010. All distances are surface values and may be converted to grid by using the surface adjustment factor of 1.000077936 Units: U.S. Survey Feet.

I, Christopher W. Terry, Registered Professional Land Surveyor, hereby certify that this description and accompanying plat of even date represent an actual survey performed on the ground.

04/12/2022

Christopher W. Terry Date
Registered Professional Land Surveyor
Texas Registration No. 6649
Doucet & Associates
Cterry@DoucetEngineers.com
TBPELS Firm Registration No. 10105800

COMMITMENT YOU EXPECT.
EXPERIENCE YOU NEED.
PEOPLE YOU TRUST.

FIELD NOTES DESCRIPTION - TRACT 2

1.150 ACRES

DESCRIPTION OF 1.150 ACRES OF LAND SITUATED IN THE LYDIA GLASGOW SURVEY NO. 14, ABSTRACT NO. 188, HAYS COUNTY, TEXAS; BEING A PORTION OF THE REMAINDER OF THAT CALLED 659.9 ACRE TRACT (ONE HALF UNDIVIDED INTEREST), DESCRIBED IN THE SPECIAL WARRANTY DEED FROM HAROLD M. FREEMAN, A SINGLE MAN, TO FROST NATIONAL BANK, INDEPENDENT EXECUTOR & TRUSTEE UNDER THE WILL OF JOSEPH FREEMAN (DECEASED), OF RECORD IN VOLUME 359, PAGE 863, DEED RECORDS OF HAYS COUNTY, TEXAS; SAID 1.150 ACRES 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 found in the interior of R.M. Highway No. 12 (R.O.W. varies), being, the common north corner of that called 4.337 acre tract described as "Tract One" in the Warranty Deed to the City of San Marcos, of record in Volume 1080, Page 874, Official Public Records of Hays County, Texas, and that called 0.464 acre tract described as "Parcel 65" in Exhibit "C" in the Special Warranty Deed to the County of Hays, of record in Volume 4264, Page 511, Official Public Records of Hays County, Texas, being the northwest corner of that called 0.14 acre tract described as "Easement Tract IV" in the Easement Agreement between The Frost National Bank, Trustee of the Joseph Freeman Testamentary Trust, and the City of San Marcos, of record in Volume 1239, Page 104, Official Public Records of Hays County, Texas;

THENCE S 66°45'57" E, through the interior of said R.M. Highway No. 12, with the north line of said 0.464 acre tract and said 0.14 acre easement tract, also with a portion of the north lines of said 6.4500 acre tract and that called 0.611 acre tract described as "Easement Tract III" in said Easement Agreement of record in Volume 1239, Page 104, passing at a distance of 451.60 feet a TXDOT type II monument found for the common north corner of said 0.464 acre tract and that called 6.4500 acre tract of land described in the Special Warranty Deed to the City of San Marcos, of record in Volume 3100, Page 712, Official Public Records of Hays County, Texas, continuing for a total distance of 1336.77 feet to a 1/2 inch iron rod with a 1-1/2 inch aluminum cap stamped "Texas Dept of Tran" found at the intersection of the south right-of-way line of said R.M. Highway No. 12 with the east right-of-way line of said Wonder World Drive, for the **POINT OF BEGINNING,** being an angle point in the northerly line of said 659.9 acre remainder tract and also an angle point in the northerly line of said 6.4500 acre tract, for the northwest corner of the tract described herein;

THENCE S 66°45'57" E, continuing with the north line of said 0.611 acre easement tract and also with the south right-of-way line of said R.M. Highway No. 12 and a portion of the north line of said 659.9 acre remainder tract, with the north line of the tract described herein, a distance of 544.90 feet to a 1/2 inch iron rod with a 1-1/2 inch aluminum cap stamped "Texas Dept of Tran" found at the intersection of the south right-of-way line of said R.M. Highway No. 12 with the north right-of-way line of Old Ranch Road 12 (R.O.W. varies), being an angle point in the

northerly lines of said 659.9 acre remainder tract and said 6.4500 acre tract, for the northeast corner of the tract described herein;

THENCE leaving the south right-of-way line of said R.M. Highway No. 12 and the north line of said 0.611 acre easement tract, with the curving north right-of-way line of said Old Ranch Road 12, also with the curving northerly interior lines of said 659.9 acre remainder tract and said 6.4500 acre tract, for the east 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 560.00 feet, an arc length of 174.70 feet, and a chord which bears S 68°05'29" W, a distance of 173.99 feet to a 1/2 inch iron rod with a 1-1/2 inch aluminum cap stamped "Texas Dept of Tran" found,

2. S 58°43'50" W, a distance of 47.47 feet to a TXDOT type II monument found, and

3. S 75°23'37" W, a distance of 54.82 feet to a TXDOT type II monument found at the intersection of the north right-of-way line of said Old Ranch Road 12 with the east right-of-way of said Wonder World Drive, being an angle point in the interior lines of said 659.9 acre remainder tract and said 6.4500 acre tract, for the most southerly corner of the tract described herein;

THENCE leaving the north right-of-way line of said Old Ranch Road 12 and with the east right-of-way line of said Wonder World Drive, also with the interior lines of said 659.9 acre remainder tract and said 6.4500 acre tract, with the west line of the tract described herein, with the arc of a curve to the left, having a radius of 1997.36 feet, an arc length of 402.79 feet, and a chord which bears N 37°39'28" W, a distance of 402.11 feet to the **POINT OF BEGINNING** and containing 1.150 acres of land, more or less.

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

FIELD NOTES DESCRIPTION - TRACT 3

2.303 ACRES

DESCRIPTION OF 2.303 ACRES OF LAND SITUATED IN THE LYDIA GLASGOW SURVEY NO. 14, ABSTRACT NO. 188, HAYS COUNTY, TEXAS; BEING A PORTION OF THE REMAINDER OF THAT CALLED 659.9 ACRE TRACT (ONE HALF UNDIVIDED INTEREST), DESCRIBED IN THE SPECIAL WARRANTY DEED FROM HAROLD M. FREEMAN, A SINGLE MAN, TO FROST NATIONAL BANK, INDEPENDENT EXECUTOR & TRUSTEE UNDER THE WILL OF JOSEPH FREEMAN (DECEASED), OF RECORD IN VOLUME 359, PAGE 863, DEED RECORDS OF HAYS COUNTY, TEXAS; SAID 653.045 ACRES BEING COMPRISED OF TRACT 1 (649.592 ACRES), TRACT 2 (1.150 ACRES) AND TRACT 3 (2.303 ACRES), AS SURVEYED BY BOWMAN CONSULTING GROUP, LTD., BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2 inch iron rod with a 1-1/2 inch aluminum cap stamped "Texas Dept of Tran" found in the east right-of-way line of said Wonder World Drive, being an angle point in the northerly line of said 659.9 acre remainder tract and an angle point in the easterly line of that called 6.4500 acre tract of land described in the Special Warranty Deed to the City of San Marcos, of record in Volume 3100, Page 712, Official Public Records of Hays County, Texas, same being the most northerly corner of that called 6.8059 acre tract of land described in the Special Warranty Deed to the City of San Marcos, of record in Volume 3197, Page 401, Official Public Records of Hays County, Texas, same being an angle point in the westerly line of that called 114 acre tract described as "Tract 1" in the Executor's Deed to Marla D. Sams & Marvin C. Wills, Jr., Co-Trustees of the Marvin C. Wills Family Trust, of record in Volume 3394, Page 424, Official Public Records of Hays County, Texas, for the most southerly corner and **POINT OF BEGINNING** of the tract described herein, from which a 1/2 inch iron rod with a 1-1/2 inch aluminum cap stamped "Texas Dept of Tran" found in the west right-of-way line of said Wonder World Drive, being an angle point in the northerly line of said 659.9 acre remainder tract, same being the most southerly corner of said 6.4500 acre tract, same being the northwest corner of said 6.8059 acre tract, bears, S 35°27'05" W, a distance of 243.79 feet;

THENCE with the east right-of-way line of said Wonder World Drive, also with the interior lines of said 659.9 acre remainder tract and said 6.4500 acre tract, with the west line of the tract described herein, the following two (2) courses and distances:

1. N 19°34'42" W, a distance of 83.03 feet to a TXDOT type II monument found at the beginning of a curve to the left,

2. with the arc of said curve to the left, having a radius of 2009.86 feet, an arc length of 276.89 feet, and a chord which bears N 23°34'40" W, a distance of 276.67 feet to a 1/2 inch iron rod with plastic cap stamped "BCG" set at the intersection of the east right-of-way line of said Wonder World Drive with the south right-of-way line of said Old Ranch Road 12, being an angle point in the interior lines of said 659.9 acre remainder

tract and said 6.4500 acre tract, for the most westerly corner of the tract described herein;

THENCE leaving the east right-of-way line of said Wonder World Drive and with the south right-of-way line of said Old Ranch Road 12, also with the interior lines of said 659.9 acre remainder tract and said 6.4500 acre tract, with the north line of the tract described herein, the following three (3) courses and distances:

1. N 37°48'08" E, a distance of 46.59 feet to a 1/2 inch iron rod with a 1-1/2 inch aluminum cap stamped "Texas Dept of Tran" found,

2. N 58°50'07" E, a distance of 47.11 feet to a 1/2 inch iron rod with a 1-1/2 inch aluminum cap stamped "Texas Dept of Tran" found at the beginning of a curve to the right, and

3. with the arc of said curve to the right, having a radius of 440.00 feet, an arc length of 390.22 feet, and a chord which bears N 84°25'07" E, a distance of 377.56 feet to a painted hole found in concrete being the most easterly corner of said 6.4500 acre tract and an angle point in the easterly line of said 659.9 acre remainder tract, also being in the west line of said 114 acre remainder tract, for the most easterly corner of the tract described herein,

THENCE S 35°28'03" W, with a portion of the east line of said 659.9 acre remainder tract and also with a portion of the west line of said 114 acre remainder tract, with the east line of the tract described herein, a distance of 527.61 feet to the **POINT OF BEGINNING** and containing 2.303 acres of land, more or less.

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

FIELD NOTES DESCRIPTION - TRACT 4

14.062 ACRES

Attached

FIELD NOTES DESCRIPTION

DESCRIPTION OF 14.062 ACRES (312,548 SQUARE FEET) OF LAND SITUATED IN THE JOHN WILLIAMS SURVEY, ABSTRACT No. 490 AND THE LYDIA GLASGOW SURVEY No. 14, ABSTRACT No. 188, HAYS COUNTY, TEXAS; BEING A PORTION OF TRACT 1: {a} 114 ACRES CONVEYED TO MARCIE B. WILLS, ET. AL., RECORDED IN TRUST DISTRIBUTION DEED INSTRUMENT No. 16043487, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY TEXAS (O.P.R.H.C.TX.); SAID 14.062 ACRES OF LAND AS SURVEYED BY BOWMAN CONSULTING GROUP, LTD. AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a ½-inch iron rod with a 1-½-inch aluminum cap stamped TX.D.O.T. found on the northeasterly right-of-way line of Wonder World Drive (right-of-way width varies), at the southwesterly corner of the herein described tract and being a common corner to a 2.303 acre tract conveyed to Lazy Oaks Ranch, LP, recorded in Volume 4931 at page 450, designated as Tract 2, O.P.R.H.C.TX. and to a called 6.8059 acres conveyed to the City of San Marcos, recorded in Volume 3197 at Page 401, O.P.R.H.C.TX., from which a TXDOT Type I concrete monument, found, on said northeasterly right-of-way line, bears North 19 degrees 34 minutes 44 seconds West, a distance of 82.92 feet; in addition, from said beginning point a ½-inch iron rod with a 1-½-inch aluminum cap stamped TX.D.O.T. found on the southwesterly right-of-way line of said drive and at a southwesterly corner of said 6.8059 acres, bears South 35 degrees 26 minutes 58 seconds West, a distance of 243.80 feet;

THENCE, leaving said northeasterly right-of-way and said 6.8059 acres and continuing along the easterly line of said 2.303 acre tract North 35 degrees 29 minutes 39 seconds East, a distance of 527.62 feet, to a calculated point at the northeasterly corner of said 2.303 acre tract and a corner of the herein described tract;

THENCE, continuing along said easterly line North 35 degrees 29 minutes 39 seconds East, a distance of 11.66 feet to a calculated point on the southern right-of-way line of Old Ranch Road 12 (right-of-way width varies) at the northwesterly corner of the herein described tract;

THENCE, leaving said easterly line and continuing along said southern right-of-way line for the following two (2) courses and distances;

1.) South 66 degrees 39 minutes 22 seconds East, a distance of 261.53 feet to a TXDOT Type I concrete monument found at a corner of the herein described tract;

2.) 481.55 feet along the arc of a curve turning to the left, having a radius of 3869.72 feet and a chord that bears South 70 degrees 28 minutes 09 seconds East, a distance of 481.24 feet, to a ½-inch iron rod found at the northeasterly corner of the herein described tract and at the northwesterly corner to an 8.661 acre partition (Tract 2: North Portion) of Tract 1: {b} 17.45 acres conveyed to Marice B. Wills, Et. Al., recorded in Trust Distribution Deed Instrument No. 16043487, O.P.R.H.C.TX., from which a ½-inch iron rod with a 1-½-inch aluminum cap stamped "CMR/PROTECH SURVEYING RPLS 4288", found on said southern right-of-way line, bears South 79 degrees 41 minutes 36 seconds East, a distance of 239.59 feet;

THENCE, leaving said southern right-of-way and continuing along the westerly line of said 8.661 acre partition South 36 degrees 40 minutes 50 seconds West, a distance of 1210.09 feet, to a ½-inch iron rod with a plastic cap stamped "BCG" set on the northeasterly right-of-way line of Wonder World Drive (right-of-way width varies), at the southeasterly corner of the herein described tract and being common corner to said 8.661 acre partition and to aforesaid 6.8059 acres, from which a ½-inch iron rod with a plastic cap stamped " JC EVANS" found bears South 18 degrees 57 minutes 09 seconds West, a distance of 2.17 feet; in addition, from said corner a ½-inch iron rod with a 1-½-inch aluminum cap stamped TX.D.O.T., found on said northeasterly right-of-way line at the common corner of said 8.661 acre partition and said 6.8059 acres, bears South 19 degrees 38 minutes 00 seconds West, a distance of 403.95 feet;

THENCE, leaving said westerly line and continuing with said 6.8059 acres along said northeasterly right-of-way line North 19 degrees 38 minutes 00 seconds West, a distance of 845.05 feet to the **POINT OF BEGINNING** and containing 14.062 acres (312,548 square feet) of land, more or less.

BEARING BASIS: Texas Coordinate System, NAD 83, South Central Zone, Grid.

BOWMAN WORD FILE: FN2359

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

That I, Terry L. Rowe, 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 a survey made on the ground in December 2019, under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, on this 04 day of February 2020 A.D.

Bowman Consulting Group, Ltd.
Austin, Texas 78746

Terry L. Rowe
Registered Professional Land Surveyor
No. 5493 – State of Texas

FIELD NOTES DESCRIPTION - TRACT 5

8.661 ACRES

Attached

FIELD NOTES DESCRIPTION

DESCRIPTION OF 8.661 ACRES (377,274 SQUARE FEET) OF LAND SITUATED IN THE JOHN WILLIAMS SURVEY, ABSTRACT No. 471, THE JOHN WILLIAMS SURVEY, ABSTRACT No. 490 AND THE LYDIA GLASGOW SURVEY No. 14, ABSTRACT No. 188, HAYS COUNTY, TEXAS; BEING A PORTION OF TRACT 1: {b} 17.45 ACRES CONVEYED TO MARCIE B. WILLS, ET. AL., RECORDED IN TRUST DISTRIBUTION DEED INSTRUMENT No. 16043487, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY TEXAS (O.P.R.H.C.TX.); SAID 8.661 ACRES OF LAND AS SURVEYED BY BOWMAN CONSULTING GROUP, LTD. AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a ½-inch iron rod with a 1-½-inch aluminum cap stamped TX.D.O.T. found on the northeasterly right-of-way line of Wonder World Drive (right-of-way varies), the southeasterly corner of the herein described tract, and being a common corner to Partition Deed Tract 1: 17.45 acres conveyed to Marion H. Wills, recorded in Volume 2530 at page 720, O.P.R.H.C.TX. and to called 6.8059 acres conveyed to the City of San Marcos, recorded in Volume 3197 at Page 401, O.P.R.H.C.TX., from said beginning point a ½-inch iron rod with a 1-½-inch aluminum cap stamped TX.D.O.T., found on the southwesterly right-of-way line of said drive and at the southwesterly corner of said 6.8059 acres, bears South 32 degrees 28 minutes 22 seconds West, a distance of 253.66 feet;

THENCE, leaving said Partition Deed Tract 1: 17.45 acres and continuing with said 6.8059 acres along said northeasterly right-of-way line North 19 degrees 38 minutes 00 seconds West, a distance of 403.95 feet, to a ½-inch iron rod with a plastic cap stamped "BCG" set at the southwesterly corner of the herein described tract and being a common corner to said 6.8059 acres and a 14.062 acre partition (Tract 1: North Portion) of Tract 1: {a} 114 acres conveyed to Marice B. Wills, Et. Al., recorded in Trust Distribution Deed Instrument No. 16043487, O.P.R.H.C.TX., from which a ½-inch iron rod with a plastic cap stamped " JC EVANS" found bears South 18 degrees 57 minutes 09 seconds West, a distance of 2.17 feet;

THENCE, leaving said 6.8059 acres and said northeasterly right-of-way line and continuing along the easterly line of said 14.062 acre partition North 36 degrees 40 minutes 50 seconds East, a distance of 1210.09 feet, to a ½-inch iron rod found on the southern right-of-way line of Old Ranch Road 12 (right-of-way width varies), the northwesterly corner of the herein described tract, and being a common corner to said 14.062 acre partition, from which a TXDOT Type I concrete monument found on said southern right-of-way line bears North 70 degrees 28 minutes 09 seconds West, a distance of 481.24 feet;

THENCE, leaving said 14.062 acre partition and continuing along said southern right-of-way line 239.63 feet along the arc of a curve turning to the left, having a radius of 3869.72 feet and a chord that bears South 75 degrees 41 minutes 36 seconds East, a distance of 239.59 feet, to a ½-inch iron rod with a 1-½-inch aluminum cap stamped "CMR/PROTECH SURVEYING RPLS 4288" found at the northeasterly corner of the herein described tract and being a common corner to aforesaid Partition Deed Tract 1: 17.45 acres, from which a ½-inch iron rod, found, on said southern right-of-way line, bears South 79 degrees 13 minutes 57 seconds East, a distance of 239.76 feet;

THENCE, leaving said southern right-of-way line and continuing along the westerly line of aforesaid Partition Deed Tract 1: 17.45 acres South 32 degrees 23 minutes 07 seconds West, a distance of 1529.64 feet, to the **POINT OF BEGINNING** and containing 8.661 acres (377,274 square feet) of land, more or less.

BEARING BASIS: Texas Coordinate System, NAD 83, South Central Zone, Grid.

BOWMAN WORD FILE: FN2358(sf)

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

That I, Terry L. Rowe, 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 a survey made on the ground in December 2019, under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, on this 04 day of February 2020 A.D.

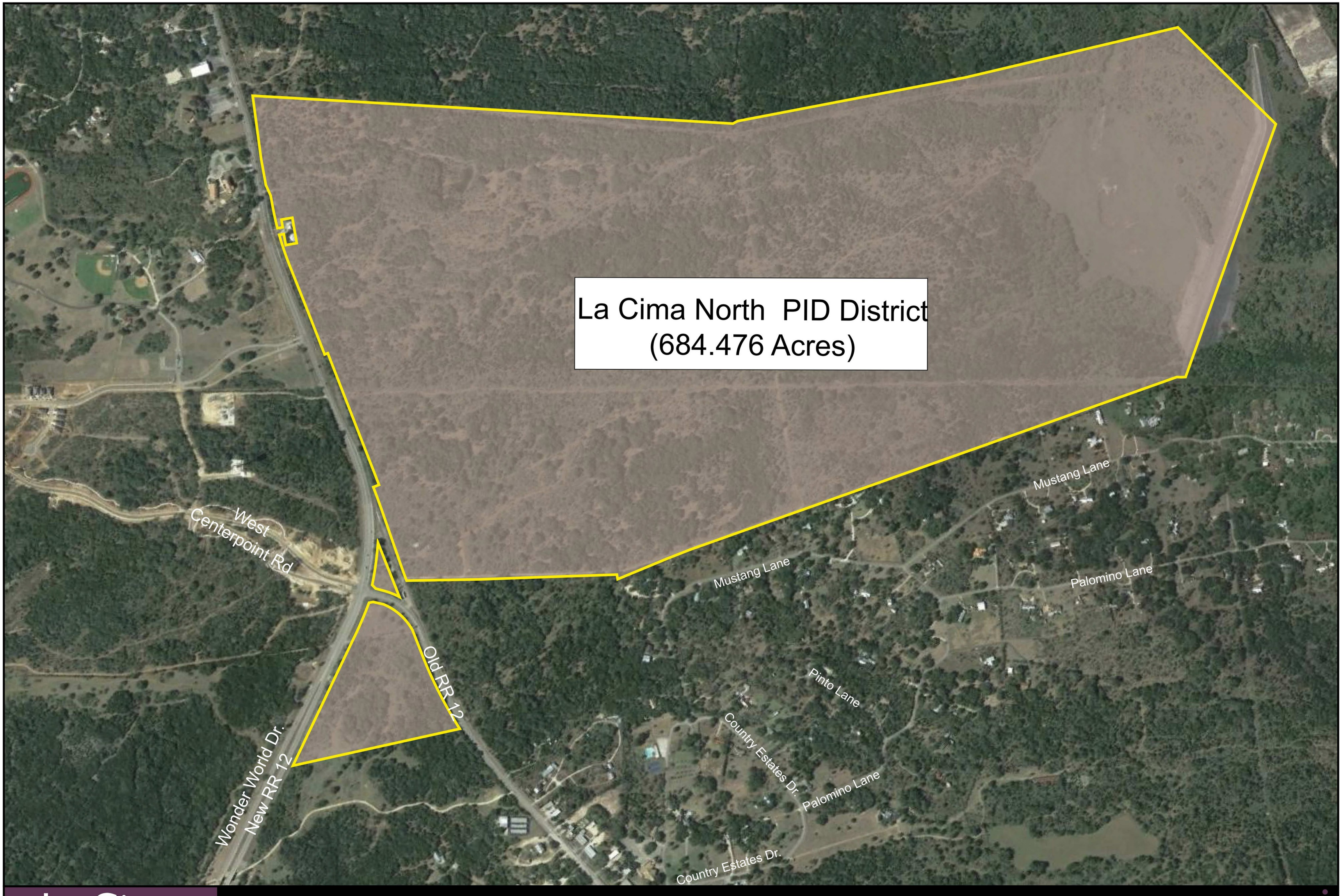
Bowman Consulting Group, Ltd.
Austin, Texas 78746

Terry L. Rowe
Registered Professional Land Surveyor
No. 5493 – State of Texas

EXHIBIT B

LA CIMA NORTH PID DISTRICT
MAP

Attached



La Cima
San Marcos

PID MAP - La Cima North District

SCALE : 1" = 300'
0 150 300 600
DATE : 04-26-2022

NORTH

712 Congress Avenue, Suite 300
Austin, TX 78701
Tel: (512) 480-0032 Fax: (512) 480-0617
www.rviplanning.com
rvi planning + landscape architecture

All information furnished regarding this property is from sources deemed reliable. However, RVi has not made an independent investigation of these sources and no warranty or representation is made by RVi as to the accuracy thereof and same is submitted subject to errors, omissions, land plan changes, or other conditions. This land plan is conceptual in nature and does not represent any regulatory approval. Land plan is subject to change. The developer has reserved the right, without notice,to make changes to this map and other aspects of the development to comply with governmental requirements and to fulfill its marketing objective.

File: L:\2013\134031\La Cima\Development Agreement\2022-01-21 PID Mps\La Cima PID Maps 2022-04-26.dwg

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Date: 08/30/2022
Requested By:
Sponsor: Commissioner Shell

Agenda Item

Discussion and possible action to adopt a Resolution of Hays County, Texas authorizing and creating the La Cima North Public Improvement District in accordance with Chapter 372 of the Texas Local Government Code; providing for related matters; and providing an effective date. **SHELL**

Summary

Attachments

Resolution creating La Cima North PID

CERTIFICATE OF COUNTY CLERK

THE STATE OF TEXAS §
§
COUNTY OF HAYS §

THE UNDERSIGNED HEREBY CERTIFIES that:

The Commissioners Court (the "Court") of Hays County, Texas (the "County"), convened on the 30th day of August, 2022 in regular session at the regular meeting place of the Court in the County Courthouse, Room 301, 111 E. San Antonio Street, San Marcos, Texas (the "Meeting"), which Meeting was at all times open to the public, the duly constituted officers and members of the Court being as follows:

Ruben Becerra	County Judge
Debbie Gonzales Ingalsbe	Commissioner, Precinct No. 1
Mark Jones	Commissioner, Precinct No. 2
Lon Shell	Commissioner, Precinct No. 3
Walt Smith	Commissioner, Precinct No. 4

and all of such persons were present at the Meeting, except [_____], thus constituting a quorum. Among other business considered at the Meeting, the attached resolution (the "Resolution") entitled:

A RESOLUTION OF HAYS COUNTY, TEXAS, AUTHORIZING AND CREATING THE LA CIMA NORTH PUBLIC IMPROVEMENT DISTRICT IN ACCORDANCE WITH CHAPTER 372 OF THE TEXAS LOCAL GOVERNMENT CODE; PROVIDING FOR RELATED MATTERS; AND PROVIDING AN EFFECTIVE DATE

was introduced for the due consideration of the Court. After presentation and discussion of the Resolution, a motion was made by Commissioner [_____] that the Resolution be passed and adopted. The motion was seconded by Commissioner [_____] and carried by the following vote:

_ voted "For" _ voted "Against" _ "Abstained"

all as shown in the official Minutes of the Court for the Meeting.

The attached Resolution is a true and correct copy of the original on file in the official records of the County; the duly qualified and acting members of the Court on the date of the Meeting are those persons shown above, and, according to the records of my office, each member of the Court was given actual notice of the time, place, and purpose of the Meeting and had actual notice that the Resolution would be considered; and the Meeting and deliberation of the aforesaid public business, including the subject of the Resolution, was posted and given in advance thereof in compliance with the provisions of Chapter 551, as amended, Texas Government Code.

IN WITNESS WHEREOF, I have signed my name officially and affixed the seal of the Commissioners Court, this ____ day of _____, 2022.

_____
County Clerk and Ex-Officio Clerk of the
Commissioners Court of Hays County, Texas

(SEAL OF THE COMMISSIONERS COURT)

HAYS COUNTY, TEXAS

A RESOLUTION OF HAYS COUNTY, TEXAS, AUTHORIZING AND CREATING THE LA CIMA NORTH PUBLIC IMPROVEMENT DISTRICT IN ACCORDANCE WITH CHAPTER 372 OF THE TEXAS LOCAL GOVERNMENT CODE; PROVIDING FOR RELATED MATTERS; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, Hays County, Texas (the "County") is authorized under Chapter 372 of the Texas Local Government Code, as amended, (the "Act") to create a public improvement district within the County and the extraterritorial jurisdiction of the City of San Marcos, Texas (the "City");

WHEREAS, on April 27, 2022, LCSM WW, LLC and Frost Bank, independent executor and trustee under the will of Joseph Freeman (deceased) (collectively, the "Petitioner"), submitted and filed with the County Clerk of the County a petition (the "Petition") requesting the establishment of the La Cima North Public Improvement District (the "District") covering approximately 684.476 acres, the boundaries of the proposed District described in Exhibit A and depicted on Exhibit B (the "Property") attached hereto and incorporated herein for all purposes, said area for the District being within the boundaries of the County and the extraterritorial jurisdiction of the City;

WHEREAS, the Petition estimated the total cost of the Authorized Improvements (as defined herein) for the proposed District to be $60,000,000 (including issuance and other financing costs);

WHEREAS, the Commissioners Court of the County (the "Commissioners Court") has reviewed the Petition and determined that the Petition satisfies the requirements of the Act;

WHEREAS, on August 9, 2022, the Commissioners Court, by resolution, called a public hearing to be held on the creation of the proposed District and the advisability of the improvements and services for the District;

WHEREAS, after publishing notice of the public hearing in the *San Marcos Daily Record*, a newspaper of general circulation in the County and the extraterritorial jurisdiction of the City in which the proposed District is to be located or in which the improvements are to be undertaken, and mailing notice of the public hearing, all as required by and in conformity with the Act, the Commissioners Court conducted such the public hearing on the creation of the proposed District and the advisability of the improvements and services for the District on August 30, 2022;

WHEREAS, all owners of the property located within the proposed District and all other interest persons were given the opportunity at the public hearing to speak for or against the creation of the District and the advisability of the improvements and services for the District;

WHEREAS, the Commissioners Court closed such public hearing on August 30, 2022; and

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSIONERS COURT OF THE COUNTY OF HAYS COUNTY, TEXAS:

SECTION 1. The findings set forth in the recitals of this Resolution are hereby found to be true and correct and are hereby incorporated by reference for all purposes as if set for in full herein.

SECTION 2. The Petition was filed with the County Clerk and complies with Subchapter A 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 Commissioners Court after considering the Petition and the evidence and testimony presented at the public hearing on August 30, 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 advisable and desirable improvements for the District.

(b) **General Nature of the Authorized Improvements**. The purposes of the District include the design, acquisition, construction, and improvement of public improvement projects authorized by the Act (the "Authorized Improvements") that are necessary for the development of the Property, which Authorized Improvements may include: (a) (1) the establishment of parks and open space, together with the design, construction and maintenance of any ancillary structures, features or amenities such as trails, pavilions, community facilities, swimming pools, irrigation, walkways, lighting, benches, trash receptacles and any similar items located therein; (2) landscaping; (3) acquisition, construction, and improvement of water, wastewater and drainage facilities; (4) acquisition, construction and improvement of streets, roadways, rights-of-way and related facilities; (5) entry monumentation and features; (6) signage; (7) projects similar to those listed in (1)-(6); and (b) the payment of costs associated with constructing and financing the public improvements listed in subparagraphs (1)-(7) above, including costs of establishing, administering and operating the District. These Authorized Improvements shall promote the interests of the County and are of the nature that will confer a special benefit upon the Property by enhancing the value of such property within the District.

(c) **Estimated Costs of the Authorized Improvements and Apportionment of Costs**. The estimated total costs of the Authorized Improvements are $60,000,000, including issuance and other financing costs, such as bond issuance costs, legal and financial fees, capitalization of bond interest, creation

of a bond reserve fund and expenses incurred in the establishment of the District, which costs shall be paid by assessments levied on the Property within the District. The costs of the Authorized Improvements will be apportioned between the District and the County as allowed by the Act. The County will not be obligated to provide any funds to finance the Authorized Improvements, other than from assessments levied on the Property. The Petitioner or developer of the Property (the "Developer") may also pay certain costs of the Authorized Improvements from other funds available to the Petitioner or the Developer, as applicable.

(d) **Boundaries of the District**. The District is proposed to include approximately 684.476 acres of land generally located on the north frontage of Wonder World Drive, northeast and south of the intersection of Wonder World Drive and Old Ranch Road 12, located within the boundaries of the County and the extraterritorial jurisdiction of the City and as more particularly described by the metes and bounds description attached hereto as Exhibit A and depicted Exhibit B.

(e) **Proposed Method of Assessment**. The County 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 of the Authorized Improvements on property similarly benefitted. The County may levy assessments to pay for the operation, maintenance, and other expenses related to the Authorized Improvements. Any assessments may be paid in full at any time (including accrued and unpaid interest and principal), and, if not paid in full, 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 County, with the assistance of a consultant, who shall, from time to time, advise the County regarding certain operations of the District.

(g) **Advisory Board**. The District shall be managed without the creation of an advisory body.

SECTION 4. The La Cima North Public Improvement District is hereby authorized and created as a public improvement district under the Act in accordance with the findings of the Commissioners Court as to the advisability of the Authorized Improvements and services for the District contained in this Resolution. The Authorized Improvements are authorized to be made in accordance with the service and assessment plan for the La Cima North Public Improvement District and other agreements between the County and the Petitioner to be approved by the Commissioners Court at a future meeting.

SECTION 5. Notice of this Resolution authorizing the District shall be given by filing a copy of this Resolution with the County Clerk of the County. Effective upon the date of passage of this Resolution, the District shall be established.

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

[Signature page follows]

DULY PASSED AND APPROVED BY THE COMMISSIONERS COURT ON THIS 30TH DAY OF AUGUST, 2022.

HAYS COUNTY, TEXAS

_____

RUBEN BECERRA, County Judge of Hays County, Texas

(COUNTY SEAL)

ATTEST:

_____

ELAINE H. CÁRDENAS, County Clerk and Ex-Officio Clerk of the Commissioners Court of Hays County Texas

STATE OF TEXAS §
§
COUNTY OF HAYS §

This instrument was acknowledged before me on the _____ day of _____, 2022 by Ruben Becerra, County Judge of Hays County, Texas on behalf of said County.

_____

Notary Public, State of Texas

(SEAL)

EXHIBIT A

LEGAL DESCRIPTION

[see attached]

DOUCET

Exhibit "__"

7401B Highway 71 West, Suite 160
Austin, TX 78735
Office: 512.583.2600
Fax: 512.583.2601

Doucetengineers.com

658.3-Acre Tract
Hays County, Texas

D&A Job No. 1722-014
April 12, 2022

DESCRIPTION
658.3 Acre Tract

BEING A 658.3 ACRE TRACT OUT OF THE JOHN CARSON SURVEY NUMBER 3, ABSTRACT NUMBER 80, THE PATRICK MCGREAL SURVEY NUMBER 1, ABSTRACT NUMBER 308, THE JOHN WILLIAMS SURVEY, ABSTRACT NUMBER 490, THE THOMAS H.W. FORSITH SURVEY NUMBER 2, ABSTRACT NUMBER 173, AND THE JOHN MAXAMILLIN JR SURVEY NUMBER 15, ABSTRACT NUMBER 299, HAYS COUNTY, TEXAS, BEING COMPRISED OF TWO (2) TRACTS: 1) THE REMAINDER OF A CALLED 716.234 ACRE TRACT, DESCRIBED TO CHRISTINE ALEXANDER, SUBSTITUTE TRUSTEE OF THE WILL AND ESTATE OF JOSEPH FREEMAN, RECORDED IN VOLUME 769, PAGE 688, OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS [O.P.R.H.C.T.], AND 2) THE REMAINDER OF A CALLED 105.55 ACRE TRACT, CONVEYED TO THE FROST NATIONAL BANK, TRUSTEE OF THE JOSEPH FREEMAN TESTAMENTARY TRUST, RECORDED IN VOLUME 1189, PAGE 94 OF THE OFFICIAL RECORDS OF HAYS COUNTY, TEXAS [O.R.H.C.T.]; SAID 658.3 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2-inch iron rod with cap stamped "DOUCET" set in the existing northeast right-of-way line of Ranch Road 12, for the northeast corner of a called 3.433-acre tract of land conveyed to Hays County, recorded in Volume 4264, Page 511 of the Official Public records of Hays County, Texas [O.P.R.H.C.T.], same point being in the west line of a called 19.46-acre tract, conveyed to Nolen Boesch Stanford and Joy Stanford, Co-Trustees of the Nolen Stanford and Joy Stanford Revocable Trust, recorded in Volume 5323, Page 579 [O.P.R.H.C.T.] and for the southeast corner of the tract described herein, from which a 3/8-inch iron rod found (bent) for the southwest corner of said 716.234-acre tract, bears S43°28'28"W, a distance of 26.32 feet;

THENCE with common line of said R.R. 12 and said 3.433-acre tract, over and across said 716.234-acre tract, the following seven (7) courses:

1) N65°31'26"W, for a distance of 156.35 feet, to a 1/2-inch iron rod with cap stamped "TxDot" found for an angle corner of the tract described herein,
2) N64°39'24"W, for a distance of 531.82 feet, to a 1/2-inch iron rod with cap stamped "DOUCET" set for an angle corner of the tract described herein,
3) With a curve to the left, defined by an arc length of 200.91 feet, a radius of 5,561.70 feet, a delta angle of 02°04'11", and a chord which bears N65°46'46"W, for a distance of 200.90 feet, to a 1/2-inch iron rod with cap stamped "TxDot" found for an angle corner of the tract described herein,
4) N23°10'30"E, for a distance of 55.06 feet, to a 1/2-inch iron rod with cap stamped "TxDot" found for an angle corner of the tract described herein,
5) N66°45'19"W, for a distance of 1,264.68 feet, to a 1/2-inch iron rod with cap stamped "TxDot" found for an angle corner of the tract described herein,

(CONTINUED ON NEXT PAGE)

DOUCET

6) S23°12'31"W, for a distance of 29.99 feet, to a 1/2-inch iron rod with cap stamped "TxDot" found for an angle corner of the tract described herein, and
7) N66°45'17"W, for a distance of 414.89 feet, to a 1/2-inch iron rod with cap stamped "TxDot" found in the common line of said remainder of a called 716.234-acre tract and said 105.55-acre tract, and for an angle corner of the tract described herein;

THENCE with common line of said R.R. 12 and said 3.025-acre tract, over and across said 105.55-acre tract, the following two (2) courses:

1) N66°45'43"W, for a distance of 443.49 feet, to a 5/8-inch iron rod with cap stamped "TxDot" found for an angle corner of the tract described herein and
2) With a curve to the right, defined by an arc length of 286.96 feet, a radius of 2,765.96 feet, a delta angle of 05°56'39", and a chord which bears N63°48'21"W, for a distance of 286.83 feet, to a magnail with shiner "BCG" found for an angle corner of the tract described herein;

THENCE, N35°07'28"E, with the common line of said 105.55-acre tract and Lot 1, La Cima, Offsite Water Booster Station, Lot 1 Final Plat, recorded in Document No. 17028737 in the Plat Records of Hays County, Texas [P.R.H.C.T.], being that same tract conveyed to The City of San Marcos, recorded in Document No. 19006243, [O.P.R.H.C..], for a distance of 41.73 feet, to a 1/2-inch iron rod with cap stamped "DOUCET" set for the southwest corner of a called 0.23-acre tract conveyed to City of San Marcos, recorded in Volume 1238, Page 725, [O.R.H.C.T.] and for an angle corner of the tract described herein;

THENCE with line of said 0.23-acre tract, continuing over and across said 105.55-acre tract, the following three (3) courses:

1) S54°44'21"E, for a distance of 99.86 feet, to a 1/2-inch iron rod with cap stamped "BYRN" found for an angle corner of the tract described herein,
2) N35°14'37"E, for a distance of 99.99 feet, to a 1/2-inch iron rod with cap stamped "BYRN" found for an angle corner of the tract described herein, and
3) N54°45'29"W, partially with the north line of said Lot 1, for a distance of 230.66 feet, to a 1/2-inch iron rod with cap stamped "BCG" found for the northeast corner of said Lot 1 and for an angle corner of the tract described herein;

THENCE with line of said Lot 1, continuing over and across said 105.55-acre tract, the following three (3) courses:

1) S35°10'05"W, for a distance of 99.66 feet, to a 1/2-inch iron rod with cap stamped "BCG" found for an angle corner of the tract described herein,
2) S54°55'03"E, for a distance of 69.92 feet, to a 1/2-inch iron rod with cap stamped "DOUCET" set for an angle corner of the tract described herein, and
3) S35°17'42"W, for a distance of 48.99 feet, to a 1/2-inch iron rod with cap stamped "DOUCET" set in the existing northeast right-of-way line of R.R. 12 for an angle corner of the tract described herein;

(CONTINUED ON NEXT PAGE)

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THENCE with common line of said R.R. 12 and said 3.025-acre tract, continuing over and across said 105.55-acre tract, the following four (4) courses:

1) With a curve to the right, defined by an arc length of 197.22 feet, a radius of 2,764.79 feet, a delta angle of 04°05'13", and a chord which bears N57°10'50"W, for a distance of 197.18 feet, to 5/8-inch iron rod with cap stamped "TxDot" found for an angle corner of the tract described herein,
2) N55°25'57"W, for a distance of 102.05 feet, to a 5/8-inch iron rod with cap stamped "TxDot" found for an angle corner of the tract described herein,
3) N69°32'34"W, for a distance of 102.58 feet, to a 5/8-inch iron rod with cap stamped "TxDot" (bent) found for an angle corner of the tract described herein, and
4) N55°26'48"W, for a distance of 224.88 feet, to a 1/2-inch iron rod with cap stamped "DOUCET" set for the southeast corner of a called 0.3766-acre tract, conveyed to the State of Texas, recorded in Document No. 17007275, [O.P.R.H.C.T.] and for an angle corner of the tract described herein;

THENCE, N52°47'06"W, with common line of said R.R. 12 and said 0.3766-acre tract, continuing over and across said 105.55-acre tract, for a distance of 582.27 feet to a 5/8-inch iron rod with cap stamped "TxDot" found in the west line of said 105.55-acre tract, same point being in the east line of the remainder of a called 3,486.6-acre tract conveyed to Frost National Bank, Independent Executor and Trustee under the Will of Joseph Freeman, recorded in Volume 359, Page 887 of The Deed Records of Hays County, Texas [D.R.H.C.T.] and for the southwest corner of the tract described herein, from which a 5/8-inch iron rod with cap stamped "TxDot" found bears S50°04'16"W, a distance of 49.53 feet;

THENCE, N49°55'52"E, with the common line of said 105.55-acre tract and said remainder of a called 3,486.6-acre tract, for a distance of 4,251.74 feet to a 4-1/2" iron pipe fence post found the north corner of said 105.55-acre tract, for the southeast corner of a called 94.23-acre tract, conveyed to Southwest Texas State University, Operating Co-Trustee and The Frost National Bank, Inactive Co-Trustee of the Harold M. Freeman Testamentary Trust, recorded in Volume 1189, Page 99 [O.P.R.H.C.T.], for an angle corner of said 3,486.6-acre tract and for an angle corner of the tract described herein;

THENCE with the southeast line of said 94.23-acre tract, over and across said 716.234-acre tract, the following two (2) courses:

1) N32°58'31"E, for a distance of 2,076.98 feet to a 4-1/2" iron pipe fence post found for an angle corner of the tract described herein, and
2) N37°21'34"E, for a distance of 2,082.81 feet to a 4-1/2" iron pipe fence post found for the northeast corner of said 94.23-acre tract, same being in the south line of said 3,486.6-acre tract, and for the northwest corner of the tract described herein, from which a 60D nail found bears N60°57'21"W, a distance of 1.17 feet;

THENCE with common line of said 716.234-acre tract and said 3,486.6-acre tract, the following three (3) courses and distances:

1) S85°03'39"E, for a distance of 82.90 feet, to a 1/2-inch iron rod with cap stamped "DOUCET" set for an angle corner of the tract described herein,

(CONTINUED ON NEXT PAGE)

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2) S84°27'48"E, for a distance of 452.04 feet, to a 1/2-inch iron rod with cap stamped "DOUCET" set for an angle corner of the tract described herein, and
3) S84°26'51"E, for a distance of 432.88 feet, to a 1/2-inch iron rod with cap found for the northwest corner of a called 60.77-acre tract, conveyed to Southwest Texas State University, Operating Co-Trustee and The Frost National Bank, Inactive Co-Trustee of the Harold M. Freeman Testamentary Trust, recorded in Volume 1189, Page 99 [O.R.H.C.T.], and for the northeast corner of the tract described herein;

THENCE, S26°31'02"E, with the west line of said 60.77-acre tract, over and across said 716.234-acre tract, for a distance of 2,270.37 feet to 1-inch iron pipe found for the southwest corner of said 60.77-acre tract, same being in the easterly line of said 716.234-acre tract, same being in the west line of Country Estates 2 Subdivision, an unrecorded subdivision, and for the northeast corner of the tract described herein;

THENCE with common line of said 716.234-acre tract and said Country Estates 2 Subdivision, the following two (2) courses and distances:

1) S45°33'06"W, for a distance of 44.43 feet, to a 1/2-inch iron rod found for an angle corner of the tract described herein, and
2) S25°36'43"W, for a distance of 5,199.11 feet, to a 2-7/8-inch metal fence corner post found for the common corner of said County Estates 2 Subdivision and said 19.46-acre tract and for an angle corner of the tract described herein,

THENCE, S43°28'55"W, with the west line of said 19.46-acre tract and the east line of said 716.234-acre tract, for a distance of 1,879.19 feet to the **POINT OF BEGINNING** of the tract described herein and containing 658.3-acres more or less.

Notes:
Basis of bearings is the Texas Coordinate System, South Central Zone [4204], NAD83 (2011), Epoch 2010. All distances are surface values and may be converted to grid by using the surface adjustment factor of 1.000077936 Units: U.S. Survey Feet.

I, Christopher W. Terry, Registered Professional Land Surveyor, hereby certify that this description and accompanying plat of even date represent an actual survey performed on the ground.

04/12/2022

Christopher W. Terry Date
Registered Professional Land Surveyor
Texas Registration No. 6649
Doucet & Associates
Cterry@DoucetEngineers.com
TBPELS Firm Registration No. 10105800

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FIELD NOTES DESCRIPTION - TRACT 2

1.150 ACRES

DESCRIPTION OF 1.150 ACRES OF LAND SITUATED IN THE LYDIA GLASGOW SURVEY NO. 14, ABSTRACT NO. 188, HAYS COUNTY, TEXAS; BEING A PORTION OF THE REMAINDER OF THAT CALLED 659.9 ACRE TRACT (ONE HALF UNDIVIDED INTEREST), DESCRIBED IN THE SPECIAL WARRANTY DEED FROM HAROLD M. FREEMAN, A SINGLE MAN, TO FROST NATIONAL BANK, INDEPENDENT EXECUTOR & TRUSTEE UNDER THE WILL OF JOSEPH FREEMAN (DECEASED), OF RECORD IN VOLUME 359, PAGE 863, DEED RECORDS OF HAYS COUNTY, TEXAS; SAID 1.150 ACRES 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 found in the interior of R.M. Highway No. 12 (R.O.W. varies), being, the common north corner of that called 4.337 acre tract described as "Tract One" in the Warranty Deed to the City of San Marcos, of record in Volume 1080, Page 874, Official Public Records of Hays County, Texas, and that called 0.464 acre tract described as "Parcel 65" in Exhibit "C" in the Special Warranty Deed to the County of Hays, of record in Volume 4264, Page 511, Official Public Records of Hays County, Texas, being the northwest corner of that called 0.14 acre tract described as "Easement Tract IV" in the Easement Agreement between The Frost National Bank, Trustee of the Joseph Freeman Testamentary Trust, and the City of San Marcos, of record in Volume 1239, Page 104, Official Public Records of Hays County, Texas;

THENCE S 66°45'57" E, through the interior of said R.M. Highway No. 12, with the north line of said 0.464 acre tract and said 0.14 acre easement tract, also with a portion of the north lines of said 6.4500 acre tract and that called 0.611 acre tract described as "Easement Tract III" in said Easement Agreement of record in Volume 1239, Page 104, passing at a distance of 451.60 feet a TXDOT type II monument found for the common north corner of said 0.464 acre tract and that called 6.4500 acre tract of land described in the Special Warranty Deed to the City of San Marcos, of record in Volume 3100, Page 712, Official Public Records of Hays County, Texas, continuing for a total distance of 1336.77 feet to a 1/2 inch iron rod with a 1-1/2 inch aluminum cap stamped "Texas Dept of Tran" found at the intersection of the south right-of-way line of said R.M. Highway No. 12 with the east right-of-way line of said Wonder World Drive, for the **POINT OF BEGINNING,** being an angle point in the northerly line of said 659.9 acre remainder tract and also an angle point in the northerly line of said 6.4500 acre tract, for the northwest corner of the tract described herein;

THENCE S 66°45'57" E, continuing with the north line of said 0.611 acre easement tract and also with the south right-of-way line of said R.M. Highway No. 12 and a portion of the north line of said 659.9 acre remainder tract, with the north line of the tract described herein, a distance of 544.90 feet to a 1/2 inch iron rod with a 1-1/2 inch aluminum cap stamped "Texas Dept of Tran" found at the intersection of the south right-of-way line of said R.M. Highway No. 12 with the north right-of-way line of Old Ranch Road 12 (R.O.W. varies), being an angle point in the

northerly lines of said 659.9 acre remainder tract and said 6.4500 acre tract, for the northeast corner of the tract described herein;

THENCE leaving the south right-of-way line of said R.M. Highway No. 12 and the north line of said 0.611 acre easement tract, with the curving north right-of-way line of said Old Ranch Road 12, also with the curving northerly interior lines of said 659.9 acre remainder tract and said 6.4500 acre tract, for the east 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 560.00 feet, an arc length of 174.70 feet, and a chord which bears S 68°05'29" W, a distance of 173.99 feet to a 1/2 inch iron rod with a 1-1/2 inch aluminum cap stamped "Texas Dept of Tran" found,

2. S 58°43'50" W, a distance of 47.47 feet to a TXDOT type II monument found, and

3. S 75°23'37" W, a distance of 54.82 feet to a TXDOT type II monument found at the intersection of the north right-of-way line of said Old Ranch Road 12 with the east right-of-way of said Wonder World Drive, being an angle point in the interior lines of said 659.9 acre remainder tract and said 6.4500 acre tract, for the most southerly corner of the tract described herein;

THENCE leaving the north right-of-way line of said Old Ranch Road 12 and with the east right-of-way line of said Wonder World Drive, also with the interior lines of said 659.9 acre remainder tract and said 6.4500 acre tract, with the west line of the tract described herein, with the arc of a curve to the left, having a radius of 1997.36 feet, an arc length of 402.79 feet, and a chord which bears N 37°39'28" W, a distance of 402.11 feet to the **POINT OF BEGINNING** and containing 1.150 acres of land, more or less.

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

FIELD NOTES DESCRIPTION - TRACT 3

2.303 ACRES

DESCRIPTION OF 2.303 ACRES OF LAND SITUATED IN THE LYDIA GLASGOW SURVEY NO. 14, ABSTRACT NO. 188, HAYS COUNTY, TEXAS; BEING A PORTION OF THE REMAINDER OF THAT CALLED 659.9 ACRE TRACT (ONE HALF UNDIVIDED INTEREST), DESCRIBED IN THE SPECIAL WARRANTY DEED FROM HAROLD M. FREEMAN, A SINGLE MAN, TO FROST NATIONAL BANK, INDEPENDENT EXECUTOR & TRUSTEE UNDER THE WILL OF JOSEPH FREEMAN (DECEASED), OF RECORD IN VOLUME 359, PAGE 863, DEED RECORDS OF HAYS COUNTY, TEXAS; SAID 653.045 ACRES BEING COMPRISED OF TRACT 1 (649.592 ACRES), TRACT 2 (1.150 ACRES) AND TRACT 3 (2.303 ACRES), AS SURVEYED BY BOWMAN CONSULTING GROUP, LTD., BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2 inch iron rod with a 1-1/2 inch aluminum cap stamped "Texas Dept of Tran" found in the east right-of-way line of said Wonder World Drive, being an angle point in the northerly line of said 659.9 acre remainder tract and an angle point in the easterly line of that called 6.4500 acre tract of land described in the Special Warranty Deed to the City of San Marcos, of record in Volume 3100, Page 712, Official Public Records of Hays County, Texas, same being the most northerly corner of that called 6.8059 acre tract of land described in the Special Warranty Deed to the City of San Marcos, of record in Volume 3197, Page 401, Official Public Records of Hays County, Texas, same being an angle point in the westerly line of that called 114 acre tract described as "Tract 1" in the Executor's Deed to Marla D. Sams & Marvin C. Wills, Jr., Co-Trustees of the Marvin C. Wills Family Trust, of record in Volume 3394, Page 424, Official Public Records of Hays County, Texas, for the most southerly corner and **POINT OF BEGINNING** of the tract described herein, from which a 1/2 inch iron rod with a 1-1/2 inch aluminum cap stamped "Texas Dept of Tran" found in the west right-of-way line of said Wonder World Drive, being an angle point in the northerly line of said 659.9 acre remainder tract, same being the most southerly corner of said 6.4500 acre tract, same being the northwest corner of said 6.8059 acre tract, bears, S 35°27'05" W, a distance of 243.79 feet;

THENCE with the east right-of-way line of said Wonder World Drive, also with the interior lines of said 659.9 acre remainder tract and said 6.4500 acre tract, with the west line of the tract described herein, the following two (2) courses and distances:

1. N 19°34'42" W, a distance of 83.03 feet to a TXDOT type II monument found at the beginning of a curve to the left,

2. with the arc of said curve to the left, having a radius of 2009.86 feet, an arc length of 276.89 feet, and a chord which bears N 23°34'40" W, a distance of 276.67 feet to a 1/2 inch iron rod with plastic cap stamped "BCG" set at the intersection of the east right-of-way line of said Wonder World Drive with the south right-of-way line of said Old Ranch Road 12, being an angle point in the interior lines of said 659.9 acre remainder

tract and said 6.4500 acre tract, for the most westerly corner of the tract described herein;

THENCE leaving the east right-of-way line of said Wonder World Drive and with the south right-of-way line of said Old Ranch Road 12, also with the interior lines of said 659.9 acre remainder tract and said 6.4500 acre tract, with the north line of the tract described herein, the following three (3) courses and distances:

1. N 37°48'08" E, a distance of 46.59 feet to a 1/2 inch iron rod with a 1-1/2 inch aluminum cap stamped "Texas Dept of Tran" found,

2. N 58°50'07" E, a distance of 47.11 feet to a 1/2 inch iron rod with a 1-1/2 inch aluminum cap stamped "Texas Dept of Tran" found at the beginning of a curve to the right, and

3. with the arc of said curve to the right, having a radius of 440.00 feet, an arc length of 390.22 feet, and a chord which bears N 84°25'07" E, a distance of 377.56 feet to a painted hole found in concrete being the most easterly corner of said 6.4500 acre tract and an angle point in the easterly line of said 659.9 acre remainder tract, also being in the west line of said 114 acre remainder tract, for the most easterly corner of the tract described herein,

THENCE S 35°28'03" W, with a portion of the east line of said 659.9 acre remainder tract and also with a portion of the west line of said 114 acre remainder tract, with the east line of the tract described herein, a distance of 527.61 feet to the **POINT OF BEGINNING** and containing 2.303 acres of land, more or less.

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

FIELD NOTES DESCRIPTION - TRACT 4

14.062 ACRES

Attached

FIELD NOTES DESCRIPTION

DESCRIPTION OF 14.062 ACRES (312,548 SQUARE FEET) OF LAND SITUATED IN THE JOHN WILLIAMS SURVEY, ABSTRACT No. 490 AND THE LYDIA GLASGOW SURVEY No. 14, ABSTRACT No. 188, HAYS COUNTY, TEXAS; BEING A PORTION OF TRACT 1: {a} 114 ACRES CONVEYED TO MARCIE B. WILLS, ET. AL., RECORDED IN TRUST DISTRIBUTION DEED INSTRUMENT No. 16043487, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY TEXAS (O.P.R.H.C.TX.); SAID 14.062 ACRES OF LAND AS SURVEYED BY BOWMAN CONSULTING GROUP, LTD. AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a ½-inch iron rod with a 1-½-inch aluminum cap stamped TX.D.O.T. found on the northeasterly right-of-way line of Wonder World Drive (right-of-way width varies), at the southwesterly corner of the herein described tract and being a common corner to a 2.303 acre tract conveyed to Lazy Oaks Ranch, LP, recorded in Volume 4931 at page 450, designated as Tract 2, O.P.R.H.C.TX. and to a called 6.8059 acres conveyed to the City of San Marcos, recorded in Volume 3197 at Page 401, O.P.R.H.C.TX., from which a TXDOT Type I concrete monument, found, on said northeasterly right-of-way line, bears North 19 degrees 34 minutes 44 seconds West, a distance of 82.92 feet; in addition, from said beginning point a ½-inch iron rod with a 1-½-inch aluminum cap stamped TX.D.O.T. found on the southwesterly right-of-way line of said drive and at a southwesterly corner of said 6.8059 acres, bears South 35 degrees 26 minutes 58 seconds West, a distance of 243.80 feet;

THENCE, leaving said northeasterly right-of-way and said 6.8059 acres and continuing along the easterly line of said 2.303 acre tract North 35 degrees 29 minutes 39 seconds East, a distance of 527.62 feet, to a calculated point at the northeasterly corner of said 2.303 acre tract and a corner of the herein described tract;

THENCE, continuing along said easterly line North 35 degrees 29 minutes 39 seconds East, a distance of 11.66 feet to a calculated point on the southern right-of-way line of Old Ranch Road 12 (right-of-way width varies) at the northwesterly corner of the herein described tract;

THENCE, leaving said easterly line and continuing along said southern right-of-way line for the following two (2) courses and distances;

1.) South 66 degrees 39 minutes 22 seconds East, a distance of 261.53 feet to a TXDOT Type I concrete monument found at a corner of the herein described tract;

2.) 481.55 feet along the arc of a curve turning to the left, having a radius of 3869.72 feet and a chord that bears South 70 degrees 28 minutes 09 seconds East, a distance of 481.24 feet, to a ½-inch iron rod found at the northeasterly corner of the herein described tract and at the northwesterly corner to an 8.661 acre partition (Tract 2: North Portion) of Tract 1: {b} 17.45 acres conveyed to Marice B. Wills, Et. Al., recorded in Trust Distribution Deed Instrument No. 16043487, O.P.R.H.C.TX., from which a ½-inch iron rod with a 1-½-inch aluminum cap stamped "CMR/PROTECH SURVEYING RPLS 4288", found on said southern right-of-way line, bears South 79 degrees 41 minutes 36 seconds East, a distance of 239.59 feet;

THENCE, leaving said southern right-of-way and continuing along the westerly line of said 8.661 acre partition South 36 degrees 40 minutes 50 seconds West, a distance of 1210.09 feet, to a ½-inch iron rod with a plastic cap stamped "BCG" set on the northeasterly right-of-way line of Wonder World Drive (right-of-way width varies), at the southeasterly corner of the herein described tract and being common corner to said 8.661 acre partition and to aforesaid 6.8059 acres, from which a ½-inch iron rod with a plastic cap stamped " JC EVANS" found bears South 18 degrees 57 minutes 09 seconds West, a distance of 2.17 feet; in addition, from said corner a ½-inch iron rod with a 1-½-inch aluminum cap stamped TX.D.O.T., found on said northeasterly right-of-way line at the common corner of said 8.661 acre partition and said 6.8059 acres, bears South 19 degrees 38 minutes 00 seconds West, a distance of 403.95 feet;

THENCE, leaving said westerly line and continuing with said 6.8059 acres along said northeasterly right-of-way line North 19 degrees 38 minutes 00 seconds West, a distance of 845.05 feet to the **POINT OF BEGINNING** and containing 14.062 acres (312,548 square feet) of land, more or less.

BEARING BASIS: Texas Coordinate System, NAD 83, South Central Zone, Grid.

BOWMAN WORD FILE: FN2359

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

That I, Terry L. Rowe, 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 a survey made on the ground in December 2019, under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, on this 04 day of February 2020 A.D.

Bowman Consulting Group, Ltd.
Austin, Texas 78746

Terry L. Rowe
Registered Professional Land Surveyor
No. 5493 – State of Texas

FIELD NOTES DESCRIPTION - TRACT 5

8.661 ACRES

Attached

FIELD NOTES DESCRIPTION

DESCRIPTION OF 8.661 ACRES (377,274 SQUARE FEET) OF LAND SITUATED IN THE JOHN WILLIAMS SURVEY, ABSTRACT No. 471, THE JOHN WILLIAMS SURVEY, ABSTRACT No. 490 AND THE LYDIA GLASGOW SURVEY No. 14, ABSTRACT No. 188, HAYS COUNTY, TEXAS; BEING A PORTION OF TRACT 1: {b} 17.45 ACRES CONVEYED TO MARCIE B. WILLS, ET. AL., RECORDED IN TRUST DISTRIBUTION DEED INSTRUMENT No. 16043487, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY TEXAS (O.P.R.H.C.TX.); SAID 8.661 ACRES OF LAND AS SURVEYED BY BOWMAN CONSULTING GROUP, LTD. AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a ½-inch iron rod with a 1-½-inch aluminum cap stamped TX.D.O.T. found on the northeasterly right-of-way line of Wonder World Drive (right-of-way varies), the southeasterly corner of the herein described tract, and being a common corner to Partition Deed Tract 1: 17.45 acres conveyed to Marion H. Wills, recorded in Volume 2530 at page 720, O.P.R.H.C.TX. and to called 6.8059 acres conveyed to the City of San Marcos, recorded in Volume 3197 at Page 401, O.P.R.H.C.TX., from said beginning point a ½-inch iron rod with a 1-½-inch aluminum cap stamped TX.D.O.T., found on the southwesterly right-of-way line of said drive and at the southwesterly corner of said 6.8059 acres, bears South 32 degrees 28 minutes 22 seconds West, a distance of 253.66 feet;

THENCE, leaving said Partition Deed Tract 1: 17.45 acres and continuing with said 6.8059 acres along said northeasterly right-of-way line North 19 degrees 38 minutes 00 seconds West, a distance of 403.95 feet, to a ½-inch iron rod with a plastic cap stamped "BCG" set at the southwesterly corner of the herein described tract and being a common corner to said 6.8059 acres and a 14.062 acre partition (Tract 1: North Portion) of Tract 1: {a} 114 acres conveyed to Marice B. Wills, Et. Al., recorded in Trust Distribution Deed Instrument No. 16043487, O.P.R.H.C.TX., from which a ½-inch iron rod with a plastic cap stamped " JC EVANS" found bears South 18 degrees 57 minutes 09 seconds West, a distance of 2.17 feet;

THENCE, leaving said 6.8059 acres and said northeasterly right-of-way line and continuing along the easterly line of said 14.062 acre partition North 36 degrees 40 minutes 50 seconds East, a distance of 1210.09 feet, to a ½-inch iron rod found on the southern right-of-way line of Old Ranch Road 12 (right-of-way width varies), the northwesterly corner of the herein described tract, and being a common corner to said 14.062 acre partition, from which a TXDOT Type I concrete monument found on said southern right-of-way line bears North 70 degrees 28 minutes 09 seconds West, a distance of 481.24 feet;

THENCE, leaving said 14.062 acre partition and continuing along said southern right-of-way line 239.63 feet along the arc of a curve turning to the left, having a radius of 3869.72 feet and a chord that bears South 75 degrees 41 minutes 36 seconds East, a distance of 239.59 feet, to a ½-inch iron rod with a 1-½-inch aluminum cap stamped "CMR/PROTECH SURVEYING RPLS 4288" found at the northeasterly corner of the herein described tract and being a common corner to aforesaid Partition Deed Tract 1: 17.45 acres, from which a ½-inch iron rod, found, on said southern right-of-way line, bears South 79 degrees 13 minutes 57 seconds East, a distance of 239.76 feet;

THENCE, leaving said southern right-of-way line and continuing along the westerly line of aforesaid Partition Deed Tract 1: 17.45 acres South 32 degrees 23 minutes 07 seconds West, a distance of 1529.64 feet, to the **POINT OF BEGINNING** and containing 8.661 acres (377,274 square feet) of land, more or less.

BEARING BASIS: Texas Coordinate System, NAD 83, South Central Zone, Grid.

BOWMAN WORD FILE: FN2358(sf)

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

That I, Terry L. Rowe, 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 a survey made on the ground in December 2019, under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, on this 04 day of February 2020 A.D.

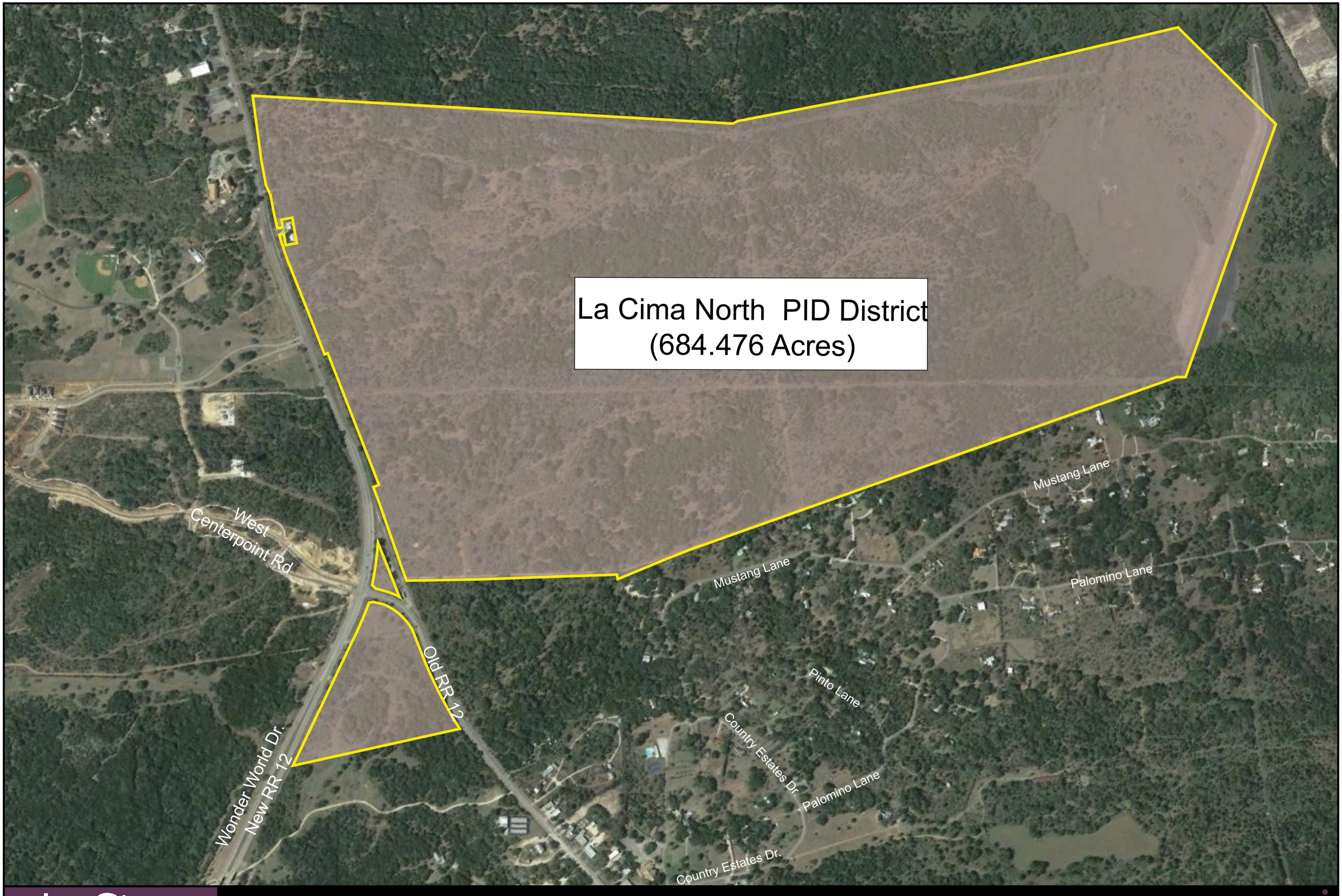
Bowman Consulting Group, Ltd.
Austin, Texas 78746

Terry L. Rowe
Registered Professional Land Surveyor
No. 5493 – State of Texas

EXHIBIT B

DEPICTION OF PROPERTY

[see attached]



La Cima
San Marcos

PID MAP - La Cima North District

SCALE : 1" = 300'
0 150 300 600
DATE : 04-26-2022

NORTH

712 Congress Avenue, Suite 300
Austin, TX 78701
Tel: (512) 480-0032 Fax: (512) 480-0617
www.rviplanning.com
rvi planning + landscape architecture

All information furnished regarding this property is from sources deemed reliable. However, RVi has not made an independent investigation of these sources and no warranty or representation is made by RVi as to the accuracy thereof and same is submitted subject to errors, omissions, land plan changes, or other conditions. This land plan is conceptual in nature and does not represent any regulatory approval. Land plan is subject to change. The developer has reserved the right, without notice,to make changes to this map and other aspects of the development to comply with governmental requirements and to fulfill its marketing objective.

File: L:\2013\134031\La Cima\Development Agreement\2022-01-21 PID Mps\La Cima PID Maps 2022-04-26.dwg

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Date: 08/30/2022
Requested By:
Sponsor: Commissioner Shell

Agenda Item
10:00am - Conduct a public hearing on the creation of the La Cima South Public Improvement District. **SHELL**

Summary

Attachments

La Cima South PID Petition

PETITION FOR THE CREATION OF A PUBLIC IMPROVEMENT DISTRICT

THE STATE OF TEXAS §
§
COUNTY OF HAYS §

TO: THE HONORABLE COUNTY JUDGE AND COMMISSIONERS OF HAYS COUNTY

The undersigned petitioners (the "*Petitioners*"), acting pursuant to the provisions of Chapter 372, Texas Local Government Code, as amended (the "*Act*"), request that Hays County create a public improvement district (the "*La Cima South PID District*") in the territory consisting of the approximately 320.964 acres described in Exhibit A attached hereto (the "*Land*") within Hays County, Texas (the "*County*"). La Cima South PID District is generally depicted on Exhibit B attached hereto. In support of this petition, the Petitioners would present the following:

Section 1. Standing of Petitioners. In compliance with the requirements of Texas Local Government Code, Section 372.005(b), as determined by the current tax roll of the Hays County Appraisal District, the Petitioners constitute: (i) the owners of taxable real property representing more than 50% of the appraised value of real property liable for assessment under the proposal described herein, and (ii) the record owners of taxable real property that constitutes more than 50% of the area of all taxable real property that is liable for assessment under such proposal.

Section 2. General Nature of the Proposed Construction and Maintenance of the Public Improvements. The general nature of the proposed public improvements are: (i) the establishment of parks and open space, together with the design, construction and maintenance of any ancillary structures, features or amenities such as trails, pavilions, community facilities, swimming pools, irrigation, walkways, lighting, benches, trash receptacles and any similar items located therein; (ii) landscaping; (iii) acquisition, construction, and improvement of water, wastewater and drainage facilities; (iv) acquisition, construction and improvement of streets, roadways, rights-of-way and related facilities; (v) entry monumentation and features; (vi) signage; (vii) projects similar to those listed in subsections (i) – (vi) above; and (viii) payment of costs associated with constructing and financing the public improvements listed in subparagraphs (i) – (vii) above, including costs of establishing, administering and operating the La Cima South PID District .

Section 3. Estimated Cost of the Proposed Construction of the Public Improvements. $40,000,000 (including issuance and other financing costs).

Section 4. Boundaries. The proposed boundaries of the La Cima South PID District are described on Exhibit A attached hereto and are generally depicted on Exhibit B attached hereto.

Section 5. Method of Assessment. An assessment methodology will be prepared that will address: (i) how the costs of the public improvements financed with the assessments are assessed against the property in the La Cima South PID District, (ii) the assessments to be collected each year, and (iii) reduction of the assessments for costs savings (pursuant to the annual review of the service plan for the La Cima South PID District). Additionally, a report will be prepared showing the special benefits accruing to property in the La Cima South PID District and how the

costs of the public improvements are assessed to property on the basis of the special benefits. The result will be that equal shares of the costs will be imposed on property similarly benefited.

The assessment methodology will result in each parcel paying its fair share of the costs of the public improvements provided with the assessments based on the special benefits received by the property from the public improvements and property equally situated paying equal shares of the costs of the public improvements.

Section 6. Apportionment of Cost between the County and the District. Approval and creation of the PID for La Cima South PID District will not obligate the County to provide any funds to finance the proposed public improvements. All of the costs of the proposed public improvements will be paid by assessments of the property within the La Cima South PID District and from other sources of funds, if any, available to the owner of the Land.

Section 7. Management of the District. The County will manage the La Cima South PID District, or, to the extent allowed by law, the County may contract with either a non-profit, or a for-profit organization including a Public Facilities Corporation created by the County pursuant to Chapter 303, Texas Local Government Code, to carry out all or a part of the responsibilities of managing the La Cima South PID District, including the day-to-day management and administration of the La Cima South PID District.

Section 8. Advisory Board. An advisory board may be established by the Commissioners of the County (the "*Commissioner's Court*").

The signers of this petition request the establishment for the La Cima South PID District and this petition will be filed with the County Clerk in support of the creation of the La Cima South PID District by the Commissioner's Court as herein provided.

[Signature on following page]

PETITIONERS:

Lazy Oaks Ranch, LP,
a Texas limited partnership

By: Lazy Oaks GP, LLC, its general partner

By: _____
Name: Bryan W. Lee
Title: Manager

THE STATE OF TEXAS
COUNTY OF TRAVIS

THIS INSTRUMENT is acknowledged before me on this 27TH day of APRIL, 2022, by Bryan W. Lee, manager of Lazy Oaks GP, LLC, a Texas limited liability company on behalf of said company.

[SEAL] SHELLY MAGNON
Notary Public, State of Texas
Notary ID# 12809835-1
My Commission Expires 11-04-2025

_____
Notary Public, State of Texas

EXHIBIT A

LAND

DESCRIPTION

Attached

FIELD NOTES DESCRIPTION

DESCRIPTION OF 320.964 ACRES OF LAND IN, THE WILLIAM BURKE SURVEY, ABSTRACT NO. 68 AND THE WILLIAM SMITHSON SURVEY, ABSTRACT NO. 419, HAYS COUNTY, TEXAS; BEING A PORTION OF THAT CERTAIN CALLED 321 ACRES DESCRIBED IN THE DEED TO LAZY OAKS RANCH, LP OF RECORD IN VOLUME 3772, PAGE 231, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS; SAID 320.964 ACRES OF LAND AS SURVEYED BY BOWMAN CONSULTING GROUP, LTD. AND SHOWN ON PLAN NO. 3602.01, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2-inch iron rod with a plastic cap stamped "BCG" previously set in a southerly line of the said 321 acre tract and a northerly line of a called 537.30 acre tract described in Deed to LCSM West LP, of record in Document 20031138, subject to a boundary line agreement recorded in Vol. 124, Page 496, Official Public Records of Hays County, Texas, from which a 20" cedar tree found bears N 16°11'45" E, a distance of 16.19 feet from the **POINT OF BEGINNING** of the tract described herein;

THENCE with the north line of said 537.30 acre tract, the south line of the said 321 acre tract , with said boundary line agreement and being the south line of the herein described property, the following twenty-six (26) courses and distances:

1. S 42°44'24" W, a distance of 371.35 feet to a 3-inch cedar fence corner post found for an angle point,
2. S 43°42'44" W, a distance of 494.18 feet to a 4-inch cedar post found for an angle point;
3. S 48°26'43" W, a distance of 69.01 feet to a multi-stem (20-inch, 6.5-inch) live oak tree found for an angle point,
4. S 85°42'20" W, a distance of 50.43 feet to a 17.5-inch live oak tree found for an angle point,
5. S 58°23'07" W, a distance of 191.56 feet to an 18-inch live oak tree found for an angle point,
6. S 69°45'06" W, a distance of 135.88 feet to 28.5-inch live oak tree found for an angle point,
7. S 29°44'24" W, a distance of 43.94 feet to a fallen, dead oak tree found for an angle point,
8. S 15°37'38" W, a distance of 179.41 feet to a 5-inch cedar post found for an angle point,
9. S 16°48'45" W, a distance of 155.23 feet to a 6-inch cedar post tree found for an angle point,
10. S 42°58'51" W, a distance of 514.14 feet to a 5-inch cedar post tree found for an angle point,
11. S 42°14'49" W, a distance of 179.51 feet to a 23.5" live oak tree found for an angle point,
12. S 44°45'36" W, a distance of 181.12 feet to a 5-inch cedar post tree found for an angle point,
13. S 78°15'12" W, a distance of 248.69 feet to a 6-inch cedar post found for an angle point,
14. S 67°10'44" W, a distance of 36.69 feet to a 22-inch live oak tree found for an angle point,
15. S 41°23'55" W, a distance of 167.03 feet to a fence corner found for an angle point,
16. S 15°20'53" W, a distance of 190.01 feet to a 13-inch cedar elm tree found for an angle point,
17. S 29°55'03" W, a distance of 170.32 feet to a 15-inch tree found for an angle point,

18. S 41°34'53" W, a distance of 90.25 feet to a 16.5-inch cedar tree found for an angle point,

19. S 51°33'27" W, a distance of 40.44 feet to a 14-inch cedar tree found for an angle point,

20. S 54°58'35" W, a distance of 201.92 feet to a 6-inch cedar post found for an angle point,

21. S 52°58'32" W, a distance of 226.94 feet to a 15.5-inch cedar tree found for an angle point,

22. S 51°21'36" W, a distance of 478.17 feet to a 6-inch cedar post found for an angle point,

23. S 49°18'19" W, a distance of 259.36 feet to a 8-inch cedar post found for an angle point,

24. S 48°23'08" W, a distance of 242.13 feet to a 38-inch live oak tree found for an angle point,

25. S 45°28'14" W, a distance of 229.75 feet to a 4-inch cedar post tree found for an angle point, and

26. S 44°23'23" W, a distance of 216.48 feet to a 1/2-inch iron rod found at the southwest corner of said 537.30 acre tract, being an angle point in the southeast line of said 321 acre tract and the north corner of a called 100 acre tract described in the deed to LCSM West LP of record in Document 20031182, Official Public Records of Hays County, Texas, for an angle point in the southeast line of the tract described herein;

THENCE S 44°10'20" W, leaving said boundary line agreement and with the northwest line of the said 100 acre tract and the southeast line of the said 321 acre tract, a distance of 703.47 feet to a 1/2-inch iron rod with a plastic cap marked "BYRN" found at the southeast corner of that called 390.52 acre tract described in the deed to LCSM West LP of record in Document 18007483, Official Public Records of Hays County, Texas, at the southwest corner of the said 321 acre tract, for the southwest corner of the tract described herein;

THENCE N 55°21'01" W, leaving the northwest line of said 100.0 acre tract, with the northeast line of said 390.42 acre tract and with the southwest line of the said 321 acre tract, with the southwest line of the herein described tract, a distance of 2333.06 feet to a 1/2-inch iron rod with plastic cap stamped "BCG" previously set for the most westerly northwest corner of the tract described herein;

THENCE leaving the northeast line of said 390.52 acre tract, crossing the said 321 acre tract, with a northwest and a southwest line of the tract described herein, the following two (2) courses and distances:

1. N 44°32'35" E, a distance of 2927.87 feet to a 1/2-inch iron rod with plastic cap stamped "BCG" previously set for a re-entrant corner, and

2. N 44°15'28" W, a distance of 904.23 feet a to a 1/2-inch iron rod with plastic cap stamped "BCG" previously set for the northerly northwest corner of the tract described herein;

THENCE continuing across the said 1388.17 acre tract, with a northwest line of the tract described herein, the following twenty-three (23) courses and distances:

1. N 35°14'56" E, a distance of 527.92 feet to a 1/2-inch iron rod with plastic cap stamped "BCG" previously set for an angle point,

2. N 47°34'44" E, a distance of 112.73 feet to a 1/2-inch iron rod with plastic cap stamped "BCG" previously set for an angle point,

3. N 50°57'50" E, a distance of 102.60 feet to a 1/2-inch iron rod with plastic cap stamped "BCG" previously set for an angle point,

4. N 78°04'49" E, a distance of 85.12 feet to a 1/2-inch iron rod with plastic cap stamped "BCG" previously set for an angle point,

5. S 85°01'43" E, a distance of 96.90 feet to a 1/2-inch iron rod with plastic cap stamped "BCG" previously set for an angle point,

6. N 51°19'12" E, a distance of 28.38 feet to a 1/2-inch iron rod with plastic cap stamped "BCG" previously set for an angle point,

7. S 63°32'56" E, a distance of 73.72 feet to a 1/2-inch iron rod with plastic cap stamped "BCG" previously set for an angle point,

8. S 71°02'40" E, a distance of 284.37 feet to a 1/2-inch iron rod with plastic cap stamped "BCG" previously set for an angle point,

9. S 77°17'56" E, a distance of 490.99 feet to a 1/2-inch iron rod with plastic cap stamped "BCG" previously set for an angle point,

10. N 67°45'17" E, a distance of 103.40 feet to a 1/2-inch iron rod with plastic cap stamped "BCG" previously set for an angle point,

11. N 49°35'40" E, a distance of 76.92 feet to a 1/2-inch iron rod with plastic cap stamped "BCG" previously set for an angle point,

12. N 32°12'49" E, a distance of 193.35 feet to a 1/2-inch iron rod with plastic cap stamped "BCG" previously set for an angle point,

13. N 66°23'46" E, a distance of 300.51 feet to a 1/2-inch iron rod with plastic cap stamped "BCG" previously set for an angle point,

14. S 89°54'40" E, a distance of 414.61 feet to a 1/2-inch iron rod with plastic cap stamped "BCG" previously set for an angle point,

15. S 54°16'57" E, a distance of 240.25 feet to a 1/2-inch iron rod with plastic cap stamped "BCG" previously set for an angle point,

16. S 41°50'12" E, a distance of 293.15 feet to a 1/2-inch iron rod with plastic cap stamped "BCG" previously set for an angle point,

17. S 41°43'20" E, a distance of 279.34 feet to a 1/2-inch iron rod with plastic cap stamped "BCG" previously set for an angle point,

18. N 50°54'28" E, a distance of 175.88 feet to a 1/2-inch iron rod with plastic cap stamped "BCG" previously set for a point of curvature,

19. along a curve to the right, having a radius of 537.00 feet, an arc distance of 71.80 feet, and a chord which bears N 54°44'19" E, a distance of 71.75 feet to a 1/2-inch iron rod with plastic cap stamped "BCG" previously set for a point of tangency,

20. N 58°34'09" E, a distance of 465.88 feet to a 1/2-inch iron rod with plastic cap stamped "BCG" set for an angle point,

21. S 72°30'31" E, a distance of 933.45 feet to a 1/2-inch iron rod with plastic cap stamped "BCG" set for an angle point,

22. S 47°13'47" E, a distance of 304.95 feet to the **POINT OF BEGINNING** and containing 320.964 acres of land, more or less.

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

BOWMAN WORD FILE: FN2710(JBR)

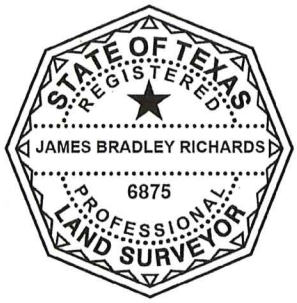
THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS
COUNTY OF TRAVIS §

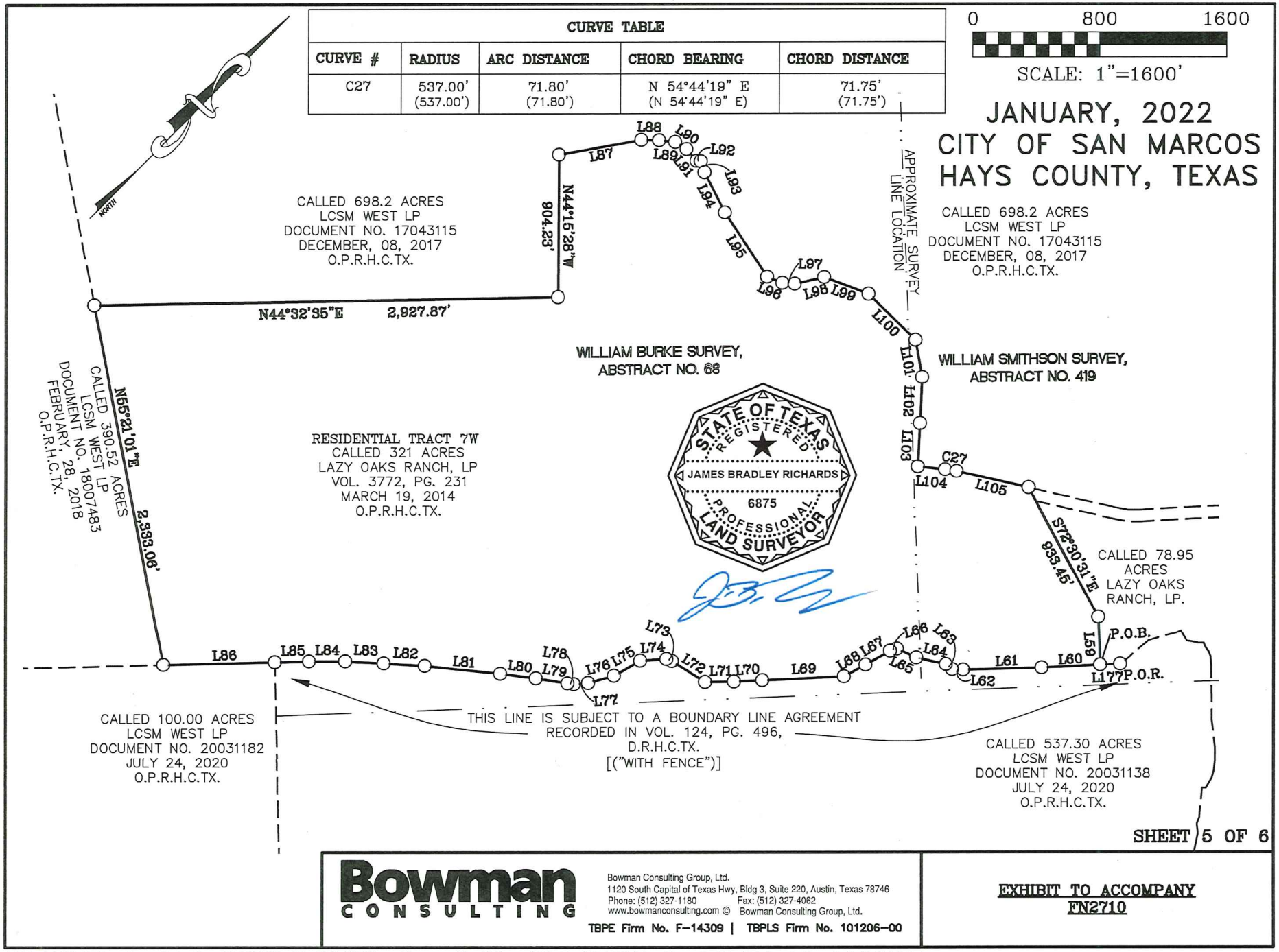
I, JAMES BRADLEY RICHARDS, REGISTERED PROFESSIONAL LAND SURVEYOR RPLS NO. 6875 IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT WAS PREPARED FROM AN ACTUAL ON-THE-GROUND SURVEY MADE UNDER THE DIRECTION AND SUPERVISION OF JOHN D. BARNARD, A REGISTERED PROFESSIONAL LAND SURVEYOR, RPLS NO. 5749, AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, on this 27th day of January 2022 A.D.

Bowman Consulting Group, Ltd.
Austin, Texas 78746

James Bradley Richards
Registered Professional Land Surveyor
No. 6875 – State of Texas





FILE: P:\005956 - Lazy Oaks Ranch\005956-01-002 (SUR) - Freeman Tract\Survey\Working\Exhibits\La Cima Residential Tract Parcel 4-7 Exhibit.dwg

LINE TABLE		
LINE #	BEARING	DISTANCE
L59	S 47°13'47" E (S 47°13'47" E)	304.95' (304.95')
L60	S 42°44'24" W [S 42°46'57" W]	371.35'
L61	S 43°42'44" W [S 43°32'08" W]	494.18' [346.50']
L62	S 48°26'43" W [S 48°11'14" W]	69.01' (69.08')
L63	S 85°42'20" W [S 85°52'49" W]	50.43' [50.52']
L64	S 58°23'07" W [S 58°25'20" W)	191.56' [191.29']
L65	S 69°45'06" W [S 69°43'05" W]	135.88' [135.71']
L66	S 29°44'24" W [S 29°48'20" W]	43.94' [43.75']
L67	S 15°37'38" W [S 14°38'20" W]	179.41' [179.95']
L68	S 16°48'45" W [S 16°48'13" W]	155.23' [155.11']
L69	S 42°58'51" W [S 42°59'31" W]	514.14' [514.06']
L70	S 42°14'49" W [S 42°15'06" W]	179.51' [179.62']
L71	S 44°45'36" W [S 44°47'10" E]	181.12' [181.13']
L72	S 78°15'12" W [S 78°15'32" W]	248.69' [248.66']
L73	S 67°10'44" W [S 67°12'30" W]	36.69' [36.61']
L74	S 41°23'55" W [S 27°31'51" W]	167.03'
L75	S 15°20'53" W (S 27°31'51" W]	190.01' [348.02']
L76	S 29°55'03" W [S 29°52'19" W]	170.32' [170.25']
L77	S 41°34'53" W [S 41°30'05" W]	90.25' [90.07']
L78	S 51°33'27" W [S 52°01'55" W]	40.44' [40.54']
L79	S 54°58'35" W [S 54°55'53" W]	201.92' [202.09']
L80	S 52°58'32" W [S 52°59'51 W]	226.94' [227.02']
L81	S 51°21'36" W [S 51°20'33" W]	478.17' [478.03']
L82	S 49°18'19" W [S 49°20'40" W]	259.36' [259.32']

LINE TABLE		
L83	S 48°23'08" W [S 48°19'29" W]	242.13' [242.10']
L84	S 45°28'14" W [S 45°28'50" W]	229.75' [229.89']
L85	S 44°23'23" W [S 44°21'44" W]	216.48' [215.87']
L86	S 44°10'20" W [S 44°11'34" W)	703.47' [703.53']
L87	N 35°14'56" E (N 35°14'56" E)	527.92' (527.92')
L88	N 47°34'44" E (N 47°34'44" E)	112.73' (112.73')
L89	N 50°57'50" E (N 50°57'50" E)	102.60' (102.60')
L90	N 78°04'49" E (N 78°04'49" E)	85.12' (85.12')
L91	S 85°01'43" E (S 85°01'43" E)	96.90' (96.90')
L92	N 51°19'12" E (N 51°19'12" E)	28.38' (28.38')
L93	S 63°32'56" E (S 63°32'56" E)	73.72' (73.72')
L94	S 71°02'40" E (S 71°02'40" E)	284.37' (284.37')
L95	S 77°17'56" E (S 77°17'56" E)	490.99' (490.99')
L96	N 67°45'17" E (N 67°45'17" E)	103.40' (103.40')
L97	N 49°35'40" E (N 49°35'40" E)	76.92' (76.92')
L98	N 32°12'49" E (N 32°12'49" E)	193.35' (193.35')
L99	N 66°23'46" E (N 66°23'46" E)	300.51' (300.51')
L100	S 89°54'40" E (S 89°54'40" E)	414.61' (414.61')
L101	S 54°16'57" E (S 54°16'57" E)	240.25' (240.25')
L102	S 41°50'12" E (S 41°50'12" E)	293.15' (293.15')
L103	S 41°43'20" E (S 41°43'20" E)	279.34' (279.34')
L104	N 50°54'28" E (N 50°54'28" E)	175.88' (175.88')
L105	N 58°34'09" E (N 58°34'09" E)	465.88' (465.88')
L151	N 51°10'40" W [N 51°01'56" W]	176.70' [176.86']
L177	N 42°44'24" E	126.20'

LEGEND

O	1/2" IRON ROD FOUND PREVIOUSLY SET
O.P.R.H.C.TX.	OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS
P.O.B.	POINT OF BEGINNING
P.O.R.	POINT OF REFERENCE

NOTES:

1. BEARING BASIS IS TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NAD83, GRID.

2. DISTANCES SHOWN HEREON ARE BASED ON SURFACE MEASUREMENTS, TO CONVERT SURFACE DISTANCES TO GRID, MULTIPLY BY THE COMBINED SCALE FACTOR.

3. THE COMBINED SCALE FACTOR FOR THIS PROJECT IS 0.999875.

STATE OF TEXAS
REGISTERED
JAMES BRADLEY RICHARDS
6875
PROFESSIONAL
LAND SURVEYOR

SHEET 6 OF 6

Bowman CONSULTING

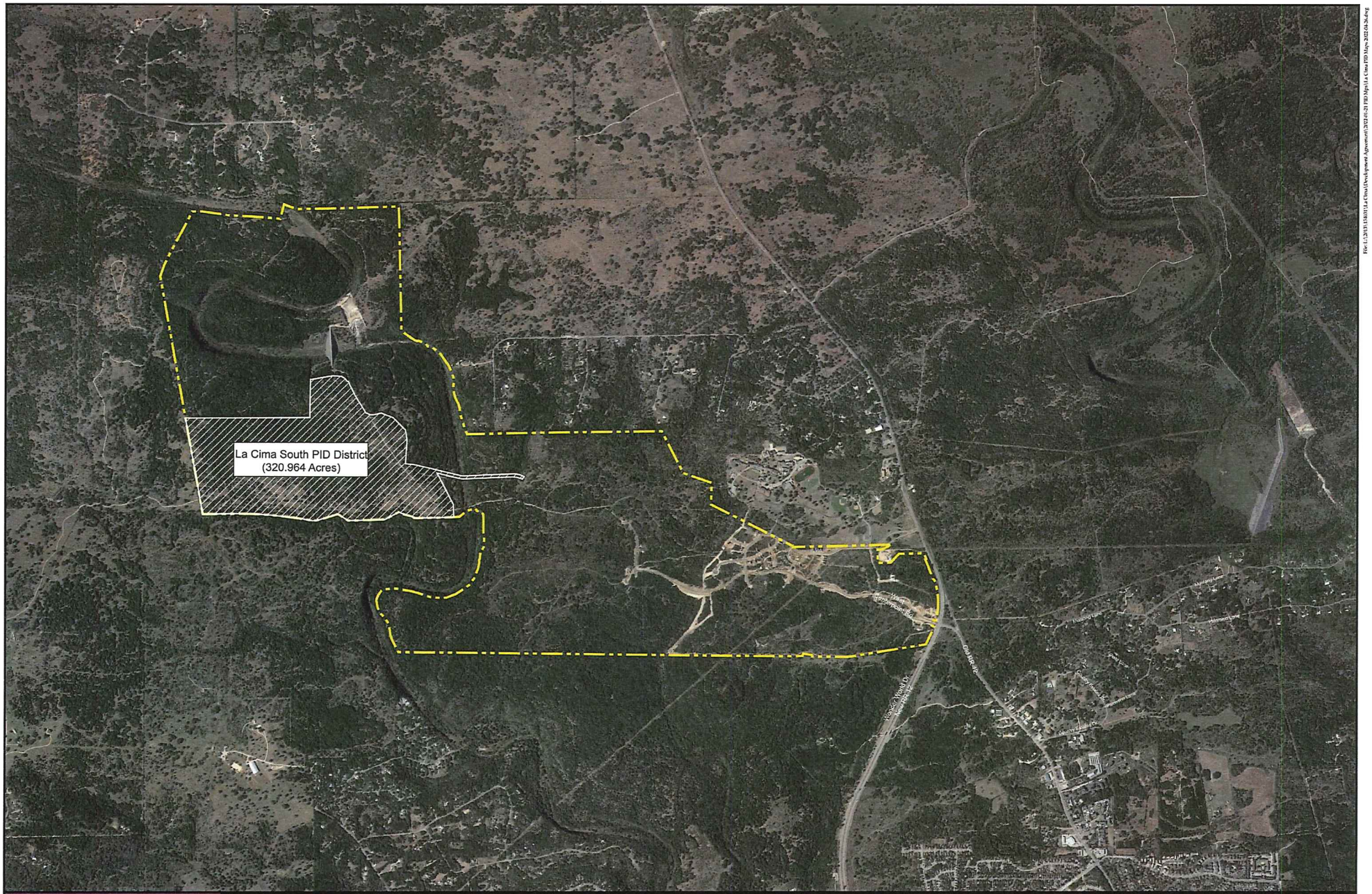
Bowman Consulting Group, Ltd.
1120 South Capital of Texas Hwy, Bldg 3, Suite 220, Austin, Texas 78746
Phone: (512) 327-1180 Fax: (512) 327-4062
www.bowmanconsulting.com © Bowman Consulting Group, Ltd.
TBPE Firm No. F-14309 | TBPLS Firm No. 101206-00

EXHIBIT TO ACCOMPANY FN2710

FILE: P:\005956 – Lazy Oaks Ranch\005956-01-002 (SUR) – Freeman Tract\Survey\Working\Exhibits\La Cima Residential Tract Parcel 4-7 Exhibit.dwg
DATE: Jan 27,2022-4:39pm

EXHIBIT B

LA CIMA SOUTH PID DISTRICT
MAP



La Cima
San Marcos

PID MAP - La Cima South District

SCALE : 1" = 800'
0 400 800 1,600
DATE : 04-26-2022

NORTH

712 Congress Avenue, Suite 300
Austin, TX 78701
Tel: (512) 480-0032 Fax: (512) 480-0617
www.rviplanning.com

rvi planning + landscape architecture

All information furnished regarding this property is from sources deemed reliable. However, RVi has not made an independent investigation of these sources and no warranty or representation is made by RVi as to the accuracy thereof and same is submitted subject to errors, omissions, land plan changes, or other conditions. This land plan is conceptual in nature and does not represent any regulatory approval. Land plan is subject to change. The developer has reserved the right, without notice or prior charges to this map and other aspects of the development to comply with governmental requirements and to fulfill its marketing mission.

File: L:\2021\21831\Land Development Agreement\2022-01-21\PID Maps\21831_La Cima PID Maps_2022-04-26.dwg

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Date: 08/30/2022
Requested By:
Sponsor: Commissioner Shell

Agenda Item

Discussion and possible action to adopt a Resolution of Hays County, Texas authorizing and creating the La Cima South Public Improvement District in accordance with Chapter 372 of the Texas Local Government Code; providing for related matters; and providing an effective date. **SHELL**

Summary

Attachments

Resolution creating La Cima South PID

CERTIFICATE OF COUNTY CLERK

THE STATE OF TEXAS §
§
COUNTY OF HAYS §

THE UNDERSIGNED HEREBY CERTIFIES that:

The Commissioners Court (the "Court") of Hays County, Texas (the "County"), convened on the 30th day of August, 2022 in regular session at the regular meeting place of the Court in the County Courthouse, Room 301, 111 E. San Antonio Street, San Marcos, Texas (the "Meeting"), which Meeting was at all times open to the public, the duly constituted officers and members of the Court being as follows:

Ruben Becerra	County Judge
Debbie Gonzales Ingalsbe	Commissioner, Precinct No. 1
Mark Jones	Commissioner, Precinct No. 2
Lon Shell	Commissioner, Precinct No. 3
Walt Smith	Commissioner, Precinct No. 4

and all of such persons were present at the Meeting, except [_____], thus constituting a quorum. Among other business considered at the Meeting, the attached resolution (the "Resolution") entitled:

A RESOLUTION OF HAYS COUNTY, TEXAS, AUTHORIZING AND CREATING THE LA CIMA SOUTH PUBLIC IMPROVEMENT DISTRICT IN ACCORDANCE WITH CHAPTER 372 OF THE TEXAS LOCAL GOVERNMENT CODE; PROVIDING FOR RELATED MATTERS; AND PROVIDING AN EFFECTIVE DATE

was introduced for the due consideration of the Court. After presentation and discussion of the Resolution, a motion was made by Commissioner [_____] that the Resolution be passed and adopted. The motion was seconded by Commissioner [_____] and carried by the following vote:

_ voted "For" _ voted "Against" _ "Abstained"

all as shown in the official Minutes of the Court for the Meeting.

The attached Resolution is a true and correct copy of the original on file in the official records of the County; the duly qualified and acting members of the Court on the date of the Meeting are those persons shown above, and, according to the records of my office, each member of the Court was given actual notice of the time, place, and purpose of the Meeting and had actual notice that the Resolution would be considered; and the Meeting and deliberation of the aforesaid public business, including the subject of the Resolution, was posted and given in advance thereof in compliance with the provisions of Chapter 551, as amended, Texas Government Code.

IN WITNESS WHEREOF, I have signed my name officially and affixed the seal of the Commissioners Court, this ____ day of _____, 2022.

_____
County Clerk and Ex-Officio Clerk of the
Commissioners Court of Hays County, Texas

(SEAL OF THE COMMISSIONERS COURT)

HAYS COUNTY, TEXAS

A RESOLUTION OF HAYS COUNTY, TEXAS, AUTHORIZING AND CREATING THE LA CIMA SOUTH PUBLIC IMPROVEMENT DISTRICT IN ACCORDANCE WITH CHAPTER 372 OF THE TEXAS LOCAL GOVERNMENT CODE; PROVIDING FOR RELATED MATTERS; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, Hays County, Texas (the "County") is authorized under Chapter 372 of the Texas Local Government Code, as amended, (the "Act") to create a public improvement district within the County and the extraterritorial jurisdiction of the City of San Marcos, Texas (the "City");

WHEREAS, on April 27, 2022, Lazy Oaks Ranch, LP, a Texas limited partnership (the "Petitioner"), submitted and filed with the County Clerk of the County a petition (the "Petition") requesting the establishment of the La Cima South Public Improvement District (the "District") covering approximately 320.964 acres, the boundaries of the proposed District described in Exhibit A and depicted on Exhibit B (the "Property") attached hereto and incorporated herein for all purposes, said area for the District being within the boundaries of the County and the extraterritorial jurisdiction of the City;

WHEREAS, the Petition estimated the total cost of the Authorized Improvements (as defined herein) for the proposed District to be $40,000,000 (including issuance and other financing costs);

WHEREAS, the Commissioners Court of the County (the "Commissioners Court") has reviewed the Petition and determined that the Petition satisfies the requirements of the Act;

WHEREAS, on August 9, 2022, the Commissioners Court, by resolution, called a public hearing to be held on the creation of the proposed District and the advisability of the improvements and services for the District;

WHEREAS, after publishing notice of the public hearing in the *San Marcos Daily Record*, a newspaper of general circulation in the County and the extraterritorial jurisdiction of the City in which the proposed District is to be located or in which the improvements are to be undertaken, and mailing notice of the public hearing, all as required by and in conformity with the Act, the Commissioners Court conducted such the public hearing on the creation of the proposed District and the advisability of the improvements and services for the District on August 30, 2022;

WHEREAS, all owners of the property located within the proposed District and all other interest persons were given the opportunity at the public hearing to speak for or against the creation of the District and the advisability of the improvements and services for the District;

WHEREAS, the Commissioners Court closed such public hearing on August 30, 2022; and

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSIONERS COURT OF THE COUNTY OF HAYS COUNTY, TEXAS:

SECTION 1. The findings set forth in the recitals of this Resolution are hereby found to be true and correct and are hereby incorporated by reference for all purposes as if set for in full herein.

SECTION 2. The Petition was filed with the County Clerk and complies with Subchapter A 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 Commissioners Court after considering the Petition and the evidence and testimony presented at the public hearing on August 30, 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 advisable and desirable improvements for the District.

(b) **General Nature of the Authorized Improvements**. The purposes of the District include the design, acquisition, construction, and improvement of public improvement projects authorized by the Act (the "Authorized Improvements") that are necessary for the development of the Property, which Authorized Improvements may include: (a) (1) the establishment of parks and open space, together with the design, construction and maintenance of any ancillary structures, features or amenities such as trails, pavilions, community facilities, swimming pools, irrigation, walkways, lighting, benches, trash receptacles and any similar items located therein; (2) landscaping; (3) acquisition, construction, and improvement of water, wastewater and drainage facilities; (4) acquisition, construction and improvement of streets, roadways, rights-of-way and related facilities; (5) entry monumentation and features; (6) signage; (7) projects similar to those listed in (1)-(6); and (b) the payment of costs associated with constructing and financing the public improvements listed in subparagraphs (1)-(7) above, including costs of establishing, administering and operating the District. These Authorized Improvements shall promote the interests of the County and are of the nature that will confer a special benefit upon the Property by enhancing the value of such property within the District.

(c) **Estimated Costs of the Authorized Improvements and Apportionment of Costs**. The estimated total costs of the Authorized Improvements are $40,000,000, including issuance and other financing costs, such as bond issuance costs, legal and financial fees, capitalization of bond interest, creation of a bond reserve fund and expenses incurred in the establishment of the District, which costs shall be paid by assessments levied on the Property within the District. The costs of the Authorized Improvements will be apportioned

between the District and the County as allowed by the Act. The County will not be obligated to provide any funds to finance the Authorized Improvements, other than from assessments levied on the Property. The Petitioner or developer of the Property (the "Developer") may also pay certain costs of the Authorized Improvements from other funds available to the Petitioner or the Developer, as applicable.

(d) **Boundaries of the District**. The District is proposed to include approximately 320.964 acres of land generally located approximately 2.4 miles southwest of the intersection of Wonder World Drive and Old Ranch Road 12, south of Purgatory Creek, located within the boundaries of the County and the extraterritorial jurisdiction of the City and as more particularly described by the metes and bounds description attached hereto as Exhibit A and depicted on Exhibit B.

(e) **Proposed Method of Assessment**. The County 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 of the Authorized Improvements on property similarly benefitted. The County may levy assessments to pay for the operation, maintenance, and other expenses related to the Authorized Improvements. Any assessments may be paid in full at any time (including accrued and unpaid interest and principal), and, if not paid in full, 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 County, with the assistance of a consultant, who shall, from time to time, advise the County regarding certain operations of the District.

(g) **Advisory Board**. The District shall be managed without the creation of an advisory body.

SECTION 4. The La Cima South Public Improvement District is hereby authorized and created as a public improvement district under the Act in accordance with the findings of the Commissioners Court as to the advisability of the Authorized Improvements and services for the District contained in this Resolution. The Authorized Improvements are authorized to be made in accordance with the service and assessment plan for the La Cima South Public Improvement District and other agreements between the County and the Petitioner to be approved by the Commissioners Court at a future meeting.

SECTION 5. Notice of this Resolution authorizing the District shall be given by filing a copy of this Resolution with the County Clerk of the County. Effective upon the date of passage of this Resolution, the District shall be established.

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

[Signature page follows]

DULY PASSED AND APPROVED BY THE COMMISSIONERS COURT ON THIS 30TH DAY OF AUGUST, 2022.

HAYS COUNTY, TEXAS

_____

RUBEN BECERRA, County Judge of Hays County, Texas

(COUNTY SEAL)

ATTEST:

_____

ELAINE H. CÁRDENAS, County Clerk and
Ex-Officio Clerk of the Commissioners Court
of Hays County Texas

STATE OF TEXAS §
§
COUNTY OF HAYS §

This instrument was acknowledged before me on the _____ day of _____, 2022 by Ruben Becerra, County Judge of Hays County, Texas on behalf of said County.

_____

Notary Public, State of Texas

(SEAL)

EXHIBIT A

LEGAL DESCRIPTION

[see attached]

FIELD NOTES DESCRIPTION

DESCRIPTION OF 320.964 ACRES OF LAND IN, THE WILLIAM BURKE SURVEY, ABSTRACT NO. 68 AND THE WILLIAM SMITHSON SURVEY, ABSTRACT NO. 419, HAYS COUNTY, TEXAS; BEING A PORTION OF THAT CERTAIN CALLED 321 ACRES DESCRIBED IN THE DEED TO LAZY OAKS RANCH, LP OF RECORD IN VOLUME 3772, PAGE 231, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS; SAID 320.964 ACRES OF LAND AS SURVEYED BY BOWMAN CONSULTING GROUP, LTD. AND SHOWN ON PLAN NO. 3602.01, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2-inch iron rod with a plastic cap stamped "BCG" previously set in a southerly line of the said 321 acre tract and a northerly line of a called 537.30 acre tract described in Deed to LCSM West LP, of record in Document 20031138, subject to a boundary line agreement recorded in Vol. 124, Page 496, Official Public Records of Hays County, Texas, from which a 20" cedar tree found bears N 16°11'45" E, a distance of 16.19 feet from the **POINT OF BEGINNING** of the tract described herein;

THENCE with the north line of said 537.30 acre tract, the south line of the said 321 acre tract , with said boundary line agreement and being the south line of the herein described property, the following twenty-six (26) courses and distances:

1. S 42°44'24" W, a distance of 371.35 feet to a 3-inch cedar fence corner post found for an angle point,
2. S 43°42'44" W, a distance of 494.18 feet to a 4-inch cedar post found for an angle point;
3. S 48°26'43" W, a distance of 69.01 feet to a multi-stem (20-inch, 6.5-inch) live oak tree found for an angle point,
4. S 85°42'20" W, a distance of 50.43 feet to a 17.5-inch live oak tree found for an angle point,
5. S 58°23'07" W, a distance of 191.56 feet to an 18-inch live oak tree found for an angle point,
6. S 69°45'06" W, a distance of 135.88 feet to 28.5-inch live oak tree found for an angle point,
7. S 29°44'24" W, a distance of 43.94 feet to a fallen, dead oak tree found for an angle point,
8. S 15°37'38" W, a distance of 179.41 feet to a 5-inch cedar post found for an angle point,
9. S 16°48'45" W, a distance of 155.23 feet to a 6-inch cedar post tree found for an angle point,
10. S 42°58'51" W, a distance of 514.14 feet to a 5-inch cedar post tree found for an angle point,
11. S 42°14'49" W, a distance of 179.51 feet to a 23.5" live oak tree found for an angle point,
12. S 44°45'36" W, a distance of 181.12 feet to a 5-inch cedar post tree found for an angle point,
13. S 78°15'12" W, a distance of 248.69 feet to a 6-inch cedar post found for an angle point,
14. S 67°10'44" W, a distance of 36.69 feet to a 22-inch live oak tree found for an angle point,
15. S 41°23'55" W, a distance of 167.03 feet to a fence corner found for an angle point,
16. S 15°20'53" W, a distance of 190.01 feet to a 13-inch cedar elm tree found for an angle point,
17. S 29°55'03" W, a distance of 170.32 feet to a 15-inch tree found for an angle point,

18. S 41°34'53" W, a distance of 90.25 feet to a 16.5-inch cedar tree found for an angle point,

19. S 51°33'27" W, a distance of 40.44 feet to a 14-inch cedar tree found for an angle point,

20. S 54°58'35" W, a distance of 201.92 feet to a 6-inch cedar post found for an angle point,

21. S 52°58'32" W, a distance of 226.94 feet to a 15.5-inch cedar tree found for an angle point,

22. S 51°21'36" W, a distance of 478.17 feet to a 6-inch cedar post found for an angle point,

23. S 49°18'19" W, a distance of 259.36 feet to a 8-inch cedar post found for an angle point,

24. S 48°23'08" W, a distance of 242.13 feet to a 38-inch live oak tree found for an angle point,

25. S 45°28'14" W, a distance of 229.75 feet to a 4-inch cedar post tree found for an angle point, and

26. S 44°23'23" W, a distance of 216.48 feet to a 1/2-inch iron rod found at the southwest corner of said 537.30 acre tract, being an angle point in the southeast line of said 321 acre tract and the north corner of a called 100 acre tract described in the deed to LCSM West LP of record in Document 20031182, Official Public Records of Hays County, Texas, for an angle point in the southeast line of the tract described herein;

THENCE S 44°10'20" W, leaving said boundary line agreement and with the northwest line of the said 100 acre tract and the southeast line of the said 321 acre tract, a distance of 703.47 feet to a 1/2-inch iron rod with a plastic cap marked "BYRN" found at the southeast corner of that called 390.52 acre tract described in the deed to LCSM West LP of record in Document 18007483, Official Public Records of Hays County, Texas, at the southwest corner of the said 321 acre tract, for the southwest corner of the tract described herein;

THENCE N 55°21'01" W, leaving the northwest line of said 100.0 acre tract, with the northeast line of said 390.42 acre tract and with the southwest line of the said 321 acre tract, with the southwest line of the herein described tract, a distance of 2333.06 feet to a 1/2-inch iron rod with plastic cap stamped "BCG" previously set for the most westerly northwest corner of the tract described herein;

THENCE leaving the northeast line of said 390.52 acre tract, crossing the said 321 acre tract, with a northwest and a southwest line of the tract described herein, the following two (2) courses and distances:

1. N 44°32'35" E, a distance of 2927.87 feet to a 1/2-inch iron rod with plastic cap stamped "BCG" previously set for a re-entrant corner, and

2. N 44°15'28" W, a distance of 904.23 feet a to a 1/2-inch iron rod with plastic cap stamped "BCG" previously set for the northerly northwest corner of the tract described herein;

THENCE continuing across the said 1388.17 acre tract, with a northwest line of the tract described herein, the following twenty-three (23) courses and distances:

1. N 35°14'56" E, a distance of 527.92 feet to a 1/2-inch iron rod with plastic cap stamped "BCG" previously set for an angle point,

2. N 47°34'44" E, a distance of 112.73 feet to a 1/2-inch iron rod with plastic cap stamped "BCG" previously set for an angle point,

3. N 50°57'50" E, a distance of 102.60 feet to a 1/2-inch iron rod with plastic cap stamped "BCG" previously set for an angle point,

4. N 78°04'49" E, a distance of 85.12 feet to a 1/2-inch iron rod with plastic cap stamped "BCG" previously set for an angle point,

5. S 85°01'43" E, a distance of 96.90 feet to a 1/2-inch iron rod with plastic cap stamped "BCG" previously set for an angle point,

6. N 51°19'12" E, a distance of 28.38 feet to a 1/2-inch iron rod with plastic cap stamped "BCG" previously set for an angle point,

7. S 63°32'56" E, a distance of 73.72 feet to a 1/2-inch iron rod with plastic cap stamped "BCG" previously set for an angle point,

8. S 71°02'40" E, a distance of 284.37 feet to a 1/2-inch iron rod with plastic cap stamped "BCG" previously set for an angle point,

9. S 77°17'56" E, a distance of 490.99 feet to a 1/2-inch iron rod with plastic cap stamped "BCG" previously set for an angle point,

10. N 67°45'17" E, a distance of 103.40 feet to a 1/2-inch iron rod with plastic cap stamped "BCG" previously set for an angle point,

11. N 49°35'40" E, a distance of 76.92 feet to a 1/2-inch iron rod with plastic cap stamped "BCG" previously set for an angle point,

12. N 32°12'49" E, a distance of 193.35 feet to a 1/2-inch iron rod with plastic cap stamped "BCG" previously set for an angle point,

13. N 66°23'46" E, a distance of 300.51 feet to a 1/2-inch iron rod with plastic cap stamped "BCG" previously set for an angle point,

14. S 89°54'40" E, a distance of 414.61 feet to a 1/2-inch iron rod with plastic cap stamped "BCG" previously set for an angle point,

15. S 54°16'57" E, a distance of 240.25 feet to a 1/2-inch iron rod with plastic cap stamped "BCG" previously set for an angle point,

16. S 41°50'12" E, a distance of 293.15 feet to a 1/2-inch iron rod with plastic cap stamped "BCG" previously set for an angle point,

17. S 41°43'20" E, a distance of 279.34 feet to a 1/2-inch iron rod with plastic cap stamped "BCG" previously set for an angle point,

18. N 50°54'28" E, a distance of 175.88 feet to a 1/2-inch iron rod with plastic cap stamped "BCG" previously set for a point of curvature,

19. along a curve to the right, having a radius of 537.00 feet, an arc distance of 71.80 feet, and a chord which bears N 54°44'19" E, a distance of 71.75 feet to a 1/2-inch iron rod with plastic cap stamped "BCG" previously set for a point of tangency,

20. N 58°34'09" E, a distance of 465.88 feet to a 1/2-inch iron rod with plastic cap stamped "BCG" set for an angle point,

21. S 72°30'31" E, a distance of 933.45 feet to a 1/2-inch iron rod with plastic cap stamped "BCG" set for an angle point,

22. S 47°13'47" E, a distance of 304.95 feet to the **POINT OF BEGINNING** and containing 320.964 acres of land, more or less.

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

BOWMAN WORD FILE: FN2710(JBR)

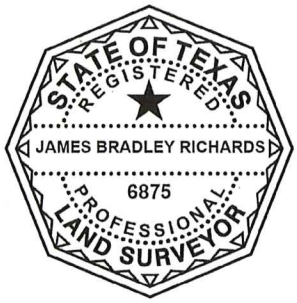
THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS
COUNTY OF TRAVIS §

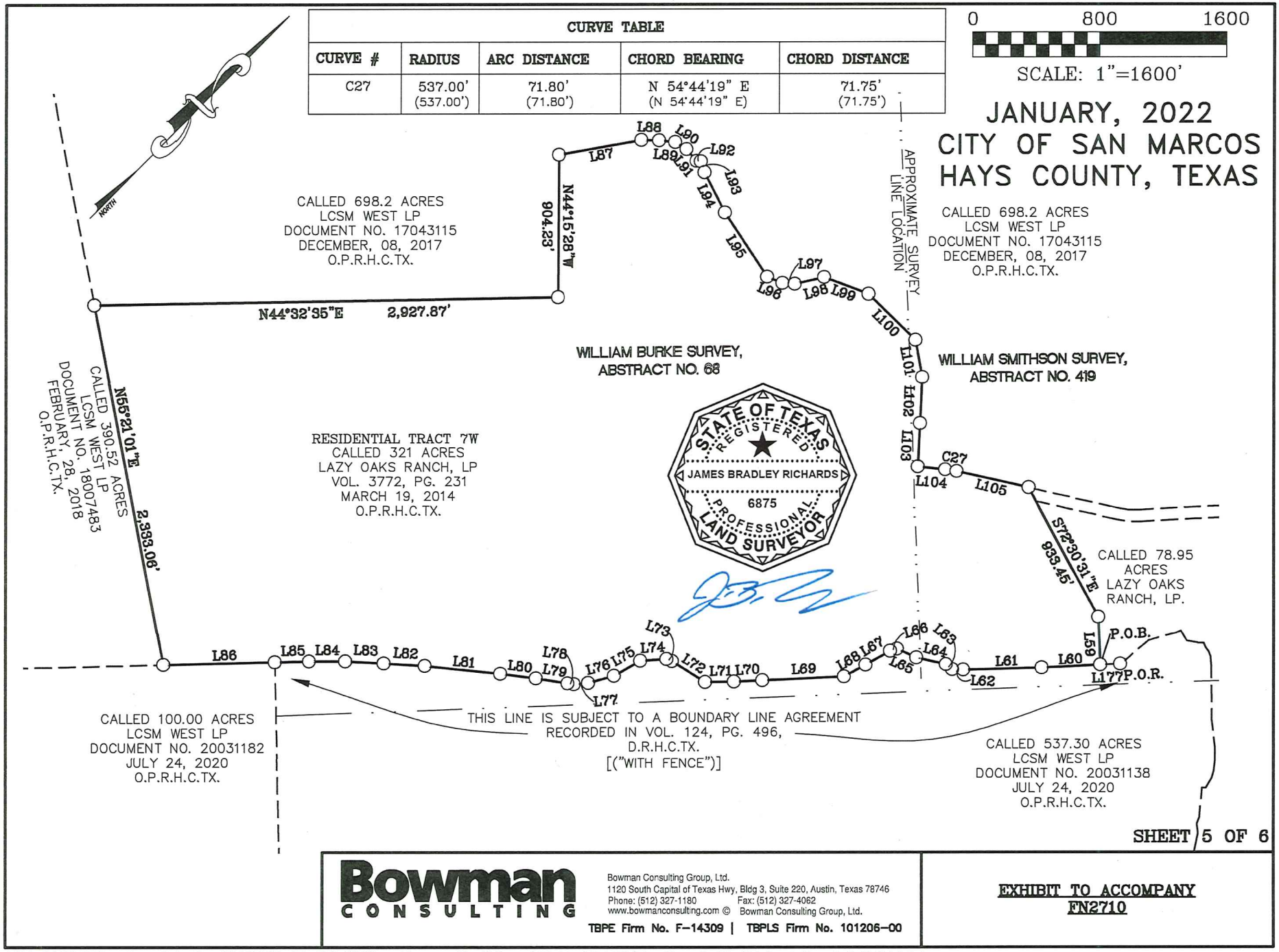
I, JAMES BRADLEY RICHARDS, REGISTERED PROFESSIONAL LAND SURVEYOR RPLS NO. 6875 IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT WAS PREPARED FROM AN ACTUAL ON-THE-GROUND SURVEY MADE UNDER THE DIRECTION AND SUPERVISION OF JOHN D. BARNARD, A REGISTERED PROFESSIONAL LAND SURVEYOR, RPLS NO. 5749, AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, on this 27th day of January 2022 A.D.

Bowman Consulting Group, Ltd.
Austin, Texas 78746

James Bradley Richards
Registered Professional Land Surveyor
No. 6875 – State of Texas





FILE: P:\005956 - Lazy Oaks Ranch\005956-01-002 (SUR) - Freeman Tract\Survey\Working\Exhibits\La Cima Residential Tract Parcel 4-7 Exhibit.dwg

LINE TABLE		
LINE #	BEARING	DISTANCE
L59	S 47°13'47" E (S 47°13'47" E)	304.95' (304.95')
L60	S 42°44'24" W [S 42°46'57" W]	371.35'
L61	S 43°42'44" W [S 43°32'08" W]	494.18' [346.50']
L62	S 48°26'43" W [S 48°11'14" W]	69.01' (69.08')
L63	S 85°42'20" W [S 85°52'49" W]	50.43' [50.52']
L64	S 58°23'07" W [S 58°25'20" W)	191.56' [191.29']
L65	S 69°45'06" W [S 69°43'05" W]	135.88' [135.71']
L66	S 29°44'24" W [S 29°48'20" W]	43.94' [43.75']
L67	S 15°37'38" W [S 14°38'20" W]	179.41' [179.95']
L68	S 16°48'45" W [S 16°48'13" W]	155.23' [155.11']
L69	S 42°58'51" W [S 42°59'31" W]	514.14' [514.06']
L70	S 42°14'49" W [S 42°15'06" W]	179.51' [179.62']
L71	S 44°45'36" W [S 44°47'10" E]	181.12' [181.13']
L72	S 78°15'12" W [S 78°15'32" W]	248.69' [248.66']
L73	S 67°10'44" W [S 67°12'30" W]	36.69' [36.61']
L74	S 41°23'55" W [S 27°31'51" W]	167.03'
L75	S 15°20'53" W (S 27°31'51" W]	190.01' [348.02']
L76	S 29°55'03" W [S 29°52'19" W]	170.32' [170.25']
L77	S 41°34'53" W [S 41°30'05" W]	90.25' [90.07']
L78	S 51°33'27" W [S 52°01'55" W]	40.44' [40.54']
L79	S 54°58'35" W [S 54°55'53" W]	201.92' [202.09']
L80	S 52°58'32" W [S 52°59'51 W]	226.94' [227.02']
L81	S 51°21'36" W [S 51°20'33" W]	478.17' [478.03']
L82	S 49°18'19" W [S 49°20'40" W]	259.36' [259.32']

LINE TABLE		
L83	S 48°23'08" W [S 48°19'29" W]	242.13' [242.10']
L84	S 45°28'14" W [S 45°28'50" W]	229.75' [229.89']
L85	S 44°23'23" W [S 44°21'44" W]	216.48' [215.87']
L86	S 44°10'20" W [S 44°11'34" W)	703.47' [703.53']
L87	N 35°14'56" E (N 35°14'56" E)	527.92' (527.92')
L88	N 47°34'44" E (N 47°34'44" E)	112.73' (112.73')
L89	N 50°57'50" E (N 50°57'50" E)	102.60' (102.60')
L90	N 78°04'49" E (N 78°04'49" E)	85.12' (85.12')
L91	S 85°01'43" E (S 85°01'43" E)	96.90' (96.90')
L92	N 51°19'12" E (N 51°19'12" E)	28.38' (28.38')
L93	S 63°32'56" E (S 63°32'56" E)	73.72' (73.72')
L94	S 71°02'40" E (S 71°02'40" E)	284.37' (284.37')
L95	S 77°17'56" E (S 77°17'56" E)	490.99' (490.99')
L96	N 67°45'17" E (N 67°45'17" E)	103.40' (103.40')
L97	N 49°35'40" E (N 49°35'40" E)	76.92' (76.92')
L98	N 32°12'49" E (N 32°12'49" E)	193.35' (193.35')
L99	N 66°23'46" E (N 66°23'46" E)	300.51' (300.51')
L100	S 89°54'40" E (S 89°54'40" E)	414.61' (414.61')
L101	S 54°16'57" E (S 54°16'57" E)	240.25' (240.25')
L102	S 41°50'12" E (S 41°50'12" E)	293.15' (293.15')
L103	S 41°43'20" E (S 41°43'20" E)	279.34' (279.34')
L104	N 50°54'28" E (N 50°54'28" E)	175.88' (175.88')
L105	N 58°34'09" E (N 58°34'09" E)	465.88' (465.88')
L151	N 51°10'40" W [N 51°01'56" W]	176.70' [176.86']
L177	N 42°44'24" E	126.20'

LEGEND

O	1/2" IRON ROD FOUND PREVIOUSLY SET
O.P.R.H.C.TX.	OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS
P.O.B.	POINT OF BEGINNING
P.O.R.	POINT OF REFERENCE

NOTES:

1. BEARING BASIS IS TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NAD83, GRID.

2. DISTANCES SHOWN HEREON ARE BASED ON SURFACE MEASUREMENTS, TO CONVERT SURFACE DISTANCES TO GRID, MULTIPLY BY THE COMBINED SCALE FACTOR.

3. THE COMBINED SCALE FACTOR FOR THIS PROJECT IS 0.999875.

STATE OF TEXAS
REGISTERED
JAMES BRADLEY RICHARDS
6875
PROFESSIONAL
LAND SURVEYOR

SHEET 6 OF 6

Bowman CONSULTING

Bowman Consulting Group, Ltd.
1120 South Capital of Texas Hwy, Bldg 3, Suite 220, Austin, Texas 78746
Phone: (512) 327-1180 Fax: (512) 327-4062
www.bowmanconsulting.com © Bowman Consulting Group, Ltd.
TBPE Firm No. F-14309 | TBPLS Firm No. 101206-00

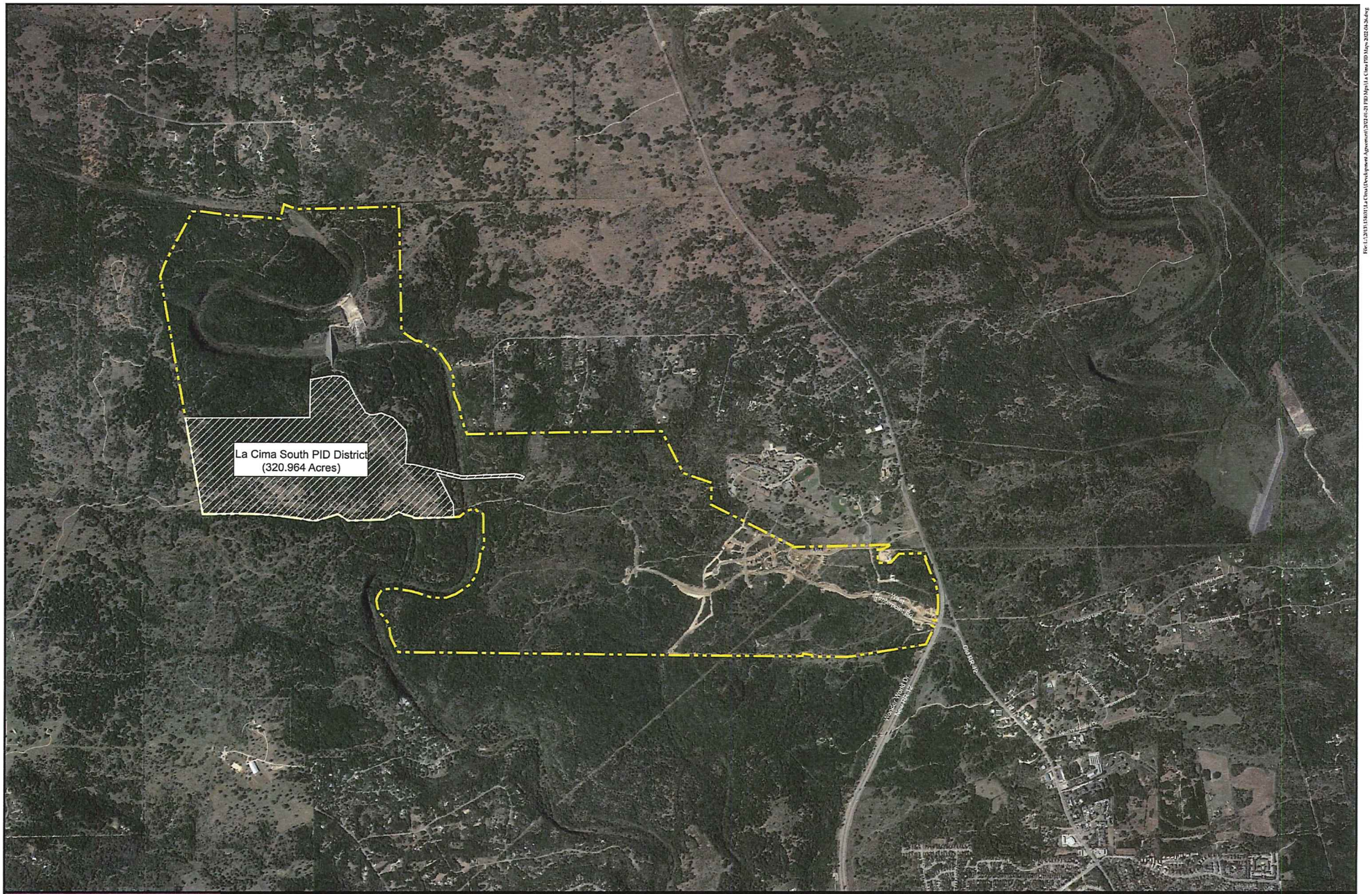
EXHIBIT TO ACCOMPANY FN2710

FILE: P:\005956 – Lazy Oaks Ranch\005956-01-002 (SUR) – Freeman Tract\Survey\Working\Exhibits\La Cima Residential Tract Parcel 4-7 Exhibit.dwg
DATE: Jan 27,2022-4:39pm

EXHIBIT B

DEPICTION OF PROPERTY

[see attached]



La Cima
San Marcos

PID MAP - La Cima South District

SCALE : 1" = 800'
0 400 800 1,600
DATE : 04-26-2022

NORTH

712 Congress Avenue, Suite 300
Austin, TX 78701
Tel: (512) 480-0032 Fax: (512) 480-0617
www.rviplanning.com

rvi planning + landscape architecture

All information furnished regarding this property is from sources deemed reliable. However, RVi has not made an independent investigation of these sources and no warranty or representation is made by RVi as to the accuracy thereof and same is submitted subject to errors, omissions, land plan changes, or other conditions. This land plan is conceptual in nature and does not represent any regulatory approval. Land plan is subject to change. The developer has reserved the right, without notice or prior charges to this map and other aspects of the development to comply with governmental requirements and to fulfill its marketing mission.

File: L:\2021\21831\Land Development Agreement\2022-01-21\PID Maps\21831_La Cima PID Maps_2022-04-26.dwg

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Date: 08/30/2022
Requested By:
Sponsor: Commissioner Shell

Agenda Item

Discussion and possible action to adopt a Resolution approving a second amendment to La Cima Public Improvement District financing agreement; authorizing the execution and delivery of such amendment; and approving any additional actions necessary in connection therewith. **SHELL**

Summary

Attachments

La Cima PID Financing Agreement

CERTIFICATE OF COUNTY CLERK

THE STATE OF TEXAS §
§
COUNTY OF HAYS §

THE UNDERSIGNED HEREBY CERTIFIES that:

The Commissioners Court (the "Court") of Hays County, Texas (the "County"), convened on the 30th day of August, 2022 in regular session at the regular meeting place of the Court in the County Courthouse, Room 301, 111 E. San Antonio Street, San Marcos, Texas (the "Meeting"), which Meeting was at all times open to the public, the duly constituted officers and members of the Court being as follows:

Ruben Becerra	County Judge
Debbie Gonzales Ingalsbe	Commissioner, Precinct No. 1
Mark Jones	Commissioner, Precinct No. 2
Lon Shell	Commissioner, Precinct No. 3
Walt Smith	Commissioner, Precinct No. 4

and all of such persons were present at the Meeting, except [_____], thus constituting a quorum. Among other business considered at the Meeting, the attached resolution (the "Resolution") entitled:

A RESOLUTION APPROVING A SECOND AMENDMENT TO LA CIMA PUBLIC IMPROVEMENT DISTRICT FINANCING AGREEMENT; AUTHORIZING THE EXECUTION AND DELIVERY OF SUCH AMENDMENT; AND APPROVING ANY ADDITIONAL ACTIONS NECESSARY IN CONNECTION THEREWITH

was introduced for the due consideration of the Court. After presentation and discussion of the Resolution, a motion was made by Commissioner [_____] that the Resolution be passed and adopted. The motion was seconded by Commissioner [_____] and carried by the following vote:

__ voted "For" __ voted "Against" __ "Abstained"

all as shown in the official Minutes of the Court for the Meeting.

The attached Resolution is a true and correct copy of the original on file in the official records of the County; the duly qualified and acting members of the Court on the date of the Meeting are those persons shown above, and, according to the records of my office, each member of the Court was given actual notice of the time, place, and purpose of the Meeting and had actual notice that the Resolution would be considered; and the Meeting and deliberation of the aforesaid public business, including the subject of the Resolution, was posted and given in advance thereof in compliance with the provisions of Chapter 551, as amended, Texas Government Code.

IN WITNESS WHEREOF, I have signed my name officially and affixed the seal of the Commissioners Court, this ____ day of _____, 2022.

_____

County Clerk and Ex-Officio Clerk of the
Commissioners Court of Hays County, Texas

(SEAL OF THE COMMISSIONERS COURT)

HAYS COUNTY, TEXAS

A RESOLUTION APPROVING A SECOND AMENDMENT TO LA CIMA PUBLIC IMPROVEMENT DISTRICT FINANCING AGREEMENT; AUTHORIZING THE EXECUTION AND DELIVERY OF SUCH AMENDMENT; AND APPROVING ANY ADDITIONAL ACTIONS NECESSARY IN CONNECTION THEREWITH

WHEREAS, the Commissioners Court of Hays County, Texas (the "County"), pursuant to and in accordance with the terms, provisions and requirements of the Public Improvement District Assessment Act, Chapter 372, Texas Local Government Code (the "PID Act"), authorized the creation of the "La Cima Public Improvement District" (the "District") pursuant to a resolution adopted by the Commissioners Court of the County (the "Commissioners Court") on September 23, 2014; and

WHEREAS, the County authorized the creation of the District to finance certain public improvements authorized by the PID Act for the benefit of the property within the District (the "Authorized Improvements"); and

WHEREAS, on July 21, 2015, the Commissioners Court approved that certain La Cima Public Improvement District Financing Agreement by and between Lazy Oaks Ranch, LP, a Texas limited partnership (the "Original Owner"), and the County dated as of July 21, 2015 (as amended from time to time, the "PID Financing Agreement"), as amended by that certain First Amendment to La Cima Public Improvement District Financing Agreement by and between La Cima San Marcos LLC, a Texas limited liability company (the "Master Developer"), as Designated Successor and Assignee of Original Owner, and the County, dated as of May 12, 2020; and

WHEREAS, the District includes that certain approximately 320.946 acres of land which is more particularly described in Exhibit A to the Second Amendment (as defined herein) (the "La Cima South Property"); and

WHEREAS, the Original Owner owns the La Cima South Property; and

WHEREAS, the Original Owner or its future designee or assignee proposes to construct certain public improvements over time conferring special benefits to the La Cima South Property (the "La Cima South Public Improvements"); and

WHEREAS, due to the unique topography and location, including proximity to Purgatory Creek and surrounding conservation land, the development of the La Cima South Property requires construction of public improvements and costs not originally contemplated by the Original Owner at the time of the creation of the District; and

WHEREAS, on April 27, 2022, the Original Owner submitted and filed with the County Clerk of the County a petition requesting the establishment of the La Cima South Public Improvement District (the "La Cima South District") consisting of the La Cima South Property; and

WHEREAS, on August 9, 2022, the Commissioners Court, by resolution, called a public hearing to be held on the creation of the proposed La Cima South District and the advisability of the La Cima South Public Improvements and services for the La Cima South District; and

WHEREAS, on August 30, 2022, after conducting a public hearing, the Commissioners Court, by resolution, authorized the formation of the La Cima South District to allow financing of the La Cima South Public Improvements via a new public improvement district for the La Cima South Property in lieu of via the District; and

WHEREAS, the County desires to amend the La Cima Financing Agreement to provide that: (i) at no time after the effective date of the Second Amendment shall (a) any new Special Assessments be levied for Public Improvements against any portion of the La Cima South Property via the District, (b) any Neighborhood Improvement PID Bonds or any Additional Neighborhood Improvement PID Bonds be issued by the County via the District for financing the costs of Neighborhood Public Improvements for the benefit of the La Cima South Property; and (c) any Future Major Public Improvement PID Bonds be issued by the County via the District for financing the costs of Future Major Public Improvements for the benefit of the District; and (ii) Master Developer will finance the costs of any and all Future Major Public Improvements necessary for the development of the District, including the La Cima South Property, without reimbursement of the costs of such public improvements; and

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

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSIONERS COURT OF THE HAYS COUNTY, TEXAS, TEXAS:

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

SECTION 2. Approval of Second Amendment. That certain "Second Amendment to La Cima Public Improvement District Financing Agreement" by and between the County and the Master Developer (the "Second Amendment") is hereby authorized and approved in substantially the form attached hereto as Exhibit A which is incorporated herein as a part hereof for all purposes and the County Judge of the County is hereby authorized and directed to execute and deliver such Second Amendment with such changes as may be required to carry out the purposes of this Resolution and approved by the County Judge of the County, such approval to be evidenced by the execution thereof.

SECTION 3. Additional Actions. The County Judge, the County Auditor, Assistant General Counsel and the County Clerk of the County are hereby authorized and directed to take any and all actions on behalf of the County necessary or desirable to carry out the intent and purposes of this Resolution. County Judge, the County Auditor, Assistant General Counsel and the County Clerk of the County are hereby authorized and directed to execute and deliver any

and all certificates, agreements, notices, instruction letters, requisitions, and other documents which may be necessary or advisable in the carrying out of the purposes and intent of this Resolution

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

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

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

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

[*Execution page follows.*]

DULY PASSED AND APPROVED BY THE COMMISSIONERS COURT ON AUGUST 30, 2022.

HAYS COUNTY, TEXAS

RUBEN BECERRA, County Judge of Hays County, Texas

(COUNTY SEAL)

ATTEST:

ELAINE H. CÁRDENAS, County Clerk and
Ex-Officio Clerk of the Commissioners Court
of Hays County, Texas

EXHIBIT A

SECOND AMENDMENT TO
LA CIMA PUBLIC IMPROVEMENT DISTRICT FINANCING AGREEMENT

[See attached]

SECOND AMENDMENT TO LA CIMA PUBLIC IMPROVEMENT DISTRICT FINANCING AGREEMENT

This SECOND AMENDMENT TO LA CIMA PUBLIC IMPROVEMENT DISTRICT FINANCING AGREEMENT (this "Second Amendment") is made effective the ___ day of ____, 2022 (the "Effective Date"), by and between **LA CIMA SAN MARCOS, LLC**, a Texas limited liability company (the "Master Developer"), and **HAYS COUNTY, TEXAS** (the "County"), acting by and through its duly authorized representative (each individually referred to as a "Party" and collectively as the "Parties").

RECITALS

A. The County and Master Developer, as Designated Successor and Assignee to Lazy Oaks Ranch, LP, a Texas limited partnership ("Original Owner"), are parties to that certain La Cima Public Improvement District Financing Agreement dated effective July 21, 2015, as amended by that certain First Amendment thereto dated May 12, 2020 (the "La Cima Financing Agreement").

B. On September 23, 2014, the Commissioners Court authorized the formation of the La Cima Public Improvement District (the "District") consisting of that certain approximately 2,044 acres of land located within Hays County, Texas which is more particularly described in Exhibit B attached to the La Cima Financing Agreement (the "District Property"), pursuant to a resolution of the Commissioners Court in accordance with the PID Act (as defined below).

C. In conformity with the Chapter 372, Texas Local Government Code, as amended (the "PID Act") and pursuant to an order adopted by the Commissioners Court on July 21, 2015, the Commissioners Court approved and accepted the "La Cima Public Improvement District Service and Assessment Plan" (as amended, supplemented or updated from time to time, the "La Cima Service and Assessment Plan") relating to the District and levied special assessments (the "Major Improvement Area Assessments") against the parcels identified on the assessment roll for the Major Improvement Area Assessments (the "Assessed Parcels") to finance the costs of certain Public Improvements conferring a special benefit on the Assessed Parcels in the District.

D. On August 5, 2015, the County issued the Hays County, Texas Special Assessment Revenue Bonds, Series 2015 (La Cima Public Improvement District Major Public Improvement Project) (the "Major Public Improvement PID Bonds") secured by the Major Improvement Area Assessments.

E. The District Property includes that certain approximately 320.946 acres of land which is more particularly described in Exhibit A attached hereto and made a part hereof (the "La Cima South Property").

F. The Original Owner owns the La Cima South Property.

G. The Original Owner or its future designee or assignee proposes to construct certain public improvements over time conferring special benefits to the La Cima South Property (the "La Cima South Public Improvements").

H. Due to the unique topography and location, including proximity to Purgatory Creek and surrounding conservation land, the development of the La Cima South Property requires construction of public improvements and costs not originally contemplated by the Original Owner at the time of the creation of the District.

I. The County, the City of San Marcos, Texas (the "City), and the Original Owner, LCSM Ph. 1-1, LLC, LCSM Ph. 1-2, LLC, LCSM Ph. 2, LLC, LCSM Ph. 3, LLC, LCSM Ph. 4, LLC, La Cima Commercial, LP, LCSM WW, LLC, and LCSM West, LP (collectively, the "Owners") entered into the Seventh Amended and Restated Development Agreement, effective as of May 17, 2022 (the "Development Agreement"), pursuant to which the City agreed that, if the Owners submitted a petition to the County requesting that one or more new public improvement districts be created for any portion of the land subject to the Development Agreement, including the District and the La Cima South Property, it would not oppose any such petition.

J. On April 27, 2022, the Original Owner submitted and filed with the County Clerk of the County a petition (the "Petition") requesting the establishment of the La Cima South Public Improvement District (the "La Cima South District") consisting of the La Cima South Property.

K. On August 9, 2022, the Commissioners Court, by resolution, called a public hearing to be held on the creation of the proposed La Cima South District and the advisability of the La Cima South Public Improvements and services for the La Cima South District.

L. On the Effective Date, after conducting a public hearing, the Commissioners Court, by resolution, authorized the formation of the La Cima South District to allow financing of the La Cima South Public Improvements via a new public improvement district for the La Cima South Property in lieu of via the District; and the County and the Original Owner intend to enter into a financing agreement relating to the La Cima South District.

M. The Parties desire to amend the La Cima Financing Agreement to provide that

(i) at no time after the Effective Date shall

(a) any new Special Assessments be levied for Public Improvements against any portion of the La Cima South Property via the District;

(b) any Neighborhood Improvement PID Bonds or any Additional Neighborhood Improvement PID Bonds be issued by the County via the District for financing the costs of Neighborhood Public Improvements for the benefit of the La Cima South Property; and

(c) any Future Major Public Improvement PID Bonds be issued by the County via the District for financing the costs of Future Major Public Improvements for the benefit of the District; and

(ii) Master Developer will finance the costs of any and all Future Major Public Improvements necessary for the development of the District, including the La Cima South Property, without reimbursement of the costs of such public improvements.

NOW, THEREFORE, the Parties hereby agree as follows:

1. Recitals; Defined Terms. The foregoing Recitals are true and correct in all material respects and are incorporated by reference herein and made a part of this Second Amendment for all purposes. Unless otherwise defined in this Second Amendment, any capitalized terms used in this Second Amendment shall have the meanings given to them in the La Cima Financing Agreement.

2. No Future La Cima South Property Special Assessments for Public Improvements via the District. Notwithstanding any provision in the La Cima Financing Agreement to the contrary, the Parties hereby agree that at no time after the Effective Date shall any new Special Assessments for financing the costs of Public Improvements be levied against any portion of the La Cima South Property via the District in accordance with the La Cima Financing Agreement or the La Cima Service and Assessment Plan. The Parties hereby agree that the Commissioners Court may levy a maintenance assessment against Assessed Parcels within the District, including the La Cima South Property, via the District for the maintenance and operation of any parkland, open space or conservation land benefiting the District.

3. No La Cima South Property Neighborhood Improvement PID Bonds or La Cima South Property Additional Neighborhood Improvement PID Bonds via the District. Notwithstanding any provision in the La Cima Financing Agreement to the contrary, the Parties hereby agree that at no time after the Effective Date shall any Neighborhood Improvement PID Bonds or any Additional Neighborhood Improvement PID Bonds be issued by the County via the District for financing the costs of Neighborhood Public Improvements for the benefit of the La Cima South Property in accordance with the La Cima Financing Agreement.

4. No Future Major Public Improvement PID Bonds via the District for the benefit of the District. Notwithstanding any provision in the La Cima Financing Agreement to the contrary, the Parties hereby agree that at no time after the Effective Date shall any Future Major Public Improvement PID Bonds be issued by the County via the District for financing the costs of Future Major Public Improvements for the benefit of the District in accordance with the La Cima Financing Agreement.

5. Future Major Public Improvements to be financed by Master Developer. Notwithstanding any provision in the La Cima Financing Agreement to the contrary, Master Developer hereby agrees to finance the costs of any and all Future Major Public Improvements necessary for the development of the District, including the La Cima South Property, without reimbursement of the costs of such public improvements.

6. Financing of La Cima South Public Improvements for the Benefit of La Cima South Property via La Cima South District. The Parties hereby agree that the costs of any La Cima South Public Improvements benefiting the La Cima South Property will be financed via the La Cima South District and the financing agreement related to the La Cima South District.

7. Outstanding Major Improvement Area Assessments. The Master Developer understands and acknowledges that so long as the Major Improvement Area Assessments levied against the La Cima South Property, securing, in part, the Major Public Improvement PID Bonds are outstanding, all covenants and representations made by the County or affecting the La Cima South Property relating to the Major Public Improvement PID Bonds, including covenants and representations made in the indenture and offering document relating to the Major Public Improvement PID Bonds remain in full force and affect. Pursuant to the PID Act, the Original Owner may prepay the Major Improvement Area Assessments, and if prepaid, the lien imposed by the Major Improvement Area Assessments allocable to the La Cima South Property will be released and a like amount of the Major Public Improvement PID Bonds will be redeemed pursuant to the indenture relating to the Major Public Improvement PID Bonds.

8. Contract Verifications.

(i) The Master Developer hereby verifies that the Master Developer and any parent company, wholly- or majority-owned subsidiaries, and other affiliates of the Master Developer, if any, do not boycott Israel and, to the extent this Second Amendment is a contract for goods or services, will not boycott Israel during the term of the La Cima Financing Agreement and this Second Amendment. The foregoing verification is made solely to enable the County 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.

(ii) The Master Developer represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, 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 enable the County 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 Master Developer and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization.

(iii) To the extent this Second Amendment 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 Master Developer hereby verifies that the Master Developer and any parent company, wholly- or majority-owned subsidiaries, and other affiliates of the Master Developer, if any, do not boycott energy companies and will not boycott energy companies during the term of the La Cima Financing Agreement and this Second Amendment. The foregoing verification is made solely to enable the County 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.

(iv) To the extent this Second Amendment 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 Master Developer hereby verifies that the Master Developer and any parent company, wholly- or majority-owned subsidiaries, and other affiliates of the Master Developer, 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 the La Cima Financing Agreement and this Second Amendment against a firearm entity or firearm trade association. The foregoing verification is made solely to enable the County 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,

(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.

(v) As used in Section 8(i) through (iv), the Master Developer understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the Master Developer within the meaning of SEC Rule 405, 17 C.F.R. § 230.405, and exists to make a profit.

(vi) Submitted herewith is a completed Form 1295 in connection with the Master Developer's participation in the execution of this Second Amendment 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 County hereby confirms receipt of the Form 1295 from the Master Developer. The Master Developer and the County understand and agree that, with the exception of information identifying the County and the contract identification number, neither the County 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 Master Developer; and, neither the County nor its consultants have verified such information.

9. Force and Effect. The respective sections of the La Cima Financing Agreement amended by this Second Amendment are hereby amended as if such amendment thereof was set forth in such affected sections.

10. Effective Date. This Second Amendment is effective as of the Effect Date written above.

11. Section References. Unless expressly stated otherwise, any and all references to sections or other enumerated provisions in this Second Amendment shall refer to the corresponding sections or provisions in the La Cima Financing Agreement.

12. Ratification; Entire Agreement. The La Cima Financing Agreement, as amended by this Second Amendment, is hereby ratified and affirmed and continues in full force and effect. In the event of any conflict between the terms of this Second Amendment and the terms of the La Cima Financing Agreement, the terms of this Second Amendment control.

13. Counterparts. This Second Amendment may be executed in any number of counterparts with the same effect as if all signatory Parties had signed the same document. All counterparts will be construed together and will constitute one and the same instrument.

[Signature Page to Follow]

This Second Amendment shall be effective as of the Effective Date.

HAYS COUNTY, TEXAS

By: _____
Name: Ruben Becerra
Title: County Judge

LA CIMA SAN MARCOS, LLC, a Texas limited liability company

By: _____
Bryan W. Lee, Manager

EXHIBIT A
LA CIMA SOUTH PROPERTY

FIELD NOTES DESCRIPTION

DESCRIPTION OF 320.964 ACRES OF LAND IN, THE WILLIAM BURKE SURVEY, ABSTRACT NO. 68 AND THE WILLIAM SMITHSON SURVEY, ABSTRACT NO. 419, HAYS COUNTY, TEXAS; BEING A PORTION OF THAT CERTAIN CALLED 321 ACRES DESCRIBED IN THE DEED TO LAZY OAKS RANCH, LP OF RECORD IN VOLUME 3772, PAGE 231, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS; SAID 320.964 ACRES OF LAND AS SURVEYED BY BOWMAN CONSULTING GROUP, LTD. AND SHOWN ON PLAN NO. 3602.01, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2-inch iron rod with a plastic cap stamped “BCG” previously set in a southerly line of the said 321 acre tract and a northerly line of a called 537.30 acre tract described in Deed to LCSM West LP, of record in Document 20031138, subject to a boundary line agreement recorded in Vol. 124, Page 496, Official Public Records of Hays County, Texas, from which a 20” cedar tree found bears N 16°11'45" E, a distance of 16.19 feet from the **POINT OF BEGINNING** of the tract described herein;

THENCE with the north line of said 537.30 acre tract, the south line of the said 321 acre tract , with said boundary line agreement and being the south line of the herein described property, the following twenty-six (26) courses and distances:

1. S 42°44'24" W, a distance of 371.35 feet to a 3-inch cedar fence corner post found for an angle point,
2. S 43°42'44" W, a distance of 494.18 feet to a 4-inch cedar post found for an angle point;
3. S 48°26'43" W, a distance of 69.01 feet to a multi-stem (20-inch, 6.5-inch) live oak tree found for an angle point,
4. S 85°42'20" W, a distance of 50.43 feet to a 17.5-inch live oak tree found for an angle point,
5. S 58°23'07" W, a distance of 191.56 feet to an 18-inch live oak tree found for an angle point,
6. S 69°45'06" W, a distance of 135.88 feet to 28.5-inch live oak tree found for an angle point,
7. S 29°44’24” W, a distance of 43.94 feet to a fallen, dead oak tree found for an angle point,
8. S 15°37’38” W, a distance of 179.41 feet to a 5-inch cedar post found for an angle point,
9. S 16°48’45” W, a distance of 155.23 feet to a 6-inch cedar post tree found for an angle point,
10. S 42°58’51” W, a distance of 514.14 feet to a 5-inch cedar post tree found for an angle point,
11. S 42°14’49” W, a distance of 179.51 feet to a 23.5” live oak tree found for an angle point,
12. S 44°45’36” W, a distance of 181.12 feet to a 5-inch cedar post tree found for an angle point,
13. S 78°15’12” W, a distance of 248.69 feet to a 6-inch cedar post found for an angle point,
14. S 67°10’44” W, a distance of 36.69 feet to a 22-inch live oak tree found for an angle point,
15. S 41°23’55” W, a distance of 167.03 feet to a fence corner found for an angle point,
16. S 15°20’53” W, a distance of 190.01 feet to a 13-inch cedar elm tree found for an angle point,
17. S 29°55’03” W, a distance of 170.32 feet to a 15-inch tree found for an angle point,

18. S 41°34’53” W, a distance of 90.25 feet to a 16.5-inch cedar tree found for an angle point,

19. S 51°33’27” W, a distance of 40.44 feet to a 14-inch cedar tree found for an angle point,

20. S 54°58’35” W, a distance of 201.92 feet to a 6-inch cedar post found for an angle point,

21. S 52°58’32” W, a distance of 226.94 feet to a 15.5-inch cedar tree found for an angle point,

22. S 51°21’36” W, a distance of 478.17 feet to a 6-inch cedar post found for an angle point,

23. S 49°18'19" W, a distance of 259.36 feet to a 8-inch cedar post found for an angle point,

24. S 48°23’08” W, a distance of 242.13 feet to a 38-inch live oak tree found for an angle point,

25. S 45°28’14” W, a distance of 229.75 feet to a 4-inch cedar post tree found for an angle point, and

26. S 44°23’23” W, a distance of 216.48 feet to a 1/2-inch iron rod found at the southwest corner of said 537.30 acre tract, being an angle point in the southeast line of said 321 acre tract and the north corner of a called 100 acre tract described in the deed to LCSM West LP of record in Document 20031182, Official Public Records of Hays County, Texas, for an angle point in the southeast line of the tract described herein;

THENCE S 44°10’20” W, leaving said boundary line agreement and with the northwest line of the said 100 acre tract and the southeast line of the said 321 acre tract, a distance of 703.47 feet to a 1/2-inch iron rod with a plastic cap marked “BYRN” found at the southeast corner of that called 390.52 acre tract described in the deed to LCSM West LP of record in Document 18007483, Official Public Records of Hays County, Texas, at the southwest corner of the said 321 acre tract, for the southwest corner of the tract described herein;

THENCE N 55°21'01" W, leaving the northwest line of said 100.0 acre tract, with the northeast line of said 390.42 acre tract and with the southwest line of the said 321 acre tract, with the southwest line of the herein described tract, a distance of 2333.06 feet to a 1/2-inch iron rod with plastic cap stamped “BCG” previously set for the most westerly northwest corner of the tract described herein;

THENCE leaving the northeast line of said 390.52 acre tract, crossing the said 321 acre tract, with a northwest and a southwest line of the tract described herein, the following two (2) courses and distances:

1. N 44°32'35" E, a distance of 2927.87 feet to a 1/2-inch iron rod with plastic cap stamped “BCG” previously set for a re-entrant corner, and

2. N 44°15'28" W, a distance of 904.23 feet a to a 1/2-inch iron rod with plastic cap stamped “BCG” previously set for the northerly northwest corner of the tract described herein;

THENCE continuing across the said 1388.17 acre tract, with a northwest line of the tract described herein, the following twenty-three (23) courses and distances:

1. N 35°14'56" E, a distance of 527.92 feet to a 1/2-inch iron rod with plastic cap stamped “BCG” previously set for an angle point,

2. N 47°34'44" E, a distance of 112.73 feet to a 1/2-inch iron rod with plastic cap stamped “BCG” previously set for an angle point,

3. N 50°57'50" E, a distance of 102.60 feet to a 1/2-inch iron rod with plastic cap stamped “BCG” previously set for an angle point,

4. N 78°04'49" E, a distance of 85.12 feet to a 1/2-inch iron rod with plastic cap stamped “BCG” previously set for an angle point,

5. S 85°01'43" E, a distance of 96.90 feet to a 1/2-inch iron rod with plastic cap stamped “BCG” previously set for an angle point,

6. N 51°19'12" E, a distance of 28.38 feet to a 1/2-inch iron rod with plastic cap stamped “BCG” previously set for an angle point,

7. S 63°32'56" E, a distance of 73.72 feet to a 1/2-inch iron rod with plastic cap stamped “BCG” previously set for an angle point,

8. S 71°02'40" E, a distance of 284.37 feet to a 1/2-inch iron rod with plastic cap stamped “BCG” previously set for an angle point,

9. S 77°17'56" E, a distance of 490.99 feet to a 1/2-inch iron rod with plastic cap stamped “BCG” previously set for an angle point,

10. N 67°45'17" E, a distance of 103.40 feet to a 1/2-inch iron rod with plastic cap stamped “BCG” previously set for an angle point,

11. N 49°35'40" E, a distance of 76.92 feet to a 1/2-inch iron rod with plastic cap stamped “BCG” previously set for an angle point,

12. N 32°12'49" E, a distance of 193.35 feet to a 1/2-inch iron rod with plastic cap stamped “BCG” previously set for an angle point,

13. N 66°23'46" E, a distance of 300.51 feet to a 1/2-inch iron rod with plastic cap stamped “BCG” previously set for an angle point,

14. S 89°54'40" E, a distance of 414.61 feet to a 1/2-inch iron rod with plastic cap stamped “BCG” previously set for an angle point,

15. S 54°16'57" E, a distance of 240.25 feet to a 1/2-inch iron rod with plastic cap stamped “BCG” previously set for an angle point,

16. S 41°50'12" E, a distance of 293.15 feet to a 1/2-inch iron rod with plastic cap stamped “BCG” previously set for an angle point,

17. S 41°43'20" E, a distance of 279.34 feet to a 1/2-inch iron rod with plastic cap stamped “BCG” previously set for an angle point,

18. N 50°54'28" E, a distance of 175.88 feet to a 1/2-inch iron rod with plastic cap stamped “BCG” previously set for a point of curvature,

19. along a curve to the right, having a radius of 537.00 feet, an arc distance of 71.80 feet, and a chord which bears N 54°44'19" E, a distance of 71.75 feet to a 1/2-inch iron rod with plastic cap stamped “BCG” previously set for a point of tangency,

20. N 58°34'09" E, a distance of 465.88 feet to a 1/2-inch iron rod with plastic cap stamped “BCG” set for an angle point,

21. S 72°30’31” E, a distance of 933.45 feet to a 1/2-inch iron rod with plastic cap stamped “BCG” set for an angle point,

22. S 47°13'47" E, a distance of 304.95 feet to the **POINT OF BEGINNING** and containing 320.964 acres of land, more or less.

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

BOWMAN WORD FILE: FN2710(JBR)

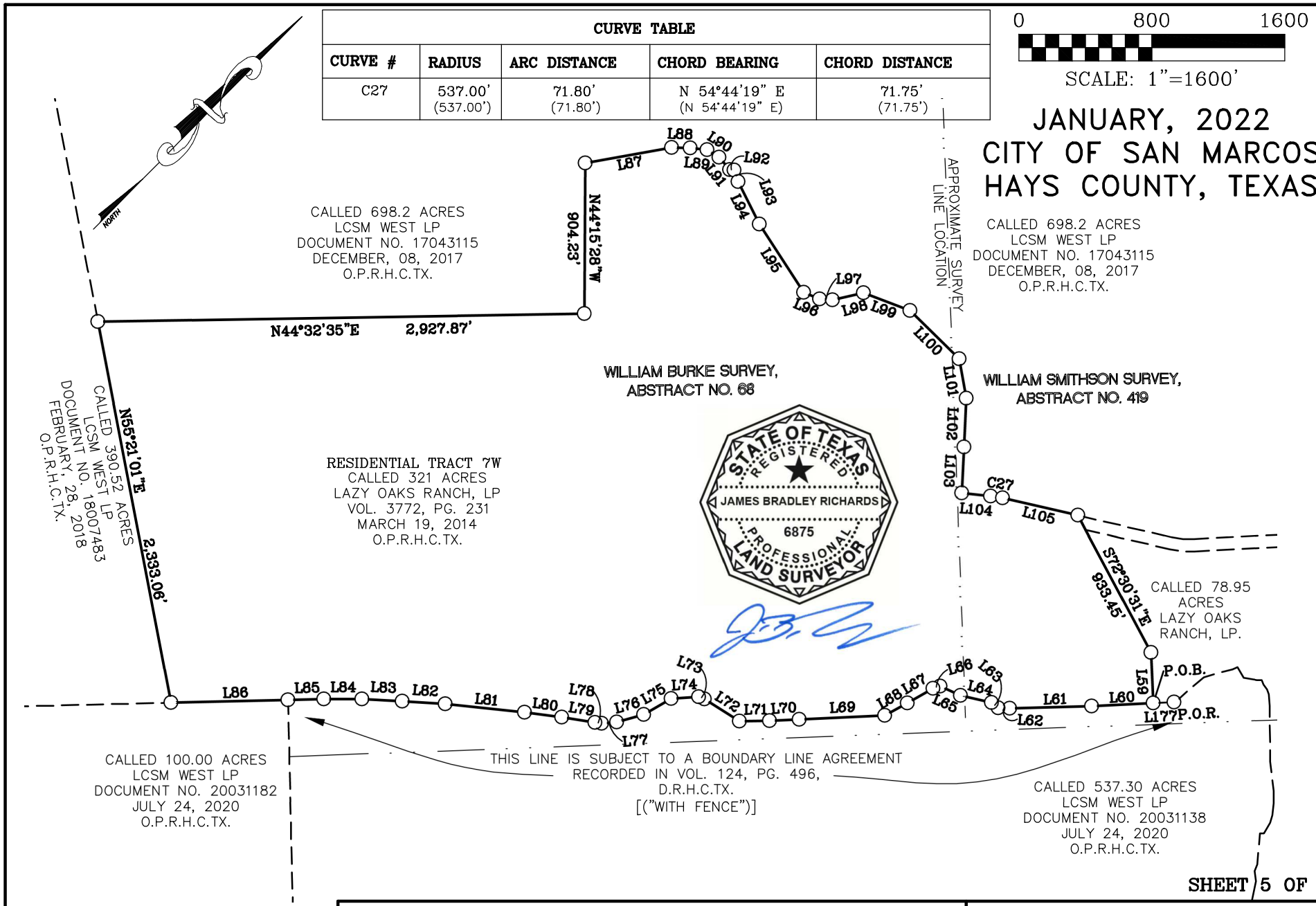
THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS
COUNTY OF TRAVIS §

I, JAMES BRADLEY RICHARDS, REGISTERED PROFESSIONAL LAND SURVEYOR RPLS NO. 6875 IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT WAS PREPARED FROM AN ACTUAL ON-THE-GROUND SURVEY MADE UNDER THE DIRECTION AND SUPERVISION OF JOHN D. BARNARD, A REGISTERED PROFESSIONAL LAND SURVEYOR, RPLS NO. 5749, AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, on this 27th day of January 2022 A.D.

Bowman Consulting Group, Ltd.
Austin, Texas 78746

James Bradley Richards
Registered Professional Land Surveyor
No. 6875 – State of Texas



SHEET 5 OF 6

Bowman CONSULTING
Bowman Consulting Group, Ltd.
1120 South Capital of Texas Hwy, Bldg 3, Suite 220, Austin, Texas 78746
Phone: (512) 327-1180 Fax: (512) 327-4062
www.bowmanconsulting.com © Bowman Consulting Group, Ltd.
TBPE Firm No. F-14309 | TBPLS Firm No. 101206-00

EXHIBIT TO ACCOMPANY FN2710

FILE: P:\005956 - Lazy Oaks Ranch\005956-01-002 (SUR) - Freeman Tract\Survey\Working\Exhibits\La Cima Residential Tract Parcel 4-7 Exhibit.dwg

LINE TABLE		
LINE #	BEARING	DISTANCE
L59	S 47°13'47" E (S 47°13'47" E)	304.95' (304.95')
L60	S 42°44'24" W [S 42°46'57" W]	371.35'
L61	S 43°42'44" W [S 43°32'08" W]	494.18' [346.50']
L62	S 48°26'43" W [S 48°11'14" W]	69.01' (69.08')
L63	S 85°42'20" W [S 85°52'49" W]	50.43' [50.52']
L64	S 58°23'07" W [S 58°25'20" W)	191.56' [191.29']
L65	S 69°45'06" W [S 69°43'05" W]	135.88' [135.71']
L66	S 29°44'24" W [S 29°48'20" W]	43.94' [43.75']
L67	S 15°37'38" W [S 14°38'20" W]	179.41' [179.95']
L68	S 16°48'45" W [S 16°48'13" W]	155.23' [155.11']
L69	S 42°58'51" W [S 42°59'31" W]	514.14' [514.06']
L70	S 42°14'49" W [S 42°15'06" W]	179.51' [179.62']
L71	S 44°45'36" W [S 44°47'10" E]	181.12' [181.13']
L72	S 78°15'12" W [S 78°15'32" W]	248.69' [248.66']
L73	S 67°10'44" W [S 67°12'30" W]	36.69' [36.61']
L74	S 41°23'55" W [S 27°31'51" W]	167.03'
L75	S 15°20'53" W (S 27°31'51" W]	190.01' [348.02']
L76	S 29°55'03" W [S 29°52'19" W]	170.32' [170.25']
L77	S 41°34'53" W [S 41°30'05" W]	90.25' [90.07']
L78	S 51°33'27" W [S 52°01'55" W]	40.44' [40.54']
L79	S 54°58'35" W [S 54°55'53" W]	201.92' [202.09']
L80	S 52°58'32" W [S 52°59'51 W]	226.94' [227.02']
L81	S 51°21'36" W [S 51°20'33" W]	478.17' [478.03']
L82	S 49°18'19" W [S 49°20'40" W]	259.36' [259.32']

LINE TABLE		
L83	S 48°23'08" W [S 48°19'29" W]	242.13' [242.10']
L84	S 45°28'14" W [S 45°28'50" W]	229.75' [229.89']
L85	S 44°23'23" W [S 44°21'44" W]	216.48' [215.87']
L86	S 44°10'20" W [S 44°11'34" W)	703.47' [703.53']
L87	N 35°14'56" E (N 35°14'56" E)	527.92' (527.92')
L88	N 47°34'44" E (N 47°34'44" E)	112.73' (112.73')
L89	N 50°57'50" E (N 50°57'50" E)	102.60' (102.60')
L90	N 78°04'49" E (N 78°04'49" E)	85.12' (85.12')
L91	S 85°01'43" E (S 85°01'43" E)	96.90' (96.90')
L92	N 51°19'12" E (N 51°19'12" E)	28.38' (28.38')
L93	S 63°32'56" E (S 63°32'56" E)	73.72' (73.72')
L94	S 71°02'40" E (S 71°02'40" E)	284.37' (284.37')
L95	S 77°17'56" E (S 77°17'56" E)	490.99' (490.99')
L96	N 67°45'17" E (N 67°45'17" E)	103.40' (103.40')
L97	N 49°35'40" E (N 49°35'40" E)	76.92' (76.92')
L98	N 32°12'49" E (N 32°12'49" E)	193.35' (193.35')
L99	N 66°23'46" E (N 66°23'46" E)	300.51' (300.51')
L100	S 89°54'40" E (S 89°54'40" E)	414.61' (414.61')
L101	S 54°16'57" E (S 54°16'57" E)	240.25' (240.25')
L102	S 41°50'12" E (S 41°50'12" E)	293.15' (293.15')
L103	S 41°43'20" E (S 41°43'20" E)	279.34' (279.34')
L104	N 50°54'28" E (N 50°54'28" E)	175.88' (175.88')
L105	N 58°34'09" E (N 58°34'09" E)	465.88' (465.88')
L151	N 51°10'40" W [N 51°01'56" W]	176.70' [176.86']
L177	N 42°44'24" E	126.20'

LEGEND

O	1/2" IRON ROD FOUND PREVIOUSLY SET
O.P.R.H.C.TX.	OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS
P.O.B.	POINT OF BEGINNING
P.O.R.	POINT OF REFERENCE

NOTES:

1. BEARING BASIS IS TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NAD83, GRID.

2. DISTANCES SHOWN HEREON ARE BASED ON SURFACE MEASUREMENTS, TO CONVERT SURFACE DISTANCES TO GRID, MULTIPLY BY THE COMBINED SCALE FACTOR.

3. THE COMBINED SCALE FACTOR FOR THIS PROJECT IS 0.999875.

STATE OF TEXAS
REGISTERED
JAMES BRADLEY RICHARDS
6875
PROFESSIONAL
LAND SURVEYOR

Bowman CONSULTING

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TBPE Firm No. F-14309 | TBPLS Firm No. 101206-00

EXHIBIT TO ACCOMPANY FN2710

FILE: P:\005956 - Lazy Oaks Ranch\005956-01-002 (SUR) - Freeman Tract\Survey\Working\Exhibits\La Cima Residential Tract Parcel 4-7 Exhibit.dwg
DATE: Jan 27,2022-4:39pm

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Date: 08/30/2022
Requested By:
Sponsor: Commissioner Shell

Agenda Item

Discussion and possible action to adopt a Resolution determining the costs of certain public improvements to be financed by the La Cima Public Improvement District; approving a preliminary 2022 Amended and Restated Service and Assessment Plan for the district, including a proposed updated major improvement area assessment roll, neighborhood improvement area #1 assessment roll and neighborhood improvement area #2 assessment roll and a proposed neighborhood improvement area #3 assessment roll; directing the filing of the proposed assessment rolls with the County Clerk to make available for public inspection; noticing a public hearing for September 13, 2022 to consider an order levying assessments on property located with neighborhood improvement area #3 of the La Cima Public Improvement District; directing county staff to publish and mail notice of said public hearing; and resolving other matters incident and related thereto; and providing an effective date. **SHELL**

Summary

Attachments

La Cima PSAP: Pub Hear NIA #3

CERTIFICATE OF COUNTY CLERK

THE STATE OF TEXAS §
§
COUNTY OF HAYS §

THE UNDERSIGNED HEREBY CERTIFIES that:

The Commissioners Court (the "Court") of Hays County, Texas (the "County"), convened on the 30th day of August, 2022 in regular session at the regular meeting place of the Court in the County Courthouse, Room 301, 111 E. San Antonio Street, San Marcos, Texas (the "Meeting"), which Meeting was at all times open to the public, the duly constituted officers and members of the Court being as follows:

Ruben Becerra	County Judge
Debbie Gonzales Ingalsbe	Commissioner, Precinct No. 1
Mark Jones	Commissioner, Precinct No. 2
Lon Shell	Commissioner, Precinct No. 3
Walt Smith	Commissioner, Precinct No. 4

and all of such persons were present at the Meeting, except [_____], thus constituting a quorum. Among other business considered at the Meeting, the attached resolution (the "Resolution") entitled:

A RESOLUTION DETERMINING THE COSTS OF CERTAIN PUBLIC IMPROVEMENTS TO BE FINANCED BY THE LA CIMA PUBLIC IMPROVEMENT DISTRICT; APPROVING A PRELIMINARY 2022 AMENDED AND RESTATED SERVICE PLAN AND ASSESSMENT PLAN FOR THE DISTRICT, INCLUDING A PROPOSED UPDATED MAJOR IMPROVEMENT AREA ASSESSMENT ROLL, NEIGHBORHOOD IMPROVEMENT AREA #1 ASSESSMENT ROLL AND NEIGHBORHOOD IMPROVEMENT AREA #2 ASSESSMENT ROLL AND A PROPOSED NEIGHBORHOOD IMPROVEMENT AREA #3 ASSESSMENT ROLL; DIRECTING THE FILING OF THE PROPOSED ASSESSMENT ROLLS WITH THE COUNTY CLERK TO MAKE AVAILABLE FOR PUBLIC INSPECTION; NOTICING A PUBLIC HEARING FOR SEPTEMBER 13, 2022 TO CONSIDER AN ORDER LEVYING ASSESSMENTS ON PROPERTY LOCATED WITHIN NEIGHBORHOOD IMPROVEMENT AREA #3 OF THE LA CIMA PUBLIC IMPROVEMENT DISTRICT; DIRECTING COUNTY STAFF TO PUBLISH AND MAIL NOTICE OF SAID PUBLIC HEARING; AND RESOLVING OTHER MATTERS INCIDENT AND RELATED THERETO; AND PROVIDING AN EFFECTIVE DATE

was introduced for the due consideration of the Court. After presentation and discussion of the Resolution, a motion was made by Commissioner [_____] that the Resolution be passed and adopted. The motion was seconded by Commissioner [_____] and carried by the following vote:

_ voted "For" _ voted "Against" _ "Abstained"

all as shown in the official Minutes of the Court for the Meeting.

The attached Resolution is a true and correct copy of the original on file in the official records of the County; the duly qualified and acting members of the Court on the date of the Meeting are those persons shown above, and, according to the records of my office, each member of the Court was given actual notice of the time, place, and purpose of the Meeting and had actual notice that the Resolution would be considered; and the Meeting and deliberation of the aforesaid public business, including the subject of the Resolution, was posted and given in advance thereof in compliance with the provisions of Chapter 551, as amended, Texas Government Code.

IN WITNESS WHEREOF, I have signed my name officially and affixed the seal of the Commissioners Court, this ____ day of _____, 2022.

_____
County Clerk and Ex-Officio Clerk of the
Commissioners Court of Hays County, Texas

(SEAL OF THE COMMISSIONERS COURT)

HAYS COUNTY, TEXAS

A RESOLUTION DETERMINING THE COSTS OF CERTAIN PUBLIC IMPROVEMENTS TO BE FINANCED BY THE LA CIMA PUBLIC IMPROVEMENT DISTRICT; APPROVING A PRELIMINARY 2022 AMENDED AND RESTATED SERVICE PLAN AND ASSESSMENT PLAN FOR THE DISTRICT, INCLUDING A PROPOSED UPDATED MAJOR IMPROVEMENT AREA ASSESSMENT ROLL, NEIGHBORHOOD IMPROVEMENT AREA #1 ASSESSMENT ROLL AND NEIGHBORHOOD IMPROVEMENT AREA #2 ASSESSMENT ROLL AND A PROPOSED NEIGHBORHOOD IMPROVEMENT AREA #3 ASSESSMENT ROLL; DIRECTING THE FILING OF THE PROPOSED ASSESSMENT ROLLS WITH THE COUNTY CLERK TO MAKE AVAILABLE FOR PUBLIC INSPECTION; NOTICING A PUBLIC HEARING FOR SEPTEMBER 13, 2022 TO CONSIDER AN ORDER LEVYING ASSESSMENTS ON PROPERTY LOCATED WITHIN NEIGHBORHOOD IMPROVEMENT AREA #3 OF THE LA CIMA PUBLIC IMPROVEMENT DISTRICT; DIRECTING COUNTY STAFF TO PUBLISH AND MAIL NOTICE OF SAID PUBLIC HEARING; AND RESOLVING OTHER MATTERS INCIDENT AND RELATED THERETO; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the Commissioners Court of Hays County, Texas (the "County"), pursuant to and in accordance with the terms, provisions and requirements of the Public Improvement District Assessment Act, Chapter 372, Texas Local Government Code (the "PID Act"), authorized the creation of the "La Cima Public Improvement District" (the "District") pursuant to a resolution adopted by the Commissioners Court of the County (the "Commissioners Court") on September 23, 2014 (the "Authorization Resolution"); and

WHEREAS, the County authorized the creation of the District to finance certain public improvements authorized by the PID Act for the benefit of the property within the District (the "Authorized Improvements"); and

WHEREAS, in conformity with the PID Act and pursuant to an order adopted by the Commissioners Court on July 21, 2015 (the "MIA Assessment Order"), the Commissioners Court approved and accepted the "La Cima Public Improvement District Service and Assessment Plan" (the "Original Service and Assessment Plan") relating to the District and levied the Major Improvement Area Assessments (as defined in the Preliminary 2022 Amended and Restated Service and Assessment Plan (as defined herein) against the parcels identified in the Major Improvement Area Assessment Roll (as defined in the Preliminary 2022 Amended and Restated Service and Assessment Plan) to finance the costs of certain Authorized Improvements conferring a special benefit on the Assessed Parcels in the entire District; and

WHEREAS, pursuant to the PID Act and to the terms of the Original Service and Assessment Plan, the Commissioners Court was required to annually update the Original Service and Assessment Plan, including the Assessment Rolls (as defined in the Preliminary 2022

Amended and Restated Service and Assessment Plan) (each an "Annual Service Plan Update"); and

WHEREAS, pursuant to the PID Act and the terms of the Original Service and Assessment Plan, the Commissioners Court adopted an order accepting and approving Annual Service Plan Updates for 2016 and 2017; and

WHEREAS, the property within the District is being developed in phases with certain Authorized Improvements to be constructed over time to serve District or portions thereof; and

WHEREAS, in conformity with the PID Act and pursuant to an order adopted by the Commissioners Court on March 20, 2018 (the "NIA #1 Assessment Order"), the Commissioners Court approved and accepted the "La Cima Public Improvement District Service and Assessment Plan Update for Neighborhood Improvement Area #1" (the "NIA #1 SAP") relating to Neighborhood Improvement Area #1 and levied the Neighborhood Improvement Area #1 Assessments (each as defined in the Preliminary 2022 Amended and Restated Service and Assessment Plan) against the parcels identified in the Neighborhood Improvement Area #1 Assessment Roll (as defined in the Preliminary 2022 Amended and Restated Service and Assessment Plan) to finance the costs of certain Authorized Improvements conferring a special benefit on the Assessed Parcels in the Neighborhood Improvement Area #1; and

WHEREAS, pursuant to the PID Act and the terms of the Original Service and Assessment Plan and the NIA#1 SAP, the Commissioners Court adopted an order accepting and approving the 2019 Annual Service Plan Update, including the Major Improvement Area Assessment Roll and the Neighborhood Improvement Area #1 Assessment Roll; and

WHEREAS, in conformity with the PID Act and pursuant to an order adopted by the Commissioners Court on February 25, 2020 (the "NIA #2 Assessment Order"), the Commissioners Court approved and accepted the "La Cima Public Improvement District Neighborhood Improvement Area #2 Service and Assessment Plan" (the "NIA #2 SAP") relating to Neighborhood Improvement Area #2 and levied the Neighborhood Improvement Area #2 Assessments (each as defined in the Preliminary 2022 Amended and Restated Service and Assessment Plan) against the parcels identified in the Neighborhood Improvement Area #2 Assessment Roll (as defined in the Preliminary 2022 Amended and Restated Service and Assessment Plan) to finance the costs of certain Authorized Improvements conferring a special benefit on the Assessed Parcels in the Neighborhood Improvement Area #2; and

WHEREAS, in connection with the issuance by the County of its "Hays County, Texas, Special Assessment Revenue Bonds, Series 2020 (La Cima Public Improvement District Neighborhood Improvement Areas #1-2 Project)," and in conformity with the PID Act and pursuant to an order adopted by the Commissioners Court on October 20, 2020 (the "Bond Order"), the Commissioners Court approved and accepted the "La Cima Public Improvement District 2020 Amended and Restated Service and Assessment Plan" (the "2020 Amended and Restated Service and Assessment Plan"), which incorporated and consolidated the provisions of the Original Service and Assessment Plan, the NIA #1 SAP and the NIA #2 SAP into one document, and amended and restated the Original Service and Assessment Plan in its entirety;

WHEREAS, pursuant to the PID Act and the terms of the 2020 Amended and Restated Service and Assessment Plan, the Commissioners Court adopted an order accepting and approving the 2021 Annual Service Plan Update, including the Major Improvement Area Assessment Roll, the Neighborhood Improvement Area #1 Assessment Roll and the Neighborhood Improvement Area #2 Assessment Roll; and

WHEREAS, development within Neighborhood Improvement Area #3 (as defined in the Preliminary 2022 Amended and Restated Service and Assessment Plan), consisting of approximately 182.6166 acres, has commenced, and the Commissioners Court and County staff have, therefore, been presented a "La Cima Public Improvement District Preliminary 2022 Amended and Restated Service and Assessment Plan", including the proposed Neighborhood Improvement Area #3 Assessment Roll, attached thereto (the "Proposed Neighborhood Improvement Area #3 Assessment Roll"), a copy of which is attached hereto as **Exhibit A** and is incorporated herein for all purposes (the "Preliminary 2022 Amended and Restated Service and Assessment Plan"); and

WHEREAS, the Preliminary 2022 Amended and Restated Service and Assessment Plan sets forth the total costs of certain Authorized Improvements conferring a special benefit on the property in Neighborhood Improvement Area #3 of the District (the "Neighborhood Improvement Area #3 Improvements") to be financed through the District, and the Proposed Neighborhood Improvement Area #3 Assessment Roll states the assessments proposed to be levied against property within Neighborhood Improvement Area #3 of the District, as determined by the method of assessment chosen by the County;

WHEREAS, the Preliminary 2022 Amended and Restated Service and Assessment Plan, when accepted and approved by the Commissioners Court, will serve as the Annual Service Plan Update for 2022; and

WHEREAS, the PID Act requires that the Proposed Neighborhood Improvement Area #3 Assessment Roll be filed with the County Clerk of the County (the "County Clerk") and be subject to public inspection; and

WHEREAS, the PID Act requires that a public hearing (the "Assessment Hearing") be called to consider proposed assessments and requires the Commissioners Court to hear and pass on any objections to the proposed assessments at, or on the adjournment of, the Assessment Hearing; and

WHEREAS, the PID Act requires that notice of the Assessment Hearing be mailed to property owners liable for assessment and published in a newspaper of general circulation in the County and the extraterritorial jurisdiction of the City of San Marcos, Texas, including in the part of the County in which the La Cima Public Improvement District is located or which the improvements are undertaken, before the tenth (10th) day before the date of the Assessment Hearing.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSIONERS COURT OF HAYS COUNTY, TEXAS:

SECTION 1. The recitals set forth above in this Resolution are true and correct and are hereby adopted as findings of the Commissioners Court and are incorporated into the body of this Resolution as if fully set forth herein.

SECTION 2. The Commissioners Court does hereby accept the Preliminary 2022 Amended and Restated Service and Assessment Plan, including the updated Major Improvement Area Assessment Roll, Improvement Area #1 Assessment Roll and Improvement Area #2 Assessment Roll and the Proposed Neighborhood Improvement Area #3 Assessment Roll. All capitalized terms not otherwise defined herein shall have the meanings given to such terms in the Preliminary 2022 Amended and Restated Service and Assessment Plan.

SECTION 3. The Commissioners Court hereby determines that the total costs of the Neighborhood Improvement Area #3 Improvements to be financed through the District are as set forth in Exhibit A of the Preliminary 2022 Amended and Restated Service and Assessment Plan.

SECTION 4. The Commissioners Court's final determination and approval of the costs of the Neighborhood Improvement Area #3 Improvements, or any portion thereof, shall be subject to and contingent upon Commissioners Court approval of a final 2022 Amended and Restated Service and Assessment Plan which will include the final Neighborhood Improvement Area #3 Assessment Roll, after the properly noticed and held Assessment Hearing.

SECTION 5. The Proposed Neighborhood Improvement Area #3 Assessment Roll states the assessment proposed to be levied against each parcel of land in Neighborhood Improvement Area #3 of the District that benefits from the Neighborhood Improvement Area #3 Improvements, as determined by the method of assessment chosen by the Commissioners Court in the Authorization Resolution and as more fully described in the Preliminary 2022 Amended and Restated Service and Assessment Plan.

SECTION 6. The Commissioners Court hereby authorizes and directs the filing of the Proposed Neighborhood Improvement Area #3 Assessment Roll with the Hays County Tax Assessor-Collector (the "Tax Assessor-Collector") and the same shall be available for public inspection.

SECTION 7. The Commissioners Court hereby authorizes, and calls, a public hearing (the Assessment Hearing as defined above) to be held on **September 13, 2022 at 10:00 am** at the Hays County Courthouse, Room 301, 111 E. San Antonio Street, San Marcos, Texas, 78666, at which the Commissioners Court shall, among other actions, hear and pass on any objections to the proposed assessments; and, upon the adjournment of the Assessment Hearing, the Commissioners Court will consider an order levying the assessments as special assessments on property located within Neighborhood Improvement Area #3 of the District that benefits from the Neighborhood Improvement Area #3 Improvements (which order shall specify the method of payment of the assessments).

SECTION 8. The Commissioners Court hereby authorizes and directs the Assistant General Counsel and staff of the Hays County Office of General Counsel to publish notice of the Assessment Hearing to be held on September 13, 2022 in substantially the form attached hereto as **Exhibit B** and incorporated herein for all purposes, in the *San Marcos Daily Record*, a

newspaper of general circulation in the County and the extraterritorial jurisdiction of the City of San Marcos, Texas, including the part of the County in which the District is located, on or before **September 2, 2022** as required by Section 372.016(b) of the PID Act.

SECTION 9. When the Proposed Neighborhood Improvement Area #3 Assessment Roll is filed with the Tax Assessor-Collector, the Commissioners Court hereby authorizes and directs the Assistant General Counsel and staff of the Hays County Office of General Counsel, on or before **September 2, 2022**, to mail to the owner(s) of property liable for assessment notice of the Assessment Hearing to be held on September 13, 2022, as required by Section 372.016(c) of the PID Act.

SECTION 10. County staff is authorized and directed to take such other actions as are required (including, but not limited to, notice of the public hearing as required by the Texas Open Meetings Act) to place the public hearing on the agenda for the September 13, 2022 meeting of the Commissioners Court.

SECTION 11. This Resolution shall become effective from and after its date of passage in accordance with law.

[*Signature page follows*]

DULY PASSED AND APPROVED BY THE COMMISSIONERS COURT ON THIS 30TH DAY OF AUGUST, 2022.

HAYS COUNTY, TEXAS

RUBEN BECERRA, County Judge of Hays County, Texas

(COUNTY SEAL)

ATTEST:

ELAINE H. CÁRDENAS, County Clerk and
Ex-Officio Clerk of the Commissioners Court
of Hays County Texas

EXHIBIT A

Preliminary 2022 Amended and Restated Service and Assessment Plan

LA CIMA PUBLIC IMPROVEMENT DISTRICT

PRELIMINARY 2022 AMENDED AND RESTATED SERVICE AND ASSESSMENT PLAN

AUGUST 30, 2022

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INTRODUCTION

Capitalized terms used in this 2022 Amended and Restated Service and Assessment Plan shall have the meanings given to them in **Section I** unless otherwise defined in this 2022 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 2022 Amended and Restated Service and Assessment Plan or an Exhibit attached to and made a part of this 2022 Amended and Restated Service and Assessment Plan for all purposes.

The La Cima Public Improvement District was created pursuant to Chapter 372, Texas Local Government Code and a resolution adopted by the Commissioners Court on September 23, 2014 (the "Creation Resolution") to finance certain Authorized Improvements for the benefit of the property within the District. Pursuant to the Creation Resolution, the total indebtedness over the term of the District was anticipated to be approximately $80,000,000.

On July 21, 2015, the County Commissioners Court approved the Original Service and Assessment Plan, which, among other things, provided the manner of assessing the property in the District for the estimated costs of Authorized Improvements based on the benefit provided to the Assessed Parcels and levied Special Assessments to finance the Major Improvements to be constructed for the benefit of all Assessed Parcels within the District. In addition to the costs of the Major Improvements, the Original Service and Assessment Plan also set forth a prospective financial analysis relating to the Future Neighborhood Improvement Areas, including the estimated costs of certain Future Neighborhood Improvements for the benefit of the Future Neighborhood Improvement Areas, the indebtedness projected to be incurred for such Future Neighborhood Improvements, and an analysis of benefit to be received by the Future Neighborhood Improvement Areas.

Pursuant to the Act, a service and assessment plan must be reviewed and updated at least annually. The Commissioners Court adopted an order accepting and approving Annual Service Plan Updates for 2016 and 2017 and updating the Assessment Rolls for 2016 and 2017.

The Neighborhood Improvement Area #1 Service and Assessment Plan was approved by the County Commissioners Court on March 20, 2018, for the following purposes: i) adding Neighborhood Improvement Area #1, ii) identifying the budgets for Authorized Improvements benefiting Neighborhood Improvement Area #1, iii) levying Special Assessments on Assessed Parcels within Neighborhood Improvement Area #1, and iv) adding the Neighborhood Improvement Area #1 Assessment Roll.

On August 6, 2019, the City Council approved the 2019 Service and Assessment Plan Update. The 2019 Service and Assessment Plan Update also updated the Assessment Rolls for 2019.

The Neighborhood Improvement Area #2 Service and Assessment Plan was approved by the County Commissioners Court on February 25, 2020 for the following purposes: i) adding Neighborhood Improvement Area #2, ii) identifying the budgets for Authorized Improvements benefiting Neighborhood Improvement Area #2, iii) levying Special Assessments on Assessed Parcels within Neighborhood Improvement Area #2, and iv) adding the Neighborhood Improvement Area #2 Assessment Roll.

The 2020 Amended and Restated Service and Assessment Plan was approved by the County Commissioners Court on October 10, 2020 for the following purposes: i) amending and restating the Original Service and Assessment Plan, as updated, amended and supplemented from time to time, in its entirety, ii) amending and restating the Neighborhood Improvement Area #1 Service and Assessment Plan, as updated, amended and supplemented from time to time, in its entirety, iii) amending and restating the Neighborhood Improvement Area #2 Service and Assessment Plan, as updated, amended and supplemented from time to time, in its entirety, iv) reflecting the issuance of the Neighborhood Improvement Area #1-2 Bonds, and v) updating the Assessment Rolls for the District.

On July 27, 2021, the County Commissioners Court approved the 2021 Service and Assessment Plan Update. The 2021 Service and Assessment Plan Update also updated the Assessment Rolls for 2021.

On [_____], 2022, the County received a Prepayment that paid in full all Major Improvement Area Assessments levied against Parcels within Neighborhood Improvement Area #3.

This 2022 Amended and Restated Service and Assessment Plan does the following: i) amends and restates the 2020 Amended and Restated Service and Assessment Plan, as updated, amended and supplemented from time to time, in its entirety, ii) identifies the budget for the Neighborhood Improvement Area #3 Improvements, iii) identifies the Neighborhood Improvement Area #3 Special Assessments to be levied on Neighborhood Improvement Area #3 Assessed Property, iv) updates the Assessment Rolls for the District and v) serves as the 2022 Annual Service Plan Update.

The Act requires a service plan (the "Service Plan") to (i) cover a period of at least five years, (ii) define the annual indebtedness and projected cost of the Authorized Improvements and (iii) include a copy of the notice form required by Section 5.014 of the Texas Property Code, as amended. The Service Plan is contained in **Section IV** and the notice form is attached as **Appendix A**.

The Act requires that the Service Plan include an assessment plan that assesses the Actual Costs of the Authorized Improvements against Assessed Parcels within the District based on the special benefits conferred on such property by the Authorized Improvements. The Assessment Plan is contained in **Section V**.

The Act requires an Assessment Roll that states the Special Assessment against each Parcel determined by the method chosen by the County. The Special Assessment against each Assessed Parcel must be sufficient to pay the share of the Actual Costs apportioned to the Assessed Parcel and cannot exceed the special benefit conferred on the Assessed Parcel by the Authorized Improvements. The Major Improvement Area Assessment Roll is contained in **Exhibit F.** The Neighborhood Improvement Area #1 Assessment Roll is contained in **Exhibit G** The Neighborhood Improvement Area #2 Assessment Roll is contained in **Exhibit H**. The Neighborhood Improvement Area #3 Assessment Roll is contained in **Exhibit I**.

SECTION I: DEFINITIONS

"2020 Amended and Restated Service and Assessment Plan" means the 2020 Amended and Restated Service and Assessment Plan which (1) amended and restated the Original Service and Assessment Plan, as updated amended and supplemented from time to time, in its entirety, ii) amended and restated the Neighborhood Improvement Area #1 Service and Assessment Plan, as updated amended and supplemented from time to time, in its entirety, iii) amended and restated the Neighborhood Improvement Area #2 Service and Assessment Plan, as updated amended and supplemented from time to time, in its entirety, iv) reflected the issuance of the Neighborhood Improvement Area #1-2 Bonds, and v) updated the Assessment Rolls for the District.

"2022 Amended and Restated Service and Assessment Plan" means this 2022 Amended and Restated Service and Assessment Plan which (1) amends and restates the 2020 Amended and Restated Service and Assessment Plan, as updated amended and supplemented from time to time, in its entirety, ii) identifies the budget for the Neighborhood Improvement Area #3 Improvements, iii) identifies the Neighborhood Improvement Area #3 Special Assessments to be levied on Neighborhood Improvement Area #3 Assessed Property, iv) updates the Assessment Rolls for the District.

"Act" means Chapter 372, as amended, Texas Local Government Code.

"Actual Cost(s)" means, with respect to an Authorized Improvement, the Master Developer's demonstrated, reasonable, allocable, and allowable costs of constructing such Authorized Improvement, as specified in a payment request in a form that has been reviewed and approved by the County and in an amount not to exceed the amount for each Authorized Improvement as set forth in this 2022 Amended and Restated Service and Assessment Plan (subject to cost overruns in Section 5.01(e) of the PID Financing Agreement). Actual Cost may include (a) the costs incurred by or on behalf of the Master Developer (either directly or through affiliates) for the design, planning, financing, administration/management, acquisition, installation, construction and/or implementation of such Authorized Improvement, (b) the costs incurred by or on behalf of the Master Developer in preparing the plans for such Authorized Improvement, (c) the fees paid for obtaining permits, licenses or other governmental approvals for such Authorized Improvement, (d) a construction management fee of 4.0% of the costs incurred by or on behalf of the Master Developer for the construction of such Authorized Improvement if the Master Developer is serving as the construction manager, (e) the costs incurred by or on behalf of the Master Developer for external professional costs, such as engineering, geotechnical, surveying, land planning, architectural landscapers, appraisals, legal, and similar professional services related to the Authorized Improvements (f) all labor, bonds and materials, including equipment and fixtures, by contractors, builders and materialmen in connection with the acquisition,

construction or implementation of the Authorized Improvements, (g) all related permitting, zoning and public approval expenses, architectural, engineering, and consulting fees.

"Additional Interest" means the amount collected by application of the Additional Interest Rate.

"Additional Interest Rate" means an interest rate on Special Assessments not to exceed 0.50% pursuant to Section 372.018 of the Act and the applicable Indenture. The Additional Interest Rate is not charged on Assessments securing the Neighborhood Improvement Area #3 Reimbursement Obligation.

"Additional Neighborhood Improvement Area PID Bonds" means, with respect to a Neighborhood Improvement Area, additional Neighborhood Improvement PID Bonds that may be issued periodically in the future subsequent to the issuance of Neighborhood Improvement PID Bonds.

"Administrative Expenses" means the actual or budgeted costs and expenses for: (1) the Administrator and County staff; (2) legal counsel, engineers, accountants, financial advisors, and other consultants engaged by the County; (3) calculating, collecting, and maintaining records with respect to Special 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 Special Assessments and Annual Installments; (7) complying with this 2022 Amended and Restated Service and Assessment Plan and the Act with respect to the administration of a reimbursement agreement and the issuance and sale of PID Bonds, if issued, including continuing disclosure requirements; and (8) the paying agent/registrar and Trustee in connection with PID Bonds, if issued, 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.

"Administrator" means the County or a third-party designated by the County to perform the duties and obligations of the "Administrator" in this 2022 Amended and Restated Service and Assessment Plan. If no Administrator is appointed by the County, the County shall serve as the Administrator.

"Annual Installment" means the annual installment payment of a Special Assessment as calculated by the Administrator and approved by the County Commissioners Court, that includes: (1) principal; (2) interest; (3) Administrative Expenses; and (4) Additional Interest, if any.

"Annual Service Plan Update" means an update to this 2022 Amended and Restated Service and Assessment Plan prepared no less frequently than annually by the Administrator and approved by the County Commissioners Court.

"Assessed Parcels" mean any Parcel within the District against which a Special Assessment is levied.

"Assessment Order" means any assessment order adopted by the County Commissioners Court in accordance with the Act that levied Special Assessments within the District.

"Assessment Plan" assesses the Actual Costs of the Authorized Improvements against the Assessed Parcels based on the special benefits conferred on the Assessed Parcels by the Authorized Improvements, more specifically described in **Section V**.

"Assessment Roll(s)" means any assessment roll for Assessed Parcels within the District.

"Authorized Improvements" mean improvements authorized by Section 372.003 of the Act as more specifically described in **Section III**.

"Bond Issuance Costs" mean 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, direct County 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 San Marcos, Texas.

"County" means Hays County, Texas.

"County Commissioners Court" means the duly elected governing body of the County.

"Delinquent Collection Costs" mean, for any Assessed Parcel, interest, penalties, and other costs and expenses authorized by the Act that directly or indirectly relate to the collection of delinquent Assessments, delinquent Annual Installments, or any other delinquent amounts due under this 2022 Amended and Restated Service and Assessment Plan, including costs and expenses to foreclose liens.

"Development Agreement" means the Seventh Amended and Restated Development Agreement dated May 17, 2022 among the City, the Original Landowner, affiliates of the Master Developer, and the County relating to the District, as amended.

"District" means approximately 2,044.025 acres located within the City and extra-territorial jurisdiction of the City, as shown on **Exhibit R** and as more specifically described on **Exhibit S.**

"Estimated Buildout Value" means the estimated buildout value of an Assessed Parcel assuming construction of vertical improvements (homes, commercial buildings, etc.), and, in the case of Lots within the same Lot Type, based on an average estimated buildout value of such Lots within such Lot Type, and shall be determined by the Administrator and confirmed by the County Commissioners Court 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.

"First Year Administrative Expenses" means the estimated cost of the first year administrative expenses.

"Future Neighborhood Improvement Area" means a Neighborhood Improvement Area that has not yet had a Special Assessment levied to fund Future Neighborhood Improvements that only benefit the Neighborhood Improvement Area.

"Future Neighborhood Improvements" means Authorized improvements that only provide a special benefit to a specific Future Neighborhood Improvement Area.

"Indenture" means an Indenture or Indentures of Trust entered into in connection with the issuance of one or more series of PID Bonds, as amended from time to time, between the County and the Trustee setting forth terms and conditions related to the applicable series of PID Bonds.

"Lot" means (1) for any portion of the District for which a final subdivision plat has been recorded in the official public records of the County, a tract of land described by "lot" in such final and recorded subdivision plat, and (2) for any portion of the District for which a horizontal condominium regime has been created, a tract of land described by "unit" in the final declaration of condominium regime.

"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 by the County Commissioners Court. 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 County Commissioners Court.

"Lot Type 1" means a Lot within Phase 1 - Section 1 which is anticipated to have an average Estimated Buildout Value of approximately $290,000. The buyer disclosure for Lot Type 1 is attached in **Appendix A**.

"Lot Type 2" means a Lot within Phase 1 - Section 1 which is anticipated to have an average Estimated Buildout Value of approximately $355,000. The buyer disclosure for Lot Type 2 is attached in **Appendix A.**

"Lot Type 3" means a Lot within Phase 1 - Section 2 which is anticipated to have an average Estimated Buildout Value of approximately $415,000. The buyer disclosure for Lot Type 3 is attached in **Appendix A**.

"Lot Type 4" means a Lot within Phase 1 - Section 2 which is anticipated to have an average Estimated Buildout Value of approximately $475,000. The buyer disclosure for Lot Type 4 is attached in **Appendix A**.

"Lot Type 5" means a Lot within Neighborhood Improvement Area #2 which is anticipated to have an average Estimated Buildout Value of approximately $316,891. The buyer disclosure for Lot Type 5 is attached in **Appendix A**.

"Lot Type 6" means a Lot within Neighborhood Improvement Area #2 which is anticipated to have an average Estimated Buildout Value of approximately $387,918. The buyer disclosure for Lot Type 6 is attached in **Appendix A**.

"Lot Type 7" means a Lot within Neighborhood Improvement Area #2 which is anticipated to have an average Estimated Buildout Value of approximately $453,482. The buyer disclosure for Lot Type 7 is attached in **Appendix A**.

"Lot Type 8" means a Lot within Phase 5 which is anticipated to have an average Estimated Buildout Value of approximately $400,000. The buyer disclosure for Lot Type 8 is attached in **Appendix A**.

"Lot Type 9" means a Lot within Phase 5 which is anticipated to have an average Estimated Buildout Value of approximately $450,000. The buyer disclosure for Lot Type 9 is attached in **Appendix A**.

"Lot Type 10" means a Lot within Phase 3 which is anticipated to have an average Estimated Buildout Value of approximately $500,000. The buyer disclosure for Lot Type 10 is attached in **Appendix A**.

"Lot Type 11" means a Lot within Phase 3 which is anticipated to have an average Estimated Buildout Value of approximately $600,000. The buyer disclosure for Lot Type 11 is attached in **Appendix A**.

"Lot Type 12" means a Lot within Phase 4 which is anticipated to have an average Estimated Buildout Value of approximately $700,000. The buyer disclosure for Lot Type 12 is attached in **Appendix A**.

"Lot Type 13" means a Lot within Phase 4 which is anticipated to have an average Estimated Buildout Value of approximately $800,000. The buyer disclosure for Lot Type 13 is attached in **Appendix A**.

"Major Improvement Area" means all of the property within the District as shown on **Exhibit R** and as more specifically described on **Exhibit S**.

"Major Improvement Area Annual Installment" means the annual installment payment of a Major Improvement Area Assessment as calculated by the Administrator and approved by the

County Commissioners Court, that includes: (1) principal; (2) interest; (3) Administrative Expenses; and (4) Additional Interest.

"Major Improvement Area Assessed Parcels" mean any and all Parcels within the Major Improvement Area, against which a Major Improvement Area Assessment has been levied.

"Major Improvement Area Assessment Order" means the Order adopted by the County Commissioners Court on July 21, 2015 in accordance with the Act which levied the Major Improvement Area Assessments on the District.

"Major Improvement Area Assessment Roll" means the Assessment Roll for the Major Improvement Area Assessed Parcels, as updated, modified or amended from time to time in accordance with the procedures set forth herein and in the Act, including updates prepared in connection with the issuance of PID Bonds or in connection with any Annual Service Plan Update. The Major Improvement Area Assessment Roll is included in this 2022 Amended and Restated Service and Assessment Plan on **Exhibit F**, and the projected Major Improvement Area Annual Installments are shown on **Exhibit J.**

"Major Improvement Area Bonds" mean those bonds entitled "Hays County, Texas Special Assessment Revenue Bonds, Series 2015 (La Cima Public Improvement District Major Public Improvement Project)" that are secured by Major Improvement Area Assessments.

"Major Improvement Area Assessments" mean Special Assessments levied by the Major Improvement Area Assessment Order to fund Major Improvements.

"Major Improvements" mean the Authorized Improvements which provide a special benefit to the entire District and are generally described in **Section III.A** hereto and generally depicted on **Exhibit Q-1**.

"Master Developer" means La Cima San Marcos, LLC, as successor in interest to the Original Landowner, or its successors or assignees.

"Maximum Special Assessment" means, for a given Lot Type the amount shown on **Exhibit N**. The Maximum Special Assessment for Lots within a particular Neighborhood Improvement Area shall be determined upon the issuance of PID Bonds secured by the Special Assessments relating to the Neighborhood Improvement Area and upon filing a plat creating new Lots. **Exhibit N** shows the Maximum Special Assessment for Lots within Neighborhood Improvement Area #1 and Neighborhood Improvement Area #2 and the estimated Maximum Special Assessments for Lots within Neighborhood Improvement Area #3. The Maximum Special Assessments for Lots within Neighborhood Area #3 will be determined and updated in an Annual Service Plan Update upon the issuance of PID Bonds secured by the Neighborhood Improvement Area #3 Assessments and upon filing a plat creating new Lots with Neighborhood Improvement Area #3.

"Neighborhood Improvement Area(s)" means one or more residential Parcels that are anticipated to be developed in the District at such locations and at such times as determined by the Master Developer, subject to the terms of the Development Agreement. The Assessed Parcels within a Neighborhood Improvement Area will be assessed in connection with Authorized Improvements that specially benefit the Assessed Parcels within said Neighborhood Improvement Area, but any Parcels outside of the Neighborhood Improvement Area will not be assessed. Parcels designated as Non-Benefited Property will not be assessed in connection with Authorized Improvements within the District.

"Neighborhood Improvement Area #1" means the first Neighborhood Improvement Area to be developed within the District, as shown on **Exhibit U**, comprised of Phase 1 - Section 1 and Phase 1 - Section 2.

"Neighborhood Improvement Area #1 Annual Installment" means the annual installment payment of a Neighborhood Improvement Area #1 Special Assessment as calculated by the Administrator and approved by the County Commissioners Court, that includes: (1) principal; (2) interest; (3) Administrative Expenses; and (4) Additional Interest.

"Neighborhood Improvement Area #1 Assessed Parcel(s)" means all Parcels within Neighborhood Improvement Area #1 other than Non-Benefited Property and Owner Association Property.

"Neighborhood Improvement Area #1 Assessment Roll" means the assessment roll included in this 2022 Amended and Restated Service and Assessment Plan as **Exhibit G**, 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 relating to the issuance of PID Bonds or in connection with any Annual Service Plan Update.

"Neighborhood Improvement Area #1 Assessments" means the Special Assessments shown on the Neighborhood Improvement Area #1 Assessment Roll that are levied on Neighborhood Improvement Area #1 Assessed Parcels to fund Neighborhood Improvement Area #1 Improvements.

"Neighborhood Improvement Area #1 Improvements" means Authorized Improvements which only benefit Neighborhood Improvement Area #1 Assessed Parcels, specifically, the Phase 1 - Section 1 Improvements and the Phase 1 - Section 2 Improvements and are described in **Section III** and depicted on **Exhibit Q-2** and **Exhibit Q-3**.

"Neighborhood Improvement Area #1 Service and Assessment Plan" means the Neighborhood Improvement Area #1 Service and Assessment Plan Update approved by the Commissioners Court on March 20, 2018 for the purposes of i) adding Neighborhood Improvement Area #1, ii)

identifying the budgets for Authorized Improvements in Neighborhood Improvement Area #1, iii) levying Special Assessments on Assessed Parcels within Neighborhood Improvement Area #1, and iv) adding the Neighborhood Improvement Area #1 Assessment Roll, as updated supplemented, or amended from time to time.

"Neighborhood Improvement Area #1-2 Bonds" means those bonds entitled "Hays County, Texas Special Assessment Revenue Bonds, Series 2020 (La Cima Public Improvement District Neighborhood Improvement Areas #1-2 Project)" that are secured by Neighborhood Improvement Area #1 Assessments and Neighborhood Improvement Area #2 Assessments.

"Neighborhood Improvement Area #2" means the second Neighborhood Improvement Area to be developed within the District, which is expected to contain 248 single family residential units on approximately 94.504 acres, as described by metes and bounds on **Exhibit W**, and as depicted on **Exhibit V**.

"Neighborhood Improvement Area #2 Annual Installment" means the annual installment payment of a Neighborhood Improvement Area #2 Special Assessment as calculated by the Administrator and approved by the County Commissioners Court, that includes: (1) principal; (2) interest; (3) Administrative Expenses; and (4) Additional Interest.

"Neighborhood Improvement Area #2 Assessed Parcel(s)" means all Parcels within Neighborhood Improvement Area #2 other than Non-Benefited Property and Owner Association Property.

"Neighborhood Improvement Area #2 Assessment Roll" means the assessment roll shown on **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 relating to the issuance of PID Bonds or in connection with any Annual Service Plan Update.

"Neighborhood Improvement Area #2 Assessments" means the Special Assessments shown on the Neighborhood Improvement Area #2 Assessment Roll that are levied on Neighborhood Improvement Area #2 Assessed Parcels to fund Neighborhood Improvement Area #2 Improvements.

"Neighborhood Improvement Area #2 Improvements" means Authorized Improvements that only benefit Neighborhood Improvement Area #2 Assessed Parcels, which are described in **Section III** and depicted on **Exhibit Q-4.**

"Neighborhood Improvement Area #2 Owner" means LCSM Ph. 2, LLC, a Texas limited liability company wholly owned by the Master Developer as its sole member.

"Neighborhood Improvement Area #2 Service and Assessment Plan" means the Neighborhood Improvement Area #2 Service and Assessment Plan Update approved by the Commissioners Court on February 25, 2020 for the purposes of i) adding Neighborhood Improvement Area #2, ii) identifying the budgets for Authorized Improvements in Neighborhood Improvement Area #2, iii) levying Special Assessments on Assessed Parcels within Neighborhood Improvement Area #2, and iv) adding the Neighborhood Improvement Area #2 Assessment Roll, as updated supplemented, or amended from time to time.

"Neighborhood Improvement Area #3" means, collectively, Phase 3, Phase 4 and Phase 5, which collectively is expected to contain 523 single family residential units on approximately 182.6166 acres, as described in **Exhibit Y**, and as depicted on **Exhibit X**.

"Neighborhood Improvement Area #3 Annual Installment" means the annual installment payment of the Neighborhood Improvement Area #3 Assessments as calculated by the Administrator and approved by the County Commissioners Court, that includes: (1) principal; (2) interest; and (3) Administrative Expenses.

"Neighborhood Improvement Area #3 Assessed Parcel(s)" means, collectively, the Phase 3 Assessed Parcels(s), the Phase 4 Assessed Parcel(s) and the Phase 5 Assessed Parcel(s).

"Neighborhood Improvement Area #3 Assessment Roll" means the Assessment Roll shown on **Exhibit I**, 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 relating to the issuance of PID Bonds or in connection with any Annual Service Plan Update.

"Neighborhood Improvement Area #3 Assessments" means the Special Assessments that are levied on Neighborhood Improvement Area #3 Assessed Parcel(s) to fund Neighborhood Improvement Area #3 Improvements.

"Neighborhood Improvement Area #3 Bonds" means the "Hays County, Texas Special Assessment Revenue Bonds, Series 2022 (La Cima Public Improvement District Neighborhood Improvement Area #3 Project)" anticipated to be issued by the County to refinance the Neighborhood Improvement Area #3 Reimbursement Obligations.

"Neighborhood Improvement Area #3 Authorized Improvements" means, the Neighborhood Improvement Area #3 Improvements and the estimated Bond Issuance Costs related to the Neighborhood Improvement Area #3 Bonds, if issued.

"Neighborhood Improvement Area #3 Improvements" means collectively, the Phase 3 Improvements, Phase 4 Improvements and Phase 5 Improvements.

"Neighborhood Improvement Area #3 Owners" means, collectively, the Phase 3 Owner, Phase 4 Owner and Phase 5 Owner.

"Neighborhood Improvement Area #3 Reimbursement Agreement" means, collectively, the Phase 3 Reimbursement Agreement, Phase 4 Reimbursement Agreement and Phase 5 Reimbursement Agreement.

"Neighborhood Improvement Area #3 Reimbursement Obligations" means, collectively, the Phase 3 Reimbursement Obligation, the Phase 4 Reimbursement Obligation and the Phase 5 Reimbursement Obligation.

"Neighborhood Improvement PID Bonds" means PID Bonds that may be issued periodically in the future as individual Neighborhood Improvement Areas are developed and require financing of internal infrastructure improvements that benefit such Neighborhood Improvement Area.

"Non-Benefited Property" means Parcels that receive no special benefit from the Authorized Improvements as determined by the County Commissioners Court.

"Original Landowner" means Lazy Oaks Ranch, LP, a Texas limited Partnership.

"Original Service and Assessment Plan" means the Original Service and Assessment Plan approved by the Commissioners Court on July 21, 2015.

"Owners" means collectively the Original Landowner, Phase 1 - Section 1 Owner, Phase 1 – Section 2 Owner, Neighborhood Improvement Area #2 Owner and Neighborhood Improvement Area #3 Owners.

"Owner Association Property" means property within the boundaries of the District that is owned by or irrevocably offered for dedication to, whether in fee simple or through an easement, an Owners' Association established or to be established for the benefit of a group of homeowners or property owners within the District.

"Owners' Association" means the association(s) established for the benefit of property owners within the District.

"Parcel" or **"Parcels"** mean a specific property within the District identified by either a tax map identification number assigned by the Hays Central Appraisal District for real property tax purpose, 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 County.

"Phase 1 - Section 1" means the area contained in Neighborhood Improvement Area #1 that contains 130 single family residential units on 67.926 acres, as shown in **Exhibit U-2**, and as described by metes and bounds on **Exhibit U-1**.

"Phase 1 - Section 1 Assessed Parcels" means all Parcels within Phase 1 - Section 1 other than Non-Benefited Property and Owner Association Property.

"Phase 1 - Section 1 Improvements" means Authorized Improvements which only benefit Phase 1 - Section 1 Assessed Parcels and are generally described in **Section III** and generally shown on **Exhibit Q-2.**

"Phase 1 - Section 1 Owner" means LCSM Ph. 1-1, LLC, a Texas limited liability company wholly owned by the Master Developer as its sole member.

Phase 1 - Section 2" means the area contained in Neighborhood Improvement Area #1 containing 101 single family residential units on 58.636 acres, as shown in **Exhibit U-4**, and as described by metes and bounds on **Exhibit U-3**.

"Phase 1 - Section 2 Assessed Parcels" means all Parcels within Phase 1 - Section 2 other than Non-Benefited Property and Owner Association Property.

"Phase 1 - Section 2 Improvements" means Authorized Improvements which only benefit Phase 1 - Section 2 Assessed Parcels and are generally described in **Section III** and generally shown on **Exhibit Q-3**.

"Phase 1 - Section 2 Owner" means LCSM Ph. 1-2, LLC, a Texas limited liability company wholly owned by Master Developer as its sole member.

"Phase 3" means a portion of Neighborhood Improvement Area #3, which is expected to contain 247 single family residential units on approximately 74.24 acres, as described by metes and bounds on **Exhibit U-5**, and as depicted on **Exhibit U-6**.

"Phase 3 Assessed Parcel(s)" means all Parcels within Phase 3 other than Non-Benefited Property and Owner Association Property.

"Phase 3 Improvements" means Authorized Improvements that benefit Phase 3 Assessed Parcels, which are generally described in **Section III** and generally depicted on **Exhibit Q-5.**

"Phase 3 Owner" means LCSM Ph. 3, LLC, a Texas limited liability company wholly owned by the Master Developer as its sole member.

"Phase 3 Reimbursement Agreement" means that certain "La Cima Public Improvement District Reimbursement Agreement Neighborhood Improvement Area #3 – Phase 3" effective ____, ____, entered into by and between the County and the Phase 3 Owner, whereby all or a portion of the Actual Costs of the Phase 3 Improvements not paid to the Phase 3 Owner from PID Bonds, if issued, will be paid to the Phase 3 Owner from Neighborhood Improvement Area #3 Assessments to reimburse the Phase 3 Owner for Actual Costs of the Phase 3 Improvements paid by the Phase 3 Owner, plus interest, that are eligible to be paid with Neighborhood Improvement Area #3 Assessments.

"Phase 3 Reimbursement Obligations" means an amount not to exceed $11,605,205 payable from Neighborhood Improvement Area #3 Assessments allocable to Phase 3 to be paid to the Phase 3 Owner pursuant to the Phase 3 Reimbursement Agreement.

"Phase 4" means a portion of Neighborhood Improvement Area #3, which is expected to contain 110 single family residential units on approximately 66.933 acres, as described by metes and bounds on **Exhibit U-7**, and as depicted on **Exhibit U-8**.

"Phase 4 Assessed Parcel(s)" means all Parcels within Phase 4 other than Non-Benefited Property and Owner Association Property.

"Phase 4 Improvements" means Authorized Improvements that only benefit Phase 4 Assessed Parcels, which are generally described in **Section III** and generally depicted on **Exhibit Q-6.**

"Phase 4 Owner" means LCSM Ph. 4, LLC, a Texas limited liability company wholly owned by the Master Developer as its sole member.

"Phase 4 Reimbursement Agreement" means that certain "La Cima Public Improvement District Reimbursement Agreement Neighborhood Improvement Area #3 – Phase 4" effective ____, ____, entered into by and between the County and the Phase 4 Owner, whereby all or a portion of the Actual Costs of the Phase 4 Improvements not paid to the Phase 4 Owner from PID Bonds, if issued, will be paid to the Phase 4 Owner from Neighborhood Improvement Area #3 Assessments to reimburse the Phase 4 Owner for Actual Costs of the Phase 4 Improvements paid by the Phase 4 Owner, plus interest, that are eligible to be paid with Neighborhood Improvement Area #3 Assessments.

"Phase 4 Reimbursement Obligations" means an amount not to exceed $7,340,845 payable from Neighborhood Improvement Area #3 Assessments allocable to Phase 4 to be paid to the Phase 4 Owner pursuant to the Phase 4 Reimbursement Agreement.

"Phase 5" means a portion of Neighborhood Improvement Area #3, which is expected to contain 166 single family residential units on approximately 41.4436 acres, as described by metes and bounds on **Exhibit U-9**, and as depicted on **Exhibit U-10**.

"Phase 5 Assessed Parcel(s)" means all Parcels within Phase 5 other than Non-Benefited Property and Owner Association Property.

"Phase 5 Improvements" means Authorized Improvements that only benefit Phase 5 Assessed Parcels, which are generally described in **Section III** and generally depicted on **Exhibit Q-7.**

"Phase 5 Owner" means LCSM Ph. 4, LLC, a Texas limited liability company wholly owned by the Master Developer as its sole member.

"Phase 5 Reimbursement Agreement" means that certain "La Cima Public Improvement District Reimbursement Agreement Neighborhood Improvement Area #3 – Phase 5" effective ____, ____, entered into by and between the County and the Phase 5 Owner, whereby all or a portion of the Actual Costs of the Phase 5 Improvements not paid to the Phase 5 Owner from PID Bonds, if issued, will be paid to the Phase 5 Owner from Neighborhood Improvement Area #3 Assessments to reimburse the Owner for Actual Costs of the Phase 5 Improvements paid by the Phase 5 Owner, plus interest, that are eligible to be paid with Neighborhood Improvement Area #3 Assessments.

"Phase 5 Reimbursement Obligations" means an amount not to exceed $6,576,950 payable from Neighborhood Improvement Area #3 Assessments allocable to Phase 5 to be paid to the Phase 5 Owner pursuant to the Phase 5 Reimbursement Agreement.

"Phase 7W" means a portion of the District, totaling approximately 329.964 acres, as described by metes and bounds on **Exhibit U-11**, and as depicted on **Exhibit U-12**.

"Phase 7W Improvements" means improvements that only benefit Phase 7W. Pursuant to the PID Financing Agreement, no Special Assessments will be levied on parcels within Phase 7W via the District to construct, finance or acquire Phase 7W Improvements**.**

"PID Bonds" mean the bonds to be issued by the County, in one or more series, to finance the Authorized Improvements that confer a special benefit on the property 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 a pledge of the applicable Special Assessments pursuant to the authority granted in the Act, for the purposes of (1) financing the costs of Authorized Improvements and related costs, and (2) reimbursement for Actual Costs paid prior to the issuance of the PID Bonds.

"PID Financing Agreement" means the La Cima Public Improvement District Financing Agreement by and between the County and Master Developer, as the successor and assignee of Original Owner, dated July 21, 2015, as amended by that First Amendment dated May 12, 2020 and the Second Amendment dated August 30, 2022, as may be further amended from time to time.

"Prepayment" means the payment of all or a portion of a Special Assessment 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 Special Assessment are not to be considered a Prepayment, but rather are to be treated as the payment of the regularly scheduled Special Assessment. A table showing prepayments made within the District is included as **Exhibit BB**.

"Prepayment Costs" mean interest and Administrative Expenses to the date of Prepayment.

"Service Plan" means a plan that covers a period of five years and defines the annual projected costs and indebtedness for the Authorized Improvements undertaken within the District during the five year period.

"Special Assessment" means an assessment levied against a Parcel imposed pursuant to an Assessment Order and the provisions herein, as shown on any Assessment Roll, subject to reallocation upon the subdivision of such Parcel or reduction according to the provisions herein and in the Act.

"Trustee" means the trustee (or successor trustee) under an Indenture.

SECTION II: THE DISTRICT

The District includes approximately 2,044.025 contiguous acres initially located within the City's extraterritorial jurisdiction, as described on **Exhibit S** and depicted on **Exhibit R.** As Parcels are platted, such areas are annexed into the City in accordance with the provisions of the Development Agreement. Development of the District is anticipated to include up to 2,800 residential units (including up to 720 multi-family units) and up to 200 acres planned for mixed use development, and includes the associated rights-of- way, landscaping, and infrastructure necessary to provide roadways, drainage, and utilities to the District.

The Major Improvement Area consists of all property within the District as described on **Exhibit S** and depicted on **Exhibit R**.

Neighborhood Improvement Area #1 consists of approximately 126.562 acres containing 231 single family residential units, developed in two phases (Phase 1 - Section 1 and Phase 1 - Section 2), as depicted on **Exhibit T**. Legal descriptions for Phase 1 - Section 1 and Phase 1 - Section 2 are included in **Exhibit U-1 and Exhibit U-3**, respectively.

Neighborhood Improvement Area #2 consists of approximately 94.504 acres projected to consist of approximately 248 single family residential units, as depicted on **Exhibit V**. A legal description of Neighborhood Improvement Area #2 is included as **Exhibit W.**

Neighborhood Improvement Area #3 consists of Phase 3, Phase 4 and Phase 5, consisting of approximately 182.6166 acres projected to consist of approximately 523 single family residential units.

Phase 3 consists of approximately 74.24 acres projected to consist of approximately 247 single family residential units, as depicted on **Exhibit U-6**. A legal description of Phase 3 is included as **Exhibit U-5.**

Phase 4 consists of approximately 66.933 acres projected to consist of approximately 110 single family residential units, as depicted on **Exhibit U-8**. A legal description of Phase 4 is included as **Exhibit U-7.**

Phase 5 consists of approximately 41.4436 acres projected to consist of approximately 166 single family residential units, as depicted on **Exhibit U-10**. A legal description of Phase 5 is included as **Exhibit U-9.**

Future Neighborhood Improvement Areas are expected to be developed within the District. As these Future Neighborhood Improvement Areas are developed, the County Commissioners Court

will consider the levy of Special Assessments and the issuance of Neighborhood Improvement PID Bonds to finance the Actual Costs of the Neighborhood Improvement Area Improvements benefiting such Future Neighborhood Improvement Area. As Special Assessments are levied in the Future Neighborhood Improvement Areas, this 2022 Amended and Restated Service and Assessment Plan will be updated to include a description of Neighborhood Improvement Area Improvements and the updated Assessment Rolls. So long as the Major Improvement Area Assessments allocable to a given Neighborhood Improvement Area are outstanding, the issuance of Neighborhood Improvement PID Bonds are subject to the satisfaction of certain conditions precedent contained in the future Neighborhood Improvement PID Bonds test in the Indenture relating to the Major Improvement Area Bonds. Pursuant to the PID Financing Agreement, no Special Assessments will be levied on parcels within Phase 7W via the District to construct, finance or acquire Neighborhood Improvement Area Improvements, including the Phase 7W Improvements, and no Future Neighborhood Improvement PID Bonds may be issued to finance any Neighborhood Improvement Area Improvements benefitting Phase 7W.

SECTION III: AUTHORIZED IMPROVEMENTS

The County Commissioners Court, based on information provided by the Master Developer and its engineer and reviewed by County staff and by third-party consultants retained by the County, has determined that the improvements described below are Authorized Improvements authorized by the Act. The cost and allocation of the Authorized Improvements is summarized on **Exhibit A**.

A. Major Improvements

- *Water Improvements*

  These improvements include the required water improvements to serve all Parcels within the District with up to 3,000 Living Unit Equivalents ("LUEs"). These improvements consist of upgrading the City's existing water pumping facility located on the east side of RR 12 north of the San Marcos Academy entrance, installation of a 300,000-gallon elevated storage tank, construction of approximately 2,700 linear feet of 12" water main from the water pumping facility to the on-site elevated storage tank. From there distribution lines serve the development including approximately 6,650 linear feet of 16" water main coming south from the elevated storage tank to West Centerpoint Road and then south along West Centerpoint Road to Central Park Loop. Two 12" waterlines connect to this transmission main - one extending approximately 1,000 linear feet north along West Centerpoint Road to RR 12 and the other along Central Park Loop from West Centerpoint Road approximately 3,700 linear feet to Residential Parcel 7.

The initial water improvements include acquisition of approximately 2,000 linear feet of easements along RR 12 and through the San Marcos Academy for the water line extension and an additional approximately 0.5-acre easement for the water pump station facility located adjacent to the existing RR 12 water plant site. The map attached hereto as **Exhibit Q-1** depicts these proposed improvements.

- *Wastewater – Academy Lift Station*

  These improvements include improvements to the neighboring San Marcos Academy existing lift station to increase capacity, construction of a new on-site lift station, and installation of new wastewater gravity and force main piping. This system includes upgrades to pumps and the electrical system at the existing San Marcos Academy Lift Station, construction of a new on-site lift station near the southern boundary of Residential Parcel 2, installation of approximately 3,175 linear feet of 12" gravity wastewater piping, 4,000 linear feet of 8" and 12" service stubs to provide service to the adjoining development areas, and approximately 4,000 linear feet of 4" force main. The map attached hereto as **Exhibit Q-1** depicts these proposed improvements.

- *Wastewater – Franklin Improvements*

  To accommodate the additional flow through the Academy Lift Station and the new Phase 1 Lift Station, these improvements also include pump and electrical improvements at the Franklin Lift Station; upgrading approximately 1,400 feet of existing 8" gravity wastewater main in Craddick to 1O"; upgrading approximately 900 linear feet of existing 1O" gravity wastewater main in Craddick to 12"; and survey, design, permits and easements for upsizing of approximately 3,100 feet of existing 12" to 18" line at Purgatory Creek (the construction of which will be funded through an existing approved City Capital Improvement Project). The map attached hereto as **Exhibit Q-1** depicts these proposed improvements.

  The Phase 1 Lift Station, wastewater piping, and improvements to the Franklin Lift Station and upsizing to Craddick and Purgatory Creek force mains that are part of this system provide wastewater service to Residential Parcels 1 thru 4. Via the Academy Lift Station upgrades and the other improvements, this system will provide 725 LUE's of wastewater service to be allocated between those Parcels projected to serve the initial three to five years of the Project. This system will also hook into and be used as part of the full-build-out wastewater service described below to serve all Parcels within the Project.

- *Wastewater – Hunter Road*

  These improvements include survey, design and easements for proposed additional onsite and offsite wastewater facilities to provide up to 3,000 LUE's of wastewater over

the life of the Project to serve all Parcels of the District.

- *West Centerpoint Road from RR12 to Central Park Loop*
  This consists of approximately 1,000 linear feet of 4-lane divided roadway from the primary entrance of the District at Wonder World Drive and RR12, tapering for approximately 500 feet to 2-lanes, and then approximately 6,200 feet arterial roadway through Non-Residential Tax Parcels 1 thru 5 and then thru Residential Tax Parcels 1 thru 4 ending at the Central Park Loop.

- *Central Park Loop*
  This consists of approximately 1,000 linear feet of a three-lane collector roadway which connects Centerpoint Road to the Central Park Loop and the amenity center to be located along the Central Park Loop.

- *Secondary Entry Road at Academy*
  This consists of approximately 1,200 linear feet of a two-lane roadway serving as a secondary entrance to the Project from RR 12. This secondary entry road also provides beneficial access to and from the District and the neighboring San Marcos Academy private school.

- *Soft Costs*
  The Master Developer spent approximately $1,493,041 on engineering and other soft costs related to Authorized Improvements from September 1, 2013 through the date of the closing of the Major Improvement Area Bonds. These costs were reimbursed to the Master Developer from proceeds of the Major Improvement Area Bonds.

B. Neighborhood Improvement Area #1 Improvements

The Neighborhood Improvement Area #1 Improvements are described below. A map showing the location of the Phase 1 - Section 1 Improvements is included as **Exhibit Q-2**, and a map of the Phase 1 - Section 2 Improvements is included as **Exhibit Q-3**.

Phase 1 - Section 1 Improvements

- *Streets*

  Phase 1 - Section 1 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. The street improvements will provide street access to each Lot within Phase 1 - Section 1.

- *Water and Sewer*

  Phase 1 - Section 1 Improvements including trench excavation and embedment, trench safety, PVC piping, manholes, service connections, testing, related earthwork, excavation, and erosion control all necessary appurtenances required to provide water and wastewater service to all Lots within Phase 1 - Section 1.

- *Storm Drainage/Water Quality*

  Phase 1 - Section 1 Improvements including earthen channels, swales, curb and drop inlets, RCP piping and boxes, headwalls, concrete flumes, rock rip rap, concrete outfalls, and testing as well as all related earthwork, excavation, and erosion control necessary to provide storm drainage for all Lots in Phase 1 - Section 1.

- *Soft Costs*

  Phase 1 - Section 1 soft costs include engineering and design, construction inspection fees, geotechnical testing, governmental submittal fees, and contractor completion bonds for the Phase 1 - Section 1 Improvements described above.

<u>Phase 1 - Section 2 Improvements</u>

- *Streets*

  Phase 1 - Section 2 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. The street improvements will provide street access to each Lot within Phase 1 - Section 2.

- *Water and Sewer*

  Phase 1 - Section 2 Improvements including trench excavation and embedment, trench safety, PVC piping, manholes, service connections, testing, related earthwork, excavation, and erosion control all necessary appurtenances required to provide water and wastewater service to all Lots within Phase 1 - Section 2.

- *Storm Drainage/Water Quality*

  Phase 1 - Section 2 Improvements including earthen channels, swales, curb and drop inlets, RCP piping and boxes, headwalls, concrete flumes, rock rip rap, concrete outfalls, and testing as well as all related earthwork, excavation, and erosion control necessary to provide storm drainage for all Lots in Phase 1 - Section 2.

- *Soft Costs*

  Phase 1 - Section 2 soft costs include engineering and design, construction inspection fees, geotechnical testing, governmental submittal fees, and contractor completion bonds for the Phase 1 - Section 2 Improvements described above.

The Neighborhood Improvement Area #1 Improvements will provide a special benefit to Neighborhood Improvement Area #1 Assessed Parcels only. Accordingly, the Neighborhood Improvement Area #1 Improvements are allocated to Neighborhood Improvement Area #1 Assessed Parcels based on the special benefit each Parcel receives. **Exhibit A** summarizes the allocation of each Neighborhood Improvement Area #1 Improvement between Phase 1 - Section 1 Assessed Parcels and Phase 1 - Section 2 Assessed Parcels. The costs shown in **Exhibit A** are estimates and may be revised in Annual Service Plan Updates, but may not result in increased Special Assessments unless a supplemental assessment is levied in compliance with the requirements under the PID Act and all requirements to ensure that the interest on PID Bonds remains exempt from federal income tax.

C. Neighborhood Improvement Area #2 Improvements

The Neighborhood Improvement Area #2 Improvements are described below. A map showing the location of the Neighborhood Improvement Area #2 Improvements is included on **Exhibit Q-4**.

- *Streets*

  Includes costs associated with subgrade stabilization, concrete and reinforcing steel for roadways, testing, sidewalks, accessibility ramps, earthwork, erosion control, retaining walls, intersections, signage, and re-vegetation of all disturbed areas within the right-of-way. The street improvements will provide street access to each Lot within Neighborhood Improvement Area #2.

- *Water and Sewer*

  Includes costs associated with trench excavation and embedment, trench safety, PVC piping, manholes, service connections, testing, related earthwork, erosion control, and all necessary appurtenances required to provide water service. The major sewer collection system improvements consist of construction and installation of pipes, service lines, manholes, encasements and appurtenances. The water and sewer improvements will provide water and sewer for each Lot within Neighborhood Improvement Area #2.

- *Storm Drainage/Water Quality*

  Includes costs associated with excavation, embankment, outfall structure, access ramps, earthen berm, gates, signage and all necessary appurtenances required by the City. The drainage improvements will provide necessary storm drainage for each Lot within Neighborhood Improvement Area #2.

- *Soft Costs*

  Includes costs related to designing, constructing, and installing the Neighborhood Improvement Area #2 Improvements including land planning and design, County and City permits and fees, engineering, soil testing, survey, construction management, legal, special assessment consulting and contingency.

The Neighborhood Improvement Area #2 Improvements will provide a special benefit to Neighborhood Improvement Area #2 Assessed Parcels only. Accordingly, the Neighborhood Improvement Area #2 Improvements are allocated to Neighborhood Improvement Area #2 Assessed Parcels based on the special benefit each Parcel receives. **Exhibit A** summarizes the allocation of each Neighborhood Improvement Area #2 Improvement. The costs shown on **Exhibit A** are estimates and may be revised in Annual Service Plan Updates but may not result in increased Special Assessments unless a supplemental assessment is levied in compliance in compliance with the requirements under the PID Act and all requirements to ensure that the interest on PID Bonds remains exempt from federal income tax.

D. Neighborhood Improvement Area #3 Improvements

Neighborhood Improvement Area #3 Improvements consist of the Phase 3 Improvements, Phase 4 Improvements, and Phase 5 Improvements, as described below.

Phase 3 Improvements

The Phase 3 Improvements are described below. A map showing the location of the Phase 3 Improvements is included on **Exhibit Q-5**.

- *Streets*

  Includes costs associated with subgrade stabilization, concrete and reinforcing steel for roadways, testing, sidewalks, accessibility ramps, earthwork, erosion control, retaining walls, intersections, signage, and re-vegetation of all disturbed areas within the right-of-way. The street improvements will provide street access to each Lot within Phase 3.

- *Loop Road Connector*

  Includes costs associated with subgrade stabilization, concrete and reinforcing steel for roadways, testing, sidewalks, accessibility ramps, earthwork, erosion control, retaining walls, intersections, signage, and re-vegetation of all disturbed areas within the right-of-way. The Loop Road Connector is anticipated to serve approximately 1,031 lots; therefore Phase 3 is allocated 23.96% (247 Phase 3 Lots / 1,031 lots served) of the Loop Road Connector cost.

- *Wastewater*

  Includes costs associated with trench excavation and embedment, trench safety, PVC piping, manholes, service connections, testing, related earthwork, erosion control, and all necessary appurtenances required to provide water service. The major sewer collection system improvements consist of construction and installation of pipes, service lines, manholes, encasements and appurtenances. The water and sewer improvements will provide water and sewer for each Lot within Phase 3.

- *Water*

  Includes costs associated with excavation, embankment, outfall structure, access ramps, earthen berm, gates, signage and all necessary appurtenances required by the City. The drainage improvements will provide necessary storm drainage for each Lot within Phase 3.

- *Storm Drain and Water Quality*

  Includes costs associated with excavation, embankment, outfall structure, access ramps, earthen berm, gates, signage and all necessary appurtenances required by the City. The drainage improvements will provide necessary storm drainage for each Lot within Phase 3.

- *Landscaping*

  Improvements including earthwork, excavation, erosion control, grading, retaining walls, signage and wayfinding, monumentation, artwork and improvements, shade structures, furniture fixtures, lighting, fountains, screenwall, landscaping and planting, and revegetation of all disturbed areas.

- *Soft Costs*

  Includes costs related to designing, constructing, and installing the Phase 3 Improvements including land planning and design, County and City permits and fees, engineering, soil testing, survey, construction management, legal, special assessment consulting and contingency.

The Phase 3 Improvements will provide a special benefit to Phase 3 Assessed Parcels. Accordingly, the Phase 3 Improvements are allocated to Phase 3 Assessed Parcels based on the special benefit each Parcel receives. **Exhibit A** summarizes the allocation of each Phase 3 Improvement. The costs shown on **Exhibit A** are estimates and may be revised in Annual Service Plan Updates but may not result in increased Special Assessments unless a supplemental assessment is levied in compliance in compliance with the requirements under the PID Act and all requirements to ensure that the interest on PID Bonds remains exempt from federal income tax.

Phase 4 Improvements

The Phase 4 Improvements are described below. A map showing the location of the Phase 4 Improvements is included on **Exhibit Q-6**.

- *Streets*

  Includes costs associated with subgrade stabilization, concrete and reinforcing steel for roadways, testing, sidewalks, accessibility ramps, earthwork, erosion control, retaining walls, intersections, signage, and re-vegetation of all disturbed areas within the right-of-way. The street improvements will provide street access to each Lot within Phase 4.

- *Wastewater*

  Includes costs associated with trench excavation and embedment, trench safety, PVC piping, manholes, service connections, testing, related earthwork, erosion control, and all necessary appurtenances required to provide water service. The major sewer collection system improvements consist of construction and installation of pipes, service lines, manholes, encasements and appurtenances. The water and sewer improvements will provide water and sewer for each Lot within Phase 4.

- *Water*

  Includes costs associated with excavation, embankment, outfall structure, access ramps, earthen berm, gates, signage and all necessary appurtenances required by the City. The drainage improvements will provide necessary storm drainage for each Lot within Phase 4.

- *Storm Drain and Water Quality*

  Includes costs associated with excavation, embankment, outfall structure, access ramps, earthen berm, gates, signage and all necessary appurtenances required by the City. The drainage improvements will provide necessary storm drainage for each Lot within Phase 4.

- *Landscaping*

  Improvements including earthwork, excavation, erosion control, grading, retaining walls, signage and wayfinding, monumentation, artwork and improvements, shade structures, furniture fixtures, lighting, fountains, screenwall, landscaping and planting, and revegetation of all disturbed areas.

- *Soft Costs*

  Includes costs related to designing, constructing, and installing the Phase 4 Improvements including land planning and design, County and City permits and fees, engineering, soil testing, survey, construction management, legal, special assessment consulting and contingency.

The Phase 4 Improvements will provide a special benefit to Phase 4 Assessed Parcels only. Accordingly, the Phase 4 Improvements are allocated to Phase 4 Assessed Parcels based on the special benefit each Parcel receives. **Exhibit A** summarizes the allocation of each Phase 4 Improvement. The costs shown on **Exhibit A** are estimates and may be revised in Annual Service Plan Updates but may not result in increased Special Assessments unless a supplemental assessment is levied in compliance in compliance with the requirements under the PID Act and all requirements to ensure that the interest on PID Bonds remains exempt from federal income tax.

Phase 5 Improvements

The Phase 5 Improvements are described below. A map showing the location of the Phase 5 Improvements is included on **Exhibit Q-7**.

- *Streets*

  Includes costs associated with subgrade stabilization, concrete and reinforcing steel for roadways, testing, sidewalks, accessibility ramps, earthwork, erosion control, retaining walls, intersections, signage, and re-vegetation of all disturbed areas within the right-of-way. The street improvements will provide street access to each Lot within Phase 5.

- *Wastewater*

  Includes costs associated with trench excavation and embedment, trench safety, PVC piping, manholes, service connections, testing, related earthwork, erosion control, and all necessary appurtenances required to provide water service. The major sewer collection system improvements consist of construction and installation of pipes, service lines, manholes, encasements and appurtenances. The water and sewer improvements will provide water and sewer for each Lot within Phase 5.

- *Water*

  Includes costs associated with excavation, embankment, outfall structure, access ramps, earthen berm, gates, signage and all necessary appurtenances required by the City. The drainage improvements will provide necessary storm drainage for each Lot within Phase 5.

- *Storm Drain and Water Quality*

  Includes costs associated with excavation, embankment, outfall structure, access ramps, earthen berm, gates, signage and all necessary appurtenances required by the City. The drainage improvements will provide necessary storm drainage for each Lot within Phase 5.

- *Landscaping*
  Improvements including earthwork, excavation, erosion control, grading, retaining walls, signage and wayfinding, monumentation, artwork and improvements, shade structures, furniture fixtures, lighting, fountains, screenwall, landscaping and planting, and revegetation of all disturbed areas.

- *Soft Costs*

  Includes costs related to designing, constructing, and installing the Phase 5 Improvements including land planning and design, County and City permits and fees, engineering, soil testing, survey, construction management, legal, special assessment consulting and contingency.

The Phase 5 Improvements will provide a special benefit to Phase 5 Assessed Parcels only. Accordingly, the Phase 5 Improvements are allocated to Phase 5 Assessed Parcels based on the special benefit each Parcel receives. **Exhibit A** summarizes the allocation of each Phase 5 Improvement. The costs shown on **Exhibit A** are estimates and may be revised in Annual Service Plan Updates but may not result in increased Special Assessments unless a supplemental assessment is levied in compliance in compliance with the requirements under the PID Act and all requirements to ensure that the interest on PID Bonds remains exempt from federal income tax.

E. Bond Issuance Costs

- *Debt Service Reserve Fund*
  Equals the amount required under an Indenture in connection with the issuance of PID Bonds.

- *Capitalized Interest*
  Equals the capitalized interest payments on PID Bonds as reflected in an applicable Indenture.

- *Underwriting Discount*
  Equals a percentage of the par amount of a series of PID Bonds plus a fee for underwriter's counsel.

- *Cost of Issuance*
  Includes costs associated with issuing PID Bonds, including but not limited to attorney fees, financial advisory fees, consultant fees, appraisal fees, printing costs, publication costs, County costs, fees charged by the Texas Attorney General, and any other cost or expense directly associated with the issuance of PID Bonds.

F. First Year Administrative Expenses

- *First Year Administrative Expenses*
  The estimated cost of the First Year Administrative Expenses

SECTION IV: SERVICE PLAN

The Act requires the Service Plan to cover a period of at least five years and to define the annual projected costs and indebtedness for the Authorized Improvements undertaken within the District during the five-year period**.** The Service Plan is also required to include a copy of the buyer disclosure notice form required by Section 5.014 of the Texas Property Code, as amended. The Service Plan must be reviewed and updated by the County Commissioners Court at least annually. **Exhibit B** of this 2022 Amended and Restated Service and Assessment Plan summarizes the Service Plan for the District. The buyer disclosures are attached hereto as Appendix A.

Exhibit C summarizes the sources and uses of funds associated with the Major Improvement Area Bonds. **Exhibit D** summarizes the sources and uses of funds associated with the Neighborhood Improvement Area #1-2 Bonds. **Exhibit E** summarizes the sources and uses of funds associated with the Neighborhood Improvement Area #3 Improvements. The sources and uses of funds shown on **Exhibit C**, **Exhibit D** and **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 Act allows the County Commissioners Court to apportion the Authorized Improvements to the Assessed Parcels based on the special benefit received from the Authorized Improvements. The 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 County Commissioners Court, with or without regard to improvements constructed on the property; or (3) in any other manner approved by the County Commissioners Court that results in imposing equal shares of such costs on property similarly benefited. The Act further provides that the governing body may establish by order reasonable classifications and formulas for the apportionment of the cost between the municipality and the area to be assessed and the methods of assessing the special benefits for various classes of improvements.

The determination by the County Commissioners Court of the assessment methodologies set forth below is the result of the discretionary exercise by the County Commissioners Court of its legislative authority and governmental powers and is conclusive and binding on the current owners and all future owners and developers of the Assessed Parcels.

A. Assessment Methodology

The County Commissioners Court, acting in its legislative capacity based on information provided by the Master Developer and its engineer and reviewed by the County staff and by third-party consultants retained by the County, has determined that the Authorized Improvements and Special Assessments shall be allocated as follows:

1. Major Improvement Area

The Major Improvements, the Bond Issuance Costs and the First Year Administrative Expenses related to the Major Improvement Area Bonds were allocated to the Major Improvement Area Assessed Parcels by spreading the entire Major Improvement Area Assessment across all Assessed Parcels within the District as follows:

a. Determine the appraised value for each Parcel that was determined at the time the Major Improvement Area Bonds were issued

b. Divide the appraised value of each Parcel by 3

c. Determine the Estimated Buildout Value for each Parcel

d. For each line item within the Major Improvements estimated cost summary, identify which Major Improvement Area Assessed Parcels are benefitted by that particular Major Improvement, as shown on **Exhibit A-1**

e. Allocate the Major Improvements pro-rata by the Estimated Buildout Value of Parcels benefitting from each Major Improvements, as shown in **Exhibit A-1**

f. Choose the lesser of the amount calculated in (b) or (e) above to determine the Major Improvement Area Assessment for each Major Improvement Area Assessed Parcel

2. Neighborhood Improvement Area #1

The Phase 1 - Section 1 Improvements were allocated entirely to the Phase 1 - Section 1 Assessed Parcels. The Bond Issuance Costs related to the Neighborhood Improvement Areas #1-2 Bonds were allocated among the Assessed Parcels within Neighborhood Improvement Area #1 and Neighborhood Improvement Area #2 based on the ratio of the Estimated Buildout Value of each Assessed Parcel within Neighborhood Improvement Area #1 and Neighborhood Improvement Area #2 to the total Estimated Buildout Value for all Assessed Parcels within Neighborhood Improvement Area #1 and Neighborhood Improvement Area #2. Such Bond Issuance Costs allocable to Phase 1 – Section 1 were allocated entirely to the Phase 1 - Section 1 Assessed Parcels. The Neighborhood Improvement Area #1 Assessments levied on Phase 1 - Section 1 were allocated across all Phase 1 - Section 1 Assessed Parcels based on the ratio of the Estimated Buildout Value of each Phase 1 - Section 1 Assessed Parcel to the total Estimated Buildout Value for all Phase 1 - Section 1 Assessed Parcels**.**

The Phase 1 - Section 2 Improvements were allocated entirely to the Phase 1 - Section 2 Assessed Parcels. The Bond Issuance Costs related to the Neighborhood Improvement Areas #1-2 Bonds were allocated among the Assessed Parcels within Neighborhood Improvement Area #1 and Neighborhood Improvement Area #2 based on the ratio of the Estimated Buildout Value of each Assessed Parcel within Neighborhood Improvement Area #1 and Neighborhood Improvement Area #2 to the total Estimated Buildout Value for all Assessed Parcels within Neighborhood Improvement Area #1 and Neighborhood Improvement Area #2. Such Bond Issuance Costs allocable to Phase 1 – Section 2 were allocated entirely to the Phase 1 - Section 2 Assessed Parcels. The Neighborhood Improvement Area #1 Assessments levied on Phase 1 - Section 2 were allocated across all Phase 1 - Section 2 Assessed Parcels based on the ratio of the Estimated Buildout Value of each Phase 1 - Section 2 Assessed Parcel to the total Estimated Buildout Value for all Phase 1 - Section 2 Assessed Parcels**.**

3. Neighborhood Improvement Area #2

The Neighborhood Improvement Area #2 Improvements were allocated entirely to the Neighborhood Improvement Area #2 Assessed Parcels. The Bond Issuance Costs related to the Neighborhood Improvement Areas #1-2 Bonds were allocated among the Assessed Parcels within Neighborhood Improvement Area #1 and Neighborhood Improvement Area #2 based on the ratio of the Estimated Buildout Value of each Assessed Parcel within Neighborhood Improvement Area #1 and Neighborhood Improvement Area #2 to the total Estimated Buildout Value for all Assessed Parcels within Neighborhood

Improvement Area #1 and Neighborhood Improvement Area #2. Such Bond Issuance Costs allocable to Neighborhood Improvement Area #2 were allocated entirely to Neighborhood Improvement Area #2. The Neighborhood Improvement Area #2 Assessments were levied against the single Parcel existing within Neighborhood Improvement Area #2 at such time.

4. Neighborhood Improvement Area #3

a. *Bond Issuance Costs and First Year Administrative Expenses*

The estimated Bond Issuance Costs related to the Neighborhood Improvement Area #3 Bonds and the First year Administrative Expenses are allocated among the Neighborhood Improvement Area #3 Assessed Parcels based on the ratio of the Estimated Buildout Value of each Neighborhood Improvement Area #3 Assessed Parcels to the total Estimated Buildout Value for all Neighborhood Improvement Area #3 Assessed Parcel.

b. Phase 3 Improvements

The Phase 3 Improvements are allocated entirely to the Phase 3 Assessed Parcels with the exception of the Loop Road Connector. The Loop Road Connector benefits the Phase 3 Assessed Parcels and lots outside of the Phase 3 Assessed Parcels. Therefore, the Phase 3 Assessed Parcels are allocated 23.96% of the Loop Road Connector, which is based on the ratio of the number of proposed lots within the Phase 3 Assessed Parcels to the total number of proposed lots benefitting from the Loop Road Connector (247 Phase 3 Lots / 1,031 lots served), as described in **Section III.D** and shown on **Exhibit A**.

c. Phase 4 Improvements

The Phase 4 Improvements are allocated entirely to the Phase 4 Assessed Parcels.

d. Phase 5 Improvements

The Phase 5 Improvements are allocated entirely to the Phase 5 Assessed Parcels.

B. Special Assessments

1. Major Improvement Area Assessments

The Major Improvement Area Assessments levied against the Major Improvement Area Assessed Parcels are shown on the Major Improvement Area Assessment Roll, attached hereto on **Exhibit F**. The projected Major Improvement Area Annual Installments are shown on **Exhibit J**.

2. Neighborhood Improvement Area #1 Assessments

The Neighborhood Improvement Area #1 Assessments levied against the Neighborhood Improvement Area #1 Assessed Parcels are shown on the Neighborhood Improvement Area #1 Assessment Roll, attached hereto on **Exhibit G**. The projected Neighborhood Improvement Area #1 Annual Installments are shown on **Exhibit K**.

3. Neighborhood Improvement Area #2 Assessments

The Neighborhood Improvement Area #2 Assessments levied against the Neighborhood Improvement Area #2 Assessed Parcels are shown on the Neighborhood Improvement Area #2 Assessment Roll, attached hereto on **Exhibit H**. The projected Neighborhood Improvement Area #2 Annual Installments are shown on **Exhibit L**.

4. Neighborhood Improvement Area #3 Assessments

Neighborhood Improvement Area #3 Assessments are allocated among the Phase 3 Assessed Parcels, Phase 4 Assessed Parcels and Phase 5 Assessed Parcels based on the allocation of the Actual Costs of the Neighborhood Improvement Area #3 Improvements, the Bond Issuance Costs related to the Neighborhood Improvement Area #3 Bonds and the First Year Administrative Expenses, as described above in **Section V.A.4.** The Neighborhood Improvement Area #3 Assessments levied against the Neighborhood Improvement Area #3 Assessed Parcels are shown on the Neighborhood Improvement Area #3 Assessment Roll, attached hereto on **Exhibit I**. The projected Annual Installments of Neighborhood Improvement Area #3 Assessments for Neighborhood Improvement Area #3, Phase 3, Phase 4 and Phase 5 are shown on **Exhibit M-1, Exhibit M-2, Exhibit M-3** and **Exhibit M-4**.

C. Findings of Special Benefit

The County Commissioners Court, acting in its legislative capacity based on information provided by the Master Developer and its engineer and reviewed by the County staff and by third-party consultants retained by the County, has found and determined:

1. Major Improvement Area

a. The Actual Costs of the Major Improvements plus Bond Issuance Costs and First Year Administrative Expenses related to the Major Improvement Area Bonds (the "Major Improvement Area Projects") equal $22,205,256, as shown on **Exhibit A**; and

b. The Major Improvement Area Assessed Parcels receive special benefit from the Major Improvement Area Projects equal to or greater than the Actual Costs of the Major Improvement Area Projects ; and

c. The sum of the Major Improvement Area Assessments for all Major Improvement Area Assessed Parcels at the time the Major Improvement Area Assessments were levied equaled $19,200,000, of which $14,618,946.61 remains outstanding; and

d. The special benefit (≥ $22,205,256) received by Major Improvement Area Assessed Parcels from the Major Improvement Area Projects is greater than the amount of the Major Improvement Area Assessments ($19,200,000) levied against all Major Improvement Area Assessed Parcels; and

e. At the time the County Commissioners Court levied the Major Improvement Area Assessments, the Original Owner owned 100% of the Assessed Parcels within the District. The Original Owner acknowledged that the Major Improvement Area Projects confer a special benefit on the Assessed Parcels within the District and consented to the imposition of the Major Improvement Area Assessments to pay for the Actual Costs associated therewith. The Original Owner ratified, confirmed, accepted, agreed to and approved: (1) the determinations and findings by the County Commissioners Court as to the special benefits described herein and the Major Improvement Area Assessment Order; and (2) the levying of Major Improvement Area Assessments on the Assessed Parcels within the District.

2. *Improvement Area #1*

   a. Phase 1 - Section 1

      1. The Phase 1 - Section 1 Improvements cost plus Bond Issuance Costs related to the Neighborhood Improvement Area #1-2 Bonds allocable to Phase 1 - Section 1 (the "Phase 1 – Section 1 Projects") equal $4,356,675, as shown on **Exhibit A**; and

      2. The Phase 1 - Section 1 Assessed Parcels receive special benefit from the Phase 1 – Section 1 Projects equal to or greater than the cost of the Phase 1 – Section 1 Projects; and

      3. The Neighborhood Improvement Area #1 Assessment allocated to the Phase 1 – Section 1 Projects for all Phase 1 - Section 1 Assessed Parcels at the time the Neighborhood Improvement Area #1 Assessments were levied equaled $1,785,000, of which $1,580,449.75 remains outstanding, as shown on the Neighborhood Improvement Area #1 Assessment Roll attached hereto as **Exhibit F**; and

4. The special benefit ($\geq$ $4,356,675) received by Phase 1 - Section 1 Assessed Parcels from the Phase 1 – Section 1 Projects is equal to or greater than the amount of the Neighborhood Improvement Area #1 Assessments ($1,785,000) levied for the Phase 1 – Section 1 Projects.

5. At the time the Commissioners Court approved the Neighborhood Improvement Area #1 Service and Assessment Plan, the Phase 1 - Section 1 Owner owned 100% of the Phase 1 - Section 1 Assessed Parcels. The Phase 1 - Section 1 Owner has acknowledged that the Phase 1 – Section 1 Projects confer a special benefit on the Phase 1 - Section 1 Assessed Parcels and consented to the imposition of the Neighborhood Improvement Area #1 Assessments to pay for the Actual Costs associated therewith. The Phase 1 - Section 1 Owner has ratified, confirmed, accepted, agreed to and approved: (i) the determinations and findings by the Commissioners Court as to the special benefits described herein and the applicable Assessment Order; and (ii) the levying of Neighborhood Improvement Area #1 Assessments on Phase 1 - Section 1 Assessed Parcels.

b. Phase 1 - Section 2

1. The Phase 1 - Section 2 Improvements cost plus Bond Issuance Costs allocable to Phase 1 Section 2 (the "Phase 1 – Section 2 Projects") equal $5,281,630, as shown on **Exhibit A**; and

2. The Phase 1 - Section 2 Assessed Parcels receive special benefit from the Phase 1 – Section 2 Projects equal to or greater than the cost of the Phase 1 – Section 2 Projects; and

3. The Neighborhood Improvement Area #1 Assessment allocated to Phase 1 - Section 2 Improvements for all Phase 1 - Section 2 Assessed Parcels at the time the Neighborhood Improvement Area #1 Special Assessments were levied equaled $2,215,000, of which $2,020,656.44 remains outstanding, as shown on the Neighborhood Improvement Area #1 Special Assessment Roll attached hereto as **Exhibit F**; and

4. The special benefit (≥ $5,281,630) received by Phase 1 - Section 2 Assessed Parcels from the Phase 1 – Section 2 Projects is equal to or greater than the amount of the Special Assessments ($2,215,000) levied for the Phase 1 - Section 2 Improvements.

5. At the time the Commissioners Court approved the Neighborhood Improvement Area #2 Service and Assessment Plan, the Phase 1 - Section 2 Owner owned 100% of the Phase 1 - Section 2 Assessed Parcels. The Phase 1 - Section 2 Owner has acknowledged that the Phase 1 – Section 2 Projects confer a special benefit on the Phase 1 - Section 2 Assessed Parcels and consented to the imposition of the Special Assessments to pay for the Actual Costs associated therewith. The Phase 1 - Section 2 Owner has ratified, confirmed, accepted, agreed to and approved: (i) the determinations and findings by the Commissioners Court as to the special benefits described herein and the applicable Assessment Order; and (ii) the levying of Neighborhood Improvement Area #1 Assessments on Phase 1 - Section 2 Assessed Parcels.

3. Neighborhood Improvement Area #2

a. The Actual Costs of the Neighborhood Improvement Area #2 Improvements plus Bond Issuance Costs allocable to Neighborhood Improvement Area #2 (the "Neighborhood Improvement Area #2 Projects") equal $10,391,252, as shown on **Exhibit A**; and

b. The Neighborhood Improvement Area #2 Assessed Parcels receive special benefit from the Neighborhood Improvement Area #2 Projects equal to or greater than the Actual Costs of the Neighborhood Improvement Area #2 Projects; and

c. The sum of the Neighborhood Improvement Area #2 Assessments for all Neighborhood Improvement Area #2 Assessed Parcels at the time the Neighborhood Improvement Area #2 Assessments were levied equaled $5,475,000, of which $5,158,127.34 remains outstanding; and

d. The special benefit (≥ $10,391,252) received by Neighborhood Improvement Area #2 Assessed Parcels from the Neighborhood Improvement Area #2 Projects is equal to or greater than the amount of the Neighborhood Improvement Area #2 Assessments ($5,475,000)

levied against all Neighborhood Improvement Area #2 Assessed Parcels; and

e. At the time the County Commissioners Court levied the Neighborhood Improvement Area #2 Assessments, the Neighborhood Improvement Area #2 Owner owned 100% of the Assessed Parcels within Neighborhood Improvement Area #2. The Neighborhood Improvement Area #2 Owner acknowledged that the Neighborhood Improvement Area #2 Projects confer a special benefit on the Assessed Parcels within Neighborhood Improvement Area #2 and consented to the imposition of the Neighborhood Improvement Area #2 Special Assessments to pay for the Actual Costs associated therewith. The Neighborhood Improvement Area #2 Owner ratified, confirmed, accepted, agreed to and approved: (i) the determinations and findings by the Commissioners Court as to the special benefits described herein and the applicable Assessment Order; and (ii) the levying of Neighborhood Improvement Area #2 Assessments Neighborhood Improvement Area #2 Assessed Parcels.

4. Neighborhood Improvement Area #3

a. Phase 3 Improvements

1. The Actual Costs of the Phase 3 Improvements plus the pro rata share of the First Year Administrative Expenses and the Bond Issuance Costs related to the Neighborhood Improvement Area #3 Bonds allocable to Phase 3, if such PID Bonds are issued (the "Phase 3 Projects"), equal $11,605,205, as shown on **Exhibit A**; and

2. The Phase 3 Assessed Parcels receive special benefit from the Phase 3 Projects equal to or greater than the Actual Costs of the Phase 3 Projects; and

3. The sum of the Phase 3 Assessments for all Phase 3 Assessed Parcels equal $11,605,205; and

4. The special benefit ($\geq$ $11,605,205) received by Phase 3 Assessed Parcels from the Phase 3 Projects is equal to or greater than the amount of the Neighborhood Improvement Area #3 Assessments ($11,605,205) levied against all Phase 3 Assessed Parcels; and

5. At the time the County Commissioners Court levied the Neighborhood Improvement Area #3 Assessments, the Phase 3 Owner owned 100% of the Assessed Parcels within Phase 3. The

Phase 3 Owner acknowledged that the Phase 3 Projects confer a special benefit on the Assessed Parcels within Phase 3 and consented to the imposition of the Neighborhood Improvement Area #3 Special Assessments to pay for the Actual Costs associated therewith. The Phase 3 Owner ratified, confirmed, accepted, agreed to and approved: (i) the determinations and findings by the Commissioners Court as to the special benefits described herein and the applicable Assessment Order; and (ii) the levying of Neighborhood Improvement Area #3 Assessments on Phase 3 Assessed Parcels.

b. Phase 4 Improvements

1. The Actual Costs of the Phase 4 Improvements plus the pro rata share of the First Year Administrative Expenses and the Bond Issuance Costs allocable to Phase 4, if such PID Bonds are issued (the "Phase 4 Projects"), equal $8,112,009, as shown on **Exhibit A**; and

2. The Phase 4 Assessed Parcels receive special benefit from the Phase 4 Projects equal to or greater than the Actual Costs of the Phase 4 Projects; and

3. The sum of the Phase 4 Assessments for all Phase 4 Assessed Parcels at the time the Neighborhood Improvement Area #3 Assessments were levied equaled $7,340,845; and

4. The special benefit ($\geq$ $8,112,009) received by Phase 4 Assessed Parcels from the Phase 4 Projects is equal to or greater than the amount of the Neighborhood Improvement Area #3 Assessments ($7,340,845) levied against all Phase 4 Assessed Parcels; and

5. At the time the County Commissioners Court levied the Neighborhood Improvement Area #3 Assessments, the Phase 4 Owner owned 100% of the Assessed Parcels within Phase 4. The Phase 4 Owner acknowledged that the Phase 4 Projects confer a special benefit on the Assessed Parcels within Phase 4 and consented to the imposition of the Neighborhood Improvement Area #3 Special Assessments to pay for the Actual Costs associated therewith. The Phase 4 Owner ratified, confirmed, accepted, agreed to and approved: (i) the determinations and findings by the Commissioners Court as to the special benefits described herein

and the applicable Assessment Order; and (ii) the levying of Neighborhood Improvement Area #3 Assessments on Phase 4 Assessed Parcels.

c. Phase 5 Improvements

1. The Actual Costs of the Phase 5 Improvements plus the pro rata share of the First Year Administrative Expenses and the Bond Issuance Costs allocable to Phase 5, if such PID Bonds are issued (the "Phase 5 Projects"), equal $8,863,992, as shown on **Exhibit A**; and

2. The Phase 5 Assessed Parcels receive special benefit from the Phase 5 Projects equal to or greater than the Actual Costs of the Phase 5 Projects; and

3. The sum of the Phase 5 Assessments for all Phase 5 Assessed Parcels at the time the Neighborhood Improvement Area #3 Assessments were levied equaled $6,576,950; and

4. The special benefit ($\geq$ $8,863,992) received by Phase 5 Assessed Parcels from the Phase 5 Projects is equal to or greater than the amount of the Neighborhood Improvement Area #3 Assessments ($6,576,950) levied against all Phase 5 Assessed Parcels; and

5. At the time the County Commissioners Court levied the Neighborhood Improvement Area #3 Assessments, the Phase 5 Owner owned 100% of the Assessed Parcels within Phase 5. The Phase 5 Owner acknowledged that the Phase 5 Projects confer a special benefit on the Assessed Parcels within Phase 5 and consented to the imposition of the Neighborhood Improvement Area #3 Special Assessments to pay for the Actual Costs associated therewith. The Phase 5 Owner ratified, confirmed, accepted, agreed to and approved: (i) the determinations and findings by the Commissioners Court as to the special benefits described herein and the applicable Assessment Order; and (ii) the levying of Neighborhood Improvement Area #3 Assessments on Phase 5 Assessed Parcels.

D. Administrative Expenses

The costs of administering the District and collecting the Annual Installments shall be paid for on a pro rata basis by each Assessed Parcel based on the amount of outstanding Special Assessments

remaining on the Parcels. The Administrative Expenses 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 Special Assessments levied on the Assessed Parcels, if such Special Assessments secure PID Bonds, may exceed the interest rate on the PID Bonds by the Additional Interest Rate. The Additional Interest shall be collected as part of each Annual Installment and deposited and used as described in the Indenture for the applicable series of PID Bonds. Additional Interest is not collected on the Neighborhood Improvement Area #3 Assessments secured by the Neighborhood Improvement Area #3 Reimbursement Obligations.

SECTION VI: TERMS OF THE ASSESSMENTS

A. Reallocation of Special Assessments

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

Upon the division of any Assessed Parcel (without the recording of a subdivision plat or creation of units by horizontal condominium regime), the Administrator shall reallocate the Special Assessment for the Assessed Parcel prior to the division among the newly divided Assessed Parcels according to the following formula:

A = B x (C ÷ D)

Where the terms have the following meanings:

A = the Special Assessment for the newly divided Assessed Parcel

B = the Special Assessment for the Assessed Parcel prior to division

C = the Estimated Buildout Value of a given new divided Assessed Parcel

D = the sum of the Estimated Buildout Value for all of the new divided Assessed Parcels

2. *Upon Subdivision by a Recorded Subdivision Plat or creation of units by a horizontal condominium regime*

Upon the subdivision of any Assessed Parcel based on a recorded subdivision plat or creation of units by horizontal condominium regime, the Administrator shall reallocate the Special Assessment for the Assessed Parcel prior to the subdivision among the newly subdivided Lots according to the following formula:

A = [B x (C ÷ D)]/E

Where the terms have the following meanings:

A = the Special Assessment for the newly subdivided Lot

B = the Special Assessment for the Parcel prior to subdivision

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

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

E= the number of Lots with same Lot Type

The calculation of the Estimated Buildout Value of a Parcel shall be performed by the Administrator based on information from the Owner, homebuilders, appraisals, official public records of the County, and any other relevant information regarding the Parcel. The calculation as confirmed by the County Commissioners Court shall be conclusive.

The sum of the Special Assessments for all newly divided Assessed Parcels shall not exceed the Special Assessment for the Assessed Parcel prior to subdivision. The calculation shall be made separately for each newly divided Assessed Parcel. The reallocation of a Special Assessment for an Assessed Parcel that is a homestead under Texas law may not exceed the Special Assessment prior to the reallocation. Any reallocation pursuant to this section shall be reflected in an update to this 2022 Amended and Restated Service and Assessment Plan approved by the County Commissioners Court.

B. Upon Consolidation

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

C. True-up of Special Assessments if Maximum Special Assessment Exceeded

If the aggregate Special Assessment for any Lot Type exceeds the Maximum Special Assessment, the owner of the applicable Assessed Parcel must partially prepay the Special Assessments for each Assessed Parcel that exceeds the Maximum Special Assessment in an amount sufficient to reduce the Special Assessments to the Maximum Special Assessment. If a Prepayment is required, the final subdivision plat of any Assessed Parcel shall not be recorded without a letter from the Administrator confirming that the Prepayment has been made. The 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 Special Assessments.

Unless otherwise directed to a specific Special Assessment by the Parcel or Lot owner, any Prepayment or partial Prepayment for an Assessed Parcel within the District will be allocated between the Major Improvement Area Assessments and the Special Assessment levied on a specific Neighborhood Improvement Area proportionally based on the ratio of the outstanding Major Improvement Area Assessments and Special Assessments levied on a specific Neighborhood Improvement Area remaining outstanding on such Assessed Parcel at the time of such Prepayment or partial Prepayment.

D. Mandatory Prepayment of Special Assessments

If an Assessed Parcel is transferred to a person or entity that is exempt from payment of the Special Assessment, the owner transferring the Assessed Parcel shall prepay the full amount of the Special Assessment, plus Prepayment Costs and Delinquent Collection Costs, prior to the transfer. If the owner of an Assessed Parcel causes the Assessed Parcel to become Non-Benefited Property, the owner causing the change in status shall prepay the full amount of the Special Assessment, plus Prepayment Costs and Delinquent Collection Costs, prior to the change in status.

E. Reduction of Special Assessments

If as a result of cost savings or an Authorized Improvement not being constructed, the Actual Costs of completed Authorized Improvements are less than the Special Assessments levied for such Authorized Improvements, (A) in the event PID Bonds are not issued, the County Commissioners Court shall reduce each Special Assessment levied for such Authorized Improvements on a pro-rata basis such that the sum of the resulting reduced Special Assessments for all Assessed Parcels equals the Actual Costs that were expended, or (B) in the event that 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 Special Assessments shall not, however, be reduced to an amount less than the outstanding PID Bonds.

Additionally, if the Neighborhood Improvement Area #3 Bonds are not issued by December 31, 2024, the costs of the Neighborhood Improvement Area #3 Authorized Improvements shall be reduced in an amount equal to the estimated Bond Issuance Costs related to the Neighborhood Improvement Area #3 Bonds as shown on **Exhibit A**. The County shall reduce the Neighborhood Improvement Area #3 Assessments on each Neighborhood Improvement Area #3 Assessed Parcel on a pro-rata basis such that the sum of the resulting Improvement Area #3 Assessments is equal to the costs of the Improvement Area #3 Improvements and the First Year Administrative Expenses allocable to Neighborhood Improvement Area #3, as shown on **Exhibit A**.

The Administrator shall update (and submit to the County Commissioners Court for review and

approval as part of the next Annual Service Plan Update) the Assessment Rolls and corresponding Annual Installments to reflect the reduced Special Assessments.

F. Prepayment of Special Assessments

The owner of an Assessed Parcel may pay, at any time, all or any part of a Special Assessment in accordance with the Act. 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 a Special Assessment is paid in full, with interest: (1) the Administrator shall cause the Special 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 County Commissioners Court as part of the next Annual Service Plan Update; (3) the obligation to pay the Special Assessment and corresponding Annual Installments shall terminate; and (4) the County shall provide the owner with a recordable "Notice of PID Assessment Termination", a form of which is attached as **Exhibit O**.

If a Special Assessment is paid in part, with interest: (1) the Administrator shall cause the Special Assessment to be reduced and the Assessment Roll revised accordingly; (2) the Administrator shall cause the revised Assessment Roll to be approved by the County Commissioners Court as part of the next Annual Service Plan Update; and (3) the obligation to pay the Special Assessment and corresponding Annual Installments shall be reduced.

Unless otherwise directed to a specific Special Assessment by the Parcel or Lot owner, any Prepayment or partial Prepayment for an Assessed Parcel within the District will be allocated between the Major Improvement Area Assessments and the Special Assessment levied on a specific Neighborhood Improvement Area proportionally based on the ratio of the outstanding Major Improvement Area Assessments and Special Assessments levied on a specific Neighborhood Improvement Area remaining outstanding on such Assessed Parcel at the time of such Prepayment or partial Prepayment.

G. Payment of Special Assessment in Annual Installments

Special 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.

No less frequently than annually, the Administrator shall prepare and submit to the County Commissioners Court 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 an updated Assessment Roll and updated calculations of Annual Installments. Annual Installments shall be reduced by any credits applied under the applicable Indenture, such as capitalized interest, interest earnings on account balances, and any other funds available to the Trustee for

such purposes. Annual Installments shall be collected by the County in the same manner and at the same time as ad valorem taxes. Annual Installments for any Special Assessment claimed as homesteads shall be subject to the penalties, procedures, and foreclosure sale in case of delinquencies as set forth in the Act and in the same manner as ad valorem taxes for the County. The County Commissioners Court may provide for other means of collecting Annual Installments. Special Assessments shall have the lien priority specified in the Act.

For any Assessed Parcels claimed as homesteads, the sale of an Assessed Parcel for nonpayment of Annual Installments shall be subject to the lien for the remaining unpaid Special Assessment against the Assessed Parcel, and the Assessed Parcel may again be sold at a judicial foreclosure sale if the Parcel owner fails to timely pay the Annual Installments as they become due and payable.

To the extent allowed by the law, the County reserves the right to refund PID Bonds in accordance with the Act. 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 a Special Assessment, including interest on the unpaid principal of the Special Assessment, shall be updated annually. Each Annual Installment shall be delinquent if not paid prior to February 1 of the following year.

H. Prepayment as a result of Eminent Domain Proceeding or Taking

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

For the Assessed Parcel that is subject to the Taking as described in the preceding paragraph, the Special Assessment that was levied against the Assessed Parcel (when it was included in the Taken Property) prior to the Taking shall remain in force against the remaining Assessed Parcel (the Assessed Parcel less the Taken Property), (the "**Remaining Property**") following the reclassification of the Taken Property as Non-Benefitted Property, subject to an adjustment of the Special Assessment applicable to the Remaining Property after any required Prepayment as set forth below. The owner will remain liable to pay in Annual Installments, or payable as otherwise provided by this 2022 Amended and Restated Service and Assessment Plan, as updated, or the PID Act, the Special Assessment that remains due on the Remaining Property, subject to an adjustment in the Annual Installments applicable to the Remaining Property after any required Prepayment as set forth below. Notwithstanding the foregoing, if the Special

Assessments that remain due on the Remaining Property exceed the Maximum Special Assessment, the owner will be required to make a Prepayment in an amount necessary to ensure that the Special Assessments against the Remaining Property does not exceed the Maximum Special Assessment, in which case the Special Assessments and Annual Installments applicable to the Remaining Property will be reduced by the amount of the partial Prepayment.

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

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

Notwithstanding the previous paragraphs in this subsection (H), if the owner 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 Special Assessments required to buy down the outstanding Special Assessments to the Maximum Special Assessment on the Remaining Property to support the Estimated Buildout Value requirement. The owner will remain liable to pay the Annual Installments on both the Taken Property and the Remaining Property until such time that such Special Assessments have been prepaid in full.

Unless otherwise directed to a specific Special Assessment by the Parcel or Lot owner, any Prepayment or partial Prepayment for an Assessed Parcel within the District will be allocated between the Major Improvement Area Assessments and the Special Assessment levied on a specific Neighborhood Improvement Area proportionally based on the ratio of the outstanding Major Improvement Area Assessments and Special Assessments levied on a specific Neighborhood Improvement Area remaining outstanding on such Assessed Parcel at the time of such Prepayment or partial Prepayment.

Notwithstanding the previous paragraphs in this subsection (H), the Special Assessments shall not, however, be reduced to an amount less than the outstanding PID Bonds.

SECTION VII: ASSESSMENT ROLL

The Major Improvement Area Assessment Roll is attached on **Exhibit F**, the Neighborhood Improvement Area #1 Assessment Roll is attached on **Exhibit G**, the Neighborhood Improvement Area #2 Assessment Roll is attached on **Exhibit H and the** Neighborhood Improvement Area #3 Assessment Roll is attached on **Exhibit I.** The Administrator shall prepare and submit to the County Commissioners Court for review and approval, proposed revisions to the Assessment Rolls as well as the Annual Installments as part of each Annual Service Plan Update.

SECTION VIII: ADDITIONAL PROVISIONS

A. Calculation Errors

To the extent consistent with the Act, an owner of an Assessed Parcel claiming that a calculation error has been made in the Assessment Roll, including the calculation of the Annual Installments, shall send a written notice describing the error to the County not later than thirty (30) days after the date any amount which is alleged to be incorrect is due prior to seeking any other remedy. The Administrator shall promptly review the notice, and if necessary, meet with the Assessed Parcel owner, consider written and oral evidence regarding the alleged error and decide whether, in fact, such a calculation error occurred.

If the Administrator determines that a calculation error has been made and the Assessment Roll should be modified or changed in favor of the Assessed Parcel owner, such change or modification shall be presented to the County Commissioners Court for approval, to the extent permitted by the Act. A cash refund may not be made for any amount previously paid by the Assessed Parcel owner (except for the final year during which the Annual Installment shall be collected), but an adjustment may be made in the amount of the Annual Installment to be paid in the following year. The decision of the Administrator regarding a calculation error relating to the Assessment Roll may be appealed to the County Commissioners Court for determination. Any amendments made to the Assessment Roll pursuant to calculation errors shall be made pursuant to the Act.

B. Amendments

Amendments to this 2022 Amended and Restated Service and Assessment Plan must be made by the County Commissioners Court in accordance with Texas law, including the Act. To the extent permitted by the Act, this 2022 Amended and Restated Service and Assessment Plan may be amended without notice to owners of the Assessed Parcels: (1) to correct mistakes and clerical errors; (2) to clarify ambiguities; and (3) to provide procedures to collect Special Assessments, Annual Installments, and other charges imposed by this 2022 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 2022 Amended and Restated Service and Assessment Plan; (2) administer the District for and on behalf of and at the direction of the County Commissioners Court; and (3) interpret the provisions of this 2022 Amended and Restated Service and Assessment Plan. Interpretations of this 2022 Amended and Restated Service and Assessment Plan by the Administrator shall be in writing and shall be appealable to the County Commissioners Court by owners or developers adversely affected by the interpretation. Appeals shall be decided by the County Commissioners Court after holding a public hearing at which all interested parties have an opportunity to be heard. Decisions by the County Commissioners Court shall be final and binding on the owners and developers and their successors and assigns.

D. Severability

If any provision of this 2022 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.

E. Termination of Special Assessments

Each Special Assessment shall terminate on the date the Special Assessment is paid in full, including unpaid Annual Installments and Delinquent Collection Costs, if any. After termination of a Special Assessment, the County shall provide the owner of the affected Parcel a recordable "Notice of the Special Assessment Termination" a form of which is attached as **Exhibit O.**

F. Form of Buyer Disclosure

Per Section 5.014 of the Texas Property Code, as amended, this 2022 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 in **Appendix A**. 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 order approving this 2022 Amended and Restated Service and Assessment Plan, or any future Annual Service Plan Updates. The executed order, including any attachments, approving this 2022 Amended and Restated Service and Assessment Plan or any future Annual Service Plan Updates shall be filed and recorded in its entirety.

LIST OF EXHIBITS AND APPENDICES

Exhibit A	Cost of Authorized Improvements
Exhibit A-1	Allocation of Major Improvements
Exhibit B	Service Plan
Exhibit C	Sources and Uses of Funds – Major Improvement Area Bonds
Exhibit D	Sources and Uses of Funds – Neighborhood Improvement Area #1-2 Bonds
Exhibit E	Sources and Uses of Funds – Neighborhood Improvement Area #3
Exhibit F	Major Improvement Area Assessment Roll
Exhibit G	Neighborhood Improvement Area #1 Assessment Roll
Exhibit H	Neighborhood Improvement Area #2 Assessment Roll
Exhibit I	Neighborhood Improvement Area #3 Assessment Roll
Exhibit J	Major Improvement Area Estimated Annual Installments
Exhibit K	Neighborhood Improvement Area #1 Estimated Annual Installments
Exhibit L	Neighborhood Improvement Area #2 Estimated Annual Installments
Exhibit M	Neighborhood Improvement Area #3 Estimated Annual Installments
Exhibit N	Maximum Special Assessment
Exhibit O	Form of Notice of Special Assessment Termination
Exhibit P	Conceptual Land Use Plan
Exhibit Q-1	Map of Major Improvements
Exhibit Q-2	Map of Phase 1 Section 1 Improvements
Exhibit Q-3	Map of Phase 1 Section 2 Improvements
Exhibit Q-4	Map of Neighborhood improvement Area #2 Improvements
Exhibit Q-5	Map of Phase 3 Improvements
Exhibit Q-6	Map of Phase 4 Improvements
Exhibit Q-7	Map of Phase 5 Improvements
Exhibit R	Major Improvement Area Map
Exhibit S	Major Improvement Area Legal Description
Exhibit T	Neighborhood Improvement Area #1 Map
Exhibit U-1	Phase 1 Section 1 Legal Description
Exhibit U-2	Phase 1 Section 1 Plat
Exhibit U-3	Phase 1 Section 2 Legal Description
Exhibit U-4	Phase 1 Section 2 Plat

Exhibit U-5 Phase 3 Legal Description

Exhibit U-6 Map of Phase 3

Exhibit U-7 Phase 4 Legal Description

Exhibit U-8 Map of Phase 4

Exhibit U-9 Phase 5 Legal Description

Exhibit U-10 Map of Phase 5

Exhibit V Neighborhood Improvement Area #2 Map

Exhibit W Neighborhood Improvement Area #2 Legal Description

Exhibit X Neighborhood Improvement Area #3 Map

Exhibit Y Neighborhood Improvement Area #3 Legal Description

Exhibit Z Major Improvement Area Bonds Debt Service Schedule

Exhibit AA Neighborhood Improvement Area #1-2 Bonds Debt Service Schedule

Exhibit BB Prepayments

Appendix A Buyer Disclosures

Appendix B Engineer's Report

EXHIBIT A – COST OF AUTHORIZED IMPROVEMENTS

Major Improvements

	Original Budget	Spent to Date	Percent Complete
Major Improvements			
Water	$ 4,516,048	$ 4,516,048	100.00%
Wastewater - Academy LS	1,947,562	1,947,562	100.00%
Wastewater - Franklin Improvements	1,142,939	1,142,939	100.00%
Wastewater - Hunter Road	365,151	365,151	100.00%
Central Park Loop Road	38,602	38,602	100.00%
Centerpoint from RR12 to Central Park Loop	7,051,924	7,051,924	100.00%
Secondary Entry Road at Academy	1,044,383	1,044,383	100.00%
Soft Costs from 9/13 through closing	1,493,041	1,493,041	100.00%
	$ 17,599,650	$ 17,599,650	100.00%
Major Improvements Subtotal	**$ 17,599,650**	**$ 17,599,650**	**100.00%**
Major Improvement Area Bond Issuance Costs	**$ 4,566,606**		
First Year Administrative Expenses	**$ 39,000**		
Major Improvements Total	**$ 22,205,256**		

Neighborhood Improvement Area #1 Improvements

	Original Budget	Spent to Date	Percent Complete
Phase 1 - Section 1 Improvements			
Streets	$ 1,617,340	$ 1,617,340	100.00%
Water and Sewer	1,201,903	1,201,903	100.00%
Storm Drainage/Water Quality	773,178	773,178	100.00%
Soft Costs	513,760	513,760	100.00%
	$ 4,106,181	$ 4,106,181	100.00%
Phase 1 - Section 2 Improvements			
Streets	$ 2,287,210	$ 2,287,210	100.00%
Water and Sewer	1,195,560	1,195,560	100.00%
Storm Drainage/Water Quality	1,045,328	1,045,328	100.00%
Soft Costs	440,960	440,960	100.00%
	$ 4,969,058	$ 4,969,058	100.00%
Neighborhood Improvement Area #1 Improvements Subtotal	**$ 9,075,239**	**$ 9,075,239**	**100.00%**
Neighborhood Improvement Area #1-2 Bond Issuance Costs	**$ 563,065**		
Total Neighborhood Improvement Area #1 Improvements	**$ 9,638,304**		

Neighborhood Improvement Area #2 Improvements

	Original Budget	Spent to Date	Percent Complete
Neighborhood Improvement Area #2 Improvements			
Streets	$ 3,126,051	$ 3,126,051	100.00%
Water and Sewer	2,729,614	2,729,614	100.00%
Storm Drainage/Water Quality	2,867,502	2,867,502	100.00%
Soft Costs	871,500	871,500	100.00%
	$ 9,594,667	$ 9,594,667	100.00%
Neighborhood Improvement Area #2 Improvements Subtotal	**$ 9,594,667**	**$ 9,594,667**	**100.00%**
Neighborhood Improvement Area #1-2 Bond Issuance Costs	**$ 796,585**		
Neighborhood Improvement Area #2 Improvements Total	**$ 10,391,252**		

Neighborhood Improvement Area #3 Improvements			
	Budget	**Spent to Date**	**Percent Complete**
Phase 3 Improvements			
Streets	$ 3,330,430	$ -	0.00%
Loop Road Collector (b)	112,313	-	0.00%
Water	1,252,144	-	0.00%
Wastewater	1,447,376	-	0.00%
Storm Drainage/Water Quality	1,655,477	-	0.00%
Landscaping	494,000	-	0.00%
Soft Costs	1,379,915	-	0.00%
Phase 3 Improvements Subtotal	**$ 9,671,655**	**$ -**	**0.00%**
NIA #3 - Phase 3 Bond Issuance Costs (a)	**$ 1,919,908**		
First Year Administrative Expenses	**$ 13,641**		
Phase 3 Improvements Total	**$ 11,605,205**		

	Budget	**Spent to Date**	**Percent Complete**
Phase 4 Improvements			
Streets	$ 2,345,975	$ -	0.00%
Water	681,989	-	0.00%
Wastewater	1,134,135	-	0.00%
Storm Drainage/Water Quality	1,671,717	-	0.00%
Landscaping	220,000	-	0.00%
Soft Costs	835,222	-	0.00%
Phase 4 Improvements Subtotal	**$ 6,889,037**	**$ -**	**0.00%**
NIA #3 - Phase 4 Bond Issuance Costs (a)	**$ 1,214,434**		
First Year Administrative Expenses	**$ 8,629**		
Phase 4 Improvements Total	**$ 8,112,099**		

	Budget	**Spent to Date**	**Percent Complete**
Phase 5 Improvements			
Streets	$ 3,840,353	$ -	0.00%
Water	1,017,008	-	0.00%
Wastewater	1,000,358	-	0.00%
Storm Drainage/Water Quality	914,484	-	0.00%
Landscaping	332,000	-	0.00%
Soft Costs	664,000	-	0.00%
Phase 5 Improvements Subtotal	**$ 7,768,203**	**$ -**	**0.00%**
NIA #3 - Phase 5 Bond Issuance Costs (a)	**$ 1,088,058**		
First Year Administrative Expenses	**$ 7,731**		
Phase 5 Improvements Total	**$ 8,863,992**		
Neighborhood Improvement Area #3 Improvements Total	**$ 28,581,296**	**$ -**	**0.00%**

Notes:

[a] If the Neighborhood Improvement Area #3 Bonds are not issued by December 31, 2024, the costs of the Neighborhood Improvement Area #3 Authorized Improvements shall be reduced in an amount equal to the estimated Bond Issuance Costs related to the Neighborhood Improvement Area #3 Bonds as shown on this Exhibit A. The County shall reduce the Neighborhood Improvement Area #3 Assessments on each Neighborhood Improvement Area #3 Assessed Parcel on a pro-rata basis such that the sum of the resulting Improvement Area #3 Assessments is equal to the costs of the Improvement Area #3 Improvements and the First Year Administrative Expenses allocable to Neighborhood Improvement Area #3, as shown on this Exhibit A.

[b] The total estimated cost of the collector road is $468,805 and it is anticipated to serve 1,031 lots. Phase 3 is planned to contain 247 lots, therefore it will be allocated 23.96% of the costs.

EXHIBIT A-1 –ALLOCATION OF MAJOR IMPROVEMENTS

Cost Allocation by Parcel

Cost Category	Net Costs to be Allocated	Non-Residential 1	2	3	4	5	Residential 1	2	3	4	5	6	7	8
Water	$ 3,729,795	X	X	X	X	X	X	X	X	X	X	X	X	X
Wastewater - Academy LS	$ 1,945,987	-	-	-	-		X	X	X	X	-	-	-	-
Wastewater - Franklin Improvements	$ 719,033	-	-	-	-	-	X	X	X	X	-	-	-	-
Wastewater - Hunter Road	$ 568,000	X	X	X	X	X	-	-	-	-	X	X	X	X
Central Park Loop Road	$ 990,154	X	X	X	X	X	X	X	X	X	X	X	X	X
Center Point From RR12 to Central Park Loop	$ 7,109,257	X	X	X	X	X	X	X	X	X	X	X	X	X
Secondary Entry Road at Academy	$ 1,044,383	X	X	X	X	X	X	X	X	X	X	X	X	X
Soft Costs from 9/1/13 to 4/30/15	$ 1,343,041	X	X	X	X	X	X	X	X	X	X	X	X	X
Projected Soft Costs - 5/1/15 through Closing	$ 150,000	X	X	X	X	X	X	X	X	X	X	X	X	X
Total Major Improvements - Phase 1	**$ 17,599,650**													

Cost Category - Cost Allocations	Net Costs to be Allocated	Non-Residential 1	2	3	4	5	Residential 1	2	3	4	5	6	7	8
Water	$ 3,729,795	$ 290,472	$ 281,827	$ 384,702	$ 320,729	$ 172,035	$ 126,543	$ 140,917	$ 217,639	$ 161,656	$ 359,273	$ 298,231	$ 799,400	$ 176,371
Wastewater - Academy LS	$ 1,945,987	$ -	$ -	$ -	$ -	$ -	$ 380,748	$ 423,998	$ 654,842	$ 486,399	$ -	$ -	$ -	$ -
Wastewater - Franklin Improvements	$ 719,033	$ -	$ -	$ -	$ -	$ -	$ 140,685	$ 156,665	$ 241,961	$ 179,722	$ -	$ -	$ -	$ -
Wastewater - Hunter Road	$ 568,000	$ 53,515	$ 51,922	$ 70,875	$ 59,089	$ 31,695	$ -	$ -	$ -	$ -	$ 66,190	$ 54,944	$ 147,276	$ 32,494
Central Park Loop Road	$ 990,154	$ 77,112	$ 74,817	$ 102,127	$ 85,144	$ 45,670	$ 33,593	$ 37,409	$ 57,777	$ 42,915	$ 95,377	$ 79,172	$ 212,218	$ 46,822
Center Point From RR12 to Central Park Loop	$ 7,109,257	$ 553,660	$ 537,182	$ 733,270	$ 611,333	$ 327,912	$ 241,199	$ 268,598	$ 414,835	$ 308,128	$ 684,801	$ 568,450	$ 1,523,714	$ 336,176
Secondary Entry Road at Academy	$ 1,044,383	$ 81,335	$ 78,915	$ 107,721	$ 89,808	$ 48,172	$ 35,433	$ 39,458	$ 60,941	$ 45,265	$ 100,600	$ 83,508	$ 223,841	$ 49,386
Soft Costs from 9/1/13 to 4/30/15	$ 1,343,041	$ 104,594	$ 101,481	$ 138,525	$ 115,490	$ 61,947	$ 45,566	$ 50,742	$ 78,368	$ 58,210	$ 129,369	$ 107,388	$ 287,851	$ 63,508
Projected Soft Costs - 5/1/15 through Closing	$ 150,000	$ 11,682	$ 11,334	$ 15,471	$ 12,899	$ 6,919	$ 5,089	$ 5,667	$ 8,753	$ 6,501	$ 14,449	$ 11,994	$ 32,149	$ 7,093
Total Major Improvements - Phase 1	**$ 17,599,650**	**$ 1,172,369**	**$ 1,137,477**	**$ 1,552,691**	**$ 1,294,491**	**$ 694,350**	**$ 1,008,857**	**$ 1,123,456**	**$ 1,735,116**	**$ 1,288,796**	**$ 1,450,059**	**$ 1,203,687**	**$ 3,226,450**	**$ 711,849**

Notes

1. Residential 1 corresponds to Phase 1 of Neighborhood Improvement Area #1, Residential 2 corresponds to Neighborhood Improvement Area #2, Residential 3 corresponds to Phase 3, Residential 4 corresponds to Phase 4, Residential 5 corresponds to Phase 5 and Residential 7 corresponds to Phase 7W.
2. Neighborhood Improvement Area #3 initial parcels R18169, R19065 and R143367 have prepaid their Major Improvement Area Assessments as shown in **Exhibit BB**.

EXHIBIT B – SERVICE PLAN

Major Improvement Area						
Annual Installments Due		**1/31/2023**	**1/31/2024**	**1/31/2025**	**1/31/2026**	**1/31/2027**
Major Improvement Area Bonds						
Principal		$ 320,000	$ 345,000	$ 370,000	$ 395,000	$ 420,000
Interest		$ 1,238,425	$ 1,218,425	$ 1,196,863	$ 1,173,738	$ 1,149,050
	(1)	$ 1,558,425	$ 1,563,425	$ 1,566,863	$ 1,568,738	$ 1,569,050
Administrative Expenses	(2)	$ 44,828	$ 45,724	$ 46,639	$ 47,572	$ 48,523
Additional Interest	(3)	$ 89,450	$ 87,850	$ 86,125	$ 84,275	$ 82,300
Total Annual Installment	**(4) = (1) + (2) + (3)**	**$ 1,692,703**	**$ 1,696,999**	**$ 1,699,626**	**$ 1,700,584**	**$ 1,699,873**

Neighborhood Improvement Area #1						
Annual Installments Due		**1/31/2023**	**1/31/2024**	**1/31/2025**	**1/31/2026**	**1/31/2027**
Neighborhood Improvement Area #1-2 Bonds						
Principal		$ 75,000	$ 75,000	$ 75,000	$ 80,000	$ 80,000
Interest		$ 136,350	$ 134,475	$ 132,600	$ 130,725	$ 128,125
	(1)	$ 211,350	$ 209,475	$ 207,600	$ 210,725	$ 208,125
Administrative Expenses	(2)	$ 9,602	$ 9,794	$ 9,990	$ 10,190	$ 10,394
Additional Interest	(3)	$ 18,200	$ 17,825	$ 17,450	$ 17,075	$ 16,675
Total Annual Installment	**(4) = (1) + (2) + (3)**	**$ 239,152**	**$ 237,094**	**$ 235,040**	**$ 237,990**	**$ 235,194**

Neighborhood Improvement Area #2						
Annual Installments Due		**1/31/2023**	**1/31/2024**	**1/31/2025**	**1/31/2026**	**1/31/2027**
Neighborhood Improvement Area #1-2 Bonds						
Principal		$ 90,000	$ 95,000	$ 95,000	$ 100,000	$ 105,000
Interest		$ 196,313	$ 194,063	$ 191,688	$ 189,313	$ 186,063
	(1)	$ 286,313	$ 289,063	$ 286,688	$ 289,313	$ 291,063
Administrative Expenses	(2)	$ 13,532	$ 13,803	$ 14,079	$ 14,361	$ 14,648
Additional Interest	(3)	$ 26,000	$ 25,550	$ 25,075	$ 24,600	$ 24,100
Total Annual Installment	**(4) = (1) + (2) + (3)**	**$ 325,845**	**$ 328,415**	**$ 325,842**	**$ 328,273**	**$ 329,810**

Neighborhood Improvement Area #3						
Annual Installments Due		**1/31/2023**	**1/31/2024**	**1/31/2025**	**1/31/2026**	**1/31/2027**
Phase 3 Reimbursement Obligation						
Principal		$ 352,844	$ 143,684	$ 152,778	$ 162,326	$ 172,330
Interest		$ 522,234	$ 675,142	$ 666,521	$ 657,354	$ 647,614
	(1)	$ 875,078	$ 818,826	$ 819,298	$ 819,680	$ 819,944
Phase 4 Reimbursement Obligation						
Principal		$ 223,191	$ 90,887	$ 96,639	$ 102,679	$ 109,007
Interest		$ 330,338	$ 427,059	$ 421,606	$ 415,808	$ 409,647
	(2)	$ 553,529	$ 517,946	$ 518,245	$ 518,487	$ 518,654
Phase 5 Reimbursement Obligation						
Principal		$ 199,965	$ 81,429	$ 86,583	$ 91,994	$ 97,663
Interest		$ 295,963	$ 382,619	$ 377,733	$ 372,538	$ 367,019
	(3)	$ 495,928	$ 464,048	$ 464,316	$ 464,533	$ 464,682
Administrative Expenses	(4)	$ 30,000	$ 30,600	$ 31,212	$ 31,836	$ 32,473
Total Annual Installment	**(5) = (1) + (2) + (3) + (4)**	**$ 1,954,535**	**$ 1,831,420**	**$ 1,833,072**	**$ 1,834,536**	**$ 1,835,753**

Note: The figures shown above are estimates only and subject to change.

EXHIBIT C – SOURCES & USES OF FUNDS
MAJOR IMPROVEMENT AREA BOND

Sources of Funds	
Major Improvement Area Bond Par	$ 19,200,000
Premium	45,321
Original Landowner Contributrion	2,959,935
Total Sources	**$ 22,205,256**

Uses of Funds	
Major Improvements	$ 17,599,650
Bond Issuance Costs [a]	
Capitalized Interest	$ 1,452,556
Reserve Fund	1,647,800
Cost of Issuance	1,041,250
Underwriter's Discount	464,000
	$ 4,605,606
Total Uses	**$ 22,205,256**

[a] Includes 1st year Administrative Expenses.

EXHIBIT D - SOURCES & USES OF FUNDS
NEIGHBORHOOD IMPROVEMENT AREA #1-2 BOND

	Neighborhood Improvement Area #1	Neighborhood Improvement Area #2	Total
Sources of Funds			
Neighborhood Improvement Area #1-2 Bond Par	$ 3,870,000	$ 5,475,000	$ 9,345,000
Owner Contribution (b)	$ 5,768,304	$ 4,916,252	$ 10,684,556
Total Sources	**$ 9,638,304**	**$ 10,391,252**	**$ 20,029,556**
Uses of Funds			
Authorized Improvements			
Phase 1 Section 1 Improvements	$ 4,106,181	$ -	$ 4,106,181
Phase 1 Section 2 Improvements	4,969,058	-	4,969,058
Neighborhood Improvement Area #2 Improvements	-	9,594,667	9,594,667
	$ 9,075,239	$ 9,594,667	$ 18,669,906
Bond Issuance Costs [a]			
Capitalized Interest	$ -	$ -	$ -
Reserve Fund	281,082	397,655	678,737
Cost of Issuance	165,883	234,680	400,563
Underwriter's Discount	116,100	164,250	280,350
	$ 563,065	$ 796,585	$ 1,359,650
Total Uses	**$ 9,638,304**	**$ 10,391,252**	**$ 20,029,556**

[a] Does not include Administrative Expenses.
[b] Non reimburseable to Owner.

Note: The figures shown above are estimates only and subject to change.

EXHIBIT E – SOURCES & USES OF FUNDS
NEIGHBORHOOD IMPROVEMENT AREA #3

	Phase 3 Reimbursement Obligation	Phase 4 Reimbursement Obligation	Phase 5 Reimbursement Obligation	Total
Sources of Funds				
Phase 3 Reimbursement Obligation	$ 11,605,205	$ -	$ -	$ 11,605,205
Phase 4 Reimbursement Obligation	-	7,340,845	-	7,340,845
Phase 5 Reimbursement Obligation	-	-	6,576,950	6,576,950
Owner Contribution [a]	-	771,254	2,287,042	3,058,296
Total Sources	**$ 11,605,205**	**$ 8,112,099**	**$ 8,863,992**	**$ 28,581,296**
Uses of Funds				
Phase 3 Improvements	$ 9,671,655	$ -	$ -	$ 9,671,655
Phase 4 Improvements	-	6,889,037	-	6,889,037
Phase 5 Improvements	-	-	7,768,203	7,768,203
Debt Service Reserve Fund [b]	875,078	553,529	495,928	1,924,535
Costs of Issuance [b]	696,674	440,679	394,822	1,532,175
Underwriter's Discount [b]	348,156	220,225	197,309	765,690
Deposit to Administration Account	13,641	8,629	7,731	30,000
Total Uses	**$ 11,605,205**	**$ 8,112,099**	**$ 8,863,992**	**$ 28,581,296**

Notes:

[a] Non-reimburseable to Owner.

[b] If the Neighborhood Improvement Area #3 Bonds are not issued by December 31, 2024, the costs of the Neighborhood Improvement Area #3 Authorized Improvements shall be reduced in an amount equal to the estimated Bond Issuance Costs related to the Neighborhood Improvement Area #3 Bonds as shown on this Exhibit A. The County shall reduce the Neighborhood Improvement Area #3 Assessments on each Neighborhood Improvement Area #3 Assessed Parcel on a pro-rata basis such that the sum of the resulting Improvement Area #3 Assessments is equal to the costs of the Improvement Area #3 Improvements and the First Year Administrative Expenses allocable to Neighborhood Improvement Area #3, as shown on this Exhibit A.

EXHIBIT F - MAJOR IMPROVEMENT AREA ASSESSMENT ROLL

				Major Improvement Area Bonds	
Property ID[1]	Lot Type	Improvement Area	Note	Outstanding Special Assessment	Annual Installment Due 1/31/2023[2]
R143375	N/A	Major Improvement Area		$ 1,057,559.90	$ 100,093.90
R143374	N/A	Major Improvement Area		$ 824,617.19	$ 78,046.78
R143373	N/A	Major Improvement Area		$ 1,127,442.71	$ 106,708.03
R143372	N/A	Major Improvement Area		$ 1,164,713.54	$ 110,235.57
R143371	N/A	Major Improvement Area		$ 521,791.67	$ 49,385.53
R143367	N/A	NIA#3 Initial Parcel	[a]	$ -	$ -
R18169	N/A	Major Improvement Area	[b]	$ -	$ -
R18169	N/A	NIA#3 Initial Parcel		$ 301,622.81	$ 28,547.42
R19065	N/A	Major Improvement Area	[b]	$ -	$ -
R19065	N/A	NIA#3 Initial Parcel		$ 911,485.76	$ 86,268.56
R143364	N/A	Major Improvement Area		$ 478,305.26	$ 45,269.72
R13142	N/A	Major Improvement Area		$ 3,481,720.78	$ 329,532.98
R143365	N/A	Major Improvement Area		$ 875,864.58	$ 82,897.15
R159385	1	Neighborhood Improvement Area #1		$ 8,314.26	$ 786.91
R159386	1	Neighborhood Improvement Area #1		$ 8,314.26	$ 786.91
R159387	1	Neighborhood Improvement Area #1		$ 8,314.26	$ 786.91
R159388	1	Neighborhood Improvement Area #1		$ 8,314.26	$ 786.91
R159389	Open Space	Neighborhood Improvement Area #1		$ -	$ -
R159390	1	Neighborhood Improvement Area #1		$ 8,314.26	$ 786.91
R159391	1	Neighborhood Improvement Area #1		$ 8,314.26	$ 786.91
R159392	1	Neighborhood Improvement Area #1		$ 8,314.26	$ 786.91
R159393	1	Neighborhood Improvement Area #1		$ 8,314.26	$ 786.91
R159394	1	Neighborhood Improvement Area #1		$ 8,314.26	$ 786.91
R159395	1	Neighborhood Improvement Area #1		$ 8,314.26	$ 786.91
R159396	1	Neighborhood Improvement Area #1		$ 8,314.26	$ 786.91
R159397	1	Neighborhood Improvement Area #1		$ 8,314.26	$ 786.91
R159398	1	Neighborhood Improvement Area #1		$ 8,314.26	$ 786.91
R159399	1	Neighborhood Improvement Area #1		$ 8,314.26	$ 786.91
R159400	1	Neighborhood Improvement Area #1		$ 8,314.26	$ 786.91
R159401	1	Neighborhood Improvement Area #1		$ 8,314.26	$ 786.91
R159402	1	Neighborhood Improvement Area #1		$ 8,314.26	$ 786.91
R159403	1	Neighborhood Improvement Area #1	[a]	$ -	$ -
R159404	1	Neighborhood Improvement Area #1		$ 8,314.26	$ 786.91
R159405	2	Neighborhood Improvement Area #1		$ 10,177.81	$ 963.29
R159406	2	Neighborhood Improvement Area #1	[a]	$ -	$ -
R159407	2	Neighborhood Improvement Area #1		$ 10,177.81	$ 963.29
R159408	2	Neighborhood Improvement Area #1		$ 10,177.81	$ 963.29
R159409	2	Neighborhood Improvement Area #1		$ 10,177.81	$ 963.29
R159410	2	Neighborhood Improvement Area #1		$ 10,177.81	$ 963.29
R159411	2	Neighborhood Improvement Area #1		$ 10,177.81	$ 963.29
R159412	2	Neighborhood Improvement Area #1		$ 10,177.81	$ 963.29
R159413	2	Neighborhood Improvement Area #1		$ 10,177.81	$ 963.29
R159414	2	Neighborhood Improvement Area #1		$ 10,177.81	$ 963.29
R159415	2	Neighborhood Improvement Area #1		$ 10,177.81	$ 963.29
R159416	2	Neighborhood Improvement Area #1		$ 10,177.81	$ 963.29
R159417	Open Space	Neighborhood Improvement Area #1		$ -	$ -
R159418	2	Neighborhood Improvement Area #1		$ 10,177.81	$ 963.29
R159419	2	Neighborhood Improvement Area #1		$ 10,177.81	$ 963.29
R159420	2	Neighborhood Improvement Area #1		$ 10,177.81	$ 963.29
R159421	2	Neighborhood Improvement Area #1		$ 10,177.81	$ 963.29
R159422	2	Neighborhood Improvement Area #1		$ 10,177.81	$ 963.29
R159423	2	Neighborhood Improvement Area #1		$ 10,177.81	$ 963.29

Property ID[1]	Lot Type	Improvement Area	Note	Major Improvement Area Bonds	
				Outstanding Special Assessment	Annual Installment Due 1/31/2023[2]
R159424	2	Neighborhood Improvement Area #1		$ 10,177.81	$ 963.29
R159425	1	Neighborhood Improvement Area #1	[a]	$ -	$ -
R159426	1	Neighborhood Improvement Area #1		$ 8,314.26	$ 786.91
R159427	1	Neighborhood Improvement Area #1	[a]	$ -	$ -
R159428	1	Neighborhood Improvement Area #1		$ 8,314.26	$ 786.91
R159429	1	Neighborhood Improvement Area #1		$ 8,314.26	$ 786.91
R159430	Open Space	Neighborhood Improvement Area #1		$ -	$ -
R159431	1	Neighborhood Improvement Area #1		$ 8,314.26	$ 786.91
R159432	1	Neighborhood Improvement Area #1		$ 8,314.26	$ 786.91
R159433	1	Neighborhood Improvement Area #1		$ 8,314.26	$ 786.91
R159434	1	Neighborhood Improvement Area #1		$ 8,314.26	$ 786.91
R159435	1	Neighborhood Improvement Area #1		$ 8,314.26	$ 786.91
R159436	1	Neighborhood Improvement Area #1	[a]	$ -	$ -
R159437	1	Neighborhood Improvement Area #1		$ 8,314.26	$ 786.91
R159438	1	Neighborhood Improvement Area #1		$ 8,314.26	$ 786.91
R159439	1	Neighborhood Improvement Area #1		$ 8,314.26	$ 786.91
R159440	1	Neighborhood Improvement Area #1		$ 8,314.26	$ 786.91
R159441	1	Neighborhood Improvement Area #1		$ 8,314.26	$ 786.91
R159442	1	Neighborhood Improvement Area #1		$ 8,314.26	$ 786.91
R159443	1	Neighborhood Improvement Area #1		$ 8,314.26	$ 786.91
R159444	1	Neighborhood Improvement Area #1		$ 8,314.26	$ 786.91
R159445	1	Neighborhood Improvement Area #1		$ 8,314.26	$ 786.91
R159446	1	Neighborhood Improvement Area #1		$ 8,314.26	$ 786.91
R159447	1	Neighborhood Improvement Area #1		$ 8,314.26	$ 786.91
R159448	1	Neighborhood Improvement Area #1		$ 8,314.26	$ 786.91
R159449	1	Neighborhood Improvement Area #1		$ 8,314.26	$ 786.91
R159450	1	Neighborhood Improvement Area #1		$ 8,314.26	$ 786.91
R159451	Open Space	Neighborhood Improvement Area #1		$ -	$ -
R159452	2	Neighborhood Improvement Area #1		$ 10,177.81	$ 963.29
R159453	2	Neighborhood Improvement Area #1		$ 10,177.81	$ 963.29
R159454	2	Neighborhood Improvement Area #1		$ 10,177.81	$ 963.29
R159455	2	Neighborhood Improvement Area #1		$ 10,177.81	$ 963.29
R159456	2	Neighborhood Improvement Area #1		$ 10,177.81	$ 963.29
R159457	2	Neighborhood Improvement Area #1		$ 10,177.81	$ 963.29
R159458	2	Neighborhood Improvement Area #1		$ 10,177.81	$ 963.29
R159459	2	Neighborhood Improvement Area #1		$ 10,177.81	$ 963.29
R159460	2	Neighborhood Improvement Area #1	[a]	$ -	$ -
R159461	2	Neighborhood Improvement Area #1		$ 10,177.81	$ 963.29
R159462	2	Neighborhood Improvement Area #1		$ 10,177.81	$ 963.29
R159463	1	Neighborhood Improvement Area #1		$ 8,314.26	$ 786.91
R159464	1	Neighborhood Improvement Area #1		$ 8,314.26	$ 786.91
R159465	1	Neighborhood Improvement Area #1		$ 8,314.26	$ 786.91
R159466	1	Neighborhood Improvement Area #1		$ 8,314.26	$ 786.91
R159467	1	Neighborhood Improvement Area #1		$ 8,314.26	$ 786.91
R159468	1	Neighborhood Improvement Area #1		$ 8,314.26	$ 786.91
R159469	1	Neighborhood Improvement Area #1		$ 8,314.26	$ 786.91
R159470	1	Neighborhood Improvement Area #1		$ 8,314.26	$ 786.91
R159471	Open Space	Neighborhood Improvement Area #1		$ -	$ -
R159472	2	Neighborhood Improvement Area #1		$ 10,177.81	$ 963.29
R159473	2	Neighborhood Improvement Area #1		$ 10,177.81	$ 963.29

Property ID[1]	Lot Type	Improvement Area	Note	Major Improvement Area Bonds	
				Outstanding Special Assessment	Annual Installment Due 1/31/2023[2]
R159474	2	Neighborhood Improvement Area #1		$ 10,177.81	$ 963.29
R159475	2	Neighborhood Improvement Area #1		$ 10,177.81	$ 963.29
R159476	2	Neighborhood Improvement Area #1		$ 10,177.81	$ 963.29
R159477	2	Neighborhood Improvement Area #1		$ 10,177.81	$ 963.29
R159478	2	Neighborhood Improvement Area #1		$ 10,177.81	$ 963.29
R159479	2	Neighborhood Improvement Area #1		$ 10,177.81	$ 963.29
R159480	2	Neighborhood Improvement Area #1		$ 10,177.81	$ 963.29
R159481	Open Space	Neighborhood Improvement Area #1		$ -	$ -
R159482	1	Neighborhood Improvement Area #1		$ 8,314.26	$ 786.91
R159483	1	Neighborhood Improvement Area #1		$ 8,314.26	$ 786.91
R159484	1	Neighborhood Improvement Area #1		$ 8,314.26	$ 786.91
R159485	1	Neighborhood Improvement Area #1		$ 8,314.26	$ 786.91
R159486	1	Neighborhood Improvement Area #1		$ 8,314.26	$ 786.91
R159487	1	Neighborhood Improvement Area #1		$ 8,314.26	$ 786.91
R159488	1	Neighborhood Improvement Area #1		$ 8,314.26	$ 786.91
R159489	1	Neighborhood Improvement Area #1		$ 8,314.26	$ 786.91
R159490	1	Neighborhood Improvement Area #1		$ 8,314.26	$ 786.91
R159491	1	Neighborhood Improvement Area #1		$ 8,314.26	$ 786.91
R159492	1	Neighborhood Improvement Area #1		$ 8,314.26	$ 786.91
R159493	1	Neighborhood Improvement Area #1		$ 8,314.26	$ 786.91
R159494	1	Neighborhood Improvement Area #1		$ 8,314.26	$ 786.91
R159495	2	Neighborhood Improvement Area #1		$ 10,177.81	$ 963.29
R159496	2	Neighborhood Improvement Area #1		$ 10,177.81	$ 963.29
R159497	2	Neighborhood Improvement Area #1		$ 10,177.81	$ 963.29
R159498	2	Neighborhood Improvement Area #1		$ 10,177.81	$ 963.29
R159499	2	Neighborhood Improvement Area #1		$ 10,177.81	$ 963.29
R159500	2	Neighborhood Improvement Area #1		$ 10,177.81	$ 963.29
R159501	2	Neighborhood Improvement Area #1		$ 10,177.81	$ 963.29
R159502	2	Neighborhood Improvement Area #1		$ 10,177.81	$ 963.29
R159503	2	Neighborhood Improvement Area #1		$ 10,177.81	$ 963.29
R159504	2	Neighborhood Improvement Area #1		$ 10,177.81	$ 963.29
R159505	2	Neighborhood Improvement Area #1		$ 10,177.81	$ 963.29
R159506	2	Neighborhood Improvement Area #1		$ 10,177.81	$ 963.29
R159507	2	Neighborhood Improvement Area #1		$ 10,177.81	$ 963.29
R159508	2	Neighborhood Improvement Area #1		$ 10,177.81	$ 963.29
R159509	2	Neighborhood Improvement Area #1		$ 10,177.81	$ 963.29
R159510	2	Neighborhood Improvement Area #1		$ 10,177.81	$ 963.29
R159511	2	Neighborhood Improvement Area #1		$ 10,177.81	$ 963.29
R159512	2	Neighborhood Improvement Area #1		$ 10,177.81	$ 963.29
R159513	2	Neighborhood Improvement Area #1		$ 10,177.81	$ 963.29
R159514	2	Neighborhood Improvement Area #1		$ 10,177.81	$ 963.29
R159515	2	Neighborhood Improvement Area #1		$ 10,177.81	$ 963.29
R159516	2	Neighborhood Improvement Area #1		$ 10,177.81	$ 963.29
R159517	2	Neighborhood Improvement Area #1		$ 10,177.81	$ 963.29
R159518	2	Neighborhood Improvement Area #1		$ 10,177.81	$ 963.29
R159519	2	Neighborhood Improvement Area #1		$ 10,177.81	$ 963.29
R159520	2	Neighborhood Improvement Area #1		$ 10,177.81	$ 963.29
R159521	Open Space	Neighborhood Improvement Area #1		$ -	$ -
R159522	Open Space	Neighborhood Improvement Area #1		$ -	$ -
R159523	Open Space	Neighborhood Improvement Area #1		$ -	$ -

Property ID[1]	Lot Type	Improvement Area	Note	Major Improvement Area Bonds	
				Outstanding Special Assessment	Annual Installment Due 1/31/2023[2]
R159524	Open Space	Neighborhood Improvement Area #1		$ -	$ -
R168481	3	Neighborhood Improvement Area #1		$ 9,632.56	$ 911.69
R168482	3	Neighborhood Improvement Area #1		$ 9,632.56	$ 911.69
R168483	3	Neighborhood Improvement Area #1		$ 9,632.56	$ 911.69
R168484	3	Neighborhood Improvement Area #1		$ 9,632.56	$ 911.69
R168485	3	Neighborhood Improvement Area #1		$ 9,632.56	$ 911.69
R168486	Open Space	Neighborhood Improvement Area #1		$ -	$ -
R168487	3	Neighborhood Improvement Area #1		$ 9,632.56	$ 911.69
R168488	3	Neighborhood Improvement Area #1		$ 9,632.56	$ 911.69
R168489	3	Neighborhood Improvement Area #1		$ 9,632.56	$ 911.69
R168490	3	Neighborhood Improvement Area #1		$ 9,632.56	$ 911.69
R168491	3	Neighborhood Improvement Area #1		$ 9,632.56	$ 911.69
R168492	3	Neighborhood Improvement Area #1		$ 9,632.56	$ 911.69
R168493	Open Space	Neighborhood Improvement Area #1		$ -	$ -
R168494	3	Neighborhood Improvement Area #1		$ 9,632.56	$ 911.69
R168495	3	Neighborhood Improvement Area #1		$ 9,632.56	$ 911.69
R168496	3	Neighborhood Improvement Area #1		$ 9,632.56	$ 911.69
R168497	3	Neighborhood Improvement Area #1		$ 9,632.56	$ 911.69
R168498	3	Neighborhood Improvement Area #1		$ 9,632.56	$ 911.69
R168499	3	Neighborhood Improvement Area #1		$ 9,632.56	$ 911.69
R168500	3	Neighborhood Improvement Area #1		$ 9,632.56	$ 911.69
R168501	3	Neighborhood Improvement Area #1		$ 9,632.56	$ 911.69
R168502	3	Neighborhood Improvement Area #1		$ 9,632.56	$ 911.69
R168503	3	Neighborhood Improvement Area #1		$ 9,632.56	$ 911.69
R168504	Open Space	Neighborhood Improvement Area #1		$ -	$ -
R168505	3	Neighborhood Improvement Area #1		$ 9,632.56	$ 911.69
R168506	3	Neighborhood Improvement Area #1		$ 9,632.56	$ 911.69
R168507	3	Neighborhood Improvement Area #1		$ 9,632.56	$ 911.69
R168508	3	Neighborhood Improvement Area #1		$ 9,632.56	$ 911.69
R168509	3	Neighborhood Improvement Area #1		$ 9,632.56	$ 911.69
R168510	3	Neighborhood Improvement Area #1		$ 9,632.56	$ 911.69
R168511	3	Neighborhood Improvement Area #1		$ 9,632.56	$ 911.69
R168512	3	Neighborhood Improvement Area #1		$ 9,632.56	$ 911.69
R168513	3	Neighborhood Improvement Area #1		$ 9,632.56	$ 911.69
R168514	3	Neighborhood Improvement Area #1		$ 9,632.56	$ 911.69
R168515	3	Neighborhood Improvement Area #1		$ 9,632.56	$ 911.69
R168516	3	Neighborhood Improvement Area #1		$ 9,632.56	$ 911.69
R168517	3	Neighborhood Improvement Area #1		$ 9,632.56	$ 911.69
R168518	3	Neighborhood Improvement Area #1		$ 9,632.56	$ 911.69
R168519	3	Neighborhood Improvement Area #1		$ 9,632.56	$ 911.69
R168520	3	Neighborhood Improvement Area #1		$ 9,632.56	$ 911.69
R168521	3	Neighborhood Improvement Area #1		$ 9,632.56	$ 911.69
R168522	3	Neighborhood Improvement Area #1		$ 9,632.56	$ 911.69
R168523	3	Neighborhood Improvement Area #1		$ 9,632.56	$ 911.69
R168524	3	Neighborhood Improvement Area #1		$ 9,632.56	$ 911.69
R168525	3	Neighborhood Improvement Area #1		$ 9,632.56	$ 911.69
R168526	Open Space	Neighborhood Improvement Area #1		$ -	$ -
R168527	3	Neighborhood Improvement Area #1		$ 9,632.56	$ 911.69
R168528	3	Neighborhood Improvement Area #1		$ 9,632.56	$ 911.69
R168529	3	Neighborhood Improvement Area #1		$ 9,632.56	$ 911.69

Property ID[1]	Lot Type	Improvement Area	Note	Major Improvement Area Bonds	
				Outstanding Special Assessment	Annual Installment Due 1/31/2023[2]
R168530	3	Neighborhood Improvement Area #1		$ 9,632.56	$ 911.69
R168531	3	Neighborhood Improvement Area #1		$ 9,632.56	$ 911.69
R168532	3	Neighborhood Improvement Area #1		$ 9,632.56	$ 911.69
R168533	3	Neighborhood Improvement Area #1		$ 9,632.56	$ 911.69
R168534	3	Neighborhood Improvement Area #1		$ 9,632.56	$ 911.69
R168535	3	Neighborhood Improvement Area #1		$ 9,632.56	$ 911.69
R168536	3	Neighborhood Improvement Area #1		$ 9,632.56	$ 911.69
R168537	3	Neighborhood Improvement Area #1		$ 9,632.56	$ 911.69
R168538	3	Neighborhood Improvement Area #1		$ 9,632.56	$ 911.69
R168539	3	Neighborhood Improvement Area #1		$ 9,632.56	$ 911.69
R168540	3	Neighborhood Improvement Area #1		$ 9,632.56	$ 911.69
R168541	Open Space	Neighborhood Improvement Area #1		$ -	$ -
R168542	3	Neighborhood Improvement Area #1		$ 9,632.56	$ 911.69
R168543	3	Neighborhood Improvement Area #1		$ 9,632.56	$ 911.69
R168544	3	Neighborhood Improvement Area #1		$ 9,632.56	$ 911.69
R168545	3	Neighborhood Improvement Area #1		$ 9,632.56	$ 911.69
R168546	3	Neighborhood Improvement Area #1		$ 9,632.56	$ 911.69
R168547	3	Neighborhood Improvement Area #1		$ 9,632.56	$ 911.69
R168548	3	Neighborhood Improvement Area #1		$ 9,632.56	$ 911.69
R168549	3	Neighborhood Improvement Area #1		$ 9,632.56	$ 911.69
R168550	3	Neighborhood Improvement Area #1		$ 9,632.56	$ 911.69
R168551	3	Neighborhood Improvement Area #1		$ 9,632.56	$ 911.69
R168552	3	Neighborhood Improvement Area #1		$ 9,632.56	$ 911.69
R168553	3	Neighborhood Improvement Area #1		$ 9,632.56	$ 911.69
R168554	3	Neighborhood Improvement Area #1		$ 9,632.56	$ 911.69
R168555	3	Neighborhood Improvement Area #1		$ 9,632.56	$ 911.69
R168556	3	Neighborhood Improvement Area #1		$ 9,632.56	$ 911.69
R168557	3	Neighborhood Improvement Area #1		$ 9,632.56	$ 911.69
R168558	3	Neighborhood Improvement Area #1		$ 9,632.56	$ 911.69
R168559	3	Neighborhood Improvement Area #1		$ 9,632.56	$ 911.69
R168560	3	Neighborhood Improvement Area #1		$ 9,632.56	$ 911.69
R168561	3	Neighborhood Improvement Area #1		$ 9,632.56	$ 911.69
R168562	3	Neighborhood Improvement Area #1		$ 9,632.56	$ 911.69
R168563	4	Neighborhood Improvement Area #1		$ 11,025.22	$ 1,043.49
R168564	4	Neighborhood Improvement Area #1		$ 11,025.22	$ 1,043.49
R168565	4	Neighborhood Improvement Area #1		$ 11,025.22	$ 1,043.49
R168566	Open Space	Neighborhood Improvement Area #1		$ -	$ -
R168567	4	Neighborhood Improvement Area #1		$ 11,025.22	$ 1,043.49
R168568	4	Neighborhood Improvement Area #1		$ 11,025.22	$ 1,043.49
R168569	4	Neighborhood Improvement Area #1		$ 11,025.22	$ 1,043.49
R168570	4	Neighborhood Improvement Area #1		$ 11,025.22	$ 1,043.49
R168571	4	Neighborhood Improvement Area #1		$ 11,025.22	$ 1,043.49
R168572	4	Neighborhood Improvement Area #1		$ 11,025.22	$ 1,043.49
R168573	4	Neighborhood Improvement Area #1		$ 11,025.22	$ 1,043.49
R168574	4	Neighborhood Improvement Area #1		$ 11,025.22	$ 1,043.49
R168575	4	Neighborhood Improvement Area #1		$ 11,025.22	$ 1,043.49
R168576	4	Neighborhood Improvement Area #1		$ 11,025.22	$ 1,043.49
R168577	4	Neighborhood Improvement Area #1		$ 11,025.22	$ 1,043.49
R168578	4	Neighborhood Improvement Area #1		$ 11,025.22	$ 1,043.49
R168579	4	Neighborhood Improvement Area #1		$ 11,025.22	$ 1,043.49

Property ID[1]	Lot Type	Improvement Area	Note	Major Improvement Area Bonds	
				Outstanding Special Assessment	Annual Installment Due 1/31/2023[2]
R168580	Open Space	Neighborhood Improvement Area #1		$ -	$ -
R168581	4	Neighborhood Improvement Area #1		$ 11,025.22	$ 1,043.49
R168582	4	Neighborhood Improvement Area #1		$ 11,025.22	$ 1,043.49
R168583	4	Neighborhood Improvement Area #1		$ 11,025.22	$ 1,043.49
R168584	4	Neighborhood Improvement Area #1		$ 11,025.22	$ 1,043.49
R168585	4	Neighborhood Improvement Area #1		$ 11,025.22	$ 1,043.49
R168586	4	Neighborhood Improvement Area #1		$ 11,025.22	$ 1,043.49
R168587	4	Neighborhood Improvement Area #1		$ 11,025.22	$ 1,043.49
R168588	4	Neighborhood Improvement Area #1		$ 11,025.22	$ 1,043.49
R171279	5	Neighborhood Improvement Area #2		$ 6,274.62	$ 593.87
R171280	5	Neighborhood Improvement Area #2		$ 6,274.62	$ 593.87
R171281	6	Neighborhood Improvement Area #2		$ 7,681.00	$ 726.97
R171282	6	Neighborhood Improvement Area #2		$ 7,681.00	$ 726.97
R171283	5	Neighborhood Improvement Area #2		$ 6,274.62	$ 593.87
R171284	5	Neighborhood Improvement Area #2		$ 6,274.62	$ 593.87
R171285	5	Neighborhood Improvement Area #2		$ 6,274.62	$ 593.87
R171286	5	Neighborhood Improvement Area #2		$ 6,274.62	$ 593.87
R171287	5	Neighborhood Improvement Area #2		$ 6,274.62	$ 593.87
R171288	5	Neighborhood Improvement Area #2		$ 6,274.62	$ 593.87
R171289	5	Neighborhood Improvement Area #2		$ 6,274.62	$ 593.87
R171290	5	Neighborhood Improvement Area #2		$ 6,274.62	$ 593.87
R171291	5	Neighborhood Improvement Area #2		$ 6,274.62	$ 593.87
R171292	5	Neighborhood Improvement Area #2		$ 6,274.62	$ 593.87
R171293	5	Neighborhood Improvement Area #2		$ 6,274.62	$ 593.87
R171294	5	Neighborhood Improvement Area #2		$ 6,274.62	$ 593.87
R171295	5	Neighborhood Improvement Area #2		$ 6,274.62	$ 593.87
R171296	5	Neighborhood Improvement Area #2		$ 6,274.62	$ 593.87
R171297	5	Neighborhood Improvement Area #2		$ 6,274.62	$ 593.87
R171298	5	Neighborhood Improvement Area #2		$ 6,274.62	$ 593.87
R171299	5	Neighborhood Improvement Area #2		$ 6,274.62	$ 593.87
R171300	5	Neighborhood Improvement Area #2		$ 6,274.62	$ 593.87
R171301	5	Neighborhood Improvement Area #2		$ 6,274.62	$ 593.87
R171302	5	Neighborhood Improvement Area #2		$ 6,274.62	$ 593.87
R171303	5	Neighborhood Improvement Area #2		$ 6,274.62	$ 593.87
R171304	5	Neighborhood Improvement Area #2		$ 6,274.62	$ 593.87
R171305	5	Neighborhood Improvement Area #2		$ 6,274.62	$ 593.87
R171306	Open Space	Neighborhood Improvement Area #2		$ -	$ -
R171307	5	Neighborhood Improvement Area #2		$ 6,274.62	$ 593.87
R171308	5	Neighborhood Improvement Area #2		$ 6,274.62	$ 593.87
R171309	5	Neighborhood Improvement Area #2		$ 6,274.62	$ 593.87
R171310	5	Neighborhood Improvement Area #2		$ 6,274.62	$ 593.87
R171311	5	Neighborhood Improvement Area #2		$ 6,274.62	$ 593.87
R171312	5	Neighborhood Improvement Area #2		$ 6,274.62	$ 593.87
R171313	5	Neighborhood Improvement Area #2		$ 6,274.62	$ 593.87
R171314	5	Neighborhood Improvement Area #2		$ 6,274.62	$ 593.87
R171315	5	Neighborhood Improvement Area #2		$ 6,274.62	$ 593.87
R171316	5	Neighborhood Improvement Area #2		$ 6,274.62	$ 593.87
R171317	5	Neighborhood Improvement Area #2		$ 6,274.62	$ 593.87
R171318	5	Neighborhood Improvement Area #2		$ 6,274.62	$ 593.87
R171319	5	Neighborhood Improvement Area #2		$ 6,274.62	$ 593.87

Property ID[1]	Lot Type	Improvement Area	Note	Major Improvement Area Bonds	
				Outstanding Special Assessment	Annual Installment Due 1/31/2023[2]
R171320	5	Neighborhood Improvement Area #2		$ 6,274.62	$ 593.87
R171321	5	Neighborhood Improvement Area #2		$ 6,274.62	$ 593.87
R171322	5	Neighborhood Improvement Area #2		$ 6,274.62	$ 593.87
R171323	5	Neighborhood Improvement Area #2		$ 6,274.62	$ 593.87
R171324	5	Neighborhood Improvement Area #2		$ 6,274.62	$ 593.87
R171325	5	Neighborhood Improvement Area #2		$ 6,274.62	$ 593.87
R171326	5	Neighborhood Improvement Area #2		$ 6,274.62	$ 593.87
R171327	5	Neighborhood Improvement Area #2		$ 6,274.62	$ 593.87
R171328	5	Neighborhood Improvement Area #2		$ 6,274.62	$ 593.87
R171329	5	Neighborhood Improvement Area #2		$ 6,274.62	$ 593.87
R171330	5	Neighborhood Improvement Area #2		$ 6,274.62	$ 593.87
R171331	5	Neighborhood Improvement Area #2		$ 6,274.62	$ 593.87
R171332	5	Neighborhood Improvement Area #2		$ 6,274.62	$ 593.87
R171333	5	Neighborhood Improvement Area #2		$ 6,274.62	$ 593.87
R171334	5	Neighborhood Improvement Area #2		$ 6,274.62	$ 593.87
R171335	5	Neighborhood Improvement Area #2		$ 6,274.62	$ 593.87
R171336	5	Neighborhood Improvement Area #2		$ 6,274.62	$ 593.87
R171337	5	Neighborhood Improvement Area #2		$ 6,274.62	$ 593.87
R171338	7	Neighborhood Improvement Area #2		$ 8,979.20	$ 849.84
R171339	7	Neighborhood Improvement Area #2		$ 8,979.20	$ 849.84
R171340	5	Neighborhood Improvement Area #2		$ 6,274.62	$ 593.87
R171341	Open Space	Neighborhood Improvement Area #2		$ -	$ -
R171342	5	Neighborhood Improvement Area #2		$ 6,274.62	$ 593.87
R171343	5	Neighborhood Improvement Area #2		$ 6,274.62	$ 593.87
R171344	5	Neighborhood Improvement Area #2		$ 6,274.62	$ 593.87
R171345	5	Neighborhood Improvement Area #2		$ 6,274.62	$ 593.87
R171346	5	Neighborhood Improvement Area #2		$ 6,274.62	$ 593.87
R171347	5	Neighborhood Improvement Area #2		$ 6,274.62	$ 593.87
R171348	5	Neighborhood Improvement Area #2		$ 6,274.62	$ 593.87
R171349	5	Neighborhood Improvement Area #2		$ 6,274.62	$ 593.87
R171350	5	Neighborhood Improvement Area #2		$ 6,274.62	$ 593.87
R171351	5	Neighborhood Improvement Area #2		$ 6,274.62	$ 593.87
R171352	5	Neighborhood Improvement Area #2		$ 6,274.62	$ 593.87
R171353	5	Neighborhood Improvement Area #2		$ 6,274.62	$ 593.87
R171354	5	Neighborhood Improvement Area #2		$ 6,274.62	$ 593.87
R171355	5	Neighborhood Improvement Area #2		$ 6,274.62	$ 593.87
R171356	5	Neighborhood Improvement Area #2		$ 6,274.62	$ 593.87
R171357	5	Neighborhood Improvement Area #2		$ 6,274.62	$ 593.87
R171358	5	Neighborhood Improvement Area #2		$ 6,274.62	$ 593.87
R171359	5	Neighborhood Improvement Area #2		$ 6,274.62	$ 593.87
R171360	5	Neighborhood Improvement Area #2		$ 6,274.62	$ 593.87
R171361	5	Neighborhood Improvement Area #2		$ 6,274.62	$ 593.87
R171362	5	Neighborhood Improvement Area #2	[a]	$ -	$ -
R171363	5	Neighborhood Improvement Area #2		$ 6,274.62	$ 593.87
R171364	5	Neighborhood Improvement Area #2		$ 6,274.62	$ 593.87
R171365	5	Neighborhood Improvement Area #2		$ 6,274.62	$ 593.87
R171366	5	Neighborhood Improvement Area #2		$ 6,274.62	$ 593.87
R171367	5	Neighborhood Improvement Area #2		$ 6,274.62	$ 593.87
R171368	5	Neighborhood Improvement Area #2		$ 6,274.62	$ 593.87
R171369	5	Neighborhood Improvement Area #2		$ 6,274.62	$ 593.87

Property ID[1]	Lot Type	Improvement Area	Note	Major Improvement Area Bonds	
				Outstanding Special Assessment	Annual Installment Due 1/31/2023[2]
R171370	5	Neighborhood Improvement Area #2		$ 6,274.62	$ 593.87
R171371	5	Neighborhood Improvement Area #2		$ 6,274.62	$ 593.87
R171372	5	Neighborhood Improvement Area #2		$ 6,274.62	$ 593.87
R171373	5	Neighborhood Improvement Area #2		$ 6,274.62	$ 593.87
R171374	5	Neighborhood Improvement Area #2		$ 6,274.62	$ 593.87
R171375	5	Neighborhood Improvement Area #2		$ 6,274.62	$ 593.87
R171376	5	Neighborhood Improvement Area #2		$ 6,274.62	$ 593.87
R171377	5	Neighborhood Improvement Area #2		$ 6,274.62	$ 593.87
R171378	5	Neighborhood Improvement Area #2		$ 6,274.62	$ 593.87
R171379	5	Neighborhood Improvement Area #2		$ 6,274.62	$ 593.87
R171380	5	Neighborhood Improvement Area #2		$ 6,274.62	$ 593.87
R171381	5	Neighborhood Improvement Area #2		$ 6,274.62	$ 593.87
R171382	5	Neighborhood Improvement Area #2		$ 6,274.62	$ 593.87
R171383	5	Neighborhood Improvement Area #2		$ 6,274.62	$ 593.87
R171384	5	Neighborhood Improvement Area #2		$ 6,274.62	$ 593.87
R171385	5	Neighborhood Improvement Area #2		$ 6,274.62	$ 593.87
R171386	5	Neighborhood Improvement Area #2		$ 6,274.62	$ 593.87
R171387	5	Neighborhood Improvement Area #2		$ 6,274.62	$ 593.87
R171388	5	Neighborhood Improvement Area #2		$ 6,274.62	$ 593.87
R171389	5	Neighborhood Improvement Area #2		$ 6,274.62	$ 593.87
R171390	5	Neighborhood Improvement Area #2		$ 6,274.62	$ 593.87
R171391	5	Neighborhood Improvement Area #2		$ 6,274.62	$ 593.87
R171392	Open Space	Neighborhood Improvement Area #2		$ -	$ -
R171393	5	Neighborhood Improvement Area #2		$ 6,274.62	$ 593.87
R171394	5	Neighborhood Improvement Area #2		$ 6,274.62	$ 593.87
R171395	5	Neighborhood Improvement Area #2		$ 6,274.62	$ 593.87
R171396	5	Neighborhood Improvement Area #2		$ 6,274.62	$ 593.87
R171397	5	Neighborhood Improvement Area #2		$ 6,274.62	$ 593.87
R171398	5	Neighborhood Improvement Area #2		$ 6,274.62	$ 593.87
R171399	5	Neighborhood Improvement Area #2		$ 6,274.62	$ 593.87
R171400	5	Neighborhood Improvement Area #2		$ 6,274.62	$ 593.87
R171401	5	Neighborhood Improvement Area #2		$ 6,274.62	$ 593.87
R171402	5	Neighborhood Improvement Area #2		$ 6,274.62	$ 593.87
R171403	5	Neighborhood Improvement Area #2		$ 6,274.62	$ 593.87
R171404	5	Neighborhood Improvement Area #2		$ 6,274.62	$ 593.87
R171405	5	Neighborhood Improvement Area #2		$ 6,274.62	$ 593.87
R171406	5	Neighborhood Improvement Area #2		$ 6,274.62	$ 593.87
R171407	5	Neighborhood Improvement Area #2		$ 6,274.62	$ 593.87
R171408	5	Neighborhood Improvement Area #2		$ 6,274.62	$ 593.87
R171409	5	Neighborhood Improvement Area #2		$ 6,274.62	$ 593.87
R171410	Open Space	Neighborhood Improvement Area #2		$ -	$ -
R174877	6	Neighborhood Improvement Area #2		$ 7,681.00	$ 726.97
R174878	6	Neighborhood Improvement Area #2		$ 7,681.00	$ 726.97
R174879	6	Neighborhood Improvement Area #2		$ 7,681.00	$ 726.97
R174880	6	Neighborhood Improvement Area #2		$ 7,681.00	$ 726.97
R174881	6	Neighborhood Improvement Area #2		$ 7,681.00	$ 726.97
R174882	6	Neighborhood Improvement Area #2		$ 7,681.00	$ 726.97
R174883	6	Neighborhood Improvement Area #2		$ 7,681.00	$ 726.97
R174884	6	Neighborhood Improvement Area #2		$ 7,681.00	$ 726.97
R174885	6	Neighborhood Improvement Area #2		$ 7,681.00	$ 726.97

Property ID[1]	Lot Type	Improvement Area	Note	Major Improvement Area Bonds	
				Outstanding Special Assessment	Annual Installment Due 1/31/2023[2]
R174886	6	Neighborhood Improvement Area #2	[a]	$ -	$ -
R174887	6	Neighborhood Improvement Area #2		$ 7,681.00	$ 726.97
R174888	6	Neighborhood Improvement Area #2		$ 7,681.00	$ 726.97
R174889	6	Neighborhood Improvement Area #2		$ 7,681.00	$ 726.97
R174890	6	Neighborhood Improvement Area #2		$ 7,681.00	$ 726.97
R174891	6	Neighborhood Improvement Area #2		$ 7,681.00	$ 726.97
R174892	6	Neighborhood Improvement Area #2		$ 7,681.00	$ 726.97
R174893	6	Neighborhood Improvement Area #2		$ 7,681.00	$ 726.97
R174894	6	Neighborhood Improvement Area #2		$ 7,681.00	$ 726.97
R174895	6	Neighborhood Improvement Area #2		$ 7,681.00	$ 726.97
R174896	6	Neighborhood Improvement Area #2		$ 7,681.00	$ 726.97
R174897	6	Neighborhood Improvement Area #2		$ 7,681.00	$ 726.97
R174898	6	Neighborhood Improvement Area #2		$ 7,681.00	$ 726.97
R174899	6	Neighborhood Improvement Area #2		$ 7,681.00	$ 726.97
R174900	6	Neighborhood Improvement Area #2		$ 7,681.00	$ 726.97
R174901	6	Neighborhood Improvement Area #2		$ 7,681.00	$ 726.97
R174902	6	Neighborhood Improvement Area #2		$ 7,681.00	$ 726.97
R174903	6	Neighborhood Improvement Area #2		$ 7,681.00	$ 726.97
R174904	6	Neighborhood Improvement Area #2		$ 7,681.00	$ 726.97
R174905	6	Neighborhood Improvement Area #2		$ 7,681.00	$ 726.97
R174906	6	Neighborhood Improvement Area #2		$ 7,681.00	$ 726.97
R174907	6	Neighborhood Improvement Area #2		$ 7,681.00	$ 726.97
R174908	6	Neighborhood Improvement Area #2		$ 7,681.00	$ 726.97
R174909	6	Neighborhood Improvement Area #2		$ 7,681.00	$ 726.97
R174910	6	Neighborhood Improvement Area #2		$ 7,681.00	$ 726.97
R174911	6	Neighborhood Improvement Area #2		$ 7,681.00	$ 726.97
R174912	6	Neighborhood Improvement Area #2		$ 7,681.00	$ 726.97
R174913	6	Neighborhood Improvement Area #2		$ 7,681.00	$ 726.97
R174914	6	Neighborhood Improvement Area #2		$ 7,681.00	$ 726.97
R174915	6	Neighborhood Improvement Area #2		$ 7,681.00	$ 726.97
R174916	6	Neighborhood Improvement Area #2		$ 7,681.00	$ 726.97
R174917	6	Neighborhood Improvement Area #2		$ 7,681.00	$ 726.97
R174918	6	Neighborhood Improvement Area #2		$ 7,681.00	$ 726.97
R174919	6	Neighborhood Improvement Area #2		$ 7,681.00	$ 726.97
R174920	6	Neighborhood Improvement Area #2		$ 7,681.00	$ 726.97
R174921	6	Neighborhood Improvement Area #2		$ 7,681.00	$ 726.97
R174922	6	Neighborhood Improvement Area #2		$ 7,681.00	$ 726.97
R174923	6	Neighborhood Improvement Area #2		$ 7,681.00	$ 726.97
R174924	6	Neighborhood Improvement Area #2		$ 7,681.00	$ 726.97
R174925	6	Neighborhood Improvement Area #2		$ 7,681.00	$ 726.97
R174926	6	Neighborhood Improvement Area #2		$ 7,681.00	$ 726.97
R174927	6	Neighborhood Improvement Area #2		$ 7,681.00	$ 726.97
R174928	6	Neighborhood Improvement Area #2		$ 7,681.00	$ 726.97
R174929	6	Neighborhood Improvement Area #2		$ 7,681.00	$ 726.97
R174930	6	Neighborhood Improvement Area #2		$ 7,681.00	$ 726.97
R174931	6	Neighborhood Improvement Area #2		$ 7,681.00	$ 726.97
R174932	6	Neighborhood Improvement Area #2		$ 7,681.00	$ 726.97
R174933	6	Neighborhood Improvement Area #2		$ 7,681.00	$ 726.97
R174934	6	Neighborhood Improvement Area #2		$ 7,681.00	$ 726.97
R174935	6	Neighborhood Improvement Area #2		$ 7,681.00	$ 726.97

				Major Improvement Area Bonds	
Property ID[1]	Lot Type	Improvement Area	Note	Outstanding Special Assessment	Annual Installment Due 1/31/2023[2]
R174936	6	Neighborhood Improvement Area #2		$ 7,681.00	$ 726.97
R174937	6	Neighborhood Improvement Area #2		$ 7,681.00	$ 726.97
R174938	6	Neighborhood Improvement Area #2		$ 7,681.00	$ 726.97
R174939	6	Neighborhood Improvement Area #2		$ 7,681.00	$ 726.97
R174940	6	Neighborhood Improvement Area #2		$ 7,681.00	$ 726.97
R174941	6	Neighborhood Improvement Area #2		$ 7,681.00	$ 726.97
R174942	6	Neighborhood Improvement Area #2		$ 7,681.00	$ 726.97
R174943	Open Space	Neighborhood Improvement Area #2		$ -	$ -
R174944	Open Space	Neighborhood Improvement Area #2		$ -	$ -
R174945	Open Space	Neighborhood Improvement Area #2		$ -	$ -
R174946	Open Space	Neighborhood Improvement Area #2		$ -	$ -
R174947	Open Space	Neighborhood Improvement Area #2		$ -	$ -
R174948	Open Space	Neighborhood Improvement Area #2		$ -	$ -
R174949	Open Space	Neighborhood Improvement Area #2		$ -	$ -
R174950	6	Neighborhood Improvement Area #2		$ 7,681.00	$ 726.97
R174951	6	Neighborhood Improvement Area #2		$ 7,681.00	$ 726.97
R174952	6	Neighborhood Improvement Area #2		$ 7,681.00	$ 726.97
R174953	6	Neighborhood Improvement Area #2		$ 7,681.00	$ 726.97
R174954	6	Neighborhood Improvement Area #2		$ 7,681.00	$ 726.97
R174955	6	Neighborhood Improvement Area #2		$ 7,681.00	$ 726.97
R174956	6	Neighborhood Improvement Area #2		$ 7,681.00	$ 726.97
R174957	6	Neighborhood Improvement Area #2		$ 7,681.00	$ 726.97
R174958	6	Neighborhood Improvement Area #2		$ 7,681.00	$ 726.97
R174959	6	Neighborhood Improvement Area #2		$ 7,681.00	$ 726.97
R174960	6	Neighborhood Improvement Area #2		$ 7,681.00	$ 726.97
R174961	6	Neighborhood Improvement Area #2		$ 7,681.00	$ 726.97
R174962	6	Neighborhood Improvement Area #2		$ 7,681.00	$ 726.97
R174963	6	Neighborhood Improvement Area #2		$ 7,681.00	$ 726.97
R174964	6	Neighborhood Improvement Area #2		$ 7,681.00	$ 726.97
R174965	6	Neighborhood Improvement Area #2		$ 7,681.00	$ 726.97
R174966	6	Neighborhood Improvement Area #2		$ 7,681.00	$ 726.97
R174967	6	Neighborhood Improvement Area #2		$ 7,681.00	$ 726.97
R174968	6	Neighborhood Improvement Area #2		$ 7,681.00	$ 726.97
R174969	6	Neighborhood Improvement Area #2		$ 7,681.00	$ 726.97
R174970	6	Neighborhood Improvement Area #2		$ 7,681.00	$ 726.97
R174971	6	Neighborhood Improvement Area #2		$ 7,681.00	$ 726.97
R174972	6	Neighborhood Improvement Area #2		$ 7,681.00	$ 726.97
R174973	6	Neighborhood Improvement Area #2		$ 7,681.00	$ 726.97
R174974	6	Neighborhood Improvement Area #2		$ 7,681.00	$ 726.97
R174975	6	Neighborhood Improvement Area #2		$ 7,681.00	$ 726.97
R174976	6	Neighborhood Improvement Area #2		$ 7,681.00	$ 726.97
R174977	6	Neighborhood Improvement Area #2		$ 7,681.00	$ 726.97
R174978	6	Neighborhood Improvement Area #2		$ 7,681.00	$ 726.97
R174979	6	Neighborhood Improvement Area #2		$ 7,681.00	$ 726.97
R174980	6	Neighborhood Improvement Area #2		$ 7,681.00	$ 726.97
R174981	6	Neighborhood Improvement Area #2		$ 7,681.00	$ 726.97
R174982	6	Neighborhood Improvement Area #2		$ 7,681.00	$ 726.97
R174983	6	Neighborhood Improvement Area #2		$ 7,681.00	$ 726.97
R174984	6	Neighborhood Improvement Area #2		$ 7,681.00	$ 726.97
R174985	6	Neighborhood Improvement Area #2		$ 7,681.00	$ 726.97

R174986	6	Neighborhood Improvement Area #2	$	7,681.00	$ 726.97
R174987	6	Neighborhood Improvement Area #2	$	7,681.00	$ 726.97
R174988	6	Neighborhood Improvement Area #2	$	7,681.00	$ 726.97
R174989	6	Neighborhood Improvement Area #2	$	7,681.00	$ 726.97
R174990	6	Neighborhood Improvement Area #2	$	7,681.00	$ 726.97
R174991	6	Neighborhood Improvement Area #2	$	7,681.00	$ 726.97
R174992	6	Neighborhood Improvement Area #2	$	7,681.00	$ 726.97
R174993	6	Neighborhood Improvement Area #2	$	7,681.00	$ 726.97
R174994	6	Neighborhood Improvement Area #2	$	7,681.00	$ 726.97
R174995	6	Neighborhood Improvement Area #2	$	7,681.00	$ 726.97
R174996	6	Neighborhood Improvement Area #2	$	7,681.00	$ 726.97
R174997	6	Neighborhood Improvement Area #2	$	7,681.00	$ 726.97
R174998	6	Neighborhood Improvement Area #2	$	7,681.00	$ 726.97
R174999	6	Neighborhood Improvement Area #2	$	7,681.00	$ 726.97
R175000	6	Neighborhood Improvement Area #2	$	7,681.00	$ 726.97
R175001	6	Neighborhood Improvement Area #2	$	7,681.00	$ 726.97
R175002	6	Neighborhood Improvement Area #2	$	7,681.00	$ 726.97
R175003	6	Neighborhood Improvement Area #2	$	7,681.00	$ 726.97
R175004	Open Space	Neighborhood Improvement Area #2	$	-	$ -
R176123	Open Space	Neighborhood Improvement Area #2	$	-	$ -
R138488	Open Space	Major Improvement Area	$	-	$ -
R155268	Open Space	Major Improvement Area	$	-	$ -
R143368	Open Space	Major Improvement Area	$	-	$ -
R141139	Open Space	Major Improvement Area	$	-	$ -
R143362	Open Space	Major Improvement Area	$	-	$ -
R148038	Open Space	Major Improvement Area	$	-	$ -
R16082	Open Space	Major Improvement Area	$	-	$ -
R148019	Open Space	Major Improvement Area	$	-	$ -
R16086	Open Space	Major Improvement Area	$	-	$ -
R143363	Open Space	Major Improvement Area	$	-	$ -
R148000	Open Space	Major Improvement Area	$	-	$ -
R155273	Open Space	Major Improvement Area	$	-	$ -
R155271	Open Space	Major Improvement Area	$	-	$ -
R168126	Open Space	Major Improvement Area	$	-	$ -
R155272	Open Space	Major Improvement Area	$	-	$ -
R156490	Open Space	Major Improvement Area	$	-	$ -
R141137	Open Space	Major Improvement Area	$	-	$ -
R155270	Open Space	Major Improvement Area	$	-	$ -
R156371	Open Space	Major Improvement Area	$	-	$ -
R155274	Open Space	Major Improvement Area	$	-	$ -
R141138	Open Space	Major Improvement Area	$	-	$ -
R155269	Open Space	Major Improvement Area	$	-	$ -
R142792	Open Space	Major Improvement Area	$	-	$ -
R142793	Open Space	Major Improvement Area	$	-	$ -
R144184	Open Space	Major Improvement Area	$	-	$ -
R167030	Open Space	Major Improvement Area	$	-	$ -
Total			**$**	**14,618,946.61**	**$ 1,383,628.22**

[1] Property IDs based on preliminary Hays County Appraisal District notices, and may be updated based on certified data when available.

[2] Annual Installment covers the period September 15, 2022 to September 14, 2023 and is due by January 31, 2023.

Notes:

[a] Major Improvement Area Assessment prepaid in full.

[b] Properties R181869 and R19065 have prepaid in full their assessment on the portion of each property contained within Improvement Area #3. Any portion of Properties R181869 and R19065 that are outside of Neighborhood Improvement Area #3 still have an outstanding Major Improvement Area Assessment.

EXHIBIT G – NEIGHBORHOOD IMPROVEMENT AREA #1 ASSESSMENT ROLL

			Neighborhood Improvement Area #1 Assessment	
Property ID[1]	Lot Type	Note	Outstanding Assessment	Annual Installment Due 1/31/2023[2]
R159385	1		$ 11,279.20	$ 741.06
R159386	1		$ 11,279.20	$ 741.06
R159387	1		$ 11,279.20	$ 741.06
R159388	1		$ 11,279.20	$ 741.06
R159389	Open Space		$ -	$ -
R159390	1		$ 11,279.20	$ 741.06
R159391	1		$ 11,279.20	$ 741.06
R159392	1		$ 11,279.20	$ 741.06
R159393	1		$ 11,279.20	$ 741.06
R159394	1		$ 11,279.20	$ 741.06
R159395	1		$ 11,279.20	$ 741.06
R159396	1		$ 11,279.20	$ 741.06
R159397	1		$ 11,279.20	$ 741.06
R159398	1		$ 11,279.20	$ 741.06
R159399	1		$ 11,279.20	$ 741.06
R159400	1		$ 11,279.20	$ 741.06
R159401	1		$ 11,279.20	$ 741.06
R159402	1		$ 11,279.20	$ 741.06
R159403	1	[a]	$ -	$ -
R159404	1		$ 11,279.20	$ 741.06
R159405	2		$ 13,807.30	$ 907.16
R159406	2	[a]	$ -	$ -
R159407	2		$ 13,807.30	$ 907.16
R159408	2		$ 13,807.30	$ 907.16
R159409	2		$ 13,807.30	$ 907.16
R159410	2		$ 13,807.30	$ 907.16
R159411	2		$ 13,807.30	$ 907.16
R159412	2		$ 13,807.30	$ 907.16
R159413	2		$ 13,807.30	$ 907.16
R159414	2		$ 13,807.30	$ 907.16
R159415	2		$ 13,807.30	$ 907.16
R159416	2		$ 13,807.30	$ 907.16
R159417	Open Space		$ -	$ -
R159418	2		$ 13,807.30	$ 907.16
R159419	2		$ 13,807.30	$ 907.16
R159420	2		$ 13,807.30	$ 907.16
R159421	2		$ 13,807.30	$ 907.16
R159422	2		$ 13,807.30	$ 907.16
R159423	2		$ 13,807.30	$ 907.16
R159424	2		$ 13,807.30	$ 907.16
R159425	1		$ 11,279.20	$ 741.06
R159426	1		$ 11,279.20	$ 741.06
R159427	1	[a]	$ -	$ -
R159428	1		$ 11,279.20	$ 741.06
R159429	1		$ 11,279.20	$ 741.06
R159430	Open Space		$ -	$ -
R159431	1		$ 11,279.20	$ 741.06
R159432	1		$ 11,279.20	$ 741.06
R159433	1		$ 11,279.20	$ 741.06
R159434	1		$ 11,279.20	$ 741.06

			Neighborhood Improvement Area #1 Assessment	
Property ID[1]	Lot Type	Note	Outstanding Assessment	Annual Installment Due 1/31/2023[2]
R159435	1		$ 11,279.20	$ 741.06
R159436	1		$ 11,279.20	$ 741.06
R159437	1		$ 11,279.20	$ 741.06
R159438	1		$ 11,279.20	$ 741.06
R159439	1		$ 11,279.20	$ 741.06
R159440	1		$ 11,279.20	$ 741.06
R159441	1		$ 11,279.20	$ 741.06
R159442	1		$ 11,279.20	$ 741.06
R159443	1		$ 11,279.20	$ 741.06
R159444	1		$ 11,279.20	$ 741.06
R159445	1		$ 11,279.20	$ 741.06
R159446	1		$ 11,279.20	$ 741.06
R159447	1		$ 11,279.20	$ 741.06
R159448	1		$ 11,279.20	$ 741.06
R159449	1		$ 11,279.20	$ 741.06
R159450	1		$ 11,279.20	$ 741.06
R159451	Open Space		$ -	$ -
R159452	2		$ 13,807.30	$ 907.16
R159453	2		$ 13,807.30	$ 907.16
R159454	2		$ 13,807.30	$ 907.16
R159455	2		$ 13,807.30	$ 907.16
R159456	2		$ 13,807.30	$ 907.16
R159457	2		$ 13,807.30	$ 907.16
R159458	2		$ 13,807.30	$ 907.16
R159459	2		$ 13,807.30	$ 907.16
R159460	2	[a]	$ -	$ -
R159461	2		$ 13,807.30	$ 907.16
R159462	2		$ 13,807.30	$ 907.16
R159463	1		$ 11,279.20	$ 741.06
R159464	1		$ 11,279.20	$ 741.06
R159465	1		$ 11,279.20	$ 741.06
R159466	1		$ 11,279.20	$ 741.06
R159467	1		$ 11,279.20	$ 741.06
R159468	1		$ 11,279.20	$ 741.06
R159469	1		$ 11,279.20	$ 741.06
R159470	1		$ 11,279.20	$ 741.06
R159471	Open Space		$ -	$ -
R159472	2		$ 13,807.30	$ 907.16
R159473	2		$ 13,807.30	$ 907.16
R159474	2		$ 13,807.30	$ 907.16
R159475	2		$ 13,807.30	$ 907.16
R159476	2		$ 13,807.30	$ 907.16
R159477	2		$ 13,807.30	$ 907.16
R159478	2		$ 13,807.30	$ 907.16
R159479	2		$ 13,807.30	$ 907.16
R159480	2		$ 13,807.30	$ 907.16
R159481	Open Space		$ -	$ -
R159482	1		$ 11,279.20	$ 741.06
R159483	1		$ 11,279.20	$ 741.06
R159484	1		$ 11,279.20	$ 741.06

			Neighborhood Improvement Area #1 Assessment	
Property ID[1]	Lot Type	Note	Outstanding Assessment	Annual Installment Due 1/31/2023[2]
R159485	1		$ 11,279.20	$ 741.06
R159486	1		$ 11,279.20	$ 741.06
R159487	1		$ 11,279.20	$ 741.06
R159488	1		$ 11,279.20	$ 741.06
R159489	1		$ 11,279.20	$ 741.06
R159490	1		$ 11,279.20	$ 741.06
R159491	1		$ 11,279.20	$ 741.06
R159492	1		$ 11,279.20	$ 741.06
R159493	1		$ 11,279.20	$ 741.06
R159494	1		$ 11,279.20	$ 741.06
R159495	2		$ 13,807.30	$ 907.16
R159496	2		$ 13,807.30	$ 907.16
R159497	2		$ 13,807.30	$ 907.16
R159498	2		$ 13,807.30	$ 907.16
R159499	2		$ 13,807.30	$ 907.16
R159500	2		$ 13,807.30	$ 907.16
R159501	2		$ 13,807.30	$ 907.16
R159502	2		$ 13,807.30	$ 907.16
R159503	2		$ 13,807.30	$ 907.16
R159504	2		$ 13,807.30	$ 907.16
R159505	2		$ 13,807.30	$ 907.16
R159506	2		$ 13,807.30	$ 907.16
R159507	2		$ 13,807.30	$ 907.16
R159508	2		$ 13,807.30	$ 907.16
R159509	2		$ 13,807.30	$ 907.16
R159510	2		$ 13,807.30	$ 907.16
R159511	2		$ 13,807.30	$ 907.16
R159512	2		$ 13,807.30	$ 907.16
R159513	2		$ 13,807.30	$ 907.16
R159514	2		$ 13,807.30	$ 907.16
R159515	2		$ 13,807.30	$ 907.16
R159516	2		$ 13,807.30	$ 907.16
R159517	2		$ 13,807.30	$ 907.16
R159518	2		$ 13,807.30	$ 907.16
R159519	2		$ 13,807.30	$ 907.16
R159520	2		$ 13,807.30	$ 907.16
R159521	Open Space		$ -	$ -
R159522	Open Space		$ -	$ -
R159523	Open Space		$ -	$ -
R159524	Open Space		$ -	$ -
R168481	3		$ 19,342.00	$ 1,270.79
R168482	3		$ 19,342.00	$ 1,270.79
R168483	3		$ 19,342.00	$ 1,270.79
R168484	3		$ 19,342.00	$ 1,270.79
R168485	3		$ 19,342.00	$ 1,270.79
R168486	Open Space		$ -	$ -
R168487	3		$ 19,342.00	$ 1,270.79
R168488	3		$ 19,342.00	$ 1,270.79
R168489	3		$ 19,342.00	$ 1,270.79
R168490	3		$ 19,342.00	$ 1,270.79

			Neighborhood Improvement Area #1 Assessment	
Property ID[1]	Lot Type	Note	Outstanding Assessment	Annual Installment Due 1/31/2023[2]
R168491	3		$ 19,342.00	$ 1,270.79
R168492	3		$ 19,342.00	$ 1,270.79
R168493	Open Space		$ -	$ -
R168494	3		$ 19,342.00	$ 1,270.79
R168495	3		$ 19,342.00	$ 1,270.79
R168496	3		$ 19,342.00	$ 1,270.79
R168497	3		$ 19,342.00	$ 1,270.79
R168498	3		$ 19,342.00	$ 1,270.79
R168499	3		$ 19,342.00	$ 1,270.79
R168500	3		$ 19,342.00	$ 1,270.79
R168501	3		$ 19,342.00	$ 1,270.79
R168502	3		$ 19,342.00	$ 1,270.79
R168503	3		$ 19,342.00	$ 1,270.79
R168504	Open Space		$ -	$ -
R168505	3		$ 19,342.00	$ 1,270.79
R168506	3		$ 19,342.00	$ 1,270.79
R168507	3		$ 19,342.00	$ 1,270.79
R168508	3		$ 19,342.00	$ 1,270.79
R168509	3		$ 19,342.00	$ 1,270.79
R168510	3		$ 19,342.00	$ 1,270.79
R168511	3		$ 19,342.00	$ 1,270.79
R168512	3		$ 19,342.00	$ 1,270.79
R168513	3		$ 19,342.00	$ 1,270.79
R168514	3		$ 19,342.00	$ 1,270.79
R168515	3		$ 19,342.00	$ 1,270.79
R168516	3		$ 19,342.00	$ 1,270.79
R168517	3		$ 19,342.00	$ 1,270.79
R168518	3		$ 19,342.00	$ 1,270.79
R168519	3		$ 19,342.00	$ 1,270.79
R168520	3		$ 19,342.00	$ 1,270.79
R168521	3		$ 19,342.00	$ 1,270.79
R168522	3		$ 19,342.00	$ 1,270.79
R168523	3		$ 19,342.00	$ 1,270.79
R168524	3		$ 19,342.00	$ 1,270.79
R168525	3		$ 19,342.00	$ 1,270.79
R168526	Open Space		$ -	$ -
R168527	3		$ 19,342.00	$ 1,270.79
R168528	3		$ 19,342.00	$ 1,270.79
R168529	3		$ 19,342.00	$ 1,270.79
R168530	3		$ 19,342.00	$ 1,270.79
R168531	3		$ 19,342.00	$ 1,270.79
R168532	3		$ 19,342.00	$ 1,270.79
R168533	3		$ 19,342.00	$ 1,270.79
R168534	3		$ 19,342.00	$ 1,270.79
R168535	3		$ 19,342.00	$ 1,270.79
R168536	3		$ 19,342.00	$ 1,270.79
R168537	3		$ 19,342.00	$ 1,270.79
R168538	3		$ 19,342.00	$ 1,270.79
R168539	3		$ 19,342.00	$ 1,270.79
R168540	3		$ 19,342.00	$ 1,270.79

			Neighborhood Improvement Area #1 Assessment	
Property ID[1]	Lot Type	Note	Outstanding Assessment	Annual Installment Due 1/31/2023[2]
R168541	Open Space		$ -	$ -
R168542	3		$ 19,342.00	$ 1,270.79
R168543	3		$ 19,342.00	$ 1,270.79
R168544	3		$ 19,342.00	$ 1,270.79
R168545	3		$ 19,342.00	$ 1,270.79
R168546	3		$ 19,342.00	$ 1,270.79
R168547	3		$ 19,342.00	$ 1,270.79
R168548	3		$ 19,342.00	$ 1,270.79
R168549	3		$ 19,342.00	$ 1,270.79
R168550	3		$ 19,342.00	$ 1,270.79
R168551	3		$ 19,342.00	$ 1,270.79
R168552	3		$ 19,342.00	$ 1,270.79
R168553	3		$ 19,342.00	$ 1,270.79
R168554	3		$ 19,342.00	$ 1,270.79
R168555	3		$ 19,342.00	$ 1,270.79
R168556	3		$ 19,342.00	$ 1,270.79
R168557	3		$ 19,342.00	$ 1,270.79
R168558	3		$ 19,342.00	$ 1,270.79
R168559	3		$ 19,342.00	$ 1,270.79
R168560	3		$ 19,342.00	$ 1,270.79
R168561	3		$ 19,342.00	$ 1,270.79
R168562	3		$ 19,342.00	$ 1,270.79
R168563	4		$ 22,138.43	$ 1,454.52
R168564	4		$ 22,138.43	$ 1,454.52
R168565	4		$ 22,138.43	$ 1,454.52
R168566	Open Space		$ -	$ -
R168567	4		$ 22,138.43	$ 1,454.52
R168568	4		$ 22,138.43	$ 1,454.52
R168569	4		$ 22,138.43	$ 1,454.52
R168570	4		$ 22,138.43	$ 1,454.52
R168571	4		$ 22,138.43	$ 1,454.52
R168572	4		$ 22,138.43	$ 1,454.52
R168573	4		$ 22,138.43	$ 1,454.52
R168574	4		$ 22,138.43	$ 1,454.52
R168575	4		$ 22,138.43	$ 1,454.52
R168576	4		$ 22,138.43	$ 1,454.52
R168577	4		$ 22,138.43	$ 1,454.52
R168578	4		$ 22,138.43	$ 1,454.52
R168579	4		$ 22,138.43	$ 1,454.52
R168580	Open Space		$ -	$ -
R168581	4		$ 22,138.43	$ 1,454.52
R168582	4		$ 22,138.43	$ 1,454.52
R168583	4		$ 22,138.43	$ 1,454.52
R168584	4		$ 22,138.43	$ 1,454.52
R168585	4		$ 22,138.43	$ 1,454.52
R168586	4		$ 22,138.43	$ 1,454.52
R168587	4		$ 22,138.43	$ 1,454.52
R168588	4		$ 22,138.43	$ 1,454.52
R138488	Open Space		$ -	$ -
Total			**$ 3,601,106.20**	**$ 236,597.17**

[1] Property IDs based on preliminary Hays County Appraisal District notices, and may be updated based on certified data when available.

[2] Annual Installment covers the period September 15, 2022 to September 14, 2023 and is due by January 31, 2023.

Notes:

[a] Prepaid in full

EXHIBIT H – NEIGHBORHOOD IMPROVEMENT AREA #2 ASSESSMENT ROLL

		Neighborhood Improvement Area #2 Assessments	
Property ID[1]	Note	Outstanding Assessment	Annual Installment Due 1/31/2023[2]
R171279		$ 18,826.47	$ 1,179.71
R171280		$ 18,826.47	$ 1,179.71
R171281		$ 23,046.18	$ 1,444.13
R171282		$ 23,046.18	$ 1,444.13
R171283		$ 18,826.47	$ 1,179.71
R171284		$ 18,826.47	$ 1,179.71
R171285		$ 18,826.47	$ 1,179.71
R171286		$ 18,826.47	$ 1,179.71
R171287		$ 18,826.47	$ 1,179.71
R171288		$ 18,826.47	$ 1,179.71
R171289		$ 18,826.47	$ 1,179.71
R171290		$ 18,826.47	$ 1,179.71
R171291		$ 18,826.47	$ 1,179.71
R171292		$ 18,826.47	$ 1,179.71
R171293		$ 18,826.47	$ 1,179.71
R171294		$ 18,826.47	$ 1,179.71
R171295		$ 18,826.47	$ 1,179.71
R171296		$ 18,826.47	$ 1,179.71
R171297		$ 18,826.47	$ 1,179.71
R171298		$ 18,826.47	$ 1,179.71
R171299		$ 18,826.47	$ 1,179.71
R171300		$ 18,826.47	$ 1,179.71
R171301		$ 18,826.47	$ 1,179.71
R171302		$ 18,826.47	$ 1,179.71
R171303		$ 18,826.47	$ 1,179.71
R171304		$ 18,826.47	$ 1,179.71
R171305		$ 18,826.47	$ 1,179.71
R171306		$ -	$ -
R171307		$ 18,826.47	$ 1,179.71
R171308		$ 18,826.47	$ 1,179.71
R171309		$ 18,826.47	$ 1,179.71
R171310		$ 18,826.47	$ 1,179.71
R171311		$ 18,826.47	$ 1,179.71
R171312		$ 18,826.47	$ 1,179.71
R171313		$ 18,826.47	$ 1,179.71
R171314		$ 18,826.47	$ 1,179.71
R171315		$ 18,826.47	$ 1,179.71
R171316		$ 18,826.47	$ 1,179.71
R171317		$ 18,826.47	$ 1,179.71
R171318		$ 18,826.47	$ 1,179.71
R171319		$ 18,826.47	$ 1,179.71
R171320		$ 18,826.47	$ 1,179.71
R171321		$ 18,826.47	$ 1,179.71
R171322		$ 18,826.47	$ 1,179.71
R171323		$ 18,826.47	$ 1,179.71
R171324		$ 18,826.47	$ 1,179.71
R171325		$ 18,826.47	$ 1,179.71
R171326		$ 18,826.47	$ 1,179.71
R171327		$ 18,826.47	$ 1,179.71
R171328		$ 18,826.47	$ 1,179.71

		Neighborhood Improvement Area #2 Assessments	
Property ID[1]	Note	Outstanding Assessment	Annual Installment Due 1/31/2023[2]
R171329		$ 18,826.47	$ 1,179.71
R171330		$ 18,826.47	$ 1,179.71
R171331		$ 18,826.47	$ 1,179.71
R171332		$ 18,826.47	$ 1,179.71
R171333		$ 18,826.47	$ 1,179.71
R171334		$ 18,826.47	$ 1,179.71
R171335		$ 18,826.47	$ 1,179.71
R171336		$ 18,826.47	$ 1,179.71
R171337		$ 18,826.47	$ 1,179.71
R171338		$ 26,941.34	$ 1,688.21
R171339		$ 26,941.34	$ 1,688.21
R171340		$ 18,826.47	$ 1,179.71
R171341		$ -	$ -
R171342		$ 18,826.47	$ 1,179.71
R171343		$ 18,826.47	$ 1,179.71
R171344		$ 18,826.47	$ 1,179.71
R171345		$ 18,826.47	$ 1,179.71
R171346		$ 18,826.47	$ 1,179.71
R171347		$ 18,826.47	$ 1,179.71
R171348		$ 18,826.47	$ 1,179.71
R171349		$ 18,826.47	$ 1,179.71
R171350		$ 18,826.47	$ 1,179.71
R171351		$ 18,826.47	$ 1,179.71
R171352		$ 18,826.47	$ 1,179.71
R171353		$ 18,826.47	$ 1,179.71
R171354		$ 18,826.47	$ 1,179.71
R171355		$ 18,826.47	$ 1,179.71
R171356		$ 18,826.47	$ 1,179.71
R171357		$ 18,826.47	$ 1,179.71
R171358		$ 18,826.47	$ 1,179.71
R171359		$ 18,826.47	$ 1,179.71
R171360		$ 18,826.47	$ 1,179.71
R171361		$ 18,826.47	$ 1,179.71
R171362	[a]	$ -	$ -
R171363		$ 18,826.47	$ 1,179.71
R171364		$ 18,826.47	$ 1,179.71
R171365		$ 18,826.47	$ 1,179.71
R171366		$ 18,826.47	$ 1,179.71
R171367		$ 18,826.47	$ 1,179.71
R171368		$ 18,826.47	$ 1,179.71
R171369		$ 18,826.47	$ 1,179.71
R171370		$ 18,826.47	$ 1,179.71
R171371		$ 18,826.47	$ 1,179.71
R171372		$ 18,826.47	$ 1,179.71
R171373		$ 18,826.47	$ 1,179.71
R171374		$ 18,826.47	$ 1,179.71
R171375		$ 18,826.47	$ 1,179.71
R171376		$ 18,826.47	$ 1,179.71
R171377		$ 18,826.47	$ 1,179.71
R171378		$ 18,826.47	$ 1,179.71

		Neighborhood Improvement Area #2 Assessments	
Property ID[1]	Note	Outstanding Assessment	Annual Installment Due 1/31/2023[2]
R171379		$ 18,826.47	$ 1,179.71
R171380		$ 18,826.47	$ 1,179.71
R171381		$ 18,826.47	$ 1,179.71
R171382		$ 18,826.47	$ 1,179.71
R171383		$ 18,826.47	$ 1,179.71
R171384		$ 18,826.47	$ 1,179.71
R171385		$ 18,826.47	$ 1,179.71
R171386		$ 18,826.47	$ 1,179.71
R171387		$ 18,826.47	$ 1,179.71
R171388		$ 18,826.47	$ 1,179.71
R171389		$ 18,826.47	$ 1,179.71
R171390		$ 18,826.47	$ 1,179.71
R171391		$ 18,826.47	$ 1,179.71
R171392		$ -	$ -
R171393		$ 18,826.47	$ 1,179.71
R171394		$ 18,826.47	$ 1,179.71
R171395		$ 18,826.47	$ 1,179.71
R171396		$ 18,826.47	$ 1,179.71
R171397		$ 18,826.47	$ 1,179.71
R171398		$ 18,826.47	$ 1,179.71
R171399		$ 18,826.47	$ 1,179.71
R171400		$ 18,826.47	$ 1,179.71
R171401		$ 18,826.47	$ 1,179.71
R171402		$ 18,826.47	$ 1,179.71
R171403		$ 18,826.47	$ 1,179.71
R171404		$ 18,826.47	$ 1,179.71
R171405		$ 18,826.47	$ 1,179.71
R171406		$ 18,826.47	$ 1,179.71
R171407		$ 18,826.47	$ 1,179.71
R171408		$ 18,826.47	$ 1,179.71
R171409		$ 18,826.47	$ 1,179.71
R171410		$ -	$ -
R174877		$ 23,046.18	$ 1,444.13
R174878		$ 23,046.18	$ 1,444.13
R174879		$ 23,046.18	$ 1,444.13
R174880		$ 23,046.18	$ 1,444.13
R174881		$ 23,046.18	$ 1,444.13
R174882		$ 23,046.18	$ 1,444.13
R174883		$ 23,046.18	$ 1,444.13
R174884		$ 23,046.18	$ 1,444.13
R174885		$ 23,046.18	$ 1,444.13
R174886	[a]	$ -	$ -
R174887		$ 23,046.18	$ 1,444.13
R174888		$ 23,046.18	$ 1,444.13
R174889		$ 23,046.18	$ 1,444.13
R174890		$ 23,046.18	$ 1,444.13
R174891		$ 23,046.18	$ 1,444.13
R174892		$ 23,046.18	$ 1,444.13
R174893		$ 23,046.18	$ 1,444.13
R174894		$ 23,046.18	$ 1,444.13

		Neighborhood Improvement Area #2 Assessments	
Property ID[1]	Note	Outstanding Assessment	Annual Installment Due 1/31/2023[2]
R174895		$ 23,046.18	$ 1,444.13
R174896		$ 23,046.18	$ 1,444.13
R174897		$ 23,046.18	$ 1,444.13
R174898		$ 23,046.18	$ 1,444.13
R174899		$ 23,046.18	$ 1,444.13
R174900		$ 23,046.18	$ 1,444.13
R174901		$ 23,046.18	$ 1,444.13
R174902		$ 23,046.18	$ 1,444.13
R174903		$ 23,046.18	$ 1,444.13
R174904		$ 23,046.18	$ 1,444.13
R174905		$ 23,046.18	$ 1,444.13
R174906		$ 23,046.18	$ 1,444.13
R174907		$ 23,046.18	$ 1,444.13
R174908		$ 23,046.18	$ 1,444.13
R174909		$ 23,046.18	$ 1,444.13
R174910		$ 23,046.18	$ 1,444.13
R174911		$ 23,046.18	$ 1,444.13
R174912		$ 23,046.18	$ 1,444.13
R174913		$ 23,046.18	$ 1,444.13
R174914		$ 23,046.18	$ 1,444.13
R174915		$ 23,046.18	$ 1,444.13
R174916		$ 23,046.18	$ 1,444.13
R174917		$ 23,046.18	$ 1,444.13
R174918		$ 23,046.18	$ 1,444.13
R174919		$ 23,046.18	$ 1,444.13
R174920		$ 23,046.18	$ 1,444.13
R174921		$ 23,046.18	$ 1,444.13
R174922		$ 23,046.18	$ 1,444.13
R174923		$ 23,046.18	$ 1,444.13
R174924		$ 23,046.18	$ 1,444.13
R174925		$ 23,046.18	$ 1,444.13
R174926		$ 23,046.18	$ 1,444.13
R174927		$ 23,046.18	$ 1,444.13
R174928		$ 23,046.18	$ 1,444.13
R174929		$ 23,046.18	$ 1,444.13
R174930		$ 23,046.18	$ 1,444.13
R174931		$ 23,046.18	$ 1,444.13
R174932		$ 23,046.18	$ 1,444.13
R174933		$ 23,046.18	$ 1,444.13
R174934		$ 23,046.18	$ 1,444.13
R174935		$ 23,046.18	$ 1,444.13
R174936		$ 23,046.18	$ 1,444.13
R174937		$ 23,046.18	$ 1,444.13
R174938		$ 23,046.18	$ 1,444.13
R174939		$ 23,046.18	$ 1,444.13
R174940		$ 23,046.18	$ 1,444.13
R174941		$ 23,046.18	$ 1,444.13
R174942		$ 23,046.18	$ 1,444.13
R174943		$ -	$ -
R174944		$ -	$ -

		Neighborhood Improvement Area #2 Assessments	
Property ID[1]	Note	Outstanding Assessment	Annual Installment Due 1/31/2023[2]
R174945		$ -	$ -
R174946		$ -	$ -
R174947		$ -	$ -
R174948		$ -	$ -
R174949		$ -	$ -
R174950		$ 23,046.18	$ 1,444.13
R174951		$ 23,046.18	$ 1,444.13
R174952		$ 23,046.18	$ 1,444.13
R174953		$ 23,046.18	$ 1,444.13
R174954		$ 23,046.18	$ 1,444.13
R174955		$ 23,046.18	$ 1,444.13
R174956		$ 23,046.18	$ 1,444.13
R174957		$ 23,046.18	$ 1,444.13
R174958		$ 23,046.18	$ 1,444.13
R174959		$ 23,046.18	$ 1,444.13
R174960		$ 23,046.18	$ 1,444.13
R174961		$ 23,046.18	$ 1,444.13
R174962		$ 23,046.18	$ 1,444.13
R174963		$ 23,046.18	$ 1,444.13
R174964		$ 23,046.18	$ 1,444.13
R174965		$ 23,046.18	$ 1,444.13
R174966		$ 23,046.18	$ 1,444.13
R174967		$ 23,046.18	$ 1,444.13
R174968		$ 23,046.18	$ 1,444.13
R174969		$ 23,046.18	$ 1,444.13
R174970		$ 23,046.18	$ 1,444.13
R174971		$ 23,046.18	$ 1,444.13
R174972		$ 23,046.18	$ 1,444.13
R174973		$ 23,046.18	$ 1,444.13
R174974		$ 23,046.18	$ 1,444.13
R174975		$ 23,046.18	$ 1,444.13
R174976		$ 23,046.18	$ 1,444.13
R174977		$ 23,046.18	$ 1,444.13
R174978		$ 23,046.18	$ 1,444.13
R174979		$ 23,046.18	$ 1,444.13
R174980		$ 23,046.18	$ 1,444.13
R174981		$ 23,046.18	$ 1,444.13
R174982		$ 23,046.18	$ 1,444.13
R174983		$ 23,046.18	$ 1,444.13
R174984		$ 23,046.18	$ 1,444.13
R174985		$ 23,046.18	$ 1,444.13
R174986		$ 23,046.18	$ 1,444.13
R174987		$ 23,046.18	$ 1,444.13
R174988		$ 23,046.18	$ 1,444.13
R174989		$ 23,046.18	$ 1,444.13
R174990		$ 23,046.18	$ 1,444.13
R174991		$ 23,046.18	$ 1,444.13
R174992		$ 23,046.18	$ 1,444.13
R174993		$ 23,046.18	$ 1,444.13
R174994		$ 23,046.18	$ 1,444.13

		Neighborhood Improvement Area #2 Assessments	
Property ID[1]	Note	Outstanding Assessment	Annual Installment Due 1/31/2023[2]
R174995		$ 23,046.18	$ 1,444.13
R174996		$ 23,046.18	$ 1,444.13
R174997		$ 23,046.18	$ 1,444.13
R174998		$ 23,046.18	$ 1,444.13
R174999		$ 23,046.18	$ 1,444.13
R175000		$ 23,046.18	$ 1,444.13
R175001		$ 23,046.18	$ 1,444.13
R175002		$ 23,046.18	$ 1,444.13
R175003		$ 23,046.18	$ 1,444.13
R175004		$ -	$ -
R176123		$ -	$ -
R155268		$ -	$ -
R143368		$ -	$ -
Total		**$ 5,158,127.34**	**$ 323,221.00**

[1] Property IDs based on preliminary Hays County Appraisal District notices, and may be updated based on certified data when available.

[2] Annual Installment covers the period September 15, 2022 to September 14, 2023 and is due by January 31, 2023.

Notes:

[a] Prepaid in Full.

EXHIBIT I – NEIGHBORHOOD IMPROVEMENT AREA #3 ASSESSMENT ROLL

Property ID[1]	Phase	Legal Description	Note	Neighborhood Improvement Area #3	
				Outstanding Special Assessment[3]	Annual Installment Due 1/31/2023[2]
R18169	Phase 3 Initial Parcel	N/A		$ 11,605,205.00	$ 888,719.17
R143367	Phase 4 Initial Parcel	N/A		$ 7,340,845.00	$ 562,157.21
R19065	Phase 5 Initial Parcel	N/A		$ 6,576,950.00	$ 503,658.62
Total				**$ 25,523,000.00**	**$ 1,954,535.00**

[1] Property IDs based on preliminary Hays County Appraisal District notices, and may be updated based on certified data when available.

[2] Annual Installment covers the period September 15, 2022 to September 14, 2023 and is due by January 31, 2023.

[3] Outstanding Assessment allocated to parcels within Neighborhood Improvement Area #3 by estimated buildout value until a plat is filed with the County.

EXHIBIT J – MAJOR IMPROVEMENT AREA ANNUAL INSTALLMENTS

Installments Due 1/31	Principal	Interest [a]	Administrative Expenses	Prepayment Reserve	Delinquency Reserve	Annual Installment
2023	$ 320,000	$ 1,238,425	$ 44,828	$ 4,620	$ 84,830	$ 1,692,703
2024	$ 345,000	$ 1,218,425	$ 45,724	$ -	$ 87,850	$ 1,696,999
2025	$ 370,000	$ 1,196,863	$ 46,639	$ -	$ 86,125	$ 1,699,626
2026	$ 395,000	$ 1,173,738	$ 47,572	$ -	$ 84,275	$ 1,700,584
2027	$ 420,000	$ 1,149,050	$ 48,523	$ -	$ 82,300	$ 1,699,873
2028	$ 450,000	$ 1,122,800	$ 49,493	$ -	$ 80,200	$ 1,702,493
2029	$ 485,000	$ 1,091,300	$ 50,483	$ -	$ 77,950	$ 1,704,733
2030	$ 520,000	$ 1,057,350	$ 51,493	$ -	$ 75,525	$ 1,704,368
2031	$ 560,000	$ 1,020,950	$ 52,523	$ -	$ 72,925	$ 1,706,398
2032	$ 600,000	$ 981,750	$ 53,573	$ -	$ 70,125	$ 1,705,448
2033	$ 645,000	$ 939,750	$ 54,645	$ -	$ 67,125	$ 1,706,520
2034	$ 695,000	$ 894,600	$ 55,738	$ -	$ 63,900	$ 1,709,238
2035	$ 745,000	$ 845,950	$ 56,852	$ -	$ 60,425	$ 1,708,227
2036	$ 800,000	$ 793,800	$ 57,989	$ -	$ 56,700	$ 1,708,489
2037	$ 860,000	$ 737,800	$ 59,149	$ -	$ 52,700	$ 1,709,649
2038	$ 925,000	$ 677,600	$ 60,332	$ -	$ 48,400	$ 1,711,332
2039	$ 995,000	$ 612,850	$ 61,539	$ -	$ 43,775	$ 1,713,164
2040	$ 1,070,000	$ 543,200	$ 62,770	$ -	$ 38,800	$ 1,714,770
2041	$ 1,150,000	$ 468,300	$ 64,025	$ -	$ 33,450	$ 1,715,775
2042	$ 1,240,000	$ 387,800	$ 65,306	$ -	$ 27,700	$ 1,720,806
2043	$ 1,330,000	$ 301,000	$ 66,612	$ -	$ 21,500	$ 1,719,112
2044	$ 1,430,000	$ 207,900	$ 67,944	$ -	$ 14,850	$ 1,720,694
2045	$ 1,540,000	$ 107,800	$ 69,303	$ -	$ 7,700	$ 77,003
Totals	**$ 17,890,000**	**$ 18,769,000**	**$ 1,293,054**	**$ 4,620**	**$ 1,339,130**	**$ 37,648,004**

[a] Interest is calculated based on the actual interest rate of the Major Improvement Area Bonds.

Note: The figures shown above are estimates only and subject to change in annual service plan updates. Changes in administrative expenses, or other available offsets could increase or decrease the amounts shown.

EXHIBIT K – NEIGHBORHOOD IMPROVEMENT AREA #1 ANNUAL INSTALLMENTS

Neighborhood Improvement Area #1 Annual Installments

Installment Due 1/31	Principal	Interest [a]	Additional Interest	Administrative Expenses	Annual Installment
2023	$ 75,000	$ 136,350	$ 18,200	$ 9,602	$ 239,152
2024	75,000	134,475	17,825	9,794	237,094
2025	75,000	132,600	17,450	9,990	235,040
2026	80,000	130,725	17,075	10,190	237,990
2027	80,000	128,125	16,675	10,394	235,194
2028	85,000	125,525	16,275	10,602	237,402
2029	85,000	122,763	15,850	10,814	234,426
2030	90,000	120,000	15,425	11,030	236,455
2031	90,000	117,075	14,975	11,251	233,301
2032	95,000	113,700	14,525	11,476	234,701
2033	100,000	110,138	14,050	11,705	235,893
2034	100,000	106,388	13,550	11,939	231,877
2035	105,000	102,638	13,050	12,178	232,866
2036	110,000	98,700	12,525	12,422	233,647
2037	115,000	94,575	11,975	12,670	234,220
2038	120,000	90,263	11,400	12,923	234,586
2039	125,000	85,763	10,800	13,182	234,744
2040	130,000	81,075	10,175	13,446	234,696
2041	135,000	76,200	9,525	13,714	234,439
2042	140,000	70,800	8,850	13,989	233,639
2043	145,000	65,200	8,150	14,268	232,618
2044	150,000	59,400	7,425	14,554	231,379
2045	155,000	53,400	6,675	14,845	229,920
2046	375,000	47,200	5,900	15,142	443,242
2047	395,000	32,200	4,025	15,445	446,670
2048	410,000	16,400	2,050	15,754	444,204
Totals	**$ 3,640,000**	**$ 2,451,675**	**$ 314,400**	**$ 323,317**	**$ 6,729,392**

[a] Interest calculated at the rate of the Neighborhood Improvement Area #1-2 Bonds.

Note: The figures shown above are estimates only and subject to change in annual service plan updates. Changes in administrative expenses, or other available offsets could increase or decrease the amounts shown.

EXHIBIT L – NEIGHBORHOOD IMPROVEMENT AREA #2 ANNUAL INSTALLMENTS

Neighborhood Improvement Area #2 Annual Installments

Annual Installment Due 1/31	Principal	Interest [a]	Additional Interest	Administrative Expenses	Annual Installment
2023	90,000	196,313	26,000	13,532	$ 325,845
2024	95,000	194,063	25,550	13,803	$ 328,415
2025	95,000	191,688	25,075	14,079	$ 325,842
2026	100,000	189,313	24,600	14,361	$ 328,273
2027	105,000	186,063	24,100	14,648	$ 329,810
2028	105,000	182,650	23,575	14,941	$ 326,166
2029	110,000	179,238	23,050	15,240	$ 327,527
2030	115,000	175,663	22,500	15,544	$ 328,707
2031	115,000	171,925	21,925	15,855	$ 324,705
2032	120,000	167,613	21,350	16,172	$ 325,135
2033	125,000	163,113	20,750	16,496	$ 325,358
2034	130,000	158,425	20,125	16,826	$ 325,376
2035	135,000	153,550	19,475	17,162	$ 325,187
2036	140,000	148,488	18,800	17,506	$ 324,793
2037	145,000	143,238	18,100	17,856	$ 324,193
2038	155,000	137,800	17,375	18,213	$ 328,388
2039	160,000	131,988	16,600	18,577	$ 327,165
2040	165,000	125,988	15,800	18,949	$ 325,736
2041	170,000	119,800	14,975	19,328	$ 324,103
2042	180,000	113,000	14,125	19,714	$ 326,839
2043	185,000	105,800	13,225	20,108	$ 324,133
2044	195,000	98,400	12,300	20,511	$ 326,211
2045	200,000	90,600	11,325	20,921	$ 322,846
2046	380,000	82,600	10,325	21,339	$ 494,264
2047	395,000	67,400	8,425	21,766	$ 492,591
2048	410,000	51,600	6,450	22,201	$ 490,251
2049	430,000	35,200	4,400	22,645	$ 492,245
2050	450,000	18,000	2,250	23,098	$ 493,348
Total	**$ 5,200,000**	**$ 3,779,513**	**$ 482,550**	**$ 501,390**	**$ 9,963,452**

[a] Interest Rate calculated at the rate of the Neighborhood Improvement Area #1-2 Bonds.

Note: The figures shown above are estimates only and subject to change in annual service plan updates. Changes in administrative expenses, or other available offsets could increase or decrease the amounts shown.

EXHIBIT M-1 – NEIGHBORHOOD IMPROVEMENT AREA #3 ANNUAL INSTALLMENTS

Neighborhood Improvement Area #3 Annual Installments

Annual Installment Due 1/31	Principal	Interest [a]	Administrative Expenses	Annual Installment
2023	$ 776,000	1,148,535	30,000	$ 1,954,535
2024	316,000	1,484,820	30,600	$ 1,831,420
2025	336,000	1,465,860	31,212	$ 1,833,072
2026	357,000	1,445,700	31,836	$ 1,834,536
2027	379,000	1,424,280	32,473	$ 1,835,753
2028	403,000	1,401,540	33,122	$ 1,837,662
2029	429,000	1,377,360	33,785	$ 1,840,145
2030	456,000	1,351,620	34,461	$ 1,842,081
2031	485,000	1,324,260	35,150	$ 1,844,410
2032	516,000	1,295,160	35,853	$ 1,847,013
2033	549,000	1,264,200	36,570	$ 1,849,770
2034	584,000	1,231,260	37,301	$ 1,852,561
2035	621,000	1,196,220	38,047	$ 1,855,267
2036	661,000	1,158,960	38,808	$ 1,858,768
2037	703,000	1,119,300	39,584	$ 1,861,884
2038	748,000	1,077,120	40,376	$ 1,865,496
2039	795,000	1,032,240	41,184	$ 1,868,424
2040	846,000	984,540	42,007	$ 1,872,547
2041	900,000	933,780	42,847	$ 1,876,627
2042	958,000	879,780	43,704	$ 1,881,484
2043	1,019,000	822,300	44,578	$ 1,885,878
2044	1,085,000	761,160	45,470	$ 1,891,630
2045	1,154,000	696,060	46,379	$ 1,896,439
2046	1,229,000	626,820	47,307	$ 1,903,127
2047	1,307,000	553,080	48,253	$ 1,908,333
2048	1,391,000	474,660	49,218	$ 1,914,878
2049	1,481,000	391,200	50,203	$ 1,922,403
2050	1,576,000	302,340	51,207	$ 1,929,547
2051	1,678,000	207,780	52,231	$ 1,938,011
2052	1,785,000	107,100	53,275	$ 1,945,375
Total	**$ 25,523,000**	**$ 29,539,035**	**$ 1,217,042**	**$ 56,279,077**

[a] Interest Rate is calculated at 6.00% which is less than 2% above the S&P Municipal Bond High Yield Index, which was 5.35% as of August 19, 2022.

Note: The figures shown above are estimates only and subject to change in annual service plan updates. Changes in administrative expenses, or other available offsets could increase or decrease the amounts shown.

EXHIBIT M-2 PHASE 3 ANNUAL INSTALLMENTS

NIA#3 - Phase 3 Annual Installments

Annual Installment Due 1/31	Principal	Interest [a]	Administrative Expenses	Annual Installment
2023	$ 352,844	$ 522,234	$ 13,641	$ 888,719
2024	143,684	675,142	13,914	832,739
2025	152,778	666,521	14,192	833,490
2026	162,326	657,354	14,476	834,156
2027	172,330	647,614	14,765	834,709
2028	183,242	637,275	15,061	835,578
2029	195,065	626,280	15,362	836,706
2030	207,341	614,576	15,669	837,587
2031	220,528	602,136	15,982	838,646
2032	234,623	588,904	16,302	839,829
2033	249,628	574,827	16,628	841,083
2034	265,542	559,849	16,961	842,352
2035	282,366	543,916	17,300	843,583
2036	300,554	526,974	17,646	845,174
2037	319,651	508,941	17,999	846,591
2038	340,113	489,762	18,359	848,234
2039	361,483	469,355	18,726	849,565
2040	384,673	447,666	19,101	851,440
2041	409,226	424,586	19,483	853,295
2042	435,599	400,032	19,872	855,503
2043	463,335	373,896	20,270	857,501
2044	493,345	346,096	20,675	860,117
2045	524,719	316,496	21,089	862,303
2046	558,821	285,013	21,510	865,344
2047	594,288	251,483	21,940	867,711
2048	632,482	215,826	22,379	870,687
2049	673,405	177,877	22,827	874,109
2050	716,601	137,473	23,283	877,357
2051	762,980	94,477	23,749	881,206
2052	811,632	48,698	24,224	884,554
Total	**$ 11,605,205**	**$ 13,431,280**	**$ 553,384**	**$ 25,589,869**

[a] Interest Rate is calculated at 6.00% which is less than 2% above the S&P Municipal Bond High Yield Index, which was 5.35% as of August 19, 2022.

Note: The figures shown above are estimates only and subject to change in annual service plan updates. Changes in administrative expenses, or other available offsets could increase or decrease the amounts shown.

EXHIBIT M-3 PHASE 4 ANNUAL INSTALLMENTS

NIA#3 - Phase 4 Annual Installments

Annual Installment Due 1/31	Principal	Interest [a]	Administrative Expenses	Annual Installment
2023	$ 223,191	$ 330,338	$ 8,629	$ 562,157
2024	90,887	427,059	8,801	526,747
2025	96,639	421,606	8,977	527,222
2026	102,679	415,808	9,157	527,644
2027	109,007	409,647	9,340	527,993
2028	115,910	403,107	9,527	528,543
2029	123,388	396,152	9,717	529,257
2030	131,153	388,749	9,911	529,813
2031	139,494	380,879	10,110	530,483
2032	148,410	372,510	10,312	531,232
2033	157,902	363,605	10,518	532,025
2034	167,968	354,131	10,728	532,828
2035	178,610	344,053	10,943	533,606
2036	190,115	333,336	11,162	534,613
2037	202,195	321,930	11,385	535,509
2038	215,137	309,798	11,613	536,548
2039	228,655	296,890	11,845	537,390
2040	243,324	283,170	12,082	538,576
2041	258,855	268,571	12,324	539,750
2042	275,537	253,040	12,570	541,147
2043	293,082	236,507	12,822	542,410
2044	312,064	218,922	13,078	544,065
2045	331,910	200,199	13,339	545,448
2046	353,481	180,284	13,606	547,371
2047	375,915	159,075	13,878	548,869
2048	400,075	136,520	14,156	550,751
2049	425,961	112,516	14,439	552,915
2050	453,284	86,958	14,728	554,970
2051	482,621	59,761	15,022	557,405
2052	513,396	30,804	15,323	559,523
Total	**$ 7,340,845**	**$ 8,495,924**	**$ 350,042**	**$ 16,186,811**

[a] Interest Rate is calculated at 6.00% which is less than 2% above the S&P Municipal Bond High Yield Index, which was 5.35% as of August 19, 2022.

Note: The figures shown above are estimates only and subject to change in annual service plan updates. Changes in administrative expenses, or other available offsets could increase or decrease the amounts shown.

EXHIBIT M-4 PHASE 5 ANNUAL INSTALLMENTS

NIA#3 - Phase 5 Annual Installments

Annual Installment Due 1/31	Principal	Interest [a]	Administrative Expenses	Annual Installment
2023	$ 199,965	$ 295,963	$ 7,731	$ 503,659
2024	81,429	382,619	7,885	471,933
2025	86,583	377,733	8,043	472,359
2026	91,994	372,538	8,204	472,736
2027	97,663	367,019	8,368	473,050
2028	103,848	361,159	8,535	473,542
2029	110,548	354,928	8,706	474,182
2030	117,505	348,295	8,880	474,681
2031	124,978	341,245	9,058	475,281
2032	132,967	333,746	9,239	475,952
2033	141,470	325,768	9,424	476,662
2034	150,489	317,280	9,612	477,381
2035	160,024	308,251	9,804	478,079
2036	170,331	298,649	10,000	478,981
2037	181,154	288,429	10,200	479,784
2038	192,750	277,560	10,404	480,714
2039	204,861	265,995	10,612	481,469
2040	218,003	253,703	10,825	482,531
2041	231,918	240,623	11,041	483,583
2042	246,864	226,708	11,262	484,834
2043	262,583	211,896	11,487	485,967
2044	279,591	196,141	11,717	487,449
2045	297,371	179,366	11,951	488,688
2046	316,698	161,523	12,190	490,411
2047	336,797	142,522	12,434	491,753
2048	358,443	122,314	12,683	493,440
2049	381,635	100,807	12,937	495,378
2050	406,115	77,909	13,195	497,219
2051	432,399	53,542	13,459	499,401
2052	459,972	27,598	13,728	501,298
Total	**$ 6,576,950**	**$ 7,611,831**	**$ 313,616**	**$ 14,502,397**

[a] Interest Rate is calculated at 6.00% which is less than 2% above the S&P Municipal Bond High Yield Index, which was 5.35% as of August 19, 2022.

Note: The figures shown above are estimates only and subject to change in annual service plan updates. Changes in administrative expenses, or other available offsets could increase or decrease the amounts shown.

EXHIBIT N – MAXIMUM SPECIAL ASSESSMENT

Lot Type	Improvement Area	Maximum Assessment
Lot Type 1	Neighbohood Improvement Area #1	$ 21,149.29
Lot Type 2	Neighbohood Improvement Area #1	$ 25,889.66
Lot Type 3	Neighbohood Improvement Area #1	$ 31,395.03
Lot Type 4	Neighbohood Improvement Area #1	$ 35,934.07
Lot Type 5	Neighbohood Improvement Area #2	$ 26,289.63
Lot Type 6	Neighbohood Improvement Area #2	$ 32,182.11
Lot Type 7	Neighbohood Improvement Area #2	$ 37,621.38
Lot Type 8[1]	Neighbohood Improvement Area #3	$ 37,263.17
Lot Type 9[1]	Neighbohood Improvement Area #3	$ 41,921.07
Lot Type 10[1]	Neighbohood Improvement Area #3	$ 43,335.34
Lot Type 11[1]	Neighbohood Improvement Area #3	$ 52,002.41
Lot Type 12[1]	Neighbohood Improvement Area #3	$ 65,210.55
Lot Type 13[1]	Neighbohood Improvement Area #3	$ 74,526.35

[1] Maximum Assessment preliminary and subject to change prior to final plat.

EXHIBIT O - FORM OF NOTICE OF SPECIAL ASSESSMENT TERMINATION

P3Works, LLC
9284 Huntington Square, Suite 100
North Richland Hills, TX 76182

[Date]
Hays County Clerk's Office
Honorable [County Clerk Name]
Hays County
712 S Stagecoach Trail #2008
San Marcos, TX 78666

Re: Hays County Lien Release documents for filing

Dear Ms./Mr. [County Clerk Name],

Enclosed is a lien release that Hays County 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:

Hays County
Attn: _____
712 S Stagecoach Trail #2008
San Marcos, TX 78666

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:

Hays County
Attn: _____
712 S Stagecoach Trail #2008
San Marcos, TX 78666

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 Hays County, Texas.

RECITALS

WHEREAS, the governing body (hereinafter referred to as the "Commissioners Court") of Hays County, Texas (hereinafter referred to as the "County"), is authorized by Chapter 372, Texas Local Government Code, as amended (hereinafter referred to as the "Act"), to create public improvement districts within the County; and

WHEREAS, a county may establish a public improvement district unless within 30 days of a county's action to approve such a district, a home rule municipality objects to its establishment within the municipality's corporate limits or extraterritorial jurisdiction; and

WHEREAS, on September 23, 2014, the Commissioners Court approved Resolution No. 30162, creating the La Cima Public Improvement District within the Country and within the extraterritorial jurisdiction of the City of San Marcos, Texas (the “City”), which City did not object to the creation of the La Cima Public Improvement District; and

WHEREAS, the La Cima Public Improvement District consists of approximately 2,029 contiguous acres located within the corporate limits of the County; and

[Select recital identifying the applicable lien]

[WHEREAS, on July 21, 2015, the Commissioners Court approved Order No. ____, (hereinafter referred to as the "MPI Assessment Order") approving a service and assessment plan (the "SAP") and assessment roll for the Property within the La Cima Public Improvement District; and**]**

[WHEREAS, on or about March 20, 2018 the Commissioners Court approved Order No. ____, (hereinafter referred to as the "NIA #1 Assessment Order") approving a service and assessment plan (the "NIA #1 SAP) and assessment roll for the Property within Neighborhood Improvement Area #1 of the La Cima Public Improvement District; and**]**

[WHEREAS, on or about February 25, 2020 the Commissioners Court approved Order No. ____, (hereinafter referred to as the "NIA #2 Assessment Order") approving a service and assessment plan (the "NIA #2 SAP") and assessment roll for the Property within Neighborhood Improvement Area #2 of the La Cima Public Improvement District; and**]**

[WHEREAS, on or about August 30, 2022 the Commissioners Court approved Order No. ____, (hereinafter referred to as the "NIA #3 Assessment Order") approving a service and assessment plan (the "NIA #3 SAP") and assessment roll for the Property within Neighborhood Improvement Area #3 of the La Cima Public Improvement District; and**]**

WHEREAS, the [MPI/NIA #1/NIA #2/NIA #3] Assessment Order imposed a Special Assessment in the amount of $_____ (hereinafter referred to as the "Lien Amount") for the following property:

[legal description], a subdivision in Hays County, Texas, according to the map or plat of record in Document/Instrument No. _____ of the Plat Records of Hays County, Texas (hereinafter referred to as the "Property"); and

WHEREAS, the property owners of the Property have paid unto the County the Lien Amount.

RELEASE

NOW THEREFORE, the County, the owner and holder of the Lien, as established by Order No. _____, which levied the Special Assessment in the amount of the Lien Amount against the Property releases and discharges, and by these presents does hereby release and discharge, the above-described Property from said lien held by the undersigned securing said indebtedness.

EXECUTED to be **EFFECTIVE** this the _____ day of _____, 20__.

HAYS COUNTY, TEXAS,

By: _____

[Name], [Title]

ATTEST:

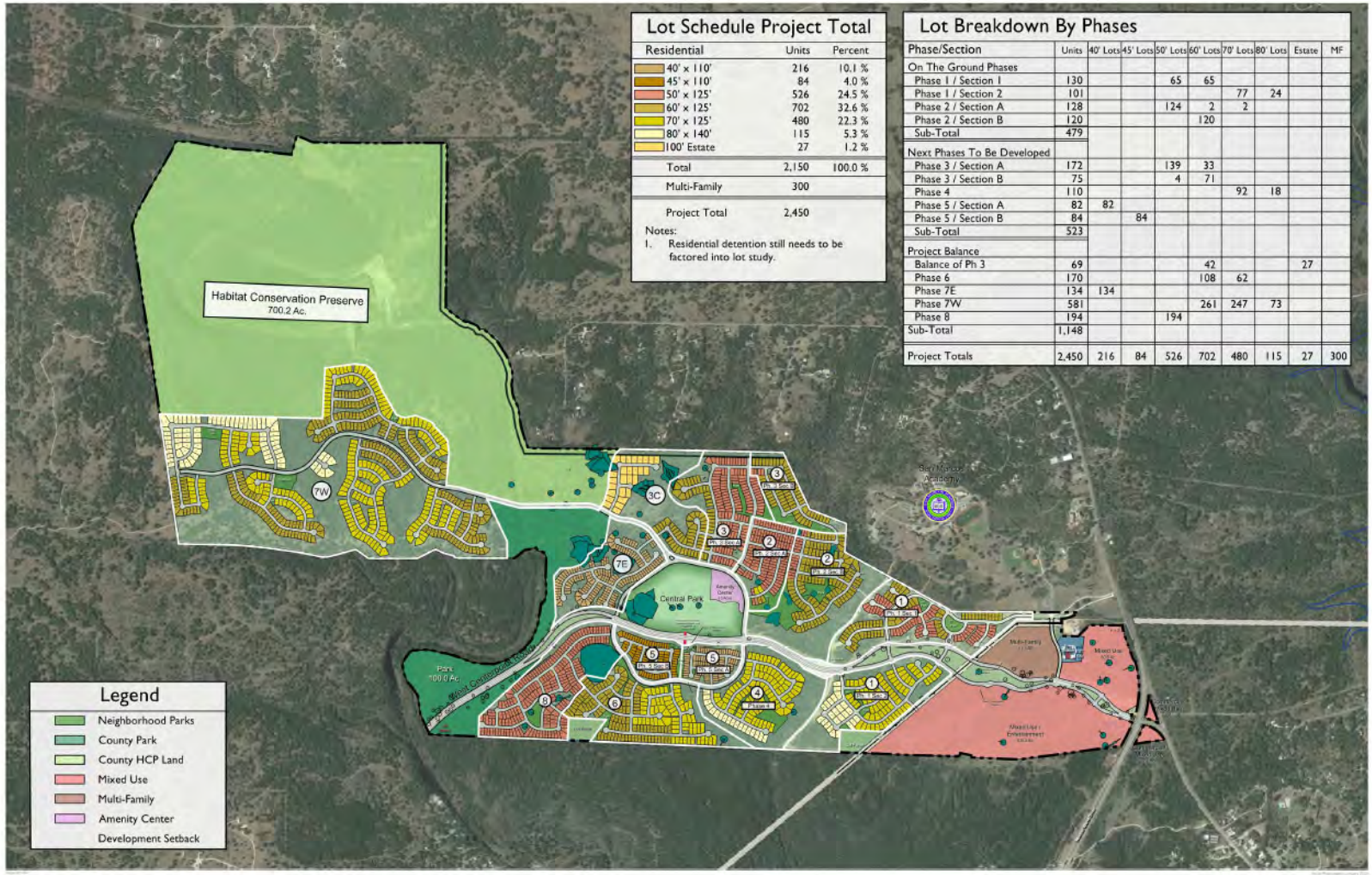
_____
[County Clerk Name], County Clerk

STATE OF TEXAS **§**
§
COUNTY OF HAYS **§**

This instrument was acknowledged before me on the ____ day of _____, 20__, by [Name], [Title] for Hays County Texas, on behalf of said county.

_____
Notary Public, State of Texas

EXHIBIT P – CONCEPTUAL LAND USE PLAN



Lot Schedule Project Total

Residential	Units	Percent
40' x 110'	216	10.1 %
45' x 110'	84	4.0 %
50' x 125'	526	24.5 %
60' x 125'	702	32.6 %
70' x 125'	480	22.3 %
80' x 140'	115	5.3 %
100' Estate	27	1.2 %
Total	2,150	100.0 %
Multi-Family	300	
Project Total	2,450	

Notes:
1. Residential detention still needs to be factored into lot study.

Lot Breakdown By Phases

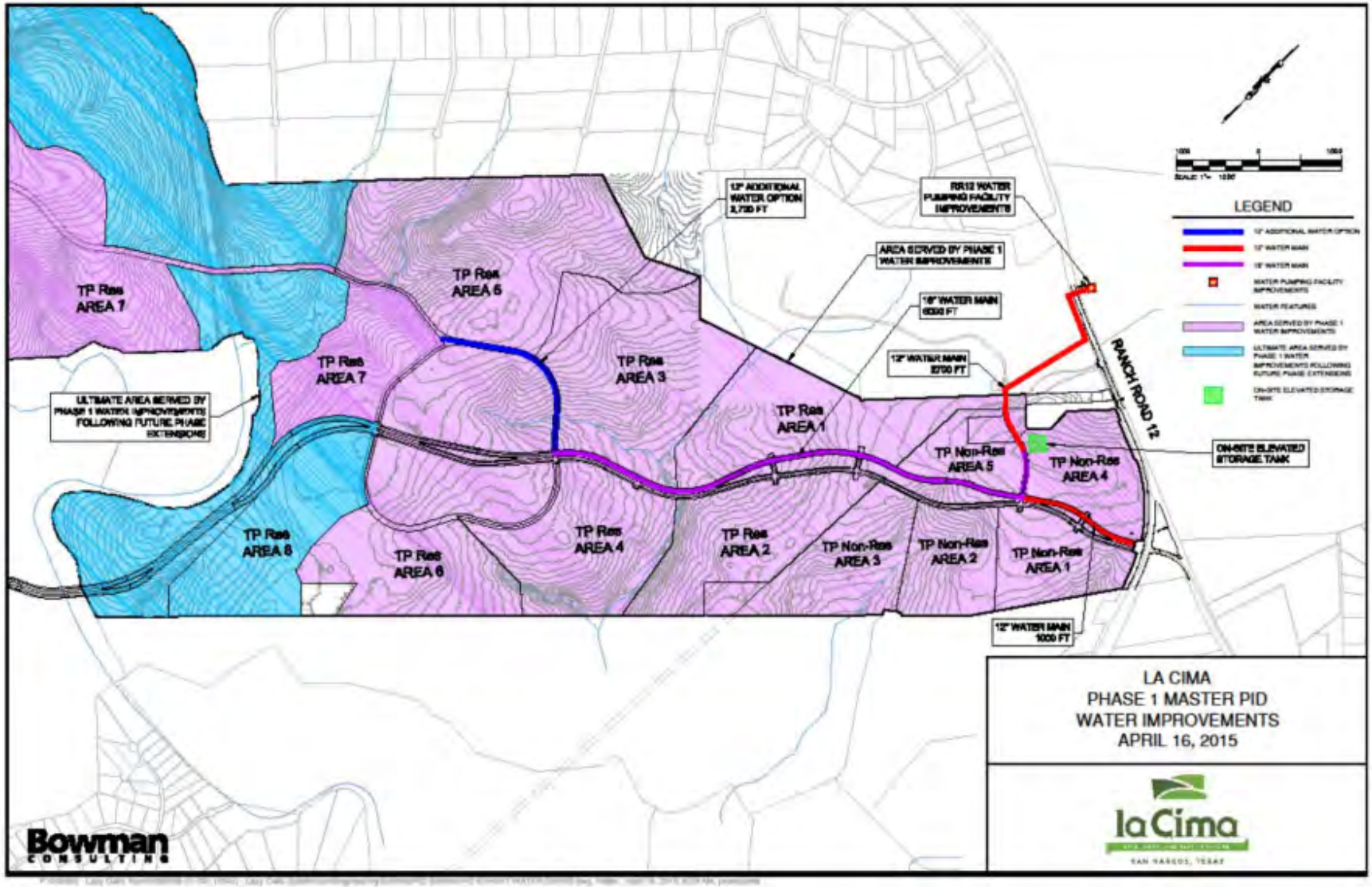
Phase/Section	Units	40' Lots	45' Lots	50' Lots	60' Lots	70' Lots	80' Lots	Estate	MF
On The Ground Phases									
Phase 1 / Section 1	130			65	65				
Phase 1 / Section 2	101					77	24		
Phase 2 / Section A	128			124	2	2			
Phase 2 / Section B	120				120				
Sub-Total	479								
Next Phases To Be Developed									
Phase 3 / Section A	172			139	33				
Phase 3 / Section B	75			4	71				
Phase 4	110					92	18		
Phase 5 / Section A	82	82							
Phase 5 / Section B	84		84						
Sub-Total	523								
Project Balance									
Balance of Ph 3	69				42			27	
Phase 6	170				108	62			
Phase 7E	134	134							
Phase 7W	581				261	247	73		
Phase 8	194			194					
Sub-Total	1,148								
Project Totals	2,450	216	84	526	702	480	115	27	300

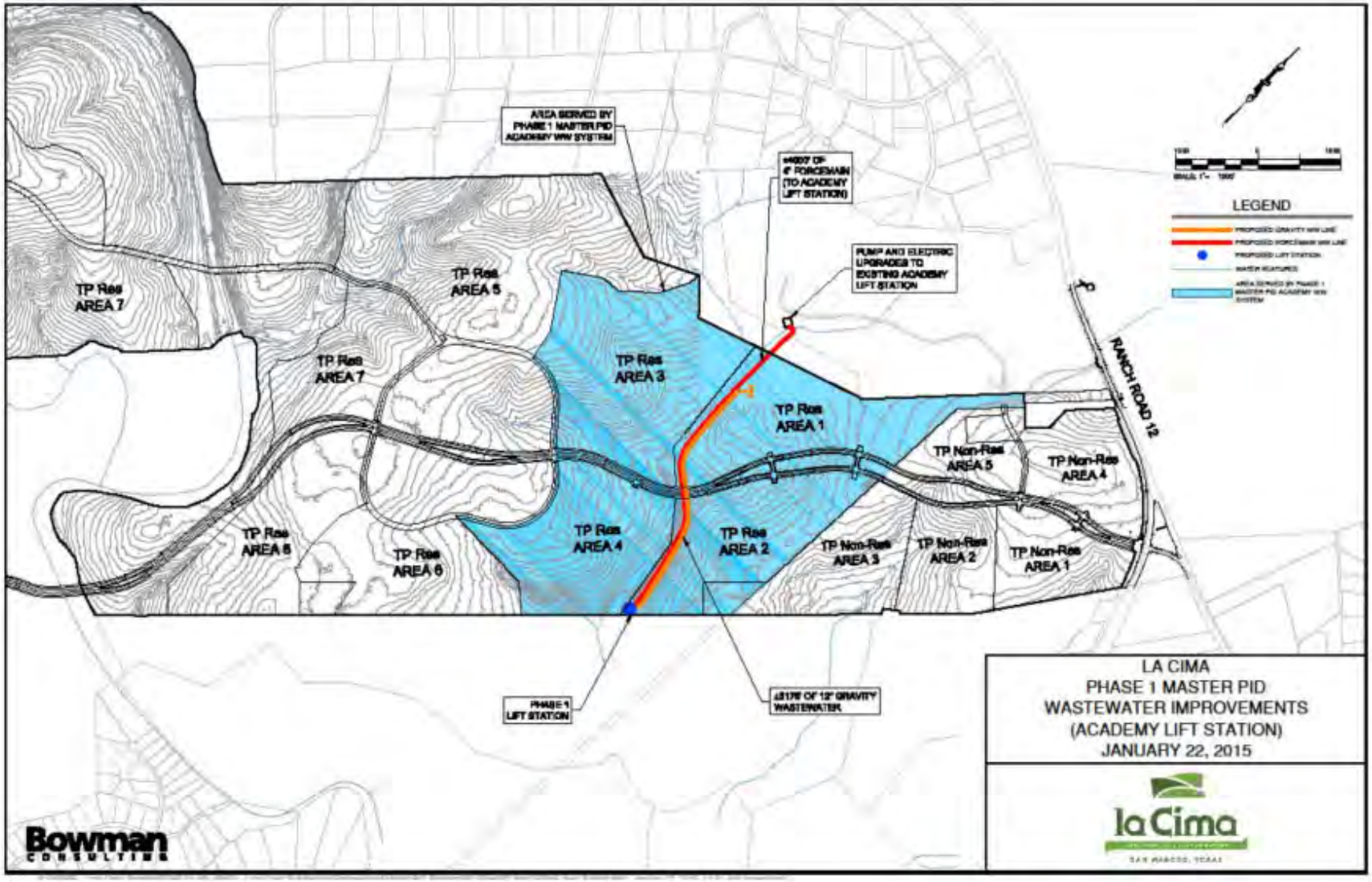
RVi

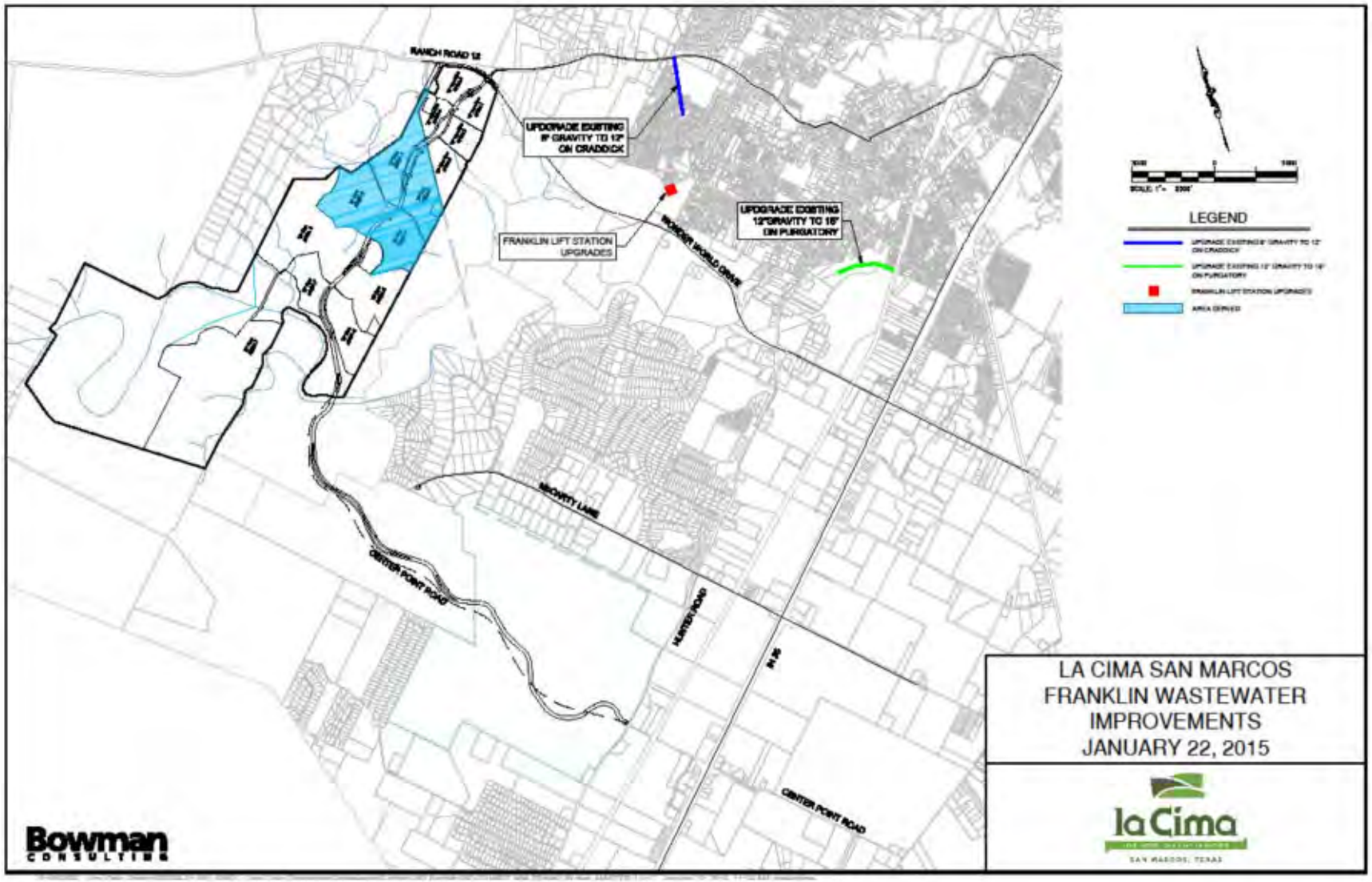
LA CIMA • **CENTRAL PARK - LOT LAYOUT STUDY - P**

San Marcos, Texas
May 03, 2022
134331
La Cima LLC

EXHIBIT Q-1 – MAP OF MAJOR IMPROVEMENTS




AREA SERVED BY PHASE 1 MASTER PID ACADEMY WW SYSTEM
±4007 OF 8" FORCEMAIN (TO ACADEMY LIFT STATION)
PUMP AND ELECTRIC UPGRADES TO EXISTING ACADEMY LIFT STATION
PHASE 1 LIFT STATION
±3178' OF 12" GRAVITY WASTEWATER
RANCH ROAD 12
LEGEND
TP Res AREA 7
TP Res AREA 5
TP Res AREA 7
TP Res AREA 3
TP Res AREA 1
TP Non-Res AREA 5
TP Non-Res AREA 4
TP Res AREA 5
TP Res AREA 6
TP Res AREA 4
TP Res AREA 2
TP Non-Res AREA 3
TP Non-Res AREA 2
TP Non-Res AREA 1
LA CIMA
PHASE 1 MASTER PID
WASTEWATER IMPROVEMENTS
(ACADEMY LIFT STATION)
JANUARY 22, 2015
Bowman
CONSULTING
la Cima


RANCH ROAD 12
UPGRADE EXISTING 8" GRAVITY TO 12" ON CRADDICK
FRANKLIN LIFT STATION UPGRADES
UPGRADE EXISTING 12" GRAVITY TO 18" ON PURGATORY
MONTOPOLIS DRIVE
HUNTER ROAD
CENTER POINT ROAD
I-35
LEGEND
LA CIMA SAN MARCOS
FRANKLIN WASTEWATER
IMPROVEMENTS
JANUARY 22, 2015
Bowman
CONSULTING
la Cima

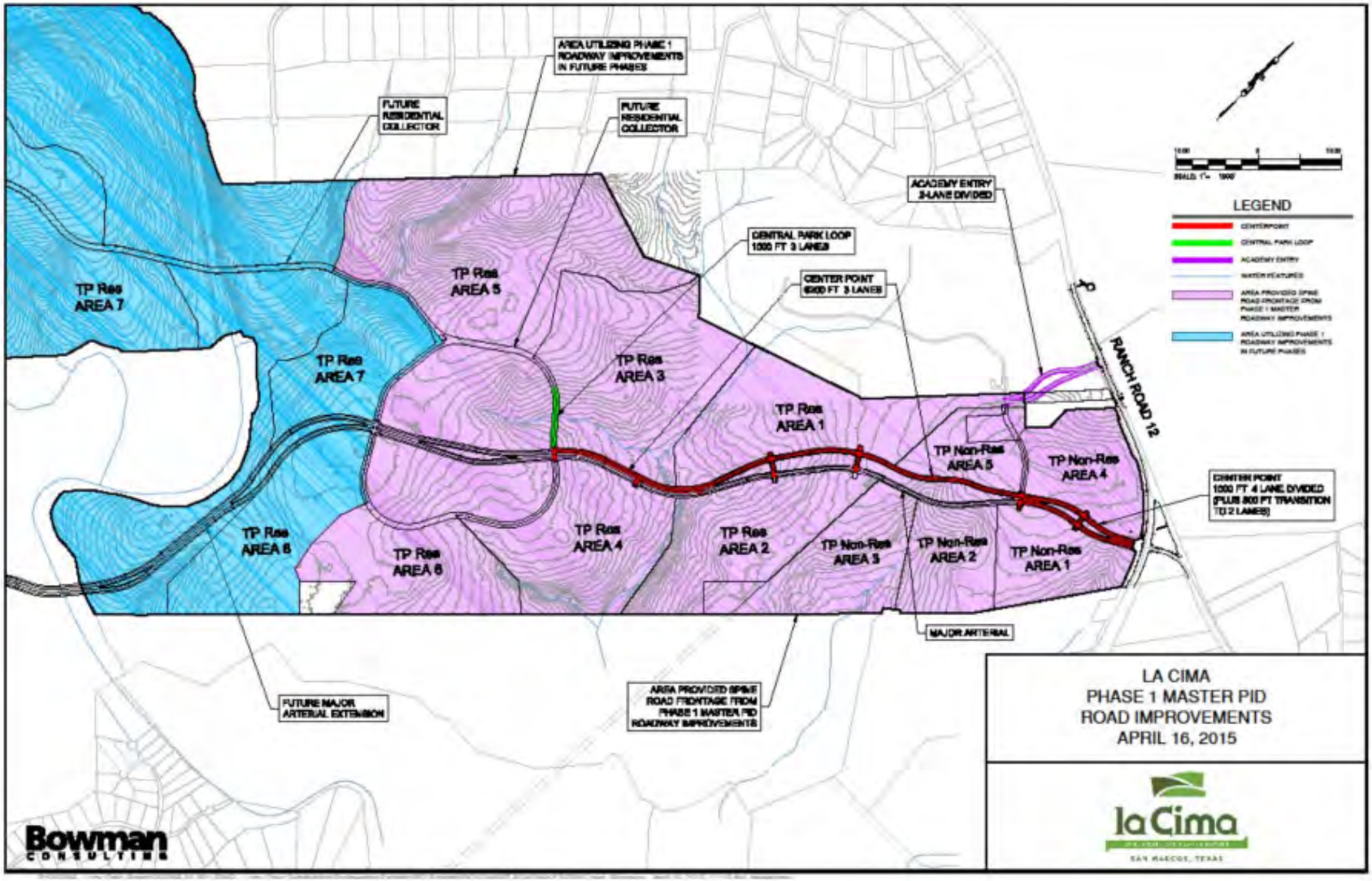

AREA UTILIZING PHASE 1 ROADWAY IMPROVEMENTS IN FUTURE PHASES
FUTURE RESIDENTIAL COLLECTOR
FUTURE RESIDENTIAL COLLECTOR
ACADEMY ENTRY 3-LANE DIVIDED
CENTRAL PARK LOOP 1000 FT 3 LANES
CENTER POINT 1000 FT 3 LANES
RANCH ROAD 12
LEGEND
CENTERPOINT
CENTRAL PARK LOOP
ACADEMY ENTRY
WATER FEATURES
AREA PROVIDED SPINE ROAD FRONTAGE FROM PHASE 1 MASTER ROADWAY IMPROVEMENTS
AREA UTILIZING PHASE 1 ROADWAY IMPROVEMENTS IN FUTURE PHASES
TP Res AREA 7
TP Res AREA 7
TP Res AREA 5
TP Res AREA 3
TP Res AREA 1
TP Non-Res AREA 5
TP Non-Res AREA 4
CENTER POINT 1000 FT 4 LANE DIVIDED (PLUS 800 FT TRANSITION TO 2 LANES)
TP Res AREA 6
TP Res AREA 6
TP Res AREA 4
TP Res AREA 2
TP Non-Res AREA 3
TP Non-Res AREA 2
TP Non-Res AREA 1
MAJOR ARTERIAL
FUTURE MAJOR ARTERIAL EXTENSION
AREA PROVIDED SPINE ROAD FRONTAGE FROM PHASE 1 MASTER PID ROADWAY IMPROVEMENTS
LA CIMA
PHASE 1 MASTER PID
ROAD IMPROVEMENTS
APRIL 16, 2015
Bowman CONSULTING
la Cima
SAN MARCOS, TEXAS

EXHIBIT Q-2 – MAP OF PHASE 1 SECTION 1 IMPROVEMENTS

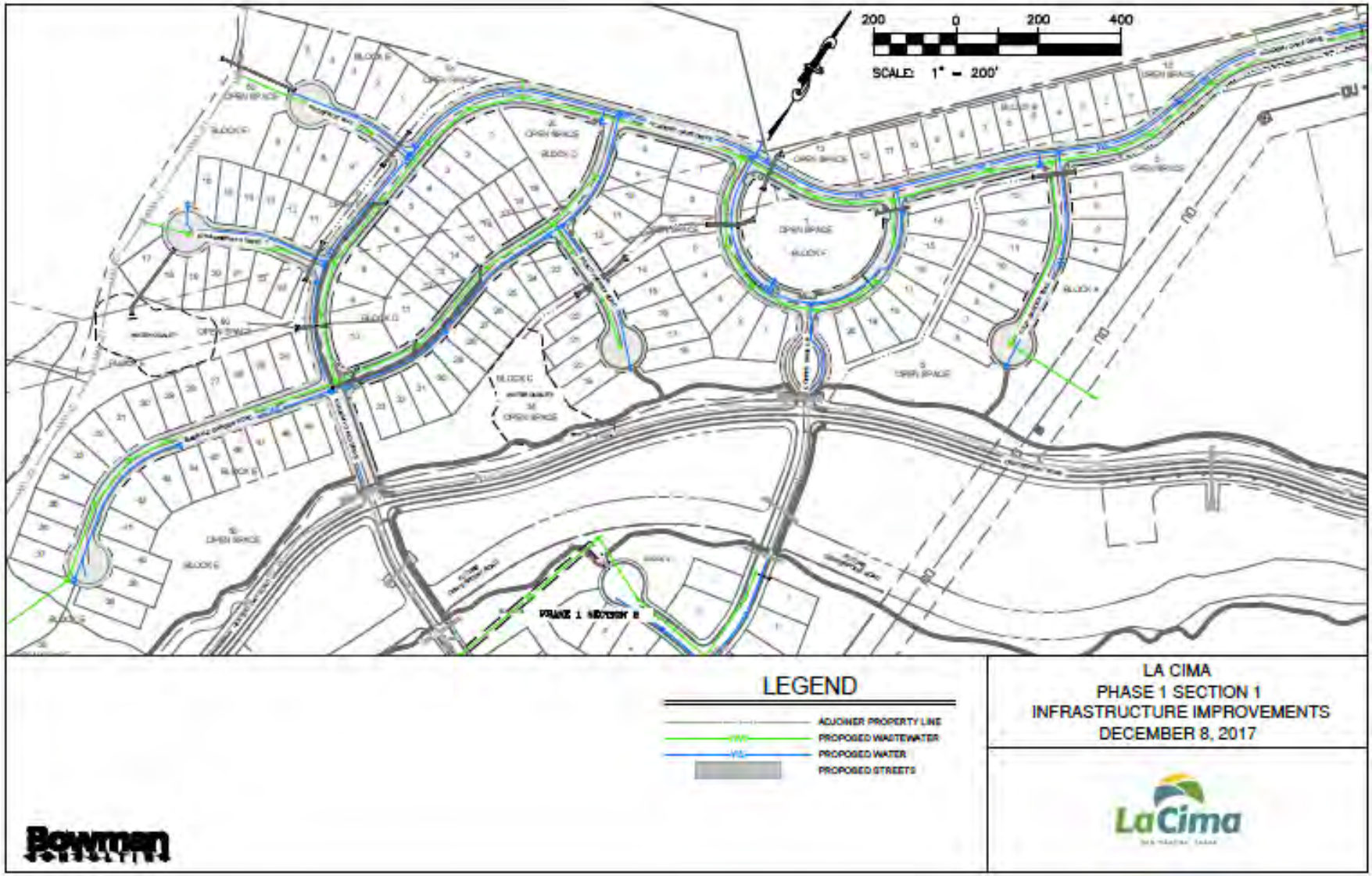


EXHIBIT Q-3 – MAP OF PHASE 1 SECTION 2 IMPROVEMENTS

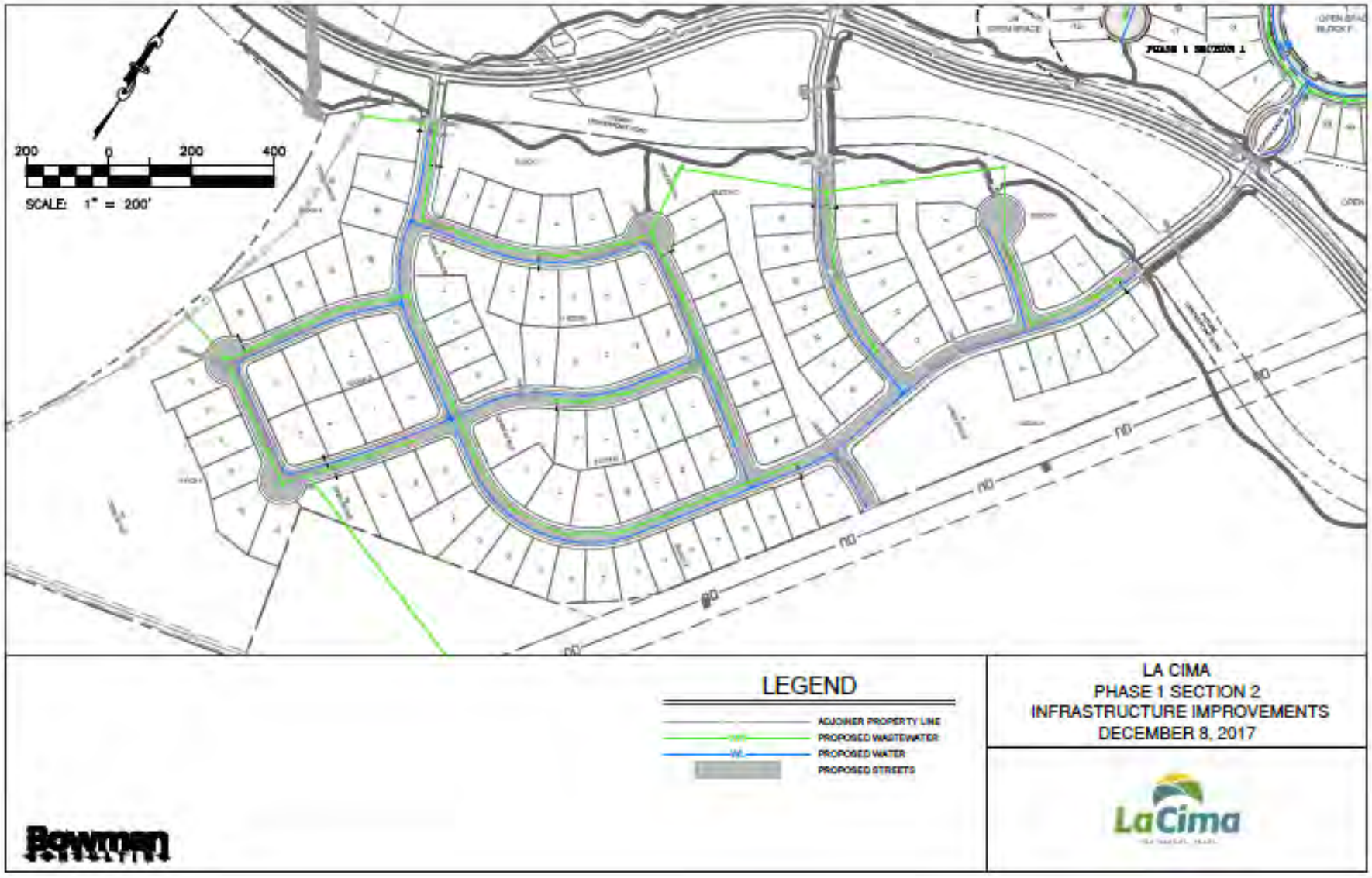


EXHIBIT Q-4 - MAP OF NEIGHBORHOOD IMPROVEMENT AREA #2 IMPROVEMENTS

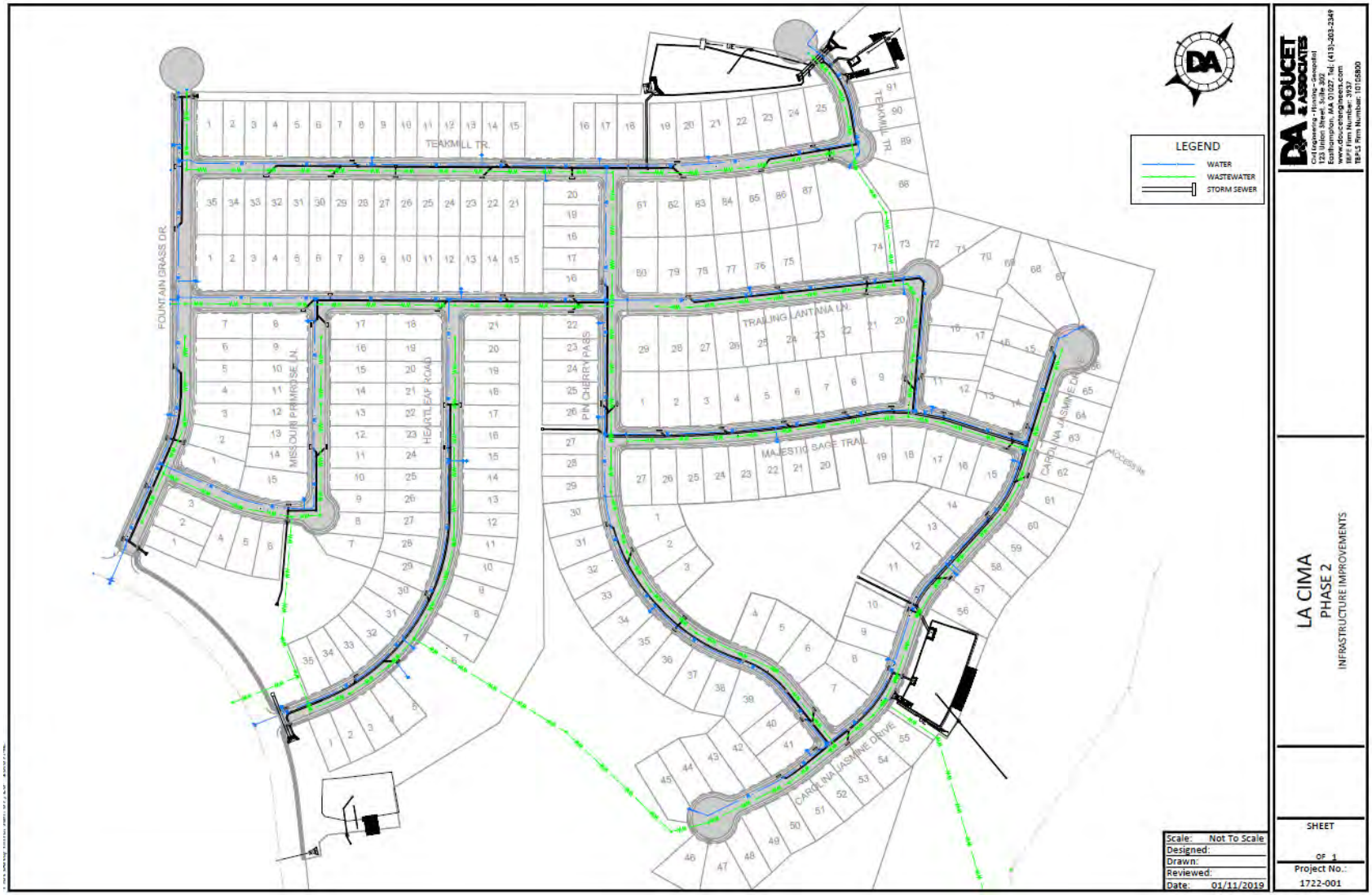
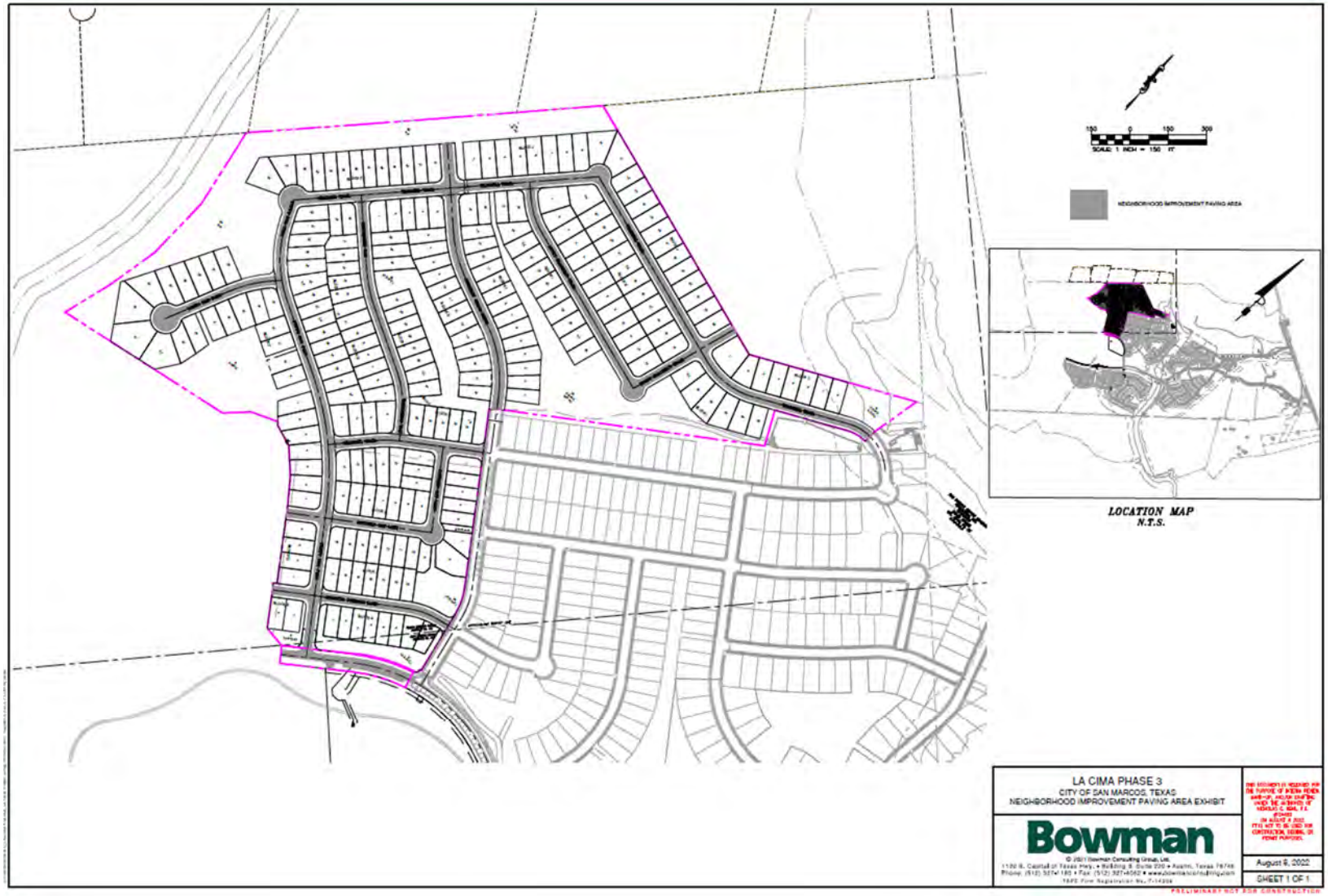
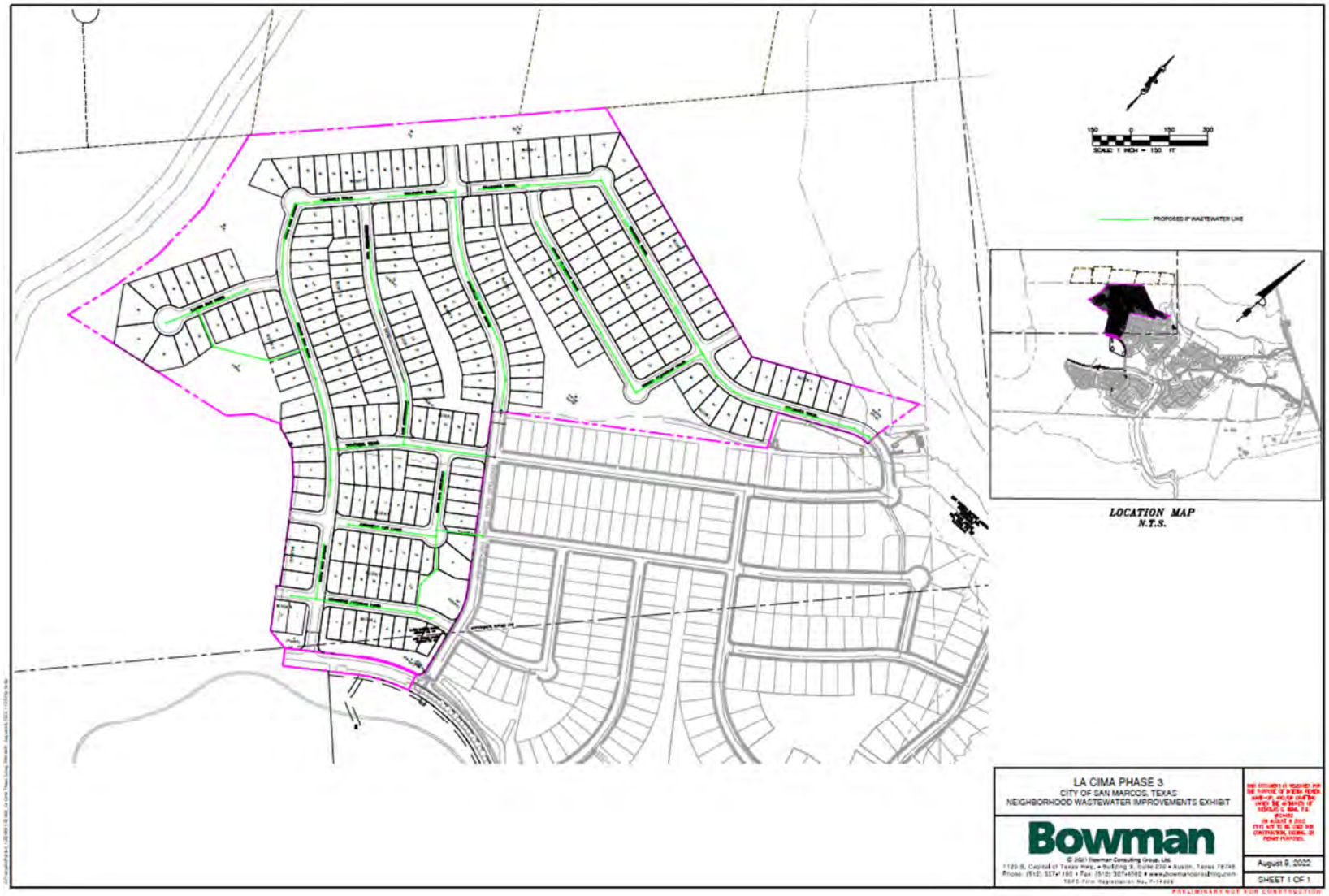
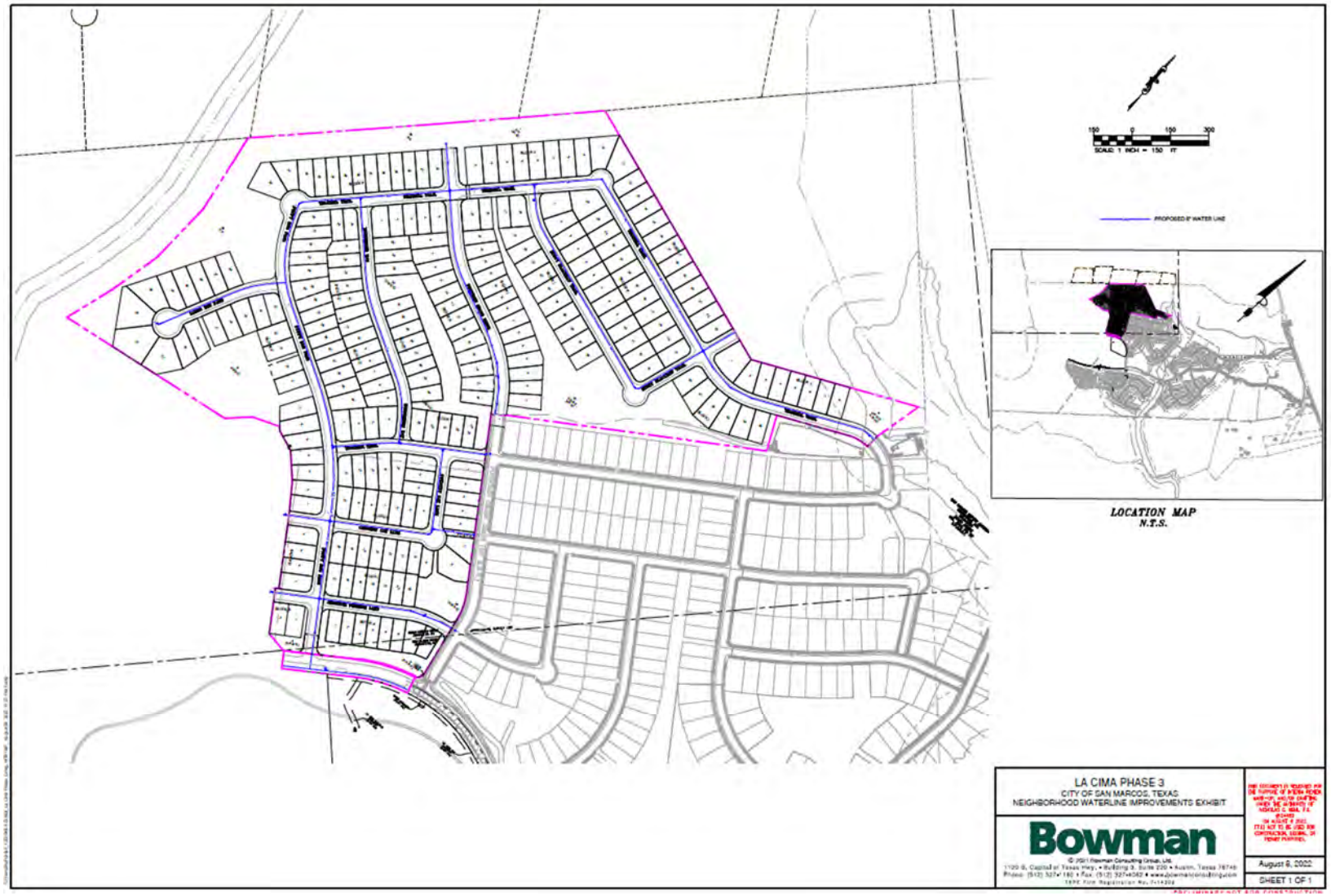


EXHIBIT Q-5 - MAP OF PHASE 3 IMPROVEMENTS




LOCATION MAP
N.T.S.
LA CIMA PHASE 3
CITY OF SAN MARCOS, TEXAS
NEIGHBORHOOD WASTEWATER IMPROVEMENTS EXHIBIT
Bowman
August 9, 2022
SHEET 1 OF 1


SCALE: 1 INCH = 150 FT
PROPOSED 8" WATER LINE
LOCATION MAP
N.T.S.
LA CIMA PHASE 3
CITY OF SAN MARCOS, TEXAS
NEIGHBORHOOD WATERLINE IMPROVEMENTS EXHIBIT
Bowman
August 6, 2020
SHEET 1 OF 1

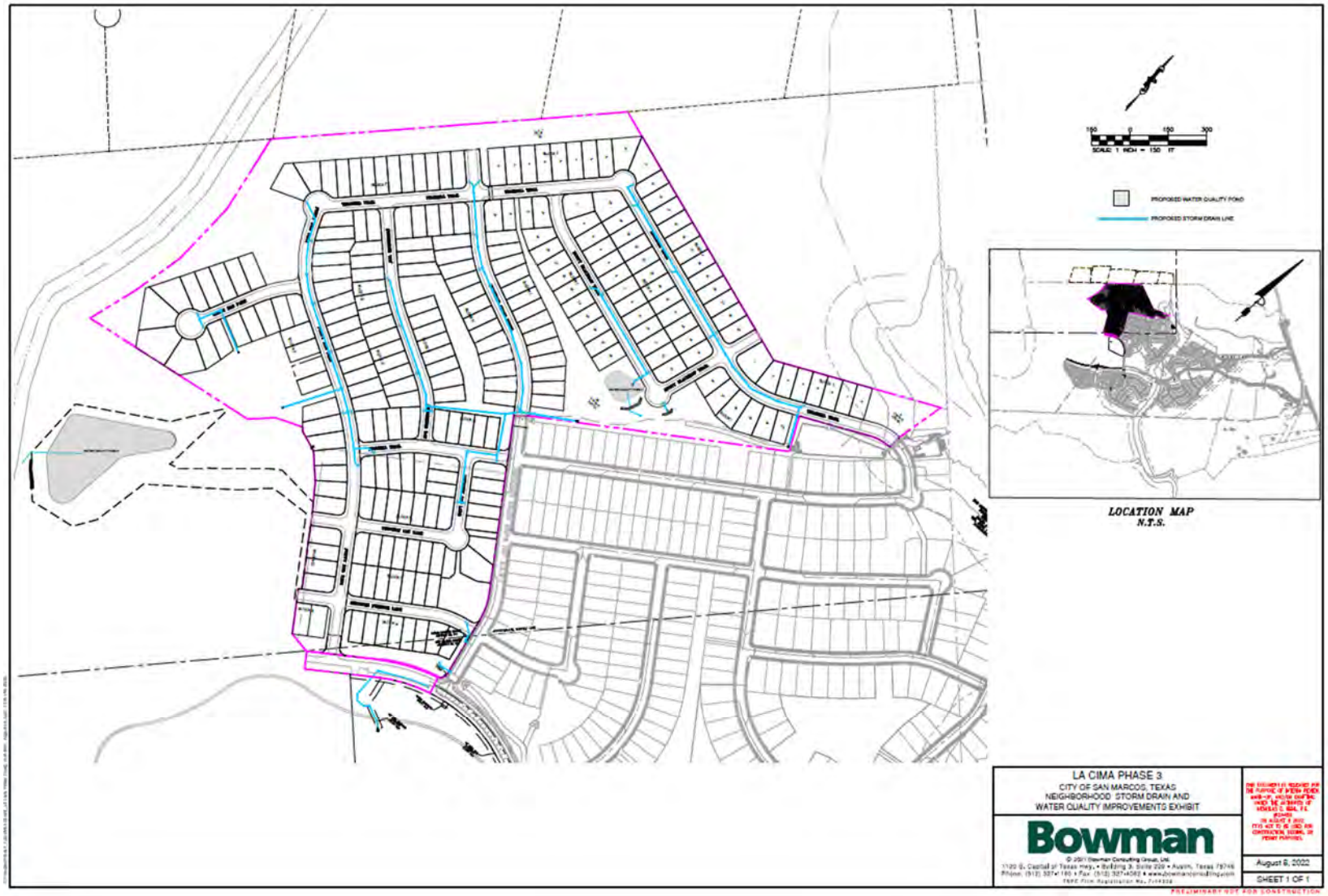
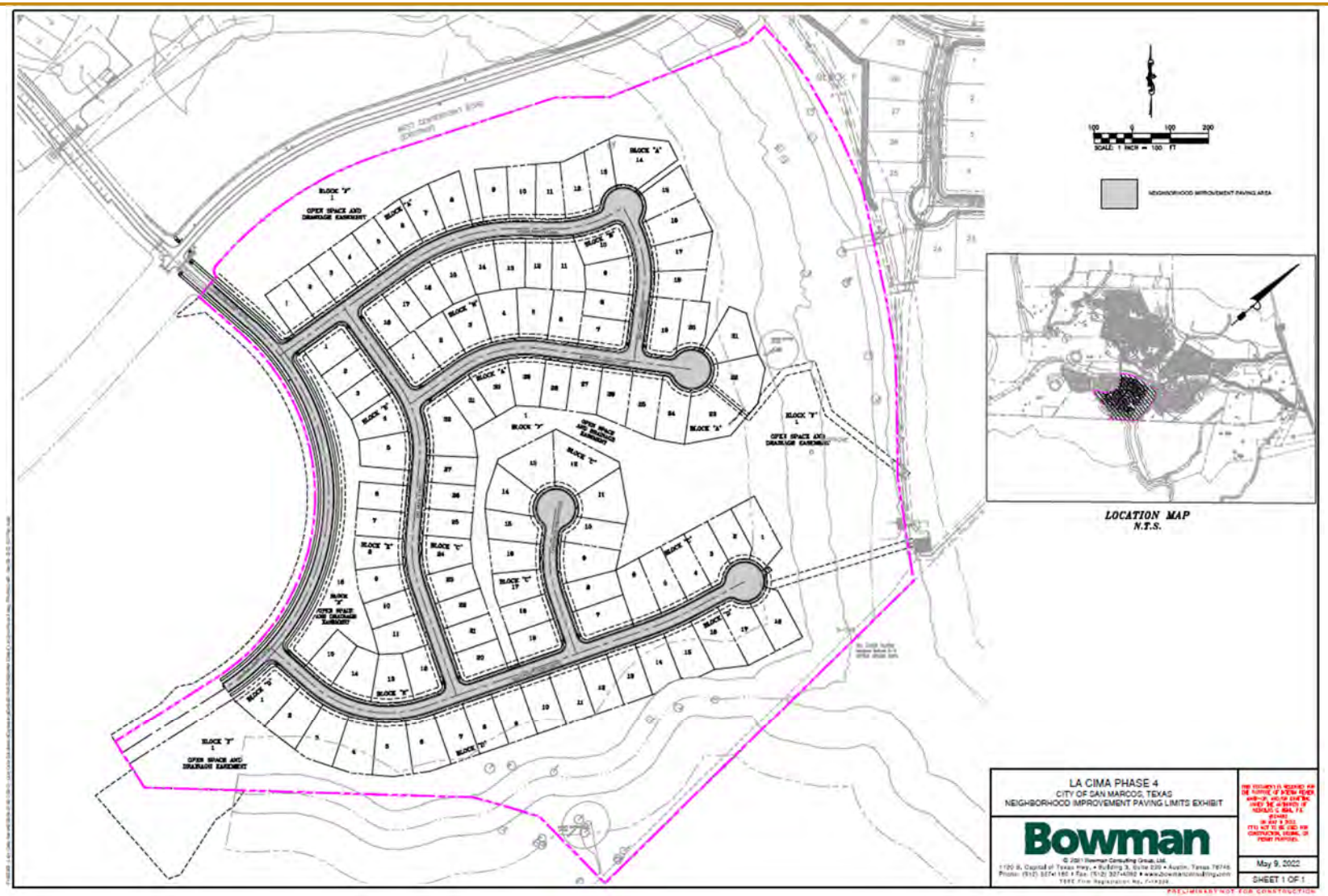
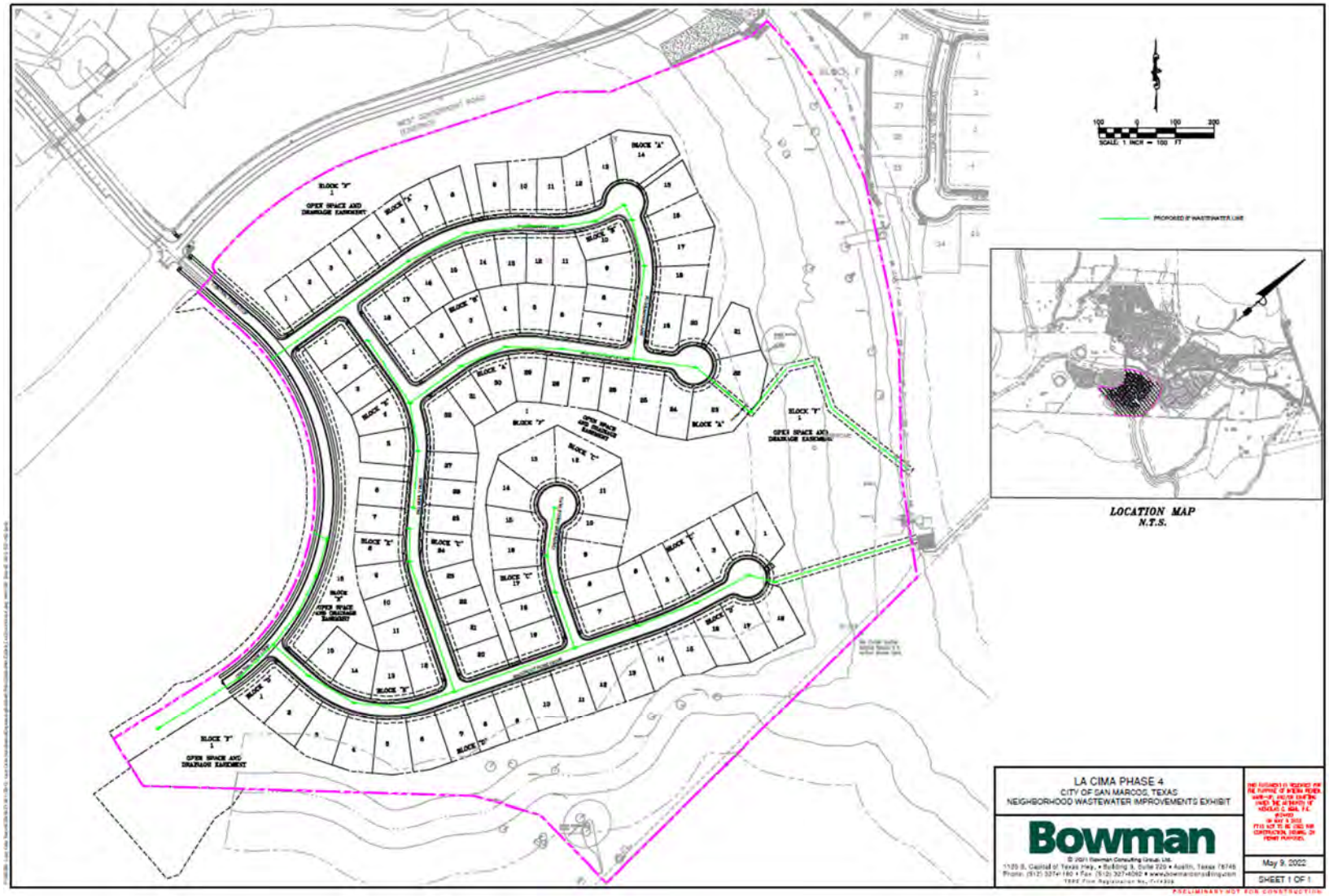
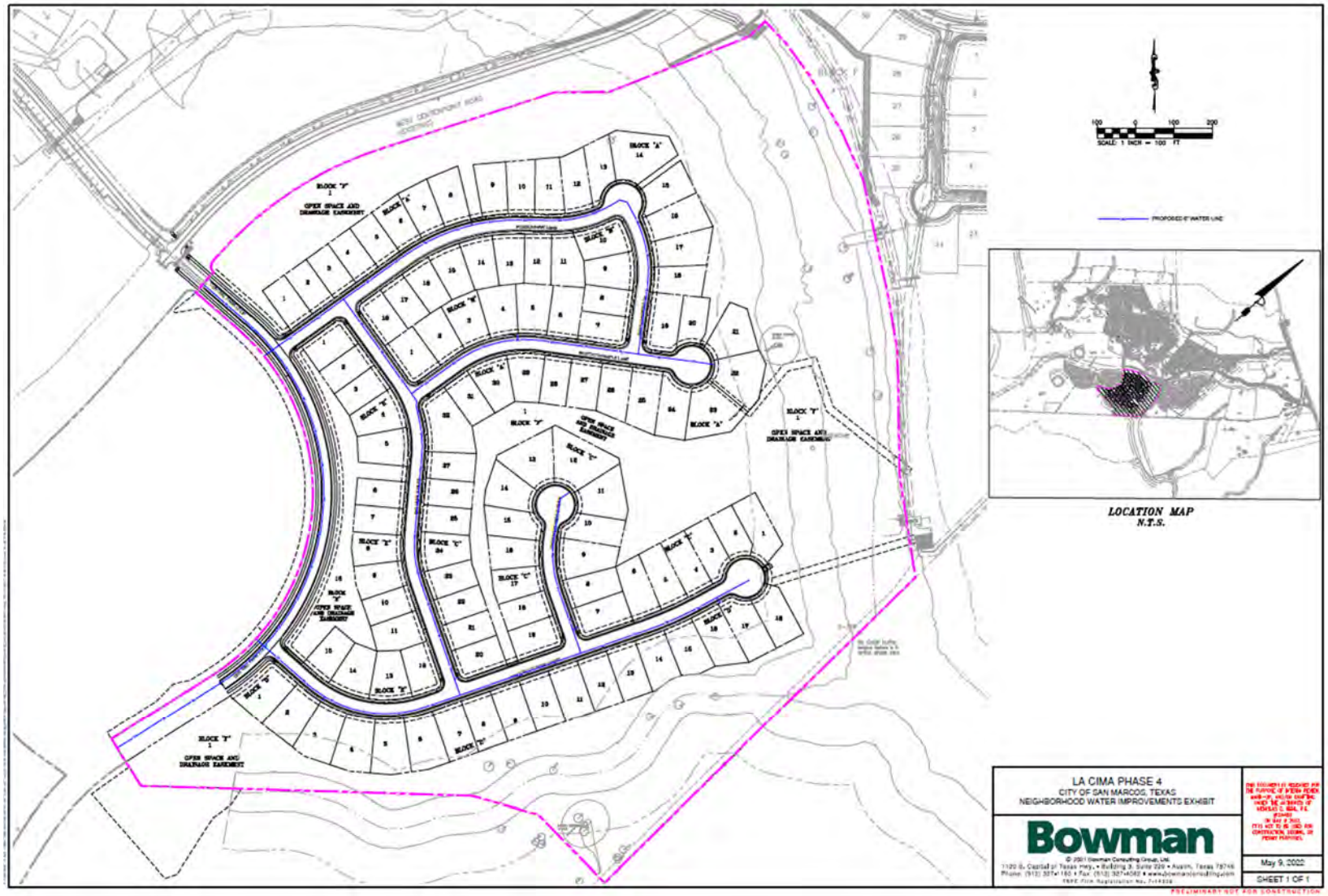

PROPOSED WATER QUALITY POND
PROPOSED STORM DRAIN LINE
LOCATION MAP
N.T.S.
LA CIMA PHASE 3
CITY OF SAN MARCOS, TEXAS
NEIGHBORHOOD STORM DRAIN AND
WATER QUALITY IMPROVEMENTS EXHIBIT
Bowman
August 8, 2022
SHEET 1 OF 1
PRELIMINARY NOT FOR CONSTRUCTION

EXHIBIT Q-6 – MAP OF PHASE 4 IMPROVEMENTS




LOCATION MAP
N.T.S.
LA CIMA PHASE 4
CITY OF SAN MARCOS, TEXAS
NEIGHBORHOOD WASTEWATER IMPROVEMENTS EXHIBIT
Bowman
May 9, 2022
SHEET 1 OF 1


LOCATION MAP
N.T.S.
LA CIMA PHASE 4
CITY OF SAN MARCOS, TEXAS
NEIGHBORHOOD WATER IMPROVEMENTS EXHIBIT
Bowman
May 9, 2022
SHEET 1 OF 1
PRELIMINARY NOT FOR CONSTRUCTION

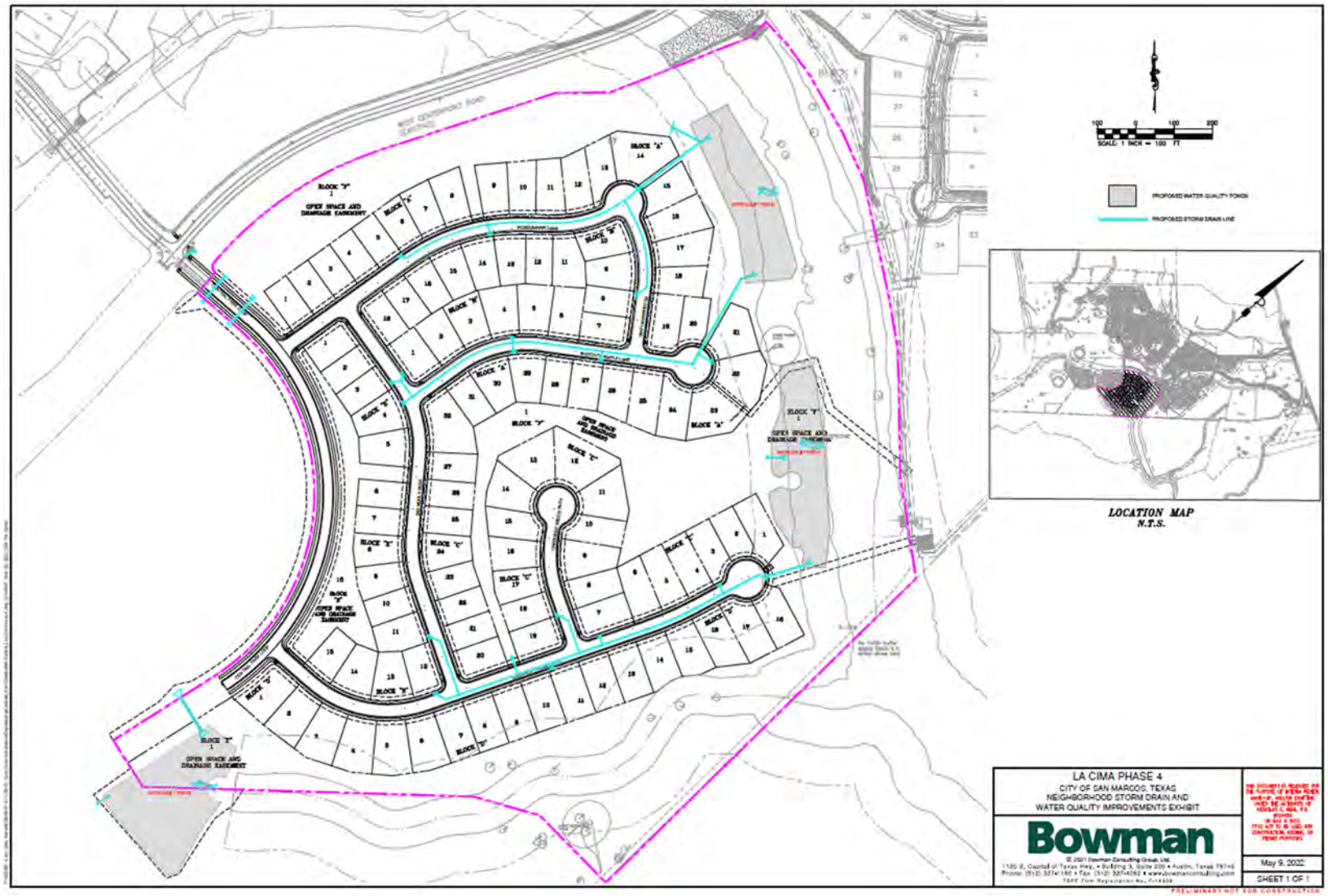
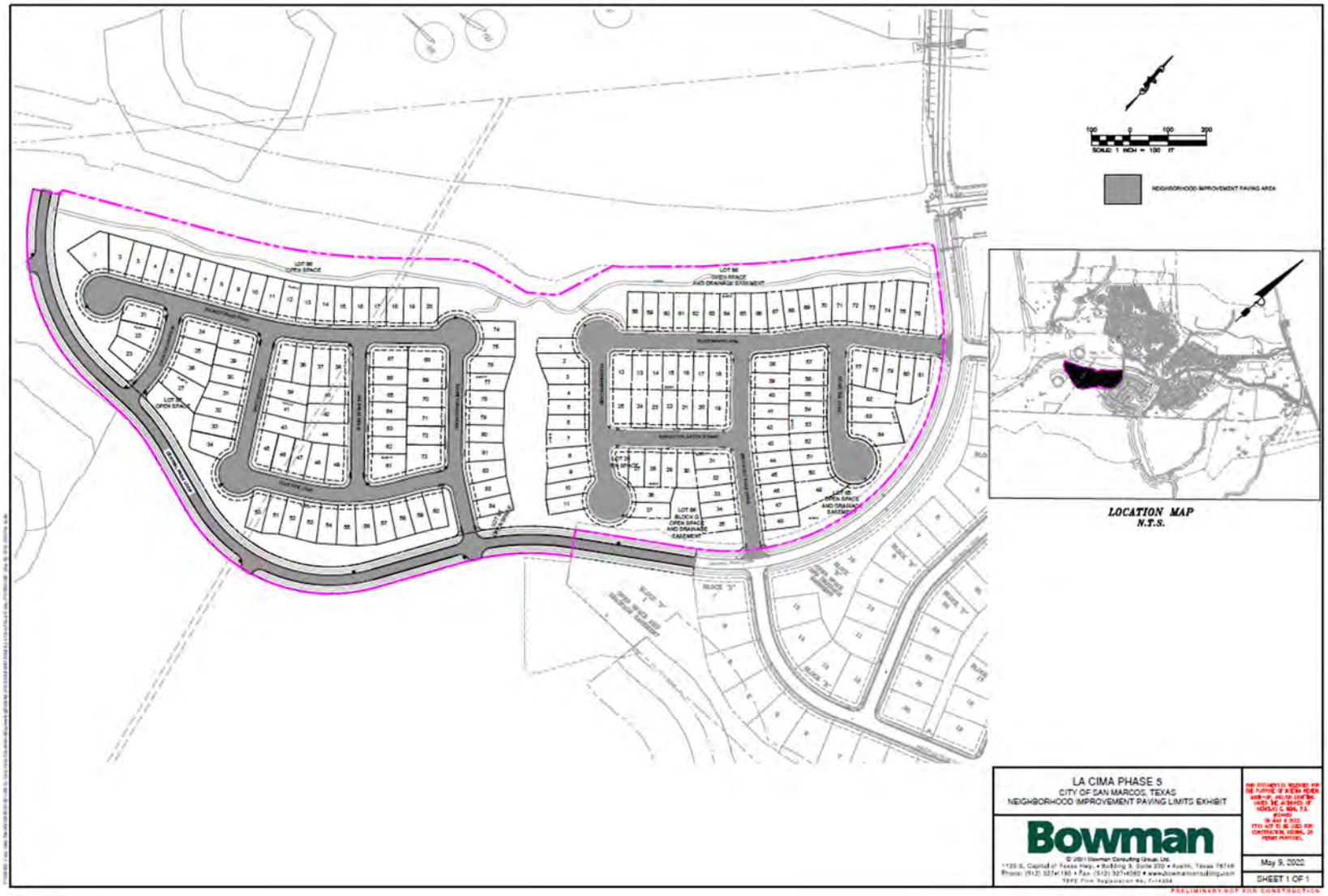
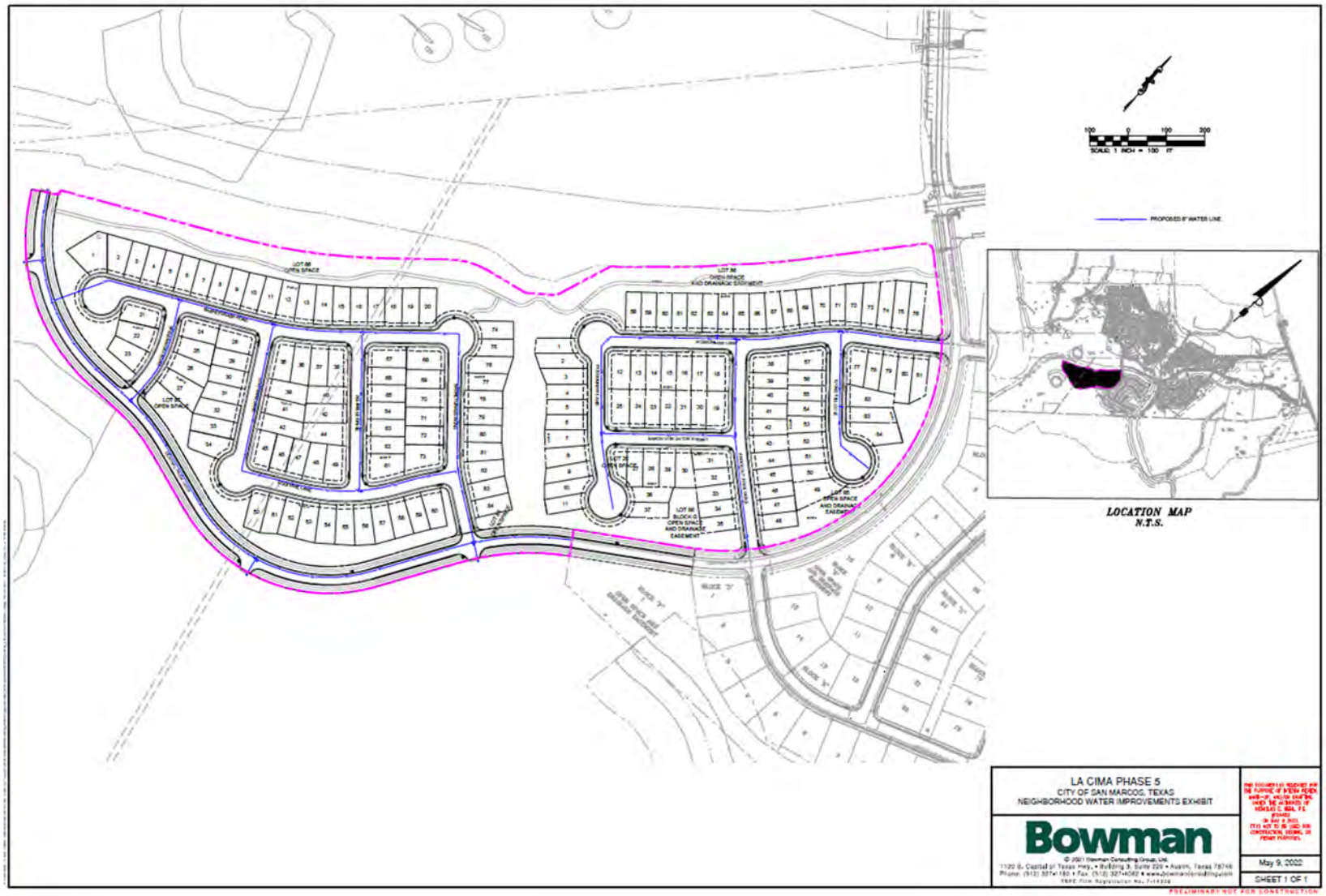


EXHIBIT Q-7 – MAP OF PHASE 5 IMPROVEMENTS


LOCATION MAP
N.T.S.
LA CIMA PHASE 5
CITY OF SAN MARCOS, TEXAS
NEIGHBORHOOD IMPROVEMENT PAVING LIMITS EXHIBIT
Bowman
May 9, 2022
SHEET 1 OF 1

100 0 100 200
SCALE: 1 INCH = 100 FT
PROPOSED 8" WASTEWATER LINE
LOCATION MAP
N.T.S.
LA CIMA PHASE 5
CITY OF SAN MARCOS, TEXAS
NEIGHBORHOOD WASTEWATER IMPROVEMENTS EXHIBIT
Bowman
May 9, 2022
SHEET 1 OF 1
PRELIMINARY NOT FOR CONSTRUCTION


LOCATION MAP
N.T.S.
LA CIMA PHASE 5
CITY OF SAN MARCOS, TEXAS
NEIGHBORHOOD WATER IMPROVEMENTS EXHIBIT
Bowman
May 9, 2022
SHEET 1 OF 1
PRELIMINARY NOT FOR CONSTRUCTION

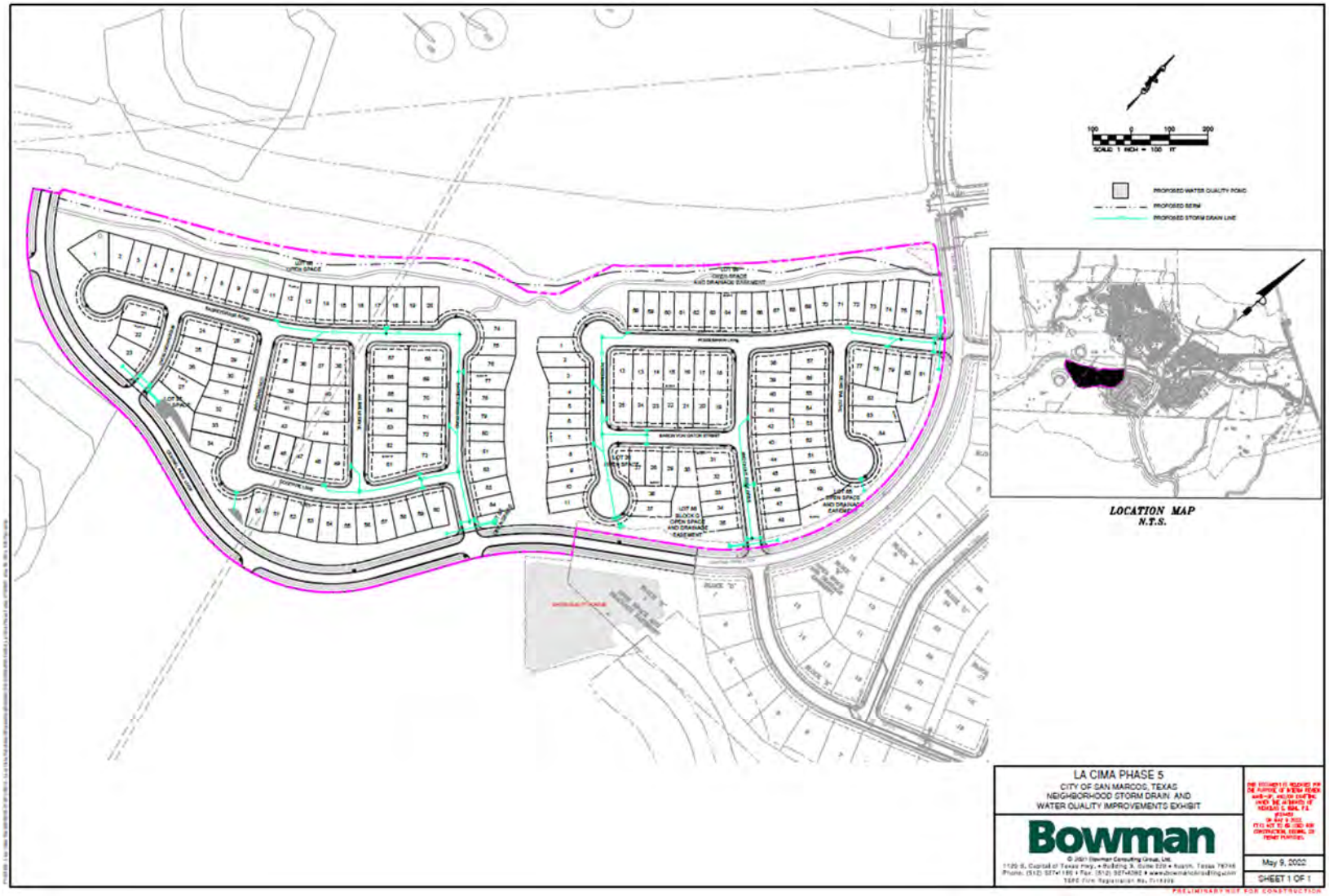

100 0 100 200
SCALE: 1 INCH = 100 FT
PROPOSED WATER QUALITY POND
PROPOSED BERM
PROPOSED STORM DRAIN LINE
LOCATION MAP
N.T.S.
LA CIMA PHASE 5
CITY OF SAN MARCOS, TEXAS
NEIGHBORHOOD STORM DRAIN AND
WATER QUALITY IMPROVEMENTS EXHIBIT
Bowman
May 9, 2022
SHEET 1 OF 1
PRELIMINARY NOT FOR CONSTRUCTION

EXHIBIT R – MAJOR IMPROVEMENT AREA MAP

EXHIBIT S – MAJOR IMPROVEMENT AREA LEGAL DESCRIPTION

Legal Descriptions for Parcels within PID

TRACT "A": 649.592 ACRES

649.592 ACRES OF LAND SITUATED IN THE JOHN WILLIAMS SURVEY, ABSTRACT NO. 490, THE LYDIA GLASGOW SURVEY NO. 14, ABSTRACT NO. 188, AND THE JOHN MAXIMILIAN, JR. SRUVEY NO. 15, ABSTRACT NO. 299, ALL OF HAYS COUNTY, TEXAS; SAID 649.592 ACRES DESCRIBED IN THE CORRECTION SPECIAL WARRANTY DEED WITH VENDOR'S LIEN FROM FROST BANK (FORMERLY KNOWN AS FROST NATIONAL BANK), TRUSTEE OF THE FREEMAN EDUCATIONAL FOUNDATION CREATED UNDER THE WILL OF JOSEPH FREEMAN, DECEASED, TO LAZY OAKS RANCH, LP, OF RECORD IN VOLUME 4877, PAGE 632, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS.

TRACT "B": 1388.17 ACRES

1388.17 ACRES OF LAND SITUATED IN THE WILLIAM SMITHSON SURVEY, ABSTRACT NO. 419 AND THE JOHN WILLIAMS SURVEY, ABSTRACT NO. 490, BOTH OF HAYS COUNTY, TEXAS; SAID 1388.17 ACRES DESCRIBED AS "TRACT ONE" IN THE SPECIAL WARRANTY DEED WITH VENDOR'S LIEN FROM BAT PARTNERS, LTD. TO LAZY OAKS RANCH, L.P., OF RECORD IN VOLUME 3772, PAGE 231, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS.

TRACT "C": 8.73 ACRES

8.73 ACRES OF LAND SITUATED IN THE JOHN WILLIAMS SURVEY, ABSTRACT NO. 490 AND THE JOHN MAXIMILIAN, JR. SURVEY NO. 15, ABSTRACT NO. 299, BOTH OF HAYS COUNTY, TEXAS; SAID 8.73 ACRES DESCRIBED AS "TRACT TWO" IN THE SPECIAL WARRANTY DEED WITH VENDOR'S LIEN FROM BAT PARTNERS, LTD. TO LAZY OAKS RANCH, L.P., OF RECORD IN VOLUME 3772, PAGE 231, OFFICIAL PUBLIC RECORDS OFHAYS COUNTY, TEXAS.

TRACT "D" 23.823 ACRES

AS DESCRIBED ON EXHIBIT A-1 ATTACHED HERETO.

SAVE AND EXCEPT THE PROPERTY DESCRIBED ON EXHIBIT B AND C.

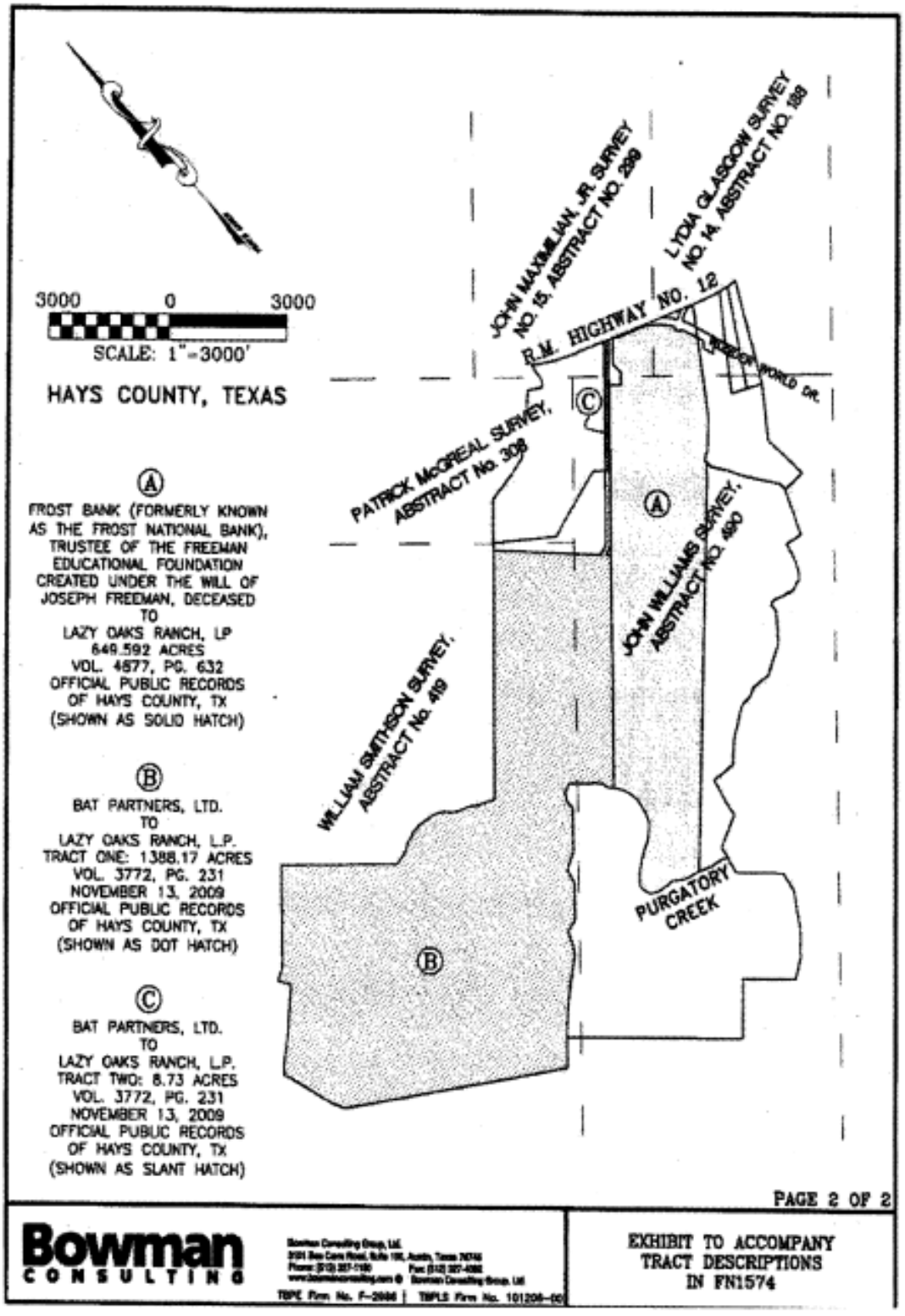

3000 0 3000
SCALE: 1"=3000'
HAYS COUNTY, TEXAS
JOHN MAXIMILIAN, JR. SURVEY NO. 15, ABSTRACT NO. 299
LYDIA GLASCOW SURVEY NO. 14, ABSTRACT NO. 188
R.M. HIGHWAY NO. 12
PATRICK McGREAL SURVEY, ABSTRACT No. 308
JOHN WILLIAMS SURVEY, ABSTRACT NO. 490
WILLIAM SMITHSON SURVEY, ABSTRACT No. 419
PURGATORY CREEK
Ⓐ
FROST BANK (FORMERLY KNOWN AS THE FROST NATIONAL BANK), TRUSTEE OF THE FREEMAN EDUCATIONAL FOUNDATION CREATED UNDER THE WILL OF JOSEPH FREEMAN, DECEASED TO LAZY OAKS RANCH, LP 649.592 ACRES VOL. 4877, PG. 632 OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TX (SHOWN AS SOLID HATCH)
Ⓑ
BAT PARTNERS, LTD. TO LAZY OAKS RANCH, L.P. TRACT ONE: 1388.17 ACRES VOL. 3772, PG. 231 NOVEMBER 13, 2009 OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TX (SHOWN AS DOT HATCH)
Ⓒ
BAT PARTNERS, LTD. TO LAZY OAKS RANCH, L.P. TRACT TWO: 8.73 ACRES VOL. 3772, PG. 231 NOVEMBER 13, 2009 OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TX (SHOWN AS SLANT HATCH)
PAGE 2 OF 2
Bowman CONSULTING
EXHIBIT TO ACCOMPANY TRACT DESCRIPTIONS IN FN1574

EXHIBIT A-1

Tract "D"

23.823 Acres
John Williams Survey, A-489
Patrick McGreal Survey, A-308
William Smithson Survey, A-419
Hays County, Texas

Job No. 5956-01-003
FN1888(dw)
Page 1 of 3

FIELD NOTES DESCRIPTION

DESCRIPTION OF 23.823 ACRES OF LAND SITUATED IN THE JOHN WILLIAMS SURVEY, ABSTRACT NO. 489, THE PATRICK McGREAL SURVEY, ABSTRACT NO. 308, AND THE WILLIAM SMITHSON SURVEY, ABSTRACT NO. 419, ALL OF HAYS COUNTY, TEXAS; BEING A PORTION OF THAT CALLED 48.29 ACRE TRACT DESCRIBED AS "TRACT 1" IN THE SPECIAL WARRANTY DEED FROM MARY THEDFORD, INDEPENDENT EXECUTRIX OF THE ESTATE OF VELMA ROBINSON, DECEASED, TO SAN MARCOS BAPTIST ACADEMY FOUNDATION, INC., OF RECORD IN VOLUME 3013, PAGE 82, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS; SAID 23.823 ACRES AS SURVEYED BY BOWMAN CONSULTING GROUP, LTD., BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2 inch iron rod with plastic cap stamped "Byrn" found being the northeast corner of said 48.29 acre tract, same being the southwest corner of that called 8.73 acre tract described as "Tract Two" in the Special Warranty Deed with Vendor's Lien to Lazy Oaks Ranch, LP, of record in Volume 3772, Page 231, Official Public Records of Hays County, Texas, same being the northernmost corner of that called 1388.17 acre tract described as "Tract One" in the Special Warranty Deed with Vendor's Lien to Lazy Oaks Ranch, LP, of record in Volume 3772, Page 231, Official Public Records of Hays County, Texas, same being an angle point in the east line of the remainder of that called 200.00 acre tract described as "Tract 3" in the General Warranty Deed to San Marcos Baptist Academy Foundation of record in Volume 1971, Page 769, Official Public Records of Hays County, Texas, for the easternmost corner and POINT OF BEGINNING of the tract described herein, from which a 1/2 inch iron rod found being the common east corner of said 8.73 acre tract and said 1388.17 acre tract, same being an angle point on the west line of the remainder of that called 659.9 acre tract (1/2 undivided interest) described in the Special Warranty Deed to Frost National Bank, Independent Executor and Trustee under the Will of Joseph Freeman (Deceased), of record in Volume 359, Page 883, Deed Records of Hays County, Texas, bears S 46°30'58" E, a distance of 124.87 feet;

THENCE with the east line of said 48.29 acre tract and the irregular north line of said 1388.17 acre tract, with the east line of the tract described herein, the following two (2) courses and distances:

1. S 43°26'03" W, a distance of 1703.68 feet to a 1/2 inch iron rod with plastic cap stamped "Byrn" found, being an angle point on the east line of said 48.29 acre tract and an angle point on the irregular north line of said 1388.17 acre tract, and

2. S 71°00'03" W, a distance of 282.83 feet to a 1/2 inch iron rod with plastic cap stamped "Byrn" found, being the southeast corner of said 48.29 acre tract and an angle point on the irregular north line of said 1388.17 acre tract, for the southeast corner of the tract described herein;

THENCE N 43°46'38" W, with a portion of the south line of said 48.29 acre tract, also with a portion of the irregular north line of said 1388.17 acre tract, with the south line of the tract described herein, a distance of 924.01 feet to a 1/2 inch iron rod with plastic cap stamped "BCG" set for the southwest corner of the tract described herein, from which a 1/2 inch iron rod with plastic cap stamped "Byrn" found, being the common west corner of said 48.29 acre tract and said 1388.17 acre tract, same being on the east line of Tract 8, Fox Ridge Phase 1, a subdivision of record in Book 1, Page 371, Plat Records of Hays County, Texas, said east line of said Tract 8 being subject to a Boundary Line Agreement of record in Volume 262, Page 881, Deed Records of Hays County, Texas, bears N 43°46'38" W, a distance of 1779.78 feet;

THENCE N 71°48'34" E, leaving the irregular north line of said 1388.17 acre tract and through the interior of said 48.29 acre tract, with the west line of the tract described herein, a distance of 2170.89 feet to a 1/2 inch iron rod with plastic cap stamped "BCG" set on the irregular north line of said 48.29 acre tract, same being on the irregular south line of said 200.00 acre remainder tract, from which a 1/2 inch iron rod with plastic cap stamped "BCG" set, being an angle point on the irregular north line of said 48.29 acre tract, and

an angle point in the irregular south line of said 200.00 acre remainder tract, bears N 46°30'58" W, a distance of 275.87 feet;

THENCE S 46°30'58" E, with the irregular north line of said 48.29 acre tract and the irregular south line of said 200.00 acre remainder tract, with the north line of the tract described herein, a distance of 22.48 feet to the POINT OF BEGINNING and containing 23.823 acres of land, more or less.

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

BOWMAN WORD FILE: FN1568(clw)

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

That I, Cara L. Williams, a Registered Professional Land Surveyor, do hereby certify that the above description and the accompanying sketch 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 February 2014, under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, on this 25th day of February 2014, A.D.

Bowman Consulting Group, Ltd.
Austin, Texas 78746

Cara L. Williams
Registered Professional Land Surveyor
No. 6338 – State of Texas

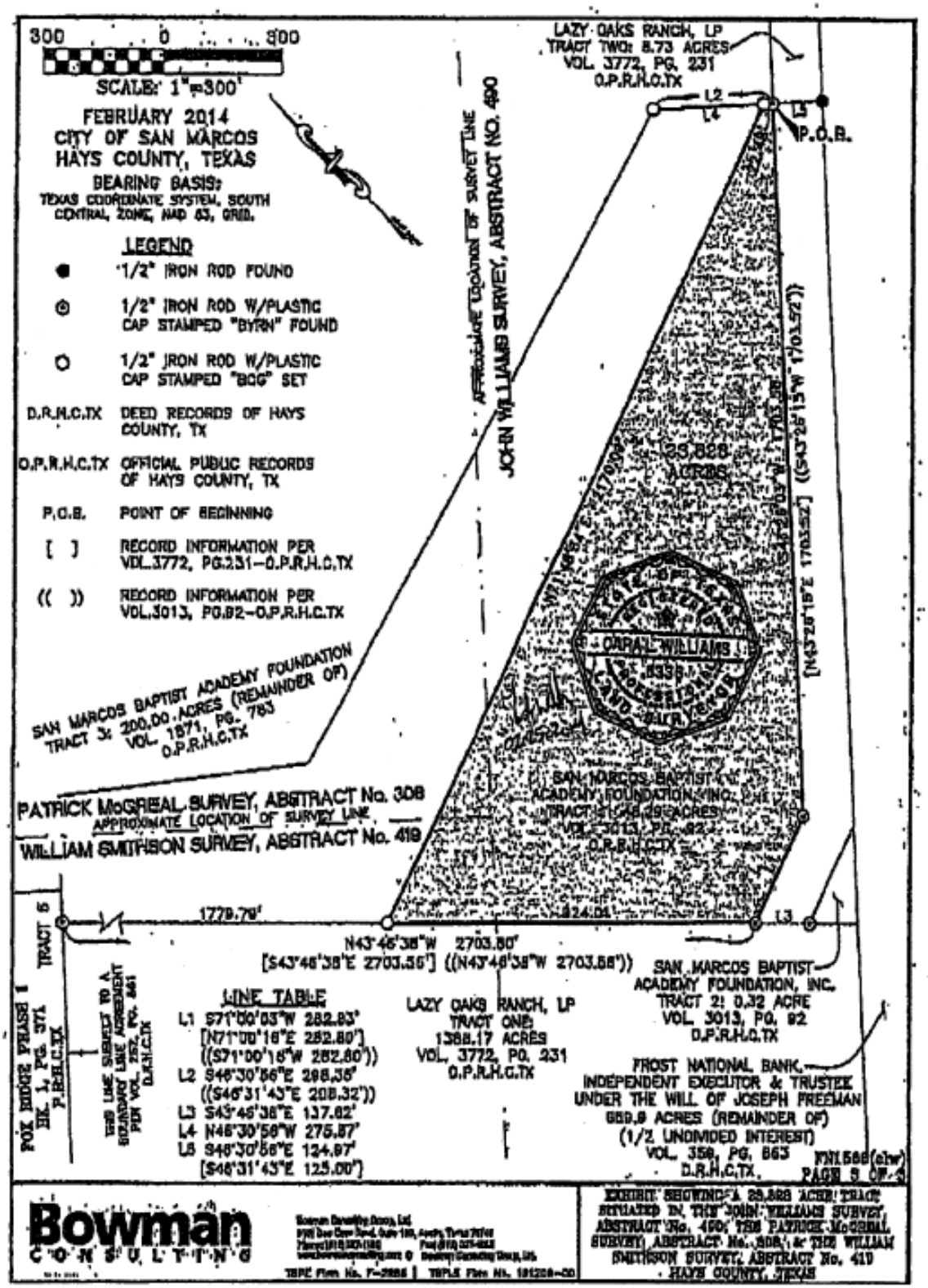

300 0 300
SCALE: 1"=300'
FEBRUARY 2014
CITY OF SAN MARCOS
HAYS COUNTY, TEXAS
BEARING BASIS:
TEXAS COORDINATE SYSTEM, SOUTH CENTRAL, ZONE, NAD 83, GRID.
LEGEND
1/2" IRON ROD FOUND
1/2" IRON ROD W/PLASTIC CAP STAMPED "BYRN" FOUND
1/2" IRON ROD W/PLASTIC CAP STAMPED "BCG" SET
D.R.H.C.TX DEED RECORDS OF HAYS COUNTY, TX
O.P.R.H.C.TX OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TX
P.O.B. POINT OF BEGINNING
[ ] RECORD INFORMATION PER VOL.3772, PG.231-O.P.R.H.C.TX
(( )) RECORD INFORMATION PER VOL.3013, PG.82-O.P.R.H.C.TX
LAZY OAKS RANCH, LP
TRACT TWO: 8.73 ACRES
VOL. 3772, PG. 231
O.P.R.H.C.TX
P.O.B.
JOHN WILLIAMS SURVEY, ABSTRACT NO. 490
APPROXIMATE LOCATION OF SURVEY LINE
28.828 ACRES
[N43°26'15"W 1703.52'] ((S43°26'15"W 1703.52'))
ORAL WILLIAMS
5338
REGISTERED LAND SURVEYOR
SAN MARCOS BAPTIST ACADEMY FOUNDATION
TRACT 3: 200.00 ACRES (REMAINDER OF)
VOL. 1871, PG. 783
O.P.R.H.C.TX
PATRICK McGREAL SURVEY, ABSTRACT No. 308
APPROXIMATE LOCATION OF SURVEY LINE
WILLIAM SMITHSON SURVEY, ABSTRACT No. 419
SAN MARCOS BAPTIST ACADEMY FOUNDATION, INC.
TRACT 2: 0.32 ACRE
VOL. 3013, PG. 82
O.P.R.H.C.TX
1779.79'
824.01'
N43°46'38"W 2703.80'
[S43°46'38"E 2703.56'] ((N43°46'38"W 2703.88'))
LINE TABLE
L1 S71°00'03"W 282.83' [N71°00'16"E 282.80'] ((S71°00'16"W 282.80'))
L2 S46°30'56"E 298.36' ((S46°31'43"E 298.32'))
L3 S43°46'38"E 137.62'
L4 N46°30'56"W 275.87'
L5 S46°30'56"E 124.97' [S46°31'43"E 125.00']
LAZY OAKS RANCH, LP
TRACT ONE:
1388.17 ACRES
VOL. 3772, PG. 231
O.P.R.H.C.TX
FROST NATIONAL BANK, INDEPENDENT EXECUTOR & TRUSTEE UNDER THE WILL OF JOSEPH FREEMAN
669.9 ACRES (REMAINDER OF)
(1/2 UNDIVIDED INTEREST)
VOL. 350, PG. 863
D.R.H.C.TX.
FOX RIDGE PHASE 1
EK. L, PG. 371
P.R.H.C.TX
TRACT 6
TRUE LINE SUBJECT TO A BOUNDARY LINE AGREEMENT FOR VOL. 252, PG. 861 D.R.H.C.TX
FN1566(slw)
PAGE 3 OF 3
Bowman CONSULTING
EXHIBIT SHOWING A 28.828 ACRE TRACT SITUATED IN THE JOHN WILLIAMS SURVEY, ABSTRACT No. 490, THE PATRICK McGREAL SURVEY, ABSTRACT No. 308, & THE WILLIAM SMITHSON SURVEY, ABSTRACT No. 419 HAYS COUNTY, TEXAS

EXHIBIT B

Save and Except

23.823 Acres
William Smithson Survey, A-419
Hays County, Texas

Job No. 8956-01-003
FN1571(clw)
Page 1 of 3

FIELD NOTES DESCRIPTION

DESCRIPTION OF 23.823 ACRES OF LAND SITUATED IN THE WILLIAM SMITHSON SURVEY, ABSTRACT NO. 419; HAYS COUNTY, TEXAS; BEING A PORTION OF THAT CALLED 1388.17 ACRE TRACT DESCRIBED AS "TRACT ONE" IN THE SPECIAL WARRANTY DEED WITH VENDOR'S LIEN FROM BAT PARTNERS, LTD. TO LAZY OAKS RANCH, LP, OF RECORD IN VOLUME 3772, PAGE 231, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS; SAID 23.823 ACRES AS SURVEYED BY BOWMAN CONSULTING GROUP, LTD., BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2 inch iron rod with plastic cap stamped "Bym" found, being an angle point on the irregular north line of said 1388.17 acre tract, same being the southwest corner of that called 48.29 acre tract described as "Tract 1" in the Special Warranty Deed to San Marcos Baptist Academy Foundation, Inc., of record in Volume 3013, Page 92, Official Public Records of Hays County, Texas, same being on the east line of Tract 6, Fox Ridge Phase 1, a subdivision of record in Book 1, Page 371, Plat Records of Hays County, Texas, said east line of said Tract 6 being subject to a Boundary Line Agreement of record in Volume 282, Page 881, Deed Records of Hays County, Texas; for the northernmost corner and POINT OF BEGINNING of the tract described herein, from which a 1/2 inch iron rod found, being an angle point on the irregular north line of said 48.29 acre tract, same being the westernmost corner of the remainder of that certain 200.00 acre tract described as "Tract 3" in the General Warranty Deed to San Marcos Baptist Academy Foundation of record in Volume 1871, Page 763, Official Public Records of Hays County, Texas, same being on the east line of Tract 6 of said Fox Ridge Phase 1, bears N 43°44'00" E, a distance of 177.29 feet;

THENCE S 43°46'38" E, leaving the east line of said Tract 6, with portions of the irregular north line of said 1388.17 acre tract and the south line of said 48.29 acre tract, with the north line of the herein described tract, a distance of 1267.88 feet to a 1/2 inch iron rod with plastic cap stamped "BCG" set for the northeast corner of the tract described herein, from which a 1/2" iron rod with plastic cap stamped "Bym" found, being an angle point on the irregular north line of said 1388.17 acre tract, same being the southeast corner of said 48.29 acre tract, bears S 43°46'38" E, a distance of 1438.12 feet;

THENCE leaving the south line of said 48.29 acre tract and through the interior of said 1388.17 acre tract, with the south and west lines of the tract described herein, the following two (2) courses and distances:

1. S 84°20'56" W, a distance of 706.14 feet to a 1/2 inch iron rod with plastic cap stamped "BCG" set for the southeast corner of the tract described herein, and

2. N 71°50'54" W, a distance of 1128.48 feet to a 1/2 inch iron rod with plastic cap stamped "BCG" set, being on the west line of said 1388.17 acre tract, same being on the east line of Tract 16 of said Fox Ridge Phase 1, for the southwest corner of the tract described herein;

THENCE N 43°44'00" E, with portions of the west line of said 1388.17 acre tract and the east lines of said Tracts 6 and 16, with the west line of the tract described herein, passing at a distance of 610.86 feet a 1/2 inch iron rod found being the common east corner of said Tracts 6 and 16, and continuing for a total distance of 1203.29 feet to the POINT OF BEGINNING and containing 23.823 acres of land, more or less.

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

BOWMAN WORD FILE: FN1571(clw)

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

That I, Cara L. Williams, a Registered Professional Land Surveyor, do hereby certify that the above description and the accompanying sketch 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 February 2014, under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, on this 13th day of February 2014, A.D.

Bowman Consulting Group, Ltd.
Austin, Texas 78746

Cara L. Williams
Registered Professional Land Surveyor
No. 6336 – State of Texas

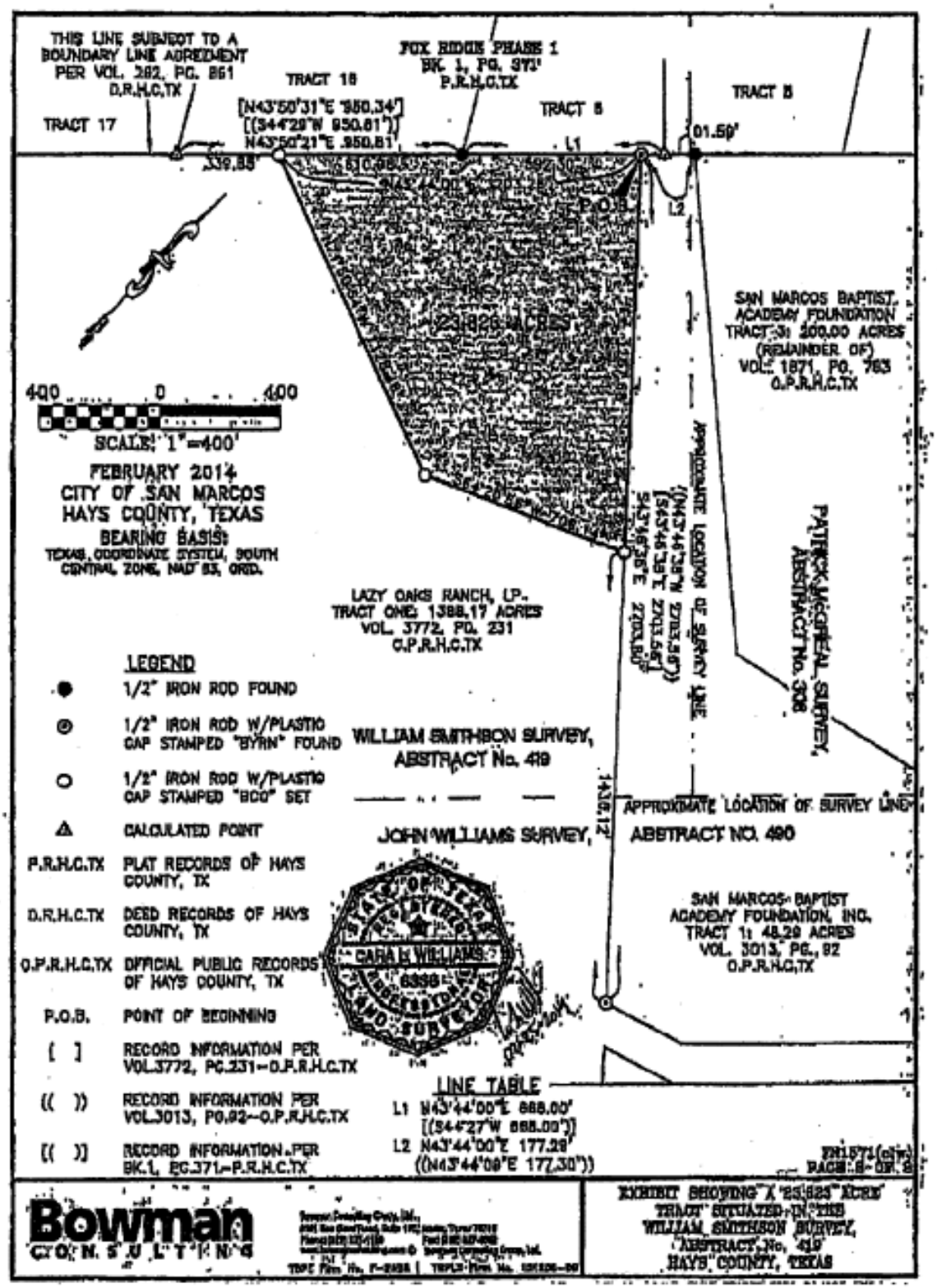

THIS LINE SUBJECT TO A BOUNDARY LINE AGREEMENT PER VOL. 282, PG. 851 D.R.H.C.TX
FOX RIDGE PHASE 1 BK. 1, PG. 371 P.R.H.C.TX
TRACT 17
TRACT 18
TRACT 5
[N43°50'31"E 950.34']
[(S44°29"W 950.81')]
N43°50'21"E 950.81'
339.85'
P.O.B.
23.826 ACRES
SAN MARCOS BAPTIST ACADEMY FOUNDATION TRACT 3: 200.00 ACRES (REMAINDER OF) VOL. 1871, PG. 763 O.P.R.H.C.TX
400 0 400
SCALE: 1"=400'
FEBRUARY 2014
CITY OF SAN MARCOS
HAYS COUNTY, TEXAS
BEARING BASIS:
TEXAS, COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NAD 83, GRID.
LAZY OAKS RANCH, LP. TRACT ONE: 1388.17 ACRES VOL. 3772, PG. 231 O.P.R.H.C.TX
APPROXIMATE LOCATION OF SURVEY LINE
PATRICK MCGRAN SURVEY, ABSTRACT No. 308
WILLIAM SMITHSON SURVEY, ABSTRACT No. 419
JOHN WILLIAMS SURVEY, ABSTRACT NO. 490
SAN MARCOS BAPTIST ACADEMY FOUNDATION, INC. TRACT 1: 48.29 ACRES VOL. 3013, PG., 92 O.P.R.H.C.TX
LEGEND
1/2" IRON ROD FOUND
1/2" IRON ROD W/PLASTIC CAP STAMPED "BYRN" FOUND
1/2" IRON ROD W/PLASTIC CAP STAMPED "BCG" SET
CALCULATED POINT
P.R.H.C.TX PLAT RECORDS OF HAYS COUNTY, TX
D.R.H.C.TX DEED RECORDS OF HAYS COUNTY, TX
O.P.R.H.C.TX OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TX
P.O.B. POINT OF BEGINNING
[ ] RECORD INFORMATION PER VOL.3772, PG.231-O.P.R.H.C.TX
(( )) RECORD INFORMATION PER VOL.3013, PG.92-O.P.R.H.C.TX
[( )] RECORD INFORMATION PER BK.1, PG.371-P.R.H.C.TX
STATE OF TEXAS
REGISTERED
CARLA B. WILLIAMS
6338
PROFESSIONAL
LAND SURVEYOR
LINE TABLE
L1 N43°44'00"E 888.00' [(S44°27"W 888.00')]
L2 N43°44'00"E 177.28' ((N43°44'00"E 177.30'))
EXHIBIT SHOWING A 23.826 ACRE TRACT SITUATED IN THE WILLIAM SMITHSON SURVEY, ABSTRACT No. 419 HAYS COUNTY, TEXAS
Bowman CONSULTING
TBPE Firm No. F-2435 | TBPLS Firm No. 10106500

EXHIBIT C

Save and Except

2.467 Acres
John Maximilian, Jr. Survey No. 15, A-299
John Williams Survey, A-490
Hays County, Texas

Job No. 5356-01-003
FN1596(clw)
Page 1 of 3

FIELD NOTES DESCRIPTION

DESCRIPTION OF 2.467 ACRES OF LAND SITUATED IN THE JOHN MAXIMILIAN, JR. SURVEY NO. 15, ABSTRACT NO. 299 AND THE JOHN WILLIAMS SURVEY, ABSTRACT NO. 490, BOTH OF HAYS COUNTY, TEXAS; BEING A PORTION OF THAT CALLED 8.73 ACRE TRACT DESCRIBED AS "TRACT TWO" IN THE SPECIAL WARRANTY DEED WITH VENDOR'S LIEN FROM BAT PARTNERS, LTD. TO LAZY OAKS RANCH, LP, OF RECORD IN VOLUME 3772, PAGE 231, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS; SAID 2.467 ACRES AS SURVEYED BY BOWMAN CONSULTING GROUP, LTD., BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2 inch iron rod with plastic cap stamped "Bym" found in the south right-of-way line of R.M. Highway No. 12 (R.O.W. varies), being the common north corner of said 8.73 acre tract and that called 0.112 acre tract described as "Parcel 60" in the Deed to the County of Hays of record in Volume 4389, Page 30, Official Public Records of Hays County, Texas, for the northwest corner and POINT OF BEGINNING of the tract described herein, from which a TXDOT type I concrete monument found in the south right-of-way line of R.M. Highway No. 12, being an angle point in the north line of the remainder of that called 200.00 acre tract described as "Tract 3" in the General Warranty Deed to San Marcos Baptist Academy Foundation of record in Volume 1871, Page 763, Official Public Records of Hays County, Texas, bears N 66°46'57" W, a distance of 989.70 feet;

THENCE S 66°46'57" E, with the south right-of-way line of R.M. Highway No. 12 and the north line of said 8.73 acre tract, with the north line of the tract described herein, a distance of 133.15 feet to a 1/2 inch iron rod with plastic cap stamped "Bym" found, being the common north corner of said 8.73 acre tract and that called 0.005 acre tract described as "Parcel 61" in the Deed to the County of Hays of record in Volume 4389, Page 30, Official Public Records of Hays County, Texas, for the northeast corner of the tract described herein, from which a 1/2 iron rod found in the south right-of-way line of R.M. Highway No. 12, being the common north corner of that called 4.337 acre tract described as "Tract One" in the Warranty Deed to the City of San Marcos, of record in Volume 1080, Page 674, Official Public Records of Hays County, Texas, and that called 0.464 acre tract described as "Parcel 55" in the Special Warranty Deed to the County of Hays of record in Volume 4264, Page 611, Official Public Records of Hays County, Texas, bears S 66°46'57" E, a distance of 119.39 feet;

THENCE leaving the south right-of-way line of R.M. Highway No. 12, with the west line of said 0.005 acre tract, also with portions of the east line of said 8.73 acre tract and the west line of said 200.00 acre remainder tract, with a portion of the east line of the tract described herein, the following two (2) courses and distances:

1. S 43°26'39" W, a distance of 69.67 feet to a 1/2 inch iron rod with plastic cap stamped "BCG" set, being an angle point in the east line of said 8.73 acre tract, and
2. S 13°08'28" W, a distance of 23.96 feet to a 1/2 inch iron rod with plastic cap stamped "Bym" found, being an angle point in the east line of said 8.73 acre tract, also being on the east line of said 200.00 acre remainder tract and the west line of said 4.337 acre tract;

THENCE S 43°22'28" W, continuing with a portion of the east line of said 8.73 acre tract, also with a portion of the west line of said 4.337 acre tract, with a portion of the east line of the tract described herein, a distance of 979.24 feet to a 1/2 inch iron rod found, being the southwest corner of said 4.337 acre tract, same being an angle point in the west line of the remainder of that called 659.9 acre tract (1/2 undivided interest) described in the Special Warranty Deed to First National Bank, Independent Executor and Trustee under the Will of Joseph Freeman (Deceased), of record in Volume 359, Page 983, Deed Records of Hays County, Texas, for the southeast corner of the tract described herein;

THENCE through the interior of said 8.73 acre tract, with the south line of the tract described herein, the following two (2) courses and distances:

1. N 46°37'22" W, a distance of 15.61 feet to a 1/2 inch iron rod with plastic cap stamped "BCG" set at the beginning of a curve to the left, and

2. with the arc of said curve, having a radius of 500.00 feet, an arc length of 341.10 feet, and a chord which bears N 24°08'50" E, a distance of 334.52 feet to a 1/2 inch iron rod with plastic cap stamped "BCG" set, being on the west line of said 8.73 acre tract and the east line of said 200.00 acre remainder tract, for the southwest corner of the tract described herein;

THENCE with portions of the west line of said 8.73 acre tract and the east line of said 200.00 acre remainder tract, and the east line of said 0.112 acre tract, with the west line of the tract described herein, the following three (3) courses and distances:

1. N 43°26'43" E, a distance of 628.90 feet to a 1/2 inch iron rod with plastic cap stamped "Bym" found, being an angle point in the common line of said 8.73 acre tract and said 200.00 acre remainder tract,

2. N 13°24'39" E, a distance of 24.00 feet to a 1/2 inch iron rod with plastic cap stamped "Bym" found, being an angle point in the common line of said 8.73 acre tract and said 200.00 acre remainder tract,

3. N 43°28'00" E, a distance of 57.11 feet to the POINT OF BEGINNING and containing 2.467 acres of land, more or less.

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

BOWMAN WORD FILE: FN1586(clw)

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

That I, Cara L. Williams, a Registered Professional Land Surveyor, do hereby certify that the above description and the accompanying sketch 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 February 2014, under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, on this 25th day of February 2014, A.D.

Bowman Consulting Group, Ltd.
Austin, Texas 78746

Cara L. Williams
Registered Professional Land Surveyor
No. 6338 – State of Texas

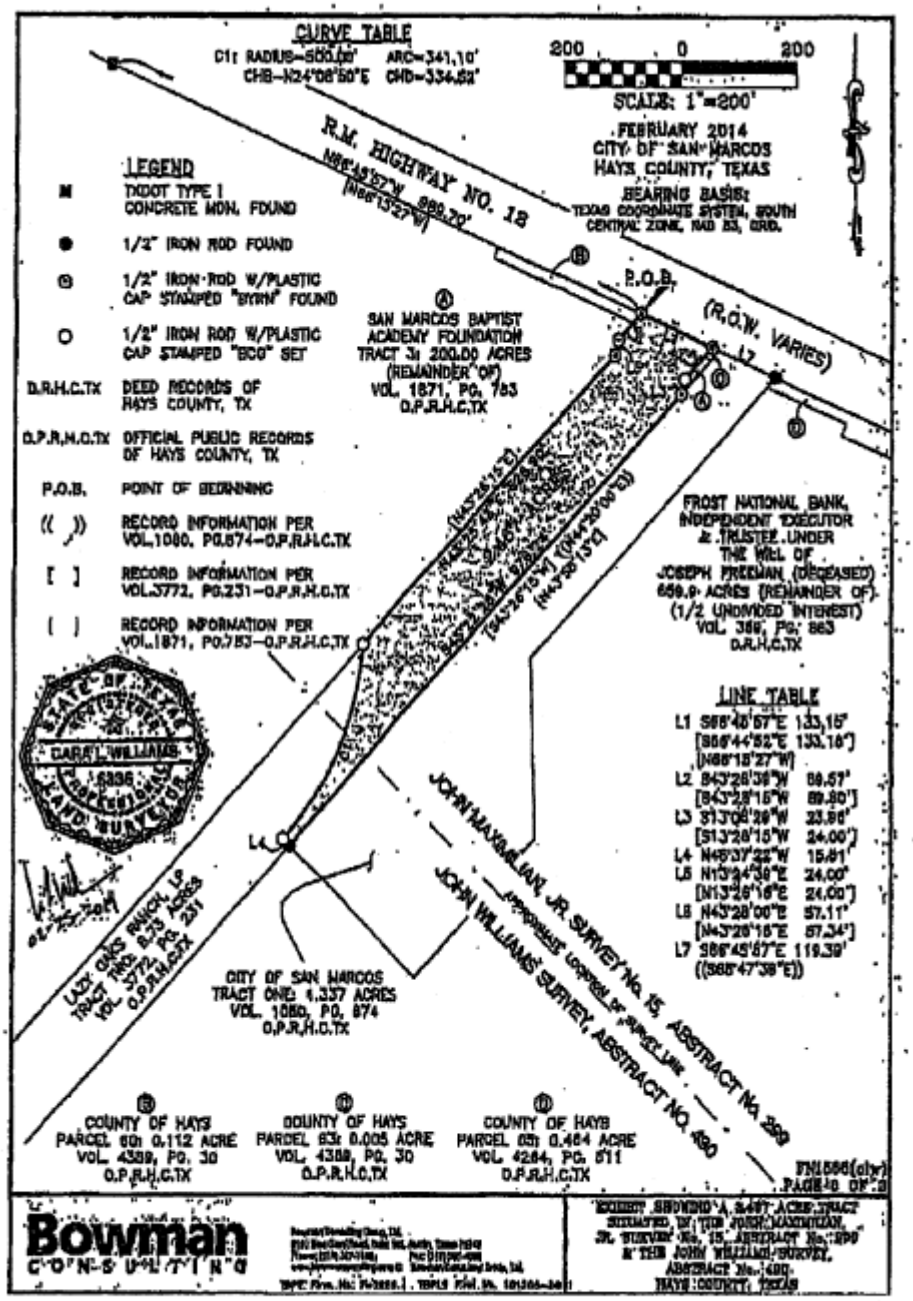

CURVE TABLE
C1: RADIUS=600.00' ARC=341.10'
CHB=N24°06'50"E CHD=336.62'
200 0 200
SCALE: 1"=200'
FEBRUARY 2014
CITY OF SAN MARCOS
HAYS COUNTY, TEXAS
BEARING BASIS:
TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NAD 83, GRID.
R.M. HIGHWAY NO. 12
N66°45'57"W 889.70'
[N66°13'27"W]
(R.O.W. VARIES)
P.O.B.
LEGEND
TXDOT TYPE I CONCRETE MON. FOUND
1/2" IRON ROD FOUND
1/2" IRON ROD W/PLASTIC CAP STAMPED "BYRN" FOUND
1/2" IRON ROD W/PLASTIC CAP STAMPED "BCG" SET
D.R.H.C.TX DEED RECORDS OF HAYS COUNTY, TX
O.P.R.H.C.TX OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TX
P.O.B. POINT OF BEGINNING
(( )) RECORD INFORMATION PER VOL.1080, PG.874-O.P.R.H.C.TX
[ ] RECORD INFORMATION PER VOL.3772, PG.231-O.P.R.H.C.TX
( ) RECORD INFORMATION PER VOL.1871, PG.783-O.P.R.H.C.TX
A SAN MARCOS BAPTIST ACADEMY FOUNDATION TRACT 3: 200.00 ACRES (REMAINDER OF) VOL. 1871, PG. 783 O.P.R.H.C.TX
FROST NATIONAL BANK, INDEPENDENT EXECUTOR & TRUSTEE UNDER THE WILL OF JOSEPH FREEMAN (DECEASED) 659.9 ACRES (REMAINDER OF) (1/2 UNDIVIDED INTEREST) VOL. 388, PG. 863 O.R.H.C.TX
LINE TABLE
L1 S66°45'57"E 133.15' [S66°44'52"E 133.16'] [N66°13'27"W]
L2 S43°28'38"W 89.57' [S43°28'15"W 89.80']
L3 S13°06'26"W 23.98' [S13°28'15"W 24.00']
L4 N46°37'22"W 15.81'
L5 N13°34'38"E 24.00' [N13°28'15"E 24.00']
L6 N43°28'00"E 57.11' [N43°28'15"E 57.34']
L7 S66°45'57"E 119.39' ((S66°47'38"E))
CARAT WILLIAMS 6336 REGISTERED LAND SURVEYOR
LAZY OAKS RANCH LP TRACT TWO: 8.73 ACRES VOL. 3772, PG. 231 O.P.R.H.C.TX
JOHN WILLIAMS SURVEY, ABSTRACT NO. 490
JOHN MAXIMILIAN, JR. SURVEY No. 15, ABSTRACT No. 399
CITY OF SAN MARCOS TRACT ONE: 1.337 ACRES VOL. 1080, PG. 874 O.P.R.H.C.TX
B COUNTY OF HAYS PARCEL 60: 0.112 ACRE VOL. 4389, PG. 30 O.P.R.H.C.TX
C COUNTY OF HAYS PARCEL 63: 0.005 ACRE VOL. 4389, PG. 30 O.P.R.H.C.TX
D COUNTY OF HAYS PARCEL 65: 0.464 ACRE VOL. 4284, PG. 511 O.P.R.H.C.TX
FN1586(clk)
PAGE 1 OF 2
Bowman
CONSULTING

EXHIBIT T – NEIGHBORHOOD IMPROVEMENT AREA #1 MAP

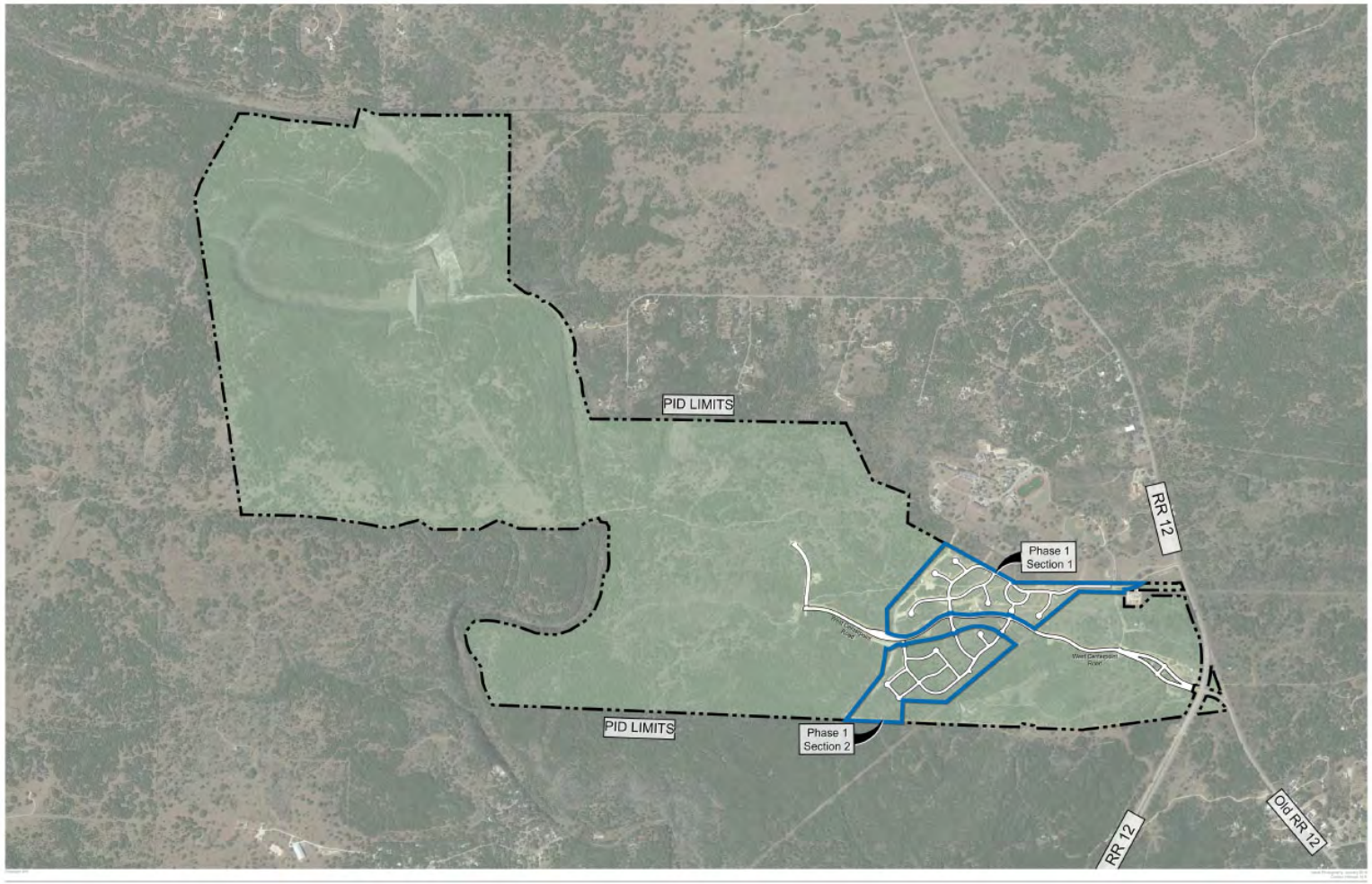


EXHIBIT U-1 – PHASE 1 SECTION 1 LEGAL DESCRIPTION

67.926 Acres
John Williams Survey, A-490,
Hays County, Texas

Job No. 5956-01-001
FN2014(en)
Page 1 of 4

FIELD NOTES DESCRIPTION

DESCRIPTION OF 67.926 ACRES OF LAND IN THE JOHN WILLIAMS SURVEY, A-490, HAYS COUNTY, TEXAS; BEING A PORTION OF A CERTAIN CALLED 649.592 ACRE TRACT DESCRIBED IN THE DEED TO LAZY OAKS RANCH, LP OF RECORD IN VOLUME 4877, PAGE 632, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, A PORTION OF A CERTAIN CALLED 1388.17 ACRE TRACT DESCRIBED IN THE DEED TO LAZY OAKS RANCH, LP OF RECORD IN VOLUME 3772, PAGE 231, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, A PORTION OF A CERTAIN CALLED 23.823 ACRE TRACT DESCRIBED IN THE DEED TO LAZY OAKS RANCH, LP OF RECORD IN VOLUME 5038, PAGE 698, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, A PORTION OF A CERTAIN CALLED 8.73 ACRE TRACT DESCRIBED IN THE DEED TO LAZY OAKS RANCH, LP OF RECORD IN VOLUME 3772, PAGE 231, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, AND A PORTION OF LOT 1, BLOCK A, SAN MARCOS ACADEMY ENTRANCE ROAD DEVELOPMENT PLAT OF RECORD IN VOLUME 16, PAGE 362, PLAT RECORDS OF HAYS COUNTY, TEXAS; SAID 67.926 ACRES OF LAND AS SURVEYED BY BOWMAN CONSULTING GROUP, LTD., BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a ½-inch iron rod with a plastic cap stamped "Byrn Survey" found in a southwest line of a certain called 200.00 acre tract designated as Tract 3 and described in the deed to San Marcos Baptist Academy Foundation of record in Volume 1871, Page 783, Official Public Records of Hays County, Texas, at the most easterly corner of a certain called 48.29 acre tract designated as Tract 1 and described in the deed to San Marcos Baptist Academy Foundation, Inc. of record in Volume 3013, Page 92, Official Public Records of Hays County, Texas, same being the easterly northeast corner of the said 23.823 acre tract, the most northerly corner of the said 1388.17 acre tract, and the southwest corner of the said 8.73 acre tract, for a re-entrant corner in the northwest line and **POINT OF BEGINNING** of the tract described herein;

THENCE N 43°25'43" E, leaving a northeast line of the said 48.29 acre tract, crossing the said 200.00 acre tract, with the northwest line of the said 8.73 acre tract, at a distance of 1471.23 feet, passing the southwest line of said Lot 1, Block A, San Marcos Academy Entrance Road Development Plat, and continuing across the said 200.00 acre tract and said Lot 1, Block A, San Marcos Academy Entrance Road Development Plat, with the northwest line of the said 8.73 acre tract, for a total distance of 2309.49 feet to a ½-inch iron rod with a plastic cap stamped "BCG" previously set for a southwest corner of a certain called 2.467 acre tract described in the deed to San Marcos Baptist Academy Foundation, Inc. of record in Volume 5038, Page 689, Official Public Records of Hays County, Texas, for the north corner of the tract described herein;

THENCE continuing across the said 200.00 acre tract and said Lot 1, Block A, San Marcos Academy Entrance Road Development Plat, crossing the said 8.73 acre tract with the southwest lines of the said 2.467 acre tract, with an east line and north line of the tract described herein the following two (2) courses and distances:

1. Along a non-tangent curve to the right, having a radius of 500.00 feet, an arc length of 341.10 feet and a chord which bears S 24°08'50" W, a distance of 334.52 feet to a 1/2-inch iron rod with a plastic cap stamped "BCG" previously set for a re-entrant corner, and

2. S 46°37'22" E, a distance of 15.51 feet to a 1/2-inch iron rod found in the southeast line of the said 200.00 acre tract, the southeast line of the said 8.73 acre tract, and the southeast line of said Lot 1, Block A, San Marcos Academy Entrance Road Development Plat, at the south corner of the said 2.467 acre tract, at a northwest corner of the said 649.592 acre tract, same being the southwest corner a certain called 4.337 acre tract designated as Tract One and described in the deed to the City of San Marcos of record in Volume 1080, Page 874, Official Public Records of Hays County, Texas, for a point in a northeast line of the tract described herein;

THENCE S 46°37'22" E, leaving the southeast line of the said 200.00 acre tract, the southeast line of the said 8.73 acre tract, and the southeast line of said Lot 1, Block A, San Marcos Academy Entrance Road Development Plat, with the southwest line of the said 4.337 acre tract, with a northeast line of the said 649.592 acre tract, with a northeast line of the tract described herein, a distance of 47.00 feet to a ½-inch iron rod with a plastic cap stamped "BCG" set for a northeast corner of the tract described herein, from

which a ½-inch iron rod found at a re-entrant corner of the said 649.592 acre tract, at the southeast corner of the said 4.337 acre tract bears S 46°37'22" E, a distance of 253.03 feet;

THENCE leaving the southwest line of the said 4.337 acre tract, crossing the said 649.592 acre tract, with the east lines of the tract described herein, the following two (2) courses and distances:

1. S 44°20'05" W, a distance of 818.21 feet to a ½-inch iron rod with a plastic cap stamped "BCG" set for an angle point, and

2. S 03°16'10" W, a distance of 1037.96 feet to a ½-inch iron rod with a plastic cap stamped "BCG" set in the northwest right-of-way line of West Centerpoint Road, a variable-width right-of-way, called 45.839 acres and described in the street deed to Hays County, Texas, of record in Volume 5310, Page 161, Official Public Records of Hays County, Texas, for an angle point in the east line of the tract described herein, from which a ½-inch iron rod with a plastic cap stamped "BCG" previously set for a point-of-curvature in the northwest right-of-way line of said West Centerpoint Road bears N 75°31'15" E, a distance of 30.63 feet;

THENCE continuing across the said 649.592 acre tract, with the northwest right-of-way line of said West Centerpoint Road, with the southeast line of the tract described herein, the following seventeen (17) courses and distances:

1. S 75°31'15" W, a distance of 162.24 feet to a ½-inch iron rod with a plastic cap stamped "BCG" previously set for a point-of-curvature,

2. with the arc of a curve to the left, having a radius of 1235.00 feet, an arc distance of 267.25 feet, and a chord which bears S 69°19'17" W, a distance of 266.73 feet to a ½-inch iron rod with a plastic cap stamped "BCG" previously set for a point of reverse-curvature,

3. with the arc of a curve to the right, having a radius of 20.00 feet, an arc distance of 30.22 feet, and a chord which bears N 73°35'50" W, a distance of 27.42 feet to a ½-inch iron rod with a plastic cap stamped "BCG" previously set for an angle point,

4. S 60°14'01" W, a distance of 86.00 feet to a ½-inch iron rod with a plastic cap stamped "BCG" previously set for a point of non-tangent curvature,

5. with the arc of a curve to the right, having a radius of 20.00 feet, an arc distance of 30.54 feet, an a chord which bears S 13°25'57" W, a distance of 27.66 feet to a ½-inch iron rod with a plastic cap stamped "BCG" previously set for a point of reverse-curvature,

6. with the arc of a curve to the left, having a radius of 1235.00 feet, an arc distance of 457.27 feet, and a chord which bears S 46°34'27" W, a distance of 454.66 feet to a ½-inch iron rod with a plastic cap stamped "BCG" previously set for a point-of-tangency,

7. S 35°58'02" W, a distance of 139.38 feet to a ½-inch iron rod with a plastic cap stamped "BCG" previously set for a point-of-curvature,

8. with the arc of a curve to the right, having a radius of 715.00 feet, an arc distance of 155.27 feet, and a chord with bears S 42°11'18" W, a distance of 154.96 feet to a ½-inch iron rod with a plastic cap stamped "BCG" previously set for a point-of-tangency,

9. S 48°24'34" W, a distance of 166.65 feet to a ½-inch iron rod with a plastic cap stamped "BCG" previously set for a point-of-curvature,

10. with the arc of a curve to the left, having a radius of 534.00 feet, an arc distance of 49.49 feet, an a chord which bears S 45°45'17" W, a distance of 49.47 feet to a ½-inch iron rod with a plastic cap stamped "BCG" previously set for a point of reverse-curvature,

11. with the arc of a curve to the right, having a radius of 20.00 feet, an arc distance of 29.60 feet, and a chord which bears S 85°30'00" W, a distance of 26.97 feet to a ½-inch iron rod with a plastic cap stamped "BCG" previously set for an angle point,

12. S 37°56'10" W, a distance of 60.00 feet to a ½-inch iron rod with a plastic cap stamped "BCG" previously set for a point of non-tangent curvature,

13. with the arc of a curve to the right, having a radius of 20.00 feet, an arc distance of 29.62 feet, and a chord which bears S 09°40'41" E, a distance of 26.98 feet to a ½-inch iron rod with a plastic cap stamped "BCG" previously set for a point of reverse-curvature,

14. with the arc of a curve to the left, having a radius of 534.00 feet, an arc distance of 256.79 feet, and a chord which bears S 18°58'03" W, a distance of 254.32 feet to a ½-inch iron rod with a plastic cap stamped "BCG" previously set for a point-of-tangency,

15. S 05°11'30" W, a distance of 206.73 feet to a ½-inch iron rod with a plastic cap stamped "BCG" previously set for a point-of-curvature,

16. with the arc of a curve to the right, having a radius of 885.00 feet, an arc distance of 401.54 feet, and a chord which bears S 18°11'23" W, a distance of 398.10 feet to a ½-inch iron rod with a plastic cap stamped "BCG" previously set for a point of compound-curvature, and

17. with the arc of a curve to the right, having a radius of 802.36 feet, an arc distance of 344.77 feet, and a chord which bears S 54°21'22" W, a distance of 342.12 feet to a ½-inch iron rod with a plastic cap stamped "BCG" set for the south corner of the tract described herein, from which a ½-inch iron rod with a plastic cap stamped "BCG" previously set for a point-of-tangency in the northwest right-of-way line of said West Centerpoint Road bears with the arc of a curve to the right, having a radius of 802.36 feet, an arc distance of 32.66 feet, and a chord which bears S 67°49'55" W, a distance of 32.66 feet;

THENCE leaving the northwest right-of-way line of said West Centerpoint Road, continuing across the said 649.592 acre tract, with the southwest and west lines of the tract described herein, the following two (2) courses and distances:

1. N 47°44'52" W, a distance of 426.15 feet to a ½-inch iron rod with a plastic cap stamped "BCG" set for an angle point, and

2. N 05°22'06" W, a distance of 487.16 feet to a ½-inch iron rod with a plastic cap stamped "BCG" set in the northwest line of the said 649.592 acre tract and the southeast line of a certain called 0.32 acre tract designated as Tract 2 and described in the deed to San Marcos Baptist Academy Foundation, Inc. of record in Volume 3013, Page 92, Official Public Records of Hays County, Texas, for an angle point in the west line of the tract described herein, from which a calculated point in the northwest line of the said 649.592 acre tract, for the south corner of the said 0.32 acre tract, same being a northeast corner of the said 1388.17 acre tract bears S 43°23'41" W, a distance of 16.86 feet, and from said calculated point, a ½-inch iron rod with a plastic cap stamped "Byrn Survey" found in the southwest line of the said 0.32 acre tract bears N 43°46'43" W, a distance of 1.36 feet, and from said calculated point a 6-inch cedar fence post found at an angle point in a southeast line of the said 1388.17 acre tract and the northwest line of the said 649.592 acre tract bears S 43°23'41" W, a distance of 5269.83 feet;

THENCE N 43°23'41" E, with the northwest line of the said 649.592 acre tract and the southeast line of the said 0.32 acre tract, with the west line of the tract described herein, a distance of 217.91 feet to a calculated point for an angle point in a southeast line of the said 1388.17 acre tract, for the northeast corner of the said 0.32 acre tract, for a re-entrant corner of the tract described herein, from which a ½-inch iron rod found in the northwest line of the said 649.592 acre tract at the southeast corner of the said 200.00 acre

tract, same being the southeast corner of the said 8.73 acre tract and the northeast corner of the said 1388.17 acre tract bears N 43°23'41" E, a distance of 1734.05 feet;

THENCE S 71°00'11" W, leaving the northwest line of the said 649.592 acre tract, with the north line of the said 0.32 acre tract and a southeast line of the said 1388.17 acre tract, with a south line of the tract described herein, at a distance of 2.44 feet, a ½-inch iron rod with a plastic cap stamped "Byrn Survey" found bears N 18°59'49" W, a distance of 0.14 feet, and continuing for a total distance of 168.61 feet to a ½-inch iron rod with a plastic cap stamped "BCG" set for a southwest corner of the tract described herein, from which a ½-inch iron rod with a plastic cap stamped "Byrn Survey" found at the northwest corner of the said 0.32 acre tract and a re-entrant corner of the said 1388.17 acre tract bears S 71°00'11" W, a distance of 89.66 feet;

THENCE N 05°22'06" W, leaving the north line of the said 0.32 acre tract, crossing the said 1388.17 acre tract, with the west line of the tract described herein, at a distance of 128.62 feet, passing a northwest line of the said 1388.17 acre tract and the south line of the said 48.29 acre tract, same being the south line of the said 23.823 acre tract, and continuing across the said 48.29 acre tract and the said 23.823 acre tract for a total distance of 980.77 feet to a ½-inch iron rod with a plastic cap stamped "BCG" set in the northwest line of the said 23.823 acre tract for the northwest corner of the tract described herein, from which a ½-inch iron rod with a plastic cap stamped "BCG" previously set in the southwest line of the said 48.29 acre tract and a northeast line of the said 1388.17 acre tract, for the northwest corner of the said 23.823 acre tract bears S 71°48'34" W, a distance of 765.83 feet;

THENCE N 71°48'34" E, continuing across the said 48.29 acre tract, with the northwest line of the said 23.823 acre tract, with the northwest line of the tract described herein, a distance of 1404.26 feet to a ½-inch iron rod with a plastic cap stamped "BCG" previously set in a southwest line of the said 200.00 acre tract and a northeast line of the said 48.29 acre tract, for the northerly northeast corner of the said 23.823 acre tract, for a northeast corner of the tract described herein;

THENCE S 46°30'56" E, with a southwest line of the said 200.00 acre tract and a northeast line of the said 48.29 acre tract, with the northeast line of the said 23.823 acre tract, with a northeast line of the tract described herein, a distance of 22.48 feet to the **POINT OF BEGINNING** and containing 67.926 acres of land, more or less.

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

BOWMAN WORD FILE: FN2014(en)
H:\Survey_FieldNotes\FN-2000s\FN2014(en).doc

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

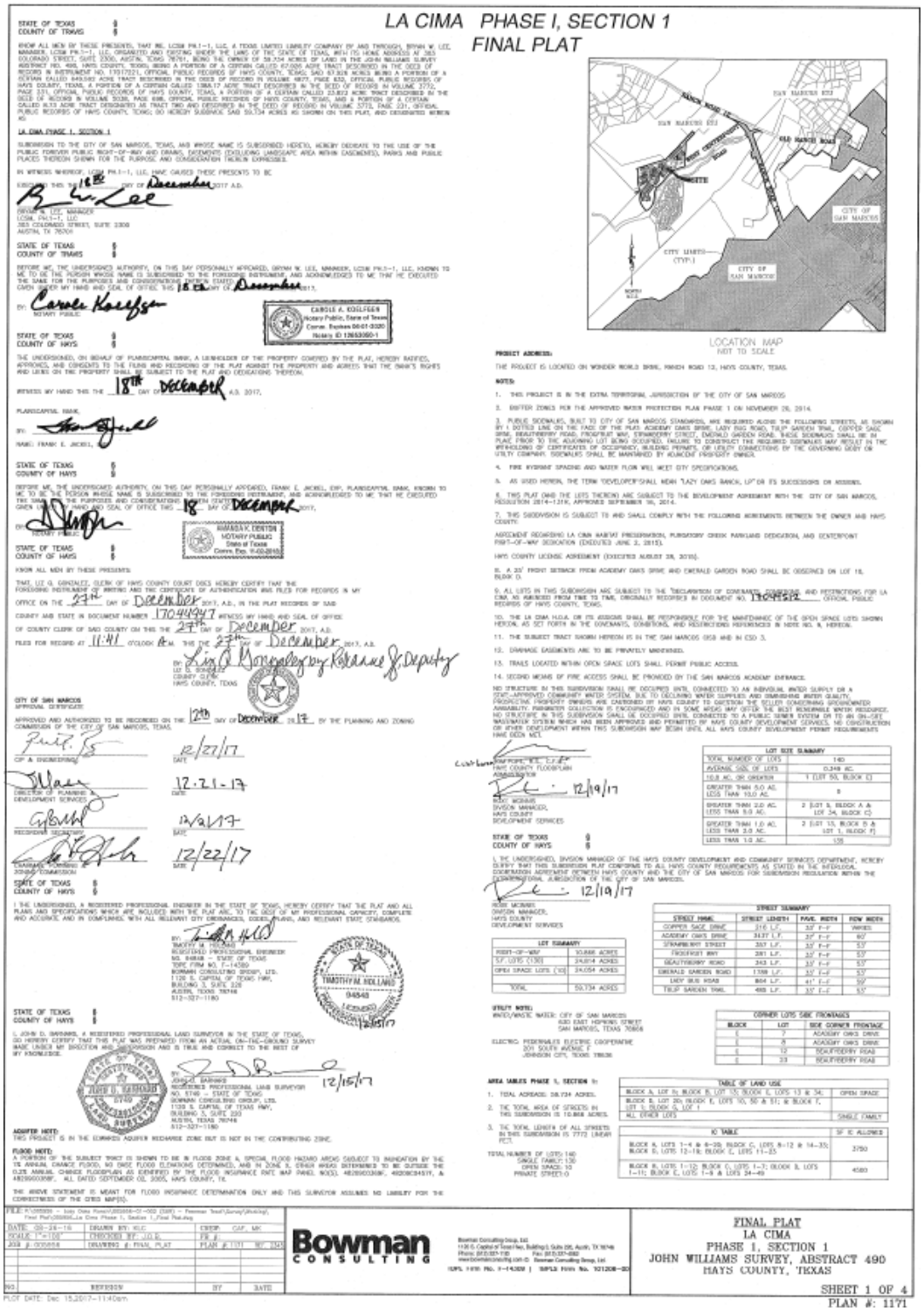
That I, John D. Barnard, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a series of surveys made on the ground during the months of December 2013 through October 2015, under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, on this 7th day of April 2017 A.D.

Bowman Consulting Group, Ltd.
Austin, Texas 78746

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

EXHIBIT U-2 – PHASE 1 SECTION 1 PLAT



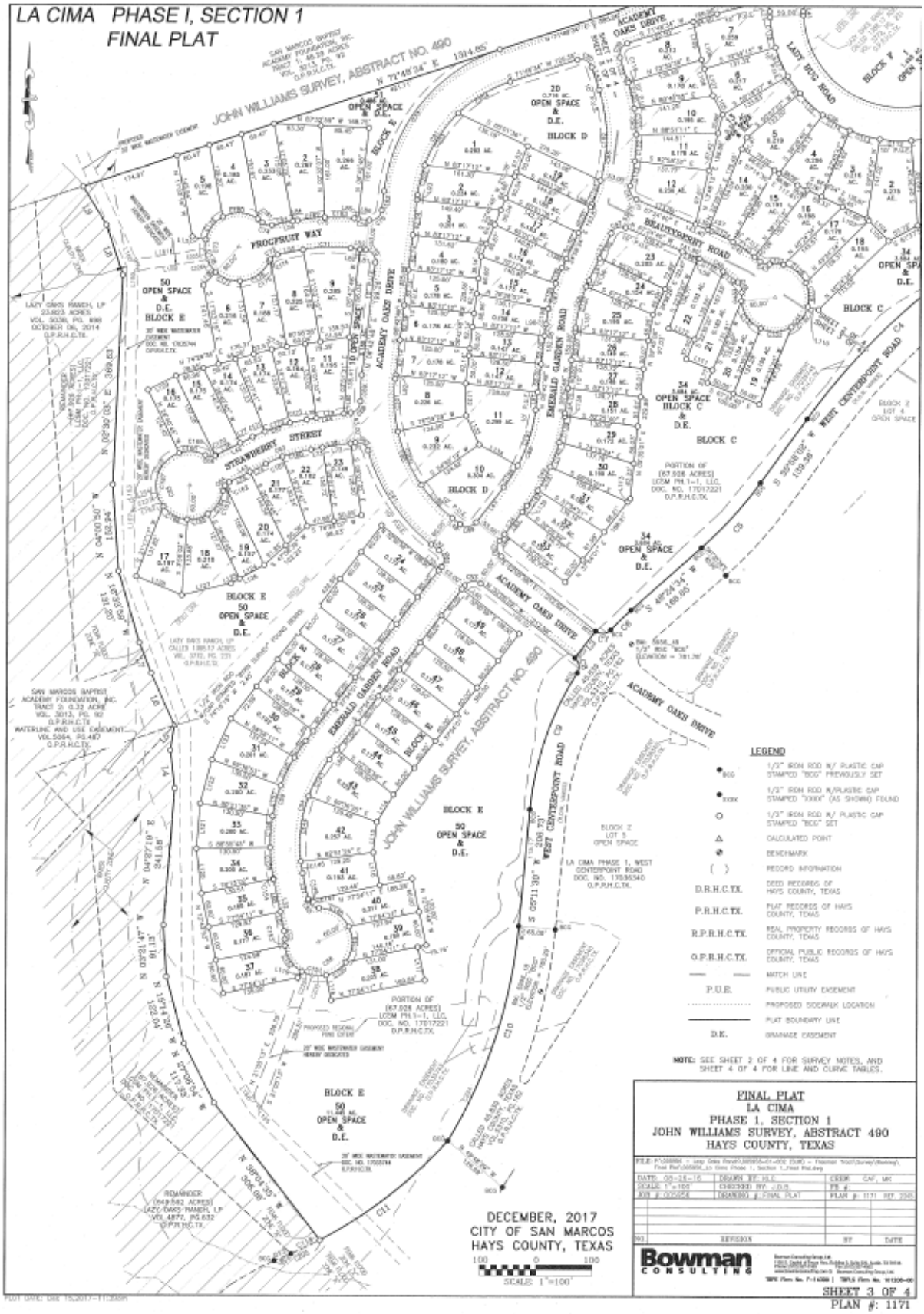
LA CIMA PHASE I, SECTION 1
FINAL PLAT

LOCATION MAP
NOT TO SCALE

FINAL PLAT
LA CIMA
PHASE 1, SECTION 1
JOHN WILLIAMS SURVEY, ABSTRACT 490
HAYS COUNTY, TEXAS

SHEET 1 OF 4
PLAN #: 1171

LA CIMA PHASE I, SECTION 1
FINAL PLAT
SCALE: 1"=100'
DECEMBER, 2017
HAYS COUNTY, TEXAS
NOTES:
1. BEARING BASIS IS TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NAD83, GRID.
2. DISTANCES SHOWN HEREON ARE BASED ON SURFACE MEASUREMENTS. TO CONVERT SURFACE DISTANCES TO GRID, MULTIPLY BY THE COMBINED SCALE FACTOR.
3. COORDINATES SHOWN HEREON ARE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NAD83, GRID.
4. THE COMBINED SCALE FACTOR FOR THIS PROJECT IS 0.999875.
BENCHMARK LIST: NAVD 88-OPUS
BM 5956-18:
1/2" IRSC "BCG"
ELEVATION = 760.29 FEET.
BM 5956-40:
1/2" IRSC "BCG"
ELEVATION = 781.78 FEET.
BM 5956-16:
1/2" IRSC "BCG"
ELEVATION = 820.12 FEET.
ACADEMY OAKS DRIVE
LADY BUG ROAD
COPPER SAGE DRIVE
TULIP GARDEN TRAIL
BEAUTYBERRY ROAD
WEST CENTERPOINT ROAD
JOHN WILLIAMS SURVEY, ABSTRACT NO. 490
BLOCK A
BLOCK B
BLOCK C
BLOCK F
BLOCK Z
OPEN SPACE & D.E.
SAN MARCOS BAPTIST ACADEMY FOUNDATION TRACT 3, 200.00 ACRES (REMAINDER OF 765 ACRES) VOL. 1871, PG. 765 AUGUST 16, 2001 O.P.R.H.C.TX.
REMAINDER (540.502 ACRES) LAZY OAKS RANCH, LP VOL.4817, PG.632 O.P.R.H.C.TX.
PORTION OF (67.926 ACRES) LCSM PH.I-1, LLC, DOC. NO. 17017221 O.P.R.H.C.TX.
REMAINDER OF (67.926 ACRES) LCSM PH.I-1, LLC, DOC. NO. 17017221 O.P.R.H.C.TX.
GILLES 65.639 ACRES HAYS COUNTY, TEXAS VOL.5310, PG.782 O.P.R.H.C.TX.
LA CIMA PHASE 1, WEST CENTERPOINT ROAD DOC. NO. 17043940 O.P.R.H.C.TX.
DRAINAGE EASEMENT DOC. NO. 17036540 O.P.R.H.C.TX.
ALUMINUM DISK IN CONCRETE - CITY OF SAN MARCOS GPS CONTROL POINT #14 (BEARS: N 89°51'15" E, 9,043.65')
DETAIL 'A' N.T.S.
DETAIL 'B' N.T.S.
LEGEND
1/2" IRON ROD W/ PLASTIC CAP STAMPED "BCG" PREVIOUSLY SET
1/2" IRON ROD W/PLASTIC CAP STAMPED "5200" (AS SHOWN) FOUND
1/2" IRON ROD W/ PLASTIC CAP STAMPED "BCG" SET
CALCULATED POINT
BENCHMARK
( ) RECORD INFORMATION
D.R.H.C.TX. DEED RECORDS OF HAYS COUNTY, TEXAS
P.R.H.C.TX. PLAT RECORDS OF HAYS COUNTY, TEXAS
R.P.R.H.C.TX. REAL PROPERTY RECORDS OF HAYS COUNTY, TEXAS
O.P.R.H.C.TX. OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS
MATCH LINE
P.U.E. PUBLIC UTILITY EASEMENT
PROPOSED SIDEWALK LOCATION
PLAT BOUNDARY LINE
D.E. DRAINAGE EASEMENT
NOTE: SEE SHEET 4 OF 4 FOR LINE AND CURVE TABLES.
Bowman CONSULTING
FINAL PLAT
LA CIMA
PHASE 1, SECTION 1
JOHN WILLIAMS SURVEY, ABSTRACT 490
HAYS COUNTY, TEXAS
SHEET 2 OF 4
PLAN # 1171


LA CIMA PHASE I, SECTION 1
FINAL PLAT
JOHN WILLIAMS SURVEY, ABSTRACT NO. 490
ACADEMY OAKS DRIVE
PROSPROUT WAY
STRAWBERRY STREET
EMERALD GARDEN ROAD
BEAUTYSPORT ROAD
LADY BUG ROAD
WEST CENTERPOINT ROAD
BLOCK C
BLOCK D
BLOCK E
BLOCK F
50 OPEN SPACE & D.E.
LEGEND
1/2" IRON ROD W/ PLASTIC CAP STAMPED "BCG" PREVIOUSLY SET
1/2" IRON ROD W/PLASTIC CAP STAMPED "XXXX" (AS SHOWN) FOUND
1/2" IRON ROD W/ PLASTIC CAP STAMPED "BCG" SET
CALCULATED POINT
BENCHMARK
RECORD INFORMATION
DEED RECORDS OF HAYS COUNTY, TEXAS
PLAT RECORDS OF HAYS COUNTY, TEXAS
REAL PROPERTY RECORDS OF HAYS COUNTY, TEXAS
OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS
MATCH LINE
P.U.E. PUBLIC UTILITY EASEMENT
PROPOSED SIDEWALK LOCATION
PLAT BOUNDARY LINE
D.E. DRAINAGE EASEMENT
NOTE: SEE SHEET 2 OF 4 FOR SURVEY NOTES, AND SHEET 4 OF 4 FOR LINE AND CURVE TABLES.
FINAL PLAT
LA CIMA
PHASE 1, SECTION 1
JOHN WILLIAMS SURVEY, ABSTRACT 490
HAYS COUNTY, TEXAS
DECEMBER, 2017
CITY OF SAN MARCOS
HAYS COUNTY, TEXAS
SCALE: 1"=100'
Bowman CONSULTING
SHEET 3 OF 4
PLAN #: 1171

LA CIMA PHASE I, SECTION 1 - FINAL PLAT

LINE TABLE		
LINE #	BEARING	DISTANCE
L1	S 46°35'48" E	135.71'
L2	S 60°14'04" W	88.00'
L3	N 37°56'16" E	60.00'
L4	N 08°48'45" W	67.35'
L5	N 08°48'47" E	64.51'
L6	N 24°55'06" W	101.38'
L7	N 21°40'43" W	57.66'
L8	N 18°20'38" W	93.11'
L9	N 27°48'46" W	70.48'
L10	S 46°38'06" E	22.48'
L11	S 46°34'35" E	17.75'
L12	S 43°28'39" W	352.34'
L13	N 50°17'36" E	58.43'
L14	S 39°42'24" E	71.06'
L15	S 39°42'24" E	71.01'
L16	N 30°20'21" W	10.99'
L17	N 39°45'58" W	3.40'
L18	S 39°45'58" E	2.32'
L19	S 04°54'12" E	18.19'
L20	S 28°20'19" E	11.42'
L21	S 83°45'39" E	6.86'
L22	S 18°11'36" W	42.91'
L23	N 34°58'24" E	91.76'
L24	N 27°54'01" E	39.85'
L25	N 12°05'49" W	45.44'
L26	S 12°05'49" E	60.33'
L27	S 63°36'28" E	17.16'
L28	N 80°58'28" E	79.74'
L29	N 82°19'45" E	79.71'
L30	S 65°49'15" W	79.71'
L31	N 12°05'49" W	46.31'
L32	N 12°05'49" W	83.33'
L33	N 78°58'41" E	46.96'
L34	S 78°58'41" W	46.96'
L35	S 83°17'12" W	39.87'
L36	N 39°42'24" W	6.39'
L37	N 53°35'28" W	17.96'
L38	S 80°58'28" W	79.74'
L39	N 67°24'48" W	24.49'
L40	S 06°07'48" W	33.19'
L41	S 02°45'21" E	6.35'
L42	N 18°11'36" W	63.01'
L43	S 83°19'15" E	73.71'
L44	S 80°58'28" E	79.74'
L45	S 82°19'15" E	79.71'
L46	S 67°24'48" E	39.87'
L47	N 27°54'01" E	70.88'
L48	S 62°05'59" W	16.21'
L49	S 39°42'24" E	10.80'
L50	N 39°42'24" W	68.00'
L51	N 39°42'24" W	11.99'
L52	N 83°17'12" W	28.87'
L53	N 04°54'12" W	5.54'
L54	S 39°42'24" E	64.62'
L55	S 39°56'41" W	46.08'
L56	N 78°58'41" E	46.08'
L57	S 87°24'48" E	5.93'
L58	S 87°24'48" E	3.56'
L59	S 83°17'12" E	39.87'
L60	N 24°58'24" E	49.35'
L61	N 24°58'24" E	43.40'
L62	N 08°48'48" E	33.10'
L63	N 52°54'01" E	58.00'
L64	N 37°54'01" E	14.37'
L65	N 37°54'01" E	7.54'
L66	N 37°54'01" E	21.64'
L67	N 12°05'49" W	38.25'
L68	N 37°54'01" E	21.64'
L69	N 37°54'01" E	8.02'
L70	N 80°58'28" E	8.08'
L71	N 80°58'28" E	30.85'
L72	N 80°58'28" E	30.35'
L73	N 63°19'15" E	31.85'
L74	N 63°19'15" E	40.88'
L75	N 63°19'15" E	48.55'
L76	N 63°19'15" E	24.19'
L77	N 80°58'28" E	17.60'
L78	N 80°58'28" E	68.20'

LINE TABLE		
LINE #	BEARING	DISTANCE
L80	N 80°58'28" E	10.88'
L81	S 83°17'12" E	10.88'
L82	S 83°17'12" E	10.87'
L83	N 78°58'41" E	32.89'
L84	N 78°58'41" E	8.74'
L85	S 83°17'12" E	6.87'
L86	S 83°17'12" E	28.00'
L87	S 42°31'02" W	33.08'
L88	S 42°31'02" W	31.98'
L89	N 24°58'24" E	6.14'
L90	N 86°52'48" E	20.80'
L91	N 08°48'48" E	31.46'
L92	S 86°52'48" W	6.76'
L93	S 86°52'48" W	8.91'
L94	S 31°35'11" E	65.12'
L95	N 13°52'18" E	28.00'
L96	S 24°51'18" E	38.69'
L97	S 65°49'15" W	28.00'
L98	S 48°42'28" E	68.60'
L99	S 48°42'28" E	68.60'
L100	S 04°54'12" E	17.39'
L101	S 24°51'18" E	46.96'
L102	S 48°42'28" E	60.23'
L103	S 84°54'12" E	17.32'
L104	S 48°39'28" E	50.85'
L105	S 48°39'28" E	5.30'
L106	S 44°39'28" E	66.32'
L107	N 37°56'28" E	37.69'
L108	N 35°11'28" E	68.49'
L109	S 18°11'28" E	49.62'
L110	S 18°11'28" E	16.86'
L111	N 12°27'28" W	68.51'
L112	S 74°01'28" E	19.19'
L113	S 83°24'40" E	50.08'
L114	S 83°24'40" E	50.08'
L115	N 37°56'04" E	3.13'
L116	N 37°28'06" E	36.46'
L117	N 06°48'04" E	54.16'
L118	N 12°05'49" W	59.10'
L119	N 12°05'49" W	60.20'
L120	S 12°05'49" E	44.82'
L121	S 42°31'18" E	12.84'
L122	N 06°25'21" W	79.71'
L123	N 04°17'54" E	79.71'
L124	N 14°00'46" E	79.71'
L125	N 24°57'43" E	79.80'
L126	S 87°01'49" W	90.04'
L127	S 87°01'49" W	16.96'
L128	S 87°01'49" W	60.00'
L129	N 78°31'05" W	90.24'
L130	N 87°52'40" W	62.82'
L131	S 83°19'15" W	58.00'
L132	S 42°38'20" W	20.19'
L133	N 71°40'06" W	24.53'
L134	N 00°58'28" W	56.53'
L135	N 24°42'46" W	56.08'
L136	N 57°30'26" E	73.88'
L137	N 32°54'01" E	14.41'
L138	N 24°58'24" E	13.73'
L139	S 24°58'24" E	21.28'
L140	S 24°58'24" E	57.87'
L141	N 46°19'02" E	135.25'
L142	N 41°01'11" E	100.66'
L143	N 39°52'29" E	66.63'
L144	N 39°56'21" E	131.30'
L145	N 40°53'53" E	74.62'
L146	N 39°23'26" E	78.64'
L147	N 48°07'56" E	137.68'
L148	S 50°23'39" E	25.18'
L149	S 48°27'33" E	25.08'
L150	N 41°20'12" E	30.38'
L151	S 48°28'24" E	30.38'
L152	S 77°22'12" W	55.21'
L153	S 48°24'24" E	17.76'
L154	S 48°28'28" W	586.30'
L155	N 48°28'28" E	119.75'
L156	N 41°29'25" E	13.66'
L157	S 06°48'48" W	7.33'
L158	S 68°53'32" W	124.61'
L159	S 68°48'48" E	16.68'
L160	N 24°55'54" W	9.57'
L161	N 81°07'57" E	124.10'
L162	S 73°11'44" W	49.38'
L163	N 82°48'48" E	13.45'
L164	N 13°11'44" E	42.30'
L165	N 45°06'40" W	5.39'
L166	N 32°13'38" W	18.79'
L167	N 01°36'19" W	7.44'

CURVE TABLE				
CURVE #	RADIUS	ARC DISTANCE	CHORD BEARING	CHORD DISTANCE
C1	1255.00'	352.35'	S 89°19'17" W	351.23'
C2	20.00'	30.23'	S 73°55'50" W	27.42'
C3	20.00'	30.54'	S 13°25'57" W	27.68'
C4	1235.00'	457.37'	S 46°36'22" W	454.86'
C5	715.00'	158.37'	S 42°11'18" W	158.06'
C6	534.98'	68.49'	S 45°45'17" W	68.45'
C7	20.00'	29.80'	S 85°39'06" W	26.97'
C8	20.00'	29.80'	S 08°40'41" E	26.96'
C9	534.80'	266.79'	S 18°58'53" W	264.30'
C10	865.80'	601.84'	S 18°11'23" E	589.10'
C11	802.36'	288.41'	S 52°30'33" W	286.86'
C12	235.50'	36.46'	N 39°30'45" W	36.50'
C13	802.36'	32.66'	N 67°48'55" E	32.66'
C14	276.08'	123.31'	S 38°30'53" E	122.30'
C15	336.08'	198.35'	S 32°45'01" E	195.73'
C16	20.00'	31.42'	S 39°11'36" E	28.28'
C17	326.58'	198.53'	N 22°18'18" W	195.39'
C18	20.08'	19.01'	N 32°09'53" W	18.30'
C19	60.08'	283.38'	N 85°05'48" E	69.75'
C20	20.08'	19.01'	S 22°19'36" W	18.30'
C21	275.50'	166.13'	S 22°18'18" E	163.56'
C22	20.80'	31.28'	S 85°14'07" E	28.64'
C23	270.80'	27.23'	N 48°26'36" E	27.20'
C24	10.80'	31.81'	N 04°36'14" E	20.81'
C25	332.50'	356.61'	N 02°37'26" E	302.04'
C26	15.80'	20.38'	N 08°34'32" E	18.84'
C27	68.00'	28.80'	N 54°34'34" W	28.58'
C28	101.08'	129.61'	N 36°53'04" W	120.69'
C29	25.08'	13.30'	N 14°21'40" W	13.14'
C30	25.08'	13.79'	S 45°34'36" E	13.58'
C31	181.08'	128.42'	S 84°34'34" E	120.79'
C32	10.80'	33.56'	N 87°34'31" W	21.31'
C33	15.80'	33.56'	N 88°25'28" E	21.31'
C34	40.80'	39.66'	S 09°06'09" E	38.06'
C35	95.50'	31.78'	S 10°47'46" E	10.43'
C36	332.50'	436.21'	S 52°30'22" E	404.98'
C37	15.80'	24.65'	S 51°13'36" E	22.11'
C38	471.49'	78.10'	N 78°34'13" E	78.01'
C39	28.00'	31.42'	N 28°48'34" E	29.28'
C40	326.58'	188.43'	N 04°30'28" W	185.83'
C41	28.08'	35.70'	N 26°16'52" W	33.35'
C42	326.58'	183.64'	N 38°34'51" W	102.12'
C43	20.08'	11.78'	N 74°48'16" W	11.53'
C44	60.08'	302.23'	N 44°13'19" E	69.84'
C45	20.80'	30.71'	S 21°38'32" E	19.80'
C46	215.50'	79.61'	S 39°54'58" E	79.15'
C47	20.80'	30.38'	N 68°46'32" E	27.69'
C48	213.50'	87.19'	N 15°50'36" E	86.58'
C49	326.50'	177.72'	N 22°18'24" E	175.53'
C50	28.00'	31.42'	N 07°55'38" W	29.28'
C51	276.08'	158.74'	S 39°49'30" W	153.88'
C52	326.08'	190.78'	S 39°30'53" W	188.08'
C53	28.08'	31.42'	S 82°04'04" E	29.28'
C54	243.58'	212.46'	N 12°54'08" E	205.80'
C55	20.08'	27.81'	N 58°48'45" W	25.60'
C56	60.08'	288.33'	S 48°27'50" E	81.89'
C57	90.08'	14.35'	S 63°52'22" E	14.33'
C58	326.50'	46.56'	N 28°13'58" W	46.52'
C59	264.50'	258.13'	S 12°54'08" W	248.48'
C60	30.80'	32.46'	S 08°35'28" E	28.01'
C61	326.08'	294.13'	S 54°32'58" E	283.88'
C62	28.08'	28.15'	S 52°50'31" E	26.94'
C63	273.50'	84.27'	N 72°06'51" E	83.94'
C64	28.08'	19.01'	N 38°05'34" W	18.38'
C65	68.08'	283.58'	S 26°40'46" E	69.75'
C66	28.08'	19.01'	N 89°36'34" W	18.38'
C67	326.58'	180.88'	S 72°06'51" W	180.20'
C68	20.08'	28.75'	S 39°47'30" W	26.24'
C69	230.80'	46.88'	S 82°39'40" W	46.84'
C70	20.80'	31.42'	S 38°17'12" E	28.28'
C71	215.50'	66.82'	N 82°48'44" E	66.48'
C72	30.80'	19.81'	N 54°16'58" E	18.30'
C73	60.80'	283.58'	S 11°53'16" E	69.75'
C74	30.80'	19.81'	N 13°48'28" W	18.58'
C75	326.50'	191.28'	S 80°48'44" W	188.66'

CURVE TABLE				
CURVE #	RADIUS	ARC DISTANCE	CHORD BEARING	CHORD DISTANCE
C76	20.08'	31.42'	S 87°42'48" W	28.28'
C77	360.08'	240.84'	S 39°15'41" W	323.85'
C78	530.80'	131.20'	S 76°54'38" W	130.89'
C79	240.80'	136.26'	S 84°43'42" E	134.44'
C80	350.80'	30.41'	S 46°52'18" W	30.39'
C81	20.80'	31.33'	S 41°57'25" E	28.23'
C82	308.00'	203.69'	S 66°33'18" W	199.96'
C83	20.00'	34.35'	N 82°47'46" W	30.23'
C84	172.50'	638.74'	S 76°46'20" E	334.43'
C85	28.00'	31.42'	N 32°11'26" W	29.28'
C86	273.58'	258.04'	N 63°20'36" E	201.20'
C87	326.58'	194.05'	N 16°56'36" E	193.62'
C88	233.58'	148.67'	N 32°18'24" E	147.04'
C89	20.08'	31.42'	N 82°54'01" E	28.28'
C90	270.80'	277.15'	S 22°41'36" E	265.14'
C91	240.80'	272.67'	S 39°19'41" W	258.24'
C92	326.50'	46.56'	N 37°32'45" W	46.52'
C93	326.50'	68.80'	N 10°56'22" W	68.67'
C94	60.80'	113.84'	N 23°45'45" E	119.01'
C95	60.80'	46.85'	S 59°45'46" E	45.74'
C96	68.80'	51.87'	S 04°41'28" E	50.60'
C97	68.80'	78.08'	S 34°44'46" W	30.88'
C98	273.58'	88.15'	N 38°40'45" W	87.77'
C99	273.58'	1.40'	N 28°32'30" W	1.40'
C101	232.50'	16.62'	N 28°15'06" W	16.62'
C102	232.50'	46.08'	N 39°30'35" W	46.01'
C103	232.50'	46.08'	N 49°03'42" W	43.98'
C104	232.50'	46.35'	N 67°26'20" W	46.27'
C105	232.50'	46.35'	N 03°39'28" E	46.27'
C106	232.50'	46.35'	N 15°34'56" E	46.27'
C107	232.50'	46.35'	N 28°50'11" E	46.27'
C108	232.50'	46.35'	N 38°16'26" E	46.27'
C109	232.50'	14.09'	N 48°43'49" E	14.09'
C110	233.58'	12.01'	N 50°15'31" E	12.01'
C111	233.58'	55.53'	N 39°32'52" E	55.40'
C112	233.58'	55.53'	S 50°46'50" E	55.40'
C113	233.58'	55.53'	S 74°04'33" E	55.40'
C114	232.50'	55.53'	S 88°25'45" E	55.40'
C115	232.50'	55.53'	S 68°42'33" E	55.40'
C116	232.50'	37.21'	S 39°16'08" E	37.17'
C117	232.50'	55.53'	S 23°01'19" E	55.40'
C118	602.34'	56.36'	N 64°39'12" E	56.38'
C119	326.50'	4.85'	S 17°58'24" W	4.05'
C120	326.58'	46.56'	S 12°24'12" W	46.52'
C121	326.58'	46.56'	N 02°20'19" E	46.52'
C122	326.58'	46.56'	N 08°56'19" E	46.52'
C123	326.58'	46.56'	N 19°57'50" E	44.71'
C124	326.58'	40.79'	N 63°36'51" W	40.81'
C125	326.58'	46.56'	N 58°49'53" W	46.52'
C126	326.58'	13.22'	N 66°34'52" W	15.21'
C127	60.58'	20.43'	N 60°56'55" W	20.33'
C128	60.58'	31.93'	N 50°04'55" W	30.52'
C129	60.58'	43.51'	N 08°32'47" W	42.36'
C130	60.80'	47.76'	S 27°54'24" E	46.45'
C131	60.80'	87.78'	S 87°57'52" E	80.09'
C132	60.80'	61.75'	S 31°10'55" W	59.09'
C133	60.80'	15.95'	S 01°32'55" W	15.90'
C134	273.58'	31.78'	S 04°04'28" W	31.76'
C135	273.58'	47.39'	S 62°24'39" W	47.66'
C136	273.58'	11.88'	S 55°46'14" W	11.84'
C137	273.58'	75.52'	S 14°37'26" W	75.28'
C138	326.58'	4.89'	N 07°08'24" E	4.89'
C139	326.58'	46.28'	N 11°39'26" E	46.23'
C140	326.50'	46.28'	N 19°49'46" E	46.23'
C141	326.50'	46.56'	N 28°00'01" E	46.52'
C142	326.50'	33.12'	N 34°08'25" E	33.12'
C143	243.50'	34.36'	N 38°30'34" W	74.39'
C144	243.50'	116.85'	S 08°36'45" W	115.73'
C145	243.50'	21.87'	S 66°37'12" E	21.05'
C146	28.00'	2.67'	S 70°18'01" E	2.67'
C147	28.00'	24.07'	S 34°58'50" E	23.64'
C148	68.00'	65.71'	N 59°06'10" W	63.48'
C149	68.00'	45.94'	N 04°47'28" E	83.76'
C150	68.00'	43.57'	N 54°31'16" E	41.99'

CURVE TABLE				
CURVE #	RADIUS	ARC DISTANCE	CHORD BEARING	CHORD DISTANCE
C151	60.08'	44.72'	S 87°41'55" E	43.58'
C152	60.08'	96.87'	S 37°17'24" E	84.58'
C153	60.80'	11.08'	S 80°56'38" E	11.07'
C154	326.50'	1.52'	S 11°34'24" E	1.52'
C155	326.50'	95.43'	S 00°23'38" E	95.35'
C156	326.50'	56.43'	S 84°17'04" W	56.35'
C157	326.50'	56.43'	S 68°25'48" W	56.35'
C158	326.50'	56.43'	S 52°34'32" W	56.35'
C159	326.58'	56.36'	S 34°28'55" W	56.30'
C160	273.58'	52.35'	S 15°36'23" W	52.12'
C161	273.58'	33.07'	S 05°40'47" W	33.05'
C162	20.08'	9.47'	S 49°45'46" W	9.38'
C163	20.08'	9.94'	S 22°31'39" W	9.45'
C164	60.80'	91.94'	N 25°13'47" E	68.02'
C165	60.80'	39.85'	N 76°46'04" E	37.41'
C166	60.80'	49.58'	S 62°23'38" E	48.18'
C167	60.80'	115.51'	S 18°28'47" W	98.48'
C168	60.80'	48.36'	S 82°19'05" W	47.08'
C169	20.00'	17.94'	S 67°20'11" E	16.98'
C170	28.00'	1.47'	N 65°25'58" E	1.47'
C171	326.58'	24.65'	S 60°28'47" W	24.65'
C172	326.58'	46.04'	S 71°37'27" W	45.51'
C173	326.58'	38.08'	S 76°20'31" W	39.90'
C174	20.08'	15.42'	S 58°13'31" W	15.03'
C175	20.08'	3.59'	S 39°37'11" W	3.58'
C176	60.08'	65.91'	N 85°05'04" E	62.64'
C177	60.08'	47.22'	S 78°02'07" E	46.04'
C178	60.80'	83.81'	S 17°58'44" E	58.91'
C179	60.80'	51.92'	S 37°08'20" W	50.32'
C180	60.80'	64.66'	S 87°08'26" W	61.82'
C181	60.80'	9.86'	N 51°28'54" W	9.84'
C182	326.50'	48.55'	S 85°12'17" W	48.51'
C183	326.58'	52.30'	N 87°54'42" W	52.25'
C184	246.08'	149.14'	N 48°16'41" E	146.95'
C185	246.08'	38.11'	N 48°00'31" E	38.07'
C186	330.08'	22.02'	S 45°21'48" W	22.02'
C187	230.80'	17.58'	S 48°47'31" W	17.58'
C188	230.80'	16.08'	S 46°38'30" E	16.08'
C189	230.80'	60.20'	N 40°18'05" E	60.00'
C190	230.80'	63.80'	N 27°16'05" E	63.66'
C191	270.80'	15.93'	N 16°56'03" E	15.93'
C192	273.50'	161.99'	N 07°13'35" W	159.63'
C193	273.50'	44.80'	N 20°21'39" E	44.81'
C194	326.50'	30.65'	S 22°28'17" W	30.02'
C195	326.50'	46.56'	S 16°37'02" W	46.52'
C196	326.58'	22.46'	S 09°07'39" W	21.45'
C197	273.58'	103.67'	N 17°35'41" E	102.98'
C198	273.58'	48.30'	N 32°09'17" E	48.26'
C199	270.58'	79.82'	S 43°37'50" E	79.53'
C200	270.80'	134.58'	S 24°06'06" E	133.14'
C201	230.80'	92.94'	S 02°08'52" E	92.45'
C202	240.80'	94.28'	S 13°40'52" W	93.68'
C203	237.66'	110.81'	S 52°45'31" W	109.83'
C204	240.80'	186.59'	S 58°50'50" W	182.00'
C205	602.35'	80.83'	S 82°49'11" W	80.78'
C206	543.58'	84.73'	N 42°37'54" E	84.65'
C207	303.20'	35.24'	N 39°36'35" E	79.17'
C208	385.11'	95.82'	N 58°08'09" E	96.27'
C209	44.58'	6.88'	S 04°44'38" W	6.88'
C210	19.54'	33.85'	S 29°03'33" W	21.14'
C211	54.98'	49.01'	S 82°58'05" E	47.46'
C212	60.82'	46.42'	S 40°57'36" W	45.28'
C213	82.28'	72.65'	S 26°17'54" W	70.35'
C214	127.88'	96.72'	N 39°54'21" E	97.23'
C215	38.77'	33.71'	N 25°26'58" E	31.81'
C216	30.54'	85.98'	N 18°56'56" E	77.37'
C217	35.87'	33.58'	N 28°50'28" E	32.67'
C218	1716.86'	183.84'	N 08°19'56" E	183.66'
C219	223.15'	79.54'	N 08°57'55" E	79.12'
C220	104.00'	95.86'	S 22°06'52" E	92.58'
C221	73.28'	39.94'	S 52°07'40" E	39.39'
C222	884.83'	57.45'	N 18°08'36" E	57.43'
C223	884.83'	160.86'	N 11°02'05" E	160.67'
C224	884.83'	183.53'	N 25°15'00" E	183.20'
C225	60.80'	30.14'	S 12°58'38" E	29.83'
C226	60.80'	36.26'	S 34°57'37" E	35.71'
C227	60.80'	30.16'	S 21°34'52" E	29.83'
C228	68.00'	67.46'	S 29°06'51" W	79.90'
C229	68.00'	30.10'	S 68°55'48" E	29.86'
C230	68.00'	34.64'	S 88°42'40" E	34.46'

FILE: P:\COBB\ - Lidy Ann Revit\088000-01-001 BLM - Phantom Trail\Survey\Working\ Final Plat\088000_fp 2022 Phase 1, Section 1_Final Plat.dwg			
DATE: 09-28-16	DESIGN BY: KLC	CREW: CAP, MK	
SCALE: 1"=100'	CHECKED BY: JJW	FB #:	
JOB #: 088000	DRAWING #: FINAL PLAT	PLAN #: 1171 SHT 3OF4	
NO.	REVISION	BY	DATE

PLOT DATE: Dec 15,2017 - 11:39am

Bowman CONSULTING

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BPE Firm No. F-14309 | TBPLS Firm No. 101206-00

FINAL PLAT
LA CIMA
PHASE 1, SECTION 1
JOHN WILLIAMS SURVEY, ABSTRACT 490
HAYS COUNTY, TEXAS

SHEET 4 OF 4
PLAN #: 1171

EXHIBIT U-3 – PHASE 1 SECTION 2 LEGAL DESCRIPTION

58.636 Acres
John Williams Survey, A-490,
Hays County, Texas

Job No. 5956-01-001
FN2021(en)
Page 1 of 3

FIELD NOTES DESCRIPTION

DESCRIPTION OF 58.636 ACRES OF LAND IN THE JOHN WILLIAMS SURVEY, A-490, HAYS COUNTY, TEXAS; BEING A PORTION OF A CERTAIN CALLED 649.592 ACRE TRACT DESCRIBED IN THE DEED TO LAZY OAKS RANCH, LP OF RECORD IN VOLUME 4877, PAGE 632, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS; SAID 58.636 ACRES OF LAND AS SURVEYED BY BOWMAN CONSULTING GROUP, LTD., BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a ½-inch iron rod with a plastic cap stamped "BCG" set in the southeast line of the said 649.592 acre tract and the northwest line of a certain called 311.74 acre tract described in the deed to Claud Kern Wildenthal of record in Volume 1385, Page 398, Official Public Records of Hays County, Texas, for the south corner of a certain called 5.000 acre tract described in Exhibit C, reservation for exploration, exploitation and/or production of oil/gas or minerals, of record in said Volume 4877, Page 632, Official Public Records of Hays County, Texas, for a northeast corner and **POINT OF BEGINNING** of the tract described herein, from which a ½-inch iron rod with a plastic cap stamped "BCG" previously set at an angle point in the southeast line of the said 649.592 acre tract and the northwest line of the said 311.74 acre tract bears N 45°32'23" E, a distance of 836.08 feet;

THENCE S 45°32'23" W, with the southeast line of the said 649.592 acre tract and the northwest line of the said 311.74 acre tract, with the southeast line of the tract described herein, a distance of 1,011.20 feet to a ½-inch iron rod with a plastic cap stamped "BCG" set for the south corner of the tract described herein, from which a 6-inch cedar fence post found at an angle point in the southeast line of the said 649.592 acre tract and the northwest line of the said 311.74 acre tract bears S 45°32'23" W, a distance of 5,336.80 feet;

THENCE leaving the northwest line of the said 311.74 acre tract, crossing the said 649.592 acre tract, with the west line of the tract described herein, the following two (2) courses and distances:

1. N 08°46'59" W, a distance of 1,058.93 feet to a ½-inch iron rod with a plastic cap stamped "BCG" set for an angle point, and

2. N 38°10'34" W, a distance of 459.31 feet to a ½-inch iron rod with a plastic cap stamped "BCG" set in the southeast right-of-way line of West Centerpoint Road, a variable-width right-of-way, called 45.839 acres and described in the street deed to Hays County, Texas, of record in Volume 5310, Page 161, Official Public Records of Hays County, Texas, for the west corner of the tract described herein, from which a ½-inch iron rod with a plastic cap stamped "BCG" previously set for an angle point in the southeast right-of-way line of said West Centerpoint Road bears S 68°19'52" W, a distance of 378.41 feet;

THENCE continuing across the said 649.592 acre tract, with the southeast right-of-way line of said West Centerpoint Road, with the northwest line of the tract described herein, the following twenty-two (22) courses and distances:

1. N 68°19'52" E, a distance of 15.14 feet to a ½-inch iron rod with plastic cap stamped "BCG" previously set for an angle point,

2. N 45°46'19" E, a distance of 51.78 feet to a ½-inch iron rod with plastic cap stamped "BCG" previously set for an angle point,

3. N 13°47'53" E, a distance of 168.02 feet to a ½-inch iron rod with plastic cap stamped "BCG" previously set for a point of non-tangent curvature,

4. with the arc of a curve to the left, having a radius of 1,015.00 feet, an arc length of 55.59 feet, and a chord which bears N 39°06'44" E, a distance of 55.58 feet to a ½-inch iron rod with plastic cap stamped "BCG" previously set for a point of reverse-curvature,

5. with the arc of a curve to the right, having a radius of 20.00 feet, an arc length of 29.76 feet, and a chord which bears N 80°10'00" E, a distance of 27.09 feet to a ½-inch iron rod with plastic cap stamped "BCG" previously set for an angle point,

6. N 36°21'31" E, a distance of 60.12 feet to a ½-inch iron rod with plastic cap stamped "BCG" previously set for a point of non-tangent curvature,

7. with the arc of a non-tangent curve to the right, having a radius of 20.00 feet, an arc length of 31.61 feet, and a chord which bears N 11°56'15" W, a distance of 28.42 feet to a ½-inch iron rod with plastic cap stamped "BCG" previously set for a point-of-tangency,

8. N 33°20'06" E, a distance of 34.25 feet to a ½-inch iron rod with plastic cap stamped "BCG" previously set for an angle point,

9. N 41°29'53" E, a distance of 22.65 feet to a ½-inch iron rod with plastic cap stamped "BCG" previously set for a point-of-curvature,

10. with the arc of a non-tangent curve to the left, having a radius of 250.00 feet, an arc length of 89.33 feet, and a chord which bears N 31°15'40" E, a distance of 88.86 feet to a ½-inch iron rod with plastic cap stamped "BCG" previously set for a point-of-tangency,

11. N 33°20'06" E, a distance of 323.11 feet to a ½-inch iron rod with plastic cap stamped "BCG" set for a point-of-curvature,

12. with the arc of a curve to the left, having a radius of 1,535.00 feet, an arc length of 269.37 feet, and a chord which bears N 28°18'28" E, a distance of 269.02 feet to a ½-inch iron rod with plastic cap stamped "BCG" previously set for a point-of-tangency,

13. N 23°16'50" E, a distance of 106.62 feet to a ½-inch iron rod with a plastic cap stamped "BCG" previously set for a point-of-curvature,

14. with the arc of a curve to the right, having a radius of 20.00 feet, an arc length of 31.42 feet, and a chord which bears N 68°16'50" E, a distance of 28.28 feet to a ½-inch iron rod with plastic cap stamped "BCG" previously set for an angle point,

15. N 23°16'50" E, a distance of 60.00 feet a ½-inch iron rod with plastic cap stamped "BCG" previously set for a point of non-tangent curvature,

16. with the arc of a curve to the right, having a radius of 20.00 feet, an arc length of 31.42 feet, and a chord which bears N 21°43'10" W, a distance of 28.28 feet to a ½-inch iron rod with plastic cap stamped "BCG" previously set for a point-of-tangency,

17. N 23°16'50" E, a distance of 140.14 feet to a ½-inch iron rod with plastic cap stamped "BCG" previously set for a point-of-curvature,

18. with the arc of a curve to the right, having a radius of 715.00 feet, an arc length of 632.32 feet, and a chord which bears N 48°36'56" E, a distance of 611.91 feet to a ½-inch iron rod with plastic cap stamped "BCG" previously set for a point of compound-curvature,

19. with the arc of a curve to the right, having a radius of 20.00 feet, an arc length of 32.85 feet, and a chord which bears S 59°00'02" E, a distance of 29.28 feet to a ½-inch iron rod with plastic cap stamped "BCG" previously set for an angle point,

20. N 77°50'53" E, a distance of 60.00 feet to a ½-inch iron rod with plastic cap stamped "BCG" previously set for a point of non-tangent curvature,

21. with the arc of a curve to the right, having a radius of 20.00 feet, an arc length of 32.32 feet, and a chord which bears N 34°20'37" E, a distance of 28.92 feet to a ½-inch iron rod with plastic cap stamped "BCG" previously set for a point-of-tangency, and

22. N 80°38'20" E, a distance of 275.19 feet to a ½-inch iron rod with plastic cap stamped "BCG" set for the northerly northeast corner of the tract described herein, from which a ½-inch iron rod with a plastic cap stamped "BCG" previously set for a point-of-curvature in the southeast right-of-way line of said West Centerpoint Road bears N 80°38'20" E, a distance of 135.06 feet;

THENCE leaving the southeast right-of-way line of said West Centerpoint Road, continuing across the said 649.592 acre tract, with the east line of the tract described herein, the following two (2) courses and distances:

1. S 03°16'10" W, a distance of 1,617.69 feet to a ½-inch iron rod with a plastic cap stamped "BCG" set for an angle point, and

2. S 47°08'45" W, a distance of 14.96 feet to a ½-inch iron rod with a plastic cap stamped "BCG" set for the north corner of the said 5.000 acre tract, same being an angle point in the east line of the tract described herein;

THENCE continuing across the said 649.592 acre tract, with the north and west lines of the said 5.000 acre tract, with a southeast and northeast line of the tract described herein, the following two (2) courses and distances:

1. S 45°32'23" W, a distance of 763.89 feet to a ½-inch iron rod with a plastic cap stamped "BCG" set for the west corner of the said 5.000 acre tract, same being a re-entrant corner of the tract described herein, and

2. S 44°27'37" E, a distance of 400.00 feet to the **POINT OF BEGINNING** and containing 58.636 acres of land, more or less.

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

BOWMAN WORD FILE: FN2021(en)
H:\Survey_FieldNotes\FN-2000s\FN2021(en).doc

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

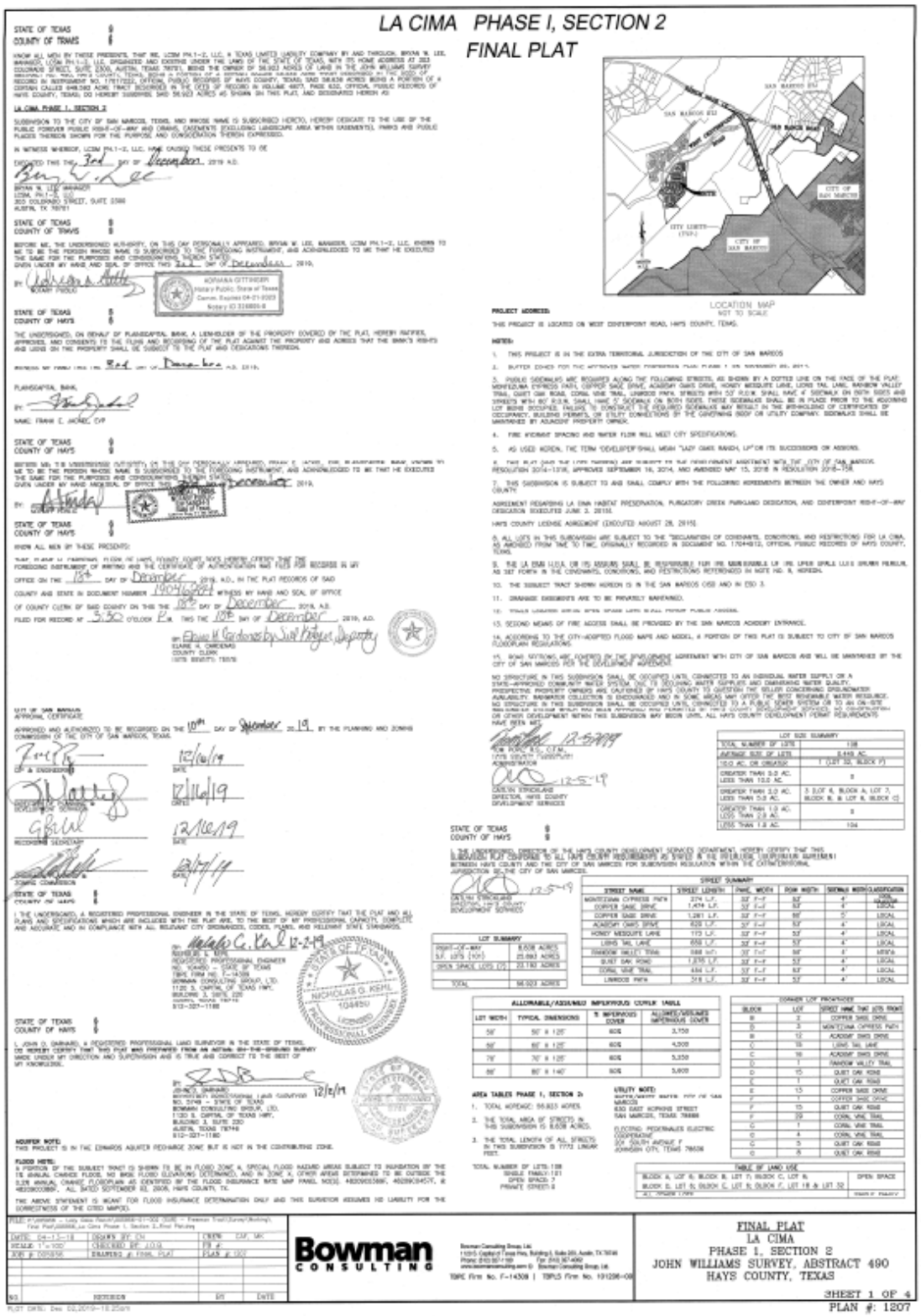
That I, John D. Barnard, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a series of surveys made on the ground during the months of December 2013 through May 2017, under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, on this 11th day of May 2017 A.D.

Bowman Consulting Group, Ltd.
Austin, Texas 78746

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

EXHIBIT U-4 – PHASE 1 SECTION 2 PLAT

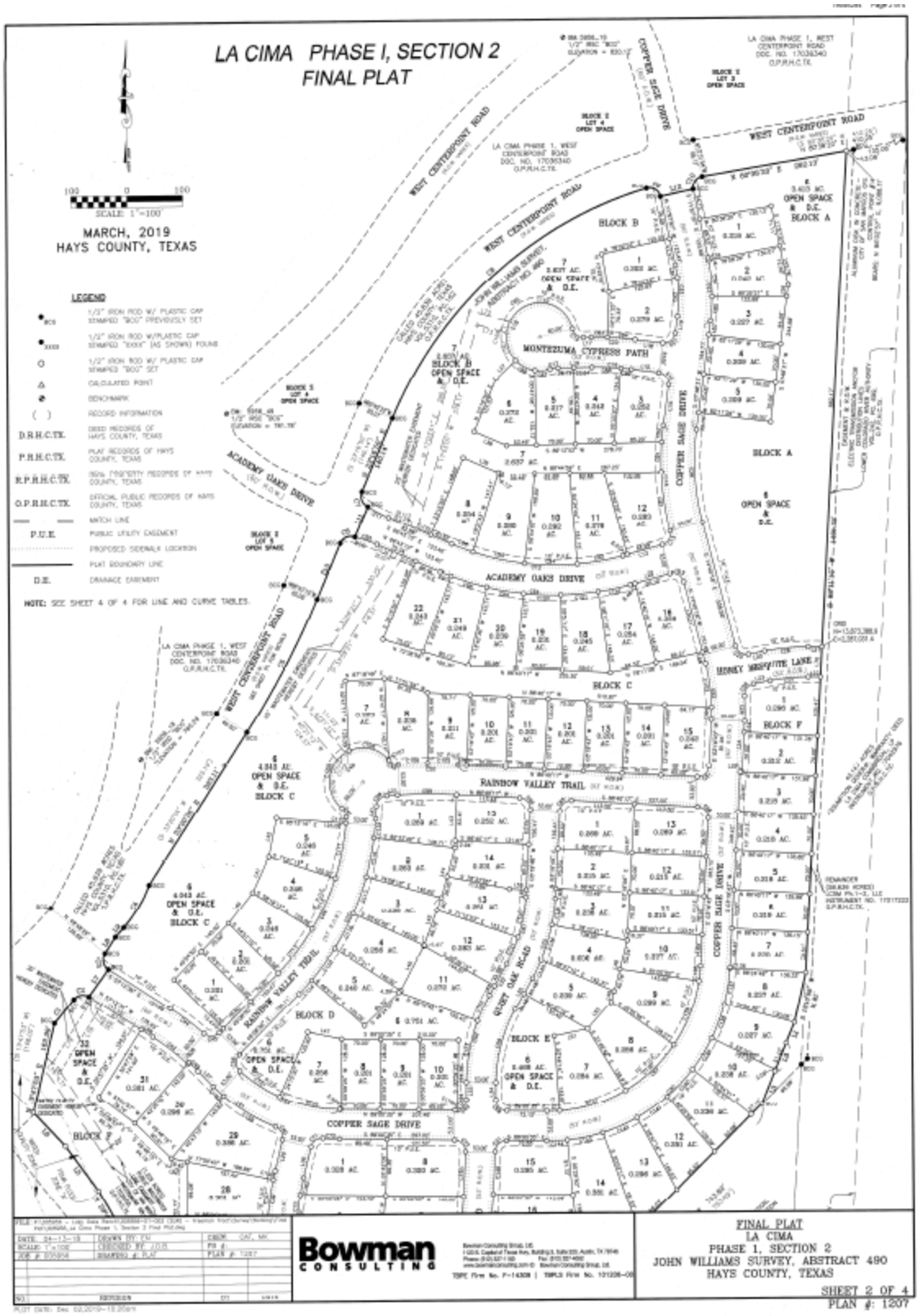


LA CIMA PHASE I, SECTION 2
FINAL PLAT

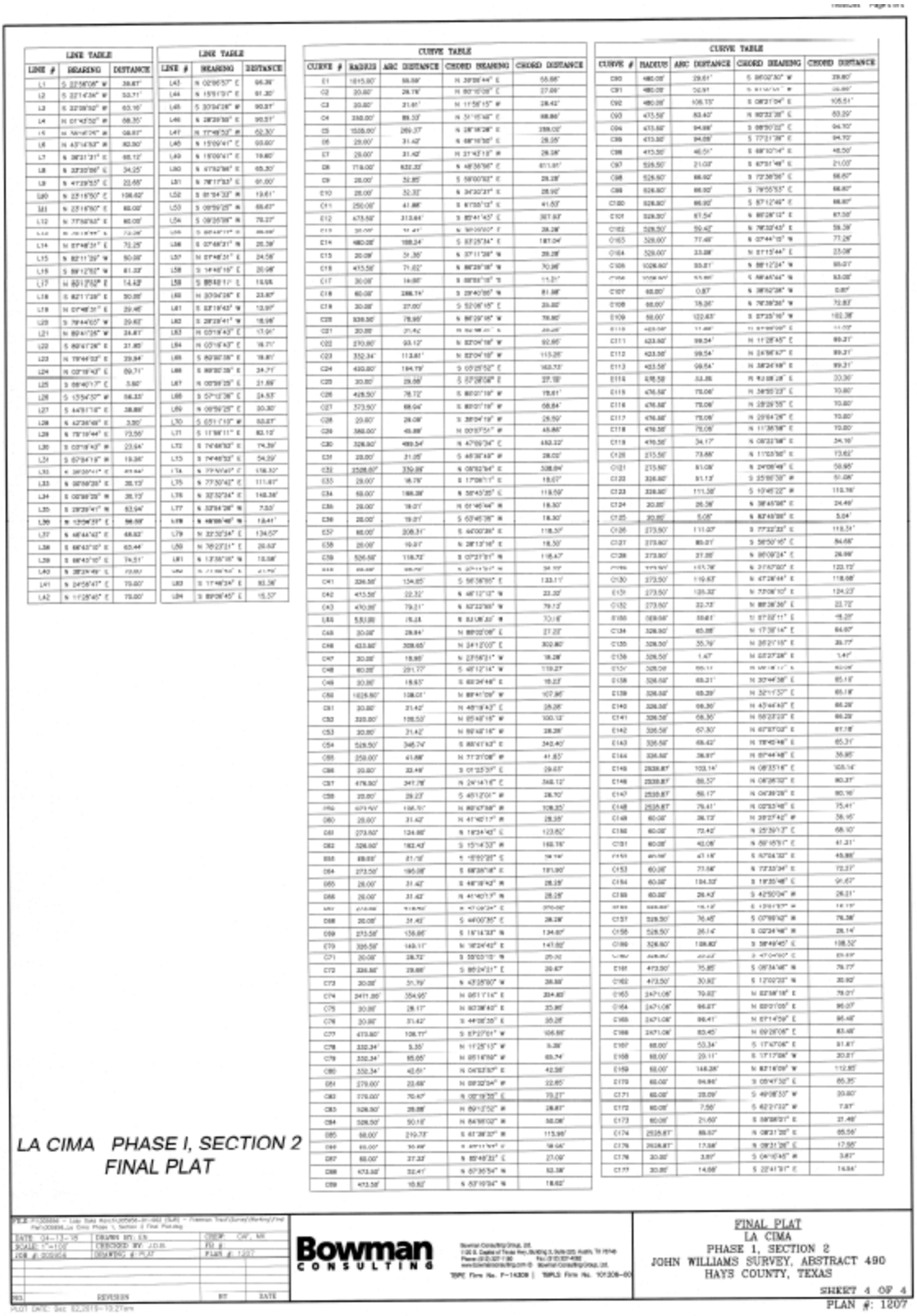
LOCATION MAP
NOT TO SCALE

FINAL PLAT
LA CIMA
PHASE 1, SECTION 2
JOHN WILLIAMS SURVEY, ABSTRACT 490
HAYS COUNTY, TEXAS

SHEET 1 OF 4
PLAN #: 1207


LA CIMA PHASE I, SECTION 2
FINAL PLAT
MARCH, 2019
HAYS COUNTY, TEXAS
SCALE: 1"=100
LEGEND
NOTE: SEE SHEET 4 OF 4 FOR LINE AND CURVE TABLES.
WEST CENTERPOINT ROAD
COPPER SAGE DRIVE
ACADEMY OAKS DRIVE
MONTEZUMA CYPRESS PATH
RAINBOW VALLEY TRAIL
QUIET OAK ROAD
HONEY MESQUITE LANE
BLOCK A
BLOCK B
BLOCK C
BLOCK D
BLOCK E
BLOCK F
BLOCK G
OPEN SPACE & D.E.
Bowman CONSULTING
FINAL PLAT
LA CIMA
PHASE 1, SECTION 2
JOHN WILLIAMS SURVEY, ABSTRACT 490
HAYS COUNTY, TEXAS
SHEET 2 OF 4
PLAN #: 1207

LA CIMA PHASE I, SECTION 2
FINAL PLAT
JOHN WILLIAMS SURVEY, ABSTRACT NO. 490
SCALE: 1"=100'
MARCH, 2019
HAYS COUNTY, TEXAS
LEGEND
NOTES:
Bowman
CONSULTING
FINAL PLAT
LA CIMA
PHASE 1, SECTION 2
JOHN WILLIAMS SURVEY, ABSTRACT 490
HAYS COUNTY, TEXAS
SHEET 3 OF 4
PLAN #: 1207



LINE TABLE

LINE #	BEARING	DISTANCE
L1	S 32°56'06" W	39.87'
L2	S 32°14'36" W	50.71'
L3	S 32°09'50" W	63.16'
L4	N 01°43'50" W	68.35'
L5	N 76°16'47" W	98.83'
L6	N 43°14'53" W	82.50'
L7	N 28°21'21" E	65.12'
L8	N 32°20'00" E	34.25'
L9	N 47°29'57" E	22.65'
L10	N 23°15'50" E	106.62'
L11	N 23°15'50" E	66.08'
L12	N 77°56'52" E	66.08'
L13	[illegible]	[illegible]
L14	N 87°48'31" E	70.25'
L15	N 82°11'39" W	50.06'
L16	S 89°12'52" W	61.33'
L17	N 80°17'52" E	14.42'
L18	S 82°17'39" E	30.05'
L19	N 07°48'31" E	29.46'
L20	S 78°44'55" W	29.82'
L21	N 89°47'05" W	24.87'
L22	S 89°47'29" E	27.85'
L23	N 78°44'52" E	29.94'
L24	N 02°18'43" E	59.71'
L25	S 89°40'17" E	5.82'
L26	S 13°54'20" W	56.33'
L27	S 44°51'18" E	38.88'
L28	S 42°36'49" E	3.30'
L29	N 75°19'44" E	73.56'
L30	S 02°18'43" W	23.94'
L31	S 67°54'15" W	19.36'
L32	[illegible]	[illegible]
L33	N 89°59'29" E	28.13'
L34	S 00°59'29" W	28.13'
L35	S 28°29'47" W	63.94'
L36	N 15°54'57" E	56.59'
L37	N 46°44'42" E	48.82'
L38	S 88°43'10" E	60.44'
L39	S 88°43'10" E	74.51'
L40	[illegible]	[illegible]
L41	S 24°58'47" E	70.00'
L42	N 11°28'40" E	70.00'

LINE TABLE

LINE #	BEARING	DISTANCE
L43	N 02°55'57" E	96.26'
L44	N 15°51'31" E	91.30'
L45	S 30°34'28" W	90.21'
L46	N 28°29'39" E	90.21'
L47	N 77°46'52" E	52.30'
L48	S 15°09'41" E	99.60'
L49	N 15°09'41" E	19.60'
L50	N 61°52'56" E	65.30'
L51	N 28°17'33" E	91.00'
L52	S 61°34'33" E	19.61'
L53	S 09°59'25" W	68.47'
L54	S 09°25'59" W	76.27'
L55	[illegible]	[illegible]
L56	S 87°48'31" W	20.28'
L57	N 87°48'31" E	24.58'
L58	S 14°48'15" E	20.98'
L59	S 89°48'11" E	15.05'
L60	N 30°04'26" E	23.80'
L61	S 82°19'43" W	13.90'
L62	S 28°29'41" W	18.98'
L63	N 02°19'43" E	17.91'
L64	N 02°19'43" E	18.71'
L65	S 89°50'28" E	19.80'
L66	S 89°50'28" E	34.71'
L67	N 00°59'25" E	21.88'
L68	S 57°12'36" E	24.53'
L69	N 00°59'25" E	20.30'
L70	S 65°17'13" W	53.07'
L71	S 11°58'11" E	83.13'
L72	S 74°48'53" E	74.39'
L73	S 74°48'53" E	54.29'
L74	[illegible]	[illegible]
L75	N 77°50'42" E	111.40'
L76	N 32°32'24" E	148.36'
L77	N 32°04'28" W	7.03'
L78	N 46°06'46" W	18.41'
L79	N 32°32'24" E	134.67'
L80	N 76°27'31" E	28.52'
L81	N 13°55'05" W	18.08'
L82	[illegible]	[illegible]
L83	S 11°48'24" E	80.36'
L84	S 89°08'45" E	16.57'

CURVE TABLE

CURVE #	RADIUS	ARC DISTANCE	CHORD BEARING	CHORD DISTANCE
C1	1815.50'	56.59'	N 28°06'44" E	56.58'
C2	20.00'	28.78'	N 80°10'08" E	27.09'
C3	20.00'	21.61'	N 11°56'15" W	20.62'
C4	350.00'	89.53'	N 51°16'48" E	89.29'
C5	1205.00'	269.37'	N 28°26'28" E	268.82'
C6	20.00'	31.42'	N 68°16'55" E	28.28'
C7	20.00'	31.42'	N 21°43'18" W	28.28'
C8	719.00'	632.33'	N 48°36'56" E	611.91'
C9	20.00'	31.85'	S 59°00'52" E	28.58'
C10	20.00'	32.32'	N 34°32'27" E	28.92'
C11	250.00'	41.86'	S 87°55'13" E	41.83'
C12	673.50'	313.84'	S 82°41'45" E	311.03'
C13	20.00'	31.41'	N 30°20'00" E	28.28'
C14	480.00'	188.24'	S 83°25'34" E	187.04'
C15	20.00'	31.36'	S 37°11'28" W	28.28'
C16	413.50'	71.62'	N 88°29'38" W	70.36'
C17	30.00'	16.90'	S 88°58'10" E	16.21'
C18	60.00'	288.74'	S 29°40'05" W	81.98'
C19	20.00'	27.00'	S 52°06'15" E	25.02'
C20	536.50'	78.95'	S 86°29'05" W	78.88'
C21	20.00'	31.42'	N 03°30'54" W	28.28'
C22	270.50'	93.12'	N 82°04'18" W	92.66'
C23	332.34'	113.81'	N 82°04'18" W	113.28'
C24	450.50'	184.79'	S 69°25'52" E	183.53'
C25	30.00'	29.08'	S 57°58'08" E	27.98'
C26	426.50'	78.72'	S 80°01'19" W	78.61'
C27	573.50'	68.04'	S 80°01'19" W	68.04'
C28	20.00'	28.08'	S 39°04'19" W	25.59'
C29	560.00'	45.88'	N 00°57'54" W	45.86'
C30	326.50'	499.34'	N 47°09'34" E	453.33'
C31	20.00'	31.05'	S 46°36'48" W	28.02'
C32	3528.50'	330.98'	N 08°52'54" E	328.86'
C33	29.00'	18.79'	S 17°08'11" E	18.47'
C34	60.00'	188.38'	N 58°43'25" E	119.59'
C35	20.00'	19.01'	N 01°46'44" W	18.30'
C36	20.00'	19.01'	S 63°46'38" W	18.30'
C37	60.00'	208.31'	S 60°00'38" E	118.57'
C38	20.00'	19.01'	N 28°13'16" E	18.30'
C39	526.50'	118.72'	S 07°27'31" W	118.47'
C40	60.00'	188.38'	N 30°43'25" E	119.59'
C41	326.50'	134.85'	S 56°36'55" E	133.91'
C42	413.50'	22.32'	N 46°12'12" W	22.32'
C43	470.00'	79.21'	N 82°22'39" W	79.12'
C44	5.50'	15.14'	S 83°35'50" W	10.16'
C45	20.00'	29.84'	N 89°02'08" E	27.22'
C46	433.50'	308.65'	N 34°12'00" E	302.80'
C47	20.00'	18.98'	N 27°56'31" W	18.28'
C48	60.00'	231.77'	S 46°12'14" W	119.27'
C49	20.00'	18.93'	S 69°24'48" E	18.23'
C50	1626.50'	108.01'	N 89°41'09" W	107.99'
C51	20.00'	31.42'	N 48°18'43" E	28.28'
C52	330.00'	198.50'	N 65°46'18" W	195.13'
C53	20.00'	31.42'	N 89°46'18" W	28.28'
C54	526.50'	348.74'	S 89°41'43" E	342.40'
C55	258.00'	41.88'	N 77°21'08" W	41.83'
C56	20.00'	32.48'	S 01°25'31" E	29.03'
C57	476.50'	247.78'	N 24°14'16" E	244.12'
C58	20.00'	29.23'	S 46°17'01" W	26.70'
C59	673.50'	196.70'	N 89°07'58" W	195.95'
C60	20.00'	31.42'	N 41°40'17" W	28.28'
C61	273.50'	134.88'	N 19°34'45" E	133.50'
C62	326.50'	162.43'	S 15°14'33" W	160.76'
C63	60.00'	41.19'	S 19°07'28" E	40.39'
C64	273.50'	195.08'	S 68°38'18" E	191.00'
C65	20.00'	31.42'	S 48°18'43" W	28.28'
C66	20.00'	31.42'	N 41°40'17" W	28.28'
C67	673.50'	198.70'	N 24°07'58" W	197.95'
C68	20.00'	31.42'	S 65°19'42" W	28.28'
C69	273.50'	156.86'	S 16°14'33" W	154.69'
C70	326.50'	169.11'	N 16°24'42" E	167.20'
C71	20.00'	28.72'	S 39°05'15" W	26.26'
C72	326.50'	28.68'	S 89°24'31" E	28.67'
C73	20.00'	31.79'	N 43°35'00" W	28.56'
C74	2411.50'	354.95'	N 86°11'14" E	354.63'
C75	20.00'	28.17'	N 40°38'40" E	25.86'
C76	20.00'	31.42'	S 44°08'20" E	28.28'
C77	473.50'	108.77'	S 83°27'01" W	108.55'
C78	332.34'	5.35'	N 11°25'15" W	5.35'
C79	332.34'	85.65'	N 85°16'00" W	85.74'
C80	332.34'	40.61'	N 04°53'30" E	40.58'
C81	276.00'	23.68'	N 09°32'04" W	23.65'
C82	276.00'	70.47'	N 05°18'35" E	70.27'
C83	326.50'	28.88'	N 89°17'52" W	28.87'
C84	326.50'	50.15'	N 84°58'02" W	50.06'
C85	58.00'	210.73'	S 41°38'20" W	113.99'
C86	58.00'	30.49'	N 89°11'39" E	30.14'
C87	58.00'	27.33'	N 62°48'33" E	27.08'
C88	473.50'	32.41'	N 60°36'54" W	32.38'
C89	473.50'	18.82'	N 63°19'04" W	18.82'

CURVE TABLE

CURVE #	RADIUS	ARC DISTANCE	CHORD BEARING	CHORD DISTANCE
C90	480.00'	29.81'	S 86°02'30" W	29.80'
C91	480.00'	76.91'	[illegible]	[illegible]
C92	480.00'	106.73'	S 08°21'04" E	106.51'
C93	473.50'	83.40'	N 80°33'28" E	83.30'
C94	473.50'	94.98'	S 88°50'02" E	94.80'
C95	473.50'	94.08'	S 77°21'28" E	94.70'
C96	473.50'	46.51'	S 68°10'14" E	46.50'
C97	526.50'	21.02'	S 67°01'49" E	21.00'
C98	526.50'	66.92'	S 72°36'26" E	66.87'
C99	526.50'	66.92'	S 79°55'53" E	66.87'
C100	526.50'	66.92'	S 87°12'46" E	66.87'
C101	526.50'	61.54'	N 86°28'12" E	61.50'
C102	526.50'	59.42'	N 78°32'45" E	59.39'
C103	526.00'	77.48'	N 67°44'07" E	77.28'
C104	526.00'	33.88'	N 61°15'44" E	33.88'
C105	1026.50'	93.21'	N 88°12'24" E	93.21'
C106	1026.50'	93.80'	S 88°46'44" E	93.80'
C107	60.00'	0.87'	N 38°52'28" E	0.87'
C108	60.00'	38.26'	N 76°38'26" E	70.83'
C109	60.00'	122.43'	S 87°25'16" E	102.38'
C110	423.50'	11.46'	[illegible]	[illegible]
C111	423.50'	99.54'	N 11°28'45" E	99.31'
C112	423.50'	99.54'	N 24°58'47" E	99.31'
C113	423.50'	99.54'	N 38°24'49" E	99.31'
C114	476.50'	53.35'	N 43°08'28" E	53.36'
C115	476.50'	73.06'	N 58°55'23" E	73.00'
C116	476.50'	73.06'	N 73°25'55" E	73.00'
C117	476.50'	73.06'	N 29°04'28" E	73.00'
C118	476.50'	73.06'	N 11°36'58" E	73.00'
C119	476.50'	34.17'	N 06°23'38" E	34.16'
C120	273.50'	73.66'	N 11°09'56" E	73.62'
C121	273.50'	81.08'	N 24°08'49" E	80.80'
C122	326.50'	81.13'	S 25°55'39" W	80.96'
C123	326.50'	111.38'	S 10°45'22" W	110.86'
C124	20.00'	26.28'	N 38°45'06" E	24.49'
C125	20.00'	5.06'	N 82°49'06" E	5.04'
C126	273.50'	111.60'	S 77°32'33" E	110.81'
C127	273.50'	80.21'	S 58°50'16" E	79.66'
C128	273.50'	31.35'	N 86°09'24" E	28.99'
C129	273.50'	123.78'	N 21°57'02" E	122.72'
C130	273.50'	119.63'	N 47°26'44" E	118.68'
C131	273.50'	126.32'	N 73°08'10" E	124.03'
C132	273.50'	32.73'	N 88°28'36" E	32.72'
C133	326.50'	59.61'	N 87°02'11" E	59.53'
C134	326.50'	65.38'	N 77°36'16" E	64.90'
C135	326.50'	35.79'	N 69°21'15" E	35.77'
C136	326.50'	1.47'	N 65°27'26" E	1.47'
C137	326.50'	65.11'	N 59°38'12" E	65.00'
C138	326.50'	65.21'	N 37°44'38" E	65.15'
C139	326.50'	65.39'	N 32°11'57" E	65.18'
C140	326.50'	66.35'	N 43°44'40" E	66.26'
C141	326.50'	66.35'	N 55°23'23" E	66.26'
C142	326.50'	67.30'	N 67°07'02" E	67.18'
C143	326.50'	65.42'	N 78°45'48" E	65.31'
C144	326.50'	38.97'	N 87°44'48" E	38.95'
C145	2538.87'	103.14'	N 08°35'16" E	103.14'
C146	2538.87'	66.57'	N 04°26'32" E	80.57'
C147	2538.87'	66.17'	N 04°39'28" E	80.16'
C148	2538.87'	75.41'	N 02°53'48" E	75.41'
C149	60.00'	38.13'	N 28°27'42" W	58.95'
C150	60.00'	72.42'	N 25°39'17" E	68.10'
C151	60.00'	43.08'	N 59°45'51" E	41.21'
C152	60.00'	47.14'	S 82°04'32" E	45.88'
C153	60.00'	71.66'	N 72°33'34" E	72.31'
C154	60.00'	104.33'	S 18°35'48" E	91.67'
C155	60.00'	28.43'	S 42°50'04" W	28.31'
C156	526.50'	76.45'	S 07°59'42" W	76.38'
C157	526.50'	26.14'	S 02°24'48" W	26.14'
C158	326.50'	108.82'	S 38°49'45" E	108.32'
C159	326.50'	1.47'	[illegible]	[illegible]
C160	473.50'	75.85'	S 08°34'48" W	75.77'
C161	473.50'	30.82'	S 12°02'22" W	30.82'
C162	2471.08'	70.82'	N 82°38'18" E	70.81'
C163	2471.08'	66.21'	N 80°21'05" E	66.20'
C164	2471.08'	66.41'	N 87°14'59" E	66.40'
C165	2471.08'	83.45'	N 89°26'06" E	83.46'
C166	60.00'	53.34'	S 17°47'06" E	51.61'
C167	60.00'	29.11'	S 17°17'06" W	30.21'
C168	60.00'	146.26'	N 82°16'09" E	112.85'
C169	60.00'	64.96'	S 05°47'32" E	65.35'
C170	60.00'	28.09'	S 49°08'33" W	30.80'
C171	60.00'	7.55'	S 62°21'32" W	7.51'
C172	60.00'	21.60'	S 68°58'01" E	21.48'
C173	2525.87'	66.10'	N 08°21'28" E	66.56'
C174	2525.87'	17.98'	N 08°21'28" E	17.98'
C175	30.00'	3.80'	S 04°16'45" W	3.80'
C176	30.00'	14.68'	S 22°41'31" E	14.54'

LA CIMA PHASE I, SECTION 2
FINAL PLAT

DATE	04-13-15	DRAWN BY	LS	CHK'D	CAP, MR
SCALE	1"=100'	CHECKED BY	J.D.B.	FILE	
JOB #	209856	DRAWING #	1207	PLAT #	1207

NO.	REVISION	BY	DATE

Bowman CONSULTING

Bowman Consulting Group, Ltd.
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TBPE Firm No. F-14309 | TBPLS Firm No. 101206-00

FINAL PLAT
LA CIMA
PHASE 1, SECTION 2
JOHN WILLIAMS SURVEY, ABSTRACT 490
HAYS COUNTY, TEXAS

SHEET 4 OF 4
PLAN #: 1207

EXHIBIT U-5 – PHASE 3 LEGAL DESCRIPTION

DOUCET & ASSOCIATES

7401B Highway 71 West, Suite 160, Austin, TX 78735
Office: 512.583.2600
Fax: 512.583.2601
Doucetengineers.com

"Exhibit "------"

La Cima Phase 3A
Hays County, Texas

D&A Job No. 1722-010
July 12, 2021

METES & BOUNDS DESCRIPTION

BEING A 49.78 ACRE TRACT OUT OF THE WILLIAM SMITHSON SURVEY, ABSTRACT NUMBER 419, AND THE JOHN WILLIAMS SURVEY, ABSTRACT NUMBER 490, HAYS COUNTY, TEXAS, BEING A PORTION OF A CALLED 182.269 ACRE TRACT, DESCRIBED TO LCSM PH. 3, LLC, RECORDED IN DOCUMENT NUMBER 19018423 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS [O.P.R.H.C.T.], SAID 48.83 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2 inch iron rod with cap stamped "DOUCET", set in the northwest line of said 182.269 acre tract, same being the southeast line of Lot 17 of Fox Ridge Phase 1 Subdivision, recorded in Volume 1, Page 373, of the Plat Records of Hays County, Texas [P.R.H.C.T.], from which a 1/2 inch iron rod, found for the common easterly corner of said Lot 17, and Lot 16 of said Fox Ridge Subdivision, bears N44°10'01"E, a distance of 249.70 feet;

THENCE over and across said 182.269 acre tract the following twelve (12) courses and distances:

1) S45°35'02"E, a distance of 222.72 feet to a 1/2 inch iron rod with cap stamped "DOUCET" set at the beginning of a curve to the left,
2) With said curve to the left, defined by an arc length of 39.39 feet, a radius of 25.00 feet, a delta angle of 90°16'51", and a chord which bears N89°16'33"E, for a distance of 35.44 feet, to a 1/2 inch iron rod with cap stamped "DOUCET" set,
3) S45°19'26"E, a distance of 54.00 feet to a 1/2 inch iron rod with cap stamped "DOUCET" set and the beginning of a curve to the left,
4) With said curve to the left, defined by an arc length of 39.15 feet, a radius of 25.00 feet, a delta angle of 89°43'09", and a chord which bears S00°43'27"E, for a distance of 35.27 feet, to a 1/2 inch iron rod with cap stamped "DOUCET" set,
5) S45°35'02"E, a distance of 99.62 feet to a 1/2 inch iron rod with cap stamped "DOUCET" set,
6) N44°08'08"E, a distance of 120.20 feet to a 1/2 inch iron rod with cap stamped "DOUCET" set,
7) S58°08'41"E, a distance of 183.74 feet to a 1/2 inch iron rod with cap stamped "DOUCET" set,
8) S67°42'48"E, a distance of 206.62 feet to a 1/2 inch iron rod with cap stamped "DOUCET" set,
9) S60°45'25"E, a distance of 153.91 feet to a 1/2 inch iron rod with cap stamped "DOUCET" set,
10) S38°40'28"E, a distance of 201.50 feet to a 1/2 inch iron rod with cap stamped "DOUCET" set,
11) S56°21'32"W, a distance of 130.92 feet to a 1/2 inch iron rod with cap stamped "DOUCET" set,
12) S33°34'43"E, a distance of 38.82 feet to a 1/2 inch iron rod with cap stamped "DOUCET" set in the northwest line of La Cima Phase 2A Subdivision, a plat thereof recorded in Document Number 20016922 [O.P.R.H.C.T.]

THENCE with the common lines of said La Cima Phase 2A, the following six (6) courses and distances:

1) S56°21'32"W, a distance of 1.27 feet to a 1/2 inch iron rod with cap stamped "DOUCET" set,
2) S51°17'50"W, a distance of 58.48 feet to a 1/2 inch iron rod with cap stamped "DOUCET" set in the westerly right of way line of Fountain Grass Drive, 60 feet wide per said plat,
3) S34°04'46E", continuing with said right of way, for a distance of 41.60 feet, to a 1/2 inch iron rod with cap stamped "DOUCET" set,
4) S33°38'28"E, with said right of way, a distance of 662.05 feet to a 1/2 inch iron rod with cap stamped "DOUCET" set at the beginning of a curve to the right,

(CONTINUED ON NEXT PAGE)

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5) Continuing with said right of way and said curve to the right, defined by an arc length of 110.12 feet, a radius of 270.00 feet, a delta angle of 23°22'04", and a chord which bears S21°57'26"E, for a distance of 109.36 feet, to a 1/2 inch iron rod with cap stamped "DOUCET" set, and
6) S10°16' 24" E, with said right of way, a distance of 257.65 feet to a 1/2 inch iron rod with cap stamped "DOUCET" set on a south line of said 182.269 acre tract, and on a north line of Central Park Loop 70 feet wide per right of way plat recorded in Document Number 17036340 [O.P.R.H.C.T.];

THENCE, with the common line of said 182.269 acre tract, and said Central Park Loop right of way, the following two (2) courses and distances:

1) S80°00' 46" W, a distance of 5.06 feet to a 1/2 inch iron rod with cap stamped "DOUCET" set at the beginning of a curve to the right, and
2) With said curve to the right, defined by an arc length of 30.03 feet, a radius of 20.00 feet, a delta angle of 86°01'04", and a chord which bears S32°30'48"W, for a distance of 27.29 feet, to a 1/2 inch iron rod with cap stamped "DOUCET" set on an east corner of said 182.269 acre tract, same being a west corner of said 94.504 acre tract, and the beginning of a curve to the left;

THENCE, leaving said common line of said 182.269 acre tract and the Central Park Loop right of way, and continuing over and across said 182.269 acre tract the following nineteen (19) courses and distances:

1) With said curve to the left, defined by an arc length of 240.01 feet, a radius of 685.00 feet, a delta angle of 20°04'29", and a chord which bears S65°12'22"W, for a distance of 238.78 feet, to a 1/2 inch iron rod with cap stamped "DOUCET" set,
2) S55°10'39"W, a distance of 288.14 feet to a 1/2 inch iron rod with cap stamped "DOUCET" set,
3) N81°01'33"W, a distance of 87.97 feet to a 1/2 inch iron rod with cap stamped "DOUCET" set,
4) N33°38'28"W, a distance of 178.50 feet to a 1/2 inch iron rod with cap stamped "DOUCET" set,
5) N56°21'32"E, a distance of 14.07 feet to a 1/2 inch iron rod with cap stamped "DOUCET" set,
6) N33°40'54"W, a distance of 252.81 feet to a 1/2 inch iron rod with cap stamped "DOUCET" set,
7) N33°40'54"W, a distance of 53.50 feet to a 1/2 inch iron rod with cap stamped "DOUCET" set,
8) N36°16'52"W, a distance of 118.92 feet to a 1/2 inch iron rod with cap stamped "DOUCET" set,
9) N44°40'52"W, a distance of 119.22 feet to a 1/2 inch iron rod with cap stamped "DOUCET" set,
10) N70°42'41"W, a distance of 87.20 feet to a 1/2 inch iron rod with cap stamped "DOUCET" set,
11) N41°08'53"W, a distance of 16.50 feet to a 1/2 inch iron rod with cap stamped "DOUCET" set,
12) S68°15'34"W, a distance of 112.02 feet to a 1/2 inch iron rod with cap stamped "DOUCET" set,
13) S45°48'27"W, a distance of 110.20 feet to a 1/2 inch iron rod with cap stamped "DOUCET" set,
14) S81°12'34"W, a distance of 731.52 feet to a 1/2 inch iron rod with cap stamped "DOUCET" set,
15) N17°06'55"E, a distance of 204.53 feet to a 1/2 inch iron rod with cap stamped "DOUCET" set,
16) N12°48'50"E, a distance of 218.32 feet to a 1/2 inch iron rod with cap stamped "DOUCET" set,
17) N02°09'46"E, a distance of 262.30 feet to a 1/2 inch iron rod with cap stamped "DOUCET" set,
18) N09°04'35"W, a distance of 240.33 feet to a 1/2 inch iron rod with cap stamped "DOUCET" set, and
19) N09°41'46"W, a distance of 87.48 feet to a 1/2 inch iron rod with cap stamped "DOUCET" set on the north line of said 182.269 acre tract and on the southeast line of Lot 28 of said Fox Ridge Subdivision;

THENCE, with the common line of said 182.269 acre tract and said Lots 17 and 28 of said Fox Ridge Subdivision, the following three (3) courses and distances:

1) N44°11'15"E, a distance of 15.40 feet to a 1/2 inch iron rod with cap stamped "DOUCET" set,
2) N44°21'59"E, a distance of 454.67 feet to a 1/2 inch iron rod with cap stamped "DOUCET" set, and

(CONTINUED ON NEXT PAGE)

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3) N44°10'01"E, a distance of 340.64 feet to the **POINT OF BEGINNING** and containing 49.78 acres.

Basis of bearings is the Texas Coordinate System, South Central Zone [4204], NAD83 (2011), Epoch 2010. All distances are grid values.
Units: U.S. Survey Feet.

This survey was performed without the benefit of a title commitment. Easements or other matters of record may exist where none are shown.

I, Christopher W. Terry, Registered Professional Land Surveyor, hereby certify that this property description and accompanying plat of even date represent an actual survey performed on the ground.

07/12/2021

Christopher W. Terry — Date
Registered Professional Land Surveyor
Texas Registration No. 6649
Doucet & Associates
CTerry@DoucetEngineers.com
TBPELS Firm Registration No. 10105800

DOUCET & ASSOCIATES

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"Exhibit "------"

La Cima Phase 3B
Hays County, Texas

D&A Job No. 1722-010
July 12, 2021

METES & BOUNDS DESCRIPTION

BEING A 24.46 ACRE TRACT OUT OF THE WILLIAM SMITHSON SURVEY, ABSTRACT NUMBER 419, HAYS COUNTY, TEXAS, SAID 24.46 ACRE TRACT BEING A PORTION OF A CALLED 182.269 ACRE TRACT, DESCRIBED TO LCSM PH. 3, LLC, AS RECORDED IN DOCUMENT NUMBER 19018423 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS [O.P.R.H.C.T.], AND BEING OUT OF A CALLED 94.504 ACRE TRACT, DESCRIBED TO LCSM PH. 2, LLC, RECORDED IN DOCUMENT NUMBER 18022545 [O.P.R.H.C.T.]; SAID 24.46 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2 inch iron rod found in the northwest line of said 182.269 acre tract, same being the south corner of Lot 16 of Fox Ridge Phase 1 Subdivision, recorded in Volume 1, Page 373 of the Plat Records of Hays County, Texas [P.R.H.C.T.], and same being the east corner of Lot 17 of said Fox Ridge Subdivision;

THENCE, N44°00'01"E, with the common line of said 182.269 acre tract and said Lot 16, a distance of 338.77 feet to a 1/2 inch iron rod with cap stamped "DOUCET" set;

THENCE, leaving said common line of said 182.269 acre tract and said Lot 16, over and across said 182.269 acre tract, the following two (2) courses and distances:

1) S71°50'55"E, a distance of 1127.98 feet to a 1/2 inch iron rod with cap stamped "DOUCET" set,
2) N64°20'54"E, a distance of 679.88 feet to a 1/2 inch iron rod with cap stamped "DOUCET", set at the most northerly west corner of the La Cima Phase 2B Subdivision, a plat thereof recorded in Document Number 20048717 [O.P.R.H.C.T.],

THENCE, with the common lines of said La Cima Phase 2B Plat and said 182.269 acre tract, the following six (6) courses and distances:

1) S12°59'10"W, a distance of 199.70 feet to a 1/2 inch iron rod with cap stamped "DOUCET" set,
2) S02°51'29"W, a distance of 53.40 feet to a 1/2 inch iron rod with cap stamped "DOUCET" set and the beginning of a curve to the left,
3) With said curve to the left, defined by an arc length of 87.06 feet, a radius of 165.74 feet, a delta angle of 30°05'48", and a chord which bears S78°24'38"W, for a distance of 86.06 feet, to a 1/2 inch iron rod with cap stamped "DOUCET" set,
4) S64°20'56"W, a distance of 290.22 feet to a 1/2 inch iron rod with cap stamped "DOUCET" set,
5) S25°39'04"E, a distance of 144.93 feet to a 1/2 inch iron rod with cap stamped "DOUCET" set,
6) S56°21'32"W, a distance of 1027.16 feet to a 1/2 inch iron rod with cap stamped "DOUCET" set,

THENCE, leaving said common line of said 182.269 acre tract and La Cima Phase 2B Plat, over and across said 182.269 acre tract, the following twelve (12) courses and distances:

1) N33°34'43"W, a distance of 38.82 feet to a 1/2 inch iron rod with cap stamped "DOUCET" set,
2) N56°21'32"E, a distance of 130.92 feet to a 1/2 inch iron rod with cap stamped "DOUCET" set,
3) N38°40'28"W, a distance of 201.50 feet to a 1/2 inch iron rod with cap stamped "DOUCET" set,
4) N60°45'25"W, a distance of 153.91 feet to a 1/2 inch iron rod with cap stamped "DOUCET" set,
5) N67°42'48"W, a distance of 206.62 feet to a 1/2 inch iron rod with cap stamped "DOUCET" set,
6) N58°08'41"W, a distance of 183.74 feet to a 1/2 inch iron rod with cap stamped "DOUCET" set,
7) S44°08'08"W, a distance of 120.20 feet to a 1/2 inch iron rod with cap stamped "DOUCET" set,

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8) N45°35'02"W, a distance of 99.62 feet to a 1/2 inch iron rod with cap stamped "DOUCET" set and the beginning of a curve to the right,
9) With said curve to the left, defined by an arc length of 39.15 feet, a radius of 25.00 feet, a delta angle of 89°43'09", and a chord which bears N00°43'27"W, for a distance of 35.27 feet, to a 1/2 inch iron rod with cap stamped "DOUCET" set,
10) N45°19'26"W, a distance of 54.00 feet to a 1/2 inch iron rod with cap stamped "DOUCET" set and the beginning of a curve to the right,
11) With said curve to the right, defined by an arc length of 39.39 feet, a radius of 25.00 feet, a delta angle of 90°16'51", and a chord which bears S89°16'33"W, for a distance of 35.44 feet, to a 1/2 inch iron rod with cap stamped "DOUCET" set,
12) N45°35'02"W a distance of 222.72 feet to 1/2 inch iron rod with cap stamped "DOUCET" set in the north line of said 182.269 acre tract and the southeast line of said Lot 17,

THENCE, N44°10'01"E, with the southeast line of Lot 17, a distance of 249.70 feet to the **POINT OF BEGINNING** and containing 24.46 acres.

Basis of bearings is the Texas Coordinate System, South Central Zone [4204], NAD83 (2011), Epoch 2010. All distances are grid values.
Units: U.S. Survey Feet.

This survey was performed without the benefit of a title commitment. Easements or other matters of record may exist where none are shown.

I, Christopher W. Terry, Registered Professional Land Surveyor, hereby certify that this property description and accompanying plat of even date represent an actual survey performed on the ground.

07/12/2021

Christopher W. Terry — Date
Registered Professional Land Surveyor
Texas Registration No. 6649
Doucet & Associates
CTerry@DoucetEngineers.com
TBPELS Firm Registration No. 10105800

EXHIBIT U-6 – MAP OF PHASE 3

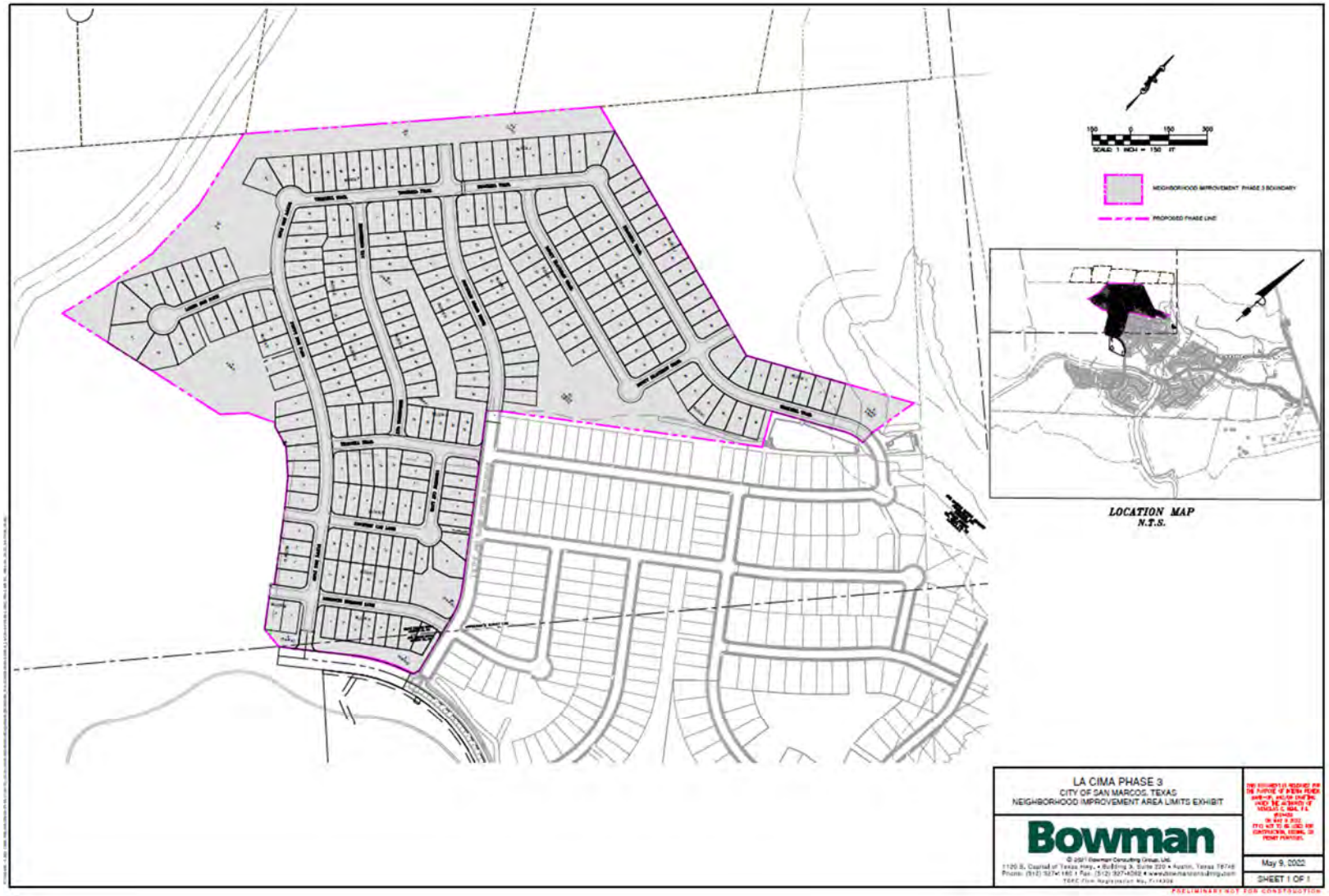

EXHIBIT U-7 – PHASE 4 LEGAL DESCRIPTION

FIELD NOTES DESCRIPTION

DESCRIPTION OF A 66.933 ACRE TRACT OF LAND BEING OUT OF THE JOHN WILLIAMS SURVEY, ABSTRACT NO. 490, IN THE CITY OF SAN MARCOS, HAYS COUNTY, TEXAS, SAID 66.933 ACRES OF LAND BEING A PORTION OF THAT CERTAIN CALLED 58.636 ACRES TRACT OF LAND DESCRIBED IN THE DEED TO LCSM PH 1-2, LLC, OF RECORD IN DOCUMENT NO. 17017222, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, AND ALSO BEING A PORTION OF THAT CERTAIN CALLED A 248.225 ACRE TRACT OF LAND DESCRIBED IN THE DEED TO LCSM PH. 4, LLC, OF RECORD IN DOCUMENT NO. 21059703, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS; SAID 66.933 ACRE TRACT OF LAND, AS SURVEYED BY BOWMAN CONSULTING GROUP, LTD. AND SHOWN ON THE ACCOMPANYING SKETCHES, BEING MORE PARTICULARLY DESCRIBED BY THE METES AND BOUNDS AS FOLLOWS;

COMMENCING at a 1/2" iron rod with cap stamped "BCG" previously set in the south line of West Centerpoint Road, a varying width right-of-way, dedicated as Block "Z", La Cima Phase 1, West Centerpoint Road Final Plat, a subdivision of record in Document No. 17036340, Official Public Records of Hays County, Texas, same being a point in the north line of that certain called 58.636 acre tract of land described in the deed to LCSM PH.1-2, LLC, of record in Document No. 17017222, Official Public Records of Hays County, Texas;

THENCE with the south line of West Centerpoint Road and the north line of the said 58.636 acre tract, South 13 Degrees 47 Minutes 53 Seconds West, a distance of 162.99 feet to a 1/2" iron rod with cap stamped "BCG" previously set for an angle point in the south line of West Centerpoint Road, same being an angle point in the north line of the said 58.636 acre tract, same being the northeast corner and **POINT OF BEGINNING** of the herein described tract;

THENCE, leaving the south line of West Centerpoint Road and crossing the said 58.636 acre tract, and with the east line of the herein described tract the following eight (8) courses and distances:

1. South 43 Degrees 14 Minutes 53 Seconds East, a distance of 82.50 feet to a 1/2-inch iron rod with a plastic cap stamped "BCG" set at an angle point,
2. South 36 Degrees 16 Minutes 25 Seconds East, a distance of 99.57 feet to a 1/2-inch iron rod with a plastic cap stamped "BCG" set at an angle point,
3. South 29 Degrees 44 Minutes 01 Seconds East, a distance of 172.57 feet to a 1/2-inch iron rod with a plastic cap stamped "BCG" set at an angle point,
4. South 24 Degrees 03 Minutes 48 Seconds East, a distance of 137.75 feet to a 1/2-inch iron rod with a plastic cap stamped "BCG" set at an angle point,
5. South 12 Degrees 02 Minutes 57 Seconds East, a distance of 320.26 feet to a 1/2-inch iron rod with a plastic cap stamped "BCG" set at an angle point,
6. South 09 Degrees 27 Minutes 36 Seconds East, a distance of 130.16 feet to a 1/2-inch iron rod with a plastic cap stamped "BCG" set at an angle point,

7. South 01 Degrees 43 Minutes 52 Seconds East, a distance of 88.35 feet to a 1/2-inch iron rod with a plastic cap stamped "BCG" set at an angle point, and

8. South 00 Degrees 55 Minutes 44 Seconds East, a distance of 241.78 feet to a 1/2-inch iron rod with a plastic cap stamped "BCG" set at an angle point in the west line of said 58.636 acre tract, same being a point in the east line of said 248.225 acre tract;

THENCE continuing with the west line of the said 58.636 acre tract, same being the east line of the said 248.225 acre tract and continuing with the east line of the herein described tract South 08 Degrees 46 Minutes 59 Seconds East, a distance of 269.69 feet to a 1/2-inch iron rod with a plastic cap stamped "BCG" previously set at the southwest corner of said 58.636 acre tract, same being the southeast corner of said 248.225 acre tract, at a point in the north line of a certain called 151 acre tract of land described in the deed to City of San Marcos, of record in Document No. 18037662, Official Public Records of Hays County, Texas, and also being the most easterly southeast corner of the herein described tract;

THENCE, South 45 Degrees 32 Minutes 23 Seconds West, passing the northwest corner of said 151 acre tract, same being the northeast corner of a certain called 51.567 acre tract of land described in the deed to City of San Marcos, of record in Document No. 17014570, Official Public Records of Hays County, Texas; and continuing a total distance of 1,134.05 feet to 1/2-inch iron rod with a plastic cap stamped "BCG" set, for a point in the south line of said 248.225 acre tract, same being a point in the north line of said 51.567 acre tract, and also being the most southerly southeast corner of the herein described tract;

THENCE, leaving the north line of the said 51.567 acre tract and crossing the said 248.225 acre tract, with the south line of the herein described tract, the following four (4) courses and distances;

1. North 44 Degrees 27 Minutes 37 Seconds West, a distance of 246.11 feet to a 1/2-inch iron rod with a plastic cap stamped "BCG" set for an angle point,

2. North 74 Degrees 07 Minutes 47 Seconds West, a distance of 179.27 feet to a 1/2-inch iron rod with a plastic cap stamped "BCG" set for an angle point,

3. North 88 Degrees 17 Minutes 51 Seconds West, a distance of 864.08 feet to a 1/2-inch iron rod with a plastic cap stamped "BCG" set for an angle point, and

4. North 32 Degrees 23 Minutes 40 Seconds West, passing at a distance of 73.73 feet a 1/2 inch iron rod with cap stamped "BCG" previously set for the southeast corner of a certain called 41.4436 acre tract of land described in the deed to LCSM PH. 4, LLC, of record in Document No. 21048162, Official Public Records of Hays County Texas, and continuing for a total distance of 143.73 feet to a 1/2-inch iron rod with a plastic cap stamped "BCG" previously set at an angle point;

THENCE continuing across the said 248.225 acre tract and with the east line of the said 41.4436 acre tract, and with the west line of the herein described tract, the following three (3) courses and distances;

1. North 57 Degrees 36 Minutes 20 Seconds East, a distance of 311.34 feet to 1/2-inch iron rod with a plastic cap stamped "BCG" previously set at a point of curvature,

2. with the arc of a curve to the left, having a radius of 565.00 feet, arc distance of 1,049.21 feet, and a chord which bears North 04 Degrees 24 Minutes 23 Seconds East, a distance of 904.82 feet to 1/2-inch iron rod with a plastic cap stamped "BCG" previously set at a point of tangency, and

3. North 48 Degrees 47 Minutes 35 Seconds West, a distance of 149.30 feet to a 1/2-inch iron rod with a plastic cap stamped "BCG" previously set at an angle point in the south line of West Centerpoint Road, same being a point of curvature in the north line of the said 248.225 acre tract, same being a point of curvature in the east line of the said 41.4436 acre tract, for the northeast corner of the herein described tract;

THENCE, with the south line of West Centerpoint Road, same being the north line of said 248.225 acre tract, and also with the north line of the herein described tract the following seven (7) courses and distances:

1. North 41 Degrees 12 Minutes 25 Seconds East, a distance of 70.00 feet to a 1/2 inch iron rod with a plastic cap stamped "BCG" previously set at a point of non-tangent curvature,

2. with an arc of a curve to the right, having a radius of 20.00 feet, an arc distance of 31.42 feet, and a chord which bears North 03 Degrees 47 Minutes 35 Seconds West, a distance of 28.28 feet to a 1/2" iron rod with cap stamped "BCG" previously set at a point of tangency,

3. North 41 Degrees 12 Minutes 25 Seconds East, a distance of 15.95 feet to a 1/2 inch iron rod with a plastic cap stamped "BCG" previously set at a point of curvature,

4. with an arc of a curve to the right, having a radius of 965.00 feet, an arc distance of 518.51 feet, and a chord which bears North 56 Degrees 36 Minutes 00 Seconds East, a distance of 512.30 feet to a 1/2" iron rod with cap stamped "BCG" previously set at a point of tangency,

5. North 71 Degrees 59 Minutes 35 Seconds East, a distance of 475.56 feet to a 1/2" iron rod with cap stamped "BCG" previously set at an angle point,

6. North 89 Degrees 29 Minutes 36 Seconds East, a distance of 142.89 feet to a 1/2" iron rod with cap stamped "BCG" previously set at an angle point, and

7. North 68 Degrees 19 Minutes 52 Seconds East, passing at a distance of 378.41 feet a 1/2 inch iron rod with cap stamped "BCG" previously set at an angle point in the south line of West Centerpoint Road, at the northeast corner of said 248.225 acre tract, same being the northwest corner of said 58.636 acre tract and continuing a total distance of 393.55 feet to a 1/2" iron rod with cap stamped "BCG" previously set at an angle point,

THENCE continuing with the south line of West Centerpoint Road, same being the north line of said 58.636 acre tract, and continuing with the north line of the herein described tract, the following two (2) courses and distances;

1. North 45 Degrees 46 Minutes 19 Seconds East, a distance of 51.78 to a 1/2" iron rod with cap stamped "BCG" previously set at an angle point, and

2. North 13 Degrees 47 Minutes 53 Seconds East, a distance of 5.02 feet to the **POINT OF BEGINNING** and containing 66.933 acres of land, more or less.

Bearing basis is Texas Plane Coordinate System, South Central Zone, NAD83, Grid.

BOWMAN WORD FILE: FN2400R2(ct)

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

That I, Jason Lee Roy Reynolds, 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 survey made on the ground in February 2022, under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, on this 24th day of February 2022 A.D.

Bowman Consulting Group, Ltd.
1120 S. Capital of Texas Hwy.
Building 3, Ste. 220
Austin, Texas 78746

Jason Lee Roy Reynolds
Texas Registered Professional
Land Surveyor #5545

EXHIBIT U-8 – MAP OF PHASE 4

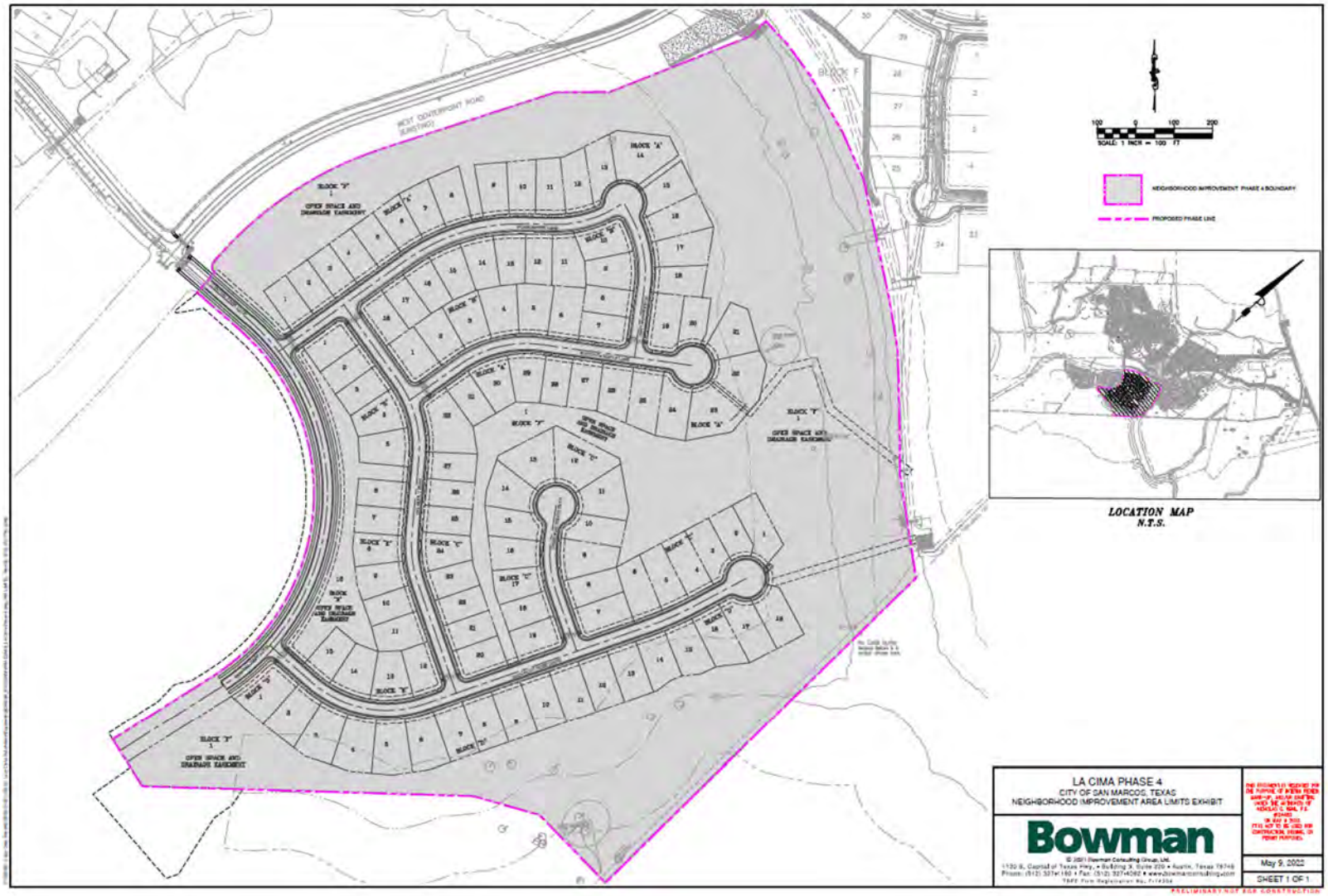

EXHIBIT U-9 – PHASE 5 LEGAL DESCRIPTION

FIELD NOTES DESCRIPTION

DESCRIPTION OF A 41.4436 ACRE (1,805,282 SQUARE FEET) TRACT OF LAND OUT OF THE JOHN WILLIAM SURVEY, ABSTRACT No. 490 IN HAYS COUNTY, TEXAS, BEING A PORTION OF THE REMAINDER OF A 649.592 ACRE TRACT OF LAND (BY DEED) DEEDED TO LAZY OAKS RANCH, LP, AS RECORDED IN VOLUME 4877, PAGE 632 OF OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS (O.P.R.H.C.T.), SAID 41.4436 ACRE TRACT OF LAND, AS SURVEYED BY BOWMAN CONSULTING GROUP, LTD., BEING MORE PARTICULARLY BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2 inch iron rod with cap stamped "BCG" found for the most southerly northwest corner of La Cima Phase 4, a proposed subdivision in the City of San Marcos, Hays County, Texas and for the most southerly northwest corner of proposed West Centerpoint Road (variable width right-of-way), as shown on said proposed La Cima Phase 4 plat, said 1/2 inch iron rod with cap stamped "BCG" also being the most easterly northeast corner of said 41.4436 acre tract of land herein described;

THENCE, with the west line of said proposed La Cima Phase 4, the following four (4) courses, numbered 1 through 4:

1. South 48 degrees 47 minutes 35 seconds East, a distance of 149.30 feet to a 1/2 inch iron rod with cap stamped "BCG" set for corner;

2. With a tangent curve to the right, with a radius of 565.00 feet, with an arc length of 1,039.92 feet, a delta angle of 105 degrees 27 minutes 24 seconds, with a chord bearing of South 03 degrees 56 minutes 07 seconds West, a chord length of 899.23 feet to a 1/2 inch iron rod with cap stamped "BCG" set for corner;

3. South 57 degrees 35 minutes 31 seconds West, a distance of 320.63 feet to a 1/2 inch iron rod with cap stamped "BCG" set for corner;

4. South 32 degrees 23 minutes 40 seconds East, a distance of 70.00 feet to a 1/2 inch iron rod with cap stamped "BCG" set for corner;

THENCE, crossing through the remainder of said 649.562 acre tract of land, the following twenty nine (29) courses, numbered 1 through 29:

1. With a non-tangent curve to the left, with a radius of 665.00 feet, with an arc length of 292.64 feet, a delta angle of 25 degrees 12 minutes 49 seconds, with a chord bearing of South 44 degrees 59 minutes 56 seconds West, a chord length of 290.28 feet, to a 1/2 inch iron rod with cap stamped "BCG" set for corner;

2. South 32 degrees 23 minutes 32 seconds West, a distance of 225.69 feet to a 1/2 inch iron rod with cap stamped "BCG" set for corner;

3. With a tangent curve to the right, with a radius of 435.00 feet, with an arc length of 577.47 feet, a delta angle of 76 degrees 03 minutes 41 seconds, with a chord bearing of South 70 degrees 25 minutes 22 seconds West, a chord length of 535.99 feet, to a 1/2 inch iron rod with cap stamped "BCG" set for corner;

4. North 71 degrees 32 minutes 48 seconds West, a distance of 174.79 feet to a 1/2 inch iron rod with cap stamped "BCG" set for corner;

5. With a tangent curve to the left, with a radius of 465.00 feet, with an arc length of 120.92 feet, a delta angle of 14 degrees 54 minutes 00 seconds, with a chord bearing of North 78 degrees 59 minutes 48 seconds West, a chord length of 120.58 feet, to a 1/2 inch iron rod with cap stamped "BCG" set for corner;

6. With a compound curve to the left, with a radius of 465.00 feet, with an arc length of 20.60 feet, a delta angle of 02 degrees 32 minutes 18 seconds, with a chord bearing of North 87 degrees 42 minutes 56 seconds West, a chord length of 20.60 feet, to a 1/2 inch iron rod with cap stamped "BCG" set for corner;

7. North 88 degrees 59 minutes 05 seconds West, a distance of 100.80 feet to a 1/2 inch iron rod with cap stamped "BCG" set for corner;

8. With a tangent curve to the right, with a radius of 510.00 feet, with an arc length of 524.11 feet, a delta angle of 58 degrees 52 minutes 51 seconds, with a chord bearing of North 59 degrees 32 minutes 40 seconds West, a chord length of 501.35 feet, to a 1/2 inch iron rod with cap stamped "BCG" set for corner;

9. North 30 degrees 06 minutes 14 seconds West, a distance of 33.14 feet to a 1/2 inch iron rod with cap stamped "BCG" set for corner;

10. With a tangent curve to the left, with a radius of 12.00 feet, with an arc length of 19.47 feet, a delta angle of 92 degrees 57 minutes 07 seconds, with a chord bearing of North 76 degrees 34 minutes 48 seconds West, a chord length of 17.40 feet, to a 1/2 inch iron rod with cap stamped "BCG" set for corner;

11. North 30 degrees 10 minutes 23 seconds West, a distance of 88.70 feet to a 1/2 inch iron rod with cap stamped "BCG" set for corner;

12. With a non-tangent curve to the right, with a radius of 1,067.75 feet, with an arc length of 113.70 feet, a delta angle of 06 degrees 06 minutes 04 seconds, with a chord bearing of North 54 degrees 46 minutes 40 seconds East, a chord length of 113.65 feet, to a 1/2 inch iron rod with cap stamped "BCG" set for corner;

13. With a compound curve to the right, with a radius of 20.00 feet, with an arc length of 32.13 feet, a delta angle of 92 degrees 03 minutes 32 seconds, with a chord bearing of South 76 degrees 08 minutes 00 seconds East, a chord length of 28.79 feet, to a 1/2 inch iron rod with cap stamped "BCG" set for corner;

14. North 61 degrees 23 minutes 04 seconds East, a distance of 70.02 feet to a 1/2 inch iron rod with cap stamped "BCG" set for corner;

15. With a non-tangent curve to the right, with a radius of 20.00 feet, with an arc length of 32.72 feet, a delta angle of 93 degrees 44 minutes 33 seconds, with a chord bearing of North 16 degrees 46 minutes 02 seconds East, a chord length of 29.19 feet, to a 1/2 inch iron rod with cap stamped "BCG" set for corner;

16. North 63 degrees 38 minutes 19 seconds East, a distance of 369.98 feet to a 1/2 inch iron rod with cap stamped "BCG" set for corner;

17. With a tangent curve to the left, with a radius of 956.35 feet, with an arc length of 112.74 feet, a delta angle of 06 degrees 45 minutes 15 seconds, with a chord bearing of North 60 degrees 15 minutes 41 seconds East, a chord length of 112.67 feet, to a 1/2 inch iron rod with cap stamped "BCG" set for corner;

18. North 56 degrees 53 minutes 03 seconds East, a distance of 70.15 feet to a 1/2 inch iron rod with cap stamped "BCG" set for corner;

19. North 59 degrees 49 minutes 45 seconds East, a distance of 382.92 feet to a 1/2 inch iron rod with cap stamped "BCG" set for corner;

20. With a tangent curve to the right, with a radius of 205.00 feet, with an arc length of 95.95 feet, a delta angle of 26 degrees 49 minutes 01 seconds, with a chord bearing of North 73 degrees 14 minutes 16 seconds East, a chord length of 95.08 feet, to a 1/2 inch iron rod with cap stamped "BCG" set for corner;

21. North 86 degrees 38 minutes 46 seconds East, a distance of 71.54 feet to a 1/2 inch iron rod with cap stamped "BCG" set for corner;

22. North 60 degrees 28 minutes 54 seconds East, a distance of 82.10 feet to a 1/2 inch iron rod with cap stamped "BCG" set for corner;

23. North 27 degrees 27 minutes 35 seconds East, a distance of 105.26 feet to a 1/2 inch iron rod with cap stamped "BCG" set for corner;

24. With a tangent curve to the right, with a radius of 65.00 feet, with an arc length of 30.90 feet, a delta angle of 27 degrees 14 minutes 08 seconds, with a chord bearing of North 41 degrees 04 minutes 39 seconds East, a chord length of 30.61 feet, to a 1/2 inch iron rod with cap stamped "BCG" set for corner;

25. North 54 degrees 41 minutes 43 seconds East, a distance of 37.66 feet to a 1/2 inch iron rod with cap stamped "BCG" set for corner;

26. North 48 degrees 22 minutes 52 seconds East, a distance of 214.92 feet to a 1/2 inch iron rod with cap stamped "BCG" set for corner;

27. North 44 degrees 31 minutes 11 seconds East, a distance of 258.22 feet to a 1/2 inch iron rod with cap stamped "BCG" set for corner;

28. North 41 degrees 12 minutes 25 seconds East, a distance of 328.69 feet to a 1/2 inch iron rod with cap stamped "BCG" set for corner;

29. With a tangent curve to the right, with a radius of 20.00 feet, with an arc length of 31.42 feet, a delta angle of 90 degrees 00 minutes 00 seconds, with a chord bearing of North 86 degrees 12 minutes 25 seconds East, a chord length of 28.28 feet, to the **POINT OF BEGINNING**, containing **41.4436 acres** or **1,805,282 square feet of land**, more or less.

EXHIBIT U-10 – MAP OF PHASE 5

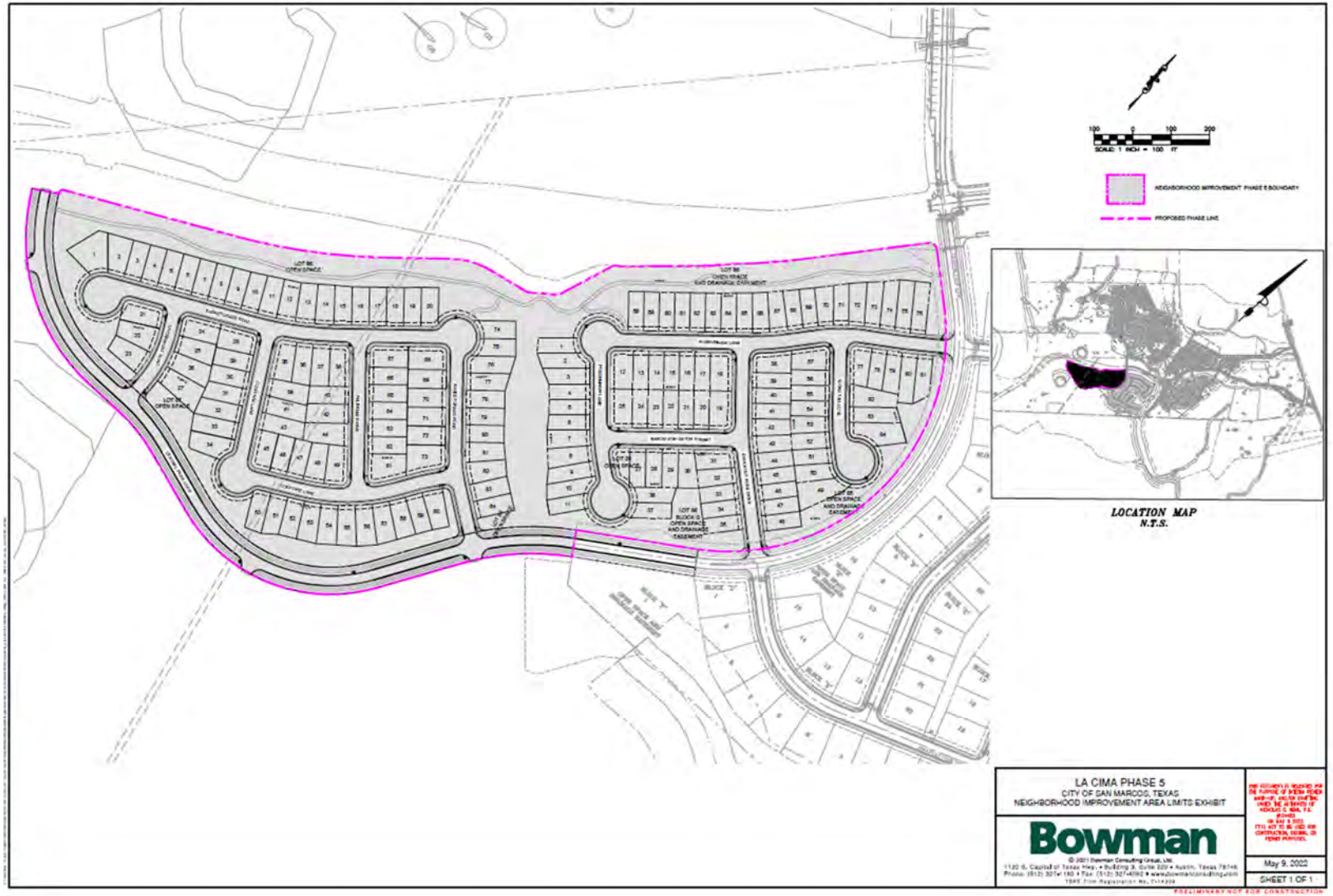

EXHIBIT U-11 – PHASE 7W LEGAL DESCRIPTION

FIELD NOTES DESCRIPTION

DESCRIPTION OF 320.964 ACRES OF LAND IN, THE WILLIAM BURKE SURVEY, ABSTRACT NO. 68 AND THE WILLIAM SMITHSON SURVEY, ABSTRACT NO. 419, HAYS COUNTY, TEXAS; BEING A PORTION OF THAT CERTAIN CALLED 321 ACRES DESCRIBED IN THE DEED TO LAZY OAKS RANCH, LP OF RECORD IN VOLUME 3772, PAGE 231, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS; SAID 320.964 ACRES OF LAND AS SURVEYED BY BOWMAN CONSULTING GROUP, LTD. AND SHOWN ON PLAN NO. 3602.01, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2-inch iron rod with a plastic cap stamped "BCG" previously set in a southerly line of the said 321 acre tract and a northerly line of a called 537.30 acre tract described in Deed to LCSM West LP, of record in Document 20031138, subject to a boundary line agreement recorded in Vol. 124, Page 496, Official Public Records of Hays County, Texas, from which a 20" cedar tree found bears N 16°11'45" E, a distance of 16.19 feet from the **POINT OF BEGINNING** of the tract described herein;

THENCE with the north line of said 537.30 acre tract, the south line of the said 321 acre tract , with said boundary line agreement and being the south line of the herein described property, the following twenty-six (26) courses and distances:

1. S 42°44'24" W, a distance of 371.35 feet to a 3-inch cedar fence corner post found for an angle point,
2. S 43°42'44" W, a distance of 494.18 feet to a 4-inch cedar post found for an angle point;
3. S 48°26'43" W, a distance of 69.01 feet to a multi-stem (20-inch, 6.5-inch) live oak tree found for an angle point,
4. S 85°42'20" W, a distance of 50.43 feet to a 17.5-inch live oak tree found for an angle point,
5. S 58°23'07" W, a distance of 191.56 feet to an 18-inch live oak tree found for an angle point,
6. S 69°45'06" W, a distance of 135.88 feet to 28.5-inch live oak tree found for an angle point,
7. S 29°44'24" W, a distance of 43.94 feet to a fallen, dead oak tree found for an angle point,
8. S 15°37'38" W, a distance of 179.41 feet to a 5-inch cedar post found for an angle point,
9. S 16°48'45" W, a distance of 155.23 feet to a 6-inch cedar post tree found for an angle point,
10. S 42°58'51" W, a distance of 514.14 feet to a 5-inch cedar post tree found for an angle point,
11. S 42°14'49" W, a distance of 179.51 feet to a 23.5" live oak tree found for an angle point,
12. S 44°45'36" W, a distance of 181.12 feet to a 5-inch cedar post tree found for an angle point,
13. S 78°15'12" W, a distance of 248.69 feet to a 6-inch cedar post found for an angle point,
14. S 67°10'44" W, a distance of 36.69 feet to a 22-inch live oak tree found for an angle point,
15. S 41°23'55" W, a distance of 167.03 feet to a fence corner found for an angle point,
16. S 15°20'53" W, a distance of 190.01 feet to a 13-inch cedar elm tree found for an angle point,
17. S 29°55'03" W, a distance of 170.32 feet to a 15-inch tree found for an angle point,

FIELD NOTES DESCRIPTION

DESCRIPTION OF 320.964 ACRES OF LAND IN, THE WILLIAM BURKE SURVEY, ABSTRACT NO. 68 AND THE WILLIAM SMITHSON SURVEY, ABSTRACT NO. 419, HAYS COUNTY, TEXAS; BEING A PORTION OF THAT CERTAIN CALLED 321 ACRES DESCRIBED IN THE DEED TO LAZY OAKS RANCH, LP OF RECORD IN VOLUME 3772, PAGE 231, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS; SAID 320.964 ACRES OF LAND AS SURVEYED BY BOWMAN CONSULTING GROUP, LTD. AND SHOWN ON PLAN NO. 3602.01, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2-inch iron rod with a plastic cap stamped "BCG" previously set in a southerly line of the said 321 acre tract and a northerly line of a called 537.30 acre tract described in Deed to LCSM West LP, of record in Document 20031138, subject to a boundary line agreement recorded in Vol. 124, Page 496, Official Public Records of Hays County, Texas, from which a 20" cedar tree found bears N 16°11'45" E, a distance of 16.19 feet from the **POINT OF BEGINNING** of the tract described herein;

THENCE with the north line of said 537.30 acre tract, the south line of the said 321 acre tract , with said boundary line agreement and being the south line of the herein described property, the following twenty-six (26) courses and distances:

1. S 42°44'24" W, a distance of 371.35 feet to a 3-inch cedar fence corner post found for an angle point,
2. S 43°42'44" W, a distance of 494.18 feet to a 4-inch cedar post found for an angle point;
3. S 48°26'43" W, a distance of 69.01 feet to a multi-stem (20-inch, 6.5-inch) live oak tree found for an angle point,
4. S 85°42'20" W, a distance of 50.43 feet to a 17.5-inch live oak tree found for an angle point,
5. S 58°23'07" W, a distance of 191.56 feet to an 18-inch live oak tree found for an angle point,
6. S 69°45'06" W, a distance of 135.88 feet to 28.5-inch live oak tree found for an angle point,
7. S 29°44'24" W, a distance of 43.94 feet to a fallen, dead oak tree found for an angle point,
8. S 15°37'38" W, a distance of 179.41 feet to a 5-inch cedar post found for an angle point,
9. S 16°48'45" W, a distance of 155.23 feet to a 6-inch cedar post tree found for an angle point,
10. S 42°58'51" W, a distance of 514.14 feet to a 5-inch cedar post tree found for an angle point,
11. S 42°14'49" W, a distance of 179.51 feet to a 23.5" live oak tree found for an angle point,
12. S 44°45'36" W, a distance of 181.12 feet to a 5-inch cedar post tree found for an angle point,
13. S 78°15'12" W, a distance of 248.69 feet to a 6-inch cedar post found for an angle point,
14. S 67°10'44" W, a distance of 36.69 feet to a 22-inch live oak tree found for an angle point,
15. S 41°23'55" W, a distance of 167.03 feet to a fence corner found for an angle point,
16. S 15°20'53" W, a distance of 190.01 feet to a 13-inch cedar elm tree found for an angle point,
17. S 29°55'03" W, a distance of 170.32 feet to a 15-inch tree found for an angle point,

18. S 41°34'53" W, a distance of 90.25 feet to a 16.5-inch cedar tree found for an angle point,

19. S 51°33'27" W, a distance of 40.44 feet to a 14-inch cedar tree found for an angle point,

20. S 54°58'35" W, a distance of 201.92 feet to a 6-inch cedar post found for an angle point,

21. S 52°58'32" W, a distance of 226.94 feet to a 15.5-inch cedar tree found for an angle point,

22. S 51°21'36" W, a distance of 478.17 feet to a 6-inch cedar post found for an angle point,

23. S 49°18'19" W, a distance of 259.36 feet to a 8-inch cedar post found for an angle point,

24. S 48°23'08" W, a distance of 242.13 feet to a 38-inch live oak tree found for an angle point,

25. S 45°28'14" W, a distance of 229.75 feet to a 4-inch cedar post tree found for an angle point, and

26. S 44°23'23" W, a distance of 216.48 feet to a 1/2-inch iron rod found at the southwest corner of said 537.30 acre tract, being an angle point in the southeast line of said 321 acre tract and the north corner of a called 100 acre tract described in the deed to LCSM West LP of record in Document 20031182, Official Public Records of Hays County, Texas, for an angle point in the southeast line of the tract described herein;

THENCE S 44°10'20" W, leaving said boundary line agreement and with the northwest line of the said 100 acre tract and the southeast line of the said 321 acre tract, a distance of 703.47 feet to a 1/2-inch iron rod with a plastic cap marked "BYRN" found at the southeast corner of that called 390.52 acre tract described in the deed to LCSM West LP of record in Document 18007483, Official Public Records of Hays County, Texas, at the southwest corner of the said 321 acre tract, for the southwest corner of the tract described herein;

THENCE N 55°21'01" W, leaving the northwest line of said 100.0 acre tract, with the northeast line of said 390.42 acre tract and with the southwest line of the said 321 acre tract, with the southwest line of the herein described tract, a distance of 2333.06 feet to a 1/2-inch iron rod with plastic cap stamped "BCG" previously set for the most westerly northwest corner of the tract described herein;

THENCE leaving the northeast line of said 390.52 acre tract, crossing the said 321 acre tract, with a northwest and a southwest line of the tract described herein, the following two (2) courses and distances:

1. N 44°32'35" E, a distance of 2927.87 feet to a 1/2-inch iron rod with plastic cap stamped "BCG" previously set for a re-entrant corner, and

2. N 44°15'28" W, a distance of 904.23 feet a to a 1/2-inch iron rod with plastic cap stamped "BCG" previously set for the northerly northwest corner of the tract described herein;

THENCE continuing across the said 1388.17 acre tract, with a northwest line of the tract described herein, the following twenty-three (23) courses and distances:

1. N 35°14'56" E, a distance of 527.92 feet to a 1/2-inch iron rod with plastic cap stamped "BCG" previously set for an angle point,

2. N 47°34'44" E, a distance of 112.73 feet to a 1/2-inch iron rod with plastic cap stamped "BCG" previously set for an angle point,

3. N 50°57'50" E, a distance of 102.60 feet to a 1/2-inch iron rod with plastic cap stamped "BCG" previously set for an angle point,

4. N 78°04'49" E, a distance of 85.12 feet to a 1/2-inch iron rod with plastic cap stamped "BCG" previously set for an angle point,

5. S 85°01'43" E, a distance of 96.90 feet to a 1/2-inch iron rod with plastic cap stamped "BCG" previously set for an angle point,

6. N 51°19'12" E, a distance of 28.38 feet to a 1/2-inch iron rod with plastic cap stamped "BCG" previously set for an angle point,

7. S 63°32'56" E, a distance of 73.72 feet to a 1/2-inch iron rod with plastic cap stamped "BCG" previously set for an angle point,

8. S 71°02'40" E, a distance of 284.37 feet to a 1/2-inch iron rod with plastic cap stamped "BCG" previously set for an angle point,

9. S 77°17'56" E, a distance of 490.99 feet to a 1/2-inch iron rod with plastic cap stamped "BCG" previously set for an angle point,

10. N 67°45'17" E, a distance of 103.40 feet to a 1/2-inch iron rod with plastic cap stamped "BCG" previously set for an angle point,

11. N 49°35'40" E, a distance of 76.92 feet to a 1/2-inch iron rod with plastic cap stamped "BCG" previously set for an angle point,

12. N 32°12'49" E, a distance of 193.35 feet to a 1/2-inch iron rod with plastic cap stamped "BCG" previously set for an angle point,

13. N 66°23'46" E, a distance of 300.51 feet to a 1/2-inch iron rod with plastic cap stamped "BCG" previously set for an angle point,

14. S 89°54'40" E, a distance of 414.61 feet to a 1/2-inch iron rod with plastic cap stamped "BCG" previously set for an angle point,

15. S 54°16'57" E, a distance of 240.25 feet to a 1/2-inch iron rod with plastic cap stamped "BCG" previously set for an angle point,

16. S 41°50'12" E, a distance of 293.15 feet to a 1/2-inch iron rod with plastic cap stamped "BCG" previously set for an angle point,

17. S 41°43'20" E, a distance of 279.34 feet to a 1/2-inch iron rod with plastic cap stamped "BCG" previously set for an angle point,

18. N 50°54'28" E, a distance of 175.88 feet to a 1/2-inch iron rod with plastic cap stamped "BCG" previously set for a point of curvature,

19. along a curve to the right, having a radius of 537.00 feet, an arc distance of 71.80 feet, and a chord which bears N 54°44'19" E, a distance of 71.75 feet to a 1/2-inch iron rod with plastic cap stamped "BCG" previously set for a point of tangency,

20. N 58°34'09" E, a distance of 465.88 feet to a 1/2-inch iron rod with plastic cap stamped "BCG" set for an angle point,

21. S 72°30'31" E, a distance of 933.45 feet to a 1/2-inch iron rod with plastic cap stamped "BCG" set for an angle point,

22. S 47°13'47" E, a distance of 304.95 feet to the **POINT OF BEGINNING** and containing 320.964 acres of land, more or less.

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

BOWMAN WORD FILE: FN2710(JBR)

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

I, JAMES BRADLEY RICHARDS, REGISTERED PROFESSIONAL LAND SURVEYOR RPLS NO. 6875 IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT WAS PREPARED FROM AN ACTUAL ON-THE-GROUND SURVEY MADE UNDER THE DIRECTION AND SUPERVISION OF JOHN D. BARNARD, A REGISTERED PROFESSIONAL LAND SURVEYOR, RPLS NO. 5749, AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, on this 27th day of January 2022 A.D.

Bowman Consulting Group, Ltd.
Austin, Texas 78746

James Bradley Richards
Registered Professional Land Surveyor
No. 6875 – State of Texas

EXHIBIT U-12 – MAP OF PHASE 7W

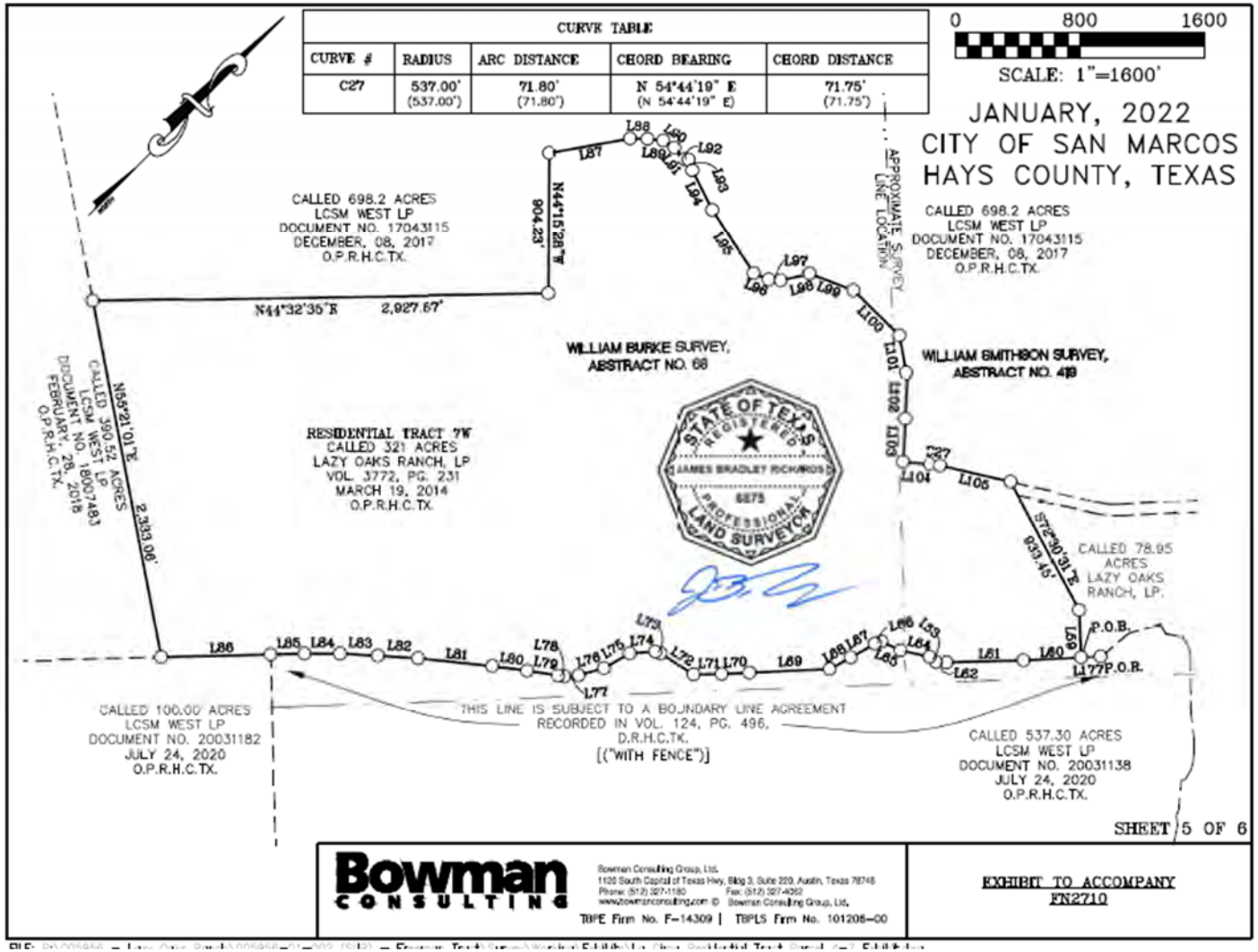

EXHIBIT V – NEIGHBORHOOD IMPROVEMENT AREA #2 MAP

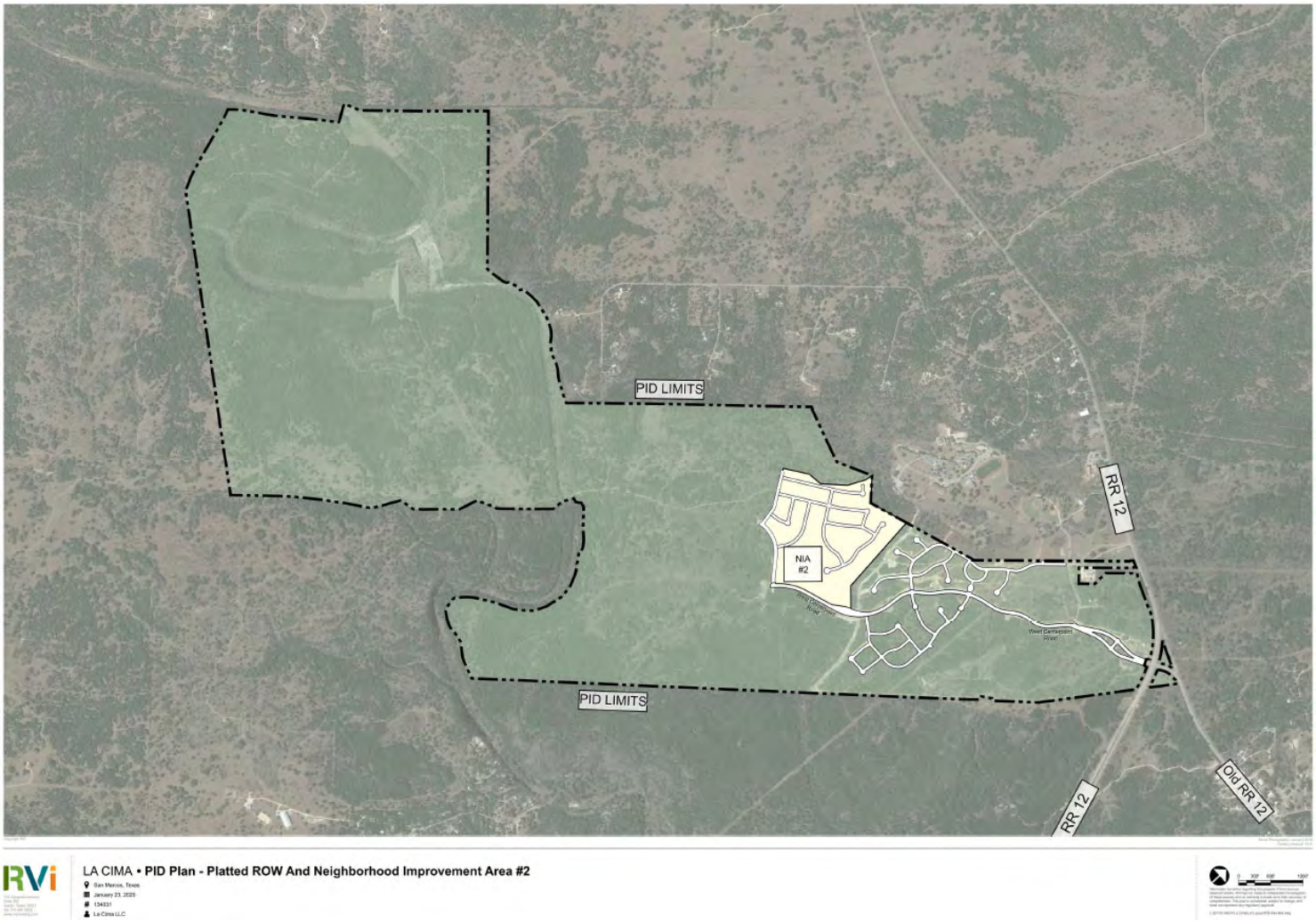

EXHIBIT W – NEIGHBORHOOD IMPROVEMENT AREA #2 LEGAL DESCRIPTION

94.504 Acres
John Williams Survey, A-490 and others
Hays County, Texas

Job No. 5956-01-105
FN2145(km)
Page 1 of 4

FIELD NOTES DESCRIPTION

DESCRIPTION OF 94.504 ACRES OF LAND IN THE JOHN WILLIAMS SURVEY, ABSTRACT NO. 490, THE WILLIAM SMITHSON SURVEY, ABSTRACT NO. 419 AND THE PATRICK MCGREAL SURVEY NO. 1, ABSTRACT NO. 308, HAYS COUNTY, TEXAS; BEING A PORTION OF A CERTAIN CALLED 649.592 ACRE TRACT DESCRIBED IN THE CORRECTION SPECIAL WARRANTY DEED WITH VENDOR'S LIEN TO LAZY OAKS RANCH, LP OF RECORD IN VOLUME 4877, PAGE 632, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, A PORTION OF A CERTAIN CALLED 1388.17 ACRE TRACT DESCRIBED IN THE SPECIAL WARRANTY DEED WITH VENDOR'S LIEN TO LAZY OAKS RANCH, LP OF RECORD IN VOLUME 3772, PAGE 231, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, AND A PORTION OF A CERTAIN CALLED 23.823 ACRE TRACT DESCRIBED IN THE GENERAL WARRANTY DEED TO LAZY OAKS RANCH, LP OF RECORD IN VOLUME 5038, PAGE 698, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS; SAID 94.504 ACRES OF LAND AS SURVEYED BY BOWMAN CONSULTING GROUP, LTD., BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2-inch iron rod with a plastic cap stamped "BCG" previously set in the northwest right-of-way line of West Centerpoint Road, a variable width right-of-way shown on the subdivision plat, La Cima Phase 1, West Centerpoint Road, recorded in Document No. 17036340, Official Public Records of Hays County, Texas, same being the south corner of that certain called 67.926 acres of land described in the General Warranty Deed to LCSM Ph.1-1, LLC of record in Instrument No. 17017221, Official Public Records of Hays County, for the southeast corner and **POINT OF BEGINNING** of the tract described herein;

THENCE crossing the said 649.592 acre tract, with the northwest right-of-way line of said West Centerpoint Road, with the southeast line of the tract described herein, the following seven (7) courses and distances:

1. with the arc of a curve to the right, having a radius of 802.36 feet, an arc distance of 32.66 feet, and a chord which bears S 67°49'55" W, a distance of 32.66 feet to a 1/2-inch iron rod with a plastic cap stamped "BCG" previously set for a point of tangency,

2. S 59°51'13" W, a distance of 89.09 feet to a 1/2-inch iron rod with a plastic cap stamped "BCG" previously set for an angle point,

3. S 50°47'23" W, a distance of 249.81 feet to a 1/2-inch iron rod with a plastic cap stamped "BCG" previously set for an angle point,

4. S 71°59'35" W, a distance of 536.37 feet to a 1/2-inch iron rod with a plastic cap stamped "BCG" previously set for a point of curvature,

5. with the arc of a curve to the left, having a radius of 1065.00 feet, an arc distance of 572.24 feet, and a chord which bears S 56°36'00" W, a distance of 565.38 feet to a 1/2-inch iron rod with a plastic cap stamped "BCG" previously set for a point of tangency,

6. S 41°12'25" W, a distance of 16.43 feet to a 1/2-inch iron rod with a plastic cap stamped "BCG" previously set for a point of curvature, and

7. with the arc of a curve to the right, having a radius of 20.00 feet, an arc distance of 30.94 feet, and a chord which bears S 87°04'22" W, a distance of 27.95 feet to a 1/2-inch iron rod with a plastic cap stamped "BCG" previously set for a point-of-tangency at the intersecting northwest right-of-way line of said West Centerpoint Road and the northeast right-of-way line of Central Park Loop, a 70 foot right-of-way shown on said plat of La Cima Phase 1, West Centerpoint Road;

THENCE continuing across the said 649.592 acre tract, crossing the said 1388.17 acre tract, with the northeast right-of-way line of said Central Park Loop, with the southeast line of the tract described herein, the following six (6) courses and distances:

1. N 51°05'00" W, a distance of 24.52 feet to a 1/2-inch iron rod with a plastic cap stamped "BCG" previously set for a point-of-curvature,

2. with the arc of a curve to the right, having a radius of 815.00 feet, an arc distance of 123.50 feet, and a chord which bears N 44°27'06" W, a distance of 123.39 feet to a 1/2-inch iron rod with a plastic cap stamped "BCG" previously set for a point of tangency,

3. N 40°06'37" W, a distance of 339.11 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 left, having a radius of 685.00 feet, an arc distance of 665.88 feet, and a chord which bears N 67°57'31" W, a distance of 639.97 feet to a 1/2-inch iron rod with a plastic cap stamped "BCG" previously set for a point of reverse curvature,

5. with the arc of a curve to the right, having a radius of 20.00 feet, an arc distance of 29.67 feet, and a chord which bears N 53°18'05" W, a distance of 27.03 feet to a 1/2-inch iron rod with a plastic cap stamped "BCG" previously set for an angle point, and

6. S 80°00'46" W, a distance of 34.98 feet to a 1/2-inch iron rod with a plastic cap stamped "BCG" set for the southwest corner of the tract described herein,

THENCE continuing across the said 1388.17 acre tract, leaving the said Central Park Loop right-of-way line, with the west line of the tract described herein, the following eight (8) courses and distances:

1. N 10°46'04" W, a distance of 302.46 feet to a 1/2-inch iron rod with a plastic cap stamped "BCG" set for a point of curvature,

2. with the arc of a curve to the left, having a radius of 300.00 feet, an arc distance of 86.62 feet, and a chord which bears N 25°55'37" W, a distance of 86.32 feet to a 1/2-inch iron rod with a plastic cap stamped "BCG" set for a point of tangency,

3. N 33°46'42" W, a distance of 696.39 feet to a 1/2-inch iron rod with a plastic cap stamped "BCG" set for the most westerly northwest corner of the tract described herein,

4. N 55°30'45" E, a distance of 496.99 feet to a 1/2-inch iron rod with a plastic cap stamped "BCG" set for an angle point,

5. N 83°33'43" E, a distance of 276.48 feet to a 1/2-inch iron rod with a plastic cap stamped "BCG" set for an angle point,

6. N 46°11'39" E, a distance of 505.66 feet to a 1/2-inch iron rod with a plastic cap stamped "BCG" set for an angle point,

7. N 26°34'53" E, a distance of 357.89 feet to a 1/2-inch iron rod with a plastic cap stamped "BCG" set for an angle point, and

8. N 07°09'09" E, a distance of 137.24 feet to a 1/2-inch iron rod with a plastic cap stamped "BCG" set in the south line of that certain called 23.823 acre tract of land described in the deed to San Marcos Baptist Academy Foundation of record in Volume 5038, Page 689, Official Public 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" previously set for the south corner of the said 23.823 acre tract bears S 64°20'56" W, a distance of 700.03 feet;

THENCE N 64°20'56" E, with the south line of the said 23.823 acre San Marcos Baptist Academy Foundation tract, with the north line of the tract described herein, a distance of 6.11 feet to a 1/2-inch iron rod with a plastic cap stamped "BCG" previously set in the southwest line of that certain called 48.29 acre tract of land designated as Tract 1 and described in the Special Warranty Deed to San Marcos Baptist Academy Foundation of record in Volume 3013, Page 92, Official Public Records of Hays County, Texas, for an angle point in the north line of the of the tract described herein;

THENCE S 43°46'38" E, with a north line of the said 1388.17 acre tract, with the southwest line of the said 48.29 acre tract, continuing with the north line of the tract described herein, a distance of 512.11 feet to a 1/2-inch iron rod with a plastic cap stamped "BCG" previously set for the south corner of that said 48.29 acre tract, same being the most westerly corner of that certain called 23.823 acre tract of land described in the General Warranty Deed to Lazy Oaks Ranch, LP of record in Volume 5038, Page 698, Official Public Records of Hays County, Texas, for an angle point in the north line of the tract described herein;

THENCE N 71°48'34" E, with a northwest line of the said 23.823 acre Lazy Oaks Ranch, LP tract, with the southeast line of the said 48.29 acre tract, continuing with the north line of the tract described herein, a distance of 765.83 feet to a 1/2-inch iron rod with a plastic cap stamped "BCG" previously set for the northwest corner of the said 67.926 acre tract, for the northeast corner of the tract described herein;

THENCE S 05°22'06" E, with the west line of the said 67.926 acre tract, with the east line of the tract described herein, a distance of 980.77 feet to a 1/2-inch iron rod with a plastic cap stamped "BCG" previously set in the northwest line of that certain called 0.32 acre tract designated as Tract 2 and described in the Special Warranty Deed to San Marcos Baptist Academy Foundation of record in Volume 3013, Page 92, Official Public Records of Hays County, Texas, for a southeast corner of the tract described herein;

THENCE with the northwest, west and southeast lines of the said 0.32 acre tract, continuing with the east line of the tract described herein, the following three (3) courses and distances:

1. S 71°00'11" W, a distance of 89.66 feet to a 1/2-inch iron rod with a plastic cap stamped "BYRN SURVEY" found at the west corner of the said 0.32 acre tract, for a re-entrant corner of the tract described herein,

2. S 43°46'43" E, a distance of 119.83 feet to a calculated point in the northwest line of the said 649.592 acre tract, for the south corner of the said 0.32 acre tract, for a re-entrant corner of the tract described herein, from which a 1/2-inch iron rod with a plastic cap stamped "BYRN SURVEY" found for reference bears N 42°33'49" W, a distance of 1.36 feet, and

3. N 43°23'41" E, a distance of 16.86 feet to a 1/2-inch iron rod with a plastic cap stamped "BCG" previously set for an angle point,

THENCE leaving the southeast line of the said 0.32 acre tract, crossing the said 649.592 acre tract, with the west line of the said 67.926 acre tract, continuing with the east line of the tract described herein, the following two (2) courses and distances:

1. S 05°22'06" E, a distance of 487.16 feet to a 1/2-inch iron rod with a plastic cap stamped "BCG" previously set for an angle point, and

2. S 47°44'52" E, a distance of 426.15 feet to the **POINT OF BEGINNING** and containing 94.504 acres of land, more or less.

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

BOWMAN WORD FILE: FN2145(km)

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 December 2013 through June 2018, under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, on this 18th day of June 2018 A.D.

Bowman Consulting Group, Ltd.
Austin, Texas 78746

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

EXHIBIT X – NEIGHBORHOOD IMPROVEMENT AREA #3 MAP

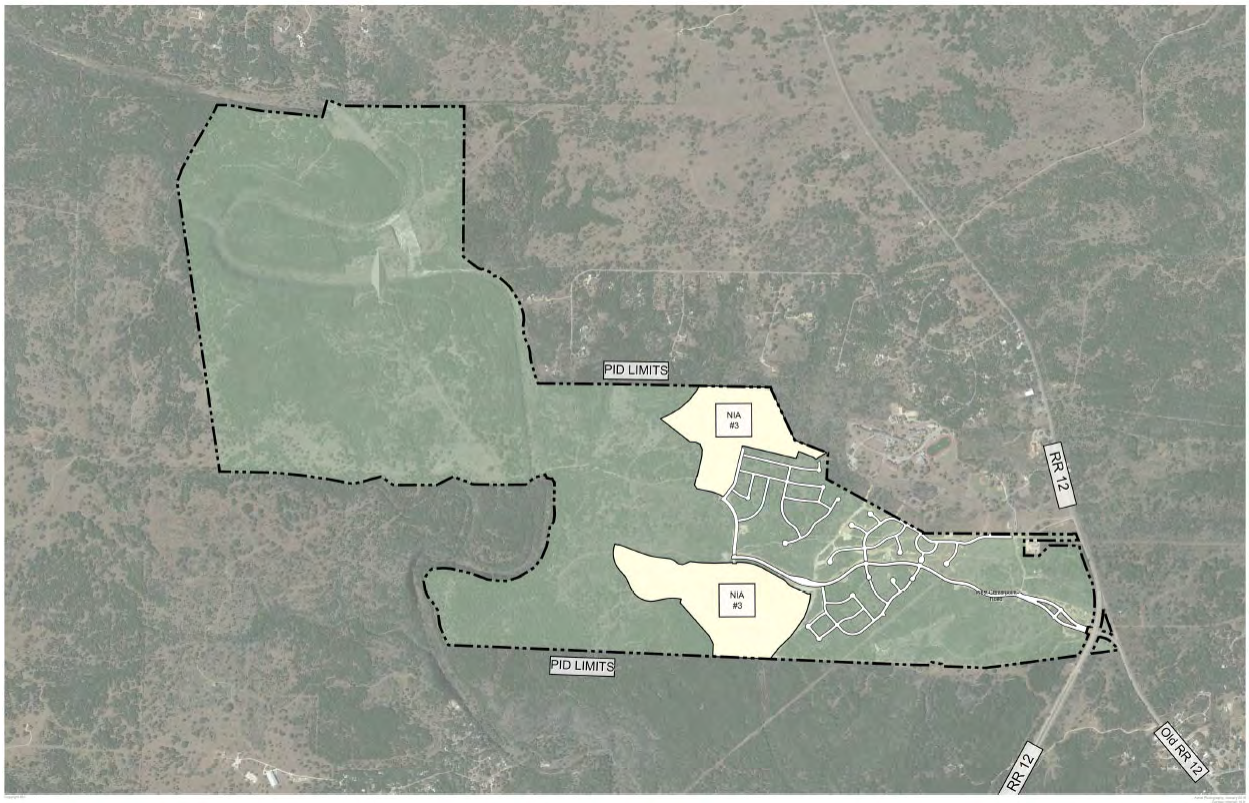

EXHIBIT Y – NEIGHBORHOOD IMPROVEMENT AREA #3 LEGAL DESCRIPTION

Neighborhood Improvement Area #3 consists of Phase 3, Phase 4 and Phase 5 as described in **Exhibit U-5**, **Exhibit U-7** and **Exhibit U-9**, respectively

EXHIBIT Z - MAJOR IMPROVEMENT AREA BONDS DEBT SERVICE SCHEDULE

DEBT SERVICE REQUIREMENTS

The following table sets forth the anticipated debt service requirements for the Bonds:

Period Ending (September 15)	Principal	Interest	Total
2015		145,255.59	$ 145,255.56
2016		1,307,300.00	1,307,300.00
2017		1,307,300.00	1,307,300.00
2018	240,000.00	1,307,300.00	1,547,300.00
2019	255,000.00	1,295,000.00	1,550,300.00
2020	265,000.00	1,282,550.00	1,547,550.00
2021	280,000.00	1,269,300.00	1,549,300.00
2022	270,000.00	1,255,300.00	1,525,300.00
2023	320,000.00	1,238,425.00	1,558,425.00
2024	345,000.00	1,218,425.00	1,563,425.00
2025	370,000.00	1,196,862.50	1,566,862.50
2026	395,000.00	1,173,737.50	1,568,737.50
2027	420,000.00	1,149,050.00	1,569,050.00
2028	450,000.00	1,122,800.00	1,572,800.00
2029	485,000.00	1,091,300.00	1,576,300.00
2030	520,000.00	1,057,350.00	1,577,350.00
2031	560,000.00	1,020,950.00	1,580,950.00
2032	600,000.00	981,750.00	1,581,750.00
2033	645,000.00	939,750.00	1,584,750.00
2034	695,000.00	894,600.00	1,589,600.00
2035	745,000.00	845,950.00	1,590,950.00
2036	800,000.00	793,800.00	1,593,800.00
2037	860,000.00	737,800.00	1,597,800.00
2038	925,000.00	677,600.00	1,602,600.00
2039	995,000.00	612,850.00	1,607,850.00
2040	1,070,000.00	543,200.00	1,613,200.00
2041	1,150,000.00	468,300.00	1,618,300.00
2042	1,240,000.00	387,800.00	1,627,800.00
2043	1,330,000.00	301,000.00	1,631,000.00
2044	1,430,000.00	207,900.00	1,637,900.00
2045	1,540,000.00	107,800.00	1,647,800.00
Total	**$ 19,200,000.00**	**$27,938,605.56**	**$ 47,138,605.56**

[The remainder of this page intentionally left blank.]

EXHIBIT AA – NEIGHBORHOOD IMPROVEMENT AREA #1-2 BONDS DEBT SERVICE SCHEDULE

BOND DEBT SERVICE

Hays County, Texas
Special Assessment Revenue Bonds, Series 2020
(La Cima Public Improvement District Neighborhood Improvement Area #1)
FINAL NUMBERS

Dated Date	11/12/2020
Delivery Date	11/12/2020

Period Ending	Principal	Interest	Debt Service
09/30/2021	155,000	119,600.83	274,600.83
09/30/2022	75,000	138,225.00	213,225.00
09/30/2023	75,000	136,350.00	211,350.00
09/30/2024	75,000	134,475.00	209,475.00
09/30/2025	75,000	132,600.00	207,600.00
09/30/2026	80,000	130,725.00	210,725.00
09/30/2027	80,000	128,125.00	208,125.00
09/30/2028	85,000	125,525.00	210,525.00
09/30/2029	85,000	122,762.50	207,762.50
09/30/2030	90,000	120,000.00	210,000.00
09/30/2031	90,000	117,075.00	207,075.00
09/30/2032	95,000	113,700.00	208,700.00
09/30/2033	100,000	110,137.50	210,137.50
09/30/2034	100,000	106,387.50	206,387.50
09/30/2035	105,000	102,637.50	207,637.50
09/30/2036	110,000	98,700.00	208,700.00
09/30/2037	115,000	94,575.00	209,575.00
09/30/2038	120,000	90,262.50	210,262.50
09/30/2039	125,000	85,762.50	210,762.50
09/30/2040	130,000	81,075.00	211,075.00
09/30/2041	135,000	76,200.00	211,200.00
09/30/2042	140,000	70,800.00	210,800.00
09/30/2043	145,000	65,200.00	210,200.00
09/30/2044	150,000	59,400.00	209,400.00
09/30/2045	155,000	53,400.00	208,400.00
09/30/2046	375,000	47,200.00	422,200.00
09/30/2047	395,000	32,200.00	427,200.00
09/30/2048	410,000	16,400.00	426,400.00
	3,870,000	2,709,500.83	6,579,500.83

Oct 19, 2020 11:44 am Prepared by FMSbonds, Inc. Page 9

BOND DEBT SERVICE

Hays County, Texas
Special Assessment Revenue Bonds, Series 2020
(La Cima Public Improvement District Neighborhood Improvement Area #2)
FINAL NUMBERS

Dated Date	11/12/2020
Delivery Date	11/12/2020

Period Ending	Principal	Interest	Debt Service
09/30/2021	180,000	171,016.15	351,016.15
09/30/2022	95,000	198,687.50	293,687.50
09/30/2023	90,000	196,312.50	286,312.50
09/30/2024	95,000	194,062.50	289,062.50
09/30/2025	95,000	191,687.50	286,687.50
09/30/2026	100,000	189,312.50	289,312.50
09/30/2027	105,000	186,062.50	291,062.50
09/30/2028	105,000	182,650.00	287,650.00
09/30/2029	110,000	179,237.50	289,237.50
09/30/2030	115,000	175,662.50	290,662.50
09/30/2031	115,000	171,925.00	286,925.00
09/30/2032	120,000	167,612.50	287,612.50
09/30/2033	125,000	163,112.50	288,112.50
09/30/2034	130,000	158,425.00	288,425.00
09/30/2035	135,000	153,550.00	288,550.00
09/30/2036	140,000	148,487.50	288,487.50
09/30/2037	145,000	143,237.50	288,237.50
09/30/2038	155,000	137,800.00	292,800.00
09/30/2039	160,000	131,987.50	291,987.50
09/30/2040	165,000	125,987.50	290,987.50
09/30/2041	170,000	119,800.00	289,800.00
09/30/2042	180,000	113,000.00	293,000.00
09/30/2043	185,000	105,800.00	290,800.00
09/30/2044	195,000	98,400.00	293,400.00
09/30/2045	200,000	90,600.00	290,600.00
09/30/2046	380,000	82,600.00	462,600.00
09/30/2047	395,000	67,400.00	462,400.00
09/30/2048	410,000	51,600.00	461,600.00
09/30/2049	430,000	35,200.00	465,200.00
09/30/2050	450,000	18,000.00	468,000.00
	5,475,000	4,149,216.15	9,624,216.15

EXHIBIT BB – PREPAYMENTS

Prepayments in Full

Neighborhood Improvement Area #1

Property ID	Lot Type	Amount	Date Prepaid
R159403	1	$ 11,843.10	6/19/2020
R159406	2	$ 13,464.53	7/22/2021
R159460	2	$ 13,281.92	10/26/2021
R159427	1	$ 10,963.39	1/20/2022

Neighborhood Improvement Area #2

Property ID	Lot Type	Amount	Date Prepaid
R174886	6	$ 22,669.19	4/28/2022
R171362	5	$ 18,543.42	5/9/2022

Major Improvement Area Bonds

Property ID	Lot Type	Amount	Date Prepaid
R159403	1	$ 8,418.87	6/19/2020
R159406	2	$ 10,331.42	6/4/2021
R159460	2	$ 9,501.30	10/26/2021
R159425	1	$ 7,907.60	1/20/2022
R159427	1	$ 7,907.60	1/20/2022
R159436	1	$ 7,977.11	2/28/2022
R174886	6	$ 7,462.67	4/28/2022
R171362	5	$ 6,110.69	5/9/2022
R143367	Parcel	$ 1,160,054.69	9/1/2022
R18169	Parcel	$ 1,478,059.48	9/1/2022
R19065	Parcel	$ 565,371.01	9/1/2022

Appendix A – Buyer Disclosures

APPENDIX A – BUYER DISCLOSURES

Buyer Disclosures for the following Lot Types are found in this Appendix:

- Lot Type 1
- Lot Type 2
- Lot Type 3
- Lot Type 4
- Lot Type 5
- Lot Type 6
- Lot Type 7
- Lot Type 8
- Lot Type 9
- Lot Type 10
- Lot Type 11
- Lot Type 12
- Lot Type 13
- Property ID R143375
- Property ID R143374
- Property ID R143373
- Property ID R143372
- Property ID R143371
- Property ID R143364
- Property ID R13142
- Property ID R143365
- Property ID R18169
- Property ID R19065

LOT TYPE 1 HOMEBUYER 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 RECORDING[1] RETURN TO:

_____

_____

_____

_____

_____

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO

HAYS COUNTY, TEXAS

CONCERNING THE FOLLOWING PROPERTY

_____

PROPERTY ADDRESS

LOT TYPE 1 PRINCIPAL ASSESSMENT: $19,593.46

As the purchaser of the real property described above, you are obligated to pay assessments to Hays County, 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 ***La Cima 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 Hays County. The exact amount of each annual installment will be approved each year by the Hays County Commissioners Court in the annual service plan update for the district. More information about the assessments, including the amounts and due dates, may be obtained from Hays County.

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

Lot Type 1 - Neighborhood Improvement Area #1 Annual Installments + Allocable Share of Major Improvement Area Annual Installment

	Major Improvement Area					Neighborhood Improvement Area #1				
Installments Due 1/31	Principal	Interest [a]	Administrative Expenses	Prepayment Reserve	Delinquency Reserve	Principal	Interest [b]	Additional Interest	Administrative Expenses	Annual Installment
2023	$ 148.72	$ 575.55	$ 20.91	$ 2.16	$ 39.57	$ 232.40	$ 422.51	$ 56.40	$ 29.75	$ 1,527.97
2024	160.34	566.26	21.33	-	40.98	232.40	416.70	55.23	30.35	1,523.59
2025	171.96	556.23	21.76	-	40.18	232.40	410.89	54.07	30.96	1,518.44
2026	183.57	545.49	22.19	-	39.31	247.89	405.08	52.91	31.58	1,528.02
2027	195.19	534.01	22.64	-	38.39	247.89	397.02	51.67	32.21	1,519.02
2028	209.13	521.81	23.09	-	37.41	263.39	388.96	50.43	32.85	1,527.08
2029	225.40	507.17	23.55	-	36.36	263.39	380.40	49.11	33.51	1,518.90
2030	241.67	491.40	24.02	-	35.23	278.88	371.84	47.80	34.18	1,525.02
2031	260.26	474.48	24.50	-	34.02	278.88	362.78	46.40	34.86	1,516.19
2032	278.85	456.26	24.99	-	32.71	294.37	352.32	45.01	35.56	1,520.08
2033	299.76	436.74	25.49	-	31.31	309.87	341.28	43.54	36.27	1,524.26
2034	323.00	415.76	26.00	-	29.81	309.87	329.66	41.99	37.00	1,513.08
2035	346.23	393.15	26.52	-	28.19	325.36	318.04	40.44	37.74	1,515.67
2036	371.79	368.91	27.05	-	26.45	340.86	305.84	38.81	38.49	1,518.20
2037	399.68	342.89	27.59	-	24.58	356.35	293.06	37.11	39.26	1,520.52
2038	429.89	314.91	28.14	-	22.58	371.84	279.69	35.32	40.05	1,522.43
2039	462.42	284.82	28.71	-	20.42	387.34	265.75	33.47	40.85	1,523.76
2040	497.28	252.45	29.28	-	18.10	402.83	251.23	31.53	41.66	1,524.36
2041	534.46	217.64	29.87	-	15.60	418.32	236.12	29.51	42.50	1,524.02
2042	576.28	180.23	30.46	-	12.92	433.82	219.39	27.42	43.35	1,523.87
2043	618.11	139.89	31.07	-	10.03	449.31	202.03	25.25	44.21	1,519.91
2044	664.58	96.62	31.70	-	6.93	464.80	184.06	23.01	45.10	1,516.79
2045	715.69	50.10	32.33	-	3.59	480.30	165.47	20.68	46.00	1,514.16
2046	-	-	-	-	-	1,162.01	146.26	18.28	46.92	1,373.47
2047	-	-	-	-	-	1,223.98	99.78	12.47	47.86	1,384.09
2048	-	-	-	-	-	1,270.46	50.82	6.35	48.82	1,376.45
Totals	**8,314.26**	**8,722.77**	**603.20**	**2.16**	**624.70**	**11,279.20**	**7,596.96**	**974.23**	**1,001.86**	**39,119.34**

Notes

[a] Interest is calculated based on the actual interest rate of the Major Improvement Area Bonds.

[b] Interest is calculated based on the actual rate of the Neighborhood Improvement Area #1-2 Bonds.

Note: The figures shown above are estimates only and subject to change in annual service plan updates. Changes in administrative expenses, or other available offsets could increase or decrease the amounts shown.

LOT TYPE 2 HOMEBUYER 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 RECORDING[1] RETURN TO:

_____

_____

_____

_____

_____

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO HAYS COUNTY, TEXAS CONCERNING THE FOLLOWING PROPERTY

_____

PROPERTY ADDRESS

LOT TYPE 2 PRINCIPAL ASSESSMENT: $23,985.11

As the purchaser of the real property described above, you are obligated to pay assessments to Hays County, 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 ***La Cima 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 Hays County. The exact amount of each annual installment will be approved each year by the Hays County Commissioners Court in the annual service plan update for the district. More information about the assessments, including the amounts and due dates, may be obtained from Hays County.

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

Lot Type 2 - Neighborhood Improvement Area #1 Annual Installments + Allocable Share of Major Improvement Area Annual Installment

	Major Improvement Area					Neighborhood Improvement Area #1				
Installments Due 1/31	Principal	Interest [a]	Administrative Expenses	Prepayment Reserve	Delinquency Reserve	Principal	Interest [b]	Additional Interest	Administrative Expenses	Annual Installment
2023	$ 182.05	$ 704.55	$ 25.60	$ 2.64	$ 48.45	$ 284.49	$ 517.20	$ 69.04	$ 36.42	$ 1,870.45
2024	196.27	693.17	26.11	-	50.17	284.49	510.09	67.61	37.15	1,865.08
2025	210.50	680.91	26.64	-	49.19	284.49	502.98	66.19	37.90	1,858.79
2026	224.72	667.75	27.17	-	48.13	303.46	495.87	64.77	38.65	1,870.52
2027	238.94	653.71	27.71	-	47.00	303.46	486.01	63.25	39.43	1,859.50
2028	256.01	638.77	28.27	-	45.80	322.42	476.14	61.73	40.21	1,869.37
2029	275.92	620.85	28.83	-	44.52	322.42	465.66	60.12	41.02	1,859.35
2030	295.83	601.54	29.41	-	43.13	341.39	455.19	58.51	41.84	1,866.84
2031	318.59	580.83	30.00	-	41.65	341.39	444.09	56.80	42.68	1,856.03
2032	341.35	558.53	30.60	-	40.05	360.36	431.29	55.10	43.53	1,860.80
2033	366.95	534.63	31.21	-	38.34	379.32	417.78	53.29	44.40	1,865.92
2034	395.39	508.95	31.83	-	36.50	379.32	403.55	51.40	45.29	1,852.22
2035	423.84	481.27	32.47	-	34.51	398.29	389.33	49.50	46.19	1,855.40
2036	455.13	451.60	33.12	-	32.38	417.25	374.39	47.51	47.12	1,858.51
2037	489.26	419.74	33.78	-	30.10	436.22	358.74	45.42	48.06	1,861.33
2038	526.24	385.49	34.46	-	27.64	455.19	342.39	43.24	49.02	1,863.67
2039	566.07	348.66	35.15	-	25.00	474.15	325.32	40.97	50.00	1,865.31
2040	608.73	309.03	35.85	-	22.16	493.12	307.53	38.60	51.00	1,866.02
2041	654.25	266.42	36.57	-	19.10	512.08	289.04	36.13	52.02	1,865.62
2042	705.45	220.62	37.30	-	15.82	531.05	268.56	33.57	53.06	1,865.43
2043	756.65	171.24	38.04	-	12.28	550.02	247.32	30.91	54.12	1,860.59
2044	813.54	118.28	38.80	-	8.48	568.98	225.32	28.16	55.21	1,856.77
2045	876.13	61.33	39.58	-	4.40	587.95	202.56	25.32	56.31	1,853.57
2046	-	-	-	-	-	1,422.46	179.04	22.38	57.44	1,681.31
2047	-	-	-	-	-	1,498.32	122.14	15.27	58.58	1,694.31
2048	-	-	-	-	-	1,555.22	62.21	7.78	59.76	1,684.96
Totals	**$ 10,177.81**	**$ 10,677.88**	**$ 738.50**	**$ 2.64**	**$ 764.82**	**$ 13,807.30**	**$ 9,299.73**	**$ 1,192.59**	**$ 1,226.41**	**$ 47,887.67**

Notes

[a] Interest is calculated based on the actual interest rate of the Major Improvement Area Bonds.

[b] Interest is calculated based on the actual rate of the Neighborhood Improvement Area #1-2 Bonds.

Note: The figures shown above are estimates only and subject to change in annual service plan updates. Changes in administrative expenses, or other available offsets could increase or decrease the amounts shown.

LOT TYPE 3 HOMEBUYER 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 RECORDING[1] RETURN TO:

_____

_____

_____

_____

_____

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO HAYS COUNTY, TEXAS CONCERNING THE FOLLOWING PROPERTY

_____

PROPERTY ADDRESS

LOT TYPE 3 PRINCIPAL ASSESSMENT: $28,974.56

As the purchaser of the real property described above, you are obligated to pay assessments to Hays County, 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 ***La Cima 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 Hays County. The exact amount of each annual installment will be approved each year by the Hays County Commissioners Court in the annual service plan update for the district. More information about the assessments, including the amounts and due dates, may be obtained from Hays County.

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

Lot Type 3 - Neighborhood Improvement Area #1 Annual Installments + Allocable Share of Major Improvement Area Annual Installment

	Major Improvement Area					Neighborhod Improvement Area #1				
Installments Due 1/31	Principal	Interest [a]	Administrative Expenses	Prepayment Reserve	Delinquency Reserve	Principal	Interest [b]	Additional Interest	Administrative Expenses	Annual Installment
2023	$ 172.30	$ 666.81	$ 24.23	$ 2.50	$ 45.85	$ 398.53	$ 724.53	$ 96.71	$ 51.02	$ 2,182.48
2024	185.76	656.04	24.71	-	47.48	398.53	714.56	94.72	52.04	2,173.86
2025	199.22	644.43	25.21	-	46.55	398.53	704.60	92.72	53.09	2,164.35
2026	212.68	631.98	25.71	-	45.55	425.10	694.64	90.73	54.15	2,180.54
2027	226.14	618.69	26.23	-	44.48	425.10	680.82	88.61	55.23	2,165.30
2028	242.29	604.55	26.75	-	43.35	451.67	667.01	86.48	56.33	2,178.43
2029	261.14	587.59	27.29	-	42.13	451.67	652.33	84.22	57.46	2,163.83
2030	279.99	569.31	27.83	-	40.82	478.24	637.65	81.96	58.61	2,174.42
2031	301.52	549.71	28.39	-	39.42	478.24	622.11	79.57	59.78	2,158.74
2032	323.06	528.61	28.96	-	37.90	504.80	604.17	77.18	60.98	2,165.67
2033	347.29	505.99	29.54	-	36.28	531.37	585.24	74.66	62.20	2,172.57
2034	374.21	481.68	30.13	-	34.54	531.37	565.32	72.00	63.44	2,152.69
2035	401.13	455.49	30.73	-	32.66	557.94	545.39	69.34	64.71	2,157.39
2036	430.75	427.41	31.34	-	30.65	584.51	524.47	66.55	66.00	2,161.69
2037	463.05	397.26	31.97	-	28.49	611.08	502.55	63.63	67.33	2,165.35
2038	498.05	364.84	32.61	-	26.16	637.65	479.63	60.58	68.67	2,168.19
2039	535.74	329.98	33.26	-	23.66	664.22	455.72	57.39	70.04	2,170.01
2040	576.12	292.48	33.93	-	20.97	690.79	430.81	54.07	71.45	2,170.61
2041	619.20	252.15	34.61	-	18.08	717.35	404.91	50.61	72.87	2,169.78
2042	667.66	208.80	35.30	-	14.97	743.92	376.21	47.03	74.33	2,168.23
2043	716.12	162.07	36.01	-	11.62	770.49	346.46	43.31	75.82	2,161.89
2044	769.96	111.94	36.73	-	8.03	797.06	315.64	39.45	77.34	2,156.14
2045	829.18	58.04	37.46	-	4.16	823.63	283.75	35.47	78.88	2,150.58
2046	-	-	-	-	-	1,992.65	250.81	31.35	80.46	2,355.27
2047	-	-	-	-	-	2,098.93	171.10	21.39	82.07	2,373.48
2048	-	-	-	-	-	2,178.63	87.15	10.89	83.71	2,360.38
Totals	**$ 9,632.56**	**$ 10,105.84**	**$ 698.92**	**$ 2.50**	**$ 723.83**	**$ 19,342.00**	**$ 13,027.55**	**$ 1,670.64**	**$ 1,718.02**	**$ 56,921.87**

Notes

[a] Interest is calculated based on the actual interest rate of the Major Improvement Area Bonds.

[b] Interest is calculated based on the actual rate of the Neighborhood Improvement Area #1-2 Bonds.

Note: The figures shown above are estimates only and subject to change in annual service plan updates. Changes in administrative expenses, or other available offsets could increase or decrease the amounts shown.

LOT TYPE 4 HOMEBUYER 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 RECORDING[1] RETURN TO:

_____

_____

_____

_____

_____

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO

HAYS COUNTY, TEXAS

CONCERNING THE FOLLOWING PROPERTY

_____

PROPERTY ADDRESS

LOT TYPE 4 PRINCIPAL ASSESSMENT: $33,163.65

As the purchaser of the real property described above, you are obligated to pay assessments to Hays County, 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 ***La Cima 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 Hays County. The exact amount of each annual installment will be approved each year by the Hays County Commissioners Court in the annual service plan update for the district. More information about the assessments, including the amounts and due dates, may be obtained from Hays County.

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

Lot Type 4 - Neighborhood Improvement Area #1 Annual Installments + Allocable Share of Major Improvement Area Annual Installment

	Major Improvement Area					Neighborhood Improvement Area #1				
Installments Due 1/31	Principal	Interest [a]	Administrative Expenses	Prepayment Reserve	Delinquency Reserve	Principal	Interest [b]	Additional Interest	Administrative Expenses	Annual Installment
2023	$ 197.21	$ 763.21	$ 27.73	$ 2.86	$ 52.48	$ 456.15	$ 829.28	$ 110.69	$ 58.40	$ 2,498.02
2024	212.62	750.89	28.29	-	54.35	456.15	817.88	108.41	59.57	2,488.15
2025	228.02	737.60	28.85	-	53.28	456.15	806.47	106.13	60.76	2,477.27
2026	243.43	723.35	29.43	-	52.14	486.56	795.07	103.85	61.98	2,495.80
2027	258.84	708.13	30.02	-	50.91	486.56	779.25	101.42	63.22	2,478.35
2028	277.33	691.96	30.62	-	49.62	516.97	763.44	98.98	64.48	2,493.40
2029	298.90	672.54	31.23	-	48.22	516.97	746.64	96.40	65.77	2,476.68
2030	320.46	651.62	31.86	-	46.72	547.38	729.84	93.81	67.08	2,488.78
2031	345.12	629.19	32.49	-	45.11	547.38	712.05	91.08	68.43	2,470.85
2032	369.77	605.03	33.14	-	43.38	577.79	691.52	88.34	69.79	2,478.77
2033	397.50	579.15	33.81	-	41.53	608.20	669.85	85.45	71.19	2,486.68
2034	428.31	551.32	34.48	-	39.53	608.20	647.05	82.41	72.61	2,463.92
2035	459.13	521.34	35.17	-	37.38	638.61	624.24	79.37	74.07	2,469.31
2036	493.02	489.20	35.87	-	35.08	669.02	600.29	76.18	75.55	2,474.21
2037	530.00	454.69	36.59	-	32.60	699.43	575.20	72.83	77.06	2,478.41
2038	570.06	417.59	37.32	-	29.94	729.84	548.98	69.33	78.60	2,481.67
2039	613.20	377.69	38.07	-	27.08	760.25	521.61	65.69	80.17	2,483.75
2040	659.42	334.76	38.83	-	24.00	790.66	493.10	61.88	81.78	2,484.43
2041	708.72	288.60	39.61	-	20.69	821.07	463.45	57.93	83.41	2,483.48
2042	764.19	238.99	40.40	-	17.14	851.48	430.60	53.83	85.08	2,481.71
2043	819.65	185.50	41.21	-	13.30	881.89	396.55	49.57	86.78	2,474.44
2044	881.28	128.12	42.03	-	9.19	912.30	361.27	45.16	88.52	2,467.87
2045	949.04	66.43	42.87	-	4.76	942.71	324.78	40.60	90.29	2,461.48
2046	-	-	-	-	-	2,280.75	287.07	35.88	92.09	2,695.79
2047	-	-	-	-	-	2,402.39	195.84	24.48	93.93	2,716.64
2048	-	-	-	-	-	2,493.61	99.74	12.47	95.81	2,701.64
Totals	**$ 11,025.22**	**$ 11,566.93**	**$ 799.94**	**$ 2.86**	**$ 828.44**	**$ 22,138.43**	**$ 14,911.06**	**$ 1,912.18**	**$ 1,966.41**	**$ 65,151.47**

Notes

[a] Interest is calculated based on the actual interest rate of the Major Improvement Area Bonds.

[b] Interest is calculated based on the actual rate of the Neighborhood Improvement Area #1-2 Bonds.

Note: The figures shown above are estimates only and subject to change in annual service plan updates. Changes in administrative expenses, or other available offsets could increase or decrease the amounts shown.

LOT TYPE 5 HOMEBUYER 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 RECORDING[1] RETURN TO:

_____

_____

_____

_____

_____

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO

HAYS COUNTY, TEXAS

CONCERNING THE FOLLOWING PROPERTY

_____

PROPERTY ADDRESS

LOT TYPE 5 PRINCIPAL ASSESSMENT: $25,101.10

As the purchaser of the real property described above, you are obligated to pay assessments to Hays County, 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 ***La Cima 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 Hays County. The exact amount of each annual installment will be approved each year by the Hays County Commissioners Court in the annual service plan update for the district. More information about the assessments, including the amounts and due dates, may be obtained from Hays County.

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 5

Lot Type 5 - Neighborhood Improvement Area #2 Annual Installments + Allocable Share of Major Improvement Area Annual Installment

	Major Improvement Area					Neighborhood Improvement Area #2				
Installments Due 1/31	Principal	Interest [a]	Administrative Expenses	Prepayment Reserve	Delinquency Reserve	Principal	Interest [b]	Additional Interest	Administrative Expenses	Annual Installment
2023	$ 112.23	$ 434.36	$ 15.78	$ 1.63	$ 29.87	$ 325.84	$ 710.74	$ 94.13	$ 48.99	$ 1,773.59
2024	121.00	427.34	16.10	-	30.93	343.95	702.60	92.50	49.97	1,784.40
2025	129.77	419.78	16.42	-	30.33	343.95	694.00	90.78	50.97	1,776.00
2026	138.54	411.67	16.75	-	29.67	362.05	685.40	89.06	51.99	1,785.14
2027	147.31	403.01	17.09	-	28.98	380.15	673.63	87.25	53.03	1,790.45
2028	157.83	393.80	17.43	-	28.24	380.15	661.28	85.35	54.09	1,778.18
2029	170.11	382.76	17.78	-	27.45	398.25	648.93	83.45	55.17	1,783.89
2030	182.38	370.85	18.13	-	26.59	416.35	635.98	81.46	56.28	1,788.03
2031	196.41	358.08	18.49	-	25.68	416.35	622.45	79.38	57.40	1,774.25
2032	210.44	344.33	18.86	-	24.69	434.46	606.84	77.30	58.55	1,775.47
2033	226.22	329.60	19.24	-	23.64	452.56	590.54	75.12	59.72	1,776.65
2034	243.76	313.77	19.63	-	22.50	470.66	573.57	72.86	60.92	1,777.67
2035	261.30	296.70	20.02	-	21.28	488.76	555.92	70.51	62.14	1,776.63
2036	280.59	278.41	20.42	-	19.96	506.87	537.60	68.06	63.38	1,775.29
2037	301.63	258.77	20.83	-	18.56	524.97	518.59	65.53	64.65	1,773.52
2038	324.43	237.66	21.24	-	17.04	561.17	498.90	62.91	65.94	1,789.29
2039	348.98	214.95	21.67	-	15.41	579.28	477.86	60.10	67.26	1,785.50
2040	375.28	190.52	22.10	-	13.66	597.38	456.13	57.20	68.60	1,780.89
2041	403.34	164.25	22.54	-	11.78	615.48	433.73	54.22	69.97	1,775.32
2042	434.91	136.01	22.99	-	9.75	651.69	409.11	51.14	71.37	1,786.98
2043	466.48	105.57	23.45	-	7.57	669.79	383.05	47.88	72.80	1,776.59
2044	501.55	72.92	23.92	-	5.23	705.99	356.25	44.53	74.26	1,784.66
2045	540.13	37.81	24.40	-	2.71	724.10	328.02	41.00	75.74	1,773.91
2046	-	-	-	-	-	1,375.78	299.05	37.38	77.26	1,789.47
2047	-	-	-	-	-	1,430.09	244.02	30.50	78.80	1,783.41
2048	-	-	-	-	-	1,484.40	186.82	23.35	80.38	1,774.94
2049	-	-	-	-	-	1,556.80	127.44	15.93	81.99	1,782.16
2050	-	-	-	-	-	1,629.21	65.17	8.15	83.63	1,786.16
Totals	**$ 6,274.62**	**$ 6,582.92**	**$ 455.29**	**$ 1.63**	**$ 471.52**	**$ 18,826.47**	**$ 13,683.63**	**$ 1,747.06**	**$ 1,815.27**	**$ 49,858.42**

Notes

[a] Interest is calculated based on the actual interest rate of the Major Improvement Area Bonds.

[b] Interest is calculated based on the actual rate of the Neighborhood Improvement Area #1-2 Bonds.

Note: The figures shown above are estimates only and subject to change in annual service plan updates. Changes in administrative expenses, or other available offsets could increase or decrease the amounts shown.

LOT TYPE 6 HOMEBUYER 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 RECORDING[1] RETURN TO:

_____

_____

_____

_____

_____

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO

HAYS COUNTY, TEXAS

CONCERNING THE FOLLOWING PROPERTY

_____

PROPERTY ADDRESS

LOT TYPE 6 PRINCIPAL ASSESSMENT: $30,727.18

As the purchaser of the real property described above, you are obligated to pay assessments to Hays County, 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 ***La Cima 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 Hays County. The exact amount of each annual installment will be approved each year by the Hays County Commissioners Court in the annual service plan update for the district. More information about the assessments, including the amounts and due dates, may be obtained from Hays County.

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 6

Lot Type 6 - Neighborhood Improvement Area #2 Annual Installments + Allocable Share of Major Improvement Area Annual Installment

	Major Improvement Area					Neighborhood Improvement Area #2				
Installments Due 1/31	Principal	Interest [a]	Administrative Expenses	Prepayment Reserve	Delinquency Reserve	Principal	Interest [b]	Additional Interest	Administrative Expenses	Annual Installment
2023	$ 137.39	$ 531.71	$ 19.32	$ 1.99	$ 36.56	$ 398.88	$ 870.05	$ 115.23	$ 59.97	$ 2,171.10
2024	148.12	523.13	19.71	-	37.86	421.04	860.08	113.24	61.17	2,184.34
2025	158.86	513.87	20.10	-	37.12	421.04	849.55	111.13	62.40	2,174.06
2026	169.59	503.94	20.50	-	36.32	443.20	839.03	109.03	63.65	2,185.25
2027	180.33	493.34	20.91	-	35.47	465.36	824.62	106.81	64.92	2,191.75
2028	193.21	482.07	21.33	-	34.56	465.36	809.50	104.48	66.22	2,176.72
2029	208.23	468.55	21.76	-	33.59	487.52	794.37	102.16	67.54	2,183.72
2030	223.26	453.97	22.19	-	32.55	509.68	778.53	99.72	68.89	2,188.79
2031	240.43	438.34	22.64	-	31.43	509.68	761.96	97.17	70.27	2,171.92
2032	257.61	421.51	23.09	-	30.22	531.84	742.85	94.62	71.68	2,173.41
2033	276.93	403.48	23.55	-	28.93	553.99	722.91	91.96	73.11	2,174.86
2034	298.40	384.09	24.02	-	27.54	576.15	702.13	89.19	74.57	2,176.10
2035	319.86	363.21	24.50	-	26.04	598.31	680.53	86.31	76.06	2,174.83
2036	343.48	340.81	24.99	-	24.44	620.47	658.09	83.32	77.58	2,173.19
2037	369.24	316.77	25.49	-	22.71	642.63	634.82	80.22	79.14	2,171.02
2038	397.15	290.92	26.00	-	20.86	686.95	610.72	77.01	80.72	2,190.33
2039	427.20	263.12	26.52	-	18.87	709.11	584.96	73.57	82.33	2,185.69
2040	459.40	233.22	27.05	-	16.72	731.27	558.37	70.02	83.98	2,180.04
2041	493.75	201.06	27.59	-	14.42	753.43	530.95	66.37	85.66	2,173.23
2042	532.39	166.50	28.14	-	11.94	797.75	500.81	62.60	87.37	2,187.51
2043	571.03	129.23	28.71	-	9.27	819.91	468.90	58.61	89.12	2,174.78
2044	613.96	89.26	29.28	-	6.40	864.23	436.10	54.51	90.90	2,184.66
2045	661.19	46.28	29.87	-	3.32	886.39	401.54	50.19	92.72	2,171.50
2046	-	-	-	-	-	1,684.14	366.08	45.76	94.57	2,190.56
2047	-	-	-	-	-	1,750.62	298.71	37.34	96.47	2,183.14
2048	-	-	-	-	-	1,817.10	228.69	28.59	98.39	2,172.77
2049	-	-	-	-	-	1,905.74	156.00	19.50	100.36	2,181.61
2050	-	-	-	-	-	1,994.38	79.78	9.97	102.37	2,186.50
Totals	**$ 7,681.00**	**$ 8,058.39**	**$ 557.27**	**$ 1.99**	**$ 577.13**	**$ 23,046.18**	**$ 16,750.64**	**$ 2,138.64**	**$ 2,222.14**	**$ 61,033.39**

Notes

[a] Interest is calculated based on the actual interest rate of the Major Improvement Area Bonds.

[b] Interest is calculated based on the actual rate of the Neighborhood Improvement Area #1-2 Bonds.

Note: The figures shown above are estimates only and subject to change in annual service plan updates. Changes in administrative expenses, or other available offsets could increase or decrease the amounts shown.

LOT TYPE 7 HOMEBUYER 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 RECORDING[1] RETURN TO:

_____

_____

_____

_____

_____

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO

HAYS COUNTY, TEXAS

CONCERNING THE FOLLOWING PROPERTY

_____

PROPERTY ADDRESS

LOT TYPE 7 PRINCIPAL ASSESSMENT: $35,920.54

As the purchaser of the real property described above, you are obligated to pay assessments to Hays County, 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 ***La Cima 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 Hays County. The exact amount of each annual installment will be approved each year by the Hays County Commissioners Court in the annual service plan update for the district. More information about the assessments, including the amounts and due dates, may be obtained from Hays County.

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 7

Lot Type 7 - Neighborhood Improvement Area #2 Annual Installments + Allocable Share of Major Improvement Area Annual Installment

	Major Improvement Area					Neighborhood Improvement Area #2				
Installments Due 1/31	Principal	Interest [a]	Administrative Expenses	Prepayment Reserve	Delinquency Reserve	Principal	Interest [b]	Additional Interest	Administrative Expenses	Annual Installment
2023	$ 160.61	$ 621.58	$ 22.58	$ 2.33	$ 42.74	$ 466.29	$ 1,017.10	$ 134.71	$ 70.11	$ 2,538.05
2024	173.16	611.54	23.04	-	44.26	492.20	1,005.44	132.38	71.51	2,553.53
2025	185.71	600.72	23.50	-	43.39	492.20	993.14	129.91	72.94	2,541.51
2026	198.26	589.11	23.97	-	42.46	518.10	980.83	127.45	74.40	2,554.58
2027	210.80	576.72	24.45	-	41.46	544.01	963.99	124.86	75.89	2,562.19
2028	225.86	563.55	24.94	-	40.41	544.01	946.31	122.14	77.41	2,544.62
2029	243.43	547.74	25.43	-	39.27	569.91	928.63	119.42	78.96	2,552.80
2030	260.99	530.70	25.94	-	38.05	595.82	910.11	116.57	80.54	2,558.72
2031	281.07	512.43	26.46	-	36.74	595.82	890.75	113.59	82.15	2,539.01
2032	301.15	492.75	26.99	-	35.33	621.72	868.40	110.61	83.79	2,540.75
2033	323.73	471.67	27.53	-	33.82	647.63	845.09	107.51	85.47	2,542.44
2034	348.83	449.01	28.08	-	32.19	673.53	820.80	104.27	87.17	2,543.89
2035	373.92	424.59	28.64	-	30.44	699.44	795.55	100.90	88.92	2,542.41
2036	401.53	398.42	29.22	-	28.57	725.34	769.32	97.40	90.70	2,540.49
2037	431.64	370.31	29.80	-	26.55	751.25	742.12	93.78	92.51	2,537.96
2038	464.27	340.10	30.40	-	24.38	803.06	713.95	90.02	94.36	2,560.53
2039	499.40	307.60	31.00	-	22.05	828.96	683.83	86.01	96.25	2,555.10
2040	537.05	272.64	31.62	-	19.55	854.87	652.74	81.86	98.17	2,548.50
2041	577.20	235.05	32.26	-	16.85	880.77	620.69	77.59	100.14	2,540.54
2042	622.37	194.64	32.90	-	13.96	932.58	585.46	73.18	102.14	2,557.23
2043	667.54	151.08	33.56	-	10.83	958.49	548.15	68.52	104.18	2,542.35
2044	717.73	104.35	34.23	-	7.48	1,010.30	509.81	63.73	106.27	2,553.90
2045	772.94	54.11	34.92	-	3.88	1,036.21	469.40	58.68	108.39	2,538.52
2046	-	-	-	-	-	1,968.79	427.95	53.49	110.56	2,560.80
2047	-	-	-	-	-	2,046.51	349.20	43.65	112.77	2,552.13
2048	-	-	-	-	-	2,124.22	267.34	33.42	115.03	2,540.00
2049	-	-	-	-	-	2,227.84	182.37	22.80	117.33	2,550.34
2050	-	-	-	-	-	2,331.46	93.26	11.66	119.67	2,556.05
Totals	**$ 8,979.20**	**$ 9,420.39**	**$ 651.45**	**$ 2.33**	**$ 674.66**	**$ 26,941.34**	**$ 19,581.75**	**$ 2,500.10**	**$ 2,597.71**	**$ 71,348.94**

Notes

[a] Interest is calculated based on the actual interest rate of the Major Improvement Area Bonds.

[b] Interest is calculated based on the actual rate of the Neighborhood Improvement Area #1-2 Bonds.

Note: The figures shown above are estimates only and subject to change in annual service plan updates. Changes in administrative expenses, or other available offsets could increase or decrease the amounts shown.

LOT TYPE 8 HOMEBUYER 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 RECORDING[1] RETURN TO:

_____

_____

_____

_____

_____

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO

HAYS COUNTY, TEXAS

CONCERNING THE FOLLOWING PROPERTY

_____

PROPERTY ADDRESS

LOT TYPE 8 PRINCIPAL ASSESSMENT: $37,263.17

As the purchaser of the real property described above, you are obligated to pay assessments to Hays County, 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 ***La Cima 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 Hays County. The exact amount of each annual installment will be approved each year by the Hays County Commissioners Court in the annual service plan update for the district. More information about the assessments, including the amounts and due dates, may be obtained from Hays County.

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 8

	Neighborhood Improvement Area #3 - Phase 5			
Installments Due 1/31	Principal	Interest	Administrative Expenses	Annual Installment
2023	$ 1,132.95	$ 1,676.84	$ 43.80	$ 2,853.59
2024	461.35	2,167.81	44.68	2,673.84
2025	490.55	2,140.13	45.57	2,676.26
2026	521.21	2,110.70	46.48	2,678.39
2027	553.33	2,079.43	47.41	2,680.17
2028	588.37	2,046.23	48.36	2,682.96
2029	626.33	2,010.92	49.33	2,686.58
2030	665.75	1,973.34	50.31	2,689.41
2031	708.09	1,933.40	51.32	2,692.81
2032	753.35	1,890.91	52.34	2,696.61
2033	801.53	1,845.71	53.39	2,700.63
2034	852.63	1,797.62	54.46	2,704.71
2035	906.65	1,746.46	55.55	2,708.66
2036	965.05	1,692.06	56.66	2,713.77
2037	1,026.37	1,634.16	57.79	2,718.32
2038	1,092.07	1,572.58	58.95	2,723.59
2039	1,160.69	1,507.05	60.13	2,727.87
2040	1,235.15	1,437.41	61.33	2,733.89
2041	1,313.99	1,363.30	62.56	2,739.85
2042	1,398.66	1,284.46	63.81	2,746.94
2043	1,487.72	1,200.54	65.08	2,753.35
2044	1,584.08	1,111.28	66.39	2,761.75
2045	1,684.82	1,016.24	67.71	2,768.77
2046	1,794.32	915.15	69.07	2,778.54
2047	1,908.20	807.49	70.45	2,786.14
2048	2,030.84	693.00	71.86	2,795.69
2049	2,162.24	571.15	73.29	2,806.68
2050	2,300.93	441.41	74.76	2,817.11
2051	2,449.85	303.36	76.26	2,829.46
2052	2,606.07	156.36	77.78	2,840.22
Totals	**$ 37,263.17**	**$ 43,126.52**	**$ 1,776.86**	**$ 82,166.56**

[a] Interest Rate is calculated at 6.00% which is less than 2% above the S&P Municipal Bond High Yield Index, which was 5.35% as of August 19, 2022.

Note: The figures shown above are estimates only and subject to change in annual service plan updates. Changes in administrative expenses, or other available offsets could increase or decrease the amounts shown.

LOT TYPE 9 HOMEBUYER 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 RECORDING[1] RETURN TO:

_____

_____

_____

_____

_____

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO HAYS COUNTY, TEXAS CONCERNING THE FOLLOWING PROPERTY

_____

PROPERTY ADDRESS

LOT TYPE 9 PRINCIPAL ASSESSMENT: $41,921.07

As the purchaser of the real property described above, you are obligated to pay assessments to Hays County, 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 ***La Cima 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 Hays County. The exact amount of each annual installment will be approved each year by the Hays County Commissioners Court in the annual service plan update for the district. More information about the assessments, including the amounts and due dates, may be obtained from Hays County.

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 9

	Neighborhood Improvement Area #3 - Phase 5			
Installments Due 1/31	Principal	Interest	Administrative Expenses	Annual Installment
2023	$ 1,274.57	$ 1,886.45	$ 49.27	$ 3,210.29
2024	519.02	2,438.79	50.26	3,008.07
2025	551.87	2,407.65	51.27	3,010.79
2026	586.37	2,374.54	52.29	3,013.19
2027	622.50	2,339.35	53.34	3,015.19
2028	661.92	2,302.00	54.40	3,018.33
2029	704.62	2,262.29	55.49	3,022.40
2030	748.97	2,220.01	56.60	3,025.58
2031	796.60	2,175.07	57.73	3,029.41
2032	847.52	2,127.28	58.89	3,033.69
2033	901.72	2,076.43	60.07	3,038.21
2034	959.21	2,022.32	61.27	3,042.80
2035	1,019.98	1,964.77	62.49	3,047.24
2036	1,085.68	1,903.57	63.74	3,052.99
2037	1,154.66	1,838.43	65.02	3,058.11
2038	1,228.58	1,769.15	66.32	3,064.04
2039	1,305.77	1,695.44	67.64	3,068.85
2040	1,389.54	1,617.09	69.00	3,075.63
2041	1,478.23	1,533.72	70.38	3,082.33
2042	1,573.50	1,445.02	71.78	3,090.30
2043	1,673.69	1,350.61	73.22	3,097.52
2044	1,782.09	1,250.19	74.68	3,106.97
2045	1,895.42	1,143.27	76.18	3,114.87
2046	2,018.61	1,029.54	77.70	3,125.85
2047	2,146.72	908.42	79.25	3,134.40
2048	2,284.69	779.62	80.84	3,145.15
2049	2,432.52	642.54	82.46	3,157.51
2050	2,588.55	496.59	84.11	3,169.25
2051	2,756.08	341.27	85.79	3,183.15
2052	2,931.83	175.91	87.50	3,195.24
Totals	**$ 41,921.07**	**$ 48,517.33**	**$ 1,998.97**	**$ 92,437.37**

[a] Interest Rate is calculated at 6.00% which is less than 2% above the S&P Municipal Bond High Yield Index, which was 5.35% as of August 19, 2022.

Note: The figures shown above are estimates only and subject to change in annual service plan updates. Changes in administrative expenses, or other available offsets could increase or decrease the amounts shown.

LOT TYPE 10 HOMEBUYER 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 RECORDING[1] RETURN TO:

[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.

_____

_____

_____

_____

_____

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO

HAYS COUNTY, TEXAS

CONCERNING THE FOLLOWING PROPERTY

_____

PROPERTY ADDRESS

LOT TYPE 10 PRINCIPAL ASSESSMENT: $43,335.34

As the purchaser of the real property described above, you are obligated to pay assessments to Hays County, 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 ***La Cima 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 Hays County. The exact amount of each annual installment will be approved each year by the Hays County Commissioners Court in the annual service plan update for the district. More information about the assessments, including the amounts and due dates, may be obtained from Hays County.

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.

[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 10

	Neighborhood Improvement Area #3 - Phase 3			
Installments Due 1/31	Principal	Interest	Administrative Expenses	Annual Installment
2023	$ 1,317.57	$ 1,950.09	$ 50.94	$ 3,318.59
2024	536.53	2,521.07	51.96	3,109.56
2025	570.49	2,488.87	52.99	3,112.36
2026	606.15	2,454.65	54.05	3,114.85
2027	643.50	2,418.28	55.14	3,116.91
2028	684.25	2,379.67	56.24	3,120.16
2029	728.40	2,338.61	57.36	3,124.37
2030	774.24	2,294.91	58.51	3,127.66
2031	823.48	2,248.45	59.68	3,131.61
2032	876.11	2,199.04	60.87	3,136.03
2033	932.14	2,146.48	62.09	3,140.71
2034	991.57	2,090.55	63.33	3,145.45
2035	1,054.39	2,031.05	64.60	3,150.05
2036	1,122.31	1,967.79	65.89	3,155.99
2037	1,193.62	1,900.45	67.21	3,161.28
2038	1,270.02	1,828.84	68.55	3,167.41
2039	1,349.83	1,752.63	69.93	3,172.38
2040	1,436.42	1,671.64	71.32	3,179.39
2041	1,528.10	1,585.46	72.75	3,186.31
2042	1,626.58	1,493.77	74.21	3,194.56
2043	1,730.15	1,396.18	75.69	3,202.02
2044	1,842.21	1,292.37	77.20	3,211.79
2045	1,959.37	1,181.84	78.75	3,219.95
2046	2,086.71	1,064.27	80.32	3,231.31
2047	2,219.15	939.07	81.93	3,240.15
2048	2,361.77	805.92	83.57	3,251.26
2049	2,514.58	664.22	85.24	3,264.04
2050	2,675.88	513.34	86.94	3,276.17
2051	2,849.07	352.79	88.68	3,290.54
2052	3,030.74	181.84	90.46	3,303.04
Totals	**$ 43,335.34**	**$ 50,154.14**	**$ 2,066.41**	**$ 95,555.90**

[a] Interest Rate is calculated at 6.00% which is less than 2% above the S&P Municipal Bond High Yield Index, which was 5.35% as of August 19, 2022.

Note: The figures shown above are estimates only and subject to change in annual service plan updates. Changes in administrative expenses, or other available offsets could increase or decrease the amounts shown.

LOT TYPE 11 HOMEBUYER 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 RECORDING[1] RETURN TO:

_____

_____

_____

_____

_____

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO HAYS COUNTY, TEXAS CONCERNING THE FOLLOWING PROPERTY

_____

PROPERTY ADDRESS

LOT TYPE 11 PRINCIPAL ASSESSMENT: $52,002.41

As the purchaser of the real property described above, you are obligated to pay assessments to Hays County, 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 ***La Cima 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 Hays County. The exact amount of each annual installment will be approved each year by the Hays County Commissioners Court in the annual service plan update for the district. More information about the assessments, including the amounts and due dates, may be obtained from Hays County.

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 11

	Neighborhood Improvement Area #3 - Phase 3			
Installments Due 1/31	Principal	Interest	Administrative Expenses	Annual Installment
2023	$ 1,581.08	$ 2,340.11	$ 61.12	$ 3,982.31
2024	643.84	3,025.28	62.35	3,731.47
2025	684.59	2,986.65	63.59	3,734.83
2026	727.38	2,945.57	64.87	3,737.82
2027	772.20	2,901.93	66.16	3,740.30
2028	821.10	2,855.60	67.49	3,744.19
2029	874.08	2,806.33	68.84	3,749.24
2030	929.09	2,753.89	70.21	3,753.19
2031	988.17	2,698.14	71.62	3,757.93
2032	1,051.34	2,638.85	73.05	3,763.24
2033	1,118.57	2,575.77	74.51	3,768.86
2034	1,189.88	2,508.66	76.00	3,774.54
2035	1,265.27	2,437.27	77.52	3,780.06
2036	1,346.77	2,361.35	79.07	3,787.19
2037	1,432.34	2,280.54	80.65	3,793.54
2038	1,524.03	2,194.60	82.27	3,800.90
2039	1,619.79	2,103.16	83.91	3,806.86
2040	1,723.70	2,005.97	85.59	3,815.26
2041	1,833.73	1,902.55	87.30	3,823.58
2042	1,951.90	1,792.53	89.05	3,833.47
2043	2,076.18	1,675.41	90.83	3,842.43
2044	2,210.66	1,550.84	92.64	3,854.14
2045	2,351.24	1,418.20	94.50	3,863.94
2046	2,504.05	1,277.13	96.39	3,877.57
2047	2,662.98	1,126.89	98.31	3,888.18
2048	2,834.12	967.11	100.28	3,901.51
2049	3,017.50	797.06	102.29	3,916.84
2050	3,211.06	616.01	104.33	3,931.40
2051	3,418.88	423.35	106.42	3,948.64
2052	3,636.89	218.21	108.55	3,963.65
Totals	**$ 52,002.41**	**$ 60,184.97**	**$ 2,479.69**	**$ 114,667.08**

[a] Interest Rate is calculated at 6.00% which is less than 2% above the S&P Municipal Bond High Yield Index, which was 5.35% as of August 19, 2022.

Note: The figures shown above are estimates only and subject to change in annual service plan updates. Changes in administrative expenses, or other available offsets could increase or decrease the amounts shown.

LOT TYPE 12 HOMEBUYER 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 RECORDING[1] RETURN TO:

_____

_____

_____

_____

_____

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO

HAYS COUNTY, TEXAS

CONCERNING THE FOLLOWING PROPERTY

_____

PROPERTY ADDRESS

LOT TYPE 12 PRINCIPAL ASSESSMENT: $65,210.55

As the purchaser of the real property described above, you are obligated to pay assessments to Hays County, 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 ***La Cima 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 Hays County. The exact amount of each annual installment will be approved each year by the Hays County Commissioners Court in the annual service plan update for the district. More information about the assessments, including the amounts and due dates, may be obtained from Hays County.

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 12

	Neighborhood Improvement Area #3 - Phase 4			
Installments Due 1/31	Principal	Interest	Administrative Expenses	Annual Installment
2023	$ 1,982.66	$ 2,934.47	$ 76.65	$ 4,993.78
2024	807.37	3,793.67	78.18	4,679.23
2025	858.47	3,745.23	79.75	4,683.45
2026	912.13	3,693.72	81.34	4,687.19
2027	968.33	3,639.00	82.97	4,690.30
2028	1,029.65	3,580.90	84.63	4,695.18
2029	1,096.08	3,519.12	86.32	4,701.52
2030	1,165.07	3,453.35	88.05	4,706.46
2031	1,239.16	3,383.45	89.81	4,712.42
2032	1,318.37	3,309.10	91.60	4,719.07
2033	1,402.68	3,230.00	93.43	4,726.11
2034	1,492.10	3,145.83	95.30	4,733.24
2035	1,586.64	3,056.31	97.21	4,740.16
2036	1,688.84	2,961.11	99.15	4,749.10
2037	1,796.15	2,859.78	101.14	4,757.06
2038	1,911.12	2,752.01	103.16	4,766.29
2039	2,031.20	2,637.34	105.22	4,773.77
2040	2,161.51	2,515.47	107.33	4,784.31
2041	2,299.47	2,385.78	109.47	4,794.73
2042	2,447.66	2,247.81	111.66	4,807.14
2043	2,603.52	2,100.95	113.90	4,818.37
2044	2,772.14	1,944.74	116.17	4,833.06
2045	2,948.44	1,778.41	118.50	4,845.35
2046	3,140.06	1,601.51	120.87	4,862.44
2047	3,339.35	1,413.10	123.29	4,875.74
2048	3,553.97	1,212.74	125.75	4,892.46
2049	3,783.91	999.51	128.27	4,911.68
2050	4,026.64	772.47	130.83	4,929.94
2051	4,287.24	530.87	133.45	4,951.56
2052	4,560.63	273.64	136.12	4,970.38
Totals	**$ 65,210.55**	**$ 75,471.41**	**$ 3,109.51**	**$ 143,791.47**

[a] Interest Rate is calculated at 6.00% which is less than 2% above the S&P Municipal Bond High Yield Index, which was 5.35% as of August 19, 2022.

Note: The figures shown above are estimates only and subject to change in annual service plan updates. Changes in administrative expenses, or other available offsets could increase or decrease the amounts shown.

LOT TYPE 13 HOMEBUYER 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 RECORDING[1] RETURN TO:

_____

_____

_____

_____

_____

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO HAYS COUNTY, TEXAS CONCERNING THE FOLLOWING PROPERTY

_____

PROPERTY ADDRESS

LOT TYPE 13 PRINCIPAL ASSESSMENT: $74,526.35

As the purchaser of the real property described above, you are obligated to pay assessments to Hays County, 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 ***La Cima 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 Hays County. The exact amount of each annual installment will be approved each year by the Hays County Commissioners Court in the annual service plan update for the district. More information about the assessments, including the amounts and due dates, may be obtained from Hays County.

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 13

	Neighborhood Improvement Area #3 - Phase 4			
Installments Due 1/31	Principal	Interest	Administrative Expenses	Annual Installment
2023	$ 2,265.90	$ 3,353.69	$ 87.60	$ 5,707.18
2024	922.71	4,335.63	89.35	5,347.69
2025	981.11	4,280.26	91.14	5,352.51
2026	1,042.43	4,221.40	92.96	5,356.79
2027	1,106.67	4,158.85	94.82	5,360.34
2028	1,176.75	4,092.45	96.72	5,365.92
2029	1,252.67	4,021.85	98.65	5,373.16
2030	1,331.51	3,946.69	100.62	5,378.82
2031	1,416.18	3,866.80	102.64	5,385.62
2032	1,506.70	3,781.83	104.69	5,393.22
2033	1,603.06	3,691.42	106.78	5,401.27
2034	1,705.26	3,595.24	108.92	5,409.42
2035	1,813.30	3,492.92	111.10	5,417.32
2036	1,930.10	3,384.13	113.32	5,427.54
2037	2,052.74	3,268.32	115.59	5,436.64
2038	2,184.14	3,145.16	117.90	5,447.19
2039	2,321.37	3,014.11	120.25	5,455.74
2040	2,470.29	2,874.83	122.66	5,467.78
2041	2,627.97	2,726.61	125.11	5,479.69
2042	2,797.33	2,568.93	127.62	5,493.87
2043	2,975.45	2,401.09	130.17	5,506.70
2044	3,168.17	2,222.56	132.77	5,523.50
2045	3,369.64	2,032.47	135.43	5,537.54
2046	3,588.64	1,830.29	138.13	5,557.07
2047	3,816.40	1,614.98	140.90	5,572.27
2048	4,061.68	1,385.99	143.72	5,591.38
2049	4,324.47	1,142.29	146.59	5,613.35
2050	4,601.87	882.82	149.52	5,634.21
2051	4,899.71	606.71	152.51	5,658.93
2052	5,212.14	312.73	155.56	5,680.43
Totals	**$ 74,526.35**	**$ 86,253.04**	**$ 3,553.72**	**$ 164,333.11**

[a] Interest Rate is calculated at 6.00% which is less than 2% above the S&P Municipal Bond High Yield Index, which was 5.35% as of August 19, 2022.

Note: The figures shown above are estimates only and subject to change in annual service plan updates. Changes in administrative expenses, or other available offsets could increase or decrease the amounts shown.

PROPERTY ID R143375 BUYER 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 RECORDING[1] RETURN TO:

_____

_____

_____

_____

_____

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO

HAYS COUNTY, TEXAS

CONCERNING THE FOLLOWING PROPERTY

_____

PROPERTY ADDRESS

R143375 PRINCIPAL ASSESSMENT: $1,057,560.90

As the purchaser of the real property described above, you are obligated to pay assessments to Hays County, 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 ***La Cima 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 Hays County. The exact amount of each annual installment will be approved each year by the Hays County Commissioners Court in the annual service plan update for the district. More information about the assessments, including the amounts and due dates, may be obtained from Hays County.

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 - R143375

Non- Residential Tract #1 - Parcel ID R143375 Annual Installments

Installments Due 1/31	Principal	Interest [a]	Administrative Expenses	Prepayment Reserve	Delinquency Reserve	Annual Installment
2023	$ 18,916.67	$ 73,208.98	$ 2,660.15	$ 274.16	$ 5,033.95	$ 100,093.90
2024	$ 20,394.53	$ 72,026.69	$ 2,713.35	$ -	$ 5,213.16	$ 100,347.73
2025	$ 21,872.40	$ 70,752.03	$ 2,767.62	$ -	$ 5,110.80	$ 100,502.84
2026	$ 23,350.26	$ 69,385.00	$ 2,822.97	$ -	$ 5,001.02	$ 100,559.25
2027	$ 24,828.13	$ 67,925.61	$ 2,879.43	$ -	$ 4,883.82	$ 100,516.99
2028	$ 26,601.56	$ 66,373.85	$ 2,937.02	$ -	$ 4,759.20	$ 100,671.64
2029	$ 28,670.57	$ 64,511.74	$ 2,995.76	$ -	$ 4,625.68	$ 100,803.76
2030	$ 30,739.58	$ 62,504.80	$ 3,055.68	$ -	$ 4,481.78	$ 100,781.84
2031	$ 33,104.17	$ 60,353.03	$ 3,116.79	$ -	$ 4,327.49	$ 100,901.48
2032	$ 35,468.75	$ 58,035.74	$ 3,179.13	$ -	$ 4,161.33	$ 100,844.95
2033	$ 38,128.91	$ 55,552.93	$ 3,242.71	$ -	$ 3,983.31	$ 100,907.85
2034	$ 41,084.64	$ 52,883.91	$ 3,307.56	$ -	$ 3,791.93	$ 101,068.04
2035	$ 44,040.36	$ 50,007.98	$ 3,373.71	$ -	$ 3,585.72	$ 101,007.78
2036	$ 47,291.67	$ 46,925.16	$ 3,441.19	$ -	$ 3,364.67	$ 101,022.68
2037	$ 50,838.54	$ 43,614.74	$ 3,510.01	$ -	$ 3,127.30	$ 101,090.60
2038	$ 54,680.99	$ 40,056.04	$ 3,580.21	$ -	$ 2,872.13	$ 101,189.38
2039	$ 58,819.01	$ 36,228.37	$ 3,651.82	$ -	$ 2,597.68	$ 101,296.88
2040	$ 63,252.60	$ 32,111.04	$ 3,724.85	$ -	$ 2,302.46	$ 101,390.95
2041	$ 67,981.77	$ 27,683.36	$ 3,799.35	$ -	$ 1,984.98	$ 101,449.46
2042	$ 73,302.08	$ 22,924.64	$ 3,875.34	$ -	$ 1,643.76	$ 101,745.82
2043	$ 78,622.40	$ 17,793.49	$ 3,952.84	$ -	$ 1,275.85	$ 101,644.57
2044	$ 84,533.85	$ 12,289.92	$ 4,031.90	$ -	$ 881.22	$ 101,736.90
2045	$ 91,036.46	$ 6,372.55	$ 4,112.54	$ -	$ 456.93	$ 4,569.47
Totals	**$ 1,057,559.90**	**$ 1,109,521.61**	**$ 76,731.96**	**$ 274.16**	**$ 79,466.16**	**$ 2,226,144.78**

[a] Interest is calculated based on the actual interest rate of the Major Improvement Area Bonds.

Note: The figures shown above are estimates only and subject to change in annual service plan updates. Changes in administrative expenses, or other available offsets could increase or decrease the amounts shown.

PROPERTY ID R143374 BUYER 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 RECORDING[1] RETURN TO:

_____

_____

_____

_____

_____

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO

HAYS COUNTY, TEXAS

CONCERNING THE FOLLOWING PROPERTY

_____

PROPERTY ADDRESS

R143374 PRINCIPAL ASSESSMENT: $824,617.19

As the purchaser of the real property described above, you are obligated to pay assessments to Hays County, 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 ***La Cima 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 Hays County. The exact amount of each annual installment will be approved each year by the Hays County Commissioners Court in the annual service plan update for the district. More information about the assessments, including the amounts and due dates, may be obtained from Hays County.

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 - R143374

Non- Residential Tract #2 - Parcel ID R143374 Annual Installments

Installments Due 1/31	Principal	Interest [a]	Administrative Expenses	Prepayment Reserve	Delinquency Reserve	Annual Installment
2023	$ 14,750.00	$ 57,083.65	$ 2,074.21	$ 213.77	$ 3,925.15	$ 78,046.78
2024	$ 15,902.34	$ 56,161.78	$ 2,115.70	$ -	$ 4,064.88	$ 78,244.70
2025	$ 17,054.69	$ 55,167.88	$ 2,158.01	$ -	$ 3,985.07	$ 78,365.65
2026	$ 18,207.03	$ 54,101.96	$ 2,201.17	$ -	$ 3,899.47	$ 78,409.63
2027	$ 19,359.38	$ 52,964.02	$ 2,245.19	$ -	$ 3,808.08	$ 78,376.67
2028	$ 20,742.19	$ 51,754.06	$ 2,290.10	$ -	$ 3,710.91	$ 78,497.26
2029	$ 22,355.47	$ 50,302.11	$ 2,335.90	$ -	$ 3,606.80	$ 78,600.28
2030	$ 23,968.75	$ 48,737.23	$ 2,382.62	$ -	$ 3,494.60	$ 78,583.19
2031	$ 25,812.50	$ 47,059.41	$ 2,430.27	$ -	$ 3,374.29	$ 78,676.48
2032	$ 27,656.25	$ 45,252.54	$ 2,478.88	$ -	$ 3,244.74	$ 78,632.40
2033	$ 29,730.47	$ 43,316.60	$ 2,528.45	$ -	$ 3,105.92	$ 78,681.45
2034	$ 32,035.16	$ 41,235.47	$ 2,579.02	$ -	$ 2,956.70	$ 78,806.35
2035	$ 34,339.84	$ 38,993.01	$ 2,630.60	$ -	$ 2,795.91	$ 78,759.36
2036	$ 36,875.00	$ 36,589.22	$ 2,683.21	$ -	$ 2,623.55	$ 78,770.98
2037	$ 39,640.63	$ 34,007.97	$ 2,736.88	$ -	$ 2,438.47	$ 78,823.94
2038	$ 42,636.72	$ 31,233.13	$ 2,791.62	$ -	$ 2,239.50	$ 78,900.96
2039	$ 45,863.28	$ 28,248.55	$ 2,847.45	$ -	$ 2,025.50	$ 78,984.79
2040	$ 49,320.31	$ 25,038.13	$ 2,904.40	$ -	$ 1,795.30	$ 79,058.14
2041	$ 53,007.81	$ 21,585.70	$ 2,962.49	$ -	$ 1,547.76	$ 79,103.76
2042	$ 57,156.25	$ 17,875.16	$ 3,021.74	$ -	$ 1,281.70	$ 79,334.84
2043	$ 61,304.69	$ 13,874.22	$ 3,082.17	$ -	$ 994.82	$ 79,255.90
2044	$ 65,914.06	$ 9,582.89	$ 3,143.81	$ -	$ 687.12	$ 79,327.89
2045	$ 70,984.38	$ 4,968.91	$ 3,206.69	$ -	$ 356.28	$ 3,562.97
Totals	**$ 824,617.19**	**$ 865,133.59**	**$ 59,830.58**	**$ 213.77**	**$ 61,962.53**	**$ 1,735,804.39**

[a] Interest is calculated based on the actual interest rate of the Major Improvement Area Bonds.

Note: The figures shown above are estimates only and subject to change in annual service plan updates. Changes in administrative expenses, or other available offsets could increase or decrease the amounts shown.

PROPERTY ID R143373 BUYER 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 RECORDING[1] RETURN TO:

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_____

_____

_____

_____

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO

HAYS COUNTY, TEXAS

CONCERNING THE FOLLOWING PROPERTY

_____

PROPERTY ADDRESS

R143373 PRINCIPAL ASSESSMENT: $1,127,442.71

As the purchaser of the real property described above, you are obligated to pay assessments to Hays County, 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 ***La Cima 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 Hays County. The exact amount of each annual installment will be approved each year by the Hays County Commissioners Court in the annual service plan update for the district. More information about the assessments, including the amounts and due dates, may be obtained from Hays County.

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 - R143373

Non- Residential Tract #3 - Parcel ID R143373 Annual Installments

Installments Due 1/31	Principal	Interest [a]	Administrative Expenses	Prepayment Reserve	Delinquency Reserve	Annual Installment
2023	$ 20,166.67	$ 78,046.58	$ 2,835.93	$ 292.27	$ 5,366.59	$ 106,708.03
2024	$ 21,742.19	$ 76,786.16	$ 2,892.65	$ -	$ 5,557.64	$ 106,978.63
2025	$ 23,317.71	$ 75,427.27	$ 2,950.50	$ -	$ 5,448.51	$ 107,143.99
2026	$ 24,893.23	$ 73,969.92	$ 3,009.51	$ -	$ 5,331.48	$ 107,204.13
2027	$ 26,468.75	$ 72,414.09	$ 3,069.70	$ -	$ 5,206.53	$ 107,159.07
2028	$ 28,359.38	$ 70,759.79	$ 3,131.10	$ -	$ 5,073.68	$ 107,323.94
2029	$ 30,565.10	$ 68,774.64	$ 3,193.72	$ -	$ 4,931.34	$ 107,464.79
2030	$ 32,770.83	$ 66,635.08	$ 3,257.59	$ -	$ 4,777.93	$ 107,441.43
2031	$ 35,291.67	$ 64,341.12	$ 3,322.74	$ -	$ 4,613.44	$ 107,568.97
2032	$ 37,812.50	$ 61,870.70	$ 3,389.20	$ -	$ 4,436.31	$ 107,508.71
2033	$ 40,648.44	$ 59,223.83	$ 3,456.98	$ -	$ 4,246.52	$ 107,575.77
2034	$ 43,799.48	$ 56,378.44	$ 3,526.12	$ -	$ 4,042.50	$ 107,746.53
2035	$ 46,950.52	$ 53,312.47	$ 3,596.64	$ -	$ 3,822.66	$ 107,682.30
2036	$ 50,416.67	$ 50,025.94	$ 3,668.58	$ -	$ 3,587.00	$ 107,698.18
2037	$ 54,197.92	$ 46,496.77	$ 3,741.95	$ -	$ 3,333.95	$ 107,770.59
2038	$ 58,294.27	$ 42,702.92	$ 3,816.79	$ -	$ 3,061.92	$ 107,875.90
2039	$ 62,705.73	$ 38,622.32	$ 3,893.12	$ -	$ 2,769.33	$ 107,990.50
2040	$ 67,432.29	$ 34,232.92	$ 3,970.99	$ -	$ 2,454.60	$ 108,090.79
2041	$ 72,473.96	$ 29,512.66	$ 4,050.41	$ -	$ 2,116.14	$ 108,153.16
2042	$ 78,145.83	$ 24,439.48	$ 4,131.41	$ -	$ 1,752.38	$ 108,469.11
2043	$ 83,817.71	$ 18,969.27	$ 4,214.04	$ -	$ 1,360.15	$ 108,361.17
2044	$ 90,119.79	$ 13,102.03	$ 4,298.32	$ -	$ 939.45	$ 108,459.60
2045	$ 97,052.08	$ 6,793.65	$ 4,384.29	$ -	$ 487.12	$ 4,472.65
Totals	**$ 1,127,442.71**	**$ 1,182,838.02**	**$ 81,802.28**	**$ 292.27**	**$ 84,717.16**	**$ 2,372,847.95**

[a] Interest is calculated based on the actual interest rate of the Major Improvement Area Bonds.

PROPERTY ID R143372 BUYER 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 RECORDING[1] RETURN TO:

_____

_____

_____

_____

_____

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO

HAYS COUNTY, TEXAS

CONCERNING THE FOLLOWING PROPERTY

_____

PROPERTY ADDRESS

R143372 PRINCIPAL ASSESSMENT: $1,164,713.54

As the purchaser of the real property described above, you are obligated to pay assessments to Hays County, 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 ***La Cima 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 Hays County. The exact amount of each annual installment will be approved each year by the Hays County Commissioners Court in the annual service plan update for the district. More information about the assessments, including the amounts and due dates, may be obtained from Hays County.

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 - R143372

Non- Residential Tract #4 - Parcel ID R143372 Annual Installments

Installments Due 1/31	Principal	Interest [a]	Administrative Expenses	Prepayment Reserve	Delinquency Reserve	Annual Installment
2023	$ 20,833.33	$ 80,626.63	$ 2,929.68	$ 301.94	$ 5,543.99	$ 110,235.57
2024	$ 22,460.94	$ 79,324.54	$ 2,988.27	$ -	$ 5,741.36	$ 110,515.12
2025	$ 24,088.54	$ 77,920.74	$ 3,048.04	$ -	$ 5,628.63	$ 110,685.94
2026	$ 25,716.15	$ 76,415.20	$ 3,109.00	$ -	$ 5,507.72	$ 110,748.07
2027	$ 27,343.75	$ 74,807.94	$ 3,171.18	$ -	$ 5,378.65	$ 110,701.52
2028	$ 29,296.88	$ 73,098.96	$ 3,234.60	$ -	$ 5,241.40	$ 110,871.84
2029	$ 31,575.52	$ 71,048.18	$ 3,299.29	$ -	$ 5,094.36	$ 111,017.35
2030	$ 33,854.17	$ 68,837.89	$ 3,365.28	$ -	$ 4,935.87	$ 110,993.21
2031	$ 36,458.33	$ 66,468.10	$ 3,432.59	$ -	$ 4,765.95	$ 111,124.97
2032	$ 39,062.50	$ 63,916.02	$ 3,501.24	$ -	$ 4,582.96	$ 111,062.71
2033	$ 41,992.19	$ 61,181.64	$ 3,571.26	$ -	$ 4,386.90	$ 111,131.99
2034	$ 45,247.40	$ 58,242.19	$ 3,642.69	$ -	$ 4,176.13	$ 111,308.40
2035	$ 48,502.60	$ 55,074.87	$ 3,715.54	$ -	$ 3,949.03	$ 111,242.04
2036	$ 52,083.33	$ 51,679.69	$ 3,789.85	$ -	$ 3,705.58	$ 111,258.46
2037	$ 55,989.58	$ 48,033.85	$ 3,865.65	$ -	$ 3,444.16	$ 111,333.25
2038	$ 60,221.35	$ 44,114.58	$ 3,942.96	$ -	$ 3,163.14	$ 111,442.04
2039	$ 64,778.65	$ 39,899.09	$ 4,021.82	$ -	$ 2,860.88	$ 111,560.44
2040	$ 69,661.46	$ 35,364.58	$ 4,102.26	$ -	$ 2,535.74	$ 111,664.04
2041	$ 74,869.79	$ 30,488.28	$ 4,184.30	$ -	$ 2,186.10	$ 111,728.47
2042	$ 80,729.17	$ 25,247.40	$ 4,267.99	$ -	$ 1,810.31	$ 112,054.86
2043	$ 86,588.54	$ 19,596.35	$ 4,353.35	$ -	$ 1,405.11	$ 111,943.36
2044	$ 93,098.96	$ 13,535.16	$ 4,440.42	$ -	$ 970.51	$ 112,045.04
2045	$ 100,260.42	$ 7,018.23	$ 4,529.22	$ -	$ 503.23	$ 4,620.50
Totals	**$ 1,164,713.54**	**$ 1,221,940.10**	**$ 84,506.50**	**$ 301.94**	**$ 87,517.73**	**$ 2,451,289.21**

[a] Interest is calculated based on the actual interest rate of the Major Improvement Area Bonds.

Note: The figures shown above are estimates only and subject to change in annual service plan updates. Changes in administrative expenses, or other available offsets could increase or decrease the amounts shown.

PROPERTY ID R143371 BUYER 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 RECORDING[1] RETURN TO:

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_____

_____

_____

_____

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO

HAYS COUNTY, TEXAS

CONCERNING THE FOLLOWING PROPERTY

_____

PROPERTY ADDRESS

R143371 PRINCIPAL ASSESSMENT: $521,791.67

As the purchaser of the real property described above, you are obligated to pay assessments to Hays County, 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 ***La Cima 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 Hays County. The exact amount of each annual installment will be approved each year by the Hays County Commissioners Court in the annual service plan update for the district. More information about the assessments, including the amounts and due dates, may be obtained from Hays County.

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 - R143371

Non- Residential Tract #5 - Parcel ID R143371 Annual Installments

Installments Due 1/31	Principal	Interest [a]	Administrative Expenses	Prepayment Reserve	Delinquency Reserve	Annual Installment
2023	$ 9,333.33	$ 36,120.73	$ 1,312.50	$ 135.27	$ 2,483.71	$ 49,385.53
2024	$ 10,062.50	$ 35,537.40	$ 1,338.75	$ -	$ 2,572.13	$ 49,510.77
2025	$ 10,791.67	$ 34,908.49	$ 1,365.52	$ -	$ 2,521.62	$ 49,587.30
2026	$ 11,520.83	$ 34,234.01	$ 1,392.83	$ -	$ 2,467.46	$ 49,615.13
2027	$ 12,250.00	$ 33,513.96	$ 1,420.69	$ -	$ 2,409.63	$ 49,594.28
2028	$ 13,125.00	$ 32,748.33	$ 1,449.10	$ -	$ 2,348.15	$ 49,670.58
2029	$ 14,145.83	$ 31,829.58	$ 1,478.08	$ -	$ 2,282.27	$ 49,735.77
2030	$ 15,166.67	$ 30,839.38	$ 1,507.64	$ -	$ 2,211.27	$ 49,724.96
2031	$ 16,333.33	$ 29,777.71	$ 1,537.80	$ -	$ 2,135.15	$ 49,783.98
2032	$ 17,500.00	$ 28,634.38	$ 1,568.55	$ -	$ 2,053.16	$ 49,756.09
2033	$ 18,812.50	$ 27,409.38	$ 1,599.92	$ -	$ 1,965.33	$ 49,787.13
2034	$ 20,270.83	$ 26,092.50	$ 1,631.92	$ -	$ 1,870.91	$ 49,866.16
2035	$ 21,729.17	$ 24,673.54	$ 1,664.56	$ -	$ 1,769.16	$ 49,836.43
2036	$ 23,333.33	$ 23,152.50	$ 1,697.85	$ -	$ 1,660.10	$ 49,843.79
2037	$ 25,083.33	$ 21,519.17	$ 1,731.81	$ -	$ 1,542.98	$ 49,877.29
2038	$ 26,979.17	$ 19,763.33	$ 1,766.45	$ -	$ 1,417.09	$ 49,926.03
2039	$ 29,020.83	$ 17,874.79	$ 1,801.77	$ -	$ 1,281.67	$ 49,979.07
2040	$ 31,208.33	$ 15,843.33	$ 1,837.81	$ -	$ 1,136.01	$ 50,025.49
2041	$ 33,541.67	$ 13,658.75	$ 1,874.57	$ -	$ 979.37	$ 50,054.35
2042	$ 36,166.67	$ 11,310.83	$ 1,912.06	$ -	$ 811.02	$ 50,200.58
2043	$ 38,791.67	$ 8,779.17	$ 1,950.30	$ -	$ 629.49	$ 50,150.62
2044	$ 41,708.33	$ 6,063.75	$ 1,989.30	$ -	$ 434.79	$ 50,196.18
2045	$ 44,916.67	$ 3,144.17	$ 2,029.09	$ -	$ 225.45	$ 2,070.02
Totals	**$ 521,791.67**	**$ 547,429.17**	**$ 37,858.88**	**$ 135.27**	**$ 39,207.91**	**$ 1,098,177.54**

[a] Interest is calculated based on the actual interest rate of the Major Improvement Area Bonds.

Note: The figures shown above are estimates only and subject to change in annual service plan updates. Changes in administrative expenses, or other available offsets could increase or decrease the amounts shown.

PROPERTY ID R143364 BUYER 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 RECORDING[1] RETURN TO:

_____

_____

_____

_____

_____

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO

HAYS COUNTY, TEXAS

CONCERNING THE FOLLOWING PROPERTY

_____

PROPERTY ADDRESS

R143364 PRINCIPAL ASSESSMENT: $478,305.26

As the purchaser of the real property described above, you are obligated to pay assessments to Hays County, 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 ***La Cima 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 Hays County. The exact amount of each annual installment will be approved each year by the Hays County Commissioners Court in the annual service plan update for the district. More information about the assessments, including the amounts and due dates, may be obtained from Hays County.

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 - R143364

Residential Tract #7E - Parcel ID R143364 Annual Installments

Installments Due 1/31	Principal	Interest [a]	Administrative Expenses	Prepayment Reserve	Delinquency Reserve	Annual Installment
2023	$ 8,555.49	$ 33,110.41	$ 1,203.11	$ 123.99	$ 2,276.71	$ 45,269.72
2024	$ 9,223.89	$ 32,575.69	$ 1,227.17	$ -	$ 2,357.77	$ 45,384.52
2025	$ 9,892.28	$ 31,999.20	$ 1,251.72	$ -	$ 2,311.47	$ 45,454.67
2026	$ 10,560.68	$ 31,380.93	$ 1,276.75	$ -	$ 2,261.82	$ 45,480.18
2027	$ 11,229.08	$ 30,720.89	$ 1,302.29	$ -	$ 2,208.81	$ 45,461.06
2028	$ 12,031.16	$ 30,019.07	$ 1,328.33	$ -	$ 2,152.45	$ 45,531.01
2029	$ 12,966.91	$ 29,176.89	$ 1,354.90	$ -	$ 2,092.07	$ 45,590.76
2030	$ 13,902.67	$ 28,269.20	$ 1,382.00	$ -	$ 2,026.98	$ 45,580.85
2031	$ 14,972.10	$ 27,296.02	$ 1,409.64	$ -	$ 1,957.20	$ 45,634.96
2032	$ 16,041.54	$ 26,247.97	$ 1,437.83	$ -	$ 1,882.05	$ 45,609.39
2033	$ 17,244.66	$ 25,125.06	$ 1,466.59	$ -	$ 1,801.54	$ 45,637.84
2034	$ 18,581.45	$ 23,917.94	$ 1,495.92	$ -	$ 1,714.98	$ 45,710.29
2035	$ 19,918.25	$ 22,617.24	$ 1,525.84	$ -	$ 1,621.72	$ 45,683.04
2036	$ 21,388.72	$ 21,222.96	$ 1,556.35	$ -	$ 1,521.75	$ 45,689.78
2037	$ 22,992.87	$ 19,725.75	$ 1,587.48	$ -	$ 1,414.39	$ 45,720.49
2038	$ 24,730.71	$ 18,116.25	$ 1,619.23	$ -	$ 1,298.99	$ 45,765.17
2039	$ 26,602.22	$ 16,385.10	$ 1,651.61	$ -	$ 1,174.86	$ 45,813.79
2040	$ 28,607.41	$ 14,522.94	$ 1,684.65	$ -	$ 1,041.34	$ 45,856.34
2041	$ 30,746.29	$ 12,520.42	$ 1,718.34	$ -	$ 897.75	$ 45,882.80
2042	$ 33,152.52	$ 10,368.18	$ 1,752.71	$ -	$ 743.43	$ 46,016.83
2043	$ 35,558.75	$ 8,047.51	$ 1,787.76	$ -	$ 577.03	$ 45,971.04
2044	$ 38,232.34	$ 5,558.39	$ 1,823.52	$ -	$ 398.55	$ 46,012.80
2045	$ 41,173.29	$ 2,882.13	$ 1,859.99	$ -	$ 206.66	$ 1,897.49
Totals	**$ 478,305.26**	**$ 501,806.12**	**$ 34,703.71**	**$ 123.99**	**$ 35,940.31**	**$ 1,006,654.82**

[a] Interest is calculated based on the actual interest rate of the Major Improvement Area Bonds.

Note: The figures shown above are estimates only and subject to change in annual service plan updates. Changes in administrative expenses, or other available offsets could increase or decrease the amounts shown.

PROPERTY ID R13142 BUYER 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 RECORDING[1] RETURN TO:

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_____

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NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO

HAYS COUNTY, TEXAS

CONCERNING THE FOLLOWING PROPERTY

_____

PROPERTY ADDRESS

R13142 PRINCIPAL ASSESSMENT: $3,481,720.78

As the purchaser of the real property described above, you are obligated to pay assessments to Hays County, 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 ***La Cima 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 Hays County. The exact amount of each annual installment will be approved each year by the Hays County Commissioners Court in the annual service plan update for the district. More information about the assessments, including the amounts and due dates, may be obtained from Hays County.

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 - R13142

Residential Tract #7W - Parcel ID R13142 Annual Installments

Installments Due 1/31	Principal	Interest [a]	Administrative Expenses	Prepayment Reserve	Delinquency Reserve	Annual Installment
2023	$ 62,278	$ 241,020	$ 8,758.38	$ 902.65	$ 16,573.97	$ 329,533
2024	$ 67,143	$ 237,128	$ 8,933.55	$ -	$ 17,164.02	$ 330,369
2025	$ 72,009	$ 232,931	$ 9,112.22	$ -	$ 16,826.99	$ 330,879
2026	$ 76,874	$ 228,431	$ 9,294.47	$ -	$ 16,465.54	$ 331,065
2027	$ 81,740	$ 223,626	$ 9,480.36	$ -	$ 16,079.66	$ 330,926
2028	$ 87,578	$ 218,517	$ 9,669.96	$ -	$ 15,669.37	$ 331,435
2029	$ 94,390	$ 212,387	$ 9,863.36	$ -	$ 15,229.77	$ 331,870
2030	$ 101,201	$ 205,780	$ 10,060.63	$ -	$ 14,755.97	$ 331,798
2031	$ 108,986	$ 198,696	$ 10,261.84	$ -	$ 14,247.99	$ 332,192
2032	$ 116,771	$ 191,066	$ 10,467.08	$ -	$ 13,700.93	$ 332,005
2033	$ 125,529	$ 182,893	$ 10,676.42	$ -	$ 13,114.79	$ 332,213
2034	$ 135,260	$ 174,106	$ 10,889.95	$ -	$ 12,484.70	$ 332,740
2035	$ 144,991	$ 164,637	$ 11,107.75	$ -	$ 11,805.76	$ 332,541
2036	$ 155,695	$ 154,488	$ 11,329.90	$ -	$ 11,077.97	$ 332,590
2037	$ 167,372	$ 143,589	$ 11,556.50	$ -	$ 10,296.46	$ 332,814
2038	$ 180,022	$ 131,873	$ 11,787.63	$ -	$ 9,456.33	$ 333,139
2039	$ 193,645	$ 119,272	$ 12,023.38	$ -	$ 8,552.70	$ 333,493
2040	$ 208,242	$ 105,717	$ 12,263.85	$ -	$ 7,580.69	$ 333,803
2041	$ 223,811	$ 91,140	$ 12,509.13	$ -	$ 6,535.42	$ 333,995
2042	$ 241,327	$ 75,473	$ 12,759.31	$ -	$ 5,411.99	$ 334,971
2043	$ 258,842	$ 58,580	$ 13,014.50	$ -	$ 4,200.64	$ 334,638
2044	$ 278,304	$ 40,461	$ 13,274.79	$ -	$ 2,901.37	$ 334,941
2045	$ 299,712	$ 20,980	$ 13,540.28	$ -	$ 1,504.42	$ 13,792
Totals	**$ 3,481,720.78**	**$ 3,652,790.24**	**$ 252,635.25**	**$ 902.65**	**$ 261,637.44**	**$ 7,327,741.38**

[a] Interest is calculated based on the actual interest rate of the Major Improvement Area Bonds.

Note: The figures shown above are estimates only and subject to change in annual service plan updates. Changes in administrative expenses, or other available offsets could increase or decrease the amounts shown.

PROPERTY ID R143365 BUYER 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 RECORDING[1] RETURN TO:

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NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO

HAYS COUNTY, TEXAS

CONCERNING THE FOLLOWING PROPERTY

_____

PROPERTY ADDRESS

R143365 PRINCIPAL ASSESSMENT: $875,864.58

As the purchaser of the real property described above, you are obligated to pay assessments to Hays County, 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 ***La Cima 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 Hays County. The exact amount of each annual installment will be approved each year by the Hays County Commissioners Court in the annual service plan update for the district. More information about the assessments, including the amounts and due dates, may be obtained from Hays County.

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 - R143365

Residential Tract #8 - Parcel ID R143365 Annual Installments

Installments Due 1/31	Principal	Interest [a]	Administrative Expenses	Prepayment Reserve	Delinquency Reserve	Annual Installment
2023	$ 15,666.67	$ 60,631.22	$ 2,203.12	$ 227.06	$ 4,169.08	$ 82,897.15
2024	$ 16,890.63	$ 59,652.06	$ 2,247.18	$ -	$ 4,317.51	$ 83,107.37
2025	$ 18,114.58	$ 58,596.39	$ 2,292.13	$ -	$ 4,232.73	$ 83,235.83
2026	$ 19,338.54	$ 57,464.23	$ 2,337.97	$ -	$ 4,141.81	$ 83,282.55
2027	$ 20,562.50	$ 56,255.57	$ 2,384.73	$ -	$ 4,044.74	$ 83,247.54
2028	$ 22,031.25	$ 54,970.42	$ 2,432.42	$ -	$ 3,941.54	$ 83,375.63
2029	$ 23,744.79	$ 53,428.23	$ 2,481.07	$ -	$ 3,830.96	$ 83,485.05
2030	$ 25,458.33	$ 51,766.09	$ 2,530.69	$ -	$ 3,711.78	$ 83,466.90
2031	$ 27,416.67	$ 49,984.01	$ 2,581.31	$ -	$ 3,584.00	$ 83,565.98
2032	$ 29,375.00	$ 48,064.84	$ 2,632.93	$ -	$ 3,446.39	$ 83,519.16
2033	$ 31,578.13	$ 46,008.59	$ 2,685.59	$ -	$ 3,298.95	$ 83,571.26
2034	$ 34,026.04	$ 43,798.13	$ 2,739.30	$ -	$ 3,140.45	$ 83,703.92
2035	$ 36,473.96	$ 41,416.30	$ 2,794.09	$ -	$ 2,969.67	$ 83,654.02
2036	$ 39,166.67	$ 38,863.13	$ 2,849.97	$ -	$ 2,786.60	$ 83,666.36
2037	$ 42,104.17	$ 36,121.46	$ 2,906.97	$ -	$ 2,590.01	$ 83,722.61
2038	$ 45,286.46	$ 33,174.17	$ 2,965.11	$ -	$ 2,378.68	$ 83,804.42
2039	$ 48,713.54	$ 30,004.11	$ 3,024.41	$ -	$ 2,151.38	$ 83,893.45
2040	$ 52,385.42	$ 26,594.17	$ 3,084.90	$ -	$ 1,906.88	$ 83,971.36
2041	$ 56,302.08	$ 22,927.19	$ 3,146.60	$ -	$ 1,643.95	$ 84,019.81
2042	$ 60,708.33	$ 18,986.04	$ 3,209.53	$ -	$ 1,361.35	$ 84,265.26
2043	$ 65,114.58	$ 14,736.46	$ 3,273.72	$ -	$ 1,056.65	$ 84,181.41
2044	$ 70,010.42	$ 10,178.44	$ 3,339.19	$ -	$ 729.82	$ 84,257.87
2045	$ 75,395.83	$ 5,277.71	$ 3,405.98	$ -	$ 378.43	$ 3,474.60
Totals	**$ 875,864.58**	**$ 918,898.96**	**$ 63,548.90**	**$ 227.06**	**$ 65,813.35**	**$ 1,843,369.49**

[a] Interest is calculated based on the actual interest rate of the Major Improvement Area Bonds.

Note: The figures shown above are estimates only and subject to change in annual service plan updates. Changes in administrative expenses, or other available offsets could increase or decrease the amounts shown.

PROPERTY ID R18169 BUYER 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 RECORDING[1] RETURN TO:

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_____

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO

HAYS COUNTY, TEXAS

CONCERNING THE FOLLOWING PROPERTY

_____

PROPERTY ADDRESS

R18169 PRINCIPAL ASSESSMENT: $301,622.81

As the purchaser of the real property described above, you are obligated to pay assessments to Hays County, 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 ***La Cima 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 Hays County. The exact amount of each annual installment will be approved each year by the Hays County Commissioners Court in the annual service plan update for the district. More information about the assessments, including the amounts and due dates, may be obtained from Hays County.

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 - R18169

Residential Tract #5 - Parcel ID R18169 Annual Installments

Installments Due 1/31	Principal	Interest [a]	Administrative Expenses	Prepayment Reserve	Delinquency Reserve	Annual Installment
2023	$ 5,395.15	$ 20,879.67	$ 758.69	$ 78.19	$ 1,435.72	$ 28,547.42
2024	5,816.65	20,542.47	$ 773.87	$ -	$ 1,486.83	28,619.81
2025	6,238.15	20,178.93	$ 789.34	$ -	$ 1,457.63	28,664.05
2026	6,659.64	19,789.04	$ 805.13	$ -	$ 1,426.32	28,680.14
2027	7,081.14	19,372.82	$ 821.23	$ -	$ 1,392.90	28,668.09
2028	7,586.93	18,930.25	$ 837.66	$ -	$ 1,357.35	28,712.19
2029	8,177.03	18,399.16	$ 854.41	$ -	$ 1,319.27	28,749.87
2030	8,767.12	17,826.77	$ 871.50	$ -	$ 1,278.23	28,743.62
2031	9,441.52	17,213.07	$ 888.93	$ -	$ 1,234.23	28,777.75
2032	10,115.91	16,552.16	$ 906.71	$ -	$ 1,186.84	28,761.62
2033	10,874.61	15,844.05	$ 924.84	$ -	$ 1,136.07	28,779.56
2034	11,717.60	15,082.83	$ 943.34	$ -	$ 1,081.48	28,825.25
2035	12,560.59	14,262.59	$ 962.21	$ -	$ 1,022.67	28,808.06
2036	13,487.88	13,383.35	$ 981.45	$ -	$ 959.63	28,812.31
2037	14,499.48	12,439.20	$ 1,001.08	$ -	$ 891.93	28,831.68
2038	15,595.37	11,424.24	$ 1,021.10	$ -	$ 819.15	28,859.86
2039	16,775.56	10,332.56	$ 1,041.52	$ -	$ 740.88	28,890.52
2040	18,040.04	9,158.27	$ 1,062.35	$ -	$ 656.68	28,917.35
2041	19,388.83	7,895.47	$ 1,083.60	$ -	$ 566.13	28,934.03
2042	20,906.22	6,538.25	$ 1,105.27	$ -	$ 468.81	29,018.56
2043	22,423.61	5,074.82	$ 1,127.38	$ -	$ 363.88	28,989.68
2044	24,109.59	3,505.16	$ 1,149.92	$ -	$ 251.33	29,016.01
2045	25,964.18	1,817.49	$ 1,172.92	$ -	$ 130.32	1,196.52
Totals	**$ 301,622.81**	**$ 316,442.62**	**$ 21,884.46**	**$ 78.19**	**$ 22,664.27**	**$ 634,803.96**

[a] Interest is calculated based on the actual interest rate of the Major Improvement Area Bonds.

Note: The figures shown above are estimates only and subject to change in annual service plan updates. Changes in administrative expenses, or other available offsets could increase or decrease the amounts shown.

PROPERTY ID R19065 BUYER 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 RECORDING[1] RETURN TO:

_____

_____

_____

_____

_____

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO

HAYS COUNTY, TEXAS

CONCERNING THE FOLLOWING PROPERTY

_____

PROPERTY ADDRESS

R19065 PRINCIPAL ASSESSMENT: $911,485.76

As the purchaser of the real property described above, you are obligated to pay assessments to Hays County, 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 ***La Cima 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 Hays County. The exact amount of each annual installment will be approved each year by the Hays County Commissioners Court in the annual service plan update for the district. More information about the assessments, including the amounts and due dates, may be obtained from Hays County.

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 - R19065

Residential Tract #6 - Parcel ID R19065 Annual Installments

Installments Due 1/31	Principal	Interest [a]	Administrative Expenses	Prepayment Reserve	Delinquency Reserve	Annual Installment
2023	$ 16,303.83	$ 63,097.08	$ 2,292.72	$ 236.29	$ 4,338.64	$ 86,268.56
2024	17,577.56	62,078.09	$ 2,338.57	$ -	$ 4,493.10	86,487.32
2025	18,851.30	60,979.49	$ 2,385.35	$ -	$ 4,404.87	86,621.01
2026	20,125.03	59,801.29	$ 2,433.05	$ -	$ 4,310.25	86,669.63
2027	21,398.77	58,543.47	$ 2,481.71	$ -	$ 4,209.24	86,633.20
2028	22,927.25	57,206.05	$ 2,531.35	$ -	$ 4,101.84	86,766.49
2029	24,710.49	55,601.14	$ 2,581.97	$ -	$ 3,986.76	86,880.36
2030	26,493.72	53,871.41	$ 2,633.61	$ -	$ 3,862.73	86,861.47
2031	28,531.70	52,016.85	$ 2,686.29	$ -	$ 3,729.76	86,964.59
2032	30,569.67	50,019.63	$ 2,740.01	$ -	$ 3,586.55	86,915.86
2033	32,862.40	47,879.75	$ 2,794.81	$ -	$ 3,433.12	86,970.08
2034	35,409.87	45,579.38	$ 2,850.71	$ -	$ 3,268.17	87,108.14
2035	37,957.34	43,100.69	$ 2,907.72	$ -	$ 3,090.44	87,056.20
2036	40,759.56	40,443.68	$ 2,965.88	$ -	$ 2,899.93	87,069.05
2037	43,816.53	37,590.51	$ 3,025.19	$ -	$ 2,695.35	87,127.58
2038	47,128.25	34,523.35	$ 3,085.70	$ -	$ 2,475.42	87,212.72
2039	50,694.71	31,224.37	$ 3,147.41	$ -	$ 2,238.88	87,305.37
2040	54,515.92	27,675.74	$ 3,210.36	$ -	$ 1,984.43	87,386.45
2041	58,591.87	23,859.63	$ 3,274.57	$ -	$ 1,710.80	87,436.88
2042	63,177.32	19,758.20	$ 3,340.06	$ -	$ 1,416.72	87,692.30
2043	67,762.78	15,335.79	$ 3,406.86	$ -	$ 1,099.62	87,605.04
2044	72,857.72	10,592.39	$ 3,475.00	$ -	$ 759.50	87,684.62
2045	78,462.16	5,492.35	$ 3,544.50	$ -	$ 393.82	3,615.91
Totals	**$ 911,485.76**	**$ 956,270.33**	**$ 66,133.41**	**$ 236.29**	**$ 68,489.96**	**$ 1,918,338.83**

[a] Interest is calculated based on the actual interest rate of the Major Improvement Area Bonds.

Note: The figures shown above are estimates only and subject to change in annual service plan updates. Changes in administrative expenses, or other available offsets could increase or decrease the amounts shown.

Appendix B – Engineer’s Report

Bowman

La Cima NIA #3
Engineering Report

La Cima – San Marcos, TX

Bowman
1120 S. Cap. Of Tx Hwy, Bldg. 3
Suite 220
Austin, Texas 78746
512.327.1180 | bowman.com

August 25, 2022

Bowman

Date: August 25, 2022

Re: Engineers Report
Neighborhood Improvements Area #3
La Cima
San Marcos, Texas

Project Overview

La Cima Neighborhood Improvements Area (NIA) #3 is a residential development located near the intersection of Ranch Road 12 and West Centerpoint Road in San Marcos, Texas. NIA #3 includes 523 single family residential homes, public streets and sidewalks, public storm drain, public sewer and water, and stormwater quality facilities. The location and boundaries of NIA #3 are depicted on **Exhibit A – NIA #3 Area Maps** attached. This Engineer's Report includes information for the development improvements, associated costs, schedule to complete, and additional Exhibits to demonstrate the location and extent of the development improvements.

Development Improvements

Development improvements include Paving Improvements for streets and sidewalks, Wastewater Improvements for sewage collection, Water improvements for potable drinking water service and fire protection, Storm Drain Improvements for collection and conveyance of storm water runoff, and Water Quality Pond improvements to treat stormwater runoff prior to discharge downstream to creeks. The Following Exhibits are included in this report to demonstrate the location and extent of the development improvements:

- **Exhibit B – Paving Improvements**
- **Exhibit C – Wastewater Improvements**
- **Exhibit D – Water Improvements**
- **Exhibit E – Storm Drain and Water Quality Improvements**

Development Costs

La Cima Phases 3, 4, and 5 are contracted and currently under construction, and therefore development costs are based on actual construction costs bid and contracted to date. The following table includes a summary of development costs for all phases in NIA #3:

Bowman

Development Costs

Neighborhood Improvement Area #3

	Phase 3A Projected Costs	Phase 3B Projected Costs	Phase 4 Projected Costs	Phase 5 Projected Costs	Total Costs
Construction:	$6,134,329	$2,411,818	$5,899,037	$6,772,203	**$21,217,387**
Landscape:	$344,000	$150,000	$220,000	$332,000	**$1,046,000**
Soft Costs:	$688,000	$300,000	$770,000	$664,000	**$2,422,000**
Total:	**$7,166,329**	**$2,861,818**	**$6,889,037**	**$7,768,203**	**$24,685,387**

Construction contracts for Phase 3 and Phase 4, and Phase 5 are included in **Exhibit F – Development Costs.**

Development Schedule

Construction has commenced for La Cima Phase 3, Phase 4, and Phase 5. It is anticipated the neighborhood improvements will be completed on the following schedule:

La Cima Phase 3 – October 2022

La Cima Phase 4 – November 2022

La Cima Phase 5 – March 2023

Landscaping

Landscape Improvements will be installed including earthwork, excavation, erosion control, grading, retaining walls, signage and wayfinding, monumentation, artwork and improvements, shade structures, furniture fixtures, lighting, fountains, screen walls, landscaping and planting, and revegetation of all disturbed areas.

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EXHIBIT A

NIA #3 AREAS MAP

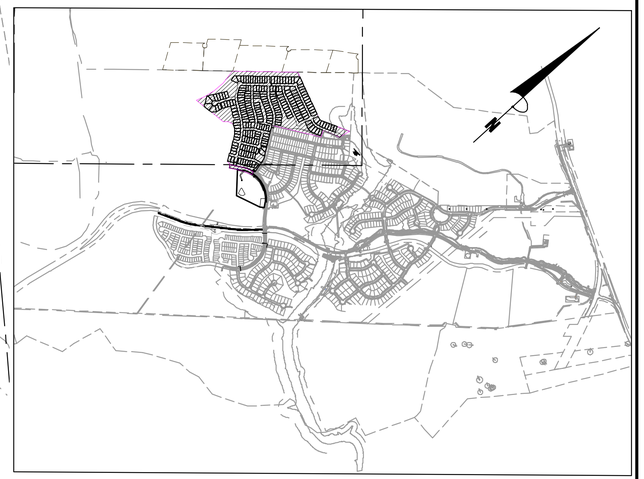
1120 S. Capital of Texas Highway, Building 3, Suite 220, Austin, Texas 78746
P: 512.327.1180 | TBPE Firm No. 14309 | TBPLS Firm No. 101206-00
bowman.com

150 0 150 300

SCALE: 1 INCH = 150 FT

NEIGHBORHOOD IMPROVEMENT PHASE 3 BOUNDARY

PROPOSED PHASE LINE



LOCATION MAP
N.T.S.

LA CIMA PHASE 3
CITY OF SAN MARCOS, TEXAS
NEIGHBORHOOD IMPROVEMENT AREA LIMITS EXHIBIT

Bowman

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1120 S. Capital of Texas Hwy. ▪ Building 3, Suite 220 ▪ Austin, Texas 78746
Phone: (512) 327-1180 ▪ Fax: (512) 327-4062 ▪ www.bowmanconsulting.com
TBPE Firm Registration No. F-14309

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August 8, 2022

SHEET 1 OF 1

PRELIMINARY NOT FOR CONSTRUCTION

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WEST CENTERPOINT ROAD (EXISTING)

BLOCK F

SKYE

CENTRAL PARK LOOP

POSSUMHAW LANE

BIGTOOTH MAPLE LANE

BIG MUHLY PASS

CHEROKEE SEDGE PATH

KNOCKOUT ROSE DRIVE

BLOCK "A"

BLOCK "B"

BLOCK "C"

BLOCK "D"

BLOCK "E"

BLOCK "F"
1
OPEN SPACE AND DRAINAGE EASEMENT

KARST BUFFER S=25'

KARST BUFFER S=210'

S=210'

No CoSM buffer because feature is in vertical stream bank.

100 0 100 200

SCALE: 1 INCH = 100 FT

NEIGHBORHOOD IMPROVEMENT PHASE 4 BOUNDARY

PROPOSED PHASE LINE

LOCATION MAP
N.T.S.

LA CIMA PHASE 4
CITY OF SAN MARCOS, TEXAS
NEIGHBORHOOD IMPROVEMENT AREA LIMITS EXHIBIT

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May 9, 2022

SHEET 1 OF 1

PRELIMINARY NOT FOR CONSTRUCTION

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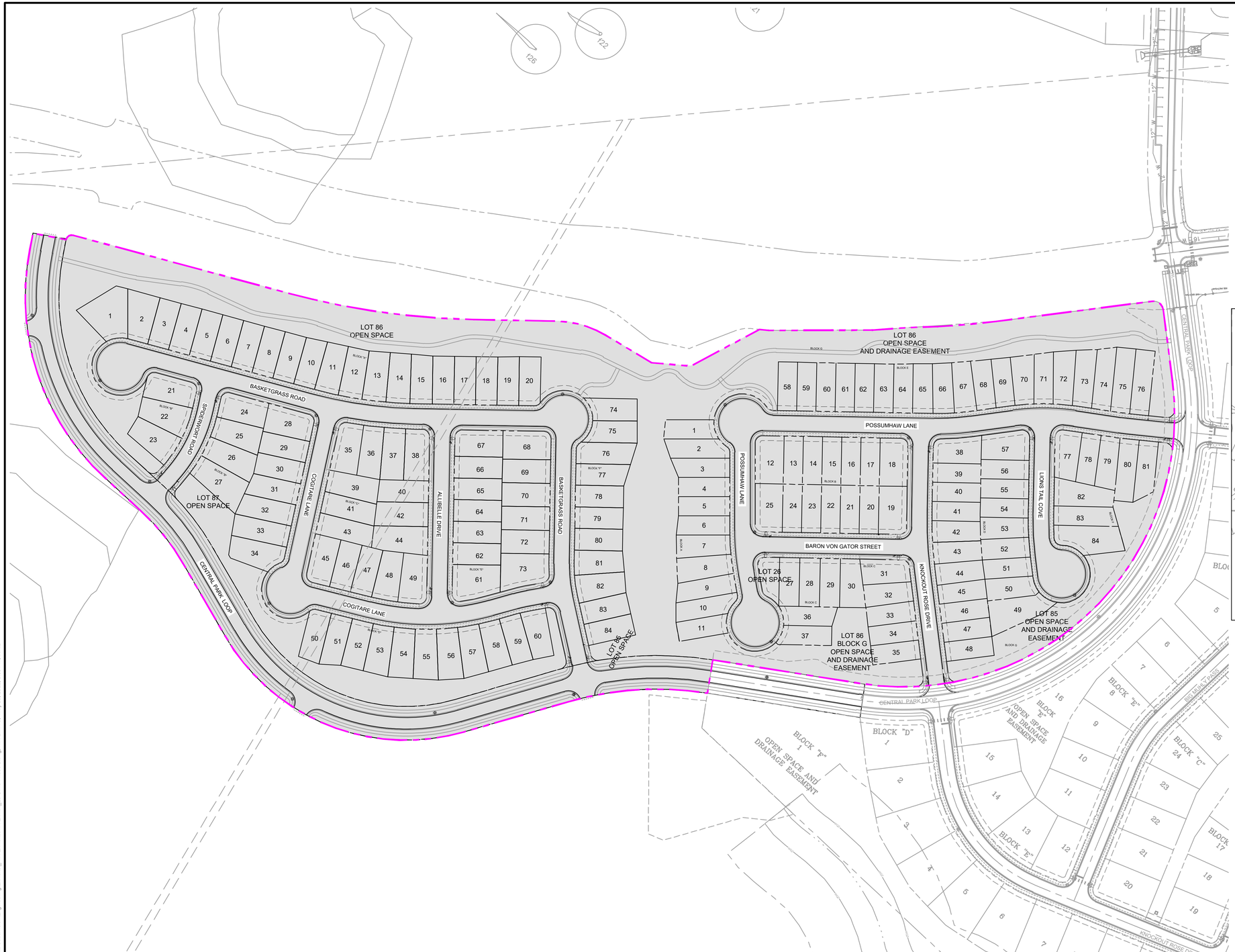
LOT 86
OPEN SPACE
LOT 86
OPEN SPACE
AND DRAINAGE EASEMENT
BASKETGRASS ROAD
SPOONBUSH ROAD
COGITARE LANE
ALLIBELLE DRIVE
BASKETGRASS ROAD
POSSUMHAW LANE
POSSUMHAW LANE
BARON VON GATOR STREET
LOT 87
OPEN SPACE
LOT 25
OPEN SPACE
LOT 26
OPEN SPACE
LOT 86
BLOCK G
OPEN SPACE
AND DRAINAGE
EASEMENT
KNOCKOUT ROSE DRIVE
LOT 85
OPEN SPACE
AND DRAINAGE
EASEMENT
CENTRAL PARK LOOP
CENTRAL PARK LOOP
CENTRAL PARK LOOP
COGITARE LANE
LIONS TAIL COVE
KNOCKOUT ROSE DR
BLOCK "D"
BLOCK "F"
OPEN SPACE AND DRAINAGE EASEMENT
BLOCK "E"
OPEN SPACE AND DRAINAGE EASEMENT
BLOCK "E"
BLOCK "C"
BLOCK "B"
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BLOCK "G"
BLOCK "E"
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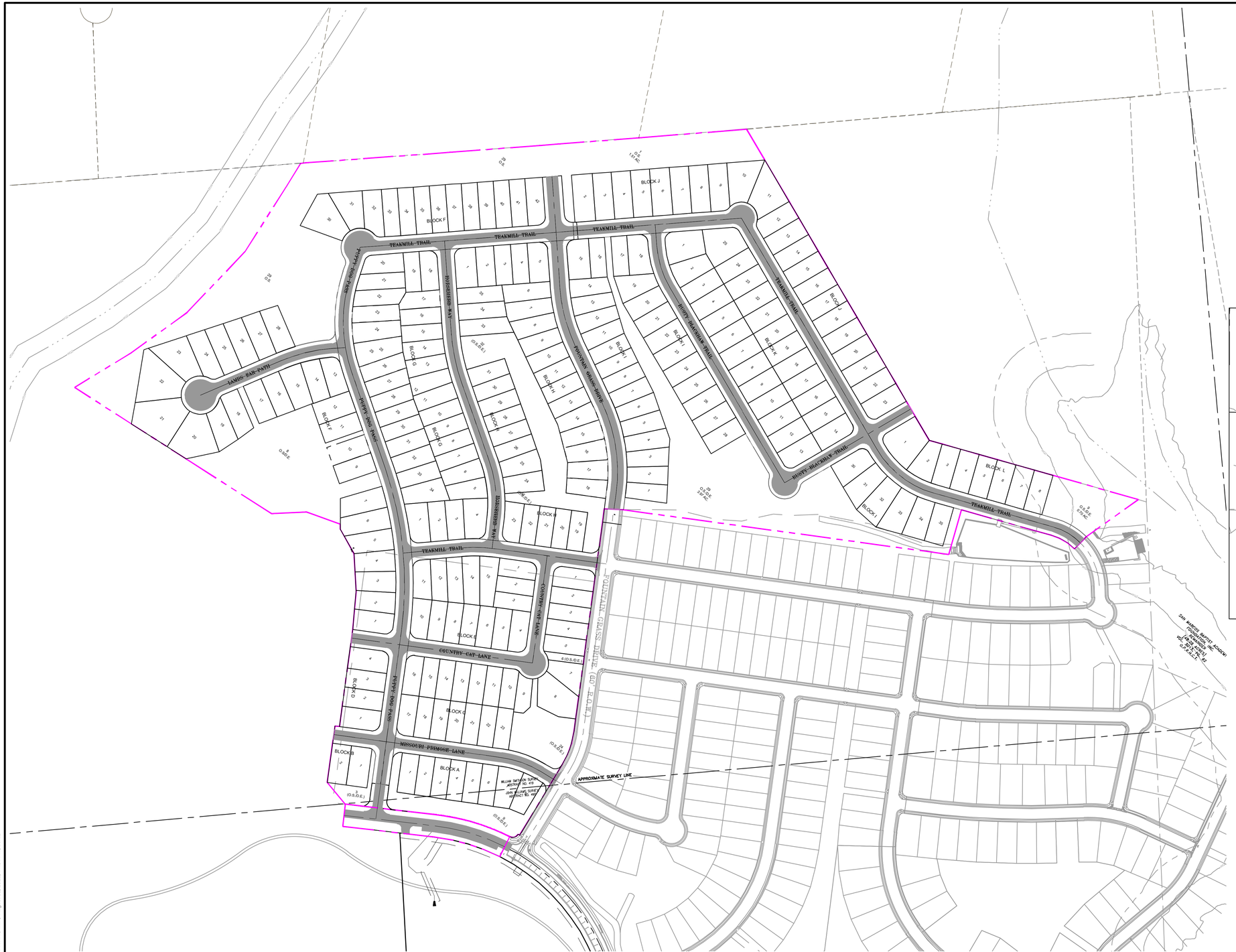
BLOCK "C"
BLOCK "D"
BLOCK "E"
BLOCK "F"
BLOCK "G"
BLOCK "A"
BLOCK "B

Bowman

EXHIBIT B

PAVING IMPROVEMENTS

1120 S. Capital of Texas Highway, Building 3, Suite 220, Austin, Texas 78746
P: 512.327.1180 | TBPE Firm No. 14309 | TBPLS Firm No. 101206-00
bowman.com



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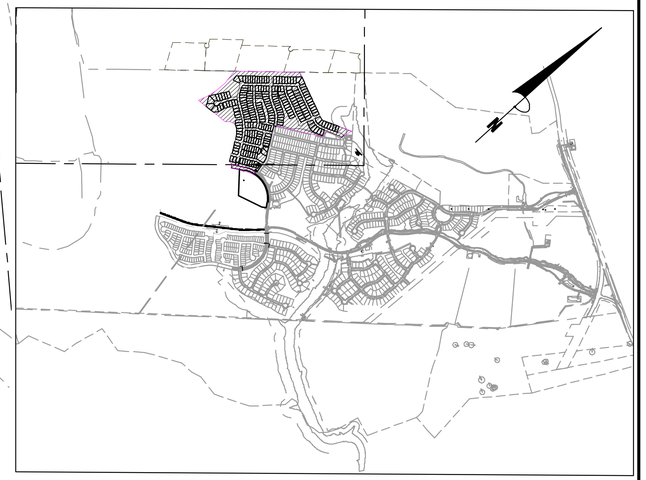
SCALE: 1 INCH = 150 FT

NEIGHBORHOOD IMPROVEMENT PAVING AREA



LOCATION MAP
N.T.S.

LA CIMA PHASE 3

CITY OF SAN MARCOS, TEXAS

NEIGHBORHOOD IMPROVEMENT PAVING AREA EXHIBIT

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August 8, 2022

SHEET 1 OF 1

PRELIMINARY NOT FOR CONSTRUCTION

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WEST CENTERPOINT ROAD
(EXISTING)

BLOCK F

SKYE

POSSUMHAW LANE

BIGTOOTH MAPLE LANE

CENTRAL PARK LOOP

BIG MUHLY PASS

CHEROKEE SEDGE PATH

KNOCKOUT ROSE DRIVE

KARST BUFFER S=214

KARST BUFFER S=219

S-216

No CoSM buffer because feature is in vertical stream bank.

BLOCK "A"
BLOCK "B"
BLOCK "C"
BLOCK "D"
BLOCK "E"
BLOCK "F"

OPEN SPACE AND DRAINAGE EASEMENT

100 0 100 200
SCALE: 1 INCH = 100 FT

NEIGHBORHOOD IMPROVEMENT PAVING AREA

LOCATION MAP
N.T.S.

LA CIMA PHASE 4
CITY OF SAN MARCOS, TEXAS
NEIGHBORHOOD IMPROVEMENT PAVING LIMITS EXHIBIT

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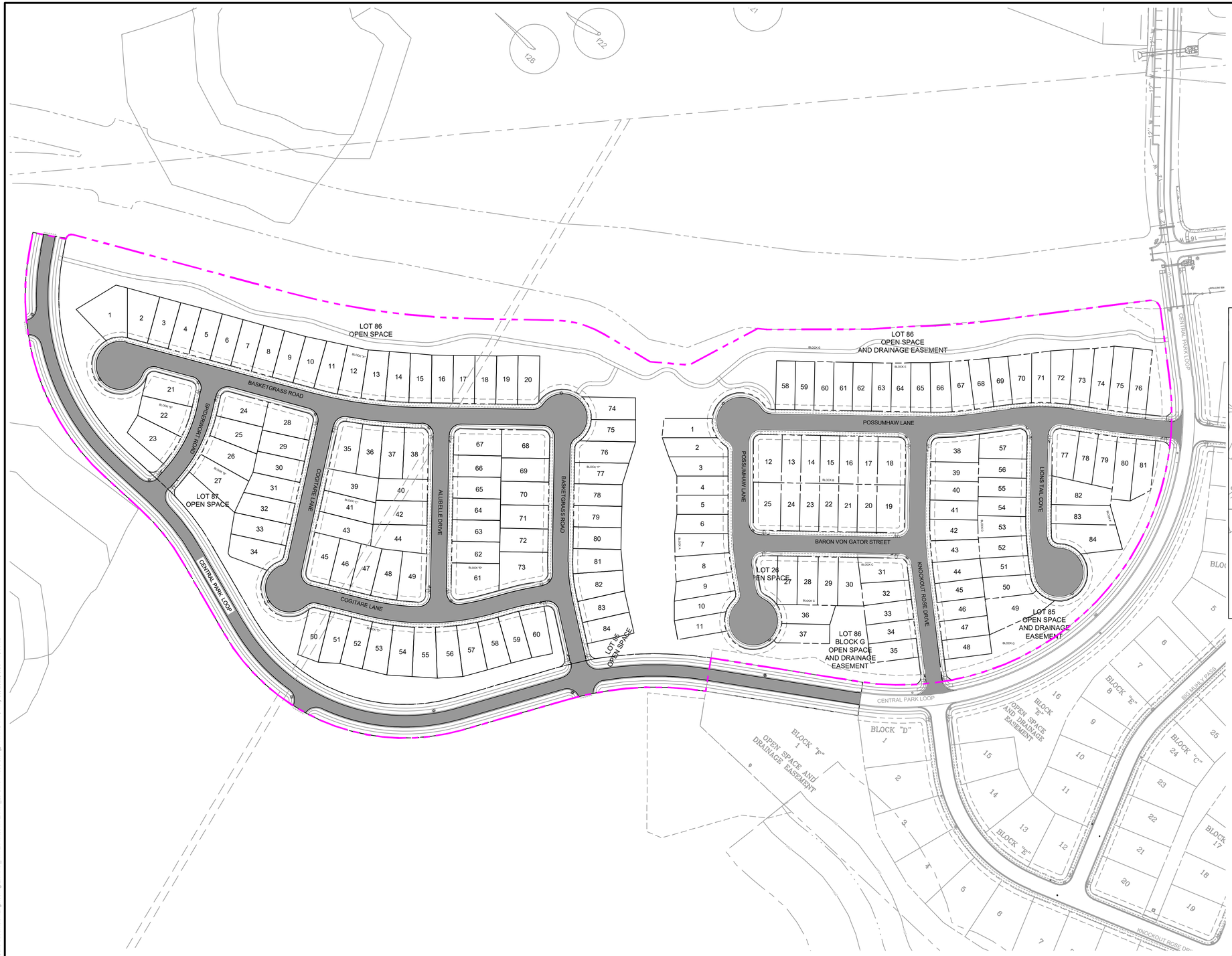
May 9, 2022

SHEET 1 OF 1

PRELIMINARY NOT FOR CONSTRUCTION

P:\005956 - Lazy Oaks Ranch\005956-01-001 (ENG) - Lazy Oaks Subdivision\Engineering\Exhibits\ NIA Exhibit\NIA Exhibit_La Cima Phase 4.dwg, PAVING LMP, May 09, 2022, 6:27 PM, bortiz



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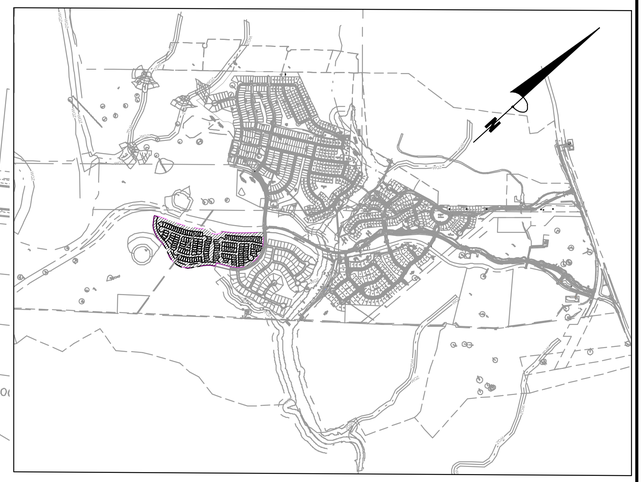
SCALE: 1 INCH = 100 FT

NEIGHBORHOOD IMPROVEMENT PAVING AREA



LOCATION MAP
N.T.S.

LA CIMA PHASE 5
CITY OF SAN MARCOS, TEXAS
NEIGHBORHOOD IMPROVEMENT PAVING LIMITS EXHIBIT

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May 9, 2022

SHEET 1 OF 1

PRELIMINARY NOT FOR CONSTRUCTION

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EXHIBIT C

WASTEWATER IMPROVEMENTS

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P: 512.327.1180 | TBPE Firm No. 14309 | TBPLS Firm No. 101206-00
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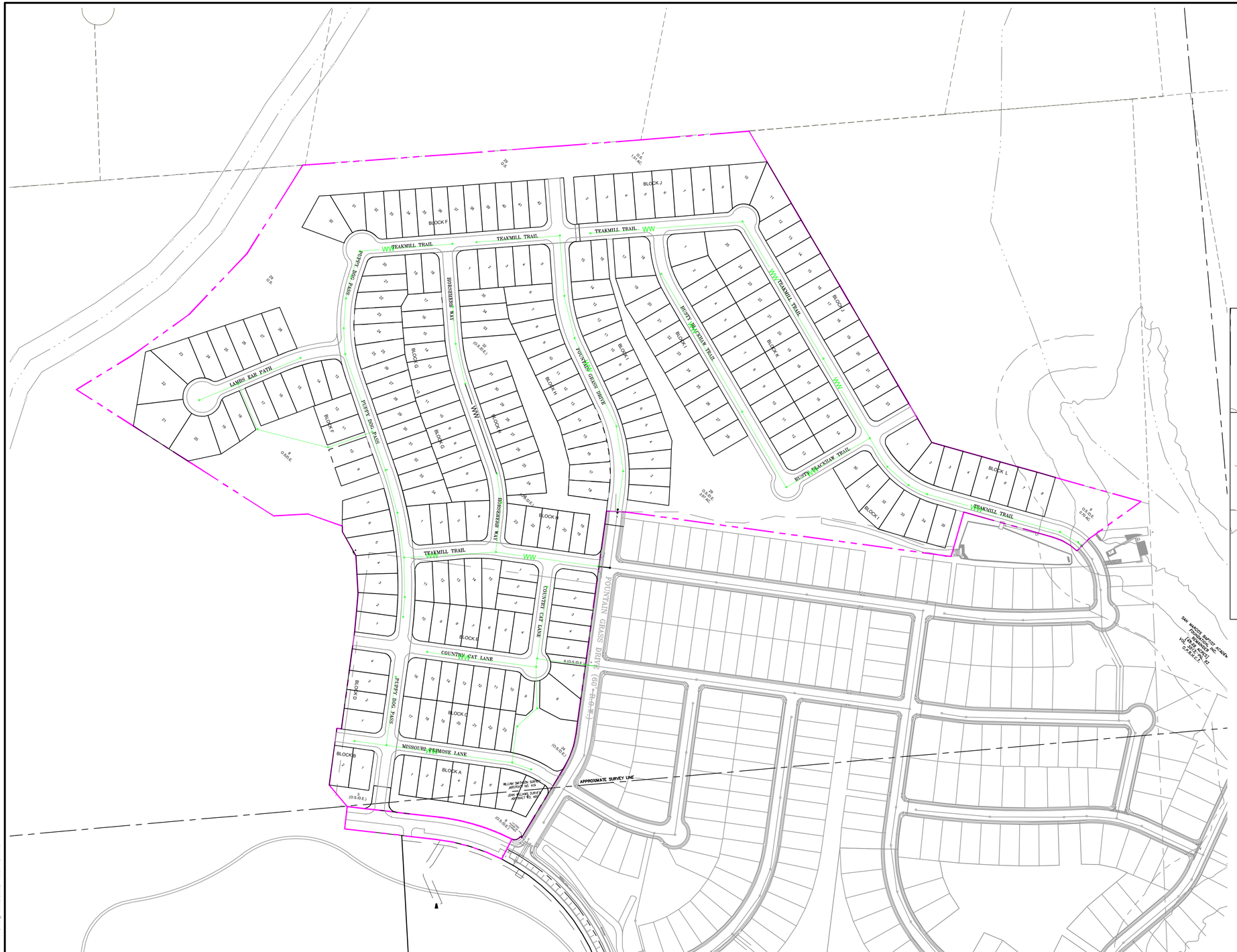
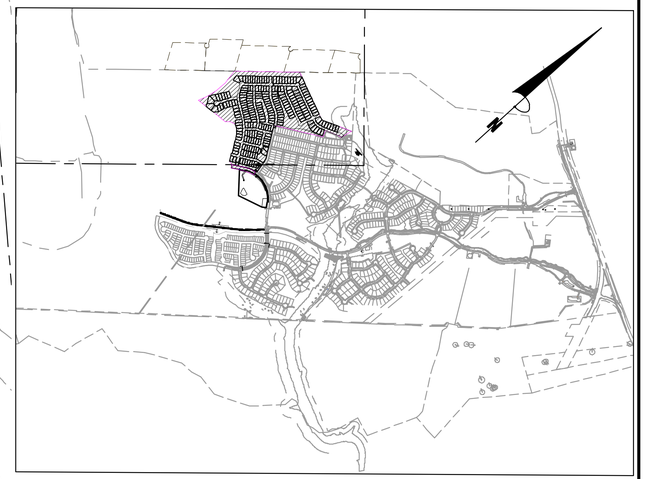


150 0 150 300

SCALE: 1 INCH = 150 FT

WW PROPOSED 8" WASTEWATER LINE



LOCATION MAP
N.T.S.

LA CIMA PHASE 3

CITY OF SAN MARCOS, TEXAS

NEIGHBORHOOD WASTEWATER IMPROVEMENTS EXHIBIT

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August 8, 2022

SHEET 1 OF 1

PRELIMINARY NOT FOR CONSTRUCTION

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WEST CENTERPOINT ROAD
(EXISTING)

CENTRAL PARK LOOP

POSSUMHAW LANE

BIGTOOTH MAPLE LANE

BIG MUHLY PASS

CHEROKEE SEDGE PATH

KNOCKOUT ROSE DRIVE

CORAL VINE TRAIL

SKYP

BLOCK F

BLOCK "A"

BLOCK "B"

BLOCK "C"

BLOCK "D"

BLOCK "E"

BLOCK "F"
1
OPEN SPACE AND
DRAINAGE EASEMENT

BLOCK "E"
/OPEN SPACE
AND DRAINAGE
EASEMENT

KARST BUFFER
S-214

KARST BUFFER
S-213

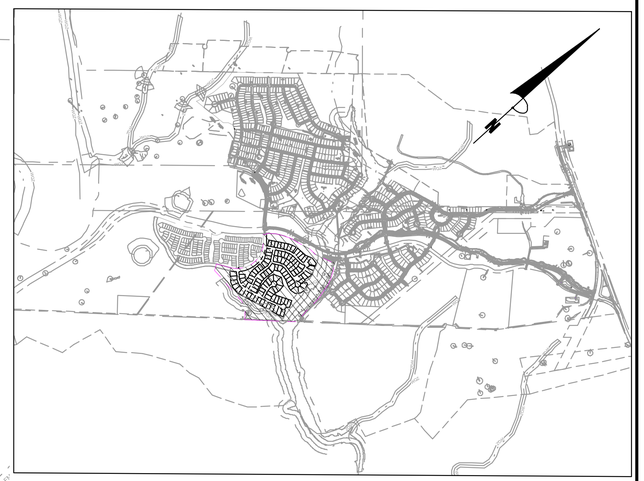
S-216

No CoSM buffer
because feature is in
vertical stream bank.

APPROVE

100 0 100 200
SCALE: 1 INCH = 100 FT

WW PROPOSED 8" WASTEWATER LINE



LOCATION MAP
N.T.S.

LA CIMA PHASE 4
CITY OF SAN MARCOS, TEXAS
NEIGHBORHOOD WASTEWATER IMPROVEMENTS EXHIBIT

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SHEET 1 OF 1

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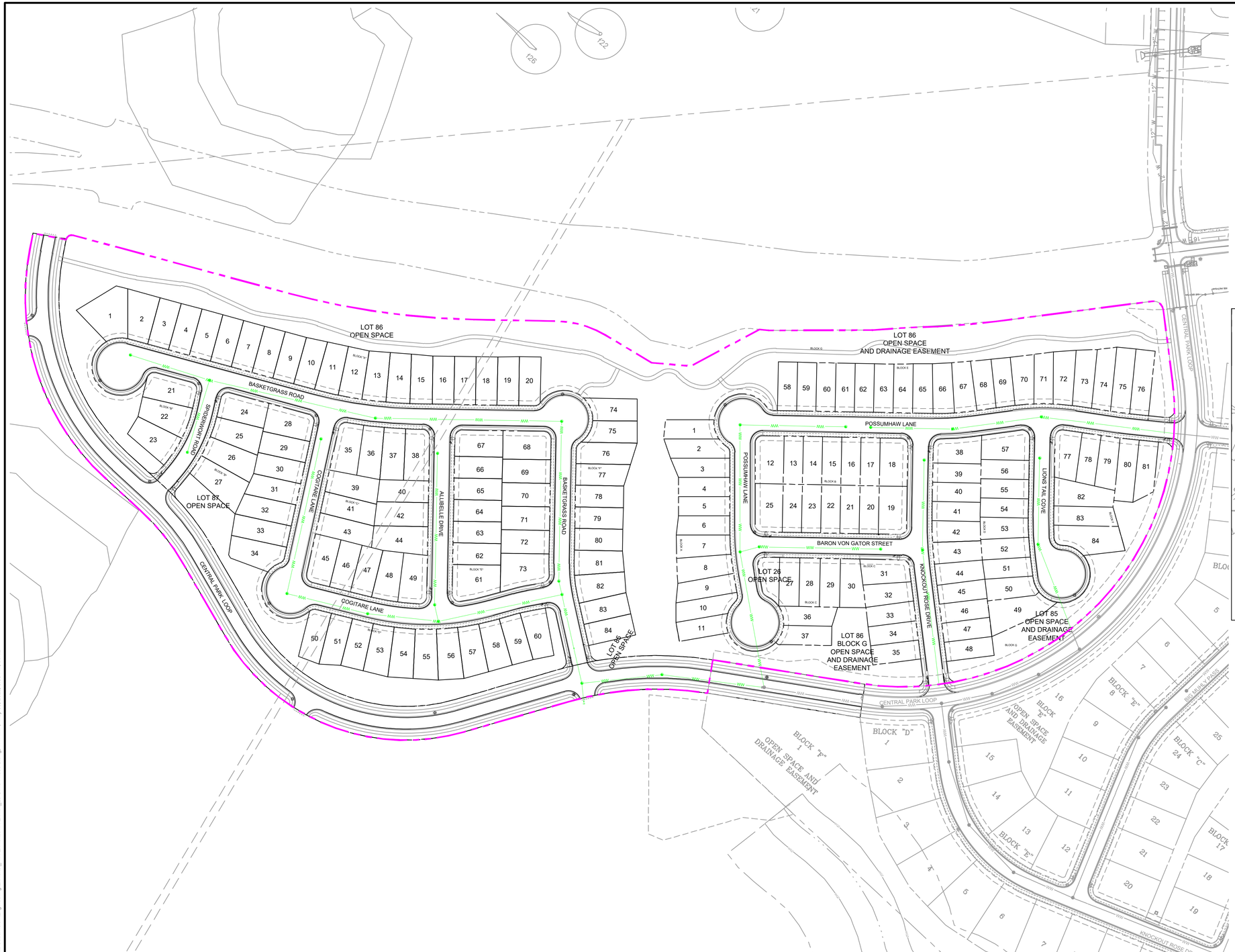
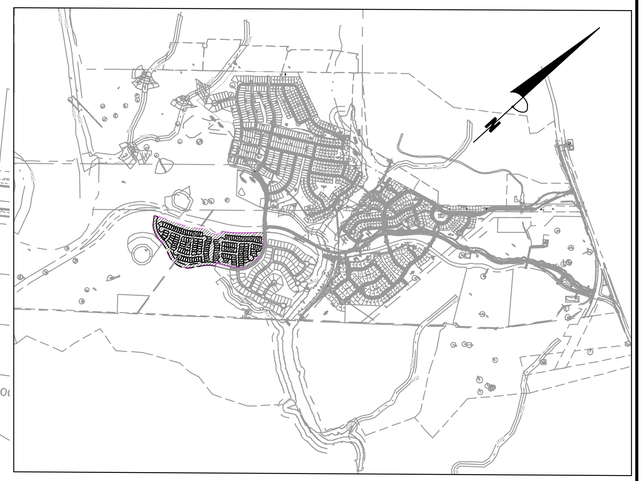


100 0 100 200

SCALE: 1 INCH = 100 FT

PROPOSED 8" WASTEWATER LINE



LOCATION MAP
N.T.S.

LA CIMA PHASE 5

CITY OF SAN MARCOS, TEXAS

NEIGHBORHOOD WASTEWATER IMPROVEMENTS EXHIBIT

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SHEET 1 OF 1

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EXHIBIT D

WATER IMPROVEMENTS

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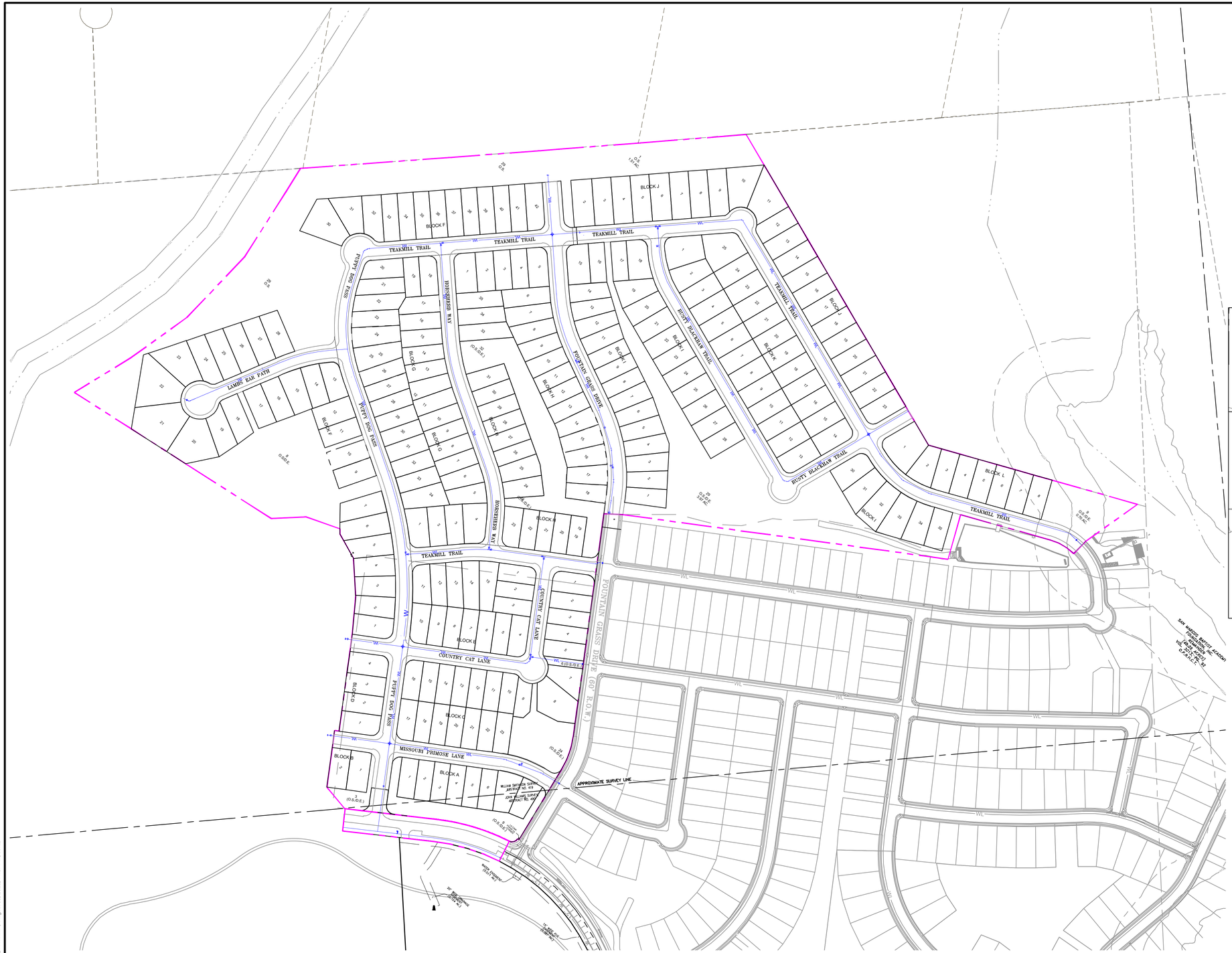

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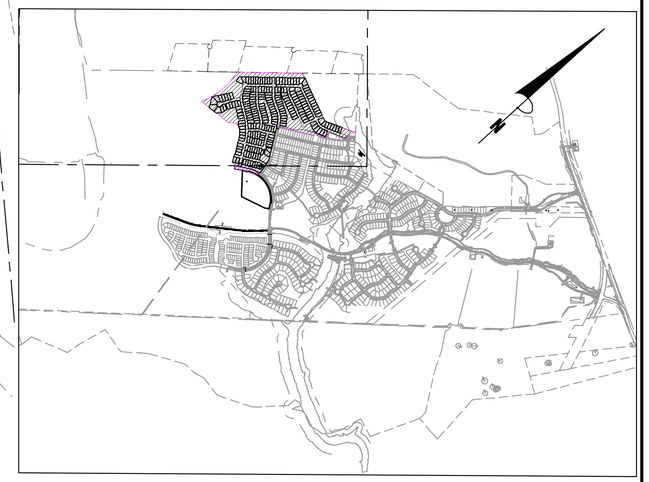
SCALE: 1 INCH = 150 FT

WL PROPOSED 8" WATER LINE



LOCATION MAP
N.T.S.

LA CIMA PHASE 3

CITY OF SAN MARCOS, TEXAS

NEIGHBORHOOD WATERLINE IMPROVEMENTS EXHIBIT

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August 8, 2022

SHEET 1 OF 1

PRELIMINARY NOT FOR CONSTRUCTION

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WEST CENTERPOINT ROAD (EXISTING)

CENTRAL PARK LOOP

POSSUMHAW LANE

BIGTOOTH MAPLE LANE

BIG MUHLY PASS

CHEROKEE RIDGE PATH

KNOCKOUT ROSE DRIVE

SKYE

BLOCK F

BLOCK "A"

BLOCK "B"

BLOCK "C"

BLOCK "D"

BLOCK "E"

BLOCK "F"
1
OPEN SPACE AND DRAINAGE EASEMENT

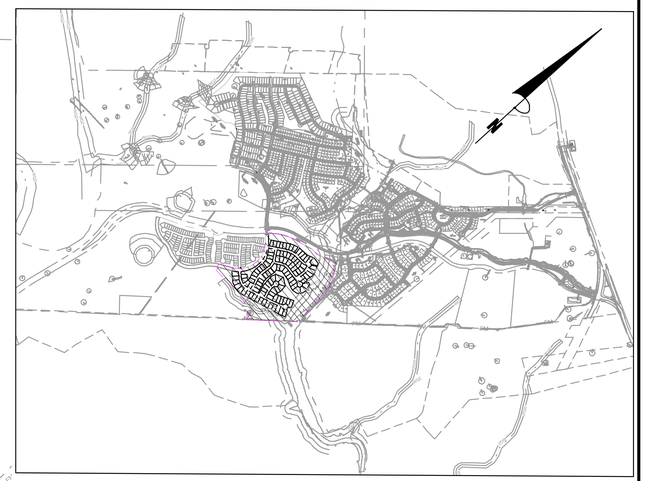
KARST BUFFER S-214

KARST BUFFER S-219

S-216
No CoSM buffer because feature is in vertical stream bank.

100 0 100 200
SCALE: 1 INCH = 100 FT

WL PROPOSED 8" WATER LINE



LOCATION MAP
N.T.S.

LA CIMA PHASE 4
CITY OF SAN MARCOS, TEXAS
NEIGHBORHOOD WATER IMPROVEMENTS EXHIBIT

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SHEET 1 OF 1

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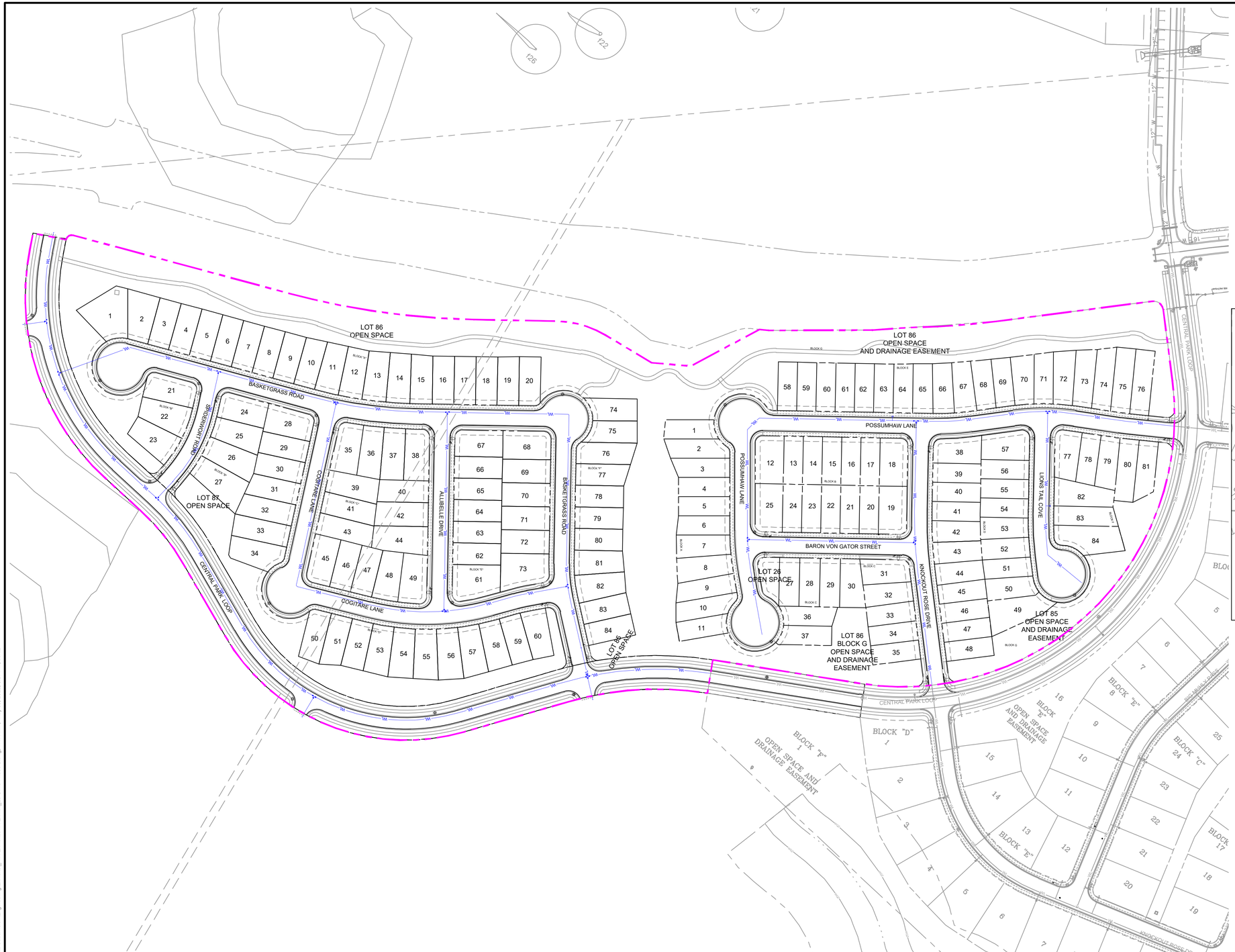
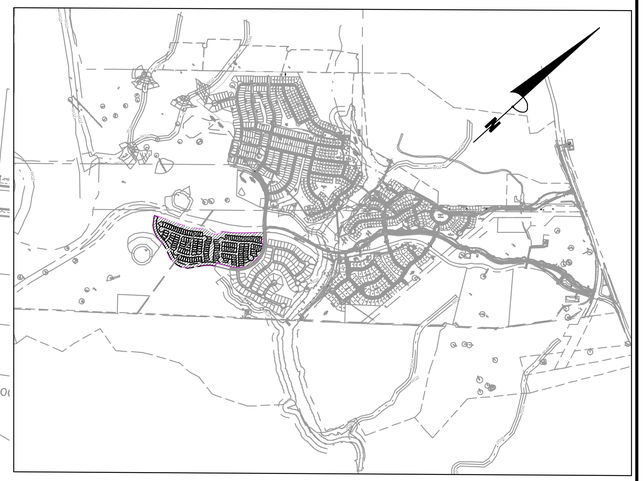


100 0 100 200

SCALE: 1 INCH = 100 FT

PROPOSED 8" WATER LINE



LOCATION MAP
N.T.S.

LA CIMA PHASE 5

CITY OF SAN MARCOS, TEXAS
NEIGHBORHOOD WATER IMPROVEMENTS EXHIBIT

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EXHIBIT E

STORM DRAIN & WATER QUALITY IMPROVEMENTS

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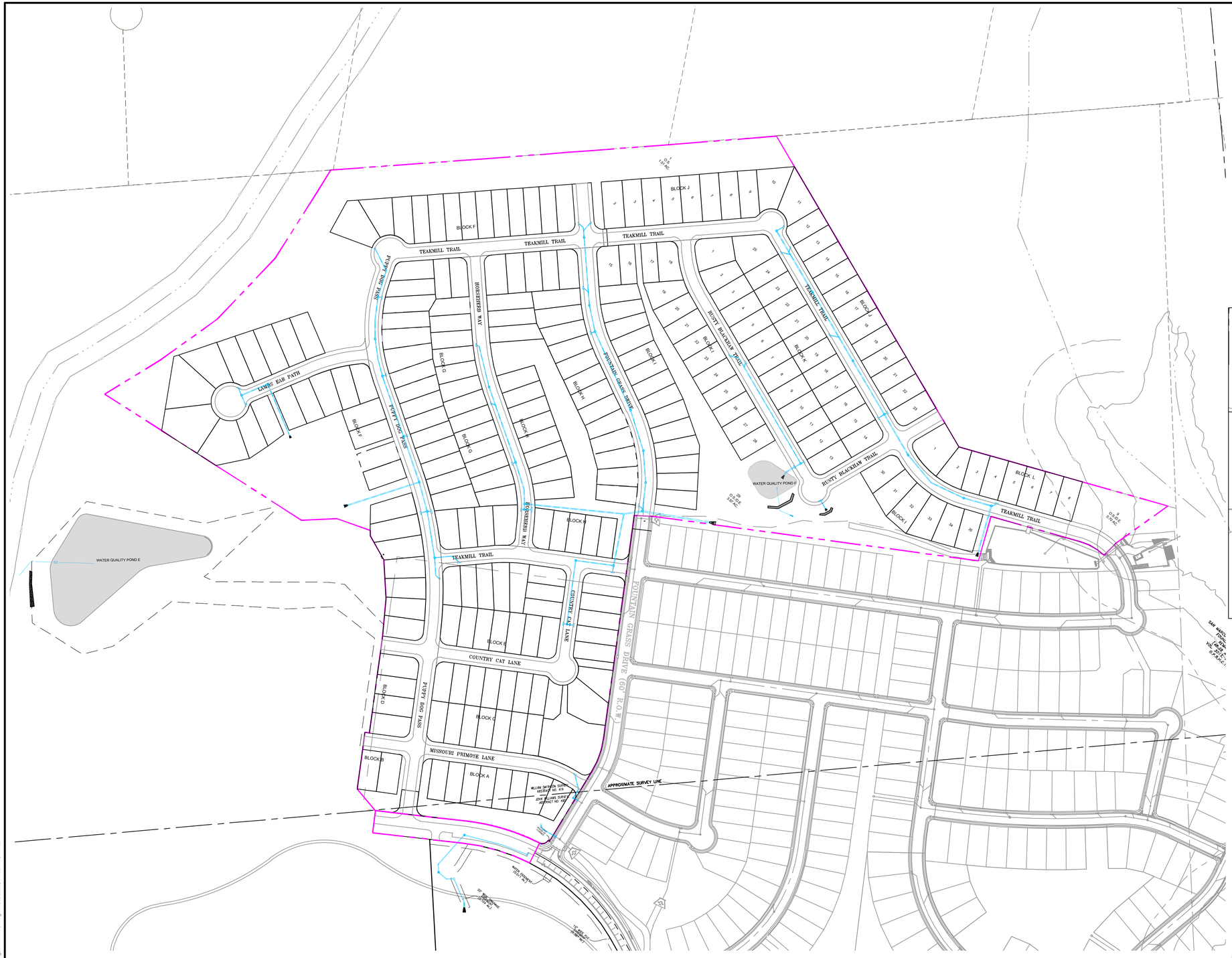
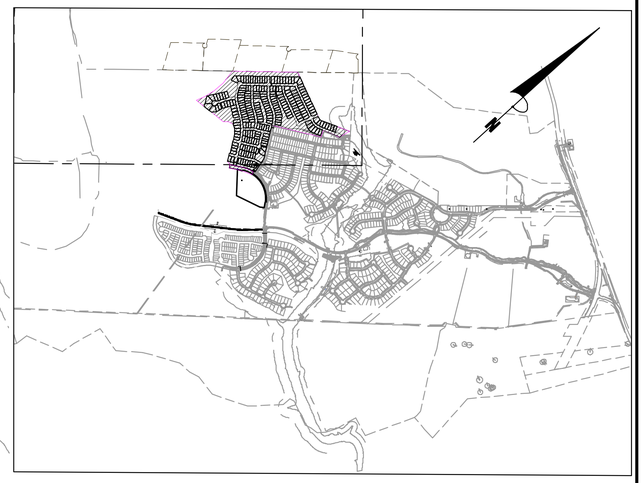


150 0 150 300

SCALE: 1 INCH = 150 FT

PROPOSED WATER QUALITY POND

PROPOSED STORM DRAIN LINE



LOCATION MAP
N.T.S.

LA CIMA PHASE 3

CITY OF SAN MARCOS, TEXAS
NEIGHBORHOOD STORM DRAIN AND
WATER QUALITY IMPROVEMENTS EXHIBIT

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August 8, 2022

SHEET 1 OF 1

PRELIMINARY NOT FOR CONSTRUCTION

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WEST CENTERPOINT ROAD (EXISTING)

CENTRAL PARK LOOP

POSSUMHAW LANE

BIGTOOTH MAPLE LANE

BIG MUHLY PASS

CHEROKEE SEDGE PATH

KNOCKOUT ROSE DRIVE

POSSUMHAW LANE

SKYE

BLOCK "A"

BLOCK "B"

BLOCK "C"

BLOCK "D"

BLOCK "E"

BLOCK "F"
1
OPEN SPACE AND DRAINAGE EASEMENT

BLOCK "F"
1
OPEN SPACE AND DRAINAGE EASEMENT

BLOCK "F"
1
OPEN SPACE AND DRAINAGE EASEMENT

BLOCK "F"
1
OPEN SPACE AND DRAINAGE EASEMENT

WATER QUALITY POND #1

WATER QUALITY POND #2

WATER QUALITY POND #3

KARST BUFFER S=214

KARST BUFFER S=214

S-216

No CoSM buffer because feature is in vertical stream bank.

100 0 100 200

SCALE: 1 INCH = 100 FT

PROPOSED WATER QUALITY PONDS

PROPOSED STORM DRAIN LINE

LOCATION MAP
N.T.S.

LA CIMA PHASE 4

CITY OF SAN MARCOS, TEXAS
NEIGHBORHOOD STORM DRAIN AND
WATER QUALITY IMPROVEMENTS EXHIBIT

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SHEET 1 OF 1

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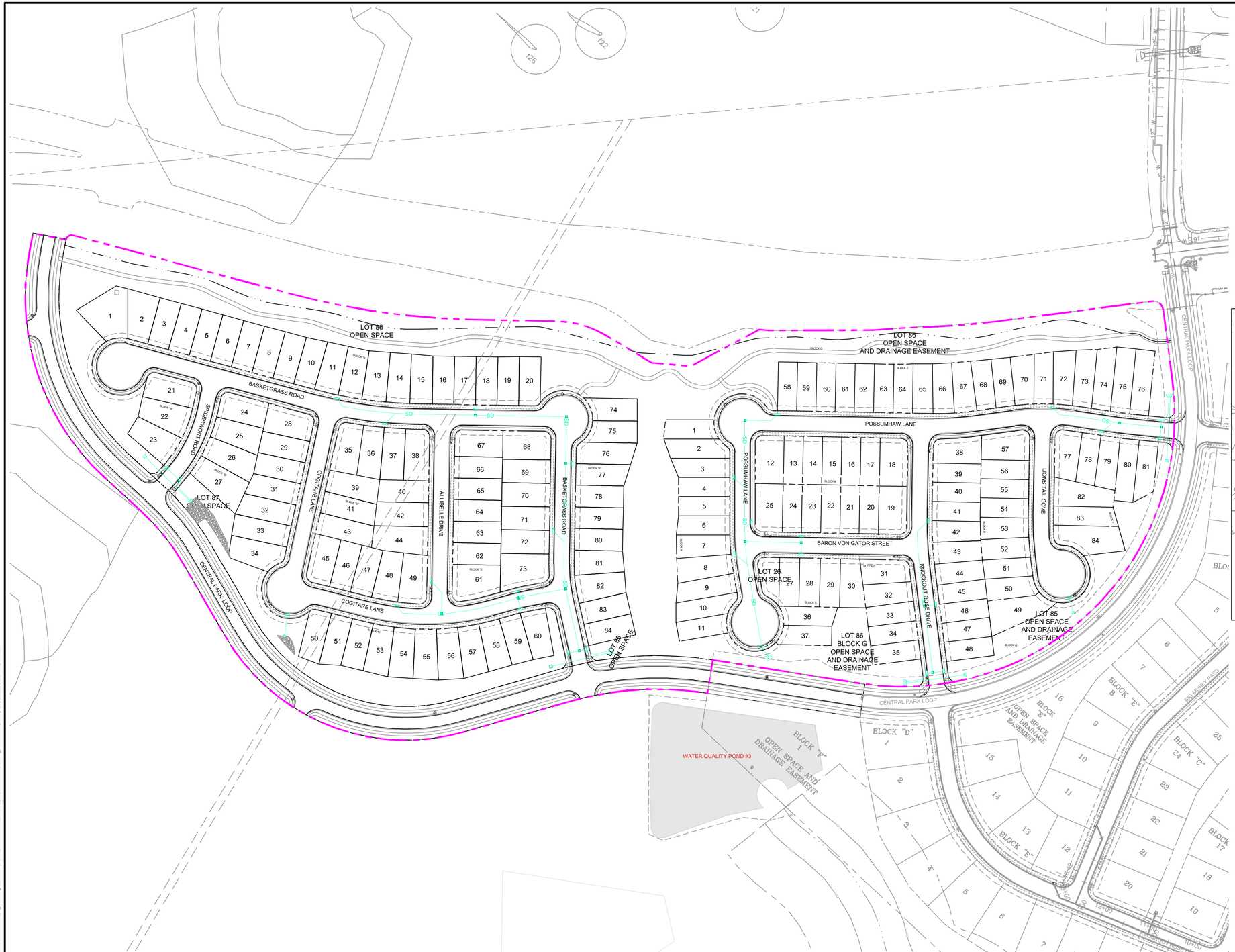

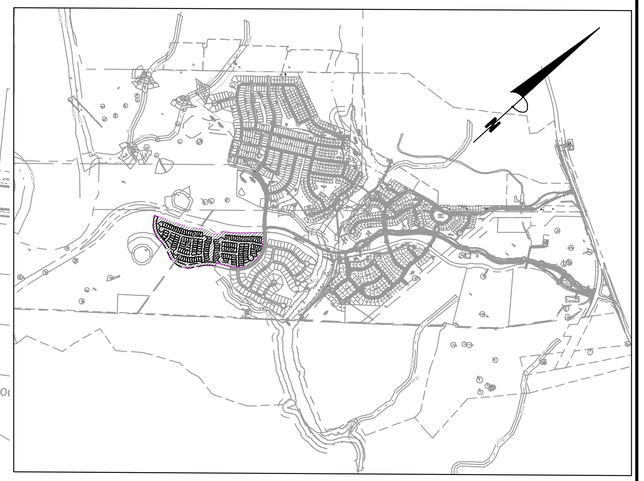

LOCATION MAP
N.T.S.

LA CIMA PHASE 5

CITY OF SAN MARCOS, TEXAS
NEIGHBORHOOD STORM DRAIN AND
WATER QUALITY IMPROVEMENTS EXHIBIT

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EXHIBIT F

DEVELOPMENT COSTS

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LA CIMA SUBDIVISION IMPROVEMENTS APPLICATION FOR PAYMENT

LA CIMA - PHASE 3

OWNER:	**LCSM Ph. 3, LLC** **c/o Natural Development Austin, LLC** **11612 FM 2244 Bldg 1, STE 140** **Austin, TX 78738**	**CONTRACTOR:**	**Cash Construction Company, Inc.** **217 Kingston Lacy Blvd** **Pflugerville, TX 78660**

APPLICATION FOR PAYMENT NO: 9
APPLICATION PERIOD: 7/1/2022 TO 7/31/2022

Contract Date:	10/8/2021	Substantial Completion:	6/16/2022
Notice to Proceed:	11/18/2021	Final Completion 3A:	7/16/2022
Contract Time (working days):	150 d	Final Completion 3B:	8/16/2022

ORIGINAL CONTRACT PRICE	$	8,016,827.00
APPROVED CHANGE ORDERS TO DATE:	$	60,515.40
TOTAL CONTRACT PRICE TO DATE	$	8,077,342.40
WORK COMPLETE TO DATE		$5,892,412.55
LESS 10% RETAINAGE (10% work completed)	$	589,241.26
TOTAL COMPLETED LESS RETAINAGE (line 4 less line 5)		$5,303,171.32
LESS TOTAL PREVIOUS PAY APPLICATIONS	$	5,002,279.69
TOTAL DUE THIS ESTIMATE (line 6 less line 7)		**$300,891.63**
BALANCE TO FINISH INCLUDING RETAINAGE (line 3 less line 6)	**$**	**2,774,171.09**

CONTRACTOR'S CERTIFICATION:
I certify under oath, and based upon my personal knowledge, that the Contractor has paid all sums due for materials and equipment furnished, for all work, labor and services performed, and for all indebtedness and claims against the Contractor for damages arising in any manner in connection with the Project, and I approve the billing to be true and correct.

Cash Construction Company, Inc.

By: _____
Name: JV Egbert Date: 7/27/22
Title: Project Manager

EINGINEER'S CERTIFICATION:
In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Engineer certifies to the Owner that to be best of the Engineer's knowledge, information and belief, the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

318 GROUP, LLC

By: _____
Name: James McCann Date: _____
Title: _____

APPROVALS:
Owner:
Natural Development Austin, LLC (for LCSM PH. 3, LLC)

By: _____
Name: Douglas Goss Date: _____
Title: Project Manager

APPLICATION FOR PAYMENT

CONTRACTOR:
CASH CONSTRUCTION COMPANY, INC.
217 KINGSTON LACY BLVD.
PFLUGERVILLE, TEXAS 78660
(512) 251-7872
Fax (512) 990-0616

OWNER:
LCSM PH 3, LLC C/O ND AUSTIN, LLC
11612 FM 2244, BLDG 1, STE 140
AUSTIN, TEXAS 78738
(512) 538-8059

PROJECT NAME:	La Cima 3A & 3B
CASH JOB NO:	973

PROJECT DATE AS OF:	07/25/2022
BILLED TO PAY REQUEST NO.:	9
TOTAL WORK COMPLETED TO DATE	$5,892,412.55
RETAINAGE:	$589,241.26
AMOUNT DUE THIS ESTIMATE:	$5,303,171.32
PREVIOUS BILLINGS:	$5,002,279.69
CURRENT AMOUNT DUE	$300,891.63

CONTRACT DATE:	09/20/2021
ORIGINAL CONTRACT AMOUNT:	**$8,016,827.00**
CHANGE ORDER #7	$60,515.40
REVISED CONTRACT AMOUNT:	**$8,077,342.40**

Contractor's Representative	Date 7/27/22
Owner's Representative	Date
Engineer's Representative	Date

TO: LCSM PH 3, LLC C/O ND AUSTIN, LLC
11612 FM 2244, BLDG 1, STE 140
AUSTIN, TEXAS 78738

FROM: CASH CONSTRUCTION COMPANY, INC.
217 KINGSTON LACY BLVD.
PFLUGERVILLE, TEXAS 78660

APPLICATION FOR PAYMENT

JOB NAME: La Cima 3A & 3B
JOB# 973
ESTIMATE # 9
DATE 07/25/2022
ORIG. AMOUNT **$8,016,827.00**
REV. AMOUNT **$8,077,342.40**
RETAINAGE 10%

TOTAL WORK THIS ESTIMATE	$334,324.03
TOTAL COMPLETED TO DATE	$5,892,412.55
LESS RETAINAGE	$589,241.26
TOTAL DUE TO DATE	$5,303,171.32
PREVIOUS BILLINGS	$5,002,279.69
AMOUNT DUE THIS ESTIMATE	$300,891.63

ITEM NO.	DESCRIPTION	UNIT	CONTRACT QUANTITY	CONTRACT AMOUNT	UNIT PRICE	PREVIOUS QUANTITY	QTY THIS ESTIMATE	AMOUNT THIS ESTIMATE	QUANITITY TO DATE	AMOUNT TO DATE	PERCENT COMPLETE
	LA CIMA PHASE 3, SECTION A										
	1. GENERAL										
1.1	Stabilized Construction Entrance	EA	1.00	$1,500.00	$1,500.00	1	0.00	$0.00	1.00	$1,500.00	100.00%
1.2	Tree Protection Fencing	LF	3,422.00	$11,977.00	$3.50	3422	0.00	$0.00	3,422.00	$11,977.00	100.00%
1.3	Silt Fence w/ J Hooks	LF	11,662.00	$37,901.50	$3.25	11662	0.00	$0.00	11,662.00	$37,901.50	100.00%
1.4	Mulch Sock	LF	393.00	$3,537.00	$9.00	0	0.00	$0.00	0.00	$0.00	0.00%
1.5	Rock Berm	LF	250.00	$5,750.00	$23.00	0	0.00	$0.00	0.00	$0.00	0.00%
1.6	Curb Cut/ Inlet Protection	EA	33.00	$3,300.00	$100.00	0	0.00	$0.00	0.00	$0.00	0.00%
1.7	Silt Fence w/ J Hooks (Post PICP ESC)	LF	6,985.00	$22,701.25	$3.25	0	0.00	$0.00	0.00	$0.00	0.00%
1.8	Funish and Install Topsoil (4" depth) and Revegetate with hydromulch in all disturbed areas	SY	93,738.00	$112,485.60	$1.20	46870	0.00	$0.00	46,870.00	$56,244.00	50.00%
	SUBTOTAL GENERAL			**$199,152.35**				**$0.00**		**$107,622.50**	
	2. CLEARING AND ROUGH CUT										
2.1	Clearing and Grubbing ROW	SY	44,722.00	$100,624.50	$2.25	44722	0.00	$0.00	44,722.00	$100,624.50	100.00%
2.2	Clearing and Grubbing Outside of ROW	SY	93,738.00	$84,364.20	$0.90	93738	0.00	$0.00	93,738.00	$84,364.20	100.00%
2.3	Excavation	CY	35,715.00	$387,507.75	$10.85	35715	0.00	$0.00	35,715.00	$387,507.75	100.00%
2.4	Excavation trenching, assuming 50% of trench spoils will be reused	CY	6,647.00	$33,235.00	$5.00	6647	0.00	$0.00	6,647.00	$33,235.00	100.00%
2.5	Embankment	CY	29,751.00	$127,929.30	$4.30	29751	0.00	$0.00	29,751.00	$127,929.30	100.00%
2.6	Hauloff	CY	12,611.00	$252,220.00	$20.00	10265	0.00	$0.00	10,265.00	$205,300.00	81.40%
	SUBTOTAL CLEARING AND ROUGH CUT			**$985,880.75**				**$0.00**		**$938,960.75**	
	3. WATER IMPROVEMENTS										
3.1	Pipe, 6-inch, C-900 PVC including pipe fittings and restraints, and all other appurtenances (all depth)	LF	255.00	$17,595.00	$69.00	255	0.00	$0.00	255.00	$17,595.00	100.00%
3.2	Pipe, 8-inch, C-900 PVC including pipe fittings and restraints, and all other appurtenances (all depth)	LF	6,363.00	$426,321.00	$67.00	6363	0.00	$0.00	6,363.00	$426,321.00	100.00%
3.3	Pipe, 12-inch, C-900 PVC including pipe fittings and restraints, and all other appurtenances (all depth)	LF	1,093.00	$135,532.00	$124.00	1093	0.00	$0.00	1,093.00	$135,532.00	100.00%
3.4	Water Trench Safety Systems	LF	7,711.00	$3,855.50	$0.50	7711	0.00	$0.00	7,711.00	$3,855.50	100.00%
3.5	Standard Fire Hydrant Assembly, all required appurtenances	EA	14.00	$68,600.00	$4,900.00	14	0.00	$0.00	14.00	$68,600.00	100.00%
3.6	Gate Valve, 8-inch (including all other appurtenances)	EA	30.00	$57,000.00	$1,900.00	30	0.00	$0.00	30.00	$57,000.00	100.00%
3.7	Gate Valve, 12-inch (including all other appurtenances)	EA	4.00	$13,200.00	$3,300.00	4	0.00	$0.00	4.00	$13,200.00	100.00%
3.8	Water Service, Double (including pipe, valves, meter box, and appurtenances)	EA	75.00	$120,000.00	$1,600.00	75	0.00	$0.00	75.00	$120,000.00	100.00%
3.9	Water Service, Single (including pipe, valves, meter box, and appurtenances)	EA	29.00	$37,700.00	$1,300.00	29	0.00	$0.00	29.00	$37,700.00	100.00%
3.10	Auto Flush Valve	EA	1.00	$10,500.00	$10,500.00	1	0.00	$0.00	1.00	$10,500.00	100.00%
3.11	Connect to Existing Water Line	EA	4.00	$12,000.00	$3,000.00	4	0.00	$0.00	4.00	$12,000.00	100.00%
	SUBTOTAL WATER IMPROVEMENTS			**$902,303.50**				**$0.00**		**$902,303.50**	
	4. WASTEWATER IMPROVEMENTS										
4.1	8" SDR-26 PVC (All Depths)	LF	6,760.00	$425,880.00	$63.00	6760	0.00	$0.00	6,760.00	$425,880.00	100.00%
4.2	8" DI (All Depths)	LF	63.00	$8,190.00	$130.00	63	0.00	$0.00	63.00	$8,190.00	100.00%
4.3	Wastewater Trench Safety Systems	LF	6,823.00	$6,823.00	$1.00	6823	0.00	$0.00	6,823.00	$6,823.00	100.00%
4.4	4' Dia Standard Wastewater Manhole (0-8' depth)	EA	29.00	$171,100.00	$5,900.00	29	0.00	$0.00	29.00	$171,100.00	100.00%
4.5	4' Dia Standard Wastewater Manhole (8-13' depth)	EA	11.00	$67,100.00	$6,100.00	11	0.00	$0.00	11.00	$67,100.00	100.00%
4.6	4' Dia Drop Wastewater Manhole (8-13' depth)	EA	3.00	$21,300.00	$7,100.00	3	0.00	$0.00	3.00	$21,300.00	100.00%
4.7	Wastewater Service, Double	EA	75.00	$262,500.00	$3,500.00	75	0.00	$0.00	75.00	$262,500.00	100.00%
4.8	Wastewater Service, Single	EA	23.00	$55,200.00	$2,400.00	23	0.00	$0.00	23.00	$55,200.00	100.00%

ITEM NO.	DESCRIPTION	UNIT	CONTRACT QUANTITY	CONTRACT AMOUNT	UNIT PRICE	PREVIOUS QUANTITY	QTY THIS ESTIMATE	AMOUNT THIS ESTIMATE	QUANITITY TO DATE	AMOUNT TO DATE	PERCENT COMPLETE
4.9	Connect to Existing Wastewater	EA	3.00	$5,400.00	$1,800.00	3	0.00	$0.00	3.00	$5,400.00	100.00%
	SUBTOTAL WASTEWATER IMPROVEMENTS			**$1,023,493.00**				**$0.00**		**$1,023,493.00**	
	5. ROADWAY IMPROVEMENTS										
5.1	6" Subgrade Preparation (3 ft beyond curbs)	SY	30,357.00	$81,963.90	$2.70	30357	0.00	$0.00	30,357.00	$81,963.90	100.00%
5.2	8" Flexible Base (3 ft beyond curbs)	SY	25,320.00	$192,432.00	$7.60	11666	0.00	$0.00	11,666.00	$88,661.60	46.07%
5.3	10" Flexible Base (3 ft beyond curbs)	SY	5,037.00	$47,851.50	$9.50	1260	0.00	$0.00	1,260.00	$11,970.00	25.01%
5.4	HMAC, 2.5-inches	SY	23,656.00	$319,356.00	$13.50	0	0.00	$0.00	0.00	$0.00	0.00%
5.5	Concrete Curb and Gutter	LF	13,938.00	$188,163.00	$13.50	0	0.00	$0.00	0.00	$0.00	0.00%
5.6	Type 1 Curb Ramps and 5' x 5' Concrete Landing Pads	EA	42.00	$46,200.00	$1,100.00	0	0.00	$0.00	0.00	$0.00	0.00%
5.7	Signage and Striping per Plans	LS	1.00	$10,500.00	$10,500.00	0	0.00	$0.00	0.00	$0.00	0.00%
5.8	Street Light Foundations	EA	15.00	$27,750.00	$1,850.00	0	0.00	$0.00	0.00	$0.00	0.00%
5.9	5' Concrete Sidewalk	LF	4,752.00	$152,064.00	$32.00	0	0.00	$0.00	0.00	$0.00	0.00%
5.10	Concrete Valley Gutters	EA	5.00	$30,000.00	$6,000.00	0	0.00	$0.00	0.00	$0.00	0.00%
5.11	Repair Intersections on Fountain Grass	LS	1.00	$8,000.00	$8,000.00	0	0.00	$0.00	0.00	$0.00	0.00%
	SUBTOTAL WASTEWATER IMPROVEMENTS			**$1,104,280.40**				**$0.00**		**$182,595.50**	
	6. DRAINAGE IMPROVEMENTS										
6.1	Curb Inlet, 5-foot.	EA	3.00	$14,400.00	$4,800.00	3	0.00	$0.00	3.00	$14,400.00	100.00%
6.2	Curb Inlet, 10-foot.	EA	19.00	$115,900.00	$6,100.00	19	0.00	$0.00	19.00	$115,900.00	100.00%
6.3	Curb Inlet, 15-foot.	EA	2.00	$19,400.00	$9,700.00	2	0.00	$0.00	2.00	$19,400.00	100.00%
6.4	4'x4' 4-Sided Area Inlet	EA	2.00	$7,400.00	$3,700.00	2	0.00	$0.00	2.00	$7,400.00	100.00%
6.5	RCP, 18-inch.	LF	3,243.00	$214,038.00	$66.00	3243	0.00	$0.00	3,243.00	$214,038.00	100.00%
6.6	RCP, 24-inch.	LF	947.00	$78,601.00	$83.00	947	0.00	$0.00	947.00	$78,601.00	100.00%
6.7	RCP, 30-inch	LF	246.00	$26,322.00	$107.00	246	0.00	$0.00	246.00	$26,322.00	100.00%
6.8	RCP, 36-inch	LF	59.00	$7,729.00	$131.00	59	0.00	$0.00	59.00	$7,729.00	100.00%
6.9	RCP, 42-inch	LF	232.00	$41,760.00	$180.00	232	0.00	$0.00	232.00	$41,760.00	100.00%
6.10	Trench Safety Systems	LF	4,727.00	$2,363.50	$0.50	4727	0.00	$0.00	4,727.00	$2,363.50	100.00%
6.11	18" Headwall	EA	1.00	$3,500.00	$3,500.00	1	0.00	$0.00	1.00	$3,500.00	100.00%
6.12	30" Headwall	EA	1.00	$5,200.00	$5,200.00	1	0.00	$0.00	1.00	$5,200.00	100.00%
6.13	42" Headwall	EA	1.00	$8,100.00	$8,100.00	1	0.00	$0.00	1.00	$8,100.00	100.00%
6.14	4'x4' Junction Box	EA	23.00	$124,200.00	$5,400.00	23	0.00	$0.00	23.00	$124,200.00	100.00%
6.15	5'x5' Junction Box	EA	1.00	$8,200.00	$8,200.00	1	0.00	$0.00	1.00	$8,200.00	100.00%
6.16	Connect to Existing Inlet	EA	2.00	$2,000.00	$1,000.00	2	0.00	$0.00	2.00	$2,000.00	100.00%
	SUBTOTAL DRAINAGE IMPROVEMENTS			**$679,113.50**				**$0.00**		**$679,113.50**	
	7. WATER QUALITY IMPROVEMENTS										
7.1	Major Water Quality Pond - Batch Detention	EA	1.00	$490,000.00	$490,000.00	0.8	0.00	$0.00	0.80	$392,000.00	80.00%
	SUBTOTAL WATER QUALITY IMPROVEMENTS			**$490,000.00**				**$0.00**		**$392,000.00**	
	8. DEMOLITION										
8.1	Remove Temporary Turnarounds	EA	1.00	$2,000.00	$2,000.00	1	0.00	$0.00	1.00	$2,000.00	100.00%
8.2	Driveway Cuts for Teakmill Trail and Missouri Primrose Lane (Demo curbing, sidewalk, base/asphalt, etc)	EA	2.00	$1,000.00	$500.00	2	0.00	$0.00	2.00	$1,000.00	100.00%
8.3	Plug and Cap existing inlet at Fountain Grass and Teakmill Trail	EA	1.00	$2,500.00	$2,500.00	1	0.00	$0.00	1.00	$2,500.00	100.00%
8.4	Plug and Abandon Well per TCEQ and EAA Standards	EA	1.00	$21,000.00	$21,000.00	1	0.00	$0.00	1.00	$21,000.00	100.00%
8.5	General Demo (Barn, fences, etc)	LS	1.00	$25,000.50	$25,000.50	1	0.00	$0.00	1.00	$25,000.50	100.00%
	SUBTOTAL DEMOLITION			**$51,500.50**				**$0.00**		**$51,500.50**	
	9. MISCELLANEOUS ITEMS										
9.1	Prepare SWPPP Plan, NOI, and maintain SWPPP compliance including inspections	LS	1.00	$2,500.00	$2,500.00	1	0.00	$0.00	1.00	$2,500.00	100.00%
9.2	Materials Testing	LS	1.00	$100,000.00	$100,000.00	0.8	0.00	$0.00	0.80	$80,000.00	80.00%
9.3	P&P Bonds	LS	1.00	$83,800.00	$83,800.00	1	0.00	$0.00	1.00	$83,800.00	100.00%
9.4	Re-establish disturbed Lot Pins and Staking All Front Lot Corners at Final	LS	1.00	$28,000.00	$28,000.00	0	0.00	$0.00	0.00	$0.00	0.00%
9.5	Traffic Control Plan	LS	1.00	$3,500.00	$3,500.00	0.5	0.00	$0.00	0.50	$1,750.00	50.00%
9.6	GIS/GPS Survey	LS	1.00	$12,000.00	$12,000.00	0.5	0.00	$0.00	0.50	$6,000.00	50.00%

ITEM NO.	DESCRIPTION	UNIT	CONTRACT QUANTITY	CONTRACT AMOUNT	UNIT PRICE	PREVIOUS QUANTITY	QTY THIS ESTIMATE	AMOUNT THIS ESTIMATE	QUANITITY TO DATE	AMOUNT TO DATE	PERCENT COMPLETE
	SUBTOTAL MISCELLANEOUS ITEMS			**$229,800.00**				**$0.00**		**$174,050.00**	
	LA CIMA PHASE 3, SECTION B										
	1. GENERAL										
1.1	Stabilized Construction Entrance	EA	1.00	$1,500.00	$1,500.00	1	0.00	$0.00	1.00	$1,500.00	100.00%
1.2	Tree Protection Fencing	LF	1,758.00	$6,153.00	$3.50	1758	0.00	$0.00	1,758.00	$6,153.00	100.00%
1.3	Silt Fence w/ J Hooks	LF	3,331.00	$10,825.75	$3.25	3331	0.00	$0.00	3,331.00	$10,825.75	100.00%
1.4	Mulch Sock	LF	281.00	$2,529.00	$9.00	0	0.00	$0.00	0.00	$0.00	0.00%
1.5	Rock Berm	LF	210.00	$4,830.00	$23.00	0	0.00	$0.00	0.00	$0.00	0.00%
1.6	Curb Cut/ Inlet Protection	EA	2.00	$200.00	$100.00	0	0.00	$0.00	0.00	$0.00	0.00%
1.7	Silt Fence w/ J Hooks (Post PICP ESC)	LF	2,834.00	$9,210.50	$3.25	0	0.00	$0.00	0.00	$0.00	0.00%
1.8	Funish and Install Topsoil (4" depth) and Revegetate with hydromulch in all disturbed areas	SY	32,666.00	$39,199.20	$1.20	16333	0.00	$0.00	16,333.00	$19,599.60	50.00%
	SUBTOTAL GENERAL			**$74,447.45**				**$0.00**		**$38,078.35**	
	2. CLEARING AND ROUGH CUT										
2.1	Clearing and Grubbing ROW	SY	20,814.00	$31,221.00	$1.50	20814	0.00	$0.00	20,814.00	$31,221.00	100.00%
2.2	Clearing and Grubbing Outside of ROW	SY	32,666.00	$32,666.00	$1.00	32666	0.00	$0.00	32,666.00	$32,666.00	100.00%
2.3	Excavation	CY	14,506.00	$142,158.80	$9.80	14506	0.00	$0.00	14,506.00	$142,158.80	100.00%
2.4	Excavation trenching, assuming 50% of trench spoils will be reused	CY	2,939.00	$14,695.00	$5.00	2939	0.00	$0.00	2,939.00	$14,695.00	100.00%
2.5	Embankment	CY	10,784.00	$46,371.20	$4.30	10784	0.00	$0.00	10,784.00	$46,371.20	100.00%
2.6	Hauloff	CY	6,661.00	$133,220.00	$20.00	4835	0.00	$0.00	4,835.00	$96,700.00	72.59%
	SUBTOTAL CLEARING AND ROUGH CUT			**$400,332.00**				**$0.00**		**$363,812.00**	
	3. WATER IMPROVEMENTS										
3.1	Pipe, 8-inch, C-900 PVC including pipe fittings and restraints, and all other appurtenances (all depth)	LF	3,400.00	$224,400.00	$66.00	1472	1,928.00	$127,248.00	3,400.00	$224,400.00	100.00%
3.2	Water Trench Safety Systems	LF	3,400.00	$1,700.00	$0.50	1472	1,928.00	$964.00	3,400.00	$1,700.00	100.00%
3.3	Standard Fire Hydrant Assembly, all required appurtenances	EA	7.00	$37,800.00	$5,400.00	2	5.00	$27,000.00	7.00	$37,800.00	100.00%
3.4	Gate Valve, 8-inch (including all other appurtenances)	EA	9.00	$17,100.00	$1,900.00	3	6.00	$11,400.00	9.00	$17,100.00	100.00%
3.5	Water Service, Double (including pipe, valves, meter box, and appurtenances)	EA	30.00	$46,500.00	$1,550.00	0	30.00	$46,500.00	30.00	$46,500.00	100.00%
3.6	Water Service, Single (including pipe, valves, meter box, and appurtenances)	EA	14.00	$18,340.00	$1,310.00	0	14.00	$18,340.00	14.00	$18,340.00	100.00%
3.7	Connect to Existing Water Line	EA	2.00	$4,000.00	$2,000.00	0	2.00	$4,000.00	2.00	$4,000.00	100.00%
	SUBTOTAL WATER IMPROVEMENTS			**$349,840.00**				**$235,452.00**		**$349,840.00**	
	4. WASTEWATER IMPROVEMENTS										
4.1	8" SDR-26 PVC (All Depths)	LF	3,109.00	$205,194.00	$66.00	3109	0.00	$0.00	3,109.00	$205,194.00	100.00%
4.2	Wastewater Trench Safety Systems	LF	3,109.00	$3,109.00	$1.00	3109	0.00	$0.00	3,109.00	$3,109.00	100.00%
4.3	4' Dia Standard Wastewater Manhole (0-8' depth)	LF	9.00	$53,640.00	$5,960.00	9	0.00	$0.00	9.00	$53,640.00	100.00%
4.4	4' Dia Standard Wastewater Manhole (8-13' depth)	EA	2.00	$12,200.00	$6,100.00	2	0.00	$0.00	2.00	$12,200.00	100.00%
4.5	4' Dia Drop Wastewater Manhole (8-13' depth)	EA	1.00	$7,500.00	$7,500.00	1	0.00	$0.00	1.00	$7,500.00	100.00%
4.6	Wastewater Service, Double	EA	31.00	$106,640.00	$3,440.00	31	0.00	$0.00	31.00	$106,640.00	100.00%
4.7	Wastewater Service, Single	EA	13.00	$33,800.00	$2,600.00	13	0.00	$0.00	13.00	$33,800.00	100.00%
4.8	Connect to Existing Wastewater	EA	1.00	$1,800.00	$1,800.00	1	0.00	$0.00	1.00	$1,800.00	100.00%
	SUBTOTAL WASTEWATER IMPROVEMENTS			**$423,883.00**				**$0.00**		**$423,883.00**	
	5. ROADWAY IMPROVEMENTS										
5.1	6" Subgrade Preparation (3 ft beyond curbs)	SY	14,552.00	$39,290.40	$2.70	0	0.00	$0.00	0.00	$0.00	0.00%
5.2	8" Flexible Base (3 ft beyond curbs)	SY	14,552.00	$112,050.40	$7.70	0	0.00	$0.00	0.00	$0.00	0.00%
5.3	HMAC, 2.5-inches	SY	10,838.00	$146,313.00	$13.50	0	0.00	$0.00	0.00	$0.00	0.00%
5.4	Concrete Curb and Gutter	SY	6,688.00	$90,288.00	$13.50	0	0.00	$0.00	0.00	$0.00	0.00%
5.5	Type 1 Curb Ramps and 5' x 5' Concrete Landing Pads	LF	10.00	$12,000.00	$1,200.00	0	0.00	$0.00	0.00	$0.00	0.00%
5.6	Signage and Striping per Plans	EA	1.00	$22,000.65	$22,000.65	0	0.00	$0.00	0.00	$0.00	0.00%
5.7	Street Light Foundations	LS	7.00	$12,950.00	$1,850.00	0	0.00	$0.00	0.00	$0.00	0.00%
5.8	5' Concrete Sidewalk	EA	2,042.00	$65,344.00	$32.00	0	0.00	$0.00	0.00	$0.00	0.00%

ITEM NO.	DESCRIPTION	UNIT	CONTRACT QUANTITY	CONTRACT AMOUNT	UNIT PRICE	PREVIOUS QUANTITY	QTY THIS ESTIMATE	AMOUNT THIS ESTIMATE	QUANITITY TO DATE	AMOUNT TO DATE	PERCENT COMPLETE
5.9	Concrete Valley Gutters	LF	2.00	$12,600.00	$6,300.00	0	0.00	$0.00	0.00	$0.00	0.00%
	SUBTOTAL ROADWAY IMPROVEMENTS			**$512,836.45**				**$0.00**		**$0.00**	
	6. DRAINAGE IMPROVEMENTS										
6.1	Curb Inlet, 5-foot.	EA	1.00	$4,700.00	$4,700.00	0	0.00	$0.00	0.00	$0.00	0.00%
6.2	Curb Inlet, 10-foot.	EA	10.00	$63,000.00	$6,300.00	0	0.00	$0.00	0.00	$0.00	0.00%
6.3	Curb Inlet, 15-foot.	EA	2.00	$19,200.00	$9,600.00	0	0.00	$0.00	0.00	$0.00	0.00%
6.4	RCP, 18-inch.	LF	622.00	$41,674.00	$67.00	206	416.00	$27,872.00	622.00	$41,674.00	100.00%
6.5	RCP, 24-inch.	LF	1,151.00	$97,835.00	$85.00	380	200.00	$17,000.00	580.00	$49,300.00	50.39%
6.6	RCP, 30-inch	LF	216.00	$23,760.00	$110.00	72	0.00	$0.00	72.00	$7,920.00	33.33%
6.7	Trench Safety Systems	LF	1,989.00	$994.50	$0.50	0	0.00	$0.00	0.00	$0.00	0.00%
6.8	18" Headwall	EA	1.00	$3,300.00	$3,300.00	0	0.00	$0.00	0.00	$0.00	0.00%
6.9	30" Headwall	EA	1.00	$4,800.00	$4,800.00	0	0.00	$0.00	0.00	$0.00	0.00%
6.10	4'x4' Junction Box	EA	8.00	$41,600.00	$5,200.00	0	0.00	$0.00	0.00	$0.00	0.00%
6.11	Connect to Existing Inlet	EA	1.00	$500.00	$500.00	0	0.00	$0.00	0.00	$0.00	0.00%
	SUBTOTAL DRAINAGE IMPROVEMENTS			**$301,363.50**				**$44,872.00**		**$98,894.00**	
	7. WATER QUALITY IMPROVEMENTS										
7.1	Minor Water Quality Pond - Batch Detention	EA	1.00	$180,000.10	$180,000.10	0.2	0.30	$54,000.03	0.50	$90,000.05	50.00%
7.2	Existing Pond A Modifications (Rip rap, 3" curb, etc.)	LS	1.00	$5,000.00	$5,000.00	0	0.00	$0.00	0.00	$0.00	0.00%
	SUBTOTAL WATER QUALITY IMPROVEMENTS			**$185,000.10**				**$54,000.03**		**$90,000.05**	
	8. DEMOLITION										
8.1	Remove Temporary Turnarounds	EA	1.00	$2,000.50	$2,000.50	1	0.00	$0.00	1.00	$2,000.50	100.00%
	SUBTOTAL DEMOLITION			**$2,000.50**				**$0.00**		**$2,000.50**	
	9. MISCELLANEOUS ITEMS										
9.1	Prepare SWPPP Plan, NOI, and maintain SWPPP compliance including inspection	LS	1.00	$2,500.00	$2,500.00	1	0.00	$0.00	1.00	$2,500.00	100.00%
9.2	Materials Testing	LS	1.00	$42,000.00	$42,000.00	0.45	0.00	$0.00	0.45	$18,900.00	45.00%
9.3	P&P Bonds	LS	1.00	$35,600.00	$35,600.00	1	0.00	$0.00	1.00	$35,600.00	100.00%
9.4	Re-establish disturbed Lot Pins and Staking All Front Lot Corners at Final	LS	1.00	$12,000.00	$12,000.00	0	0.00	$0.00	0.00	$0.00	0.00%
9.5	Traffic Control Plan	LS	1.00	$3,500.00	$3,500.00	0.5	0.00	$0.00	0.50	$1,750.00	50.00%
9.6	GIS/GPS Survey	LS	1.00	$6,000.00	$6,000.00	0.5	0.00	$0.00	0.50	$3,000.00	50.00%
	SUBTOTAL MISCELLANEOUS ITEMS			**$101,600.00**				**$0.00**		**$61,750.00**	
	CHANGE ORDER #7										
	1/3 SPLIT OF WATER PIPE COST INCREASES	LS	1.00	$12,515.40	$12,515.40	1	0.00	$0.00	1.00	$12,515.40	100.00%
	HAUL OFF DRY UTILITY SPOILS GENERATED BY OTHERS	CY	2,400.00	$48,000.00	$20.00	0	0.00	$0.00	0.00	$0.00	0.00%
	SUBTOTAL CHANGE ORDER #7			**$60,515.40**				**$0.00**		**$12,515.40**	
	TOTAL CONTRACT			**$8,077,342.40**				**$334,324.03**		**$5,892,412.55**	
	SUBTOTAL PHASE 3 SECTION A			**$5,665,524.00**				**$0.00**		**$4,451,639.25**	
	SUBTOTAL PHASE 3 SECTION B			**$2,351,303.00**				**$334,324.03**		**$1,428,257.90**	
	CHANGE ORDERS			**$60,515.40**				**$0.00**		**$12,515.40**	

Contractor: AUSTIN ENGINEERING CO. INC.
P.O. BOX 342349
AUSTIN TEXAS 78734
PHONE: (512) 327-1464 FAX: (512) 327-1765

INVOICE

Estimate Number: **SEVEN (7)** Invoice No **22035**

Estimate Date: **5/13/2022** **RETAINAGE**

Owner: LCSM PH 2, LLC
c/o NATURAL DEVELOPMENT AUSTIN
11612 FM 2244, BUILDING 1, STE. 140
AUSTIN, TEXAS 78738

Included in Phase 3 Improvements

Original Contract Amount:	**$455,070.00**
Change Orders	13,735.00
Contract Amount	$468,805.00

Project: **LA CIMA PH 2 - AMENITY CENTER/CENTRAL PARK LOOP EXTENSION** **AECO Client No. 120** AECo. Job No. **21010**

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT	PREVIOUS QTY	PREVIOUS AMOUNT	CURRENT QTY	CURRENT AMOUNT	TOTAL QTY	TOTAL AMOUNT	% COMPL
LA CIMA PH 2 - AMENITY CENTER/CENTRAL PARK LOOP EXTENSION												
1. GENERAL												
1.1	STABILIZED CONSTRUCTION ENTRANCE	1	EA	$ 1,500.00	$ 1,500.00	1.0	$ 1,500.00	0.0	$ -	1.0	$ 1,500.00	100%
1.2	SILT FENCE W/ J HOOKS	1,033	LF	$ 2.50	$ 2,582.50	1033.0	$ 2,582.50	0.0	$ -	1033.0	$ 2,582.50	100%
1.3	TREE PROTECTION	163	LF	$ 4.00	$ 652.00	163.0	$ 652.00	0.0	$ -	163.0	$ 652.00	100%
1.4	CURB CUT/ INLET PROTECTION	1	EA	$ 80.00	$ 80.00	1.0	$ 80.00	0.0	$ -	1.0	$ 80.00	100%
1.5	FUNISH & INSTALL TOPSOIL (4" DEPTH) & REVEGETATE WITH HYDROMULCH IN ALL DISTURBED AREAS	2,290	SY	$ 2.00	$ 4,580.00	2290.0	$ 4,580.00	0.0	$ -	2290.0	$ 4,580.00	100%
	SUBTOTAL GENERAL CONSTRUCTION				**$ 9,394.50**		**$ 9,394.50**		**$ -**		**$ 9,394.50**	100%
2. CLEARING & ROUGH CUT												
2.1	CLEARING & GRUBBING ROW	5,055	SY	$ 1.00	$ 5,054.78	5055.0	$ 5,054.78	0.0	$ -	5055.0	$ 5,054.78	100%
2.2	CLEARING & GRUBBING OUTSIDE ROW	61.00	SY	$ 1.00	$ 61.00	61.0	$ 61.00	0.0	$ -	61.0	$ 61.00	100%
2.3	EXCAVATION	1,990	CY	$ 12.00	$ 23,880.00	1990.0	$ 23,880.00	0.0	$ -	1990.0	$ 23,880.00	100%
2.4	EMBANKMENT	338	CY	$ 4.00	$ 1,352.00	338.0	$ 1,352.00	0.0	$ -	338.0	$ 1,352.00	100%
2.5	HAULOFF	1,652	CY	$ 20.00	$ 33,040.00	1652.0	$ 33,040.00	0.0	$ -	1652.0	$ 33,040.00	100%
	SUBTOTAL CLEARING & ROUGH CUT				**$ 63,387.78**		**$ 63,387.78**		**$ -**		**$ 63,387.78**	100%
3. WATER IMPROVEMENTS												
3.1	PIPE, 8 C-900 PVC	144	LF	$ 75.00	$ 10,800.00	144.0	$ 10,800.00	0.0	$ -	144.0	$ 10,800.00	100%
3.2	PIPE, 12 C-900 PVC	505	LF	$ 110.00	$ 55,550.00	505.0	$ 55,550.00	0.0	$ -	505.0	$ 55,550.00	100%
3.3	WATER TRENCH SAFETY SYSTEMS	649	LF	$ 2.00	$ 1,298.00	649.0	$ 1,298.00	0.0	$ -	649.0	$ 1,298.00	100%
3.4	2" GATE VALVE	2	EA	$ 950.00	$ 1,900.00	2.0	$ 1,900.00	0.0	$ -	2.0	$ 1,900.00	100%
3.5	8" GATE VALVE	3	EA	$ 1,900.00	$ 5,700.00	3.0	$ 5,700.00	0.0	$ -	3.0	$ 5,700.00	100%
3.6	12" GATE VALVE	2	EA	$ 3,000.00	$ 6,000.00	2.0	$ 6,000.00	0.0	$ -	2.0	$ 6,000.00	100%
3.7	STANDARD FIRE HYDRANT ASSEMBLY	1	EA	$ 5,700.00	$ 5,700.00	1.0	$ 5,700.00	0.0	$ -	1.0	$ 5,700.00	100%
3.8	AUTO FLUSH VALVE	1	EA	$ 13,000.00	$ 13,000.00	1.00	$ 13,000.00	0.00	$ -	1.00	$ 13,000.00	100%
3.9	CONNECT TO EXISTING WATER LINE	2	EA	$ 4,300.00	$ 8,600.00	2.0	$ 8,600.00	0.0	$ -	2.0	$ 8,600.00	100%
3.10	DISINFECTION SAMPLE PORT	1	EA	$ 3,000.00	$ 3,000.00	1.0	$ 3,000.00	0.0	$ -	1.0	$ 3,000.00	100%
	SUBTOTAL WATER IMPROVEMENTS				**$ 111,548.00**		**$ 111,548.00**		**$ -**		**$ 111,548.00**	100%
5. ROADWAY IMPROVEMENTS												
5.1	6" SUBGRADE PREPARATION	2,871	SY	$ 5.00	$ 14,355.00	2871.0	$ 14,355.00	0.0	$ -	2871.0	$ 14,355.00	100%
5.2	14" FLEXIBLE BASE	2,871	SY	$ 16.00	$ 45,936.00	2871.0	$ 45,936.00	0.0	$ -	2871.0	$ 45,936.00	100%
5.3	HMAC 3"	2,140	SY	$ 17.00	$ 36,380.00	2140.0	$ 36,380.00	0.0	$ -	2140.0	$ 36,380.00	100%

Contractor: AUSTIN ENGINEERING CO. INC.
P.O. BOX 342349
AUSTIN TEXAS 78734
PHONE: (512) 327-1464 FAX: (512) 327-1765

INVOICE

Estimate Number: **SEVEN (7)** Invoice No **22035**

Estimate Date: **5/13/2022** **RETAINAGE**

Owner: LCSM PH 2, LLC
c/o NATURAL DEVELOPMENT AUSTIN
11612 FM 2244, BUILDING 1, STE. 140
AUSTIN, TEXAS 78738

Original Contract Amount:	**$455,070.00**
Change Orders	13,735.00
Contract Amount	$468,805.00

Project: **LA CIMA PH 2 - AMENITY CENTER/CENTRAL PARK LOOP EXTENSION** **AECO Client No. 120** AECo. Job No. **21010**

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT	PREVIOUS QTY	PREVIOUS AMOUNT	CURRENT QTY	CURRENT AMOUNT	TOTAL QTY	TOTAL AMOUNT	% COMPL
5.4	CONCRETE CURB & GUTTER	617	LF	$ 20.00	$ 12,340.00	617.0	$ 12,340.00	0.0	$ -	617.0	$ 12,340.00	100%
5.5	RIBBON CURB	617	LF	$ 15.50	$ 9,563.50	617.0	$ 9,563.50	0.0	$ -	617.0	$ 9,563.50	100%
5.6	TYPE 1 CURB RAMPS & 5' x 5' CONCRETE LANDING PADS	6	EA	$ 1,500.00	$ 9,000.00	6.0	$ 9,000.00	0.0	$ -	6.0	$ 9,000.00	100%
5.7	SIGNAGE & STRIPING PER PLANS	1	LS	$ 19,500.00	$ 19,500.00	1.0	$ 19,500.00	0.0	$ -	1.0	$ 19,500.00	100%
5.8	4' CONCRETE SIDEWALK	115	LF	$ 35.00	$ 4,025.00	115.0	$ 4,025.00	0.0	$ -	115.0	$ 4,025.00	100%
5.9	6' CONCRETE SIDEWALK	1,101	LF	$ 40.00	$ 44,040.00	1101.0	$ 44,040.00	0.0	$ -	1101.0	$ 44,040.00	100%
5.10	VALLEY GUTTER	1	EA	$ 4,500.00	$ 4,500.00	1.0	$ 4,500.00	0.0	$ -	1.0	$ 4,500.00	100%
	SUBTOTAL ROADWAY IMPROVEMENTS				**$ 199,639.50**		**$ 199,639.50**		**$ -**		**$ 199,639.50**	100%
6. DRAINAGE IMPROVEMENTS												
6.1	10' CURB INLET	1	EA	$ 6,500.00	$ 6,500.00	1.0	$ 6,500.00	0.0	$ -	1.0	$ 6,500.00	100%
6.2	4' x 4' FOUR-SIDED AREA INLET	1	EA	$ 6,600.00	$ 6,600.00	1.0	$ 6,600.00	0.0	$ -	1.0	$ 6,600.00	100%
6.3	18" RCP	500	LF	$ 85.00	$ 42,500.00	500.0	$ 42,500.00	0.0	$ -	500.0	$ 42,500.00	100%
6.4	TRENCH SAFETY SYSTEMS	500	LF	$ 2.00	$ 1,000.00	500.0	$ 1,000.00	0.0	$ -	500.0	$ 1,000.00	100%
6.5	4' x 4' JUNCTION BOX	2	EA	$ 6,000.00	$ 12,000.00	2.0	$ 12,000.00	0.0	$ -	2.0	$ 12,000.00	100%
6.6	18" 3:1 SLOPED HEADWALL	1	EA	$ 2,500.00	$ 2,500.00	1.0	$ 2,500.00	0.0	$ -	1.0	$ 2,500.00	100%
	SUBTOTAL DRAINAGE IMPROVEMENTS				**$ 71,100.00**		**$ 71,100.00**		**$ -**		**$ 71,100.00**	100%
CHANGE ORDER NO. 1												
1.0	IRRIGATION SERVICE	1	EA	$ 3,500.00	$ 3,500.00	1.0	$ 3,500.00	0.0	$ -	1.0	$ 3,500.00	100%
2.0	6" SLEEVES	445	LF	$ 23.00	$ 10,235.00	445.0	$ 10,235.00	0.0	$ -	445.0	$ 10,235.00	100%
	SUBTOTAL CHANGE ORDER NO. 1				**$ 13,735.00**		**$ 13,735.00**		**$ -**		**$ 13,735.00**	100%
	TOTAL OVERALL IMPROVEMENTS:				**$ 468,804.78**		**$ 468,804.78**		**$ -**		**$ 468,804.78**	100%

Total Work Complete to Date	$ 468,804.78
Less 10% Retainage	$ -
Subtotal	$ 468,804.78
Less Previous Pay Request	**$ 421,924.30**
Amount Due This Estimate	**$ 46,880.48**

Submitted by:
AUSTIN ENGINEERING CO. INC.

Date:

Approved for Payment:
LCSM PH 2, LLC

Signature & Title
Date:

Approved by Engineer:
DOUCET & ASSOCIATES

Signature & Title

Date:

APPLICATION AND CERTIFICATE FOR PAYMENT

TO OWNER:	PROJECT:	APPLICATION #:	Seven (7)	Distribution to:	
LCSM PH 4, LLC. 11612 FM 2244, BLDG. 1, STE. 140 AUSTIN, TEXAS 78738	LA CIMA PHASE 4	PERIOD TO:	07/31/22		
		PROJECT #:	21044	x	Owner
		APPLICATION DATE:	7/25/2022	x	Const. Mgr
		CONTRACT DATE:	10/27/21	x	Engineer
					Contractor
FROM CONTRACTOR:	VIA ENGINEER:				
LIBERTY CIVIL CONSTRUCTION, LLC 2937 HERO WAY LEANDER, TEXAS 78641	BOWMAN CONSULTING 1120 S. CAP. OF TX HWY., BLDG. 3, STE. 220 AUSTIN, TEXAS 78746				
CONTRACT FOR: STREETS AND UTILITIES					

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.

Continuation Sheet is attached.

1. ORIGINAL CONTRACT SUM	$	5,166,636.40
2. Net change by Change Orders	$	732,400.97
3. CONTRACT SUM TO DATE (Line 1 +/- 2)	$	5,899,037.37
4. TOTAL COMPLETED & STORED TO DATE- (Column G on Continuation Sheet)	$	4,400,587.53
5. RETAINAGE:		
a. 10.0% of Completed Work (Columns D+E on Continuation Sheet)	$	440,058.75
b. 0.0% of Stored Material (Column F on Continuation Sheet)	$	0.00
Total Retainage (Line 5a + 5b or Total in Column 1 of Continuation Sheet)	$	440,058.75
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	$	3,960,528.78
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	$	3,490,892.70
8. CURRENT PAYMENT DUE	$	**469,636.08**
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	$	1,938,508.59

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	$732,400.97	
Total approved this Month		
TOTALS	$732,400.97	$0.00
NET CHANGES by Change Order	$732,400.97	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown therein is now due.

CONTRACTOR: LIBERTY CIVIL CONSTRUCTION, LLC

By: MG BC Date: 7-25-2022

State of: TEXAS
County of: WILLIAMSON
Subscribed and sworn to before me this 25 day of July, 2022

STACY SMALL
Notary Public, State of Texas
Comm. Expires 03-04-2024
Notary ID 11068934

Notary Public: Stacy Small
My Commission expires: 03/04/24

CERTIFICATE FOR PAYMENT

In accordance with Contract Documents, based on on-site observations and the data comprising application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the CURRENT PAYMENT DUE.

Construction Phase Engineer: ***318 Group, LLC.***

By: _____ Date: _____

James McCann

Owner's Representative: ***Natural Development Austin, LLC. (for La Cima San Marcos, LLC.)***

By: _____ Date: _____

This Certificate is not negotiable. The CURRENT PAYMENT DUE is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner of Contractor under this Contract.

CONTINUATION SHEET

ATTACHMENT TO PAY APPLICATION

PROJECT: LA CIMA PHASE 4

APPLICATION NUMBER: Seven (7)
APPLICATION DATE: 07/25/22
PERIOD TO: 31-Jul-22

A	B				C	D		E	F		G		H	I
Item No.	Description of Work	UNIT	QTY	UNIT PRICE	Scheduled Value	QUANTITY COMPLETED PREVIOUS	QUANTITY COMPLETED THIS PERIOD	QUANTITY COMPLETED TO DATE	PREVIOUS AMOUNT	AMOUNT THIS PERIOD	AMOUNT TO DATE	% (G/C)	Balance To Finish (C - G)	Retainage
	1.0 GENERAL													
1.1	Stabilized Construction Entrance	EA	1	$2,472.24	$2,472.24	1.00		1.00	2,472.24	0.00	2,472.24	100%	0.00	247.22
1.2	Tree Protection Fencing	LF	400	$4.19	$1,676.00	400.00		400.00	1,676.00	0.00	1,676.00	100%	0.00	167.60
1.3	Silt Fence (w/ J-hooks)	LF	18,392	$3.34	$61,429.28	18,392.00		18,392.00	61,429.28	0.00	61,429.28	100%	0.00	6,142.93
1.4	Rock Berm	LF	500	$26.73	$13,365.00	0.00		0.00	0.00	0.00	0.00	0%	13,365.00	0.00
1.5	Curb Cut/ Inlet Protection	EA	19	$103.27	$1,962.13	0.00	19.00	19.00	0.00	1,962.13	1,962.13	100%	0.00	196.21
1.6	SWPPP Document Prep, Posdtin, Notices and Inspections	LS	1	$4,252.33	$4,252.33	0.80	0.10	0.90	3,401.86	425.23	3,827.10	90%	425.23	382.71
1.7	Construction Materials Testing	LS	1	$83,958.12	$83,958.12	0.80	0.10	0.90	67,166.50	8,395.81	75,562.31	90%	8,395.81	7,556.23
1.8	Re-Establish disturbed property pins and staking all property corners after backfilling curb	LS	1	$11,359.81	$11,359.81	0.00	1.00	1.00	0.00	11,359.81	11,359.81	100%	0.00	1,135.98
1.9	Furnish and Install Topsoil (4" depth) and Revegetate with Hydromulch in All Disturbed Areas	SY	28,586	$4.94	$141,214.84	20,050.00		20,050.00	99,047.00	0.00	99,047.00	70%	42,167.84	9,904.70
	SUBTOTAL GENERAL				**$321,689.75**				**$ 235,192.88**	**$ 22,142.99**	**$ 257,335.87**	**80%**	**$ 64,353.89**	**$ 25,733.59**
	2.0 CLEARING AND ROUGH CUT													
2.1	Clear and Grub ROW	SY	44,173	$0.79	$ 34,896.67	44,173.00		44,173.00	34,896.67	0.00	34,896.67	100%	0.00	3,489.67
2.2	Clear and Grub outside of ROW	SY	40,516	$0.79	$ 32,007.64	40,516.00		40,516.00	32,007.64	0.00	32,007.64	100%	0.00	3,200.76
2.3	Excavation	CY	27,945	$21.26	$ 594,110.70	27,945.00		27,945.00	594,110.70	0.00	594,110.70	100%	0.00	59,411.07
2.4	Embankment	CY	22,915	$5.77	$ 132,219.55	22,915.00		22,915.00	132,219.55	0.00	132,219.55	100%	0.00	13,221.96
	SUBTOTAL CLEARING AND ROUGH CUT				**$ 793,234.56**				**$ 793,234.56**	**$ -**	**$ 793,234.56**	**100%**	**$ -**	**$ 79,323.46**
	3.0 WASTEWATER IMPROVEMENTS													
3.1	8" SDR-26 PVC (0'-8')	LF	2,381	$52.63	$ 125,312.03	2,381.00		2,381.00	125,312.03	0.00	125,312.03	100%	0.00	12,531.20
3.2	8" SDR-26 PVC (8'-12')	LF	3,260	$58.97	$ 192,242.20	3,260.00		3,260.00	192,242.20	0.00	192,242.20	100%	0.00	19,224.22
3.3	8" SDR-26 PVC (12'-16')	LF	1,049	$66.23	$ 69,475.27	1,049.00		1,049.00	69,475.27	0.00	69,475.27	100%	0.00	6,947.53
3.4	4' Dia Standard Wastewater Manhole (8 ft. depth)	EA	40	$5,818.81	$ 232,752.40	40.00		40.00	232,752.40	0.00	232,752.40	100%	0.00	23,275.24
3.5	4' Dia Standard Wastewater Manhole (8 ft. depth) W/VENT	EA	2	$7,869.38	$ 15,738.76	2.00		2.00	15,738.76	0.00	15,738.76	100%	0.00	1,573.88
3.6	Additional Vertical Feet of Manhole	LF	40	$668.79	$ 26,751.60	40.00		40.00	26,751.60	0.00	26,751.60	100%	0.00	2,675.16
3.7	Single Gravity WW Service	EA	14	$3,359.65	$ 47,035.10	14.00		14.00	47,035.10	0.00	47,035.10	100%	0.00	4,703.51
3.8	Double Gravity WW Service	EA	48	$4,297.85	$ 206,296.80	48.00		48.00	206,296.80	0.00	206,296.80	100%	0.00	20,629.68
3.9	Trench Safety Systems for Wastewater Line	LF	6,690	$1.21	$ 8,094.90	6,690.00		6,690.00	8,094.90	0.00	8,094.90	100%	0.00	809.49
3.10	Connect to Existing WW MH	EA	2	$3,372.24	$ 6,744.48	2.00		2.00	6,744.48	0.00	6,744.48	100%	0.00	674.45
	SUBTOTAL WASTEWATER IMPROVEMENTS				**$ 930,443.54**				**$ 930,443.54**	**$ -**	**$ 930,443.54**	**100%**	**$ -**	**$ 93,044.35**
	4.0 POTABLE WATER IMPROVEMENTS													
4.1	8" C-900 DR-14 PVC WL including pipe, fittings, restraints, and all other appurtenances (all depths)	LF	6,891	$59.58	$ 410,565.78	6,891.00		6,891.00	410,565.78	0.00	410,565.78	100%	0.00	41,056.58
4.2	8" Gate Valve, including all other appurtenances	EA	23	$2,307.06	$ 53,062.38	23.00		23.00	53,062.38	0.00	53,062.38	100%	0.00	5,306.24
4.3	Standard Fire Hydrant Assembly, including pipe, fittings, restraints, valve, hydrant, and all other required appurtenances	EA	13	$6,451.92	$ 83,874.96	13.00		13.00	83,874.96	0.00	83,874.96	100%	0.00	8,387.50
4.4	Single Service including pipe, valves, meter box and appurtenances	EA	28	$1,524.43	$ 42,684.04	24.00	4.00	28.00	36,586.32	6,097.72	42,684.04	100%	0.00	4,268.40

CONTINUATION SHEET

ATTACHMENT TO PAY APPLICATION

PROJECT: LA CIMA PHASE 4

APPLICATION NUMBER: Seven (7)
APPLICATION DATE: 07/25/22
PERIOD TO: 31-Jul-22

A	B				C	D		E	F		G		H	I
Item No.	Description of Work	UNIT	QTY	UNIT PRICE	Scheduled Value	QUANTITY COMPLETED PREVIOUS	QUANTITY COMPLETED THIS PERIOD	QUANTITY COMPLETED TO DATE	PREVIOUS AMOUNT	AMOUNT THIS PERIOD	AMOUNT TO DATE	% (G/C)	Balance To Finish (C - G)	Retainage
4.5	Double Service including pipe, valves, meter box and appurtenances	EA	41	$1,840.82	$ 75,473.62	35.00	6.00	41.00	64,428.70	11,044.92	75,473.62	100%	0.00	7,547.36
4.6	Trench Safety System for Water Line	EA	6,891	$0.61	$ 4,203.51	6,891.00		6,891.00	4,203.51	0.00	4,203.51	100%	0.00	420.35
4.7	Connect to Existing Water Line	EA	1	$5,672.57	$ 5,672.57	1.00		1.00	5,672.57	0.00	5,672.57	100%	0.00	567.26
	SUBTOTAL POTABLE WATER IMPROVEMENTS				**$ 675,536.86**				**$ 658,394.22**	**$ 17,142.64**	**$ 675,536.86**	**100%**	**$ -**	**$ 67,553.69**
	5.0 DRAINAGE IMPROVEMENTS													
5.1	5'x4' Box Culvert	LF	97	$422.71	$41,002.87	97.00		97.00	41,002.87	0.00	41,002.87	100%	0.00	4,100.29
5.2	48" CL III RCP	LF	94	$207.19	$19,475.86	56.00	38.00	94.00	11,602.64	7,873.22	19,475.86	100%	0.00	1,947.59
5.3	36" CL III RCP	LF	421	$150.84	$63,503.64	252.00	169.00	421.00	38,011.68	25,491.96	63,503.64	100%	0.00	6,350.36
5.4	30" CL III RCP	LF	1,380	$128.59	$177,454.20	828.00	552.00	1,380.00	106,472.52	70,981.68	177,454.20	100%	0.00	17,745.42
5.5	24" CL III RCP	LF	750	$93.29	$69,967.50	450.00	300.00	750.00	41,980.50	27,987.00	69,967.50	100%	0.00	6,996.75
5.6	18" CL III RCP	LF	1,600	$62.76	$100,416.00	960.00	640.00	1,600.00	60,249.60	40,166.40	100,416.00	100%	0.00	10,041.60
5.8	TXDOT 5'x4' FW-0 HEADWALL W/DISSIPATORS	EA	1	$18,291.35	$18,291.35	0.00	1.00	1.00	0.00	18,291.35	18,291.35	100%	0.00	1,829.14
5.8	TXDOT 5'x4' SETB-CD	EA	1	$14,050.80	$14,050.80	0.00	1.00	1.00	0.00	14,050.80	14,050.80	100%	0.00	1,405.08
5.8	TXDOT 24" CH-PW-0 HEADWALL	EA	2	$9,980.17	$19,960.34	0.00	2.00	2.00	0.00	19,960.34	19,960.34	100%	0.00	1,996.03
5.9	TXDOT 30" CH-PW-0 HEADWALL	EA	3	$10,131.45	$30,394.35	0.00	3.00	3.00	0.00	30,394.35	30,394.35	100%	0.00	3,039.44
5.10	48" Std. Headwall W/Dissipators	EA	3	$11,326.05	$33,978.15	0.00	3.00	3.00	0.00	33,978.15	33,978.15	100%	0.00	3,397.82
5.11	36" Std. Headwall W/Dissipators	EA	3	$7,820.73	$23,462.19	0.00	3.00	3.00	0.00	23,462.19	23,462.19	100%	0.00	2,346.22
5.12	30" Std. Headwall W/Dissipators	EA	1	$7,287.16	$7,287.16	0.00	1.00	1.00	0.00	7,287.16	7,287.16	100%	0.00	728.72
5.15	4' x 4' Area Inlet	EA	1	$5,086.48	$5,086.48	0.60	0.40	1.00	3,051.89	2,034.59	5,086.48	100%	0.00	508.65
5.16	10' Curb Inlet	EA	16	$7,400.31	$118,404.96	8.00	8.00	16.00	59,202.48	59,202.48	118,404.96	100%	0.00	11,840.50
5.17	15' Curb Inlet	EA	2	$16,488.25	$32,976.50	1.00	1.00	2.00	16,488.25	16,488.25	32,976.50	100%	0.00	3,297.65
5.18	Rock Riprap - 6" Depth	CY	194	$240.09	$46,577.46	0.00		0.00	0.00	0.00	0.00	0%	46,577.46	0.00
5.19	8'x8' Inlet Structure	EA	3	$18,150.68	$54,452.04	1.50	1.50	3.00	27,226.02	27,226.02	54,452.04	100%	0.00	5,445.20
5.20	Trench Safety System for Storm Sewers	LF	4,404	$1.21	$5,328.84	2,270.00	2,134.00	4,404.00	2,746.70	2,582.14	5,328.84	100%	0.00	532.88
5.21	4x4 JUNCTION BOX W/RISER (TXDOT DETAIL PG 88)	EA	11	$5,486.24	$60,348.64	6.00	5.00	11.00	32,917.44	27,431.20	60,348.64	100%	0.00	6,034.86
5.22	5' Dia Standard Stormwater Manhole	EA	2	$6,004.43	$12,008.86	1.00	1.00	2.00	6,004.43	6,004.43	12,008.86	100%	0.00	1,200.89
5.23	4' Dia Standard Stormwater Manhole	EA	2	$5,198.28	$10,396.56	1.00	1.00	2.00	5,198.28	5,198.28	10,396.56	100%	0.00	1,039.66
	SUBTOTAL DRAINAGE IMPROVEMENTS				**$964,824.75**				**$452,155.30**	**$466,091.99**	**$918,247.29**	**95%**	**$46,577.46**	**$91,824.73**
	6.0 WATER QUALITY IMPROVEMENTS													
6.1	WQ Pond 1 including flatwork, 12' Concrete access road, riprap, controller, valves, liner and all other appurtenances. Excavation and embankment shall be included in items 2.3 and 2.4	LS	1	$128,848.40	$128,848.40	0.70		0.70	90,193.88	0.00	90,193.88	70%	38,654.52	9,019.39
6.2	WQ Pond 2 including flatwork, 12' Concrete access road, riprap, controller, valves, liner and all other appurtenances. Excavation and embankment shall be included in items 2.3 and 2.4	LS	1	$121,173.02	$121,173.02	0.70		0.70	84,821.11	0.00	84,821.11	70%	36,351.91	8,482.11
6.3	WQ Pond 3 including flatwork, 12' Concrete access road, riprap, controller, valves, liner and all other appurtenances. Excavation and embankment shall be included in items 2.3 and 2.4	LS	1	$108,336.11	$108,336.11	0.70		0.70	75,835.28	0.00	75,835.28	70%	32,500.83	7,583.53
	SUBTOTAL WATER QUALITY IMPROVEMENTS				**$358,357.53**				**$250,850.27**	**$0.00**	**$250,850.27**	**70%**	**$107,507.26**	**$25,085.03**

CONTINUATION SHEET

ATTACHMENT TO PAY APPLICATION

PROJECT: LA CIMA PHASE 4

APPLICATION NUMBER: Seven (7)
APPLICATION DATE: 07/25/22
PERIOD TO: 31-Jul-22

A	B				C	D		E	F		G		H	I
Item No.	Description of Work	UNIT	QTY	UNIT PRICE	Scheduled Value	QUANTITY COMPLETED PREVIOUS	QUANTITY COMPLETED THIS PERIOD	QUANTITY COMPLETED TO DATE	PREVIOUS AMOUNT	AMOUNT THIS PERIOD	AMOUNT TO DATE	% (G/C)	Balance To Finish (C - G)	Retainage
	7.0 ROADWAY IMPROVEMENTS													
7.1	Subgrade Preparation (3' BOC)	SY	29,572	$2.20	$65,058.40		3,000.00	3,000.00	0.00	6,600.00	6,600.00	10%	58,458.40	660.00
7.2	11" Flexible Base (3' BOC)	SY	4,736	$11.20	$53,043.20			0.00	0.00	0.00	0.00	0%	53,043.20	0.00
7.3	8" Flexible Base (3' BOC)	SY	24,836	$8.82	$219,053.52			0.00	0.00	0.00	0.00	0%	219,053.52	0.00
7.4	2.5" Hot Mix Asphalt	SY	22,553	$15.41	$347,541.73			0.00	0.00	0.00	0.00	0%	347,541.73	0.00
7.5	Concrete Ribon Curb	LF	2,508	$15.31	$38,397.48			0.00	0.00	0.00	0.00	0%	38,397.48	0.00
7.6	Concrete Curb & Gutter	LF	10,279	$17.50	$179,882.50			0.00	0.00	0.00	0.00	0%	179,882.50	0.00
7.7	Type 1 Curb Ramps and 5' x 5' Concrete Landing Pads	EA	14	$1,206.15	$16,886.10			0.00	0.00	0.00	0.00	0%	16,886.10	0.00
7.8	Signage and Striping per Plans	LS	1	$16,408.55	$16,408.55			0.00	0.00	0.00	0.00	0%	16,408.55	0.00
7.9	4' Concrete Sidewalk	LF	260	$30.63	$7,963.80			0.00	0.00	0.00	0.00	0%	7,963.80	0.00
8.00	6' Concrete Sidewalk	LF	2,447	$41.48	$101,501.56			0.00	0.00	0.00	0.00	0%	101,501.56	0.00
	SUBTOTAL ROADWAY IMPROVEMENTS				**$1,045,736.84**				**$0.00**	**$6,600.00**	**$6,600.00**	**1%**	**$1,039,136.84**	**$660.00**
	8.0 ADMINISTRATIVE													
8.1	Payment and Performance Bond	LS	1	$64,055.56	$64,055.56	1.00		1.00	64,055.56	0.00	64,055.56	100%	0.00	6,405.56
8.2	As-Built Survey of all Surface Features (per new City of San Marcos close-out requirements)	LS	1	$12,757.01	$12,757.01		1.00	1.00	0.00	12,757.01	12,757.01	100%	0.00	1,275.70
	SUBTOTAL ADMINISTRATIVE				**$76,812.57**				**$64,055.56**	**$12,757.01**	**$76,812.57**	**100%**	**$0.00**	**$7,681.26**
	CHANGE ORDER #1													
	CLEARING AND ROUGH CUT													
	Clear and Grub outside of ROW	SY	4,942	$0.79	$3,904.18	4,942.00		4,942.00	3,904.18	0.00	3,904.18	100%	0.00	390.42
	Excavation	CY	7,402	$21.26	$157,366.52	7,402.00		7,402.00	157,366.52	0.00	157,366.52	100%	0.00	15,736.65
	Stockpile Excess Onsite (no processing)	CY	7,420	$2.25	$16,695.00	7,420.00		7,420.00	16,695.00	0.00	16,695.00	100%	0.00	1,669.50
	GENERAL				$0.00	0.00		0.00	0.00	0.00	0.00	#DIV/0!	0.00	0.00
	Rock Berm	LF	145	$26.73	$3,875.85	145.00		145.00	3,875.85	0.00	3,875.85	100%	0.00	387.59
	Silt Fence	LF	600	$3.34	$2,004.00	600.00		600.00	2,004.00	0.00	2,004.00	100%	0.00	200.40
	WASTEWATER IMPROVEMENTS													
	8" SDR-26 PVC (8'-12')	LF	31	$58.97	$1,828.07	31.00		31.00	1,828.07	0.00	1,828.07	100%	0.00	182.81
	4' Dia Standard Wastewater Manhole (8 ft. depth)	EA	2	$5,818.81	$11,637.62	2.00		2.00	11,637.62	0.00	11,637.62	100%	0.00	1,163.76
	Additional Vertical Feet of Manhole	VF	8	$668.79	$5,350.32	8.00		8.00	5,350.32	0.00	5,350.32	100%	0.00	535.03
	Trench Safety Systems for Wastewater Line	LF	31	$1.21	$37.51	31.00		31.00	37.51	0.00	37.51	100%	0.00	3.75
	4' Dia DROP Standard Wastewater Manhole	EA	1	$11,374.00	$11,374.00	1.00		1.00	11,374.00	0.00	11,374.00	100%	0.00	1,137.40
	6" Concrete Encasement	LF	604	$222.71	$134,516.84	604.00		604.00	134,516.84	0.00	134,516.84	100%	0.00	13,451.68
	DRAINAGE IMPROVEMENTS													
	24" CL III RCP	LF	10	$93.29	$932.90		10.00	10.00	0.00	932.90	932.90	100%	0.00	93.29
	TXDOT 24" CH-PW-0 HEADWALL	EA	-2	$9,980.17	-$19,960.34		(2.00)	(2.00)	0.00	(19,960.34)	(19,960.34)	100%	0.00	(1,996.03)
	TXDOT 30" CH-PW-0 HEADWALL	EA	-1	$10,131.45	-$10,131.45		(1.00)	(1.00)	0.00	(10,131.45)	(10,131.45)	100%	0.00	(1,013.15)
	30" Std. Headwall W/Dissipators	EA	1	$7,287.16	$7,287.16		1.00	1.00	0.00	7,287.16	7,287.16	100%	0.00	728.72
	Trench Safety System for Storm Sewers	LF	10	$1.21	$12.10		10.00	10.00	0.00	12.10	12.10	100%	0.00	1.21
	24" Std. Headwall W/Dissipators	EA	2	$7,130.00	$14,260.00		2.00	2.00	0.00	14,260.00	14,260.00	100%	0.00	1,426.00
	Rock Rip Rap 12" Depth (Rock provided by others)	CY	625	$48.18	$30,112.50			0.00	0.00	0.00	0.00	0%	30,112.50	0.00
	Rock Rip Rap 18" Depth (Rock provided by others)	CY	395	$76.23	$30,110.85			0.00	0.00	0.00	0.00	0%	30,110.85	0.00

CONTINUATION SHEET

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APPLICATION NUMBER: Seven (7)
APPLICATION DATE: 07/25/22
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A	B				C	D		E	F		G		H	I
Item No.	Description of Work	UNIT	QTY	UNIT PRICE	Scheduled Value	QUANTITY COMPLETED			PREVIOUS AMOUNT	AMOUNT THIS PERIOD	AMOUNT TO DATE	% (G/C)	Balance To Finish (C - G)	Retainage
						PREVIOUS	THIS PERIOD	TO DATE						
	Rock Rip Rap 24" Depth (Rock Provided by others)	CY	50	$80.30	$4,015.00			0.00	0.00	0.00	0.00	0%	4,015.00	0.00
	Rock Rip Rap 30" Depth (Rock provided by others)	CY	365	$82.51	$30,116.15			0.00	0.00	0.00	0.00	0%	30,116.15	0.00
	Rock Rip Rap 48" Depth (Rock provided by others)	CY	541	$96.49	$52,201.09			0.00	0.00	0.00	0.00	0%	52,201.09	0.00
	WQ Pond 1	LS	1	$23,561.45	$23,561.45	1.00		1.00	23,561.45	0.00	23,561.45	100%	0.00	2,356.15
	WQ Pond 2	LS	1	$9,556.06	$9,556.06	1.00		1.00	9,556.06	0.00	9,556.06	100%	0.00	955.61
	WQ Pond 3	LS	1	$37,287.08	$37,287.08	1.00		1.00	37,287.08	0.00	37,287.08	100%	0.00	3,728.71
	Utility Spoil Haul Off	CY	6,673	$14.75	$98,426.75	0.00	673.00	673.00	0.00	9,926.75	9,926.75	10%	88,500.00	992.68
	P&P Bond Premium	LS	1	$9,845.66	$9,845.66	1.00		1.00	9,845.66	0.00	9,845.66	100%	0.00	984.57
	SUBTOTAL CHANGE ORDER #1				**$666,222.87**				**$428,840.16**	**$2,327.12**	**$431,167.28**	**65%**	**$235,055.59**	**$43,116.73**
	CHANGE ORDER #2													
	GENERAL													
	Re-Establish disturbed property pins and staking all property corners after backfilling curb	LS	-1	$11,359.81	-$11,359.81		(1.00)	(1.00)	0.00	(11,359.81)	(11,359.81)	100%	0.00	(1,135.98)
	CLEARING AND ROUGH CUT													
	Clear and Grub outside of ROW	LS	1	$4,180.00	$4,180.00	1.00		1.00	4,180.00	0.00	4,180.00	100%	0.00	418.00
	Excavation	CY	330	$27.50	$9,075.00	330.00		330.00	9,075.00	0.00	9,075.00	100%	0.00	907.50
	Embankment	CY	751	$7.70	$5,782.70	751.00		751.00	5,782.70	0.00	5,782.70	100%	0.00	578.27
	Utility Spoil Haul Off	CY	-421	$14.75	-$6,209.75	0.00	(421.00)	(421.00)	0.00	(6,209.75)	(6,209.75)	100%	0.00	(620.98)
	WASTEWATER IMPROVEMENTS													
	8" SDR-26 PVC (8'-12')	LF	213	$58.97	$12,560.61	213.00		213.00	12,560.61	0.00	12,560.61	100%	0.00	1,256.06
	4' Dia Standard Wastewater Manhole (8 ft. depth)	EA	2	$5,818.81	$11,637.62	2.00		2.00	11,637.62	0.00	11,637.62	100%	0.00	1,163.76
	Additional Vertical Feet of Manhole	VF	8	$668.79	$5,350.32	8.00		8.00	5,350.32	0.00	5,350.32	100%	0.00	535.03
	Trench Safety Systems for Wastewater Line	LF	213	$1.21	$257.73	213.00		213.00	257.73	0.00	257.73	100%	0.00	25.77
	6" Cleanouts	EA	2	$3,359.65	$6,719.30	2.00		2.00	6,719.30	0.00	6,719.30	100%	0.00	671.93
	Single Gravity WW Service	EA	2	$3,359.65	$6,719.30	2.00		2.00	6,719.30	0.00	6,719.30	100%	0.00	671.93
	Double Gravity WW Service	EA	-1	$4,297.85	-$4,297.85	(1.00)		(1.00)	(4,297.85)	0.00	(4,297.85)	100%	0.00	(429.79)
	POTABLE WATER IMPROVEMENTS													
	Standard Fire Hydrant Assembly, including all appurtenances	EA	1	$6,451.92	$6,451.92	1.00		1.00	6,451.92	0.00	6,451.92	100%	0.00	645.19
	DRAINAGE IMPROVEMENTS													
	48" CL III RCP	LF	-31	$207.19	-$6,422.89		(31.00)	(31.00)	0.00	(6,422.89)	(6,422.89)	100%	0.00	(642.29)
	48" Std. Headwall W/Dissipators	EA	-1	$11,326.05	-$11,326.05		(1.00)	(1.00)	0.00	(11,326.05)	(11,326.05)	100%	0.00	(1,132.61)
	6'X4' Box Culvert	LF	31	$474.00	$14,694.00		31.00	31.00	0.00	14,694.00	14,694.00	100%	0.00	1,469.40
	6'X4' Box Culvert Headwall	EA	1	$16,500.00	$16,500.00		1.00	1.00	0.00	16,500.00	16,500.00	100%	0.00	1,650.00

CONTINUATION SHEET

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Item No.	Description of Work	UNIT	QTY	UNIT PRICE	Scheduled Value	QUANTITY COMPLETED			PREVIOUS AMOUNT	AMOUNT THIS PERIOD	AMOUNT TO DATE	% (G/C)	Balance To Finish (C - G)	Retainage
						PREVIOUS	THIS PERIOD	TO DATE						
	WATER QUALITY IMPROVEMENTS													
	4x4 Plug Valve Vaults	EA	3	$5,818.81	$17,456.43		2.00	2.00	0.00	11,637.62	11,637.62	67%	5,818.81	1,163.76
	ADMINISTRATIVE													
	As-Built Survey of all Surface Features (per new City of San Marcos close-out requirements)	LS	-1	$12,757.01	-$12,757.01		(1.00)	(1.00)	0.00	(12,757.01)	(12,757.01)	100%	0.00	(1,275.70)
	P&P Bond Premium	LS	1	$1,166.53	$1,166.53	1.00		1.00	1,166.53	0.00	1,166.53	100%	0.00	116.65
	SUBTOTAL CHANGE ORDER #2				**$66,178.10**				**$65,603.18**	**-$5,243.89**	**$60,359.29**	**91%**	**$5,818.81**	**$6,035.93**
	GRAND TOTAL				**$5,899,037.37**				**$3,878,769.67**	**$521,817.86**	**$4,400,587.53**	**75%**	**$1,498,449.84**	**$440,058.75**

EXHIBIT F
SCHEUDLE OF VALUES

LA CIMA PHASE 5

ITEM	QTY	UNIT	DESCRIPTION	COST	TOTAL	SUBCONTRCTOR	% OF CONTRACT
PHASE 5A							
A1.0 GENERAL CONDITIONS							
A1.01	1	LS	Mobilization	$ 127,312.31	$ 127,312.31		
A1.02	1	LS	As-Built Survey of all Surface Features (per Nov 2021 City of San Marcos close-out requirements: surface utilities and flowlines required)	$ 8,280.00	$ 8,280.00		
A1.03	1	LS	SWPPP Document Prep, Posting, Notices, and Inspections	$ 4,140.00	$ 4,140.00		
A1.04	1	LS	Construction Materials Testing: Fill in ROW shall be certified as meeting standards specifications, lot fill shall be certified to HUD 79g Standards by a Geotechnical Engineer licensed in the State of Texas.	$ 71,410.40	$ 71,410.40		
A1.05	1	LS	Re-establishing Disturbed Property Pins and Staking All Property Corners After Backfilling Curb	$ 7,245.00	$ 7,245.00		
A1.06	1	LS	Payment and Performance Bond	$ 51,750.00	$ 51,750.00		
A1.07	1	LS	Plug and Abandon Well per TCEQ and EAA Standards	$ 17,250.00	$ 17,250.00		
					$ 287,387.71		
A2.0 EROSION CONTROL							
A2.01	1	EA	Stabilized Construction Entrance	$ 1,380.00	$ 1,380.00		
A2.02	7,938	LF	Silt Fence with J Hooks	$ 4.81	$ 38,181.78		
A2.03	16	EA	Inlet Protection	$ 103.50	$ 1,656.00		
A2.04	372	LF	Rock Berm	$ 27.60	$ 10,267.20		
A2.05	1	EA	Concrete Washout	$ 920.00	$ 920.00		
A2.06	58,340	SY	6" Topsoil & Revegetation (excluding VFS)	$ 4.00	$ 233,360.00		
A2.07	8,467	SY	Vegetative Filter Strip per TCEQ Section 3.2.4	$ 4.10	$ 34,714.70		
A2.08	5,959	LF	Tree Protection	$ 5.23	$ 31,165.57		
A2.09	1	LS	Temporary Sediment Basin: Excavation, Fill Basin, and 6" Dia. Outlet Pipe with Dewatering Skimmer	$ 22,646.18	$ 22,646.18		
A2.10	174	LF	Demo Existing Curb and Sidewalk	$ 17.96	$ 3,125.04		
A2.11	289	SY	Remove Existing 12' Crushed Stone Drive	$ 15.68	$ 4,531.52		
					$ 381,947.99		
A3.0 GRADING IMPROVEMENTS							
A3.01	35,130	SY	Clear and Grub ROW	$ 0.52	$ 18,267.60		
A3.02	61,335	SY	Clear and Grub outside of ROW	$ 0.74	$ 45,387.90		
A3.02.1	37,121	SY	Clear and Grub ROW - Phase 5C	$ 0.49	$ 18,189.29		
A3.03	42,204	CY	Excavation	$ 10.81	$ 456,225.24		
A3.04	3,003	CY	Fill - Utility Spoils	$ 3.26	$ 9,789.78		
A3.05	37,709	CY	Fill (Excludes Utility Spoils)	$ 5.07	$ 191,184.63		
A3.06	7,573	SY	Fine Grade Channel	$ 0.89	$ 6,739.97		
					$745,784.41		

EXHIBIT F
SCHEUDLE OF VALUES

LA CIMA PHASE 5

ITEM	QTY	UNIT	DESCRIPTION	COST	TOTAL	SUBCONTRCTOR	% OF CONTRACT
A4.0 ROAD IMPROVEMENTS							
A4.01	17,120	SY	2.5" HMAC	$ 19.50	$ 333,840.00		
A4.02	13,424	SY	8" Crushed Limestone Base	$ 8.77	$ 117,728.48		
A4.03	9,497	SY	11" Crushed Limestone Base	$ 10.70	$ 101,617.90		
A4.03.1	22,921	SY	Subgrade Prep	$ 2.35	$ 53,864.35		
A4.03.2	7,820	SY	Subgrade Prep - Phase 5C	$ 3.69	$ 28,855.80		
A4.04	5,200	LF	Curb and Gutter	$ 17.92	$ 93,184.00		
A4.05	4,650	LF	Ribbon Curb	$ 16.78	$ 78,027.00		
A4.06	1,847	LF	5' Sidewalk	$ 43.00	$ 79,421.00		
A4.07	4,538	LF	6' Sidewalk	$ 54.62	$ 247,865.56		
A4.08	2,542	LF	8' Sidewalk	$ 66.91	$ 170,085.22		
A4.09	12	EA	Type 1 Curb Ramps 5'x5' Concrete Landing Pads	$ 1,398.48	$ 16,781.76		
A4.10	6	EA	Street End Barricades	$ 1,466.25	$ 8,797.50		
A4.11	3	EA	Temporary Barricade	$ 1,150.00	$ 3,450.00		
A4.12	1	LS	Signs and Striping	$ 14,708.50	$ 14,708.50		
A4.14	1	LS	Concrete Valley Gutter	$ 7,259.66	$ 7,259.66		
					$ 1,355,486.73		
A5.0 STORM DRAIN IMPROVEMENTS							
A5.01	970	LF	18" Class III RCP (0'-6' Depth)	$ 87.10	$ 84,487.00		
A5.01.1	321	LF	18" Class IV RCP (0'-6' Depth)	$ 88.01	$ 28,251.21		
A5.02	68	LF	24" Class III RCP (0'-6' Depth)	$ 92.80	$ 6,310.40		
A5.02.1	178	LF	24" Class IV RCP (0'-6' Depth)	$ 105.94	$ 18,857.32		
A5.03	384	LF	30" Class III RCP (0'-8' Depth)	$ 6.86	$ 2,634.24		
A5.03.1	158	LF	30" Class IV RCP (0'-8' Depth)	$ 190.54	$ 30,105.32		
A5.04	5	EA	18" Bend	$ 507.84	$ 2,539.20		
A5.05	3	EA	18x18 Wye	$ 571.32	$ 1,713.96		
A5.06	1	EA	30x18 Wye	$ 1,130.22	$ 1,130.22		
A5.07	1,921	LF	Trench Safety	$ 1.13	$ 2,170.73		
A5.08	7	EA	4'x4' Junction Box (CoSM Detail)	$ 3,833.16	$ 26,832.12		
A5.09	23	EA	Raise MH Castings (CoSM Detail)	$ 272.35	$ 6,264.05		
A5.10	15	EA	10' Curb Inlet (CoSM Detail)	$ 7,025.30	$ 105,379.50		
A5.11	1	EA	20' Curb Inlet (CoSM Detail)	$ 12,975.00	$ 12,975.00		
A5.12	1	EA	18" Headwall with Dissipators (CoSM Detail)	$ 5,457.21	$ 5,457.21		
A5.13	2	EA	18" Headwall with No Dissipators (CoSM Detail)	$ 4,818.10	$ 9,636.20		
A5.14	1	EA	30" Headwall with Dissipators (CoSM Detail)	$ 7,270.76	$ 7,270.76		
A5.15	2	EA	48" Headwall with Dissipators (CoSM Detail)	$ 6,877.46	$ 13,754.92		
A5.16	1,276	SY	Limestone Rip Rap Class ll 18" Thick	$ 40.00	$ 51,040.00		
A5.17	2,614	SY	Limestone Rip Rap Class lll 24" Thick	$ 50.00	$ 130,700.00		
A5.18	75	SY	Limestone Rip Rap Class l 12" Thick	$ 30.00	$ 2,250.00		
					$ 549,759.36		

EXHIBIT F
SCHEUDLE OF VALUES

LA CIMA PHASE 5

ITEM	QTY	UNIT	DESCRIPTION	COST	TOTAL	SUBCONTRCTOR	% OF CONTRACT
A6.0 WATER IMPROVEMENTS							
A6.01	3	EA	Tie to Existing Waterline	$ 2,714.09	$ 8,142.27		
A6.02	5,050	LF	8" AWWA C-900 DR-14 PVC Water Line	$ 63.91	$ 322,745.50		
A6.03	28	EA	8" Gate Valve	$ 1,932.95	$ 54,122.60		
A6.04	28	EA	Raise Valve Castings (CoSM Detail)	$ 552.55	$ 15,471.40		
A6.05	8	EA	8" Tee	$ 565.74	$ 4,525.92		
A6.06	1	EA	8"x8" Cross	$ 648.21	$ 648.21		
A6.07	29	EA	8" 45 Bend	$ 335.39	$ 9,726.31		
A6.08	6	EA	8" Cap	$ 175.07	$ 1,050.42		
A6.09	7	EA	Long Single Service	$ 2,115.27	$ 14,806.89		
A6.10	4	EA	Short Single Service	$ 1,709.65	$ 6,838.60		
A6.11	20	EA	Long Double Service	$ 2,382.47	$ 47,649.40		
A6.12	21	EA	Short Double Service	$ 1,383.26	$ 29,048.46		
A6.13	12	EA	Fire Hydrant Assembly (CoSM Detail)	$ 5,733.51	$ 68,802.12		
A6.14	1	EA	Automatic Flush Valve	$ 13,419.83	$ 13,419.83		
A6.15	2	EA	Air Release Valve	$ 4,094.46	$ 8,188.92		
A6.16	5,050	LF	Trench Safety	$ 0.58	$ 2,929.00		
A6.17	1,104	LF	8" Joint Restraints	$ 7.06	$ 7,794.24		
					$ 615,910.09		
A7.0 WASTEWATER IMPROVEMENTS							
A7.01	2	EA	Tie to Existing Wastewater Line	$ 5,677.24	$ 11,354.48		
A7.02	1,447	LF	8" SDR 26 PVC Pipe (0'-8' Depth)	$ 58.33	$ 84,403.51		
A7.03	1,556	LF	8" SDR 26 PVC Pipe (8'-12' Depth)	$ 84.08	$ 130,828.48		
A7.04	14	EA	4' Standard Manhole	$ 5,476.19	$ 76,666.66		
A7.05	25	VF	Manhole Extra Depth (4' Dia.)	$ 214.39	$ 5,359.75		
A7.06	14	EA	Raise MH Castings (CoSM Detail)	$ 709.51	$ 9,933.14		
A7.07	42	EA	Long Single Service	$ 2,698.71	$ 113,345.82		
A7.08	40	EA	Short Single Service	$ 2,280.75	$ 91,230.00		
A7.09	3,003	LF	Trench Safety	$ 1.15	$ 3,453.45		
A7.10	2	EA	Temporary 6" Cleanout	$ 1,328.91	$ 2,657.82		
					$ 529,233.11		

BID SUMMARY: PHASE 5A

A1.0 GENERAL CONDITIONS	$287,387.71
A2.0 EROSION CONTROL	$381,947.99
A3.0 GRADING IMPROVEMENTS	$745,784.41
A4.0 ROAD IMPROVEMENTS	$1,355,486.73
A5.0 STORM DRAIN IMPROVEMENTS	$549,759.36
A6.0 WATER IMPROVEMENTS	$615,910.09
A7.0 WASTEWATER IMPROVEMENTS	$529,233.11
TOTAL BASE BID - LA CIMA PHASE 5A	**$4,465,509.40**

EXHIBIT F
SCHEUDLE OF VALUES

LA CIMA PHASE 5

ITEM	QTY	UNIT	DESCRIPTION	COST	TOTAL	SUBCONTRCTOR	% OF CONTRACT
PHASE 5B							
B1.0 GENERAL CONDITIONS							
B1.01	1	LS	Mobilization	$ 51,541.62	$ 51,541.62		
B1.02	1	LS	As-Built Survey of all Surface Features (per Nov 2021 City of San Marcos close-out requirements: surface utilities and flowlines required)	$ 8,280.00	$ 8,280.00		
B1.03	1	LS	SWPPP Document Prep, Posting, Notices, and Inspections	$ 2,932.50	$ 2,932.50		
B1.04	1	LS	Construction Materials Testing: Fill in ROW shall be certified as meeting standards specifications, lot fill shall be certified to HUD 79g Standards by a Geotechnical Engineer licensed in the State of Texas.	$ 47,349.53	$ 47,349.53		
B1.05	1	LS	Re-establishing Disturbed Property Pins and Staking All Property Corners After Backfilling Curb	$ 7,245.00	$ 7,245.00		
B1.06	1	LS	Payment and Performance Bond	$ 32,315.00	$ 32,315.00		
					$ 149,663.65		
B2.0 EROSION CONTROL							
B2.01	1	SY	Stabilized Construction Entrance	$ 1,380.00	$ 1,380.00		
B2.02	4,370	LF	Silt Fence W/ J Hooks	$ 5.36	$ 23,423.20		
B2.03	15	EA	Inlet Protection	$ 103.50	$ 1,552.50		
B2.04	175	LF	Rock Berm	$ 27.60	$ 4,830.00		
B2.05	1	EA	Concrete Washout	$ 920.00	$ 920.00		
B2.06	23,539	SY	6" Topsoil & Revegetation	$ 1.62	$ 38,133.18		
B2.07	4,379	LF	Tree Protection	$ 5.22	$ 22,858.38		
					$ 93,097.26		
B3.0 GRADING IMPROVEMENTS							
B3.01	19,550	SY	Clear and Grub ROW	$ 0.54	$ 10,557.00		
B3.02	43,635	SY	Clear and Grub outside of ROW	$ 0.16	$ 6,981.60		
B3.03	9,083	CY	Excavation	$ 11.10	$ 100,821.30		
B3.04	2,550	CY	Fill - Utility Spoils	$ 3.06	$ 7,803.00		
B3.05	1,288	CY	Fill (Excludes Utility Spoils)	$ 22.47	$ 28,941.36		
B3.06	816	SY	Fine Grade Channel	$ 0.38	$ 310.08		
					$ 155,414.34		
B4.0 ROAD IMPROVEMENTS							
B4.01	11,835	SY	2.5" HMAC	$ 19.26	$ 227,942.10		
B4.02	15,227	SY	8" Crushed Limestone Base	$ 8.69	$ 132,322.63		
B4.02.1	15,227	SY	Subgrade Prep	$ 2.36	$ 35,935.72		
B4.03	6,116	LF	Curb and Gutter	$ 17.96	$ 109,843.36		
B4.04	2,097	LF	5' Sidewalk	$ 49.31	$ 103,403.07		
B4.04.1	109	LF	8' Sidewalk	$ 66.36	$ 7,233.24		

EXHIBIT F
SCHEUDLE OF VALUES

LA CIMA PHASE 5

ITEM	QTY	UNIT	DESCRIPTION	COST	TOTAL	SUBCONTRCTOR	% OF CONTRACT
B4.05	14	EA	Type 1 Curb Ramps 5'x5' Concrete Landing Pads	$ 1,398.48	$ 19,578.72		
B4.06	1	LS	Signs and Striping	$ 6,273.25	$ 6,273.25		
B4.08	4	LS	Concrete Valley Gutter	$ 7,259.66	$ 29,038.64		
					$ 671,570.73		
B5.0 STORM DRAINAGE AND WATER QUALITY IMPROVEMENTS							
B5.01	1,598	LF	18" Class III RCP 0-6	$ 79.16	$ 126,497.68		
B5.02	371	LF	24" Class III RCP 0-6	$ 94.23	$ 34,959.33		
B5.03	51	LF	30" Class III RCP 0-8	$ 120.16	$ 6,128.16		
B5.04	4	EA	18" Bend	$ 507.84	$ 2,031.36		
B5.05	1	EA	18x18 Wye	$ 571.32	$ 571.32		
B5.06	2,020	LF	Trench Safety	$ 1.15	$ 2,323.00		
B5.07	6	EA	4'x4' Junction Box (CoSM Detail)	$ 3,869.54	$ 23,217.24		
B5.08	1	EA	5'x5' Junction Box (CoSM Detail)	$ 4,831.90	$ 4,831.90		
B5.09	21	EA	Raise MH Castings (CoSM Detail)	$ 234.71	$ 4,928.91		
B5.10	14	EA	10' Curb Inlet (CoSM Detail)	$ 7,046.59	$ 98,652.26		
B5.11	1	EA	4'x4' Area Inlet (CoSM Detail)	$ 5,666.21	$ 5,666.21		
B5.12	1	EA	18" Headwall with Dissipators (CoSM Detail)	$ 5,457.21	$ 5,457.21		
B5.13	1	EA	18" Headwall with No Dissipators (CoSM Detail)	$ 4,818.10	$ 4,818.10		
B5.14	1	EA	18" Modified Dual Headwall with Dissipators	$ 6,156.41	$ 6,156.41		
B5.15	1	EA	30" X 24" Dual Headwall with Dissipators	$ 16,260.89	$ 16,260.89		
B5.16	355	SY	Limestone Rip Rap Class ll 18" Thick	$ 50.00	$ 17,750.00		
B5.17	434	SY	Remove Existing Rip Rap	$ 10.31	$ 4,474.54		
					$ 364,724.52		
B6.0 WATER IMPROVEMENTS							
B6.01	3	EA	Tie to Existing Waterline	$2,714.09	$8,142.27		
B6.02	3,135	LF	8" AWWA C-900 DR-14 PVC Water Line	$64.18	$201,204.30		
B6.03	15	EA	8" Gate Valve	$1,932.95	$28,994.25		
B6.04	15	EA	Raise Valve Castings (CoSM Detail)	$552.55	$8,288.25		
B6.05	5	EA	8" Tee	$578.16	$2,890.80		
B6.06	30	EA	8" 45 Bend	$391.07	$11,732.10		
B6.07	6	EA	Long Single Service	$1,771.08	$10,626.48		
B6.08	4	EA	Short Single Service	$1,484.49	$5,937.96		
B6.09	15	EA	Long Double Service	$2,255.56	$33,833.40		
B6.10	22	EA	Short Double Service	$1,772.72	$38,999.84		
B6.11	7	EA	Fire Hydrant Assembly (CoSM Detail)	$6,279.45	$43,956.15		
B6.12	3,135	LF	Trench Safety	$0.58	$1,818.30		
B6.13	650	LF	8" Joint Restraints	$7.19	$4,673.50		
					$ 401,097.60		

EXHIBIT F
SCHEUDLE OF VALUES

LA CIMA PHASE 5

ITEM	QTY	UNIT	DESCRIPTION	COST	TOTAL	SUBCONTRCTOR	% OF CONTRACT
B7.0 WASTEWATER IMPROVEMENTS							
B7.01	1	EA	Tie to Existing Wastewater Line	$ 1,311.58	$ 1,311.58		
B7.02	1,267	LF	8" SDR 26 PVC Pipe (0'-8' Depth)	$ 67.20	$ 85,142.40		
B7.03	2,166	LF	8" SDR 26 PVC Pipe (8'-12' Depth)	$ 47.51	$ 102,906.66		
B7.04	13	EA	4' Standard Manhole	$ 4,932.78	$ 64,126.14		
B7.05	16	VF	Manhole Extra Depth (4' Dia.)	$ 238.24	$ 3,811.84		
B7.06	13	EA	Raise MH Castings (CoSM Detail)	$ 698.45	$ 9,079.85		
B7.07	50	EA	Long Single Service	$ 2,661.94	$ 133,097.00		
B7.08	34	EA	Short Single Service	$ 2,012.43	$ 68,422.62		
B7.09	3,433	LF	Trench Safety	$ 0.94	$ 3,227.02		
					$ 471,125.11		

BID SUMMARY: PHASE 5B	
B1.0 GENERAL CONDITIONS	$149,663.65
B2.0 EROSION CONTROL	$93,097.26
B3.0 GRADING IMPROVEMENTS	$155,414.34
B4.0 ROAD IMPROVEMENTS	$671,570.73
B5.0 STORM DRAIN IMPROVEMENTS	$364,724.52
B6.0 WATER IMPROVEMENTS	$401,097.60
B7.0 WASTEWATER IMPROVEMENTS	$471,125.11
TOTAL BASE BID - ALTERNATE BID ITEMS: PHASE 5B	**$2,306,693.21**

PHASE 5C

ITEM	QTY	UNIT	DESCRIPTION	COST	TOTAL	SUBCONTRCTOR	% OF CONTRACT
C1.0 GENERAL CONDITIONS							
C1.01	1	LS	Mobilization	$ 49,586.62	$ 49,586.62		
C1.02	1	LS	As-Built Survey of all Surface Features (per Nov 2021 City of San Marcos close-out requirements: surface utilities and flowlines required)	$ 5,520.00	$ 5,520.00		
C1.03	1	LS	SWPPP Document Prep, Posting, Notices, and Inspections	$ 2,530.00	$ 2,530.00		
C1.04	1	LS	Construction Materials Testing: Fill in ROW shall be certified as meeting standards specifications, lot fill shall be certified to HUD 79g Standards by a Geotechnical Engineer licensed in the State of Texas.	$ 26,766.25	$ 26,766.25		
C1.05	1	LS	Re-establishing Disturbed Property Pins and Staking All Property Corners After Backfilling Curb	$ 1,150.00	$ 1,150.00		
C1.06	1	LS	Payment and Performance Bond	$ 21,505.00	$ 21,505.00		
					$ 107,057.87		
C2.0 EROSION CONTROL							
C2.01	1	EA	Stabilized Construction Entrance	$ 1,380.00	$ 1,380.00		
C2.02	2,865	LF	Silt Fence W/ J Hooks	$ 5.04	$ 14,439.60		
C2.03	1	EA	Concrete Washout	$ 920.00	$ 920.00		

EXHIBIT F
SCHEUDLE OF VALUES

LA CIMA PHASE 5

ITEM	QTY	UNIT	DESCRIPTION	COST	TOTAL	SUBCONTRCTOR	% OF CONTRACT
C2.04	21,218	SY	6" Topsoil & Revegetation (excluding VFS)	$ 5.00	$ 106,090.00		
C2.05	7,882	SY	Vegetative Filter Strip per TCEQ Section 3.2.4	$ 4.20	$ 33,104.40		
C2.06	7,100	SY	Erosion Control Matting	$ 2.88	$ 20,448.00		
					$ 176,382.00		
C3.0 GRADING IMPROVEMENTS							
C3.02	3,863	CY	Excavation	$ 7.40	$ 28,586.20		
C3.03	763	CY	Fill - Utility Spoils	$ 4.35	$ 3,319.05		
C3.04	32,876	CY	Fill (Excludes Utility Spoils)	$ 10.44	$ 343,225.44		
					$ 375,130.69		
C4.0 ROAD IMPROVEMENTS							
C4.01	280	SY	2.5" HMAC	$ 23.60	$ 6,608.00		
C4.02	320	SY	11" Crushed Limestone Base	$ 16.27	$ 5,206.40		
C4.03	6,500	SY	6.0" HMAC	$ 44.77	$ 291,005.00		
C4.04	7,500	SY	17" Crushed Limestone Base	$ 19.64	$ 147,300.00		
C4.05	4,888	LF	Ribbon Curb	$ 16.34	$ 79,869.92		
C4.06	208	LF	6' Sidewalk	$ 53.08	$ 11,040.64		
C4.07	270	LF	8' Sidewalk	$ 64.65	$ 17,455.50		
C4.08	2	EA	Type 1 Curb Ramps 5'x5' Concrete Landing Pads	$ 1,398.48	$ 2,796.96		
C4.09	2	EA	Street End Barricades	$ 1,466.25	$ 2,932.50		
C4.10	2	EA	Temporary Barricades	$ 1,150.00	$ 2,300.00		
C4.11	1	LS	Signs and Striping	$ 15,231.75	$ 15,231.75		
					$ 581,746.67		
C5.0 PEDESTRIAN TUNNEL IMPROVEMENTS							
C5.01	107	LF	8' x 10' Box Culvert for Pedestrian Underpass	$ 1,174.84	$ 125,707.88		
C5.02	1,750	SF	8' x 10' Headwall with Wings	$ 21.92	$ 38,360.00		
C5.03	60	LF	Metal Beam Guard Fence	$ 202.69	$ 12,161.40		
C5.04	60	LF	Pedestrian Guardrail Fence	$ 122.19	$ 7,331.40		
					$ 183,560.68		
C6.0 WATER IMPROVEMENTS							
C6.01	2	EA	Tie to Existing Waterline	$ 3,459.59	$ 6,919.18		
C6.02	137	LF	8" AWWA C-900 DR-14 PVC Water Line	$ 74.58	$ 10,217.46		
C6.03	1	EA	8" Gate Valve	$ 1,932.97	$ 1,932.97		
C6.04	12	LF	12" AWWA C-900 DR-14 PVC Water Line	$ 120.36	$ 1,444.32		
C6.05	1	EA	12" Gate Valve	$ 3,394.25	$ 3,394.25		
C6.06	2,350	LF	16" AWWA C-900 DR-14 PVC Water Line	$ 173.10	$ 406,785.00		
C6.07	4	EA	16" Gate Valve	$ 10,324.25	$ 41,297.00		
C6.08	6	EA	Raise Valve Castings (Per City of San Marcos)	$ 552.54	$ 3,315.24		
C6.09	1	EA	8" x 16" Tee	$ 1,598.53	$ 1,598.53		

EXHIBIT F
SCHEUDLE OF VALUES

LA CIMA PHASE 5

ITEM	QTY	UNIT	DESCRIPTION	COST	TOTAL	SUBCONTRCTOR	% OF CONTRACT
C6.10	1	EA	12" x 16" Tee	$ 1,838.76	$ 1,838.76		
C6.11	4	EA	16" 45 Bend	$ 1,365.79	$ 5,463.16		
C6.12	1	EA	12" Cap	$ 323.55	$ 323.55		
C6.12.1	1	EA	16" Cap	$ 657.81	$ 657.81		
C6.13	6	EA	Fire Hydrant Assembly (CoSM Detail)	$ 7,031.94	$ 42,191.64		
C6.14	1	EA	Automatic Flush Valve	$ 13,506.92	$ 13,506.92		
C6.15	2,499	LF	Trench Safety	$ 0.58	$ 1,449.42		
C6.16	50	LF	8" Joint Restraints	$ 8.50	$ 425.00		
C6.17	12	LF	12" Joint Restraints	$ 21.35	$ 256.20		
C6.18	250	LF	16" Joint Restraints	$ 24.52	$ 6,130.00		
					$ 549,146.41		

BID SUMMARY: PHASE 5C

C1.0 GENERAL CONDITIONS	$107,057.87
C2.0 EROSION CONTROL	$176,382.00
C3.0 GRADING IMPROVEMENTS	$375,130.69
C4.0 ROAD IMPROVEMENTS	$581,746.67
C5.0 PEDESTRIAN TUNNEL IMPROVEMENTS	$183,560.68
C6.0 WATER IMPROVEMENTS	$549,146.41
TOTAL BASE BID - ALTERNATE BID ITEMS: PHASE 5C	**$1,973,024.32**

BID SUMMARY: TOTAL

TOTAL BASE BID 5A	**$4,465,509.40**
TOTAL BASE BID 5B	**$2,306,693.21**
TOTAL BASE BID 5C	**$1,973,024.32**
TOTAL BID	**$8,745,226.93**

Phase 5 Improvements = $6,772,202.61

EXHIBIT B

HAYS COUNTY, TEXAS
NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN THAT a public hearing will be conducted by the Commissioners Court of Hays County, Texas on September 13, 2022 at 10:00 am at the Hays County Courthouse, Room 301, 111 E. San Antonio Street, San Marcos, Texas, 78666.

The public hearing will be held to consider proposed assessments to be levied against assessable property (the "Assessed Parcels") within Neighborhood Improvement Area #3 of the La Cima Public Improvement District (the "District") pursuant to the provisions of Chapter 372 of the Texas Local Government Code, as amended.

The proposed improvements to be undertaken that will confer a special benefit only on the Assessed Parcels in Neighborhood Improvement Area #3 may include (i) road improvements, (ii) water distribution system improvements, (iii) wastewater collection system improvements, (iv) storm drain and water quality improvements, (v) landscaping improvements, (vi) payment of costs associated with constructing and financing the public improvements listed in (i)-(v) above, including costs of administering and operating the District (collectively, the "Neighborhood Improvement Area #3 Improvements").

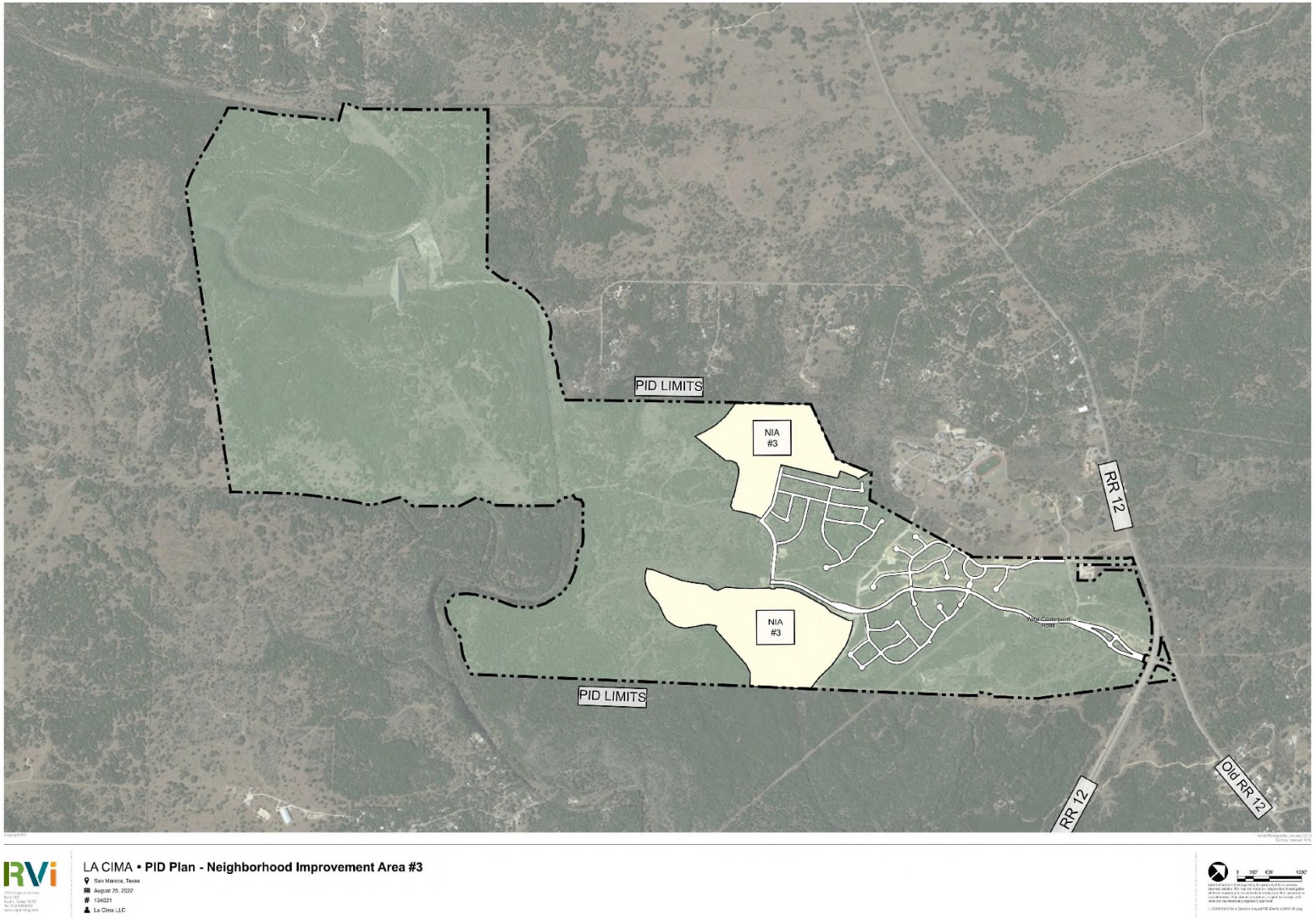
The total costs of the Neighborhood Improvement Area #3 Improvements are $28,581,296, including soft costs, District formation costs, financing costs, and contingency costs.

The boundaries of the District include approximately 2,044 acres of land, which boundaries include Neighborhood Improvement Area #3 generally located in Hays County Precinct 3, near the intersection of Wonder World Drive (RR12) and Old Ranch Road 12, as more particularly described by the attached map and a metes and bounds description available for public inspection at the office of the Hays County Tax Assessor-Collector, Hays Government Center, Suite 2008, 712 S. Stagecoach Trail, San Marcos, Texas 78666.

All written or oral objections on the proposed assessment within the District will be considered at the public hearing.

A copy of the Neighborhood Improvement Area #3 Assessment Roll, which include the assessments proposed to be levied against each parcel in within Neighborhood Improvement Area #3 of the District that benefit from the Neighborhood Improvement Area #3 Improvements, is available for public inspection at the office of the Hays County Tax Assessor-Collector, Hays Government Center, Suite 1120, 712 S. Stagecoach Trail, San Marcos, Texas 78666.

Map of the District and Neighborhood Improvement Area #3



AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Date: 08/30/2022

Requested By: Jenifer O'Kane Tax Assessor Collector

Sponsor: Commissioner Ingalsbe

Agenda Item

Discussion and possible action to approve the Assessment and Collection Agreements with La Salle Municipal Utility Districts 1 and 2. **INGALSBE/O'KANE**

Summary

The County has been asked to collect ad valorem taxes for La Salle MUD's 1 and 2. The boards will take action to approve the agreement at their meeting.

Attachments

Tax Collection Assessment LaSalle MUD #1
Tax Collection Assessment LaSalle MUD #2

ASSESSMENT AND COLLECTION AGREEMENT

STATE OF TEXAS

COUNTY OF HAYS

This contract is between Hays County, hereinafter called "County", and the La Salle Municipal Utility District #1, hereinafter called "District", and is entered into on this the ____ day of _____, 2022, under the provisions of Chapter 791 Government Code, V.T.C.S. and Chapter 6, Property Tax code.

I. PURPOSE

The parties to this contract wish to consolidate the assessment and collection of property taxes into one entity, Hays County, under the provisions of Section 6.24 of the Property Tax Code.

II. TERM

This contract shall be effective from _____ through September 30, 2022, and thereafter for yearly terms commencing on October 1 of each year and ending on September 30 of the succeeding year, until terminated by one or more of the parties pursuant to the termination provisions of this contract.

III. APPOINTMENT OF TAX ASSESSOR-COLLECTOR

The Tax Assessor-Collector of Hays County is hereby designated as Tax Assessor-Collector for the District. Other than where it is noted within this Agreement, the District authorizes the County to make all decisions regarding collection of taxes that would otherwise be made by the District in the absence of this contract.

IV. SERVICES TO BE PERFORMED

County agrees to perform all necessary assessment and collection functions authorized by law for the District. The functions shall include:

a. Calculation of current taxes and preparation of current tax roll and delinquent tax roll each year.

b. Mailing of current and all required delinquent tax statements.

c. Correction of tax bills as required.

d. Preparation of tax receipts.

e. Preparation of tax certificates.

f. Collection of current and delinquent taxes.

g. Issuance of tax refunds as required.

V. ASSESSMENT AND COLLECTION RECORDS

The District's initial tax levy shall be for the tax year 2022. To date, no prior tax records exist. At the termination of this Contract for any reason, County shall return copies of all assessment and collection records it holds concerning the District within fifteen (15) days after receipt of notice of termination of this contract as provided herein below.

VI. DELINQUENT TAXES / EMPLOYMENT OF COUNSEL AND AUTHORIZATION TO INSTITUTE LEGAL ACTIONS.

A. Pursuant to Section 6.24 of the Texas Property Tax Code, the District hereby authorizes the County by and through the County's Tax Assessor-Collector to collect delinquent taxes for the District as the County deems necessary.

B. Pursuant to Section 6.30 of the Texas Property Tax Code, the District hereby agrees and expressly authorizes the County to contract on the District's behalf with private legal counsel for the collection of delinquent taxes. The District further agrees that such fee as is allowed by law and provided in the contract with private legal counsel will be paid from the delinquent taxes, penalties and interest collected for the District by such private legal counsel.

VII. AUDIT

County agrees to permit auditors engaged by the District to annually audit its assessment and collection expenditures and its collection of taxes for the District during the life of this contract. Such auditors shall report directly to the District.

VIII. SURETY BOND

Upon written request by the District, County agrees to obtain a surety bond for the tax assessor-collector and staff to assure proper performance of the tax assessing and collection functions provided for in this contract. Such bond shall be payable to the District in the sum it designates, unless otherwise provided by law, executed by a solvent surety company, licensed to do business in Texas. The District shall reimburse the County for the cost of such bond immediately upon receipt of an invoice from the County for the cost of such bond.

IX. REMITTANCE OF TAX COLLECTIONS

County agrees to pay over to the District all net taxes, penalties and interest, after payment of refunds under XI. below. All payments received for the District shall be paid to the District monthly. County expressly agrees to process all payments, whether paid by mail, in person or otherwise in a diligent

and expeditious manner. A report of each disbursement to District of taxes collected on its behalf will be completed to show the amount of distribution of monies. This report will be forwarded to the District immediately after each disbursement.

X. REPORTS

County agrees to make reports of its collection of taxes, penalties and interest to the District not less often than monthly. A cumulative annual report for the preceding twelve months shall be prepared by County and furnished to the District not later than November 1st of each year.

XI. REFUNDS

County shall process all applications for refunds and pay all refunds required under the provisions of the Property Tax Code. County shall pay all refunds which are found to be due and owing from current collections on hand for the District. If amounts to be refunded exceed current collections on hand, County shall retain the collections received for the District until sufficient funds are on hand to pay the refunds due. If sufficient funds are not on hand within two weeks from the original due date of the refund, County shall notify the District of the amount needed to pay refunds due and the District shall within thirty (30) days of such notice remit such additional amount to County, which shall forthwith make the refund.

The District designates the Tax Assessor-Collector of County as its auditor for the sole purpose of approving refunds as required by Section 31.11 of the Property Tax Code.

County shall pay all refunds due within sixty (60) days after due. Failure of County or the District to act within any time stated in this provision, which results in the accrual of interest due on any refunds, shall obligate the one failing to act timely to pay such accrued interest. If both parties fail to meet deadlines each shall pay ½ of the accrued interest.

XII. PAYMENT FOR ASSESSMENT AND COLLECTION SERVICES

The District agrees to pay County a fee for performing the assessment and collections services described above. The fee for assessment and collections services furnished to the District shall be $0.15 (15 cents) for each parcel on the District's tax roll which lies within Hays County and $0.85 (85 cents) for each parcel on the District's tax roll which lies outside Hays County. County shall bill the District annually on April 1st for this fee, which the District shall pay within 30 days of receipt of bill.

The District agrees to bear all printing expenses associated with the publication of its No New Revenue tax rate each year.

In the event that the governing body of the District fails to adopt its tax rate, or fails to notify County of its tax rate, in time for its taxes to be included on the combined statement prepared for that year, County shall calculate the cost of preparing, mailing and processing separate tax statement for the jurisdiction. County shall forward to the District its notification of these costs for the separate statements and their processing and the District agrees to pay such costs within thirty days of receiving the notice from County.

In the event that the District shall be subject to a successful tax rate rollback election requiring the printing and distribution of new tax statement and the processing of refunds, the District agrees to reimburse County within thirty days after notice from County of the costs of providing these additional statements and processing these refunds.

All revenue received from the sale of tax certificates by County shall be retained by County as revenue to be applied against its assessment and collections expense budget for the year in which it is received.

XIII. TERMINATION

This Contract may be terminated by County or by the District effective on September 30 of any year upon proper notice to the other party. In order for notice to be effective it must be received by the other party not later than the first day of July preceding the September 30 effective date.

The parties may in writing agree at any time to any other termination procedure which is mutually acceptable.

XIV. NONLIABILITY FOR FAILURE TO COLLECT

County shall not be liable to the District for any failure to collect any tax, penalty or interest under any provision of this Contract.

IN WITNESS WHEREOF, these presents are executed by the authority of the governing bodies of the respective parties hereto on the date first shown above.

La Salle MUD #1

Attest:

_____ By:_____

Secretary President

Hays County

Attest:

_____ By:_____

Elaine Cardenas, County Clerk Ruben Becerra, County Judge

Approved:

Jenifer O'Kane
Hays County Tax Assessor-Collector

ASSESSMENT AND COLLECTION AGREEMENT

STATE OF TEXAS

COUNTY OF HAYS

This contract is between Hays County, hereinafter called "County", and the La Salle Municipal Utility District #2, hereinafter called "District", and is entered into on this the ____ day of _____, 2022, under the provisions of Chapter 791 Government Code, V.T.C.S. and Chapter 6, Property Tax code.

I. PURPOSE

The parties to this contract wish to consolidate the assessment and collection of property taxes into one entity, Hays County, under the provisions of Section 6.24 of the Property Tax Code.

II. TERM

This contract shall be effective from _____ through September 30, 2022, and thereafter for yearly terms commencing on October 1 of each year and ending on September 30 of the succeeding year, until terminated by one or more of the parties pursuant to the termination provisions of this contract.

III. APPOINTMENT OF TAX ASSESSOR-COLLECTOR

The Tax Assessor-Collector of Hays County is hereby designated as Tax Assessor-Collector for the District. Other than where it is noted within this Agreement, the District authorizes the County to make all decisions regarding collection of taxes that would otherwise be made by the District in the absence of this contract.

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County agrees to perform all necessary assessment and collection functions authorized by law for the District. The functions shall include:

a. Calculation of current taxes and preparation of current tax roll and delinquent tax roll each year.

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VI. DELINQUENT TAXES / EMPLOYMENT OF COUNSEL AND AUTHORIZATION TO INSTITUTE LEGAL ACTIONS.

A. Pursuant to Section 6.24 of the Texas Property Tax Code, the District hereby authorizes the County by and through the County's Tax Assessor-Collector to collect delinquent taxes for the District as the County deems necessary.

B. Pursuant to Section 6.30 of the Texas Property Tax Code, the District hereby agrees and expressly authorizes the County to contract on the District's behalf with private legal counsel for the collection of delinquent taxes. The District further agrees that such fee as is allowed by law and provided in the contract with private legal counsel will be paid from the delinquent taxes, penalties and interest collected for the District by such private legal counsel.

VII. AUDIT

County agrees to permit auditors engaged by the District to annually audit its assessment and collection expenditures and its collection of taxes for the District during the life of this contract. Such auditors shall report directly to the District.

VIII. SURETY BOND

Upon written request by the District, County agrees to obtain a surety bond for the tax assessor-collector and staff to assure proper performance of the tax assessing and collection functions provided for in this contract. Such bond shall be payable to the District in the sum it designates, unless otherwise provided by law, executed by a solvent surety company, licensed to do business in Texas. The District shall reimburse the County for the cost of such bond immediately upon receipt of an invoice from the County for the cost of such bond.

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County agrees to pay over to the District all net taxes, penalties and interest, after payment of refunds under XI. below. All payments received for the District shall be paid to the District monthly. County expressly agrees to process all payments, whether paid by mail, in person or otherwise in a diligent

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The District designates the Tax Assessor-Collector of County as its auditor for the sole purpose of approving refunds as required by Section 31.11 of the Property Tax Code.

County shall pay all refunds due within sixty (60) days after due. Failure of County or the District to act within any time stated in this provision, which results in the accrual of interest due on any refunds, shall obligate the one failing to act timely to pay such accrued interest. If both parties fail to meet deadlines each shall pay ½ of the accrued interest.

XII. PAYMENT FOR ASSESSMENT AND COLLECTION SERVICES

The District agrees to pay County a fee for performing the assessment and collections services described above. The fee for assessment and collections services furnished to the District shall be $0.15 (15 cents) for each parcel on the District's tax roll which lies within Hays County and $0.85 (85 cents) for each parcel on the District's tax roll which lies outside Hays County. County shall bill the District annually on April 1st for this fee, which the District shall pay within 30 days of receipt of bill.

The District agrees to bear all printing expenses associated with the publication of its No New Revenue tax rate each year.

In the event that the governing body of the District fails to adopt its tax rate, or fails to notify County of its tax rate, in time for its taxes to be included on the combined statement prepared for that year, County shall calculate the cost of preparing, mailing and processing separate tax statement for the jurisdiction. County shall forward to the District its notification of these costs for the separate statements and their processing and the District agrees to pay such costs within thirty days of receiving the notice from County.

In the event that the District shall be subject to a successful tax rate rollback election requiring the printing and distribution of new tax statement and the processing of refunds, the District agrees to reimburse County within thirty days after notice from County of the costs of providing these additional statements and processing these refunds.

All revenue received from the sale of tax certificates by County shall be retained by County as revenue to be applied against its assessment and collections expense budget for the year in which it is received.

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This Contract may be terminated by County or by the District effective on September 30 of any year upon proper notice to the other party. In order for notice to be effective it must be received by the other party not later than the first day of July preceding the September 30 effective date.

The parties may in writing agree at any time to any other termination procedure which is mutually acceptable.

XIV. NONLIABILITY FOR FAILURE TO COLLECT

County shall not be liable to the District for any failure to collect any tax, penalty or interest under any provision of this Contract.

IN WITNESS WHEREOF, these presents are executed by the authority of the governing bodies of the respective parties hereto on the date first shown above.

La Salle MUD #2

Attest:

_____ By:_____

Secretary President

Hays County

Attest:

_____ By:_____

Elaine Cardenas, County Clerk Ruben Becerra, County Judge

Approved:

Jenifer O'Kane
Hays County Tax Assessor-Collector

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Date: 08/30/2022

Requested By: Sheriff Gary Cutler
Sponsor: Commissioner Ingalsbe

Agenda Item:
Discussion and possible action to authorize the Sheriff's Office to submit orders for one (1) new and two (2) replacement Harley-Davidson Motorcycles that are approved in the FY 2023 budget. **INGALSBE/CUTLER**

Summary:
The Sheriff's Office is requesting approval to submit an order for three (3) Harley-Davidson Motorcycles with Maverick Harley-Davidson. The vendor, who is on Buyboard State Contract #601-19, has confirmed that if orders are submitted now, they can be delivered as early as December 2022. If the order takes place at the start of the new fiscal year, delivery is expected in April 2023.

Fiscal Impact:
Amount Requested: $92,184.85 (FY23)
Line Item Number: 001-618-00.5713_700

Budget Office:
Source of Funds: FY 2023 General Fund
Budget Amendment Required Y/N?: No
Comments: Funding has been approved in the FY 2023 budget for one new motor officer and two replacement motor units.

Auditor's Office:
Purchasing Guidelines Followed Y/N?: Yes, Buyboard State Contract #601-19
G/L Account Validated Y/N?: Yes, Vehicles Capital Outlay
New Revenue Y/N?: N/A
Comments:

Attachments

Harley-Davidson Quote 8.18.22

Hays County Sheriff's Office
Invoice # 081822-2
08/18/2022
2022 Harley-Davidson FLHP Road King Line Item
BUYBOARD STATE CONTRACT #601-19

Motorcycle:
$17,778.00 2022 Harley-Davidson Police FLHP Road King 114 Security Included BIRCH WHITE 019
(Setup, Shipping, VIF, State Inspection & Doc Fee Included)

Motorcycle Total $17,778.00

Emergency Equipment:

$199.95 1 SoftBrake Rear Brake Chrome SB-014-P+1 $227.17

$179.95 1 Primary Cover Guard Skid Plate PDSKID $199.95

$38.65 1 Harley-Davidson Front Fender Skirt 61400312 $42.95

$279.85 1 Harley-Davidson Saddlebag Guard Rails 90201903 $310.95

$73.75 1 Harley-Davidson Chrome Tie Down Brackets Road King 93500006 $81.95

$266.06 1 Harley-Davidson Heated Grip Airflow Black hard wire 56100342 $298.95

$35.05 1 Harley-Davidson Heated Grip Wiring Kit 69201599A $38.95

$789.25 1 Harley-Davidson LED Daymaker Adaptive Head Lamp 67700426A $876.95

$161.05 1 Harley-Davidson Brake Light LED Smoke 67800356 $178.95

$608.00 1 Whelen SA350MH Siren Speaker $760.00

$87.20 1 Whelen SA350MB1 Siren Speaker Bracket $109.00

$589.24 1 Harley-Davidson Siren Amplifier 76000853 $654.72

$57.65 1 Harley-Davidson Amplifier Bracket Kit 69200597 $64.06

$11.78 1 Harley-Davidson JUMPER PLUG Replaces Wig-Wag Flasher constant power front light 68437-99

$80.80 1 Whelen ULF44 LED Flasher – Flash White on TP $101.00

$1428.03 1 Harley-Davidson Police Tour-Pak Carrier System WHITE, Pre Drilled 53000712AV $1,586.70

$104.35 1 Harley-Davidson Tour-Pak carrier mounting adaptor plate 53196-09 $115.95

$91.56 1 Harley-Davidson Tour-Pak carrier wiring harness adaptor kit 68000137 $101.74

$812.56 3 Harley-Davidson TRIPLESTACK LIGHTHEAD, (RED/BLUE/WHITE) 68000277 $300.95

$575.82 4 Harley-Davidson MEGA-THIN LIGHTHEAD, (RED/BLUE/WHITE) 68000286 $159.95

$110.35 2 Harley-Davidson LIGHTHEAD SPLITTER 69201092 H-D MSRP $61.31

$126.85 1 Harley-Davidson Top Box Battery 65989-97E H-D MSRP $140.95

$70.40 2 0SB00SCR Blue Steady-Burn and Clear Lens Rear LP Run Authority Blue LED MSRP $44.00

$32.00 1 M2KTHD1 Whelen license plate mounting bracket for M2 series Lightheads $40.00

$315.20 2 M2J Whelen series LED R/B Split license plate MSRP $197.00

$568.00 1 M07T Whelen Windshield Array Road King **BBRR** ION™ T-Series $710.00

$229.60 1 FDFP11RR Whelen 4” Extended LED drive/warn R/C (front par36 emergency lights) $287.00

$229.60 1 FDFP11BR Whelen 4” Extended LED drive/warn B/C (front par36 emergency lights) $287.00

$44.80 2 IONHD2FM Whelen Road King Fork Mounting Kit for use with 1 Surface Mount ION $28.00

$255.20 1 IONSV3RC Whelen Surface Mount IONV Red Chrome Housing (90* Fork Mounted) $319.00

$255.20 1 IONSV3BC Whelen Surface Mount IONV Blue Chrome Housing (90* Fork Mounted) $319.00

$28.00 1 TIONHDHM Whelen Road King® Under Headlight Mounting Kit for use with 1 ION™ T $35.00

$119.20 1 TLIC Whelen ION™ T-Series™ Clear (Under Headlight Forward) $149.00

$3,605.00 Emergency Vehicle Equipment Installation 35hrs @ $103hr

$175.00 Shop Supplies/Custom Emergency Harness

$50.00 Shipping Parts

$132.00 Deliver Unit to Hays County Fleet Center 227.59 miles @ .58 per mile

Emergency Equipment Total $12,816.95

$30,594.95 Per Unit Cost
$400.00 BuyBoard State Contract Vehicle Fee

$92,184.85 Grand Total for Three (3) Units Payment Processed Though BuyBoard

Harley-Davidson Parts & Accessories 10% off MSRP per BuyBoard State Contract
Whelen Emergency Equipment 20% off MSRP per BuyBoard State Contract

All proposed motorcycles to be in full compliance as follow.
This bid includes purchase and installation of listed equipment Police Harley-Davidson Motorcycle/s. The installation of the new emergency equipment shall be done in a manner that it appears to be factory Harley-Davidson (no butt splices, no crimp connector, no split loom shrouding). All connections will either use factory Harley-Davidson Deutsch Connectors or soldered connections with heat-shrink wrap. Harley-Davidson factory connectors shall be used in the areas that regularly need removed for service/replacement of parts (e.g. front PAR36 emergency light housing with LINV Whelen lightheads or Whelen windshield array) **The installation shall include a workmanship/install warranty for the term of at least 2 years** and all work **shall be completed by a currently certified Harley-Davidson Level 5 Electrical Technician. Installation of Whelen lightheads requires the sync function wire is connected in series front and rear to all lightheads so the flash pattern is synchronized and set to a department approved pattern.**

Emergency Equipment Installation is covered by Longhorn Harley-Davidson for a period of 2 years when equipment is purchased / installed at the time of new bike delivery from LHD.

David Magers Police & Fleet Account Manager
Longhorn & Maverick Harley-Davidson
Harley-Davidson Police Advisory Board Member
Texas Master Peace Officer & Motor Officer Est 2004
972-935-6904 motorofficer@longhornhd.com
Police Motorcycles Since 1908

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Date: 08/30/2022
Requested By:
Sponsor: Commissioner Ingalsbe
Co-Sponsor: Commissioner Shell

Agenda Item
Discussion and possible action to authorize modification of Exhibit A to the Collective Bargaining Agreement between Hays County and the Hays County Law Enforcement Association (HCLEA) approved on or about October 1, 2020. **INGALSBE/SHELL**

Summary
The Collective Bargaining Agreement approved in 2020 runs until the end of Fiscal Year 2024, however the parties agreed to meet at the midterm point of the contract to update the payment plan.

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Date: 08/30/2022
Requested By:
Sponsor: Judge Becerra

Agenda Item

Discussion and possible action to appoint Wayne Thompson as the Hays County representative on the Board of Community Action Inc. of Central Texas. **BECERRA**

Summary

Wayne Thompson comes recommended by Carole Belver, Executive Director of Community Action, Inc. of Central Texas. Mr. Thompson is currently employed as a Transitional Coordinator with the Hays County Juvenile Center.

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Date: 08/30/2022

Requested By:	CUTLER
Sponsor:	Commissioner Ingalsbe
Co-Sponsor:	Commissioner Jones

Agenda Item:

Discussion and possible action to authorize the execution of a Government Agency Agreement, Services Agreement Order Form, and associated License Agreements with Flock Group, Inc. for traffic monitoring cameras and associated hardware and software and authorize a waiver to the purchasing policy. **INGALSBE/JONES/CUTLER**

Summary:

Fiscal Impact:

Amount Requested: $2,100 (FY22)
$15,000 annually (FY23/FY24)
Line Item Number: 001-618-00.5429

Budget Office:

Source of Funds: General Fund
Budget Amendment Required Y/N?: No
Comments: Funds are available for implementation, annual license fee has been budgeted in FY23.

Auditor's Office:

Purchasing Guidelines Followed Y/N?: Requires a waiver to the purchasing policy requirement of three quotes.
G/L Account Validated Y/N?: Software Maintenance and Licensing
New Revenue Y/N?: N/A
Comments:

Attachments

Flock Agreement
Flock License Agreements
Flock Images
Sole Source Letter

DocuSign Envelope ID: D0F6377C-2B0F-4A43-8063-9AB1856B0CDC

flock safety

FLOCK GROUP INC.
SERVICES AGREEMENT
ORDER FORM

This Order Form together with the Terms (as defined herein) describe the relationship between Flock Group Inc. ("**Flock**") and the customer identified below ("**Customer**") (each of Flock and Customer, a "**Party**"). This order form ("**Order Form**") hereby incorporates and includes the "GOVERNMENT AGENCY AGREEMENT" attached (the "**Terms**") which describe and set forth the general legal terms governing the relationship (collectively, the "**Agreement**"). The Terms contain, among other things, warranty disclaimers, liability limitations and use limitations.

The Agreement will become effective when this Order Form is executed by both Parties (the "**Effective Date**").

Customer: TX - Hays County SO	Contact Name: Mark Cumberland
Address: 1307 Uhland Road San Marcos, Texas 78666	Phone: 512.393.7800
	E-Mail: cumberland@co.hays.tx.us
Expected Payment Method:	Billing Contact:
	(if different than above)
Initial Term: 24 Months	Pilot period: First 30 days of Initial Term; option to cancel contract
Renewal Term: 24 Months	at no cost. Initial Term invoice due after Pilot period.
	Billing Term: Annual payment due Net 30 per terms and conditions

Name	Price	QTY	Subtotal
Professional Services - Falcon, Standard Implementation	$350.00	6.00	$2,100.00
Falcon Camera	$2,500.00	6.00	$15,000.00

(Includes one-time fees)

Year 1 Total: $17,100.00
Recurring Total: $15,000.00

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By executing this Order Form, Customer represents and warrants that it has read and agrees all of the terms and conditions contained in the Terms attached. The Parties have executed this Agreement as of the dates set forth below.

Flock Group Inc.:	**Customer:**
By: DocuSigned by: Alex Latraverse D7432021662B461...	By: DocuSigned by: 6BFA4CF8D2204E3...
Name: Alex Latraverse	Name: Shane Smith
Title: Chief Revenue Officer	Title: Captain
Date: 4/5/2022	Date:

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flock safety

GOVERNMENT AGENCY AGREEMENT

This Government Agency Agreement (this "**Agreement**") is entered into by and between Flock Group, Inc. with a place of business at 1170 Howell Mill Rd NW Suite 210, Atlanta, GA 30318 ("**Flock**") and the police department or government agency identified in the signature block of the order form ("**Agency**") (each a "**Party**," and together, the "**Parties**").

RECITALS

WHEREAS, Flock offers a software and hardware solution for automatic license plate detection through Flock's technology platform (the "**Flock Service**"), and upon detection, the Flock Services are capable of capturing audio, image, and recordings data of suspected vehicles (**"Footage"**) and can provide notifications to Agency upon the instructions of Non-Agency End User (**"Notifications"**);

WHEREAS, Agency desires access to the Flock Service on existing cameras, provided by Agency, or Flock provided Hardware (as defined below) in order to create, view, search and archive Footage and receive Notifications, including those from non-Agency users of the Flock Service (where there is an investigative or bona fide lawful purpose) such as schools, neighborhood homeowners associations, businesses, and individual users;

WHEREAS, Flock deletes all Footage on a rolling thirty (30) day basis; Agency is responsible for extracting, downloading and archiving Footage from the Flock System on its own storage devices for auditing for prosecutorial/administrative purposes; and

WHEREAS, Flock desires to provide Agency the Flock Service and any access thereto, subject to the terms and conditions of this Agreement, solely for the awareness, prevention, and prosecution of crime, bona fide investigations by police departments, and archiving for evidence gathering ("Purpose").

AGREEMENT

NOW, THEREFORE, Flock and Agency agree as follows and further agree to incorporate the Recitals into this Agreement.

1. DEFINITIONS

Certain capitalized terms, not otherwise defined herein, have the meanings set forth or cross-referenced in this Section 1.

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1.1 "***Agency Data***" will mean the data, media and content provided by Agency through the Services. For the avoidance of doubt, the Agency Data will include the Footage.
1.2. "***Agency Hardware*** " shall mean the third-party camera owned or provided by Agency and any other physical elements that interact with the Embedded Software and the Web Interface to provide the Services. The term "***Agency Hardware*** " excludes the Embedded Software
1.3 "***Authorized End User(s)***" shall mean any individual employees, agents, or contractors of Agency accessing or using the Services through the Web Interface, under the rights granted to Agency pursuant to this Agreement.
1.4 "***Documentation***" will mean text and/or graphical documentation, whether in electronic or printed format, that describe the features, functions and operation of the Services which are provided by Flock to Agency in accordance with the terms of this Agreement.
1.5 "***Embedded Software***" will mean the software and/or firmware embedded or preinstalled on the Agency Hardware.
1.6 "***Flock IP***" will mean the Services, the Documentation, the Embedded Software, the Installation Services, and any and all intellectual property therein or otherwise provided to Agency and/or its Authorized End Users in connection with the foregoing.
1.7 "***Footage***" means still images captured by the Agency Hardware in the course of and provided via the Services.
1.8 "***Hardware***" or "***Flock Hardware***" shall mean the Flock cameras or device, pole, clamps, solar panel, installation components, and any other physical elements that interact with the Embedded Software and the Web Interface to provide the Flock Services. The term "***Hardware***" excludes the Embedded Software.
1.9 ***"Implementation Fee(s)"*** means the monetary fees associated with the Installation Services, as defined in Section 1.10 below.
1.10 "***Installation Services***" means the services provided by Flock including any applicable installation of Embedded Software on Agency Hardware.
1.11 "***Non-Agency End User(s)***" shall mean any individual, entity, or derivative therefrom, authorized to use the Services through the Web Interface, under the rights granted to pursuant to the terms (or to those materially similar) of this Agreement.
1.12 "***Services***" or "**Flock Services**" means the provision, via the Web Interface, of Flock's software application for automatic license plate detection, searching image records, and sharing Footage.
1.13 "***Support Services***" shall mean Monitoring Services, as defined in Section 2.9 below.
1.14 "***Unit(s)***" shall mean the Agency Hardware together with the Embedded Software.
1.15 "***Usage Fee***" means the subscription fees to be paid by the Agency for ongoing access to Services.
1.16 "***Web Interface***" means the website(s) or application(s) through which Agency and its Authorized End Users can access the Services in accordance with the terms of this Agreement.

2. SERVICES AND SUPPORT

2.1 **Provision of Access.** Subject to the terms of this Agreement, Flock hereby grants to Agency a non-exclusive, non-transferable right to access the features and functions of the Services via the Web Interface during the Service Term (as defined in Section 6.1 below), solely for the Authorized End Users. The Footage will be available for

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Agency 's designated administrator, listed on the order form, and any Authorized End Users to access via the Web Interface for thirty (30) days. Authorized End Users will be required to sign up for an account and select a password and username ("***User ID***"). Flock will also provide Agency with the Documentation to be used in accessing and using the Services. Agency shall be responsible for all acts and omissions of Authorized End Users, and any act or omission by an Authorized End User which, if undertaken by Agency, would constitute a breach of this Agreement, shall be deemed a breach of this Agreement by Agency. Agency shall undertake reasonable efforts to make all Authorized End Users aware of the provisions of this Agreement as applicable to such Authorized End User's use of the Services, and shall cause Authorized End Users to comply with such provisions. Flock may use the services of one or more third parties to deliver any part of the Services, including without limitation using a third party to host the Web Interface which makes the Services available to Agency and Authorized End Users. Warranties provided by said third party service providers are the agency's sole and exclusive remedy and flock's sole and exclusive liability with regard to such third-party services, including without limitation hosting the web interface. Agency agrees to comply with any acceptable use policies and other terms of any third-party service provider that are provided or otherwise made available to Agency from time to time.

2.2 **Embedded Software License.** Subject to all terms of this Agreement, Flock grants Agency a limited, non-exclusive, non-transferable, non-sublicensable (except to the Authorized End Users), revocable right to use the Embedded Software as installed on the Hardware or Agency Hardware; in each case, solely as necessary for Agency to use the Services.

2.3 **Documentation License.** Subject to the terms of this Agreement, Flock hereby grants to Agency a non-exclusive, non-transferable right and license to use the Documentation during the Service Term to Agency 's in connection with its use of the Services as contemplated herein, and under Section 2.4 below.

2.4 **Usage Restrictions.**

a. Flock IP. The purpose for usage of the Unit, Documentation, Services, support, and Flock IP are solely to facilitate gathering evidence that could be used in a lawful criminal investigation by the appropriate government agency and not for tracking activities that the system is not designed to capture ("***Permitted Purpose***"). Agency will not, and will not permit any Authorized End Users to, (i) copy or duplicate any of the Flock IP; (ii) decompile, disassemble, reverse engineer or otherwise attempt to obtain or perceive the source code from which any software component of any of the Flock IP is compiled or interpreted, or apply any other process or procedure to derive the source code of any software included in the Flock IP, or attempt to do any of the foregoing, and Agency acknowledges that nothing in this Agreement will be construed to grant Agency any right to obtain or use such source code; (iii) modify, alter, tamper with or repair any of the Flock IP, or create any derivative product from any of the foregoing, or attempt to do any of the foregoing, except with the prior written consent of Flock; (iv) interfere or attempt to interfere in any manner with the functionality or proper working of any of the Flock IP; (v) remove, obscure, or alter any notice of any intellectual property or proprietary right appearing on or contained within any of the Services or Flock IP; (vi) use the Services, support, Unit, Documentation or the Flock IP for anything other than

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the Permitted Purpose; or (vii) assign, sublicense, sell, resell, lease, rent or otherwise transfer or convey, or pledge as security or otherwise encumber, Agency's rights under Sections 2.1, 2.2, or 2.3.

b. Flock Hardware. Agency understands that all Flock Hardware is owned exclusively by Flock, and that title to any Flock Hardware does not pass to Agency upon execution of this Agreement. Agency is not permitted to remove, reposition, re-install, tamper with, alter, adjust or otherwise take possession or control of Flock Hardware. Notwithstanding the notice and cure period set for in Section 6.3, Agency agrees and understands that in the event Agency is found to engage in any of the restricted actions of this Section 2.4(b), all warranties herein shall be null and void, and this Agreement shall be subject to immediate termination (without opportunity to cure) for material breach by Agency.

2.5 **Retained Rights; Ownership.** As between the Parties, subject to the rights granted in this Agreement, Flock and its licensors retain all right, title and interest in and to the Flock IP and its components, and Agency acknowledges that it neither owns nor acquires any additional rights in and to the foregoing not expressly granted by this Agreement. Agency further acknowledges that Flock retains the right to use the foregoing for any purpose in Flock's sole discretion. There are no implied rights.

2.6 **Suspension.** Notwithstanding anything to the contrary in this Agreement, Flock may temporarily suspend Agency's and any Authorized End User's access to any portion or all of the Flock IP or Flock Hardware if (i) Flock reasonably determines that (a) there is a threat or attack on any of the Flock IP; (b) Agency 's or any Authorized End User's use of the Flock IP disrupts or poses a security risk to the Flock IP or any other Agency or vendor of Flock; (c) Agency or any Authorized End User is/are using the Flock IP for fraudulent or illegal activities; (d) Flock's provision of the Services to Agency or any Authorized End User is prohibited by applicable law; (e) any vendor of Flock has suspended or terminated Flock's access to or use of any third party services or products required to enable Agency to access the Flock IP; or (f) Agency has violated any term of this provision, including, but not limited to, utilizing the Services for anything other than the Permitted Purpose (each such suspension, in accordance with this Section 2.6, a "***Service Suspension***"). Flock will make commercially reasonable efforts, circumstances permitting, to provide written notice of any Service Suspension to Agency (including notices sent to Flock's registered email address) and to provide updates regarding resumption of access to the Flock IP following any Service Suspension. Flock will use commercially reasonable efforts to resume providing access to the Service as soon as reasonably possible after the event giving rise to the Service Suspension is cured. Flock will have no liability for any damage, liabilities, losses (including any loss of data or profits) or any other consequences that Agency or any Authorized End User may incur as a result of a Service Suspension. To the extent that the Service Suspension is not caused by Agency's direct actions or by the actions of parties associated with the Agency, the expiration of the Term will be tolled by the duration of any suspension (for any continuous suspension lasting at least one full day) prorated for the proportion of cameras on the Agency 's account that have been impacted.

2.7 **Installation Services.**

2.7.1 ***Designated Locations.*** For installation of Flock Hardware, prior to performing the physical installation of the Units, Flock shall advise Agency on the location and positioning of the Units for optimal license plate image

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capture, as conditions and location allow. Flock may consider input from Agency regarding location, position and angle of the Units (each Unit location so designated by Agency, a "***Designated Location***"). Flock shall have final discretion on location of Units. Flock shall have no liability to Agency resulting from any poor performance, functionality or Footage resulting from or otherwise relating to the Designated Locations or delay in installation due to Agency's delay in confirming Designated Locations, in ordering and/or having the Designated Location ready for installation including having all electrical work preinstalled and permits ready, if necessary. The deployment plan will confirm the Designated Location. After installation, any subsequent changes to the deployment plan ("***Reinstalls***") will incur a charge for Flock's then-current list price for Reinstalls, as listed in the then-current Reinstall Policy (available at https://www.flocksafety.com/reinstall-fee-schedule) and any equipment charges. These changes include but are not limited to camera re-positioning, adjusting of camera mounting, re-angling, removing foliage, camera replacement, changes to heights of poles, regardless of whether the need for Reinstalls related to vandalism, weather, theft, lack of criminal activity in view, and the like. Flock Safety shall have full discretion on decision to reinstall Flock Hardware.

2.7.2 ***Agency Installation Obligations*.** Agency agrees to allow Flock and its agents reasonable access in and near the Designated Locations at all reasonable times upon reasonable notice for the purpose of performing the installation work. Although the Units are designed to utilize solar power, certain Designated Locations may require a reliable source of 120V AC power, as described in the deployment plan. In the event adequate solar exposure is not available Agency is solely responsible for providing a reliable source of 120V AC power to the Units, if necessary. Additionally, Agency is solely responsible for (i) any permits or associated costs, and managing the permitting process of installation of cameras or AC power; (ii) any federal, state or local taxes including property, license, privilege, sales, use, excise, gross receipts or other similar taxes which may now or hereafter become applicable to, measured by or imposed upon or with respect to the installation of the Hardware, its use (excluding tax exempt entities), or (iii) any other supplementary cost for services performed in connection with installation of the Hardware, including but not limited to contractor licensing, engineered drawings, rental of specialized equipment or vehicles, third-party personnel (i.e. Traffic Control Officers, Electricians, State DOT-approved poles, etc., if necessary), such costs to be approved by the Agency ("***Agency Installation Obligations*"**). In the event that a Designated Location for a Unit requires permits, Flock will provide the Agency with a temporary alternate location for installation pending the permitting process. Once the required permits are obtained, Flock will relocate the Units from the temporary alternate location to the permitted location at no additional cost. Flock will provide options to supply power at each Designated Location. If Agency refuses alternative power supply options, Agency agrees and understands that Agency will not be subject to any reimbursement, tolling, or credit for any suspension period of Flock Services due to low solar. Flock will make all reasonable efforts within their control to minimize suspension of Flock Services. Any fees payable to Flock exclude the foregoing. Without being obligated or taking any responsibility for the foregoing, Flock may pay and invoice related costs to Agency if Agency did not address them prior to the execution of this Agreement or a third party requires Flock to pay. Agency represents and warrants that it has all necessary right title and authority and

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hereby authorizes Flock to install the Hardware at the Designated Locations and to make any necessary inspections or tests in connection with such installation. Flock is not responsible for installation of Agency Hardware.

2.7.3 *Flock's Obligations.* Installation of any Flock Hardware shall be installed in a workmanlike manner in accordance with Flock's standard installation procedures, and the installation will be completed within a reasonable time from the time that the Designated Locations are confirmed. Following the initial installation of the Hardware and any subsequent Reinstalls or maintenance operations, Flock's obligation to perform installation work shall cease; however, for the sole purpose of validating installation, Flock will continue to monitor the performance of the Units for the length of the Term and will receive access to the Footage for a period of three (3) business days after the initial installation in order to monitor performance and provide any necessary maintenance solely as a measure of quality control. Agency understands and agrees that the Flock Services will not function without the Hardware. Labor may be provided by Flock or a third party. Flock is not obligated to install, reinstall, or provide physical maintenance to Agency Hardware.

2.7.4 *Security Interest.* Flock Hardware shall remain the personal property of Flock and will be removed upon the natural expiration of this Agreement at no additional cost to Agency. Agency shall not perform any acts which would interfere with the retention of title of the Hardware by Flock. Should Agency default on any payment of the Flock Services, Flock may remove Hardware at Flock's discretion. Such removal, if made by Flock, shall not be deemed a waiver of Flock's rights to any damages Flock may sustain as a result of Agency's default and Flock shall have the right to enforce any other legal remedy or right.

2.8 **Hazardous Conditions.** Unless otherwise stated in the Agreement, Flock's price for its services under this Agreement does not contemplate work in any areas that contain hazardous materials, or other hazardous conditions, including, without limit, asbestos, lead, toxic or flammable substances. In the event any such hazardous materials are discovered in the designated locations in which Flock is to perform services under this Agreement, Flock shall have the right to cease work immediately in the area affected until such materials are removed or rendered harmless.

2.9 **Support Services.** Subject to the payment of fees, Flock shall monitor the performance and functionality of Flock Services and may, from time to time, advise Agency on changes to the Flock Services, Installation Services, or the Designated Locations which may improve the performance or functionality of the Services or may improve the quality of the Footage. The work, its timing, and the fees payable relating to such work shall be agreed by the Parties prior to any alterations to or changes of the Services or the Designated Locations ("***Monitoring Services***"). Subject to the terms hereof, Flock will provide Agency with reasonable technical and on-site support and maintenance services ("***On-Site Services***") in-person or by email at support@flocksafety.com. Flock will use commercially reasonable efforts to respond to requests for support.

2.10 **Special Terms.** From time to time, Flock may offer certain "Special Terms" related to guarantees, service and support which are indicated in the proposal and on the order form and will become part of this Agreement, upon

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Agency's consent. To the extent that any terms of this agreement are inconsistent or conflict with the Special Terms, the Special Terms shall control.

2.10 **Changes to Platform.** Flock may, in its sole discretion, make any changes to any system or platform that it deems necessary or useful to (i) maintain or enhance (a) the quality or delivery of Flock's products or services to its Agency s, (b) the competitive strength of, or market for, Flock's products or services, (c) such platform or system's cost efficiency or performance, or (ii) to comply with applicable law.

3. RESTRICTIONS AND RESPONSIBILITIES

3.1 **Agency Obligations.** Flock will assist Agency end-users in the creation of a User ID. Agency agrees to provide Flock with accurate, complete, and updated registration information. Agency may not select as its User ID a name that Agency does not have the right to use, or another person's name with the intent to impersonate that person. Agency may not transfer its account to anyone else without prior written permission of Flock. Agency will not share its account or password with anyone, and must protect the security of its account and password. Agency is responsible for any activity associated with its account. Agency shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services. Agency will, at its own expense, provide assistance to Flock, including, but not limited to, by means of access to, and use of, Agency facilities, as well as by means of assistance from Agency personnel, to the limited extent any of the foregoing may be reasonably necessary to enable Flock to perform its obligations hereunder, including, without limitation, any obligations with respect to Support Services or any Installation Services.

3.2 **Agency Representations and Warranties.** Agency represents, covenants, and warrants that Agency will use the Services only in compliance with this Agreement and all applicable laws and regulations, including but not limited to any laws relating to the recording or sharing of video, photo, or audio content. Although Flock has no obligation to monitor Agency 's use of the Services, Flock may do so and may prohibit any use of the Services it believes may be (or alleged to be) in violation of the foregoing.

4. CONFIDENTIALITY; AGENCY DATA

4.1 **Confidentiality.** To the extent allowable by applicable FOIA and state-specific Public Records Acts, each Party (the "***Receiving Party***") understands that the other Party (the "***Disclosing Party***") has disclosed or may disclose business, technical or financial information relating to the Disclosing Party's business (hereinafter referred to as "***Proprietary Information***" of the Disclosing Party). Proprietary Information of Flock includes non-public information regarding features, functionality and performance of the Services. Proprietary Information of Agency includes non-public data provided by Agency to Flock or collected by Flock via the Unit, including the Footage, to enable the provision of the Services, which includes but is not limited to geolocation information and environmental data collected by sensors built into the Units ("***Agency Data***"). The Receiving Party agrees: (i) to take the same security precautions to protect against disclosure or unauthorized use of such Proprietary Information that the party takes with its own proprietary information, but in no event will a party apply less than reasonable precautions to protect such Proprietary Information, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. Flock's use of the Proprietary

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Information may include processing the Proprietary Information to send Agency alerts, such as when a car exits Agency 's neighborhood, or to analyze the data collected to identify motion or other events. The Disclosing Party agrees that the foregoing shall not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public, or (b) was in its possession or known by it prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to it without restriction by a third party, or (d) was independently developed without use of any Proprietary Information of the Disclosing Party. Nothing in this Agreement will prevent the Receiving Party from disclosing the Proprietary Information pursuant to any judicial or governmental order, provided that the Receiving Party gives the Disclosing Party reasonable prior notice of such disclosure to contest such order. For clarity, Flock may access, use, preserve and/or disclose the Footage to law enforcement authorities, government officials, and/or third parties, if legally required to do so or if Flock has a good faith belief that such access, use, preservation or disclosure is reasonably necessary to: (a) comply with a legal process or request; (b) enforce this Agreement, including investigation of any potential violation thereof; (c) detect, prevent or otherwise address security, fraud or technical issues; or (d) protect the rights, property or safety of Flock, its users, a third party, or the public as required or permitted by law, including respond to an emergency situation. Agency hereby expressly grants Flock a non-exclusive, worldwide, perpetual, royalty-free right and license (during and after the term hereof) to disclose the Agency Data (inclusive of any Footage) to enable law enforcement monitoring against law enforcement hotlists as well as provide Footage search access to law enforcement for investigative purposes only. Flock may store deleted Footage in order to comply with certain legal obligations but such retained Footage will not be retrievable without a valid court order.

4.2 **Agency Data..** As between Flock and Agency, all right, title and interest in the Agency Data, belong to and are retained solely by Agency. Agency hereby grants to Flock a limited, non-exclusive, royalty-free, worldwide license to use the Agency Data and perform all acts with respect to the Agency Data as may be necessary for Flock to provide the Flock Services to Agency, including without limitation the Support Services set forth in Section 2.9 above, and a non-exclusive, perpetual, irrevocable, worldwide, royalty-free, fully paid license to use, reproduce, modify and distribute the Agency Data as a part of the Aggregated Data (as defined in Section 4.4 below).As between Agency and Non-Agency End Users that have prescribed access of Footage to Agency, each of Agency and Non-Agency End Users will share all right, title and interest in the Non-Agency End User Data. This Agreement does not by itself make any Non-Agency End User Data the sole property or the Proprietary Information of Agency. Flock will automatically delete Footage older than thirty (30) days. Agency has a thirty (30) day window to view, save and/or transmit Footage to the relevant government agency prior to its deletion.

4.3 **Feedback.** If Agency provides any suggestions, ideas, enhancement requests, feedback, recommendations or other information relating to the subject matter hereunder, Agency hereby assigns (and will cause its agents and representatives to assign) to Flock all right, title and interest (including intellectual property rights) with respect to or resulting from any of the foregoing.

4.4 **Aggregated Data.** Notwithstanding anything in this Agreement to the contrary, Flock shall have the right to collect and analyze data that does not refer to or identify Agency or any individuals or de-identifies such data and other information relating to the provision, use and performance of various aspects of the Services and related

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systems and technologies (including, without limitation, information concerning Agency Data and data derived therefrom). For the sake of clarity, Aggregated Data is compiled anonymous data which has been stripped of any personal identifying information. Agency acknowledges that Flock will be compiling anonymized and/or aggregated data based on Agency Data input into the Services (the "***Aggregated Data***"). Agency hereby grants Flock a non-exclusive, worldwide, perpetual, royalty-free right and license (during and after the Service Term hereof) to (i) use and distribute such Aggregated Data to improve and enhance the Services and for other development, diagnostic and corrective purposes, other Flock offerings, and crime prevention efforts, and (ii) disclose the Agency Data (both inclusive of any Footage) to enable law enforcement monitoring against law enforcement hotlists as well as provide Footage search access to law enforcement for investigative purposes only. No rights or licenses are granted except as expressly set forth herein. Flock shall not sell Agency Data or Aggregated Data.

5. PAYMENT OF FEES

5.1a **Wing Fees.** For Wing products, the Agency will pay Flock the first Usage Fee and the Implementation Fee (as described on the Order Form attached hereto, together the ***"Initial Fees***") as set forth on the Order Form on or before the 30th day following the Effective Date of this Agreement. Flock shall have no liability resulting from any delay by the Agency in installing the Embedded Software on the Agency Hardware. If applicable, Agency shall pay the ongoing Usage Fees set forth on the Order Form with such Usage Fees due and payable thirty (30) days in advance of each payment period. All payments will be made by either ACH, check, or credit card.

5.1b Falcon Fees. For Falcon products during the Initial Term, Agency will pay Flock fifty percent (50%) of the first Usage Fee, the Implementation Fee and any fee for Hardware (as described on the Order Form attached hereto, together the "Initial Fees") as set forth on the Order Form on or before the 30th day following receipt of initial invoice after Effective Date. Upon commencement of installation, Flock will issue an invoice for twenty-five percent (25%) of the Initial Fees, and Agency shall pay on or before 30th day following receipt of invoice. Upon completion of installation, Flock will issue an invoice for the remaining balance and Agency shall pay on or before 30th day following receipt of final invoice. Flock is not obligated to commence the Installation Services unless and until the first payment has been made and shall have no liability resulting from any delay related thereto. For a Renewal Term, as defined below, Agency shall pay the entire invoice on or before the 30th day following receipt of invoice.

5.2 **Changes to Fees.** Flock reserves the right to change the fees or applicable charges and to institute new charges and fees at the end of the Initial Term or any Renewal Term, upon sixty (60) days' notice prior to the end of such Initial Term or Renewal Term (as applicable) to Agency (which may be sent by email). If Agency believes that Flock has billed Agency incorrectly, Agency must contact Flock no later than sixty (60) days after the closing date on the first billing statement in which the error or problem appeared, in order to receive an adjustment or credit. Inquiries should be directed to Flock's Agency support department. Agency acknowledges and agrees that a failure to contact Flock within this sixty (60) day period will serve as a waiver of any claim Agency may have had as a result of such billing error.

5.3 **Invoicing, Late Fees; Taxes.** Flock may choose to bill through an invoice, in which case, full payment for invoices issued in any given month must be received by Flock thirty (30) days after the mailing date of the invoice.

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If Agency is a non-tax exempt entity, Agency shall be responsible for all taxes associated with Services other than U.S. taxes based on Flock's net income.

6. TERM AND TERMINATION

6.1a **Wing Term.** Subject to earlier termination as provided below, the initial term of this Agreement shall be for the period of time set forth on the Order Form (the "***Initial Term***"). The Term shall commence upon execution of this Agreement. *Following the Initial Term, unless otherwise indicated on the Order Form, this Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form* (each, a "***Renewal Term***", and together with the Initial Term, the "***Service Term***") *unless either party gives the other party notice of non-renewal at least thirty (30) days prior to the end of the then-current term*.

6.1b Falcon Term. Subject to earlier termination as provided below, the initial term of this Agreement shall be for the period of time set forth on the Order Form (the "***Initial Term***"). The Term shall commence upon first installation and validation of a Unit. *Following the Initial Term, unless otherwise indicated on the Order Form, this Agreement will automatically renew for successive renewal terms for the length set forth on the Order Form* (each, a "***Renewal Term***", and together with the Initial Term, the "***Service Term***") *unless either party gives the other party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.*

6.2 **Termination for Convenience.** At any time during the agreed upon Term, an Agency not fully satisfied with the service may self-elect to terminate this Agreement for convenience. Termination for convenience will result in a one-time fee of $500 per Flock Hardware. Upon termination for convenience, a refund will be provided for Falcon Cameras, prorated for any fees for the remaining Term length set forth previously. Agency will remain liable to pay the full outstanding fees for any Wing product on the effective date of termination of that Order Form. Flock will invoice, and Agency will pay, any unbilled fees and any unpaid fees covering the remainder of the term of that Order Form had it not been terminated. Termination for convenience of the Agreement by the Agency will be effective immediately. Flock will provide advanced written notice and remove all Flock Hardware at Flock's own convenience, within a commercially reasonable period of time upon termination.

6.3 **Termination.** Notwithstanding the termination provisions in Section 2.4(b), in the event of any material breach of this Agreement, the non-breaching party may terminate this Agreement prior to the end of the Service Term by giving thirty (30) days prior written notice to the breaching party; provided, however, that this Agreement will not terminate if the breaching party has cured the breach prior to the expiration of such thirty (30) day period. Either party may terminate this Agreement, without notice, (i) upon the institution by or against the other party of insolvency, receivership or bankruptcy proceedings, (ii) upon the other party's making an assignment for the benefit of creditors, or (iii) upon the other party's dissolution or ceasing to do business. Upon termination for Flock's material breach, Flock will refund to Agency a pro-rata portion of the pre-paid fees for Services not received due to such termination.

6.5 **No-Fee Term.** For the Term of this Agreement, Flock will provide Agency with complimentary access to 'hot-list' alerts, which may include 'hot tags', stolen vehicles, Amber Alerts, etc. ("***No-Fee Term***"). In the event a Non-Agency End User grants Agency access to Footage and/or Notifications from a Non-Agency End User Unit, Agency will have access to Non-Agency End User Footage and/or Notifications until deletion, subject to the thirty (30) day

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retention policy. Non-Agency End Users and Flock may, in their sole discretion, leave access open. The No-Fee Term will survive the Term of this Agreement. Flock, in its sole discretion, can determine not to provide additional No-Fee Terms or can impose a price per No-Fee Term upon thirty (30) days' notice. Agency may terminate any No-Fee Term or access to future No-Fee Terms upon thirty (30) days' notice.

6.6 **Survival.** The following Sections will survive termination: 2.4, 2.5, 3, 4, 5 (with respect to any accrued rights to payment), 5.4, 6.5, 7.4, 8.1, 8.2, 8.3, 8.4, 9.1 and 10.5.

7. REMEDY; WARRANTY AND DISCLAIMER

7.1 **Remedy.** Upon a malfunction or failure of Flock Hardware or Embedded Software (a "***Defect***"), Agency must notify Flock's technical support as described in Section 2.9 above. If Flock is unable to correct the Defect, Flock shall, or shall instruct one of its contractors to repair or replace the Flock Hardware or Embedded Software suffering from the Defect. Flock reserves the right in their sole discretion to refuse or delay replacement or its choice of remedy for a Defect until after it has inspected and tested the affected Unit provided that such inspection and test shall occur within seventy-two (72) hours after Agency notifies the Flock of a known Defect. In the event of a Defect, Flock will repair or replace the defective Unit at no additional cost. In the event that a Unit is lost, stolen, or damaged, Agency may request that Flock replace the Unit at a fee according to the then-current Reinstall Policy (https://www.flocksafety.com/reinstall-fee-schedule). Agency shall not be required to replace subsequently lost, damaged or stolen Units, however, Agency understands and agrees that functionality, including Footage, will be materially affected due to such subsequently lost, damaged or stolen Units and that Flock will have no liability to Agency regarding such affected functionality nor shall the Usage Fee or Implementation Fees owed be impacted. Flock is under no obligation to replace or repair Hardware.

7.2 **Exclusions.** Flock will not provide the remedy described in Section 7.1 if Agency is found to have misused the Flock Hardware, Agency Hardware or Embedded Software in any manner.

7.3 **Warranty.** Flock shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Installation Services in a professional and workmanlike manner. Upon completion of any installation or repair, Flock shall clean and leave the area in good condition. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Flock or by third-party providers, or because of other causes beyond Flock's reasonable control, but Flock shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption.

7.4 **Disclaimer.** THE REMEDY DESCRIBED IN SECTION 7.1 ABOVE IS AGENCY 'S SOLE REMEDY, AND FLOCK'S SOLE LIABILITY, WITH RESPECT TO DEFECTIVE EMBEDDED SOFTWARE. FLOCK DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES ARE PROVIDED "AS IS" AND FLOCK DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR

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PURPOSE AND NON-INFRINGEMENT. THIS DISCLAIMER OF SECTION 7.4 ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE MENTIONED IN SECTION 10.6, OR IF NO STATE IS MENTIONED IN SECTION 10.6, BY THE LAW OF THE STATE OF GEORGIA.

7.5 **Insurance.** Flock will maintain commercial general liability policies with policy limits reasonably commensurate with the magnitude of Flock's business risk. Certificates of Insurance can be provided upon request.

7.6 **Force Majeure.** Flock is not responsible nor liable for any delays or failures in performance from any cause beyond its control, including, but not limited to acts of God, changes to law or regulations, embargoes, war, terrorist acts, acts or omissions of third-party technology providers, riots, fires, earthquakes, floods, power blackouts, strikes, weather conditions or acts of hackers, internet service providers or any other third party or acts or omissions of Agency or any Authorized End User.

8. LIMITATION OF LIABILITY; NO FEE TERM; INDEMNITY

8.1 **Limitation of Liability.** NOTWITHSTANDING ANYTHING TO THE CONTRARY, FLOCK AND ITS SUPPLIERS (INCLUDING BUT NOT LIMITED TO ALL HARDWARE AND TECHNOLOGY SUPPLIERS), OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, PRODUCT LIABILITY, OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY, INCOMPLETENESS OR CORRUPTION OF DATA OR FOOTAGE OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (C) FOR ANY MATTER BEYOND FLOCK'S ACTUAL KNOWLEDGE OR REASONABLE CONTROL INCLUDING REPEAT CRIMINAL ACTIVITY OR INABILITY TO CAPTURE FOOTAGE OR IDENTIFY AND/OR CORRELATE A LICENSE PLATE WITH THE FBI DATABASE; (D) FOR ANY PUBLIC DISCLOSURE OF PROPRIETARY INFORMATION MADE IN GOOD FAITH; (E) FOR CRIME PREVENTION; OR (F) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID AND/OR PAYABLE BY AGENCY TO FLOCK FOR THE SERVICES UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS PRIOR TO THE ACT OR OMISSION THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT FLOCK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN THE EVENT OF AN EMERGENCY, AGENCY SHOULD CONTACT 911 AND SHOULD NOT RELY ON THE SERVICES.THIS LIMITATION OF LIABILITY OF SECTION 8 ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE MENTIONED IN SECTION 10.6, OR IF NO STATE IS MENTIONED IN SECTION 10.6, BY THE LAW OF THE STATE OF GEORGIA.

8.2 **Additional No-Fee Term Requirements.** IN NO EVENT SHALL FLOCK'S AGGREGATE LIABILITY, IF ANY, ARISING OUT OF OR IN ANY WAY RELATED TO THE COMPLIMENTARY NO-FEE TERM AS DESCRIBED IN SECTION 6.5 EXCEED $100, WITHOUT REGARD TO WHETHER SUCH CLAIM IS BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE. Parties

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acknowledge and agree that the essential purpose of this Section 8.2 is to allocate the risks under the No-Fee Term described in Section 6.5 and limit potential liability given the aforementioned complimentary service, which would have been substantially higher if Flock were to assume any further liability other than as set forth herein. Flock has relied on these limitations in determining whether to provide the complimentary No-Fee Term. The limitations set forth in this Section 8.2 shall not apply to claims or damages resulting from Flock's other obligations under this Agreement.

8.3 **Responsibility.** Each Party to this Agreement shall assume the responsibility and liability for the acts and omissions of its own employees, deputies, officers, or agents, in connection with the performance of their official duties under this Agreement. Each Party to this Agreement shall be liable (if at all) only for the torts of its own officers, agents, or employees that occur within the scope of their official duties. Agency will not pursue any claims or actions against Flock's suppliers.

8.4 **Indemnity. To the extent permitted by law,** the Parties hereby agree to indemnify and hold harmless the other Party against any damages, losses, liabilities, settlements and expenses in connection with any claim or action that arises from an alleged violation of Section 3.2, a breach of this Agreement, Agency's Installation Obligations, Agency's sharing of any data in connection with the Flock system, Flock employees or agent or Non-Agency End Users, or otherwise from Agency's use of the Services, Flock Hardware, Agency Hardware and any Embedded Software, including any claim that such actions violate any applicable law or third party right. Although Flock has no obligation to monitor Agency's use of the Services, Flock may do so and may prohibit any use of the Services it believes may be (or alleged to be) in violation of Section 3.2 or this Agreement.

9. RECORD RETENTION

9.1 **Data Preservation.** The Agency agrees to store Agency Data in compliance with all applicable local, state and federal laws, regulations, policies and ordinances and their associated record retention schedules. As part of Agency's consideration for paid access and no-fee access to the Flock System, to the extent that Flock is required by local, state or federal law to preserve the Agency Data, Flock will notify Agency of the requirement and applicable retention period, and Agency agrees to preserve and securely store this data on Flock's behalf so that should Flock be legally compelled by judicial or government order, Flock may retrieve the data from Agency upon demand.

10. MISCELLANEOUS

10.1 **Severability.** If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable.

10.2 **Assignment.** This Agreement is not assignable, transferable, sublicensable, and not to be unreasonably withheld by either Party without prior written consent from the other Party.

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10.3 **Entire Agreement.** This Agreement, together with the Order Form(s), the then-current Reinstall Policy (https://www.flocksafety.com/reinstall-fee-schedule), and Deployment Plan(s), are the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both parties, except as otherwise provided herein. None of Agency's purchase orders, authorizations or similar documents will alter the terms of this Agreement, and any such conflicting terms are expressly rejected.

10.4 **Relationship.** No agency, partnership, joint venture, or employment is created as a result of this Agreement and Agency does not have any authority of any kind to bind Flock in any respect whatsoever.

10.5 **Governing Law; Venue.** This Agreement shall be governed by the laws of the State in which the Agency is located. The parties hereto agree that venue would be proper in the chosen courts of the State of which the Agency is located. The parties agree that the United Nations Convention for the International Sale of Goods is excluded in its entirety from this Agreement.

10.6 **Publicity.** Upon prior consent from Agency, Flock has the right to reference and use Agency's name and trademarks and disclose the nature of the Services provided hereunder in each case in business and development and marketing efforts, including without limitation on Flock's website.

10.7 **Export.** Agency may not remove or export from the United States or allow the export or re-export of the Flock IP or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority. As defined in FAR section 2.101, the Services, the Hardware, the Embedded Software and Documentation are "commercial items" and according to DFAR section 252.2277014(a)(1) and (5) are deemed to be "commercial computer software" and "commercial computer software documentation." Consistent with DFAR section 227.7202 and FAR section 12.212, any use, modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

10.8 **Headings.** The headings are merely for organization and should not be construed as adding meaning to the Agreement or interpreting the associated Sections.

10.09 **Authority.** Each of the below signers of this Agreement represent that they understand this Agreement and have the authority to sign on behalf of and bind the organizations and individuals they are representing.

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10.10 **Notices.** All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested.

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EXHIBIT A

Statement of Work

Installation of Flock Camera on existing pole or Flock-supplied pole if required

HAYS COUNTY
LICENSE AGREEMENT

HAYS COUNTY, a political subdivision of the State of Texas ("COUNTY"), and Flock Safety ("Licensee"), enter into this License Agreement ("Agreement") on this the 30th day of August, 2022, upon the terms and conditions set forth below.

I. PURPOSE OF LICENSE AGREEMENT

The COUNTY grants to Licensee and its successors permission to use the licensed property for the following purposes only: to install, operate, and maintain Automatic License Plate Reader (ALPR) cameras and associated equipment in the County's Right of Way at the intersection of High Road at Goforth Road (Precinct #1) and at the intersection of Overpass Road and East Goforth Road (Precinct #2).

The above-described property, hereinafter referred to as the "licensed property," is further described in Exhibit "A" attached to this Agreement and incorporated by reference for all purposes.

The COUNTY makes this grant solely to the extent of its right, title and interest in the licensed property, without any express or implied warranties.

Licensee agrees that all construction and maintenance permitted by this Agreement shall be done in compliance with all applicable County, State and/or Federal police, traffic, building, health and safety ordinances, laws and regulations existing at the time said construction and maintenance is performed.

II. ANNUAL FEE

The COUNTY, its governing body, and its respective successors and assigns agree that no annual fee shall be assessed for the license and permission herein granted to Licensee.

III. COUNTY'S RIGHTS TO LICENSED PROPERTY

This Agreement is expressly subject and subordinate to the present and future right of the COUNTY, its successors, assigns, lessees, grantees and licensees, to construct, install, establish, maintain, use, operate and renew any public utilities facilities, franchised public utilities, roadways or streets on, beneath or above the surface of the licensed property described in Article I above.

Nothing in this Agreement shall be construed to limit, in any way, the power of the COUNTY to widen, alter or improve the licensed property subject to this Agreement pursuant to official action by the governing body of the COUNTY or its successors. The COUNTY does, however, agree to give Licensee at least thirty (30) days' written notice of such action and shall cooperate with Licensee to effect the relocation of Licensee's installations and improvements in the event of such widening, altering or improvement of such street areas and, further, to cooperate with Licensee wherever possible, to effect such widening, altering or improving of such street areas so that Licensee's operations and improvements on the licensed property will not be materially affected thereby.

Notwithstanding any provision in this Agreement to the contrary, the COUNTY retains the right to enter upon the licensed property, at any time and without notice, assuming no obligation to Licensee, to remove any of the licensed improvements or alterations thereof whenever such removal is deemed necessary for: (a) exercising the COUNTY'S rights or duties with respect to the licensed property; (b) protecting persons or property; or (c) the public health or safety with respect to the licensed property.

IV. INSURANCE

Licensee shall, at its sole expense, provide a commercial general liability insurance policy, written by a company acceptable to the COUNTY and licensed to do business in Texas, with a combined single limit of not less than Five Hundred Thousand and No/l00 Dollars ($500,000.00), which coverage may be provided in the form of a rider and/or endorsement to a previously existing insurance policy. Such insurance coverage shall specifically name the COUNTY as co—insured. This insurance coverage shall cover all perils arising from the activities of Licensee, its officers, directors, employees, agents or contractors, relative to this Agreement. Licensee shall be responsible for any deductibles stated in the policy. A true copy of each instrument effecting such coverage shall be delivered to the COUNTY on or before the date Licensee begins construction of Licensee's improvements contemplated in this Agreement.

So long as Licensee is using the licensed property, Licensee shall not cause such insurance to be canceled nor permit such insurance to lapse. All insurance certificates shall include a clause to the effect that the policy shall not be canceled, reduced, restricted or

otherwise limited until thirty (30) days after the COUNTY has received written notice as evidenced by a return receipt of registered or certified mail.

V. INDEMNIFICATION

LICENSEE SHALL INDEMNIFY AND HOLD HARMLESS THE COUNTY AND ITS OFFICERS, AGENTS AND EMPLOYEES AGAINST ALL CLAIMS, SUITS, DEMANDS, JUDGMENTS AND EXPENSES, INCLUDING ATTORNEY'S FEES, OR OTHER LIABILITY FOR PERSONAL INJURY, DEATH OR DAMAGE TO ANY PERSON OR PROPERTY WHICH IS PROXIMATELY CAUSED BY LICENSEE'S CONSTRUCTION AND LOCATION OF THE LANDSCAPE IMPROVEMENTS AND THE IRRIGATION SYSTEM, OR LICENSEE'S ACTIONS OR INACTIONS IN MAINTAINING THE LANDSCAPE IMPROVEMENTS AND IRRIGATION SYSTEM LOCATED ON THE LICENSED PROPERTY. THIS INDEMNIFICATION PROVISION, HOWEVER, SHALL NOT APPLY TO ANY CLAIMS, SUITS, DAMAGES, COSTS, LOSSES OR EXPENSES (I) FOR WHICH THE COUNTY SHALL HAVE BEEN, OR IS ENTITLED TO BE COMPENSATED BY INSURANCE PROVIDED UNDER ARTICLE IV ABOVE, OR (II) WHICH ARE PROXIMATELY CAUSED BY THE NEGLIGENT OR WILLFUL ACTS OF THE COUNTY, ITS AGENTS, EMPLOYEES OR CONTRACTORS; PROVIDED, HOWEVER, THAT FOR THE PURPOSES OF THE FOREGOING, THE COUNTY'S ACT OF ENTERING INTO THIS AGREEMENT SHALL NOT BE DEEMED TO BE A "NEGLIGENT OR WILLFUL ACT."

VI. CONDITIONS

A. Licensee's Responsibilities. Licensee will be responsible for any damage to or relocation of existing facilities. Further, Licensee shall reimburse the COUNTY for all costs of replacing or repairing any property of the COUNTY or of others which was damaged or destroyed as a result of activities authorized under this Agreement by, or on behalf of, Licensee.

B. Maintenance. Licensee shall maintain the licensed property by keeping the area free of debris and litter. Removal of dead or dying plants shall also be handled by Licensee at its expense, as required by the COUNTY; such removal shall be completed within thirty (30) days following receipt of a written request by the COUNTY to do so.

C. Removal or Modification. Licensee agrees that removal or modification of any improvements now existing or to be later replaced shall be at Licensee's expense. Said removal or modification shall be at Licensee's sole discretion, except where otherwise provided by this Agreement.

D. Default. In the event that Licensee fails to maintain the licensed property or otherwise comply with the terms or conditions as set forth herein, then the COUNTY shall give Licensee written notice thereof, by registered or certified mail, return receipt requested, to the address set forth below. Licensee shall have thirty (30) days from the date of receipt of such notice to take action to remedy the failure complained of and, if Licensee does not satisfactorily remedy the same within the 30-day period, the COUNTY may perform the work or contract for

the completion of the work. Licensee agrees to pay, within thirty (30) days of written demand by the COUNTY, all costs and expenses incurred by the COUNTY in completing the work.

VII. COMMENCEMENT: TERMINATION BY ABANDONMENT

This Agreement shall begin with the date set forth in the introductory paragraph of this Agreement, and continue thereafter for so long as the licensed property shall be used for the purposes set forth herein. If Licensee abandons the use of all or any part of the licensed property for such purposes set forth in this Agreement, then this Agreement, as to such portion or portions abandoned, shall expire and terminate following thirty (30) days' written notice to the Licensee if such abandonment has not been remedied by Licensee within such period; the COUNTY shall thereafter have the same complete title to the licensed property so abandoned as though this Agreement had never been made and shall have the right to enter on the licensed property and terminate the rights of Licensee, its successors and assigns hereunder. All installations of Licensee not removed shall be deemed property of the COUNTY as of the time abandoned.

VIII. TERMINATION

A. Termination By Licensee. This Agreement may be terminated by Licensee by delivering written notice of termination to the COUNTY not later than thirty (30) days before the effective date of termination. If Licensee so terminates, then it may remove installations that it made from the licensed property within the 30-day notice period. Any installations not removed within said period are agreed to be the property of the COUNTY.

B. Termination By County. This Agreement may be revoked at any time by resolution of the Hays County Commissioners Court if such revocation is reasonably required by the public interest (as hereinafter set forth), after providing thirty (30) days' written notice to the Licensee.

Subject to prior written notification to Licensee or its successors—in—interest, this Agreement is revocable by the COUNTY and deemed to be in the public interest if:

1. the licensed improvements, or a portion of them, interfere with the COUNTY'S right-of-way;
2. use of the licensed property becomes necessary for a public purpose;
3. the licensed improvements, or a portion of them, constitute a danger to the public which the COUNTY deems not to be remediable by alteration or maintenance of such improvements;
4. despite thirty (30) days' written notice to Licensee, maintenance or alteration necessary to alleviate a danger to the public has not been made; or
5. Licensee fails to comply with the terms and conditions of this Agreement including, but not limited to, any insurance requirements specified herein.

If Licensee abandons or fails to maintain the licensed property, and the COUNTY receives no substantive response within thirty (30) days following written notification to Licensee, then the COUNTY may remove and/or replace all licensed improvements.

IX. APPLICATION OF LAW

This Agreement shall be governed by the laws of the State of Texas. If the final judgment of a court of competent jurisdiction invalidates any part of this Agreement, then the remaining parts shall be enforced, to the extent possible, consistent with the intent of the parties as evidenced by this Agreement.

X. VENUE

Venue for all lawsuits concerning this Agreement will be in Hays County, Texas.

XI. COVENANT RUNNING WITH LAND: WAIVER OF DEFAULT

This License Agreement and all of the covenants herein shall run with the land; therefore, the conditions set forth herein shall inure to and bind each party's successors and assigns. Either party may waive any default of the other at any time, without affecting or impairing any right arising from any subsequent or other default.

XII. ASSIGNMENT

Licensee shall not assign, sublet or transfer its interest in this Agreement without the written consent of the COUNTY, which consent shall not be unreasonably withheld. Subject to the assignee's compliance with the insurance and Security Deposit requirements set forth herein,

if any, Licensee shall furnish to the COUNTY a copy of any such assignment or transfer of any of Licensee's rights in this Agreement, including the name, date, address and contact person.

XIII. NOTICES

All notices, demands and requests for delivery of documents or information hereunder shall be in writing and shall be deemed to have been properly delivered and received as of the time of delivery if personally delivered, as of the time deposited in the mail system if sent by United States certified mail, return receipt requested, and postage prepaid, or as of the time of delivery to Federal Express (or comparable express delivery system) if sent by such method with all costs prepaid. All notices, demands and requests hereunder shall be addressed:

TO LICENSEE AT:

Flock Safety
Attn: Daniel Campos
_____
_____
daniel.campos@flocksafety.com

TO COUNTY AT:

Hays County
Attn: County Judge
111 East San Antonio Street, Suite 300
San Marcos, Texas 78666
judge.becerra@co.hays.tx.us

or to such other addresses which either party may so designate by sending notice as aforesaid.

~~TERMS AND CONDITIONS~~ ACCEPTED, this 30th day of August, 2022.

APPROVED AS TO FORM:

HAYS COUNTY

_____
General Counsel

By:_____
Name:_____
Title:_____

THE STATE OF TEXAS §
§
COUNTY OF HAYS §

This instrument was acknowledged before me on this the _____ day of _____, 20___, by _____, as _____, _____ of **HAYS COUNTY**, a political subdivision of the state of Texas on behalf of said political subdivision.

_____
NOTARY PUBLIC, State of Texas

LICENSEE:

Flock Safety

Daniel Campos

By:_____

THE STATE OF TEXAS §
§
COUNTY OF HAYS §

This instrument was acknowledged before me on this the_____day of_____, 20___, by_____,_____, on behalf of said corporation.

_____
NOTARY PUBLIC, State of Texas

STATE OF TEXAS
COUNTY OF HAYS
SUBMITTED BY
HAYS COUNTY SHERIFF'S OFFICE
AUTOMATIC LICENSE PLATE READING (ALPR) CAMERAS PERMIT

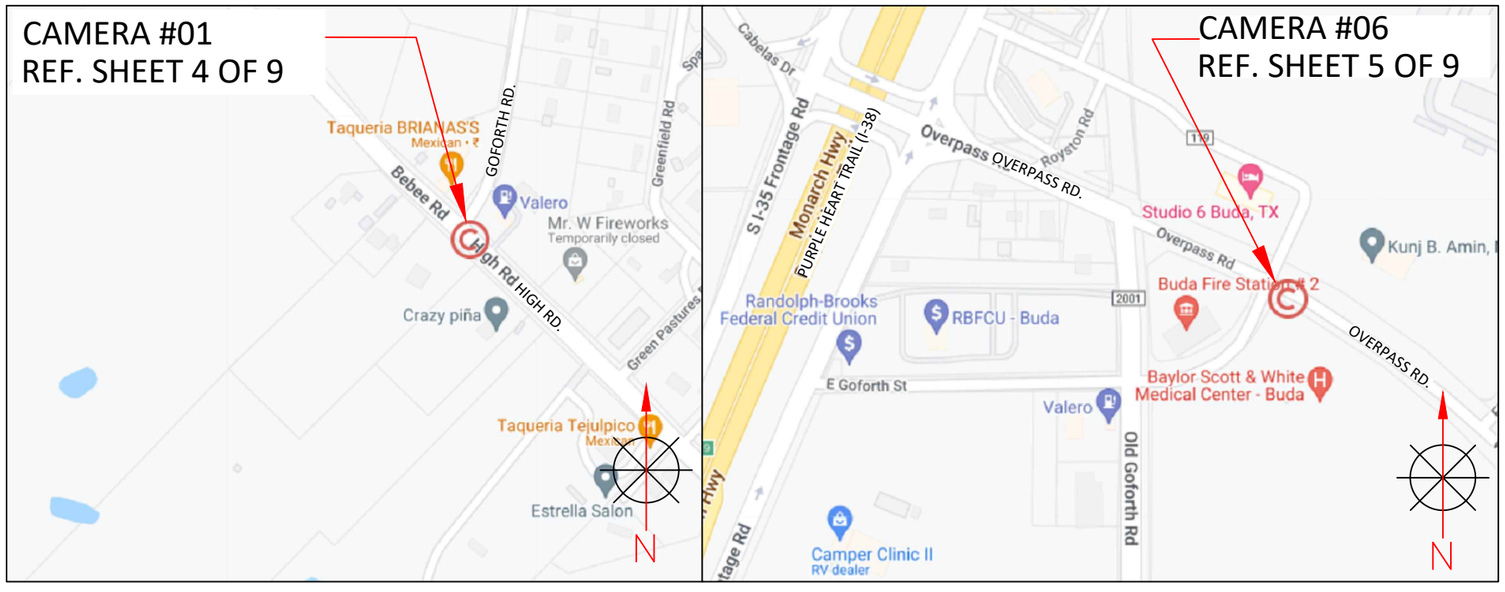
flock safety

INDEX OF DRAWINGS

- SHEET 1: COVER SHEET, CAMERA LOCATION MAP
- SHEET 2: GENERAL NOTES AND CAMERA LOCATION INFORMATION
- SHEET 3: TRAFFIC DESIGN TABLE
- SHEET 4-5: SITE PLAN
- SHEET 6-7: TRAFFIC CONTROL PLAN
- SHEET 8-9: POLE DETAILS

811 Know what's below. Call before you dig.

LOCATION / VICINITY MAP



flock safety	REV	DESCRIPTION	DATE	BY

TITLE: COVER SHEET AND CAMERA LOCATION MAP

SCOPE OF WORK: COUNTY OF HAYS, TX
ALPR CAMERA INSTALLATION

PLANS PREPARED BY:
CHC
A CONGRUEX® COMPANY
9095 Rio San Diego Dr. Ste 165
San Diego, CA 92108–1694
(949)250–0004 /FAX (949)250–0006

PROJ#:	174502
DRAWN BY:	AMANDEEP SINGH
CHECKED BY:	NARESH CHAND
APPROVED BY:	DANNY CAMPOS
DATE: 05/18/2022	SHEET: 1 OF 9

GENERAL NOTES AND CAMERA LOCATION INFORMATION

1. TRAFFIC CONTROL PLAN SHALL CONFORM TO THE MOST CURRENT MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS (FHWA) AND STATE STANDARD PLANS.

2. NO LANE CLOSURES PERMITTED BEFORE 9:00AM AND AFTER 3:00PM.

3. ALL AFFECTED RESIDENTS, BUSINESSES, AGENCIES, AND SCHOOLS SHALL BE GIVEN A 72 HOURS NOTICE PRIOR TO THE START OF WORK AND THEIR ACCESS SHALL BE MAINTAINED AT ALL TIMES.

4. TEMPORARY NO PARKING SIGNS SHALL BE POSTED 48 HOURS PRIOR TO START OF WORK.

5. ALL CONFLICTING SIGNS, STRIPING OR PAVEMENT MARKINGS SHALL BE COVERED OR REMOVED AND REPLACED WHEN WORK IS COMPLETED.

6. TRAFFIC DIRECTION THROUGH A SIGNALIZED INTERSECTION SHALL BE CONDUCTED BY THE COUNTY OF HAYS UNIFORMED POLICE OFFICER OR A COMMUNITY SERVICE OFFICER ONLY. SHOULD WORK REQUIRE A SIGNAL TO BE OVERRIDDEN, ARRANGEMENT SHALL BE MADE WITH THE CITY POLICE DEPT AND TRANSPORTATION ENGINEERING DEPT AT LEAST 14 DAYS PRIOR TO START OF WORK.

CAMERA LOCATION INFORMATION

CAMERA NO.			LOCATIONS	
	STREET	DIRECTION	LATITUDE,LONGITUDE	POLE
01	HIGH RD.	EASTBOUND	29.999178646795436,-97.820178427719313	NEW FLOCK POLE
06	OVERPASS RD.	EASTBOUND	30.077847073305623,-97.820374034191843	NEW FLOCK POLE

flock safety

REV	DESCRIPTION	DATE	BY

TITLE: GENERAL NOTES AND CAMERA LOCATION INFORMATION

SCOPE OF WORK: COUNTY OF HAYS, TX
ALPR CAMERA INSTALLATION

PLANS PREPARED BY:
CHC
A CONGRUEX® COMPANY
9095 Rio San Diego Dr. Ste 165
San Diego, CA 92108-1694
(949)250-0004 /FAX (949)250-0006

PROJ#: 174502
DRAWN BY: AMANDEEP SINGH
CHECKED BY: NARESH CHAND
APPROVED BY: DANNY CAMPOS
DATE: 05/18/2022 SHEET: 2 OF 9

TRAFFIC DESIGN TABLE

Table 6C-2. Longitudinal Buffer Space

Speed* (mph)	Length (Feet)
20	40
25	60
30	90
35	120
40	155
45	195
50	240
55	295
60	350
65	410
70	475
75	540
80	615

* Posted speed Based upon American Association of state Highway and Transportation Officials (AASHTO) braking distance portion of stopping sight distance for wet and level pavements (A Policy on Geometric Design of Highways and Streets, AASHTO, 2004, P. 112). This AASHTO document also recommends adjustments for the effect of grade on stopping and variation for trucks.

Table 6C-1. Suggested Advance Warning Sign Spacing

Road Classification	Posted Speed (MPH)	Sign Spacing "X" (Feet)
Conventional Highway	25	100
	30	120
	35	160
	40	240
	45	320
	50	400
	55*	500
	60*	600
	65*	700
	70*	800
	75*	900
	80*	1000
Expressway or Freeway	All Speeds	See Typical Applications (Chapter 6H) **

* Distance between signs should be increased to have 1500 feet advance warning (See Section 6C.04.07)
** Distance between signs should be increased to have 1/2 mile or more advance warning. (See Section 6C.04.05)

Table 6C-3. Taper Length Criteria for Temporary Traffic Control Zones

Type of Taper	Taper Length
Merging Taper	at least L
Shifting Taper	at least 0.5 L
Shoulder Taper	at least 0.33 L
One-Lane, Two-Way Traffic Taper	50 feet minimum, 100 feet maximum
Downstream Taper	50 feet minimum, 100 feet maximum

Note: Use Table 6C-4 to calculate L

Table 6C-4. Merging Taper Lengths and Spacing of Channelizing Devices

		* Minimum Desirable Taper Lengths			Suggested maximum Spacing of Channelizing Devices	
Posted Speed	Formula	10' Offset	11' Offset	12' Offset	On a taper	On a tangent
30	$L = \frac{WS^2}{60}$	150'	165'	180'	30'	60'
35		205'	225'	245'	35'	70'
40		265'	295'	320'	40'	80'
45	L = WS	450'	495'	540'	45'	90'
50		500'	550'	600'	50'	100'
55		550'	605'	660'	55'	110'
60		600'	660'	720'	60'	120'
65		650'	715'	780'	65'	130'
70		700'	770'	840'	70'	140'
75		750'	825'	900'	75'	150'
80		800'	880'	960'	80'	160'

* Taper lenghts have been rounded off.
L = Length of Taper (Feet) W = Width of Offset (Feet) S = Posted Speed (MPH)

flock safety

REV	DESCRIPTION	DATE	BY

TITLE: TRAFFIC DESIGN TABLE

SCOPE OF WORK: COUNTY OF HAYS, TX
ALPR CAMERA INSTALLATION

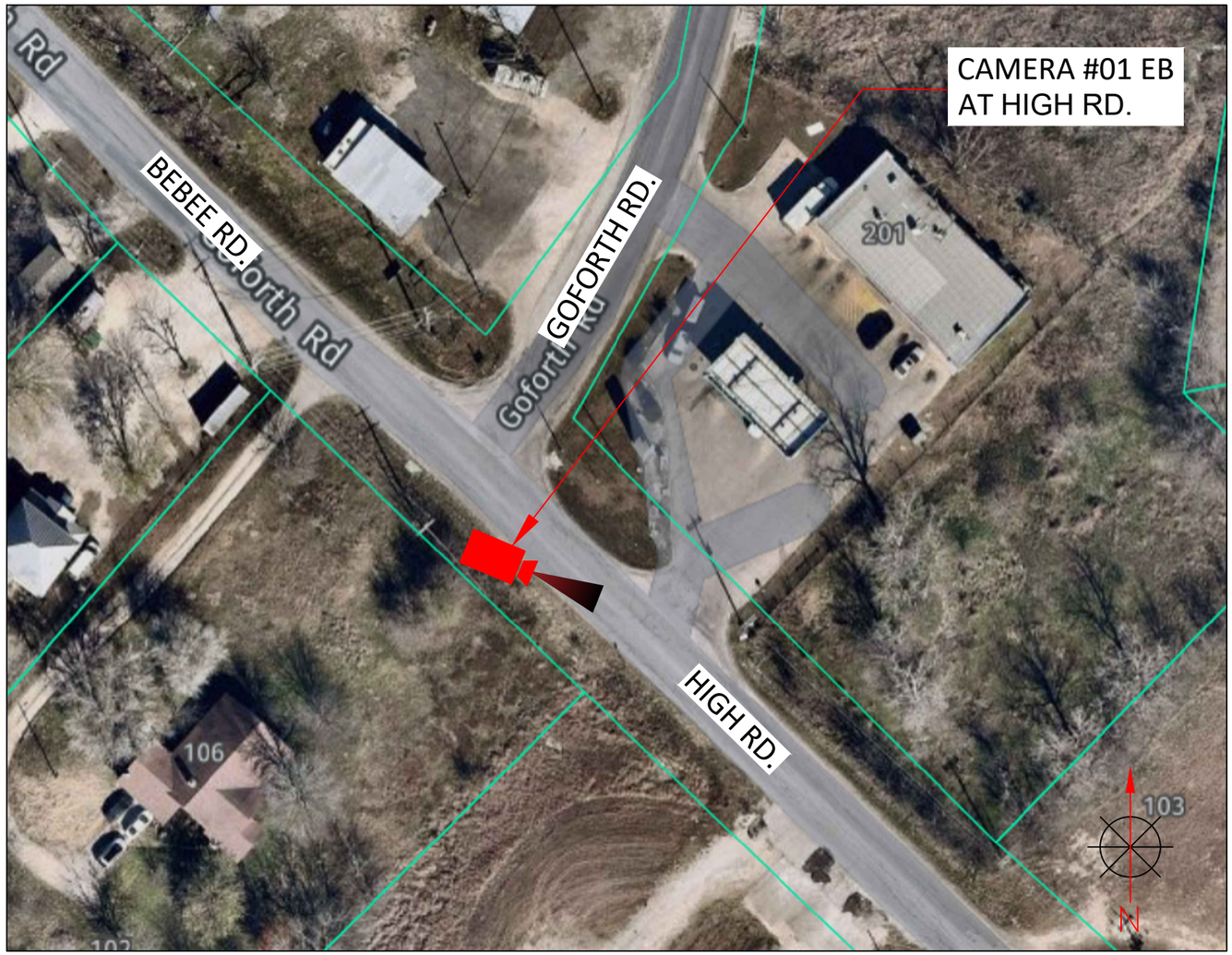
PLANS PREPARED BY:
CHC
A CONGRUEX® COMPANY
9095 Rio San Diego Dr. Ste 165
San Diego, CA 92108–1694
(949)250–0004 /FAX (949)250–0006

PROJ#: 174502
DRAWN BY: AMANDEEP SINGH
CHECKED BY: NARESH CHAND
APPROVED BY: DANNY CAMPOS
DATE: 05/18/2022 SHEET: 3 OF 9

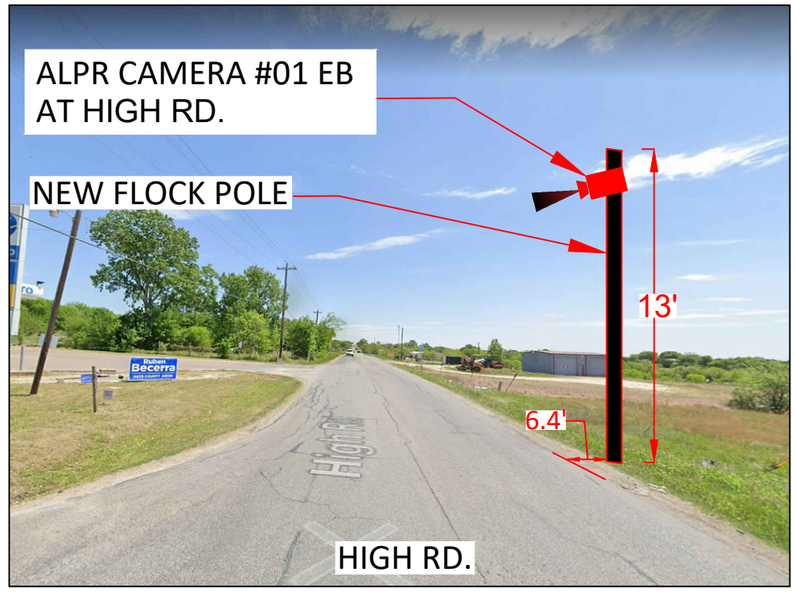
SITE PLAN

SITE ADDRESS: 201 HIGH RD.

AERIAL VIEW



STREET VIEW



flock safety

REV	DESCRIPTION	DATE	BY

TITLE: SITE PLAN

SCOPE OF WORK: COUNTY OF HAYS, TX
ALPR CAMERA INSTALLATION

PLANS PREPARED BY:
CHC
A CONGRUEX® COMPANY
9095 Rio San Diego Dr. Ste 165
San Diego, CA 92108-1694
(949)250-0004 /FAX (949)250-0006

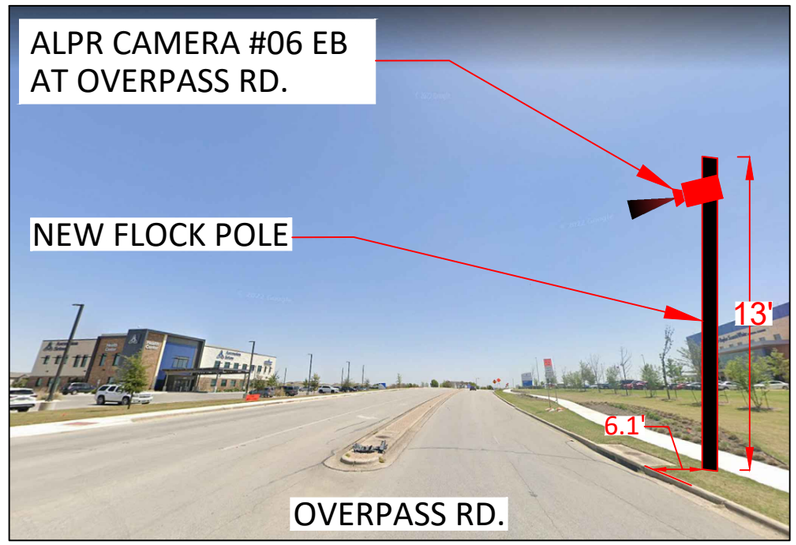
PROJ#: 174502
DRAWN BY: AMANDEEP SINGH
CHECKED BY: NARESH CHAND
APPROVED BY: DANNY CAMPOS
DATE: 05/18/2022 SHEET: 4 OF 9

SITE PLAN

SITE ADDRESS: 5330 OVERPASS RD.

AERIAL VIEW

STREET VIEW



flock safety

REV	DESCRIPTION	DATE	BY

TITLE: SITE PLAN

SCOPE OF WORK: COUNTY OF HAYS, TX
ALPR CAMERA INSTALLATION

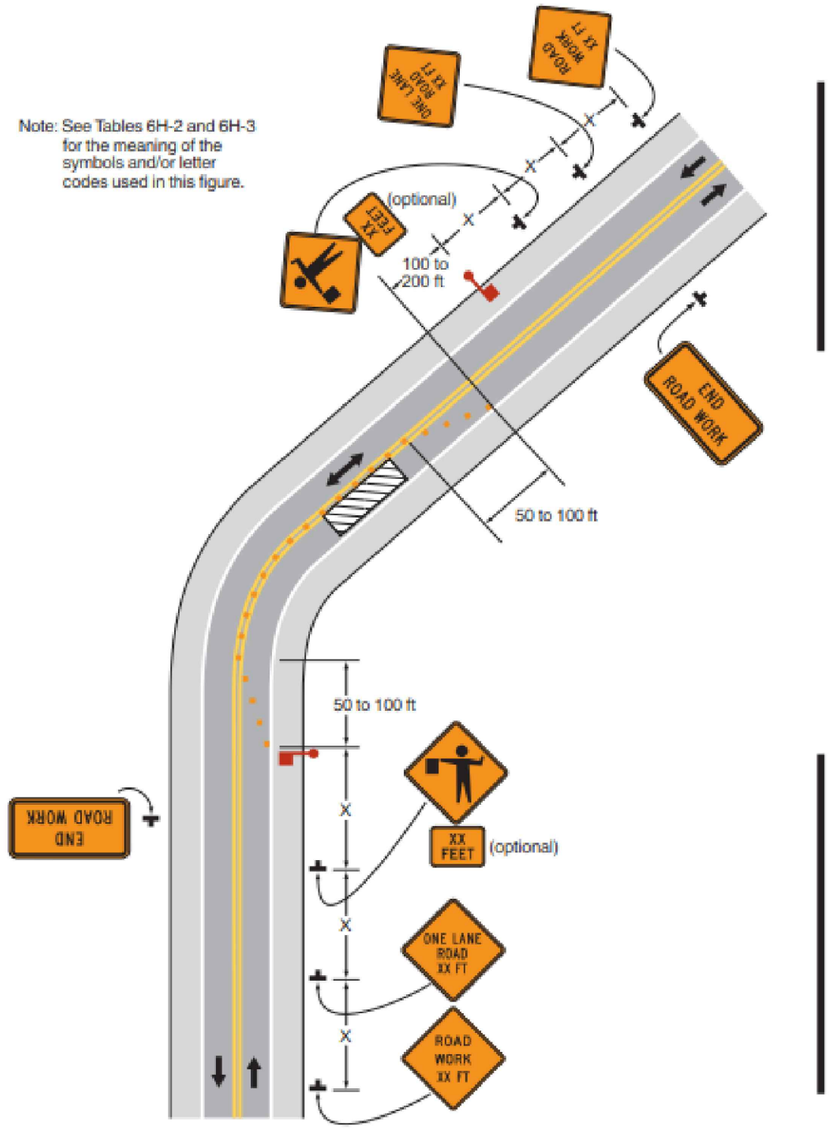
PLANS PREPARED BY:
CHC
A CONGRUEX® COMPANY
9095 Rio San Diego Dr. Ste 165
San Diego, CA 92108–1694
(949)250–0004 /FAX (949)250–0006

PROJ#: 174502
DRAWN BY: AMANDEEP SINGH
CHECKED BY: NARESH CHAND
APPROVED BY: DANNY CAMPOS
DATE: 05/18/2022 SHEET: 5 OF 9

TYPICAL APPLICATION APPLIES TO:

CAMERA #01 ON HIGH RD. (EASTBOUND)
BETWEEN GOFORTH RD. AND GREEN PASTURES RD.

Figure 6H-10. Lane Closure on a Two-Lane Road Using Flaggers (TA-10)



Typical Application 10

flock safety

REV	DESCRIPTION	DATE	BY

TITLE: TRAFFIC CONTROL PLAN

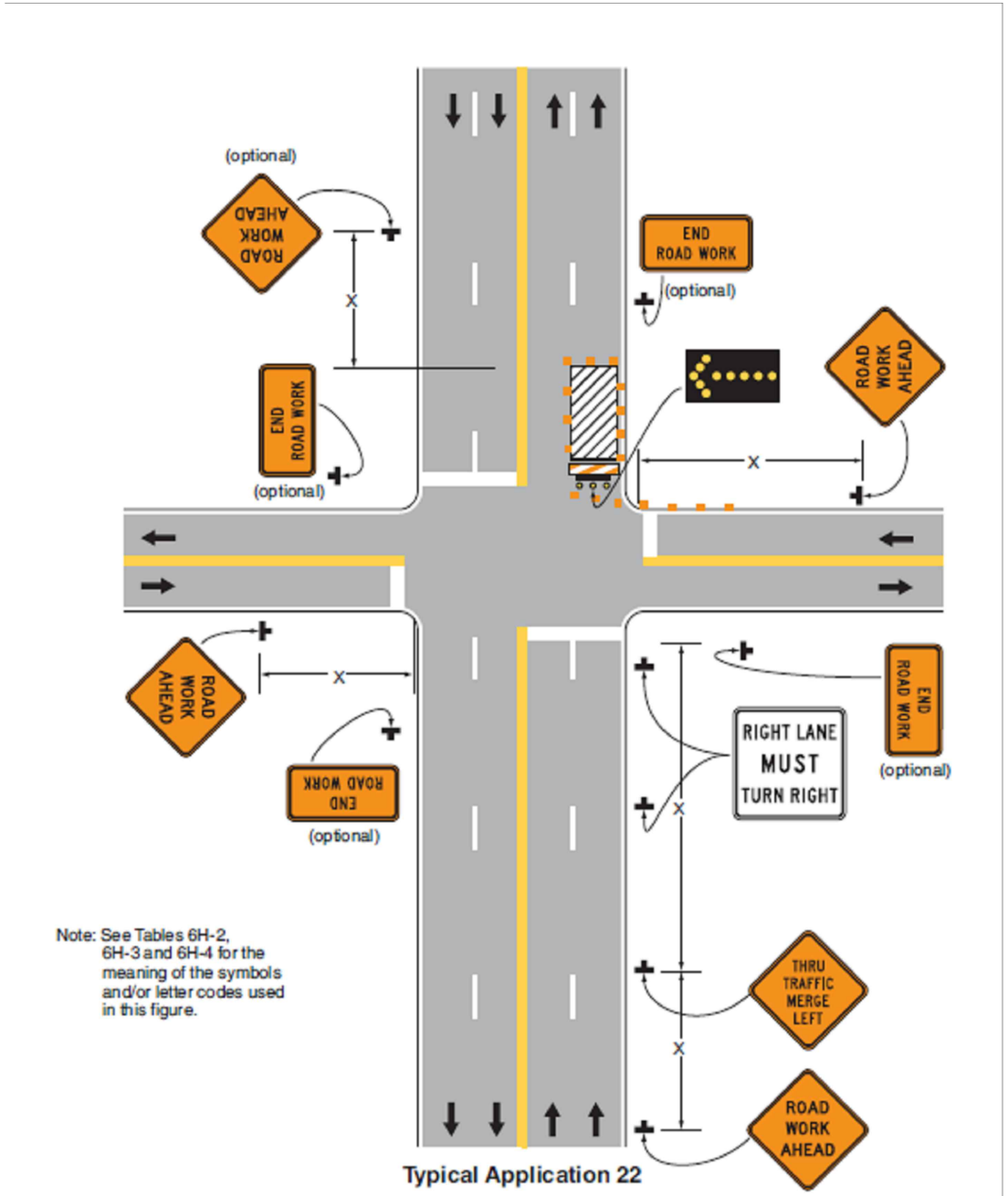
SCOPE OF WORK: COUNTY OF HAYS, TX
ALPR CAMERA INSTALLATION

PLANS PREPARED BY:
CHC
A CONGRUEX® COMPANY
9095 Rio San Diego Dr. Ste 165
San Diego, CA 92108–1694
(949)250–0004 FAX (949)250–0006

PROJ#: 174502
DRAWN BY: AMANDEEP SINGH
CHECKED BY: NARESH CHAND
APPROVED BY: DANNY CAMPOS
DATE: 05/18/2022 SHEET: 6 OF 9

TYPICAL APPLICATION APPLIES TO:

CAMERA #06 ON OVERPASS RD (EASTBOUND)
BETWEEN E GOFORTH RD. AND FIRE CRACKER DR.



Note: See Tables 6H-2, 6H-3 and 6H-4 for the meaning of the symbols and/or letter codes used in this figure.

Typical Application 22

flock safety

REV	DESCRIPTION	DATE	BY

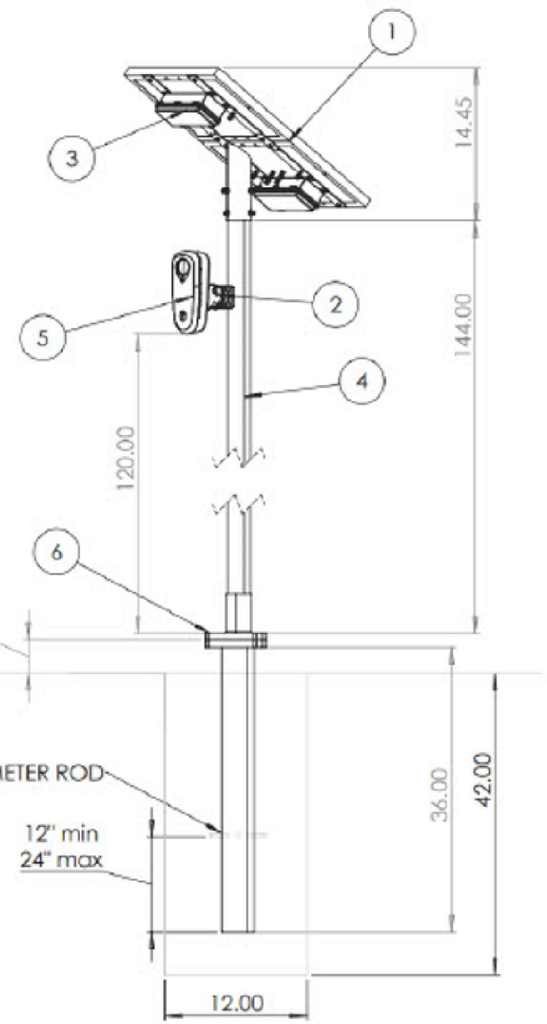
TITLE: TRAFFIC CONTROL PLAN

SCOPE OF WORK: COUNTY OF HAYS, TX
ALPR CAMERA INSTALLATION

PLANS PREPARED BY:
CHC
A CONGRUEX® COMPANY
9095 Rio San Diego Dr. Ste 165
San Diego, CA 92108–1694
(949)250–0004 FAX (949)250–0006

PROJ#: 174502
DRAWN BY: AMANDEEP SINGH
CHECKED BY: NARESH CHAND
APPROVED BY: DANNY CAMPOS
DATE: 05/18/2022 SHEET: 7 OF 9

Notes:
1. POLE IS 10 BWG TUBING (2.875" OD, 0.134" NOMINAL WALL THICINESS). SEE GENERAL NOTES ON TxDOT SLIP BASE DETAILS
2. THE PANEL ASSEMBLY MAY NOT EXCEED TWO BATTERY PACKS. THE NUMBER OF BATTERIES IS BASED ON POWER REQUIREMENTS.
3. MAX TOTAL WEIGHT OF ASSEMBLY IS 84 LBS



REVISIONS			
REV.	DESCRIPTION	DATE	APPROVED
1	Initial Release	12/08/2021	GM
2	Dimension update	01/21/2022	GM

ITEM NO.	PART NUMBER	DESCRIPTION	WEIGHT (LB)	QTY.
1	701-00116	DOUBLE SOLAR PANEL WITH TOP MOUNT	17.0	1
2	702-00012	FLOCK SAFETY CAMERA MOUNT	2	1
3	701-00011	EXTERNAL BATTERY PACK	4.4	0-2
4	205-00102	12' - 10 BWG TUBING	41.21	1
5	701-0059	FLOCK SAFETY CAMERA	3.6	1
6	205-00101	TxDOT SLIP BASE SYSTEM	11	1

UNLESS OTHERWISE SPECIFIED: DIMENSIONS ARE IN MILLIMETERS; SURFACE FINISH; TOLERANCES: LINEAR, ANGULAR. FINISH. DEBURR AND BREAK SHARP EDGES. DO NOT SCALE DRAWING. REVISION.

	NAME	SIGNATURE	DATE
DRAWN			
CHK'D			
APPV'D			
MFG			
Q.A			

MATERIAL:

WEIGHT:

TITLE: Flock Safety System with TxDOT Slip Base System

DWG NO. 905-00021 A3

SCALE: 1:8 SHEET 1 OF 1

flock safety

REV	DESCRIPTION	DATE	BY

TITLE: POLE DETAILS

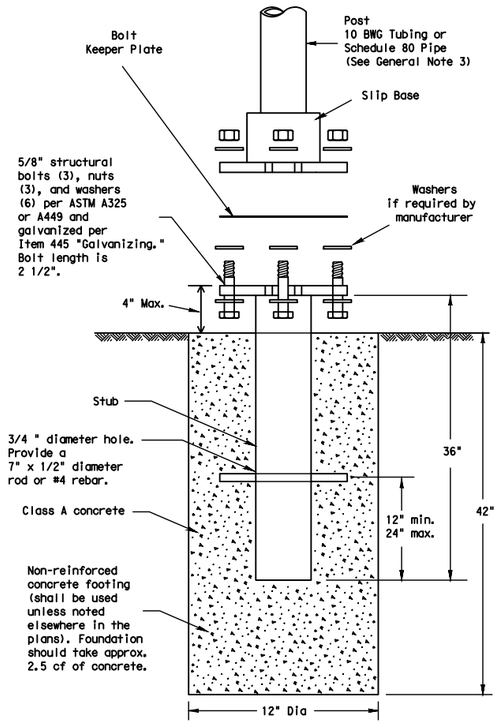
SCOPE OF WORK: COUNTY OF HAYS, TX
ALPR CAMERA INSTALLATION

PLANS PREPARED BY:
CHC
A CONGRUEX COMPANY
9095 Rio San Diego Dr. Ste 165
San Diego, CA 92108-1694
(949)250-0004 FAX (949)250-0006

PROJ#: 174502
DRAWN BY: AMANDEEP SINGH
CHECKED BY: NARESH CHAND
APPROVED BY: DANNY CAMPOS
DATE: 05/18/2022 SHEET: 8 OF 9

DISCLAIMER:
The use of this standard is governed by the "Texas Engineering Practice Act". No warranty of any kind is made by TxDOT for any purpose whatsoever. TxDOT assumes no responsibility for the conversion of this standard to other formats or for incorrect results or damages resulting from its use.

TRIANGULAR SLIPBASE INSTALLATION GENERAL REQUIREMENTS



SM RD SGN ASSM TY XXXXX(X)SA(X-XXXX)

NOTE

There are various devices approved for the Triangular Slipbase System. Please reference the Material Producer List for approved slip base systems. http://www.txdot.gov/business/producer_list.htm The devices shall be installed per manufacturers' recommendations. Installation procedures shall be provided to the Engineer by Contractor.

GENERAL NOTES:

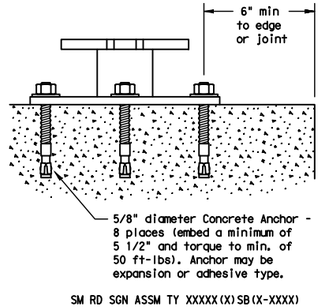
1. Slip base shall be permanently marked to indicate manufacturer. Method, design, and location of marking are subject to approval of the TxDOT Traffic Standards Engineer.
2. Material used as post with this system shall conform to the following specifications:
   10 BWG Tubing (2.875" outside diameter)
   0.134" nominal wall thickness
   Seamless or electric-resistance welded steel tubing or pipe
   Steel shall be HSLAS Gr 55 per ASTM A1011 or ASTM A1008
   Other steels may be used if they meet the following:
   55,000 PSI minimum yield strength
   70,000 PSI minimum tensile strength
   20% minimum elongation in 2"
   Wall thickness (uncoated) shall be within the range of 0.122" to 0.138"
   Outside diameter (uncoated) shall be within the range of 2.867" to 2.883"
   Galvanization per ASTM A123 or ASTM A653 G210. For precoated steel tubing (ASTM A653), recoat tube outside diameter weld seam by metallizing with zinc wire per ASTM B833.
   Schedule 80 Pipe (2.875" outside diameter)
   0.276" nominal wall thickness
   Steel tubing per ASTM A500 Gr C
   Other seamless or electric-resistance welded steel tubing or pipe with equivalent outside diameter and wall thickness may be used if they meet the following:
   46,000 PSI minimum yield strength
   62,000 PSI minimum tensile strength
   21% minimum elongation in 2"
   Wall thickness (uncoated) shall be within the range of 0.248" to 0.304"
   Outside diameter (uncoated) shall be within the range of 2.855" to 2.895"
   Galvanization per ASTM A123
3. See the Traffic Operations Division website for detailed drawings of sign clamps and Texas Universal Triangular Slipbase System components. The website address is:
   http://www.txdot.gov/publications/traffic.htm
4. Sign supports shall not be spliced except where shown. Sign support posts shall not be spliced.

ASSEMBLY PROCEDURE

Foundation
1. Prepare 12-inch diameter by 42-inch deep hole. If solid rock is encountered, the depth of the foundation may be reduced such that it is embedded a minimum of 18 inches into the solid rock.
2. The Engineer may permit batches of concrete less than 2 cubic yards to be mixed with a portable, motor-driven concrete mixer. For small placements less than 0.5 cubic yards, hand mixing in a suitable container may be allowed by Engineer. Concrete shall be Class A.
3. Push the pipe end of the slip base stub into the center of the concrete. Rotate the stub back and forth while pushing it down into the concrete to assure good contact between the concrete and stub. Continue to work the stub into the concrete until it is between 2 to 4 inches above the ground.
4. Plumb the stub. Allow a minimum of 4 days to set, unless otherwise directed by the Engineer.
5. The triangular slipbase system is multidirectional and is designed to release when struck from any direction.

Support
1. Cut support so that the bottom of the sign will be 7 to 7.5 feet above the edge of the travelway (i.e., edge of the closest lane) when slip plate is below the edge of pavement or 7 to 7.5 feet above slip plate when the slip plate is above the edge of the travelway. The cut shall be plumb and straight.
2. Attach sign to support using connections shown. When multiple signs are installed on the same support, ensure the minimum clearance between each sign is maintained. See SMD(SLIP-2) for clearances based on sign types.

CONCRETE ANCHOR



SM RD SGN ASSM TY XXXXX(X)SB(X-XXXX)

Concrete anchor consists of 5/8" diameter stud bolt with UNC series bolt threads on the upper end. Heavy hex nut per ASTM A563, and hardened washer per ASTM F436. The stud bolt shall have a minimum yield and ultimate tensile strength of 50 and 75 KSI, respectively. Nuts, bolts and washers shall be galvanized per Item 445, "Galvanizing." Adhesive type anchors shall have stud bolts installed with Type III epoxy per DMS-6100, "Epoxies and Adhesives." Adhesive anchors may be loaded after adequate epoxy cure time per the manufacturer's recommendations. Top of bolt shall extend at least flush with top of the nut when installed. The anchor, when installed in 4000 psi normal-weight concrete with a 5 1/2" minimum embedment, shall have a minimum allowable tension and shear of 3900 and 3100 psi, respectively.

Texas Department of Transportation
Traffic Operations Division

SIGN MOUNTING DETAILS
SMALL ROADSIDE SIGNS
TRIANGULAR SLIPBASE SYSTEM

SMD(SLIP-1)-08

©TxDOT July 2002	DN: TXDOT	CK: TXDOT	DW: TXDOT	CK: TXDOT
REVISIONS	CONT	SECT	JOB	HIGHWAY
9-08				
	DIST	COUNTY		SHEET NO.

26B

DATE:
FILE:

flock safety

REV	DESCRIPTION	DATE	BY

TITLE: POLE DETAILS

SCOPE OF WORK: COUNTY OF HAYS, TX
ALPR CAMERA INSTALLATION

PLANS PREPARED BY:
CHC
A CONGRUEX® COMPANY
9095 Rio San Diego Dr. Ste 165
San Diego, CA 92108-1694
(949)250-0004 /FAX (949)250-0006

PROJ#:	174502
DRAWN BY:	AMANDEEP SINGH
CHECKED BY:	NARESH CHAND
APPROVED BY:	DANNY CAMPOS
DATE: 05/18/2022	SHEET: 9 OF 9

DocuSign Envelope ID: F2474E2D-D705-4025-929B-C457961C66F1

February 2, 2022

Flock Group, Inc., dba Flock Safety
Attn: Garrett Langley, CEO
1170 Howell Mill Road NW, Suite 210
Atlanta, Georgia 30318

Re: Unified search capabilities

Dear Garrett,

This letter is to confirm that, as of the date of this letter, Flock Group, Inc. ("Flock") and Axon Enterprise, Inc. ("Axon") maintain a strategic relationship that allows Flock to operate the only third-party unified search solution that searches automated license plate recognition information stored and managed across Axon's and Flock's systems.

Sincerely,

DocuSigned by:
Henrik Kühl
819F4A56441C491...

Henrik Kühl
VP, Strategy and Corporate Development

flock safety

Sole Source Letter for Flock Safety ALPR Cameras and Solution

Flock Safety is the sole manufacturer and developer of the Flock Safety ALPR Camera. Flock Safety is also the sole provider of the comprehensive monitoring, processing, and machine vision services which integrate with the Flock Safety ALPR Camera.

The Flock Safety ALPR camera and devices are the only Law Enforcement Grade ALPR System to offer the following combination of proprietary features:

1. Patented Vehicle Fingerprint Technology:
    - Patented proprietary machine vision to analyze vehicle license plate, state recognition, vehicle color, vehicle type, vehicle make and objects (roof rack, bumper stickers, etc.) based on image analytics (not car registration data)
    - Machine vision to capture and identify characteristics of vehicles with a paper license plate and vehicles with the absence of a license plate
    - Ability to 'Save Search' based on description of vehicles using our patented Vehicle Fingerprint Technology without the need for a license plate, and set up alerts based on vehicle description
    - Only LPR provider with "Visual Search" which can transform digital images from any source into an investigative lead by finding matching vehicles based on the vehicle attributes in the uploaded photo

2. Integrated Cloud-Software & Hardware Platform:
    - Ability to capture two (2+) lanes of traffic simultaneously with a single camera from a vertical mass
    - Best in class ability to capture and process up to 30,000 vehicles per day with a single camera powered exclusively by solar power
    - Wireless deployment of solar powered license plate reading cameras with integrated cellular communication weighing less than 5lbs and able to be powered solely by a solar panel of 60W or less
    - Web based footage retrieval tool with filtering capabilities such as vehicle color, vehicle type, vehicle manufacturer, partial or full license plate, state of license plate, and object detection
    - Utilizes motion capture to start and stop recording without the need for a reflective plate
    - Motion detection allows for unique cases such as bicycle capture, ATV, motorcycle, etc.
    - On device machine processing to limit LTE bandwidth consumption
    - Cloud storage of footage

- Covert industrial design for minimizing visual pollution

3. Transparency & Ethical Product Design:
   - One-of-a-kind “Transparency Portal” public-facing dashboard that details the policies in place by the purchaser, as well as automatically updated metrics from the Flock system
   - Built-in integration with NCMEC to receive AMBER Alerts to find missing children
   - Privacy controls to enable certain vehicles to “opt-out” of being captured

4. Integrated Audio & Gunshot Detection:
   - Natively integrated audio detection capabilities utilizing machine learning to recognize audio signatures typical of crimes in progress (e.g., gunshots)

5. Partnerships:
   - Flock Safety is the only LPR provider to officially partner with AXON to be natively and directly integrated into Evidence.com
   - Flock Safety is the only LPR provider to be fully integrated into a dynamic network of Axon’s Fleet 3 mobile ALPR cameras for patrol cars and Flock Safety’s Falcon cameras
   - Access to additional cameras purchased by our HOA and private business partners, means an ever-increasing amount of cameras and data at no additional cost

6. Warranty & Service:
   - Lifetime maintenance and support included in subscription price
   - Flock Safety is the only fully integrated ALPR one-stop solution from production of the camera to delivery and installation
   - Performance monitoring software to predict potential failures, obstructions, tilts, and other critical or minor issues

Thank you,

Garrett Langley CEO, Flock Safety

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FLOCK GROUP INC.
SERVICES AGREEMENT
ORDER FORM

This Order Form together with the Terms (as defined herein) describe the relationship between Flock Group Inc. ("**Flock**") and the customer identified below ("**Customer**") (each of Flock and Customer, a "**Party**"). This order form ("**Order Form**") hereby incorporates and includes the "GOVERNMENT AGENCY CUSTOMER AGREEMENT" attached (the "**Terms**") which describe and set forth the general legal terms governing the relationship (collectively, the "**Agreement**"). The Terms contain, among other things, warranty disclaimers, liability limitations and use limitations.

The Agreement will become effective when this Order Form is executed by both Parties (the "**Effective Date**").

Customer: TX - Hays County SO	Contact Name: Mark Cumberland
Address: 1307 Uhland Road San Marcos, Texas 78666	Phone: 512.393.7800 E-Mail: cumberland@co.hays.tx.us
Expected Payment Method:	Billing Contact: (if different than above)

Initial Term: 24.00 Renewal Term: 24 Months	Pilot period: First 30 days of Initial Term; option to cancel contract at no cost. Initial Term invoice due after Pilot period. Billing Term: Annual payment due Net 30 per terms and conditions

Name	Price	QTY	Subtotal
Professional Services - Falcon, Standard Implementation	$350.00	7.00	$2,450.00
Falcon Camera	$2,500.00	7.00	$17,500.00

(Includes one-time fees)

Year 1 Total: $19,950.00
Recurring Total: $17,500.00

This proposal expires in 30 days.

By executing this Order Form, Customer represents and warrants that it has read and agrees all of the terms and conditions contained in the Terms attached. The Parties have executed this Agreement as of the dates set forth below.

Flock Group Inc	**Customer:**
By: Name: Title: Date:	By: Name: Title: Date:

flock safety

GOVERNMENT AGENCY AGREEMENT

This Government Agency Agreement (this "**Agreement**") is entered into by and between Flock Group, Inc. with a place of business at 1170 Howell Mill Rd NW Suite 210, Atlanta, GA 30318 ("**Flock**") and the police department or government agency identified in the signature block of the order form ("**Agency**") (each a "**Party**," and together, the "**Parties**").

RECITALS

WHEREAS, Flock offers a software and hardware solution for automatic license plate detection through Flock's technology platform (the "**Flock Service**"), and upon detection, the Flock Services are capable of capturing audio, image, and recordings data of suspected vehicles (**"Footage"**) and can provide notifications to Agency upon the instructions of Non-Agency End User (**"Notifications"**);

WHEREAS, Agency desires access to the Flock Service on existing cameras, provided by Agency, or Flock provided Hardware (as defined below) in order to create, view, search and archive Footage and receive Notifications, including those from non-Agency users of the Flock Service (where there is an investigative or bona fide lawful purpose) such as schools, neighborhood homeowners associations, businesses, and individual users;

WHEREAS, Flock deletes all Footage on a rolling thirty (30) day basis, Agency is responsible for extracting, downloading and archiving Footage from the Flock System on its own storage devices for auditing for prosecutorial/administrative purposes; and

WHEREAS, Flock desires to provide Agency the Flock Service and any access thereto, subject to the terms and conditions of this Agreement, solely for the awareness, prevention, and prosecution of crime, bona fide investigations by police departments, and archiving for evidence gathering ("Purpose").

AGREEMENT

NOW, THEREFORE, Flock and Agency agree as follows and further agree to incorporate the Recitals into this Agreement.

1. DEFINITIONS

Certain capitalized terms, not otherwise defined herein, have the meanings set forth or cross-referenced in this Section 1.

1.1 "***Agency Data***" will mean the data, media and content provided by Agency through the Services. For the avoidance of doubt, the Agency Data will include the Footage.

1.2. "***Agency Hardware*** " shall mean the third-party camera owned or provided by Agency and any other physical elements that interact with the Embedded Software and the Web Interface to provide the Services. The term "***Agency Hardware*** " excludes the Embedded Software

1.3 "***Authorized End User(s)***" shall mean any individual employees, agents, or contractors of Agency accessing or using the Services through the Web Interface, under the rights granted to Agency pursuant to this Agreement.

1.4 "***Documentation***" will mean text and/or graphical documentation, whether in electronic or printed format, that describe the features, functions and operation of the Services which are provided by Flock to Agency in accordance with the terms of this Agreement.

1.5 "***Embedded Software***" will mean the software and/or firmware embedded or preinstalled on the Agency Hardware.

1.6 "***Flock IP***" will mean the Services, the Documentation, the Embedded Software, the Installation Services, and any and all intellectual property therein or otherwise provided to Agency and/or its Authorized End Users in connection with the foregoing.

1.7 "***Footage***" means still images captured by the Agency Hardware in the course of and provided via the Services.

1.8 "***Hardware***" or "***Flock Hardware***" shall mean the Flock cameras or device, pole, clamps, solar panel, installation components, and any other physical elements that interact with the Embedded Software and the Web Interface to provide the Flock Services. The term "***Hardware***" excludes the Embedded Software.

1.9 ***"Implementation Fee(s)"*** means the monetary fees associated with the Installation Services, as defined in Section 1.10 below.

1.10 "***Installation Services***" means the services provided by Flock including any applicable installation of Embedded Software on Agency Hardware.

1.11 "***Non-Agency End User(s)***" shall mean any individual, entity, or derivative therefrom, authorized to use the Services through the Web Interface, under the rights granted to pursuant to the terms (or to those materially similar) of this Agreement.

1.12 "***Services***" or "**Flock Services**" means the provision, via the Web Interface, of Flock's software application for automatic license plate detection, searching image records, and sharing Footage.

1.13 "***Support Services***" shall mean Monitoring Services, as defined in Section 2.9 below.

1.14 "***Unit(s)***" shall mean the Agency Hardware together with the Embedded Software.

1.15 "***Usage Fee***" means the subscription fees to be paid by the Agency for ongoing access to Services.

1.16 "***Web Interface***" means the website(s) or application(s) through which Agency and its Authorized End Users can access the Services in accordance with the terms of this Agreement.

2. SERVICES AND SUPPORT

2.1 **Provision of Access.** Subject to the terms of this Agreement, Flock hereby grants to Agency a non-exclusive, non-transferable right to access the features and functions of the Services via the Web Interface during the Service Term (as defined in Section 6.1 below), solely for the Authorized End Users. The Footage will be available for

Agency 's designated administrator, listed on the order form, and any Authorized End Users to access via the Web Interface for thirty (30) days. Authorized End Users will be required to sign up for an account and select a password and username ("***User ID***"). Flock will also provide Agency with the Documentation to be used in accessing and using the Services. Agency shall be responsible for all acts and omissions of Authorized End Users, and any act or omission by an Authorized End User which, if undertaken by Agency, would constitute a breach of this Agreement, shall be deemed a breach of this Agreement by Agency. Agency shall undertake reasonable efforts to make all Authorized End Users aware of the provisions of this Agreement as applicable to such Authorized End User's use of the Services, and shall cause Authorized End Users to comply with such provisions. Flock may use the services of one or more third parties to deliver any part of the Services, including without limitation using a third party to host the Web Interface which makes the Services available to Agency and Authorized End Users. Warranties provided by said third party service providers are the agency's sole and exclusive remedy and flock's sole and exclusive liability with regard to such third-party services, including without limitation hosting the web interface. Agency agrees to comply with any acceptable use policies and other terms of any third-party service provider that are provided or otherwise made available to Agency from time to time.

2.2 **Embedded Software License.** Subject to all terms of this Agreement, Flock grants Agency a limited, non-exclusive, non-transferable, non-sublicensable (except to the Authorized End Users), revocable right to use the Embedded Software as installed on the Hardware or Agency Hardware; in each case, solely as necessary for Agency to use the Services.

2.3 **Documentation License.** Subject to the terms of this Agreement, Flock hereby grants to Agency a non-exclusive, non-transferable right and license to use the Documentation during the Service Term to Agency 's in connection with its use of the Services as contemplated herein, and under Section 2.4 below.

2.4 **Usage Restrictions.**

a. Flock IP. The purpose for usage of the Unit, Documentation, Services, support, and Flock IP are solely to facilitate gathering evidence that could be used in a lawful criminal investigation by the appropriate government agency and not for tracking activities that the system is not designed to capture ("***Permitted Purpose***"). Agency will not, and will not permit any Authorized End Users to, (i) copy or duplicate any of the Flock IP; (ii) decompile, disassemble, reverse engineer or otherwise attempt to obtain or perceive the source code from which any software component of any of the Flock IP is compiled or interpreted, or apply any other process or procedure to derive the source code of any software included in the Flock IP, or attempt to do any of the foregoing, and Agency acknowledges that nothing in this Agreement will be construed to grant Agency any right to obtain or use such source code; (iii) modify, alter, tamper with or repair any of the Flock IP, or create any derivative product from any of the foregoing, or attempt to do any of the foregoing, except with the prior written consent of Flock; (iv) interfere or attempt to interfere in any manner with the functionality or proper working of any of the Flock IP; (v) remove, obscure, or alter any notice of any intellectual property or proprietary right appearing on or contained within any of the Services or Flock IP; (vi) use the Services, support, Unit, Documentation or the Flock IP for anything other than

the Permitted Purpose; or (vii) assign, sublicense, sell, resell, lease, rent or otherwise transfer or convey, or pledge as security or otherwise encumber, Agency's rights under Sections 2.1, 2.2, or 2.3.

b. Flock Hardware. Agency understands that all Flock Hardware is owned exclusively by Flock, and that title to any Flock Hardware does not pass to Agency upon execution of this Agreement. Agency is not permitted to remove, reposition, re-install, tamper with, alter, adjust or otherwise take possession or control of Flock Hardware. Notwithstanding the notice and cure period set for in Section 6.3, Agency agrees and understands that in the event Agency is found to engage in any of the restricted actions of this Section 2.4(b), all warranties herein shall be null and void, and this Agreement shall be subject to immediate termination (without opportunity to cure) for material breach by Agency.

2.5 **Retained Rights; Ownership.** As between the Parties, subject to the rights granted in this Agreement, Flock and its licensors retain all right, title and interest in and to the Flock IP and its components, and Agency acknowledges that it neither owns nor acquires any additional rights in and to the foregoing not expressly granted by this Agreement. Agency further acknowledges that Flock retains the right to use the foregoing for any purpose in Flock's sole discretion. There are no implied rights.

2.6 **Suspension.** Notwithstanding anything to the contrary in this Agreement, Flock may temporarily suspend Agency's and any Authorized End User's access to any portion or all of the Flock IP or Flock Hardware if (i) Flock reasonably determines that (a) there is a threat or attack on any of the Flock IP; (b) Agency 's or any Authorized End User's use of the Flock IP disrupts or poses a security risk to the Flock IP or any other Agency or vendor of Flock; (c) Agency or any Authorized End User is/are using the Flock IP for fraudulent or illegal activities; (d) Flock's provision of the Services to Agency or any Authorized End User is prohibited by applicable law; (e) any vendor of Flock has suspended or terminated Flock's access to or use of any third party services or products required to enable Agency to access the Flock IP; or (f) Agency has violated any term of this provision, including, but not limited to, utilizing the Services for anything other than the Permitted Purpose (each such suspension, in accordance with this Section 2.6, a "***Service Suspension***"). Flock will make commercially reasonable efforts, circumstances permitting, to provide written notice of any Service Suspension to Agency (including notices sent to Flock's registered email address) and to provide updates regarding resumption of access to the Flock IP following any Service Suspension. Flock will use commercially reasonable efforts to resume providing access to the Service as soon as reasonably possible after the event giving rise to the Service Suspension is cured. Flock will have no liability for any damage, liabilities, losses (including any loss of data or profits) or any other consequences that Agency or any Authorized End User may incur as a result of a Service Suspension. To the extent that the Service Suspension is not caused by Agency's direct actions or by the actions of parties associated with the Agency, the expiration of the Term will be tolled by the duration of any suspension (for any continuous suspension lasting at least one full day) prorated for the proportion of cameras on the Agency 's account that have been impacted.

2.7 **Installation Services.**

2.7.1 ***Designated Locations.*** For installation of Flock Hardware, prior to performing the physical installation of the Units, Flock shall advise Agency on the location and positioning of the Units for optimal license plate image

capture, as conditions and location allow. Flock may consider input from Agency regarding location, position and angle of the Units (each Unit location so designated by Agency, a "***Designated Location***"). Flock shall have final discretion on location of Units. Flock shall have no liability to Agency resulting from any poor performance, functionality or Footage resulting from or otherwise relating to the Designated Locations or delay in installation due to Agency's delay in confirming Designated Locations, in ordering and/or having the Designated Location ready for installation including having all electrical work preinstalled and permits ready, if necessary. The deployment plan will confirm the Designated Location. After installation, any subsequent changes to the deployment plan ("***Reinstalls***") will incur a charge for Flock's then-current list price for Reinstalls, as listed in the then-current Reinstall Policy (available at https://www.flocksafety.com/reinstall-fee-schedule) and any equipment charges. These changes include but are not limited to camera re-positioning, adjusting of camera mounting, re-angling, removing foliage, camera replacement, changes to heights of poles, regardless of whether the need for Reinstalls related to vandalism, weather, theft, lack of criminal activity in view, and the like. Flock Safety shall have full discretion on decision to reinstall Flock Hardware.

2.7.2 ***Agency Installation Obligations*.** Agency agrees to allow Flock and its agents reasonable access in and near the Designated Locations at all reasonable times upon reasonable notice for the purpose of performing the installation work. Although the Units are designed to utilize solar power, certain Designated Locations may require a reliable source of 120V AC power, as described in the deployment plan. In the event adequate solar exposure is not available Agency is solely responsible for providing a reliable source of 120V AC power to the Units, if necessary. Additionally, Agency is solely responsible for (i) any permits or associated costs, and managing the permitting process of installation of cameras or AC power; (ii) any federal, state or local taxes including property, license, privilege, sales, use, excise, gross receipts or other similar taxes which may now or hereafter become applicable to, measured by or imposed upon or with respect to the installation of the Hardware, its use (excluding tax exempt entities), or (iii) any other supplementary cost for services performed in connection with installation of the Hardware, including but not limited to contractor licensing, engineered drawings, rental of specialized equipment or vehicles, third-party personnel (i.e. Traffic Control Officers, Electricians, State DOT-approved poles, etc., if necessary), such costs to be approved by the Agency ("***Agency Installation Obligations*"**). In the event that a Designated Location for a Unit requires permits, Flock will provide the Agency with a temporary alternate location for installation pending the permitting process. Once the required permits are obtained, Flock will relocate the Units from the temporary alternate location to the permitted location at no additional cost. Flock will provide options to supply power at each Designated Location. If Agency refuses alternative power supply options, Agency agrees and understands that Agency will not be subject to any reimbursement, tolling, or credit for any suspension period of Flock Services due to low solar. Flock will make all reasonable efforts within their control to minimize suspension of Flock Services. Any fees payable to Flock exclude the foregoing. Without being obligated or taking any responsibility for the foregoing, Flock may pay and invoice related costs to Agency if Agency did not address them prior to the execution of this Agreement or a third party requires Flock to pay. Agency represents and warrants that it has all necessary right title and authority and

hereby authorizes Flock to install the Hardware at the Designated Locations and to make any necessary inspections or tests in connection with such installation. Flock is not responsible for installation of Agency Hardware.

2.7.3 *Flock's Obligations.* Installation of any Flock Hardware shall be installed in a workmanlike manner in accordance with Flock's standard installation procedures, and the installation will be completed within a reasonable time from the time that the Designated Locations are confirmed. Following the initial installation of the Hardware and any subsequent Reinstalls or maintenance operations, Flock's obligation to perform installation work shall cease; however, for the sole purpose of validating installation, Flock will continue to monitor the performance of the Units for the length of the Term and will receive access to the Footage for a period of three (3) business days after the initial installation in order to monitor performance and provide any necessary maintenance solely as a measure of quality control. Agency understands and agrees that the Flock Services will not function without the Hardware. Labor may be provided by Flock or a third party. Flock is not obligated to install, reinstall, or provide physical maintenance to Agency Hardware.

2.7.4 *Security Interest.* Flock Hardware shall remain the personal property of Flock and will be removed upon the natural expiration of this Agreement at no additional cost to Agency. Agency shall not perform any acts which would interfere with the retention of title of the Hardware by Flock. Should Agency default on any payment of the Flock Services, Flock may remove Hardware at Flock's discretion. Such removal, if made by Flock, shall not be deemed a waiver of Flock's rights to any damages Flock may sustain as a result of Agency's default and Flock shall have the right to enforce any other legal remedy or right.

2.8 **Hazardous Conditions.** Unless otherwise stated in the Agreement, Flock's price for its services under this Agreement does not contemplate work in any areas that contain hazardous materials, or other hazardous conditions, including, without limit, asbestos, lead, toxic or flammable substances. In the event any such hazardous materials are discovered in the designated locations in which Flock is to perform services under this Agreement, Flock shall have the right to cease work immediately in the area affected until such materials are removed or rendered harmless.

2.9 **Support Services.** Subject to the payment of fees, Flock shall monitor the performance and functionality of Flock Services and may, from time to time, advise Agency on changes to the Flock Services, Installation Services, or the Designated Locations which may improve the performance or functionality of the Services or may improve the quality of the Footage. The work, its timing, and the fees payable relating to such work shall be agreed by the Parties prior to any alterations to or changes of the Services or the Designated Locations ("***Monitoring Services***"). Subject to the terms hereof, Flock will provide Agency with reasonable technical and on-site support and maintenance services ("***On-Site Services***") in-person or by email at support@flocksafety.com. Flock will use commercially reasonable efforts to respond to requests for support.

2.10 **Special Terms.** From time to time, Flock may offer certain "Special Terms" related to guarantees, service and support which are indicated in the proposal and on the order form and will become part of this Agreement, upon

Agency's consent. To the extent that any terms of this agreement are inconsistent or conflict with the Special Terms, the Special Terms shall control.

2.10 **Changes to Platform.** Flock may, in its sole discretion, make any changes to any system or platform that it deems necessary or useful to (i) maintain or enhance (a) the quality or delivery of Flock's products or services to its Agency s, (b) the competitive strength of, or market for, Flock's products or services, (c) such platform or system's cost efficiency or performance, or (ii) to comply with applicable law.

3. RESTRICTIONS AND RESPONSIBILITIES

3.1 **Agency Obligations.** Flock will assist Agency end-users in the creation of a User ID. Agency agrees to provide Flock with accurate, complete, and updated registration information. Agency may not select as its User ID a name that Agency does not have the right to use, or another person's name with the intent to impersonate that person. Agency may not transfer its account to anyone else without prior written permission of Flock. Agency will not share its account or password with anyone, and must protect the security of its account and password. Agency is responsible for any activity associated with its account. Agency shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services. Agency will, at its own expense, provide assistance to Flock, including, but not limited to, by means of access to, and use of, Agency facilities, as well as by means of assistance from Agency personnel, to the limited extent any of the foregoing may be reasonably necessary to enable Flock to perform its obligations hereunder, including, without limitation, any obligations with respect to Support Services or any Installation Services.

3.2 **Agency Representations and Warranties.** Agency represents, covenants, and warrants that Agency will use the Services only in compliance with this Agreement and all applicable laws and regulations, including but not limited to any laws relating to the recording or sharing of video, photo, or audio content. Although Flock has no obligation to monitor Agency 's use of the Services, Flock may do so and may prohibit any use of the Services it believes may be (or alleged to be) in violation of the foregoing.

4. CONFIDENTIALITY; AGENCY DATA

4.1 **Confidentiality.** To the extent allowable by applicable FOIA and state-specific Public Records Acts, each Party (the "***Receiving Party***") understands that the other Party (the "***Disclosing Party***") has disclosed or may disclose business, technical or financial information relating to the Disclosing Party's business (hereinafter referred to as "***Proprietary Information***" of the Disclosing Party). Proprietary Information of Flock includes non-public information regarding features, functionality and performance of the Services. Proprietary Information of Agency includes non-public data provided by Agency to Flock or collected by Flock via the Unit, including the Footage, to enable the provision of the Services, which includes but is not limited to geolocation information and environmental data collected by sensors built into the Units ("***Agency Data***"). The Receiving Party agrees: (i) to take the same security precautions to protect against disclosure or unauthorized use of such Proprietary Information that the party takes with its own proprietary information, but in no event will a party apply less than reasonable precautions to protect such Proprietary Information, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. Flock's use of the Proprietary

Information may include processing the Proprietary Information to send Agency alerts, such as when a car exits Agency 's neighborhood, or to analyze the data collected to identify motion or other events. The Disclosing Party agrees that the foregoing shall not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public, or (b) was in its possession or known by it prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to it without restriction by a third party, or (d) was independently developed without use of any Proprietary Information of the Disclosing Party. Nothing in this Agreement will prevent the Receiving Party from disclosing the Proprietary Information pursuant to any judicial or governmental order, provided that the Receiving Party gives the Disclosing Party reasonable prior notice of such disclosure to contest such order. For clarity, Flock may access, use, preserve and/or disclose the Footage to law enforcement authorities, government officials, and/or third parties, if legally required to do so or if Flock has a good faith belief that such access, use, preservation or disclosure is reasonably necessary to: (a) comply with a legal process or request; (b) enforce this Agreement, including investigation of any potential violation thereof; (c) detect, prevent or otherwise address security, fraud or technical issues; or (d) protect the rights, property or safety of Flock, its users, a third party, or the public as required or permitted by law, including respond to an emergency situation. Agency hereby expressly grants Flock a non-exclusive, worldwide, perpetual, royalty-free right and license (during and after the term hereof) to disclose the Agency Data (inclusive of any Footage) to enable law enforcement monitoring against law enforcement hotlists as well as provide Footage search access to law enforcement for investigative purposes only. Flock may store deleted Footage in order to comply with certain legal obligations but such retained Footage will not be retrievable without a valid court order.

4.2 **Agency Data..** As between Flock and Agency, all right, title and interest in the Agency Data, belong to and are retained solely by Agency. Agency hereby grants to Flock a limited, non-exclusive, royalty-free, worldwide license to use the Agency Data and perform all acts with respect to the Agency Data as may be necessary for Flock to provide the Flock Services to Agency, including without limitation the Support Services set forth in Section 2.9 above, and a non-exclusive, perpetual, irrevocable, worldwide, royalty-free, fully paid license to use, reproduce, modify and distribute the Agency Data as a part of the Aggregated Data (as defined in Section 4.4 below).As between Agency and Non-Agency End Users that have prescribed access of Footage to Agency, each of Agency and Non-Agency End Users will share all right, title and interest in the Non-Agency End User Data. This Agreement does not by itself make any Non-Agency End User Data the sole property or the Proprietary Information of Agency. Flock will automatically delete Footage older than thirty (30) days. Agency has a thirty (30) day window to view, save and/or transmit Footage to the relevant government agency prior to its deletion.

4.3 **Feedback.** If Agency provides any suggestions, ideas, enhancement requests, feedback, recommendations or other information relating to the subject matter hereunder, Agency hereby assigns (and will cause its agents and representatives to assign) to Flock all right, title and interest (including intellectual property rights) with respect to or resulting from any of the foregoing.

4.4 **Aggregated Data.** Notwithstanding anything in this Agreement to the contrary, Flock shall have the right to collect and analyze data that does not refer to or identify Agency or any individuals or de-identifies such data and other information relating to the provision, use and performance of various aspects of the Services and related

systems and technologies (including, without limitation, information concerning Agency Data and data derived therefrom). For the sake of clarity, Aggregated Data is compiled anonymous data which has been stripped of any personal identifying information. Agency acknowledges that Flock will be compiling anonymized and/or aggregated data based on Agency Data input into the Services (the "***Aggregated Data***"). Agency hereby grants Flock a non-exclusive, worldwide, perpetual, royalty-free right and license (during and after the Service Term hereof) to (i) use and distribute such Aggregated Data to improve and enhance the Services and for other development, diagnostic and corrective purposes, other Flock offerings, and crime prevention efforts, and (ii) disclose the Agency Data (both inclusive of any Footage) to enable law enforcement monitoring against law enforcement hotlists as well as provide Footage search access to law enforcement for investigative purposes only. No rights or licenses are granted except as expressly set forth herein. Flock shall not sell Agency Data or Aggregated Data.

5. PAYMENT OF FEES

5.1a **Wing Fees.** For Wing products, the Agency will pay Flock the first Usage Fee and the Implementation Fee (as described on the Order Form attached hereto, together the ***"Initial Fees***") as set forth on the Order Form on or before the 30th day following the Effective Date of this Agreement. Flock shall have no liability resulting from any delay by the Agency in installing the Embedded Software on the Agency Hardware. If applicable, Agency shall pay the ongoing Usage Fees set forth on the Order Form with such Usage Fees due and payable thirty (30) days in advance of each payment period. All payments will be made by either ACH, check, or credit card.

5.1b Falcon Fees. For Falcon products during the Initial Term, Agency will pay Flock fifty percent (50%) of the first Usage Fee, the Implementation Fee and any fee for Hardware (as described on the Order Form attached hereto, together the "Initial Fees") as set forth on the Order Form on or before the 30th day following receipt of initial invoice after Effective Date. Upon commencement of installation, Flock will issue an invoice for twenty-five percent (25%) of the Initial Fees, and Agency shall pay on or before 30th day following receipt of invoice. Upon completion of installation, Flock will issue an invoice for the remaining balance and Agency shall pay on or before 30th day following receipt of final invoice. Flock is not obligated to commence the Installation Services unless and until the first payment has been made and shall have no liability resulting from any delay related thereto. For a Renewal Term, as defined below, Agency shall pay the entire invoice on or before the 30th day following receipt of invoice.

5.2 **Changes to Fees.** Flock reserves the right to change the fees or applicable charges and to institute new charges and fees at the end of the Initial Term or any Renewal Term, upon sixty (60) days' notice prior to the end of such Initial Term or Renewal Term (as applicable) to Agency (which may be sent by email). If Agency believes that Flock has billed Agency incorrectly, Agency must contact Flock no later than sixty (60) days after the closing date on the first billing statement in which the error or problem appeared, in order to receive an adjustment or credit. Inquiries should be directed to Flock's Agency support department. Agency acknowledges and agrees that a failure to contact Flock within this sixty (60) day period will serve as a waiver of any claim Agency may have had as a result of such billing error.

5.3 **Invoicing, Late Fees; Taxes.** Flock may choose to bill through an invoice, in which case, full payment for invoices issued in any given month must be received by Flock thirty (30) days after the mailing date of the invoice.

If Agency is a non-tax exempt entity, Agency shall be responsible for all taxes associated with Services other than U.S. taxes based on Flock's net income.

6. TERM AND TERMINATION

6.1a **Wing Term.** Subject to earlier termination as provided below, the initial term of this Agreement shall be for the period of time set forth on the Order Form (the "***Initial Term***"). The Term shall commence upon execution of this Agreement. *Following the Initial Term, unless otherwise indicated on the Order Form, this Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form* (each, a "***Renewal Term***", and together with the Initial Term, the "***Service Term***") *unless either party gives the other party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.*

6.1b Falcon Term. Subject to earlier termination as provided below, the initial term of this Agreement shall be for the period of time set forth on the Order Form (the "***Initial Term***"). The Term shall commence upon first installation and validation of a Unit. *Following the Initial Term, unless otherwise indicated on the Order Form, this Agreement will automatically renew for successive renewal terms for the length set forth on the Order Form* (each, a "***Renewal Term***", and together with the Initial Term, the "***Service Term***") *unless either party gives the other party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.*

6.2 **Termination for Convenience.** At any time during the agreed upon Term, an Agency not fully satisfied with the service may self-elect to terminate this Agreement for convenience. Termination for convenience will result in a one-time fee of $500 per Flock Hardware. Upon termination for convenience, a refund will be provided for Falcon Cameras, prorated for any fees for the remaining Term length set forth previously. Agency will remain liable to pay the full outstanding fees for any Wing product on the effective date of termination of that Order Form. Flock will invoice, and Agency will pay, any unbilled fees and any unpaid fees covering the remainder of the term of that Order Form had it not been terminated. Termination for convenience of the Agreement by the Agency will be effective immediately. Flock will provide advanced written notice and remove all Flock Hardware at Flock's own convenience, within a commercially reasonable period of time upon termination.

6.3 **Termination.** Notwithstanding the termination provisions in Section 2.4(b), in the event of any material breach of this Agreement, the non-breaching party may terminate this Agreement prior to the end of the Service Term by giving thirty (30) days prior written notice to the breaching party; provided, however, that this Agreement will not terminate if the breaching party has cured the breach prior to the expiration of such thirty (30) day period. Either party may terminate this Agreement, without notice, (i) upon the institution by or against the other party of insolvency, receivership or bankruptcy proceedings, (ii) upon the other party's making an assignment for the benefit of creditors, or (iii) upon the other party's dissolution or ceasing to do business. Upon termination for Flock's material breach, Flock will refund to Agency a pro-rata portion of the pre-paid fees for Services not received due to such termination.

6.5 **No-Fee Term.** For the Term of this Agreement, Flock will provide Agency with complimentary access to 'hot-list' alerts, which may include 'hot tags', stolen vehicles, Amber Alerts, etc. ("***No-Fee Term***"). In the event a Non-Agency End User grants Agency access to Footage and/or Notifications from a Non-Agency End User Unit, Agency will have access to Non-Agency End User Footage and/or Notifications until deletion, subject to the thirty (30) day

retention policy. Non-Agency End Users and Flock may, in their sole discretion, leave access open. The No-Fee Term will survive the Term of this Agreement. Flock, in its sole discretion, can determine not to provide additional No-Fee Terms or can impose a price per No-Fee Term upon thirty (30) days' notice. Agency may terminate any No-Fee Term or access to future No-Fee Terms upon thirty (30) days' notice.

6.6 **Survival.** The following Sections will survive termination: 2.4, 2.5, 3, 4, 5 (with respect to any accrued rights to payment), 5.4, 6.5, 7.4, 8.1, 8.2, 8.3, 8.4, 9.1 and 10.5.

7. REMEDY; WARRANTY AND DISCLAIMER

7.1 **Remedy.** Upon a malfunction or failure of Flock Hardware or Embedded Software (a "***Defect***"), Agency must notify Flock's technical support as described in Section 2.9 above. If Flock is unable to correct the Defect, Flock shall, or shall instruct one of its contractors to repair or replace the Flock Hardware or Embedded Software suffering from the Defect. Flock reserves the right in their sole discretion to refuse or delay replacement or its choice of remedy for a Defect until after it has inspected and tested the affected Unit provided that such inspection and test shall occur within seventy-two (72) hours after Agency notifies the Flock of a known Defect. In the event of a Defect, Flock will repair or replace the defective Unit at no additional cost. In the event that a Unit is lost, stolen, or damaged, Agency may request that Flock replace the Unit at a fee according to the then-current Reinstall Policy (https://www.flocksafety.com/reinstall-fee-schedule). Agency shall not be required to replace subsequently lost, damaged or stolen Units, however, Agency understands and agrees that functionality, including Footage, will be materially affected due to such subsequently lost, damaged or stolen Units and that Flock will have no liability to Agency regarding such affected functionality nor shall the Usage Fee or Implementation Fees owed be impacted. Flock is under no obligation to replace or repair Hardware.

7.2 **Exclusions.** Flock will not provide the remedy described in Section 7.1 if Agency is found to have misused the Flock Hardware, Agency Hardware or Embedded Software in any manner.

7.3 **Warranty.** Flock shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Installation Services in a professional and workmanlike manner. Upon completion of any installation or repair, Flock shall clean and leave the area in good condition. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Flock or by third-party providers, or because of other causes beyond Flock's reasonable control, but Flock shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption.

7.4 **Disclaimer.** THE REMEDY DESCRIBED IN SECTION 7.1 ABOVE IS AGENCY 'S SOLE REMEDY, AND FLOCK'S SOLE LIABILITY, WITH RESPECT TO DEFECTIVE EMBEDDED SOFTWARE. THE FLOCK DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES ARE PROVIDED "AS IS" AND FLOCK DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR

PURPOSE AND NON-INFRINGEMENT. THIS DISCLAIMER OF SECTION 7.4 ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE MENTIONED IN SECTION 10.6, OR IF NO STATE IS MENTIONED IN SECTION 10.6, BY THE LAW OF THE STATE OF GEORGIA.

7.5 **Insurance.** Flock will maintain commercial general liability policies with policy limits reasonably commensurate with the magnitude of Flock's business risk. Certificates of Insurance can be provided upon request.

7.6 **Force Majeure.** Flock is not responsible nor liable for any delays or failures in performance from any cause beyond its control, including, but not limited to acts of God, changes to law or regulations, embargoes, war, terrorist acts, acts or omissions of third-party technology providers, riots, fires, earthquakes, floods, power blackouts, strikes, weather conditions or acts of hackers, internet service providers or any other third party or acts or omissions of Agency or any Authorized End User.

8. LIMITATION OF LIABILITY; NO FEE TERM; INDEMNITY

8.1 **Limitation of Liability.** NOTWITHSTANDING ANYTHING TO THE CONTRARY, FLOCK AND ITS SUPPLIERS (INCLUDING BUT NOT LIMITED TO ALL HARDWARE AND TECHNOLOGY SUPPLIERS), OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, PRODUCT LIABILITY, OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY, INCOMPLETENESS OR CORRUPTION OF DATA OR FOOTAGE OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (C) FOR ANY MATTER BEYOND FLOCK'S ACTUAL KNOWLEDGE OR REASONABLE CONTROL INCLUDING REPEAT CRIMINAL ACTIVITY OR INABILITY TO CAPTURE FOOTAGE OR IDENTIFY AND/OR CORRELATE A LICENSE PLATE WITH THE FBI DATABASE; (D) FOR ANY PUBLIC DISCLOSURE OF PROPRIETARY INFORMATION MADE IN GOOD FAITH; (E) FOR CRIME PREVENTION; OR (F) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID AND/OR PAYABLE BY AGENCY TO FLOCK FOR THE SERVICES UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS PRIOR TO THE ACT OR OMISSION THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT FLOCK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN THE EVENT OF AN EMERGENCY, AGENCY SHOULD CONTACT 911 AND SHOULD NOT RELY ON THE SERVICES.THIS LIMITATION OF LIABILITY OF SECTION 8 ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE MENTIONED IN SECTION 10.6, OR IF NO STATE IS MENTIONED IN SECTION 10.6, BY THE LAW OF THE STATE OF GEORGIA.

8.2 **Additional No-Fee Term Requirements.** IN NO EVENT SHALL FLOCK'S AGGREGATE LIABILITY, IF ANY, ARISING OUT OF OR IN ANY WAY RELATED TO THE COMPLIMENTARY NO-FEE TERM AS DESCRIBED IN SECTION 6.5 EXCEED $100, WITHOUT REGARD TO WHETHER SUCH CLAIM IS BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE. Parties

acknowledge and agree that the essential purpose of this Section 8.2 is to allocate the risks under the No-Fee Term described in Section 6.5 and limit potential liability given the aforementioned complimentary service, which would have been substantially higher if Flock were to assume any further liability other than as set forth herein. Flock has relied on these limitations in determining whether to provide the complimentary No-Fee Term. The limitations set forth in this Section 8.2 shall not apply to claims or damages resulting from Flock's other obligations under this Agreement.

8.3 **Responsibility.** Each Party to this Agreement shall assume the responsibility and liability for the acts and omissions of its own employees, deputies, officers, or agents, in connection with the performance of their official duties under this Agreement. Each Party to this Agreement shall be liable (if at all) only for the torts of its own officers, agents, or employees that occur within the scope of their official duties. Agency will not pursue any claims or actions against Flock's suppliers.

8.4 **Indemnity.** Agency hereby agrees to indemnify and hold harmless Flock against any damages, losses, liabilities, settlements and expenses in connection with any claim or action that arises from an alleged violation of Section 3.2, a breach of this Agreement, Agency's Installation Obligations, Agency's sharing of any data in connection with the Flock system, Flock employees or agent or Non-Agency End Users, or otherwise from Agency's use of the Services, Flock Hardware, Agency Hardware and any Embedded Software, including any claim that such actions violate any applicable law or third party right. Although Flock has no obligation to monitor Agency's use of the Services, Flock may do so and may prohibit any use of the Services it believes may be (or alleged to be) in violation of Section 3.2 or this Agreement.

9. RECORD RETENTION

9.1 **Data Preservation.** The Agency agrees to store Agency Data in compliance with all applicable local, state and federal laws, regulations, policies and ordinances and their associated record retention schedules. As part of Agency's consideration for paid access and no-fee access to the Flock System, to the extent that Flock is required by local, state or federal law to preserve the Agency Data, Flock will notify Agency of the requirement and applicable retention period, and Agency agrees to preserve and securely store this data on Flock's behalf so that should Flock be legally compelled by judicial or government order, Flock may retrieve the data from Agency upon demand.

10. MISCELLANEOUS

10.1 **Severability.** If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable.

10.2 **Assignment.** This Agreement is not assignable, transferable or sublicensable by Agency except with Flock's prior written consent. Flock may transfer and assign any of its rights and obligations, in whole or in part, under this Agreement without consent.

10.3 **Entire Agreement.** This Agreement, together with the Order Form(s), the then-current Reinstall Policy (https://www.flocksafety.com/reinstall-fee-schedule), and Deployment Plan(s), are the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both parties, except as otherwise provided herein. None of Agency's purchase orders, authorizations or similar documents will alter the terms of this Agreement, and any such conflicting terms are expressly rejected.

10.4 **Relationship.** No agency, partnership, joint venture, or employment is created as a result of this Agreement and Agency does not have any authority of any kind to bind Flock in any respect whatsoever.

10.5 **Governing Law; Venue.** This Agreement shall be governed by the laws of the State in which the Agency is located. The parties hereto agree that venue would be proper in the chosen courts of the State of which the Agency is located. The parties agree that the United Nations Convention for the International Sale of Goods is excluded in its entirety from this Agreement.

10.6 **Publicity.** Upon prior consent from Agency, Flock has the right to reference and use Agency's name and trademarks and disclose the nature of the Services provided hereunder in each case in business and development and marketing efforts, including without limitation on Flock's website.

10.7 **Export.** Agency may not remove or export from the United States or allow the export or re-export of the Flock IP or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority. As defined in FAR section 2.101, the Services, the Hardware, the Embedded Software and Documentation are "commercial items" and according to DFAR section 252.2277014(a)(1) and (5) are deemed to be "commercial computer software" and "commercial computer software documentation." Consistent with DFAR section 227.7202 and FAR section 12.212, any use, modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

10.8 **Headings.** The headings are merely for organization and should not be construed as adding meaning to the Agreement or interpreting the associated Sections.

10.09 **Authority.** Each of the below signers of this Agreement represent that they understand this Agreement and have the authority to sign on behalf of and bind the organizations and individuals they are representing.

10.10 **Notices.** All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested.

EXHIBIT A

Statement of Work

Installation of Flock Camera on existing pole or Flock-supplied pole if required

This proposal expires in 30 days.

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Date: 08/30/2022

Requested By: Tammy Crumley
Sponsor: Judge Becerra

Agenda Item

Discussion and possible action to award a contract for RFP 2022-P07 Electronic Security Upgrades to CML Security, LLC., and authorize staff and General Counsel to negotiate a contract. **BECERRA/T.CRUMLEY**

Summary

On July 5, 2022, the Commissioners Court approved specifications and authorized Purchasing to solicit for RFP 2022-P07 Electronic Security Upgrades. Purchasing received the following two (2) proposals:

CML Security, LLC.
MGM Security Services, Inc. dba DFW Security.

After evaluation of the proposals the evaluation committees' recommendation is to pursue negotiations with CML Security, LLC. Upon Successful negotiations, a contract will be brought back before court to approve and finalize contract award.

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Date: 08/30/2022

Requested By: Vickie Dorsett

Sponsor: Commissioner Ingalsbe

Agenda Item:

Discussion and possible action to authorize various departments to submit vehicle orders to Enterprise Fleet Management for forty (40) new and replacement leased vehicles that are approved in the FY 2023 budget. **INGALSBE/DORSETT**

Summary:

The Commissioners Court FY23 proposed budget includes funding for new and replacement leased vehicles for various departments. We are requesting approval to submit orders now in order to avoid lengthy delivery delays. Monthly lease fees are not applicable until we take delivery of the vehicles. Delivery dates are expected to be between February and April 2023 if orders are placed by September 1.

Fiscal Impact:

Amount Requested: $219,262 (FY23)
Line Item Number: Various Depts. Vehicle Lease .5475

Budget Office:

Source of Funds: General Fund
Budget Amendment Required Y/N?: No
Comments: Funding is included in the FY23 Proposed budget for these leased vehicles.

Auditor's Office:

Purchasing Guidelines Followed Y/N?: Yes, The Interlocal Purchasing System (TIPS) Contract
G/L Account Validated Y/N?: Yes, Fiscal Year 2023 Vehicle Lease Expense
New Revenue Y/N?: N/A
Comments:

Attachments

FY23 Vehicle List

New Enterprise Vehicle Leases
40 New & Replacement Vehicles

Dept	Annualized Amount	FY23 Amount	Vehicle	# of Units	Assignment	Delivery Date
Constable 1	9,826	6,551	Chevy Tahoe	1	New Deputy Constable	2/1/2023
Constable 3	9,826	6,551	Chevy Tahoe	1	New Deputy Constable	2/1/2023
Constable 3	9,826	6,551	Chevy Tahoe	1	Replacement-Constable	2/1/2023
Constable 4	9,826	6,551	Chevy Tahoe	1	New Deputy Constable	2/1/2023
Constable 5	9,826	6,551	Chevy Tahoe	1	New Deputy Constable	2/1/2023
Sheriff	9,122	6,081	Police Interceptor	1	New Deputy - GC	2/1/2023
Sheriff	19,652	13,101	Traverse-White Fleet	2	New Detectives	2/1/2023
Sheriff	54,732	36,488	Police Interceptor	6	New Deputy - SRO	2/1/2023
Sheriff	27,366	18,244	Police Interceptor	3	New Deputy - SRO Corporals	2/1/2023
Sheriff	19,652	9,826	Traverse-White Fleet	2	Replacements	4/1/2023
Sheriff	49,130	24,565	Traverse-White Fleet	5	Replacements	4/1/2023
Sheriff	91,220	45,610	Police Interceptor	10	Replacements	4/1/2023
Development Services	15,964	10,643	F-150-White Fleet	2	New EHS I & EHS II	2/1/2023
Information Technology	10,524	7,016	Chevy Tahoe-White Fleet	1	New for All Staff	2/1/2023
District Attorney	8,500	5,667	Ford Escape-White Fleet	1	New Investigator	2/1/2023
District Attorney	8,500	4,250	Ford Escape-White Fleet	1	New Investigator	4/1/2023
Building Maintenance	7,526	5,017	F-150-White Fleet	1	New Maint Staff	2/1/2023
	371,018	219,262		40		

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Date: 08/30/2022
Requested By:
Sponsor: Judge Becerra

Agenda Item
Executive Session pursuant to Sections 551.071 and 551.072 of the Texas Government Code: consultation with counsel and deliberation regarding the purchase, exchange, lease and/or value of real property associated with Parks and Open Space Projects being considered by Hays County. Possible discussion and/or action may follow in open court.
BECERRA

Summary
Additional information will be provided during Executive Session.