Commissioners Court -- SEPTEMBER 13, 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 SEPTEMBER 13, 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 the month September 2022 as Hunger Action Month in Hays County. **JONES**
2. Adopt a Proclamation recognizing the inaugural Hispanic Heritage Exhibition Walk. **BECERRA**
3. Update by Staff from the Office of General Counsel on the Hays County Animal Control Ordinance. **BECERRA**
4. Presentation by Ardurra regarding use of American Rescue Plan Act (ARPA) funds for Hays County Emergency Services District #5. **INGALSBE/JONES**
5. Presentation by Ardurra regarding use of American Rescue Plan Act (ARPA) funds for Hays County Emergency Services District #8. **JONES/INGALSBE**
6. Presentation by the Hays County Development Services Department on the new Hays County GIS Data Portal. **SHELL/PACHECO**

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 United Healthcare claims. **VILLARREAL-ALONZO**

4. Approve the payment of the September 15, 2022 payroll disbursements in an amount not to exceed $3,155,000.00 effective September 15, 2022 and post totals for wages, withholdings, deductions and benefits on the Hays County website once finalized. **BECERRA/RICHEY**

5. Approve Commissioners Court Minutes of August 2, 2022 and August 9, 2022. **BECERRA/CARDENAS**

6. Approve the Joint Election Agreements for political subdivisions that will run jointly with the General Election on November 8, 2022. **INGALSBE/DOINOFF**

7. Accept the Fiscal Year 2021 Hays County Emergency Services District #7 Audit Report per Texas Health and Safety Code 775.082. **SHELL/VILLARREAL-ALONZO**

8. Authorize the Mental Health Specialty Court to purchase consumable items for the Sequential Intercept Model (SIM) Mapping Workshop in collaboration with Texas Health and Human Services. **SMITH/O'BRIEN**

9. Authorize the Commissioner Pct. 1 Office to support the Texas Department of Public Safety related to purchasing safety equipment and amend the budget accordingly. **INGALSBE**

10. Approve an increase of $300.00 in the Tax Office change fund as recommended by the County Auditor pursuant to Texas Local Government Code Chapter 130.902 (d). **BECERRA/ VILLARREAL-ALONZO**

11. Approve Utility Permits. **SMITH/BORCHERDING**

12. Authorize the submission of a grant application to the Office of the Governor, Bullet Resistant Shield Grant Program in the amount of $167,102.80. **INGALSBE/T.CRUMLEY**

13. Authorize the submission of a grant application to the Texas Department of Emergency Management in the amount of $307,733.80. The low water crossings are located at 1 - Pursley Road at Onion Creek 2 - 190 at Pioneer Bank Creek 3 - Fitzhugh Road at unnamed creek 4 - Sycamore Creek Drive at Sycamore Creek. **BECCERA/T.CRUMLEY**

14. Authorize the submission of a grant application to the Texas Department of Emergency Management, Hazard Mitigation Grant Program in the amount of $307,733.80. The low water crossings are located at 1 - Creek Road at Onion Creek 2 - Purgatory Road at Purgatory Creek 3 - Darden Hill Road at Jackson Branch 4 - Darden Hill Road at Pier Branch. **BECCERA/T.CRUMLEY**

15. Approve renewal of RFP 2020-P08 Election Form Printing Services with AMG Printing, effective September 8, 2022. **BECERRA/ANDERSON**

16. Authorize the County Judge to execute a Contract Amendment with Texas Disposal Systems related to Hauling Solid Waste pursuant to IFB 2020-B02, adding a $360.10 per haul rate for paper and newspaper recycling services. **BECERRA/T.CRUMLEY**

17. Authorize the execution of an interlocal agreement with Travis County for the FY 2023 Sheriff's Combined Auto Theft Task Force (SCATTF) grant award in the amount of $91,707.00. **INGALSBE/CUTLER**

18. Approve a replacement lease vehicle and equipment fees for the Sheriff's Office Animal Control Division through the Enterprise Master Equity Lease Agreement and amend the budget accordingly. **INGALSBE/CUTLER**

19. Authorize the County Judge to execute a Contract Amendment with Kyle Landscaping Services related to Cemetery Maintenance pursuant to IFB 2022-B04, adding Phillips Cemetery ($1,500.00 per visit, on a quarterly basis). **SMITH/BORCHERDING**

20. Authorize a transfer of funds from Commissioner Precinct budgets to the Office of Emergency Services related to the purchase of five (5) pet chip scanners and amend the budget accordingly. **BECERRA/MIKE JONES**

21. Authorize additional funding for the 2022 Motorcycle approved for the Constable Pct. 5 Office and amend the budget accordingly. **JONES/SMITH/ELLEN**

H. **ACTION ITEMS**

I. **ROADS**

1. Hold a public hearing with possible action 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. Hold a public hearing with possible action to establish a 3-way stop location on Mathias Lane at the intersection with Foster Place. **INGALSBE/BORCHERDING**

3. Hold a public hearing with possible action to reduce the current speed limit of 35 MPH to 25 MPH on Nature View Loop in Rutherford West subdivision. **SMITH/JONES/BORCHERDING**

4. Discussion and possible action to authorize the County Judge to execute Contract Amendment No. 3 in the amount of $73,855.00 to the Professional Services Agreement between Hays County and WSB & Associates, Inc. for the US 290 West at Trautwein Road Intersection project in Precinct 4, as part of the 2016 Road Bond Program, utilizing a discretionary exemption pursuant to Texas Local Government Code Ch. 262.024(a)(4). **SMITH/BORCHERDING**

5. Discussion and possible action to authorize the County Judge to execute Contract Amendment No. 6 in the amount of $100,000.00 to the Professional Services Agreement between Hays County and LJA Engineering, Inc. for professional design services on the FM 110 North project in Precinct 1, as part of the TxDOT/Hays County Partnership Program, utilizing a discretionary exemption pursuant to Texas Local Government Code Ch. 262.024(a)(4). **INGALSBE/BORCHERDING**

J. **SUBDIVISIONS**

1. PLN-2001-PC; Discussion and possible action to call for a Public Hearing on September 27, 2022 regarding Stagecoach Ranch, Section 1, Lot 37, Replat. **SHELL/MACHACEK**

2. PLN-1941-PC; Hold a Public Hearing with possible action to approve the Rainbow Ranch Subdivision, Lot 18, Replat. **SHELL/MACHACEK**

K. **MISCELLANEOUS**

1. 10:00am - Conduct a public hearing regarding an order levying assessments on property located with neighborhood improvement area #3 of the La Cima Public Improvement District. **SHELL**

2. Discussion and possible action to adopt an Order of the Commissioners Court of Hays County, Texas accepting and approving an amended and restated service and assessment plan, an updated major improvement area assessment roll, neighborhood improvement area #1 assessment roll and neighborhood improvement area #2 assessment roll and a neighborhood improvement area #3 assessment roll for La Cima Public Improvement District; making a finding of special benefit to the property in neighborhood improvement area #3 of the district; levying special assessments against property within neighborhood improvement area #3 and establishing a lien on such property; providing for the method of assessment and the payment of the neighborhood improvement area #3 assessments in accordance with Chapter 372, Texas Local Government Code, as amended, providing penalties and interest on delinquent assessments, providing for severability, and providing an effective date. **SHELL**

3. Discussion and possible action to adopt a Resolution approving the forms of the La Cima Public Improvement District Reimbursement Agreement Neighborhood Improvement Area #3 -- Phase 3, the La Cima Public Improvement District Reimbursement Agreement Neighborhood Improvement Area #3 -- Phase 4, the La Cima Public Improvement District Reimbursement Agreement Neighborhood Improvement Area #3 -- Phase 5, the Neighborhood Improvement Area #3 -- Phase 3 Landowner Agreement and Notice of Special Assessments, the Neighborhood Improvement Area #3 -- Phase 4 Landowner Agreement and Notice of Special Assessments and the Neighborhood Improvement Area #3 -- Phase 5 Landowner Agreement and Notice of Special Assessments; authorizing the execution and delivery of such agreements; and approving any additional actions necessary in connection therewith. **SHELL**

4. 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**

5. Discussion and possible action to adopt an Order by the Commissioners Court of Hays County, Texas authorizing the issuance of "Hays County, Texas Limited Tax Bonds"; levying an annual ad valorem tax, within the limitations prescribed by law, for the payment of the bonds; prescribing the form, terms, conditions, and resolving other matters incident and related to the issuance, sale and delivery of the bonds; delegating authority to certain members of the Commissioners Court and County staff to execute certain documents relating to the sale of the bonds; authorizing the execution of a paying agent/registrar agreement; and providing an effective date. **SHELL**

6. Discussion and possible action to retain services of ABIP, PC related to the Hays County annual financial audit pursuant to RFQ 2022-Q05 Auditing Services. **INGALSBE/VILLARREAL-ALONZO**

7. Discussion and possible action to authorize the Hays County Health Department to provide flu vaccines to county employees and their eligible dependents enrolled in the county health plan. **INGALSBE/MILLER/T.CRUMLEY**

8. Discussion and possible action to approve the appointment of Ray Whisenant to the board of Driftwood Economic Development Municipal Management District to replace Don Curry, a four-year term ending June 30, 2025. **SMITH**

9. Discussion and possible action to authorize a renewal for Hays County Property and Mobile Equipment liability coverage with the Texas Association of Counties for plan year 2022-2023 at a premium renewal rate of $263,830.00. **BECERRA/MILLER**

10. Discussion and possible action to authorize the execution of a $2,000,000.00 Letter of Agreement between Hays County and CHRISTUS Santa Rosa Hospital (CSRSM) as budgeted for FY2023 related to Indigent health care costs. **SHELL**

11. Discussion and possible action to approve the 2023 Sheriff and Constable Fees. **BECERRA/CARDENAS**

12. Discussion and possible action to award a contract for IFB 2022-B15 Francis Harris Lane - Low Water Crossing with C3 Environmental Specialties in the amount of $691,901.95. **INGALSBE/JONES/BORCHERDING**

13. Discussion and possible action to award contract for RFP 2022-P10 County Clerk Auto-Indexing System to Just Appraised, Inc. and authorize staff and General Counsel to negotiate a contract. **INGALSBE/CARDENAS**

14. Discussion and possible action to execute a Lease Agreement with TLC Office Systems for the Law Library copier services, with a monthly fee of $333.70. **INGALSBE/BARRON**

15. Discussion and possible action to terminate all County involvement and/or funding for the Ranch Road 12 and 150 intersection. **BECERRA**

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**

2. Executive Session pursuant to Sections 551.071 and 551.087 of the Texas Government Code: consultation with counsel and deliberation regarding economic development negotiations associated with Project Thin Mint. Possible discussion and/or action may follow in open Court. **INGALSBE**

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 9th day of September, 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: 09/13/2022

Requested By: Mark Jones

Sponsor: Commissioner Jones

Agenda Item

Adopt a Proclamation declaring the month September 2022 as Hunger Action Month in Hays County. **JONES**

Summary

Attachments

9-13-2022 Food Bank Proclamation

PROCLAMATION DECLARING SEPTEMBER 2022 AS

HUNGER ACTION MONTH

WHEREAS, according to Feeding America, the pandemic has most impacted families that were already facing hunger or are one paycheck away from facing hunger; and

WHEREAS, households with children are more likely to experience food insecurity, and many of these households do not qualify for federal nutrition programs like the Supplemental Nutrition Assistance Program and visit their local food banks and other food programs for extra support; and

WHEREAS, Hays County Food Bank represents a county-wide effort to provide nutritious food to the food insecure in the greater Hays County area, made possible by the generous contributions of individuals, civic organizations, local government, and businesses; and

WHEREAS, in 2021, Hays County Food Bank and its partners served on average each week, 2,500 low-income individuals and those facing a food emergency, distributing more than 1 million pounds of food to these households in need; and

WHEREAS, a $20 donation can provide 60 meals through the buying power of the food bank; and

WHEREAS, National Hunger Action Month is a Feeding America effort to raise awareness about the hunger epidemic in the United States and to encourage individuals to take action in some form against hunger;

NOW, THEREFORE, BE IT RESOLVED that the Hays County Commissioners Court does, by virtue of the authority vested in us in Hays County, Texas, hereby proclaim the Month of September 2022 as:

HUNGER ACTION MONTH

And call upon the people of Hays County to pledge to take action against hunger in our community, whether it be by fund or food donation, volunteering, or advocacy.

ADOPTED THIS THE 13TH DAY OF SEPTEMBER 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: 09/13/2022
Requested By:
Sponsor: Judge Becerra

Agenda Item
Adopt a Proclamation recognizing the inaugural Hispanic Heritage Exhibition Walk. **BECERRA**

Summary
See attached proclamation

Attachments

HIspanic Exhibition Walk Proclamation

PROCLAMATION RECOGNIZING HISPANIC HERITAGE EXHIBITION WALK

STATE OF TEXAS	**§**
	§
COUNTY OF HAYS	**§**

WHEREAS, the recorded Hispanic Heritage has been part of the DNA of American culture for over 480 years with undeniable influence in education, public safety, infrastructure, economic development, and governance; and

WHEREAS, in the words of Cesar Chavez, "Preservation of one's own culture does not require the contempt or disrespect for other cultures," and, thus, celebrate the contributions of the robust Hispanic Diaspora that includes Argentina, Bolivia, Brazil, Chile, Columbia, Costa Rica, Cuba, Dominican Republic, Ecuador, El Salvador, Guatemala, Honduras, Mexico, Nicaragua, Panama, Paraguay, Peru, Puerto Rico, Uruguay and Venezuela; and

WHEREAS, community members of Hays County are proud of their Mexican heritage that includes Native American and Spanish blood, identifying themselves as Mexican American, Chicano, Latino, Spanish, Tejano or Hispanic, there are other South American countries whose people have become part of the colorful fabric which has added to the Texas culture that sometimes is impossible to separate from "Tex-Mex;" and

WHEREAS, humanity and centuries of hope and sacrifice has brought us to commemorate the strong and visible roots of Hispanic Heritage which has contributed to the infrastructure in farming, business, science, and the performing arts, in the national, regional, and local landscape of our nation; and

WHEREAS, Hays County encourages and promotes strong and inclusive communities that recognize and celebrate efforts to bring people together for a greater good as shall be shown with the first Hispanic Heritage Exhibition Walk that will take place on September 17, 2022 in San Marcos during Hispanic Heritage Month;

NOW, THEREFORE BE IT RESOLVED AND PROCLAIMED by the Hays County Commissioners Court, which includes Ruben Becerra, the first Hispanic Hays County Judge, that September 17th 2022 shall be the inaugural:

Hispanic Heritage Exhibition Walk

and encourages citizens to recognize the positive impacts of the county's Hispanic people.

ADOPTED THIS THE 13th DAY OF SEPTEMBER 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: 09/13/2022
Requested By:
Sponsor: Judge Becerra

Agenda Item
Update by Staff from the Office of General Counsel on the Hays County Animal Control Ordinance. **BECERRA**

Summary

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Date: 09/13/2022
Requested By:
Sponsor: Commissioner Ingalsbe
Co-Sponsor: Commissioner Jones

Agenda Item

Presentation by Ardurra regarding use of American Rescue Plan Act (ARPA) funds for Hays County Emergency Services District #5. **INGALSBE/JONES**

Summary

Attachments

Draft ARPA Grant Agreement ESD 5
Draft PW

HAYS COUNTY AMERICAN RESCUE PLAN RECOVERY GRANT AGREEMENT

PLEASE READ THIS ENTIRE AGREEMENT CAREFULLY, CONSULT WITH YOUR COUNSEL AS APPROPRIATE, AND DO NOT SIGN IT IF YOU HAVE ANY QUESTIONS, AS YOUR SIGNATURE BELOW BINDS YOU TO EACH OF THE REPRESENTATIONS AND OBLIGATIONS DETAILED IN THIS AGREEMENT.

This Agreement is entered into by and between Hays County ("Hays County") and Beth Smith principal of Hays County Emergency Services District #5 (" Beneficiary"), located at 210 West Moore Street Kyle, TX 78640 on the date below written.

SECTION 1 – FUNDING

The parties acknowledge that funding for this Agreement comes solely as a grant made of a sum not to exceed $3,000,000 in funds received from Hays County allocation of American Rescue Plan (ARP) State and Local Fiscal Recovery Fund (SLFRF), CSLFRF Assistance Listing Number Hays County ALN 21.027. As such, ARP funding must be administered by Hays County for utilization in accordance with eligible ARP activities as described under subsection (c)(1) of Section 603 of Title VI of the Social Security Act, as added by Section 9901 of ARP. Hays County does not have any obligation or commitment whatsoever (1) to provide Beneficiary with funds from any other source, or (2) to provide any sum in excess of the amount above set forth allocated hereunder by Hays County. Any public mention of the Grant shall acknowledge Hays County as Funder. Printed copies of said acknowledgement shall be provided to Hays County.

SECTION 2 - EXPENDITURES ELIGIBLE FOR GRANT

Grant funds may be used for any of Grantee's normal operating working capital uses. Working capital is the amount of capital, which is used in day-to-day operations, including but not limited to items such as: payroll, rent, inventory, utilities and interest on loans.

SECTION 3 – BENEFICIARY REPRESENTATIONS AND OBLIGATIONS

Funds are provided to Beneficiary to support continued operations of Beneficiary's current Hays County business/special-purpose unit of local government /non-profit entity (501(c)(3) and 501(c)(19) organizations only).

Beneficiary acknowledges that the use of Grant funds can only be used for working capital on their 127 High Road fire station construction project to mitigate and recover from the increased costs caused by the COVID-19 pandemic induced construction price escalation and to improve response times to impacted and disproportionately impacted populations. The use of grant funds for prohibited expenses or investments may result in an action to recover funds misspent, with interest and such costs as may be allowable by law.

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Grantee certifies, warrants and represents that Beneficiary is in full compliance with and not delinquent in payment of any taxation to which Beneficiary is subject, Beneficiary is a special-purpose unit of local government or a 501(c)(3) or a 501(c)(19) or is a small business that has no more than five hundred (500) full-time equivalent employees as of [Date], 2022 or is a small business concern as defined in section 3 of the Small Business Act (15 U.S.C. 632), and that Beneficiary fully qualifies for receipt of federal funds originally disbursed to Hays County to address negative economic impacts associated with the COVID-19 pandemic.

Beneficiary will provide and cooperate with any information and documentation requests necessary to evaluate compliance with this Agreement, including, without limitation, applicable Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR part 200). Additionally, Beneficiary will provide and cooperate with any information and documentation requests necessary to support subrecipient compliance with administration of ARP funding, including reporting requirements contained in subsection (d) of Section 603 of Title VI of the Social Security Act.

By signing below, *Beneficiary certifies that all of the following statements are true*:

- The business/special-purpose unit of local government /non-profit (501(c)(3) or 501(c)(19) entity only) is located in Hays County and has a valid license or authorization to operate in the State of Texas.
- The Beneficiary is either:
    - A special-purpose unit of local government
    - A 501(c)(3); or
    - A 501(c)(19); or
    - A small business concern as defined in section 3 of the Small Business Act (15 U.S.C. 632); or
    - A small business that has no more than 500 payroll employees as of July 14th, 2022.
- The Beneficiary experienced a financial loss or hardship due to the COVID-19 crisis and the working capital need to be supported by this grant is connected to the COVID-19 emergency and subsequent recovery.
- Beneficiary agrees and certifies that the funds will be spent for working capital expenses, and are not required to be used to pay for governmental related expenses (i.e. taxes, licenses, or governmental fees.)
- The working capital will be used to continue operations of the business/special-purpose unit of local government /non-profit entity.
- Beneficiary will return any unused funds to Hays County if the business awarded goes out of business before all of the funds are spent.
- Beneficiary has not been suspended or debarred in connection with any federal procurement.
- Beneficiary is not actively pursuing a bankruptcy declaration.
- Beneficiary does not have any Federal, State or Local Tax Liens.
- Beneficiary is not any of the following:
    - K-12 School
    - College or university

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        - Library
        - A nonprofit *other than* a 501(c)(3) or (19).
- Additionally, by signing below:
    - Beneficiary certifies that it has not received Funding (private, state, or federal) for the same expenses covered by the proceeds of this grant.
    - Beneficiary certifies that [44] employees were employed by the business/special-purpose unit of local government/non-profit as of [Date], 2022.

SECTION 4 - NONDISCRIMINATION CLAUSE

During the performance of this Agreement, Beneficiary covenants and agrees to comply with all federal and state nondiscrimination laws, including but not limited to, 42 U.S.C. 12101 et seq., the Americans with Disabilities Act (ADA).

SECTION 5 – MISCELLANEOUS

A. Compliance with Laws: Beneficiary covenants and agrees to comply with all existing applicable laws, ordinances, codes, regulations, and lawful orders of local, state and federal governments (including the publicly available terms of the Grant), all as now in effect or hereafter amended.

B. Unilateral Termination: Notwithstanding any other provisions of this Agreement, either party may terminate this Agreement by providing written notice of such termination, specifying the effective date thereof, at least thirty (30) days prior to such date.

C. Survival: The terms, conditions and obligations undertaken by the parties herein that by their sense and context are intended to survive the completion of performance or earlier termination of the Agreement shall so survive. Termination shall not in any event terminate this Agreement with respect to any actions or omissions by Beneficiary made or taken before such termination.

D. Defense and Indemnity: Beneficiary agrees to defend, indemnify and hold Hays County, its officers, directors, agents, employees and assigns from and against any and all claims, suits, judgments or orders resulting or alleged to have resulted from this Grant Agreement or Beneficiary's performance or lack thereof hereunder.

E. No Third-Party Beneficiary: This Agreement shall not be construed as a third-party beneficiary contract, being exclusively between the named parties herein, and is not entered into for the benefit of Beneficiary's creditors irrespective of status.

F. Dispute Resolution: Except as otherwise provided herein, if a bona fide dispute arises among the parties, their respective chief executives will confer in an effort to negotiate a resolution within ten (10) business days such dispute arises. This effort shall precede any judicial or quasi-judicial action with respect thereto, provided that the failure or refusal of any party to participate in such negotiate shall eliminate tis condition precedent to judicial or quasi-judicial action.

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G. Governing Law and Venue. This Agreement shall be construed and enforced in accordance with the laws of the State of Texas, to the jurisdiction of which the parties hereby submit. Venue in any suit arising out of this Agreement shall lie in a District Court in Hays County, Texas, or in the United States District Court—Western District, Austin Division, if applicable.

H. Assignment: Neither this Agreement nor any right or claim hereunder shall be transferred or assigned by Beneficiary without the prior consent of Hays County which consent may be withheld for any reason deemed sufficient by Hays County.

I. Notices: Notices may be hand delivered or emailed. In each case when delivered, or sent first class US Mail postage prepaid effective three business days after mailing, and in any case to the person and address indicated below or if different, to the address indicated in the last notice provided by the other party.

J. Severability: If any term or condition hereof, or application thereof to any person or circumstance is held invalid, such invalidity shall not affect any other terms, conditions or applications of the Agreement that can be given effect without such term, condition or application, to which end the terms hereof are declared severable.

K. Integration: This Agreement and any exhibits hereto represent the entire agreement between the parties. No other understandings, oral or written in any form, shall be binding upon any party hereto, provided that Beneficiary's application for the Grant shall remain effective for purposes of inducing the Grant.

L. Public Disclosure: The transaction evidenced by this Agreement is subject to such publicity & public records accessibility as Hays County, or their designees may from time to time determine. This right shall expressly survive termination of this Agreement for any reason. Beneficiary understands that any assurance in any form to the contrary is unauthorized and void.

All of the above is understood and confirmed as accurate and the Beneficiary as eligible and agreed to as a condition of accepting the Grant under this Agreement created _____ through December 31, 2026.

SECTION 6 – PAYMENT

A. Amount of Grant: The amount to be paid to the Beneficiary for the provision and administration of Eligible Activities under this Grant Agreement shall be the total budget amount included in the Section 1 of this Grant Agreement, payable as follows: Fifty percent (50%) of the total amount of SLFRF Funds (Initial Payment) authorized under this Grant Agreement shall be payable upon execution of this Agreement and the remaining fifty percent (50%) of the SLFRF Funds authorized under this Agreement (Final Payment), shall be payable upon verification of completed project work, validation of actual expenditures and subject to compliance with the voucher procedures as described below.

B. Vouchers; Voucher Review, Approval and Audit: Initial Payment and Final Payment shall be made to the Beneficiary as authorized in Section 6 (A) above and shall be expressly

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contingent upon (i) the Beneficiary submitting a claim voucher (the "Voucher") in a form satisfactory to the County, that (a) states with reasonable specificity the Eligible Activities performed and the payment requested as reimbursement for such Eligible Activities, (b) certifies that the Eligible Activities performed and the payment requested are in accordance with the terms of this Grant Agreement, and (c) is accompanied by documentation satisfactory to the County supporting the amount claimed, including, where applicable, a certified payroll statement setting forth the names, positions and salaries paid by the Beneficiary during the preceding month, and (ii) review, approval and audit of the Voucher by the County Auditor or his or her duly designated representative (the "Auditor"). Drawdowns for the payment of eligible expenses shall be made against the Eligible Activities specified herein and in accordance with applicable performance requirements.

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IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on the dates written below.

BENEFICIARY: Hays County Emergency Services District #5

Owner Name: Beth Smith

Owner Title: President

SIGNATURE:

DATE

[Name]

[Department]

[Title]

TYPED SIGNATURE

DATE

DRAFT

2022

HCTX104_Emergency Service District #5

HAYS COUNTY ARPA SLFRF PROJECT

HCTX104_Emergency Service District #5

1 Emergency Service District #5 Overview 2
1.1 Designating a Public Health Impact 2
1.2 Designing a response to a pandemic harm 5
1.3 Program Summary 6
2 Comparative Analysis 7
2.1 Reasonableness & Proportionality 7
2.2 Comparison of Proposed Capital Project 8
3 Eligibility 9
3.1 Final Rule 9
3.2 Disproportionately Impacted Communities 9
3.3 Special-Purpose Units of Government 10
3.4 Capital Expenditure 10

DRAFT

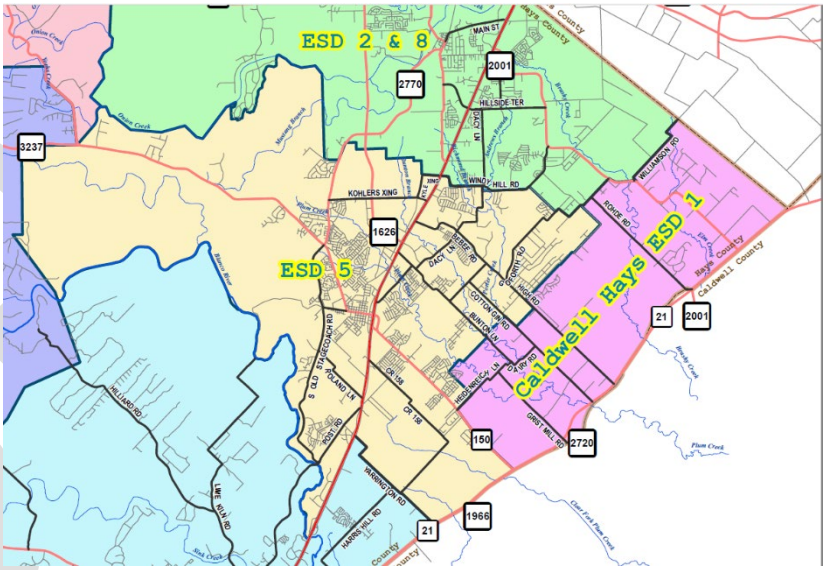
1 EMERGENCY SERVICE DISTRICT #5 OVERVIEW

1.1 DESIGNATING A PUBLIC HEALTH IMPACT

Hays County Emergency Services District #5 (ESD 5) is the political subdivision established by local voters for the purpose of raising money through ad valorem taxes on all real property located within the district. An emergency services district is a grassroots governmental entity that provides fire protection or emergency medical response (or a combination of the two) to Texans. ESD 5 provides fire and Emergency Medical Services (EMS) to residents of Hays County. Prior to October 1, 2012, ESD 5 contracted with the then Kyle Fire Department (KFD) and formally the Kyle Volunteer Fire Department (KVFD), to provide emergency response and fire protection services within the boundaries of ESD 5. On October 1, 2012, the ESD 5 acquired in whole the assets, property and personnel formally associated with the KFD.[1]

ESD 5's service area spans from the borders of Dripping Springs and Wimberly in the West to the Hays County line in the East. On its northern border is the Buda city limits. The southern border is the Blanco River and San Marcos city limits. The ESD 5 service area east of I-35 is where some of the lowest median income ($45,610.01 - $68,021.01) residents live in Hays County (Figure 2), along with the highest concentration of persons of Hispanic origins (Figure 3) and Black or African American (Figure 4)[2].

Figure 1: ESD 5 Service Area



In a study of 13 states from October to December 2020, the CDC found that Hispanic or Latino and Native American or Alaska Native individuals were 1.7 times more likely to visit an emergency room for COVID-19 than White individuals, and Black individuals were 1.4 times more likely to do so than White individuals.[3] Recent data from the CDC shows that Black and Hispanic or Latino persons, respectfully, are 2.2 and 2.1 times more likely to be hospitalized for COVID-19 as well as 1.7 and 1.8 times more likely to die from the disease[4]. Rate ratios are compared to White, Non-Hispanic persons. A county-level statistical analysis spearheaded by Rice University has found that early deaths statewide in Texas were disproportionately concentrated in Black and Hispanic communities.[5]

[1] Hays County Emergency Services District #5 Kyle Fire Department Request for Proposal (RFP) for Audit Services
[2] Figures 2 through 4 are from https://egis.hud.gov/cpdmaps/
[3] Sebastian D. Romano et al., Trends in Racial and Ethnic Disparities in COVID–19 Hospitalizations, by Region—United States, March– December 2020
[4] Risk for COVID-19 Infection, Hospitalization, and Death By Race/Ethnicity | CDC
[5] Race and ethnic minority, local pollution, and COVID-19 deaths in Texas|2022

Between January 1, 2020, and July 1, 2021, ESD 5's response times for emergency services, including EMS, into 2010 Census Tract 109.07 (109.07) east of I-35 was in excess of ten minutes. In contrast the response time closer to Kyle Fire Station 1 and 2 located along I-35 could be under six minutes. This demonstrates the slower response times to the most vulnerable areas[6] of Hays County, as measured by the COVID-19 Community Vulnerability Index (CCVI), and the areas with the highest Hispanic populations, who account for 41.2% [7]of COVID-19 cases in the County.

Figure 2:Hays County Median Household Income

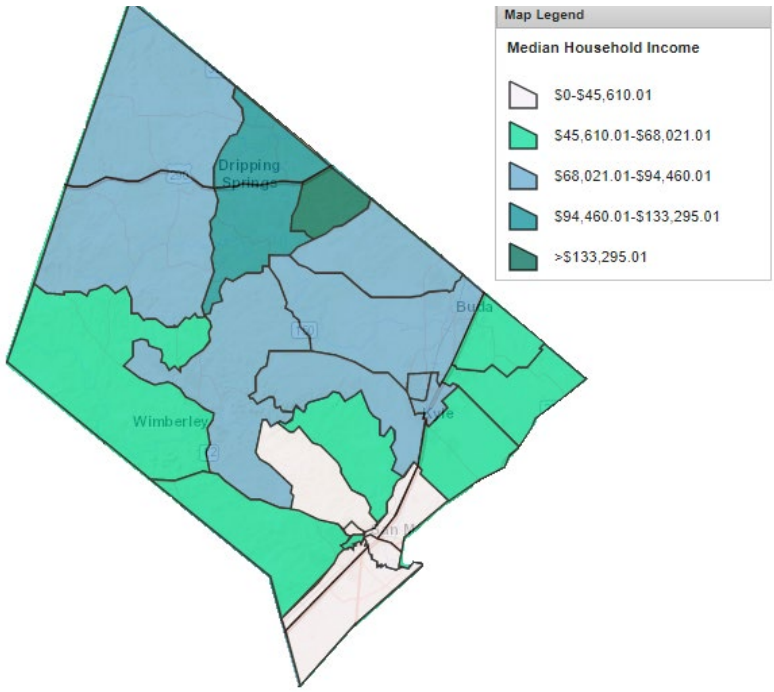
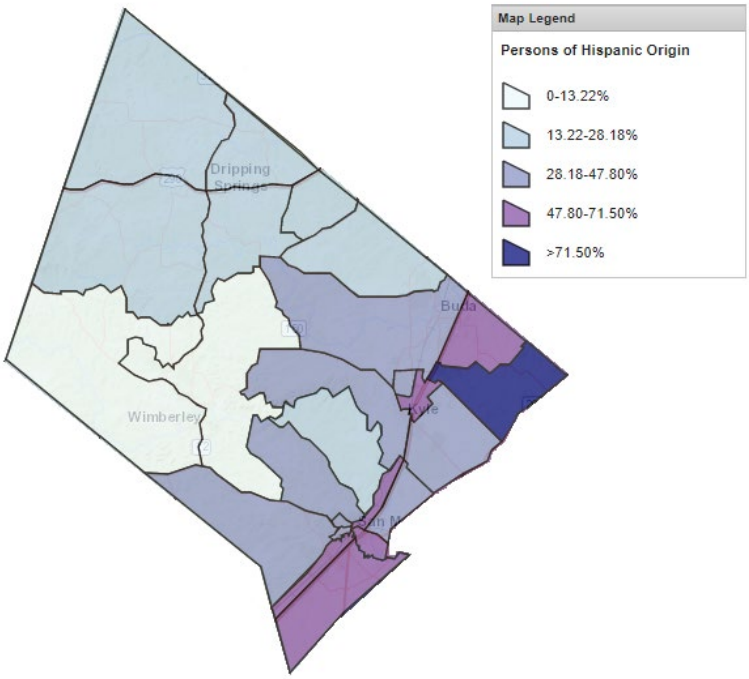


Figure 3:Persons of Hispanic Origin



Further adding to the strain on ESD 5's resources is the mileage traveled to these distant locations. Fleet replacement is a major capital expense for EMS agencies. Many services have a defined time or mileage trigger that is used to determine when it's time to replace a vehicle. For light-duty chassis ambulances, regardless of if it's a pick-up truck/module (Type I) a van (Type II) or a van cutaway/module, services frequently replace vehicles at 250,000 miles or five years[8]. ESD 5's excess mileage traveling to underserved areas is adding to the district's expenses.

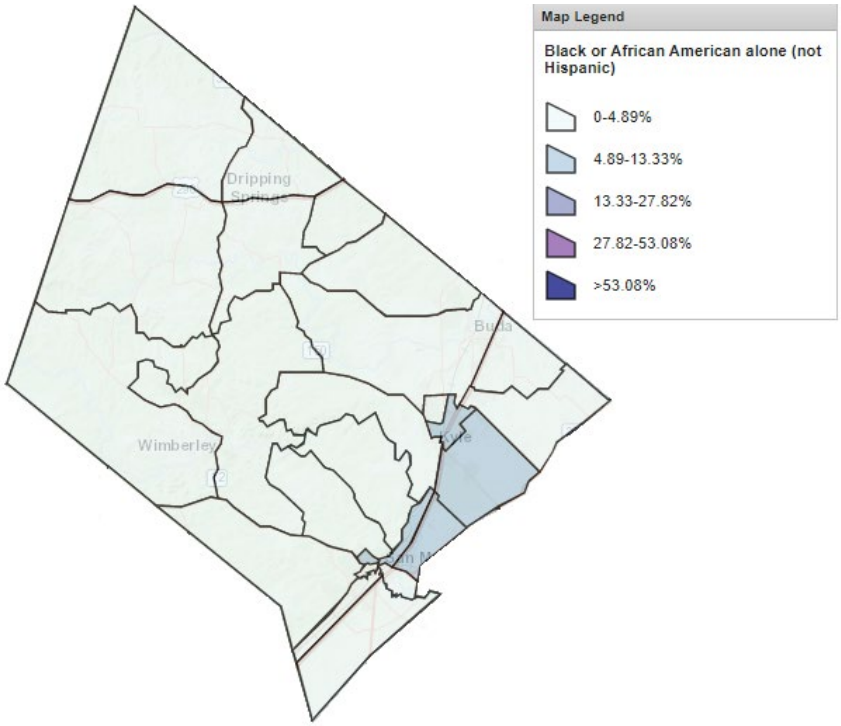
6 https://www.precisionforcoviddata.org/?metricId=ccvi&geoLevel=tract&fipsCode=48209&focusLevel=county&focusFips=48209

7 https://www.hayscisd.net/Page/13580

8 https://www.ems1.com/ems-products/financial-services/articles/why-extending-the-vehicle-replacement-cycles-makes-sense-6UAkT6x962xPmL1G/

Renovating the fire station at 127 High Road is a proposal to alleviate the impacts on ESD 5 by the public health emergency and servicing the disproportionately impacted concentrated in 109.07.

Figure 4:Black or African American alone



However, much media attention has been paid to the rising cost of materials and construction products due to global supply chain issues exacerbated by the pandemic. ESD 5's fire station project has been negatively impacted by these economic factors. Certain material prices were especially prone to wild fluctuations, such as steel (whose average costs more than doubled since the start of the pandemic) and lumber and plywood (whose price also doubled one year into the pandemic but has come back down). Other materials, like glass, drywall, and plastic construction products saw sharper price increases than other materials during this time. But price spikes were not simultaneous, and they didn't occur until well into the pandemic.

According to the bureau of Labor Statistics from February 2020, the month before the COVID-19 pandemic began to affect the economy, nonresidential construction input prices were 39.2% higher in March 2022, continuing a staggering inflationary run that has characterized much of the pandemic.

Figure 5: Producer Price Index, March 2022

	1-Month % Change	12-Month % Change	% Change Since Feb 2020
Inputs to Construction	2.9%	24.4%	39.1%
Inputs to Nonresidential Construction	2.8%	25.0%	39.2%
Plumbing Fixtures and Fittings	0.5%	6.8%	9.0%
Fabricated Structural Metal Products	0.4%	36.0%	49.6%
Iron and Steel	1.4%	36.0%	90.1%
Steel Mill Products	-4.9%	42.9%	103.1%
Nonferrous Wire and Cable	4.4%	26.3%	48.1%
Softwood Lumber	7.6%	22.9%	136.2%
Concrete Products	0.2%	9.9%	12.8%
Prepared Asphalt, Tar Roofing & Siding Products	1.6%	22.6%	29.2%
Crude Petroleum	7.2%	62.2%	101.7%
Natural Gas	-30.1%	62.9%	201.2%
Unprocessed Energy Materials	-11.2%	58.7%	116.4%

Source: U.S. Bureau of Labor Statistics

The original cost estimate for the ESD 5's new fire station in September of 2021 was between $3,225,000 to $3,400,000. A July 2021 estimate had an estimate of $4,731,00 on average.

1.2 DESIGNING A RESPONSE TO A PANDEMIC HARM

In an effort to improve response times and better serve a disproportionately impacted population in an underserved area of Hays County, ESD 5 is proposing renovating the ~8,203 square foot fire station at 127 High Road. The larger red dot on Figure 6 and Figure 7 represents the location of the improved station on land already owned by Hays County ESD 5. Note that High Road is the border for 109.07.

Figure 6:Fire Station Location

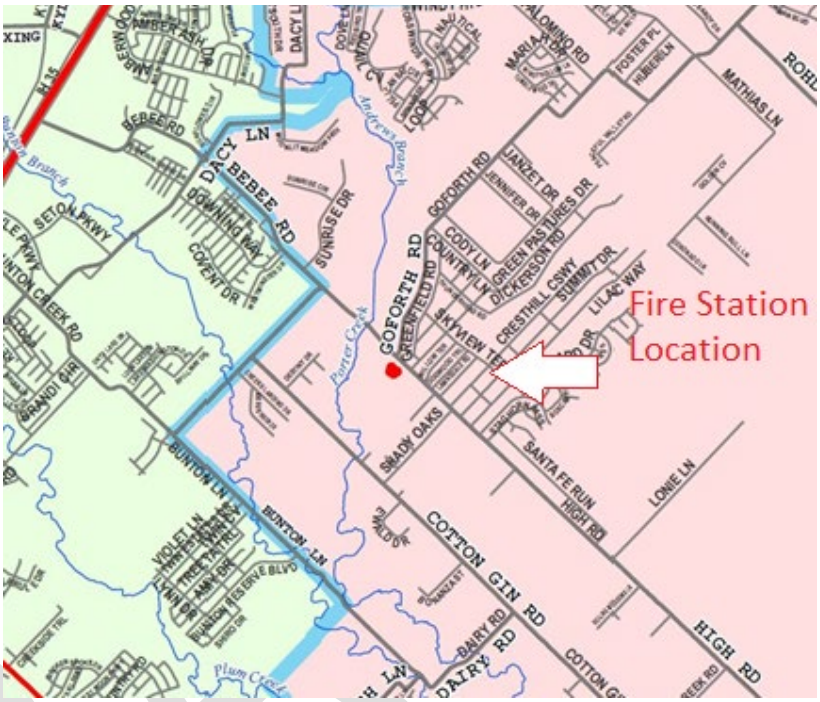
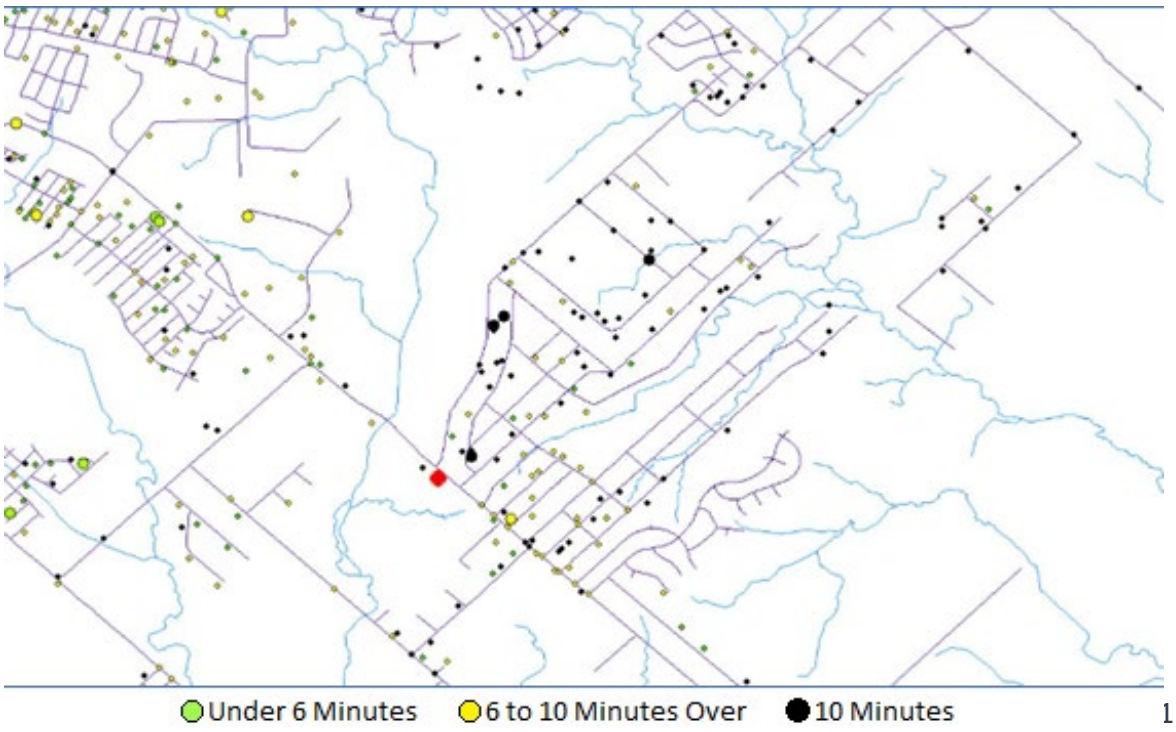


Figure 7 shows emergency responses between January 1, 2020 and July 1, 2021. The colors of the dots represent response times to the area. These only include emergency responses. All other responses were omitted.

Figure 7: Emergency Response Times



The larger dots represent building fires responded to. The smaller ones are all other emergency responses, including emergency medical services. As shown, the majority of responses to the areas surrounding the proposed station location are over ten minutes, as denoted by the black dots. On average, a minute increase in response time increases mortality by between 8 and 17%.[9] Having a staffed station at the designated location would vastly improve services to a population disproportionately impacted by the public health emergency, drastically reducing response times to the area, increasing COVID-19 and future pandemic treatment capacity.

Under the Coronavirus State and Local Fiscal Recovery Funds (SLFRF) Responding to the public health emergency or its negative economic impacts eligible use category, Hays County will mitigate ESD 5's financial hardship from the increased costs caused by pandemic induced construction price escalation and the impact on ESD 5 in responding to the disease itself (COVID-19 mitigation and prevention) while simultaneously providing services to address health disparities of a disproportionately impacted population. Plans for the 127 High Road include sleeping area for 7 fire and EMS personnel, three apparatus bays to provide space for a fire engine, brush truck and San Marcos/Hays County EMS ambulance will greatly improve ambulance response times to the Uhland and Niederwald areas. Through a grant of $3,000,000 to ESD 5 they will be able to:

- Recover the increased cost of their construction project; and
- Decrease response times to black, Hispanic, and low- or moderate-income households; and
- Increase maintenance cycles on response vehicles

1.3 Program Summary

ESD 5 submitted an application for grant funds to Hays County for a pre-engineered metal building (PEMB) fires station with light gage steel mezzanine and emergency weather shelter and increased costs due to the pandemic. Plans for the station include sleeping area for 7 fire and EMS personnel, three apparatus bays to provide space for a fire engine, brush truck and San Marcos/Hays County EMS ambulance. The applicant provided the Order Implementing the Results the Special Election of June 21, 2003 converting to a district operating under Health and Safety Code Chapter 775. Emergency Services Districts to support the eligibility of ESD 5 as a beneficiary. Documentation supporting the pandemic induced increase in cost of the ESD 5 fire station are estimates of construction cost from 2021 and 2022. A cost analysis of the price increase and overall cost of the project was completed to determine cost reasonableness and proportionality to the harm experienced.

The validation and cost reasonableness analysis determined ESD 5 can demonstrate a pandemic related need up to $7,067,700. ESD 5's award is $3,000,000.

[9] DO EMERGENCY MEDICAL SYSTEM RESPONSE TIMES MATTER FOR HEALTH OUTCOMES? 2012

2 COMPARATIVE ANALYSIS

2.1 REASONABLENESS & PROPORTIONALITY

According to the Bureau of Labor Statistics from February 2020, the month before the COVID-19 pandemic began to affect the economy, nonresidential construction input prices are 39.2% higher. ESD 5's fire station construction estimate change can be measured against this index. The original estimate for construction from September 2021 was $3,225,000 to $3,400,000. The July 2022 estimate increased this price to $4,631,000 on average, or between $4,236,000 to $5,226,000. The cost difference between the two averages is $1,418,500, about a 42.8% increase roughly in line with the Bureau of Labor Statistics' 39.2%.

Low Estimate	High Estimate	Average	Time
$3,225,000	$3,400,000	$3,312,500	9/15/2021
$4,236,000	$5,226,000	$4,731,000	7/29/2022
$1,011,000	$1,826,000	$1,418,500	Delta
		42.8%	**Percent Change**

EMS response time has an effect on health outcomes and life. On average, a minute increase in response time increases mortality by between 8 and 17%. A 1996 meta study determined that the incremental cost effectiveness for a 48-second improvement in response time in non-fire-based one-tiered systems (ALS) was $368,000 per quality-adjusted life year (QALY).[10] The QALY is the basic unit used for health care cost-effective analysis and is equivalent to one year at full health for one individual, resulting from improved treatment. Adjusted for inflation that 48 seconds, or .8 minutes, is now $706,150. The improvement of response times by 4 minutes in 2022 dollars would be worth $3,530,750 per QALY.

Incremental 48 Sec Decrease	Benefit/QALY	Inflation Adjustment[11]
0.8	$368,000	$706,150
1.6	$736,000	$1,412,300
2.4	$1,104,000	$2,118,450
3.2	$1,472,000	$2,824,600
4	$1,840,000	$3,530,750
4.8	$2,208,000	$4,236,900
5.6	$2,576,000	$4,943,050
6.4	$2,944,000	$5,649,200

The increase in costs supplied by ESD 5 are in line with the pandemic induced rise in construction cost. The decreased response time to the area of Hays County where most of the black, Hispanic, and low- or

[10] Cost-effectiveness analysis of potential improvements to emergency medical services for victims of out-of-hospital cardiac arrest

[11] https://www.bls.gov/data/inflation_calculator.htm

moderate-income households reside yields a benefit in-line with the cost of construction of the fire station. The grant amount requested is reasonable.

2.2 Comparison of Proposed Capital Project

Comparison of proposed capital project against at least two alternative capital expenditures and demonstration of why the proposed capital expenditure is superior. Recipients should consider the effectiveness of the capital expenditure in addressing the harm identified and the expected total cost (including pre-development costs) against at least two alternative capital expenditures.

2.2.1 ESD 8 Fire Station New Construction

The capital expenditure is in response to the need to decrease response times to a disproportionately impacted population. Renovating a fire station in the area of the impacted population to house EMS services solves this by staging ambulances closer to the areas where response time is higher. EMS has a shorter distance to travel in response to the call.

ESD 8 is building an improved property to establish its fire station on Lois Lane for a similar purpose. The building is planned to be ~9,357 square foot new purpose-built facility will be a combination of heavy and lightweight pre-engineered metal building, engineered and designed for 50 years of use. We will use the lower price from the Lois Lane 7/14/2021 estimate as a baseline of $3,750,000. This yields a price of $401 per square foot for Lois Lane.

The lower price from ESD 5's 9/15/2021 estimate was $3,225,000 for a ~8,203 square foot fire station at 127 High Road. This yields a price of $393 per square foot for 127 High Road. The difference in price per square foot is $8, a nominal 2%.

2.2.2 Additional Ambulances

Advanced life support (ALS) ambulances are staffed by a paramedic, transport patients who require a higher level of medical monitoring. Patients who require ALS transport may include medical/surgical patients with continuous IV medicine, patients on a cardiac monitor, patients moving to a higher level of care, or patients on a chronic ventilator. The paramedics and EMTs who staff the ALS ambulances have a high level of training and are allowed to start IVs, administer medications, and give injections to help stabilize the patient on the way to a nearby trauma center.

Recent estimates from the San Marcos Hays County EMS place the cost of an ALS ambulance at $398,397.50.[12] $3,000,000 would equal approximately 7 ½ ALS ambulances. An increase in ALS ambulances could be effective in response to increased call volume. However, the purpose of this capital expenditure is to reduce response time to calls.

As noted above, a 48-second improvement in response time is $706,150.05 per QALY. The equivalent value would be about 2 ALS ambulances, but those 2 ambulances would not decrease response time if launched from Kyle Fire Station 1 or 2. Therefore, the capital expenditure on ALS ambulances would yield a $0 benefit to the goal of improved response time without a fire station closer to the disproportionately impacted population.

[12] HCTX107_EMS Ambulances PW

3 ELIGIBILITY

3.1 FINAL RULE[13]

(b) Responding to the public health emergency or its negative economic impacts. A recipient may use funds to respond to the public health emergency or its negative economic impacts if the use meets the criteria provided in paragraph (b)(1) of this section or is enumerated in paragraph (b)(3) of this section; provided that, in the case of a use of funds for a capital expenditure under paragraphs (b)(1) or (b)(3) of this section, the use of funds must also meet the criteria provided in paragraph (b)(4) of this section. Treasury may also articulate additional eligible programs, services, or capital expenditures from time to time that satisfy the eligibility criteria of this paragraph (b), which shall be eligible under this paragraph (b).

> (1) Identifying eligible responses to the public health emergency or its negative economic impacts.
>
> > (i) A program, service, or capital expenditure is eligible under this paragraph (b)(1) if a recipient identifies a harm or impact to a beneficiary or class of beneficiaries caused or exacerbated by the public health emergency or its negative economic impacts and the program, service, or capital expenditure responds to such harm.
> >
> > (ii) A program, service, or capital expenditure responds to a harm or impact experienced by an identified beneficiary or class of beneficiaries if it is reasonably designed to benefit the beneficiary or class of beneficiaries that experienced the harm or impact and is related and reasonably proportional to the extent and type of harm or impact experienced.

3.2 DISPROPORTIONATELY IMPACTED COMMUNITIES

Step 1. Identify a COVID-19 public health or negative economic impact on an individual or a class. Recipients should identify an individual or class that is "impacted" or "disproportionately impacted" by the COVID-19 public health emergency or its negative economic impacts as well as the specific impact itself.

- "Impacted" entities are those impacted by the disease itself or the harmful consequences of the economic disruptions resulting from or exacerbated by the COVID- 19 public health emergency. For example, an individual who lost their job or a small business that saw lower revenue during a period of closure would both have experienced impacts of the pandemic.

Recipients also have broad flexibility to identify a "class" – or a group of households, small businesses, or nonprofits – that experienced an impact. In these cases, the recipients should first identify the class and the impact that it faced. Then, recipients only need to document that the individuals served fall within that class; recipients do not need to document a specific impact to each individual served. For example, a recipient could identify that restaurants in the downtown area faced substantial declines in revenue due to decreased foot traffic from workers; the recipient could develop a program to respond to the

[13] 31 CFR 35.6(b)

impact on that class and only needs to document that the businesses being served are restaurants in the downtown area.

Step 2. Design a response that addresses or responds to the impact. Programs, services, and other interventions must be reasonably designed to benefit the individual or class that experienced the impact. They must also be related and reasonably proportional to the extent and type of impact experienced. For example, uses that bear no relation or are grossly disproportionate to the type or extent of the impact would not be eligible.

3.3 Special-Purpose Units of Government[14]

Special-purpose units of local government are not eligible to receive an award as a recipient under the SLFRF program; however, a state, territory, local, or Tribal government may transfer funds to a special-purpose unit of government to carry out a program or project on its behalf as a subrecipient. Special-purpose districts perform specific functions in the community, such as fire, water, sewer or mosquito abatement districts. A recipient can also provide funds to an entity that is special-purpose government for the purpose of directly benefitting the entity as a result of the entity experiencing a public health impact or negative economic impact of the pandemic.

3.4 Capital Expenditure

The total expected capital expenditure of the fires station renovation is over $1 million. The final rule clarifies that recipients may use funds for capital expenditures that support an eligible COVID-19 public health or economic response. Primary care clinics, hospitals, integration of health services into other settings, and other investments in medical equipment & facilities designed to address health disparities is an enumerated project to respond to disproportionately impacted communities.

3.4.1 Description of the harm or need to be addressed

Recipients should provide a description of the specific harm or need to be addressed and why the harm was exacerbated or caused by the public health emergency. Recipients may provide quantitative information on the extent and the type of harm, such as the number of individuals or entities affected.

In Section 1.1 evidence is provided that demonstrates the need for the capital expenditure in detail.

3.4.2 Explanation of why a capital expenditure is appropriate

Recipients should provide an independent assessment demonstrating why a capital expenditure is appropriate to address the specified harm or need. This should include an explanation of why existing capital equipment, property, or facilities would be inadequate to addressing the harm or need and why policy changes or additional funding to pertinent programs or services would be insufficient without the corresponding capital expenditures.

For example, recipients should include an explanation of why existing equipment and facilities, or policy changes or additional funding to pertinent programs or services, would be inadequate.

The existing fire station at 127 High Road is being renovated to address the harm of increased EMS response time to a disproportionately impacted population. Response time is a physical limitation of

[14] Coronavirus State and Local Fiscal Recovery Funds Final Rule: Frequently Asked Questions 1.3|July 27, 2022

DRAFT

time and distance traveled that cannot be adequately addressed through policy. The impact of response time on health outcomes is detailed in Section 2.1. A comparison of alternatives is presented in Section 2.2.

DRAFT

HAYS COUNTY

American Rescue Plan State and Local Fiscal Recovery Fund Grant Application

Applicant Information

Applicant Name	HAYS COUNTY EMERGENCY SERVICES DISTRICT #5		
Address	210 W MOORE STREET		
City	KYLE	State	TX
Zip Code	78640-5683		
Organization Type	Special-purpose units of local government		
Telephone	(512) 657-0238		
Point of Contact	KYLE TAYLOR		
Title	FIRE CHIEF		
DUNS, UEI, or EIN Number	E4HPZS7A5XJ1		
Amount Requested	$3,000,000.00		

Eligibility

1	Is the Organization a 501(c)(3), 501(c)(19), or a special-purpose units of local government?	Yes	
2	Is the organization located in Hays County and possessing a valid license or authorization to operate in the State of Texas?	Yes	
3	Is the Organization currently in operation?	Yes	
4	What is the Period of Performance for this grant?	March 3, 2021 through December 31, 2026	
5	Does anyone with any ownership or other financial or management control of this Organization work for Hays County, or have any other conflict of interest with Hays County?	Yes	Board President Beth Smith is employed by Hays County in an elected position of JP2.
6	Has any federal, state, or local funding been received for this service or program?	No	

HAYS COUNTY

6a If yes to 6, provide information including:

Name of Funding Source	
Amount	
Date Received	
Other	

Eligibility Documentation

7 Proof of 501(c)(3), 501(c)(19), or special-purpose units of local government :

Form 990 IRS Filing 2019 or later	
IRS Determination Letter	
Texas Exemption Verification Letter	
Other	
Specify:	district creation documents

8 Documents showing increased cost due to the pandemic:

Proof of Payment (general ledger, canceled check, electronic funds transfer, etc.)	
Invoices for Costs	
Estimates for Costs	X
Labor Hours and Rates	
Change Orders	
Other	
Specify:	

9 Documents showing the increase in need generated by the pandemic:

Specify:	Documented response times of emergency services dispatched from existing fire stations to disproportionately impacted populations

10 Documents showing decreased revenue:

Other	
Specify:	

HAYS COUNTY

Certifications

11 I certify that organization does not and shall not discriminate on the basis of race, color, religion (creed), gender, gender expression, age, national origin (ancestry), disability, marital status, sexual orientation, or military status, in any of its activities or operations.

Initials _____

12 Maintenance of Records: If granted an award applicant will retain financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to the award for a period of three years from the date of submission of the final expenditure report.

Initials _____

13 Financial and Audit Management: The applicant will be required to follow the provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR 200) (the Uniform Guidance).

Initials _____

_____
Signature

_____
Print Name

_____
Title

_____
Date

HAYS COUNTY RURAL FIRE PREVENTION DISTRICT NO. 5

Order Implementing the Results
of the
Special Election of June 21, 2003

WHEREAS, a special election was held on June 21, 2003, pursuant to Chapter 794, Texas Health & Safety Code, on the issue of the conversion of the District from a district operating under Chapter 794, Health & Safety Code, to a district operating under Chapter 775, Health & Safety Code; and,

WHEREAS, the District has declared the election results to be in favor of conversion as of June 25, 2003, after all appropriate meetings and action, and in compliance with all applicable law; and,

WHEREAS, the District automatically converts to an emergency services district operating under Chapter 775, Health & Safety Code effective on the 30th day after the date on which the election results are declared; and,

WHEREAS, the District officially became an emergency services district as of July 25, 2003:

BE IT HEREBY RESOLVED AND ORDERED:

1. The District hereby adopts the above preamble and facts stated therein as true and correct and as findings of fact and conclusions of law.

2. The district formerly known as Hays County Rural Fire Prevention No. 5, is, as of July 25, 2003, now known as Hays County Emergency Services District No. 5.

3. This Order is effective as of July 25, 2003.

4. This Order shall serve as proper notice to any individual or entity of the change in the District's name, without further action of the District.

ISSUED THE 25TH DAY OF JULY, 2003

HAYS COUNTY EMERGENCY
SERVICES DISTRICT NO. 5

By:
Beth Smith
President

002

05/02/2003 FRI 10:42 FAX

ORDER UPON HEARING OF PETITION REQUESTING CREATION OF A RURAL FIRE PREVENTION DISTRICT

THE STATE OF TEXAS)

COUNTY OF HAYS)

WHEREAS, on the 6th day of July, 1987, came on to be heard and considered a petition signed by James Miller, Michael Schmickle and others, requesting the creation and organization of a rural fire prevention district in Hays County, Texas, to be known and designated as "Hays County Rural Fire Prevention District No. 5";

WHEREAS, this Commissioners Court, having heard said Petition and all issues in respect to the creation of said proposed District, has found and determined and hereby finds and determines that said Petition was signed by not less than one hundred (100) of the qualified voters who own taxable real property within the proposed District; that on June 5, 1987, said Petition was duly presented to the County Judge of Hays County, Texas; that on June 5, 1987, said County Judge found said Petition to be in proper form and filed same with the County Clerk of Hays County, Texas; that this Commissioners Court on June 8, 1987, at its next session following the filing of said Petition, set the place, day and hour when it would hear and consider said Petition; that notice of said hearing was duly issued by the County Clerk of Hays County, Texas, and posted and published in the manner and for the times required by law; that at the time and place set for the hearing of said Petition this Commissioners Court proceeded to hear said Petition and all issues in respect to the creation of said proposed District; and that all persons interested were permitted to appear before this Commissioners Court in person or by attorney and contend for or to contest the creation of said District, and offer testimony pertinent to any issue thereon; and

WHEREAS, it further appears from the evidence presented upon such hearing, and it is hereby found and determined, that the organization of a District as prayed for is feasible and practicable, would benefit the land included therein, and will be

conclusive to the public safety, welfare and convenience, and aid in the conservation of the real property and natural and human resources within said District; and

WHEREAS, it further appears from the evidence presented upon such hearing, and it is hereby found and determined, that the organization of a District as prayed for is feasible and practicable, would benefit the land included therein, including that portion within the City of Kyle, the City of Mountain City, and the ETJ of San Marcos, and will be conclusive to the public safety, welfare and convenience, and aid in the conservation of the real property and natural and human resources which are within the City of Kyle, the City of Mountain City, and the ETJ of San Marcos, which are within said District; Now, Therefore

BE IT ORDERED BY THE COMMISSIONERS COURT OF HAYS COUNTY, TEXAS:

1. That the statements contained in the preamble of this Order are true and correct and are adopted as findings of fact hereby.

2. That said Petition is hereby granted.

3. That the District prayed for in said petition shall be known and designated as "Hays County Rural Fire Prevention District No. 5", and the boundaries thereof are hereby fixed and determined as set forth in the Petition hereinabove referred to and as described in Exhibit "A" attached hereto and incorporated herein by reference.

4. That an election shall be held within the aforesaid boundaries of said District on August 8, 1987, at which election the following proposition shall be submitted:

PROPOSITION

SHALL THE ORGANIZATION OF HAYS COUNTY RURAL FIRE PREVENTION DISTRICT NO. 5 BE CONFIRMED; AND SHALL THERE BE AUTHORIZED TO BE LEVIED, ASSESSED AND COLLECTED FOR AND ON BEHALF OF SAID DISTRICT AN ANNUAL AD VALOREM TAX IN EACH YEAR NOT TO EXCEED THREE CENTS (.03) ON THE ONE HUNDRED DOLLARS ($100.00) VALUATION OF ALL TAXABLE PROPERTY WITHIN SAID DISTRICT, UNDER AUTHORITY OF ARTICLE III, SECTION 48-d OF THE CONSTITUTION OF TEXAS, AND ARTICLE 2351a-6, V.T.C.S., AS AMENDED?

003

5. That said election shall be held and conducted at:

Pct. 23	Kyle City Hall, Burleson Street
Pct. 25	Johnson Admin. Bldg, Between Kyle & Buda on FM 2770
Pct. 27	Kyle Volunteer Fire Dept., Burleson & Meyers St.
Pct. 29	St. John United Church, Hwy 21
Pct. 48	Rolling Oaks Clubhouse, Driftwood

within the aforesaid boundaries.

6. That on election day the polls shall be open from 7:00 a.m. to 7:00 p.m.

7. That the following persons are hereby appointed officers of said election:

Pct.	Presiding Judge	Alternate Presiding Judge
23	Ethlene Dunham	Hilda Barrera
25	Leslie Young	Philip E. Wilbur
27	Connie Camacho	Minerva Evans
29	Tim F. Sorrells	Robert Ronson
49	Anita Saxon	Bob Tracy

The Presiding Judge shall appoint not less than two (2) nor more than four (4) qualified clerks to serve and assist in holding said election; provided that if the Presiding Judge herein appointed actually serves, the Alternate Presiding Judge shall be on of the clerks.

8. That Joyce A. Cowan and Lisa Meyer are hereby appointed clerks for absentee voting for said election and 401-C Broadway, San Marcos, Hays County, Texas, is hereby designated as the place at which absentee voting both in person and by mail shall be conducted for said election. For the period absentee voting is permitted by law the hours designated for absentee voting shall be from 9:00 A.M. to 5:00 P.M. on each day except Saturdays, Sundays and official State holidays.

9. That voting at said election shall be by paper ballots, and the official ballots for said election shall be prepared in accordance with V.A.T.S. Election Code so as to permit the electors to vote "FOR" and "AGAINST" the aforesaid proposition, which shall be set forth in substantially the following form:

05/02/2003 FRI 10:43 FAX

PROPOSITION

CONFIRMATION OF HAYS COUNTY RURAL FIRE PREVENTION DISTRICT NO. 5 AND LEVY OF DISTRICT TAX

The word "FOR" and beneath the word "AGAINST" shall be made to appear on the left of the proposition. A square shall be printed on the left of each of the words "FOR" and "AGAINST", and each elector shall place an "X" in the square beside the statement indicating the way he or she wishes to vote.

10. That the election materials enumerated in Ch. 213, Acts of the 64th Legislature of Texas, Regular Session 1975, shall be printed and furnished in both English and Spanish for use at the polling place and for absentee voting.

11. That all resident qualified electors in the area of the proposed District shall be permitted to vote at said election.

12. That notice of said election, in substantially the form attached hereto and in Spanish translation thereof, shall be issued and given in the manner provided by law; and the Sheriff shall post one (1) copy thereof at the Courthouse door at least twenty (20) days prior to the date of hearing, and have such notice published in a newspaper of general circulation in the proposed District once a week for two (2) consecutive weeks, the first publication thereof to be made at least twenty (20) days prior to the date of said election.

PASSED AND APPROVED this 6th day of July, 1987.

Don Rains, County Judge

Rafael Gonzales, Comm.
Precinct No. 1

Wayne Ford, Comm.
Precinct No. 2

Craig Payne, Comm.
Precinct No. 3

Oran Rippy, Comm.
Precinct No. 4

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EXHIBIT "A"

THE KYLE RURAL FIRE PREVENTION DISTRICT
HAYS COUNTY, TEXAS

BEING THE PROPOSED KYLE FIRE PREVENTION DISTRICT, OF HAYS COUNTY, TEXAS, SAME BEING APPROXIMATELY 67 SQUARE MILES OF LAND, AND BEING ALL OF VOTING PRECINCT NO. 23 (CITY OF KYLE), AND PORTIONS OF VOTING PRECINCTS NO. 25, NO 27, AND NO. 29, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS, TO-WIT:

BEGINNING at the intersection of County Road No. 159, and State Highway No. 21, same being on the Hays-Caldwell Co. line, and being at the East corner of the South Hays County Rural Fire Prevention District, for the South corner of the Kyle Rural Fire Prevention District herein described;

THENCE, leaving the said Caldwell County, and the State Highway No. 21, with the Northerly line of the said South Hays County Rural Fire Prevention District, the following courses numbered (1) through (3):

(1) NORTHWEST with the said County Road No. 159, to its intersection with Interstate Highway No. 35;

(2) leaving the said County Road No. 159, with the said Interstate Highway No. 35; SOUTHWEST to its intersection with the Blanco River;

(3) leaving the said Interstate Highway No. 35, with the said Blanco River NORTHWEST, to a Northwest corner of the said South Hays County Rural Fire Prevention district, for a Southwest corner of the Kyle Rural Fire Prevention District herein described, same being on a Northeast line of the Wimberley Rural Fire Prevention District;

THENCE, leaving the said Blanco River and the said South Hays County Rural Fire Prevention District, with the Northeast line of the said Wimberley Rural Fire Prevention District, the following courses numbered (4) through (6):

(4) NORTHWEST, to the Southeast corner of the Robert Pace Survey, in the Amelia Wilson League, same being at the Northwest corner of the Frederick Morey Survey, for a corner of the Kyle Rural Fire Prevention District herein described;

(5) leaving the Frederick Morey survey, with the East line of the said Pace Survey and the William H. Lupton Survey, NORTH to the Northeast corner of the said William H. Lupton Survey, same being on the North line of the said Amelia Wilson League, and being approximately at R.M. Highway No. 3237, for the most Westerly corner of the Kyle Rural Fire Prevention District herein described;

(6) leaving the said William Lupton Survey, with the North line of the said Amelia Wilson League, EAST, along the said R.M. 3237 to F.M. Highway No. 150, same being a corner of the said Wimberley Rural Fire Prevention District, and being the Southeast corner of the Northwest Hays County Rural Fire Prevention District No. 4, for a corner of the Kyle Rural Fire Prevention District herein described;

THENCE, leaving the said Amelia Wilson League and the said Wimberley Rural Fire Prevention District, and the said F.M. Highway No. 150, and the said R.M. 3237, with an East line of the said Northwest Hays County Rural Fire Prevention District, NORTHEAST to Onion Creek, same being a South line of the Northeast Hays County Rural Fire Prevention District, for the Northwest corner of the Rural Fire Prevention District herein described;

THENCE, leaving the said Northwest Hays County Rural Fire Prevention District, with the South line of the Northeast Hays County Rural Fire Prevention District, the following courses numbered (7) through (15):

(7) EAST, with the said Onion Creek to its intersection with the West line of the Morton M. McCarver Survey No. 4;

(8) leaving the said Onion Creek, SOUTH, with the West line of the said Morton M. McCarver Survey No. 4, to its intersection with the North line of Mountain City Oaks Subdivision;

(9) leaving the said survey line, EAST, with the North line of the said Mountain City Oaks Subdivision to R.M. Highway No. 2770;

(10) leaving the said Mountain City Oaks Subdivision, with the said R.M. Highway No. 2770, to its intersection with the North line of the Negley Ranch;

(11) leaving the said R.M. Highway No. 2770, with the North line of the said Negley Ranch, EAST to the Northeast corner of the said Negley Ranch, for a corner of the Kyle Rural Fire Prevention District herein described;

(12) SOUTH, with the East line of the said Negley Ranch, joining County Road No. 25, and continuing on, in all, to its intersection with County Road No. 131;

(13) leaving the said County Road No. 25, EAST, with the said County Road No. 131 to its intersection with County Road No. 124;

(14) leaving the said County Road No. 131, SOUTHEAST, with the said County Road No. 124 to its intersection with County Road No. 157;

(15) leaving the said County Road No. 124, NORTHEAST, with the said County Road No. 157 to its intersection with County Road No. 123, for a corner of the Kyle Rural Fire Prevention District herein described;

THENCE, leaving the said County Road No. 157 and the said Northeast Hays County Rural Fire Prevention District, with the said County Road No. 123 the following courses numbered (16) and (17):

(16) SOUTHEAST, to the East corner of the Kyle Rural Fire Prevention District, herein described;

(17) SOUTHWEST, to the East corner of Green Pastures Subdivision;

THENCE, leaving the said County Road No. 123, with the Southeast line of the said Green Pastures Subdivision, SOUTHWEST, to the South corner of the said Green Pastures Subdivision, and County Road No. 127;

THENCE, leaving the said Green Pastures Subdivision, with the said County Road No. 127, SOUTHEAST, to the projection of the Southeast line of that 189.67 acre tract of land conveyed to Nelson Puett by Carl Romann by deed dated October 30, 1967 and recorded in Volume 220, Page 448, Hays County Deed Records, same being at the projection of the Northwest line of that 144.4 acre tract of land conveyed to Sylvester J. Rakowitz by Bill Bonewitz by deed dated March 29, 1944 and recorded in Volume 129, Page 534, Hays County Deed Records, for an East corner of the Kyle Rural Fire Prevention District herein described;

THENCE, leaving the said County Road No. 127, with the Southeast line of the said Puett 189.67 acre tract, the Northwest line of the said Rakowitz 144.4 acre tract, SOUTHWEST to County Road No. 129, for a corner of the Kyle Rural Fire Prevention District herein

THENCE, leaving the said Rakowitz 144.4 acre tract, with the said County Road No. 129, NORTHWEST, to the projection of the Northwest line of that 100 acre tract of land described as "First Tract" as conveyed to Ernest Ewald by Herbert Ewald by deed dated June 7, 1973 and recorded in Volume 259, Page 675, Hays County Deed Records, same being at the projection of the Southeast line of that 96 acre tract of land conveyed to Robert Knispel by Phoenix Mutual Life Insurance Co., by deed dated January 8, 1943, and recorded in Volume 125, Page 637, Hays County Deed Records, for a re-entrant corner of the Kyle Rural Fire Prevention District herein described;

THENCE, leaving the said County Road No. 129, with the Southeast line of the said Knispel 96 acre tract, the Northwest line of the said Ewald "First Tract", SOUTHWEST, passing the South corner of the said knispel 96 acre tract, same being the West corner of the said Ewald "First Tract", and continuing on, in all, to the intersection of County Road No. 151, for a re-entrant corner of the Kyle Rural Fire Prevention District herein desdribed;

THENCE, leaving the said Knispel 96 acre tract, with the said County Road No. 151, SOUTHEAST, to the intersection of the projection of the Southeast line of that 99.97 acre tract of land described in a Contract for Sale by and between Alfred Haberer, Jr. and the Veteran's Land Board of the State of Texas, by instrument dated November 15, 1950, and recorded in Volume 148, Page 337, Hays County Deed Records, same being at the projection of the Northwest line of that 94.63 acre tract described in a Contract for Sale by and between Louis and Gilbert Haberer and the Veteran's Land Board of the State of Texas, by instrument dated December 10, 1958, and recorded in Volume 176, Page 130, Hays County Deed Records, for a corner of the Kyle Rural Fire Prevention District herein described;

THENCE, leaving the said County Road No. 151, with the Southeast line of the said Alfred Haberer, Jr., 99.97 acre tract, the Northwest line of the said Louis and Gilbert Haberer 94.63 acre tract, SOUTHWEST, to the West corner of the said Louis and Gilbert Haberer 94.63 acre tract, same being the South corner of the said Alfred Haberer, Jr., 99.97 acre tract, for a corner of the Kyle Rural Fire Prevention District herein described, and being on the Northeast line of that 151 acre tract of land conveyed to Morris Henry Schmeltekopf, et al, by A. C. and Meta Schmeltekopf by deed dated December 22, 1969 and recorded in Volume 234, Pages 310 through 312, Hays County Deed Records;

THENCE, leaving the said Louis and Gilbert Haberer 94.63 acre tract, with the Southwest line of the said Alfred Haberer, Jr. 99.97 acre tract, same being the Northeast line of the said Schmeltekopf 151 acre tract, NORTHWEST, to the North corner of the said Schmeltekopf 151 acre tract, same being an East corner of that 200.52 acre tract of land conveyed to Walter Schmeltekopf by Emil Schmeltekopf, et al, by deed dated May 21, 1955, and recorded in Volume 166, Page 31, Hays County Deed Records, for a re-entrant corner of the Kyle Rural Fire Prevention District herein described;

THENCE, leaving the said Alfred Haberer, Jr., 99.97 acre tract, with a Southeast line of the said Walter Schmeltekopf 200.52 acre tract, same being a Northwest line of the said Schmeltekopf 151 acre tract, SOUTHWEST, to the intersection of the Southwest line of the Robert Carson Survey A-135, same being the Northeast line of the William Hemphill Survey A-221, for a re-entrant corner of the Kyle Rural Fire Prevention District, herein described;

THENCE, leaving the said Walter Schmeltekopf 200.52 acre tract, with the said Carson-Hemphill Survey line, SOUTHEAST, passing the North corner of that 40.90 acre tract of land conveyed to Arthur Schmeltekopf by George Heidenreich by deed dated May 14th, 1962 and recorded in Volume 191, Page 239, Hays County Deed Records, same being the West corner of that 87.43 acre tract of land conveyed to Norris H. Schmeltekopf, et al, by Arthur L. and Meta Schmeltekopf by deed dated December 10, 1965, and recorded in Volume 209,. Page 34, Hays county Deed Records, passing the East corner of the said A. Schmeltekopf 40.90 acre tract, same being the North corner of that 86.64 acre tract of land conveyed to Wyatt O. Stone by George Heidenreich by deed dated May 14, 1962 and recorded in Volume 191, Page 237, Hays County Deed Records, passing the South corner of the said Carson Survey, same being the west corner of the Albert Pace Survey A-367, passing the South corner of the said Schmeltekopf 87.43 acre tract, same being a West corner of that 87.43 acre tract of land conveyed to W. T. Siebert, et al, by Ella Kruger Schmeltekopf by deed dated July 28, 1969, and recorded in Volume 232, Page 167, Hays County Deed Records, passing the East corner of the said Stone 86.64 acre tract, same being a re-entrant corner of the said Siebert 87.43 acre tract, and continuing on, in all, to County Road No. 152, for a corner of the Kyle Rural Fire Prevention District herein described;

THENCE, leaving the said Pace Survey, with the said County Road 152, SOUTHWEST, to its intersection with F.M. Highway No. 150, for a corner of the Kyle Rural Fire Prevention District herein described;

THENCE, leaving the said County Road No. 152, with the said F.M. Highway No. 150, SOUTHEAST, to its intersection with the aforementioned State Highway No. 21, same being on the aforementioned Hays-Caldwell County line, for a corner of the Kyle Rural Fire Prevention District herein described;

THENCE, leaving the said F.M. Highway No. 150, with the said State Highway No. 21 and the said Hays-Caldwell County line, SOUTHWEST, to the POINT OF BEGINNING. Being the Proposed Kyle Rural Fire Prevention District and containing 67 square miles of land, more or less. Description Prepared June 3, 1987 from public records.

By: _____
Richard Taylor
Registered Public Surveyor #3386

REVISED
KYLE RURAL FIRE PREVENTION DISTRICT
PUBLIC RECORDS
PLAN NO. 4098 REVISED
EO 14318
FNP#8261

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05/02/2003 FRI 10:45 FAX

NOTICE OF ELECTION

TO ALL RESIDENT QUALIFIED ELECTORS OF PROPOSED HAYS COUNTY RURAL FIRE PREVENTION DISTRICT NO. 5:

NOTICE IS HEREBY GIVEN that an election shall be held on August 8, 1987, for and within the boundaries of proposed Hays County Rural Fire Prevention District No. 5, said boundaries being as set forth in Exhibit "A" attached hereto and incorporated herein, at which election the following proposition shall be submitted:

PROPOSITION

SHALL THE ORGANIZATION OF HAYS COUNTY RURAL FIRE PREVENTION DISTRICT NO. 5 BE CONFIRMED; AND SHALL THERE BE AUTHORIZED TO BE LEVIED, ASSESSED AND COLLECTED FOR AND ON BEHALF OF SAID DISTRICT AN ANNUAL AD VALOREM TAX IN EACH YEAR NOT TO EXCEED THREE CENTS (.03)ON THE ONE HUNDRED DOLLARS ($100.00) VALUATION OF ALL TAXABLE PROPERTY WITHIN SAID DISTRICT, UNDER AUTHORITY OF ARTICLE III, SECTION 48-d OF THE CONSTITUTION OF TEXAS, AND ARTICLE 2351a-5, V.T.C.S., AS AMENDED?

which propositions shall appear on the ballots for said election as follows:

PROPOSITION

CONFIRMATION OF HAYS COUNTY RURAL FIRE PREVENTION

DISTRICT NO. 5, AND LEVY OF DISTRICT TAX

Said election shall be held and conducted from 7:00 A.M. until 7:00 P.M. at:the following precincts:

23 - Kyle City Hall, Burleson Street , Kyle
25 - Johnson Admin. Bldg., Between Kyle & Buda on Fm 2770
27 - Kyle Volunteer Fire Dept., Burleson & Myers St., Kyle
29 - St. John United Church, Hwy 21, Uhland
48 - Rolling Oaks Clubhouse, Driftwood

Hays County, Texas, within the aforesaid boundaries.

Absentee voting in person and by mail shall be conducted at: 401-C Broadway, San Marcos, Hays County, Texas for the period absentee voting is permitted by law, the hours designated for absentee voting shall be from 9:00 A.M. until 5:00 P.M. on each day except Saturdays, Sundays and official State Holidays.

All resident qualified electors in the area of said proposed District shall be permitted to vote at said election.

ISSUED this 7th day of July, 1987.

Joyce A. Crawford
Elections Administrator
Hays County, Texas

THE KYLE RURAL FIRE PREVENTION DISTRICT
HAYS COUNTY, TEXAS

BEING THE PROPOSED KYLE FIRE PREVENTION DISTRICT, OF HAYS COUNTY, TEXAS, SAME BEING APPROXIMATELY 67 SQUARE MILES OF LAND, AND BEING ALL OF VOTING PRECINCT NO. 23 (CITY OF KYLE), AND PORTIONS OF VOTING PRECINCTS NO. 25; NO 27; AND NO. 29, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS, TO-WIT:

BEGINNING at the intersection of County Road No. 159, and State Highway No. 21, same being on the Hays-Caldwell Co. line, and being at the East corner of the South Hays County Rural Fire Prevention District, for the South corner of the Kyle Rural Fire Prevention District herein described;

THENCE, leaving the said Caldwell County, and the State Highway No. 21, with the Northerly line of the said South Hays County Rural Fire Prevention District, the following courses numbered (1) through (3):

(1) NORTHWEST with the said County Road No. 159, to its intersection with Interstate Highway No. 35;
(2) leaving the said County Road No. 159, with the said Interstate Highway No. 35; SOUTHWEST to its intersection with the Blanco River;
(3) leaving the said Interstate Highway No. 35, with the said Blanco River NORTHWEST, to a Northwest corner of the said South Hays County Rural Fire Prevention district, for a Southwest corner of the Kyle Rural Fire Prevention District herein described, same being on a Northeast line of the Wimberley Rural Fire Prevention District;

THENCE, leaving the said Blanco River and the said South Hays County Rural Fire Prevention District, with the Northeast line of the said Wimberley Rural Fire Prevention District, the following courses numbered (4) through (6):

(4) NORTHWEST, to the Southeast corner of the Robert Pace Survey, in the Amelia Wilson League, same being at the Northwest corner of the Frederick Morey Survey, for a corner of the Kyle Rural Fire Prevention District herein described;
(5) leaving the Frederick Morey survey, with the East line of the said Pace Survey and the William H. Lupton Survey, NORTH to the Northeast corner of the said William H. Lupton Survey, same being on the North line of the said Amelia Wilson League, and being approximately at R.M. Highway No. 3237, for the most Westerly corner of the Kyle Rural Fire Prevention District herein described;
(6) leaving the said William Lupton Survey, with the North line of the said Amelia Wilson League, EAST, along the said R.M. 3237 to F.M. Highway No. 150, same being a corner of the said Wimberley Rural Fire Prevention District, and being the Southeast corner of the Northwest Hays County Rural Fire Prevention District No. 4, for a corner of the Kyle Rural Fire Prevention District herein described;

THENCE, leaving the said Amelia Wilson League and the said Wimberley Rural Fire Prevention District, and the said F.M. Highway No. 150, and the said R.M. 3237, with an East line of the said Northwest Hays County Rural Fire Prevention District, NORTHEAST to Onion Creek, same being a South line of the Northeast Hays County Rural Fire Prevention District, for the Northwest corner of the Rural Fire Prevention District herein described;

THENCE, leaving the said Northwest Hays County Rural Fire Prevention District, with the South line of the Northeast Hays County Rural Fire Prevention District, the following courses numbered (7) through (15):

(7) EAST, with the said Onion Creek to its intersection with the West line of the Morton M. McCarver Survey No. 4;

(8) leaving the said Onion Creek, SOUTH, with the West line of the said Morton M. McCarver Survey No. 4, to its intersection with the North line of Mountain City Oaks Subdivision;

(9) leaving the said survey line, EAST, with the North line of the said Mountain City Oaks Subdivision to R.M. Highway No. 2770;

(10) leaving the said Mountain City Oaks Subdivision, with the said R.M. Highway No. 2770, to its intersection with the North line of the Negley Ranch;

(11) leaving the said R.M. Highway No. 2770, with the North line of the said Negley Ranch, EAST to the Northeast corner of the said Negley Ranch, for a corner of the Kyle Rural Fire Prevention District herein described;

(12) SOUTH, with the East line of the said Negley Ranch, joining County Road No. 25, and continuing on, in all, to its intersection with County Road No. 131;

(13) leaving the said County Road No. 25, EAST, with the said County Road No. 131 to its intersection with County Road No. 124;

(14) leaving the said County Road No. 131, SOUTHEAST, with the said County Road No. 124 to its intersection with County Road No. 157;

(15) leaving the said County Road No. 124, NORTHEAST, with the said County Road No. 157 to its intersection with County Road No. 123, for a corner of the Kyle Rural Fire Prevention District herein described;

THENCE, leaving the said County Road No. 157 and the said Northeast Hays County Rural Fire Prevention District, with the said County Road No. 123 the following courses numbered (16) and (17):

(16) SOUTHEAST, to the East corner of the Kyle Rural Fire Prevention District, herein described;

(17) SOUTHWEST, to the East corner of Green Pastures Subdivision;

THENCE, leaving the said County Road No. 123, with the Southeast line of the said Green Pastures Subdivision, SOUTHWEST, to the South corner of the said Green Pastures Subdivision, and County Road No. 127;

THENCE, leaving the said Green Pastures Subdivision, with the said County Road No. 127, SOUTHEAST, to the projection of the Southeast line of that 189.67 acre tract of land conveyed to Nelson Puett by Carl Romann by deed dated October 30, 1967 and recorded in Volume 220, Page 448, Hays County Deed Records, same being at the projection of the Northwest line of that 144.4 acre tract of land conveyed to Sylvester J. Rakowitz by Bill Bonewitz by deed dated March 29, 1944 and recorded in Volume 129, Page 534, Hays County Deed Records, for an East corner of the Kyle Rural Fire Prevention District herein described;

THENCE, leaving the said County Road No. 127, with the Southeast line of the said Puett 189.67 acre tract, the Northwest line of the said Rakowitz 144.4 acre tract, SOUTHWEST to County Road No. 129, for a corner of the Kyle Rural Fire Prevention District herein

THENCE, leaving the said Rakowitz 144.4 acre tract, with the said County Road No. 129, NORTHWEST, to the projection of the Northwest line of that 100 acre tract of land described as "First Tract" as conveyed to Ernest Ewald by Herbert Ewald by deed dated June 7, 1973 and recorded in Volume 259, Page 675, Hays County Deed Records, same being at the projection of the Southeast line of that 96 acre tract of land conveyed to Robert Knispel by Phoenix Mutual Life Insurance Co., by deed dated January 8, 1943, and recorded in Volume 125, Page 637, Hays County Deed Records, for a re-entrant corner of the Kyle Rural Fire Prevention District herein described;

THENCE, leaving the said County Road No. 129, with the Southeast line of the said Knispel 96 acre tract, the Northwest line of the said Ewald "First Tract", SOUTHWEST, passing the South corner of the said knispel 96 acre tract, same being the West corner of the said Ewald "First Tract", and continuing on, in all, to the intersection of County Road No. 151, for a re-entrant corner of the Kyle Rural Fire Prevention District herein described;

THENCE, leaving the said Knispel 96 acre tract, with the said County Road No. 151, SOUTHEAST, to the intersection of the projection of the Southeast line of that 99.97 acre tract of land described in a Contract for Sale by and between Alfred Haberer, Jr. and the Veteran's Land Board of the State of Texas, by instrument dated November 15, 1950, and recorded in Volume 148, Page 337, Hays County Deed Records, same being at the projection of the Northwest line of that 94.63 acre tract described in a Contract for Sale by and between Louis and Gilbert Haberer and the Veteran's Land Board of the State of Texas, by instrument dated December 10, 1958, and recorded in Volume 176, Page 130, Hays County Deed Records, for a corner of the Kyle Rural Fire Prevention District herein described;

THENCE, leaving the said County Road No. 151, with the Southeast line of the said Alfred Haberer, Jr., 99.97 acre tract, the Northwest line of the said Louis and Gilbert Haberer 94.63 acre tract, SOUTHWEST, to the West corner of the said Louis and Gilbert Haberer 94.63 acre tract, same being the South corner of the said Alfred Haberer, Jr., 99.97 acre tract, for a corner of the Kyle Rural Fire Prevention District herein described, and being on the Northeast line of that 151 acre tract of land conveyed to Norris Henry Schmeltekopf, et al, by A. L. and Meta Schmeltekopf by deed dated December 22, 1969 and recorded in Volume 234, Pages 310 through 312, Hays County Deed Records;

THENCE, leaving the said Louis and Gilbert Haberer 94.63 acre tract, with the Southwest line of the said Alfred Haberer, Jr. 99.97 acre tract, same being the Northeast line of the said Schmeltekopf 151 acre tract, NORTHWEST, to the North corner of the said Schmeltekopf 151 acre tract, same being an East corner of that 200.52 acre tract of land conveyed to Walter Schmeltekopf by Emil Schmeltekopf, et al, by deed dated May 21, 1955, and recorded in Volume 166, Page 31, Hays County Deed Records, for a re-entrant corner of the Kyle Rural Fire Prevention District herein described;

THENCE, leaving the said Alfred Haberer, Jr., 99.97 acre tract, with a Southeast line of the said Walter Schmeltekopf 200.52 acre tract, same being a Northwest line of the said Schmeltekopf 151 acre tract, SOUTHWEST, to the intersection of the Southwest line of the Robert Carson Survey A-135, same being the Northeast line of the William Hemphill Survey A-221, for a re-entrant corner of the Kyle Rural Fire Prevention District, herein described;

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THENCE, leaving the said Walter Schmeltekopf 200.52 acre tract, with the said Carson-Rempbill Survey line, SOUTHEAST, passing the North corner of that 40.90 acre tract of land conveyed to Arthur Schmeltekopf by George Heidenreich by deed dated May 14th, 1962 and recorded in Volume 191, Page 239, Hays County Deed Records, same being the West corner of that 87.43 acre tract of land conveyed to Norris E. Schmeltekopf, et al, by Arthur L. and Neta Schmeltekopf by deed dated December 10, 1965, and recorded in Volume 209, Page 34, Hays county Deed Records, passing the East corner of the said A. Schmeltekopf 40.90 acre tract, same being the North corner of that 86.64 acre tract of land conveyed to Wyatt O. Stone by George Heidenreich by deed dated May 14, 1962 and recorded in Volume 191, Page 237, Hays County Deed Records, passing the South corner of the said Carson Survey, same being the west corner of the Albert Pace Survey A-367, passing the South corner of the said Schmeltekopf 87.43 acre tract, same being a West corner of that 87.43 acre tract of land conveyed to W. T. Siebert, et al, by Ella Kruger Schmeltekopf by deed dated July 28, 1969, and recorded in Volume 232, Page 167, Hays County Deed Records, passing the East corner of the said Stone 86.64 acre tract, same being a re-entrant corner of the said Siebert 87.43 acre tract, and continuing on, in all, to County Road No. 152, for a corner of the Kyle Rural Fire Prevention District herein described;

THENCE, leaving the said Pace Survey, with the said County Road 152, SOUTHWEST, to its intersection with F.M. Highway No. 150, for a corner of the Kyle Rural Fire Prevention District herein described;

THENCE, leaving the said County Road No. 152, with the said F.M. Highway No. 150, SOUTHEAST, to its intersection with the aforementioned State Highway No. 21, same being on the aforementioned Hays-Caldwell County line, for a corner of the Kyle Rural Fire Prevention District herein described;

THENCE, leaving the said F.M. Highway No. 150, with the said State Highway No. 21 and the said Hays-Caldwell County line, SOUTHWEST, to the POINT OF BEGINNING. Being the Proposed Kyle Rural Fire Prevention District and containing 67 square miles of land, more or less. Description Prepared June 3, 1987 from public records.

By: Richard Taylor
Registered Public Surveyor 13986

REVISED
KYLE RURAL FIRE PREVENTION DISTRICT
PUBLIC RECORDS
PLAN NO. 4098 REVISED
EO 14318
PNF#8261

ORDER CANVASSING RETURNS AND DECLARING RESULTS OF ELECTION FOR CONFIRMATION OF HAYS COUNTY RURAL FIRE PREVENTION DISTRICT NO. 5

THE STATE OF TEXAS)

COUNTY OF HAYS)

WHEREAS, at an election duly and regularly held on the 8th day of August, 1987, within that portion of Hays County, State of Texas, described as:

c:\misc\haysfire

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05/02/2003 FRI 10:46 FAX

THE KYLE RAL FIRE PREVENTION DISTR
HAYS COUNTY, TEXAS

BEING THE PROPOSED KYLE FIRE PREVENTION DISTRICT, OF HAYS COUNTY, TEXAS, SAME BEING APPROXIMATELY 67 SQUARE MILES OF LAND, AND BEING ALL OF VOTING PRECINCT NO. 23 (CITY OF KYLE), AND PORTIONS OF VOTING PRECINCTS NO. 25, NO 27, AND NO. 29, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS, TO-WIT:

BEGINNING at the intersection of County Road No. 159, and State Highway No. 21, same being on the Hays-Caldwell Co. line, and being at the East corner of the South Hays County Rural Fire Prevention District, for the South corner of the Kyle Rural Fire Prevention District herein described;

THENCE, leaving the said Caldwell County, and the State Highway No. 21, with the Northerly line of the said South Hays County Rural Fire Prevention District, the following courses numbered (1) through (3):

(1) NORTHWEST with the said County Road No. 159, to its intersection with Interstate Highway No. 35;

(2) leaving the said County Road No. 159, with the said Interstate Highway No. 35; SOUTHWEST to its intersection with the Blanco River;

(3) leaving the said Interstate Highway No. 35, with the said Blanco River NORTHWEST, to a Northwest corner of the said South Hays County Rural Fire Prevention district, for a Southwest corner of the Kyle Rural Fire Prevention District herein described, same being on a Northeast line of the Wimberley Rural Fire Prevention District;

THENCE, leaving the said Blanco River and the said South Hays County Rural Fire Prevention District, with the Northeast line of the said Wimberley Rural Fire Prevention District, the following courses numbered (4) through (6):

(4) NORTHWEST, to the Southeast corner of the Robert Pace Survey, in the Amelia Wilson League, same being at the Northwest corner of the Frederick Morey Survey, for a corner of the Kyle Rural Fire Prevention District herein described;

(5) leaving the Fredarick Morey survey, with the East line of the said Pace Survey and the William H. Lupton Survey, NORTH to the Northeast corner of the said William H. Lupton Survey, same being on the North line of the said Amelia Wilson League, and being approximately at R.M. Highway No. 3237, for the most Westerly corner of the Kyle Rural Fire Prevention District herein described;

(6) leaving the said William Lupton Survey, with the North line of the said Amelia Wilson League, EAST, along the said R.M. 3237 to F.M. Highway No. 150, same being a corner of the said Wimberley Rural Fire Prevention District, and being the Southeast corner of the Northwest Hays County Rural Fire Prevention District No. 4, for a corner of the Kyle Rural Fire Prevention District herein described;

THENCE, leaving the said Amelia Wilson League and the said Wimberley Rural Fire Prevention District, and the said F.M. Highway No. 150, and the said R.M. 3237, with an East line of the said Northwest Hays County Rural Fire Prevention District, NORTHEAST to Onion Creek, same being a South line of the Northeast Hays County Rural Fire Prevention District, for the Northwest corner of the Rural Fire Prevention District herein described;

THENCE, leaving the said Northwest Hays County Rural Fire Prevention District, with the South line of the Northeast Hays County Rural Fire Prevention District, the following courses numbered (7) through (15):

(7) EAST, with the said Onion Creek to its intersection with the West line of the Norton N. McCarver Survey No. 4;

(8) leaving the said Onion Creek, SOUTH, with the West line of the said Norton N. McCarver Survey No. 4, to its intersection with the North line of Mountain City Oaks Subdivision;

(9) leaving the said survey line, EAST, with the North line of the said Mountain City Oaks Subdivision to R.M. Highway No. 2770;

(10) leaving the said Mountain City Oaks Subdivision, with the said R.M. Highway No. 2770, to its intersection with the North line of the Negley Ranch;

(11) leaving the said R.M. Highway No. 2770, with the North line of the said Negley Ranch, EAST to the Northeast corner of the said Negley Ranch, for a corner of the Kyle Rural Fire Prevention District herein described;

(12) SOUTH, with the East line of the said Negley Ranch, joining County Road No. 25, and continuing on, in all, to its intersection with County Road No. 131;

(13) leaving the said County Road No. 25, EAST, with the said County Road No. 131 to its intersection with County Road No. 124;

(14) leaving the said County Road No. 131, SOUTHEAST, with the said County Road No. 124 to its intersection with County Road No. 157;

(15) leaving the said County Road No. 124, NORTHEAST, with the said County Road No. 157 to its intersection with County Road No. 123, for a corner of the Kyle Rural Fire Prevention District herein described;

THENCE, leaving the said County Road No. 157 and the said Northeast Hays County Rural Fire Prevention District, with the said County Road No. 123 the following courses numbered (16) and (17):

(16) SOUTHEAST, to the East corner of the Kyle Rural Fire Prevention District, herein described;

(17) SOUTHWEST, to the East corner of Green Pastures Subdivision;

THENCE, leaving the said County Road No. 123, with the Southeast line of the said Green Pastures Subdivision, SOUTHWEST, to the South corner of the said Green Pastures Subdivision, and County Road No. 127;

THENCE, leaving the said Green Pastures Subdivision, with the said County Road No. 127, SOUTHEAST, to the projection of the Southeast line of that 189.67 acre tract of land conveyed to Nelson Puett by Carl Homann by deed dated October 30, 1967 and recorded in Volume 220, Page 448, Hays County Deed Records, same being at the projection of the Northwest line of that 144.4 acre tract of land conveyed to Sylvester J. Rakowitz by Bill Bonewitz by deed dated March 29, 1944 and recorded in Volume 129, Page 534, Hays County Deed Records, for an East corner of the Kyle Rural Fire Prevention District herein described;

THENCE, leaving the said County Road No. 127, with the Southeast line of the said Puett 189.67 acre tract, the Northwest line of the said Rakowitz 144.4 acre tract, SOUTHWEST to County Road No. 129, for a corner of the Kyle Rural Fire Prevention District herein

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THENCE, leaving the said Rakowitz 144.4 acre tract, with the said County Road No. 129, NORTHWEST, to the projection of the Northwest line of that 100 acre tract of land described as "First Tract" as conveyed to Ernest Ewald by Herbert Ewald by deed dated June 7, 1973 and recorded in Volume 259, Page 675, Hays County Deed Records, same being at the projection of the Southeast line of that 96 acre tract of land conveyed to Robert Knispel by Phoenix Mutual Life Insurance Co., by deed dated January 8, 1943, and recorded in Volume 125, Page 637, Hays County Deed Records, for a re-entrant corner of the Kyle Rural Fire Prevention District herein described;

THENCE, leaving the said County Road No. 129, with the Southeast line of the said Knispel 96 acre tract, the Northwest line of the said Ewald "First Tract", SOUTHWEST, passing the South corner of the said knispel 96 acre tract, same being the West corner of the said Ewald "First Tract", and continuing on, in all, to the intersection of County Road No. 151, for a re-entrant corner of the Kyle Rural Fire Prevention District herein described;

THENCE, leaving the said Knispel 96 acre tract, with the said County Road No. 151, SOUTHEAST, to the intersection of the projection of the Southeast line of that 99.97 acre tract of land described in a Contract for Sale by and between Alfred Haberer, Jr. and the Veteran's Land Board of the State of Texas, by instrument dated November 15, 1958, and recorded in Volume 148, Page 337, Hays County Deed Records, same being at the projection of the Northwest line of that 94.63 acre tract described in a Contract for Sale by and between Louis and Gilbert Haberer and the Veteran's Land Board of the State of Texas, by instrument dated December 10, 1958, and recorded in Volume 176, Page 130, Hays County Deed Records, for a corner of the Kyle Rural Fire Prevention District herein described;

THENCE, leaving the said County Road No. 151, with the Southeast line of the said Alfred Haberer, Jr., 99.97 acre tract, the Northwest line of the said Louis and Gilbert Haberer 94.63 acre tract, SOUTHWEST, to the West corner of the said Louis and Gilbert Haberer 94.63 acre tract, same being the South corner of the said Alfred Haberer, Jr., 99.97 acre tract, for a corner of the Kyle Rural Fire Prevention District herein described, and being on the Northeast line of that 151 acre tract of land conveyed to Morris Henry Schmeltekopf, et al, by A. L. and Neta Schmeltekopf by deed dated December 22, 1969 and recorded in Volume 234, Pages 310 through 312, Hays County Deed Records;

THENCE, leaving the said Louis and Gilbert Haberer 94.63 acre tract, with the Southwest line of the said Alfred Haberer, Jr. 99.97 acre tract, same being the Northeast line of the said Schmeltekopf 151 acre tract, NORTHWEST, to the North corner of the said Schmeltekopf 151 acre tract, same being an East corner of that 200.52 acre tract of land conveyed to Walter Schmeltekopf by Emil Schmeltekopf, et al, by deed dated May 21, 1955, and recorded in Volume 166, Page 31, Hays County Deed Records, for a re-entrant corner of the Kyle Rural Fire Prevention District herein described;

THENCE, leaving the said Alfred Haberer, Jr., 99.97 acre tract, with a Southeast line of the said Walter Schmeltekopf 200.52 acre tract, same being a Northwest line of the said Schmeltekopf 151 acre tract, SOUTHWEST, to the intersection of the Southwest line of the Robert Carson Survey A-135, same being the Northeast line of the William Hemphill Survey A-221, for a re-entrant corner of the Kyle Rural Fire Prevention District, herein described;

THENCE, leaving the said Walter Schmeltekopf 200.52 acre tract, with the said Carson-Hemphill Survey line, SOUTHEAST, passing the North corner of that 40.90 acre tract of land conveyed to Arthur Schmeltekopf by George Heidenreich by deed dated May 145, 1962 and recorded in Volume 191, Page 239, Hays County Deed Records, same being the West corner of that 87.43 acre tract of land conveyed to Morris H. Schmeltekopf, et al, by Arthur L. and Neta Schmeltekopf by deed dated December 10, 1965, and recorded in Volume 209,. Page 34, Hays county Deed Records, passing the East corner of the said A. Schmeltekopf 40.90 acre tract, same being the North corner of that 86.64 acre tract of land conveyed to Wyatt O. Stone by George Heidenreich by deed dated May 14, 1962 and recorded in Volume 191, Page 237, Hays County Deed Records, passing the South corner of the said Carson Survey, same being the west corner of the Albert Pace Survey A-367, passing the South corner of the said Schmeltekopf 87.43 acre tract, same being a West corner of that 87.43 acre tract of land conveyed to W. T. Siebert, et al, by Ella Kruger Schmeltekopf by deed dated July 28, 1969, and recorded in Volume 232, Page 167, Hays County Deed Records, passing the East corner of the said Stone 86.64 acre tract, same being a re-entrant corner of the said Siebert 87.43 acre tract, and continuing on, in all, to County Road No. 152, for a corner of the Kyle Rural Fire Prevention District herein described;

THENCE, leaving the said Pace Survey, with the said County Road 152, SOUTHWEST, to its intersection with F.M. Highway No. 150, for a corner of the Kyle Rural Fire Prevention District herein described;

THENCE, leaving the said County Road No. 152, with the said F.M. Highway No. 150, SOUTHEAST, to its intersection with the aforementioned State Highway No. 21, same being on the aforementioned Hays-Caldwell County line, for a corner of the Kyle Rural Fire Prevention District herein described;

THENCE, leaving the said F.M. Highway No. 150, with the said State Highway No. 21 and the said Hays-Caldwell County line, SOUTHWEST, to the POINT OF BEGINNING. Being the Proposed Kyle Rural Fire Prevention District and containing 67 square miles of land, more or less. Description Prepared June 3, 1987 from public records.

By: Richard Taylor
Registered Public Surveyor #3986

REVISED
KYLE RURAL FIRE PREVENTION DISTRICT
PUBLIC RECORDS
PLAN NO. 4098 REVISED
BG 14318
PMF#8261

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there was submitted to the legal voters thereof the question whether the above described territory shall be formed into a Rural Fire Prevention District under the provisions of the law of this State; and,

WHEREAS, at such election 177 votes were cast in favor of formation of said District and 33 votes were cast against such formation; and,

WHEREAS, at such election the following votes were cast in the City of Kyle, the City of Mountain City and the extraterritorial jurisdiction of the City of San Marcos, within the boundaries of the proposed rural fire prevention district:

City of Kyle	For 61	Against 11
City of Mountain City	For 36	Against 9
ETJ of City of San Marcos	For 0	Against 0

WHEREAS, the formation of such Rural Fire Prevention District received the affirmative vote of the majority cast at such election as provided by law;

Now, therefore, the County Commissioners Court of Hays County, State of Texas, does hereby find, declare and order that the tract hereinabove described has been duly and legally formed into a Rural Fire Prevention District under the name of Hays County Rural Fire Prevention District No. 5, under and pursuant to Article III, Section 48-d of the Constitution of Texas, and with the powers vested in such District conferred by law.

PASSED AND APPROVED this 13th day of AUGUST, 1987.

Don Rains, County Judge

Rafael Gonzales, Comm.
Precinct No. 1

Wayne Ford, Comm.
Precinct No. 2

Craig Payne, Comm.
Precinct No. 3

Oran Bill Rippy, Comm.
Precinct No. 4

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THENCE, leaving the said Rakowitz 144.4 acre tract, with the said County Road No. 129, NORTHWEST, to the projection of the Northwest line of that 100 acre tract of land described as "First Tract" as conveyed to Ernest Ewald by Herbert Ewald by deed dated June 7, 1973 and recorded in Volume 259, Page 675, Hays County Deed Records, same being at the projection of the Southeast line of that 96 acre tract of land conveyed to Robert Knispel by Phoenix Mutual Life Insurance Co., by deed dated January 8, 1943, and recorded in Volume 125, Page 637, Hays County Deed Records, for a re-entrant corner of the Kyle Rural Fire Prevention District herein described;

THENCE, leaving the said County Road No. 129, with the Southeast line of the said Knispel 96 acre tract, the Northwest line of the said Ewald "First Tract", SOUTHWEST, passing the South corner of the said knispel 96 acre tract, same being the West corner of the said Ewald "First Tract", and continuing on, in all, to the intersection of County Road No. 151, for a re-entrant corner of the Kyle Rural Fire Prevention District herein described;

THENCE, leaving the said Knispel 96 acre tract, with the said County Road No. 151, SOUTHEAST, to the intersection of the projection of the Southeast line of that 99.97 acre tract of land described in a Contract for Sale by and between Alfred Haberer, Jr. and the Veteran's Land Board of the State of Texas, by instrument dated November 15, 1950, and recorded in Volume 148, Page 337, Hays County Deed Records, same being at the projection of the Northwest line of that 94.63 acre tract described in a Contract for Sale by and between Louis and Gilbert Haberer and the Veteran's Land Board of the State of Texas, by instrument dated December 10, 1958, and recorded in Volume 176, Page 130, Hays County Deed Records, for a corner of the Kyle Rural Fire Prevention District herein described;

THENCE, leaving the said County Road No. 151, with the Southeast line of the said Alfred Haberer, Jr., 99.97 acre tract, the Northwest line of the said Louis and Gilbert Haberer 94.63 acre tract, SOUTHWEST, to the West corner of the said Louis and Gilbert Haberer 94.63 acre tract, same being the South corner of the said Alfred Haberer, Jr., 99.97 acre tract, for a corner of the Kyle Rural Fire Prevention District herein described, and being on the Northeast line of that 151 acre tract of land conveyed to Norris Henry Schmeltekopf, et al, by A. L. and Meta Schmeltekopf by deed dated December 22, 1969 and recorded in Volume 234, Pages 310 through 312, Hays County Deed Records;

THENCE, leaving the said Louis and Gilbert Haberer 94.63 acre tract, with the Southwest line of the said Alfred Haberer, Jr. 99.97 acre tract, same being the Northeast line of the said Schmeltekopf 151 acre tract, NORTHWEST, to the North corner of the said Schmeltekopf 151 acre tract, same being an East corner of that 200.52 acre tract of land conveyed to Walter Schmeltekopf by Emil Schmeltekopf, et al, by deed dated May 21, 1955, and recorded in Volume 166, Page 31, Hays County Deed Records, for a re-entrant corner of the Kyle Rural Fire Prevention District herein described;

THENCE, leaving the said Alfred Haberer, Jr., 99.97 acre tract, with a Southeast line of the said Walter Schmeltekopf 200.52 acre tract, same being a Northwest line of the said Schmeltekopf 151 acre tract, SOUTHWEST, to the intersection of the Southwest line of the Robert Carson Survey A-135, same being the Northeast line of the William Hemphill Survey A-221, for a re-entrant corner of the Kyle Rural Fire Prevention District, herein described;

THENCE, leaving the said Walter Schmeltekopf 200.52 acre tract, with the said Carson-Hemphill Survey line, SOUTHEAST, passing the North corner of that 40.90 acre tract of land conveyed to Arthur Schmeltekopf by George Heidenreich by deed dated May 145, 1962 and recorded in Volume 191, Page 239, Hays County Deed Records, same being the West corner of that 87.43 acre tract of land conveyed to Norris H. Schmeltekopf, et al, by Arthur L. and Meta Schmeltekopf by deed dated December 10, 1965, and recorded in Volume 209,. Page 34, Hays county Deed Records, passing the East corner of the said A. Schmeltekopf 40.90 acre tract, same being the North corner of that 86.64 acre tract of land conveyed to Wyatt O. Stone by George Heidenreich by deed dated May 14, 1962 and recorded in Volume 191, Page 237, Hays County Deed Records, passing the South corner of the said Carson Survey, same being the west corner of the Albert Pace Survey A-367, passing the South corner of the said Schmeltekopf 87.43 acre tract, same being a West corner of that 87.43 acre tract of land conveyed to W. T. Siebert, et al, by Ella Kruger Schmeltekopf by deed dated July 28, 1969, and recorded in Volume 232, Page 167, Hays County Deed Records, passing the East corner of the said Stone 86.64 acre tract, same being a re-entrant corner of the said Siebert 87.43 acre tract, and continuing on, in all, to County Road No. 152, for a corner of the Kyle Rural Fire Prevention District herein described;

THENCE, leaving the said Pace Survey, with the said County Road 152, SOUTHWEST, to its intersection with F.M. Highway No. 150, for a corner of the Kyle Rural Fire Prevention District herein described;

THENCE, leaving the said County Road No. 152, with the said F.M. Highway No. 150, SOUTHEAST, to its intersection with the aforementioned State Highway No. 21, same being on the aforementioned Hays-Caldwell County line, for a corner of the Kyle Rural Fire Prevention District herein described;

THENCE, leaving the said F.M. Highway No. 150, with the said State Highway No. 21 and the said Hays-Caldwell County line, SOUTHWEST, to the POINT OF BEGINNING. Being the Proposed Kyle Rural Fire Prevention District and containing 67 square miles of land, more or less. Description Prepared June 3, 1987 from public records.

By: _____
Richard Taylor
Registered Public Surveyor #3986

REVISED
KYLE RURAL FIRE PREVENTION DISTRICT
PUBLIC RECORDS
PLAN NO. 4098 REVISED
EO 14318
FNF#8261

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EXHIBIT "A"

THE KYLE RURAL FIRE PREVENTION DISTRICT
HAYS COUNTY, TEXAS

BEING THE PROPOSED KYLE FIRE PREVENTION DISTRICT, OF HAYS COUNTY, TEXAS, SAME BEING APPROXIMATELY 67 SQUARE MILES OF LAND, AND BEING ALL OF VOTING PRECINCT NO. 23 (CITY OF KYLE), AND PORTIONS OF VOTING PRECINCTS NO. 25; NO 27; AND NO. 29, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS, TO-WIT:

BEGINNING at the intersection of County Road No. 159, and State Highway No. 21, same being on the Hays-Caldwell Co. line, and being at the East corner of the South Hays County Rural Fire Prevention District, for the South corner of the Kyle Rural Fire Prevention District herein described;

THENCE, leaving the said Caldwell County, and the State Highway No. 21, with the Northerly line of the said South Hays County Rural Fire Prevention District, the following courses numbered (1) through (3):

(1) NORTHWEST with the said County Road No. 159, to its intersection with Interstate Highway No. 35;

(2) leaving the said County Road No. 159, with the said Interstate Highway No. 35; SOUTHWEST to its intersection with the Blanco River;

(3) leaving the said Interstate Highway No. 35, with the said Blanco River NORTHWEST, to a Northwest corner of the said South Hays County Rural Fire Prevention district, for a Southwest corner of the Kyle Rural Fire Prevention District herein described, same being on a Northeast line of the Wimberley Rural Fire Prevention District;

THENCE, leaving the said Blanco River and the said South Hays County Rural Fire Prevention District, with the Northeast line of the said Wimberley Rural Fire Prevention District, the following courses numbered (4) through (6):

(4) NORTHWEST, to the Southeast corner of the Robert Pace Survey, in the Amelia Wilson League, same being at the Northwest corner of the Frederick Morey Survey, for a corner of the Kyle Rural Fire Prevention District herein described;

(5) leaving the Frederick Morey survey, with the East line of the said Pace Survey and the William H. Lupton Survey, NORTH to the Northeast corner of the said William H. Lupton Survey, same being on the North line of the said Amelia Wilson League, and being approximately at R.M. Highway No. 3237, for the most Westerly corner of the Kyle Rural Fire Prevention District herein described;

(6) leaving the said William Lupton Survey, with the North line of the said Amelia Wilson League, EAST, along the said R.M. 3237 to F.M. Highway No. 150, same being a corner of the said Wimberley Rural Fire Prevention District, and being the Southeast corner of the Northwest Hays County Rural Fire Prevention District No. 4, for a corner of the Kyle Rural Fire Prevention District herein described;

THENCE, leaving the said Amelia Wilson League and the said Wimberley Rural Fire Prevention District, and the said F.M. Highway No. 150, and the said R.M. 3237, with an East line of the said Northwest Hays County Rural Fire Prevention District, NORTHEAST to Onion Creek, same being a South line of the Northeast Hays County Rural Fire Prevention District, for the Northwest corner of the Rural Fire Prevention District herein described;

THENCE, leaving the said Northwest Hays County Rural Fire Prevention District, with the South line of the Northeast Hays County Rural Fire Prevention District, the following courses numbered (7) through (15):

(7) EAST, with the said Onion Creek to its intersection with the West line of the Morton M. McCarver Survey No. 4;

(8) leaving the said Onion Creek, SOUTH, with the West line of the said Morton M. McCarver Survey No. 4, to its intersection with the North line of Mountain City Oaks Subdivision;

(9) leaving the said survey line, EAST, with the North line of the said Mountain City Oaks Subdivision to R.M. Highway No. 2770;

(10) leaving the said Mountain City Oaks Subdivision, with the said R.M. Highway No. 2770, to its intersection with the North line of the Negley Ranch;

(11) leaving the said R.M. Highway No. 2770, with the North line of the said Negley Ranch, EAST to the Northeast corner of the said Negley Ranch, for a corner of the Kyle Rural Fire Prevention District herein described;

(12) SOUTH, with the East line of the said Negley Ranch, joining County Road No. 25, and continuing on, in all, to its intersection with County Road No. 131;

(13) leaving the said County Road No. 25, EAST, with the said County Road No. 131 to its intersection with County Road No. 124;

(14) leaving the said County Road No. 131, SOUTHEAST, with the said County Road No. 124 to its intersection with County Road No. 157;

(15) leaving the said County Road No. 124, NORTHEAST, with the said County Road No. 157 to its intersection with County Road No. 123, for a corner of the Kyle Rural Fire Prevention District herein described;

THENCE, leaving the said County Road No. 157 and the said Northeast Hays County Rural Fire Prevention District, with the said County Road No. 123 the following courses numbered (16) and (17):

(16) SOUTHEAST, to the East corner of the Kyle Rural Fire Prevention District, herein described;

(17) SOUTHWEST, to the East corner of Green Pastures Subdivision;

THENCE, leaving the said County Road No. 123, with the Southeast line of the said Green Pastures Subdivision, SOUTHWEST, to the South corner of the said Green Pastures Subdivision, and County Road No. 127;

THENCE, leaving the said Green Pastures Subdivision, with the said County Road No. 127, SOUTHEAST, to the projection of the Southeast line of that 189.67 acre tract of land conveyed to Nelson Puett by Carl Romann by deed dated October 30, 1967 and recorded in Volume 220, Page 448, Hays County Deed Records, same being at the projection of the Northwest line of that 144.4 acre tract of land conveyed to Sylvester J. Rakowitz by Bill Bonewitz by deed dated March 29, 1944 and recorded in Volume 129, Page 534, Hays County Deed Records, for an East corner of the Kyle Rural Fire Prevention District herein described;

THENCE, leaving the said County Road No. 127, with the Southeast line of the said Puett 189.67 acre tract, the Northwest line of the said Rakowitz 144.4 acre tract, SOUTHWEST to County Road No. 129, for a corner of the Kyle Rural Fire Prevention District herein

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AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Date: 09/13/2022
Requested By:
Sponsor: Commissioner Jones
Co-Sponsor: Commissioner Ingalsbe

Agenda Item

Presentation by Ardurra regarding use of American Rescue Plan Act (ARPA) funds for Hays County Emergency Services District #8. **JONES/INGALSBE**

Summary

Attachments

Draft ARPA Grant Agreement ESD #8
Draft PW ESD #8

HAYS COUNTY AMERICAN RESCUE PLAN RECOVERY GRANT AGREEMENT

PLEASE READ THIS ENTIRE AGREEMENT CAREFULLY, CONSULT WITH YOUR COUNSEL AS APPROPRIATE, AND DO NOT SIGN IT IF YOU HAVE ANY QUESTIONS, AS YOUR SIGNATURE BELOW BINDS YOU TO EACH OF THE REPRESENTATIONS AND OBLIGATIONS DETAILED IN THIS AGREEMENT.

This Agreement is entered into by and between Hays County ("Hays County") and Jim Weatherford principal of Hays County Emergency Services District #8 ("Beneficiary"), located at PO Box 782, TX 78610 on the date below written.

SECTION 1 – FUNDING

The parties acknowledge that funding for this Agreement comes solely as a grant made of a sum not to exceed $3,000,000 in funds received from Hays County allocation of American Rescue Plan (ARP) State and Local Fiscal Recovery Fund (SLFRF), CSLFRF Assistance Listing Number Hays County ALN 21.027. As such, ARP funding must be administered by Hays County for utilization in accordance with eligible ARP activities as described under subsection (c)(1) of Section 603 of Title VI of the Social Security Act, as added by Section 9901 of ARP. Hays County does not have any obligation or commitment whatsoever (1) to provide Beneficiary with funds from any other source, or (2) to provide any sum in excess of the amount above set forth allocated hereunder by Hays County. Any public mention of the Grant shall acknowledge Hays County as Funder. Printed copies of said acknowledgement shall be provided to Hays County.

SECTION 2 - EXPENDITURES ELIGIBLE FOR GRANT

Grant funds may be used to mitigate Beneficiary's financial hardship from the increased costs as a result of the public health emergency or its negative economic impacts. Through the grant the Beneficiary will be able to recover the increased cost of their construction project and build additional capacity to mitigate the impacts of COVID-19 and future pandemics on disproportionately impacted populations.

SECTION 3 – BENEFICIARY REPRESENTATIONS AND OBLIGATIONS

Funds are provided to Beneficiary to support continued operations of Beneficiary's current Hays County business/special-purpose unit of local government /non-profit entity (501(c)(3) and 501(c)(19) organizations only).

Beneficiary acknowledges that the use of Grant funds can only be used for working capital on their Lois Lane fire station construction project to mitigate and recover from the increased costs caused by the COVID-19 pandemic induced construction price escalation and to improve response times to impacted and disproportionately impacted populations. The use of grant funds

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for prohibited expenses or investments may result in an action to recover funds misspent, with interest and such costs as may be allowable by law.

Grantee certifies, warrants and represents that Beneficiary is in full compliance with and not delinquent in payment of any taxation to which Beneficiary is subject, Beneficiary is a special-purpose unit of local government or a 501(c)(3) or a 501(c)(19) or is a small business that has no more than five hundred (500) full-time equivalent employees as of [Date], 2022 or is a small business concern as defined in section 3 of the Small Business Act (15 U.S.C. 632), and that Beneficiary fully qualifies for receipt of federal funds originally disbursed to Hays County to address negative economic impacts associated with the COVID-19 pandemic.

Beneficiary will provide and cooperate with any information and documentation requests necessary to evaluate compliance with this Agreement, including, without limitation, applicable Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR part 200). Additionally, Beneficiary will provide and cooperate with any information and documentation requests necessary to support subrecipient compliance with administration of ARP funding, including reporting requirements contained in subsection (d) of Section 603 of Title VI of the Social Security Act.

By signing below, *Beneficiary certifies that all of the following statements are true*:

- The business/special-purpose unit of local government /non-profit (501(c)(3) or 501(c)(19) entity only) is located in Hays County and has a valid license or authorization to operate in the State of Texas.
- The Beneficiary is either:
    - A special-purpose unit of local government
    - A 501(c)(3); or
    - A 501(c)(19); or
    - A small business concern as defined in section 3 of the Small Business Act (15 U.S.C. 632); or
    - A small business that has no more than 500 payroll employees as of July 14th, 2022.
- The Beneficiary experienced a financial loss or hardship due to the COVID-19 crisis and the working capital need to be supported by this grant is connected to the COVID-19 emergency and subsequent recovery.
- Beneficiary agrees and certifies that the funds will be spent for working capital expenses, and are not required to be used to pay for governmental related expenses (i.e. taxes, licenses, or governmental fees.)
- The working capital will be used to continue operations of the business/special-purpose unit of local government /non-profit entity.
- Beneficiary will return any unused funds to Hays County if the business awarded goes out of business before all of the funds are spent.
- Beneficiary has not been suspended or debarred in connection with any federal procurement.
- Beneficiary is not actively pursuing a bankruptcy declaration.
- Beneficiary does not have any Federal, State or Local Tax Liens.

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- Beneficiary is not any of the following:
    - K-12 School
    - College or university
    - Library
    - A nonprofit *other than* a 501(c)(3) or (19).
- Additionally, by signing below:
    - Beneficiary certifies that it has not received Funding (private, state, or federal) for the same expenses covered by the proceeds of this grant.
    - Beneficiary certifies that [Count] employees were employed by the business/special-purpose unit of local government/non-profit as of [Date], 2022.

SECTION 4 - NONDISCRIMINATION CLAUSE

During the performance of this Agreement, Beneficiary covenants and agrees to comply with all federal and state nondiscrimination laws, including but not limited to, 42 U.S.C. 12101 et seq., the Americans with Disabilities Act (ADA).

SECTION 5 – MISCELLANEOUS

A. Compliance with Laws: Beneficiary covenants and agrees to comply with all existing applicable laws, ordinances, codes, regulations, and lawful orders of local, state and federal governments (including the publicly available terms of the Grant), all as now in effect or hereafter amended.

B. Unilateral Termination: Notwithstanding any other provisions of this Agreement, either party may terminate this Agreement by providing written notice of such termination, specifying the effective date thereof, at least thirty (30) days prior to such date.

C. Survival: The terms, conditions and obligations undertaken by the parties herein that by their sense and context are intended to survive the completion of performance or earlier termination of the Agreement shall so survive. Termination shall not in any event terminate this Agreement with respect to any actions or omissions by Beneficiary made or taken before such termination.

D. Defense and Indemnity: Beneficiary agrees to defend, indemnify and hold Hays County, its officers, directors, agents, employees and assigns from and against any and all claims, suits, judgments or orders resulting or alleged to have resulted from this Grant Agreement or Beneficiary's performance or lack thereof hereunder.

E. No Third-Party Beneficiary: This Agreement shall not be construed as a third-party beneficiary contract, being exclusively between the named parties herein, and is not entered into for the benefit of Beneficiary's creditors irrespective of status.

F. Dispute Resolution: Except as otherwise provided herein, if a bona fide dispute arises among the parties, their respective chief executives will confer in an effort to negotiate a resolution within ten (10) business days such dispute arises. This effort shall precede any judicial

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or quasi-judicial action with respect thereto, provided that the failure or refusal of any party to participate in such negotiate shall eliminate tis condition precedent to judicial or quasi-judicial action.

G. Governing Law and Venue. This Agreement shall be construed and enforced in accordance with the laws of the State of Texas, to the jurisdiction of which the parties hereby submit. Venue in any suit arising out of this Agreement shall lie in a District Court in Hays County, Texas, or in the United States District Court—Western District, Austin Division, if applicable.

H. Assignment: Neither this Agreement nor any right or claim hereunder shall be transferred or assigned by Beneficiary without the prior consent of Hays County which consent may be withheld for any reason deemed sufficient by Hays County.

I. Notices: Notices may be hand delivered or emailed. In each case when delivered, or sent first class US Mail postage prepaid effective three business days after mailing, and in any case to the person and address indicated below or if different, to the address indicated in the last notice provided by the other party.

J. Severability: If any term or condition hereof, or application thereof to any person or circumstance is held invalid, such invalidity shall not affect any other terms, conditions or applications of the Agreement that can be given effect without such term, condition or application, to which end the terms hereof are declared severable.

K. Integration: This Agreement and any exhibits hereto represent the entire agreement between the parties. No other understandings, oral or written in any form, shall be binding upon any party hereto, provided that Beneficiary's application for the Grant shall remain effective for purposes of inducing the Grant.

L. Public Disclosure: The transaction evidenced by this Agreement is subject to such publicity & public records accessibility as Hays County, or their designees may from time to time determine. This right shall expressly survive termination of this Agreement for any reason. Beneficiary understands that any assurance in any form to the contrary is unauthorized and void.

All of the above is understood and confirmed as accurate and the Beneficiary as eligible and agreed to as a condition of accepting the Grant under this Agreement created _____ through December 31, 2026.

SECTION 6 – PAYMENT

A. Amount of Grant: The amount to be paid to the Beneficiary for the provision and administration of Eligible Activities under this Grant Agreement shall be the total budget amount included in the Section 1 of this Grant Agreement, payable as follows: Fifty percent (50%) of the total amount of SLFRF Funds (Initial Payment) authorized under this Grant Agreement shall be payable upon execution of this Agreement and the remaining fifty percent (50%) of the SLFRF Funds authorized under this Agreement (Final Payment), shall be payable upon verification of

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completed project work, validation of actual expenditures and subject to compliance with the voucher procedures as described below.

B. Vouchers; Voucher Review, Approval and Audit: Initial Payment and Final Payment shall be made to the Beneficiary as authorized in Section 6 (A) above and shall be expressly contingent upon (i) the Beneficiary submitting a claim voucher (the "Voucher") in a form satisfactory to the County, that (a) states with reasonable specificity the Eligible Activities performed and the payment requested as reimbursement for such Eligible Activities, (b) certifies that the Eligible Activities performed and the payment requested are in accordance with the terms of this Grant Agreement, and (c) is accompanied by documentation satisfactory to the County supporting the amount claimed, including, where applicable, a certified payroll statement setting forth the names, positions and salaries paid by the Beneficiary during the preceding month, and (ii) review, approval and audit of the Voucher by the County Auditor or his or her duly designated representative (the "Auditor"). Drawdowns for the payment of eligible expenses shall be made against the Eligible Activities specified herein and in accordance with applicable performance requirements.

DRAFT

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on the dates written below.

BENEFICIARY: Hays County Emergency Services District #8

Owner Name: Jim Weatherford

Owner Title: President

SIGNATURE:

DATE

[Name]

[Department]

[Title]

TYPED SIGNATURE

DATE

DRAFT

2022

HCTX104_Emergency Service District #8

HAYS COUNTY ARPA SLFRF PROJECT

HCTX104_Emergency Service District #8

1 Emergency Service District #8 Overview 2
1.1 Designating a Public Health Impact 2
1.2 Designing a response to a pandemic harm 4
1.3 Program Summary 5
2 Comparative Analysis 6
2.1 Reasonableness & Proportionality 6
2.2 Comparison of Proposed Capital Project 7
3 Eligibility 8
3.1 Final Rule 8
3.2 Disproportionately Impacted Communities 8
3.3 Special-Purpose Units of Government 9
3.4 Capital Expenditure 9

DRAFT

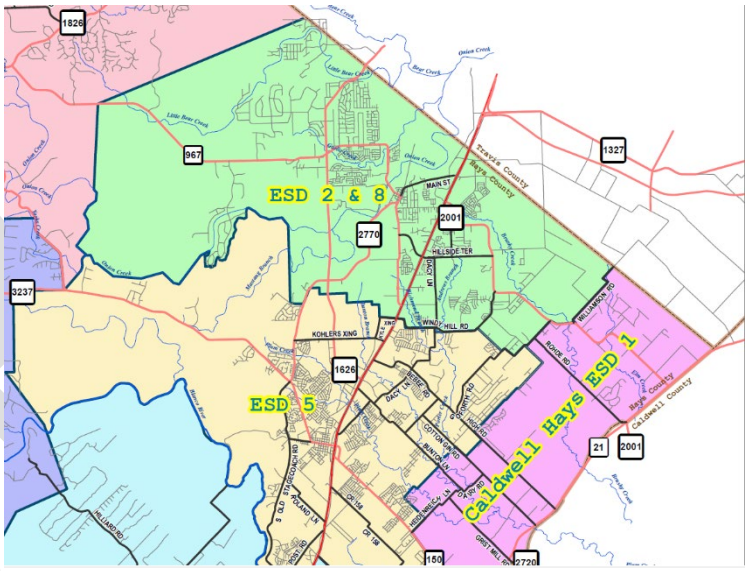
1 EMERGENCY SERVICE DISTRICT #8 OVERVIEW

1.1 DESIGNATING A PUBLIC HEALTH IMPACT

Hays County Emergency Services District #8 (ESD 8) is the political subdivision established by local voters for the purpose of raising money through ad valorem taxes on all real property located within the district. An emergency services district is a grassroots governmental entity that provides fire protection or emergency medical response (or a combination of the two) to Texans. The Buda Fire Department became part of the Northeast Hays County Rural Fire Prevention District #3 in 1984 which allowed the fire department to be funded by tax money. In July of 2003 this was converted to Hays County Emergency Service District #8 (ESD 8). In October 2010, Hays County ESD #2 contracted with Hays County ESD #8 to provide Emergency Medical Services (EMS) to the district.

ESD 8's service area spans from the borders of Driftwood and Austin in the West to Williamson Road and Goforth Road in the East. On its northern border is the Hays County limits. The southern border is the Onion Creek, Kyle city limits, and Windy Hill Road. The ESD 8 service area east of I-35 is where some of the lowest median income ($45,610.01 - $68,021.01) residents live in Hays County (Figure 2), along with the highest concentration of persons of Hispanic origins (Figure 3)[1].

Figure 1: ESD 8 Service Area



In a study of 13 states from October to December 2020, the CDC found that Hispanic or Latino and Native American or Alaska Native individuals were 1.7 times more likely to visit an emergency room for COVID-19 than White individuals.[2] Recent data from the CDC shows that Hispanic or Latino persons, respectfully, are 2.1 times more likely to be hospitalized for COVID-19 as well as 1.8 times more likely to die from the disease[3]. Rate ratios are compared to White, Non-Hispanic persons. A county-level statistical analysis spearheaded by Rice University has found that early deaths statewide in Texas were disproportionately concentrated in Black and Hispanic communities.[4]

Between September 9, 2020, and August 24, 2021, ESD 8's response times for emergency services, including EMS, into the Shadow Creek subdivision east of I-35 was in excess of ten minutes 39% of the time. In contrast the response time for all calls was 13% in excess of ten minutes and 39% under 6

[1] Figures 2 through 4 are from https://egis.hud.gov/cpdmaps/

[2] Sebastian D. Romano et al., Trends in Racial and Ethnic Disparities in COVID–19 Hospitalizations, by Region—United States, March– December 2020

[3] Risk for COVID-19 Infection, Hospitalization, and Death By Race/Ethnicity | CDC

[4] Race and ethnic minority, local pollution, and COVID-19 deaths in Texas|2022

minutes[5]. This demonstrates the slower response times to the most vulnerable areas[6] of Hays County, as measured by the COVID-19 Community Vulnerability Index (CCVI), and the areas with majority Hispanic populations, who account for 41.2% [7]of COVID-19 cases in the County.

Further adding to the strain on ESD 8's resources is the mileage traveled to these distant locations. Fleet replacement is a major capital expense for EMS agencies. Many services have a defined time or mileage trigger that is used to determine when it's time to replace a vehicle. For light-duty chassis ambulances, regardless of if it's a pick-up truck/module (Type I) a van (Type II) or a van cutaway/module, services frequently replace vehicles at 250,000 miles or five years[8]. ESD 8's excess mileage traveling to underserved areas is adding to the district's expenses.

Building the fire station on the new Lois Lane, next to Pfluger Elementary, that connects to Dacy Lane is a proposal to alleviate the impacts on ESD 8 by the public health emergency and servicing the disproportionately impacted concentrated in 2010 Census tract 109.08 (109.08).

Figure 2:Hays County Median Household Income

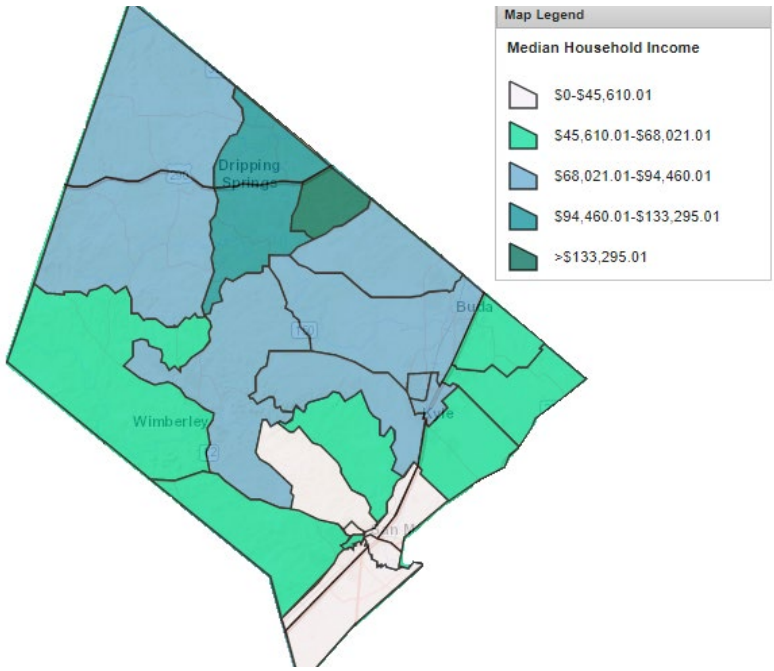
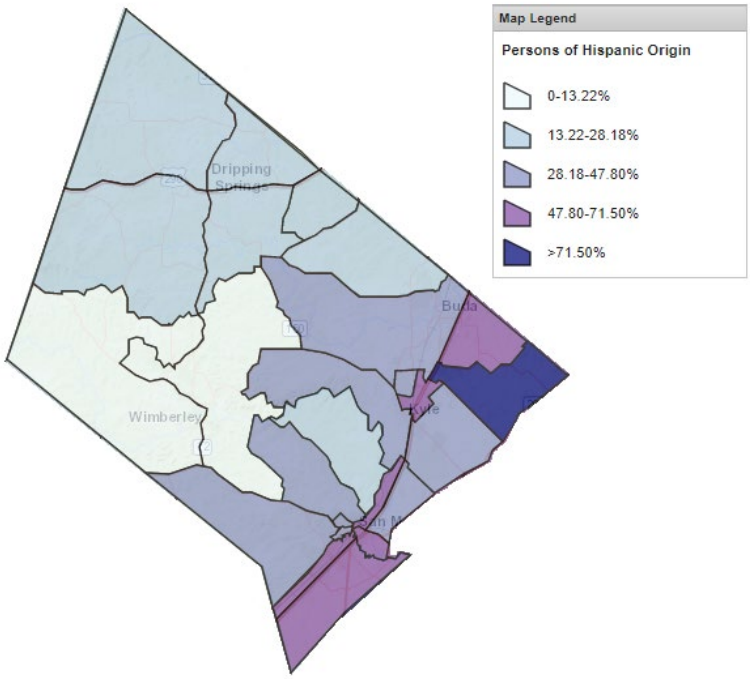


Figure 3:Persons of Hispanic Origin



[5] Incidents 20-21, August 26, 2021 | Buda Fire Department

[6] https://www.precisionforcoviddata.org/?metricId=ccvi&geoLevel=tract&fipsCode=48209&focusLevel=county&focusFips=48209

[7] https://www.hayscisd.net/Page/13580

[8] https://www.ems1.com/ems-products/financial-services/articles/why-extending-the-vehicle-replacement-cycles-makes-sense-6UAkT6x962xPmL1G/

However, much media attention has been paid to the rising cost of materials and construction products due to global supply chain issues exacerbated by the pandemic. ESD 8's Fire and EMS station project has been negatively impacted by these economic factors. Certain material prices were especially prone to wild fluctuations, such as steel (whose average costs more than doubled since the start of the pandemic) and lumber and plywood (whose price also doubled one year into the pandemic but has come back down). Other materials, like glass, drywall, and plastic construction products saw sharper price increases than other materials during this time. But price spikes were not simultaneous, and they didn't occur until well into the pandemic.

According to the bureau of Labor Statistics from February 2020, the month before the COVID-19 pandemic began to affect the economy, nonresidential construction input prices were 39.2% higher in March 2022, continuing a staggering inflationary run that has characterized much of the pandemic.

Figure 4: Producer Price Index, March 2022

	1-Month % Change	12-Month % Change	% Change Since Feb 2020
Inputs to Construction	2.9%	24.4%	39.1%
Inputs to Nonresidential Construction	2.8%	25.0%	39.2%
Plumbing Fixtures and Fittings	0.5%	6.8%	9.0%
Fabricated Structural Metal Products	0.4%	36.0%	49.6%
Iron and Steel	1.4%	36.0%	90.1%
Steel Mill Products	-4.9%	42.9%	103.1%
Nonferrous Wire and Cable	4.4%	26.3%	48.1%
Softwood Lumber	7.6%	22.9%	136.2%
Concrete Products	0.2%	9.9%	12.8%
Prepared Asphalt, Tar Roofing & Siding Products	1.6%	22.6%	29.2%
Crude Petroleum	7.2%	62.2%	101.7%
Natural Gas	-30.1%	62.9%	201.2%
Unprocessed Energy Materials	-11.2%	58.7%	116.4%

Source: U.S. Bureau of Labor Statistics

The original cost estimate for the ESD 8's new fire station in July of 2021 was between $3,750,000 to $4,100,000. An August 2022 engineer's opinion priced the building to be over $5,000,000.

1.2 DESIGNING A RESPONSE TO A PANDEMIC HARM

In an effort to improve response times and better serve a disproportionately impacted population in an underserved area of Hays County, ESD 8 is proposing to build a ~9,357 square foot Fire and EMS station on Lois Lane. The red dot on Figure 6 represents the location of the new station on land expected to be owned by Hays County ESD 8 in October 2022. Note that Lois Lane is a half mile from Windy Hill Road, the border for 109.08.

Figure 5:Fire Station Location

As shown in Figure 6, the majority of responses to the area adjacent to the proposed station location (Shadow Creek) are 6 to 10 minutes with more than a third being over 10 minutes. These response times are much higher than the response times to the overall ESD Service Area. On average, a minute increase in response time increases mortality by between 8 and 17%.[9] Having a staffed station at the designated location would vastly improve services to a population disproportionately impacted by the public health emergency, drastically reducing response times to the area, increasing COVID-19 and future pandemic treatment capacity.

Figure 6: Emergency Response Times September 9, 2020, and August 24, 2021

ESD 8 Service Area	Call Count	Response Time %
6 to 10 minutes	1326	48%
More than 10 Minutes	372	13%
Under 6 Minutes	1078	39%
Grand Total	**2776**	**100%**

Shadow Creek	Call Count	Response Time %
6 to 10 minutes	26	59%
More than 10 Minutes	17	39%
Under 6 Minutes	1	2%
Grand Total	**44**	**100%**

Under the Coronavirus State and Local Fiscal Recovery Funds (SLFRF) Responding to the public health emergency or its negative economic impacts eligible use category, Hays County will mitigate ESD 8's financial hardship from the increased costs caused by pandemic induced construction price escalation and the impact on ESD 8 in responding to the disease itself (COVID-19 mitigation and prevention) while simultaneously providing services to address health disparities of a disproportionately impacted population. Plans for the Lois Lane station include sleeping arrangements for nine (9) Fire and EMS personnel, three apparatus drive-through bays to accommodate for an EMS Unit, fire engine, and brush truck. The newly constructed station will greatly improve ambulance response times to the eastern portions of Buda, Kyle, and East Hays County. Through a grant of $3,000,000 to ESD 8 they will be able to:

- Recover the increased cost of their construction project; and
- Decrease response times to Hispanic, and low- or moderate-income households; and
- Increase maintenance cycles on response vehicles

1.3 Program Summary

ESD 8 submitted an application for grant funds to Hays County for a new purpose-built fire station. The facility will be a combination of heavy and lightweight pre-engineered metal building, engineered and designed for 50 years of use and increased costs due to the pandemic. Plans for the station include sleeping arrangements for nine (9) Fire and EMS personnel, three apparatus drive-through bays to accommodate for an EMS Unit, fire engine, and brush truck. The applicant provided the Order Implementing the Results the Special Election of July 26, 2003 converting to a district operating under Health and Safety Code Chapter 775. Emergency Services Districts to support the eligibility of ESD 8 as a beneficiary. Documentation supporting the pandemic induced increase in cost of the ESD 8 Fire and EMS station are estimates of construction cost from 2021 and 2022. A cost analysis of the price increase and overall cost of the project was completed to determine cost reasonableness and proportionality to the harm experienced.

[9] DO EMERGENCY MEDICAL SYSTEM RESPONSE TIMES MATTER FOR HEALTH OUTCOMES? 2012

The validation and cost reasonableness analysis determined ESD 8 can demonstrate a pandemic related need up to $7,187,800. ESD 8's award is $3,000,000.

2 COMPARATIVE ANALYSIS

2.1 REASONABLENESS & PROPORTIONALITY

According to the Bureau of Labor Statistics from February 2020, the month before the COVID-19 pandemic began to affect the economy, nonresidential construction input prices are 39.2% higher. ESD 8's fire station construction estimate increase can be measured against this index. The original estimate for construction from July 2021 was $3,750,000 to $4,100,000. The August 2022 estimate increased this price to over $5,000,000. Using the Bureau of Labor Statistics' 39.2% cost escalation demonstrates a baseline reasonable expected cost increase on average of $1,538,600.

Low Estimate	High Estimate	Average	Time
$3,750,000	$4,100,000	$3,925,000	7/14/2021
$5,220,000	$5,707,200	$5,463,600	8/3/2022
$1,470,000	$1,607,200	$1,538,600	Delta
		39.2%	**Percent Change**

EMS response time has an effect on health outcomes and life. On average, a minute increase in response time increases mortality by between 8 and 17%. A 1996 meta study determined that the incremental cost effectiveness for a 48-second improvement in response time in non-fire-based one-tiered systems (ALS) was $368,000 per quality-adjusted life year (QALY).[10] The QALY is the basic unit used for health care cost-effective analysis and is equivalent to one year at full health for one individual, resulting from improved treatment. Adjusted for inflation that 48 seconds, or .8 minutes, is now $706,150. The improvement of response times by 4 minutes in 2022 dollars would be worth $3,530,750 per QALY.

Incremental 48 Sec Decrease	Benefit/QALY	Inflation Adjustment[11]
0.8	$368,000	$706,150
1.6	$736,000	$1,412,300
2.4	$1,104,000	$2,118,450
3.2	$1,472,000	$2,824,600
4	$1,840,000	$3,530,750
4.8	$2,208,000	$4,236,900
5.6	$2,576,000	$4,943,050
6.4	$2,944,000	$5,649,200

[10] Cost-effectiveness analysis of potential improvements to emergency medical services for victims of out-of-hospital cardiac arrest

[11] https://www.bls.gov/data/inflation_calculator.htm

The increase in costs supplied by ESD 8 are in line with the pandemic induced rise in construction cost. The decreased response time to the area of Hays County where most of the Hispanic, and low- or moderate-income households reside yields a benefit in-line with the cost of construction of the fire station. The grant amount requested is reasonable.

2.2 Comparison of Proposed Capital Project

Comparison of proposed capital project against at least two alternative capital expenditures and demonstration of why the proposed capital expenditure is superior. Recipients should consider the effectiveness of the capital expenditure in addressing the harm identified and the expected total cost (including pre-development costs) against at least two alternative capital expenditures.

2.2.1 ESD 5 Fire Station Renovation and New Construction

The capital expenditure is in response to the need to decrease response times to a disproportionately impacted population. Building a response station in the area of the impacted population to house EMS services solves this by staging ambulances closer to the areas where response time is higher. EMS has a shorter distance to travel in response to the call.

ESD 5 is renovating and extending existing improved property to establish its fire station at 127 High Road for a similar purpose. The ~8,203 square foot 127 High Road is a pre-engineered metal building (PEMB) with light gage steel mezzanine and emergency weather shelter. We will use the lower price from the 127 High Road 9/15/2021 estimate as a baseline of $3,225,000. This yields a price of $393 per square foot for 127 High Road.

The lower price from ESD 8's 7/14/2021 estimate was $3,750,000 for a ~9,357 square foot fire station on Lois Lane. This yields a price of $401 per square foot for Lois Lane. The difference in price per square foot is $8, a nominal 2%.

2.2.2 Additional Ambulances

Advanced life support (ALS) ambulances are staffed by a paramedic and transport patients who require a higher level of medical monitoring. Patients who require ALS transport may include medical/surgical patients with continuous IV medicine, patients on a cardiac monitor, patients moving to a higher level of care, or patients on a chronic ventilator. The paramedics and EMTs who staff the ALS ambulances have a high level of training and are allowed to start IVs, administer medications, and give injections to help stabilize the patient on the way to a nearby trauma center.

Recent estimates from the San Marcos Hays County EMS place the cost of an ALS ambulance at $398,397.50.[12] $3,000,000 would equal approximately 7 ½ ALS ambulances. An increase in ALS ambulances could be effective in response to increased call volume. However, the purpose of this capital expenditure is to reduce response time to calls.

As noted above, a 48-second improvement in response time is $706,150.05 per QALY. The equivalent value would be about 2 ALS ambulances, but those 2 ambulances would not decrease response time if launched from outlying Hays County ESD #8 Fire and EMS Stations. Therefore, the capital expenditure

[12] HCTX107_EMS Ambulances PW

on ALS ambulances would yield a $0 benefit to the goal of improved response time without a fire station closer to the disproportionately impacted population.

3 ELIGIBILITY

3.1 FINAL RULE[13]

(b) Responding to the public health emergency or its negative economic impacts. A recipient may use funds to respond to the public health emergency or its negative economic impacts if the use meets the criteria provided in paragraph (b)(1) of this section or is enumerated in paragraph (b)(3) of this section; provided that, in the case of a use of funds for a capital expenditure under paragraphs (b)(1) or (b)(3) of this section, the use of funds must also meet the criteria provided in paragraph (b)(4) of this section. Treasury may also articulate additional eligible programs, services, or capital expenditures from time to time that satisfy the eligibility criteria of this paragraph (b), which shall be eligible under this paragraph (b).

> (1) Identifying eligible responses to the public health emergency or its negative economic impacts.
>
> > (i) A program, service, or capital expenditure is eligible under this paragraph (b)(1) if a recipient identifies a harm or impact to a beneficiary or class of beneficiaries caused or exacerbated by the public health emergency or its negative economic impacts and the program, service, or capital expenditure responds to such harm.
> >
> > (ii) A program, service, or capital expenditure responds to a harm or impact experienced by an identified beneficiary or class of beneficiaries if it is reasonably designed to benefit the beneficiary or class of beneficiaries that experienced the harm or impact and is related and reasonably proportional to the extent and type of harm or impact experienced.

3.2 DISPROPORTIONATELY IMPACTED COMMUNITIES

Step 1. Identify a COVID-19 public health or negative economic impact on an individual or a class. Recipients should identify an individual or class that is "impacted" or "disproportionately impacted" by the COVID-19 public health emergency or its negative economic impacts as well as the specific impact itself.

- "Impacted" entities are those impacted by the disease itself or the harmful consequences of the economic disruptions resulting from or exacerbated by the COVID- 19 public health emergency. For example, an individual who lost their job or a small business that saw lower revenue during a period of closure would both have experienced impacts of the pandemic.

Recipients also have broad flexibility to identify a "class" – or a group of households, small businesses, or nonprofits – that experienced an impact. In these cases, the recipients should first identify the class and the impact that it faced. Then, recipients only need to document that the individuals served fall within

[13] 31 CFR 35.6(b)

that class; recipients do not need to document a specific impact to each individual served. For example, a recipient could identify that restaurants in the downtown area faced substantial declines in revenue due to decreased foot traffic from workers; the recipient could develop a program to respond to the impact on that class and only needs to document that the businesses being served are restaurants in the downtown area.

Step 2. Design a response that addresses or responds to the impact. Programs, services, and other interventions must be reasonably designed to benefit the individual or class that experienced the impact. They must also be related and reasonably proportional to the extent and type of impact experienced. For example, uses that bear no relation or are grossly disproportionate to the type or extent of the impact would not be eligible.

3.3 Special-Purpose Units of Government[14]

Special-purpose units of local government are not eligible to receive an award as a recipient under the SLFRF program; however, a state, territory, local, or Tribal government may transfer funds to a special-purpose unit of government to carry out a program or project on its behalf as a subrecipient. Special-purpose districts perform specific functions in the community, such as fire, water, sewer or mosquito abatement districts. A recipient can also provide funds to an entity that is special-purpose government for the purpose of directly benefitting the entity as a result of the entity experiencing a public health impact or negative economic impact of the pandemic.

3.4 Capital Expenditure

The total expected capital expenditure of the Fire and EMS Station is over $1 million. The final rule clarifies that recipients may use funds for capital expenditures that support an eligible COVID-19 public health or economic response. Primary care clinics, hospitals, integration of health services into other settings, and other investments in medical equipment & facilities designed to address health disparities is an enumerated project to respond to disproportionately impacted communities.

3.4.1 Description of the harm or need to be addressed

Recipients should provide a description of the specific harm or need to be addressed and why the harm was exacerbated or caused by the public health emergency. Recipients may provide quantitative information on the extent and the type of harm, such as the number of individuals or entities affected.

In Section 1.1 evidence is provided that demonstrates the need for the capital expenditure in detail.

3.4.2 Explanation of why a capital expenditure is appropriate

For example, recipients should include an explanation of why existing equipment and facilities, or policy changes or additional funding to pertinent programs or services, would be inadequate.

The fire and EMS station being constructed off of Lois Lane is to address the harm of increased EMS response time to a disproportionately impacted population. Response time is a physical limitation of time and distance traveled that cannot be adequately addressed through policy. The impact of response

[14] Coronavirus State and Local Fiscal Recovery Funds Final Rule: Frequently Asked Questions 1.3|July 27, 2022

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time on health outcomes is detailed in Section 2.1. A comparison of alternatives is presented in Section 2.2.

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HAYS COUNTY

American Rescue Plan State and Local Fiscal Recovery Fund Grant Application

Applicant Information

Applicant Name	HAYS COUNTY EMERGENCY SERVICES DISTRICT #8		
Address	PO Box 1159		
City	Buda	State	TX
Zip Code	78610		
Organization Type	Special-purpose units of local government		
Telephone	(512) 295-2232		
Point of Contact	CLAY HUCKABY		
Title	CHIEF		
DUNS, UEI, or EIN Number	143310543		
Amount Requested	$3,000,000.00		

Eligibility

1	Is the Organization a 501(c)(3), 501(c)(19), or a special-purpose units of local government?	Yes
2	Is the organization located in Hays County and possessing a valid license or authorization to operate in the State of Texas?	Yes
3	Is the Organization currently in operation?	Yes
4	What is the Period of Performance for this grant?	March 3, 2021 through December 31, 2026
5	Does anyone with any ownership or other financial or management control of this Organization work for Hays County, or have any other conflict of interest with Hays County?	No
6	Has any federal, state, or local funding been received for this service or program?	No

HAYS COUNTY

6a If yes to 6, provide information including:

Name of Funding Source	
Amount	
Date Received	
Other	

Eligibility Documentation

7 Proof of 501(c)(3), 501(c)(19), or special-purpose units of local government :

Form 990 IRS Filing 2019 or later	
IRS Determination Letter	
Texas Exemption Verification Letter	
Other	
Specify:	district creation documents

8 Documents showing increased cost due to the pandemic:

Proof of Payment (general ledger, canceled check, electronic funds transfer, etc.)	
Invoices for Costs	
Estimates for Costs	X
Labor Hours and Rates	
Change Orders	
Other	
Specify:	

9 Documents showing the increase in need generated by the pandemic:

Specify:	Documented response times of emergency services dispatched from existing fire stations to disproportionately impacted populations

10 Documents showing decreased revenue:

Other	
Specify:	

HAYS COUNTY

Certifications

11 I certify that organization does not and shall not discriminate on the basis of race, color, religion (creed), gender, gender expression, age, national origin (ancestry), disability, marital status, sexual orientation, or military status, in any of its activities or operations.

Initials _____

12 Maintenance of Records: If granted an award applicant will retain financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to the award for a period of three years from the date of submission of the final expenditure report.

Initials _____

13 Financial and Audit Management: The applicant will be required to follow the provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR 200) (the Uniform Guidance).

Initials _____

_____
Signature

_____
Print Name

_____
Title

_____
Date

ORDER DECLARING RESULTS OF AN ELECTION

TO CREATE

"NORTHEAST HAYS COUNTY RURAL FIRE PREVENTION DIST.#3"

Whereas, at an election duly and regularly held on the 11th day of August A.D., 1984, within that portion of Hays County, Texas, described as:

> All of Hays County Justice Precinct #5 and including that area of Hays County Justice Precinct #2 which is bounded on the south by the north line of the Negley Ranch, and the north line of Mountain City Oaks subdivision on the west by the west line of the Morton M. McCarver Survey No. 4 and on the north and east by the south line of Justice Precint #5.

there was submitted to the legal voters thereof the question whether the above described territory shall be formed into a Rural Fire Protection District under the provisions of the laws of this State; and

Whereas, at such election 103 votes were cast in favor of formation of said district and 9 votes were cast against such formation; and

Whereas, the formation of such Rural Fire Prevention District received the affirmative vote of the majority votes cast at such election as provided by law;

Now, therefore, the County Commissioners' Court of Hays County, Texas, do hereby find, declare and order that the tract hereinabove described has been duly and legally formed into a Rural Fire Prevention District under the name of "NORTHEAST HAYS COUNTY RURAL FIRE PREVENTION DISTRICT #3", under and pursuant to Article III, Section 48-d of the Constitution of Texas, and with the powers vested in such district conferred by law.

Signed this the 13th day of August A.D., 1984.

HAYS COUNTY COMMISSIONERS' COURT

WALTER BURNETT, COUNTY JUDGE

RAFAEL GONZALES
COMMISSIONER, PRECINCT NO. 1

DAN CAMPOS
COMMISSIONER, PRECINCT NO. 2

CRAIG D. PAYNE
COMMISSIONER, PRECINCT NO. 3

ABSENT
LEONARD C. McCARTY
COMMISSIONER, PRECINCT NO. 4

COMMISSIONERS COURT ★ HAYS COUNTY, TEXAS

7311
M-181

THE STATE OF TEXAS

COUNTY OF HAYS

I, Lee Carlisle, Clerk, County Court and Ex-Officio Clerk of the Commissioners' Court, do hereby certify that the foregoing contains a true and correct copy of an **ORDER DECLARING RESULTS OF AN ELECTION TO CREATE THE "NORTHEAST HAYS COUNTY RURAL FIRE PREVENTION DISTRICT #3"** as adopted on August 13, 1984, and as the same appears in Volume M on Page 181 of the Commissioners' Court Minutes.

Given under my hand and seal of office at San Marcos, Texas this the 19th day of June, 2002.

COMMISSIONERS COURT HAYS COUNTY, TEXAS

LEE CARLISLE, COUNTY CLERK & EX OFFICIO CLERK OF THE COMMISSIONERS' COURT OF H A Y S COUNTY, TEXAS

BY Linda C Fritsche
DEPUTY

Northeast Hays County Rural Fire Prevention District No. 3

Order Implementing the Results
of the Special Election Held on
July 26, 2003

A special election was held on July 26, 2003 for the purpose of adopting or rejecting the proposition:

> The conversion of Northeast Hays County Rural Fire Prevention District No. 3 from a district operating under Chapter 794, Health and Safety Code, to the Hays County Emergency Services District No. 8, a district operating under Chapter 775, Health and Safety Code.

The results of that election have been declared in favor of the conversion.

Therefore, it is hereby order that the Commissioners of the District implement the conversion required under the Health and Safety Code, and the District's name be changed to:

Hays County Emergency Services District No. 8

Effective October 1, 2003

Issued this 6th day of August, 2003.

Robert Guinn, President

Scott Stevens, V.P.

Jim Weatherford, Comm.

Paul Kaskie, Comm.

James M. Huckaby, Treas.

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Date: 09/13/2022

Requested By: Marcus Pacheco, Development Services Director
Sponsor: Commissioner Shell

Agenda Item

Presentation by the Hays County Development Services Department on the new Hays County GIS Data Portal.
SHELL/PACHECO

Summary

Presentation and explanation of the new Hays County GIS Data Portal where Hays County employees, members of our community, and other stakeholders can review or download authoritative GIS data from Hays County.

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Date: 09/13/2022
Requested By: Britney Richey, Hays County Treasurer
Sponsor: Judge Becerra

Agenda Item

Approve the payment of the September 15, 2022 payroll disbursements in an amount not to exceed $3,155,000.00 effective September 15, 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: 09/13/2022

Requested By: Elaine Cardenas

Sponsor: Judge Becerra

Agenda Item

Approve Commissioners Court Minutes of August 2, 2022 and August 9, 2022. **BECERRA/CARDENAS**

Summary

Attachments

08/02/2022 Minutes
08/09/2022 Minutes

STATE OF TEXAS *
COUNTY OF HAYS *

ON THIS THE 2nd DAY OF AUGUST A.D., 2022, THE COMMISSIONERS' COURT OF HAYS COUNTY, TEXAS, MET IN REGULAR MEETING. THE FOLLOWING MEMBERS WERE PRESENT, TO-WIT:

RUBEN BECERRA	**COUNTY JUDGE**
DEBBIE GONZALES INGALSBE	**COMMISSIONER, PCT. 1**
MARK JONES	**COMMISSIONER, PCT. 2**
LON A. SHELL	**COMMISSIONER, PCT. 3**
WALT SMITH	**COMMISSIONER, PCT. 4**
ELAINE H. CÁRDENAS	**COUNTY CLERK**

Clerk's Note: For complete transcript go to Hays County Website https://hayscountytx.com/commissioners-court/court-video/ Transcript can be translated into any language through Google.com.

THE FOLLOWING PROCEEDINGS WERE HAD, THAT IS:

Pastor Darius Todd gave the invocation. Judge Becerra led the court in the Pledge of Allegiance to the United States and Texas flags. Judge Becerra called the meeting to order.

PUBLIC COMMENTS

Rodrigo Amaya made a public comment concerning County employee accountability. Harvey Jenkins made a public comment concerning a tax contract notice received for his property.

37836 Adopt a Proclamation Commemorating the 175th Anniversary of the First United Methodist Church of San Marcos.

Commissioner Ingalsbe congratulated the church on the accomplishment and thanked Stephen Traeger for facilitating the Proclamation. Commissioner Shell spoke about his family's involvement and history with the church. Commissioner Smith congratulated the church on their growth over the years. Commissioner Jones congratulated the church and thanked them for their work in the community. Pastor Adam Knapp thanked the court for the Proclamation and spoke about the church's mission. Judge Becerra thanked the church members for attending and spoke about the importance of faith.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Shell to adopt a Proclamation Commemorating the 175th Anniversary of the First United Methodist Church of San Marcos.

AYE: Commissioner Ingalsbe, Commissioner Jones, Commissioner Shell, Commissioner Smith, Judge Becerra

5 - 0 Passed - Unanimously

37837 Adopt a Proclamation declaring August 2022 as National Immunization Awareness Month.

Commissioner Ingalsbe thanked the Health Department employees for their hard work. Juli Barksdale, Hays County Epidemiologist, spoke about the importance of vaccinations and invited the public to a celebration for a week of free immunizations for children. Commissioner Smith thanked the Health Department for all their work, especially during the last few years. Commissioner Shell encouraged the public to learn more about the work the Health Department does and thanked Tammy Crumley for organizing the clinic. Commissioner Jones thanked the Health Department for all their work during the COVID-19 pandemic. Judge Becerra thanked the Health Department team and spoke about the importance of treating others with kindness during the pandemic. Tammy Crumley, Director of Countywide Operations, thanked the Health Department staff for their work and Christus Trinity Clinic for providing the vaccines. She promoted the Immunization and Vaccine Forums occurring in Kyle and encourage the public to attend and ask any questions they have.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Shell to adopt a Proclamation declaring August 2022 as National Immunization Awareness Month.

AYE: Commissioner Ingalsbe, Commissioner Jones, Commissioner Shell, Commissioner Smith, Judge Becerra

5 - 0 Passed - Unanimously

37838 Adopt a Proclamation declaring August 14, 2022 Jimmy and Linda Parker Day.

Judge Becerra spoke about Jimmy and Linda Parker's contributions to the community and his personal friendship with them. Jimmy Parker thanked the court for the recognition and spoke about growing up and working in San Marcos.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Shell to adopt a Proclamation declaring August 14, 2022 Jimmy and Linda Parker Day.

AYE: Commissioner Ingalsbe, Commissioner Jones, Commissioner Shell, Commissioner Smith, Judge Becerra

5 - 0 Passed - Unanimously

Presentation by Ardurra regarding use of American Rescue Plan Act (ARPA) funds for the Hays-Caldwell Women's Shelter.

Commissioner Smith spoke about the process of choosing the Hays-Caldwell Women's Center (HCWC) as a recipient of ARPA funds and the justification of the use of those funds to the United States Treasury. Eric Boehning, Ardurra Senior Project Manager, further elaborated on the grant and stated its use is covered under the Public Health and Negative Economic Impact's Eligible Use category. The court expressed appreciation for the HCWC and those involved in this project. Commissioner Smith added this brings the County's overall contribution to the transitional housing facility to $1.244 million. He thanked HCWC's Michelle Rodriguez, Commissioner Jones, Sarah Brandon of Dripping Springs, and County Court at Law Judge Daniel O'Brien for their work. Melissa Rodriguez, CEO of HCWC, spoke about the increase in services the facility is needing to provide and thanked the court for their support. Mark Kennedy, General Counsel, noted that presentations will be given during the meeting before action is taken on projects like this so the court may be informed before voting. No action taken.

Presentation by Ardurra regarding use of American Rescue Plan Act (ARPA) funds for the San Marcos Hays County EMS.

Commissioner Ingalsbe provided a history of the San Marcos Hays County EMS and spoke about acquiring two additional ambulances. Eric Boehning, Ardurra Senior Project Manager, stated the new ambulances will allow EMS to have quicker response times to any disasters or issues that arise from pandemics. Commissioner Ingalsbe thanked Boehning for his work on these projects. Commissioner Shell spoke about the organization's growth and service to the community. Commissioner Smith inquired about how to provide an additional ambulance to ESD 1. David Smith, Chief of San Marcos Hays County EMS, addressed Commissioner Smith's questions, spoke about the struggles EMS staff have gone through during the pandemic, and provided an update on new vehicles. Commissioner Smith spoke about supply chain issues and how they are negatively impacting response times. Mike Jones, Director of Emergency Services, thanked the EMS staff for assisting with vaccine clinics. Tammy Crumley, Director of Countywide Operations, thanked Matt Weinberg, Jim Swisher, and Scott Robinson for their work with the vaccine clinics. Judge Becerra praised all involved with emergency services. No action taken.

Clerk's Note: Judge Becerra called for a recess that began at 10:07 a.m. and resumed back into open court at 10:17 a.m.

37839 Approve payments of County invoices.

A motion was made by Commissioner Jones, seconded by Commissioner Smith to approve payments of County invoices.

AYE: Commissioner Ingalsbe, Commissioner Jones, Commissioner Shell, Commissioner Smith, Judge Becerra

5 - 0 Passed - Unanimously

37840 Approve the payment of Juror checks.

A motion was made by Commissioner Jones, seconded by Commissioner Smith to approve the payment of Juror checks.

AYE: Commissioner Ingalsbe, Commissioner Jones, Commissioner Shell, Commissioner Smith, Judge Becerra

5 - 0 Passed - Unanimously

37841 Approve the payment of United Healthcare claims.

A motion was made by Commissioner Jones, seconded by Commissioner Smith to approve the payment of United Healthcare claims.

AYE: Commissioner Ingalsbe, Commissioner Jones, Commissioner Shell, Commissioner Smith, Judge Becerra

5 - 0 Passed - Unanimously

37842 Authorize payment to Salon Estrella for a venue rental used by the Local Health Department in the amount of $975.00 in which no purchase order was issued as required per the Hays County Purchasing Policy.

A motion was made by Commissioner Jones, seconded by Commissioner Smith to authorize payment to Salon Estrella for a venue rental used by the Local Health Department in the amount of $975.00 in which no purchase order was issued as required per the Hays County Purchasing Policy.

AYE: Commissioner Ingalsbe, Commissioner Jones, Commissioner Shell, Commissioner Smith, Judge Becerra

5 - 0 Passed - Unanimously

37843 Approve Utility Permits.

A motion was made by Commissioner Jones, seconded by Commissioner Smith to approve Utility Permits.

AYE: Commissioner Ingalsbe, Commissioner Jones, Commissioner Shell, Commissioner Smith, Judge Becerra

5 - 0 Passed - Unanimously

37844 Authorize payment to On Site Services in the amount of $500.00 for the Transportation Department related to mandatory quarterly, random Department of Transportation (DOT) drug screenings in which no purchase order was issued as required per the Hays County Purchasing Policy.

A motion was made by Commissioner Shell, seconded by Commissioner Ingalsbe to authorize payment to On Site Services in the amount of $500.00 for the Transportation Department related to mandatory quarterly, random Department of Transportation (DOT) drug screenings in which no purchase order was issued as required per the Hays County Purchasing Policy.

AYE: Commissioner Ingalsbe, Commissioner Jones, Commissioner Shell, Commissioner Smith, Judge Becerra

5 - 0 Passed - Unanimously

37845 Authorize an amendment to the FY22 Statewide Automated Victim Notification Service (SAVNS) grant contract through the Office of the Attorney General related to a change in vendor name.

A motion was made by Commissioner Shell, seconded by Commissioner Ingalsbe to authorize an amendment to the FY22 Statewide Automated Victim Notification Service (SAVNS) grant contract through the Office of the Attorney General related to a change in vendor name.

AYE: Commissioner Ingalsbe, Commissioner Jones, Commissioner Shell, Commissioner Smith, Judge Becerra

5 - 0 Passed - Unanimously

37846 Authorize the County Judge to execute a First Amendment to the Interlocal Cooperation Agreement between Hays County and Burnet County for Jail Services.

A motion was made by Commissioner Shell, seconded by Commissioner Ingalsbe to authorize the County Judge to execute a First Amendment to the Interlocal Cooperation Agreement between Hays County and Burnet County for Jail Services.

AYE: Commissioner Ingalsbe, Commissioner Jones, Commissioner Shell, Commissioner Smith, Judge Becerra

5 - 0 Passed - Unanimously

37847 Authorize Security One to install a Cellular Communicator to the fire alarm system at the Precinct 4 building in the amount of $800.00 and execute the updated systems monitoring agreement and amend the budget accordingly.

A motion was made by Commissioner Shell, seconded by Commissioner Ingalsbe to authorize Security One to install a Cellular Communicator to the fire alarm system at the Precinct 4 building in the amount of $800.00 and execute the updated systems monitoring agreement and amend the budget accordingly.

AYE: Commissioner Ingalsbe, Commissioner Jones, Commissioner Shell, Commissioner Smith, Judge Becerra

5 - 0 Passed - Unanimously

37848 Approve the rejection of all bids related to IFB 2022-B09 RM 12 at RM 3237 Intersection.

Judge Becerra asked for clarification. Commissioner Shell explained both bids were well outside the engineer's estimates. They plan to separate the project between the County and Wimberley and get more favorable pricing for the project that the County is responsible for.

A motion was made by Commissioner Shell, seconded by Commissioner Ingalsbe to approve the rejection of all bids related to IFB 2022-B09 RM 12 at RM 3237 Intersection.

AYE: Commissioner Ingalsbe, Commissioner Jones, Commissioner Shell, Commissioner Smith, Judge Becerra

5 - 0 Passed - Unanimously

37849 Approval to hold an online auction with Rene Bates Auctioneers to dispose of surplus property pursuant to Texas Local Government Code 263.152 (a)(1) and authorize Purchasing to advertise. Purchasing is also seeking approval to properly dispose of items that are placed in the online auction, but do not sell, in accordance with 263.152 (a) (3) (4).

A motion was made by Commissioner Shell, seconded by Commissioner Ingalsbe to approval to hold an online auction with Rene Bates Auctioneers to dispose of surplus property pursuant to Texas Local Government Code 263.152 (a)(1) and authorize Purchasing to advertise. Purchasing is also seeking approval to properly dispose of items that are placed in the online auction, but do not sell, in accordance with 263.152 (a) (3) (4).

AYE: Commissioner Ingalsbe, Commissioner Jones, Commissioner Shell, Commissioner Smith, Judge Becerra

5 - 0 Passed - Unanimously

37850 Authorize the execution of the FY 2023 Interlocal Contract for the Next Generation 9-1-1 Database Program with the Capital Area Emergency Communications District (CAECD) for emergency communications Geographic Information Systems (GIS) services to be provided by the County with no County matching funds required.

A motion was made by Commissioner Shell, seconded by Commissioner Ingalsbe to authorize the execution of the FY 2023 Interlocal Contract for the Next Generation 9-1-1 Database Program with the Capital Area Emergency Communications District (CAECD) for emergency communications Geographic Information Systems (GIS) services to be provided by the County with no County matching funds required.

AYE: Commissioner Ingalsbe, Commissioner Jones, Commissioner Shell, Commissioner Smith, Judge Becerra

5 - 0 Passed - Unanimously

37851 Receive and Ratify the finalized Parks Bond Agreements: Interlocal Agreement between the City of Dripping Springs, Texas; Hays County, Texas; Dripping Springs Skatepark, Inc., and the Dripping Springs Community Foundation for the Construction of Dripping Springs Regional Skate Park, to be constructed at The Founders Memorial Park, a Public Property owned by the City of Dripping Springs, Texas; Interlocal Agreement between the City of Kyle, Texas and Hays County, Texas for the Improvement of Park Facilities at Sites owned by the City of Kyle, Texas; Roadway Maintenance and Easement Agreement-Sentinel Peak; and Agreement between Patriots' Hall of Dripping Springs, Texas and Hays County, Texas for the Improvement of Property Dedicated for the Benefit of Military Veterans and the Public and amend the budget accordingly.

Mark Kennedy, General Counsel, stated this creates a court record that will be searchable at a later date and serves to ratify the finalized agreement if any minor changes were made after approval. Commissioner Smith thanked Kennedy and the Office of General Counsel for their work on these projects and stated there is additional funding that will be used for construction.

A motion was made by Commissioner Smith, seconded by Commissioner Shell to receive and Ratify the finalized Parks Bond Agreements: Interlocal Agreement between the City of Dripping Springs, Texas; Hays County, Texas; Dripping Springs Skatepark, Inc., and the Dripping Springs Community Foundation for the Construction of Dripping Springs Regional Skate Park, to be constructed at The Founders Memorial Park, a Public Property owned by the City of Dripping Springs, Texas; Interlocal Agreement between the City of Kyle, Texas and Hays County, Texas for the Improvement of Park Facilities at Sites owned by the City of Kyle, Texas; Roadway Maintenance and Easement Agreement-Sentinel Peak; and Agreement between Patriots' Hall of Dripping Springs, Texas and Hays County, Texas for the Improvement of Property Dedicated for the Benefit of Military Veterans and the Public and amend the budget accordingly.

AYE: Commissioner Ingalsbe, Commissioner Jones, Commissioner Shell, Commissioner Smith, Judge Becerra

5 - 0 Passed - Unanimously

37852 Authorize the County Judge to execute a Second Amendment to the Interlocal Cooperation Agreement between Hays County and the Wimberley Independent School District related to the addition of two (2) additional School Resource Officers.

Commissioner Shell stated this has not yet been approved by the Wimberley school board. Judge Becerra emphasized the need to support the schools in their efforts to protect students. Commissioner Shell suggested using ARPA funds to add additional officers in the future.

A motion was made by Commissioner Smith, seconded by Commissioner Shell to authorize the County Judge to execute a Second Amendment to the Interlocal Cooperation Agreement between Hays County and the Wimberley Independent School District related to the addition of two (2) additional School Resource Officers.

AYE: Commissioner Ingalsbe, Commissioner Jones, Commissioner Shell, Commissioner Smith, Judge Becerra

5 - 0 Passed - Unanimously

37853 Authorize payment to Truck City Ford in the amount of $2,092.35 for the Constable, Precinct 3 Office related to battery and A/C compressor replacement on a 2015 Ford F-150, in which no purchase order was issued as required per the Hays County Purchasing Policy and amend the budget accordingly.

A motion was made by Commissioner Smith, seconded by Commissioner Shell to authorize payment to Truck City Ford in the amount of $2,092.35 for the Constable, Precinct 3 Office related to battery and A/C compressor replacement on a 2015 Ford F-150, in which no purchase order was issued as required per the Hays County Purchasing Policy and amend the budget accordingly.

AYE: Commissioner Ingalsbe, Commissioner Jones, Commissioner Shell, Commissioner Smith, Judge Becerra

5 - 0 Passed - Unanimously

37854 Discussion and possible action to authorize the County Judge to execute an Application for Eligibility to participate in the Texas Facilities Commission Federal Surplus Property Program.

A motion was made by Commissioner Smith, seconded by Commissioner Shell to authorize the County Judge to execute an Application for Eligibility to participate in the Texas Facilities Commission Federal Surplus Property Program.

AYE: Commissioner Ingalsbe, Commissioner Jones, Commissioner Shell, Commissioner Smith, Judge Becerra

5 - 0 Passed - Unanimously

37855 Hold a public hearing with possible action to establish 3-way stop locations on Flaming Cliff Road:at the intersection with Whisper Valley Drive (west end); at the intersection with Round Bluff Circle (private road); at the intersection with Whisper Valley Drive (east end).

Judge Becerra opened the Public Hearing at 10:41 a.m. No comments were made. Judge Becerra closed the Public Hearing at 10:41 a.m. Commissioner Shell stated the Transportation Department completed a study and determined this is needed due to increased traffic in the area.

A motion was made by Commissioner Shell, seconded by Commissioner Smith to establish 3-way stop locations on Flaming Cliff Road:at the intersection with Whisper Valley Drive (west end); at the intersection with Round Bluff Circle (private road); at the intersection with Whisper Valley Drive (east end).

AYE: Commissioner Ingalsbe, Commissioner Jones, Commissioner Shell, Commissioner Smith, Judge Becerra

5 - 0 Passed - Unanimously

37856 Discussion and possible action to consider the acceptance of road construction & surface drainage improvements for The Vineyard subd., Phase 2.

A motion was made by Commissioner Shell, seconded by Commissioner Smith to accept the road construction & surface drainage improvements for The Vineyard subd., Phase 2.

AYE: Commissioner Ingalsbe, Commissioner Jones, Commissioner Shell, Commissioner Smith, Judge Becerra

5 - 0 Passed - Unanimously

37857 Discussion and possible action to call for a public hearing on August 16, 2022 to establish a 4-way stop location on Vista Gardens Drive at the intersection with Parkrose Drive to help control traffic for the new Sunfield Elementary School.

A motion was made by Commissioner Jones, seconded by Commissioner Ingalsbe to call for a public hearing on August 16, 2022 to establish a 4-way stop location on Vista Gardens Drive at the intersection with Parkrose Drive to help control traffic for the new Sunfield Elementary School.

AYE: Commissioner Ingalsbe, Commissioner Jones, Commissioner Shell, Commissioner Smith, Judge Becerra

5 - 0 Passed - Unanimously

37858 Discussion and possible action to call for a public hearing on August 16, 2022 to establish a 2-way stop location on Sunbright Blvd at the intersection with the school entrance-only drive to help control traffic for the new Sunfield Elementary School.

A motion was made by Commissioner Jones, seconded by Commissioner Ingalsbe to call for a public hearing on August 16, 2022 to establish a 2-way stop location on Sunbright Blvd at the intersection with the school entrance-only drive to help control traffic for the new Sunfield Elementary School.

AYE: Commissioner Ingalsbe, Commissioner Jones, Commissioner Shell, Commissioner Smith, Judge Becerra

5 - 0 Passed - Unanimously

37859 Discussion and possible action to call for a public hearing on August 16, 2022 to establish a 4-way stop location on Sunbright Blvd at the intersection with Vista Gardens Drive to help control traffic for the new Sunfield Elementary School.

A motion was made by Commissioner Jones, seconded by Commissioner Ingalsbe to call for a public hearing on August 16, 2022 to establish a 4-way stop location on Sunbright Blvd at the intersection with Vista Gardens Drive to help control traffic for the new Sunfield Elementary School.

AYE: Commissioner Ingalsbe, Commissioner Jones, Commissioner Shell, Commissioner Smith, Judge Becerra

5 - 0 Passed - Unanimously

37860 Discussion and possible action to accept Subdivision Improvements Performance Bond No. 0699738 for street and drainage improvements in the amount of $806,832.65 for Crosswinds, Phase 4-A Subdivision.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Jones to accept Subdivision Improvements Performance Bond No. 0699738 for street and drainage improvements in the amount of $806,832.65 for Crosswinds, Phase 4-A Subdivision.

AYE: Commissioner Ingalsbe, Commissioner Jones, Commissioner Shell, Commissioner Smith, Judge Becerra

5 - 0 Passed - Unanimously

37861 Discussion and possible action to authorize the County Judge to execute Change Order No. 14 in the amount of $50,775.24 to the Construction Contract between Hays County and Cox Commercial Construction for the RM 3237 at RM 150 Roundabout (IFB2021-B06) project as part of the Hays County Road Bond Program in Precinct 3 and amend the budget accordingly.

Commissioner Shell stated the project is close to being complete and thanked the Transportation Department for their oversight.

A motion was made by Commissioner Shell, seconded by Commissioner Smith to authorize the County Judge to execute Change Order No. 14 in the amount of $50,775.24 to the Construction Contract between Hays County and Cox Commercial Construction for the RM 3237 at RM 150 Roundabout (IFB2021-B06) project as part of the Hays County Road Bond Program in Precinct 3 and amend the budget accordingly.

AYE: Commissioner Ingalsbe, Commissioner Jones, Commissioner Shell, Commissioner Smith, Judge Becerra

5 - 0 Passed - Unanimously

37862 Discussion and possible action to authorize the County Judge to execute Amendment #2 to an Advance Funding Agreement between Hays County and Texas Transportation Department (TxDOT) regarding the FM 621 Corridor Safety Improvements project.

Commissioner Ingalsbe stated that due to nationwide inflation, TXDOT agreed to be responsible for 50% of construction cost overruns for this segment. Judge Becerra thanked TXDOT for their contribution.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Jones to authorize the County Judge to execute Amendment #2 to an Advance Funding Agreement between Hays County and Texas Transportation Department (TxDOT) regarding the FM 621 Corridor Safety Improvements project.

AYE: Commissioner Ingalsbe, Commissioner Jones, Commissioner Shell, Commissioner Smith, Judge Becerra

5 - 0 Passed - Unanimously

37863 Discussion and possible action to authorize the County Judge to execute Contract Amendment No. 1 in the amount of $100,000.00 to the Professional Services Agreement between Hays County and Garver, LLC for engineering design and support services for Drainage and Low Water Crossing Improvements at Bear Creek Pass in Precinct 4 project as part of the Road Bond Program.

Commissioner Smith stated this will allow for the map to be revised.

A motion was made by Commissioner Smith, seconded by Commissioner Shell to authorize the County Judge to execute Contract Amendment No. 1 in the amount of $100,000.00 to the Professional Services Agreement between Hays County and Garver, LLC for engineering design and support services for Drainage and Low Water Crossing Improvements at Bear Creek Pass in Precinct 4 project as part of the Road Bond Program.

AYE: Commissioner Ingalsbe, Commissioner Jones, Commissioner Shell, Commissioner Smith, Judge Becerra

5 - 0 Passed - Unanimously

37864 Discussion and possible action to consider the acceptance of road construction & surface drainage improvements, release of the Letter of Credit #SBP702741 in the amount of $808,725.50, acceptance of the 2-year maintenance bond #4442353MNT-1 in the amount of $97,283.82, and acceptance of the 1-year revegetation bond #4442353MNT-2 in the amount of $72,930.70 for Parten Ranch subd., Phase 3.

A motion was made by Commissioner Smith, seconded by Commissioner Shell to accept the road construction & surface drainage improvements, release the Letter of Credit #SBP702741 in the amount of $808,725.50, accept the 2-year maintenance bond #4442353MNT-1 in the amount of $97,283.82, and accept the 1-year revegetation bond #4442353MNT-2 in the amount of $72,930.70 for Parten Ranch subd., Phase 3.

AYE: Commissioner Ingalsbe, Commissioner Jones, Commissioner Shell, Commissioner Smith, Judge Becerra

5 - 0 Passed - Unanimously

37865 PLN-1927-PC; Call for Public Hearing on August 16th, 2022 to discuss final action on the proposed Burnett Ranch, Section 1, Lot 11, Replat.

A motion was made by Commissioner Shell, seconded by Commissioner Smith to call for Public Hearing on August 16th, 2022 to discuss final action on the proposed Burnett Ranch, Section 1, Lot 11, Replat.

AYE: Commissioner Ingalsbe, Commissioner Jones, Commissioner Shell, Commissioner Smith, Judge Becerra

5 - 0 Passed - Unanimously

37866 PLN-2003-NP; Rainbow Ranch, Lots 6A & 6B, Final. Discussion and possible action to approve the final plat.

Marcus Pacheco, Director of Development Services, provided background on the item and stated it has full staff recommendation.

A motion was made by Commissioner Shell, seconded by Commissioner Smith to approve the final plat of Rainbow Ranch, Lots 6A & 6B.

AYE: Commissioner Ingalsbe, Commissioner Jones, Commissioner Shell, Commissioner Smith, Judge Becerra

5 - 0 Passed - Unanimously

37867 PLN-1976-NP; Haydon Estates, Section 1. Discussion and possible action to approve the final plat.

Marcus Pacheco, Director of Development Services, provided background on the item.

A motion was made by Commissioner Shell, seconded by Commissioner Smith to approve the final plat of Haydon Estates, Section 1.

AYE: Commissioner Ingalsbe, Commissioner Jones, Commissioner Shell, Commissioner Smith, Judge Becerra

5 - 0 Passed - Unanimously

37868 PLN-1977-NP; Haydon Estates, Section 2. Discussion and possible action to approve the final plat.

Marcus Pacheco, Director of Development Services, provided background on the item.

A motion was made by Commissioner Shell, seconded by Commissioner Smith to approve the final plat of Haydon Estates, Section 2.

AYE: Commissioner Ingalsbe, Commissioner Jones, Commissioner Shell, Commissioner Smith, Judge Becerra

5 - 0 Passed - Unanimously

37869 PLN-1949-PC; Call for Public Hearing on August 16th, 2022 to discuss final action on the proposed Glenn H. Kothmann Properties Subdivision, Lot 39, Replat.

A motion was made by Commissioner Shell, seconded by Commissioner Smith to call for Public Hearing on August 16th, 2022 to discuss final action on the proposed Glenn H. Kothmann Properties Subdivision, Lot 39, Replat.

AYE: Commissioner Ingalsbe, Commissioner Jones, Commissioner Shell, Commissioner Smith, Judge Becerra

5 - 0 Passed - Unanimously

Discussion on status of salary study and approval of Management Advisory Group International, Inc. recommendations for salary study target markets.

Shari Miller, Director of Human Resources, provided a status report on the salary study. The company chosen to complete the study has received the County's data and suggests adding Bastrop, Bell, and Bexar Counties to the list of entities to benchmark Hays County positions against. The court further discussed entities to benchmark against, including local municipalities and universities. Miller stated the study is behind schedule due to the time it took to send the data file. Commissioner Smith emphasized the need to have results from the study for the budget process. Judge Becerra noted Department Heads are having to compromise the services they provide due to large labor shortages and asked that a sense of urgency is conveyed to the company conducting the study. No action taken.

37870 Discussion and possible action to renew coverage with United Healthcare for Health and Dental Employee and Retiree Insurance.

Shari Miller, Director of Human Resources, stated they are happy with the services United Healthcare is providing and do not see the need to rebid. The court agreed with Miller.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Shell to renew coverage with United Healthcare for Health and Dental Employee and Retiree Insurance.

AYE: Commissioner Ingalsbe, Commissioner Jones, Commissioner Shell, Commissioner Smith, Judge Becerra

5 - 0 Passed - Unanimously

37871 Discussion and possible action to authorize the County Judge to execute a Hays County Social Service Funding Agreement with United Way for Greater Austin regarding use of American Rescue Plan Act (ARPA) funds for Cancer Screening and Treatment for individuals living at or below 250% of the federal poverty level and are uninsured and not eligible for other resources and amend the budget accordingly.

Commissioner Ingalsbe introduced the item, spoke about the importance of early detection of cancer, and thanked those involved with this project. Commissioner Smith thanked Commissioner Ingalsbe and spoke about the community involvement with this project and the lack of access to preventative cancer screenings during the pandemic. Judge Becerra thanked United Way for Greater Austin. Ellen Richards, Vice President of United Way for Greater Austin, spoke about the need for these services in Central Texas. Eric Boehning, Ardurra Senior Project Manager, spoke about the justification of using ARPA funds for this. Commissioner Smith suggested expanding services to include more health screenings such as vision tests for children. Mark Kennedy, General Counsel, clarified a few points from the agreement but stated there were no substantial changes. Commissioner Smith clarified that this item was sponsored by Commissioner Ingalsbe and himself.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Smith to authorize the County Judge to execute a Hays County Social Service Funding Agreement with United Way for Greater Austin regarding use of American Rescue Plan Act (ARPA) funds for Cancer Screening and Treatment for individuals living at or below 250% of the federal poverty level and are uninsured and not eligible for other resources and amend the budget accordingly.

AYE: Commissioner Ingalsbe, Commissioner Jones, Commissioner Shell, Commissioner Smith, Judge Becerra

5 - 0 Passed - Unanimously

37872 Discussion and possible action to authorize the execution of an agreement with HDR Architecture, Inc. related to a long-term space needs assessment for the Precinct 4 offices in Dripping Springs and authorize a discretionary exemption pursuant to Texas Local Government Code Ch. 262.024(a)(4).

Commissioner Smith spoke about the need for expansion in Precinct 4 offices. Judge Becerra asked if there are plans for expansion in other County offices. Commissioner Smith stated HDR is also working with the City of Dripping Springs and the facility could be co-located with the city. Commissioner Shell mentioned HDR is also working on the Government Center, which will need to expand to provide space for the new court.

A motion was made by Commissioner Smith, seconded by Commissioner Shell to authorize the execution of an agreement with HDR Architecture, Inc. related to a long-term space needs assessment for the Precinct 4 offices in Dripping Springs and authorize a discretionary exemption pursuant to Texas Local Government Code Ch. 262.024(a)(4).

AYE: Commissioner Ingalsbe, Commissioner Jones, Commissioner Shell, Commissioner Smith, Judge Becerra

5 - 0 Passed - Unanimously

37873 Approve specifications for RFQ 2022-Q05 Auditing Services and authorize Purchasing to solicit for proposals and advertise.

Marisol Villarreal-Alonzo, Hays County Auditor, explained this is a request to approve specifications for the CPA firm that will be auditing the County's financial statements.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Jones to approve specifications for RFQ 2022-Q05 Auditing Services and authorize Purchasing to solicit for proposals and advertise.

AYE: Commissioner Ingalsbe, Commissioner Jones, Commissioner Shell, Commissioner Smith, Judge Becerra

5 - 0 Passed - Unanimously

37874 Discussion and possible action to authorize the Office of Emergency Services HazMat Division to purchase one Sensit HXG-3P LEL Meter with pump valued at $1,047.86 and amend the budget accordingly.

Mike Jones, Director of Emergency Services, explained these tools will be more precise in identifying gas leaks. Judge Becerra thanked Jones for staying ahead of this issue.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Jones to authorize the Office of Emergency Services HazMat Division to purchase one Sensit HXG-3P LEL Meter with pump valued at $1,047.86 and amend the budget accordingly.

AYE: Commissioner Ingalsbe, Commissioner Jones, Commissioner Shell, Commissioner Smith, Judge Becerra

5 - 0 Passed - Unanimously

37875 Discussion and possible action to authorize the Juvenile Detention Center to hire the Licensed Mental Health Counselor position, slot 9021-001 at the 75th percentile effective August 15, 2022.

Brett Littlejohn, Hays County Juvenile Center Administrator, stated this counselor position is focused on substance abuse and has been vacant for almost a year. Commissioner Ingalsbe expressed her support for this item.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Shell to authorize the Juvenile Detention Center to hire the Licensed Mental Health Counselor position, slot 9021-001 at the 75th percentile effective August 15, 2022.

AYE: Commissioner Ingalsbe, Commissioner Jones, Commissioner Shell, Commissioner Smith, Judge Becerra

5 - 0 Passed - Unanimously

37876 Discussion and possible action regarding the FY 2023 budget including a presentation of the Budget Office recommended budget and selection of dates for budget workshops.

Vickie Dorsett, Hays County Budget Officer, presented the Fiscal Year 2023 recommended budget, which included the tax rate, personnel funds, and social service agency funds. Dorsett recommended removing 36 positions from the budget that have been vacant for more than 1 year. The court discussed scheduling for the budget workshops and public hearing. Commissioner Shell thanked Vickie Dorsett and Marisol Villarreal-Alonzo for their hard work in the creation of the Budget Office. Commissioner Smith asked for clarification on the September public hearing on the tax rate. Dorsett explained the hearing will occur if the court does not adopt the No New Revenue Rate. Marisol Villarreal-Alonzo, Hays County Auditor, thanked Dorsett and Scott Woodland, Accounting Manager, for their work.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Jones to set the FY 2023 budget workshops for August 9, 2022 and August 16, 2022 at 11 a.m., and set the FY 2023 budget public hearing for August 23, 2022 at 1 p.m.

AYE: Commissioner Ingalsbe, Commissioner Jones, Commissioner Shell, Commissioner Smith, Judge Becerra

5 - 0 Passed - Unanimously

Clerk's Note: Executive Session began at 11:41 p.m. and resumed back into open court at 12:51 p.m.

37877 Executive Session pursuant to Sections 551.071 and 551.074 of the Texas Government Code deliberation regarding employment and duties of all positions within the Office of Emergency Services. Possible discussion and/or action may follow in open court.

A motion was made by Commissioner Jones, seconded by Commissioner Ingalsbe to approve a salary exception to the 25th percentile for GIS CAD Analyst 0990-001 effective June 27, 2022.

AYE: Commissioner Ingalsbe, Commissioner Jones, Commissioner Shell, Commissioner Smith, Judge Becerra

5 - 0 Passed - Unanimously

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 the POSAC-recommended 2020 Parks and Open Space Bond Projects. Possible discussion and/or action may follow in open court.

No action taken.

Executive Session pursuant to Sections 551.071 and 551.087 of the Texas Government Code: consultation with counsel and deliberation regarding economic development negotiations associated with Project Shamrock. Possible action may follow in open court.

No action taken.

37878 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 Right of Way located at or near Windy Hill in Pct. 1. Possible discussion and/or action may follow in open court.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Jones to accept landowner's counteroffer and authorize execution of a Purchase Agreement for Parcel 10 of the Windy Hill Road project, owned by Joshua and Anne Walker, as presented in Executive Session.

AYE: Commissioner Ingalsbe, Commissioner Jones, Commissioner Shell, Commissioner Smith, Judge Becerra

5 - 0 Passed - Unanimously

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Jones to accept landowner's counteroffer and authorize execution of a Purchase Agreement for Parcel 51 of the Windy Hill Road project, owned by Juan Campos, as presented in Executive Session.

AYE: Commissioner Ingalsbe, Commissioner Jones, Commissioner Shell, Commissioner Smith, Judge Becerra

5 - 0 Passed - Unanimously

37879 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 Right of Way located at or near FM 621 in Pct. 1. Possible discussion and/or action may follow in open court.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Jones to accept landowner's counteroffer and authorize execution of a Purchase Agreement for Parcel 8 of the FM 621 Improvement project, owned by Benchmark Acquisitions, as presented in Executive Session.

AYE: Commissioner Ingalsbe, Commissioner Jones, Commissioner Shell, Commissioner Smith, Judge Becerra

5 - 0 Passed - Unanimously

Commissioner Ingalsbe commented the acquisition for Right of Way has already been done. This acquisition is for an Easement needed to relocate a Crystal Clear Water easement.

Executive Session pursuant to Section 551.071 of the Texas Government Code: consultation with counsel related to public financing of the La Cima subdivision(s). Possible action may follow in open court.

No action taken.

Discussion and possible action related to the burn ban.

Mark Wobus, Hays County Fire Marshal, recommended the burn ban stay in effect. The current KBDI is 736. Reported acreage burned across Texas is 600,000. Temperatures have been 100 degrees or higher the last 50 days. There have been about 4 fires of significant acreage (50 acres or larger) in Hays County due to accidental causes. No action taken.

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

Judge Becerra read the Sheriff's update of the inmate population. Current maximum jail capacity is 410 inmates. Jail Standards recommends holding 10% open, lowering current capacity to 368 inmates. The jail's daily average was 678 for the week of July 24, 2022 with a peak of 690 inmates on July 25, 2022. The estimated cost for outsourcing inmates this week was $101,333. The average number of outsourced males is 171 and females is 38. This week's inmates were housed in the following counties: Atascosa, Blanco, Burnet, Comal, Fort Bend, Lee, Maverick, and Red River. The number of arrests made by agency are as follows; Buda Police Department - 2, Department of Public Safety - 5, Hays County Sheriff's Office - 52, Constable Precinct 1 - 7, Kyle Police Department - 25, San Marcos Police Department - 35, Texas State Police Department - 2. The number of "paper-ready" inmates who are now wardens of the state is 30. No action taken.

Clerk's Note Agenda Item #M-3 RE: *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.* **- WAS PULLED.**

Clerk's Note Agenda Item #M-4 RE: *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).* **- WAS PULLED.**

ADJOURNMENT

A motion was made by Commissioner Jones, seconded by Judge Becerra to adjourn court at 12:53 p.m.

I, ELAINE H. CÁRDENAS, COUNTY CLERK and EXOFFICIO CLERK OF THE COMMISSIONERS' COURT, do hereby certify that the foregoing contains a true and accurate record of the proceedings had by the Hays County Commissioners' Court on August 2, 2022.

ELAINE H. CÁRDENAS, COUNTY CLERK AND EXOFFICIO
CLERK OF THE COMMISSIONERS' COURT OF
HAYS COUNTY, TEXAS

HAYS COUNTY COMMISSIONERS' COURT MINUTES

****

AUGUST 9, 2022

STATE OF TEXAS *
COUNTY OF HAYS *

ON THIS THE 9th DAY OF AUGUST A.D., 2022, THE COMMISSIONERS' COURT OF HAYS COUNTY, TEXAS, MET IN REGULAR MEETING. THE FOLLOWING MEMBERS WERE PRESENT, TO-WIT:

RUBEN BECERRA	**COUNTY JUDGE**
DEBBIE GONZALES INGALSBE	**COMMISSIONER, PCT. 1**
MARK JONES	**COMMISSIONER, PCT. 2**
LON A. SHELL	**COMMISSIONER, PCT. 3**
WALT SMITH	**COMMISSIONER, PCT. 4**
ELAINE H. CÁRDENAS	**COUNTY CLERK**

Clerk's Note: For complete transcript go to Hays County Website https://hayscountytx.com/commissioners-court/court-video/ Transcript can be translated into any language through Google.com.

THE FOLLOWING PROCEEDINGS WERE HAD, THAT IS:

Michael Pigg with Wayfinders Church gave the invocation. Judge Becerra led the court in the Pledge of Allegiance to the United States and Texas flags. Judge Becerra called the meeting to order.

PUBLIC COMMENTS

Laura Nunn made a public comment concerning the results of the 2020 election and electronic voting. Tamara Beck made a public comment concerning a proposed RV park development and possible water shortages that may result. Venus Wilder made a public comment concerning election integrity and the voting process. Dan Lyon made a public comment concerning expected population growth in the area and high taxes.

Presentation by the Homeless Coalition of Hays County on the 2022 Point-in-Time Report.

Reverend Joshua Sutherlun, Chair of the Homeless Coalition of Hays County, introduced Nancy Heintz, Coordinator of the Point-in-Time Count. Heintz presented the Point-in-Time Count for homelessness from January 27, 2022 and spoke about how the survey was conducted. Sutherlun provided specific numbers for those experiencing homelessness in Hays County, including first time and chronic homelessness, veterans, and children in shelters. He asked for representation in the Coalition from the County. Commissioner Ingalsbe thanked the presenters for bringing awareness to this issue. Commissioner Smith suggested coordinating with the Hays-Caldwell Women's Center, the School Districts, and veteran services. Heintz spoke about the unique situation of unsheltered students and the difficulties involved with chronic homelessness. Commissioner Smith spoke about including recipients of ERA funding in the count. Judge Becerra thanked the presenters for their work. No action taken.

Update by Staff from the Office of General Counsel on the Hays County Animal Control Ordinance.

Jordan Powell, Assistant General Counsel, said revisions are still being made to the Ordinance. Main focuses right now are legislative updates to animal control, best practices, and diverting cats from the shelter through Trap, Neuter, and Return. Judge Becerra asked about a potential timeline for the completed Ordinance. Powell said there are many players involved, and it could take a few more months. Judge Becerra explained that the County is creating a unified policy. Commissioner Smith spoke about the possible new animal facility and the need for consistent rules across the municipalities in the County. No action taken.

37880 Approve payments of County invoices.

A motion was made by Commissioner Jones, seconded by Commissioner Smith to approve payments of County invoices.

AYE: Commissioner Ingalsbe, Commissioner Jones, Commissioner Shell, Commissioner Smith, Judge Becerra

5 - 0 Passed - Unanimously

37881 Approve the payment of Juror checks.

A motion was made by Commissioner Jones, seconded by Commissioner Smith to approve the payment of Juror checks.

AYE: Commissioner Ingalsbe, Commissioner Jones, Commissioner Shell, Commissioner Smith, Judge Becerra

5 - 0 Passed - Unanimously

37882 Approve the payment of United Healthcare claims.

A motion was made by Commissioner Jones, seconded by Commissioner Smith to approve the payment of United Healthcare claims.

AYE: Commissioner Ingalsbe, Commissioner Jones, Commissioner Shell, Commissioner Smith, Judge Becerra

5 - 0 Passed - Unanimously

37883 Approve the payment of the August 15, 2022 payroll disbursements in an amount not to exceed $3,185,000.00 effective August 15, 2022 and post totals for wages, withholdings, deductions and benefits on the Hays County website once finalized.

A motion was made by Commissioner Jones, seconded by Commissioner Smith to approve the payment of the August 15, 2022 payroll disbursements in an amount not to exceed $3,185,000.00 effective August 15, 2022 and post totals for wages, withholdings, deductions and benefits on the Hays County website once finalized.

AYE: Commissioner Ingalsbe, Commissioner Jones, Commissioner Shell, Commissioner Smith, Judge Becerra

5 - 0 Passed - Unanimously

37884 Authorize Building Maintenance to replace the existing HVAC Unit #5 located at the Precinct 5 building with a new American Standard HVAC unit in the amount of $4,588.60 and amend the budget accordingly.

A motion was made by Commissioner Jones, seconded by Commissioner Smith to authorize Building Maintenance to replace the existing HVAC Unit #5 located at the Precinct 5 building with a new American Standard HVAC unit in the amount of $4,588.60 and amend the budget accordingly.

AYE: Commissioner Ingalsbe, Commissioner Jones, Commissioner Shell, Commissioner Smith, Judge Becerra

5 - 0 Passed - Unanimously

37885 Authorize payment to the Lower Colorado River Authority for radio repairs totaling $507.50 where no purchase order was issued as required per the Hays County Purchasing Policy.

A motion was made by Commissioner Jones, seconded by Commissioner Smith to authorize payment to the Lower Colorado River Authority for radio repairs totaling $507.50 where no purchase order was issued as required per the Hays County Purchasing Policy.

AYE: Commissioner Ingalsbe, Commissioner Jones, Commissioner Shell, Commissioner Smith, Judge Becerra

5 - 0 Passed - Unanimously

37886 Authorize the County Judge to execute Terms and Conditions with Power Digital Management Software for the Field Training Officer subscription purchased through SHI Government Solutions, Inc.

A motion was made by Commissioner Smith, seconded by Commissioner Shell to authorize the County Judge to execute Terms and Conditions with Power Digital Management Software for the Field Training Officer subscription purchased through SHI Government Solutions, Inc.

AYE: Commissioner Ingalsbe, Commissioner Jones, Commissioner Shell, Commissioner Smith, Judge Becerra

5 - 0 Passed - Unanimously

37887 Approve the purchase for three 2022 fully equipped Harley Davison Motorcycles for Constable Pct. 1, Constable Pct. 4 and Constable Pct. 5. and amend the budget accordingly.

Judge Becerra asked for justification for this item. Commissioner Smith said they are ordering them now due to delays in production, and maintenance will be done in-house. Commissioner Ingalsbe explained this was requested in the budget and asked for the Constable's Office to elaborate. Chief Deputy Michael Varela, Constable Precinct 1, stated the department has one motorcycle being repaired, and they are hoping to add a second motorcycle officer to carry out all duties of the office. Commissioner Smith elaborated on the short life cycle of motorcycles and the inability to use older ones the County already possesses. Judge Becerra suggested selling old motorcycles instead of transferring them when they are no longer usable. Chief Deputy Varela explained the older motorcycles are used for training due to the rough handling involved. Judge Becerra and Chief Deputy Varela discussed justification for this purchase and the increased responsibilities of the Constable's Office. Commissioner Smith mentioned there is an outline of the Constable's duties in the budget presented at the previous meeting.

A motion was made by Commissioner Smith, seconded by Commissioner Shell to approve the purchase for three 2022 fully equipped Harley Davison Motorcycles for Constable Pct. 1, Constable Pct. 4 and Constable Pct. 5. and amend the budget accordingly.

AYE: Commissioner Ingalsbe, Commissioner Jones, Commissioner Shell, Commissioner Smith, Judge Becerra

5 - 0 Passed - Unanimously

37888 Authorize the Hays County Judge to execute the Certificate of Substantial Completion for Jail Shower Stalls and Toilet Partitions at the Hays County Law Enforcement Center Project.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Shell to authorize the Hays County Judge to execute the Certificate of Substantial Completion for Jail Shower Stalls and Toilet Partitions at the Hays County Law Enforcement Center Project.

AYE: Commissioner Ingalsbe, Commissioner Jones, Commissioner Shell, Commissioner Smith, Judge Becerra

5 - 0 Passed - Unanimously

37889 Authorize Building Maintenance to upgrade existing Unit 4 from an R-22 refrigerant system to an R-410a refrigerant system at the Precinct 4 Building in the amount of $8,359.10 and amend the budget accordingly.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Shell to authorize Building Maintenance to upgrade existing Unit 4 from an R-22 refrigerant system to an R-410a refrigerant system at the Precinct 4 Building in the amount of $8,359.10 and amend the budget accordingly.

AYE: Commissioner Ingalsbe, Commissioner Jones, Commissioner Shell, Commissioner Smith, Judge Becerra

5 - 0 Passed - Unanimously

37890 Authorize the Sheriff's Office to use existing funds to purchase equipment valued at $8,880.00 for three new positions added in FY 2022.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Shell to authorize the Sheriff's Office to use existing funds to purchase equipment valued at $8,880.00 for three new positions added in FY 2022.

AYE: Commissioner Ingalsbe, Commissioner Jones, Commissioner Shell, Commissioner Smith, Judge Becerra

5 - 0 Passed - Unanimously

37891 Authorize the County Judge to execute a pricing supplement increase for the Sheriff's Office of $335.00 per month with TransUnion for investigative searches.

Judge Becerra asked the budget office for clarification on this expense.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Shell to authorize the County Judge to execute a pricing supplement increase for the Sheriff's Office of $335.00 per month with TransUnion for investigative searches.

AYE: Commissioner Ingalsbe, Commissioner Jones, Commissioner Shell, Commissioner Smith, Judge Becerra

5 - 0 Passed - Unanimously

37892 Accept the delivery of the Internal Examination reports for Fiscal Year 2020 and 2021 Hays County Sheriff's Office Federal Discretionary Account, Hays County District Attorney's Chapter 59 Asset Forfeiture Account, Hays County Sheriff's Office Jail Commissary, Constable 2's Chapter 59 Asset Forfeiture Account, and Fiscal Year 2020 Hays County Sheriff's Office Chapter 59 Asset Forfeiture Account.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Shell to accept the delivery of the Internal Examination reports for Fiscal Year 2020 and 2021 Hays County Sheriff's Office Federal Discretionary Account, Hays County District Attorney's Chapter 59 Asset Forfeiture Account, Hays County Sheriff's Office Jail Commissary, Constable 2's Chapter 59 Asset Forfeiture Account, and Fiscal Year 2020 Hays County Sheriff's Office Chapter 59 Asset Forfeiture Account.

AYE: Commissioner Ingalsbe, Commissioner Jones, Commissioner Shell, Commissioner Smith, Judge Becerra

5 - 0 Passed - Unanimously

37893 Authorize the County Judge to approve an Agreement with Permitium LLC for an Online Vital Records Requests Application for the Hays County Clerk's Office.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Shell to authorize the County Judge to approve an Agreement with Permitium LLC for an Online Vital Records Requests Application for the Hays County Clerk's Office.

AYE: Commissioner Ingalsbe, Commissioner Jones, Commissioner Shell, Commissioner Smith, Judge Becerra

5 - 0 Passed - Unanimously

37894 Authorize the Commissioner Pct. 2 and Commissioner Pct. 3 Office to utilize available funding from their operating budgets to fund an Official Texas Historical Marker for the San Vicente Cemetery in Kyle and amend the budget accordingly.

Judge Becerra offered money from his budget for this item. Commissioner Jones spoke about the significance of this Historical Marker and thanked Commissioner Shell for his contribution.

A motion was made by Commissioner Jones, seconded by Commissioner Ingalsbe to authorize the Commissioner Pct. 2 and Commissioner Pct. 3 Office to utilize available funding from their operating budgets to fund an Official Texas Historical Marker for the San Vicente Cemetery in Kyle and amend the budget accordingly.

AYE: Commissioner Ingalsbe, Commissioner Jones, Commissioner Shell, Commissioner Smith, Judge Becerra

5 - 0 Passed - Unanimously

37895 Amend various departmental operating, special revenue and capital project budgets in preparation for FY 2022 quarterly financial reporting.

A motion was made by Commissioner Jones, seconded by Commissioner Ingalsbe to amend various departmental operating, special revenue and capital project budgets in preparation for FY 2022 quarterly financial reporting.

AYE: Commissioner Ingalsbe, Commissioner Jones, Commissioner Shell, Commissioner Smith, Judge Becerra

5 - 0 Passed - Unanimously

37896 Authorize the Juvenile Probation Department to accept $4,800.00 additional grant funding from the Texas Juvenile Justice Department (TJJD) for PREA monitoring services and amend the budget accordingly.

A motion was made by Commissioner Jones, seconded by Commissioner Ingalsbe to authorize the Juvenile Probation Department to accept $4,800.00 additional grant funding from the Texas Juvenile Justice Department (TJJD) for PREA monitoring services and amend the budget accordingly.

AYE: Commissioner Ingalsbe, Commissioner Jones, Commissioner Shell, Commissioner Smith, Judge Becerra

5 - 0 Passed - Unanimously

37897 Authorize the Juvenile Probation Department to accept $5,297.19 additional funding from the Texas Juvenile Justice Department (TJJD) for Risk & Needs Assessment services and amend the budget accordingly.

A motion was made by Commissioner Jones, seconded by Commissioner Ingalsbe to authorize the Juvenile Probation Department to accept $5,297.19 additional funding from the Texas Juvenile Justice Department (TJJD) for Risk & Needs Assessment services and amend the budget accordingly.

AYE: Commissioner Ingalsbe, Commissioner Jones, Commissioner Shell, Commissioner Smith, Judge Becerra

5 - 0 Passed - Unanimously

37898 Discussion and possible action to call for a public hearing on August 23, 2022 to establish stop & yield locations in the River Oaks of Wimberley subdivision as shown on map provided and described in the agenda item summary.

A motion was made by Commissioner Shell, seconded by Commissioner Smith to call for a public hearing on August 23, 2022 to establish stop & yield locations in the River Oaks of Wimberley subdivision as shown on map provided and described in the agenda item summary.

AYE: Commissioner Ingalsbe, Commissioner Jones, Commissioner Shell, Commissioner Smith, Judge Becerra

5 - 0 Passed - Unanimously

37899 Discussion and possible action to authorize the County Judge to execute a TIA Contribution Agreement between Hays County and Arroyo Cap 11-1, LLC for Hymeadow, Section 3, Phase 3 (154 lots), and amend the budget accordingly.

Commissioner Ingalsbe stated the proceeds will be used to improve roads that are impacted by the subdivision.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Jones to authorize the County Judge to execute a TIA Contribution Agreement between Hays County and Arroyo Cap 11-1, LLC for Hymeadow, Section 3, Phase 3 (154 lots), and amend the budget accordingly.

AYE: Commissioner Ingalsbe, Commissioner Jones, Commissioner Shell, Commissioner Smith, Judge Becerra

5 - 0 Passed - Unanimously

37900 Discussion and possible action to authorize the County Judge to execute two TIA Contribution agreements between Hays County and Lennar Homes for Sunset Oaks, Section 4, Phase 2A (138 lots) and Sunset Oaks, Section 4, Phase 2B (152 lots), and amend the budget accordingly.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Shell to authorize the County Judge to execute two TIA Contribution agreements between Hays County and Lennar Homes for Sunset Oaks, Section 4, Phase 2A (138 lots) and Sunset Oaks, Section 4, Phase 2B (152 lots), and amend the budget accordingly.

AYE: Commissioner Ingalsbe, Commissioner Jones, Commissioner Shell, Commissioner Smith, Judge Becerra

5 - 0 Passed - Unanimously

37901 PLN-1893-NP; 272 AC Fitzhugh, Preliminary Plan (37 lots). Discussion and possible action to approve the preliminary plan.

Robert Beck made a public comment concerning a possible increase in the volume of water and salt used due to the increased development. Sarah Davis made a public comment against the development of an RV park and the increase in water usage it would cause. Commissioner Shell clarified what the Commissioners are allowed to comment on during Court meetings and that they are unable to deny permits for development based on proposed use of the property. The County's issuance of permits are based on wastewater, floodplains, and fire codes, not groundwater use. The County does require water availability studies to be completed. He stated a long-term goal would be for unincorporated areas to be able to determine their own development restrictions. Elaine Cardenas, County Clerk, clarified the RV park development is not on this week's agenda. Cardenas read an emailed public comment from Mark Key that stated this item conflicts with a Resolution passed by the Court in 2021. Commissioner Shell explained why the item does not conflict with the Resolution. Marcus Pacheco, Director of Development Services, provided background on the item and stated the subdivision meets all County regulations. The County is awaiting the water availability study. Commissioner Shell amended his motion to be conditional upon a water availability study. Commissioner Smith said he prefers projects with larger lot sizes like this development to avoid high density. He has asked the South Texas County Judges and Commissioners Association to consider legislative priority for more zoning authority. Pacheco explained the water availability study, and the court discussed action that can be taken once they have the results. Commissioner Ingalsbe thanked those who made public comments and emphasized that this item is not for an RV park. Commissioner Shell stated if the RV park is not a formal subdivision it will likely not be on a court agenda, unless the developers are requesting any variances. Permits are granted administratively through Development Services.

A motion was made by Commissioner Shell, seconded by Commissioner Smith to approve the preliminary plan of 272 AC Fitzhugh (37 lots), conditional upon a water availability study.

AYE: Commissioner Ingalsbe, Commissioner Jones, Commissioner Shell, Commissioner Smith, Judge Becerra

5 - 0 Passed - Unanimously

37902 Discussion and possible action to authorize the Justice of the Peace, Precinct 4 Office to hire the Justice Clerk slot 0855-011 position at the 50.54th percentile effective August 16, 2022 and amend the budget accordingly.

Commissioner Smith gave support for this item. John Burns, Precinct 4 Justice of the Peace, described the candidate's qualifications. Judge Becerra asked how long the position has been vacant. Judge Burns responded 2 months. Commissioner Ingalsbe noted there is a salary study currently taking place. Commissioner Shell thanked Judge Burns for bringing this item to court.

A motion was made by Commissioner Smith, seconded by Commissioner Shell to authorize the Justice of the Peace, Precinct 4 Office to hire the Justice Clerk slot 0855-011 position at the 50.54th percentile effective August 16, 2022 and amend the budget accordingly.

AYE: Commissioner Ingalsbe, Commissioner Jones, Commissioner Shell, Commissioner Smith, Judge Becerra

5 - 0 Passed - Unanimously

37903 Discussion and possible action to approve the selection of Ardurra for park and trails improvements associated with property owned by Hays County at the corner of Cape Road (CR299) and Flores Street in Precinct 1; and authorize staff and counsel to negotiate a contract.

Commissioner Ingalsbe described her idea to add walking trails to this area to provide safety for students walking to school.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Jones to approve the selection of Ardurra for park and trails improvements associated with property owned by Hays County at the corner of Cape Road (CR299) and Flores Street in Precinct 1; and authorize staff and counsel to negotiate a contract.

AYE: Commissioner Ingalsbe, Commissioner Jones, Commissioner Shell, Commissioner Smith, Judge Becerra

5 - 0 Passed - Unanimously

37904 Discussion and possible action to adopt a Resolution of Hays County, Texas, setting the public hearing on the creation of the La Cima North Public Improvement District within the County, pursuant to Chapter 372 of the Texas Local Government Code; authorizing the mailing and publication of notice of the public hearing in accordance with Chapter 372 of the Texas Local Government Code.

Jordan Powell, Assistant General Counsel, provided background on the item. Judge Becerra asked that the public hearing be scheduled for 10 a.m. instead of 9 a.m. The court thanked General Counsel for their work on this. Judge Becerra asked that General Counsel provides illustrations for the public hearing.

A motion was made by Commissioner Shell, seconded by Commissioner Smith to adopt a Resolution of Hays County, Texas, setting the public hearing on the creation of the La Cima North Public Improvement District within the County for August 30, 2022 at 10 a.m., pursuant to Chapter 372 of the Texas Local Government Code; authorizing the mailing and publication of notice of the public hearing in accordance with Chapter 372 of the Texas Local Government Code.

AYE: Commissioner Ingalsbe, Commissioner Jones, Commissioner Shell, Commissioner Smith, Judge Becerra

5 - 0 Passed - Unanimously

37905 Discussion and possible action to adopt a Resolution of Hays County, Texas, setting the public hearing on the creation of the La Cima South Public Improvement District within the County, pursuant to Chapter 372 of the Texas Local Government Code; authorizing the mailing and publication of notice of the public hearing in accordance with Chapter 372 of the Texas Local Government Code.

Jordan Powell, Assistant General Counsel, provided background on the item. Judge Becerra asked that the public hearing be scheduled for 10 a.m. instead of 9 a.m. The court thanked General Counsel for their work on this. Judge Becerra asked that General Counsel provides illustrations for the public hearing.

A motion was made by Commissioner Shell, seconded by Commissioner Jones to adopt a Resolution of Hays County, Texas, setting the public hearing on the creation of the La Cima South Public Improvement District within the County for August 30, 2022 at 10 a.m., pursuant to Chapter 372 of the Texas Local Government Code; authorizing the mailing and publication of notice of the public hearing in accordance with Chapter 372 of the Texas Local Government Code.

AYE: Commissioner Ingalsbe, Commissioner Jones, Commissioner Shell, Commissioner Smith, Judge Becerra

5 - 0 Passed - Unanimously

37906 Discussion and possible action to authorize the County Judge to execute the Hays County American Rescue Plan Recovery Grant Agreement between Hays County and San Marcos Hays County EMS, Inc regarding recovery assistance for direct or indirect impacts of COVID-19 and amend the budget accordingly.

Mark Kennedy, General Counsel, provided the court with non-substantive, but clarifying edits that are being made to the agreement. Commissioner Ingalsbe said this will improve response times of EMS. Commissioner Smith thanked Commissioner Shell for serving on the board and said he anticipates a similar item in the near future.

A motion was made by Commissioner Ingalsbe, seconded by Commissioner Jones to authorize the County Judge to execute the Hays County American Rescue Plan Recovery Grant Agreement between Hays County and San Marcos Hays County EMS, Inc regarding recovery assistance for direct or indirect impacts of COVID-19 and amend the budget accordingly.

AYE: Commissioner Ingalsbe, Commissioner Jones, Commissioner Shell, Commissioner Smith, Judge Becerra

5 - 0 Passed - Unanimously

37907 Discussion and possible action to authorize the County Judge to execute the Hays County American Rescue Plan Recovery Grant Agreement between Hays County and Hays-Caldwell Women's Center regarding recovery assistance for direct or indirect impacts of COVID-19 and amend the budget accordingly.

Commissioner Smith said this funding will help the HCWC recover from the negative impact of the COVID-19 pandemic and will allow them to expand their facilities. Commissioner Jones thanked McCoy's Building Supply for keeping costs low for the County despite general price increases.

A motion was made by Commissioner Smith, seconded by Commissioner Jones to authorize the County Judge to execute the Hays County American Rescue Plan Recovery Grant Agreement between Hays County and Hays-Caldwell Women's Center regarding recovery assistance for direct or indirect impacts of COVID-19 and amend the budget accordingly.

AYE: Commissioner Ingalsbe, Commissioner Jones, Commissioner Shell, Commissioner Smith, Judge Becerra

5 - 0 Passed - Unanimously

Clerk's Note Agenda Item #K-7 RE: *Discussion and possible action to approve the revised Hays County Animal Control Ordinance.* **- WAS PULLED.**

Discussion and possible action to approve a Resolution to requesting that the LCRA work with local leaders and stakeholders to accelerate the update of its Water Management Plan to implement a more protective approach to managing the Highland Lakes.

Jo Karr Tedder, President of Central Texas Water Coalition, made a public comment regarding the Resolution and the need for water management. Commissioner Ingalsbe stated she has been made aware of concerns about the Resolution and would like more time to look into it. The court discussed with Tedder the progress this Resolution has made in surrounding counties. Commissioner Shell spoke about the complicated nature of this situation and said the LCRA has begun communicating with local jurisdictions about the current water management plan. Commissioner Smith spoke about the need for more water and his hesitancy in receiving it from Lake Travis. He expressed concerns over the Resolution and his willingness to work with Tedder and the State Legislature on this issue. Tedder spoke about the urgency of the issue and the need for regional collaboration. Judge Becerra expressed support for this issue. Commissioner Ingalsbe suggested changing the wording of the Resolution. Commissioner Jones noted the LCRA's current plan is to take action by 2025. Commissioner Smith said the LCRA is already working on their 2026 plan and spoke about his involvement in their meetings, inviting the court to join him. A motion was made by Judge Becerra to approve the Resolution. Motion failed due to lack of second. No action taken.

Clerk's Note: Judge Becerra called for a recess that began at 11:11 a.m. and resumed back into open court at 11:23 a.m.

Clerk's Note Agenda Item #K-9 RE: *Discussion and possible action authorizing the County Judge to execute an Intergovernmental Inmate Housing Agreement between Hays County and Haskell County for the care and custody of overflow Hays County inmates.* **- WAS PULLED.**

11:00 a.m. - Budget Workshop regarding the Fiscal Year 2023 Budget. Possible action may follow.

Judge Becerra opened the Budget Workshop at 11:39 a.m. Vickie Dorsett, Hays County Budget Office, provided the court with a schedule for the workshop. She stated elected official salaries must be published by September 1. Shari Miller, Director of Human Resources, updated the court on the progress of the employee salary study and suggested working on the elected official salaries internally. The court discussed the need for results from the salary study. Dorsett stated several departments have requested incentive pay for bilingual employees. Commissioner Smith asked for a verification process for those receiving incentive pay. Dorsett stated there will be computer hardware price increases, and provided a schedule for the next meeting's budget workshop. Judge Becerra closed the Budget Workshop at 11:49 p.m. No action taken.

Clerk's Note: Executive Session began at 12:21 p.m. and resumed back into open court at 1:07 p.m.

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 the POSAC-recommended 2020 Parks and Open Space Bond Projects. Possible discussion and/or action may follow in open court.

No action taken.

Discussion and possible action related to the burn ban.

Mark Wobus, Fire Marshal, stated the burn ban is still in effect. He updated the court on various fires around the County. The court thanked first responders for their efforts to contain the fires, as well as individuals and businesses in the community for providing resources and food to volunteers. Wobus mentioned possible rain chances that are being monitored. No action taken.

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

Judge Becerra read the Sheriff's update of the inmate population. Current maximum jail capacity is 410 inmates. Jail Standards recommends holding 10% open, lowering current capacity to 368 inmates. The jail's daily average was 657 for the week of July 31, 2022 with a peak of 661 inmates on July 31, 2022. The estimated cost for outsourcing inmates this week was $98,480. The average number of outsourced males is 165 and females is 39. This week's inmates were housed in the following counties: Atascosa, Blanco, Burnet, Comal, Fort Bend, Lee, Maverick, and Red River. The number of "paper-ready" inmates who are now wardens of the state is 25. No action taken.

Clerk's Note Agenda Item #N-3 RE: *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.* **- WAS PULLED.**

Clerk's Note Agenda Item #N-4 RE: *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).* **- WAS PULLED.**

ADJOURNMENT

A motion was made by Commissioner Jones, seconded by Judge Becerra to adjourn court at 1:07 p.m.

I, ELAINE H. CÁRDENAS, COUNTY CLERK and EXOFFICIO CLERK OF THE COMMISSIONERS' COURT, do hereby certify that the foregoing contains a true and accurate record of the proceedings had by the Hays County Commissioners' Court on August 9, 2022.

COMMISSIONER'S COURT HAYS COUNTY, TEXAS

_____

ELAINE H. CÁRDENAS, COUNTY CLERK AND EXOFFICIO
CLERK OF THE COMMISSIONERS' COURT OF
HAYS COUNTY, TEXAS

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Date: 09/13/2022

Requested By: Jennifer Doinoff

Sponsor: Commissioner Ingalsbe

Agenda Item

Approve the Joint Election Agreements for political subdivisions that will run jointly with the General Election on November 8, 2022. **INGALSBE/DOINOFF**

Summary

Approve Election Agreements with:

City of San Marcos
City of Kyle
City of Austin
City of Woodcreek
Austin Community College
Wimberley Independent School District
Dripping Springs Independent School District
Dripping Springs MUD #1
Sunfield MUD #4

Attachments

Joint Election Agreement

JOINT ELECTION AGREEMENT BETWEEN HAYS COUNTY AND THE LPS OF SAN MARCOS

This Joint Election Agreement ("Agreement") is entered into on July __, 2022, between the **LPS Name**, (the "LPS") **LPS Address** and Hays County (the "County"), 712 S. Stagecoach Trail, Suite 1012, San Marcos, Texas 78666, collectively referred to as the Parties.

This Agreement is authorized by Chapter 31 of the Texas Election Code, Chapter 791 of the Texas Government Code and Section 271.002 and 271.003 of the Texas Election Code. The Parties to the Agreement agree as follows:

Section 1. ***Scope of Agreement.*** The LPS enters into this Agreement for the conduct of the elections to be held from August 2022 through July 2023.

Section 2. ***Appointment of Election Officer.*** The LPS appoints the Hays County Elections Administrator to serve as the Election Officer (the "Officer") in order to perform and supervise the duties and responsibilities of the Election Officer for any election from August 2020 through July 2021.

Section 3. ***Early Voting Polling Locations.*** To facilitate the administration of elections, and as a convenience to the voters, during the early voting period established by statute, the LPS agrees to designate the Hays County Election Administrator's Office, 712 South Stagecoach Trail, Suite 1012, San Marcos, Texas 78666 as the main early voting polling place for the LPS. Furthermore, the LPS agrees to designate temporary branch early polling places in accordance with Section 85.062, Election Code, V.T.C.A. as called out in the latest Election Orders.

Section 4. ***Voting by Mail Ballot.*** The LPS and County agree that early voting by mail ballot shall be conducted in accordance with the applicable provisions of the Texas Election Code and that 712 South Stagecoach Trail, Suite 1012 San Marcos, Texas 78666 is the early voting clerk's mailing address to which ballot applications and ballots voted by mail shall be sent for the LPS.

Section 5. ***Election Day Polling Locations.*** Election Day voting shall be held in approved vote centers where appropriate at the dates, times, and locations recommended by the Election Officer and authorized and ordered by the governing body of the LPS.

Section 6. ***Election Day.*** On Election Day, all forms used in the conduct of the election, including but not limited to the poll list, signature roster, ballot registers, expense accounts, and all oaths and certificates will be used jointly by the two agencies. All forms will be returned to the Hays County Election Administrator who shall keep them in her custody for the period prescribed by the Texas Election Code. The County agrees to furnish the LPS with copies of any election documents upon the LPS's request at no charge.

DRAFT

Section 7. ***Use of Common Ballot.*** It is agreed by the parties to this Agreement that a common ballot will be used for joint elections. The USB ("USB") containing the voted ballots for an election will be delivered by the Election Judges to the Hays County Election Administrator's office at 712 South Stagecoach Trail, Suite 1012, San Marcos, Texas and the USB'S will remain in the Hays County Election Administrator's custody, except that the County agrees to provide the LPS with the necessary documentation, if requested, for canvass of an election or in the event the voted ballots are required for a recount or any court proceedings in which the LPS may be a party. The County agrees to maintain custody of the USB'S containing the voted ballots for the period of time prescribed by the Texas Election Code. All USB'S that are not placed in active voting equipment will remain locked in the Officers' office. USBS will not be replaced without being logged out and checked out by the Officer at any time during an election. An audit shall be conducted to ensure that all USBS are present and accounted for. A spreadsheet shall be completed at the end of Early Voting and Election Day returns that will identify the number of signatures on the Combination Log and the Number of Cancelled booths, for a representation of voter totals. All replaced equipment will remain secured until after tabulation to ensure that all checks and balances have been satisfied.

Section 8. ***Reporting of Returns.*** The Officer shall prepare the unofficial and official tabulation of precinct results under Section 66.056(a) of the Texas Election Code. The unofficial tabulation of Early Voting precinct results and Election Day precinct results shall be made available to the LPS via email as soon as they are prepared and may be released under law, but no earlier than 7:00 p.m. on Election Day. The Officer or their designee will use their best efforts to post all reports for public review on the Hays County Elections website at www.co.hays.tx.us/elections as soon as reasonably possible.

Section 9. ***Cost Sharing.*** The LPS agrees to the cost sharing provisions below. This includes Hays County, the school districts of the county, the cities of the county, and the water districts and all other entities contracting for election services. The costs incurred with Early Voting locations and Early Voting Clerks will be shared only by entities utilizing the polling location for their individual election contest.

The formula is as follows:

Example:

Registered Voters in County -	135,000	135,000/255,000=	52.94% of total cost
Registered Voters in Joint Entity A -	100,000	100,000/255,000=	39.23% of total cost
Registered Voters in Joint Entity B -	20,000	20,000/255,000=	7.84% of total cost
Aggregate Registered Voters -	255,000		

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$1,000-dollar minimum cost for elections that don't exceed that total. Since programming and supplies would exceed the cost of elections with very small voter registration populations. Equipment Rental Fees allocated separately.

Section 10. ***Amendments.*** This Agreement may not be amended or modified except in writing and executed by both the LPS and the County. Neither party may assign this Agreement without the written consent of the other party. However, the Officer may assign deputies to perform any of the contracted services and may contract with third persons for election services and supplies.

Section 11. ***Effective Date.*** This Agreement contains the entire agreement between the parties and supersedes all prior understandings and agreements between the parties regarding such matters. The term of this Agreement will commence on August 1, 2020 and end on July 31, 2021.

Section 12. ***Force Majeure.*** Either of the parties to this Agreement shall be excused from any delays and/or failures in the performance of the terms and conditions of this Contract, to the extent that such delays and/or failures result from causes beyond the delaying/failing party's reasonable control, including but not limited to war (whether declared or not), armed conflict or the serious threat of the same (including but not limited to hostile attack, blockade, military embargo), hostilities, invasion, act of a foreign enemy, extensive military mobilization, civil war, riot, rebellion, revolution, military or usurped power, insurrection, civil commotion or disorder, mob violence, act of civil disobedience, act of terrorism, sabotage or piracy; plague, epidemic, pandemic, outbreaks of infectious disease or any other public health crisis, including quarantine, social distancing, isolation or other behavioral restrictions; act of authority whether lawful or unlawful, compliance with any law or governmental order, rule, regulation or direction, curfew restriction, expropriation, compulsory acquisition, seizure of works, requisition, nationalization; act of God or natural disaster such as but not limited to violent storm, cyclone, typhoon, hurricane, tornado, earthquake, landslide, flood, damage or destruction by lightning, drought; explosion, fire, destruction of machines, equipment and of any kind of installation, prolonged breakdown of transport, telecommunication or electric current; shortage or inability to obtain critical material or supplies to the extent not subject to the reasonable control of the subject party ("force majeure event ") whether foreseeable or unforeseeable by the parties at the time of the execution of this Agreement. Any delaying/failing party shall, with all reasonable diligence, attempt to remedy the cause of delay and/or failure and shall recommence all remaining duties under this Agreement within a reasonable time of such remedy, or, when applicable, on the next available dates under the Texas Election Code.

Section 13. Should any provision in this Agreement be found or deemed to be invalid, this Agreement will be construed as not containing the provision and all other provisions which are otherwise lawful will remain in full force and effect, and to this end the provisions of this Agreement are declared to be severable. In case any one or more of the provisions contained in this Agreement are for any reason held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability will not affect any other provision thereof, and this

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Agreement will be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

Section 14. Any notice provided for under this Agreement will be forwarded to the following addresses:

Hays County Elections Administrator
Government Center
712 South Stagecoach Trail Suite 1012
San Marcos, Texas 78666

LPS
LPS Clerk's Office
Street Address
City, Texas Zip

Section 15. Nothing contained in this Agreement will authorize or permit a change in the office with whom or the place at which any document or record relating to the Election(s) is to be filed, or place at which any function of the canvass of the election returns is to be performed, or the officer to serve as custodian of voted ballots or other election records.

Section 16. This Agreement shall take effect immediately upon execution by both parties hereof and shall inure to the benefit and be binding upon the administrators, successors and assigns of the Parties hereto.

WITNESS OUR HANDS this ___ day of August, 2022

Hays County Elections Administrator

_____
Jennifer Anderson
Elections Administrator

Attest:

_____

LPS

_____
Signed
LPS Manager

Attest:

_____

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AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Date: 09/13/2022
Requested By:
Sponsor: Commissioner Shell

Agenda Item

Accept the Fiscal Year 2021 Hays County Emergency Services District #7 Audit Report per Texas Health and Safety Code 775.082. **SHELL/VILLARREAL-ALONZO**

Summary

Texas Health and Safety Code 775.082 requires that the District prepare and file with the Commissioners Court by June 1 of each year an audit report of the district's fiscal accounts and records. The District's Audit Report dated August 6, 2022, is attached.

Attachments

ESD #7 FY 2021 Financial Report

HAYS COUNTY EMERGENCY SERVICES DISTRICT #7
FINANCIAL STATEMENTS
FOR THE YEAR ENDED SEPTEMBER 30, 2021
WITH INDEPENDENT AUDITOR'S REPORT

HAYS COUNTY EMERGENCY SERVICES DISTRICT #7

TABLE OF CONTENTS

INDEPENDENT AUDITOR'S REPORT.....1-2

FINANCIAL STATEMENTS

STATEMENT OF ASSETS, LIABILITIES, AND NET ASSETS-CASH BASIS....3

STATEMENT OF SUPPORT, REVENUE, AND EXPENSES-CASH BASIS.....4

STATEMENT OF CASH FLOWS-CASH BASIS.....5

NOTES TO FINANCIAL STATEMENTS.....6-8

LINDA TENEYUQUE GONZALEZ

Certified Public Accountant
Certified Fraud Examiner

Independent Auditor's Report

To the Board of Commissioners of
Hays County Emergency Services District #7

Report on the Financial Statements

I have audited the accompanying financial statements of Hays County Emergency Services District #7 (the District), which comprise the statement of assets, liabilities, and net assets-cash basis as of September 30, 2021, and the related statements of support, revenue, and expenses-cash basis and cash flows-cash basis for the year then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with the cash basis of accounting described in Note A; this includes determining that the cash basis of accounting is an acceptable basis for the preparation of the financial statements in the circumstances. Management is also responsible for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

My responsibility is to express an opinion on these financial statements based on my audit. I conducted my audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that I plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, I express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

I believe that the audit evidence I have obtained is sufficient and appropriate to provide a basis for my audit opinion.

Opinion

In my opinion, the financial statements referred to above present fairly, in all material respects, the assets, liabilities, and net assets of Hay County Emergency Services District #7 as of September 30, 2021, and its support, revenue, and expenses for the year then ended in accordance with the cash basis of accounting described in Note A.

Basis of Accounting

I draw attention to Note A to the financial statements, which describes the basis of accounting. The financial statements are prepared on the cash basis of accounting, which is a basis of accounting other than accounting principles generally accepted in the United States of America. My opinion is not modified with respect to this matter.

Linda Langley Gregg, CPA

San Marcos, Texas
August 6, 2022

HAYS COUNTY EMERGENCY SERVICES DISTRICT #7
STATEMENT OF ASSETS, LIABILITIES, AND NET ASSETS-CASH BASIS
SEPTEMBER 30, 2021

ASSETS

ASSETS		
Cash and cash equivalents	$	1,388,965
Investments		1,298,327
TOTAL ASSETS		2,687,292

LIABILITIES AND NET ASSETS

NET ASSETS		
Net assets-unassigned		2,687,292
TOTAL NET ASSETS		2,687,292
TOTAL LIABILITIES AND NET ASSETS	$	2,687,292

The accompanying notes are an integral part of the financial statements.

HAYS COUNTY EMERGENCY SERVICES DISTRICT #7
STATEMENT OF SUPPORT, REVENUE, AND EXPENSES-CASH BASIS
YEAR ENDED SEPTEMBER 30, 2021

	Unassigned
SUPPORT AND REVENUE	
Tax revenue	$ 2,420,921
Investment/interest income	10,045
Unrealized (loss)-investments	(3,190)
TOTAL SUPPORT AND REVENUE	2,427,776
EXPENSES	
Program	
WEMS contract payments	1,560,000
Administrative	
Hays Tax Assessor/collector	2,196
Appraisal District	16,694
Audit	3,000
Insurance	1,617
Public notices	799
Postage/mailbox	70
Investment fees	9
TOTAL EXPENSES	1,584,385
CHANGE IN NET ASSETS	843,391
NET ASSETS, BEGINNING OF YEAR	1,843,901
NET ASSETS, END OF YEAR	$ 2,687,292

The accompanying notes are an integral part of the financial statements.

HAYS COUNTY EMERGENCY SERVICES DISTRICT #7
STATEMENT OF CASH FLOWS-CASH BASIS
YEAR ENDED SEPTEMBER 30, 2021

Cash Flows from Operating Activities	
Change in net assets	$ 843,391
Adjustments to reconcile change in net assets to net cash provided (used) by operating activities:	
Unrealized loss	3,190
Net Cash Provided from Operating Activities	846,581
Cash Flows from Investing Activities	
Investment transfer to savings	50,000
Reinvestment of investment income	(9,421)
Net Cash Provided from Investing Activities	40,579
Net Increase In Cash and Cash Equivalents	887,160
Cash and Cash Equivalents at Beginning of Year	501,805
Cash and Cash Equivalents at End of Year	$ 1,388,965

The accompanying notes are an integral part of the financial statements.

HAYS COUNTY EMERGENCY SERVICES DISTRICT #7
NOTES TO FINANCIAL STATEMENTS
FOR THE YEAR ENDED SEPTEMBER 30, 2021

NOTE A - ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICES

Reporting Entity
Hays County Emergency Services District #7 (the District), is a political subdivision established under the laws of the State of Texas by local voters for the purpose of raising money through ad valorem taxes on all real property located within the district. The District receives tax revenue to provide the direction and financial resources for protection of the lives and property of the people living or traveling within the District against medical emergencies.

Basis of Accounting
The District prepares its financial statement on the cash basis of accounting, which is a comprehensive basis of accounting other than generally accepted accounting principles. Consequently, revenue is recognized when received rather than when earned and expenses are recognized when paid rather than when the obligation is incurred.

Use of Estimates
The preparation of financial statements in conformity with U.S. generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Net Assets
Equity is classified as net assets. Net assets are reported as:
Assigned/Restricted – net assets with restrictions imposed on their use either through enabling legislation adopted by the District or through external restrictions imposed by creditors, grantors, laws or regulations of other governments.
Unassigned/Unrestricted – all other net assets that do not meet the definition of "restricted".

NOTE B - CASH AND CASH EQUIVALENTS

The District's cash and cash equivalents include checking and savings accounts. The District's deposits are held in one major financial institution and are exposed to concentrations of credit risk. The District has pledged securities for amounts in excess of FDIC coverage. As of September 30, 2021, the District's cash deposits totaled $1,388,965.

NOTE C - INVESTMENTS

Investments held by the District are measured and recorded at fair value based on quoted prices in active markets on a trade-date basis. Investments held by the District as of September 30, 2021, are as follows:

Cetera Investments

Flexinsured/money market funds	$ 1,298,327
Total investments	$ 1,298,327

Net investment gains consisted of the following for the year ended September 30, 2021:

Dividend interest/capital gains	$ 9,430
Unrealized loss	(3,190)
Total investment gains	$ 6,240

Investment Policies
The District has adopted a written investment policy, as required by the Public Funds Investment Act, Chapter 2256, and Texas Government Code. The investments of the District are in compliance with their investment policies.

NOTE D - PROPERTY TAXES

The methods of property assessments and tax collections are determined by Texas statues. The appraisal of property within the District is the responsibility of the Hays County Appraisal District. Property taxes are levied by October 1 on the assessed value listed as of the prior January 1 for all real and business personal property located within the District in conformity with Texas Property Tax Code. Taxes are due on receipt of the tax bill and become delinquent if not paid before February 1st of the year in which imposed. The District's tax rate is set each September by the District's Board of Commissioners. The tax rate was $.0730 over $100 of value.

NOTE E - COMMITMENTS

The District has entered into a contract agreement with Wimberley Emergency Medical Service Systems, Inc. (WEMS) to provide emergency medical care and ambulance services to the District's region. For services provided by WEMS, the District paid monthly payments totaling $1,560,000 to WEMS for fiscal year ended September 30, 2021. Either party may terminate the agreement by written notice in accordance with the terms of the contract.

HAYS COUNTY EMERGENCY SERVICES DISTRICT #7
NOTES TO FINANCIAL STATEMENTS
FOR THE YEAR ENDED SEPTEMBER 30, 2021

NOTE F - LIQUIDITY AND AVAILABLITY

Financial assets, without donor restrictions, available for general expenditure within one year of the statement of assets and net assets – cash basis, comprise the following:

Cash and cash equivalents	$1,388,965
Financial assets available for general expenditure within one year	$1,388,965

NOTE G - SUBSEQUENT EVENTS

The Board has evaluated subsequent events through August 6, 2022, which is the date the financial statements were available to be issued.

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Date: 09/13/2022
Requested By: Judge Dan O'Brien
Sponsor: Commissioner Smith

Agenda Item:
Authorize the Mental Health Specialty Court to purchase consumable items for the Sequential Intercept Model (SIM) Mapping Workshop in collaboration with Texas Health and Human Services. **SMITH/O'BRIEN**

Summary:
The SIM workshop is a collaborative effort to bring together Hays County stakeholders and community organizations to identify gaps in services in each intercept. Intercepts include crisis calls and emergency services, arrest, incarceration, release, court/legal proceedings, specialty courts, and community re-entry and reintegration. This workshop is specifically geared towards collaboratively diverting individuals with mental health, substance abuse, and IDD challenges away from the criminal and legal system and supporting them using community resources and sharing resources with one another. This will be a two-day workshop, with two breakfast meals and one lunch meal to be provided during the event. Funding for the meals, bottled water, delivery and tip are needed.

Commissioner Pct. 4 has offered to cover the consumable items for this event utilizing his available community program budget.

Fiscal Impact:
Amount Requested: $3,200 NTE
Line Item Number: 001-604-00.5353

Budget Office:
Source of Funds: General Fund
Budget Amendment Required Y/N?: No
Comments: Funds are available within the Commissioner Pct. 4 community program budget.

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

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Date: 09/13/2022
Requested By:
Sponsor: Commissioner Ingalsbe

Agenda Item:
Authorize the Commissioner Pct. 1 Office to support the Texas Department of Public Safety related to purchasing safety equipment and amend the budget accordingly. **INGALSBE**

Summary:

The Commissioner Pct. 1 Office would like to provide sponsorship funding and authorize a purchasing policy waiver for the Texas Department of Public Safety to purchase Ballistic Shields from RTS Tactical to provide protection against rifle fire.

Objectives of Ballistic Shields are:
- Provide first responders the equipment needed to respond to active shooter situations
- Stop multiple rounds from most common AR and AK style rifles
- Stop dangerous projectiles
- Protect citizens
- Help neutralize threats quickly

Attachments:
Texas Department of Public Safety Sponsorship Letter
Mini Shield Quote

Funds are available within the Commissioner's operating budget to provide sponsorship support.

Fiscal Impact:
Amount Requested: $2,000.00
Line Item Number: 001-651-00.5717_400

Budget Office:
Source of Funds: General Fund
Budget Amendment Required Y/N?: Yes
Comments: Funds will be moved to the purchasing departments appropriate g/l account.
Budget Amendment:
$2,000 - Increase DPS L&W Law Enforcement Equipment_Operating 001-651-00.5717_400
($2,000) - Decrease Commissioner Pct. 1 Community Program Expense 001-601-00.5353

Auditor's Office:
Purchasing Guidelines Followed Y/N?: Approve a waiver to the purchasing policy requiring three quotes.
G/L Account Validated Y/N?: Yes, Law Enforcement Equipment
New Revenue Y/N?: N/A
Comments:

Attachments

Quote
HQ

Texas Dept Of Public Safety - Mini Shield Quote

Quote created on August 31, 2022 - Reference: 20220831-151138087

texas.gov
1100 San Jacinto Boulevard, 1100 San Jacinto
Austin, TX 78731
United States

Freddy Duran
Cpl.
freddy.duran@dps.texas.gov
+1 (572) 787-8521

Products & Services

RTS Tactical Level III+ Rifle Special Threats Mini Shield 14X24 Black	4 x $500.00
Free Shipping	1 x $0.00

One-time subtotal	$2,000.00
Total	**$2,000.00**

This quote expires on November 29, 2022.

Questions? Contact me

Mendy Kreiman

hq@rtstactical.com

+1 (786) 706-0850

RTS Tactical

7770 NW 22nd Avenue

Miami, FL 33147

United States

TEXAS DEPARTMENT OF PUBLIC SAFETY

1400 North IH-35 • San Marcos, TEXAS 78666
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STEVEN P. MACH, CHAIRMAN
NELDA L. BLAIR
STEVE H. STODGHILL
DALE WAINWRIGHT

Commissioner Ingalsbe,

As we saw in Uvalde, the shooter held Police off with the threat of high-powered rounds penetrating the school's walls. The average patrol officer is not equipped with the tools needed to respond to such a threat. Most Armor Ballistic Shields deployed and used among United States Law Enforcement Agencies are not rated to provide any protection against rifle fire. The request for funds for rifle-rated shields will give the first responders on the streets the necessary equipment to respond to any threat in our area. The selected shields are rated and tested to stop multiple rounds from most common AR and AK-style rifles. The deployment of these shields can be used in different situations that law enforcement faces daily. The Hays County area is one of the fastest-growing locations in the United States. With prominent colleges, event venues, and giant corporations in our county, we must stay prepared to protect our citizens.

Respectfully submitted,

Virgil Verduzco, Lieutenant
Texas Highway Patrol
Commercial Vehicle Enforcement
Central Texas Region – 6B South

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Date: 09/13/2022

Requested By: Villarreal-Alonzo
Sponsor: Judge Becerra

Agenda Item:
Approve an increase of $300.00 in the Tax Office change fund as recommended by the County Auditor pursuant to Texas Local Government Code Chapter 130.902 (d). **BECERRA/ VILLARREAL-ALONZO**

Summary:
The Tax Office would like to increase the office change fund by $300 due to an increase in staff and additional transactions at the substations.

Fiscal Impact:
Amount Requested: $300
Line Item Number: 001-619-00.5391

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

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

Attachments

Increase in Change Fund Request

Hays County Tax Assessor-Collector
Jenifer O'Kane, PCC

712 S. Stagecoach Trail, Suite 1120
San Marcos, TX 78666-5071
(512) 393-5545
www.hayscountytax.com

August 30, 2022

Marisol Villarreal-Alonzo, CPA, MPA
Hays County Auditor
712 S. Stagecoach Trail, Suite 1071
San Marcos, TX 78666

Re: Change Fund Increase

Dear Ms. Villarreal-Alonzo,

Currently our office has a change fund of $6000.00. We would like to increase the change fund by $300.00. This will increase our total to $6300.00.

Please take these funds from our Miscellaneous line item 001-619-00.5391 and contact me when the funds are available for pick up.

The need for the increase is due to an additional staff member ($200.00) and to disburse a $100.00 till to the Chief Deputy in our Kyle office in the event that he needs to assist taxpayers.

Please feel free to contact our office should you have questions or require additional information.

Thank you,

Elizabeth Shahan
Chief Deputy
Hays County Tax Office
712 S. Stagecoach Trl, Ste. 1120
San Marcos, TX 78666
www.hayscountytax.com
512-393-5545 Phone
512-393-5547 Fax

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Date: 09/13/2022

Requested By: Jerry Borcherding

Sponsor: Commissioner Smith

Agenda Item

Approve Utility Permits. **SMITH/BORCHERDING**

Summary

TRN-2022-5230-UTL	Centerpoint Energy to install 3135 linear feet of 2" Intermediate Pressure Polyethylene Plastic Main and 1" Intermediate Pressure Polyethylene Plastic Service gas line to serve customer at 811 Pine Siskin Dr, Buda, Hays County, TX. Main Line will be installed by horizontal directional boring and open excavation as needed. Service line to be installed by open excavation.

Attachments

Permit
Site Plan

Hays County Transportation Department

2171 Yarrington Rd, Suite 200, Kyle Texas 78640
(P) 512-393-7385 (Web) www.hayscountytx.com

UTILITY PERMIT APPROVAL LETTER

** Notification must be given **IN WRITING** at least 24 hours before work begins and proper traffic control must be implemented throughout the work zone. **

The utility company or any of its representatives, engineers, contractors, or authorized agents agree to use Best Management Practices to minimize erosion and sedimentation resulting from the proposed installation AND will insure that traffic control measures complying with applicable portions of the Texas Manual of Uniform Traffic Control Devices will be installed and maintained during installation.

General Special Provisions:

1. Construction of this line will begin on or after 9/19/2022 .

Utility Company Information:

Name: CenterPoint Energy
Address: 2730 S IH 35 New Braunfels TX
Phone: 8306436902
Contact Name: Hugh Fitzwater

Engineer / Contractor Information:

Name: CenterPoint Energy
Address: 2730 S IH 35 New Braunfels TX 78130
Phone: 8306436902
Contact Name: Hugh Fitzwater

Hays County Information:

Utility Permit Number: TRN-2022-5230-UTL
Type of Utility Service: Gas Lines
Project Description:
Road Name(s): Canyon Wren Dr, Longspur Dr, Pine Siskin Dr, Leisurewood Dr, , FM 967, ,
Subdivision:
Commissioner Precinct:

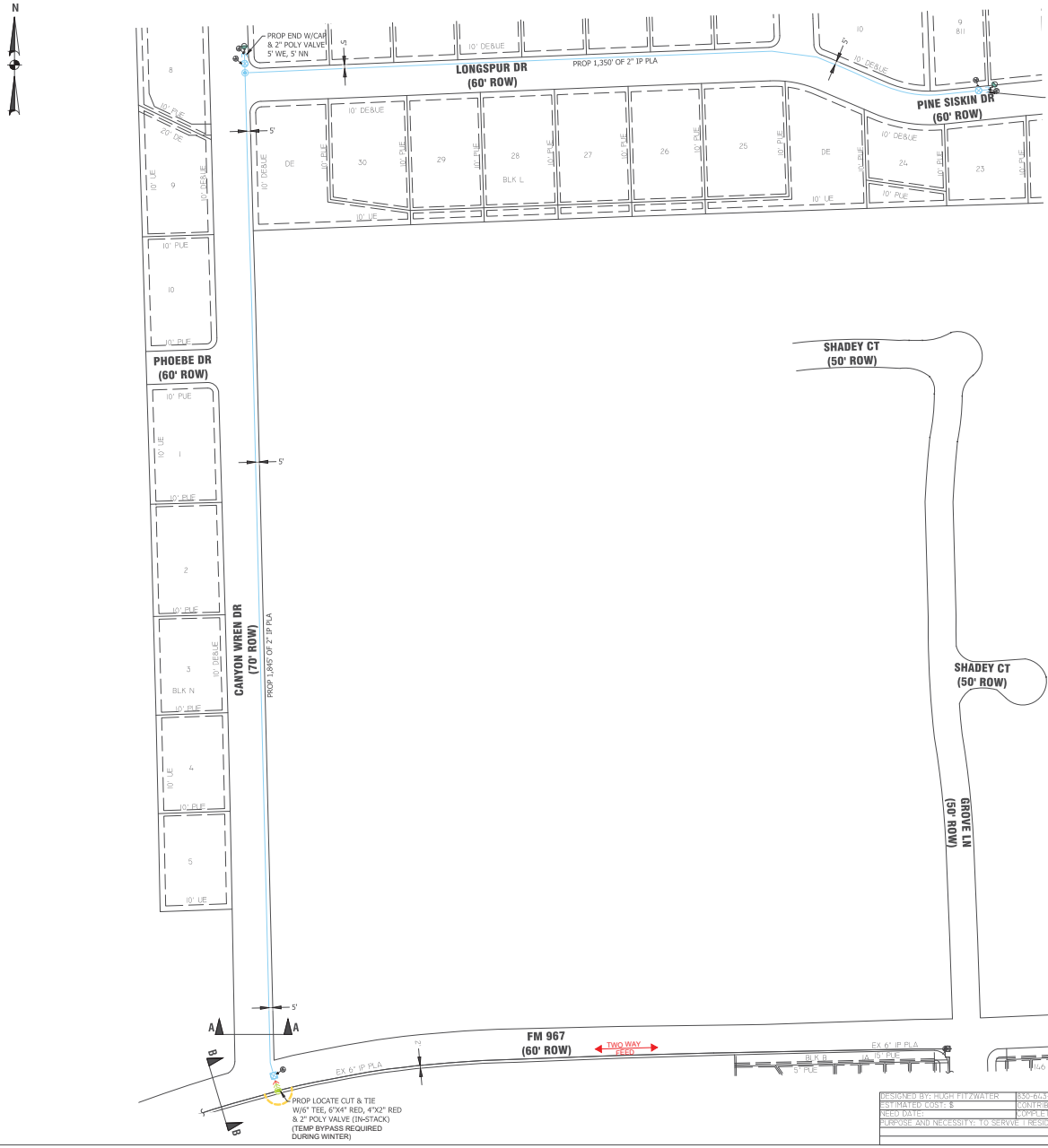
What type of cut(s) will you be using ?

☒ Boring ☒ Trenching ☐ Overhead ☐ N/A

Authorization by Hays County Transportation Department
The above-mentioned permit was approved in Hays County Commissioners Court on .

09/06/2022

Signature	Title	Date



GAS STAKING

JOB NO:_____ BY:_____ DATE:_____
ESMTS, DED, BY:_____ ESMT. DOCUMENTS:_____
MONUMENTATION FND:_____ PLAT DISTS, CHK, =D:_____
ESMTS, NEEDED AT:_____
NON-STD. STAKING:_____ REASON:_____

PERMITS REQUIRED FOR CONSTRUCTION

- ☐ NO PERMITS REQUIRED
- ☑ TXDOT
- ☐ CITY:_____
- ☑ COUNTY: HAYS
- ☐ FLOODCONTROL/DRAINAGE:_____
- ☐ RAILROAD:_____

VICINITY MAP

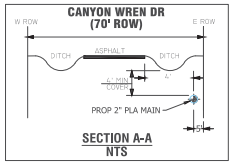
TXDOT NOTES:

1. ALL EXISTING UTILITIES WILL BE LOCATED AND FIELD VERIFIED PRIOR TO PROPOSED GAS LINE INSTALLATION.
2. PROPOSED GAS LINE WILL MAINTAIN A MINIMUM OF 24"CLEARANCE FROM EXISTING UTILITIES AND STRUCTURES.
3. ALL GAS LINES IN TXDOT ROW, OUTSIDE OF THE PAVEMENT SURFACE, IF CROSSING PAVEMENT OR PARALLEL, LESS THAN 10 FT FROM PAVEMENT EDGE SHALL MAINTAIN A MINIMUM COVER OF 60". GAS LINES UNDER PAVEMENT SHALL MAINTAIN A STANDARD MINIMUM COVER OF 60" DEPTH TO TOP OF PIPE.
4. ALL PLASTIC GAS LINES WILL BE POLYETHYLENE PLASTIC AND CONFORM TO ASTM-2513 SPECIFICATIONS.
5. THE INTERMEDIATE PRESSURE (IP) POLYETHYLENE PLASTIC GAS LINES WILL OPERATE UNDER 60 PSIG.
6. ALL PAVED DRIVEWAY AND ROADWAY CROSSINGS WILL BE DIRECTIONALLY BORED ALL TREES GREATER THAN 4" DIAMETER WILL BE DIRECTIONAL DIRECTIONALLY BORED, DRIP LINE TO DRIP LINE OR 5' FROM TRUNK, WHICHEVER IS GREATER.
7. GAS LINES INSTALLED WITHIN 10' OF THE E.O.P. WILL BE BACK FILLED FLOWABLE FILL PER TAW TXDOT SPEC- 401.
8. DURING CONSTRUCTION NO SIDEWALKS ARE TO BE DISTURBED OR TEMPORARILY CLOSED.

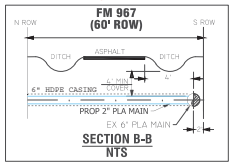
GENERAL NOTES:

1. FIELD VERIFY & LOCATE ALL EXISTING FEEDS, MAINS & SERVICES.
2. MAINTAIN A MINIMUM DEPTH OF 3' UNLESS OTHERWISE NOTED.
3. USE GAUGES TO MONITOR & MAINTAIN FEEDS & PRESSURE.
4. CONTACT DESIGNER (HUGH FITZWATER AT 830-643-6902) WITH ANY NECESSARY FIELD CHANGES.
5. THIS PROJECT IS SUBJECT TO SEWER LATERAL INSPECTION TO VERIFY CLEARANCE. PER THE OPTIONS STATED IN THE CONSTRUCTION AND SERVICE MANUAL, ENGINEERING WAS UNABLE TO VERIFY THE CLEARANCE WITH MAPS AND RECORDS.
6. TAKE NECESSARY PRECAUTIONS WHEN CUT, CAP & REMOVING STEEL MATERIAL. ASSUME ALL TAR WRAP PIPE CONTAINS ASBESTOS AND FOLLOW CONSTRUCTION AND SERVICE MANUAL PROCEDURES (SECTION: CS-D-1.330) FOR REMOVAL OF PIPE AND GASKETS WITH ASBESTOS CONTAINING MATERIAL OR PRESUMED ASBESTOS CONTAINING MATERIAL.
7. PCR IP PIPE TEST PRESSURE AT 100 PSIG IN ACCORDANCE WITH SECTION (CS-D-1.220) OF THE CONSTRUCTION & SERVICE MANUAL. HP LINE TEST PRESSURE AND DURATION ARE AS NOTED.
8. ALL SERVICE LINES MUST HAVE AN EFV OR CURB VALVE INSTALLED IN ACCORDANCE WITH SECTION CS-P-NEW 1.150 OF THE CONSTRUCTION AND SERVICE MANUAL AND EFV SIZING CHART. •CONTACT ENGINEERING FOR ADDITIONAL SIZING RECOMMENDATIONS.
9. COORDINATE CATHODIC PROTECTION WITH THE CORROSION DEPARTMENT (JOE FELLMAN AT 713-467-7311) AND ENSURE CP DEPARTMENT IS ON SITE DURING CONSTRUCTION TO MAKE BONDS.
10. DIMENSION ALL TIE-IN LOCATIONS FROM ESTABLISHED RIGHT OF WAYS.
11. CRITERIA TO BE USED FOR TRACER WIRE SELECTION WHEN INSTALLING PLASTIC GAS LINES:
    - A. USE #14 TRACER WIRE FOR ALL RESIDENTIAL SERVICE LINES.
    - B. USE #14 TRACER WIRE FOR SHORT BORES UP TO 300' AND ALL OTHER NON-BORE INSTALLATIONS.
    - C. USE #10 TRACER WIRE WITH ALL BORES LONGER THAN 300'.
    - D. USE #8 TRACER WIRE AS NEEDED FOR LARGE BAYOU CROSSINGS AND OTHER EXTRAORDINARY SITUATIONS AND COMPLEX BORES. INSPECTOR APPROVAL REQUIRED PRIOR TO WORK.

HAYS COUNTY PERMIT



TXDOT PERMIT



LEGEND

EXISTING MAIN 3,195'
PROP 2" IP PLA, SDR 11.0 PE 2708
WO#: 10424070B
PROP 5# ZINC ANODE
PROP MARKER BALL
GCO#: 49623
STAKING REQUEST#: 104240708

DRAFTER: WJR 8/18/2022
CKR: HE 8/18/2022
ENGR: EHF 08/18/2022

F:232513950 O:23613944

DESIGNED BY: HUGH FITZWATER	830-643-6902	RECOMMENDED BY:	DATE:	DRAWN BY: WJR
ESTIMATED COST: $	CONTRIBUTION: $	ABEL ARISPE	08/18/2022	DATE: 08/18/2022
NEED DATE:	COMPLETION DATE:			SCALE: 1:100
PURPOSE AND NECESSITY: TO SERVVE 1 RESIDENTIAL CUSTOMER		APPROVED BY:	DATE:	SHEET: 1 OF 1
		BENJI OREM	08/19/2022	

811 PINE SISKIN DR
BUDA, TEXAS

DWG NO: **ED3-228458**

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Date: 09/13/2022

Requested By: T.CRUMLEY

Sponsor: Commissioner Ingalsbe

Agenda Item

Authorize the submission of a grant application to the Office of the Governor, Bullet Resistant Shield Grant Program in the amount of $167,102.80. **INGALSBE/T.CRUMLEY**

Summary

If awarded the County plans to purchase Bullet Resistant Shields for the Hays County Sheriff's Officer's. This proposed project is to equip Student Resource Officers (SRO) Law Enforcement Supervisors responding and SRO Supervisors with bullet resistant shields that can be used in critical incidents including active shooter situations. There is no match required.

Attachments

Bullet Resistant Grant info

Print This Page

Agency Name: Hays County
Grant/App: 4616601 **Start Date:** 8/25/2022 **End Date:** 9/19/2022

Project Title: Bullet Resistant Shield
Status: Application Pending Submission

Narrative Information

Introduction

The Bullet-Resistant Shield Grant Program equips law enforcement officers at risk of shootings with bullet-resistant shields.

The funding announcement, located on the eGrants Calendar page, describes the organization types, activities, and costs that are eligible under the announcement. The PSO's eGrants User Guide to Creating an Application guides applicants through the process of creating and submitting an application in eGrants. Information and guidance related to the management and use of grant funds can be found in the PSO's Guide to Grants, located on the PSO Resource for Applicants and Grantees webpage.

Certifications

In addition to the requirements found in existing statute, regulation, and the funding announcement, this program requires applicant organizations to certify compliance with the following:

Constitutional Compliance
Applicant assures that it will not engage in any activity that violates Constitutional law including profiling based upon race.

Active Shooter Policy
All eligible organizations that apply for grant funds will ensure its law enforcement agency adopts a Critical Incidents In-Progress (Active Shooter) policy implementing, at a minimum, protocols for assessing an active threat or violent encounter and immediately responding in order to stop the killing, stop the dying, and provide rapid casualty evacuation. The policy should include procedures that address:
- Concepts and Principles
- Community/First Responder Agency Notifications
- Mutual Aid Implementation
- Solo Officer Deployment
- Officer Team Deployment
- Follow-On Responders (Rescue Task Force)
- Incident Command - Unified Command Considerations
- Incident Debriefing
- Training

ALERRT Training
All officers provided with a grant funded ballistic shield must have either attended 16 hours of ALERRT (Advanced Law Enforcement Rapid Response Training) within the last 24 months or commit to attend within the next 24 months. ALERRT's upcoming course catalog can be found here: https://alerrt.org/Upcoming.

NIJ Ballistic Shield Standards
Applicant assures that shields purchased with grant funds will comply with the National Institute of Justice (NIJ) Level III, III+, or IV.

Cybersecurity Training Requirement
Local units of governments must comply with the Cybersecurity Training requirements described in Section 772.012 and Section 2054.5191 of the Texas Government Code. Local governments determined to not be in compliance with the cybersecurity requirements required by Section 2054.5191 of the Texas Government Code are ineligible for OOG grant funds until the second anniversary of the date the local government is determined ineligible. Government entities must annually certify their compliance with the training requirements using the Cybersecurity Training Certification for State and Local Governments. A copy of the Training Certification must be uploaded to your eGrants application. For more information or to access available training programs, visit the Texas Department of Information Resources Statewide Cybersecurity Awareness Training page.

Criminal History Reporting
Entities receiving funds from PSO must be located in a county that has an average of 90% or above on both adult and juvenile dispositions entered into the computerized criminal history database maintained by the Texas Department of Public Safety (DPS) as directed in the *Texas Code of Criminal Procedure, Chapter 66*. The disposition completeness percentage is defined as the percentage of arrest charges a county reports to DPS for which a disposition has been subsequently reported and entered into the computerized criminal history system.

Counties applying for grant awards from the Office of the Governor must commit that the county will report at least 90% of convictions within five business days to the Criminal Justice Information System at the Department of Public Safety.

Uniform Crime Reporting (UCR)
Eligible applicants operating a law enforcement agency must be current on reporting complete UCR data and the Texas specific reporting mandated by 411.042 TGC, to the Texas Department of Public Safety (DPS) for inclusion in the annual Crime in Texas (CIT) publication. To be considered eligible for funding, applicants must have submitted a full twelve months of accurate data to DPS for the most recent calendar year by the deadline(s) established by DPS. Due to the importance of timely reporting, applicants are required to submit complete and accurate UCR data, as well as the Texas-mandated reporting, on a no less than monthly basis and respond promptly to requests from DPS related to the data submitted.

Entities That Collect Sexual Assault/Sex Offense Evidence or Investigate/Prosecute Sexual Assault or Other Sex Offenses
In accordance with Texas Government Code, Section 420.034, any facility or entity that collects evidence for sexual assault or other sex offenses or investigates or prosecutes a sexual assault or other sex offense for which evidence has been collected, must participate in the statewide electronic tracking system developed and implemented by the Texas Department of Public Safety. Visit DPS's Sexual Assault Evidence Tracking Program website for more information or to set up an account to begin participating.

Compliance with State and Federal Laws, Programs and Procedures
Local units of government, including cities, counties and other general purpose political subdivisions, as appropriate, and institutions of higher education that operate a law enforcement agency, must comply with all aspects of the programs and procedures utilized by the U.S. Department of Homeland Security ("DHS") to: (1) notify DHS of all information requested by DHS related to illegal aliens in Agency's custody; and (2) detain such illegal aliens in accordance with requests by DHS. Additionally, counties and municipalities may NOT have in effect, purport to have in effect, or make themselves subject to or bound by, any law, rule, policy, or practice (written or unwritten) that would: (1) require or authorize the public disclosure of federal law enforcement information in order to conceal, harbor, or shield from detection fugitives from justice or aliens illegally in the United States; or (2) impede federal officers from exercising authority under 8 U.S.C. § 1226(a), § 1226(c), § 1231(a), § 1357(a), § 1366(1), or § 1366(3). Lastly, eligible applicants must comply with all provisions, policies, and penalties found in Chapter 752, Subchapter C of the Texas Government Code.

Each local unit of government, and institution of higher education that operates a law enforcement agency, must download, complete and then upload into eGrants the CEO/Law Enforcement Certifications and Assurances Form certifying compliance with federal and state immigration enforcement requirements. This Form is required for each application submitted to OOG and is active until August 31, 2023 or the end of the grant period, whichever is later.

Civil Rights Liaison
A civil rights liaison who will serve as the grantee's civil rights point of contact and who will be responsible for ensuring that the grantee meets all applicable civil rights requirements must be designated. The designee will act as the grantee's liaison in civil rights matters with PSO and with the federal Office of Justice Programs.
Enter the Name of the Civil Rights Liaison:
Shari Miller
Enter the Address for the Civil Rights Liaison:
712 S. Stagecoach Trail Ste. 1045 San Marcos, TX-78666
Enter the Phone Number for the Civil Rights Liaison [(999) 999-9999 x9999]:
512-393-2245

Overall Certification

Each applicant agency must certify to the specific requirements detailed above as well as to comply with all requirements within the PSO Funding Announcement, the *Guide to Grants*, the *Grantee Conditions and Responsibilities*, any authorizing or applicable state and federal statutes and regulations to be eligible for this program.

X I certify to all of the application content & requirements.

Project Abstract :

This proposed project is to equip Student Resource Officers (SRO) Law Enforcement Supervisors responding and SRO Supervisors with bullet resistant shields that can be used in critical incidents including active shooter situations.

Problem Statement :

Texas ranks among the states with the highest number of school gun violence incidents. Nationwide, we have seen these events happening at schools from elementary to high school. Hays County has a strong School Resource Officer program, but officers need to be well equipped in order to perform their duties to the best of their abilities.

Supporting Data :

Our Sheriffs Officers need to be ready to protect our faculty, staff, and students. Nobody knows when a threat could potentially happen. Having the correct equipment will benefit our officers and the citizens that are being threatened. This system is currently utilized by law enforcement tactical teams, including the Austin Police Department SWAT Unit. With the recent increase in mass shooting/active attack incidents occurring nationwide, this would be an excellent tool to assist patrol in these type scenarios, as well as other high risk police response situations.

Project Approach & Activities:

The purchase of the bullet resistant shields will allow SRO's to protect themselves and give them an opportunity to neutralize a threat by using these shields as cover. By protecting responding officers, the shields will increase the chances of officers being able to stop the attacker. The proposed shields are a mixture of handheld shields with a viewport and shields without a viewport that can be utilized on a rolling dolly system. When used in this way, the system offers near full body rifle rated ballistic protection, as well as a mobile platform, providing officers cover while moving through large structures, such as schools or office buildings, which would greatly reduce fatigue and allow for a more stable shooting platform. Traditionally, carrying a shield for an extended distance, and/or attempting to utilize a shield while simultaneously using a firearm or non-lethal weapon greatly impacts accuracy and overall effectiveness when confronting or searching for an armed subject. Having quick access to this tool - which would be stored in a mobile patrol vehicle - would allow officers to respond more effectively high threat situations and provide the best opportunity for success. This system may also be useful to patrol officers when forming a quick reaction team in response to armed barricaded subject incidents, and or developing/active hostage situations

Capacity & Capabilities:
The Hays County Sheriffs Office currently has an SRO present at all Independent School District middle and high school campuses in the county. HCSO regularly responds to calls throughout the county by themselves and in collaboration with other departments. A portion of the proposed shields to be purchased are also used by Austin Police Department - located approximately 40 miles away. In the event that APD also responded to a critical event, their shields would have the ability to link up with some of the proposed HCSO shields, allowing for larger coverage and more protection.

Performance Management :

The overall goal for this proposal is to allow the Hays County Sheriffs Office to purchase the specified TYR Bullet Resistant Shields. The Sheriffs Office will follow all purchasing policies and ensure that the officers who receive a grant funded shield have completed the required training.

Target Group :

The purchase of the bullet resistant shields will allow officers to better serve students, faculty and staff from critical incidents. Protecting the students and school faculty/staff is the main priority of the officers when it comes to school threats. Additionally, this system may also be useful to patrol officers when forming a quick reaction team in response to armed barricaded subject incidents, and or developing/active hostage situations. Currently, in addition to the Level IIIA shields, and other materials that may be utilized as "hard cover," such as structure walls or trees, patrol officers are often reduced to using patrol vehicles as cover, which offer extremely limited ballistic protection. The purchase of the proposed shields will provide the officers with necessary equipment.

Evidence-Based Practices:

Having these shields for the Hays County Sheriff Officers will help them to be prepared for any threat that may happen in our county. Whether its at a school or other public place. Deputies should not have to wait for SWAT for a rifle resistant shield, equipping the first deputies on scene with these shields is much more effective and can prevent loss of life.

You are logged in as **User Name**: APecina

Print This Page

Agency Name: Hays County
Grant/App: 4616601 **Start Date:** 8/25/2022 **End Date:** 9/19/2022

Project Title: Bullet Resistant Shield
Status: Application Pending Submission

Measures Information

Objective Output Measures

OUTPUT MEASURE	TARGET LEVEL
Equipment or technology: Individuals/ operators equipped	21
Equipment or technology: Organizations directly using	1
Number of bullet-resistant shields purchased with grant funds.	23

Objective Outcome Measures

OUTCOME MEASURE	TARGET LEVEL

Custom Output Measures

CUSTOM OUTPUT MEASURE	TARGET LEVEL

Custom Outcome Measures

CUSTOM OUTCOME MEASURE	TARGET LEVEL

You are logged in as **User Name**: APecina

Print This Page

Agency Name: Hays County
Grant/App: 4616601 **Start Date:** 8/25/2022 **End Date:** 9/19/2022

Project Title: Bullet Resistant Shield
Status: Application Pending Submission

Project Activities Information

Introduction

This section contains questions about your project. It is very important for applicants to review their funding announcement for guidance on how to fill out this section. Unless otherwise specified, answers should be about the EXPECTED activities to occur during the project period.

Selected Project Activities:

ACTIVITY	PERCENTAGE:	DESCRIPTION
Equipment and Technology	100.00	This proposal is to purchase bullet resistant shields for Hays County Sheriffs Officers

CJD Purpose Areas

PERCENT DEDICATED	PURPOSE AREA	PURPOSE AREA DESCRIPTION

You are logged in as **User Name**: APecina

Print This Page

Agency Name: Hays County
Grant/App: 4616601 **Start Date:** 8/25/2022 **End Date:** 9/19/2022

Project Title: Bullet Resistant Shield
Status: Application Pending Submission

Budget Details Information

Budget Information by Budget Line Item:

CATEGORY	SUB CATEGORY	DESCRIPTION	OOG	CASH MATCH	IN-KIND MATCH	GPI	TOTAL	UNIT/%
Equipment	Bullet-Resistant Shield	TYR TACTICAL 24"X36" MT "WITH NREPORT" LEVEL 3 (RIFLE) RAPID REPSONSE BALLISTIC SHIELD X 21	$146,914.95	$0.00	$0.00	$0.00	$146,914.95	21
Equipment	Bullet-Resistant Shield	TYR TACTICAL LEVEL 3 (RIFLE) BALLISTIC SHIELD DOLLY (PATENTED) X 1	$2,995.95	$0.00	$0.00	$0.00	$2,995.95	1
Equipment	Bullet-Resistant Shield	TYR TACTICAL 24"X36" RAPID REPSONSE MT3 + BALLISTIC SHIELD, NON-VIEWPORT, BLACK X 2	$17,191.90	$0.00	$0.00	$0.00	$17,191.90	2

You are logged in as **User Name**: APecina

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Date: 09/13/2022

Requested By: T.CRUMLEY

Sponsor: Judge Becerra

Agenda Item:

Authorize the submission of a grant application to the Texas Department of Emergency Management in the amount of $307,733.80. The low water crossings are located at 1 - Pursley Road at Onion Creek 2 - 190 at Pioneer Bank Creek 3 - Fitzhugh Road at unnamed creek 4 - Sycamore Creek Drive at Sycamore Creek. **BECCERA/T.CRUMLEY**

Summary:

If awarded, the County plans to purchase and install additional gauges and cameras at four low water crossings throughout the county to expand upon the existing early warning monitoring system. This would add stream miles to the coverage area of the monitoring system. The low water crossings are located at 1 - Pursley Road at Onion Creek 2 - 190 at Pioneer Bank Creek 3 - Fitzhugh Road at unnamed creek 4 - Sycamore Creek Drive at Sycamore Creek.There is a 25% match required for this application.

Fiscal Impact:

Amount Requested: $76,958.45 (25% match requirement)
Line Item Number: N/A

Budget Office:

Source of Funds: TBD
Budget Amendment Required Y/N?: No
Comments: If awarded, the 25% matching funds will need to be budgeted. Funds are available in the FY23 proposed budget for misc. capital projects and may be utilized for this match requirement.

Auditor's Office:

Purchasing Guidelines Followed Y/N?: N/A
G/L Account Validated Y/N?: TBD
New Revenue Y/N?: TBD at Award
Comments:

Attachments

Funds letter
Terms and Conditions
TDEM Application 2
Certification
Form SF-424

Hays County Letter Head or Seal

August 31, 2022

Texas Department of Emergency Management
1033 La Posada Dr.
Suite 300
Austin, Texas 78752-3824

To Whom it May Concern,

Hays County is seeking funding through the Hazard Mitigation Grant Program to expand the early flood warning system in the county. It is recognized that this program involved both federal and local funding with a 75% federal share and a required local match of 25%.

The Hays County Commissioners' Court is committing $76,933.45 towards the expansion of the flood warning system in Hays County. By enhancing low water crossings Pursley Road at Onion Creek, 190 at Pioneer Bank Creek, Fitzhugh Road at unnamed creek, Sycamore Creek Drive at Sycamore Creek. These funds will be used as the required 25% match for the project. The Hays County Commissioners Court fully supports the expansion of the early flood warning system and recognizes the importance of this system.

Thank you for your attention to this matter.

Sincerely,

_____

Ruben Becerra
County Judge

GRANT TERMS AND CONDITIONS

This Agreement (consisting of these terms and conditions and all exhibits) is made and entered into by and between the Texas Division of Emergency Management (TDEM), an agency of the State of Texas, hereinafter referred to as " TDEM," and the award recipient, _____, hereinafter referred to as the "Subrecipient." Furthermore, TDEM and the Subrecipient are collectively hereinafter referred to as the "Parties." All subawards made under this agreement are subject to the same terms and conditions below.

Subrecipient may not assign or transfer any interest in this award without the express, prior written consent of TDEM and/or DHS/FEMA or other awarding agency.

a. The term Recipient and pass-through entity have the same meaning as "Grantee," as used in governing statutes, regulations, and DHS/FEMA guidance.

b. A Recipient is also a "non-federal entity" for administration purposes.

c. A Subrecipient is also known as a "Subgrantee" as used in governing statutes regulations and DHS/ FEMA guidance.

d. A Subrecipient is also a "non-federal entity" for administration purposes.

e. The "Grant" referred to in this agreement is an awardto the Subrecipient passed through from TDEM to the Subrecipient.

f. Certifying Official will be the Mayor, Judge, or Executive Director authorized to execute these grant terms and conditions, and to submit changes of Subrecipient Agents.

g. Projects and any subsequent versions for those projects accepted by the Subrecipient and subsequently obligated or deobligated by DHS/FEMA are considered subawards to this grant agreement.

h. TDEM uses contractors to administer subawards, both in communication with Subgrantees and the awarding agency. A Subgrantee's point of contact for all awards will be the regional Recovery or Mitigation Coordinator followed by the regional contractor. Subgrantees should update their primary points of contact with every new award in addition to each time a contact may change.

A. **Standard of Performance**. Subrecipient shall perform all activities as approved by TDEM. Any change to a project shall receive prior written approval by TDEM and, if required, by FEMA or other awarding agency. Subrecipient shall perform all activities in accordance with all terms, provisions and requirements set forth in this Grant, including but not limited to the following Exhibits:

1. Assurances – Non-Construction Programs, hereinafter referred to as "Exhibit A"
2. Assurances – Construction Programs, hereinafter referred to as "Exhibit B"
3. Certifications for Grant Agreements, hereinafter referred to as "Exhibit C"
4. State of Texas Assurances, hereinafter referred to as "Exhibit D"
5. Environmental Review Certification, hereinafter referred to as "Exhibit E"
6. Additional Grant Conditions, hereinafter referred to as "Exhibit F"
7. Additional Grant Certifications, hereinafter referred to as "Exhibit G"
8. Request for Information and Documentation referred to as "Exhibit H"

B. **Failure to Perform**. In the event Subrecipient fails to implement and complete the project(s) approved and awarded, or comply with any provision of this Grant, Subrecipient shall be liable to TDEM for an amount not to exceed the award amount of this Grant and may be barred from applying for or receiving additional DHS/FEMA grant program funds

or any other grant program funds administered by TDEM until repayment to TDEM is made and any other compliance or audit finding is satisfactorily resolved, in addition to any other remedy specified in this Grant. Failure to timely implement and complete projects may reduce future funding in additional DHS/FEMA and/or other grant programs administered by TDEM.

C. **Funding Obligations**. TDEM shall not be liable to Subrecipient for any costs incurred by Subrecipient that are not allowable costs.
1. Notwithstanding any other provision of this Grant, the total of all payments and other obligations incurred by TDEM under this Grant shall not exceed the total cumulative award amounts listed on the Subawards (projects and subsequent versions).
2. Subrecipient shall contribute the match funds listed on the subaward.

Subrecipient shall refund to TDEM any sum of these Grant funds that has been determined by TDEM or DHS/FEMA to be an overpayment to Subrecipient or that TDEM determines has not been spent by Subrecipient in accordance with this Grant. No refund payment(s) shall be made from local, state or federal Grant funds unless repayment with Grant funds is specifically permitted by statute or regulation. Subrecipient shall make such refund to TDEM within thirty (30) calendar days after TDEM requests such refund. If the subrecipient is unable to refund the amount due at the time of request, they may request offset funds from other open projects under the same award or request a payment plan. If a subrecipient does not provide the amount requested within 30 calendar days, TDEM will first offset the amount with any available funds within the same award and may pursue other remedies to receive payment in full.

D. **Performance Period**. The performance period for this Grant is listed on the subaward letter for each project. **All projects shall be completed within the performance period AND all reimbursement requests shall be submitted to TDEM within 60 days of the end of the performance period.** Subrecipient shall have expended all Grant funds and submitted reimbursement requests, invoices and any supporting documentation to TDEM within 60 days of the end of the performance period. TDEM shall not be obligated to reimburse expenses incurred after the performance period or submitted after the deadline.

E. **Uniform Administrative Requirements, Cost Principals and Audit Requirements**. Except as specifically modified by law or this Grant, Subrecipient shall administer this Grant through compliance with the most recent version of all applicable laws and regulations, including but not limited to DHS program legislation, Federal awarding agency regulations, and the terms and conditions of this Grant. A non-exclusive list is provided below [not all may apply in every project]:
- Public Law 93-288, as amended (Stafford Act)
- 44 CFR, Emergency Management and Assistance
- Disaster Mitigation Act of 2000
- OMB Regulations 2 CFR, Grant and Agreements
- Executive Order 11988, Floodplain Management
- Executive Order 11990, Protection of Wetlands
- Executive Order 12372, Intergovernmental Review of Programs and Activities
- Executive Order 12549, Debarment and Suspension
- Executive Order 12612, Federalism

- Executive Order 12699, Seismic Design
- Executive Order 12898, Environmental Justice
- Coastal Barrier Resources Act, Public Law 97-348
- Single Audit Act, Public Law 98-502
- Sandy Recovery Improvement Act publications
- Disaster Recovery Reform Act of 201816 U.S.C. § 470, National Historic Preservation Act
- 16 U.S.C. § 1531, Endangered Species Act References
- FEMA program publications, guidance and policies

F. **State Requirements for Grants**. Subrecipient shall comply with all other federal, state, and local laws and regulations applicable to this Grant including but not limited to the laws and the regulations promulgated in Texas Government Code, Chapter 783, Uniform Grant and Contract Management, (UGMS) at:
http://www.window.state.tx.us/procurement/catrad/ugms.pdf
and the program State Administrative Plan, available at:
https://grants.tdem.texas.gov
Subrecipient shall, in addition to the assurances and certifications, comply and require each of its subcontractors employed in the completion of the project to comply with all applicable statutes, regulations, executive orders, OMB circulars, terms and conditions of this Grant and the approved application.

Grant funds may not be awarded to or expended by any entity which performs political polling. This prohibition does not apply to a poll conducted by an academic institution as part of the institution's academic mission that is not conducted for the benefit of a particular candidate or party.

Grant funds may not be expended by a unit of local government unless the following limitations and reporting requirements are satisfied:

1. Texas General Appropriations Act, Art. IX, Parts 2 and 3, except there is no requirement for increased salaries for local government employees;
2. Texas Government Code Sections 556.004, 556.005, and 556.006, which prohibits using any money or vehicle to support the candidacy of any person for office, influencing positively or negatively the payment, loan, or gift to a person or political organization for a political purpose, and using Grant funds to influence the passage or defeat of legislation including not assisting with the funding of a lobbyist, or using Grant funds to pay dues to an organization with a registered lobbyist;
3. Texas Government Code Sections 2113.012 and 2113.101, which prohibits using Grant funds to compensate any employee who uses alcoholic beverages on active duty and Subrecipient may not use Grant funds to purchase an alcoholic beverage and may not pay or reimburse any travel expense for an alcoholic beverage;
4. Texas General Appropriations Act, Art. IX, Section 6.13, which requires Subrecipient to make every effort to attain key performance target levels associated with this Grant, including performance milestones, milestone time frames, and related performance reporting requirements; and
5. General Appropriations Act, Art. IX, Sections 7.01 and 7.02, and Texas Government Code §2102.0091, which requires that this Grant may only be expended if Subrecipient timely completes and files its reports.

G. **Restrictions and General Conditions**.

1. Use of Funds. DHS/FEMA Grant funds may only be used for the purposes set forth in this

Grant, and shall be consistent with the statutory authority for this Grant. Grant funds may not be used for matching funds for other Federal grants/cooperative agreements, lobbying, or intervention in Federal regulatory or adjudicatory proceedings. In addition,

Federal funds may not be used to sue the Federal government or any other government entity.

2. Federal Employee Prohibition. Federal employees are prohibited directly benefiting from any funds under this Grant.
3. Points of Contacts. Within 10 calendar days of any change, Subrecipient shall notify TDEM of any change in designated of Subrecipient Agents as submitted during the execution of this agreement, and any subsequent changes submitted by Subrecipient. In the event a Subrecipient hires a consultant to assist them with managing its Public Assistance grants, they must be listed on the Designated Subrecipient Agent Form. TDEM will direct all correspondence to the Subrecipient but will cc: the consultant on all email exchanges. The Subrecipient will be responsible for sharing written communications with the consultant. The Subrecipient will remain the primary point of contact and must be included in all decision-making activities.
4. DUNS Number. Subrecipient confirms its Data Universal Numbering Systems (DUNS) Number is accurate and is registered on Sams.gov. The DUNS Number is the nine digit number established and assigned by Dun and Bradstreet, Inc., at 866/705-5711 or http://fedgov.dnb.com/webform
5. Central Contractor Registration and Universal Identifier Requirements. Subrecipient maintains that it has registered on the System for Award Management (SAM) at www.sam.gov or other federally established site for contractor registration, and entered TDEM-required information. Subrecipient shall keep current, and then review and update the information at least annually. Subrecipient shall keep information current in the SAM database until the later of when it submits this Grant's final financial report or receives final Grant award payment. Subrecipient agrees that it shall not make any subaward agreement or contract related to this Grant without first obtaining the vendor/subawardee's mandatory DUNS number. See Section §200.32 of OMB 2 C.F.R.
6. Reporting Total Compensation of Subrecipient Executives. 2 C.F.R. §200.331; see FEMA Information Bulletin 350.
    a. Applicability and what to report: Subrecipient shall report whether Subrecipient received $25 million or more in Federal procurement contracts or financial assistance subject to the Transparency Act per 2 C.F.R. §200.331. Subrecipient shall report whether 80% or more of Subrecipient's annual gross revenues were from Federal procurement contracts or Federal financial assistance. If Subrecipient answers "yes" to both questions, Subrecipient shall report, along with Subrecipient's DUNS number, the names and total compensation (see 17 C.F.R. §229.402(c)(2)) for each of Subrecipient's five most highly compensated executives for the preceding completed fiscal year.
    b. Where and when to report: Subrecipient shall report executive total compensation at www.sam.gov or other federally established replacement site. By signing this Grant, Subrecipient certifies that, if required, Subrecipient's jurisdiction has already registered, entered the required information, and shall keep information in the SAM database current, and update the information at least annually for each year until the later of when the jurisdiction submits its final financial report or receives final payment. Subrecipient agrees that it shall not make any subaward agreement or contract without first obtaining the subawardee's mandatory DUNS number.
7. Debarment and Suspension. Subrecipient shall comply with Executive Order 12549 and 12689, which provide protection against waste, fraud, and abuse by debarring or

suspending those persons deemed irresponsible in their dealings with the Federal government.

8. Direct Deposit. A completed direct deposit form from Subrecipient shall be provided to TDEM, prior to receiving any payments under the provisions of this grant. The direct deposit form is currently available at grants.tdem.texas.gov under Resources/Public Assistance.
9. Property Management and Inventory. Subrecipient shall maintain property/inventory records which, at minimum, shall include a description of the property, a serial number or other identification number, the source of property, who holds title, the acquisition date, the cost of the property, the percentage of Federal participation in the cost of the property, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property Subrecipient shall develop and implement a control system to prevent loss, damage or theft of property and Subrecipient shall investigate and document any loss, damage or theft of property funded under this Grant.
10. Site Visits. DHS/FEMA and/or TDEM, through its authorized representatives, have the right at all reasonable times to make site visits to review project accomplishments and management control systems and to provide such technical assistance as may be required. If any site visit is made by DHS/FEMA on the premises of Subrecipient or a contractor under this Grant, Subrecipient shall provide and shall require its contractors to provide all reasonable facilities and assistance for the safety and convenience of the government representatives in the performance of their duties. All site visits and evaluations shall be performed in such a manner that will not unduly delay the work.

H. **Procurement and Contracting**.

1. Procurements. Subrecipient shall comply with all applicable federal, state, and local laws and requirements, including but not limited to proper competitive solicitation processes where required, for any procurement which utilizes federal funds awarded under this Grant in accordance with 2 C.F.R. 200. 318-326 and Appendix II to Part 200 (A-C) and (E-J)
2. Contract Provisions. All contracts executed using funds awarded under this Grant shall contain the contract provisions listed under 2 C.F.R. 200.326 and Appendix II (A), Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.
3. Procurement activities must follow the most restrictive of Federal, State and Local procurement regulations:
    a. Procurement by micro purchase
    b. Procurement by small purchase
    c. Procurement by sealed bid
    d. Procurement by competitive proposal
    e. Procurement by non-competitive proposal, solely when the award of a contract is unfeasible under the other methods

    The State must be contacted for approval to use a noncompetitive procurement method. Failure to follow eligible procurement methods will result in ineligible costs. Other types of agreements for services must have State approval prior to use or execution. A copy of the local procurement policy must be provided to the State before initial payment.

The **cost plus a percentage of cost** and **percentage of construction** cost methods of contracting **are ineligible**.

Must perform **cost/price analysis** for every procurement action in excess of the Simplified Acquisition Threshold.

Must negotiate profit as a separate element where required.

4. Evidence of non-debarment for vendors must be documented through http://www.sam.gov/portal/public/SAM and http://www.window.state.tx.us/procurement/prog/vendor_performance/debarred/ and submitted for review.
5. Comply with rules related to underutilized businesses (small and minority businesses, women's enterprises and labor surplus firms) at 2 CFR 200.321

I. **Monitoring.** Subrecipient will be monitored periodically by federal, state or local entities, both programmatically and financially, to ensure that project goals, objectives, performance requirements, timelines, milestone completion, budget, and other program-related criteria are met.

TDEM, or its authorized representative, reserves the right to perform periodic desk/office-based and/or on-site monitoring of Subrecipient's compliance with this Grant and of the adequacy and timeliness of Subrecipient's performance pursuant to this Grant. After each monitoring visit, if the monitoring visit reveals deficiencies in Subrecipient's performance under this Grant, a monitoring report will be provided to the Subrecipient and shall include requirements for the timely correction of such deficiencies by Subrecipient. Failure by Subrecipient to take action specified in the monitoring report may be cause for suspension or termination of this Grant pursuant to the Suspension and/or Termination Section herein.

J. **Audit**.

1. Audit of Federal and State Funds. Subrecipient shall arrange for the performance of an annual financial and compliance audit of funds received and performances rendered under this Grant as required by the Single Audit Act (OMB 2 C.F.R. 200.501, formerly A- 133). Subrecipient shall comply, as applicable, with Texas Government Code, Chapter 783, the Uniform Grant Management Standards (UGMS), the State Uniform Administrative Requirements for Grants and Cooperative Agreements.
2. Right to Audit. Subrecipient shall give the United States Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA), the Comptroller General of the United States, the Texas State Auditor, TDEM, or any of their duly authorized representatives, access to and the right to conduct a financial or compliance audit of Grant funds received and performances rendered under this Grant. Subrecipient shall permit TDEM or its authorized representative to audit Subrecipient's records. Subrecipient shall provide any documents, materials or information necessary to facilitate such audit.
3. Subrecipient's Liability for Disallowed Costs. Subrecipient understands and agrees that it shall be liable to TDEM for any costs disallowed pursuant to any financial or compliance audit(s) of these funds. Subrecipient further understands and agrees that reimbursement to TDEM of such disallowed costs shall be paid by Subrecipient

from funds that were not provided or otherwise made available to Subrecipient pursuant to this Grant or any other federal contract.

4. Subrecipient's Facilitation of Audit. Subrecipient shall take such action to facilitate the performance of such audit(s) conducted pursuant to this Section as TDEM may require of Subrecipient. Subrecipient shall ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Subrecipient and the requirement to cooperate is included in any subcontract it awards.
5. State Auditor's Clause. Subrecipient understands that acceptance of funds under this Grant acts as acceptance of the authority of the State Auditor's Office to conduct an audit or investigation in connection with those funds. Subrecipient further agrees to cooperate fully with the State Auditor's Office in the conduct of the audit or investigation, including providing all records requested. Subrecipient shall ensure that this clause concerning the State Auditor's Office's authority to audit funds and the requirement to cooperate fully with the State Auditor's Office is included in any subgrants or subcontracts it awards. Additionally, the State Auditor's Office shall at any time have access to and the rights to examine, audit, excerpt, and transcribe any pertinent books, documents, working papers, and records of Subrecipient relating to this Grant.

K. **Retention and Accessibility of Records**.

1. Retention of Records. Subrecipient shall follow its own internal retention policy, or the state's retention policy, whichever is stricter. At a minimum, the subrecipient shall maintain fiscal records and supporting documentation for all expenditures of this Grant's funds pursuant to the applicable OMB 2 C.F.R. Subpart D – Post Federal Award Requirements, §200.333-337, and this Grant. Subrecipient shall retain these records and any supporting documentation for a minimum of three (3) years from the later of the completion of this project's public objective, submission of the final expenditure report, any litigation, dispute, or audit. Records shall be retained for three (3) years after any real estate or equipment final disposition. The DHS or TDEM may direct Subrecipient to retain documents or to transfer certain records to DHS/FEMA custody when DHS/FEMA determines that the records possess long term retention value.
2. Access to Records. Subrecipient shall give the United States Department of Homeland Security, the Comptroller General of the United States, the Texas State Auditor, TDEM, or any of its duly authorized representatives, access to and the right to examine all books, accounts, records, reports, files, other papers, things or property belonging to or in use by Subrecipient pertaining to this Grant including records concerning the past use of DHS/FEMA funds. Such rights to access shall continue as long as the records are retained by Subrecipient.

L. Changes, Amendments, Suspension or Termination

1. Modification. DHS/FEMA or TDEM may modify this Grant after an award has been made. Once notification has been made in writing, any subsequent request for funds indicates Subrecipient's acceptance of the changes to this Grant. Any alteration, addition, or deletion to this Grant by Subrecipient is not valid.
2. Effect of Changes in Federal and State Laws. Any alterations, additions, or deletions to this Grant that are required by changes in federal and state laws, regulations or policy are automatically incorporated into this Grant without written amendment to this Grant and shall become effective upon the date designated by such law or regulation. In the event DHS/FEMA or TDEM determines that changes are necessary to this Grant after an award has been made, including changes to the period of performance or terms and conditions, Subrecipient shall be notified of the changes in writing. Once notification has

been made, any subsequent request for funds will indicate Subrecipient's acceptance of the changes to this Grant.

3. Suspension. In the event Subrecipient fails to comply with any term of this Grant, TDEM may, upon written notification to Subrecipient, suspend this Grant, in whole or in part, withhold payments to Subrecipient and prohibit Subrecipient from incurring additional obligations of this Grant's funds.
4. Termination. TDEM shall have the right to terminate this Grant, in whole or in part, at any time before the end of the Performance Period, if TDEM determines that Subrecipient has failed to comply with any term of this Grant. TDEM shall provide written notice of the termination and include:
   a. The reason(s) for such termination;
   b. The effective date of such termination; and
   c. In the case of partial termination, the portion of this Grant to be terminated.
   d. Appeal may be made to the Deputy Chief of the Texas Division of Emergency Management - Recovery & Mitigation.

M. **Enforcement**. If Subrecipient materially fails to comply with any term of this Grant, whether stated in a federal or state statute or regulation, an assurance, in a state plan or application, a notice of award, or elsewhere, TDEM or DHS/FEMA may take one or more of the following actions, as appropriate in the circumstances:

1. Increased monitoring of projects and require additional financial and performance reports
2. Require all payments as reimbursements rather than advance payments
3. Temporarily withhold payments pending correction of the deficiency
4. Disallow or deny use of funds and matching credit for all or part of the cost of the activity or action not in compliance;
5. Request DHS/FEMA to wholly or partially de-obligate funding for a project
6. Temporarily withhold cash payments pending correction of the deficiency by subrecipient or more severe enforcement action by TDEM or DHS/FEMA;
7. Withhold further awards for the grant program
8. Take other remedies that may be legally available

In taking an enforcement action, TDEM will provide Subrecipient an opportunity for a hearing, appeal, or other administrative proceeding to which Subrecipient is entitled under any statute or regulation applicable to the action involved.

The costs of Subrecipient resulting from obligations incurred by Subrecipient during a suspension or after termination of this Grant are not allowable unless TDEM or DHS/FEMA expressly authorizes them in the notice of suspension or termination or subsequently.

Other Subrecipient costs during suspension or after termination which are necessary and not reasonably avoidable are allowable if:

- The costs result from obligations which were properly incurred by Subrecipient before the effective date of suspension or termination, are not in anticipation of it, and in the case of a termination, are non-cancellable; and
- The costs would be allowable if this Grant were not suspended or expired normally at the end of the funding period in which the termination takes effects.

The enforcement remedies identified in this section, including suspension and termination, do not preclude Subrecipient from being subject to "Debarment and Suspension" under E.O.

12549. 2 C.F.R., Appendix II to Part 200, (I).

N. **Conflicts of Interest**. The subrecipient will maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts and will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.

O. **Closing of this Grant**. TDEM will close each subaward after receiving all required final documentation from the Subrecipient. If the close out review and reconciliation indicates that Subrecipient is owed additional funds, TDEM will send the final payment automatically to Subrecipient. If Subrecipient did not use all the funds received, TDEM will recover the unused funds.

At the completion and closure of all Subrecipient's projects (subawards), TDEM will request the Subrecipient to Certify the completion of all projects (subawards) in accordance with the grant terms and conditions to state there are no further claims under this subgrant.
The closeout of this Grant does not affect:

1. DHS/FEMA or TDEM's right to disallow costs and recover funds on the basis of a later audit or other review;
2. Subrecipient's obligation to return any funds due as a result of later refunds, corrections, or other transactions;
3. Records retention requirements, property management requirements, and audit requirements, as set forth herein; and
4. Any other provisions of this Grant that impose continuing obligations on Subrecipient or that govern the rights and limitations of the parties to this Grant after the expiration or termination of this Grant.

P. **Notices.** All notices and other communications pertaining to this agreement shall be delivered in electronic format and/or writing and shall be transmitted by fax, e-mail, personal hand-delivery (and receipted for) or deposited in the United States Mail, as certified mail, return receipt requested and postage prepaid, to the other party.

EXHIBIT A

ASSURANCES - NON-CONSTRUCTION PROGRAMS See Standard Form 424B

As the duly authorized representative of Subrecipient, I certify that Subrecipient:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this Grant.

2. Will give the Department of Homeland Security, the Texas Division of Emergency Management, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to this Grant and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.

3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.

4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.

5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).

6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686 and 44 C.F.R. Part 19), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which agreement for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

7. Will comply or has already complied with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction sub-agreements.

10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.

11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190 as amended by 42 U.S.C. 4311 et seq. and Executive Order (EO) 11514) which establishes national policy goals and procedures to protect and enhance the environment, including protection against natural disasters. To comply with NEPA for DHS grant-supported activities, DHS-FEMA requires the environmental aspects to be reviewed and evaluated before final action on the application; (b) notification of violating facilities pursuant to EO 11738;
(c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) comply with the Clean Air Act of 1977, (42 U.S.C. §§7401 et seq. and Executive Order 11738) providing for the protection of and enhancement of the quality of the nation's air resources to promote public health and welfare and for restoring and maintaining the chemical, physical, and biological integrity of the nation's waters; (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93- 205).

12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).

14. Will comply with P.L. 93-348, 45 C.F.R. 46, and DHS Management Directive 026-044 (Directive) regarding the protection of human subjects involved in research, development, and related activities supported by this Grant. "Research" means a systematic investigation, including research, development, testing, and evaluation designed to develop or contribute to general knowledge. See Directive for additional provisions for including humans in the womb, pregnant women, and neonates (Subpart B); prisoners (Subpart C); and children (Subpart D). See also state and local law for research using autopsy materials.

15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) which requires the minimum standards of care and treatment for vertebrate animals bred for commercial sale, used in research, transported commercially, or exhibited to the public according to the Guide for Care and Use of Laboratory Animals and Public Health Service Policy and Government Principals Regarding the Care and Use of Animals.

16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.), which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133 (now OMB 2 C.F.R. 200.500), "Audits of States, Local Governments, and Non-Profit Organizations."

18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, grant guidance, and policies governing this Grant.

EXHIBIT B
ASSURANCES - CONSTRUCTION PROGRAMS See Standard Form 424D

As the duly authorized representative of Subrecipient, I certify that Subrecipient:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of project described in this Grant.
2. Will give the Department of Homeland Security, the Texas Division of Emergency Management, the Comptroller General of the United States and, if appropriate, the State, the right to examine all records, books, papers, or documents related to this Grant and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure nondiscrimination during the useful life of this Grant.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards of merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681 1683, and 1685-1686 and 44 C.F.R. Part 19), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29) U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statue(s) under which agreement for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statue(s) which may apply to the agreement.
11. Will comply or has already complied with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327- 333) regarding labor standards for federally- assisted construction sub-agreements.
14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.
15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) as amended by 42 U.S.C. 4311 et seq. and Executive Order (EO) 11514 which establishes national policy goals and procedures to protect and enhance the environment, including protection against natural disasters; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) comply with the Clean Air Act of 1977, (42 U.S.C. §§7401 et seq. and Executive Order 11738) providing for the protection of and enhancement of the quality of the nation's air resources to promote public health and welfare and for restoring and maintaining the chemical, physical, and biological integrity of the nation's waters; (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq).
18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133 (now OMB 2 C.F.R. 200.500), "Audits of States, Local Governments, and Non-Profit Organizations."
19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, grant guidance and policies governing this Grant.

Exhibit C

Certifications for Grant Agreements

The undersigned, as the authorized official, certifies the following to the best of his/her knowledge and belief.

A. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee or a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee or a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL Disclosure of Lobbying Activities, in accordance with its instructions.

C. The undersigned shall require that the language of this certification prohibiting lobbying be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

D. As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 C.F.R. Part 67, for prospective participants in primary covered transactions, as defined at 28 C.F.R. Part 67, Section 67.510. (Federal Certification), the Subrecipient certifies that it and its principals and vendors:

1. Are not debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency. Subrecipient can access debarment information by going to www.sam.gov and the State Debarred Vendor List at: www.window.state.tx.us/procurement/prog/vendor_performance/debarred.

2. Have not within a three-year period preceding this Grant 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 (Federal, State, or local) 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;

3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (D)(2) of this certification;

4. Have not within a three-year period preceding this Grant had one or more public transactions (Federal, State, or local) terminated for cause or default; or

5. Where Subrecipient is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this Grant. (Federal Certification).

E. Federal funds will be used to supplement existing funds, and will not replace (supplant) funds that have been appropriated for the same purpose. Subrecipient may be required to supply documentation certifying that a reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.

F. Subrecipient will comply with 2 C.F.R. Part 180, Subpart C as a condition of receiving grant funds and Subrecipient will require such compliance in any subgrants or contract at the next tier.

G. Subrecipient will comply with the Drug-free Workplace Act, in Subpart B of 2 C.F.R. Part 3001.

H. Subrecipient is not delinquent on any Federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129 and form SF-424, item number 17 for additional information and guidance.

I. Subrecipient will comply with all applicable requirements of all other federal laws, executive orders, regulations, program and administrative requirements, policies and any other requirements governing this Grant.

J. Subrecipient understands that failure to comply with any of the above assurances may result in suspension, termination or reduction of funds in this Grant.

EXHIBIT D

State of Texas Assurances

As the duly authorized representative of Subrecipient, I certify that Subrecipient:

1. Shall comply with Texas Government Code, Chapter 573, by ensuring that no officer, employee, or member of the Subrecipient's governing body or of the Subrecipient's contractor shall vote or confirm the employment of any person related within the second degree of affinity or the third degree of consanguinity to any member of the governing body or to any other officer or employee authorized to employ or supervise such person. This prohibition shall not prohibit the employment of a person who shall have been continuously employed for a period of two years, or such other period stipulated by local law, prior to the election or appointment of the officer, employee, or governing body member related to such person in the prohibited degree.
2. Shall insure that all information collected, assembled, or maintained by the Subrecipient relative to a project will be available to the public during normal business hours in compliance with Texas Government Code, Chapter 552, unless otherwise expressly prohibited by law.
3. Shall comply with Texas Government Code, Chapter 551, which requires all regular, special, or called meetings of governmental bodies to be open to the public, except as otherwise provided by law or specifically permitted in the Texas Constitution.
4. Shall comply with Section 231.006, Texas Family Code, which prohibits payments to a person who is in arrears on child support payments.
5. Shall not contract with or issue a license, certificate, or permit to the owner, operator, or administrator of a facility if the Subrecipient is a health, human services, public safety, or law enforcement agency and the license, permit, or certificate has been revoked by another health and human services agency or public safety or law enforcement agency.
6. Shall comply with all rules adopted by the Texas Commission on Law Enforcement pursuant to Chapter 1701, Texas Occupations Code, or shall provide the grantor agency with a certification from the Texas Commission on Law Enforcement that the agency is in the process of achieving compliance with such rules if the Subrecipient is a law enforcement agency regulated by Texas Occupations Code, Chapter 1701.
7. Shall follow all assurances. When incorporated into a grant award or contract, standard assurances contained in the application package become terms or conditions for receipt of grant funds. Administering state agencies and subrecipients shall maintain an appropriate contract administration system to ensure that all terms, conditions, and specifications are met. (See UGMS Section _.36 for additional guidance on contract provisions).
8. Shall comply with the Texas Family Code, Section 261.101, which requires reporting of all suspected cases of child abuse to local law enforcement authorities and to the Texas Department of Child Protective and Regulatory Services. Subrecipient shall also ensure that all program personnel are properly trained and aware of this requirement.
9. Shall comply with all federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color, or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps and the Americans with Disabilities Act of 1990 including Titles I, II, and III of the Americans with Disability Act which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities, 44 U.S.C. §§ 12101-12213; (d) the Age Discrimination Act of 1974, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment, and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to this Grant.
10. Shall comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally assisted construction subagreements.
11. Shall comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646), which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Shall comply with the provisions of the Hatch Political Activity Act (5 U.S.C. §§7321-29), which limit the political activity of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. Shall comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act and the Intergovernmental Personnel Act of 1970, as applicable.

14. Shall insure that the facilities under its ownership, lease, or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA (EO 11738).

15. Shall comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234. Section 102(a) requires the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition proposed for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards.

16. Shall comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved state management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1977, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

17. Shall comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

18. Shall assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).

19. Shall comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) which requires the minimum standards of care and treatment for vertebrate animals bred for commercial sale, used in research, transported commercially, or exhibited to the public according to the Guide for Care and Use of Laboratory Animals and Public Health Service Policy and Government Principals Regarding the Care and Use of Animals.

20. Shall comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residential structures.

21. Shall comply with the Pro-Children Act of 1994 (Public Law 103-277), which prohibits smoking within any portion of any indoor facility used for the provision of services for children.

22. Shall comply with all federal tax laws and are solely responsible for filing all required state and federal tax forms.

23. Shall comply with all applicable requirements of all other federal and state laws, executive orders, regulations, and policies governing this program.

24. And its principals are eligible to participate and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state, or local governmental entity and it is not listed on a state or federal government's terrorism watch list as described in Executive Order 13224. Entities ineligible for federal procurement have Exclusions listed at https://www.sam.gov/portal/public/SAM/.

25. Shall adopt and implement applicable provisions of the model HIV/AIDS workplace guidelines of the Texas Department of Health as required by the Texas Health and Safety Code, Ann., Sec. 85.001, et seq.

EXHIBIT E

Environmental Review

As the duly authorized representative of Subrecipient, I certify that Subrecipient:

1. shall assess its federally funded projects for potential impact to environmental resources and historic properties.
2. shall submit any required screening form(s) as soon as possible and shall comply with deadlines established by TDEM. Timelines for the Environmental Planning and Historic Preservation (EHP) review process will vary based upon the complexity of the project and the potential for environmental or historical impact.
3. shall include sufficient review time within its project management plan to comply with EHP requirements. Initiation of any activity prior to completion of FEMA's EHP review will result in a non-compliance finding and TDEM will not authorize or release Grant funds for non-compliant projects.
4. as soon as possible upon receiving this Grant, shall provide information to TDEM to assist with the legally-required EHP review and to ensure compliance with applicable EHP laws and Executive Orders (EO) currently using the FEMA EHP Screening Form OMB Number 1660-0115/FEMA Form 024-0-01 and submitting it, with all supporting documentation, to TDEM for review. These EHP requirements include but are not limited to the National Environmental Policy Act, the National Historic Preservation Act, the Endangered Species Act, EO 11988 – Floodplain Management, EO 11990 – Protection of Wetlands, and EO 12898 – Environmental Justice. Subrecipient shall comply with all Federal, State, and local EHP requirements and shall obtain applicable permits and clearances.
5. shall not undertake any activity from the project that would result in ground disturbance, facility modification, or purchase and use of sonar equipment without the prior approval of FEMA. These include but are not limited to communications towers, physical security enhancements involving ground disturbance, new construction, and modifications to buildings.
6. shall comply with all mitigation or treatment measures required for the project as the result of FEMA's EHP review. Any changes to an approved project description will require re-evaluation for compliance with EHP requirements before the project can proceed.
7. if ground disturbing activities occur during project implementation, Subrecipient shall ensure monitoring of ground disturbance and if any potential archeological resources are discovered, Subrecipient shall immediately cease construction in that area and notify FEMA and the appropriate State Historical Preservation Office.

EXHIBIT F

Additional Grant Conditions

1. Additional damage requiring a new Public Assistance project to be written must be reported within 60 days following the Project Scoping meeting with the State-Federal team (or FEMA process equivalent).

2. All work must be done prior to the approved project completion deadline assigned to each Project (POP). For projects written at 100% complete, documentation must be submitted within 90 days of the Recovery Scoping Meeting (or FEMA process equivalent) or within 90 days of the work completion date (both Hazard Mitigation and Public Assistance), whichever is later, regardless of whether the project has been obligated. Should additional time be required, a time extension request must be submitted which: a.) Identifies the projects requiring an extension. b.) Explains the reason for an extension. c.) Indicates the percentage of work that has been completed. d.) Provides an anticipated completion date. e) Provides detailed milestones documenting expected progress. The reason for an extension must be based on extenuating circumstances or unusual project requirements that are beyond the control of your jurisdiction/organization. **Failure to submit a time extension request 90 days prior to the end of the period of performance may result in reduction or withdrawal of federal funds for approved work.**

3. Any significant change to a project's approved Scope of Work must be reported and approved through TDEM and FEMA before starting the project. Failure to do so will jeopardize grant funding. The Subrecipient shall submit requests for cost overruns requiring additional obligations to TDEM, who will forward to FEMA for review and approval prior to incurring costs. Approval of these requests is not guaranteed and is subject to funding availability. Costs incurred prior to approval of any scope or budget/cost changes may be denied.

4. The Project Completion and Certification Report must be submitted to TDEM within 60 days of all approved work being completed for each project. If any project requires the purchase of insurance as a condition of receiving federal funds, a copy of the current policy must be attached to this report, or Duplication of Benefits form certifying other funds were received to complete the project.

5. A cost overrun appeal on small ($128,900) Public Assistance projects must be reported to the Texas Division of Emergency Management (TDEM) within 60 days of completing the last small project in order to be considered for additional funding.

6. Appeals may be filed on any determination made by FEMA or TDEM. All appeals must be submitted to TDEM within 60 days from receiving written notice of the action you wish to appeal. Should you wish to appeal a determination contained in the project application, the 60 days will start the day the application is signed. Appeals for Alternative Projects will be subject to the terms of the signed agreement for the Alternative Project.

7. Public Assistance program projects will not receive funding until all of the requirements identified in the comments section of the Project Worksheet are met.

8. You may request a payment of funds on projects by initiating a Request for Reimbursement (RFR) in TDEM's Grant Management System (GMS) or an Advance of Funds Request (AFR), and including documentation supporting your request. Small Public Assistance projects are paid upon obligation and will be initiated by TDEM personnel. Payments for open projects must be requested at least quarterly if expenditures have been made in that quarter.

9. Subrecipients will be required to submit quarterly progress reports (QPR) for open large projects and all Hazard Mitigation Grant Program projects using TDEM's GMS. Your assigned Public Assistance and/or Mitigation Coordinator will coordinate the due date for your specific reporting. Reports shall record all

information in an accurate and timely manner for each quarter. Detailed information regarding each item of information required is available on the form in GMS. Public Assistance program small projects are typically exempt from quarterly reporting, however TDEM reserves the right to require QPRs on any smalls requiring a POP extension. The first quarterly report will be due at the end of the first full quarter following the quarter in which the project was obligated. No quarterlies are required for projects that Subrecipient has initiated a closeout request and has provided a certificate of completion. Failure to submit required quarterly reports for two or more quarters can result in withholding or deobligation of funding for Subrecipients until all reports are submitted and up-to-date.

10. Subrecipients expending $750,000 or more in total Federal financial assistance in a fiscal year will be required to provide an audit made in accordance with OMB Uniform Guidance; Cost Principles, Audit, and Administrative Requirements for Federal Awards, Subpart F. A copy of the Single Audit must be submitted to your cognizant State agency or TDEM within nine months of the end of the subrecipient's fiscal year. Consult with your financial officer regarding this requirement. If not required to submit a single audit, a letter must be sent to TDEM certifying to this.

11. Subrecipients will not make any award to any party which is debarred or suspended, or is otherwise excluded from participation in the Federal assistance programs (EO 12549, Debarment and Suspension). Subrecipient must maintain documentation validating review of debarment list of eligible contractors.

12. Subrecipients must keep record of equipment acquired by federal funds for the life cycle of the equipment. A life cycle for most equipment will be three years, but could be longer. If the fair market value of a piece of equipment is valued over $5,000, FEMA will have the right to a portion of proceeds if equipment is sold. If the fair market value of a piece of equipment is less than $5,000, the property can either be retained, sold or designated as surplus with no further obligation to FEMA.

13. TDEM will be using the FEMA Public Assistance Delivery Model to facilitate the writing of project worksheets (Portal). Subrecipient will be responsible for establishing and maintaining an active account in the Portal and to provide and upload timely, all information requested that is needed to write accurate project worksheets. The Portal will provide the Subrecipient visibility of the entire project writing process.

14. TDEM requires the use of its Grant Management System (GMS) for Subrecipient grant management functions. Subrecipient will access GMS to initiate Requests for Reimbursements (RFR), Advance of Funds Requests (AFR), Time Extensions, Scope and Cost change requests, Quarterly Progress Reports, Project Closeouts, Appeals, and other items deemed necessary by TDEM. Requested forms and processes may be adjusted and changed to accommodate GMS processes and requirements. Subrecipient agrees to monitor GMS as necessary to properly manage and complete awarded projects under this agreement.

16.2 CFR 200.210(a)(15), 2 CFR 200.331(a)(1)(xiii) and (a)(4) make reference to indirect cost rates. The Subrecipient may use the negotiated Indirect Cost Rate approved by its cognizant agency, or may use the 10% de minimis rate of modified total direct costs (MTDC) (as per § 200.414) when receiving Management Costs.

EXHIBIT G

Match Certification

Additional Grant Certifications

Subrecipient certifies that it has the ability to meet or exceed the cost share required for all subawards (Projects) and amendments (versions) under this Grant Agreement.

Duplication of Program Statement

Subrecipient certifies there has not been, nor will there be, a duplication of benefits for this project.

Match Certification

Federal Debt Disclosure

Subrecipient certifies that it is not delinquent on any Federal Debt.

For Hazard Mitigation Projects Only:

Maintenance Agreement

Applicant certifies that if there is a Maintenance Agreement needed for this facility copy of that agreement will be provided to TDEM.

Environmental Justice Statement

Federal Executive Order 12898 compliance requirements – If there are any concentrations of low income or minority populations in or near the HMGP project:

1. Applicant certifies that the HMGP project result will not result in a disproportionately high or adverse effect on low income or minority populations.

   OR

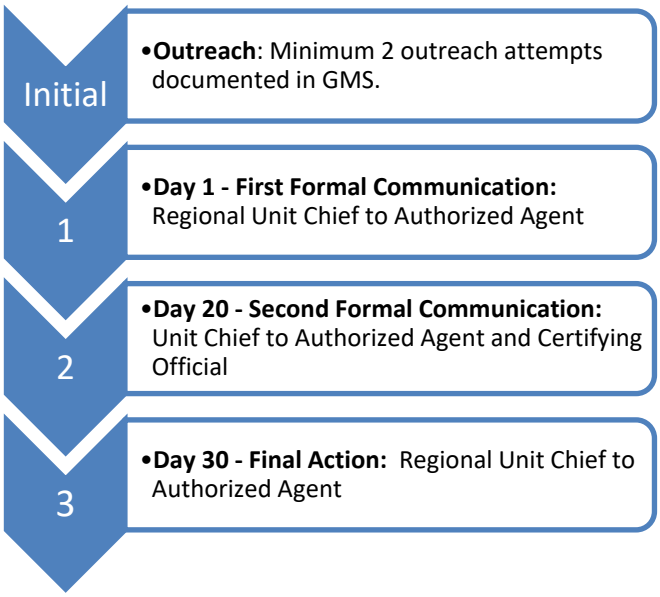
2. Applicant certifies that action will be taken to ensure achievement of environmental justice for low income and minority populations related to this HMGP project.

Formal Request for Information Policy

Timelines for providing complete and accurate information and documentation are crucial to the success of the overall Grant Program and to the timely completion and closure of awarded projects. TDEM has developed a framework to support this endeavor following a progressive series of communications for the subrecipient, referred to as Request for Information (RFI). TDEM will work with subrecipients throughout the Formal RFI process as communication is the key to success.

Scope: This policy will be applied to Public Assistance and Hazard Mitigation projects for management and closeout activities after obligation. This policy will address non-responsive and inadequate responses to request for information. The timelines outlined below represent a single 30-day period, containing three milestones.

Generally, this 30-day RFI Timeline begins after TDEM sufficiently documents communication (minimum of two GMS documented forms of outreach) with the subrecipient that has been escalated up to the Regional Unit Chief regarding the requested documentation. However, nothing limits the ability of TDEM to issue either a First or Second Request.



RFI Timelines

First Formal Communication

The TDEM Regional Unit Chief will issue a read-receipt, high importance email to the subrecipient's Authorized Agent(s) highlighting previous requests and allowing thirty calendar days to provide the requested information.

Second Formal Communication

TDEM staff will issue a formal reminder through a letter signed by the Unit Chief which is then emailed to the subrecipient's Authorized Agent(s) and Certifying Official informing them of the final ten business days remaining to provide the requested information. The Assistant Chief is to be copied on the email for visibility.

Final Action	If the RFI is not sufficiently answered, the Unit Chief will verbally contact the subrecipient's Authorized Agent(s) informing them of TDEM's intent to proceed with deobligation of funds or other remedies deemed appropriate by TDEM. Deobligation requires any previously paid funds to be returned to TDEM within thirty calendar days, per the State Administrative Plan.

GRANT TERMS AND CONDITIONS

Please initial by each Exhibit, acknowledging you have received them, understand them, and agree to abide by them.

_____ Assurances – Non-Construction Programs, hereinafter referred to as “Exhibit A”

_____ Assurances – Construction Programs, hereinafter referred to as “Exhibit B”

_____ Certifications for Grant Agreements, hereinafter referred to as “Exhibit C”

_____ State of Texas Assurances, hereinafter referred to as “Exhibit D”

_____ Environmental Review Certification, hereinafter referred to as “Exhibit E”

_____ Additional Grant Conditions, hereinafter referred to as “Exhibit F”

_____ Additional Grant Certifications, hereinafter referred to as “Exhibit G”

_____ Request for Information and Documentation referred to as “Exhibit H”

Please sign below to acknowledged acceptance of the grant and all exhibits in this agreement, and to abide by all terms and conditions.

_____ _____

Signature of Certifying Official **Date**

_____

Printed Name and Title

Application - Hays County Flood Warning System Expansion 2

Draft

Introduction

Summary Information

Grant: 5420 FY2022 Post Fire

Project Type: Initiative - Warning Systems

Title: Hays County Flood Warning System E

Used to help identify the project. Ex: "St Thomas Bridge Reinforcement".

Applicant Information

Applicant:

Hays County
Location: Hays
Type: County
Mailing: 712 S. Stagecoach Trail, Ste. 1045, San Marcos, TX 78666
Physical: 712 S. Stagecoach Trail, Ste. 1045, San Marcos, TX 78666
FIPS: 209-99209-00
FEIN #: 74-6002241
DUNS #: 097494884
SAM Registration Expiration Date: Jul 15, 2021
SAM Registration Status: Inactive
Congressional District: 21
State Senate District: 21, 25
State Legislative District: 45, 25
Applicant Fiscal Year Ending Month: 09

Is all above information correct and current? Yes

Organization Unit: Hays Co

Used to identify the department submitting the application. Ex. "Public Works"

Contacts

Primary Contact: Simone Corprew - Grant Writer Edit

Organization: Hays County
Email Address: simone.corprew@co.hays.tx.us
Phone: 512-749-1161

Secondary Agent: Ashton Pecina - Grant Writer Edit

Email Address: ashton.pecina@co.hays.tx.us
Phone: 512-749-1162

Primary Finance Contact: Marisol Villarreal-Alonzo - County Audi Edit

Organization: Hays County
Email Address: marisol.alonzo@co.hays.tx.us
Phone: 512-393-2283

Certifying Official: Ruben Becerra - County judge Edit

Organization: Hays County
Email Address: judge.becerra@co.hays.tx.us
Phone: 512-393-2205

Alternate Contacts:

Name	Title	Email	Phone

* indicates a contact whose information may not be current or correct.

Add Alternate Contact

Planning Requirement

For all disasters declared after November 1, 2004, a community must have a FEMA approved Local Hazard Mitigation Plan in order to be eligible for HMGP. Not required for Plan or Plan Update applications.

Does your community have a current FEMA approved multi-hazard mitigation plan? Yes

Title of Applicant/Community Local Hazard Mitigation Plan: Hays Co 2017 HMP

Date of Plan Approval: Feb 1, 2018

Mitigation Plan Page: PDF Pg ´

Page on which the project/activity proposed is listed in the Mitigation Plan.

Mitigation Plan Section: 3

Section in which the project/activity proposed is listed in the Mitigation Plan.

Does the community participate in the National Flood Insurance Program (NFIP)? Yes

Community NFIP Status: Participating Community

Is the community a member of good standing with the NFIP? Yes

Date Established: Jun 16, 1993

NFIP Number (CID): 480321

Project Management:

- (●) The local jurisdiction will manage the project
- ( ) The local jurisdiction plans to hire a consultant/contractor to manage the project
- ( ) Other

Project management involves planning, executing, controlling, and completing the project in order to achieve specific goals and meet specific success criteria at the specified times, while providing updates on the progress and issues

Notes & Comments

There are currently no notes.

Be the first to add one

Hazard Mitigation Grant Program

Application Certification

Grant Program: HMGP CFDA #: 97.039 Grant #: 5420

Applicant: Hays County

Project Type: Initiative - Warning Systems

Project Title: Hays County Flood Warning System Expansion 1

The undersigned assures fulfillment of all requirements of the Hazard Mitigation Grant Program as contained in the program guidelines and that all information contained herein is true and correct to the best of my knowledge.

The governing body of the applicant has duly authorized the document, and hereby applies for the assistance documented in this application.

The applicant understands that the project may proceed ONLY AFTER FEMA APPROVAL is gained.

Ruben Becerra	County judge	512-214-3533
Typed Name of Certifying Official	*Title*	*Telephone Number*

Signature of Certifying Official

Date Signed

OMB Number: 4040-0004
Expiration Date: 12/31/2022

Application for Federal Assistance SF-424

* 1. Type of Submission:
- [ ] Preapplication
- [x] Application
- [ ] Changed/Corrected Application

* 2. Type of Application:
- [x] New
- [ ] Continuation
- [ ] Revision

* If Revision, select appropriate letter(s):

* Other (Specify):

* 3. Date Received:

4. Applicant Identifier:

5a. Federal Entity Identifier:

5b. Federal Award Identifier:

State Use Only:

6. Date Received by State:

7. State Application Identifier:

8. APPLICANT INFORMATION:

* a. Legal Name: Hays County

* b. Employer/Taxpayer Identification Number (EIN/TIN): 74-60022415029

* c. Organizational DUNS: 0974948840000

d. Address:

* Street1: 712 S. Stagecoach Trail

Street2:

* City: San Marcos

County/Parish: Hays

* State: TX: Texas

Province:

* Country: USA: UNITED STATES

* Zip / Postal Code: 78666-5999

e. Organizational Unit:

Department Name:

Division Name:

f. Name and contact information of person to be contacted on matters involving this application:

Prefix:

* First Name: Ruben

Middle Name:

* Last Name: Becerra

Suffix:

Title: County Judge

Organizational Affiliation: Hays County

* Telephone Number: 512-393-2205

Fax Number:

* Email: judge.becerra@co.hays.tx.us

Application for Federal Assistance SF-424

*** 9. Type of Applicant 1: Select Applicant Type:**

B: County Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

*** 10. Name of Federal Agency:**

Department of Homeland Security

11. Catalog of Federal Domestic Assistance Number:

97.039

CFDA Title:

*** 12. Funding Opportunity Number:**

FM5420

* Title:

Post Fire Fiscal Year 2022

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

Add Attachment | Delete Attachment | View Attachment

*** 15. Descriptive Title of Applicant's Project:**

Hays County Flood Warning System

Attach supporting documents as specified in agency instructions.

Add Attachments | Delete Attachments | View Attachments

Application for Federal Assistance SF-424

16. Congressional Districts Of:

* a. Applicant: TX-25 * b. Program/Project: TX-25

Attach an additional list of Program/Project Congressional Districts if needed.

Add Attachment | Delete Attachment | View Attachment

17. Proposed Project:

* a. Start Date: 05/01/2022 * b. End Date: 02/01/2024

18. Estimated Funding ($):

* a. Federal	230,800.35
* b. Applicant	
* c. State	
* d. Local	76,933.45
* e. Other	
* f. Program Income	
* g. TOTAL	307,733.80

*** 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

☐ a. This application was made available to the State under the Executive Order 12372 Process for review on .

☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review.

☒ c. Program is not covered by E.O. 12372.

*** 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**

☐ Yes ☒ No

If "Yes", provide explanation and attach

Add Attachment | Delete Attachment | View Attachment

21. *By signing this application, I certify (1) to the statements contained in the list of certifications and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)**

☒ ** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: * First Name: Ruben

Middle Name:

* Last Name: Becerra

Suffix:

* Title: County Judge

* Telephone Number: 5123932205 Fax Number:

* Email: judge.becerra@co.hays.tx.us

* Signature of Authorized Representative: * Date Signed:

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Date: 09/13/2022

Requested By: T.CRUMLEY

Sponsor: Judge Becerra

Agenda Item:

Authorize the submission of a grant application to the Texas Department of Emergency Management, Hazard Mitigation Grant Program in the amount of $307,733.80. The low water crossings are located at 1 - Creek Road at Onion Creek 2 - Purgatory Road at Purgatory Creek 3 - Darden Hill Road at Jackson Branch 4 - Darden Hill Road at Pier Branch.
BECCERA/T.CRUMLEY

Summary:

If awarded, the County plans to purchase and install additional gauges and cameras at four low water crossings throughout the county to expand upon the existing early warning monitoring system. This would add stream miles to the coverage area of the monitoring system. The low water crossings are located at 1 - Creek Road at Onion Creek 2 - Purgatory Road at Purgatory Creek 3 - Darden Hill Road at Jackson Branch 4 - Darden Hill Road at Pier Branch.
There is a 25% match required for this application.

Fiscal Impact:

Amount Requested: $76,958.45 (25% match)
Line Item Number: N/A

Budget Office:

Source of Funds: TBD
Budget Amendment Required Y/N?: No
Comments: If awarded, the 25% matching funds will need to be budgeted. Funds are available in the FY23 proposed budget for misc. capital projects and may be utilized for this match requirement.

Auditor's Office:

Purchasing Guidelines Followed Y/N?: N/A
G/L Account Validated Y/N?: TBD
New Revenue Y/N?: TBD at Award
Comments:

Attachments

TDEM Application 1
Certification
Terms and Conditions
Funds letter
Form SF-424

Application - Hays County Flood Warning System Expansion 1

Draft

Introduction

Summary Information

Grant: 5420 FY2022 Post Fire

Project Type: Initiative - Warning Systems

Title: Hays County Flood Warning System E

Used to help identify the project. Ex: "St Thomas Bridge Reinforcement".

Applicant Information

Applicant:

Hays County
Location: Hays
Type: County
Mailing: 712 S. Stagecoach Trail, Ste. 1045, San Marcos, TX 78666
Physical: 712 S. Stagecoach Trail, Ste. 1045, San Marcos, TX 78666
FIPS: 209-99209-00
FEIN #: 74-6002241
DUNS #: 097494884
SAM Registration Expiration Date: Jul 15, 2021
SAM Registration Status: Inactive
Congressional District: 21
State Senate District: 21, 25
State Legislative District: 45, 25
Applicant Fiscal Year Ending Month: 09

Is all above information correct and current? Yes

Organization Unit: Hays Co

Used to identify the department submitting the application. Ex. "Public Works"

Contacts

Primary Contact: Simone Corprew - Grant Writer Edit

Organization: Hays County
Email Address: simone.corprew@co.hays.tx.us
Phone: 512-749-1161

Secondary Agent: Ashton Pecina - Grant Writer Edit

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The applicant understands that the project may proceed ONLY AFTER FEMA APPROVAL is gained.

Ruben Becerra	County judge	512-214-3533
Typed Name of Certifying Official	*Title*	*Telephone Number*

Signature of Certifying Official

Date Signed

GRANT TERMS AND CONDITIONS

This Agreement (consisting of these terms and conditions and all exhibits) is made and entered into by and between the Texas Division of Emergency Management (TDEM), an agency of the State of Texas, hereinafter referred to as " TDEM," and the award recipient, _____, hereinafter referred to as the "Subrecipient." Furthermore, TDEM and the Subrecipient are collectively hereinafter referred to as the "Parties." All subawards made under this agreement are subject to the same terms and conditions below.

Subrecipient may not assign or transfer any interest in this award without the express, prior written consent of TDEM and/or DHS/FEMA or other awarding agency.

a. The term Recipient and pass-through entity have the same meaning as "Grantee," as used in governing statutes, regulations, and DHS/FEMA guidance.

b. A Recipient is also a "non-federal entity" for administration purposes.

c. A Subrecipient is also known as a "Subgrantee" as used in governing statutes regulations and DHS/ FEMA guidance.

d. A Subrecipient is also a "non-federal entity" for administration purposes.

e. The "Grant" referred to in this agreement is an awardto the Subrecipient passed through from TDEM to the Subrecipient.

f. Certifying Official will be the Mayor, Judge, or Executive Director authorized to execute these grant terms and conditions, and to submit changes of Subrecipient Agents.

g. Projects and any subsequent versions for those projects accepted by the Subrecipient and subsequently obligated or deobligated by DHS/FEMA are considered subawards to this grant agreement.

h. TDEM uses contractors to administer subawards, both in communication with Subgrantees and the awarding agency. A Subgrantee's point of contact for all awards will be the regional Recovery or Mitigation Coordinator followed by the regional contractor. Subgrantees should update their primary points of contact with every new award in addition to each time a contact may change.

A. **Standard of Performance**. Subrecipient shall perform all activities as approved by TDEM. Any change to a project shall receive prior written approval by TDEM and, if required, by FEMA or other awarding agency. Subrecipient shall perform all activities in accordance with all terms, provisions and requirements set forth in this Grant, including but not limited to the following Exhibits:

1. Assurances – Non-Construction Programs, hereinafter referred to as "Exhibit A"
2. Assurances – Construction Programs, hereinafter referred to as "Exhibit B"
3. Certifications for Grant Agreements, hereinafter referred to as "Exhibit C"
4. State of Texas Assurances, hereinafter referred to as "Exhibit D"
5. Environmental Review Certification, hereinafter referred to as "Exhibit E"
6. Additional Grant Conditions, hereinafter referred to as "Exhibit F"
7. Additional Grant Certifications, hereinafter referred to as "Exhibit G"
8. Request for Information and Documentation referred to as "Exhibit H"

B. **Failure to Perform**. In the event Subrecipient fails to implement and complete the project(s) approved and awarded, or comply with any provision of this Grant, Subrecipient shall be liable to TDEM for an amount not to exceed the award amount of this Grant and may be barred from applying for or receiving additional DHS/FEMA grant program funds

or any other grant program funds administered by TDEM until repayment to TDEM is made and any other compliance or audit finding is satisfactorily resolved, in addition to any other remedy specified in this Grant. Failure to timely implement and complete projects may reduce future funding in additional DHS/FEMA and/or other grant programs administered by TDEM.

C. **Funding Obligations**. TDEM shall not be liable to Subrecipient for any costs incurred by Subrecipient that are not allowable costs.
1. Notwithstanding any other provision of this Grant, the total of all payments and other obligations incurred by TDEM under this Grant shall not exceed the total cumulative award amounts listed on the Subawards (projects and subsequent versions).
2. Subrecipient shall contribute the match funds listed on the subaward.

Subrecipient shall refund to TDEM any sum of these Grant funds that has been determined by TDEM or DHS/FEMA to be an overpayment to Subrecipient or that TDEM determines has not been spent by Subrecipient in accordance with this Grant. No refund payment(s) shall be made from local, state or federal Grant funds unless repayment with Grant funds is specifically permitted by statute or regulation. Subrecipient shall make such refund to TDEM within thirty (30) calendar days after TDEM requests such refund. If the subrecipient is unable to refund the amount due at the time of request, they may request offset funds from other open projects under the same award or request a payment plan. If a subrecipient does not provide the amount requested within 30 calendar days, TDEM will first offset the amount with any available funds within the same award and may pursue other remedies to receive payment in full.

D. **Performance Period**. The performance period for this Grant is listed on the subaward letter for each project. **All projects shall be completed within the performance period AND all reimbursement requests shall be submitted to TDEM within 60 days of the end of the performance period.** Subrecipient shall have expended all Grant funds and submitted reimbursement requests, invoices and any supporting documentation to TDEM within 60 days of the end of the performance period. TDEM shall not be obligated to reimburse expenses incurred after the performance period or submitted after the deadline.

E. **Uniform Administrative Requirements, Cost Principals and Audit Requirements**. Except as specifically modified by law or this Grant, Subrecipient shall administer this Grant through compliance with the most recent version of all applicable laws and regulations, including but not limited to DHS program legislation, Federal awarding agency regulations, and the terms and conditions of this Grant. A non-exclusive list is provided below [not all may apply in every project]:
- Public Law 93-288, as amended (Stafford Act)
- 44 CFR, Emergency Management and Assistance
- Disaster Mitigation Act of 2000
- OMB Regulations 2 CFR, Grant and Agreements
- Executive Order 11988, Floodplain Management
- Executive Order 11990, Protection of Wetlands
- Executive Order 12372, Intergovernmental Review of Programs and Activities
- Executive Order 12549, Debarment and Suspension
- Executive Order 12612, Federalism

- Executive Order 12699, Seismic Design
- Executive Order 12898, Environmental Justice
- Coastal Barrier Resources Act, Public Law 97-348
- Single Audit Act, Public Law 98-502
- Sandy Recovery Improvement Act publications
- Disaster Recovery Reform Act of 201816 U.S.C. § 470, National Historic Preservation Act
- 16 U.S.C. § 1531, Endangered Species Act References
- FEMA program publications, guidance and policies

F. **State Requirements for Grants**. Subrecipient shall comply with all other federal, state, and local laws and regulations applicable to this Grant including but not limited to the laws and the regulations promulgated in Texas Government Code, Chapter 783, Uniform Grant and Contract Management, (UGMS) at:
http://www.window.state.tx.us/procurement/catrad/ugms.pdf
and the program State Administrative Plan, available at:
https://grants.tdem.texas.gov
Subrecipient shall, in addition to the assurances and certifications, comply and require each of its subcontractors employed in the completion of the project to comply with all applicable statutes, regulations, executive orders, OMB circulars, terms and conditions of this Grant and the approved application.

Grant funds may not be awarded to or expended by any entity which performs political polling. This prohibition does not apply to a poll conducted by an academic institution as part of the institution's academic mission that is not conducted for the benefit of a particular candidate or party.

Grant funds may not be expended by a unit of local government unless the following limitations and reporting requirements are satisfied:

1. Texas General Appropriations Act, Art. IX, Parts 2 and 3, except there is no requirement for increased salaries for local government employees;
2. Texas Government Code Sections 556.004, 556.005, and 556.006, which prohibits using any money or vehicle to support the candidacy of any person for office, influencing positively or negatively the payment, loan, or gift to a person or political organization for a political purpose, and using Grant funds to influence the passage or defeat of legislation including not assisting with the funding of a lobbyist, or using Grant funds to pay dues to an organization with a registered lobbyist;
3. Texas Government Code Sections 2113.012 and 2113.101, which prohibits using Grant funds to compensate any employee who uses alcoholic beverages on active duty and Subrecipient may not use Grant funds to purchase an alcoholic beverage and may not pay or reimburse any travel expense for an alcoholic beverage;
4. Texas General Appropriations Act, Art. IX, Section 6.13, which requires Subrecipient to make every effort to attain key performance target levels associated with this Grant, including performance milestones, milestone time frames, and related performance reporting requirements; and
5. General Appropriations Act, Art. IX, Sections 7.01 and 7.02, and Texas Government Code §2102.0091, which requires that this Grant may only be expended if Subrecipient timely completes and files its reports.

G. **Restrictions and General Conditions**.

1. Use of Funds. DHS/FEMA Grant funds may only be used for the purposes set forth in this

Grant, and shall be consistent with the statutory authority for this Grant. Grant funds may not be used for matching funds for other Federal grants/cooperative agreements, lobbying, or intervention in Federal regulatory or adjudicatory proceedings. In addition,

Federal funds may not be used to sue the Federal government or any other government entity.

2. Federal Employee Prohibition. Federal employees are prohibited directly benefiting from any funds under this Grant.
3. Points of Contacts. Within 10 calendar days of any change, Subrecipient shall notify TDEM of any change in designated of Subrecipient Agents as submitted during the execution of this agreement, and any subsequent changes submitted by Subrecipient. In the event a Subrecipient hires a consultant to assist them with managing its Public Assistance grants, they must be listed on the Designated Subrecipient Agent Form. TDEM will direct all correspondence to the Subrecipient but will cc: the consultant on all email exchanges. The Subrecipient will be responsible for sharing written communications with the consultant. The Subrecipient will remain the primary point of contact and must be included in all decision-making activities.
4. DUNS Number. Subrecipient confirms its Data Universal Numbering Systems (DUNS) Number is accurate and is registered on Sams.gov. The DUNS Number is the nine digit number established and assigned by Dun and Bradstreet, Inc., at 866/705-5711 or http://fedgov.dnb.com/webform
5. Central Contractor Registration and Universal Identifier Requirements. Subrecipient maintains that it has registered on the System for Award Management (SAM) at www.sam.gov or other federally established site for contractor registration, and entered TDEM-required information. Subrecipient shall keep current, and then review and update the information at least annually. Subrecipient shall keep information current in the SAM database until the later of when it submits this Grant's final financial report or receives final Grant award payment. Subrecipient agrees that it shall not make any subaward agreement or contract related to this Grant without first obtaining the vendor/subawardee's mandatory DUNS number. See Section §200.32 of OMB 2 C.F.R.
6. Reporting Total Compensation of Subrecipient Executives. 2 C.F.R. §200.331; see FEMA Information Bulletin 350.
    a. Applicability and what to report: Subrecipient shall report whether Subrecipient received $25 million or more in Federal procurement contracts or financial assistance subject to the Transparency Act per 2 C.F.R. §200.331. Subrecipient shall report whether 80% or more of Subrecipient's annual gross revenues were from Federal procurement contracts or Federal financial assistance. If Subrecipient answers "yes" to both questions, Subrecipient shall report, along with Subrecipient's DUNS number, the names and total compensation (see 17 C.F.R. §229.402(c)(2)) for each of Subrecipient's five most highly compensated executives for the preceding completed fiscal year.
    b. Where and when to report: Subrecipient shall report executive total compensation at www.sam.gov or other federally established replacement site. By signing this Grant, Subrecipient certifies that, if required, Subrecipient's jurisdiction has already registered, entered the required information, and shall keep information in the SAM database current, and update the information at least annually for each year until the later of when the jurisdiction submits its final financial report or receives final payment. Subrecipient agrees that it shall not make any subaward agreement or contract without first obtaining the subawardee's mandatory DUNS number.
7. Debarment and Suspension. Subrecipient shall comply with Executive Order 12549 and 12689, which provide protection against waste, fraud, and abuse by debarring or

suspending those persons deemed irresponsible in their dealings with the Federal government.

8. Direct Deposit. A completed direct deposit form from Subrecipient shall be provided to TDEM, prior to receiving any payments under the provisions of this grant. The direct deposit form is currently available at grants.tdem.texas.gov under Resources/Public Assistance.
9. Property Management and Inventory. Subrecipient shall maintain property/inventory records which, at minimum, shall include a description of the property, a serial number or other identification number, the source of property, who holds title, the acquisition date, the cost of the property, the percentage of Federal participation in the cost of the property, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property Subrecipient shall develop and implement a control system to prevent loss, damage or theft of property and Subrecipient shall investigate and document any loss, damage or theft of property funded under this Grant.
10. Site Visits. DHS/FEMA and/or TDEM, through its authorized representatives, have the right at all reasonable times to make site visits to review project accomplishments and management control systems and to provide such technical assistance as may be required. If any site visit is made by DHS/FEMA on the premises of Subrecipient or a contractor under this Grant, Subrecipient shall provide and shall require its contractors to provide all reasonable facilities and assistance for the safety and convenience of the government representatives in the performance of their duties. All site visits and evaluations shall be performed in such a manner that will not unduly delay the work.

H. **Procurement and Contracting**.

1. Procurements. Subrecipient shall comply with all applicable federal, state, and local laws and requirements, including but not limited to proper competitive solicitation processes where required, for any procurement which utilizes federal funds awarded under this Grant in accordance with 2 C.F.R. 200. 318-326 and Appendix II to Part 200 (A-C) and (E-J)
2. Contract Provisions. All contracts executed using funds awarded under this Grant shall contain the contract provisions listed under 2 C.F.R. 200.326 and Appendix II (A), Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.
3. Procurement activities must follow the most restrictive of Federal, State and Local procurement regulations:
    a. Procurement by micro purchase
    b. Procurement by small purchase
    c. Procurement by sealed bid
    d. Procurement by competitive proposal
    e. Procurement by non-competitive proposal, solely when the award of a contract is unfeasible under the other methods

    The State must be contacted for approval to use a noncompetitive procurement method. Failure to follow eligible procurement methods will result in ineligible costs. Other types of agreements for services must have State approval prior to use or execution. A copy of the local procurement policy must be provided to the State before initial payment.

The **cost plus a percentage of cost** and **percentage of construction** cost methods of contracting **are ineligible**.

Must perform **cost/price analysis** for every procurement action in excess of the Simplified Acquisition Threshold.

Must negotiate profit as a separate element where required.

4. Evidence of non-debarment for vendors must be documented through http://www.sam.gov/portal/public/SAM and http://www.window.state.tx.us/procurement/prog/vendor_performance/debarred/ and submitted for review.
5. Comply with rules related to underutilized businesses (small and minority businesses, women's enterprises and labor surplus firms) at 2 CFR 200.321

I. **Monitoring.** Subrecipient will be monitored periodically by federal, state or local entities, both programmatically and financially, to ensure that project goals, objectives, performance requirements, timelines, milestone completion, budget, and other program-related criteria are met.

TDEM, or its authorized representative, reserves the right to perform periodic desk/office-based and/or on-site monitoring of Subrecipient's compliance with this Grant and of the adequacy and timeliness of Subrecipient's performance pursuant to this Grant. After each monitoring visit, if the monitoring visit reveals deficiencies in Subrecipient's performance under this Grant, a monitoring report will be provided to the Subrecipient and shall include requirements for the timely correction of such deficiencies by Subrecipient. Failure by Subrecipient to take action specified in the monitoring report may be cause for suspension or termination of this Grant pursuant to the Suspension and/or Termination Section herein.

J. **Audit**.

1. Audit of Federal and State Funds. Subrecipient shall arrange for the performance of an annual financial and compliance audit of funds received and performances rendered under this Grant as required by the Single Audit Act (OMB 2 C.F.R. 200.501, formerly A- 133). Subrecipient shall comply, as applicable, with Texas Government Code, Chapter 783, the Uniform Grant Management Standards (UGMS), the State Uniform Administrative Requirements for Grants and Cooperative Agreements.
2. Right to Audit. Subrecipient shall give the United States Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA), the Comptroller General of the United States, the Texas State Auditor, TDEM, or any of their duly authorized representatives, access to and the right to conduct a financial or compliance audit of Grant funds received and performances rendered under this Grant. Subrecipient shall permit TDEM or its authorized representative to audit Subrecipient's records. Subrecipient shall provide any documents, materials or information necessary to facilitate such audit.
3. Subrecipient's Liability for Disallowed Costs. Subrecipient understands and agrees that it shall be liable to TDEM for any costs disallowed pursuant to any financial or compliance audit(s) of these funds. Subrecipient further understands and agrees that reimbursement to TDEM of such disallowed costs shall be paid by Subrecipient

from funds that were not provided or otherwise made available to Subrecipient pursuant to this Grant or any other federal contract.

4. Subrecipient's Facilitation of Audit. Subrecipient shall take such action to facilitate the performance of such audit(s) conducted pursuant to this Section as TDEM may require of Subrecipient. Subrecipient shall ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Subrecipient and the requirement to cooperate is included in any subcontract it awards.
5. State Auditor's Clause. Subrecipient understands that acceptance of funds under this Grant acts as acceptance of the authority of the State Auditor's Office to conduct an audit or investigation in connection with those funds. Subrecipient further agrees to cooperate fully with the State Auditor's Office in the conduct of the audit or investigation, including providing all records requested. Subrecipient shall ensure that this clause concerning the State Auditor's Office's authority to audit funds and the requirement to cooperate fully with the State Auditor's Office is included in any subgrants or subcontracts it awards. Additionally, the State Auditor's Office shall at any time have access to and the rights to examine, audit, excerpt, and transcribe any pertinent books, documents, working papers, and records of Subrecipient relating to this Grant.

K. **Retention and Accessibility of Records**.

1. Retention of Records. Subrecipient shall follow its own internal retention policy, or the state's retention policy, whichever is stricter. At a minimum, the subrecipient shall maintain fiscal records and supporting documentation for all expenditures of this Grant's funds pursuant to the applicable OMB 2 C.F.R. Subpart D – Post Federal Award Requirements, §200.333-337, and this Grant. Subrecipient shall retain these records and any supporting documentation for a minimum of three (3) years from the later of the completion of this project's public objective, submission of the final expenditure report, any litigation, dispute, or audit. Records shall be retained for three (3) years after any real estate or equipment final disposition. The DHS or TDEM may direct Subrecipient to retain documents or to transfer certain records to DHS/FEMA custody when DHS/FEMA determines that the records possess long term retention value.
2. Access to Records. Subrecipient shall give the United States Department of Homeland Security, the Comptroller General of the United States, the Texas State Auditor, TDEM, or any of its duly authorized representatives, access to and the right to examine all books, accounts, records, reports, files, other papers, things or property belonging to or in use by Subrecipient pertaining to this Grant including records concerning the past use of DHS/FEMA funds. Such rights to access shall continue as long as the records are retained by Subrecipient.

L. Changes, Amendments, Suspension or Termination

1. Modification. DHS/FEMA or TDEM may modify this Grant after an award has been made. Once notification has been made in writing, any subsequent request for funds indicates Subrecipient's acceptance of the changes to this Grant. Any alteration, addition, or deletion to this Grant by Subrecipient is not valid.
2. Effect of Changes in Federal and State Laws. Any alterations, additions, or deletions to this Grant that are required by changes in federal and state laws, regulations or policy are automatically incorporated into this Grant without written amendment to this Grant and shall become effective upon the date designated by such law or regulation. In the event DHS/FEMA or TDEM determines that changes are necessary to this Grant after an award has been made, including changes to the period of performance or terms and conditions, Subrecipient shall be notified of the changes in writing. Once notification has

been made, any subsequent request for funds will indicate Subrecipient's acceptance of the changes to this Grant.

3. Suspension. In the event Subrecipient fails to comply with any term of this Grant, TDEM may, upon written notification to Subrecipient, suspend this Grant, in whole or in part, withhold payments to Subrecipient and prohibit Subrecipient from incurring additional obligations of this Grant's funds.
4. Termination. TDEM shall have the right to terminate this Grant, in whole or in part, at any time before the end of the Performance Period, if TDEM determines that Subrecipient has failed to comply with any term of this Grant. TDEM shall provide written notice of the termination and include:
   a. The reason(s) for such termination;
   b. The effective date of such termination; and
   c. In the case of partial termination, the portion of this Grant to be terminated.
   d. Appeal may be made to the Deputy Chief of the Texas Division of Emergency Management - Recovery & Mitigation.

M. **Enforcement**. If Subrecipient materially fails to comply with any term of this Grant, whether stated in a federal or state statute or regulation, an assurance, in a state plan or application, a notice of award, or elsewhere, TDEM or DHS/FEMA may take one or more of the following actions, as appropriate in the circumstances:

1. Increased monitoring of projects and require additional financial and performance reports
2. Require all payments as reimbursements rather than advance payments
3. Temporarily withhold payments pending correction of the deficiency
4. Disallow or deny use of funds and matching credit for all or part of the cost of the activity or action not in compliance;
5. Request DHS/FEMA to wholly or partially de-obligate funding for a project
6. Temporarily withhold cash payments pending correction of the deficiency by subrecipient or more severe enforcement action by TDEM or DHS/FEMA;
7. Withhold further awards for the grant program
8. Take other remedies that may be legally available

In taking an enforcement action, TDEM will provide Subrecipient an opportunity for a hearing, appeal, or other administrative proceeding to which Subrecipient is entitled under any statute or regulation applicable to the action involved.

The costs of Subrecipient resulting from obligations incurred by Subrecipient during a suspension or after termination of this Grant are not allowable unless TDEM or DHS/FEMA expressly authorizes them in the notice of suspension or termination or subsequently.

Other Subrecipient costs during suspension or after termination which are necessary and not reasonably avoidable are allowable if:

- The costs result from obligations which were properly incurred by Subrecipient before the effective date of suspension or termination, are not in anticipation of it, and in the case of a termination, are non-cancellable; and
- The costs would be allowable if this Grant were not suspended or expired normally at the end of the funding period in which the termination takes effects.

The enforcement remedies identified in this section, including suspension and termination, do not preclude Subrecipient from being subject to "Debarment and Suspension" under E.O.

12549. 2 C.F.R., Appendix II to Part 200, (I).

N. **Conflicts of Interest**. The subrecipient will maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts and will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.

O. **Closing of this Grant**. TDEM will close each subaward after receiving all required final documentation from the Subrecipient. If the close out review and reconciliation indicates that Subrecipient is owed additional funds, TDEM will send the final payment automatically to Subrecipient. If Subrecipient did not use all the funds received, TDEM will recover the unused funds.

At the completion and closure of all Subrecipient's projects (subawards), TDEM will request the Subrecipient to Certify the completion of all projects (subawards) in accordance with the grant terms and conditions to state there are no further claims under this subgrant.
The closeout of this Grant does not affect:

1. DHS/FEMA or TDEM's right to disallow costs and recover funds on the basis of a later audit or other review;
2. Subrecipient's obligation to return any funds due as a result of later refunds, corrections, or other transactions;
3. Records retention requirements, property management requirements, and audit requirements, as set forth herein; and
4. Any other provisions of this Grant that impose continuing obligations on Subrecipient or that govern the rights and limitations of the parties to this Grant after the expiration or termination of this Grant.

P. **Notices.** All notices and other communications pertaining to this agreement shall be delivered in electronic format and/or writing and shall be transmitted by fax, e-mail, personal hand-delivery (and receipted for) or deposited in the United States Mail, as certified mail, return receipt requested and postage prepaid, to the other party.

EXHIBIT A

ASSURANCES - NON-CONSTRUCTION PROGRAMS See Standard Form 424B

As the duly authorized representative of Subrecipient, I certify that Subrecipient:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this Grant.

2. Will give the Department of Homeland Security, the Texas Division of Emergency Management, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to this Grant and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.

3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.

4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.

5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).

6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686 and 44 C.F.R. Part 19), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which agreement for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

7. Will comply or has already complied with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction sub-agreements.

10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.

11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190 as amended by 42 U.S.C. 4311 et seq. and Executive Order (EO) 11514) which establishes national policy goals and procedures to protect and enhance the environment, including protection against natural disasters. To comply with NEPA for DHS grant-supported activities, DHS-FEMA requires the environmental aspects to be reviewed and evaluated before final action on the application; (b) notification of violating facilities pursuant to EO 11738;
(c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) comply with the Clean Air Act of 1977, (42 U.S.C. §§7401 et seq. and Executive Order 11738) providing for the protection of and enhancement of the quality of the nation's air resources to promote public health and welfare and for restoring and maintaining the chemical, physical, and biological integrity of the nation's waters; (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93- 205).

12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).

14. Will comply with P.L. 93-348, 45 C.F.R. 46, and DHS Management Directive 026-044 (Directive) regarding the protection of human subjects involved in research, development, and related activities supported by this Grant. "Research" means a systematic investigation, including research, development, testing, and evaluation designed to develop or contribute to general knowledge. See Directive for additional provisions for including humans in the womb, pregnant women, and neonates (Subpart B); prisoners (Subpart C); and children (Subpart D). See also state and local law for research using autopsy materials.

15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) which requires the minimum standards of care and treatment for vertebrate animals bred for commercial sale, used in research, transported commercially, or exhibited to the public according to the Guide for Care and Use of Laboratory Animals and Public Health Service Policy and Government Principals Regarding the Care and Use of Animals.

16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.), which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133 (now OMB 2 C.F.R. 200.500), "Audits of States, Local Governments, and Non-Profit Organizations."

18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, grant guidance, and policies governing this Grant.

EXHIBIT B
ASSURANCES - CONSTRUCTION PROGRAMS See Standard Form 424D

As the duly authorized representative of Subrecipient, I certify that Subrecipient:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of project described in this Grant.
2. Will give the Department of Homeland Security, the Texas Division of Emergency Management, the Comptroller General of the United States and, if appropriate, the State, the right to examine all records, books, papers, or documents related to this Grant and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure nondiscrimination during the useful life of this Grant.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards of merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681 1683, and 1685-1686 and 44 C.F.R. Part 19), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29) U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statue(s) under which agreement for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statue(s) which may apply to the agreement.
11. Will comply or has already complied with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327- 333) regarding labor standards for federally- assisted construction sub-agreements.
14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.
15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) as amended by 42 U.S.C. 4311 et seq. and Executive Order (EO) 11514 which establishes national policy goals and procedures to protect and enhance the environment, including protection against natural disasters; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) comply with the Clean Air Act of 1977, (42 U.S.C. §§7401 et seq. and Executive Order 11738) providing for the protection of and enhancement of the quality of the nation's air resources to promote public health and welfare and for restoring and maintaining the chemical, physical, and biological integrity of the nation's waters; (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq).
18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133 (now OMB 2 C.F.R. 200.500), "Audits of States, Local Governments, and Non-Profit Organizations."
19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, grant guidance and policies governing this Grant.

Exhibit C

Certifications for Grant Agreements

The undersigned, as the authorized official, certifies the following to the best of his/her knowledge and belief.

A. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee or a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee or a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL Disclosure of Lobbying Activities, in accordance with its instructions.

C. The undersigned shall require that the language of this certification prohibiting lobbying be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

D. As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 C.F.R. Part 67, for prospective participants in primary covered transactions, as defined at 28 C.F.R. Part 67, Section 67.510. (Federal Certification), the Subrecipient certifies that it and its principals and vendors:

1. Are not debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency. Subrecipient can access debarment information by going to www.sam.gov and the State Debarred Vendor List at: www.window.state.tx.us/procurement/prog/vendor_performance/debarred.

2. Have not within a three-year period preceding this Grant 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 (Federal, State, or local) 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;

3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (D)(2) of this certification;

4. Have not within a three-year period preceding this Grant had one or more public transactions (Federal, State, or local) terminated for cause or default; or

5. Where Subrecipient is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this Grant. (Federal Certification).

E. Federal funds will be used to supplement existing funds, and will not replace (supplant) funds that have been appropriated for the same purpose. Subrecipient may be required to supply documentation certifying that a reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.

F. Subrecipient will comply with 2 C.F.R. Part 180, Subpart C as a condition of receiving grant funds and Subrecipient will require such compliance in any subgrants or contract at the next tier.

G. Subrecipient will comply with the Drug-free Workplace Act, in Subpart B of 2 C.F.R. Part 3001.

H. Subrecipient is not delinquent on any Federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129 and form SF-424, item number 17 for additional information and guidance.

I. Subrecipient will comply with all applicable requirements of all other federal laws, executive orders, regulations, program and administrative requirements, policies and any other requirements governing this Grant.

J. Subrecipient understands that failure to comply with any of the above assurances may result in suspension, termination or reduction of funds in this Grant.

EXHIBIT D

State of Texas Assurances

As the duly authorized representative of Subrecipient, I certify that Subrecipient:

1. Shall comply with Texas Government Code, Chapter 573, by ensuring that no officer, employee, or member of the Subrecipient's governing body or of the Subrecipient's contractor shall vote or confirm the employment of any person related within the second degree of affinity or the third degree of consanguinity to any member of the governing body or to any other officer or employee authorized to employ or supervise such person. This prohibition shall not prohibit the employment of a person who shall have been continuously employed for a period of two years, or such other period stipulated by local law, prior to the election or appointment of the officer, employee, or governing body member related to such person in the prohibited degree.
2. Shall insure that all information collected, assembled, or maintained by the Subrecipient relative to a project will be available to the public during normal business hours in compliance with Texas Government Code, Chapter 552, unless otherwise expressly prohibited by law.
3. Shall comply with Texas Government Code, Chapter 551, which requires all regular, special, or called meetings of governmental bodies to be open to the public, except as otherwise provided by law or specifically permitted in the Texas Constitution.
4. Shall comply with Section 231.006, Texas Family Code, which prohibits payments to a person who is in arrears on child support payments.
5. Shall not contract with or issue a license, certificate, or permit to the owner, operator, or administrator of a facility if the Subrecipient is a health, human services, public safety, or law enforcement agency and the license, permit, or certificate has been revoked by another health and human services agency or public safety or law enforcement agency.
6. Shall comply with all rules adopted by the Texas Commission on Law Enforcement pursuant to Chapter 1701, Texas Occupations Code, or shall provide the grantor agency with a certification from the Texas Commission on Law Enforcement that the agency is in the process of achieving compliance with such rules if the Subrecipient is a law enforcement agency regulated by Texas Occupations Code, Chapter 1701.
7. Shall follow all assurances. When incorporated into a grant award or contract, standard assurances contained in the application package become terms or conditions for receipt of grant funds. Administering state agencies and subrecipients shall maintain an appropriate contract administration system to ensure that all terms, conditions, and specifications are met. (See UGMS Section _.36 for additional guidance on contract provisions).
8. Shall comply with the Texas Family Code, Section 261.101, which requires reporting of all suspected cases of child abuse to local law enforcement authorities and to the Texas Department of Child Protective and Regulatory Services. Subrecipient shall also ensure that all program personnel are properly trained and aware of this requirement.
9. Shall comply with all federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color, or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps and the Americans with Disabilities Act of 1990 including Titles I, II, and III of the Americans with Disability Act which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities, 44 U.S.C. §§ 12101-12213; (d) the Age Discrimination Act of 1974, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment, and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to this Grant.
10. Shall comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally assisted construction subagreements.
11. Shall comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646), which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Shall comply with the provisions of the Hatch Political Activity Act (5 U.S.C. §§7321-29), which limit the political activity of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. Shall comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act and the Intergovernmental Personnel Act of 1970, as applicable.

14. Shall insure that the facilities under its ownership, lease, or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA (EO 11738).

15. Shall comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234. Section 102(a) requires the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition proposed for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards.

16. Shall comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved state management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1977, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

17. Shall comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

18. Shall assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).

19. Shall comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) which requires the minimum standards of care and treatment for vertebrate animals bred for commercial sale, used in research, transported commercially, or exhibited to the public according to the Guide for Care and Use of Laboratory Animals and Public Health Service Policy and Government Principals Regarding the Care and Use of Animals.

20. Shall comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residential structures.

21. Shall comply with the Pro-Children Act of 1994 (Public Law 103-277), which prohibits smoking within any portion of any indoor facility used for the provision of services for children.

22. Shall comply with all federal tax laws and are solely responsible for filing all required state and federal tax forms.

23. Shall comply with all applicable requirements of all other federal and state laws, executive orders, regulations, and policies governing this program.

24. And its principals are eligible to participate and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state, or local governmental entity and it is not listed on a state or federal government's terrorism watch list as described in Executive Order 13224. Entities ineligible for federal procurement have Exclusions listed at https://www.sam.gov/portal/public/SAM/.

25. Shall adopt and implement applicable provisions of the model HIV/AIDS workplace guidelines of the Texas Department of Health as required by the Texas Health and Safety Code, Ann., Sec. 85.001, et seq.

EXHIBIT E

Environmental Review

As the duly authorized representative of Subrecipient, I certify that Subrecipient:

1. shall assess its federally funded projects for potential impact to environmental resources and historic properties.
2. shall submit any required screening form(s) as soon as possible and shall comply with deadlines established by TDEM. Timelines for the Environmental Planning and Historic Preservation (EHP) review process will vary based upon the complexity of the project and the potential for environmental or historical impact.
3. shall include sufficient review time within its project management plan to comply with EHP requirements. Initiation of any activity prior to completion of FEMA's EHP review will result in a non-compliance finding and TDEM will not authorize or release Grant funds for non-compliant projects.
4. as soon as possible upon receiving this Grant, shall provide information to TDEM to assist with the legally-required EHP review and to ensure compliance with applicable EHP laws and Executive Orders (EO) currently using the FEMA EHP Screening Form OMB Number 1660-0115/FEMA Form 024-0-01 and submitting it, with all supporting documentation, to TDEM for review. These EHP requirements include but are not limited to the National Environmental Policy Act, the National Historic Preservation Act, the Endangered Species Act, EO 11988 – Floodplain Management, EO 11990 – Protection of Wetlands, and EO 12898 – Environmental Justice. Subrecipient shall comply with all Federal, State, and local EHP requirements and shall obtain applicable permits and clearances.
5. shall not undertake any activity from the project that would result in ground disturbance, facility modification, or purchase and use of sonar equipment without the prior approval of FEMA. These include but are not limited to communications towers, physical security enhancements involving ground disturbance, new construction, and modifications to buildings.
6. shall comply with all mitigation or treatment measures required for the project as the result of FEMA's EHP review. Any changes to an approved project description will require re-evaluation for compliance with EHP requirements before the project can proceed.
7. if ground disturbing activities occur during project implementation, Subrecipient shall ensure monitoring of ground disturbance and if any potential archeological resources are discovered, Subrecipient shall immediately cease construction in that area and notify FEMA and the appropriate State Historical Preservation Office.

EXHIBIT F

Additional Grant Conditions

1. Additional damage requiring a new Public Assistance project to be written must be reported within 60 days following the Project Scoping meeting with the State-Federal team (or FEMA process equivalent).

2. All work must be done prior to the approved project completion deadline assigned to each Project (POP). For projects written at 100% complete, documentation must be submitted within 90 days of the Recovery Scoping Meeting (or FEMA process equivalent) or within 90 days of the work completion date (both Hazard Mitigation and Public Assistance), whichever is later, regardless of whether the project has been obligated. Should additional time be required, a time extension request must be submitted which: a.) Identifies the projects requiring an extension. b.) Explains the reason for an extension. c.) Indicates the percentage of work that has been completed. d.) Provides an anticipated completion date. e) Provides detailed milestones documenting expected progress. The reason for an extension must be based on extenuating circumstances or unusual project requirements that are beyond the control of your jurisdiction/organization. **Failure to submit a time extension request 90 days prior to the end of the period of performance may result in reduction or withdrawal of federal funds for approved work.**

3. Any significant change to a project's approved Scope of Work must be reported and approved through TDEM and FEMA before starting the project. Failure to do so will jeopardize grant funding. The Subrecipient shall submit requests for cost overruns requiring additional obligations to TDEM, who will forward to FEMA for review and approval prior to incurring costs. Approval of these requests is not guaranteed and is subject to funding availability. Costs incurred prior to approval of any scope or budget/cost changes may be denied.

4. The Project Completion and Certification Report must be submitted to TDEM within 60 days of all approved work being completed for each project. If any project requires the purchase of insurance as a condition of receiving federal funds, a copy of the current policy must be attached to this report, or Duplication of Benefits form certifying other funds were received to complete the project.

5. A cost overrun appeal on small ($128,900) Public Assistance projects must be reported to the Texas Division of Emergency Management (TDEM) within 60 days of completing the last small project in order to be considered for additional funding.

6. Appeals may be filed on any determination made by FEMA or TDEM. All appeals must be submitted to TDEM within 60 days from receiving written notice of the action you wish to appeal. Should you wish to appeal a determination contained in the project application, the 60 days will start the day the application is signed. Appeals for Alternative Projects will be subject to the terms of the signed agreement for the Alternative Project.

7. Public Assistance program projects will not receive funding until all of the requirements identified in the comments section of the Project Worksheet are met.

8. You may request a payment of funds on projects by initiating a Request for Reimbursement (RFR) in TDEM's Grant Management System (GMS) or an Advance of Funds Request (AFR), and including documentation supporting your request. Small Public Assistance projects are paid upon obligation and will be initiated by TDEM personnel. Payments for open projects must be requested at least quarterly if expenditures have been made in that quarter.

9. Subrecipients will be required to submit quarterly progress reports (QPR) for open large projects and all Hazard Mitigation Grant Program projects using TDEM's GMS. Your assigned Public Assistance and/or Mitigation Coordinator will coordinate the due date for your specific reporting. Reports shall record all

information in an accurate and timely manner for each quarter. Detailed information regarding each item of information required is available on the form in GMS. Public Assistance program small projects are typically exempt from quarterly reporting, however TDEM reserves the right to require QPRs on any smalls requiring a POP extension. The first quarterly report will be due at the end of the first full quarter following the quarter in which the project was obligated. No quarterlies are required for projects that Subrecipient has initiated a closeout request and has provided a certificate of completion. Failure to submit required quarterly reports for two or more quarters can result in withholding or deobligation of funding for Subrecipients until all reports are submitted and up-to-date.

10. Subrecipients expending $750,000 or more in total Federal financial assistance in a fiscal year will be required to provide an audit made in accordance with OMB Uniform Guidance; Cost Principles, Audit, and Administrative Requirements for Federal Awards, Subpart F. A copy of the Single Audit must be submitted to your cognizant State agency or TDEM within nine months of the end of the subrecipient's fiscal year. Consult with your financial officer regarding this requirement. If not required to submit a single audit, a letter must be sent to TDEM certifying to this.

11. Subrecipients will not make any award to any party which is debarred or suspended, or is otherwise excluded from participation in the Federal assistance programs (EO 12549, Debarment and Suspension). Subrecipient must maintain documentation validating review of debarment list of eligible contractors.

12. Subrecipients must keep record of equipment acquired by federal funds for the life cycle of the equipment. A life cycle for most equipment will be three years, but could be longer. If the fair market value of a piece of equipment is valued over $5,000, FEMA will have the right to a portion of proceeds if equipment is sold. If the fair market value of a piece of equipment is less than $5,000, the property can either be retained, sold or designated as surplus with no further obligation to FEMA.

13. TDEM will be using the FEMA Public Assistance Delivery Model to facilitate the writing of project worksheets (Portal). Subrecipient will be responsible for establishing and maintaining an active account in the Portal and to provide and upload timely, all information requested that is needed to write accurate project worksheets. The Portal will provide the Subrecipient visibility of the entire project writing process.

14. TDEM requires the use of its Grant Management System (GMS) for Subrecipient grant management functions. Subrecipient will access GMS to initiate Requests for Reimbursements (RFR), Advance of Funds Requests (AFR), Time Extensions, Scope and Cost change requests, Quarterly Progress Reports, Project Closeouts, Appeals, and other items deemed necessary by TDEM. Requested forms and processes may be adjusted and changed to accommodate GMS processes and requirements. Subrecipient agrees to monitor GMS as necessary to properly manage and complete awarded projects under this agreement.

16.2 CFR 200.210(a)(15), 2 CFR 200.331(a)(1)(xiii) and (a)(4) make reference to indirect cost rates. The Subrecipient may use the negotiated Indirect Cost Rate approved by its cognizant agency, or may use the 10% de minimis rate of modified total direct costs (MTDC) (as per § 200.414) when receiving Management Costs.

EXHIBIT G

Match Certification

Additional Grant Certifications

Subrecipient certifies that it has the ability to meet or exceed the cost share required for all subawards (Projects) and amendments (versions) under this Grant Agreement.

Duplication of Program Statement

Subrecipient certifies there has not been, nor will there be, a duplication of benefits for this project.

Match Certification

Federal Debt Disclosure

Subrecipient certifies that it is not delinquent on any Federal Debt.

For Hazard Mitigation Projects Only:

Maintenance Agreement

Applicant certifies that if there is a Maintenance Agreement needed for this facility copy of that agreement will be provided to TDEM.

Environmental Justice Statement

Federal Executive Order 12898 compliance requirements – If there are any concentrations of low income or minority populations in or near the HMGP project:

1. Applicant certifies that the HMGP project result will not result in a disproportionately high or adverse effect on low income or minority populations.

   OR

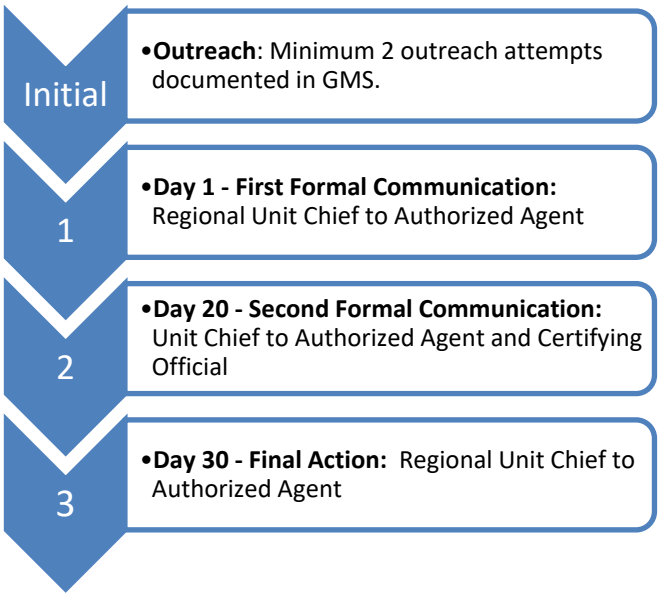
2. Applicant certifies that action will be taken to ensure achievement of environmental justice for low income and minority populations related to this HMGP project.

Formal Request for Information Policy

Timelines for providing complete and accurate information and documentation are crucial to the success of the overall Grant Program and to the timely completion and closure of awarded projects. TDEM has developed a framework to support this endeavor following a progressive series of communications for the subrecipient, referred to as Request for Information (RFI). TDEM will work with subrecipients throughout the Formal RFI process as communication is the key to success.

Scope: This policy will be applied to Public Assistance and Hazard Mitigation projects for management and closeout activities after obligation. This policy will address non-responsive and inadequate responses to request for information. The timelines outlined below represent a single 30-day period, containing three milestones.

Generally, this 30-day RFI Timeline begins after TDEM sufficiently documents communication (minimum of two GMS documented forms of outreach) with the subrecipient that has been escalated up to the Regional Unit Chief regarding the requested documentation. However, nothing limits the ability of TDEM to issue either a First or Second Request.



RFI Timelines

First Formal Communication

The TDEM Regional Unit Chief will issue a read-receipt, high importance email to the subrecipient's Authorized Agent(s) highlighting previous requests and allowing thirty calendar days to provide the requested information.

Second Formal Communication

TDEM staff will issue a formal reminder through a letter signed by the Unit Chief which is then emailed to the subrecipient's Authorized Agent(s) and Certifying Official informing them of the final ten business days remaining to provide the requested information. The Assistant Chief is to be copied on the email for visibility.

Final Action	If the RFI is not sufficiently answered, the Unit Chief will verbally contact the subrecipient's Authorized Agent(s) informing them of TDEM's intent to proceed with deobligation of funds or other remedies deemed appropriate by TDEM. Deobligation requires any previously paid funds to be returned to TDEM within thirty calendar days, per the State Administrative Plan.

GRANT TERMS AND CONDITIONS

Please initial by each Exhibit, acknowledging you have received them, understand them, and agree to abide by them.

_____ Assurances – Non-Construction Programs, hereinafter referred to as “Exhibit A”

_____ Assurances – Construction Programs, hereinafter referred to as “Exhibit B”

_____ Certifications for Grant Agreements, hereinafter referred to as “Exhibit C”

_____ State of Texas Assurances, hereinafter referred to as “Exhibit D”

_____ Environmental Review Certification, hereinafter referred to as “Exhibit E”

_____ Additional Grant Conditions, hereinafter referred to as “Exhibit F”

_____ Additional Grant Certifications, hereinafter referred to as “Exhibit G”

_____ Request for Information and Documentation referred to as “Exhibit H”

Please sign below to acknowledged acceptance of the grant and all exhibits in this agreement, and to abide by all terms and conditions.

_____ _____

Signature of Certifying Official **Date**

_____

Printed Name and Title

Hays County Letter Head or Seal

August 31, 2022

Texas Department of Emergency Management
1033 La Posada Dr.
Suite 300
Austin, Texas 78752-3824

To Whom it May Concern,

Hays County is seeking funding through the Hazard Mitigation Grant Program to expand the early flood warning system in the county. It is recognized that this program involved both federal and local funding with a 75% federal share and a required local match of 25%.

The Hays County Commissioners' Court is committing $76,933.45 towards the expansion of the flood warning system in Hays County. By enhancing low water crossings, Creek Road at Onion Creek, Purgatory Road at Purgatory Creek, Darden Hill Road at Jackson Branch, Darden Hill Road at Pier Branch. These funds will be used as the required 25% match for the project. The Hays County Commissioners Court fully supports the expansion of the early flood warning system and recognizes the importance of this system.

Thank you for your attention to this matter.

Sincerely,

_____

Ruben Becerra
County Judge

OMB Number: 4040-0004
Expiration Date: 12/31/2022

Application for Federal Assistance SF-424

* 1. Type of Submission:
- [ ] Preapplication
- [x] Application
- [ ] Changed/Corrected Application

* 2. Type of Application:
- [x] New
- [ ] Continuation
- [ ] Revision

* If Revision, select appropriate letter(s):

* Other (Specify):

* 3. Date Received:

4. Applicant Identifier:

5a. Federal Entity Identifier:

5b. Federal Award Identifier:

State Use Only:

6. Date Received by State:

7. State Application Identifier:

8. APPLICANT INFORMATION:

* a. Legal Name: Hays County

* b. Employer/Taxpayer Identification Number (EIN/TIN): 74-60022415029

* c. Organizational DUNS: 0974948840000

d. Address:

* Street1: 712 S. Stagecoach Trail

Street2:

* City: San Marcos

County/Parish: Hays

* State: TX: Texas

Province:

* Country: USA: UNITED STATES

* Zip / Postal Code: 78666-5999

e. Organizational Unit:

Department Name:

Division Name:

f. Name and contact information of person to be contacted on matters involving this application:

Prefix:

* First Name: Ruben

Middle Name:

* Last Name: Becerra

Suffix:

Title: County Judge

Organizational Affiliation: Hays County

* Telephone Number: 512-393-2205

Fax Number:

* Email: judge.becerra@co.hays.tx.us

Application for Federal Assistance SF-424

*** 9. Type of Applicant 1: Select Applicant Type:**

B: County Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

*** 10. Name of Federal Agency:**

Department of Homeland Security

11. Catalog of Federal Domestic Assistance Number:

97.039

CFDA Title:

*** 12. Funding Opportunity Number:**

FM5420

* Title:

Post Fire Fiscal Year 2022

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

Add Attachment | Delete Attachment | View Attachment

*** 15. Descriptive Title of Applicant's Project:**

Hays County Flood Warning System

Attach supporting documents as specified in agency instructions.

Add Attachments | Delete Attachments | View Attachments

Application for Federal Assistance SF-424

16. Congressional Districts Of:

* a. Applicant: TX-25 * b. Program/Project: TX-25

Attach an additional list of Program/Project Congressional Districts if needed.

Add Attachment | Delete Attachment | View Attachment

17. Proposed Project:

* a. Start Date: 05/01/2022 * b. End Date: 02/01/2024

18. Estimated Funding ($):

* a. Federal	230,800.35
* b. Applicant	
* c. State	
* d. Local	76,933.45
* e. Other	
* f. Program Income	
* g. TOTAL	307,733.80

*** 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

☐ a. This application was made available to the State under the Executive Order 12372 Process for review on .

☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review.

☒ c. Program is not covered by E.O. 12372.

*** 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**

☐ Yes ☒ No

If "Yes", provide explanation and attach

Add Attachment | Delete Attachment | View Attachment

21. *By signing this application, I certify (1) to the statements contained in the list of certifications and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)**

☒ ** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: * First Name: Ruben

Middle Name:

* Last Name: Becerra

Suffix:

* Title: County Judge

* Telephone Number: 5123932205 Fax Number:

* Email: judge.becerra@co.hays.tx.us

* Signature of Authorized Representative: * Date Signed:

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Date: 09/13/2022

Requested By: Jennifer Anderson
Sponsor: Judge Becerra

Agenda Item:
Approve renewal of RFP 2020-P08 Election Form Printing Services with AMG Printing, effective September 8, 2022.
BECERRA/ANDERSON

Summary:
RFP 2020-P08 Election Form Printing Services expired on September 7, 2021. AMG Printing and the Elections Department would like to renew their contract for one additional year, all terms and conditions remain unchanged and in full force and effect as stated in the original proposal.

Fiscal Impact:
Amount Requested: Pricing per proposal
Line Item Number: 001/002-655-00.5461

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

Auditor's Office:
Purchasing Guidelines Followed Y/N?: Yes, Request for Proposal
G/L Account Validated Y/N?: Yes, Printing Services
New Revenue Y/N?: N/A
Comments:

Attachments

RFP 2020-P08 Renewal Letter

OFFICE OF THE COUNTY AUDITOR

Hays County Purchasing
712 S. Stagecoach Trail, Ste. 1071
San Marcos, Texas 78666
512-393-2273

Marisol Villarreal-Alonzo, CPA
County Auditor
marisol.alonzo@co.hays.tx.us

Stephanie Hunt
Assistant County Auditor
stephanie.hunt@co.hays.tx.us

September 1, 2022

AMG Printing
10203 Kotzebue St., Ste. 110
San Antonio, TX 78217

SEP 06 2022

RE: Annual contract renewal

The annual contract for Election Form Printing Services, RFP 2020-P08 is scheduled to expire on September 7, 2022. This letter will serve as official notice that Hays County would like to exercise its second (2nd) option to renew the existing contract for one (1) additional year effective September 8, 2022 – September 7, 2023, provided all other terms and conditions remain unchanged and in full force and effect as provided in the current contract with the attached proposed price changes. If you are in agreement with the renewal terms, please acknowledge below and return one original to the Hays County Purchasing Office at the address listed above. Upon approval by the Hays County Commissioners Court, a fully executed copy will be returned to you for your files.

Please email purchasing@co.hays.tx.us if you wish to make modifications to the contract or have any questions. Thank you.

Sincerely,

Marisol Villarreal-Alonzo, CPA
Hays County Auditor

Signature	AMG PRINTING & MAILING Company
Raul Gonzales Printed Name	9-1-22 Date

Approved by the Hays County Commissioners Court on: _____

Ruben Becerra
Hays County Judge

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Date: 09/13/2022

Requested By: Tammy Crumley
Sponsor: Judge Becerra

Agenda Item:
Authorize the County Judge to execute a Contract Amendment with Texas Disposal Systems related to Hauling Solid Waste pursuant to IFB 2020-B02, adding a $360.10 per haul rate for paper and newspaper recycling services.
BECERRA/T.CRUMLEY

Summary:
On November 5, 2019, the Commissioners Court approved a contract with Texas Disposal Systems for Hauling Solid Waste as a result of formal solicitation IFB 2020-B02.

Countywide Operations is requesting an addition of paper and newspaper recycling at the Wimberley Location. The proposed price increase per haul is $360.10, each haul includes up to (4) 8 cubic yard containers.

Fiscal Impact:
Amount Requested: $360.10 per haul
Line Item Number: 001-716-00.5452

Budget Office:
Source of Funds: 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, trash hauling expense
New Revenue Y/N?: N/A
Comments:

Attachments

Amendment 1 - IFB 2020-B02

First Amendment to the Hauling Solid Waste Contract (IFB 2020-B02 Hauling Solid Waste)

1. This First Amendment to the Hauling Solid Waste Contract (the "First Amendment"), attached as *Exhibit "A"* and executed November 5, 2019, with the second renewal executed on November 2, 2021, is made this 13th day of September 2022, by and between **Hays County, Texas ("Client")** and **Texas Disposal Systems, Inc. ("Contractor")**. The above-cited parties are collectively referred to as "the parties to this Agreement" or "the parties."

2. Addition of Services:

- Wimberley Location (1691 Carney Lane, Wimberley, TX):
  - Receiving (4) 8 cubic yard container for paper/newspaper recycling
  - Upon request - $360.10 per haul: haul includes up to (4) 8 cubic yard containers

3. Except for the above modifications set forth in this First Amendment, all other terms and conditions of the Agreement shall remain unaffected and shall continue in full force and effect in accordance with its terms.

HAYS COUNTY, TEXAS

By: _____

Printed Name: _____

Title: _____

Dated: _____

TEXAS DISPOSAL SYSTEMS, INC.

By: _____

Printed Name: Jay Howard

Title: Muni. Sales Manager

Dated: 9/7/2022

ATTEST: _____
Elaine Cardenas
Hays County Clerk

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Date: 09/13/2022
Requested By: Sheriff Gary Cutler
Sponsor: Commissioner Ingalsbe

Agenda Item:
Authorize the execution of an interlocal agreement with Travis County for the FY 2023 Sheriff's Combined Auto Theft Task Force (SCATTF) grant award in the amount of $91,707.00. **INGALSBE/CUTLER**

Summary:
The SCATTF is comprised of an 18-count task force formed as a regional effort to combat vehicle-related criminal activity. The Task Force works with police agencies and municipalities within their respective counties to help reduce auto theft and auto burglary.

The renewal grant period is September 1, 2022 - August 30, 2023, and will reimburse the base salary associated with the officer assigned to these duties. Required match for fringe was budgeted during the FY23 budget process.

Fiscal Impact:
Amount Requested: N/A
Line Item Number: 001-618-99-005.4301

Budget Office:
Source of Funds: Grant Funds
Budget Amendment Required Y/N?: No
Comments: The estimated revenue for this grant is included in the FY23 proposed budget. The additional increase ($16,971) in the award will be budgeted during the final budget hearing.

Auditor's Office:
Purchasing Guidelines Followed Y/N?: N/A
G/L Account Validated Y/N?: Yes, Intergovernmental Revenues
New Revenue Y/N?: Yes, Additional $16,971.00
Comments:

Attachments

SCATTF ILA

State of Texas

This Agreement is entered into by and between **Travis County**, a political subdivision of the State of Texas, and **Hays County**, a political subdivision of the State of Texas, pursuant to the Interlocal Cooperation Act, Texas Government Code, Chapter 791.

WITNESSETH

WHEREAS **Travis County** and **all participating Task Force agencies** have the objective to file a collaborative grant application with the Motor Vehicle Crime Prevention Authority of the State of Texas (MVCPA) grant for funding in the amount of $697,075, and,

WHEREAS **Travis County** and **Hays County** have agreed to contribute to the total of $15,946 in the matching funds if their MVCPA grant application is approved; and,

In Process

WHEREAS, the source of the funds would not normally be used for this purposes; and,

WHEREAS **Travis County** and **Hays County** have the authority and it is in their best interests to join in the application to continue a regional or multi-jurisdictional MVCPA Task Force; and

WHEREAS **Travis County** and **Hays County** agree to each accept the responsibility for their respective commitments and to adhere to all applicable federal, state, and local laws or regulations, as well as grant rules and conditions.

NOW THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

ARTICLE I. PURPOSE

1.01 The purpose of this Agreement is to allow **Travis County** and **Hays County** to operate a multi-agency Task Force, operate as grantee and sub-grantee, file a collaborative grant application with the MVCPA of the State of Texas, which application is attached hereto as Exhibit "A" and made a part of hereof for all purposes.

ARTICLE II. TERM

2.01 The term of this Agreement is to commence on the execution by all parties to this Agreement and to the end: August 30, 2023.

ARTICLE III. CONSIDERATION

3.01 As consideration for this Agreement, **Travis County** and **Hays County** agree to contribute matching funds for the enhancement of the funded grant program in the amounts and methods as follows:

Description	Amount	Method (Cash Paid / In Lieu of / In Kind)
Investigator	$91,707	Grant Cash paid to Hays County for salary
Investigator	$15,946	Hays County match

ARTICLE IV. ALLOCATION OF FUNDS

4.01 The specific allocation of the Travis County and Comal County fund is set out in the attachments to this Agreement, marked as Exhibits "B" through "E" inclusive, and made a part hereof for all purposes.

ARTICLE V. EQUIPMENT

5.01 Upon termination of this Agreement, equipment including vehicles, hardware, and other non-expendable items will revert back to the applicant. The MCVPA of the State of Texas will be notified and inventory records will be updated.

In Process

ARTICLE VI. AMENDMENTS

6.01 This Agreement may be amended by the mutual agreement of the parties hereto in writing to be attached to and incorporated into this agreement.

ARTICLE VII. LEGAL CONSTRUCTION

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

ARTICLE VIII. UNIFORM ASSURANCES

8.01 In accordance with §783.005 of the Texas Government Code Grantee and sub-grantee shall comply with the following uniform assurances:

Byrd Anti-Lobbying Amendment- Grantee certifies that no federal appropriated funds have been paid or will be paid to any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress on its behalf to obtain, extend, or modify this contract or grant. If non-federal funds are used by Grantee to conduct such lobbying activities, the prescribed disclosure form shall promptly be filed. In accordance with 31 U.S.C. § 1352(b)(5), Grantee acknowledges and agrees that it is responsible for ensuring that each sub-grantee certifies its compliance with the expenditure prohibition and the declaration requirement.

Child Support Obligation- Grantee represents and warrants that it will include the following clause in the award documents for every sub-award and subcontract and will require sub-recipients and contractors to certify accordingly: Under Section 231.006 of the Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate. A bid or an application for a contract, grant, or loan paid from state funds must include the name and social security number of the individual or sole proprietor and each partner, shareholder, or owner with an ownership interest of at least 25 percent of the business entity submitting the bid or application.

Clean Air Act & Federal Water Pollution Control Act- Grantee represents and warrants that it will comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).

Compliance with Laws, Rules and Requirements- Grantee represents and warrants that it will comply and assure the compliance of all its sub-recipients and contractors, with all applicable federal and state laws, rules, regulations, and policies in effect or hereafter established. In addition, Grantee represents and warrants that it will comply with all requirements imposed by the awarding agency concerning special requirements of law, program requirements, and other administrative requirements. In instances where multiple requirements apply to Grantee, the more restrictive requirement applies.

In Process

Contract Oversight- Grantee represents and warrants that it will maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.

Contract Work Hours & Safety Standards Act- Grantee represents and warrants that it will comply with the requirements of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).

Cybersecurity Training Program- Grantee represents and warrants its compliance with § 2054.5191 of the Texas Government Code relating to the cybersecurity training program for local government employees who have access to a local government computer system or database. If Grantee has access to any state computer system or database, Grantee shall complete cybersecurity training and verify completion of the training program to the Agency pursuant to and in accordance with § 2054.5192 of the Government Code.

Davis-Bacon Act and the Copeland Act- Grantee represents and warrants that it will comply with the requirements of the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”) and the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874).

Debarment and Suspension- Grantee certifies that it and its principals are not suspended or debarred from doing business with the state or federal government as listed on the State of Texas Debarred Vendor List maintained by the Texas Comptroller of Public Accounts and the System for Award Management (SAM) maintained by the General Services Administration.

Debts and Delinquencies- Grantee agrees that any payments due under the contract or grant shall be applied towards any debt or delinquency that is owed to the State of Texas.

Disaster Recovery Plan- Upon request of Agency, Grantee shall provide copies of its most recent business continuity and disaster recovery plans.

Disclosure of Violations of Federal Criminal Law- Grantee represents and warrants its compliance with 2 CFR § 200.113 which requires the disclosure in writing of violations of federal criminal law involving fraud, bribery, and gratuity and the reporting of certain civil, criminal, or administrative proceedings to SAM.

In Process

Disclosure Protections for Certain Charitable Organizations, Charitable Trusts & Private Foundations- Grantee represents and warrants that it will comply with Section 2252.906 of the Texas Government Code relating to disclosure protections for certain charitable organizations, charitable trusts, and private foundations.

Dispute Resolution- The dispute resolution process provided in Chapter 2009 of the Texas Government Code is available to the parties to resolve any dispute arising under the agreement.

Excluded Parties- Grantee certifies that it is not listed in the prohibited vendors list authorized by Executive Order No. 13224, “Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism”, published by the United States Department of the Treasury, Office of Foreign Assets Control.

Executive Head of a State Agency Affirmation- Under Section 669.003 of the Texas Government Code, relating to contracting with an executive head of a state agency, Grantee represents that no person who served as an executive of Agency, in the past four (4) years, was involved with or has any interest in the contract or grant. If Grantee employs or has used the services of a former executive of Agency, then Grantee shall provide the following information in the Response: name of the former executive, the name of the state agency, the date of separation from the state agency, the position held with Grantee, and the date of employment with Grantee.

Funding Limitation- Grantee understands that all obligations of Agency under the contract or grant are subject to the availability of grant funds. The contract or grant is subject to termination or cancellation, either in whole or in part, without penalty to Agency if such funds are not appropriated or become unavailable.

Governing Law & Venue- This agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to the conflicts of law provisions. The venue of any suit arising under this agreement is fixed in any court of competent jurisdiction of Travis County, Texas, unless the specific venue is otherwise identified in a statute that directly names or otherwise identifies its applicability to the contracting state agency.

Indemnification- to the extent permitted by law Grantee shall defend, indemnify and hold harmless the state of Texas and agency, and/or their officers, agents, employees, representatives, contractors, assignees, and/or designees from any and all liability, actions, claims, demands, or suits, and all related costs, attorney fees, and expenses arising out of, or resulting from any acts or omissions of Grantee or its agents, employees, subcontractors, order fulfillers, or suppliers of subcontractors in the execution or performance of the contract and any purchase orders issued under the contract. The defense shall be coordinated by Grantee with the office of the Texas Attorney General when Texas state agencies are named defendants in any lawsuit and Grantee may not agree to any settlement without first obtaining the concurrence from the office of the Texas Attorney General. Grantee and agency agree to furnish timely written notice to each other of any such claim.

In Process

Law Enforcement Agency Grant Restriction- Grantee on behalf of Sheriff's Combined Auto Theft Task Force is a law enforcement agency regulated by Chapter 1701 of the Texas Occupations Code, Grantee represents and warrants that it will not use appropriated money unless the law enforcement agency is in compliance with all rules adopted by the Texas Commission on Law Enforcement (TCOLE), or TCOLE certifies that it is in the process of achieving compliance with such rules.

Legal Authority- Grantee represents that it possesses legal authority to apply for the grant. A resolution, motion or similar action has been duly adopted or passed as an official act of the Grantee's governing body, authorizing the filing of the Response, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative, or the designee of Grantee to act in connection with the Response and to provide such additional information as may be required.

Lobbying Expenditure Restriction- Grantee represents and warrants that Agency's payments to Grantee and Grantee's receipt of appropriated or other funds under the contract or grant are not prohibited by Sections 403.1067 or 556.0055 of the Texas Government Code which restrict lobbying expenditures

No Conflicts of Interest State- Grantee represents and warrants that performance under the contract or grant will not constitute an actual or potential conflict of interest or reasonably create an appearance of impropriety. Further, Grantee represents and warrants that in the administration of the grant, it will comply with all conflict-of-interest prohibitions and disclosure requirements required by applicable law, rules, and policies, including Chapter 176 of the Texas Local Government Code. If circumstances change during the course of the contract or grant, Grantee shall promptly notify Agency.

No Waiver of Sovereign Immunity- The Parties expressly agree that no provision of the grant or contract is in any way intended to constitute a waiver by the Agency or the State of Texas of any immunities from suit or from liability that the Agency or the State of Texas may have by operation of law.

Open Meetings- Grantee represents and warrants its compliance with Chapter 551 of the Texas Government Code which requires all regular, special, or called meeting of a governmental body to be open to the public, except as otherwise provided by law.

Texas Public Information Act- Information, documentation, and other material in connection with this Solicitation or any resulting contract or grant may be subject to public disclosure pursuant to Chapter 552 of the Texas Government Code (the "Public Information Act"). In accordance with Section 2252.907 of the Texas Government Code, Grantee is required to make any information created or exchanged with the State pursuant to the contract or grant, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the State.

In Process

Reporting Compliance- Grantee represents and warrants that it will submit timely, complete, and accurate reports in accordance with the grant and maintain appropriate backup documentation to support the reports.

Records Retention State Grant- Grantee shall maintain and retain all records relating to the performance of the grant including supporting fiscal documents adequate to ensure that claims for grant funds are in accordance with applicable State of Texas requirements. These records will be maintained and retained by Grantee for a period of four (4) years after the grant expiration date or until all audit, claim, and litigation matters are resolved, whichever is later. Agency reserves the right to direct a Grantee to retain documents for a longer period of time or transfer certain records to Agency custody when it is determined the records possess longer term retention value. Grantee must include the substance of this clause in all subawards and subcontracts.

Reporting Suspected fraud and Unlawful Conduct- Grantee represents and warrants that it will comply with Section 321.022 of the Texas Government Code, which requires that suspected fraud and unlawful conduct be reported to the State Auditor's Office.

State Auditor's Right to Audit- The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the contract or indirectly through a subcontract under the contract. The acceptance of funds directly under the contract or indirectly through a subcontract under the contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

Sub-award Monitoring- Grantee represents and warrant that it will monitor the activities of the sub-grantee as necessary to ensure that the sub-award is used for authorized purposes, in compliance with applicable statutes, regulations, and the terms and conditions of the sub-award, and that subaward performance goals are achieved.

ARTICLE X. FINANCIAL ADMINISTRATION

10 .01 In accordance with §783.006 of the Texas Government Code Standard Financial Management Conditions the prescribed are applicable to all grants and agreements executed between affected entities:

Financial reporting- Accurate, current, and complete disclosure of the financial results of grant related activities must be made in accordance with the financial reporting requirements of the grant.

Accounting records- Grantee will maintain records, which adequately identify the source and application of funds, provided for grant related activities. These records will contain information pertaining to grant awards and obligations, unobligated balances, assets, liabilities, outlays or expenditures, and income.

In Process

Internal control- Effective control and accountability will be maintained for all grant cash, real and personal property, and other assets. Grantee will safeguard all such property and assure that it is used for authorized grant purposes.

Page Budget control- Actual expenditures will be kept within budgeted amounts for each grant.

Allowable cost- Applicable cost principles, agency program regulations, and the terms of grant agreements shall be followed in determining the reasonableness, allowability, and allocability of costs.

Source documentation- Accounting records must be supported by such source documentation as checks, paid bills, payroll records, receipts, timesheets, travel vouchers, and other records, etc. These source documents must be retained and made available for MVCPA staff when requested.

Cash management- Grantee will establish reasonable procedures to ensure the receipt of reports on cash balances and cash disbursements in sufficient time to enable them to prepare complete and accurate cash transactions reports to the awarding agency.

Reimbursement Grant- All expenditures reported will be based on actual amounts paid and documented. Reporting budgeted amounts or estimated costs as expenditures are not permitted and if used may result in payment suspension and possible termination of the grant.

Costs Incurred outside the Program Period- Grant funds may not be obligated prior to the effective date without written permission of the MVCPA director or subsequent to the termination date of the grant period. All obligations must be consistent with the Statement of Grant Award and used for statutorily authorized purposes.

ARTICLE XI. COMPLIANCE

11 .01 Grantee and subgrantee will comply with state law, program rules and regulations and the Statement of Grant Award. In addition, Grantee and sub-grantee represents and warrants that it will comply with all requirements imposed by the awarding agency concerning special requirements of law, program requirements, and other administrative requirements. Information, guidance, and program rules can be found in the Motor Vehicle Crime Prevention Authority Grant Administrative Manual and if not found in the administrative manual then grantee and subgrantee must follow the Texas Grant Management Standards maintained under the authority of the Texas Comptroller of Public Accounts. These grant management standards are used by the Motor Vehicle Crime Prevention Authority in the administration of the MVCPA grant program.

Sub-grantee Monitoring and Management- The local government must monitor the activities of the sub-grantee as necessary to ensure that sub-award performance goals are achieved and the sub-award is used for authorized purposes, in compliance with state law, rules, and the terms and conditions of the sub-award. Monitoring of the sub-grantee must include:

(1) Reviewing financial and performance reports required by the local government.

(2) Following-up and ensuring that the sub-grantee takes timely and appropriate action on all deficiencies pertaining to the sub-award provided to the sub-grantee from the local government detected through audits, on-site reviews, and other means.

(3) Issuing a management decision for audit findings pertaining to the sub-award provided to the sub-grantee from the local government as required.

ARTICLE XII. ENTIRE AGREEMENT

12 .01 This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding upon all parties.

EXECUTED IN DUPLICATE ORIGINALS, EACH OF WHICH SHALL HAVE THE FULL FORCE AND EFFECT OF AN ORIGINAL.

DocuSigned by:
Andy Brown
C21317DB291D47D...

8/17/2022

Travis County Judge

Hays County Judge

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Date: 09/13/2022

Requested By: Sheriff Gary Cutler
Sponsor: Commissioner Ingalsbe

Agenda Item:
Approve a replacement lease vehicle and equipment fees for the Sheriff's Office Animal Control Division through the Enterprise Master Equity Lease Agreement and amend the budget accordingly. **INGALSBE/CUTLER**

Summary:
Currently, the Sheriff's Office has an animal control truck that was totaled due to a fleet accident. The S.O. is requesting to replace the truck and equipment with a leased one through the Enterprise Master Equity Lease Agreement. Additionally, a 2010 ACO truck will be transported utilizing a transportation service to the facility to transfer an existing compartment to the new vehicle.

Fiscal Impact:
Amount Requested: $5,458 Equipment Upfit
$4,245 Vehicle Graphics, Compartment Transfer
$1,400 Transport fees
Line Item Number: 001-618-04]

Budget Office:
Source of Funds: General Fund
Budget Amendment Required Y/N?: Yes
Comments: Funds were budgeted to fully outfit the new ACO truck and are available for the needed equipment and fees for the replacement vehicle.
Budget Amendment:
$4,245 - Increase Law Enforcement Equipment_Operating 001-618-04.5717_400
$1,400 - Increase Miscellaneous Expense 001-618-04.5391
($5,645) - Decrease Law Enforcement Equipment_Capital 001-618-04.5717_700

Auditor's Office:
Purchasing Guidelines Followed Y/N?: Yes
G/L Account Validated Y/N?: Yes, Law Enforcement Equipment and Miscellaneous Fees for Transport
New Revenue Y/N?: N/A
Comments:

Attachments

Dana Safety Quote

Sales Quote

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Telephone: 800-845-0405

Sales Quote No.	455768
Customer No.	HAYSCOSO

Bill To	**Ship To**
HAYS COUNTY SHERIFFS OFFICE 1307 UHLAND RD SAN MARCOS, TX 78666	HAYS COUNTY ANIMAL CONTROL SAN MARCOS, TX 78666

Contact:	**Contact:**
Telephone:	**Telephone:**
E-mail:	**E-mail:**

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method
09/07/22	GROUND SHIPMENT	QUOTED FREIGHT		NET30

Entered By	Salesperson	Ordered By	Resale Number
Scott Beal	SCOTT BEAL ROUND ROCK	YVETTE FAULKNER	

Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
0	0	N	INFO TIPS CONTRACT #210102 Warehouse: RROC Vin #:	0.0000	0.00
0	0	N	INFO 2022 CHEVY 2500 HD 4X4 PICKUP - ANIMAL CONTROL Warehouse: RROC Vin #:	0.0000	0.00
1	1	Y	BK0534CHT202500 SMC PB400 VS ALUM-BUMPER 20-22 CHEVY 2500/3500/450(Warehouse: RROC Vin #: BK0534CHT202500	447.2300	447.23
1	1	Y	HK0809CHT202500 SMC HEADLIGHT GUARD DOUBLE LOOP Warehouse: RROC Vin #:	291.2200	291.22
2	2	Y	CW2311 CODE 3 LED WORK LAMP Warehouse: RROC Vin #:	359.8300	719.66
1	1	Y	C-VSW-2600-SILV HAV 12.5" Wide Flat 26" Vehicle-Specific Console for 2 Warehouse: RROC Vin #: FACEPLATES NEEDED 1) C-EB30-XG2-1P 1) C-EB40-SO5-1P 1) C-FP-10 1) C-FP-35	587.8500	587.85

Print Date	09/07/22
Print Time	11:21:32 AM
Page No.	1

Printed By: Scott Beal

Continued on Next Page

Sales Quote

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Telephone: 800-845-0405

Sales Quote No.	455768
Customer No.	HAYSCOSO

Bill To	**Ship To**
HAYS COUNTY SHERIFFS OFFICE 1307 UHLAND RD SAN MARCOS, TX 78666	HAYS COUNTY ANIMAL CONTROL SAN MARCOS, TX 78666

Contact:	**Contact:**
Telephone:	**Telephone:**
E-mail:	**E-mail:**

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method
09/07/22	GROUND SHIPMENT	QUOTED FREIGHT		NET30

Entered By	Salesperson	Ordered By	Resale Number
Scott Beal	SCOTT BEAL ROUND ROCK	YVETTE FAULKNER	

Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
1	1	Y	C-APW-1390 HAV ACCESSORY POCKET Warehouse: RROC Vin #:	54.0100	54.01
1	1	Y	C-LP2-PS1-USB HAV 2-12V PLUGS AND 2 USB PORTS Warehouse: RROC Vin #:	86.7200	86.72
1	1	Y	CUP2-1001 HAV Self-Adjusting Double Cup Holder Warehouse: RROC Vin #:	42.7200	42.72
2	2	Y	MMSU-1 MAGNETIC MIC SINGLE UNIT CONVERSION KIT Warehouse: RROC Vin #:	35.0000	70.00
2	2	Y	C-MCB HAV CONSOLE MICROPHONE CLIP BRACKET Warehouse: RROC Vin #:	12.0100	24.02
1	1	Y	450-4128 JOTTO SURFACE PRO 3 & 4 MOUNTING STATION Warehouse: RROC Vin #:	249.9100	249.91
1	1	Y	425-2827 JD CONSOLE SIDE MOUNT BASE FOR DODGE CHARGER Warehouse: RROC Vin #:	130.9100	130.91

Print Date	09/07/22
Print Time	11:21:32 AM
Page No.	2

Printed By: Scott Beal

Continued on Next Page

Sales Quote

DANA SAFETY SUPPLY, INC
4809 KOGER BLVD
GREENSBORO, NC 27407

Telephone: 800-845-0405

Sales Quote No.	455768
Customer No.	HAYSCOSO

Bill To	**Ship To**
HAYS COUNTY SHERIFFS OFFICE 1307 UHLAND RD SAN MARCOS, TX 78666	HAYS COUNTY ANIMAL CONTROL SAN MARCOS, TX 78666
Contact:	**Contact:**
Telephone:	**Telephone:**
E-mail:	**E-mail:**

Quote Date	Ship Via	F.O.B.	Customer PO Number	Payment Method
09/07/22	GROUND SHIPMENT	QUOTED FREIGHT		NET30

Entered By	Salesperson	Ordered By	Resale Number
Scott Beal	SCOTT BEAL ROUND ROCK	YVETTE FAULKNER	

Order Quantity	Approve Quantity	Tax	Item Number / Description	Unit Price	Extended Price
1	1	Y	425-3062 JD SWING ARM, STRAIGHT 1 X 6.75 Warehouse: RROC Vin #:	73.3900	73.39
1	1	Y	PDP-13 BI Power Distribution Panel w/ Timers Warehouse: RROC Vin #:	155.0000	155.00
1	1	Y	INSTALL KIT MISC INSTALLATION SUPPLIES I.E. Warehouse: RROC Vin #: LOOM, WIRE, HARDWARE, CONNECTORS, ETC **********	225.0000	225.00
1	1	N	INSTALL DSS INSTALLATION OF EQUIPMENT Warehouse: RROC Vin #:	1,750.0000	1,750.00

Approved By: _____

☐ **Approve All Items & Quantities**

Quote Good for 30 Days

Print Date	09/07/22
Print Time	11:21:32 AM
Page No.	3

Printed By: Scott Beal

Subtotal	4,907.64
Freight	550.00
Order Total	5,457.64

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Date: 09/13/2022

Requested By: Jerry Borcherding
Sponsor: Commissioner Smith

Agenda Item:
Authorize the County Judge to execute a Contract Amendment with Kyle Landscaping Services related to Cemetery Maintenance pursuant to IFB 2022-B04, adding Phillips Cemetery ($1,500.00 per visit, on a quarterly basis).
SMITH/BORCHERDING

Summary:
On March 22, 2022, the Commissioners Court approved a contract with Kyle Landscaping Services for Cemetery Maintenance as a result of formal solicitation IFB 2022-B04.

Phillips Cemetery is requesting that Hays County provide a quarterly maintenance of the cemetery.

Fiscal Impact:
Amount Requested: $1,500 quarterly
Line Item Number: 001-695-00.5491

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

Auditor's Office:
Purchasing Guidelines Followed Y/N?: Yes, IFB (Invitation for Bid) 2022-B04
G/L Account Validated Y/N?: Yes, Cemetery Maintenance
New Revenue Y/N?: N/A
Comments:

Attachments

IFB 2022-B04 - Amendment 2 to Contract

Second Amendment to the Cemetery Maintenance Contract (IFB 2022-B04 Cemetery Maintenance)

1. This Second Amendment to the Cemetery Maintenance Contract (the "Second Amendment), attached as *Exhibit "A"* and executed March 22, 2022 (the "Agreement"), is made this 13th day of September 2022, by and between **Hays County, Texas ("Client")** and **Kyle Landscaping Services ("Contractor")**. The above-cited parties are collectively referred to as "the parties to this Agreement" or "the parties."

2. The following location shall be added to the approved bid form:
   a. Phillips Cemetery:
      - $1,500.00 per service (only once per quarter as directed)

3. Except for the above modifications set forth in this First Amendment, all other terms and conditions of the Agreement shall remain unaffected and shall continue in full force and effect in accordance with its terms.

HAYS COUNTY, TEXAS

By: _____

Printed Name: _____

Title: _____

Dated: _____

KYLE LANDSCAPING SERVICES

By: Diego Rangel

Printed Name: Diego Rangel

Title: Owner

Dated: 9-8-22

ATTEST: _____
Elaine Cardenas, Hays County Clerk

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Date: 09/13/2022
Requested By: Mike Jones
Sponsor: Judge Becerra

Agenda Item:
Authorize a transfer of funds from Commissioner Precinct budgets to the Office of Emergency Services related to the purchase of five (5) pet chip scanners and amend the budget accordingly. **BECERRA/MIKE JONES**

Summary:
On March 8, 2022, the court authorized the purchase of 4 pet chips scanners for precinct offices to promote a pet friendly environment and provide a space for Hays County citizens to bring lost pets for scanning in an effort to reunite with owners. The funds were moved to each Commissioner precinct operating budget. However, it has since been determined that this effort would be managed by the OES department with assistance from local ESD's. Additionally, the OES department has obtained quotes and can purchase 5 for the same cost, which will allow for the 5 participating ESD's to each have a device.

Fiscal Impact:
Amount Requested: $1,600
Line Item Number: 001-656-00.5201

Budget Office:
Source of Funds: General Fund
Budget Amendment Required Y/N?: Yes
Comments: N/A
Budget Amendment:
$1,600 - Increase OES General Supplies 001-656-00.5201
($400) - Decrease Commissioner Pct. 1 General Supplies 001-601-00.5201
($400) - Decrease Commissioner Pct. 2 General Supplies 001-602-00.5201
($400) - Decrease Commissioner Pct. 3 General Supplies 001-603-00.5201
($400) - Decrease Commissioner Pct. 4 General Supplies 001-604-00.5201

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

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Date: 09/13/2022

Requested By:	Constable John Ellen
Sponsor:	Commissioner Jones
Co-Sponsor:	Commissioner Smith

Agenda Item:
Authorize additional funding for the 2022 Motorcycle approved for the Constable Pct. 5 Office and amend the budget accordingly. **JONES/SMITH/ELLEN**

Summary:
On August 9, 2022, the Court authorized the purchase of a fully equipped Harley-Davidson Motorcycle for the Pct. 5 office. The Constable has requested to purchase a Honda Gold Wing instead and requires additional funding to complete the equipment upfit purchase.

Fiscal Impact:
Amount Requested: $1,613
Line Item Number: 001-639-00.5713_700

Budget Office:
Source of Funds: General Fund
Budget Amendment Required Y/N?: Yes
Comments: Recommended funding source, County-Wide contingencies.
Budget Amendment:
$1,613 - Increase Constable 5 Vehicles_Capital 001-639-00.5713_700
($1,613) - Decrease TBD (Co-Wide Contingencies 001-645-00.5399)

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

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Date: 09/13/2022

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

Agenda Item

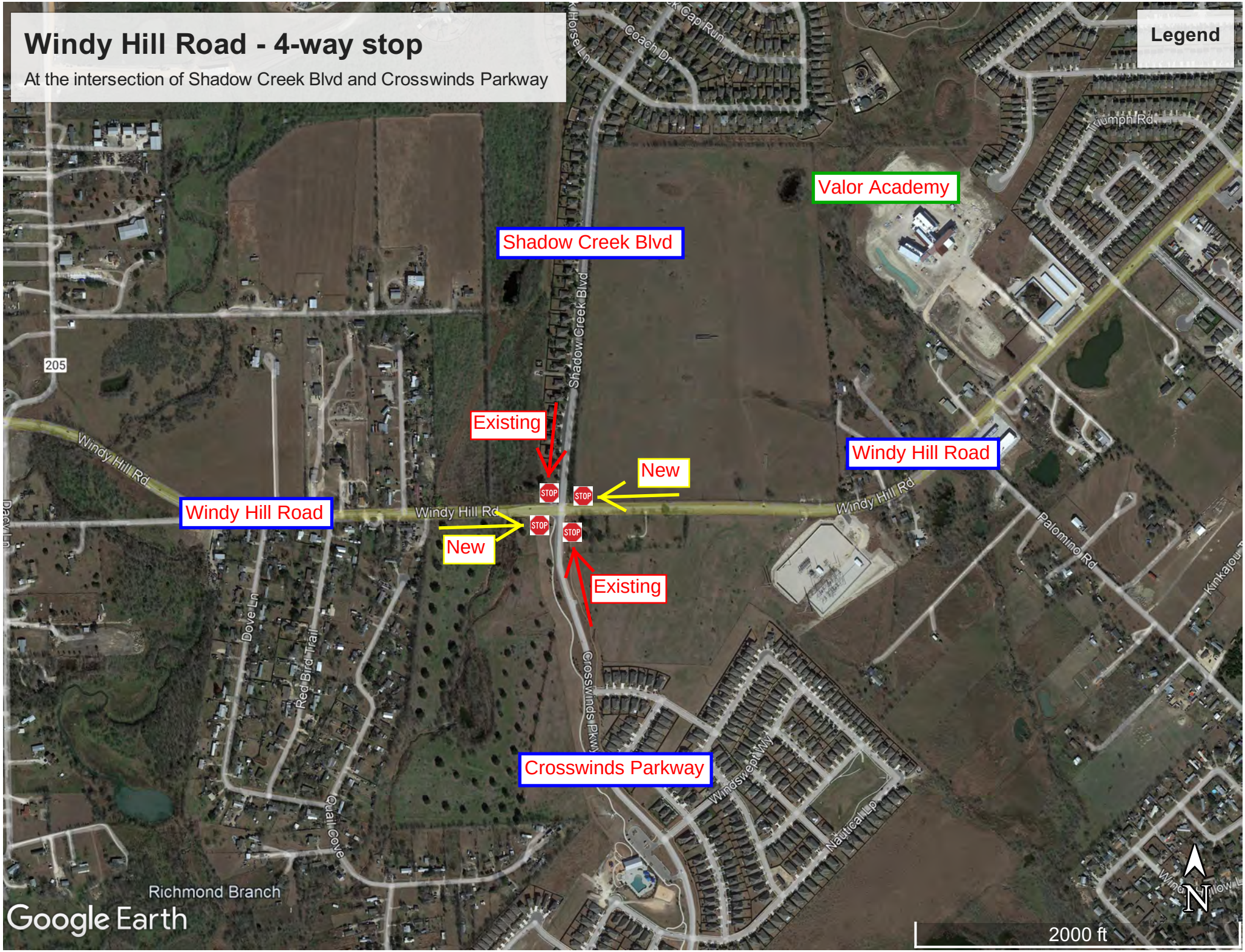
Hold a public hearing with possible action to establish a 4-way stop location on Windy Hill Road at the intersection with Shadow Creek Blvd and Crosswinds Parkway. **JONES/INGALSBE/BORCHERDING**

Summary

In response to a request by the property-owners within Crosswinds & Shadow Creek 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

Map of Windy Hill Rd. at Shadow Creek/Crosswinds


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
Palomino Rd
Crosswinds Pkwy
Windsweep Way
Nautical Lp
Dove Ln
Red Bird Trail
Quail Cove
Dacy Ln
205
Richmond Branch
Google Earth
2000 ft
N

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Date: 09/13/2022

Requested By: Jerry Borcherding

Sponsor: Commissioner Ingalsbe

Agenda Item

Hold a public hearing with possible action 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

Map of Mathias Lane and Foster Place

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: 09/13/2022

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

Agenda Item

Hold a public hearing with possible action 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.

Attachments

Map of Nature View Loop

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: 09/13/2022
Requested By: Jerry Borcherding, P.E., Transportation Director
Sponsor: Commissioner Smith

Agenda Item:
Discussion and possible action to authorize the County Judge to execute Contract Amendment No. 3 in the amount of $73,855.00 to the Professional Services Agreement between Hays County and WSB & Associates, Inc. for the US 290 West at Trautwein Road Intersection project in Precinct 4, as part of the 2016 Road Bond Program, utilizing a discretionary exemption pursuant to Texas Local Government Code Ch. 262.024(a)(4). **SMITH/BORCHERDING**

Summary:
This Contract Amendment increases the contract compensation cap by $73,855.00 from $281,145.00 to $355,000.00. This will allow for the execution of Supplemental #3 to Work Authorization #1 which authorized revision to driveway number three, retaining wall and drainage features; coordination with landowners regarding construction licenses, revisions to the project plan set, surveying of driveways along Trautwein and geotechnical services. This effort will be funded through the 2016 Road Bond Program project number 23-872-034.

Fiscal Impact:
Amount Requested: $73,855.00
Line Item Number: 035-804-96-872.5621_400

Budget Office:
Source of Funds: Voter Approved Road Bond 2019 Funds
Budget Amendment Required Y/N?: No
Comments: N/A

Auditor's Office:
Purchasing Guidelines Followed Y/N?: Discretionary exemption pursuant to Texas Local Government Code Ch. 262.024(a)(4) since amendment exceeds 25% of the original contract amount.
G/L Account Validated Y/N?: Yes, Engineering Operating Expense
New Revenue Y/N?: N/A
Comments:

Attachments

US290WatTrautwein-WSB-PSAAmendement3

CONTRACT AMENDMENT NO. 3
TO
HAYS COUNTY
CONTRACT FOR ENGINEERING SERVICES

HAYS COUNTY ROAD BOND PROJECT:
US 290West at Trautwein Road ("Project")

THIS CONTRACT AMENDMENT NO. _3__ to Hays County Contract for Engineering Services is by and between Hays County, Texas, a political subdivision of the State of Texas, (the "County") and WSB & Associates, Inc. (the "Engineer") and becomes effective as of the date of the last party's execution below.

WHEREAS, the County and the Engineer executed the Hays County Contract for Engineering Services dated effective September 10, 2019 (the "Contract");

WHEREAS, pursuant to Article 14 of the Contract, the terms of the Contract may be modified by a written fully executed Contract Amendment;

WHEREAS, the "Compensation Cap" under Article 5 of the Contract limits the maximum amount payable under the Contract to $ 281, 145.00; and,

WHEREAS, the Rate Schedule in Exhibit D of the Contract are limited to the rates noted in said Exhibit D; and,

WHEREAS, it has become necessary to amend the Contract.

AGREEMENT

NOW, THEREFORE, premises considered, the County and the Engineer agree that the Contract is amended as follows:

I. The Compensation Cap under Article 5 of the Contract is hereby increased from $281,145.00 to $355,000.00.

All other terms of the Contract are unchanged and will remain in full force and effect.

IN WITNESS WHEREOF, the County and the Engineer have executed this Contract Amendment, to be effective as of the date of the last party's execution below.

ENGINEER:

By: _____
Signature

JAMES KENNEDY
Printed Name

VICE PRESIDENT
Title

9-6-22
Date

COUNTY:

By: _____
Signature

_____
Printed Name

_____
Title

_____
Date

Carlos A. Lopez, P.E.
9/7/2022

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Date: 09/13/2022
Requested By: Jerry Borcherding, P.E., Transportation Director
Sponsor: Commissioner Ingalsbe

Agenda Item:
Discussion and possible action to authorize the County Judge to execute Contract Amendment No. 6 in the amount of $100,000.00 to the Professional Services Agreement between Hays County and LJA Engineering, Inc. for professional design services on the FM 110 North project in Precinct 1, as part of the TxDOT/Hays County Partnership Program, utilizing a discretionary exemption pursuant to Texas Local Government Code Ch. 262.024(a)(4). **INGALSBE/BORCHERDING**

Summary:

The Contract Amendment increases the contract cap by $100,000.00 from $3,400,000.00 to $3,500,000.00. This will allow for the execution of Supplemental No. 10 to Work Authorization No. 2 which authorizes LJA to perform LiDAR and additional drainage evaluation near the quarry.

Fiscal Impact:
Amount Requested: $100,000.00
Line Item Number: 033-801-96-513.5621_400

Budget Office:
Source of Funds: Voter Approved Pass Through Road Bond 2016 Funds
Budget Amendment Required Y/N?: No
Comments: N/A

Auditor's Office:
Purchasing Guidelines Followed Y/N?: Discretionary exemption pursuant to Texas Local Government Code Ch. 262.024(a)(4) since amendment exceeds 25% of the original contract amount.
G/L Account Validated Y/N?: Yes, Engineering Operating Expense
New Revenue Y/N?: N/A
Comments:

Attachments

FM110North-LJA-PSASupplemental6

CONTRACT FOR ENGINEERING SERVICES
SUPPLEMENTAL AGREEMENT NO. _6_
TO THE PROFESSIONAL SERVICES AGREEMENT

STATE OF TEXAS §
COUNTY OF HAYS §

THIS SUPPLEMENTAL AGREEMENT to contract for engineering services is by and between Hays County, Texas, a political subdivision of the State of Texas, *(the "County")* and LJA Engineering, Inc. *(the "Engineer")* and becomes effective when fully executed by both parties.

WHEREAS, the *County* and the *Engineer* executed a contract on _March 26, 2013_, and a Supplemental No. 1 to the contract on _November 15, 2016_, and a Supplemental No. 2 to the contract on _September 11, 2018_, and a Supplemental No. 3 to the contract on _November 24, 2020_, and a Supplemental No. 4 to the contract on _March 23, 2021, and a Supplemental No. 5 to the contract on _July 19, 2022 and,

WHEREAS, the not-to-exceed fee in Exhibit 1, Section 1, Item the agreement to $2,133,062.00 and $2,320,000.00 (through Supplemental No. 1) and $3,095,000.00 (through Supplemental No. 2) and $3,200,000.00 (through Supplemental No. 3) and $3,350,000.00 (through Supplemental No. 4) and $3,400,000.00 (through Supplemental No.5) and,

WHEREAS, the "***Compensation Cap"*** in Exhibit 1, Section 4, Item 4.3 limits the maximum amount payable under the agreement to $2,133,062.00 and $2,320,000.00 (through Supplemental No. 1) and $3,095,000.00 (through Supplemental No. 2) and $3,200,000.00 (through Supplemental No. 3) and $3,350,000.00 (through Supplemental No. 4) and $3,400,000.00 (through Supplemental No.5) and,

WHEREAS, the Hourly Rates in Exhibit II are limited to the rates noted; and,

WHEREAS, it has become necessary to amend the agreement.

AGREEMENT

NOW, THEREFORE, premises considered, the *County* and the *Engineer* agree that said contract is amended as follows:

I. The not-to-exceed fee in Exhibit 1, Section 1, Item 1. I is hereby increased from $3,400,000.00 to $3,500,000.00 .
II. The Compensation Cap in Exhibit 1, Section 4, Item 4.3 is hereby increased from $3,400,000.00 to $3,500,000.00.

All other provisions are unchanged and remain in full force and effect.

IN WITNESS WHEREOF, the ***County*** and the ***Engineer*** have executed this supplemental agreement in duplicate,

ENGINEER:
LJA Engineering, Inc.

By:_____
Signature

Zach Ryan
Printed Name

Vice President
Title

9-6-22
Date

COUNTY:
Hays County, Texas

By:_____
Signature

_____
Printed Name

_____
Title

_____
Date

Carlos A. López, P.E.
9/7/2022

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Date: 09/13/2022
Requested By: Colby Machacek, County Planner
Sponsor: Commissioner Shell

Agenda Item
PLN-2001-PC; Discussion and possible action to call for a Public Hearing on September 27, 2022 regarding Stagecoach Ranch, Section 1, Lot 37, Replat. **SHELL/MACHACEK**

Summary
Stagecoach Ranch, Section 1 is a recorded subdivision located off of Stagecoach Ranch Loop in Dripping Springs and in Precinct 3. The proposed replat will establish two (2) lots: Lot 37A and Lot 37B, across 10.82 acres.

Water utility will be provided by individual wells. Wastewater treatment will be accomplished by means of individual on-site sewage facilities.

Attachments

Plat
Cover Letter
Location Map

REPLAT OF LOT 37
STAGECOACH RANCH, SECTION ONE
VOLUME 2, PAGE 356
PLAT RECORDS OF HAYS COUNTY, TEXAS

STATE OF TEXAS)(

COUNTY OF HAYS)(

KNOW ALL MEN BY THESE PRESENTS, THAT STAGECOACH RH, LP, A TEXAS LIMITED PARTNERSHIP, WITH IT'S HOME ADDRESS AT 100 CONGRESS AVENUE, SUITE 1300, AUSTIN, TEXAS 78701,-2744, OWNER OF LOT 37, STAGECOACH RANCH, SECTION ONE, A SUBDIVISION RECORDED IN VOLUME 2, PAGE 356, PLAT RECORDS OF HAYS COUNTY, TEXAS, BEING OUT OF THE JOHN HUNNICUTT SURVEY, ABSTRACT No. 791, HAYS COUNTY, TEXAS, AS CONVEYED BY DEED RECORDED IN DOCUMENT No. 17000504 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, DO HEREBY REPLAT SAID LOT 37, 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.

WITNESS MY HAND THIS THE _____ DAY OF _____, 2022.

STAGECOACH RH, LP,
A TEXAS LIMITED PARTNERSHIP

BY: _____
REBECCA HUDSON, MANAGER
c/o ARMBRUST AND BROWN PLLC
100 CONGRESS AVENUE, SUITE 1300.
AUSTIN, TEXAS 78701

STATE OF TEXAS)(
COUNTY OF HAYS)(

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED REBECCA HUDSON, KNOWN BY ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FORGOING INSTRUMENT AS MANAGER OF STAGECOACH RH, LP, AND ACKNOWLEDGED TO ME THAT SHE EXECUTED THE SAME IN SUCH CAPACITY AS THE ACT AND DEED OF SAID TEXAS LIMITED PARTNERSHIP FOR THE PURPOSES AND CONSIDERATIONS THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE _____ DAY OF _____, 2022. A.D.

_____
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

I, BRIAN W. FALTESEK, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF ENGINEERING, AND HEREBY CERTIFY THAT THIS PLAT IS FEASIBLE FROM AN ENGINEERING STANDPOINT AND COMPLIES WITH THE ENGINEERING RELATED PORTIONS OF HAYS COUNTY DEVELOPMENT REGULATIONS, IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

_____ 6-3-2022
DATE

BRIAN W. FALTESEK
LICENSED PROFESSIONAL ENGINEER NO. 105982
LJA ENGINEERING
7500 RIALTO BOULEVARD
BUILDING II, SUITE 100
AUSTIN, TEXAS 78735

STATE OF TEXAS
BRIAN W. FALTESEK
105982
LICENSED
PROFESSIONAL ENGINEER

NO PORTION OF THIS TRACT IS WITHIN THE BOUNDARIES OF THE 100 YEAR YEAR FLOODPLAIN AS SHOWN ON THE FEDERAL FLOOD INSURANCE ADMINISTRATION FIRM MAP NUMBER #48209C0050F, DATED SEPTEMBER 2, 2005 FOR HAYS COUNTY AND INCORPORATED AREAS.

_____ 6-3-2022
DATE

BRIAN W. FALTESEK
REGISTERED PROFESSIONAL ENGINEER NO. 105982
LJA ENGINEERING
7500 RIALTO BOULEVARD
BUILDING II, SUITE 100
AUSTIN, TEXAS 78735

STATE OF TEXAS
BRIAN W. FALTESEK
105982
LICENSED
PROFESSIONAL ENGINEER

I GREGORY A. WAY, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY CERTIFY THAT 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.

WITNESS MY HAND THIS THE 5th DAY OF OCTOBER, 2021.

_____
GREGORY A. WAY
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 4567 – STATE OF TEXAS
CAPITAL SURVEYING COMPANY, INC.
925 SOUTH CAPITAL OF TEXAS HWY.
BLDG. B. STE. 115
AUSTIN, TEXAS 78746

STATE OF TEXAS
REGISTERED
GREGORY A. WAY
4567
PROFESSIONAL
LAND SURVEYOR

GENERAL NOTES

1. THIS SUBDIVISION IS LOCATED WITHIN HAYS COUNTY, HAYS–TRINITY GROUNDWATER CONSERVATION DISTRICT, HAYS COUNTY ESD #6, NORTH HAYS COUNTY ESD #1, AND THE DRIPPING SPRINGS INDEPENDENT SCHOOL DISTRICT.

2. THIS SUBDIVISION DOES NOT LIE WITHIN THE EDWARD'S AQUIFER RECHARGE OR CONTRIBUTING ZONES.

3. NO DRIVEWAY CONSTRUCTED ON ANY LOT WITHIN THIS SUBDIVISION SHALL BE PERMITTED ACCESS ONTO A PUBLIC OR PRIVATE ROADWAY UNLESS A PERMIT FOR USE OF THE COUNTY ROADWAY RIGHT–OF–WAY HAS BEEN ISSUED UNDER CHAPTER 751; AND, THE DRIVEWAY SATISFIES THE MINIMUM SPACING REQUIREMENT FOR DRIVEWAYS SET FORTH IN CHAPTER 721.

4. TOTAL ACREAGE OF REPLAT: 10.8215 ACRES
TOTAL ACREAGE OF LOTS: 10.8215 ACRES
TOTAL NUMBER OF LOTS: 2 AVERAGE SIZE OF LOTS 5.4107 ACRES.
TOTAL NUMBER OF LOTS 10 ACRES OR LARGER: 0
TOTAL NUMBER OF LOTS 5.00 ACRES OR LARGER BUT SMALLER THAN 10 ACRES: 2
TOTAL NUMBER OF LOTS 2.00 ACRES OR LARGER BUT SMALLER THAN 5.0 ACRES: 0
TOTAL NUMBER OF LOTS 1.00 ACRE OR LARGER BUT SMALLER THAN 2.00 ACRES: 0
TOTAL NUMBER OF LOTS SMALLER THAN 1.00 ACRE: 0

5. ALL CULVERTS, WHEN REQUIRED, SHALL COMPLY WITH THE CURRENT HAYS COUNTY STANDARDS, PER HAYS COUNTY DEVELOPMENT REGULATIONS, CHAPTER 705, SUBCHAPTER 8.03.

6. WHILE THE WATER AVAILABILITY RULES ARE INTENDED TO PRESERVE AND PROTECT THE WATER RESOURCES OF HAYS COUNTY, THE COMMISSIONER'S COURT OF HAYS COUNTY DOES NOT MAKE ANY WARRANTY – EXPRESSED, IMPLIED, OR OTHERWISE – THAT SUBDIVISIONS THAT COMPLY WITH THESE RULES WILL BE ABLE TO MEET THE WATER NEEDS OF THOSE PURCHASING LOTS WITHIN THE SUBDIVISION.

7. ALL LOTS HAVE ADEQUATE FRONTAGE TO ALLOW FOR COMPLIANCE WITH DRIVEWAY SPACING REQUIREMENTS.

8. MAIL BOXES PLACED WITHIN THE ROW, SHALL BE OF AN APPROVED TXDOT OR FHWA DESIGN, PER HAYS COUNTY DEVELOPMENT REGULATIONS, CHAPTER 715, SUBCHAPTER 3.

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

10. ALL PREVIOUS EASEMENTS AND RESTRICTIONS PERTAINING TO THIS PROPERTY ARE STILL IN EFFECT.

11. NO PORTION OF THIS PROPERTY LIES IN AN ETJ OR WITHIN CITY LIMITS.

COMMISSIONERS COURT NOTE:

IN APPROVING THIS PLAT BY THE COMMISSIONERS COURT OF HAYS COUNTY, TEXAS, IT IS UNDERSTOOD THAT THE BUILDING OF ALL STREETS, ROADS, AND OTHER PUBLIC THOROUGHFARES DELINEATED AND SHOWN ON THIS PLAT, AND ALL BRIDGES OR CULVERTS NECESSARY TO BE CONSTRUCTED OR PLACED IN SUCH STREETS, ROADS, OR OTHER PUBLIC THOROUGHFARES, OR IN CONNECTION THEREWITH, SHALL BE THE RESPONSIBILITY OF THE OWNER AND/OR DEVELOPER OF THE TRACT OF LAND COVERED BY THIS PLAT, IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS PRESCRIBED BY THE COMMISSIONERS COURT OF HAYS COUNTY, AND THE COUNTY ASSUMES NO OBLIGATIONS TO BUILD STREET, ROADS OR OTHER THOROUGHFARES SHOWN ON THIS PLAT, OR OF CONSTRUCTING ANY BRIDGES OR CULVERTS IN CONNECTION THEREWITH.

I, RUBEN BECERRA COUNTY JUDGE OF HAYS COUNTY, TEXAS DO HEREBY CERTIFY THAT ON THE ____ DAY OF _____, 2022, A.D., 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 INTO THE MINUTES OF SAID COURT IN VOLUME _____, PAGE _____.

WITNESS MY HAND THIS THE _____ DAY OF _____, 2022

_____
RUBEN BECERRA
COUNTY JUDGE
HAYS COUNTY, TEXAS

UTILITY NOTES

1. WATER SERVICE WILL BE INDIVIDUAL WATER WELL.
2. ELECTRIC UTILITY SERVICE WILL BE PROVIDED BY PEDERNALES ELECTRIC COOPERATIVE, INC.
3. TELEPHONE UTILITY SERVICE WILL BE PROVIDED BY FRONTIER COMMUNICATIONS.
4. WASTEWATER SERVICE WILL BE PROVIDED BY ON–SITE SEWAGE FACILITIES.

SUBDIVISION PLAT NOTES:

SEWAGE DISPOSAL/INDIVIDUAL WATER SUPPLY CERTIFICATION, TO–WIT:

1. NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO AN INDIVIDUAL OR 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.
2. NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO PUBLIC SEWER SYSTEM OR TO AN ON–SITE WASTEWATER SYSTEM WHICH HAS BEEN APPROVED AND PERMITTED BY HAYS COUNTY DEVELOPMENT SERVICES.
3. NO CONSTRUCTION OR OTHER DEVELOPMENT WITHIN THIS SUBDIVISION MAY BEGIN UNTIL ALL HAYS COUNTY DEVELOPMENT PERMIT REQUIREMENTS HAVE BEEN MET.

_____ _____
MARCUS PACHECO, DIRECTOR DATE
HAYS COUNTY DEVELOPMENT SERVICES DEPARTMENT

_____ _____
ERIC VAN GAASBEEK, R.S., C.F.M. DATE
FLOODPLAIN ADMINISTRATOR

STATE OF TEXAS)(

COUNTY OF HAYS)(

I, ELAINE HANSON CARDENAS, CLERK OF HAYS COUNTY, TEXAS, HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE _____ DAY OF _____, 2022, AT _____ O'CLOCK ___M., AND DULY RECORDED ON THE _____ DAY OF _____, 2022, AT _____ O'CLOCK ___M. IN THE PLAT RECORDS OF HAYS COUNTY, TEXAS, IN INSTRUMENT No. _____.

_____
ELAINE HANSON CARDENAS
COUNTY CLERK, HAYS COUNTY, TEXAS

REPLAT OF LOT 37

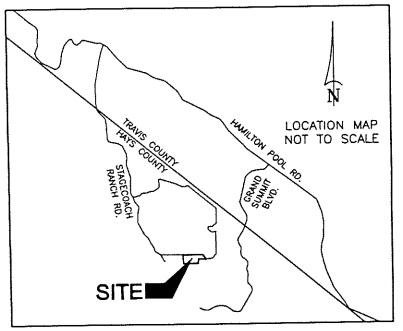
CSCI CAPITAL SURVEYING COMPANY INCORPORATED

925 Capital of Texas Highway South
Building B, Suite 115
Austin, Texas 78746
(512) 327-4006

FIRM REGISTRATION No. 101207-0

DRAWN BY:	WAL	SCALE: 1" = 100'	F.B.
JOB NO.:	18531.13	DATE: JANUARY 4, 2022	SHEET NO.: 1 OF 2
DRAWING NO.:	18531P4	CRD #: 18531	

REPLAT OF LOT 37
STAGECOACH RANCH, SECTION ONE
VOLUME 2, PAGE 356
PLAT RECORDS OF HAYS COUNTY, TEXAS



LOCATION MAP
NOT TO SCALE

DEADWOOD STAGE ROAD

LOT 27

LOT 26

STAGECOACH RANCH
SECTION ONE
Vol. 2, Pg. 356
H.C.P.R.

LOT 25

RESERVE

ROWAN F. HOWARD SURVEY
ABST. No. 816
OR
C. & M. R.R. SURVEY
ABST. No. 2161

STAGECOACH RANCH LOOP (60' R.O.W.)
PRIVATE ROAD

APPROXIMATE LOCATION OF SURVEY LINE

55.71'

(S89°46'09"W 1169.84')
N89°20'28"E 1169.84'

60.11'

654.03'

25' BUILDING SETBACK

515.81'

25' BUILDING SETBACK

10' UTILITY & DRAINAGE EASEMENT
Vol. 396, P. 890
H.C.D.R.

10' UTILITY & DRAINAGE EASEMENT
Vol. 396, P. 890
H.C.D.R.

25' BUILDING SETBACK

(N79°38'19"W 166.73')
S30°25'39"E 166.39'

10' UTILITY & DRAINAGE EASEMENT
Vol. 396, P. 890
H.C.D.R.

(N3°20'33"W 103.79')
S37°32'21"E 103.62'

RESERVE

LOT 38

N00°29'12"W 413.94'
(NORTH 414.26')

25' BUILDING SETBACK

LOT 37A
5.050 AC.

S00°35'27"E 437.97'

LOT 37B
5.771 AC.

S89°10'26"W 399.95'
(N89°44'00"W 399.81')

(S89°58'12"E 450.52')

JOHN HUNNICUTT SURVEY
ABST. No. 791

H. B. & W. T. R.R. CO.
SURVEY No. 197
ABST. No. 669

10' UTILITY & DRAINAGE EASEMENT
Vol. 396, P. 890
H.C.D.R.

S00°44'23"W 227.83'
(S00°54'12"W 227.83')

LOT
22

THE RANCHES AT
HAMILTON POOL
PHASE TWO
Vol. 13, Pgs. 143-151
H.C.P.R.

10' UTILITY & DRAINAGE EASEMENT
Vol. 396, P. 890
H.C.D.R.

517.61'

393.75'

N87°59'51"W 911.36'
(N87°36'17"W 911.67')

(N87°36'10"W 2090.44')

APPROXIMATE LOCATION OF SURVEY LINE

LOT 29
THE RANCHES AT
HAMILTON POOL
PHASE TWO
Vol. 13, Pgs. 143-151
H.C.P.R.

N

0 50 100 150 200
1"=100'

LEGEND

O.P.R.H.C.	OFFICIAL PUBLIC RECORDS HAYS COUNTY
H.C.P.R.	HAYS COUNTY PLAT RECORDS
R.O.W.	RIGHT-OF-WAY
( )	RECORD INFORMATION
	1/2" IRON ROD WITH PLASTIC CAP MARKED "CAPITAL SURVEYING CO., INC." SET
●	1/2" IRON ROD FOUND
▲	CALCULATED POINT

NOTE:
BASIS OF BEARING IS THE TEXAS STATE PLANE COORDINATE SYSTEM (NAD 83), SOUTH CENTRAL ZONE (GRID).

REPLAT OF LOT 37

CAPITAL SURVEYING COMPANY INCORPORATED
823 Capital of Texas Highway South
Building 5, Suite 115
Austin, Texas 78746
(512) 327-4006
Firm Registration No. 101267-0

DRAWN BY: WAL	SCALE: 1" = 100'	F.B.	
JOB NO.: 18531.13	DATE: JANUARY 4, 2022	SHEET NO.: 2 OF 2	
DRAWING NO.: 18531P4	CRD #: 18531		

Hays County Commissioners Court Agenda Request

Meeting Date: September 13th, 2022
Requested By: Colby Machacek, County Planner
Prepared By: Colby Machacek, County Planner
Department Director: Marcus Pacheco, Development Services Director
Sponsoring Court Member: Commissioner Lon Shell, Precinct 3

AGENDA ITEM LANGUAGE:

PLN-2001-PC; Call for a Public Hearing on September 27th, 2022 with possible action regarding the Stagecoach Ranch, Section 1, Lot 37, Replat

BACKGROUND/SUMMARY OF REQUEST:

A) Stagecoach Ranch, Section 1 is a recorded subdivision located off of Stagecoach Ranch Loop in Dripping Springs and in Precinct 3. The proposed replat will establish two (2) lots: Lot 37A and Lot 37B, across 10.82 acres.

B) Water utility will be provided by individual wells. Wastewater treatment will be accomplished by means of individual on-site sewage facilities.

C) Per Texas Local Government Code requirements, a public hearing for this proposed resubdivision of Stagecoach Ranch, Section 1, Lot 37 will take place on September 27th, 2022 at 9:00 AM in our Commissioners Court. At that time, consideration for final action regarding the replat will take place.

STAFF COMMENTS:

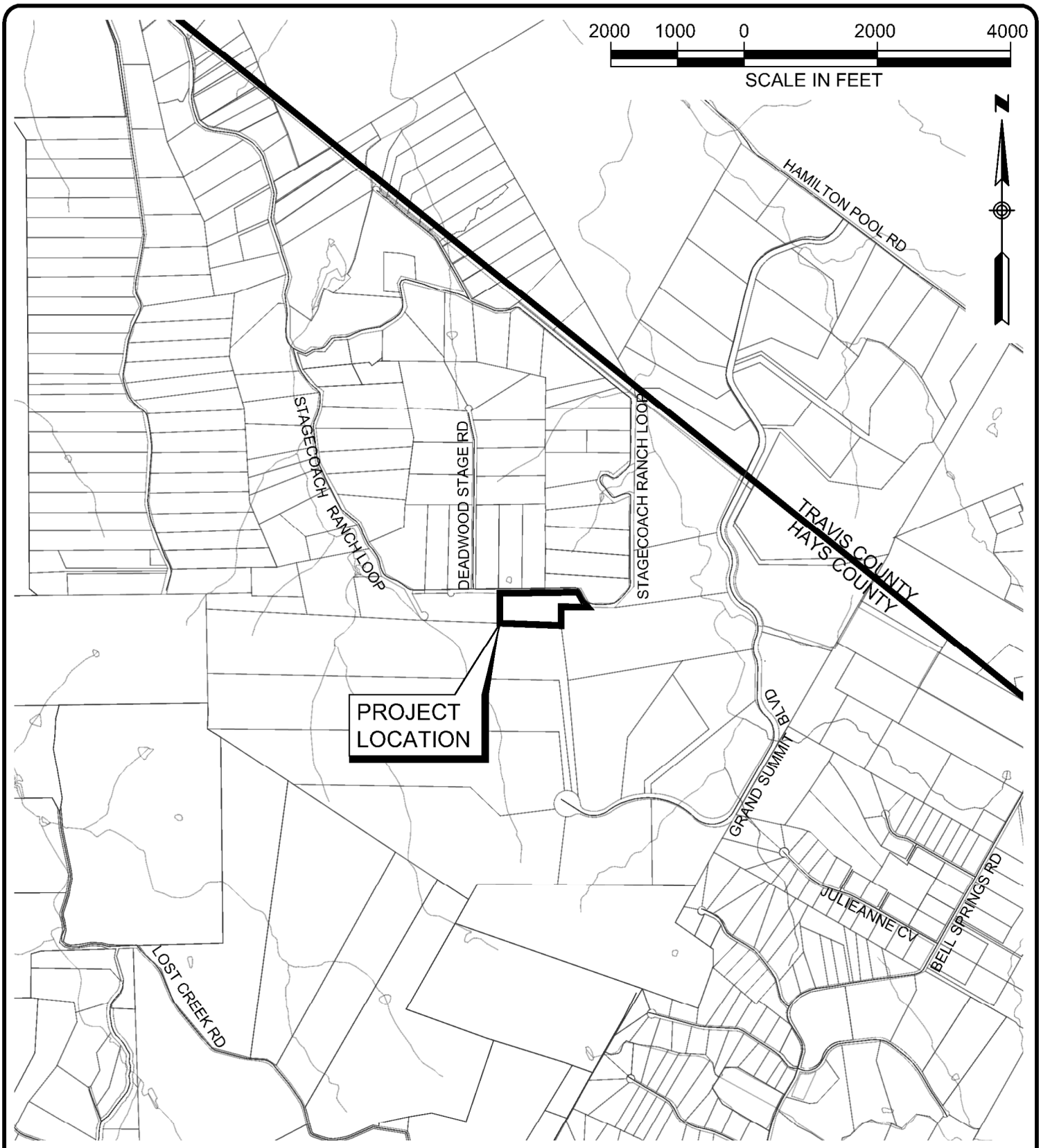
Staff has completed Administrative Review for the Stagecoach Ranch, Section 1, Lot 37, Replat and has provided a letter to the applicant filing the application for Technical Review. The items remaining are the completion of Technical Review, holding the public hearing for the replat, and action on the approval of the replat.

There are no variances requested and this item has full staff recommendation.

ATTACHMENTS/EXHIBITS:

Property Location Map

Subdivision Plat



LJA Engineering, Inc.
7500 Rialto Boulevard, Building II
Suite 100
Austin, Texas 78735
Phone 512.439.4700
Fax 512.439.4716
FRN - F-1386

STAGECOACH RANCH
SECTION ONE

LOCATION MAP

LOC-EXB.dwg

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Date: 09/13/2022

Requested By: Colby Machacek, County Planner

Sponsor: Commissioner Shell

Agenda Item

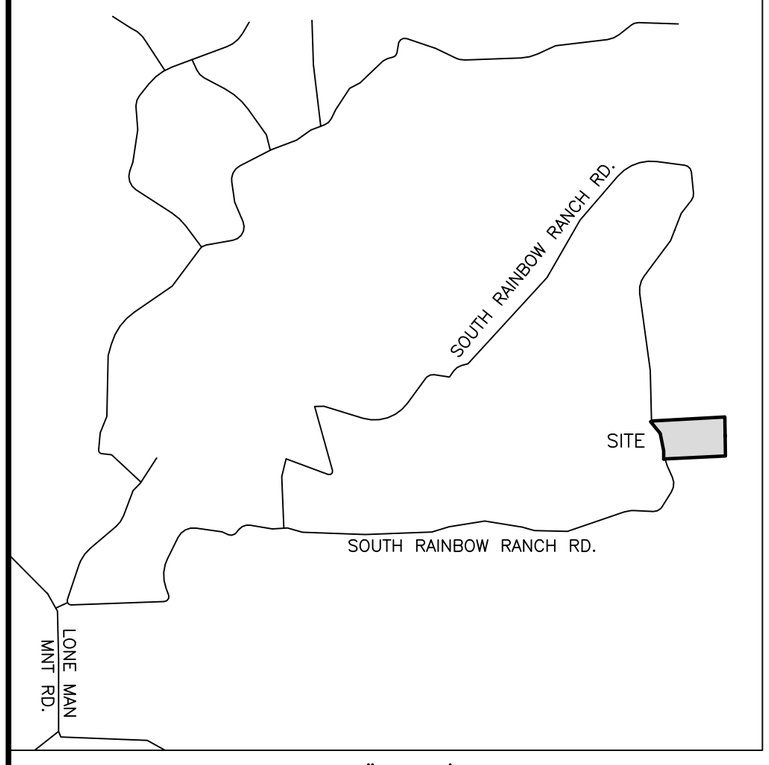
PLN-1941-PC; Hold a Public Hearing with possible action to approve the Rainbow Ranch Subdivision, Lot 18, Replat.
SHELL/MACHACEK

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
PH 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.

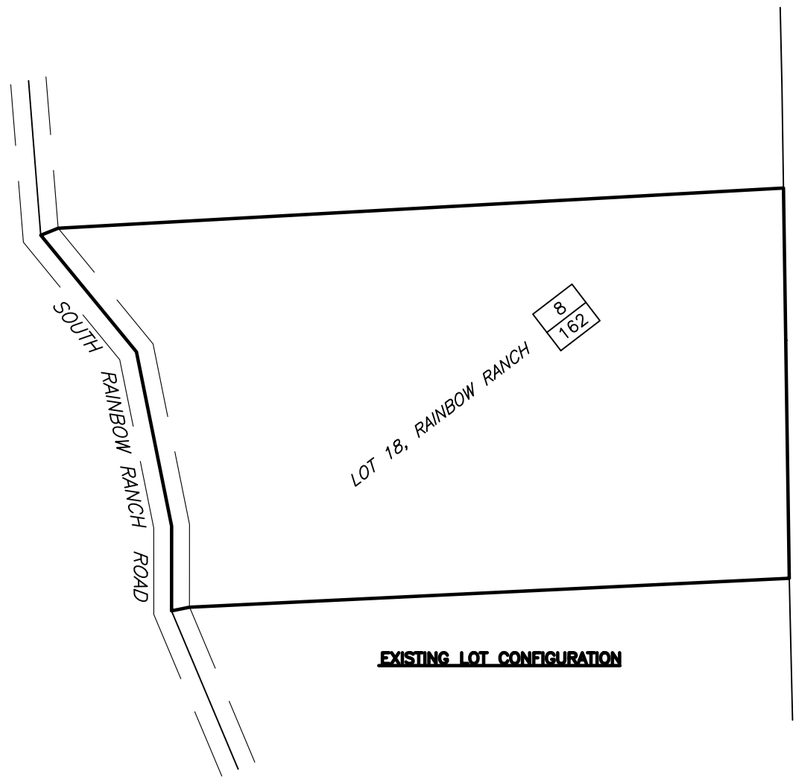
10. MAIL BOXES PLACED WITHIN THE ROW, SHALL BE OF AN APPROVED TXDOT OR FHWA DESIGN, PER COUNTY DEVELOPMENT REGULATIONS, CHAPTER 721, SUBCHAPTER 2.01.

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.

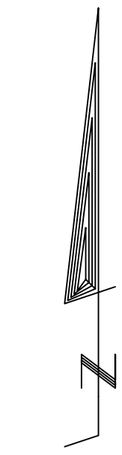
12. UNDER DEPARTMENT REGULATIONS, THIS SUBDIVISION IS EXEMPT FROM THE REQUIREMENTS TO DEMONSTRATE THE AVAILABILITY OF WATER SERVICE. FURTHER SUBDIVISION IS PROHIBITED FOR A DURATION OF FIVE (5) YEARS, FOLLOWING THE FILING OF THE PLAT.

LEGEND

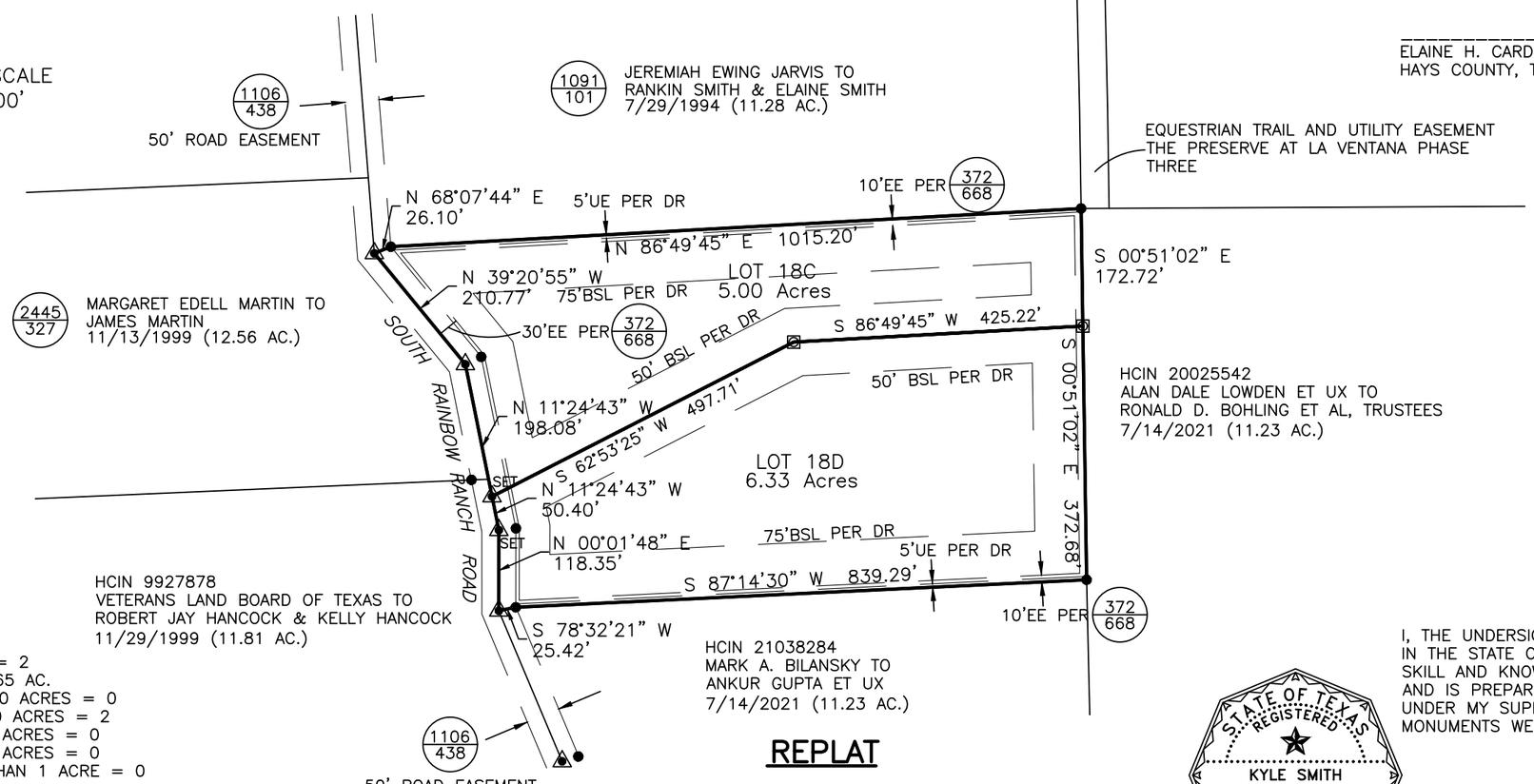
VOL / PG	HAYS COUNTY PLAT RECORDS
⊡	1/2" IRON ROD SET WITH PLASTIC CAP STAMPED "BYRN SURVEY"
●	1/2" IRON ROD FOUND OR DIAMETER NOTED
—— X ——	WIRE FENCE
—— ohu ——⊕——	UTILITY LINE, POLE AND GUY
BSL	BUILDING SETBACK LINE
UE	UTILITY EASEMENT
DR	DEED RESTRICTIONS, SEE NOTE 10
EE	ELECTRIC EASEMENT
◭	60D NAIL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

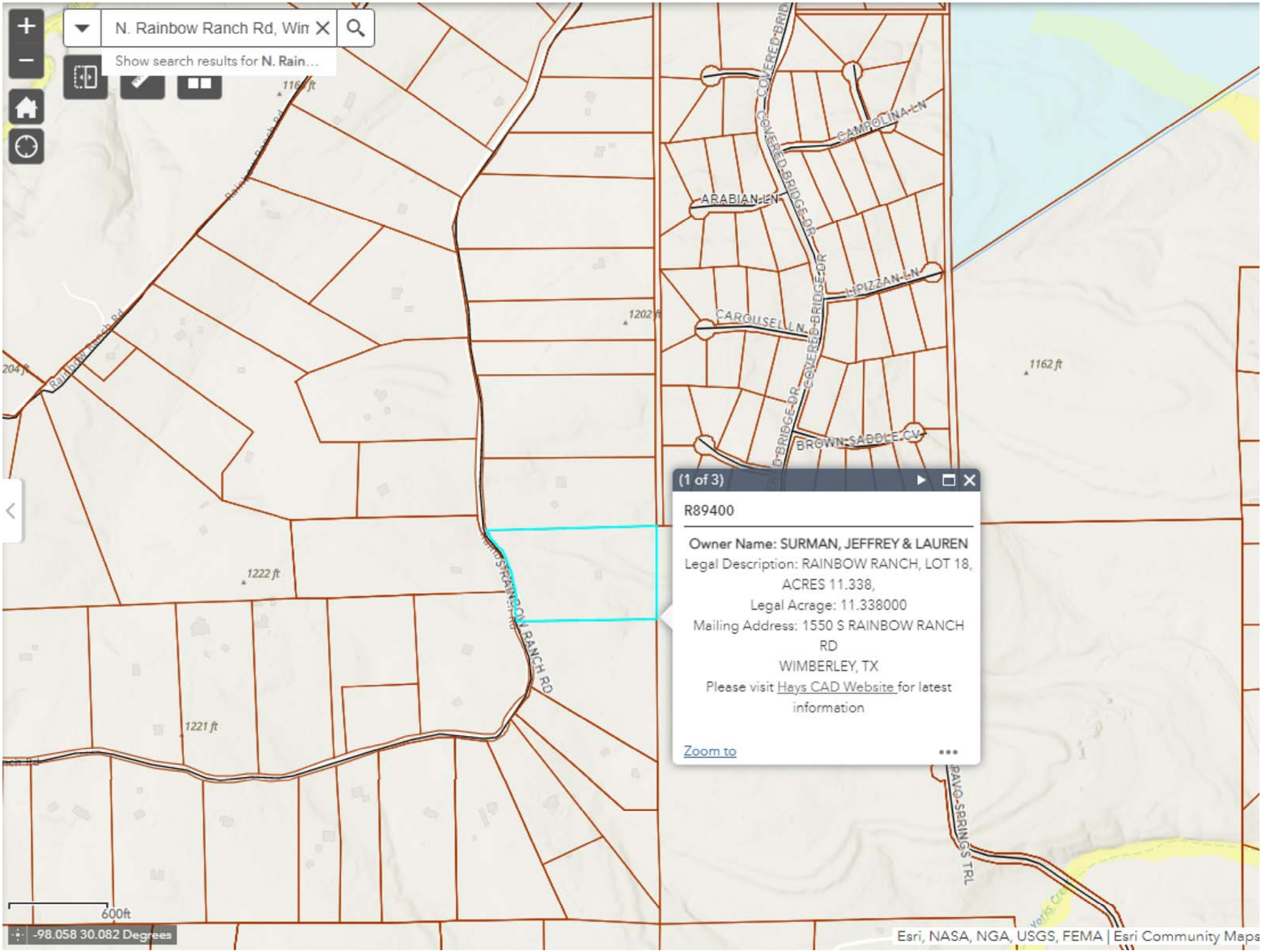
NO CONSTRUCTION OR OTHER DEVELOPMENT WITHIN THIS SUBDIVISION MAY BEGIN UNTIL ALL HAYS COUNTY DEVELOPMENT PERMIT REQUIREMENTS HAVE BEEN MET.

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
RAINBOW RANCH RD
PAVO SPRINGS TRL
1162 ft
1202 ft
1222 ft
1221 ft
(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: September 13th, 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; Hold a public hearing with possible action to approve the Rainbow Ranch Subdivision, 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 actions remaining are to hold a public hearing for the replat and action on the approval of the replat.

There are no variances requested and this item has full staff recommendation.

ATTACHMENTS/EXHIBITS:

Property location map

Subdivision Plat

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Date: 09/13/2022
Requested By:
Sponsor: Commissioner Shell

Agenda Item

10:00am - Conduct a public hearing regarding an order levying assessments on property located with neighborhood improvement area #3 of the La Cima Public Improvement District. **SHELL**

Summary

Attachments

La Cima NIA #3 Public Hearing

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").

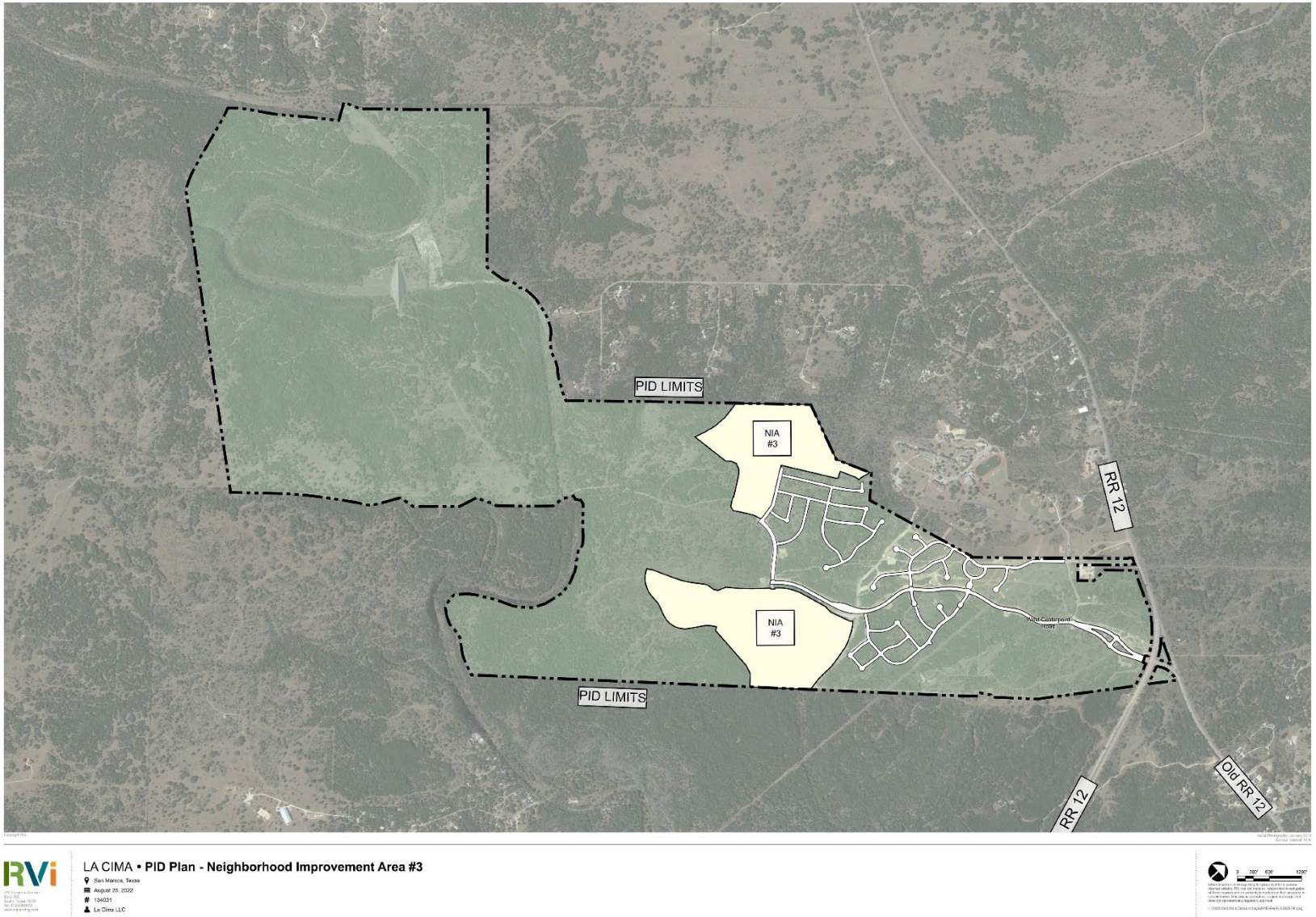
The total costs of the Neighborhood Improvement Area #3 Improvements are $28,581,296, including soft costs, District formation costs, financing costs, and contingency costs.

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: 09/13/2022
Requested By:
Sponsor: Commissioner Shell

Agenda Item

Discussion and possible action to adopt an Order of the Commissioners Court of Hays County, Texas accepting and approving an amended and restated service and assessment plan, an updated major improvement area assessment roll, neighborhood improvement area #1 assessment roll and neighborhood improvement area #2 assessment roll and a neighborhood improvement area #3 assessment roll for La Cima Public Improvement District; making a finding of special benefit to the property in neighborhood improvement area #3 of the district; levying special assessments against property within neighborhood improvement area #3 and establishing a lien on such property; providing for the method of assessment and the payment of the neighborhood improvement area #3 assessments in accordance with Chapter 372, Texas Local Government Code, as amended, providing penalties and interest on delinquent assessments, providing for severability, and providing an effective date. **SHELL**

Summary

Attachments

Assessment Order

HAYS COUNTY, TEXAS

AN ORDER OF THE COMMISSIONERS COURT OF HAYS COUNTY, TEXAS ACCEPTING AND APPROVING AN AMENDED AND RESTATED SERVICE AND ASSESSMENT PLAN, AN UPDATED MAJOR IMPROVEMENT AREA ASSESSMENT ROLL, NEIGHBORHOOD IMPROVEMENT AREA #1 ASSESSMENT ROLL AND NEIGHBORHOOD IMPROVEMENT AREA #2 ASSESSMENT ROLL AND A NEIGHBORHOOD IMPROVEMENT AREA #3 ASSESSMENT ROLL FOR LA CIMA PUBLIC IMPROVEMENT DISTRICT; MAKING A FINDING OF SPECIAL BENEFIT TO THE PROPERTY IN NEIGHBORHOOD IMPROVEMENT AREA #3 OF THE DISTRICT; LEVYING SPECIAL ASSESSMENTS AGAINST PROPERTY WITHIN NEIGHBORHOOD IMPROVEMENT AREA #3 AND ESTABLISHING A LIEN ON SUCH PROPERTY; PROVIDING FOR THE METHOD OF ASSESSMENT AND THE PAYMENT OF THE NEIGHBORHOOD IMPROVEMENT AREA #3 ASSESSMENTS IN ACCORDANCE WITH CHAPTER 372, TEXAS LOCAL GOVERNMENT CODE, AS AMENDED, PROVIDING PENALTIES AND INTEREST ON DELINQUENT ASSESSMENTS, PROVIDING FOR SEVERABILITY, 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 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 2022 Amended and Restated Service and Assessment Plan) to finance the costs of certain Authorized Improvements conferring a special benefit on the Assessed Parcels (as defined in the 2022 Amended and Restated Service and Assessment Plan) 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 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 2022 Amended and Restated Service and Assessment Plan) against the parcels identified in the Neighborhood Improvement Area #1 Assessment Roll (as defined in the 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 2022 Amended and Restated Service and Assessment Plan) against the parcels identified in the Neighborhood Improvement Area #2 Assessment Roll (as defined in the 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 2022 Amended and Restated Service and Assessment Plan), consisting of approximately 182.6166 acres, has commenced or will soon commence, and the Commissioners Court and County staff have, therefore, been presented a "La Cima Public Improvement District 2022 Amended and Restated Service and Assessment Plan," dated September 13, 2022, (the "2022 Amended and Restated Service and Assessment Plan"), including the proposed Neighborhood Improvement Area #3 Assessment Roll attached thereto (the "Neighborhood Improvement Area #3 Assessment Roll"), in a form substantially similar to the form attached hereto as **Exhibit A** and is incorporated herein for all purposes, which amends and restates the 2020 Amended and Restated Service and Assessment Plan, as updated; and

WHEREAS, the 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 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; and

WHEREAS, the 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 such 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 District is located or which the improvements are undertaken, before the tenth (10th) day before the date of the Assessment Hearing; and

WHEREAS, on August 30, 2022, the Commissioners Court adopted a resolution approving a "La Cima Public Improvement District Preliminary 2022 Amended and Restated Service and Assessment Plan", including a proposed Neighborhood Improvement Area #3 Assessment Roll; calling for the Assessment Hearing to consider an order levying assessments on property within Neighborhood Improvement Area #3 of the District (the "Neighborhood Improvement Area #3 Assessments"); authorizing and directing the County Clerk to file the

proposed Neighborhood Improvement Area #3 Assessment Roll and make such roll available for public inspection; authorizing and directing the publication of notice of the Assessment Hearing to consider the levying of the Neighborhood Improvement Area #3 Assessments against the property within Neighborhood Improvement Area #3 of the District; authorizing and directing the mailing of notice of the Assessment Hearing to owners of property liable for assessment; and directing related action; and

WHEREAS, on August 31, 2022, the Commissioners Court caused the Neighborhood Improvement Area #3 Assessment Roll to be filed with Hays County Tax Assessor-Collector and made the same available for public inspection; and

WHEREAS, on September 2, 2022, the County Clerk, pursuant to Section 372.016(b) of the PID Act, caused the publication of notice of the Assessment Hearing 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 in the part of Hays County in which the District is located; and

WHEREAS, on September 1, 2022, the County Clerk, pursuant to Section 372.016(c) of the PID Act, caused the notice of the Assessment Hearing to be mailed to the last known address of the owners of the property liable for the Neighborhood Improvement Area #3 Assessments; and

WHEREAS, the Commissioners Court convened the Assessment Hearing on September 13, 2022, at which all persons who appeared, or requested to appear, in person or by their attorney, were given the opportunity to contend for or contest the Neighborhood Improvement Area #3 Assessment Roll, and the proposed Neighborhood Improvement Area #3 Assessments, and to offer testimony pertinent to any issue presented on the amount of the Neighborhood Improvement Area #3 Assessments, the allocation of the Actual Costs (as defined in the 2022 Amended and Restated Service and Assessment Plan) of the Neighborhood Improvement Area #3 Improvements to be undertaken for the benefit of all property to be assessed within Neighborhood Improvement Area #3 of the District, the purposes of the Neighborhood Improvement Area #3 Assessments, the special benefits of the Neighborhood Improvement Area #3 Assessments, and the penalties and interest on annual installments and on delinquent annual installments of the Neighborhood Improvement Area #3 Assessments; and

WHEREAS, the Commissioners Court finds and determines that the Neighborhood Improvement Area #3 Assessment Roll and 2022 Amended and Restated Service and Assessment Plan in a form substantially similar to the attached **Exhibit A**, should be approved and that the Neighborhood Improvement Area #3 Assessments should be levied as provided in this Order and the 2022 Amended and Restated Service and Assessment Plan and the Neighborhood Improvement Area #3 Assessment Roll attached thereto; and

WHEREAS, the Commissioners Court further finds that there were no written objections or evidence submitted to the County Clerk in opposition to the 2022 Amended and Restated Service and Assessment Plan, the allocation of the costs of the Neighborhood Improvement Area #3 Improvements, the Neighborhood Improvement Area #3 Assessment Roll, and the levy of the Neighborhood Improvement Area #3 Assessments; and

WHEREAS, the Commissioners Court closed the Assessment Hearing, and, after considering all written and documentary evidence presented at the hearing, including all written comments and statements filed with the County, determined to proceed with the adoption of this Order in conformity with the requirements of the PID Act.

NOW, THEREFORE, BE IT ORDERED BY THE COMMISSIONERS COURT OF HAYS COUNTY, TEXAS AS FOLLOWS:

Section 1. **Terms**. Terms not otherwise defined herein are defined in the 2022 Amended and Restated Service and Assessment Plan.

Section 2. Findings. The findings and determinations set forth in the preambles hereof are hereby incorporated by reference and made a part of this Order for all purposes as if the same were restated in full in this Section. The Commissioners Court hereby finds, determines, and orders, as follows:

(a) The apportionment of the Actual Costs of the Neighborhood Improvement Area #3 Improvements (as reflected in the 2022 Amended and Restated Service and Assessment Plan, and the Administrative Expenses pursuant to the 2022 Amended and Restated Service and Assessment Plan) is fair and reasonable, reflects an accurate presentation of the special benefit each Neighborhood Improvement Area #3 Assessed Parcel will receive from the Neighborhood Improvement Area #3 Improvements identified in the 2022 Amended and Restated Service and Assessment Plan, and is hereby approved;

(b) The 2022 Amended and Restated Service and Assessment Plan (i) covers a period of at least five years, (ii) defines the annual indebtedness and projected costs for the Neighborhood Improvement Area #3 Improvements and (iii) includes a copy of the notice form required by Section 5.014 of the Texas Property Code, as amended;

(c) The 2022 Amended and Restated Service and Assessment Plan apportions the Actual Costs of the Neighborhood Improvement Area #3 Improvements to be assessed against the property in Neighborhood Improvement Area #3 and such apportionment is made on the basis of special benefits accruing to the property because of the Neighborhood Improvement Area #3 Improvements;

(d) All of the real property in the Neighborhood Improvement Area #3 of the District which is being assessed in the amounts shown in the Neighborhood Improvement Area #3 Assessment Roll will be benefited by the Neighborhood Improvement Area #3 Improvements proposed to be constructed as described in the 2022 Amended and Restated Service and Assessment Plan, and each Neighborhood Improvement Area #3 Assessed Parcel will receive special benefits in each year equal to or greater than each annual Neighborhood Improvement Area #3 Assessment and will receive special benefits during the term of the Neighborhood Improvement Area #3 Assessments equal to or greater than the total amount assessed;

(e) The method of apportionment of the Actual Costs of the Neighborhood Improvement Area #3 Improvements and the Administrative Expenses set forth in the 2022 Amended and Restated Service and Assessment Plan results in imposing equal shares of the Actual Costs of the Neighborhood Improvement Area #3 Improvements and Administrative Expenses on property similarly benefited, and results in a reasonable classification and formula for the apportionment of the Actual Costs;

(f) The 2022 Amended and Restated Service and Assessment Plan should be approved as the 2022 Annual Service Plan Update for the District as described in Sections 372.013 and 372.014 of the PID Act;

(g) The Neighborhood Improvement Area #3 Assessment Roll should be approved as the Neighborhood Improvement Area #3 Assessment Roll for Neighborhood Improvement Area #3 of the District;

(h) The provisions of the 2022 Amended and Restated Service and Assessment Plan relating to due and delinquency dates for the Neighborhood Improvement Area #3 Assessments, interest on Annual Installments, interest and penalties on delinquent Neighborhood Improvement Area #3 Assessments and delinquent Annual Installments, and procedures in connection with the imposition and collection of Neighborhood Improvement Area #3 Assessments should be approved and will expedite collection of the Neighborhood Improvement Area #3 Assessments in a timely manner in order to provide the services and improvements needed and required for the Neighborhood Improvement Area #3 within the District; and

(i) A written notice of the date, hour, place and subject of this meeting of the Commissioners Court was posted at a place convenient to the public for the time required by law preceding this meeting, as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended, and that this meeting has been open to the public as required by law at all times during which this Order and the subject matter hereof has been discussed, considered, and formally acted upon.

Section 3. Service and Assessment Plan. The 2022 Amended and Restated Service and Assessment Plan is hereby accepted and approved pursuant to Sections 372.013 and 372.014 of the PID Act as the 2022 Annual Service Plan Update for the District. The 2022 Amended and Restated Service and Assessment Plan amends and restates the 2020 Amended and Restated Service and Assessment Plan, as updated, in its entirety.

Section 4. Assessment Rolls. The Major Improvement Area Assessment Roll, the Neighborhood Improvement Area #1 Assessment Roll and the Neighborhood Improvement Area #2 Assessment Roll are hereby accepted and approved pursuant to the PID Act. The Neighborhood Improvement Area #3 Assessment Roll is hereby accepted and approved pursuant to Section 372.016 of the PID Act as the assessment roll for Neighborhood Improvement Area #3.

Section 5. Levy and Payment of Neighborhood Improvement Area #3 Assessments for Actual Costs of the Neighborhood Improvement Area #3 Improvements.

(a) The Commissioners Court hereby levies an assessment on each Neighborhood Improvement Area #3 Assessed Parcel, as shown and described in the 2022 Amended and Restated Service and Assessment Plan and the Neighborhood Improvement Area #3 Assessment Roll, in the respective amounts shown on the Neighborhood Improvement Area #3 Assessment Roll as a special assessment on the properties set forth in the Neighborhood Improvement Area #3 Assessment Roll. The Neighborhood Improvement Area #3 Assessments hereby levied are in addition to Major Improvement Area Assessments previous levied against the parcels in Neighborhood Improvement Area #3 to finance Neighborhood Improvement Area #3's allocable share of the costs of the Major Improvements.

(b) The levy of the Neighborhood Improvement Area #3 Assessments shall be effective on the date of execution of this Order levying Neighborhood Improvement Area #3 Assessments and strictly in accordance with the terms of the 2022 Amended and Restated Service and Assessment Plan and the PID Act.

(c) The collection of the Neighborhood Improvement Area #3 Assessments, interest on such assessments, and the Administrative Expenses shall be as described in the 2022 Amended and Restated Service and Assessment Plan and the PID Act.

(d) Each Neighborhood Improvement Area #3 Assessment may be paid in a lump sum at any time or may be paid in Annual Installments pursuant to the terms of the 2022 Amended and Restated Service and Assessment Plan.

(e) Each Neighborhood Improvement Area #3 Assessment shall bear interest at the rate(s) specified in the 2022 Amended and Restated Service and Assessment Plan.

(f) Each Annual Installment shall be collected each year in the manner set forth in the 2022 Amended and Restated Service and Assessment Plan.

(g) The Administrative Expenses for the Neighborhood Improvement Area #3 Assessed Parcels shall be calculated pursuant to the terms of the 2022 Amended and Restated Service and Assessment Plan.

Section 6. **Method of Assessment**. The method of apportioning the Actual Costs of the Neighborhood Improvement Area #3 Improvements and the allocation of such costs to Neighborhood Improvement Area #3 and the Administrative Expenses are set forth in the 2022 Amended and Restated Service and Assessment Plan.

Section 7. **Penalties and Interest on Delinquent Neighborhood Improvement Area #3 Assessments**. Delinquent Neighborhood Improvement Area #3 Assessments shall be subject to the penalties, interest, procedures, and foreclosure sales set forth in the 2022 Amended and Restated Service and Assessment Plan and as allowed by law.

Section 8. **Prepayments of Neighborhood Improvement Area #3 Assessments**. As provided in the 2022 Amended and Restated Service and Assessment Plan, the owner of any

Neighborhood Improvement Area #3 Assessed Parcel may prepay the Neighborhood Improvement Area #3 Assessments levied by this Order.

Section 9. **Lien Priority**. The Commissioners Court and the landowners of the Neighborhood Improvement Area #3 Assessed Parcels (the "Landowners") intend for the obligations, covenants and burdens on the owners of the Neighborhood Improvement Area #3 Assessed Parcels, including without limitation such Landowners' obligations related to payment of the Neighborhood Improvement Area #3 Assessments and the Annual Installments thereof, to constitute covenants that shall run with the land. The Neighborhood Improvement Area #3 Assessments and the Annual Installments thereof which are levied hereby shall be binding upon the Landowners, as the owners of Neighborhood Improvement Area #3 Assessed Parcels, and their respective transferees, legal representatives, heirs, devisees, successors and assigns in the same manner and for the same period as such parties would be personally liable for the payment of ad valorem taxes under applicable law. Neighborhood Improvement Area #3 Assessments shall have lien priority as specified in the 2022 Amended and Restated Service and Assessment Plan and the PID Act.

Section 10. **Applicability of Tax Code.** To the extent not inconsistent with this Order, and not inconsistent with the PID Act or the other laws governing public improvement districts, the provisions of the Texas Tax Code shall be applicable to the imposition and collection of Neighborhood Improvement Area #3 Assessments by the County.

Section 11. **Filing in Land Records**. The County Clerk is hereby authorized and directed to cause a copy of this Order, including the 2022 Amended and Restated Service and Assessment Plan and the Major Improvement Area Assessment Roll, the Neighborhood Improvement Area #1 Assessment Roll, the Neighborhood Improvement Area #2 Assessment Roll, and the Neighborhood Improvement Area #3 Assessment Roll, to be filed with the County Clerk, not later than the seventh day after the date the Commissioners Court adopts this Order approving the 2022 Amended and Restated Service and Assessment Plan. The County Clerk is further hereby authorized and directed to similarly file each Annual Service Plan Update approved by the Commissioners Court not later than the seventh day after the date that the Commissioners Court approves each Annual Service Plan Update (or as otherwise required by the PID Act).

Section 12. Additional Actions. County staff is 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 Order.

Section 13. Severability. If any provision, section, subsection, sentence, clause, or phrase of this Order, or the application of same to any person or set of circumstances is for any reason held to be unconstitutional, void, or invalid, the validity of the remaining portions of this Order or the application to other persons or sets of circumstances shall not be affected thereby, it being the intent of the Commissioners Court that no portion hereof, or provision or regulation contained herein shall become inoperative or fail by reason of any unconstitutionality, voidness, or invalidity or any other portion hereof, and all provisions of this Order are declared to be severable for that purpose.

Section 14. Effective Date. This Order shall take effect, and the levy of the Neighborhood Improvement Area #3 Assessments, and the provisions and terms of the 2022 Amended and Restated Service and Assessment Plan shall be and become effective upon passage hereof.

[*Remainder of Page Intentionally Left Blank; Signatures to Follow*]

DULY PASSED AND APPROVED BY THE COMMISSIONERS COURT ON THIS 13TH DAY OF SEPTEMBER, 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 and Elaine H. Cárdenas, County Judge and County Clerk, respectively, of Hays County, Texas, on behalf of said County.

_____

Notary Public, State of Texas

(SEAL)

_____

Name printed or typed
Commission Expires:_____

EXHIBIT A

2022 Amended and Restated Service and Assessment Plan

LA CIMA PUBLIC IMPROVEMENT DISTRICT

2022 AMENDED AND RESTATED SERVICE AND ASSESSMENT PLAN

SEPTEMBER 13, 2022

TABLE OF CONTENTS

TABLE OF CONTENTS 2

INTRODUCTION 4

SECTION I: DEFINITIONS 7

SECTION II: THE DISTRICT 21

SECTION III: AUTHORIZED IMPROVEMENTS 22

SECTION IV: SERVICE PLAN 32

SECTION V: ASSESSMENT PLAN 32

SECTION VI: TERMS OF THE ASSESSMENTS 43

SECTION VII: ASSESSMENT ROLL 49

SECTION VIII: ADDITIONAL PROVISIONS 49

LIST OF EXHIBITS AND APPENDICES 51

EXHIBIT A – COST OF AUTHORIZED IMPROVEMENTS 53

EXHIBIT A-1 –ALLOCATION OF MAJOR IMPROVEMENTS 55

EXHIBIT B – SERVICE PLAN 56

EXHIBIT C – SOURCES & USES OF FUNDS 57

MAJOR IMPROVEMENT AREA BOND 57

EXHIBIT D - SOURCES & USES OF FUNDS 58

NEIGHBORHOOD IMPROVEMENT AREA #1-2 BOND 58

EXHIBIT E – SOURCES & USES OF FUNDS 59

NEIGHBORHOOD IMPROVEMENT AREA #3 59

EXHIBIT F - MAJOR IMPROVEMENT AREA ASSESSMENT ROLL 60

EXHIBIT G – NEIGHBORHOOD IMPROVEMENT AREA #1 ASSESSMENT ROLL 71

EXHIBIT H – NEIGHBORHOOD IMPROVEMENT AREA #2 ASSESSMENT ROLL 76

EXHIBIT I – NEIGHBORHOOD IMPROVEMENT AREA #3 ASSESSMENT ROLL 82

EXHIBIT J – MAJOR IMPROVEMENT AREA ANNUAL INSTALLMENTS 83

EXHIBIT K – NEIGHBORHOOD IMPROVEMENT AREA #1 ANNUAL INSTALLMENTS 84

EXHIBIT L – NEIGHBORHOOD IMPROVEMENT AREA #2 ANNUAL INSTALLMENTS 85

EXHIBIT M-1 – NEIGHBORHOOD IMPROVEMENT AREA #3 ANNUAL INSTALLMENTS 86

EXHIBIT M-2 PHASE 3 ANNUAL INSTALLMENTS 87

EXHIBIT M-3 PHASE 4 ANNUAL INSTALLMENTS 88

EXHIBIT M-4 PHASE 5 ANNUAL INSTALLMENTS 89

EXHIBIT N – MAXIMUM SPECIAL ASSESSMENT 90

EXHIBIT O - FORM OF NOTICE OF SPECIAL ASSESSMENT TERMINATION 91

EXHIBIT P – CONCEPTUAL LAND USE PLAN 95
EXHIBIT Q-1 – MAP OF MAJOR IMPROVEMENTS 96
EXHIBIT Q-2 – MAP OF PHASE 1 SECTION 1 IMPROVEMENTS 100
EXHIBIT Q-3 – MAP OF PHASE 1 SECTION 2 IMPROVEMENTS 101
EXHIBIT Q-4 - MAP OF NEIGHBORHOOD IMPROVEMENT AREA #2 IMPROVEMENTS 102
EXHIBIT Q-5 - MAP OF PHASE 3 IMPROVEMENTS 103
EXHIBIT Q-6 – MAP OF PHASE 4 IMPROVEMENTS 107
EXHIBIT Q-7 – MAP OF PHASE 5 IMPROVEMENTS 110
EXHIBIT R – MAJOR IMPROVEMENT AREA MAP 115
EXHIBIT S – MAJOR IMPROVEMENT AREA LEGAL DESCRIPTION 116
EXHIBIT T – NEIGHBORHOOD IMPROVEMENT AREA #1 MAP 127
EXHIBIT U-1 – PHASE 1 SECTION 1 LEGAL DESCRIPTION 128
EXHIBIT U-2 – PHASE 1 SECTION 1 PLAT 132
EXHIBIT U-3 – PHASE 1 SECTION 2 LEGAL DESCRIPTION 136
EXHIBIT U-4 – PHASE 1 SECTION 2 PLAT 139
EXHIBIT U-5 – PHASE 3 LEGAL DESCRIPTION 143
EXHIBIT U-6 – MAP OF PHASE 3 148
EXHIBIT U-7 – PHASE 4 LEGAL DESCRIPTION 149
EXHIBIT U-8 – MAP OF PHASE 4 153
EXHIBIT U-9 – PHASE 5 LEGAL DESCRIPTION 154
EXHIBIT U-10 – MAP OF PHASE 5 158
EXHIBIT U-11 – PHASE 7W LEGAL DESCRIPTION 159
EXHIBIT U-12 – MAP OF PHASE 7W 164
EXHIBIT V – NEIGHBORHOOD IMPROVEMENT AREA #2 MAP 165
EXHIBIT W – NEIGHBORHOOD IMPROVEMENT AREA #2 LEGAL DESCRIPTION 166
EXHIBIT X – NEIGHBORHOOD IMPROVEMENT AREA #3 MAP 170
EXHIBIT Y – NEIGHBORHOOD IMPROVEMENT AREA #3 LEGAL DESCRIPTION 171
EXHIBIT Z - MAJOR IMPROVEMENT AREA BONDS DEBT SERVICE SCHEDULE 172
EXHIBIT AA – NEIGHBORHOOD IMPROVEMENT AREA #1-2 BONDS DEBT SERVICE SCHEDULE 173
EXHIBIT BB – PREPAYMENTS 175
APPENDIX A – BUYER DISCLOSURES
APPENDIX B – ENGINEER'S REPORT

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 September 7, 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 September 13, 2022, 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 September 13, 2022, 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 September 13, 2022, 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

Property ID[1]	Lot Type	Improvement Area	Note	Major Improvement Area Bonds	
				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:

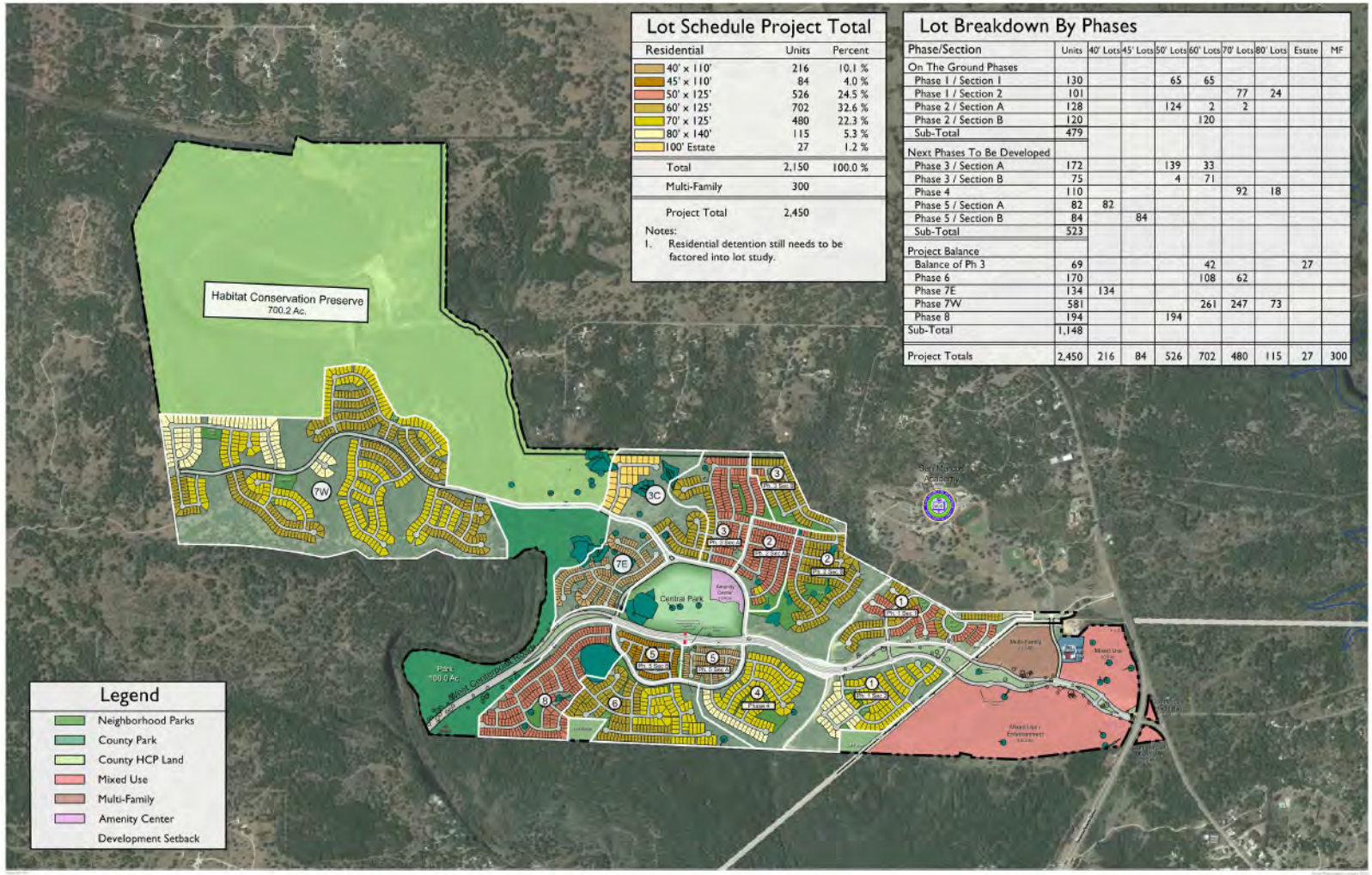
_____
[County Clerk Name], County Clerk

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.

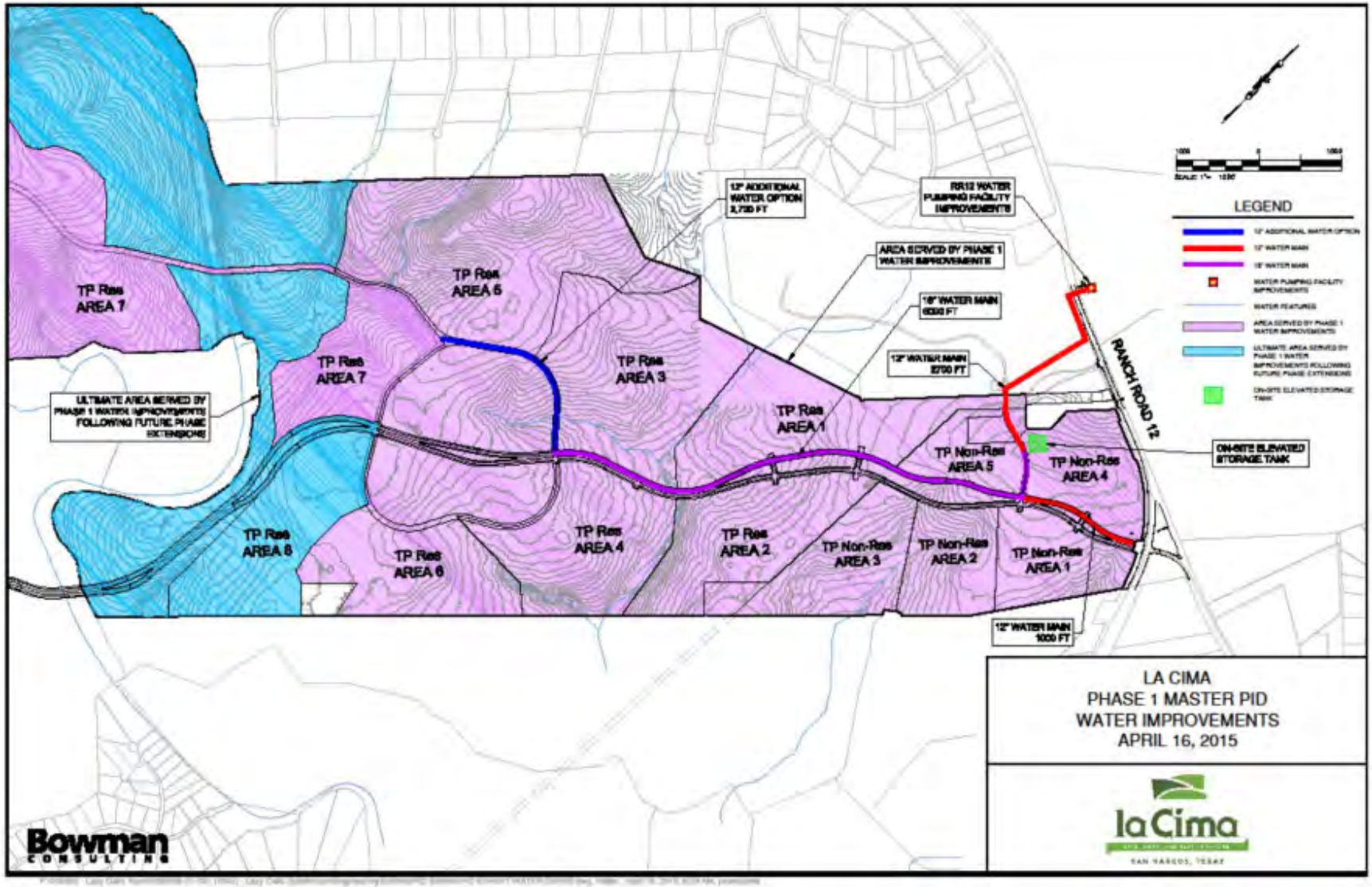
Lot Breakdown By Phases

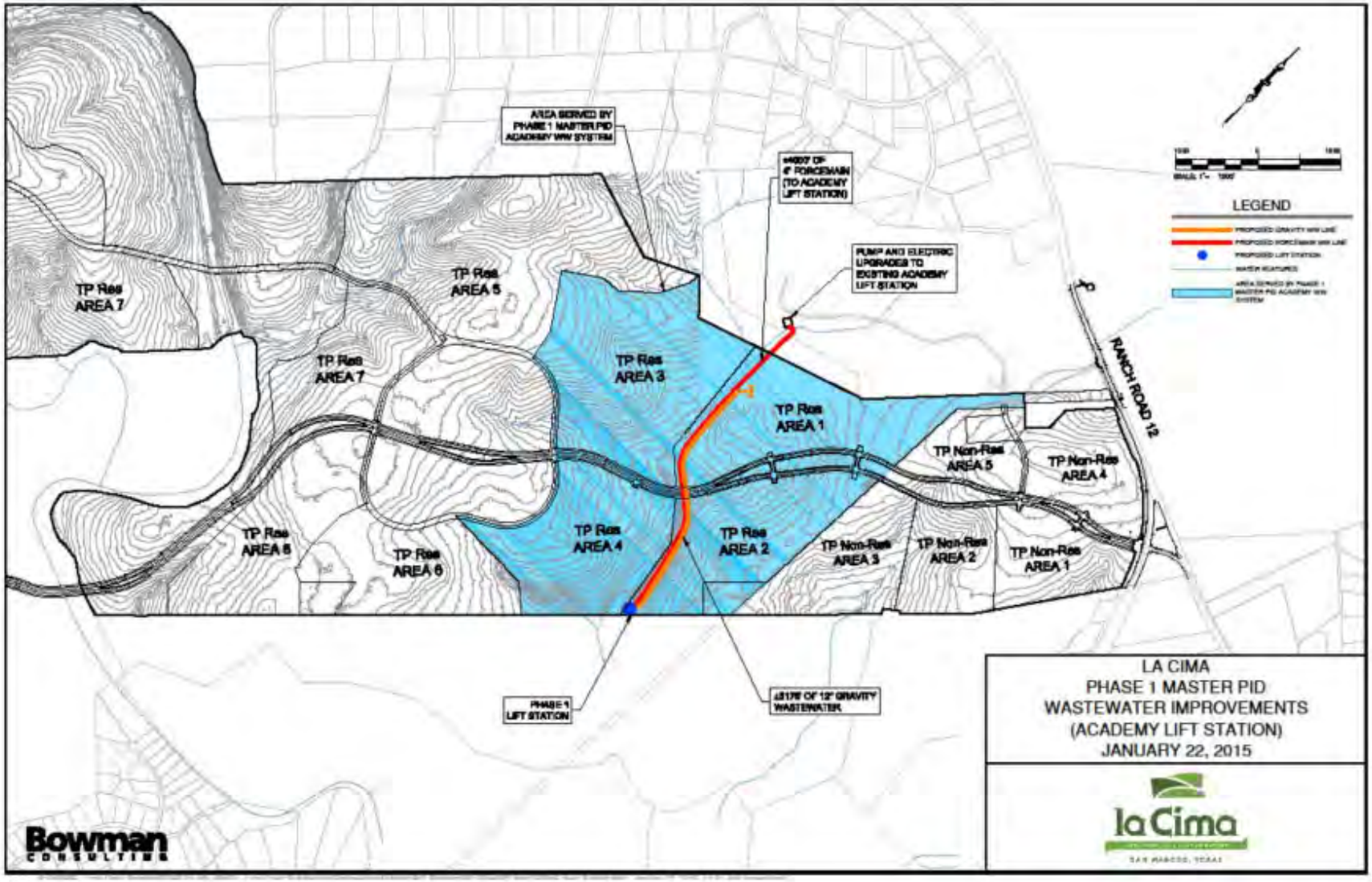
Phase/Section	Units	40' Lots	45' Lots	50' Lots	60' Lots	70' Lots	80' Lots	Estate	MF
On The Ground Phases									
Phase 1 / Section 1	130			65	65				
Phase 1 / Section 2	101					77	24		
Phase 2 / Section A	128			124	2	2			
Phase 2 / Section B	120				120				
Sub-Total	479								
Next Phases To Be Developed									
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

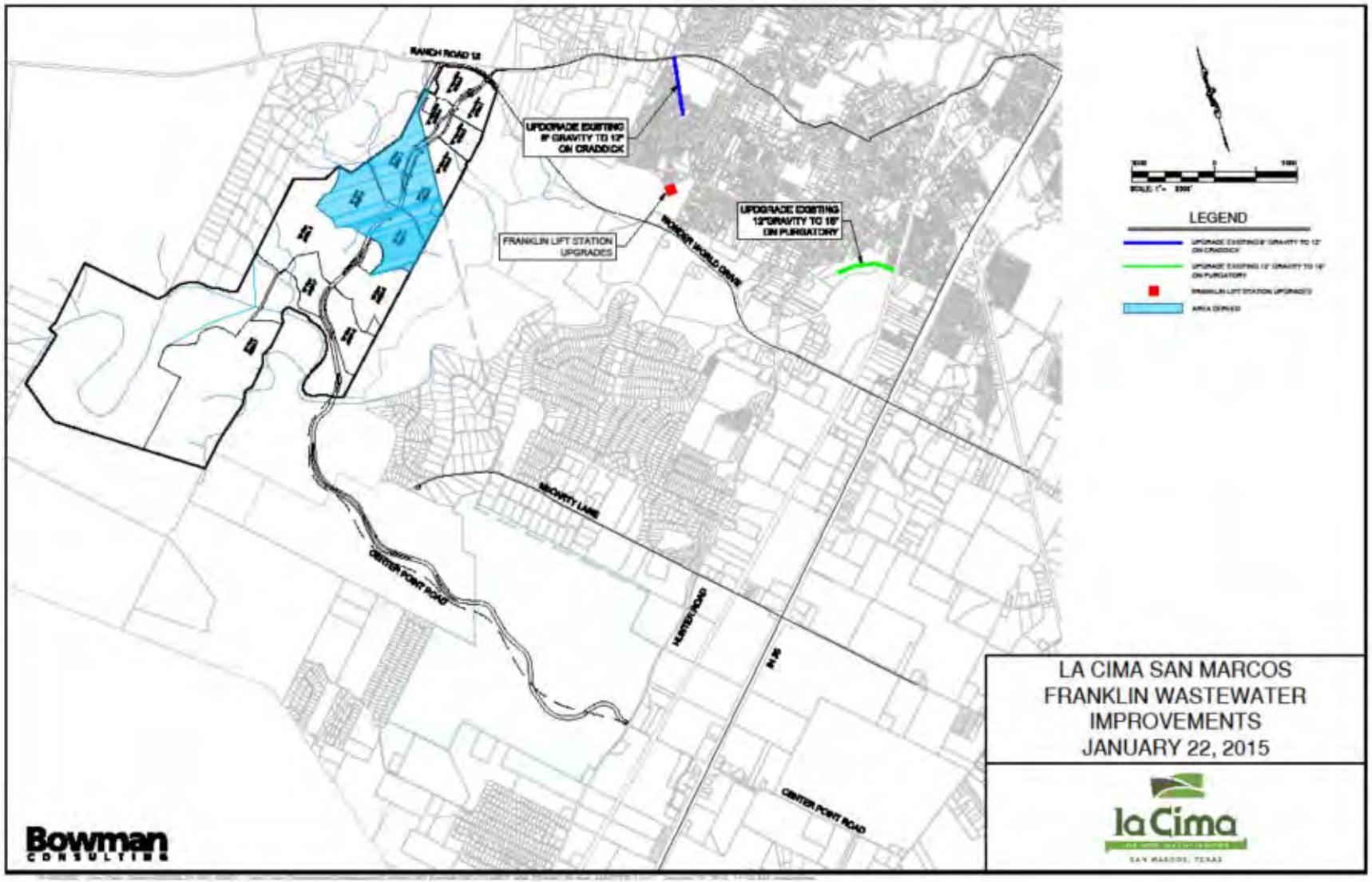
RVi

LA CIMA • **CENTRAL PARK - LOT LAYOUT STUDY - P**

EXHIBIT Q-1 – MAP OF MAJOR IMPROVEMENTS




AREA SERVED BY PHASE 1 MASTER PID ACADEMY WW SYSTEM
±4007 OF 6" FORCEMAIN (TO ACADEMY LIFT STATION)
PUMP AND ELECTRIC UPGRADES TO EXISTING ACADEMY LIFT STATION
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
PHASE 1 LIFT STATION
±2178' OF 12" GRAVITY WASTEWATER
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
UPGRADE EXISTING 12" GRAVITY TO 15" ON PURGATORY
FRANKLIN LIFT STATION UPGRADES
MONUMENT WORLD DRIVE
MONTY LANE
CENTER POINT ROAD
HUNTER ROAD
IH-35
CENTER POINT ROAD
LEGEND
LA CIMA SAN MARCOS
FRANKLIN WASTEWATER
IMPROVEMENTS
JANUARY 22, 2015
Bowman
CONSULTING
la Cima

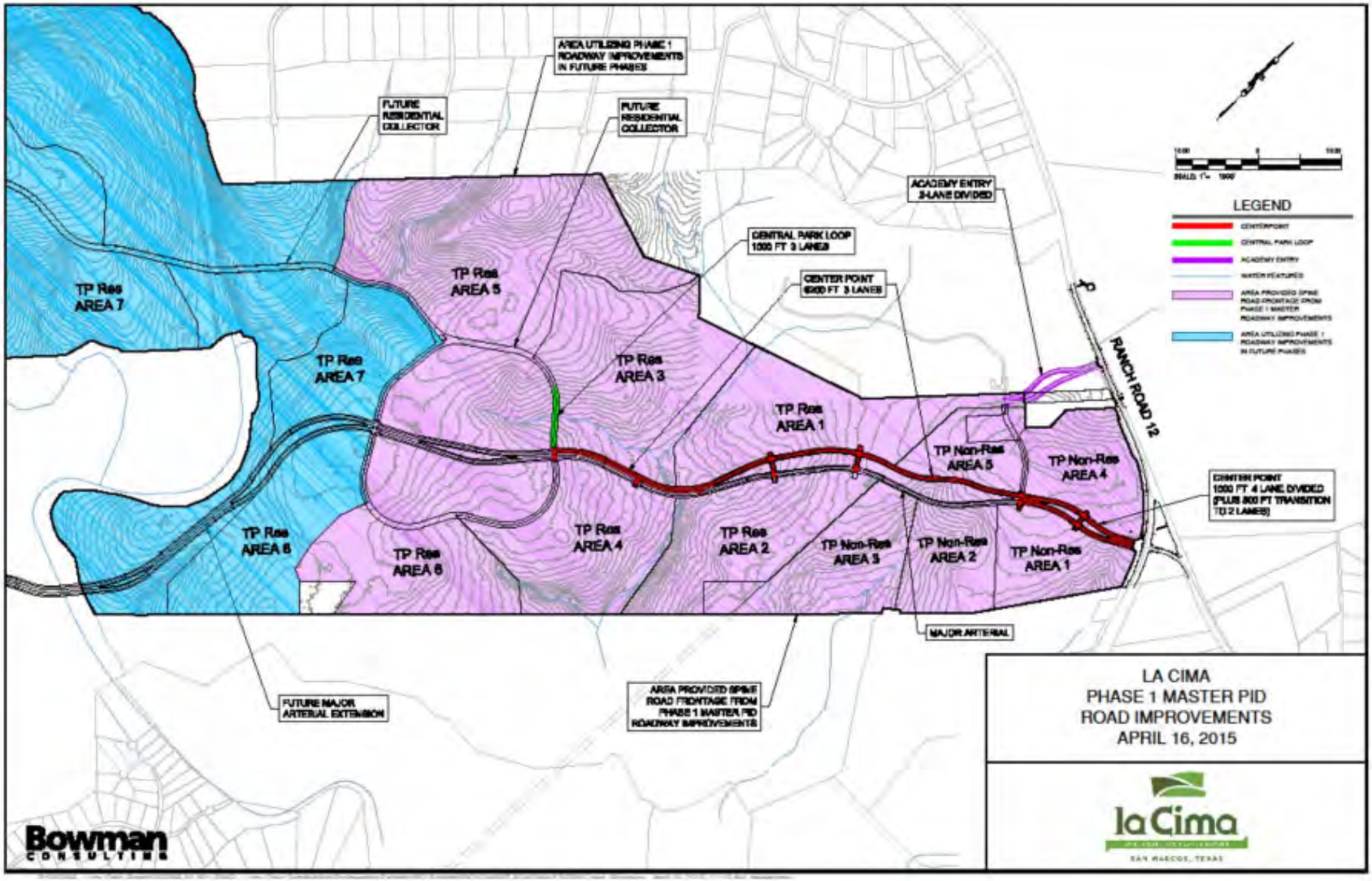

AREA UTILIZING PHASE 1 ROADWAY IMPROVEMENTS IN FUTURE PHASES
FUTURE RESIDENTIAL COLLECTOR
FUTURE RESIDENTIAL COLLECTOR
ACADEMY ENTRY 3-LANE DIVIDED
CENTRAL PARK LOOP 1000 FT 3 LANES
CENTER POINT 1000 FT 3 LANES
RANCH ROAD 12
LEGEND
CENTERPOINT
CENTRAL PARK LOOP
ACADEMY ENTRY
WATER FEATURES
AREA PROVIDED 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

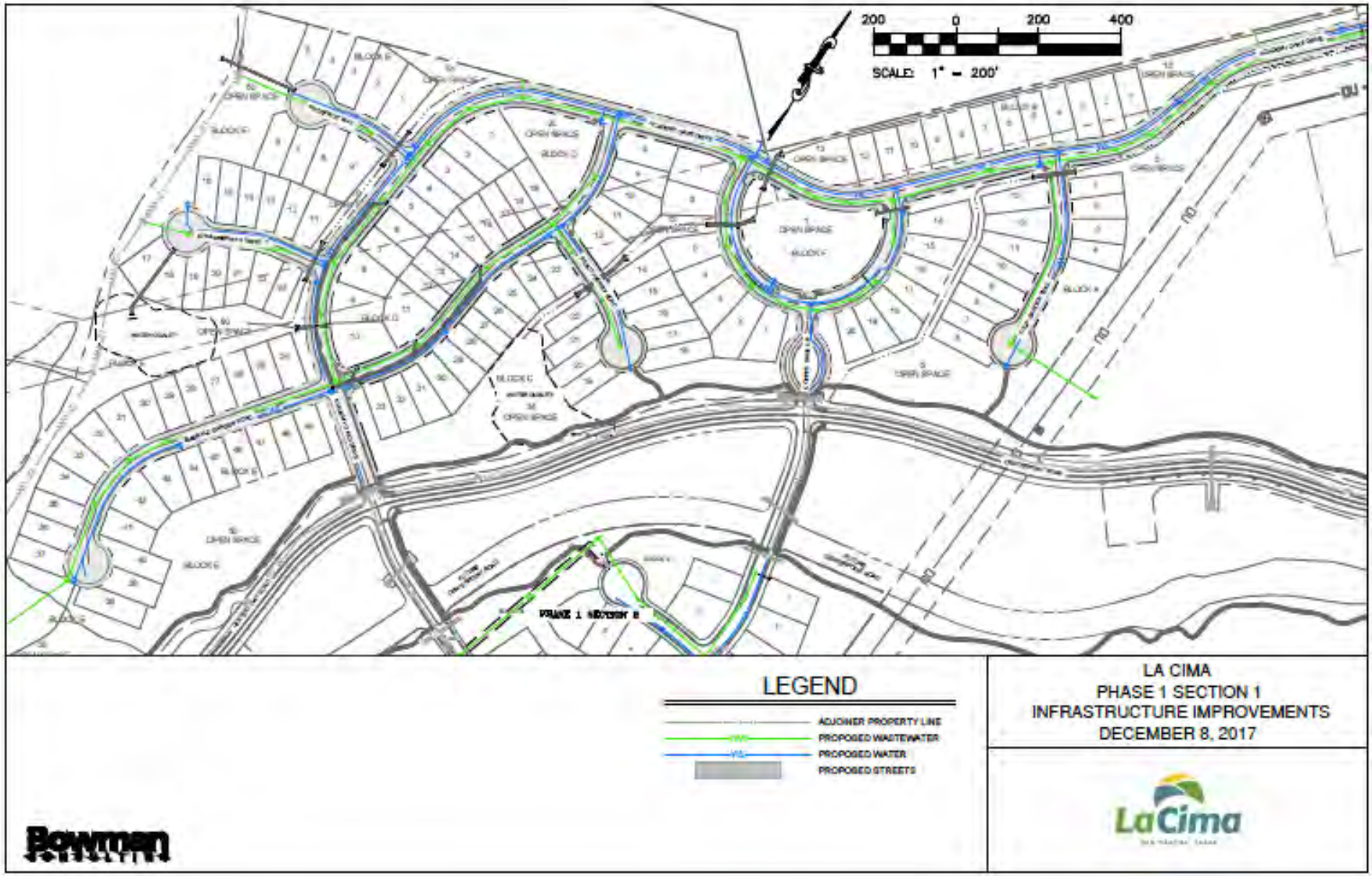


EXHIBIT Q-3 – MAP OF PHASE 1 SECTION 2 IMPROVEMENTS

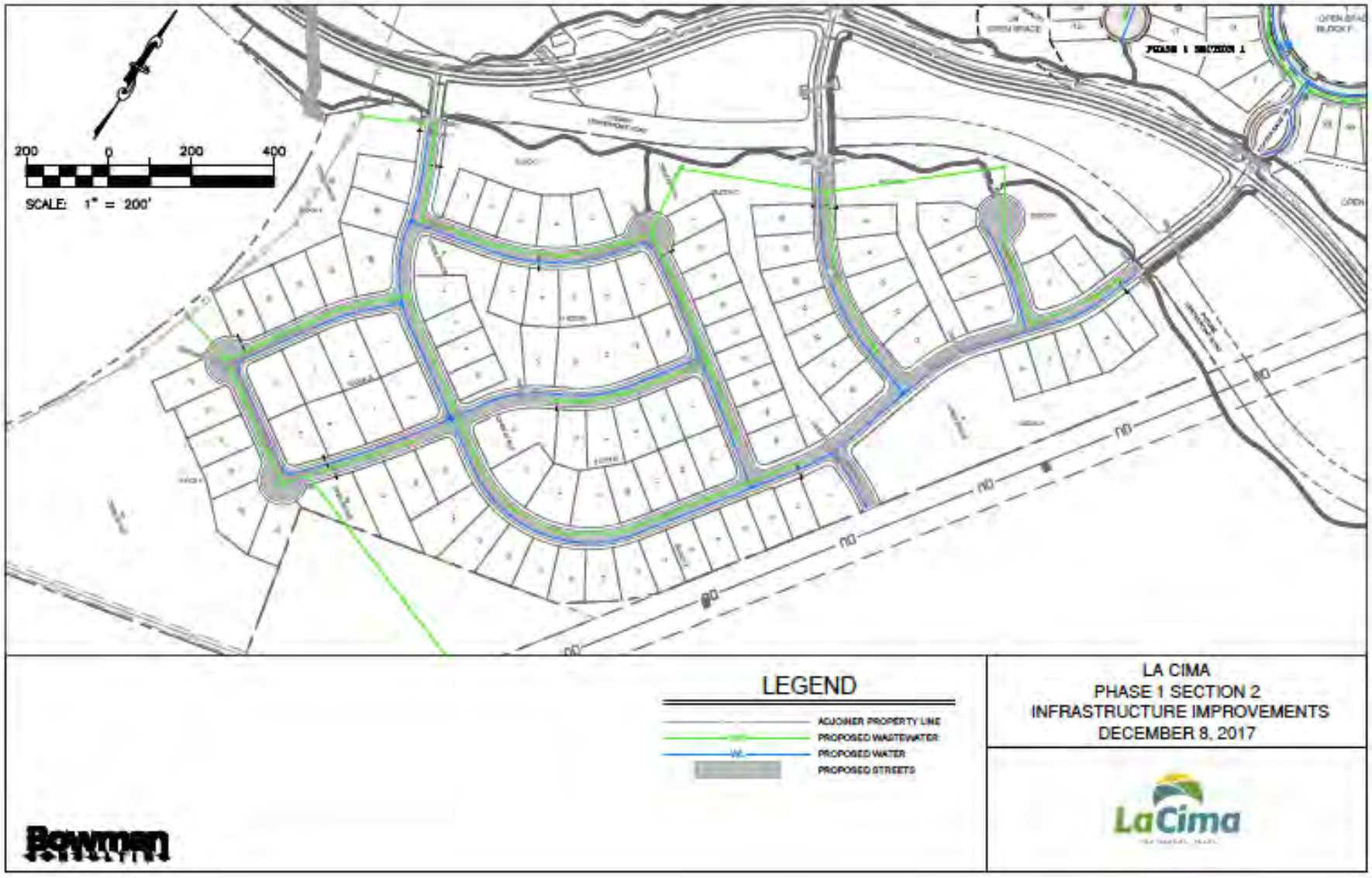


EXHIBIT Q-4 - MAP OF NEIGHBORHOOD IMPROVEMENT AREA #2 IMPROVEMENTS

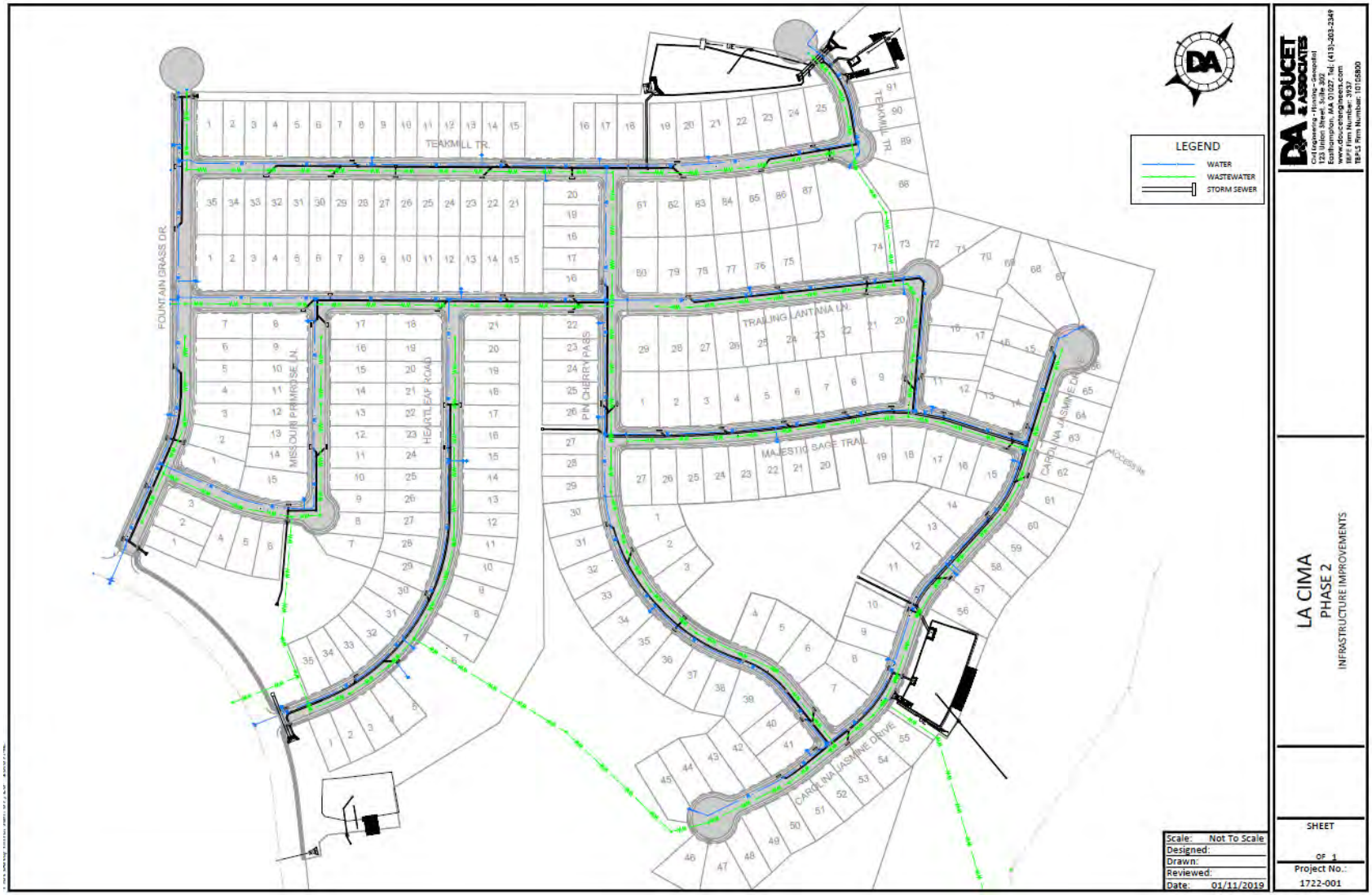
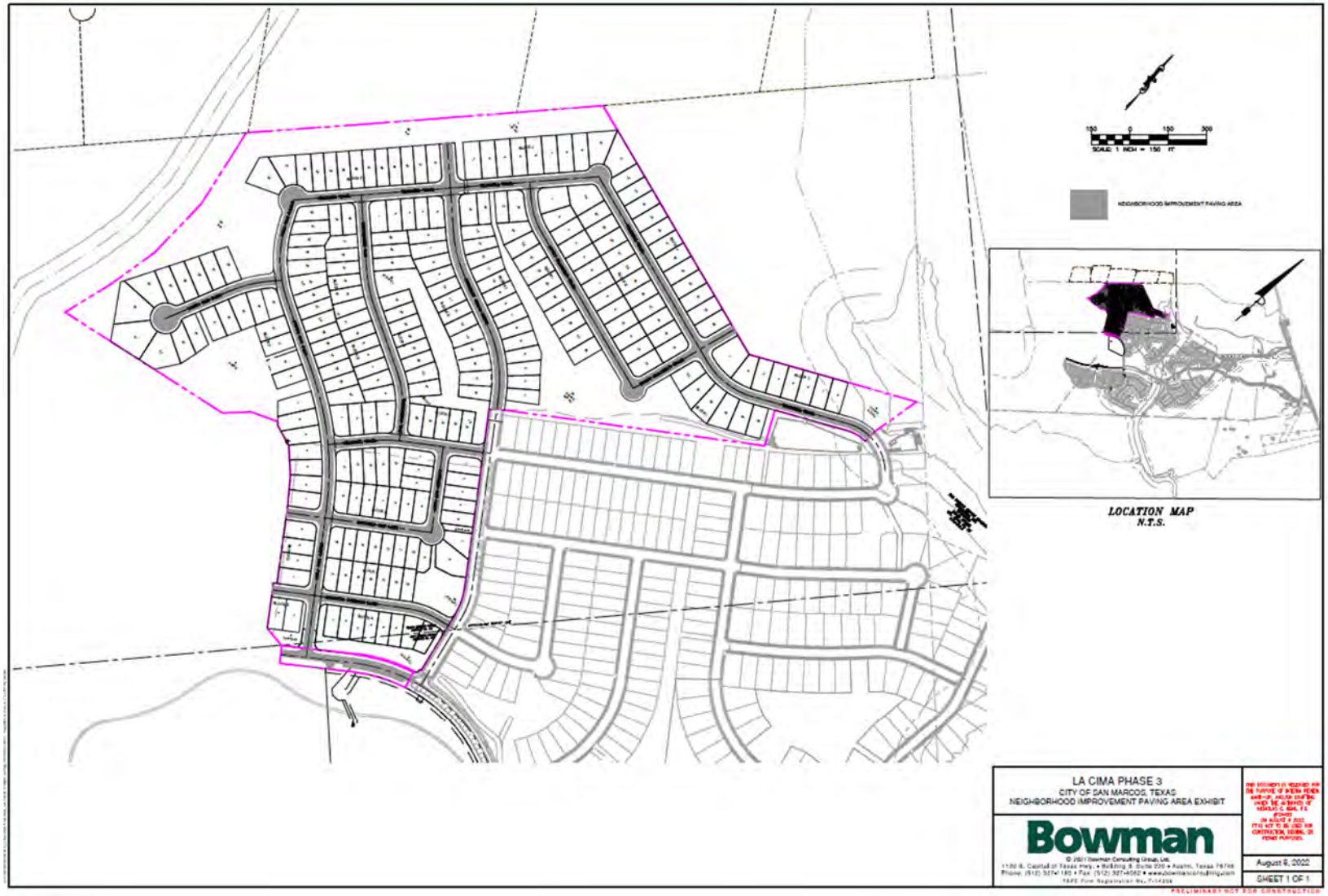
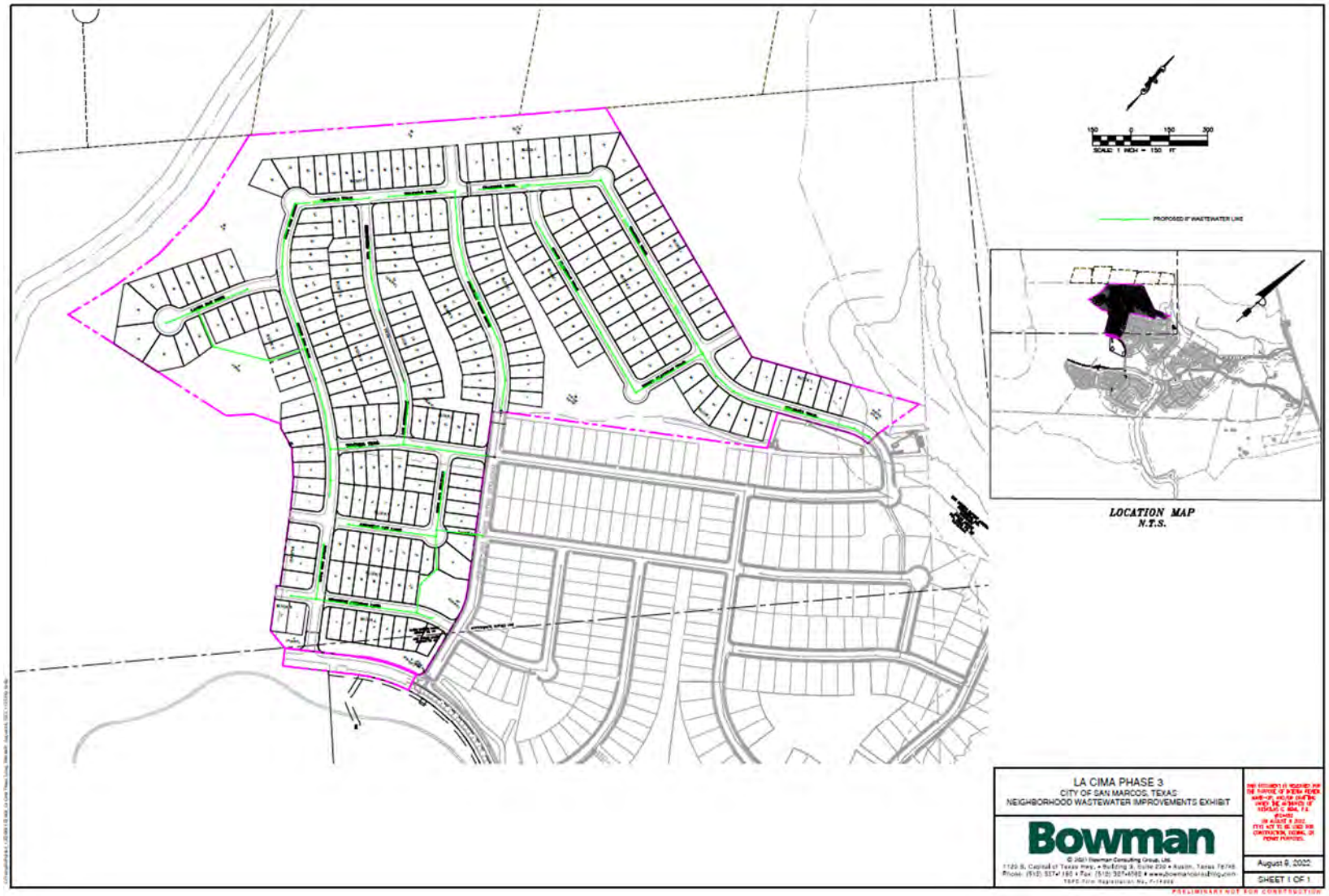
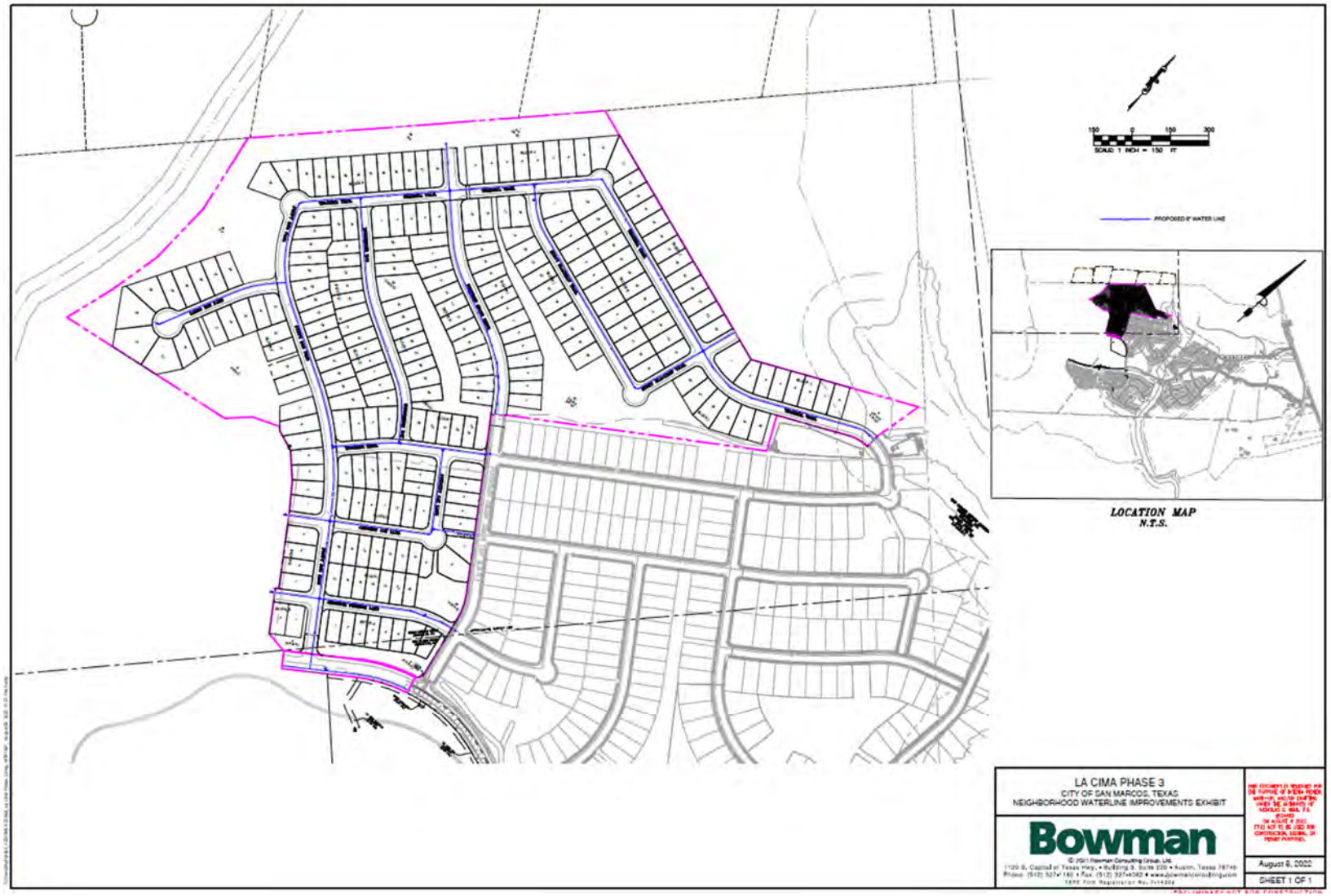


EXHIBIT Q-5 - MAP OF PHASE 3 IMPROVEMENTS




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


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

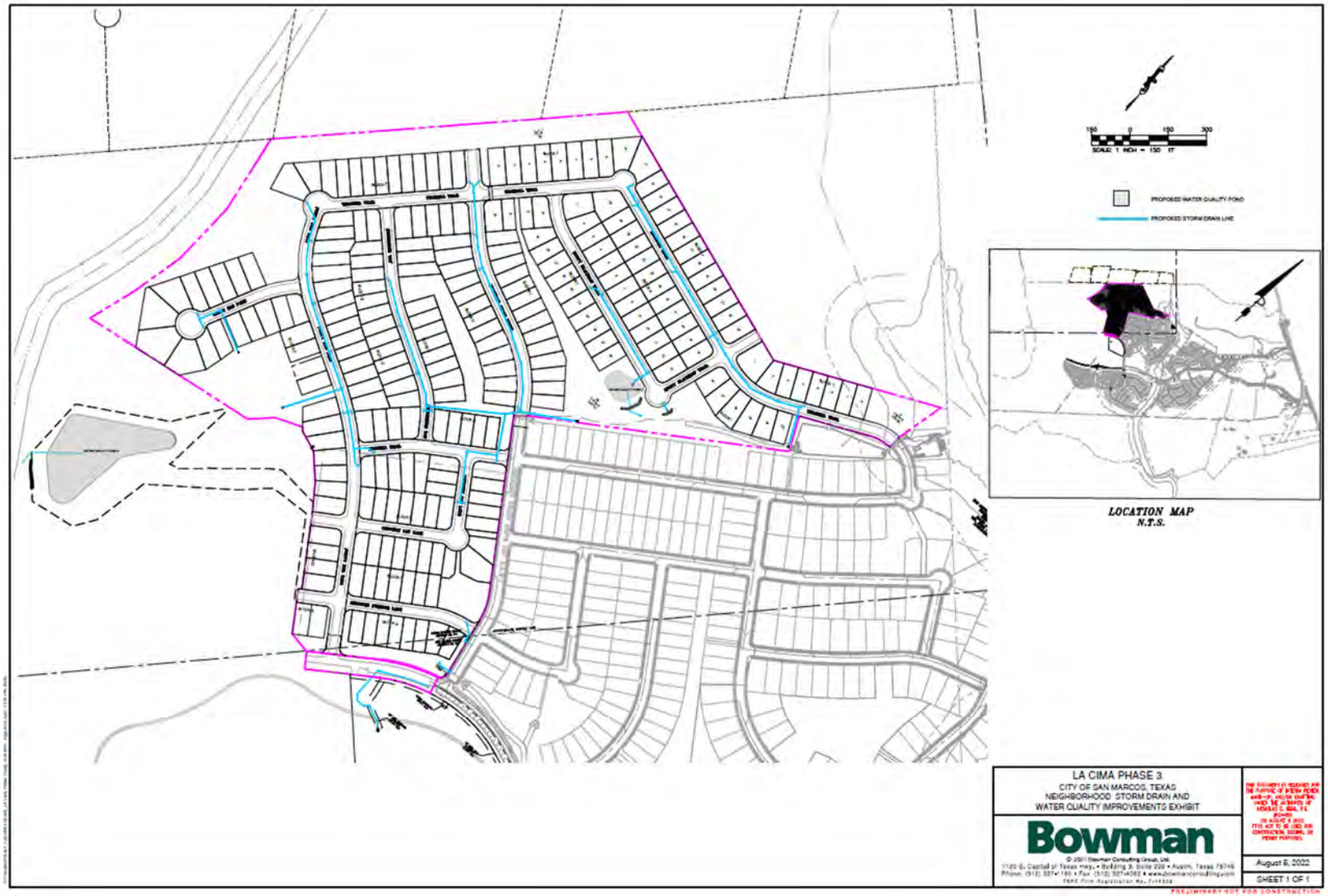
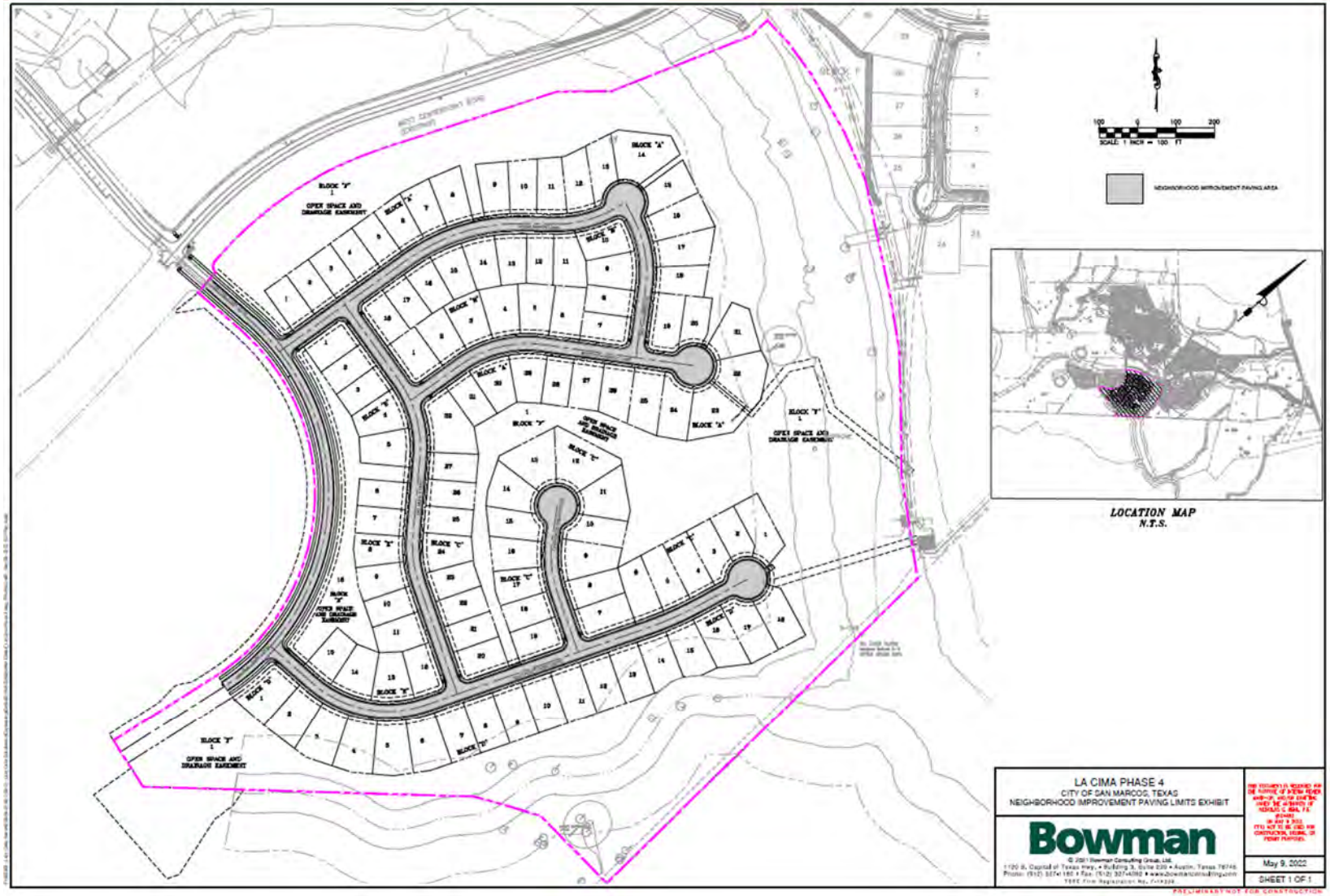
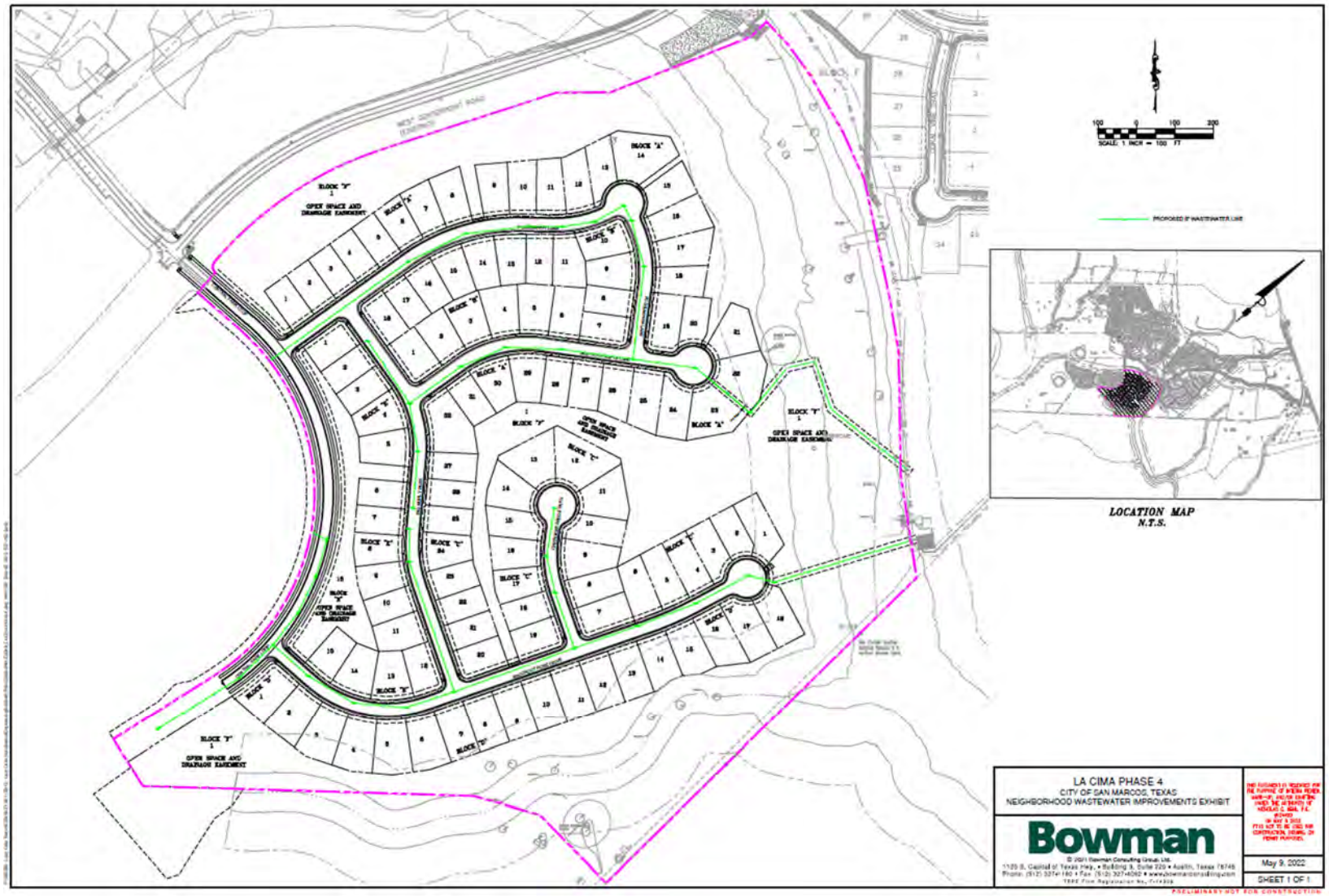
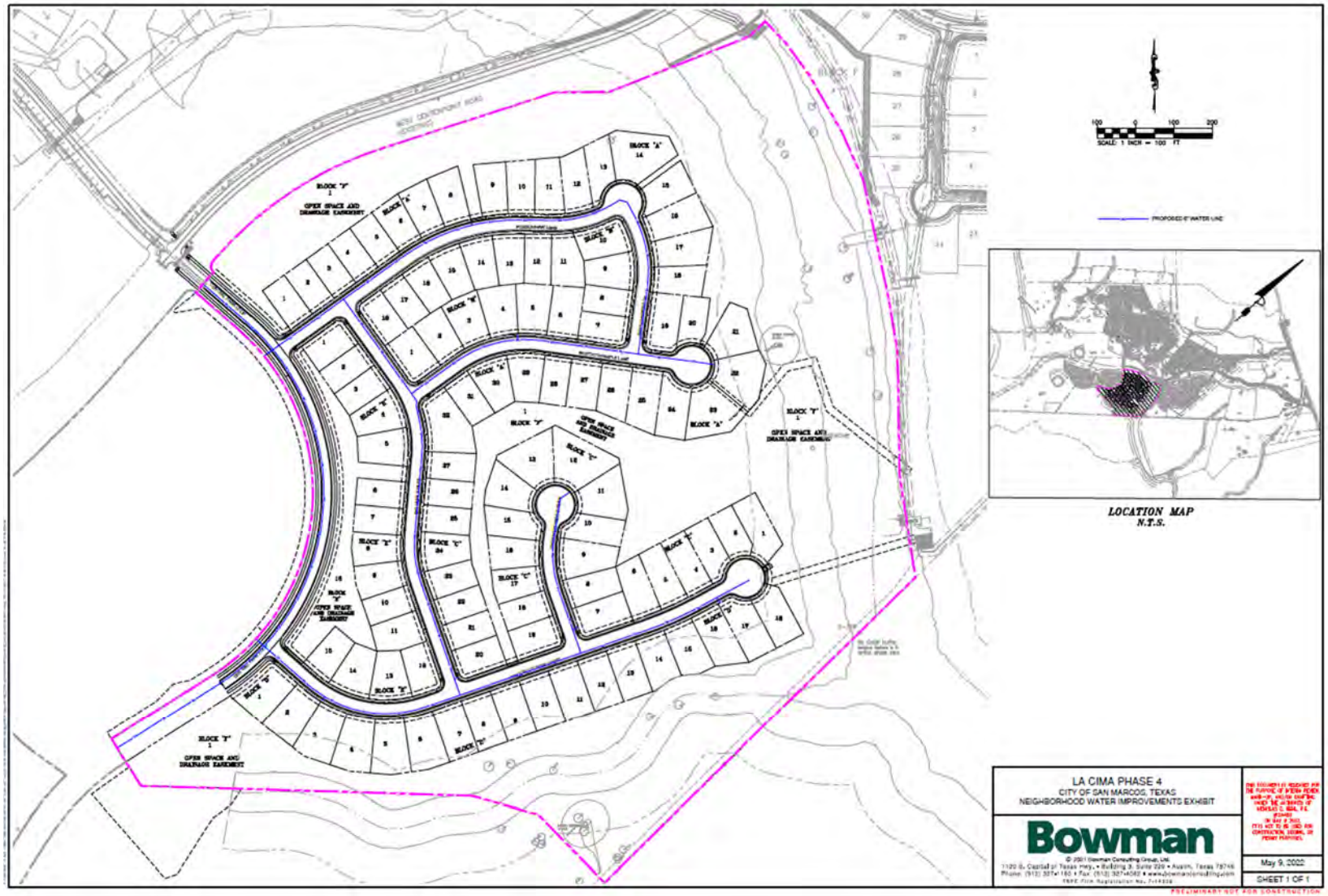

PROPOSED WATER QUALITY POND
PROPOSED STORM DRAIN LINE
LOCATION MAP
N.T.S.
LA CIMA PHASE 3
CITY OF SAN MARCOS, TEXAS
NEIGHBORHOOD STORM DRAIN AND
WATER QUALITY IMPROVEMENTS EXHIBIT
Bowman
August 8, 2022
SHEET 1 OF 1
PRELIMINARY NOT FOR CONSTRUCTION

EXHIBIT Q-6 – MAP OF PHASE 4 IMPROVEMENTS




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.


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

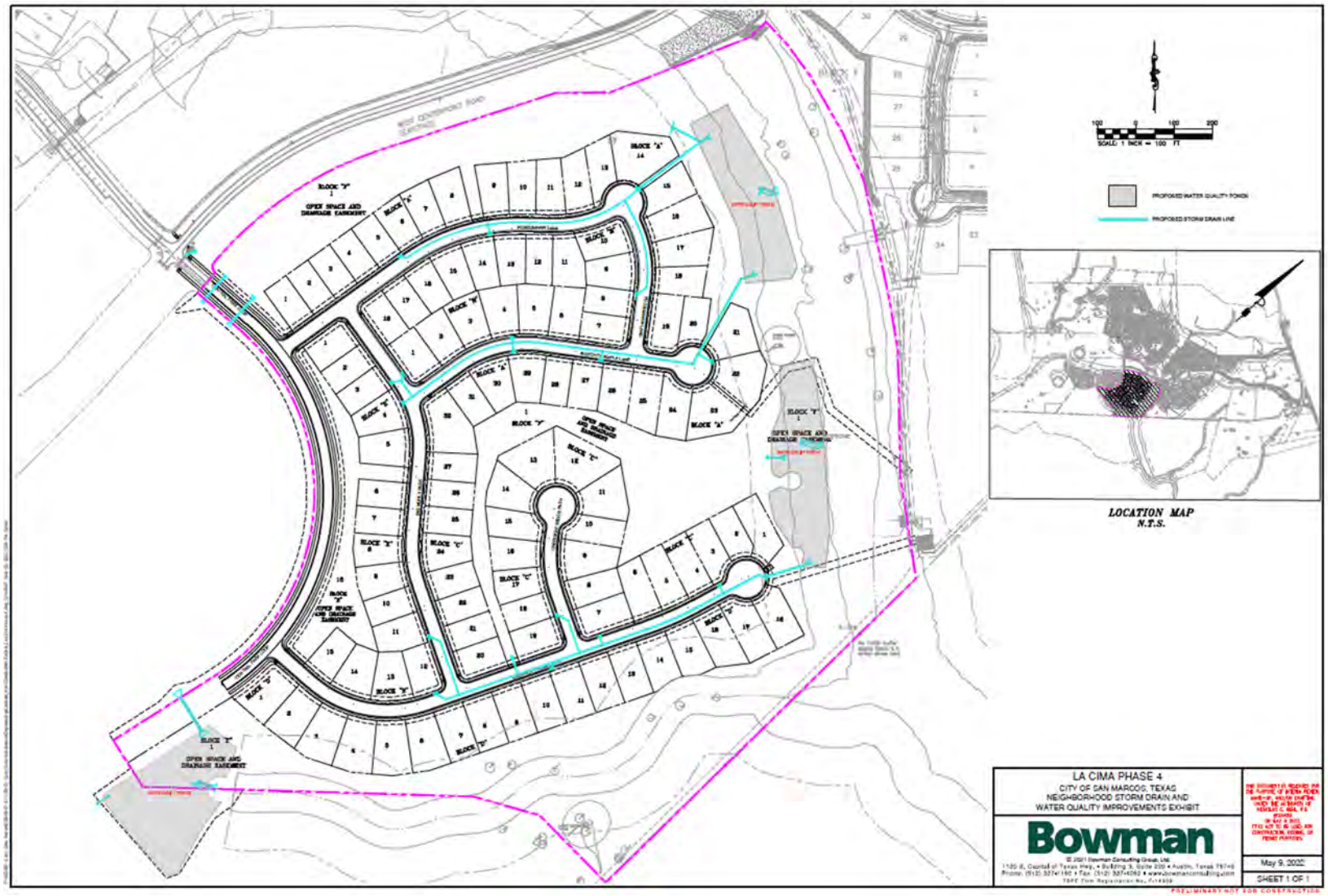
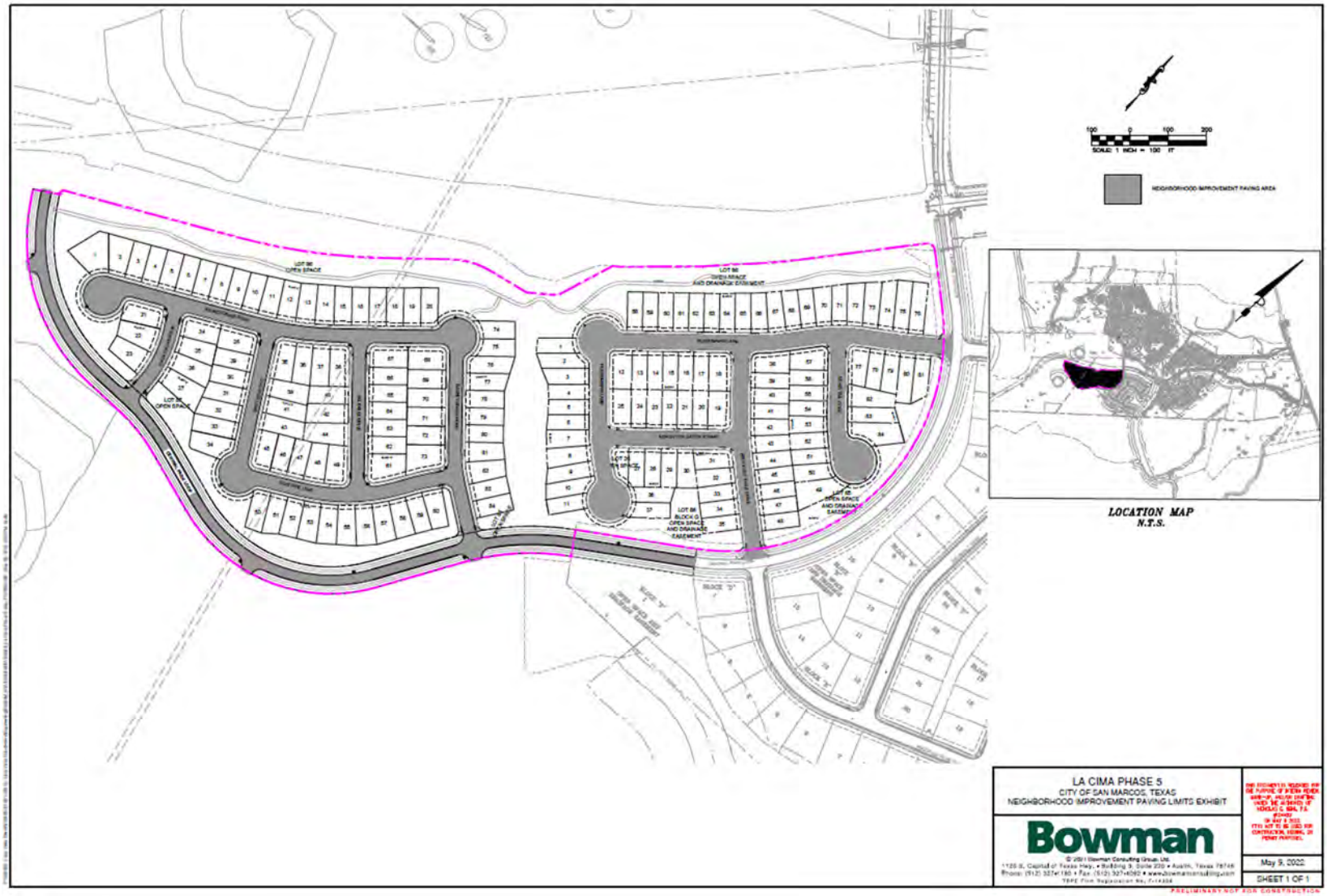
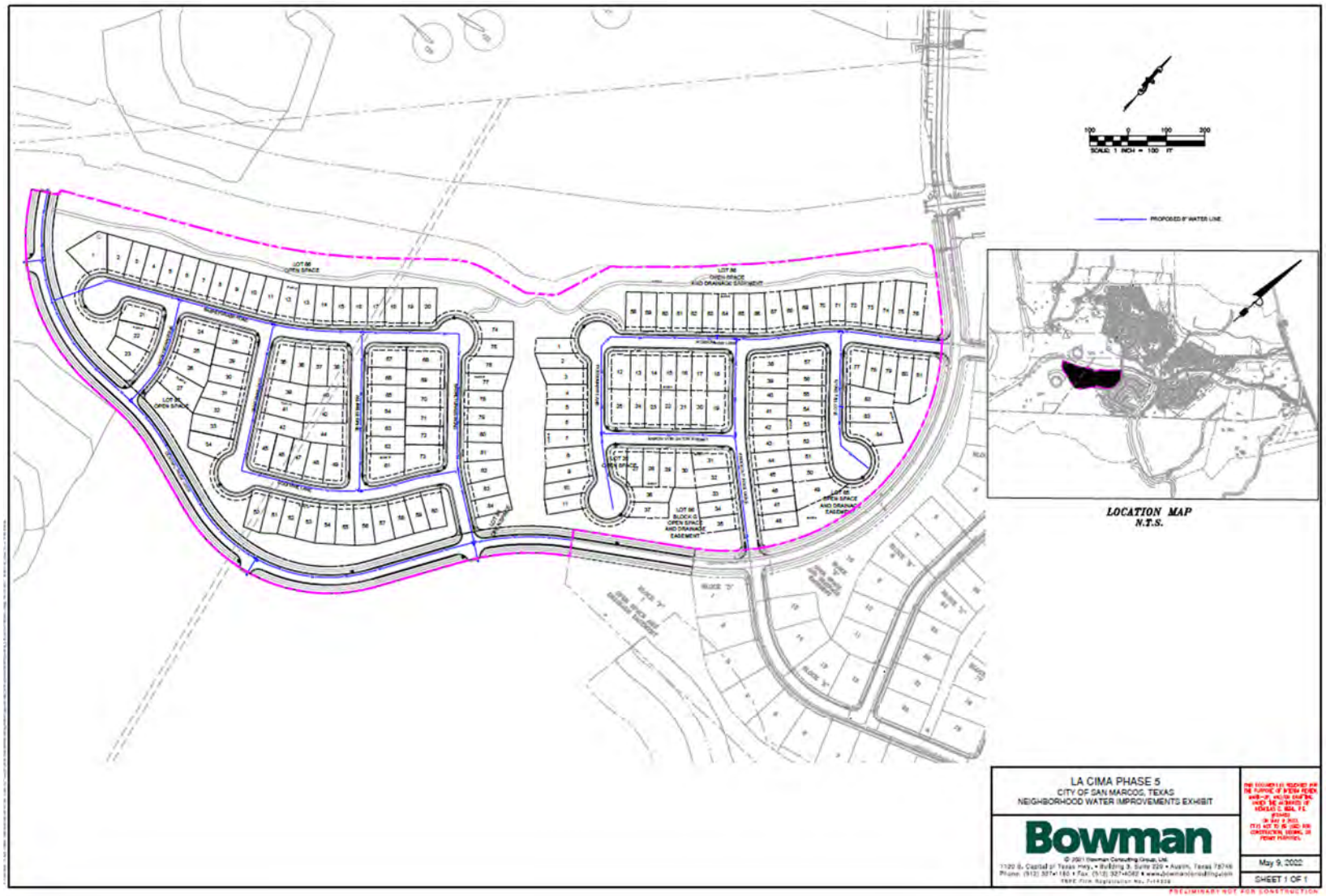


EXHIBIT Q-7 – MAP OF PHASE 5 IMPROVEMENTS


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

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


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
Bowman
May 9, 2022
SHEET 1 OF 1
PRELIMINARY NOT FOR CONSTRUCTION

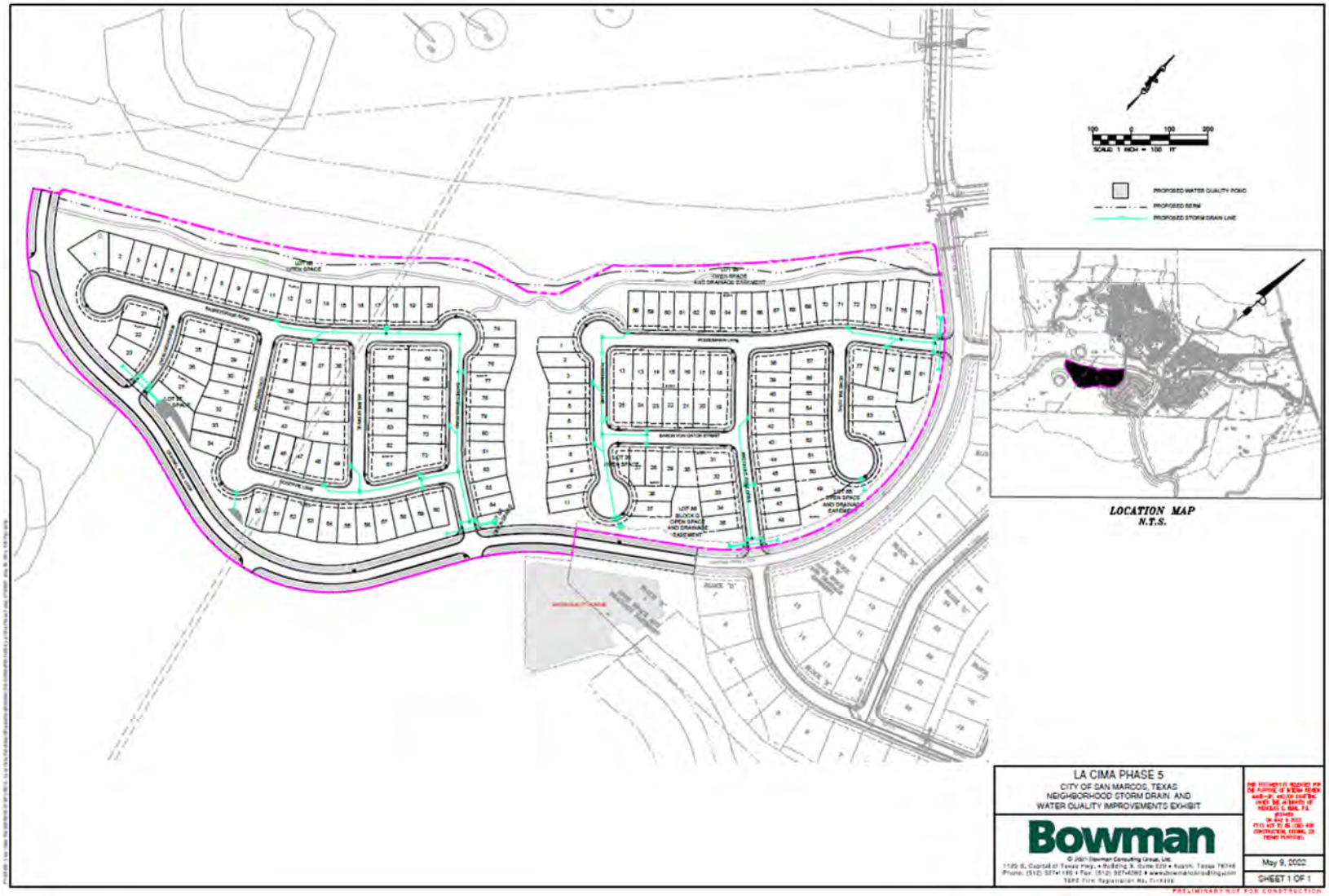

PROPOSED WATER QUALITY POND
PROPOSED BERM
PROPOSED STORM DRAIN LINE
LOCATION MAP
N.T.S.
LA CIMA PHASE 5
CITY OF SAN MARCOS, TEXAS
NEIGHBORHOOD STORM DRAIN AND
WATER QUALITY IMPROVEMENTS EXHIBIT
Bowman
May 9, 2022
SHEET 1 OF 1
PRELIMINARY NOT FOR CONSTRUCTION

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.

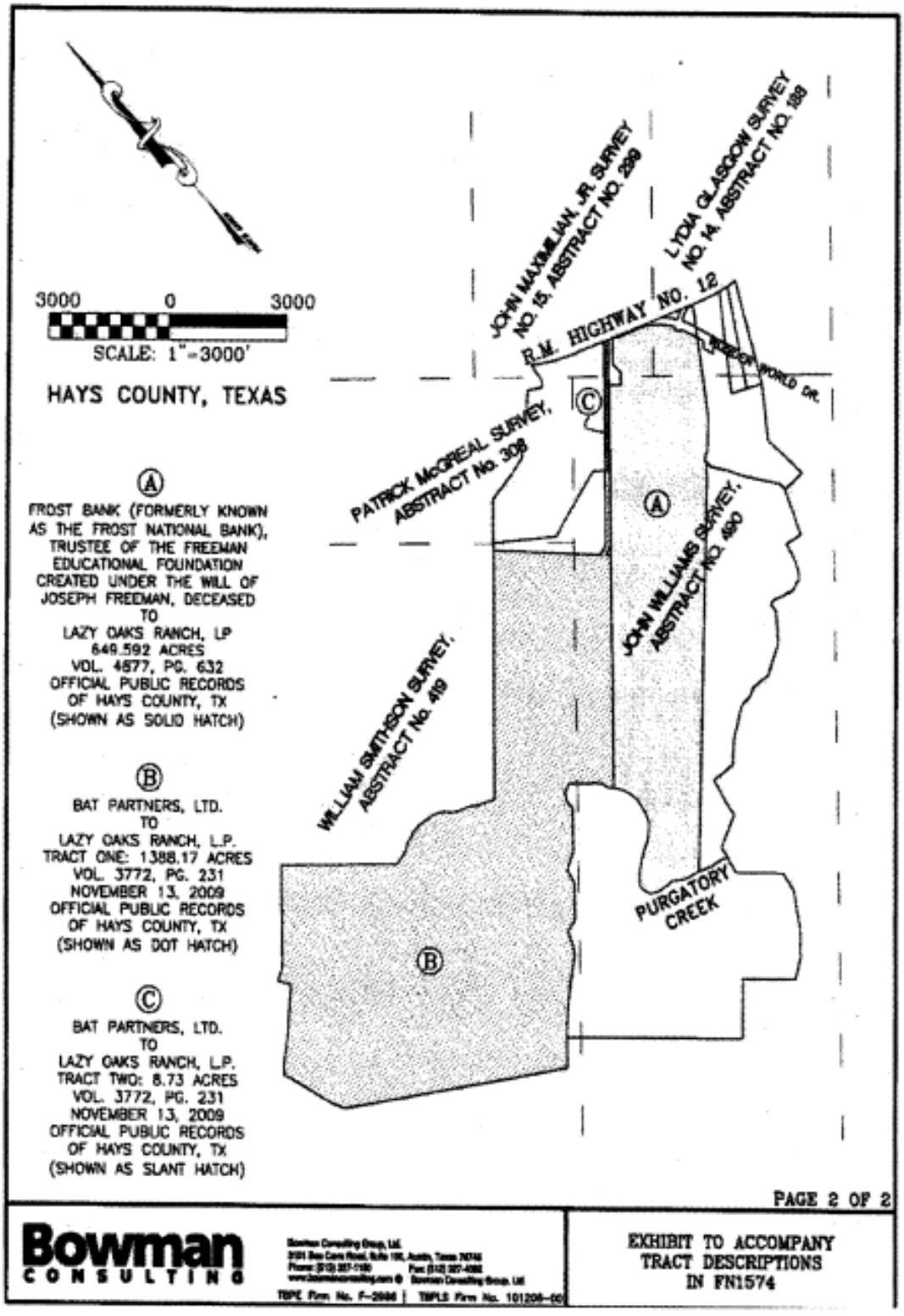

3000 0 3000
SCALE: 1"=3000'
HAYS COUNTY, TEXAS
Ⓐ
FROST BANK (FORMERLY KNOWN AS THE FROST NATIONAL BANK), TRUSTEE OF THE FREEMAN EDUCATIONAL FOUNDATION CREATED UNDER THE WILL OF JOSEPH FREEMAN, DECEASED
TO
LAZY OAKS RANCH, LP
649.592 ACRES
VOL. 4877, PG. 632
OFFICIAL PUBLIC RECORDS
OF HAYS COUNTY, TX
(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)
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
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-309
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. 309, 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 650.9 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

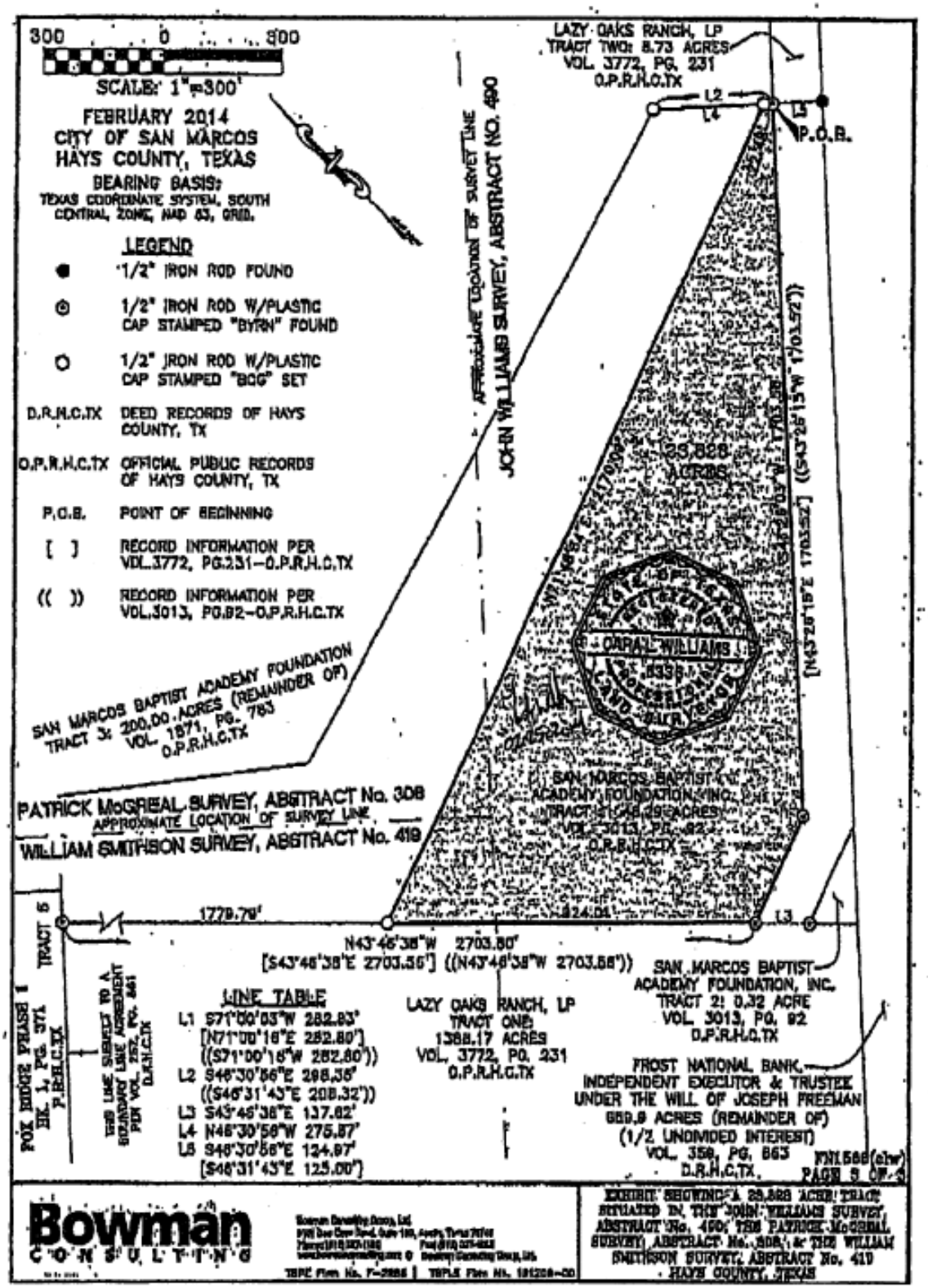

300 0 300
SCALE: 1"=300'
FEBRUARY 2014
CITY OF SAN MARCOS
HAYS COUNTY, TEXAS
BEARING BASIS:
TEXAS COORDINATE SYSTEM, SOUTH CENTRAL, ZONE, NAD 83, GRID.
LEGEND
1/2" IRON ROD FOUND
1/2" IRON ROD W/PLASTIC CAP STAMPED "BYRN" FOUND
1/2" IRON ROD W/PLASTIC CAP STAMPED "BCG" SET
D.R.H.C.TX DEED RECORDS OF 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
L2
L4
L5
P.O.B.
JOHN WILLIAMS SURVEY, ABSTRACT NO. 490
APPROXIMATE LOCATION OF SURVEY LINE
[N43°26'15"W 1703.52'] ((S43°28'15"W 1703.52'))
28.828 ACRES
ORAL WILLIAMS
5338
REGISTERED
LAND SURVEYOR
STATE OF TEXAS
SAN MARCOS BAPTIST ACADEMY FOUNDATION
TRACT 3: 200.00 ACRES (REMAINDER OF)
VOL. 1871, PG. 783
O.P.R.H.C.TX
SAN MARCOS BAPTIST ACADEMY FOUNDATION, INC.
TRACT 2: 148.29 ACRES
VOL. 3013, PG. 82
O.P.R.H.C.TX
PATRICK McGREAL SURVEY, ABSTRACT No. 308
APPROXIMATE LOCATION OF SURVEY LINE
WILLIAM SMITHSON SURVEY, ABSTRACT No. 419
TRACT 6
FOX RIDGE PHASE 1
EK. L, PG. 371
P.R.H.C.TX
1779.79'
824.01'
L3
N43°46'38"W 2703.80'
[S43°46'38"E 2703.56'] ((N43°46'38"W 2703.88'))
TRUE LINE SUBJECT TO A BOUNDARY LINE AGREEMENT FOR VOL. 252, PG. 861 D.R.H.C.TX
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
SAN MARCOS BAPTIST ACADEMY FOUNDATION, INC.
TRACT 2: 0.32 ACRE
VOL. 3013, PG. 82
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.
FN1588(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

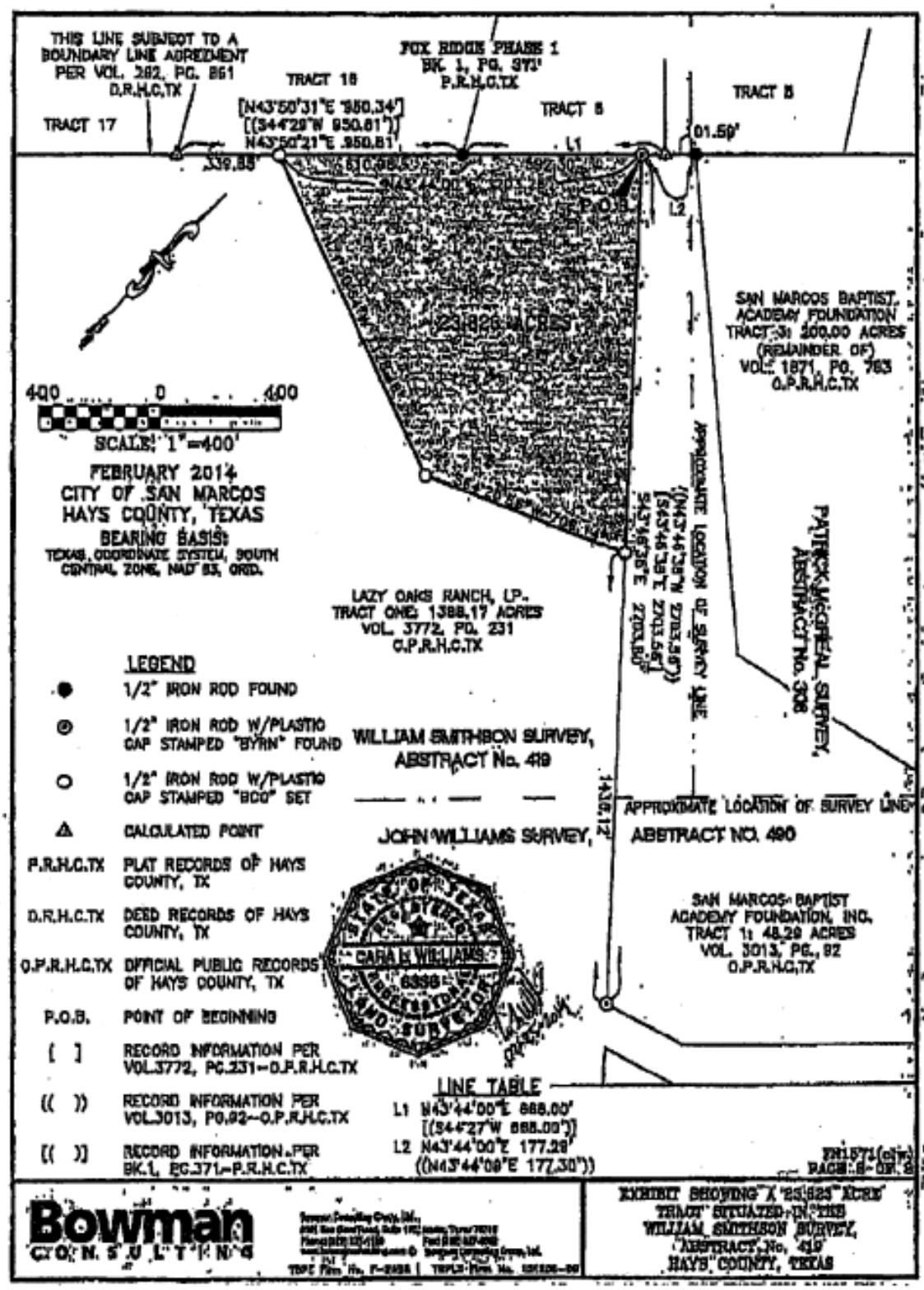

THIS LINE SUBJECT TO A BOUNDARY LINE AGREEMENT PER VOL. 282, PG. 861 D.R.H.C.TX
FOX RIDGE PHASE 1 BK. 1, PG. 371 P.R.H.C.TX
TRACT 18
TRACT 17
TRACT 5
[N43°50'31"E 950.34']
[(S44°29"W 950.81')]
N43°50'21"E 950.81'
339.85'
P.O.B.
SAN MARCOS BAPTIST ACADEMY FOUNDATION TRACT 3: 200.00 ACRES (REMAINDER OF) 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
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'))
Bowman CONSULTING
EXHIBIT SHOWING "X" "23.823" ACRES TRACT SITUATED IN THE WILLIAM SMITHSON SURVEY, ABSTRACT No. 419 HAYS COUNTY, TEXAS

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. 5956-01-003
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

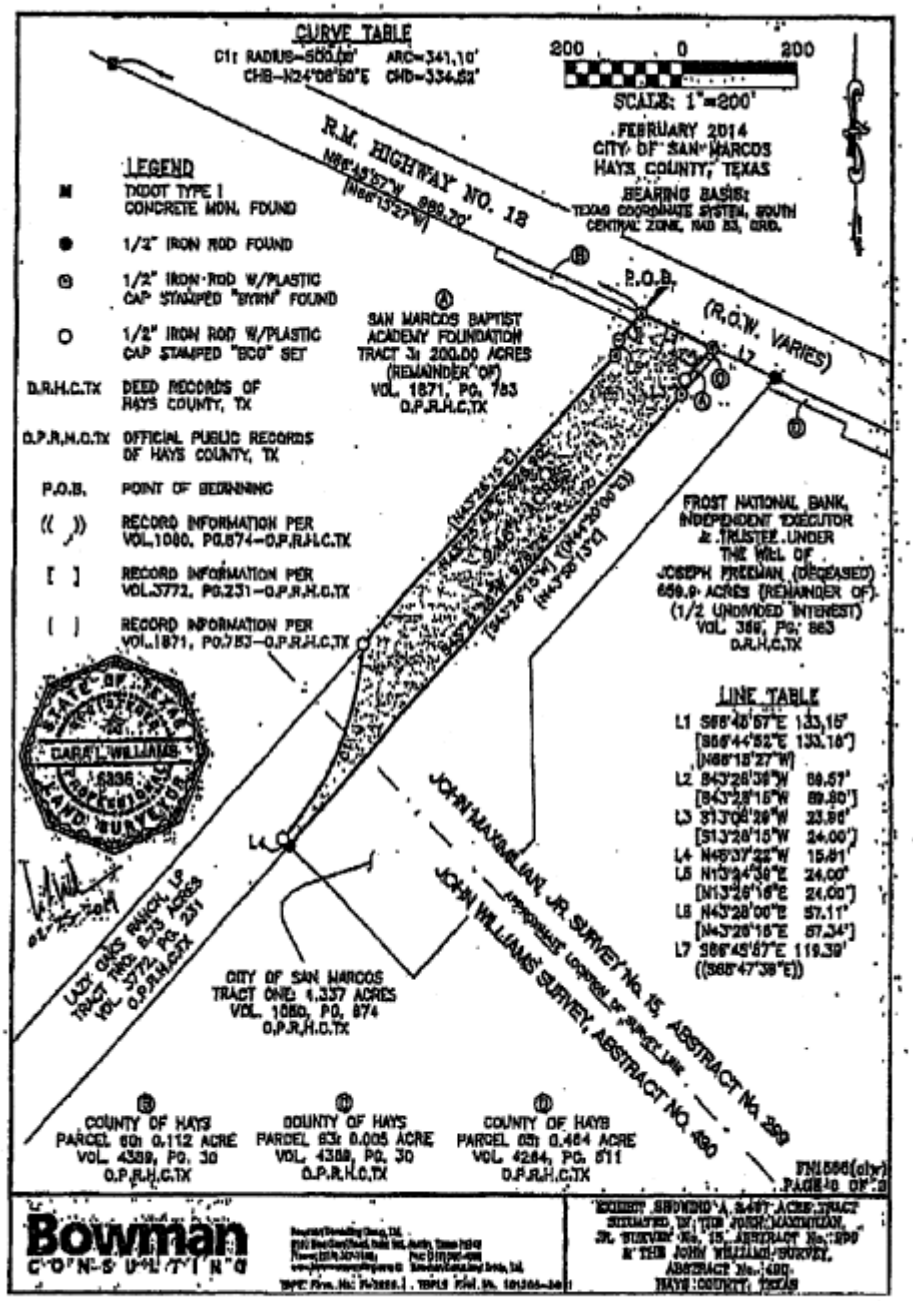

CURVE TABLE
C1: RADIUS=600.00' ARC=341.10'
CHB=N24°06'50"E CHD=334.62'
200 0 200
SCALE: 1"=200'
FEBRUARY 2014
CITY OF SAN MARCOS
HAYS COUNTY, TEXAS
BEARING BASIS:
TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NAD 83, GRID.
R.M. HIGHWAY NO. 12
N66°45'57"W 889.70'
[N66°13'27"W]
(R.O.W. VARIES)
P.O.B.
LEGEND
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. 366, 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 23.96' [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 ONE: 8.73 ACRES VOL. 3772, PG. 231 O.P.R.H.C.TX
CITY OF SAN MARCOS TRACT ONE: 1.337 ACRES VOL. 1080, PG. 874 O.P.R.H.C.TX
JOHN MAXIMILIAN, JR. SURVEY No. 15, ABSTRACT No. 290
JOHN WILLIAMS SURVEY, ABSTRACT NO. 490
B COUNTY OF HAYS PARCEL 62: 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

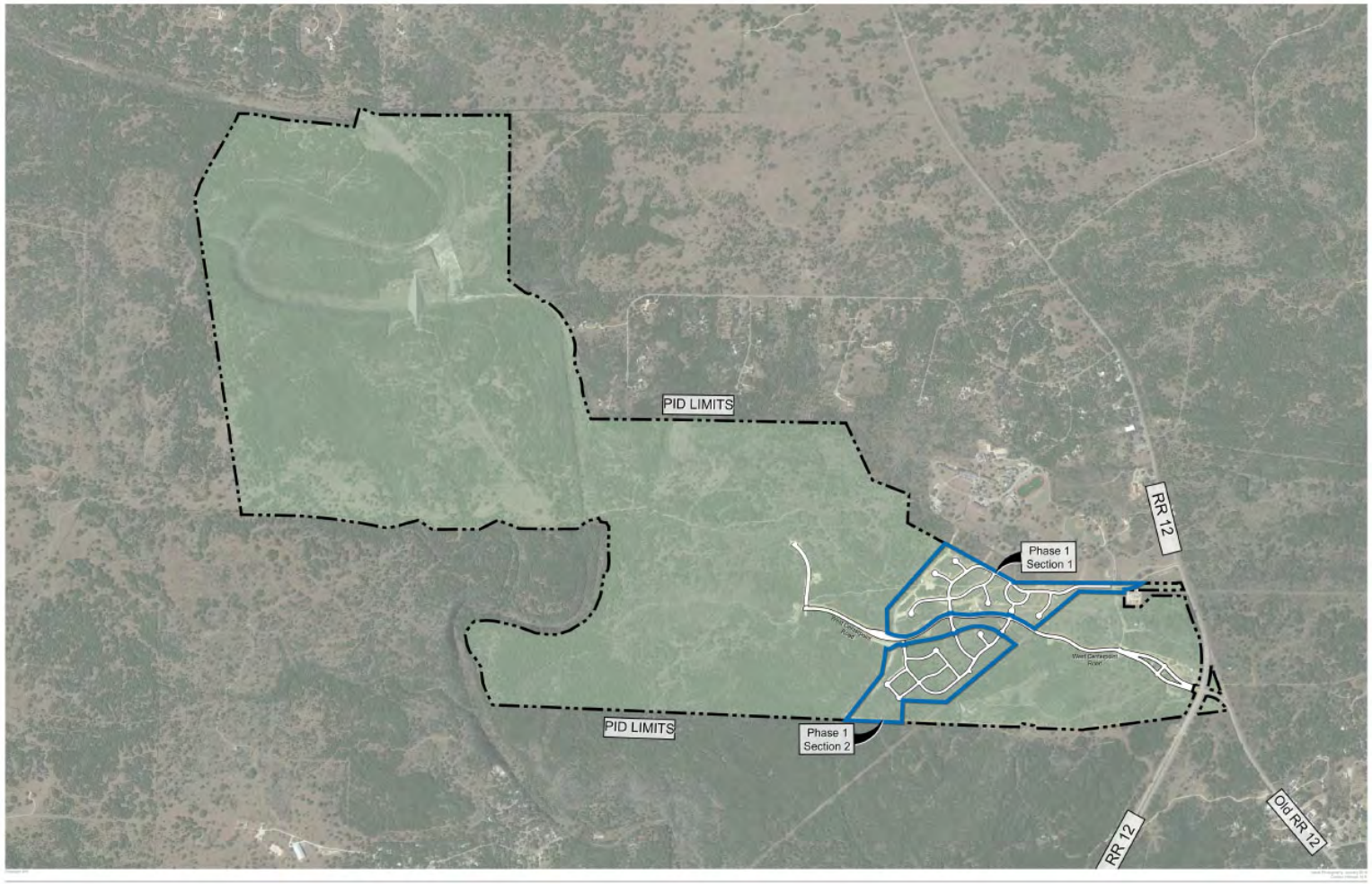


EXHIBIT U-1 – PHASE 1 SECTION 1 LEGAL DESCRIPTION

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 §

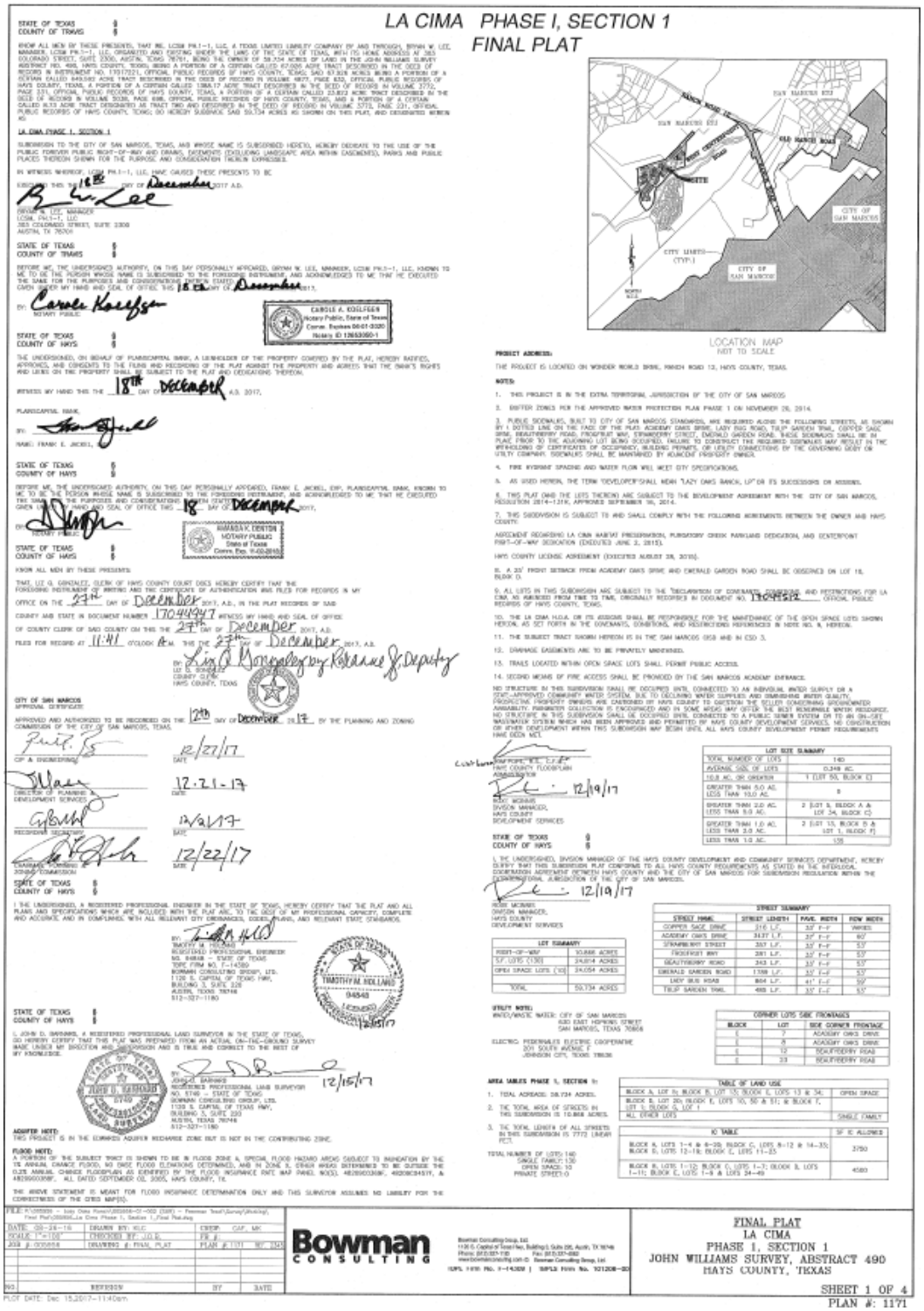
That I, John D. Barnard, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a series of surveys made on the ground during the months of December 2013 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



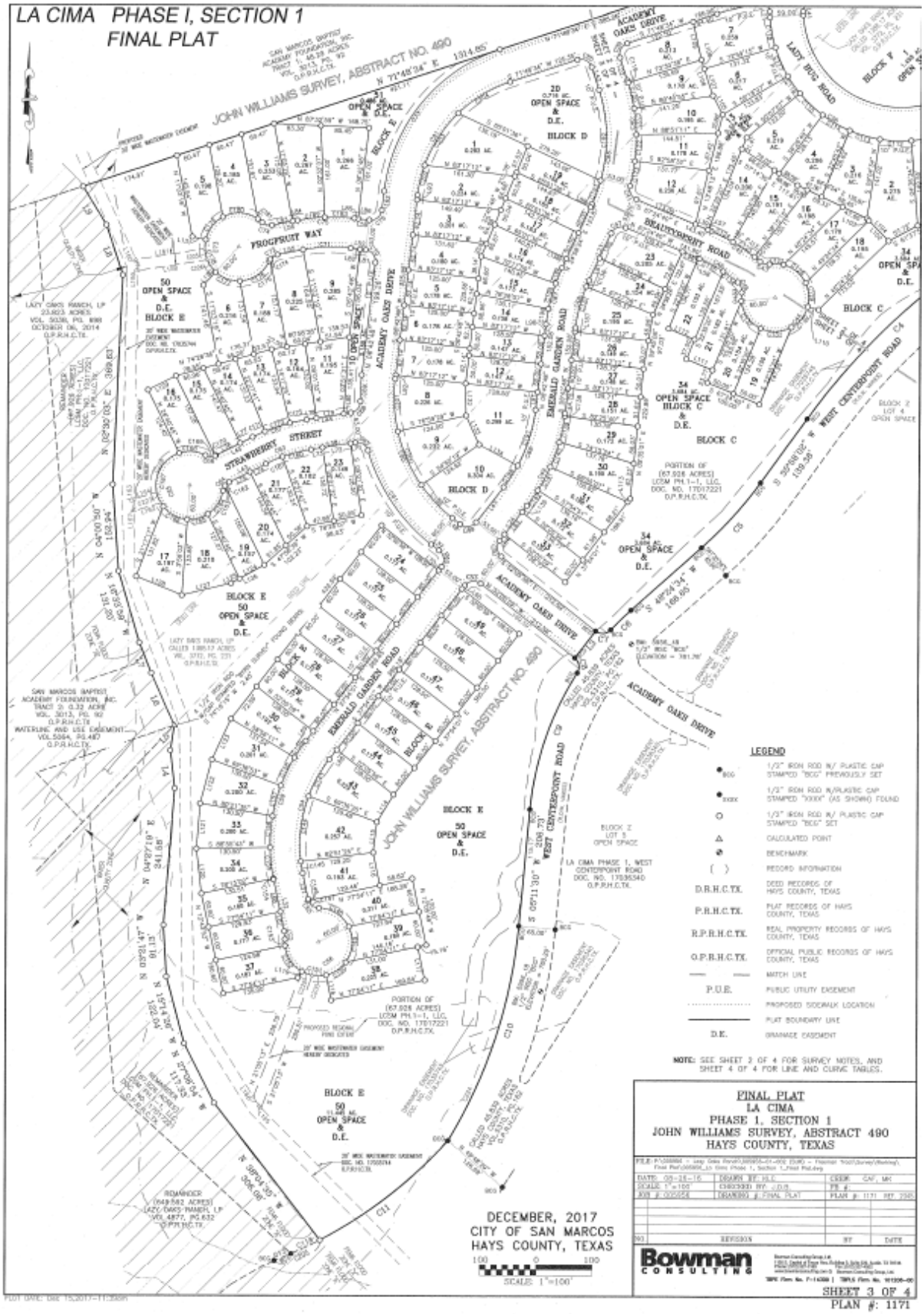
LA CIMA PHASE I, SECTION 1
FINAL PLAT

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
SAN MARCOS BAPTIST ACADEMY FOUNDATION TRACT 3, 200.00 ACRES (REMAINDER OF 765 ACRES) VOL. 1871, PG. 765 O.P.R.H.C.TX.
REMAINDER (540.502 ACRES) LAZY OAKS RANCH, LP VOL.4877, PG.632 O.P.R.H.C.TX.
PORTION OF (67.926 ACRES) LCSM PH.1-1, LLC, DOC. NO. 17017221 O.P.R.H.C.TX.
REMAINDER OF (67.926 ACRES) LCSM PH.1-1, 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.
BLOCK A
BLOCK B
BLOCK C
BLOCK F
BLOCK Z
OPEN SPACE & D.E.
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 "5300" (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
BEAUTYBERRY ROAD
LADY BUG ROAD
WEST CENTERPOINT ROAD
BLOCK C
BLOCK D
BLOCK E
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
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 3 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°55'08" W	101.38'
L7	N 21°45'43" W	57.66'
L8	N 18°20'38" W	93.11'
L9	N 27°45'46" W	70.48'
L10	S 46°38'56" 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	2.33'
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 24°58'24" E	91.76'
L24	N 21°34'01" 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	S 78°58'41" E	46.96'
L34	S 78°58'41" W	46.96'
L35	S 83°17'12" W	36.87'
L36	S 28°40'24" 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	6.95'
L42	N 18°11'36" W	63.80'
L43	S 83°19'15" E	73.71'
L44	S 80°58'28" E	79.74'
L45	S 82°19'15" E	73.71'
L46	S 67°24'40" E	29.87'
L47	N 27°45'01" E	70.88'
L48	S 62°08'06" 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	28.60'
L53	N 04°54'12" W	5.54'
L54	S 39°42'24" E	64.62'
L55	S 39°56'41" E	46.08'
L56	N 78°58'41" E	46.08'
L57	S 87°24'40" E	5.93'
L58	S 87°24'40" E	3.58'
L59	S 83°17'12" E	36.87'
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°54'51" E	58.00'
L64	N 37°54'51" E	14.37'
L65	N 37°54'51" E	7.54'
L66	N 37°54'51" E	21.64'
L67	N 12°05'49" W	34.99'
L68	N 12°05'49" W	38.25'
L69	N 37°54'51" E	21.64'
L70	N 37°54'04" E	8.02'
L71	N 80°58'28" E	8.98'
L72	N 80°58'28" E	30.80'
L73	N 80°58'28" E	30.35'
L74	N 63°19'15" E	31.85'
L75	N 63°19'15" E	42.86'
L76	N 63°19'15" E	48.55'
L77	N 63°19'15" E	24.19'
L78	N 88°58'28" E	17.60'
L79	N 88°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	16.87'
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	8.14'
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	8.81'
L94	S 31°35'51" E	65.12'
L95	N 13°53'18" E	28.00'
L96	S 29°51'18" E	36.69'
L97	S 48°42'23" E	68.60'
L98	S 04°54'12" E	17.39'
L99	S 24°01'10" E	46.96'
L100	S 48°42'23" E	60.23'
L101	S 84°54'12" E	17.32'
L102	S 46°39'28" E	50.85'
L103	S 46°39'28" E	5.30'
L104	S 44°39'28" E	66.32'
L105	N 37°56'25" E	37.69'
L106	N 35°11'18" W	68.49'
L107	S 54°34'40" E	50.08'
L108	S 83°24'40" E	50.08'
L109	N 83°24'40" W	50.08'
L110	S 83°24'40" E	3.13'
L111	N 37°28'06" E	36.46'
L112	N 06°48'04" E	54.16'
L113	N 12°05'49" W	59.10'
L114	N 12°05'49" W	60.20'
L115	S 12°05'49" E	44.81'
L116	S 32°40'18" W	12.84'
L117	N 06°25'21" W	79.71'
L118	N 04°17'54" E	79.71'
L119	N 14°09'46" E	79.71'
L120	N 24°07'45" E	79.80'
L121	S 65°01'46" W	90.04'
L122	S 67°04'46" W	60.00'
L123	N 78°31'15" W	90.24'
L124	N 87°52'40" W	62.82'
L125	S 63°19'15" W	58.00'
L126	S 42°39'20" W	20.78'
L127	S 63°19'15" W	58.00'
L128	S 63°19'15" W	11.99'
L129	S 63°19'15" W	28.60'
L130	N 40°19'02" E	135.25'
L131	N 47°01'11" E	100.66'
L132	N 39°52'29" E	66.63'
L133	N 39°56'21" E	121.30'
L134	N 40°53'53" E	74.62'
L135	N 39°23'26" E	78.04'
L136	N 48°07'56" E	137.68'
L137	S 06°48'48" W	25.18'
L138	S 08°27'33" W	180.38'
L139	N 83°20'23" E	25.08'
L140	N 31°20'12" E	30.38'
L141	S 58°28'34" E	30.38'
L142	S 77°22'15" W	55.27'
L143	S 46°34'39" E	17.76'
L144	N 43°28'39" E	116.35'
L145	N 47°28'39" E	13.66'
L146	S 06°48'48" W	7.33'
L147	S 06°48'33" W	124.61'
L148	N 58°48'48" E	18.68'
L149	N 24°55'24" W	9.87'
L150	N 81°07'57" E	124.10'
L151	S 73°11'44" W	49.38'
L152	N 80°48'48" E	13.45'
L153	N 13°11'44" E	42.30'
L154	N 45°08'40" W	5.38'
L155	N 32°13'38" W	18.79'
L156	N 01°38'19" W	7.44'

CURVE TABLE				
CURVE #	RADIUS	ARC DISTANCE	CHORD BEARING	CHORD DISTANCE
C1	1255.00'	352.35'	S 88°19'17" W	246.73'
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'	453.57'	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 04°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" W	308.10'
C11	802.36'	288.41'	S 52°30'33" W	288.98'
C12	226.50'	35.46'	N 28°30'40" W	35.50'
C13	802.36'	32.66'	N 67°48'55" E	32.66'
C14	276.08'	123.31'	N 38°30'53" E	122.30'
C15	338.08'	198.35'	N 53°45'01" E	195.73'
C16	28.00'	31.42'	S 06°17'36" E	29.79'
C17	326.58'	198.53'	N 22°18'18" W	195.29'
C18	28.08'	18.01'	N 32°09'52" W	18.38'
C19	60.08'	283.38'	N 85°05'48" E	69.75'
C20	20.08'	18.01'	S 22°19'36" W	18.38'
C21	275.50'	166.13'	S 22°18'18" E	163.58'
C22	20.80'	31.28'	S 85°14'07" E	28.64'
C23	270.60'	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	502.04'
C26	15.80'	20.38'	N 08°34'32" E	18.84'
C27	68.00'	28.80'	N 54°34'34" E	28.08'
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 24°34'34" E	120.79'
C32	10.80'	33.56'	N 87°34'31" E	31.31'
C33	15.80'	33.56'	N 08°20'28" E	31.31'
C34	40.80'	39.66'	S 09°08'09" E	38.06'
C35	95.92'	31.78'	S 10°47'46" E	10.43'
C36	332.50'	436.21'	S 52°30'02" E	404.98'
C37	10.80'	24.65'	S 51°13'06" E	23.11'
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'	183.64'	N 38°24'51" W	102.12'
C41	28.08'	17.78'	N 74°48'16" W	17.32'
C42	60.08'	302.23'	N 44°13'19" E	69.84'
C43	20.80'	30.71'	S 31°38'32" E	19.80'
C44	215.50'	79.61'	S 09°54'58" E	79.15'
C45	30.80'	30.38'	N 68°46'32" E	27.69'
C46	213.50'	87.19'	N 15°50'36" E	86.58'
C47	326.50'	177.72'	N 22°18'24" E	175.53'
C48	28.00'	31.42'	N 07°55'38" W	29.78'
C49	276.08'	158.74'	S 39°46'07" W	153.88'
C50	338.08'	130.79'	S 59°30'53" W	149.48'
C51	28.08'	31.42'	N 82°04'04" E	29.78'
C52	243.58'	212.46'	N 12°54'08" E	205.80'
C53	20.08'	27.81'	N 38°48'45" W	25.60'
C54	60.08'	288.33'	S 48°26'50" E	69.89'
C55	90.08'	14.35'	S 63°52'22" E	14.33'
C56	335.50'	46.56'	N 28°13'58" W	46.52'
C57	264.50'	258.13'	S 12°54'08" W	248.49'
C58	30.80'	30.46'	S 08°35'28" E	29.01'
C59	338.08'	204.13'	S 34°32'58" E	200.98'
C60	28.00'	28.15'	S 32°50'33" E	26.94'
C61	273.50'	84.27'	N 72°06'51" E	83.94'
C62	28.00'	18.01'	N 38°05'34" E	18.38'
C63	68.00'	302.58'	S 26°40'40" E	89.75'
C64	28.08'	18.01'	N 89°36'34" W	18.38'
C65	326.58'	180.88'	S 72°06'51" W	180.20'
C66	20.08'	28.75'	S 39°47'30" W	26.24'
C67	230.80'	46.88'	S 82°39'40" W	46.84'
C70	20.80'	31.42'	S 36°17'12" E	28.28'
C71	215.90'	66.82'	N 82°46'44" E	66.48'
C72	30.80'	19.81'	N 54°16'58" E	19.30'
C73	60.80'	302.58'	S 11°53'18" E	69.75'
C74	28.00'	19.61'	N 13°48'28" W	18.56'
C75	326.50'	191.28'	S 80°46'44" W	188.66'

CURVE TABLE				
CURVE #	RADIUS	ARC DISTANCE	CHORD BEARING	CHORD DISTANCE
C76	28.08'	31.42'	S 87°42'48" W	29.85'
C77	360.98'	240.84'	S 39°15'41" W	323.85'
C78	630.80'	131.30'	S 76°54'36" W	131.09'
C79	240.80'	136.26'	S 84°43'42" E	134.44'
C80	350.80'	30.41'	S 46°50'18" W	30.39'
C81	20.80'	31.33'	S 41°07'25" W	28.33'
C82	308.00'	203.69'	S 66°33'18" W	199.99'
C83	20.00'	34.35'	N 82°47'46" W	30.23'
C84	173.50'	638.74'	S 76°46'20" E	334.43'
C85	28.00'	31.42'	N 32°11'26" W	29.78'
C86	273.58'	288.04'	N 63°20'36" E	275.20'
C87	326.58'	194.05'	N 16°56'36" E	193.62'
C88	233.58'	148.87'	N 32°18'24" E	147.04'
C89	30.08'	31.42'	N 62°54'01" E	28.28'
C90	270.80'	277.15'	S 22°41'36" E	265.14'
C91	240.80'	272.83'	S 39°19'41" W	258.24'
C92	326.50'	46.56'	N 37°52'41" W	46.52'
C93	326.50'	66.80'	N 10°56'22" W	66.67'
C94	60.80'	113.84'	N 23°45'43" E	119.01'
C95	60.80'	46.85'	S 50°45'46" E	45.74'
C96	68.00'	51.87'	S 04°41'28" E	50.60'
C97	58.00'	78.08'	N 29°44'44" W	30.68'
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	232.58'	16.62'	N 26°15'06" W	16.62'
C102	232.50'	46.08'	N 20°30'35" W	46.01'
C103	232.50'	46.08'	N 10°03'42" W	43.98'
C104	232.50'	46.35'	N 01°26'20" W	46.27'
C105	232.50'	46.35'	N 00°39'39" E	46.27'
C106	232.50'	46.35'	N 13°34'55" E	46.27'
C107	232.50'	46.35'	N 26°50'11" E	46.27'
C108	232.50'	46.35'	N 38°16'26" E	46.27'
C109	232.58'	14.09'	N 49°45'49" E	14.09'
C110	232.58'	12.01'	N 51°15'31" E	12.01'
C111	232.58'	55.53'	N 58°32'52" E	55.40'
C112	232.58'	55.53'	S 65°46'50" E	55.40'
C113	232.58'	55.53'	S 79°04'32" 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 59°16'08" E	37.17'
C117	232.50'	55.55'	S 52°01'19" E	55.43'
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 22°20'19" E	46.52'
C122	326.58'	46.56'	N 08°56'19" E	46.52'
C123	326.58'	46.56'	N 05°27'52" E	46.52'
C124	326.58'	46.78'	N 13°57'50" E	44.71'
C125	326.58'	46.58'	N 22°49'53" E	46.53'
C126	326.58'	13.27'	N 30°34'52" E	13.27'
C127	60.58'	29.43'	N 50°56'55" E	29.38'
C128	60.58'	31.93'	N 51°51'53" E	30.58'
C129	60.58'	43.37'	N 08°32'47" W	42.36'
C130	60.80'	47.76'	S 37°34'21" E	46.45'
C131	60.80'	87.78'	S 87°57'57" E	58.09'
C132	60.80'	61.75'	S 31°16'51" E	59.04'
C133	60.80'	15.95'	S 01°32'55" W	15.90'
C134	273.58'	47.78'	S 84°04'28" W	31.76'
C135	273.58'	11.98'	S 82°24'39" W	47.88'
C136	273.58'	75.52'	S 89°46'14" W	11.84'
C137	273.58'	4.89'	N 07°08'24" E	75.28'
C138	326.58'	4.89'	N 07°08'24" E	4.89'
C139	326.58'	46.28'	N 11°39'06" E	46.82'
C140	326.50'	46.28'	N 19°49'46" E	46.82'
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'	19.36'	S 29°51'34" W	74.39'
C144	243.50'	116.85'	S 06°36'46" W	115.73'
C145	243.50'	21.87'	S 66°37'12" E	21.05'
C146	28.00'	2.87'	S 70°18'01" E	2.87'
C147	28.00'	24.07'	S 34°58'50" E	23.34'
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'	42.07'	N 54°31'16" E	41.39'

CURVE TABLE				
CURVE #	RADIUS	ARC DISTANCE	CHORD BEARING	CHORD DISTANCE
C151	60.00'	44.72'	S 87°41'55" E	43.58'
C152	60.00'	96.87'	S 37°17'24" E	86.58'
C153	60.00'	11.08'	S 60°56'38" E	11.06'
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'	95.43'	S 84°17'04" W	95.35'
C157	326.50'	95.43'	S 14°58'48" W	95.35'
C158	326.50'	95.43'	S 30°52'28" W	95.35'
C159	326.58'	95.38'	S 34°28'55" W	95.30'
C160	273.58'	52.20'	S 15°36'23" W	52.12'
C161	273.58'	33.07'	S 66°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	83.02'
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 16°29'47" W	98.48'
C168	60.80'	48.38'	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'	24.69'	S 60°28'47" W	24.85'
C172	326.58'	46.04'	S 71°37'27" W	45.91'
C173	326.58'	38.08'	S 78°20'31" W	39.90'
C174	20.08'	15.42'	S 58°51'31" W	15.03'
C175	20.08'	3.59'	S 39°37'11" W	3.58'
C176	60.08'	65.91'	N 85°50'04" 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'	N 87°08'29" 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	326.50'	52.30'	N 87°54'42" W	52.25'
C184	248.08'	149.14'	N 68°16'41" E	139.16'
C185	248.08'	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'	N 48°38'30" E	16.98'
C189	230.80'	60.20'	N 40°18'05" E	60.00'
C190	230.80'	83.80'	N 27°16'05" E	82.68'
C191	270.80'	15.90'	N 16°56'03" E	15.90'
C192	273.50'	161.99'	N 07°13'35" W	159.63'
C193	273.50'	44.85'	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	102.96'
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'	194.58'	S 24°06'06" E	190.34'
C201	230.80'	92.94'	S 02°08'52" E	92.45'
C202	240.80'	94.28'	S 13°10'52" W	93.68'
C203	237.66'	110.81'	S 32°45'31" W	109.83'
C204	240.80'	186.59'	S 58°50'50" W	182.00'
C205	602.36'	80.83'	S 69°49'11" W	80.78'
C206	543.58'	84.73'	N 47°37'54" E	84.65'
C207	302.20'	35.24'	N 39°56'35" E	79.17'
C208	385.11'	95.82'	N 58°08'09" E	96.27'
C209	44.58'	0.88'	S 64°44'38" W	0.88'
C210	19.34'	33.85'	S 29°50'33" W	21.16'
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	20.54'	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	73.58'	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°36'38" E	29.83'
C226	60.80'	36.26'	S 34°37'07" E	35.04'
C227	60.80'	30.16'	S 21°34'52" E	29.84'
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'	34.84'	S 88°42'40" E	34.46'

FILE: P:\CIVIL\Projects\La Cima Ranch\Subdivision\01-001 (SUB) - Platting\Plat\Survey\Working\La Cima Ranch 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 #: 2070006	DRAWING #: FINAL PLAT	PLAN #: 1171 SHT: 3OF4

NO.	REVISION	BY	DATE

PLOT DATE: Dec 15,2017 - 11:39am

Bowman CONSULTING

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11305 Cardinal at Texas Hwy, Building 2 Suite 200, Austin, TX 78726
Phone: (512) 327-1180
www.bowmanconsulting.com © Bowman Consulting Group, Ltd.
TBPE 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 §

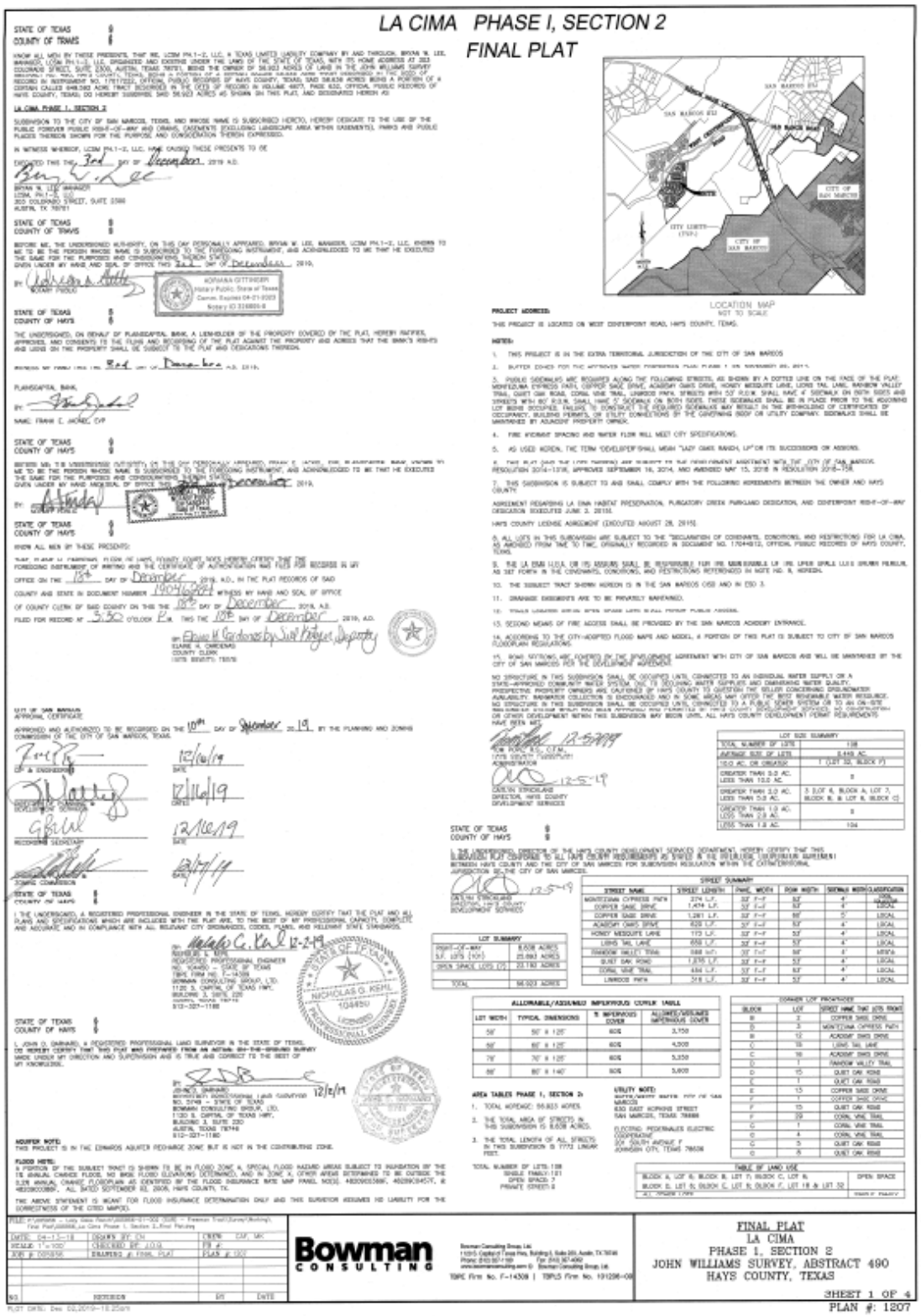
That I, John D. Barnard, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a series of surveys made on the ground during the months of December 2013 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

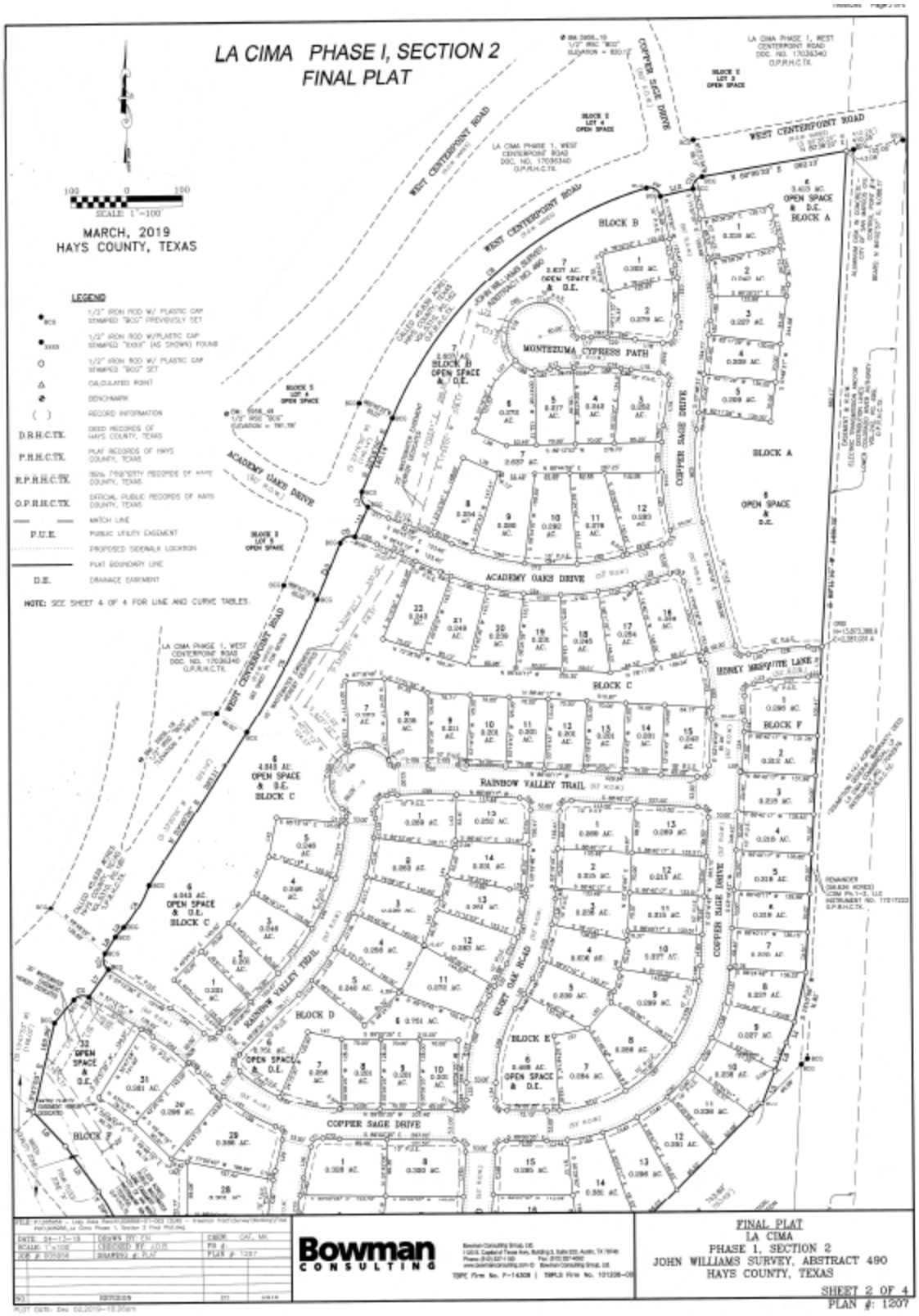


LA CIMA PHASE I, SECTION 2
FINAL PLAT

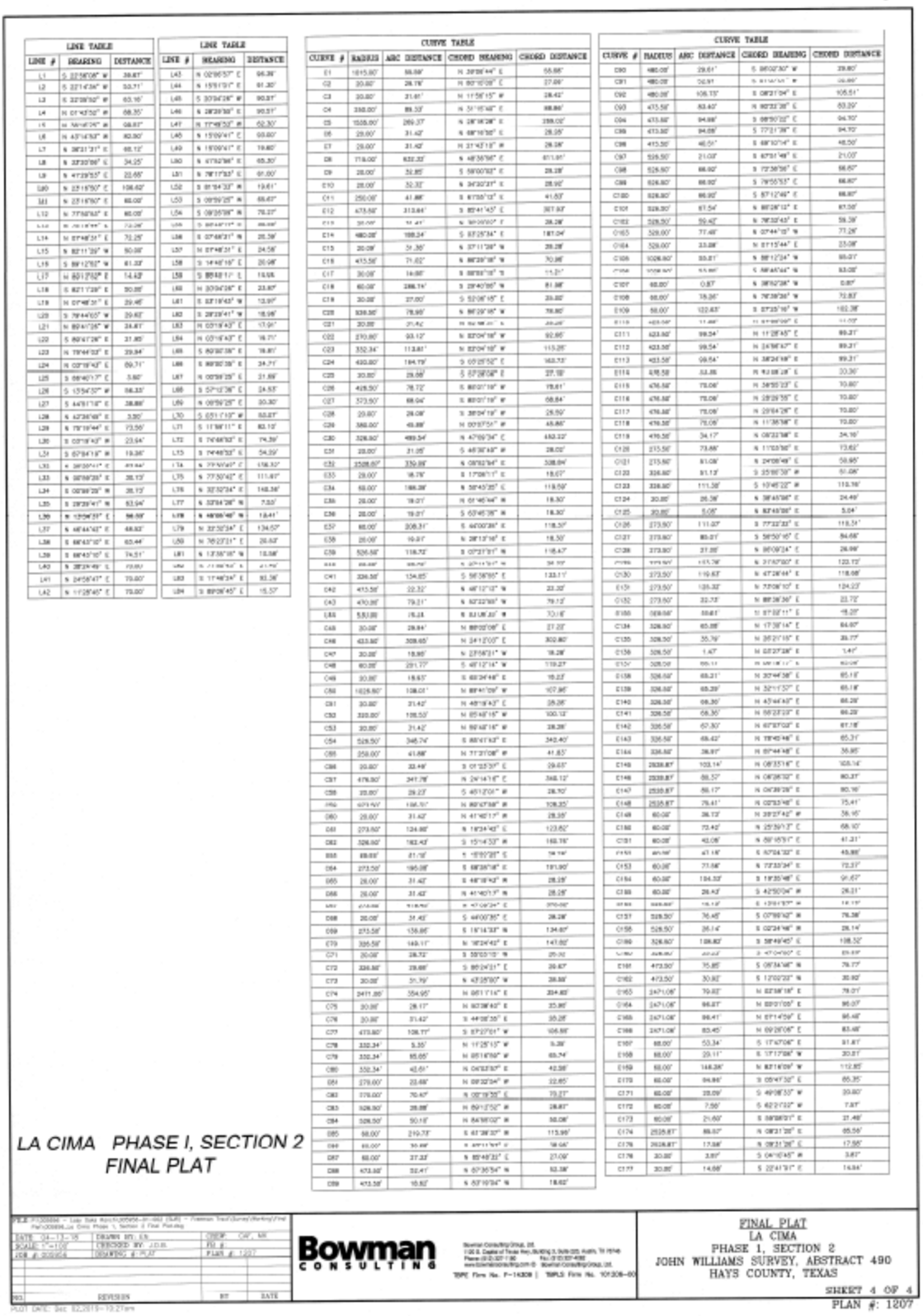
LOCATION MAP
NOT TO SCALE

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
SCALE: 1"=100
MARCH, 2019
HAYS COUNTY, TEXAS
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
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
COPPER SAGE DRIVE
QUIET OAK ROAD
RAINBOW VALLEY TRAIL
BLOCK C
BLOCK D
BLOCK E
BLOCK F
BLOCK G
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°20'06" E	34.25'
L9	N 47°29'57" E	22.65'
L10	N 23°18'50" E	106.62'
L11	N 23°18'50" E	66.08'
L12	N 77°56'52" E	66.08'
L13	[illegible]	[illegible]
L14	N 67°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	29.62'
L21	N 89°47'05" W	24.81'
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	N 39°30'41" E	49.94'
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°54'37" E	56.59'
L37	N 46°44'42" E	48.82'
L38	S 68°43'10" E	60.44'
L39	S 68°43'10" E	74.51'
L40	S 28°29'49" E	73.80'
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°29'30" E	90.21'
L47	N 77°46'52" E	52.30'
L48	S 15°09'41" E	99.60'
L49	S 15°09'41" E	19.80'
L50	N 61°52'56" E	65.30'
L51	N 28°17'53" E	91.00'
L52	S 61°34'33" E	19.61'
L53	S 09°59'25" W	68.47'
L54	S 09°25'58" W	76.27'
L55	[illegible]	[illegible]
L56	S 67°48'31" W	20.28'
L57	N 67°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'
L67	N 00°59'25" E	21.88'
L68	S 57°01'36" E	24.53'
L69	N 00°59'25" E	20.30'
L70	S 65°17'13" W	53.07'
L71	S 11°59'11" E	83.13'
L72	S 74°48'53" E	74.39'
L73	S 74°48'53" E	54.29'
L74	N 39°30'41" E	116.30'
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 48°06'48" W	18.41'
L79	N 32°32'24" E	134.67'
L80	N 76°27'31" E	26.52'
L81	N 13°55'05" W	18.08'
L82	[illegible]	[illegible]
L83	N 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	1815.80'	55.59'	N 28°06'44" E	55.58'
C2	20.00'	28.78'	N 80°10'09" E	27.09'
C3	20.00'	31.61'	N 11°56'15" W	28.42'
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'	32.85'	S 59°00'52" E	29.28'
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	28.23'
C16	473.50'	71.02'	N 88°29'38" W	70.95'
C17	30.00'	16.66'	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	326.50'	78.95'	S 86°29'05" W	78.80'
C21	20.00'	31.42'	N 03°30'55" W	28.28'
C22	270.50'	93.12'	N 82°04'18" W	92.65'
C23	332.34'	113.61'	N 82°04'18" W	113.05'
C24	450.50'	184.79'	S 69°25'52" E	183.53'
C25	20.00'	29.08'	S 52°06'04" E	27.18'
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	25.92'
C29	560.00'	45.88'	N 00°57'51" W	45.86'
C30	326.50'	488.34'	N 47°09'34" E	443.33'
C31	20.00'	31.05'	S 46°36'48" W	28.02'
C32	3528.50'	330.98'	N 08°52'54" E	328.84'
C33	20.00'	18.79'	S 17°08'11" E	18.07'
C34	60.00'	188.38'	N 58°43'25" E	118.59'
C35	20.00'	19.01'	N 01°46'44" W	18.30'
C36	20.00'	19.01'	S 63°46'28" W	18.30'
C37	60.00'	208.31'	S 60°00'26" E	118.57'
C38	20.00'	19.01'	N 28°13'16" E	18.30'
C39	326.50'	118.72'	S 07°23'31" W	118.47'
C40	60.00'	98.70'	N 37°11'47" W	84.70'
C41	326.50'	134.85'	S 56°36'55" E	133.91'
C42	473.50'	22.32'	N 46°12'12" W	22.32'
C43	470.00'	79.21'	N 82°22'59" W	79.13'
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°56'21" 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	528.50'	348.74'	S 88°41'43" E	342.40'
C55	258.00'	41.88'	N 77°21'08" W	41.83'
C56	20.00'	32.48'	S 01°25'20" E	29.03'
C57	476.50'	347.78'	N 24°14'16" E	340.12'
C58	20.00'	29.23'	S 46°17'01" W	26.70'
C59	673.50'	186.70'	N 89°07'58" W	186.25'
C60	20.00'	31.42'	N 41°40'17" W	28.28'
C61	273.50'	134.88'	N 19°34'45" E	133.52'
C62	326.50'	162.43'	S 15°14'32" W	160.76'
C63	60.00'	41.19'	S 19°07'28" E	40.49'
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'	158.91'	N 82°27'24" E	370.00'
C68	20.00'	31.42'	S 44°00'35" E	28.28'
C69	273.50'	156.86'	S 16°14'32" W	154.80'
C70	326.50'	149.11'	N 18°24'42" E	147.80'
C71	20.00'	28.72'	S 39°05'15" W	26.36'
C72	326.50'	28.88'	S 86°24'21" E	28.87'
C73	20.00'	31.79'	N 43°35'00" W	28.58'
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°27'51" W	108.55'
C78	332.34'	5.35'	N 11°25'15" W	5.35'
C79	332.34'	85.65'	N 85°16'50" W	85.74'
C80	332.34'	40.61'	N 04°53'37" 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	60.00'	30.49'	[illegible]	[illegible]
C87	60.00'	27.33'	N 85°49'33" E	27.09'
C88	473.50'	32.41'	N 87°36'54" W	32.38'
C89	473.50'	18.82'	N 83°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 90°33'28" E	83.30'
C94	473.50'	94.98'	S 88°50'02" E	94.80'
C95	473.50'	94.08'	S 77°21'38" E	94.70'
C96	473.50'	48.51'	S 68°10'14" E	48.50'
C97	526.50'	21.02'	S 67°01'49" E	21.00'
C98	526.50'	68.92'	S 72°36'39" E	68.87'
C99	526.50'	68.92'	S 79°55'33" E	68.87'
C100	526.50'	68.92'	S 87°12'46" E	68.87'
C101	526.50'	67.54'	N 86°28'12" E	67.58'
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	33.08'
C105	1026.50'	93.81'	N 88°12'24" E	93.21'
C106	1026.50'	93.80'	S 88°46'44" E	93.08'
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" W	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	53.30'
C115	476.50'	73.06'	N 36°35'23" E	72.80'
C116	476.50'	73.06'	N 29°29'55" E	72.80'
C117	476.50'	73.06'	N 22°24'28" E	72.80'
C118	476.50'	73.06'	N 11°36'58" E	72.80'
C119	476.50'	34.17'	N 06°23'38" E	34.16'
C120	273.50'	73.66'	N 11°09'00" 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°45'06" 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	79.68'
C128	273.50'	31.35'	N 50°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'	33.61'	N 87°02'11" E	33.59'
C134	326.50'	65.38'	N 77°36'16" E	65.27'
C135	326.50'	55.79'	N 66°21'15" E	55.73'
C136	326.50'	1.47'	N 63°27'26" E	1.47'
C137	326.00'	65.11'	[illegible]	[illegible]
C138	326.50'	65.21'	N 57°44'38" E	65.15'
C139	326.50'	65.29'	N 52°11'57" E	65.18'
C140	326.50'	66.35'	N 43°44'40" E	66.26'
C141	326.50'	66.35'	N 38°23'23" E	66.26'
C142	326.50'	67.80'	N 32°37'02" E	67.68'
C143	326.50'	65.42'	N 19°45'48" E	65.31'
C144	326.50'	38.97'	N 07°44'48" E	38.95'
C145	2538.87'	103.14'	N 08°35'16" E	103.14'
C146	2538.87'	66.57'	N 06°28'32" E	66.57'
C147	2538.87'	66.17'	N 04°29'28" E	66.16'
C148	2538.87'	75.41'	N 02°53'48" E	75.41'
C149	60.00'	36.13'	N 20°27'42" W	35.58'
C150	60.00'	72.42'	N 25°50'17" E	68.10'
C151	60.00'	43.08'	N 69°45'51" E	41.21'
C152	60.00'	47.14'	S 67°04'32" E	45.96'
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'	[illegible]	[illegible]	[illegible]
C160	473.50'	75.85'	S 08°34'48" W	75.77'
C161	473.50'	30.82'	S 12°02'22" W	30.80'
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	28.81'
C168	60.00'	146.28'	N 82°16'09" W	112.85'
C169	60.00'	64.96'	S 05°47'32" E	65.35'
C170	60.00'	28.09'	S 49°08'33" W	28.60'
C171	60.00'	7.59'	S 62°21'32" W	7.59'
C172	60.00'	21.60'	S 58°58'01" E	21.48'
C173	2526.87'	66.50'	N 08°21'28" E	66.50'
C174	2526.87'	17.98'	N 08°31'28" 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 #: 3056-04	DRAWING #: 1 OF 2	PLAT #: 1207

NO.	REVISION	BY	DATE

Bowman CONSULTING

Bowman Consulting Group, Ltd.
100 S. Capital of Texas Hwy, Building 3, Suite 220, Austin, TX 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

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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Doucetengineers.com

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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& ASSOCIATES

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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
Date

Christopher W. Terry
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

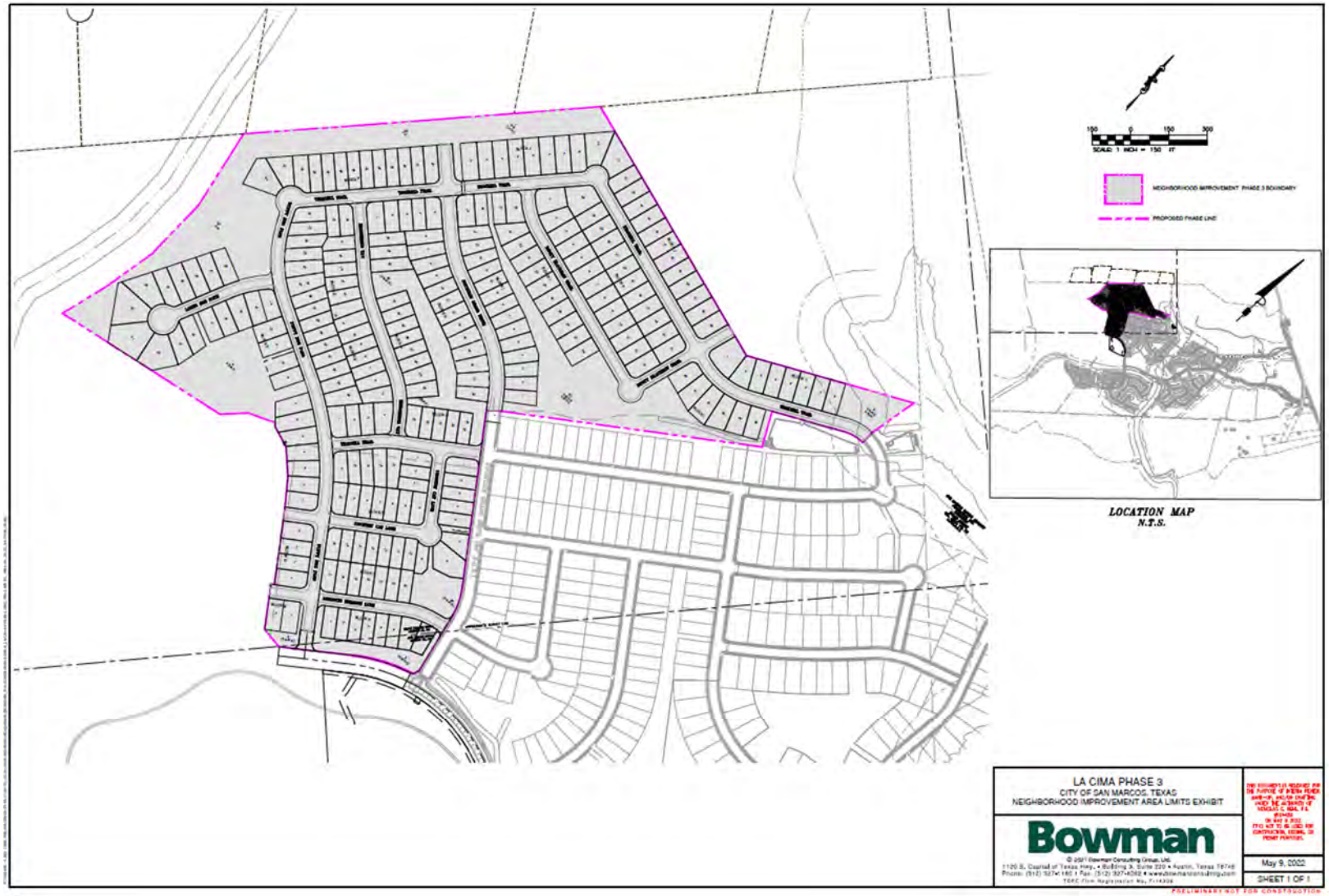

EXHIBIT U-7 – PHASE 4 LEGAL DESCRIPTION

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

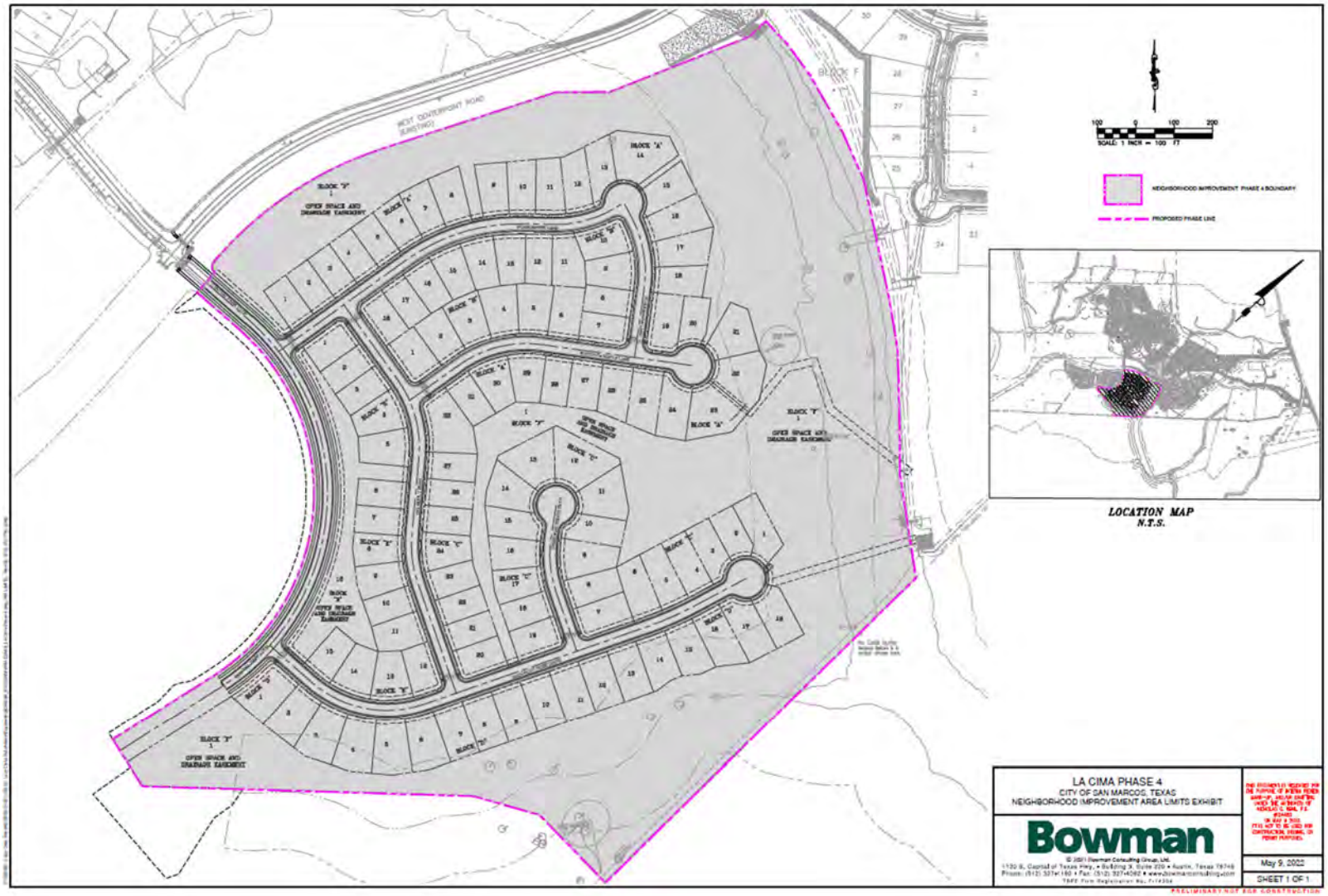

EXHIBIT U-9 – PHASE 5 LEGAL DESCRIPTION

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

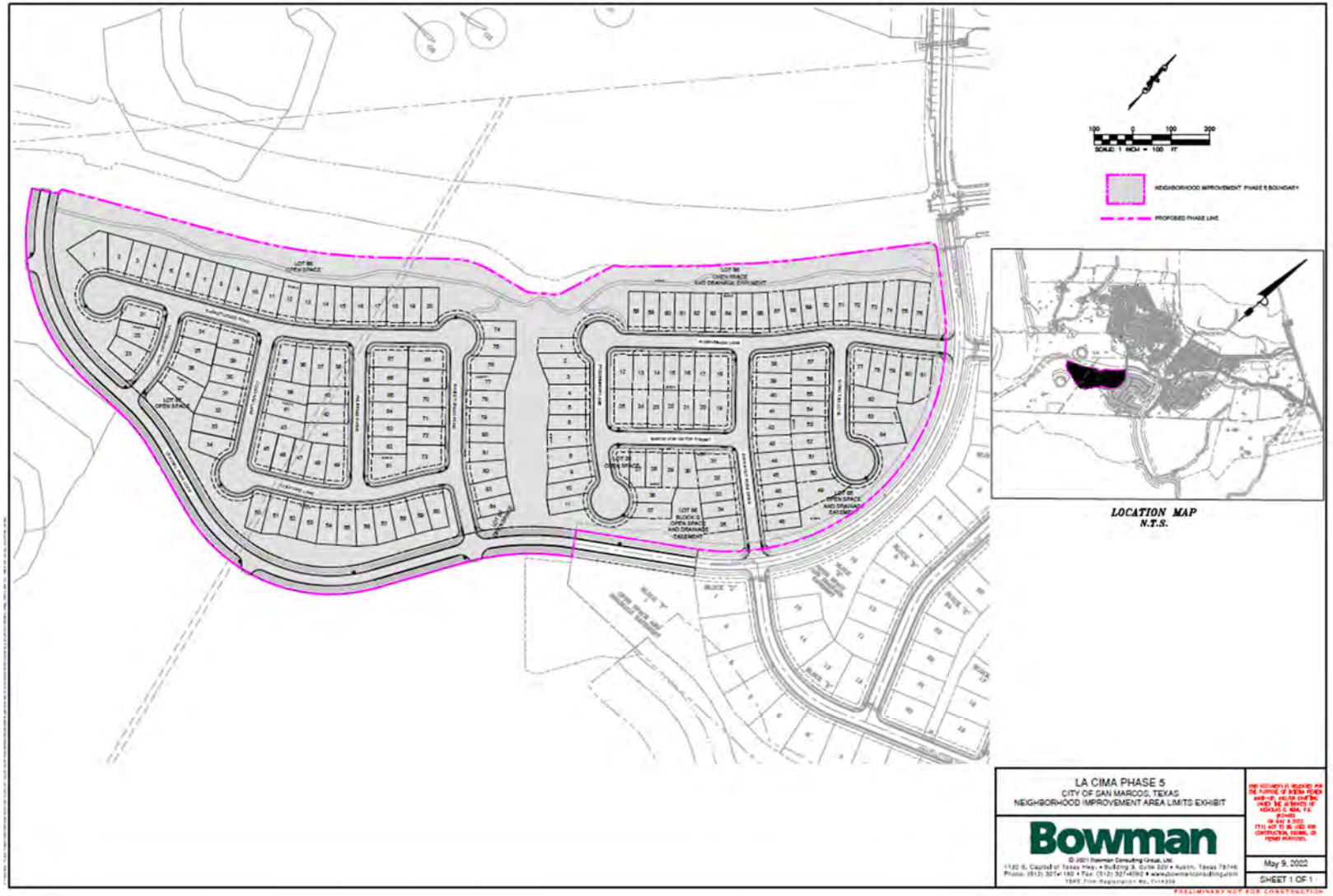

EXHIBIT U-11 – PHASE 7W LEGAL DESCRIPTION

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

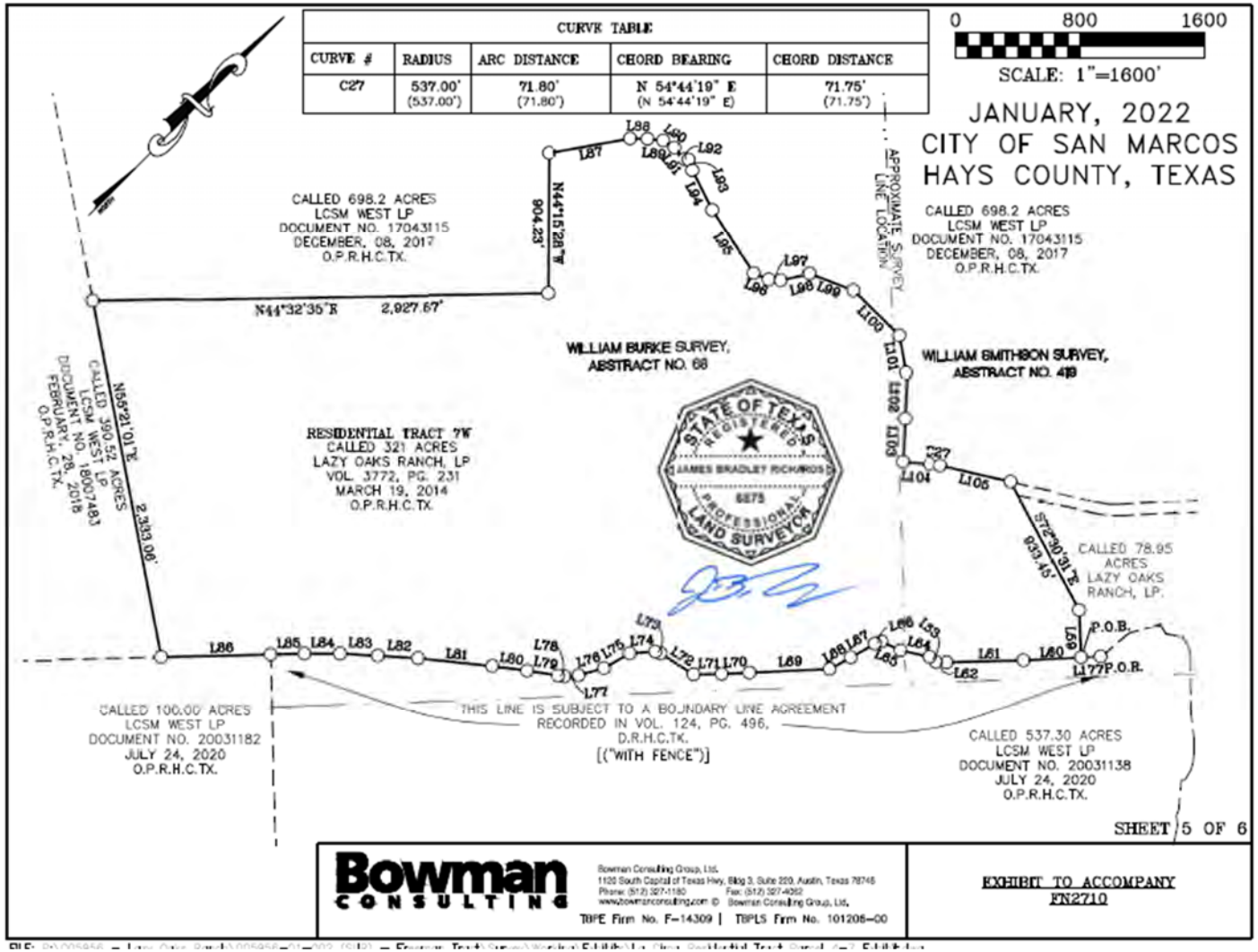

EXHIBIT V – NEIGHBORHOOD IMPROVEMENT AREA #2 MAP

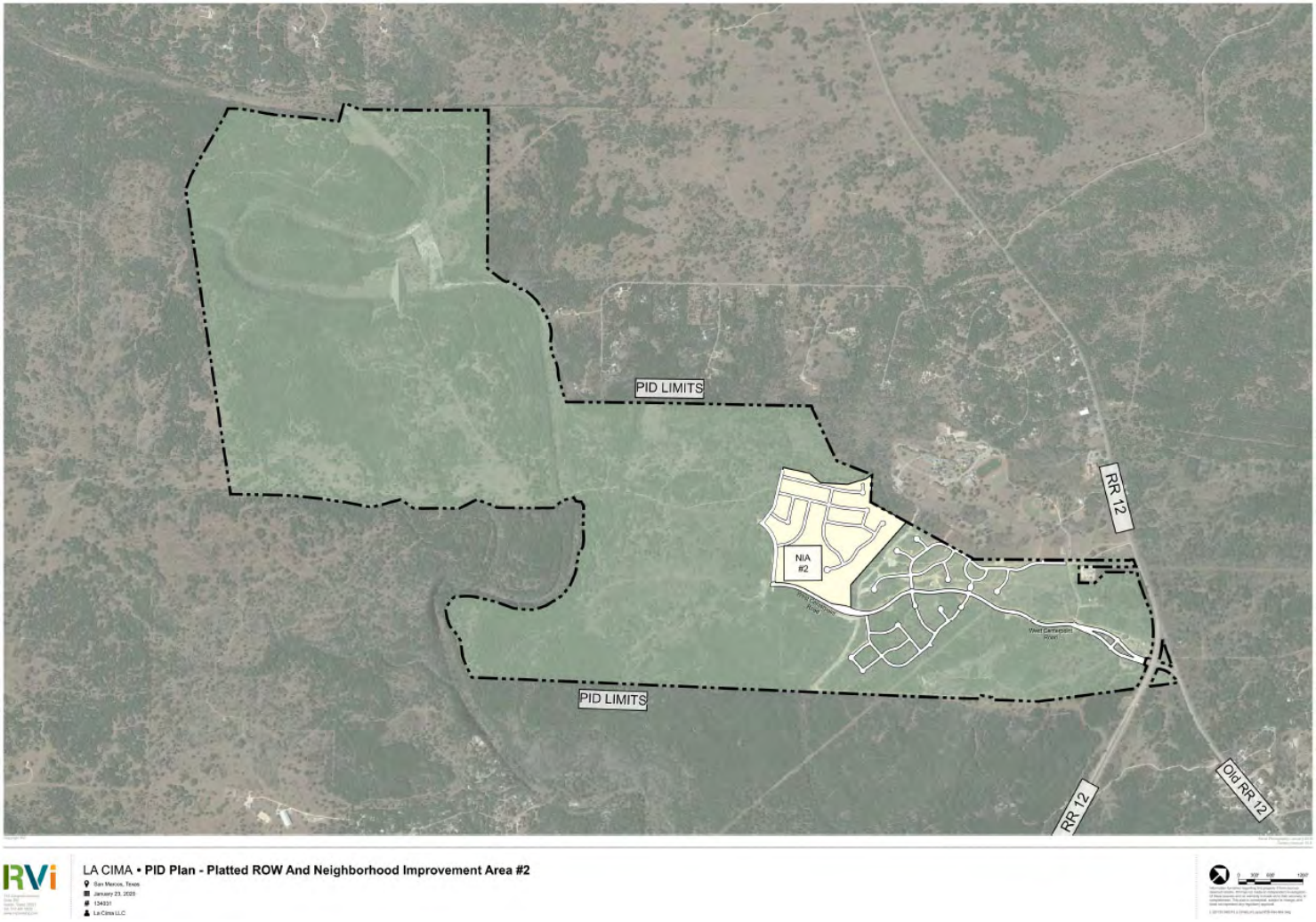

EXHIBIT W – NEIGHBORHOOD IMPROVEMENT AREA #2 LEGAL DESCRIPTION

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

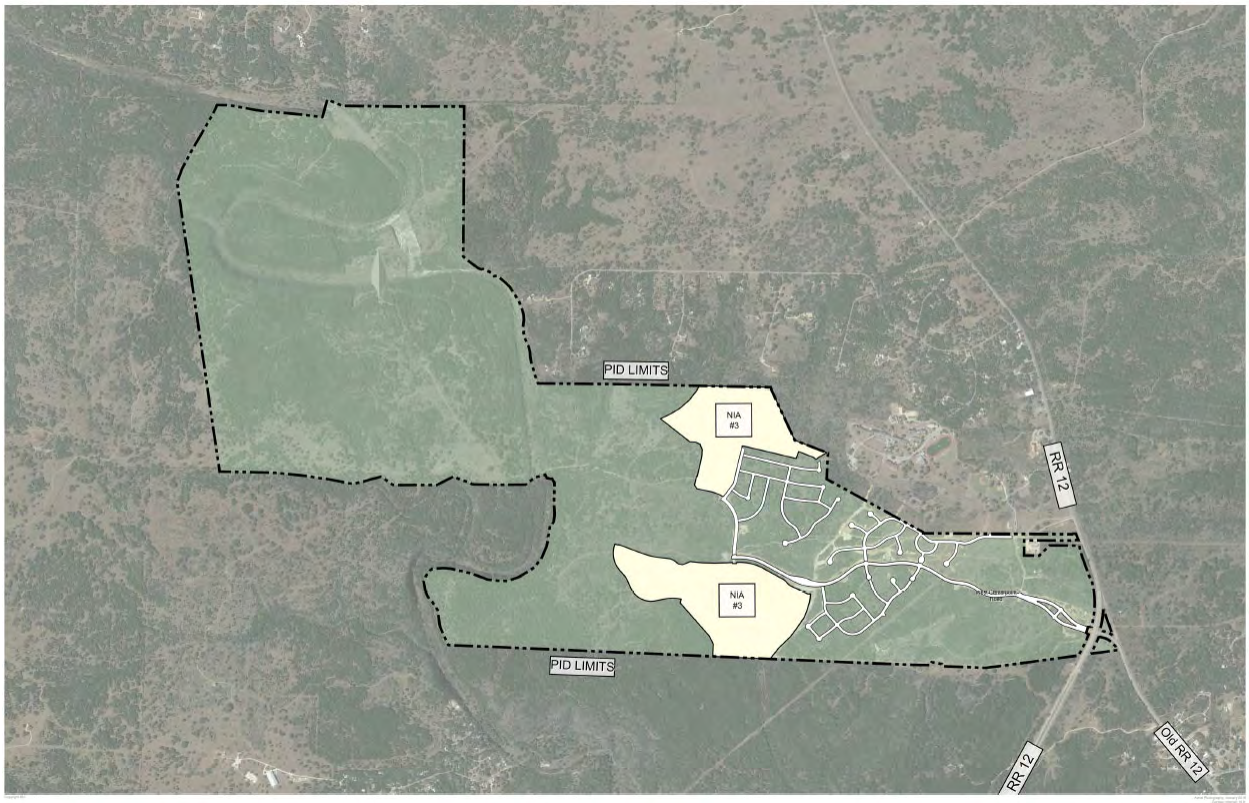

EXHIBIT Y – NEIGHBORHOOD IMPROVEMENT AREA #3 LEGAL DESCRIPTION

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**

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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:

_____

_____

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_____

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:

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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

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:

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_____

_____

_____

_____

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:

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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

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:

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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:

_____

_____

_____

_____

_____

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:

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_____

_____

_____

_____

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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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:

_____

_____

_____

_____

_____

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

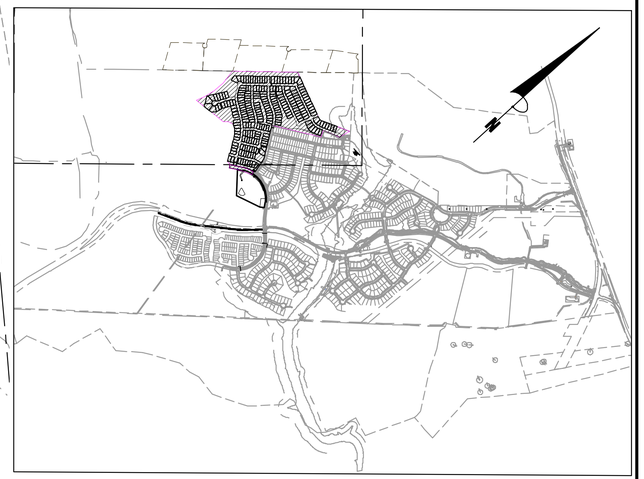
1120 S. Capital of Texas Highway, Building 3, Suite 220, Austin, Texas 78746
P: 512.327.1180 | TBPE Firm No. 14309 | TBPLS Firm No. 101206-00
bowman.com

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

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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

BLOCK "F" 1 OPEN SPACE AND DRAINAGE EASEMENT

BLOCK "A"

BLOCK "B"

POSSUMHAW LANE

BIGTOOTH MAPLE LANE

CENTRAL PARK LOOP

KARST BUFFER S=25'

BLOCK "C"

BLOCK "E"

BLOCK "D"

BIG MUHLY PASS

CHEROKEE SEDGE PATH

KNOCKOUT ROSE DRIVE

S=21'

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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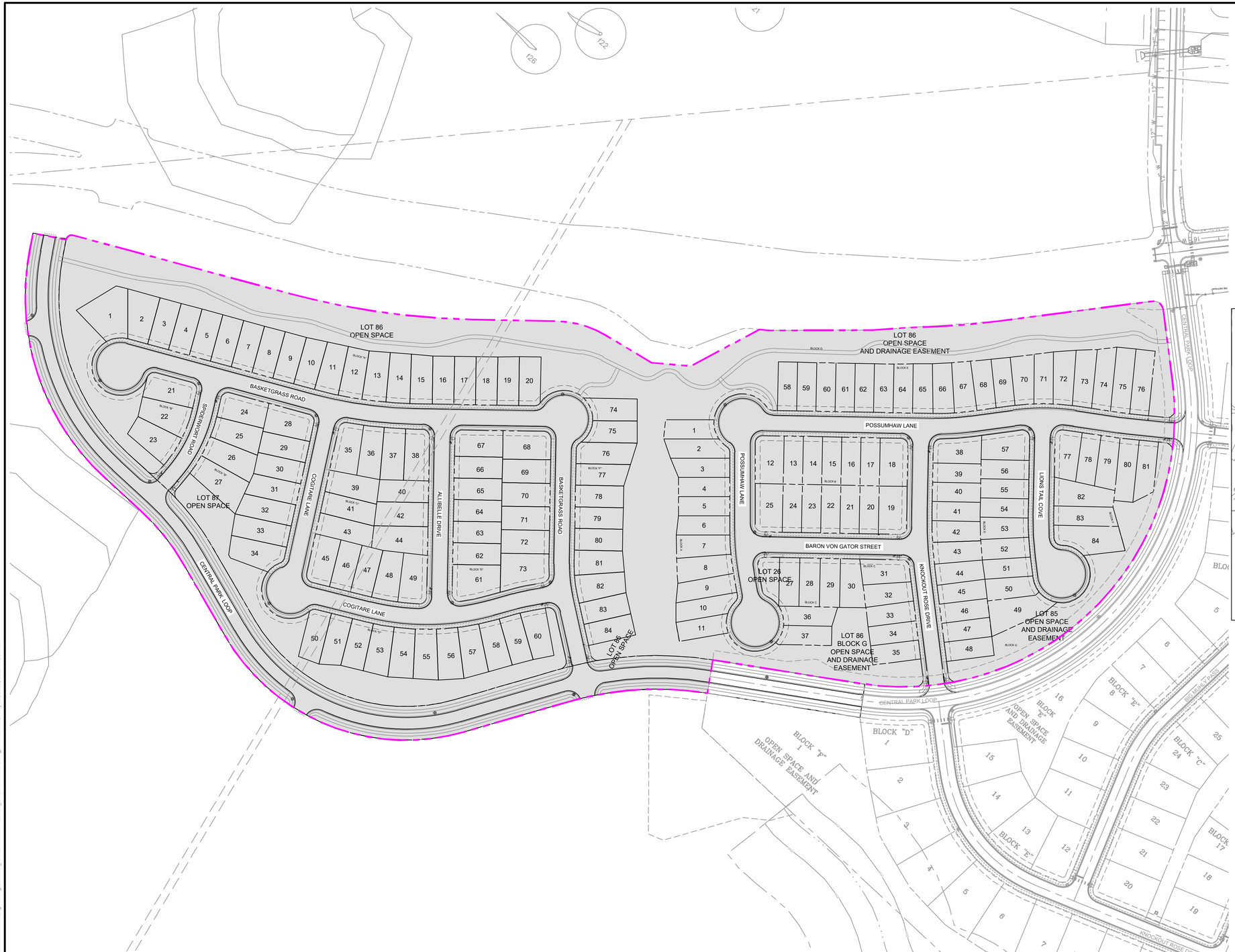

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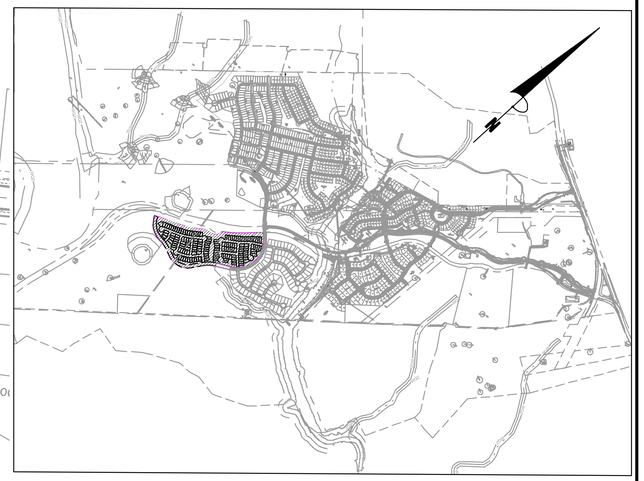
SCALE: 1 INCH = 100 FT

NEIGHBORHOOD IMPROVEMENT PHASE 5 BOUNDARY

PROPOSED PHASE LINE



LOCATION MAP
N.T.S.

LA CIMA PHASE 5

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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Bowman

EXHIBIT B

PAVING IMPROVEMENTS

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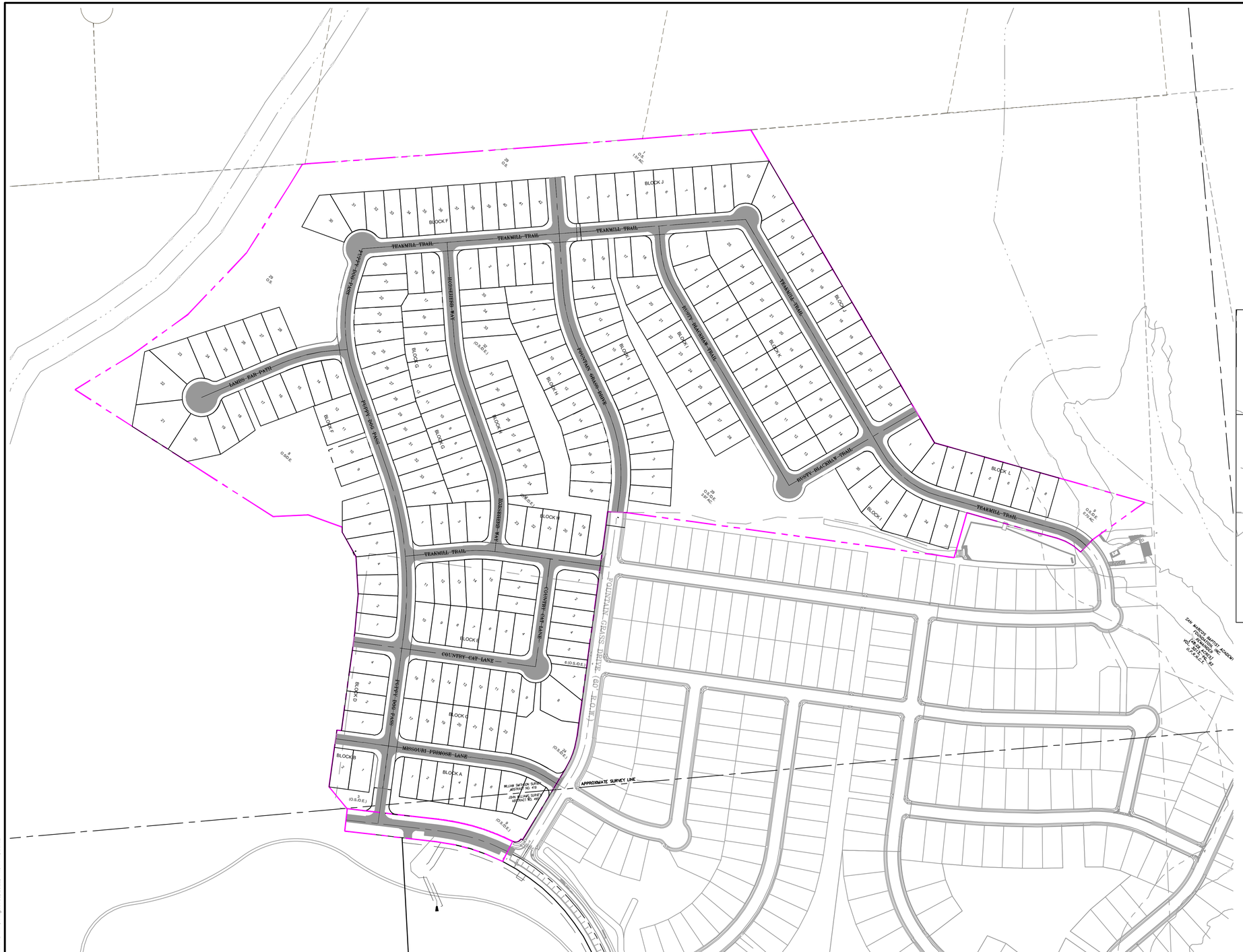
P: 512.327.1180 | TBPE Firm No. 14309 | TBPLS Firm No. 101206-00
bowman.com



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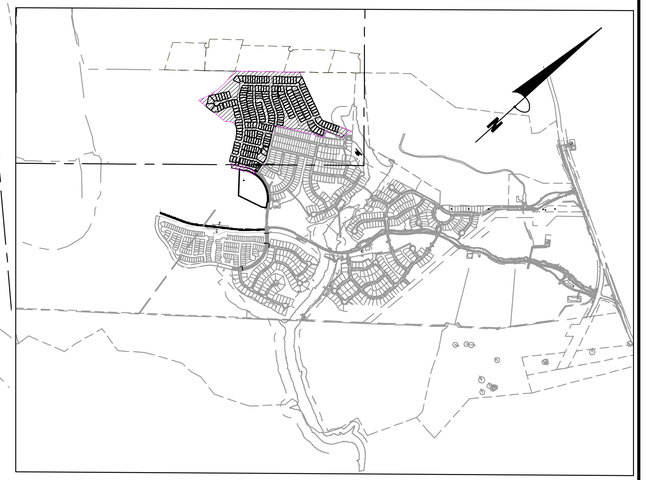
SCALE: 1 INCH = 150 FT

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

BLOCK "A"
BLOCK "B"
BLOCK "C"
BLOCK "D"
BLOCK "E"
BLOCK "F"
1
OPEN SPACE AND DRAINAGE EASEMENT

KARST BUFFER S=274

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

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

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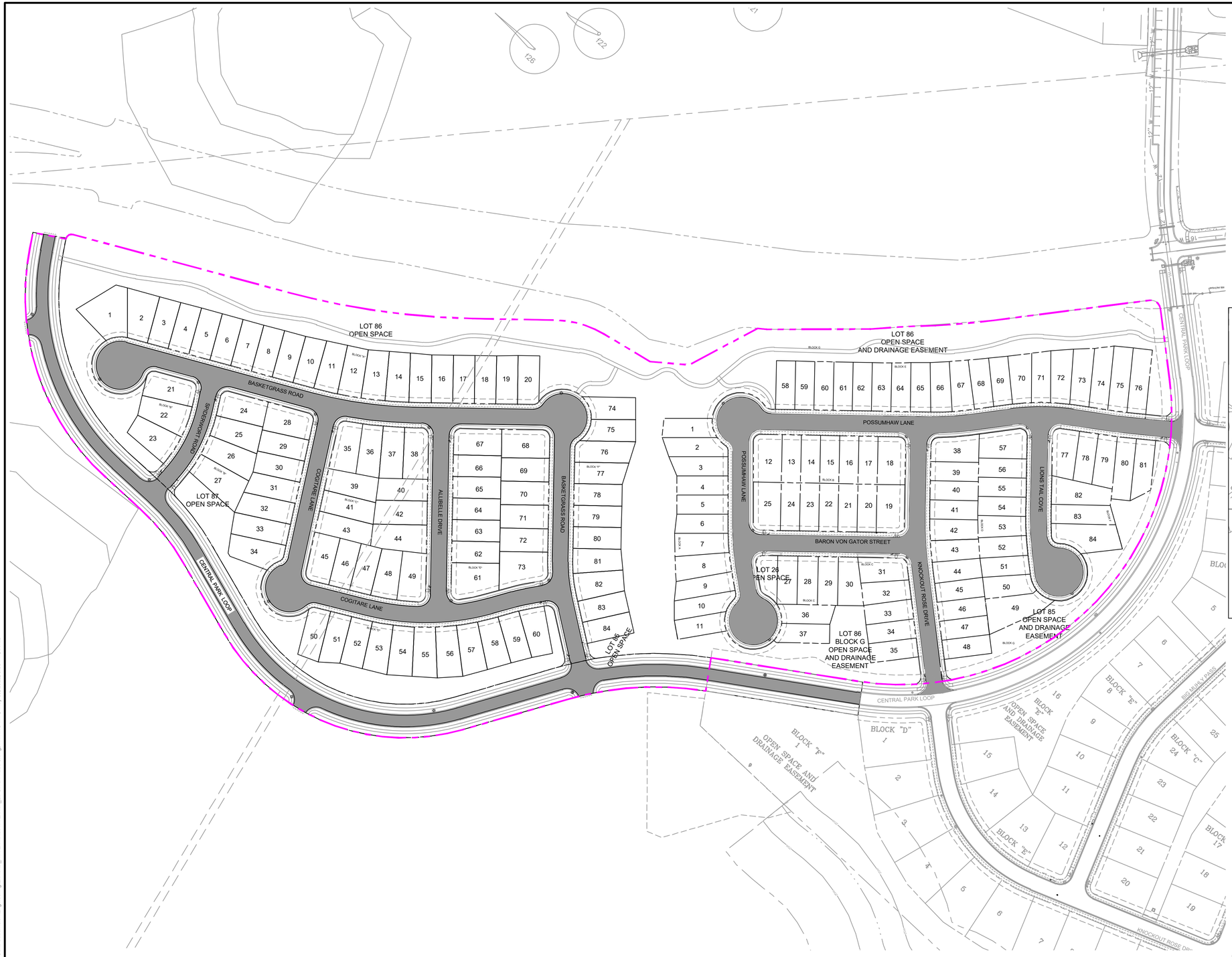

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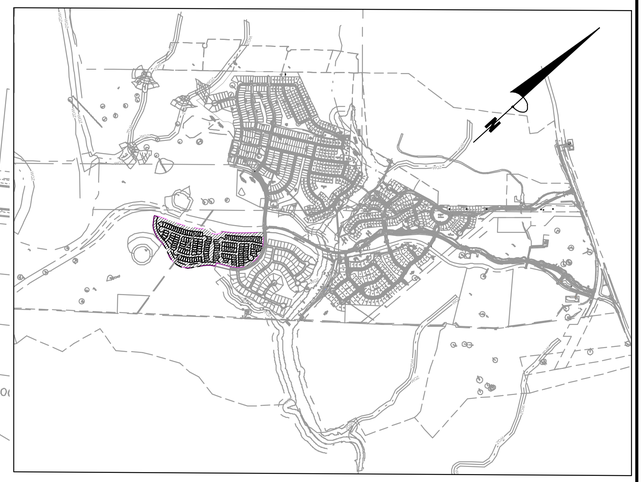
SCALE: 1 INCH = 100 FT

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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SHEET 1 OF 1

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Bowman

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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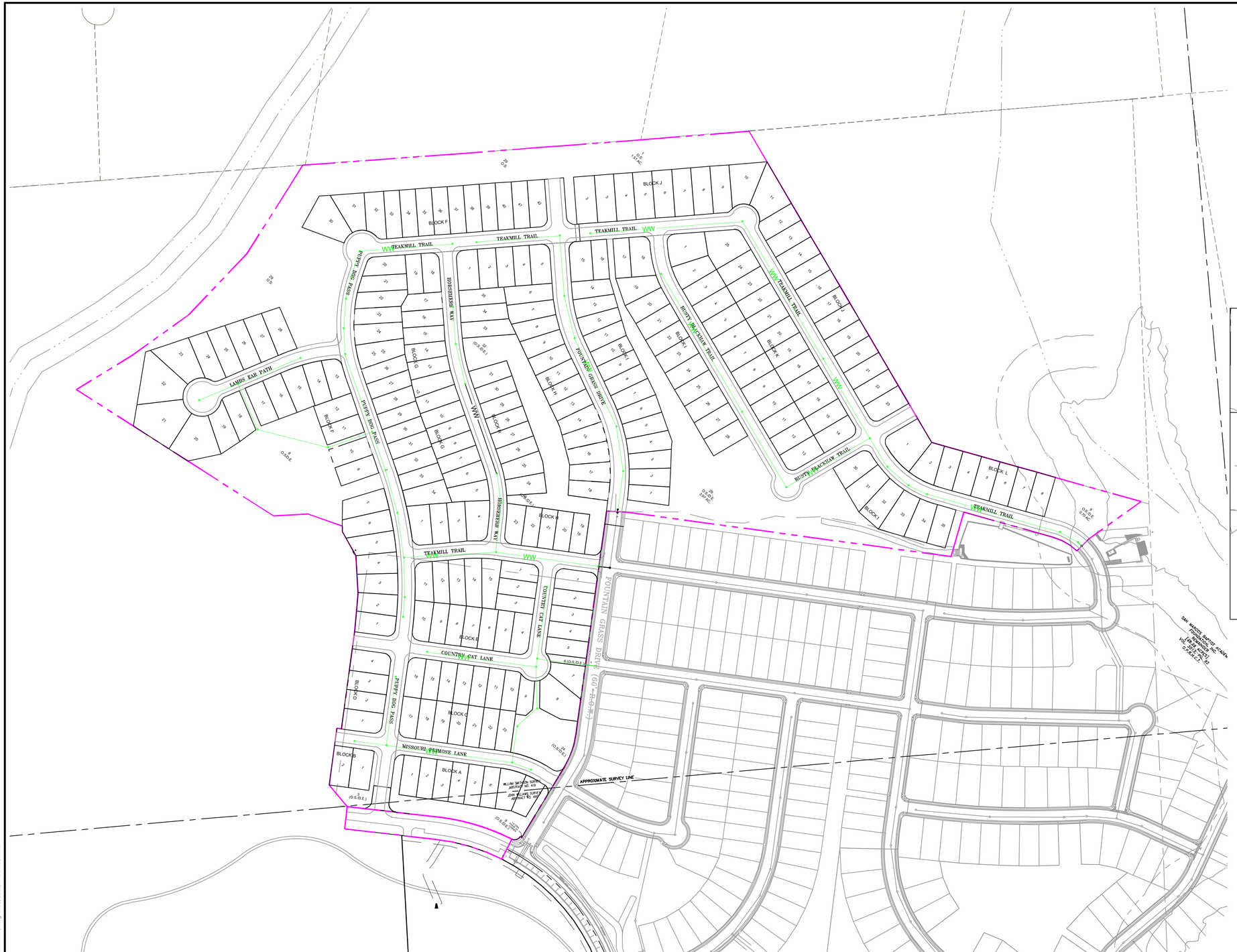

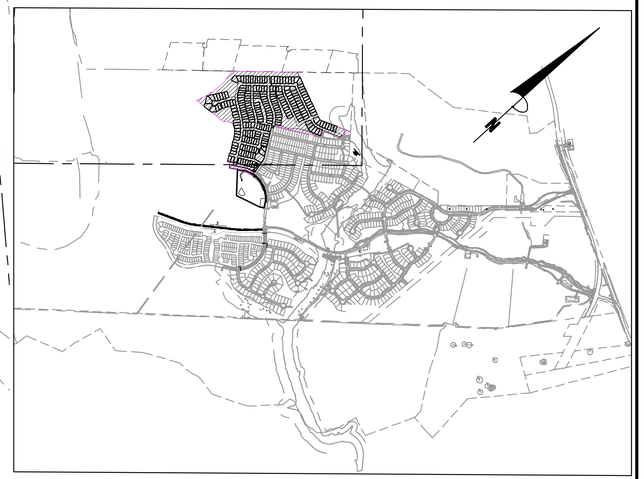

LOCATION MAP
N.T.S.

LA CIMA PHASE 3
CITY OF SAN MARCOS, TEXAS
NEIGHBORHOOD WASTEWATER IMPROVEMENTS EXHIBIT

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August 8, 2022

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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

SKYPE

BLOCK "A"

BLOCK "B"

BLOCK "C"

BLOCK "D"

BLOCK "E"

BLOCK "F"
1
OPEN SPACE AND
DRAINAGE EASEMENT

BLOCK F

KARST BUFFER
S-214

KARST BUFFER
S-215

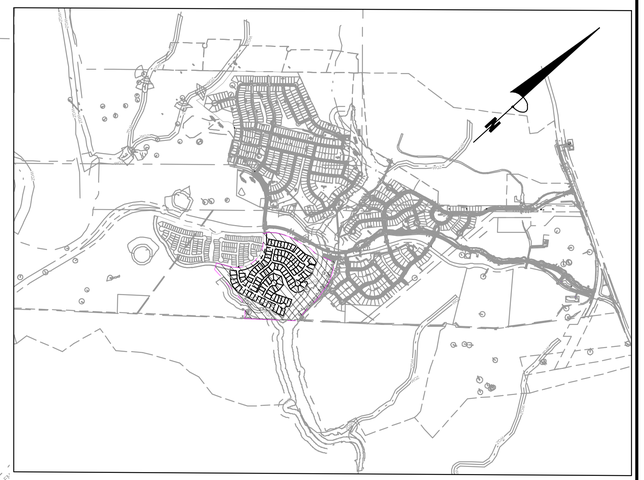
S-216

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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May 9, 2022

SHEET 1 OF 1

PRELIMINARY NOT FOR CONSTRUCTION

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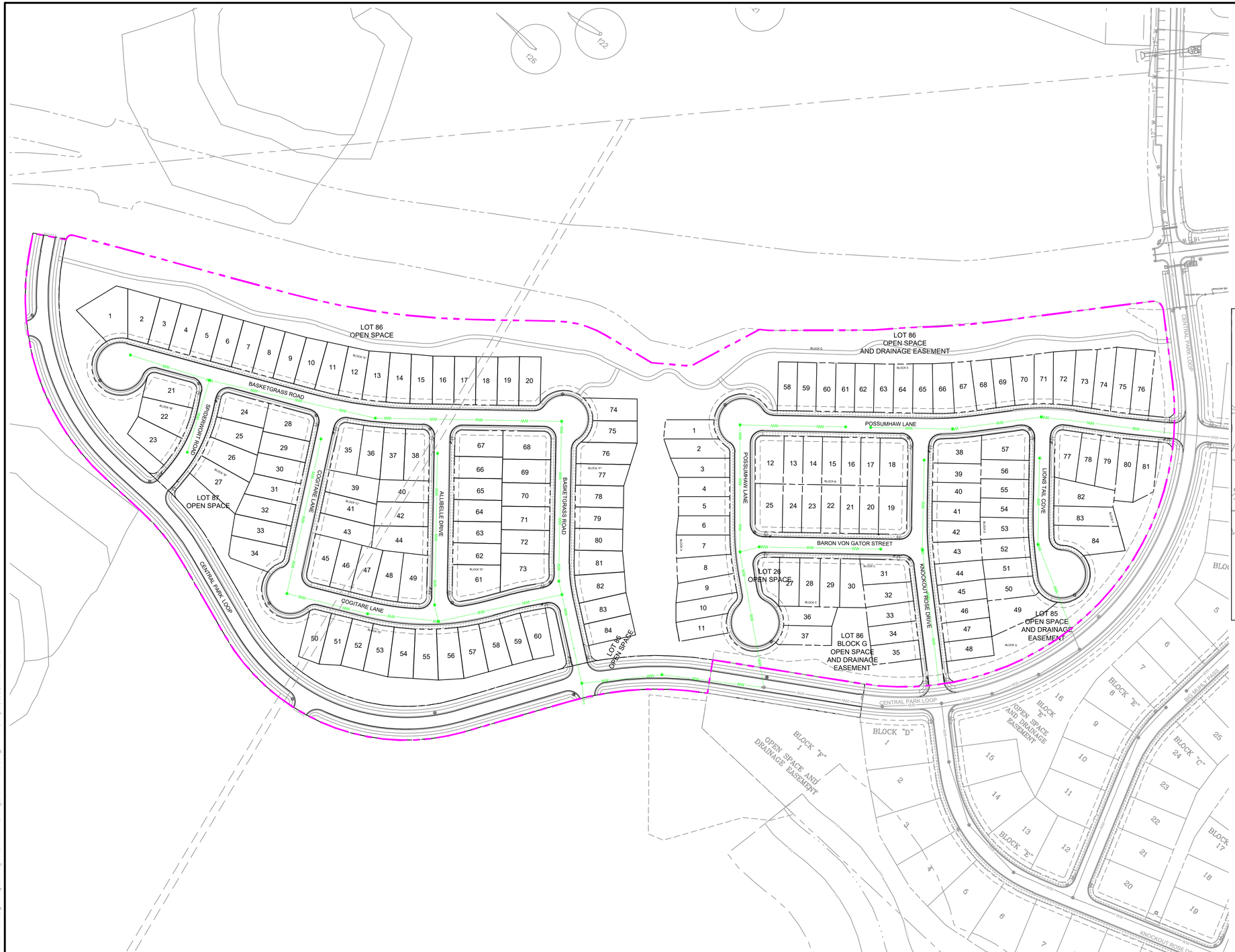

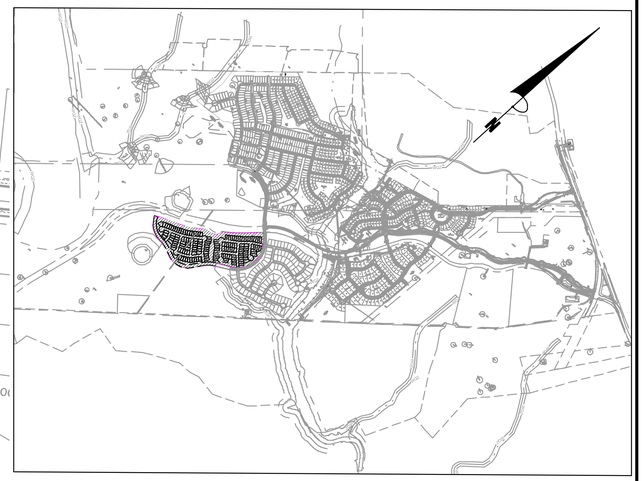

LOCATION MAP
N.T.S.

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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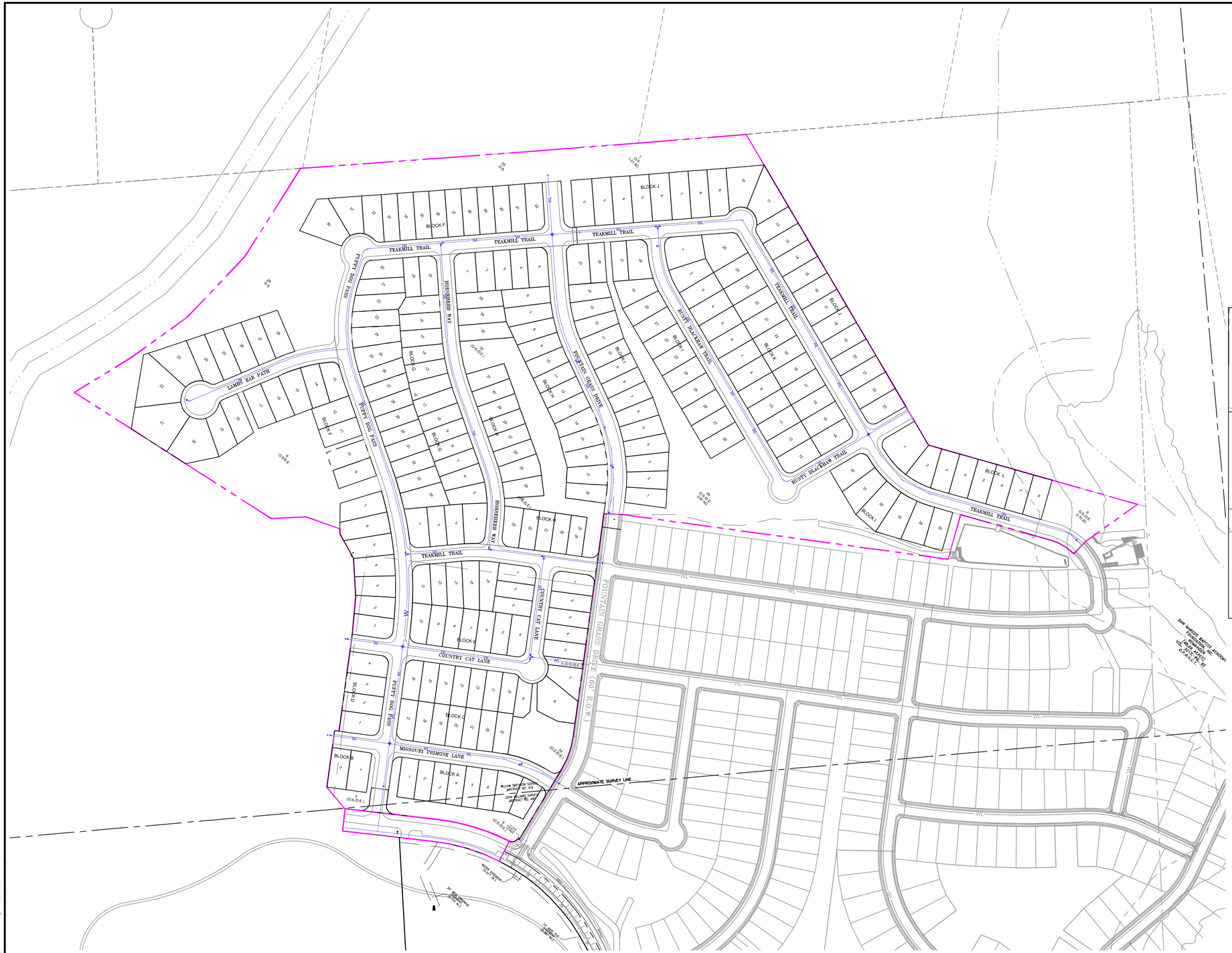

LOCATION MAP
N.T.S.

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

POSSUMHAW LANE

BIG MUHLY PASS

CHEROKEE RIDGE PATH

KNOCKOUT ROSE DRIVE

CENTRAL PARK LOOP

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.

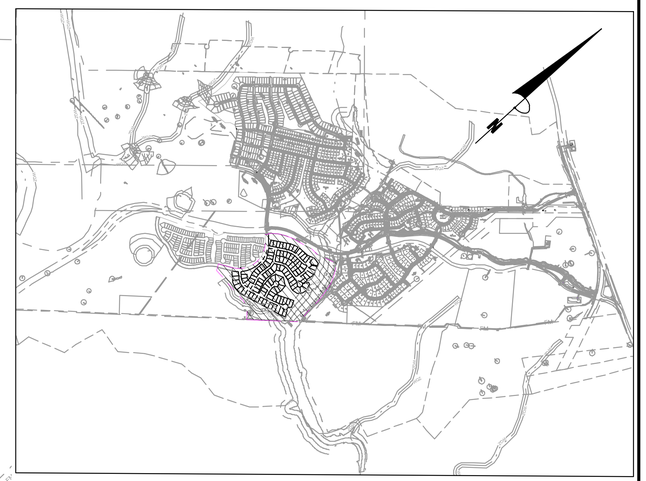
BLOCK F

SKYE

APPROVE

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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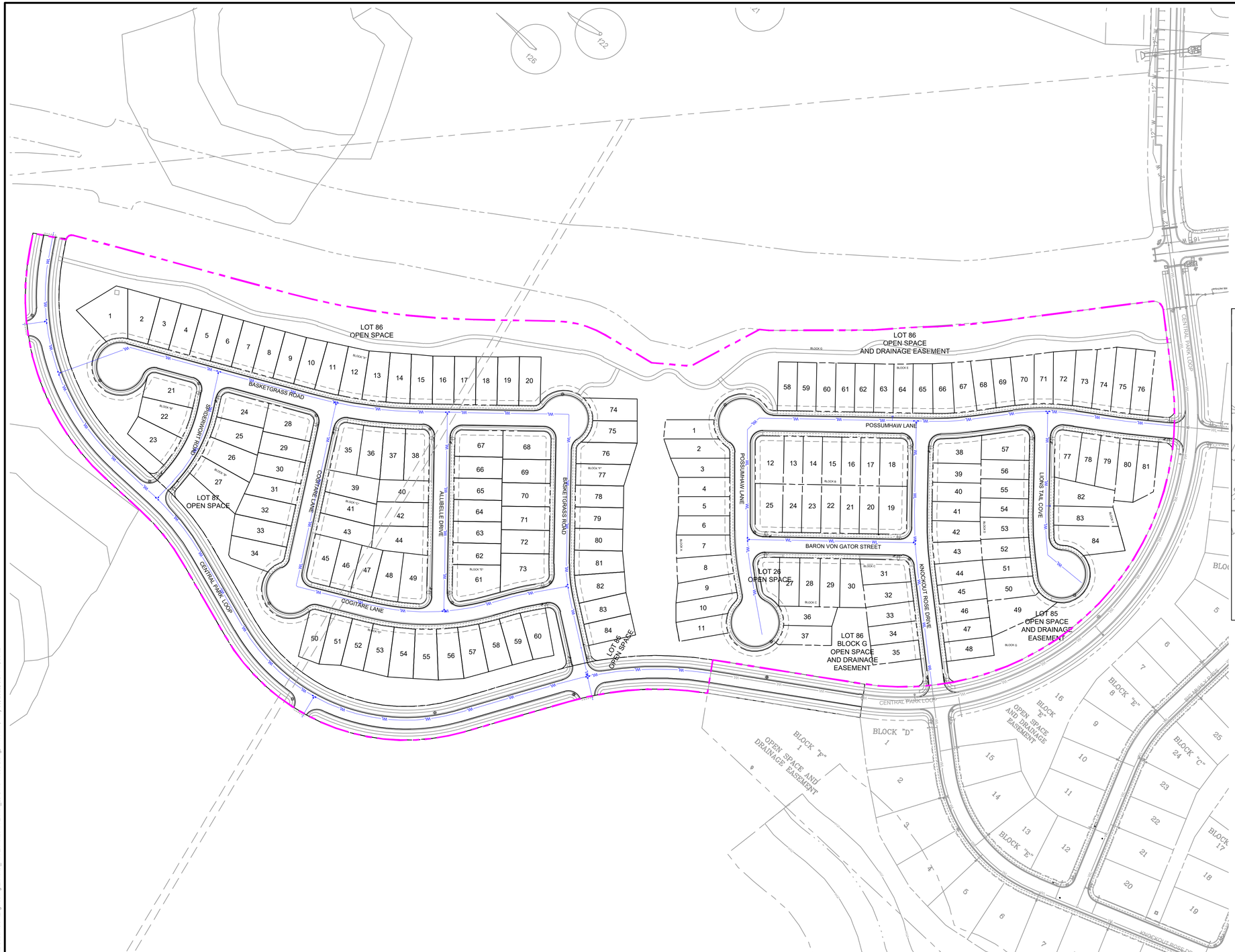

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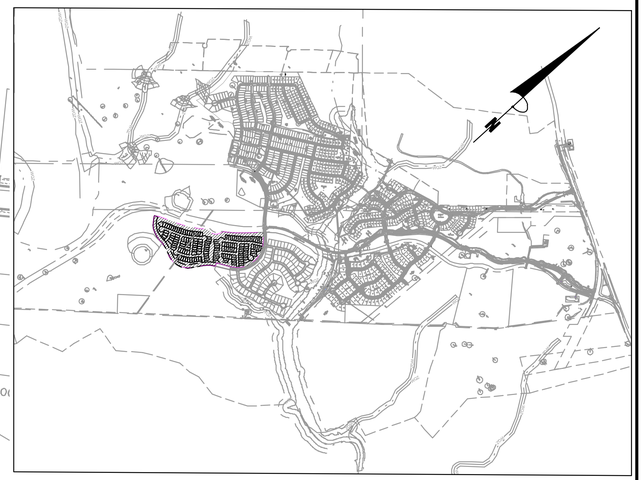
SCALE: 1 INCH = 100 FT

WL 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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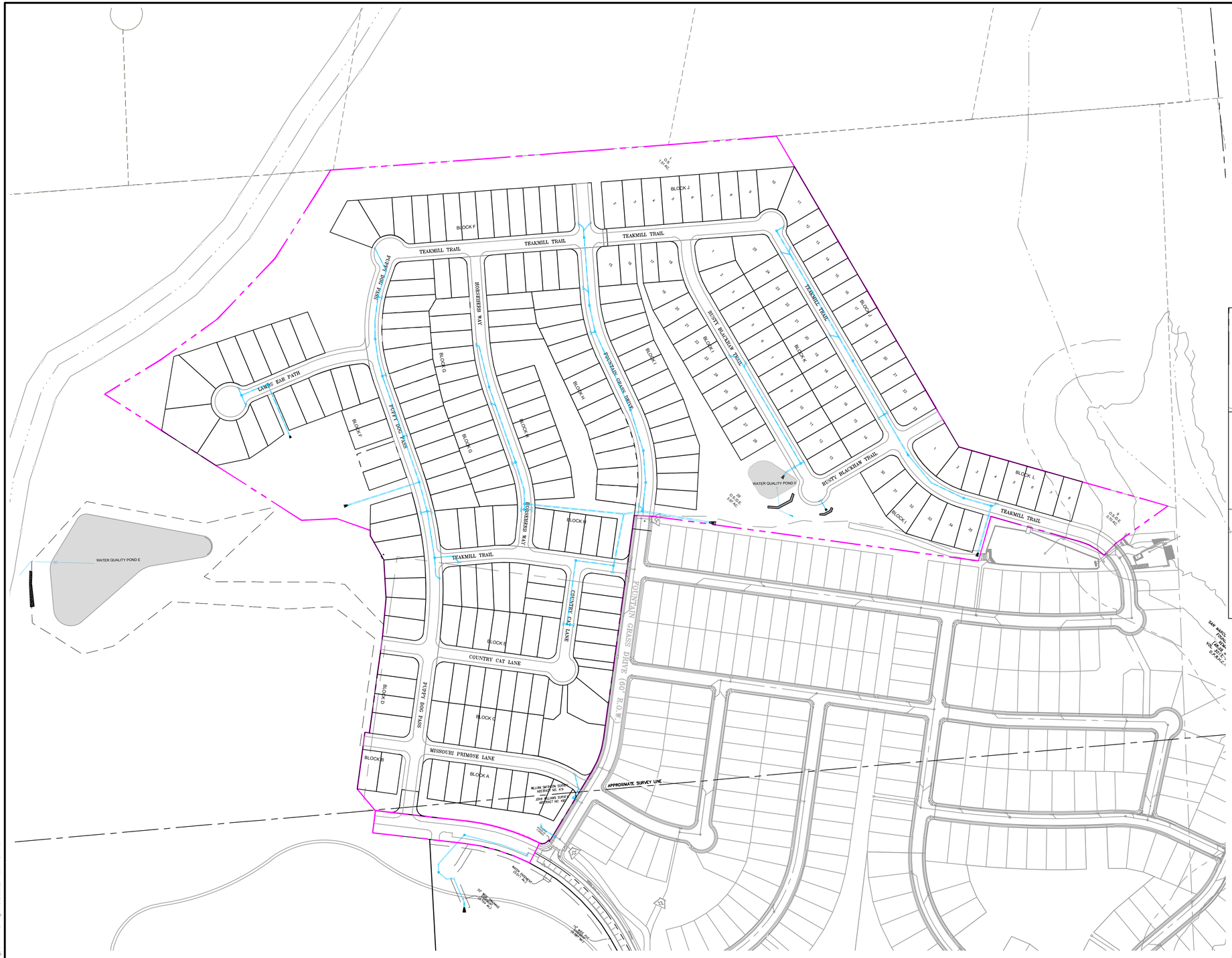
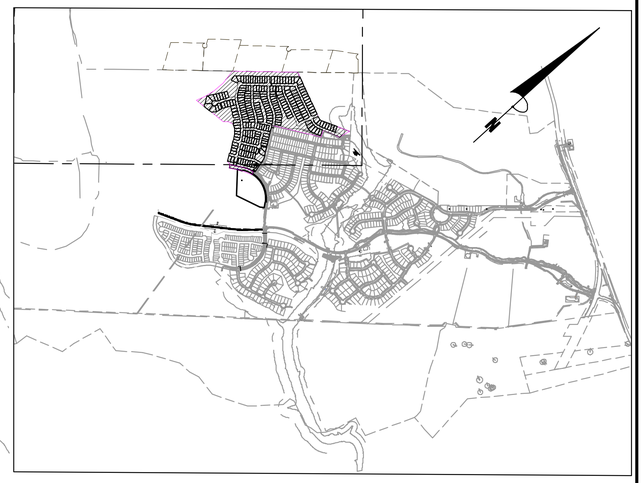


150 0 150 300

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

BLOCK "A" 14

BLOCK "B" 10

BLOCK "A" 6

BLOCK "B" 4

BLOCK "A" 30

BLOCK "C" 12

BLOCK "C" 24

BLOCK "C" 17

BLOCK "E" 8

BLOCK "E" 16

BLOCK "E"

BLOCK "D" 1

BLOCK "D"

BLOCK "D" 16

BLOCK "A" 23

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

BLOCK F

WATER QUALITY POND #1

WATER QUALITY POND #2

WATER QUALITY POND #3

KARST BUFFER S=214

KARST BUFFER S=219

S-216

No CoSM buffer because feature is in vertical stream bank.

SKYE

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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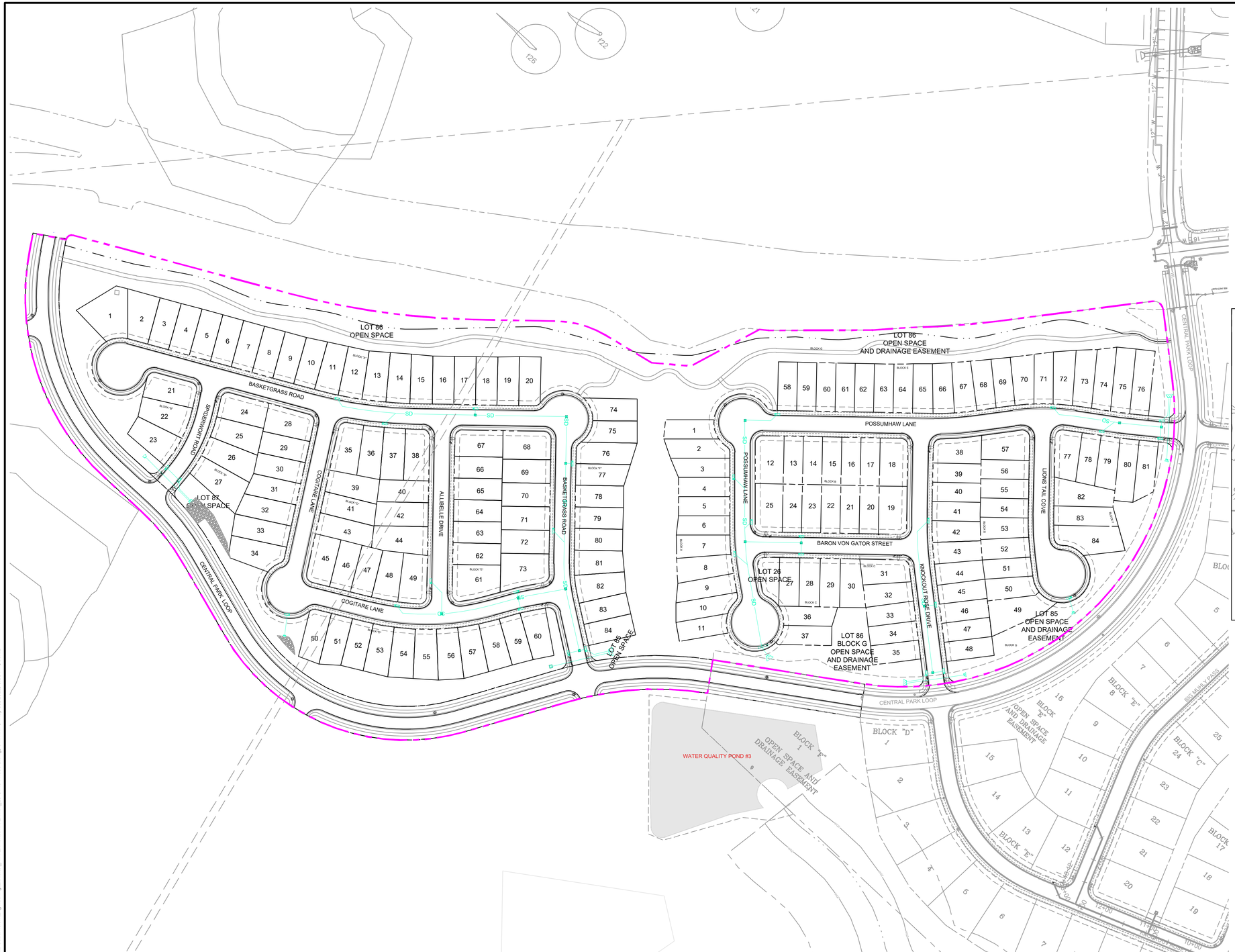

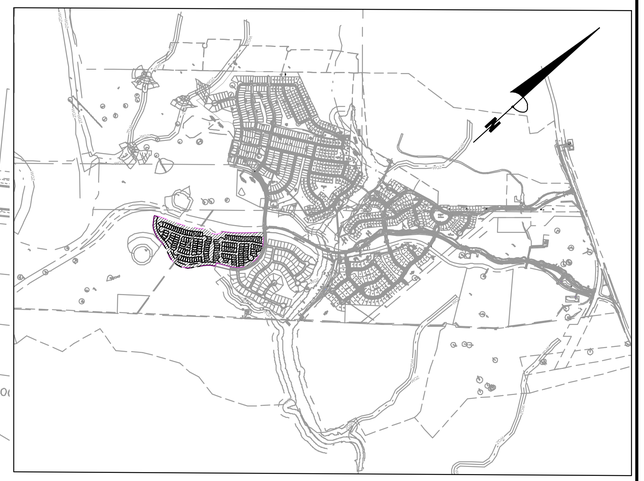

LOCATION MAP
N.T.S.

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 AMOUNT	AMOUNT THIS PERIOD	AMOUNT TO DATE	% (G/C)	Balance To Finish (C - G)	Retainage
						PREVIOUS	THIS PERIOD	TO DATE						
	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 AMOUNT	AMOUNT THIS PERIOD	AMOUNT TO DATE	% (G/C)	Balance To Finish (C - G)	Retainage
						PREVIOUS	THIS PERIOD	TO DATE						
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

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 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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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						
	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

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

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Date: 09/13/2022
Requested By:
Sponsor: Commissioner Shell

Agenda Item

Discussion and possible action to adopt a Resolution approving the forms of the La Cima Public Improvement District Reimbursement Agreement Neighborhood Improvement Area #3 -- Phase 3, the La Cima Public Improvement District Reimbursement Agreement Neighborhood Improvement Area #3 -- Phase 4, the La Cima Public Improvement District Reimbursement Agreement Neighborhood Improvement Area #3 -- Phase 5, the Neighborhood Improvement Area #3 -- Phase 3 Landowner Agreement and Notice of Special Assessments, the Neighborhood Improvement Area #3 -- Phase 4 Landowner Agreement and Notice of Special Assessments and the Neighborhood Improvement Area #3 -- Phase 5 Landowner Agreement and Notice of Special Assessments; authorizing the execution and delivery of such agreements; and approving any additional actions necessary in connection therewith. **SHELL**

Summary

Attachments

Resolution La Cima PID #3

HAYS COUNTY, TEXAS

A RESOLUTION APPROVING THE FORMS OF THE LA CIMA PUBLIC IMPROVEMENT DISTRICT REIMBURSEMENT AGREEMENT NEIGHBORHOOD IMPROVEMENT AREA #3 – PHASE 3, THE LA CIMA PUBLIC IMPROVEMENT DISTRICT REIMBURSEMENT AGREEMENT NEIGHBORHOOD IMPROVEMENT AREA #3 – PHASE 4, THE LA CIMA PUBLIC IMPROVEMENT DISTRICT REIMBURSEMENT AGREEMENT NEIGHBORHOOD IMPROVEMENT AREA #3 – PHASE 5, THE NEIGHBORHOOD IMPROVEMENT AREA #3 – PHASE 3 LANDOWNER AGREEMENT AND NOTICE OF SPECIAL ASSESSMENTS, THE NEIGHBORHOOD IMPROVEMENT AREA #3 – PHASE 4 LANDOWNER AGREEMENT AND NOTICE OF SPECIAL ASSESSMENTS, AND THE NEIGHBORHOOD IMPROVEMENT AREA #3 – PHASE 5 LANDOWNER AGREEMENT AND NOTICE OF SPECIAL ASSESSMENTS; AUTHORIZING THE EXECUTION AND DELIVERY OF SUCH AGREEMENTS; 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 (as defined in the PID Financing Agreement) of Original Owner, and the County, dated as of May 12, 2020 and that certain Second Amendment to La Cima Public Improvement District Financing Agreement by and between the Master Developer and the County, dated as of August 30, 2022; and

WHEREAS, the property within the District is being developed in phases with certain improvements to be constructed over time to serve the District; and

WHEREAS, Master Developer has represented to the County that it is ready to commence development of a third improvement area within the District ("Neighborhood

Improvement Area #3"), which is being developed in three phases ("Phase 3," "Phase 4" and "Phase 5"); and

WHEREAS, pursuant to Section 5.08 of the PID Financing Agreement, the Master Developer and the County have agreed to enter into Acquisition and Reimbursement Agreements (as defined in the PID Financing Agreement) in connection with the construction of any Authorized Improvements serving Neighborhood Improvement Area #3 (the "Neighborhood Improvement Area #3 Improvements"); and

WHEREAS, on September 13, 2022, the Commissioners Court approved an Order, which, among other things, approved the "La Cima Public Improvement District 2022 Amended and Restated Service and Assessment Plan" (the "2022 Amended and Restated Service and Assessment Plan") and levied special assessments against the Assessed Parcels within Neighborhood Improvement Area #3 (the "Neighborhood Improvement Area #3 Assessments"); and

WHEREAS, LCSM Ph. 3, LLC, a Texas limited liability company wholly owned by the Master Developer (the "Phase 3 Owner"), is the landowner of Phase 3, and LCSM Ph. 4, LLC, a Texas limited liability company wholly owned by the Master Developer, is the landowner of Phase 4 and Phase 5 (the "Phase 4 Owner" or "Phase 5 Owner," as the case may be); and

WHEREAS, in connection with the development of property within Neighborhood Improvement Area #3 and in accordance with Section 5.08 of the PID Financing Agreement, the County desires to approve the forms of and authorize the execution and delivery of the Phase 3 Reimbursement Agreement, Phase 4 Reimbursement Agreement and Phase 5 Reimbursement Agreement (each as defined below and, collectively, the "Neighborhood Improvement Area #3 Reimbursement Agreements"); and

WHEREAS, the Neighborhood Improvement Area #3 Reimbursement Agreements satisfy the requirements of Section 372.023 of the PID Act and are an appropriate method of reimbursement for the costs associated with the construction and development of the Neighborhood Improvement Area #3 Improvements in Phase 3, Phase 4 and Phase 5 of Neighborhood Improvement Area #3; and

WHEREAS, in connection with the levy of the Neighborhood Improvement Area #3 Assessments to finance the costs of the Neighborhood Improvement Area #3 Improvements, the Commissioners Court hereby finds and determines to approve the form, terms and provisions of the Phase 3 Landowner Agreement, Phase 4 Landowner Agreement and Phase 5 Landowner Agreement (each as defined below); 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 2022 Amended and Restated Service and Assessment Plan.

SECTION 2. Approval of Phase 3 Reimbursement Agreement. That certain "La Cima Public Improvement District Reimbursement Agreement Neighborhood Improvement Area #3 – Phase 3" by and between the County and the Phase 3 Owner (the "Phase 3 Reimbursement Agreement") 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 Phase 3 Reimbursement Agreement 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. Approval of Phase 4 Reimbursement Agreement. That certain "La Cima Public Improvement District Reimbursement Agreement Neighborhood Improvement Area #3 – Phase 4" by and between the County and the Phase 4 Owner (the "Phase 4 Reimbursement Agreement") is hereby authorized and approved in substantially the form attached hereto as Exhibit B 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 Phase 4 Reimbursement Agreement 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 4. Approval of Phase 5 Reimbursement Agreement. That certain "La Cima Public Improvement District Reimbursement Agreement Neighborhood Improvement Area #3 – Phase 5" by and between the County and the Phase 5 Owner (the "Phase 5 Reimbursement Agreement") is hereby authorized and approved in substantially the form attached hereto as Exhibit C 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 Phase 5 Reimbursement Agreement 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 5. Approval of Phase 3 Landowner Agreement. That certain "Neighborhood Improvement Area #3 – Phase 3 Landowner Agreement and Notice of Special Assessments " by and between the County and the Phase 3 Owner (the "Phase 3 Landowner Agreement") is hereby authorized and approved in substantially the form attached hereto as Exhibit D 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 Phase 3 Landowner Agreement 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 6. Approval of Phase 4 Landowner Agreement. That certain "Neighborhood Improvement Area #3 – Phase 4 Landowner Agreement and Notice of Special Assessments" by and between the County and the Phase 4 Owner (the "Phase 4 Landowner Agreement") is hereby

authorized and approved in substantially the form attached hereto as Exhibit E 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 Phase 4 Landowner Agreement 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 7. Approval of Phase 5 Landowner Agreement. That certain "Neighborhood Improvement Area #3 – Phase 5 Landowner Agreement and Notice of Special Assessments" by and between the County and the Phase 5 Owner (the "Phase 5 Landowner Agreement") is hereby authorized and approved in substantially the form attached hereto as Exhibit F 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 Phase 5 Landowner Agreement 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 8. 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 9. 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 10. Effect of Headings. The Section headings herein are for convenience only and shall not affect the construction hereof.

SECTION 11. 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 12. 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 SEPTEMBER 13, 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

LA CIMA PUBLIC IMPROVEMENT DISTRICT
REIMBURSEMENT AGREEMENT
NEIGHBORHOOD IMPROVEMENT AREA #3 – PHASE 3

[See attached]

LA CIMA PUBLIC IMPROVEMENT DISTRICT
REIMBURSEMENT AGREEMENT
NEIGHBORHOOD IMPROVEMENT AREA #3 – PHASE 3

This La Cima Public Improvement District Reimbursement Agreement Neighborhood Improvement Area #3 – Phase 3 (this "Reimbursement Agreement") is executed between Hays County, Texas ("County") and LCSM Ph. 3, LLC ("NIA #3 – Phase 3 Owner"), a Texas limited liability company wholly owned by La Cima San Marcos, LLC, a Texas limited liability company (including its Designated Successors and Assigns, the "Master Developer"), to be effective September 13, 2022 (each individually referred to as a "Party" and collectively as the "Parties"). This Reimbursement Agreement is entered into pursuant to Section 5.08 of the La Cima Public Improvement District Financing Agreement dated July 21, 2015, as amended (the "PID Financing Agreement") between the County and Master Developer, as successor in interest to Lazy Oaks Ranch, LP ("Original Owner"). Capitalized terms in this Reimbursement Agreement have the meanings given to them in the PID Financing Agreement, unless otherwise provided in this Reimbursement Agreement.

RECITALS

WHEREAS, on September 23, 2014, the Court passed and approved Resolution No. 30162 (the "Creation Resolution") authorizing the creation of the La Cima Public Improvement District (the "District") covering approximately 2,046 acres of land described by a map thereof in the Creation Resolution (the "District Property");

WHEREAS, the purpose of the District is to finance certain improvements authorized by Chapter 372, Texas Local Government Code (as may be amended, the "PID Act") that promote the interests of the County and confer a special benefit on the District Property;

WHEREAS, the District Property is being developed in Neighborhood Improvement Areas with certain improvements to be constructed over time to serve District Property (or portions thereof);

WHEREAS, Original Owner has designated Master Developer as its Designated Successor or Assign, and Master Developer has assumed, all of Original Owner's rights and obligations under the PID Financing Agreement with respect to the Major Public Improvements and the Neighborhood Public Improvements;

WHEREAS, special assessments (the "Master Public Improvements Special Assessments") have been levied against the Assessed Parcels within the District for the construction of the Major Public Improvements in accordance with the La Cima Public Improvement District Service and Assessment Plan dated July 21, 2015 (as updated and amended from time to time, the "Original Service and Assessment Plan");

WHEREAS, on October 20, 2020, the Court approved the La Cima Public Improvement District 2020 Amended and Restated Service and Assessment Plan (as updated and amended from time to time, the "2020 Amended and Restated Service and Assessment Plan"), which amended and restated the Original Service and Assessment Plan in its entirety;

WHEREAS, Original Owner has conveyed to NIA #3 – Phase 3 Owner approximately 74.24 acres in the District, being more particularly described in Exhibit A attached hereto and made a part hereof ("NIA #3 - Phase 3"), to be included in the third Neighborhood Improvement Area ("NIA #3"), which NIA #3 is generally depicted on Exhibit X to the La Cima Public Improvement District 2022 Amended and Restated Service and Assessment Plan (the "2022 Amended and Restated Service and Assessment Plan");

WHEREAS, NIA #3 – Phase 3 Owner has commenced the design and construction of the "Phase 3 Improvements" (herein so-called) which are more particularly described in the 2022 Amended and Restated Service and Assessment Plan;

WHEREAS, on September 7, 2022, the Master Public Improvements Special Assessment levied against NIA #3 - Phase 3 was prepaid in full;

WHEREAS, the Court has approved the 2022 Amended and Restated Service and Assessment Plan, which amended and restated the 2020 Amended and Restated Service and Assessment Plan in its entirety, and, in accordance therewith, levied special assessments against the Assessed Parcels within NIA #3 – Phase 3 (the "NIA #3 – Phase 3 Assessed Parcels") in the amount of $11,605,205 (the "NIA #3 – Phase 3 Special Assessments") for the Actual Costs of the Phase 3 Improvements;

WHEREAS, all revenue received and collected by the County from the NIA #3 – Phase 3 Special Assessments (excluding any reasonable collection and/or administrative costs, the "NIA #3 – Phase 3 Special Assessment Revenues") shall be deposited into (i) prior to the issuance of NIA #3 Bonds or NIA #3 Additional Bonds (each as defined herein) or in the event no NIA #3 Bonds or NIA #3 Additional Bonds, if any, are issued, an account held by the County that is segregated from all other funds of the County (the "NIA #3 – Phase 3 Reimbursement Fund") and used solely for the purposes set forth herein, and (ii) if NIA #3 Bonds or NIA #3 Additional Bonds, if any, are issued, in accordance with the Indenture related to such NIA #3 Bonds or NIA #3 Additional Bonds, if any, and used solely for the purposes set forth in the Indenture;

WHEREAS, the Parties intend that the NIA #3 – Phase 3 Reimbursement Obligation (defined below) shall be reimbursed to NIA #3 – Phase 3 Owner from (i) NIA#3 – Phase 3 Special Assessment Revenues on deposit in the NIA #3 – Phase 3 Reimbursement Fund; (ii) the net proceeds (after payment of costs of issuance) of Neighborhood Improvement PID Bonds issued by the County and secured in whole or in part by NIA #3 – Phase 3 Special Assessment Revenues (the "NIA #3 Bonds") that are allocable to the NIA #3 – Phase 3 Assessed Parcels under the 2022 Amended and Restated Service and Assessment Plan (the "NIA #3 – Phase 3 Net Bond Proceeds"); and/or (iii) the net proceeds of Additional Neighborhood Improvement PID Bonds issued by the

County and secured in whole or in part by the NIA #3 – Phase 3 Special Assessment Revenues (the "NIA #3 Additional Bonds") that are allocable to the NIA #3 – Phase 3 Assessed Parcels (the "NIA #3 – Phase 3 Net Additional Bond Proceeds"); and

NOW THEREFORE, FOR VALUABLE CONSIDERATION THE RECEIPT AND ADEQUACY OF WHICH ARE ACKNOWLEDGED, THE PARTIES AGREE AS FOLLOWS:

1. Recitals. The recitals in the "WHEREAS" clauses of this Reimbursement Agreement are true and correct and are incorporated as part of this Reimbursement Agreement for all purposes.

2. Deposit of NIA #3 – Phase 3 Special Assessment Revenues. Prior to the issuance of NIA #3 Bonds or NIA #3 Additional Bonds or in the event no NIA #3 Bonds or NIA #3 Additional Bonds are issued, the County shall cause the NIA #3 – Phase 3 Special Assessment Revenues to be deposited into the NIA #3 – Phase 3 Reimbursement Fund. Upon the issuance of NIA #3 Bonds or NIA #3 Additional Bonds, the County shall cause the NIA #3 – Phase 3 Special Assessment Revenues to be deposited, in accordance with the Indenture related to such NIA #3 Bonds or NIA #3 Additional Bonds.

3. NIA #3 – Phase 3 Reimbursement Obligation. Subject to the terms, conditions, and requirements contained herein, the County agrees to reimburse the NIA #3 – Phase 3 Owner, and the NIA #3 – Phase 3 Owner shall be entitled to receive from the County, the amount equal to the Actual Cost of the Phase 3 Improvements (the "NIA #3 – Phase 3 Reimbursement Obligation") plus interest on the unpaid balance in accordance with the terms of this Reimbursement Agreement until December 31, 2052 (the "Maturity Date"), unless this Reimbursement Agreement is terminated prior to the Maturity Date; provided, however, the NIA #3 – Phase 3 Reimbursement Obligation shall not exceed the lesser of the Actual Cost of the Phase 3 Improvements and $11,605,205, plus simple interest accrued below. The NIA #3 – Phase 3 Reimbursement Obligation shall be payable to the NIA #3 – Phase 3 Owner solely from: (i) the NIA #3 – Phase 3 Special Assessment Revenues deposited in the NIA #3 – Phase 3 Reimbursement Fund; (ii) the NIA #3 – Phase 3 Net Bond Proceeds; (iii) the NIA #3 – Phase 3 Net Additional Bond Proceeds; or (iv) a combination of items (i), (ii) and (iii). The NIA #3 – Phase 3 Reimbursement Obligation is authorized by the PID Act, was approved by the Court, and represents the total costs to be assessed against the NIA #3 – Phase 3 Assessed Parcels for the Phase 3 Improvements, which, upon completion, will be dedicated in fee and accepted by the County or City, as applicable, pursuant to the terms of the PID Financing Agreement. The unpaid NIA #3 – Phase 3 Reimbursement Obligation shall bear simple interest per annum at the rate of 6.00% until the Maturity Date or until NIA #3 Bonds and/or NIA #3 Additional Bonds are sold, if ever, and this rate was determined by the Court not to exceed 2% above the highest average index rate for tax-exempt bonds reported in the 20-Bond Revenue Index published in *The Bond Buyer* (a

daily or weekly publication that publishes this interest rate index) and reported in the month before the effective date of this Reimbursement Agreement. If any portion of the NIA #3 – Phase 3 Reimbursement Obligation remains unpaid after the County has elected to sell NIA #3 Bonds, the interest rate paid to the NIA #3 – Phase 3 Owner on such portion shall be the same as the interest rate on the NIA #3 Bonds; provided, however, that the interest rate on the NIA #3 – Phase 3 Reimbursement Obligation shall not exceed 6.00% or the maximum amount of interest permitted under the PID Act, whichever is lower. Simple interest on the NIA #3 – Phase 3 Reimbursement Obligation accrues from the date that the applicable Certification for Payment is approved by the County. The interest rate has been approved by the Court and complies with the PID Act.

A budget for the Actual Costs of the Phase 3 Improvements is included in the 2022 Amended and Restated Service and Assessment Plan.

4. Unpaid Balance. The unpaid principal balance of the NIA #3 – Phase 3 Reimbursement Obligation, plus simple interest as described above (collectively, the "Unpaid Balance"), is payable to the NIA #3 – Phase 3 Owner and secured under this Reimbursement Agreement solely as described herein. No other County funds, revenue, taxes, income, or property shall be used even if the Unpaid Balance is not paid in full at the Maturity Date. The County acknowledges and agrees that until the Unpaid Balance is paid in full, the obligation of the County to use NIA #3 – Phase 3 Assessment Revenues on deposit in the NIA #3 – Phase 3 Reimbursement Fund, the NIA #3 – Phase 3 Net Bond Proceeds, if NIA #3 Bonds are issued, and the NIA #3 – Phase 3 Net Additional Bond Proceeds, if NIA #3 Additional Bonds are issued, to pay the Unpaid Balance to NIA #3 – Phase 3 Owner is absolute and unconditional and that the County does not have, and will not assert, any defenses to such obligation.

5. County Collection Efforts. The County will use all reasonable efforts to receive and collect NIA #3 – Phase 3 Special Assessments concurrently with the collection of County ad valorem taxes (including the foreclosure of liens resulting from the nonpayment of the Major Improvement Area Special Assessments levied for the payment of the Major Improvement PID Bonds and any Additional Major Improvement PID Bonds, the NIA #3 – Phase 3 Special Assessments or other charges due and owing under the 2022 Amended and Restated Service and Assessment Plan), and upon receipt and collection, immediately deposit the same into the NIA #3 – Phase 3 Reimbursement Fund or in accordance with the Indenture, as applicable. Notwithstanding its collection efforts, if the County fails to receive all or any part of the NIA #3 – Phase 3 Special Assessments, such failure and inability shall not constitute default by the County under this Reimbursement Agreement. This Reimbursement Agreement and/or any of the NIA #3 Bonds and NIA #3 Additional Bonds shall never give rise to or create:

a. a charge against the general credit or taxing powers of the County or any other taxing unit; or

b. a debt or other obligation of the County payable from any source of revenue, taxes, income, or properties of the County other than from the NIA #3 – Phase 3 Special Assessments or from the net proceeds of the NIA #3 Bonds and the NIA #3 Additional Bonds, if any, allocable to the costs of the Phase 3 Improvements.

6. Process for Payment of the NIA #3 – Phase 3 Reimbursement Obligation. After completion of construction of the Phase 3 Improvements, NIA #3 – Phase 3 Owner may submit (but not more frequently than monthly) to the County a written request for payment from the NIA #3 – Phase 3 Reimbursement Fund or, if NIA #3 Bonds or NIA #3 Additional Bonds are issued, from the proceeds of the issuance of such NIA #3 Bonds and/or NIA #3 Additional Bonds, in accordance with the Indenture, in the form attached hereto as Exhibit B (each a "Certification for Payment") to disburse funds to pay for the cost of designing and constructing the applicable Phase 3 Improvements. Each Certification for Payment shall designate the Phase 3 Improvements (or portion thereof) to which the Certification for Payment pertains. This process will continue until the Unpaid Balance is paid in full, whether from NIA #3 – Phase 3 Special Assessments or from the proceeds of the issuance of NIA #3 Bonds and/or NIA #3 Additional Bonds, if any.

7. Issuance of Neighborhood Improvement PID Bonds. Upon completion of 75% of the Neighborhood Public Improvements benefiting NIA#3, the County may consider the issuance of NIA #3 Bonds to reimburse the NIA #3 – Phase 3 Owner for the Unpaid Balance. If the NIA #3 Bonds are issued and the NIA #3 – Phase 3 Net Bond Proceeds are not sufficient to fully reimburse the NIA #3 – Phase 3 Owner for the Unpaid Balance, then, in addition to receiving the NIA #3 – Phase 3 Net Bond Proceeds, the NIA #3 – Phase 3 Owner may continue to receive the NIA #3 – Phase 3 Reimbursement Obligation until it receives the Unpaid Balance. Furthermore, if the NIA #3 – Phase 3 Owner has still not received the entire Unpaid Balance after the foregoing actions, then, so long as the applicable Future Bonds Test is satisfied, the County may consider the issuance of NIA #3 Additional Bonds to reimburse NIA #3 – Phase 3 Owner for the Unpaid Balance. In the case where NIA #3 Bonds are issued and do not cover the entire Unpaid Balance, then NIA #3 – Phase 3 Special Assessment Revenues shall first be used to service the NIA #3 Bonds and then to reimburse NIA #3 – Phase 3 Owner for the Unpaid Balance. The Parties acknowledge that the approval of the issuance of any NIA #3 Bonds or any NIA #3 Additional Bonds by the Court is a governmental function within the Court's sole discretion.

8. Termination. Once all payments paid to the NIA #3 – Phase 3 Owner under this Reimbursement Agreement (including NIA #3 – Phase 3 Net Bond Proceeds and NIA #3 – Phase 3 Net Additional Bond Proceeds) equal the Unpaid Balance, this

Reimbursement Agreement shall terminate; provided, however that if on the Maturity Date, after application of the NIA #3 – Phase 3 Net Bond Proceeds and NIA #3 – Phase 3 Net Additional Bond Proceeds, any portion of the Unpaid Balance remains unpaid, such Unpaid Balance shall be canceled and for all purposes of this Reimbursement Agreement shall be deemed to have been conclusively and irrevocably PAID IN FULL; provided further that if any NIA #3 – Phase 3 Assessment Revenues remain due and payable and are uncollected on the Maturity Date, such NIA #3 – Phase 3 Assessment Revenues, when, as, and if collected after the Maturity Date, shall be applied to any amounts due in connection with outstanding NIA #3 Bonds and NIA #3 Additional Bonds, allocable to the costs of the NIA #3 Improvements, and then paid to the NIA #3 – Phase 3 Owner and applied to the Unpaid Balance.

9. Non-Recourse Obligation. The obligations of the County under this Reimbursement Agreement are non-recourse and payable only from (i) NIA #3 – Phase 3 Special Assessments, or (ii) NIA #3 – Phase 3 Net Bond Proceeds and NIA #3 – Phase 3 Net Additional Bond Proceeds, and such obligations do not create a debt or other obligation payable from any other County revenues, taxes, income, or property. None of the County or any of its elected or appointed officials or any of its employees shall incur any liability hereunder to the NIA #3 – Phase 3 Owner or any other party in their individual capacities by reason of this Reimbursement Agreement or their acts or omission under or related to this Reimbursement Agreement.

10. No Defense. Following the County's inspection and approval of the Phase 3 Improvements, there will be no conditions or defenses to the obligation of the County to use the NIA #3 – Phase 3 Net Bond Proceeds or NIA #3 – Phase 3 Net Additional Bond Proceeds to pay the Unpaid Balance and to pledge the NIA #3 – Phase 3 Special Assessment Revenues as security for such NIA #3 Bonds or NIA #3 Additional Bonds, other than the County's right to pay costs of issuance of such bonds and/or other costs incurred by the County relating to the Phase 3 Improvements (as identified in the 2022 Amended and Restated Service and Assessment Plan). As applicable, the County hereby agrees to transfer such portion of the NIA #3 – Phase 3 Special Assessment Revenues to the Trustee under the Indenture.

11. No Waiver. Nothing in this Reimbursement Agreement is intended to constitute a waiver by the County of any remedy the County may otherwise have outside this Reimbursement Agreement against any person or entity involved in the design, construction, or installation of the Phase 3 Improvements.

12. Amendment for NIA #3 Additional Bonds. If NIA #3 Additional Bonds are issued in the future, the NIA #3 – Phase 3 Owner and County hereby agree to amend this Reimbursement Agreement (if required or reasonably necessary) to adjust defined terms and/or other applicable provisions.

13. Ownership of NIA #3 – Phase 3 Assessed Parcels. As of the date of this Reimbursement Agreement, the NIA #3 – Phase 3 Owner owns 100% of the NIA #3 – Phase 3 Assessed Parcels. The NIA #3 – Phase 3 Owner acknowledges that the Phase 3 Improvements will confer a special benefit on the NIA #3 – Phase 3 Assessed Parcels and consents to the imposition of the NIA #3 – Phase 3 Special Assessments to pay for the Actual Costs associated therewith. Following the approval of the 2022 Amended and Restated Service and Assessment Plan and the levy of the NIA #3 – Phase 3 Special Assessments, the NIA #3 – Phase 3 Owner agrees to ratify, confirm, accept, agree to and approve: (i) the determinations and findings by the Court as to the special benefits described herein and the Assessment Order; (ii) the 2022 Amended and Restated Service and Assessment Plan and the applicable Assessment Order, and (iii) the levying of the NIA #3 – Phase 3 Special Assessments on NIA #3 – Phase 3 Assessed Parcels.

14. Governing Law; Venue. This Reimbursement Agreement is being executed and delivered, and is intended to be performed in the State of Texas. Except to the extent that the laws of the United States may apply to the terms hereof, the substantive laws of the State of Texas shall govern the validity, construction, enforcement, and interpretation of this Reimbursement Agreement. In the event of a dispute involving this Reimbursement Agreement, venue for such dispute shall lie in any court of competent jurisdiction in Hays County, Texas.

15. Notice. Any notice required or contemplated by this Reimbursement Agreement shall be deemed given at the addresses shown below: (i) when delivered by a national company such as FedEx or UPS with evidence of delivery signed by any person at the delivery address regardless of whether such person was the named addressee; or (ii) 24 hours after the notice was deposited with the United States Postal Service, Certified Mail, Return Receipt Requested. Any Party may change its address by delivering written notice of such change in accordance with this section.

County:	Hays County Commissioners Court 111 E San Antonio St, Suite 300 San Marcos, TX 78666 Facsimile: 512.393.2205
With a copy to:	Hays County General Counsel Attn: Mark Kennedy 111 E San Antonio St, Suite 202 San Marcos, TX 78666 Facsimile: 512.393.2219
	Orrick, Herrington & Sutcliffe LLP Attn: Julie Houston 300 West 6th Street Suite 1850

Austin, Texas 78701

If to NIA #3 - Phase 3 Owner:

LCSM Ph. 3, LLC
Attn: Bryan Lee
303 Colorado, Suite 2300
Austin, TX 78701
Facsimile: 512.457.8008

16. Invalid Provisions. If any provision of this Reimbursement Agreement is held invalid by any court, such holding shall not affect the validity of the remaining provisions, and the remainder of this Reimbursement Agreement shall remain in full force and effect.

17. Exclusive Rights of NIA #3 – Phase 3 Owner. NIA #3 – Phase 3 Owner's right, title and interest into the payments of NIA #3 – Phase 3 Reimbursement Obligation, as described herein, shall be the sole and exclusive property of NIA #3 – Phase 3 Owner (or its Transferee) and no other third party shall have any claim or right to such funds unless NIA #3- Phase 3 Owner transfers its rights to its Unpaid Balance to a Transferee in writing and otherwise in accordance with the requirements set forth herein. Subject to the terms of Section 19 hereof, NIA #3 – Phase 3 Owner has the right to convey, transfer, assign, mortgage, pledge, or otherwise encumber, in whole or in part, all or any portion of NIA #3 – Phase 3 Owner's right, title, or interest under this Reimbursement Agreement including, but not limited to, any right, title or interest of NIA #3 – Phase 3 Owner in and to payment of its Unpaid Balance (a "Transfer," and the person or entity to whom the transfer is made, a "Transferee"). Notwithstanding the foregoing, no Transfer shall be effective until written notice of the Transfer, including the name and address of the Transferee, is provided to the County in accordance with Section 15 above. The County may rely conclusively on any written notice of a Transfer provided by NIA #3 – Phase 3 Owner without any obligation to investigate or confirm the Transfer.

18. Assignment.

    a. Subject to subparagraph (b) below, NIA #3 – Phase 3 Owner may, in its sole and absolute discretion, assign this Reimbursement Agreement with respect to all or part of NIA #3 – Phase 3 from time to time to any third party. NIA #3 – Phase 3 Owner shall provide the County thirty (30) days prior written notice of any such assignment. Upon such assignment or partial assignment, NIA #3 – Phase 3 Owner shall be fully released from any and all obligations under this Reimbursement Agreement and shall have no further liability with respect to this Reimbursement Agreement for the part of NIA #3 – Phase 3 so assigned.

    b. Any sale of a portion of NIA #3 – Phase 3 or assignment of any right hereunder shall not be deemed a sale or assignment to a Designated Successor or Assign unless the conveyance or transfer instrument effecting such sale or assignment expressly states that the sale or assignment is to a Designated Successor or Assign.

c. Any sale of a portion of NIA #3 – Phase 3 or assignment of any right hereunder shall not be deemed a Transfer unless the conveyance or transfer instrument effecting such sale or assignment expressly states that the sale or assignment is deemed to be a Transfer.

d. "Designated Successors and Assigns" shall mean (i) an entity to which NIA #3 – Phase 3 Owner assigns (in writing) its rights and obligations contained in this Reimbursement Agreement pursuant to Section 19; (ii) any entity which is the successor by merger or otherwise to all or substantially all of NIA #3 – Phase 3 Owner's assets and liabilities including, but not limited to, any merger or acquisition pursuant to any public offering or reorganization to obtain financing and/or growth capital; or (iii) any entity which may have acquired all of the outstanding stock or ownership of assets of NIA #3 – Phase 3 Owner.

19. Transfer.

a. NIA #3 – Phase 3 Owner's right, title and interest into the payments of unreimbursed Actual Costs shall be the sole and exclusive property of NIA #3 – Phase 3 Owner (or its Transferee) and no other third party shall have any claim or right to such funds unless NIA #3 – Phase 3 Owner transfers its rights to its unreimbursed Actual Costs to a Transferee in writing and otherwise in accordance with the requirements set forth herein. Subject to the terms of Section 18 hereof, NIA #3 – Phase 3 Owner has the right to convey, transfer, assign, mortgage, pledge, or otherwise encumber, in whole or in part, all or any portion of NIA #3 – Phase 3 Owner's right, title, or interest under this Reimbursement Agreement including, but not limited to, any right, title or interest of NIA #3 – Phase 3 Owner in and to payment of its unreimbursed Actual Costs. The NIA #3 – Phase 3 Owner waives and releases all rights or claims against the County for any funds paid to a third party as a result of a Transfer for which the County received notice. The foregoing notwithstanding, no Transfer of payments hereunder may be pledged to the payment of debt service on public securities issued by any state of the United States or any political subdivision thereof without the approval of the Court. Notwithstanding the foregoing, no Transfer shall be effective until written notice of the Transfer, including the name and address of the Transferee, is provided to the County. The County may rely conclusively on any written notice of a Transfer provided by NIA #3 – Phase 3 Owner without any obligation to investigate or confirm the Transfer.

b. NIA #3 – Phase 3 Owner hereby represents and warrants that it has not made, and will not in the future make, a Transfer except in accordance with the requirements of this Reimbursement Agreement, including Section 17 above. **NIA #3 - PHASE 3 OWNER HEREBY AGREES TO INDEMNIFY, DEFEND AND HOLD THE COUNTY AND THEIR OFFICIALS, EMPLOYEES, OFFICERS, REPRESENTATIVES, AND AGENTS HARMLESS FROM AND AGAINST ANY AND ALL LOSSES, COSTS, EXPENSES OR LIABILITIES (INCLUDING REASONABLE ATTORNEYS' FEES) ARISING OUT OF OR IN ANY WAY RELATED TO ANY CLAIMS, LAWSUITS, JUDGMENTS, DISPUTES,**

PROTESTS, CHALLENGES AND SIMILAR MATTERS ASSERTED BY ANY PERSON OR ENTITY CONCERNING OR RELATING TO (I) NIA #3 – PHASE 3 OWNER'S BREACH OF THE FOREGOING REPRESENTATION AND WARRANTY, AND (II) ANY SUM OR SUMS PAID TO NIA #3 – PHASE 3 OWNER BUT NOT PROPERLY DUE AND OWING TO NIA #3 – PHASE 3 OWNER UNDER THIS REIMBURSMENT AGREEMENT AND FURTHER AGREES TO IMMEDIATELY RETURN TO THE COUNTY ANY SUM OR SUMS PAID BY THE COUNTY TO NIA #3 – PHASE 3 OWNER UPON THE FINAL DETERMINATION BY A COURT OF COMPETENT JURISDICTION THAT NIA #3 – PHASE 3 OWNER WAS NOT THE PARTY TO WHICH SUCH SUM OR SUMS WERE DUE AND PAYABLE.

20. Failure; Default; Remedies.

a. If either Party fails to perform an obligation imposed on such Party by this Reimbursement Agreement (a "Failure") and such Failure is not cured after written notice and the expiration of the cure periods provided in this section, then such Failure shall constitute a "Default." Upon the occurrence of a Failure by a non-performing Party, the other Party shall notify the non-performing Party in writing specifying in reasonable detail the nature of the Failure. The non-performing Party to whom notice of a Failure is given shall have at least 30 days from receipt of the notice within which to cure the Failure; however, if the Failure cannot reasonably be cured within 30 days and the non-performing Party has diligently pursued a cure within such 30-day period and has provided written notice to the other Party that additional time is needed, then the cure period shall be extended for an additional period (not to exceed 90 days) so long as the non-performing Party is diligently pursuing a cure.

b. If the NIA #3 – Phase 3 Owner is in Default, the County may remedy by seeking specific enforcement of this Reimbursement Agreement. No Default by the NIA #3 – Phase 3 Owner, however, shall: (1) affect the obligations of the County to use the NIA #3 – Phase 3 Net Bond Proceeds and NIA #3 – Phase 3 Net Additional Bond Proceeds as provided in Sections 6 and 7 of this Reimbursement Agreement; or (2) entitle the County to terminate this Reimbursement Agreement. In addition to specific enforcement, the County shall be entitled to attorney's fees, court costs, and other costs of the County to obtain specific enforcement.

c. If the County is in Default, the NIA #3 - Phase 3 Owner's sole and exclusive remedies shall be to: (1) seek a writ of mandamus to compel performance by the County; or (2) seek specific enforcement of this Reimbursement Agreement.

21. Miscellaneous.

a. The failure by a Party to insist upon the strict performance of any provision of this Reimbursement Agreement by the other Party, or the failure by a Party to exercise its rights upon a Default by the other Party shall not constitute a waiver

of such Party's right to insist and demand strict compliance by such other Party with the provisions of this Reimbursement Agreement.

b. The County does not waive or surrender any of its governmental powers, immunities, or rights except to the extent permitted by law and necessary to allow the NIA #3 – Phase 3 Owner to enforce its contractual remedies under this Reimbursement Agreement.

c. Nothing in this Reimbursement Agreement, expressed or implied, is intended to or shall be construed to confer upon or to give to any person or entity other than the County and the NIA #3 – Phase 3 Owner any rights, remedies, or claims under or by reason of this Reimbursement Agreement, and all covenants, conditions, promises, and agreements in this Reimbursement Agreement shall be for the sole and exclusive benefit of the County and the NIA #3 – Phase 3 Owner.

d. This Reimbursement Agreement may be amended only by written agreement of the Parties.

e. The NIA #3 – Phase 3 Owner hereby verifies that the NIA #3 – Phase 3 Owner and any parent company, wholly- or majority-owned subsidiaries, and other affiliates of the NIA #3 – Phase 3 Owner, if any, do not boycott Israel and, to the extent this Reimbursement Agreement is a contract for goods or services, will not boycott Israel during the term of this Reimbursement Agreement. 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.

f. The NIA #3 – Phase 3 Owner represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, 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 NIA #3 – Phase 3 Owner and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization.

g. To the extent this Reimbursement Agreement constitutes a contract for goods or services for which a written verification is required under Section 2274.002 (as added by Senate Bill 13 in the 87th Texas Legislature, Regular Session), Texas Government Code, as amended, the NIA #3 - Phase 3 Owner hereby verifies that the NIA #3 – Phase 3 Owner and any parent company, wholly- or majority-owned subsidiaries, and other affiliates of the NIA #3 – Phase 3 Owner, if any, do not boycott energy companies and will not boycott energy companies during the term of this Agreement. The foregoing verification is made solely to enable the 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.

h. To the extent this Reimbursement Agreement constitutes a contract for goods or services for which a written verification is required under Section 2274.002 (as added by Senate Bill 19 in the 87th Texas Legislature, Regular Session), Texas Government Code, as amended, the NIA #3 – Phase 3 Owner hereby verifies that the NIA #3 – Phase 3 Owner and any parent company, wholly- or majority-owned subsidiaries, and other affiliates of the NIA #3 – Phase 3 Owner, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of this Reimbursement Agreement 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. As used in the foregoing verification,

(b) "firearm entity" means a manufacturer, distributor, wholesaler, supplier, or retailer of firearms (i.e., weapons that expel projectiles by the action of explosive or expanding gases), firearm accessories (i.e., devices specifically designed or adapted to enable an individual to wear, carry, store, or mount a firearm on the individual or on a conveyance and items used in conjunction with or mounted on a firearm that are not essential to the basic function of the firearm, including detachable firearm magazines), or ammunition (i.e., a loaded cartridge case, primer, bullet, or propellant powder with or without a projectile) or a sport shooting range (as defined by Section 250.001, Texas Local Government Code), and

(c) "firearm trade association" means a person, corporation, unincorporated association, federation, business league, or business organization that (i) is not organized or operated for profit (and none of the net earnings of which inures to the benefit of any private shareholder or individual), (ii) has two or more firearm entities as members, and (iii) is exempt from federal income taxation under Section 501(a), Internal Revenue Code of 1986, as an organization described by Section 501(c) of that code.

i. As used in Section 21(e) through (h), the NIA #3 – Phase 3 Owner understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the NIA #3 – Phase 3 Owner within the meaning of SEC Rule 405, 17 C.F.R. § 230.405, and exists to make a profit.

j. Submitted herewith is a completed Form 1295 in connection with the NIA #3 – Phase 3 Owner's participation in the execution of this Reimbursement Agreement generated by the Texas Ethics Commission's (the "TEC") electronic filing application in accordance with the provisions of Section 2252.908 of the Texas Government Code and the rules promulgated by the TEC (the "Form 1295"). The County hereby confirms receipt of the Form 1295 from the NIA #3 – Phase 3 Owner. The NIA #3 – Phase 3 Owner 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 NIA #3 – Phase 3 Owner; and, neither the County nor its consultants have verified such information.

k. This Reimbursement Agreement may be executed in counterparts, each of which shall be deemed an original.

[Signature pages to follow]

IN WITNESS WHEREOF, the Parties have caused this Reimbursement Agreement to be executed as of September 13, 2022, to be effective as of the date written on the first page of this Reimbursement Agreement.

Hays County, Texas

By: _____
Name: _____
Title: _____

LCSM PH. 3, LLC, a Texas limited liability company

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

Exhibit A

Legal Description of NIA #3 - Phase 3

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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Fax: 512.583.2601
Doucetengineers.com

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

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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.

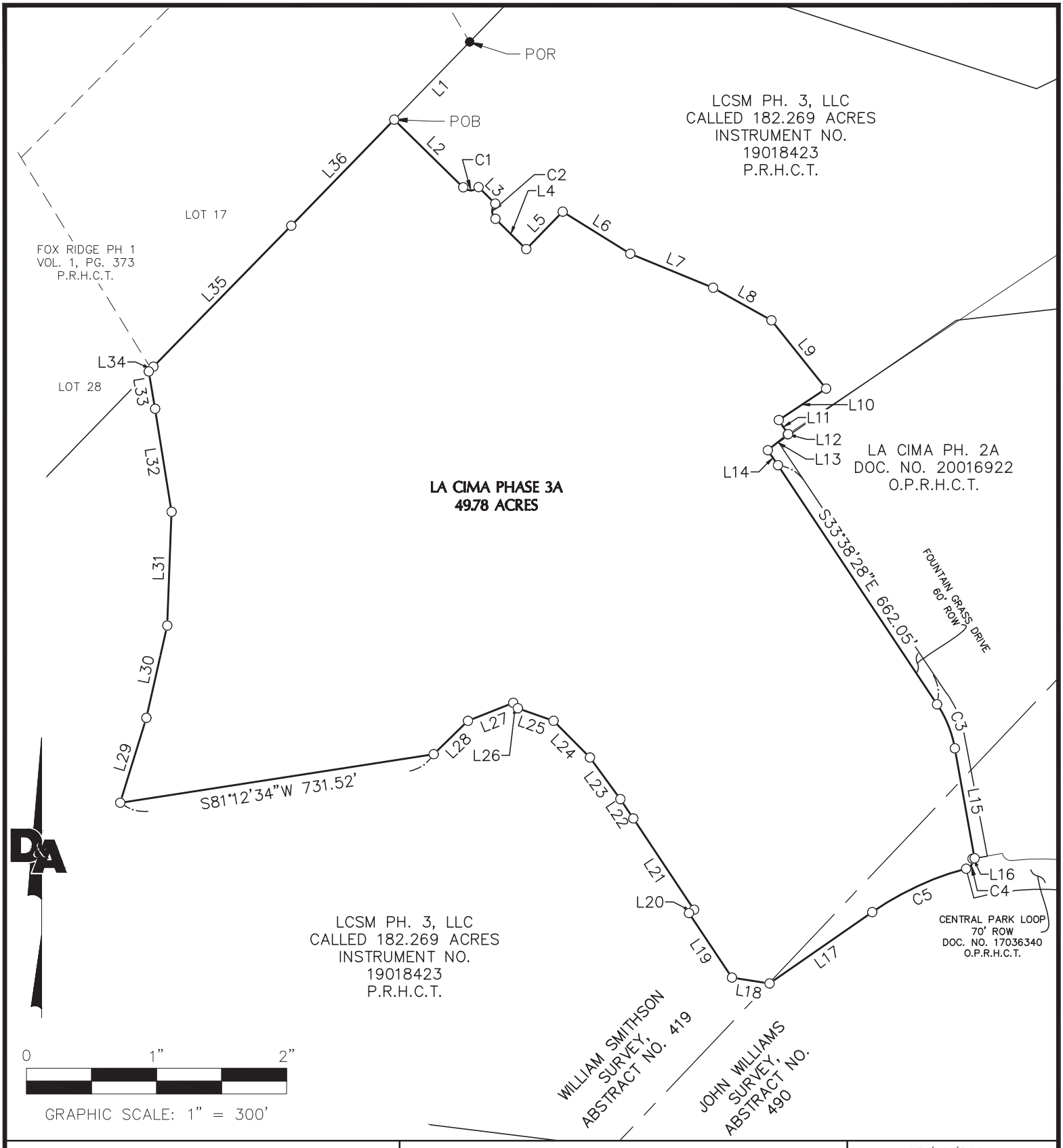
Basis of bearings is the Texas Coordinate System, South Central Zone [4204], NAD83 (2011), Epoch 2010. All distances are grid values.
Units: U.S. Survey Feet.

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



49.78 ACRES
LA CIMA PHASE 3A
EXHIBIT

CITY OF SAN MARCOS,
HAYS COUNTY, TEXAS

DOUCET & ASSOCIATES

Civil Engineering - Planning - Geospatial
7401 B. Highway 71 W, Suite 160
Austin, Texas 78735, Phone: (512)-583-2600
www.doucetandassociates.com
TBPELS Firm No.: 10105800
TBPE Firm No.:F-3937

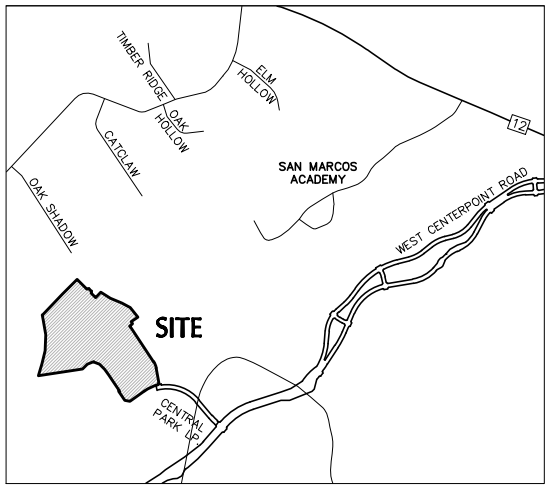
Date:	07/12/2021
Scale:	1" = 300'
Drawn by:	SWP
Reviewer:	CWT
Project:	1722-010
Sheet:	4 OF 5
Field Book:	N/A
Party Chief:	ADM
Survey Date:	05/12/20

X:\Departments\Geospatial\Projects\1722-010 La Cima Ph3\CAD\dwg\Active\1722-010 La Cima PH3A Bndry Exhibit.dwg

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S44°10'01"W	249.70'
L2	S45°35'02"E	222.72'
L3	S45°19'26"E	54.00'
L4	S45°35'02"E	99.62'
L5	N44°08'08"E	120.20'
L6	S58°08'41"E	183.74'
L7	S67°42'48"E	206.62'
L8	S60°45'25"E	153.91'
L9	S38°40'28"E	201.50'
L10	S56°21'32"W	130.92'
L11	S33°34'43"E	38.82'
L12	S56°21'32"W	1.27'
L13	S51°17'50"W	58.48'
L14	S34°04'46"E	41.60'
L15	S10°16'24"E	257.65'
L16	S80°00'46"W	5.06'
L17	S55°10'39"W	288.14'
L18	N81°01'33"W	87.97'
L19	N33°38'28"W	178.50'
L20	N56°21'32"E	14.07'
L21	N33°40'54"W	252.81'
L22	N33°40'54"W	53.50'
L23	N36°16'52"W	118.92'

LINE TABLE		
LINE	BEARING	DISTANCE
L24	N44°40'52"W	119.22'
L25	N70°42'41"W	87.20'
L26	N41°08'53"W	16.50'
L27	S68°15'34"W	112.02'
L28	S45°48'27"W	110.20'
L29	N17°06'55"E	204.53'
L30	N12°48'50"E	218.32'
L31	N02°09'46"E	262.30'
L32	N09°04'35"W	240.33'
L33	N09°41'46"W	87.48'
L34	N44°11'15"E	15.40'
L35	N44°21'59"E	454.67'
L36	N44°10'01"E	340.64'

VICINITY MAP
NOT TO SCALE



CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C1	39.39'	25.00'	90°16'51"	N89°16'33"E	35.44'
C2	39.15'	25.00'	89°43'09"	S00°43'27"E	35.27'
C3	110.12'	270.00'	23°22'04"	S21°57'26"E	109.36'
C4	30.03'	20.00'	86°01'04"	S32°30'48"W	27.29'
C5	240.01'	685.00'	20°04'29"	S65°12'22"W	238.78'

CONTROL NOTE:
BASIS OF BEARING IS THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE (4204), NORTH AMERICAN DATUM 1983 (NAD83), 2011 ADJUSTMENT (EPOCH 2010). ALL COORDINATE VALUES AND DISTANCES SHOWN ARE GRID VALUES. UNITS: US SURVEY FEET

STATE OF TEXAS
REGISTERED
CHRISTOPHER W. TERRY
6649
PROFESSIONAL
LAND SURVEYOR

I, CHRISTOPHER W. TERRY, REGISTERED PROFESSIONAL LAND SURVEYOR, HEREBY CERTIFY THAT THIS PLAT AND ACCOMPANYING LEGAL DESCRIPTION OF EVEN DATE REPRESENT AN ACTUAL SURVEY PERFORMED ON THE GROUND UNDER MY SUPERVISION.

07/12/2021

CHRISTOPHER W. TERRY — DATE
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 6649
DOUCET & ASSOCIATES, INC.
CTERRY@DOUCETENGINEERS.COM

LEGEND

———	PROPERTY LINE/SUBJECT EASEMENT
———	EXISTING PROPERTY LINE
——— · ———	APPROXIMATE SURVEY LINE
— — — — — —	ADJOINER PROPERTY LINE
○	1/2" IRON ROD WITH "DOUCET" CAP SET
●	IRON ROD FOUND [UNLESS NOTED]
P.O.B.	POINT OF BEGINNING
P.O.R.	POINT OF REFERENCE
DOC. NO.	DOCUMENT NUMBER
VOL.	VOLUME
PG.	PAGE
O.P.R.H.C.T.	OFFICIAL PUBLIC RECORDS, HAYS COUNTY, TEXAS
P.R.H.C.T.	PLAT RECORDS, HAYS COUNTY, TEXAS

49.78 ACRES
LA CIMA PHASE 3A
EXHIBIT

CITY OF SAN MARCOS, HAYS COUNTY, TEXAS

DOUCET & ASSOCIATES
Civil Engineering - Planning - Geospatial
7401 B. Highway 71 W, Suite 160
Austin, Texas 78735, Phone: (512)-583-2600
www.doucetandassociates.com
TBPELS Firm No.: 10105800
TBPE Firm No.:F-3937

Date:	07/12/2021
Scale:	N/A
Drawn by:	SWP
Reviewer:	CWT
Project:	1722-010
Sheet:	5 OF 5
Field Book:	N/A
Party Chief:	ADM
Survey Date:	05/12/20

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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 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,

(CONTINUED ON NEXT PAGE)

DOUCET & ASSOCIATES

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

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.

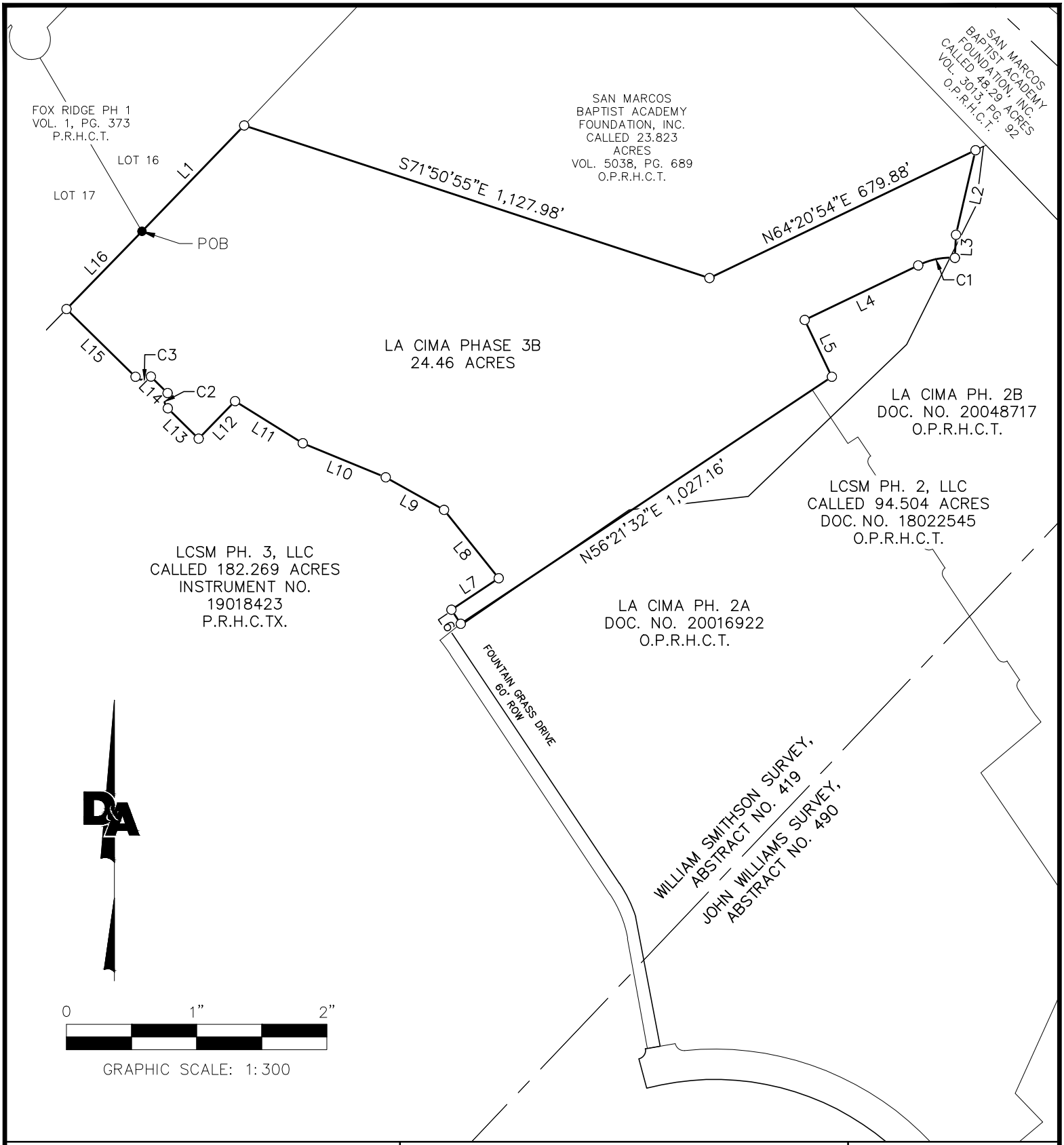
Basis of bearings is the Texas Coordinate System, South Central Zone [4204], NAD83 (2011), Epoch 2010. All distances are grid values.
Units: U.S. Survey Feet.

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



24.46 ACRES
LA CIMA PHASE 3B
EXHIBIT

CITY OF SAN MARCOS,
HAYS COUNTY, TEXAS

DOUCET & ASSOCIATES

Civil Engineering - Planning - Geospatial
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TBPELS Firm No.: 10105800
TBPE Firm No.:F-3937

Date:	07/12/2021
Scale:	1:300
Drawn by:	SWP
Reviewer:	CWT
Project:	1722-010
Sheet:	3 OF 4
Field Book:	N/A
Party Chief:	ADM
Survey Date:	05/12/20

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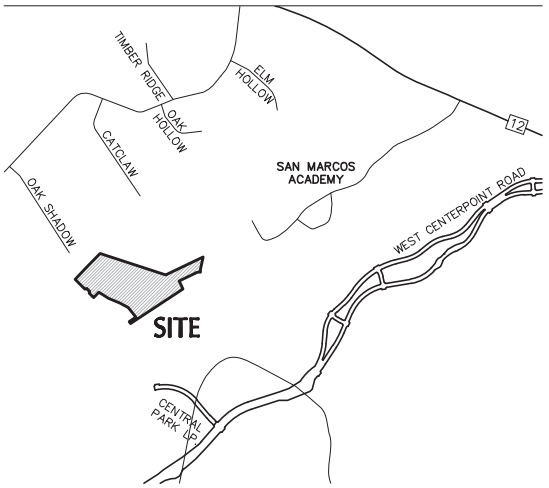
LINE TABLE		
LINE	BEARING	DISTANCE
L1	N44°00'01"E	338.77'
L2	S12°59'10"W	199.70'
L3	S02°51'29"W	53.40'
L4	S64°20'56"W	290.22'
L5	S25°39'04"E	144.93'
L6	N33°34'43"W	38.82'
L7	N56°21'32"E	130.92'
L8	N38°40'28"W	201.50'
L9	N60°45'25"W	153.91'
L10	N67°42'48"W	206.62'
L11	N58°08'41"W	183.74'
L12	S44°08'08"W	120.20'
L13	N45°35'02"W	99.62'
L14	N45°19'26"W	54.00'
L15	N45°35'02"W	222.72'
L16	N44°10'01"E	249.70'

VICINITY MAP
NOT TO SCALE



CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C1	87.06'	165.74'	30°05'48"	S78°24'38"W	86.06'
C2	39.15'	25.00'	89°43'09"	N00°43'27"W	35.27'
C3	39.39'	25.00'	90°16'51"	S89°16'33"W	35.44'

CONTROL NOTE:
BASIS OF BEARING IS THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE (4204), NORTH AMERICAN DATUM 1983 (NAD83), 2011 ADJUSTMENT (EPOCH 2010). ALL COORDINATE VALUES AND DISTANCES SHOWN ARE GRID VALUES.
UNITS: US SURVEY FEET

LEGEND

———	PROPERTY LINE/SUBJECT EASEMENT
———	EXISTING PROPERTY LINE
——— · ———	APPROXIMATE SURVEY LINE
— — — — — —	ADJOINER PROPERTY LINE
○	1/2" IRON ROD WITH "DOUCET" CAP SET
●	IRON ROD FOUND [UNLESS NOTED]
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
DOC. NO.	DOCUMENT NUMBER
VOL.	VOLUME
PG.	PAGE
O.P.R.H.C.T.	OFFICIAL PUBLIC RECORDS, HAYS COUNTY, TEXAS
P.R.H.C.T.	PLAT RECORDS, HAYS COUNTY, TEXAS

I, CHRISTOPHER W. TERRY, REGISTERED PROFESSIONAL LAND SURVEYOR, HEREBY CERTIFY THAT THIS PLAT AND ACCOMPANYING LEGAL DESCRIPTION OF EVEN DATE REPRESENT AN ACTUAL SURVEY PERFORMED ON THE GROUND UNDER MY SUPERVISION.

07/12/2021

CHRISTOPHER W. TERRY — DATE
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 6649
DOUCET & ASSOCIATES, INC.
CTERRY@DOUCETENGINEERS.COM

24.46 ACRES
LA CIMA PHASE 3B
EXHIBIT

CITY OF SAN MARCOS, HAYS COUNTY, TEXAS

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Reviewer:	CWT
Project:	1722-010
Sheet:	4 OF 4
Field Book:	N/A
Party Chief:	ADM
Survey Date:	05/12/20

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Exhibit B

Form of Certification for Payment

FORM OF CERTIFICATION FOR PAYMENT
(Design — La Cima)

_____ ("Construction Manager") hereby requests payment for the percentage of design costs completed (the "Design Costs") described in Attachment A attached hereto. Capitalized undefined terms shall have the meanings ascribed thereto in the La Cima Public Improvement District Financing Agreement between Lazy Oaks Ranch, LP, a Texas Limited Partnership, and Hays County, Texas (the "County"), dated as of July 21, 2015, as amended (the "Finance Agreement"). In connection with this Certification for Payment, the undersigned, in his or her capacity as the _____ of Construction Manager, to his or her knowledge, hereby represents and warrants to the County as follows:

1. He (she) is a duly authorized representative of Construction Manager, qualified to execute this request for payment on behalf of the Construction Manager and knowledgeable as to the matters forth herein.

2. The design work described in Attachment A has been completed in the percentages stated therein.

3. The true and correct Design Costs for which payment is requested is set forth in Attachment A and payment for such requested amounts and purposes has not been subject to any previously submitted request for payment

4. Attached hereto as Attachment B is a true and correct copy of a bills paid affidavit evidencing that any contractor or subcontractor having performed design work described in Attachment A has been paid in full for all work completed through the previous Certification for Payment.

5. Attached hereto as Attachment C are invoices, receipts, worksheets and other evidence of costs which are in sufficient detail to allow the County to verify the Design Costs for which payment is requested.

[*Signature page follows*]

SIGNATURE PAGE TO
FORM OF CERTIFICATION FOR PAYMENT

Date:_____

[Construction Manager Signature Block to be added]

APPROVAL BY THE COUNTY

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

HAYS COUNTY, TEXAS

By:_____

Date:_____

ATTACHMENT A TO CERTIFICATION OF PAYMENT (DESIGN)

Description of Design Work	Percentage of Design Work Completed under this Certification for Payment	Design Costs	Total Percentage of Design Work Completed

ATTACHMENT B TO CERTIFICATION OF PAYMENT (DESIGN)

[attached — bills paid affidavit]

ATTACHMENT C TO CERTIFICATION OF PAYMENT (DESIGN)

[attached — receipts]

FORM OF CERTIFICATION FOR PAYMENT
(Construction — La Cima)

_____ ("Construction Manager") hereby requests payment of the Actual Cost of the work described in Attachment A attached hereto (the "Draw Actual Costs"). Capitalized undefined terms shall have the meanings ascribed thereto in the La Cima Public Improvement District Financing Agreement between Lazy Oaks Ranch, LP and Hays County, Texas (the "County"), dated as of July 21, 2015, as amended. In connection with this Certification for Payment, the undersigned, in his or her capacity as the _____ of Construction Manager, to his or her knowledge, hereby represents and warrants to the County as follows:

1. He (she) is a duly authorized representative of Construction Manager, qualified to execute this request for payment on behalf of the Construction Manager and knowledgeable as to the matters forth herein.

2. The true and correct Draw Actual Costs for which payment is requested is set forth in Attachment A and payment for such requested amounts and purposes has not been subject to any previously submitted request for payment.

3. Attached hereto as Attachment B is a true and correct copy of a bills paid affidavit evidencing that any contractor or subcontractor having performed work on a Segment described in Attachment A has been paid in full for all work completed through the previous Certification for Payment.

4. Attached hereto as Attachment Care invoices, receipts, worksheets and other evidence of costs which are in sufficient detail to allow the County to verify the Draw Actual Costs of each Segment for which payment is requested.

[Signature Page Follows]

SIGNATURE PAGE TO
FORM OF CERTIFICATION FOR PAYMENT

Date:_____

[Construction Manager Signature Block to be added]

JOINDER OF PROJECT ENGINEER

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

_____

Project Engineer

APPROVAL BY THE COUNTY

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

HAYS COUNTY, TEXAS

By:_____

Date:_____

ATTACHMENT A TO CERTIFICATION OF PAYMENT (CONSTRUCTION)

Segment	Description of Work Completed under this Certification for Payment	Draw Actual Costs

ATTACHMENT B TO CERTIFICATION OF PAYMENT (CONSTRUCTION)

[bills paid affidavit — attached]

ATTACHMENT C TO CERTIFICATION OF PAYMENT (CONSTRUCTION)

[receipts — attached]

EXHIBIT B

LA CIMA PUBLIC IMPROVEMENT DISTRICT
REIMBURSEMENT AGREEMENT
NEIGHBORHOOD IMPROVEMENT AREA #3 – PHASE 4

[See attached]

LA CIMA PUBLIC IMPROVEMENT DISTRICT
REIMBURSEMENT AGREEMENT
NEIGHBORHOOD IMPROVEMENT AREA #3 – PHASE 4

This La Cima Public Improvement District Reimbursement Agreement Neighborhood Improvement Area #3 – Phase 4 (this "Reimbursement Agreement") is executed between Hays County, Texas ("County") and LCSM Ph. 4, LLC ("NIA #3 – Phase 4 Owner"), a Texas limited liability company wholly owned by La Cima San Marcos, LLC, a Texas limited liability company (including its Designated Successors and Assigns, the "Master Developer"), to be effective September 13, 2022 (each individually referred to as a "Party" and collectively as the "Parties"). This Reimbursement Agreement is entered into pursuant to Section 5.08 of the La Cima Public Improvement District Financing Agreement dated July 21, 2015, as amended (the "PID Financing Agreement") between the County and Master Developer, as successor in interest to Lazy Oaks Ranch, LP ("Original Owner"). Capitalized terms in this Reimbursement Agreement have the meanings given to them in the PID Financing Agreement, unless otherwise provided in this Reimbursement Agreement.

RECITALS

WHEREAS, on September 23, 2014, the Court passed and approved Resolution No. 30162 (the "Creation Resolution") authorizing the creation of the La Cima Public Improvement District (the "District") covering approximately 2,046 acres of land described by a map thereof in the Creation Resolution (the "District Property");

WHEREAS, the purpose of the District is to finance certain improvements authorized by Chapter 372, Texas Local Government Code (as may be amended, the "PID Act") that promote the interests of the County and confer a special benefit on the District Property;

WHEREAS, the District Property is being developed in Neighborhood Improvement Areas with certain improvements to be constructed over time to serve District Property (or portions thereof);

WHEREAS, Original Owner has designated Master Developer as its Designated Successor or Assign, and Master Developer has assumed, all of Original Owner's rights and obligations under the PID Financing Agreement with respect to the Major Public Improvements and the Neighborhood Public Improvements;

WHEREAS, special assessments (the "Master Public Improvements Special Assessments") have been levied against the Assessed Parcels within the District for the construction of the Major Public Improvements in accordance with the La Cima Public Improvement District Service and Assessment Plan dated July 21, 2015 (as updated and amended from time to time, the "Original Service and Assessment Plan");

WHEREAS, on October 20, 2020, the Court approved the La Cima Public Improvement District 2020 Amended and Restated Service and Assessment Plan (as updated and amended from time to time, the "2020 Amended and Restated Service and Assessment Plan"), which amended and restated the Original Service and Assessment Plan in its entirety;

WHEREAS, Original Owner has conveyed to NIA #3 – Phase 4 Owner approximately 66.933 acres in the District, being more particularly described in Exhibit A attached hereto and made a part hereof ("NIA #3 - Phase 4"), to be included in the third Neighborhood Improvement Area ("NIA #3"), which NIA #3 is generally depicted on Exhibit X to the La Cima Public Improvement District 2022 Amended and Restated Service and Assessment Plan (the "2022 Amended and Restated Service and Assessment Plan");

WHEREAS, NIA #3 – Phase 4 Owner has commenced the design and construction of the "Phase 4 Improvements" (herein so-called) which are more particularly described in the 2022 Amended and Restated Service and Assessment Plan;

WHEREAS, on September 7, 2022, the Master Public Improvements Special Assessment levied against NIA #3 - Phase 4 was prepaid in full;

WHEREAS, the Court has approved the 2022 Amended and Restated Service and Assessment Plan, which amended and restated the 2020 Amended and Restated Service and Assessment Plan in its entirety, and, in accordance therewith, levied special assessments against the Assessed Parcels within NIA #3 – Phase 4 (the "NIA #3 – Phase 4 Assessed Parcels") in the amount of $7,340,845 (the "NIA #3 – Phase 4 Special Assessments") for the Actual Costs of the Phase 4 Improvements;

WHEREAS, all revenue received and collected by the County from the NIA #3 – Phase 4 Special Assessments (excluding any reasonable collection and/or administrative costs, the "NIA #3 – Phase 4 Special Assessment Revenues") shall be deposited into (i) prior to the issuance of NIA #3 Bonds or NIA #3 Additional Bonds (each as defined herein) or in the event no NIA #3 Bonds or NIA #3 Additional Bonds, if any, are issued, an account held by the County that is segregated from all other funds of the County (the "NIA #3 – Phase 4 Reimbursement Fund") and used solely for the purposes set forth herein, and (ii) if NIA #3 Bonds or NIA #3 Additional Bonds, if any, are issued, in accordance with the Indenture related to such NIA #3 Bonds or NIA #3 Additional Bonds, if any, and used solely for the purposes set forth in the Indenture;

WHEREAS, the Parties intend that the NIA #3 – Phase 4 Reimbursement Obligation (defined below) shall be reimbursed to NIA #3 – Phase 4 Owner from (i) NIA#3 – Phase 4 Special Assessment Revenues on deposit in the NIA #3 – Phase 4 Reimbursement Fund; (ii) the net proceeds (after payment of costs of issuance) of Neighborhood Improvement PID Bonds issued by the County and secured in whole or in part by NIA #3 – Phase 4 Special Assessment Revenues (the "NIA #3 Bonds") that are allocable to the NIA #3 – Phase 4 Assessed Parcels under the 2022 Amended and Restated Service and Assessment Plan (the "NIA #3 – Phase 4 Net Bond Proceeds"); and/or (iii) the net proceeds of Additional Neighborhood Improvement PID Bonds issued by the

County and secured in whole or in part by the NIA #3 – Phase 4 Special Assessment Revenues (the "NIA #3 Additional Bonds") that are allocable to the NIA #3 – Phase 4 Assessed Parcels (the "NIA #3 – Phase 4 Net Additional Bond Proceeds"); and

NOW THEREFORE, FOR VALUABLE CONSIDERATION THE RECEIPT AND ADEQUACY OF WHICH ARE ACKNOWLEDGED, THE PARTIES AGREE AS FOLLOWS:

1. Recitals. The recitals in the "WHEREAS" clauses of this Reimbursement Agreement are true and correct and are incorporated as part of this Reimbursement Agreement for all purposes.

2. Deposit of NIA #3 – Phase 4 Special Assessment Revenues. Prior to the issuance of NIA #3 Bonds or NIA #3 Additional Bonds or in the event no NIA #3 Bonds or NIA #3 Additional Bonds are issued, the County shall cause the NIA #3 – Phase 4 Special Assessment Revenues to be deposited into the NIA #3 – Phase 4 Reimbursement Fund. Upon the issuance of NIA #3 Bonds or NIA #3 Additional Bonds, the County shall cause the NIA #3 – Phase 4 Special Assessment Revenues to be deposited, in accordance with the Indenture related to such NIA #3 Bonds or NIA #3 Additional Bonds.

3. NIA #3 – Phase 4 Reimbursement Obligation. Subject to the terms, conditions, and requirements contained herein, the County agrees to reimburse the NIA #3 – Phase 4 Owner, and the NIA #3 – Phase 4 Owner shall be entitled to receive from the County, the amount equal to the Actual Cost of the Phase 4 Improvements (the "NIA #3 – Phase 4 Reimbursement Obligation") plus interest on the unpaid balance in accordance with the terms of this Reimbursement Agreement until December 31, 2052 (the "Maturity Date"), unless this Reimbursement Agreement is terminated prior to the Maturity Date; provided, however, the NIA #3 – Phase 4 Reimbursement Obligation shall not exceed the lesser of the Actual Cost of the Phase 4 Improvements and $7,340,845, plus simple interest accrued below. The NIA #3 – Phase 4 Reimbursement Obligation shall be payable to the NIA #3 – Phase 4 Owner solely from: (i) the NIA #3 – Phase 4 Special Assessment Revenues deposited in the NIA #3 – Phase 4 Reimbursement Fund; (ii) the NIA #3 – Phase 4 Net Bond Proceeds; (iii) the NIA #3 – Phase 4 Net Additional Bond Proceeds; or (iv) a combination of items (i), (ii) and (iii). The NIA #3 – Phase 4 Reimbursement Obligation is authorized by the PID Act, was approved by the Court, and represents the total costs to be assessed against the NIA #3 – Phase 4 Assessed Parcels for the Phase 4 Improvements, which, upon completion, will be dedicated in fee and accepted by the County or City, as applicable, pursuant to the terms of the PID Financing Agreement. The unpaid NIA #3 – Phase 4 Reimbursement Obligation shall bear simple interest per annum at the rate of 6.00% until the Maturity Date or until NIA #3 Bonds and/or NIA #3 Additional Bonds are sold, if ever, and this rate was determined by the Court not to exceed 2% above the highest average index rate for tax-exempt bonds reported in the 20-Bond Revenue Index published in *The Bond Buyer* (a

daily or weekly publication that publishes this interest rate index) and reported in the month before the effective date of this Reimbursement Agreement. If any portion of the NIA #3 – Phase 4 Reimbursement Obligation remains unpaid after the County has elected to sell NIA #3 Bonds, the interest rate paid to the NIA #3 – Phase 4 Owner on such portion shall be the same as the interest rate on the NIA #3 Bonds; provided, however, that the interest rate on the NIA #3 – Phase 4 Reimbursement Obligation shall not exceed 6.00% or the maximum amount of interest permitted under the PID Act, whichever is lower. Simple interest on the NIA #3 – Phase 4 Reimbursement Obligation accrues from the date that the applicable Certification for Payment is approved by the County. The interest rate has been approved by the Court and complies with the PID Act.

A budget for the Actual Costs of the Phase 4 Improvements is included in the 2022 Amended and Restated Service and Assessment Plan.

4. Unpaid Balance. The unpaid principal balance of the NIA #3 – Phase 4 Reimbursement Obligation, plus simple interest as described above (collectively, the "Unpaid Balance"), is payable to the NIA #3 – Phase 4 Owner and secured under this Reimbursement Agreement solely as described herein. No other County funds, revenue, taxes, income, or property shall be used even if the Unpaid Balance is not paid in full at the Maturity Date. The County acknowledges and agrees that until the Unpaid Balance is paid in full, the obligation of the County to use NIA #3 – Phase 4 Assessment Revenues on deposit in the NIA #3 – Phase 4 Reimbursement Fund, the NIA #3 – Phase 4 Net Bond Proceeds, if NIA #3 Bonds are issued, and the NIA #3 – Phase 4 Net Additional Bond Proceeds, if NIA #3 Additional Bonds are issued, to pay the Unpaid Balance to NIA #3 – Phase 4 Owner is absolute and unconditional and that the County does not have, and will not assert, any defenses to such obligation.

5. County Collection Efforts. The County will use all reasonable efforts to receive and collect NIA #3 – Phase 4 Special Assessments concurrently with the collection of County ad valorem taxes (including the foreclosure of liens resulting from the nonpayment of the Major Improvement Area Special Assessments levied for the payment of the Major Improvement PID Bonds and any Additional Major Improvement PID Bonds, the NIA #3 – Phase 4 Special Assessments or other charges due and owing under the 2022 Amended and Restated Service and Assessment Plan), and upon receipt and collection, immediately deposit the same into the NIA #3 – Phase 4 Reimbursement Fund or in accordance with the Indenture, as applicable. Notwithstanding its collection efforts, if the County fails to receive all or any part of the NIA #3 – Phase 4 Special Assessments, such failure and inability shall not constitute default by the County under this Reimbursement Agreement. This Reimbursement Agreement and/or any of the NIA #3 Bonds and NIA #3 Additional Bonds shall never give rise to or create:

a. a charge against the general credit or taxing powers of the County or any other taxing unit; or

b. a debt or other obligation of the County payable from any source of revenue, taxes, income, or properties of the County other than from the NIA #3 – Phase 4 Special Assessments or from the net proceeds of the NIA #3 Bonds and the NIA #3 Additional Bonds, if any, allocable to the costs of the Phase 4 Improvements.

6. Process for Payment of the NIA #3 – Phase 4 Reimbursement Obligation. After completion of construction of the Phase 4 Improvements, NIA #3 – Phase 4 Owner may submit (but not more frequently than monthly) to the County a written request for payment from the NIA #3 – Phase 4 Reimbursement Fund or, if NIA #3 Bonds or NIA #3 Additional Bonds are issued, from the proceeds of the issuance of such NIA #3 Bonds and/or NIA #3 Additional Bonds, in accordance with the Indenture, in the form attached hereto as Exhibit B (each a "Certification for Payment") to disburse funds to pay for the cost of designing and constructing the applicable Phase 4 Improvements. Each Certification for Payment shall designate the Phase 4 Improvements (or portion thereof) to which the Certification for Payment pertains. This process will continue until the Unpaid Balance is paid in full, whether from NIA #3 – Phase 4 Special Assessments or from the proceeds of the issuance of NIA #3 Bonds and/or NIA #3 Additional Bonds, if any.

7. Issuance of Neighborhood Improvement PID Bonds. Upon completion of 75% of the Neighborhood Public Improvements benefiting NIA#3, the County may consider the issuance of NIA #3 Bonds to reimburse the NIA #3 – Phase 4 Owner for the Unpaid Balance. If the NIA #3 Bonds are issued and the NIA #3 – Phase 4 Net Bond Proceeds are not sufficient to fully reimburse the NIA #3 – Phase 4 Owner for the Unpaid Balance, then, in addition to receiving the NIA #3 – Phase 4 Net Bond Proceeds, the NIA #3 – Phase 4 Owner may continue to receive the NIA #3 – Phase 4 Reimbursement Obligation until it receives the Unpaid Balance. Furthermore, if the NIA #3 – Phase 4 Owner has still not received the entire Unpaid Balance after the foregoing actions, then, so long as the applicable Future Bonds Test is satisfied, the County may consider the issuance of NIA #3 Additional Bonds to reimburse NIA #3 – Phase 4 Owner for the Unpaid Balance. In the case where NIA #3 Bonds are issued and do not cover the entire Unpaid Balance, then NIA #3 – Phase 4 Special Assessment Revenues shall first be used to service the NIA #3 Bonds and then to reimburse NIA #3 – Phase 4 Owner for the Unpaid Balance. The Parties acknowledge that the approval of the issuance of any NIA #3 Bonds or any NIA #3 Additional Bonds by the Court is a governmental function within the Court's sole discretion.

8. Termination. Once all payments paid to the NIA #3 – Phase 4 Owner under this Reimbursement Agreement (including NIA #3 – Phase 4 Net Bond Proceeds and NIA #3 – Phase 4 Net Additional Bond Proceeds) equal the Unpaid Balance, this

Reimbursement Agreement shall terminate; provided, however that if on the Maturity Date, after application of the NIA #3 – Phase 4 Net Bond Proceeds and NIA #3 – Phase 4 Net Additional Bond Proceeds, any portion of the Unpaid Balance remains unpaid, such Unpaid Balance shall be canceled and for all purposes of this Reimbursement Agreement shall be deemed to have been conclusively and irrevocably PAID IN FULL; provided further that if any NIA #3 – Phase 4 Assessment Revenues remain due and payable and are uncollected on the Maturity Date, such NIA #3 – Phase 4 Assessment Revenues, when, as, and if collected after the Maturity Date, shall be applied to any amounts due in connection with outstanding NIA #3 Bonds and NIA #3 Additional Bonds, allocable to the costs of the NIA #3 Improvements, and then paid to the NIA #3 – Phase 4 Owner and applied to the Unpaid Balance.

9. Non-Recourse Obligation. The obligations of the County under this Reimbursement Agreement are non-recourse and payable only from (i) NIA #3 – Phase 4 Special Assessments, or (ii) NIA #3 – Phase 4 Net Bond Proceeds and NIA #3 – Phase 4 Net Additional Bond Proceeds, and such obligations do not create a debt or other obligation payable from any other County revenues, taxes, income, or property. None of the County or any of its elected or appointed officials or any of its employees shall incur any liability hereunder to the NIA #3 – Phase 4 Owner or any other party in their individual capacities by reason of this Reimbursement Agreement or their acts or omission under or related to this Reimbursement Agreement.

10. No Defense. Following the County's inspection and approval of the Phase 4 Improvements, there will be no conditions or defenses to the obligation of the County to use the NIA #3 – Phase 4 Net Bond Proceeds or NIA #3 – Phase 4 Net Additional Bond Proceeds to pay the Unpaid Balance and to pledge the NIA #3 – Phase 4 Special Assessment Revenues as security for such NIA #3 Bonds or NIA #3 Additional Bonds, other than the County's right to pay costs of issuance of such bonds and/or other costs incurred by the County relating to the Phase 4 Improvements (as identified in the 2022 Amended and Restated Service and Assessment Plan). As applicable, the County hereby agrees to transfer such portion of the NIA #3 – Phase 4 Special Assessment Revenues to the Trustee under the Indenture.

11. No Waiver. Nothing in this Reimbursement Agreement is intended to constitute a waiver by the County of any remedy the County may otherwise have outside this Reimbursement Agreement against any person or entity involved in the design, construction, or installation of the Phase 4 Improvements.

12. Amendment for NIA #3 Additional Bonds. If NIA #3 Additional Bonds are issued in the future, the NIA #3 – Phase 4 Owner and County hereby agree to amend this Reimbursement Agreement (if required or reasonably necessary) to adjust defined terms and/or other applicable provisions.

13. Ownership of NIA #3 – Phase 4 Assessed Parcels. As of the date of this Reimbursement Agreement, the NIA #3 – Phase 4 Owner owns 100% of the NIA #3 – Phase 4 Assessed Parcels. The NIA #3 – Phase 4 Owner acknowledges that the Phase 4 Improvements will confer a special benefit on the NIA #3 – Phase 4 Assessed Parcels and consents to the imposition of the NIA #3 – Phase 4 Special Assessments to pay for the Actual Costs associated therewith. Following the approval of the 2022 Amended and Restated Service and Assessment Plan and the levy of the NIA #3 – Phase 4 Special Assessments, the NIA #3 – Phase 4 Owner agrees to ratify, confirm, accept, agree to and approve: (i) the determinations and findings by the Court as to the special benefits described herein and the Assessment Order; (ii) the 2022 Amended and Restated Service and Assessment Plan and the applicable Assessment Order, and (iii) the levying of the NIA #3 – Phase 4 Special Assessments on NIA #3 – Phase 4 Assessed Parcels.

14. Governing Law; Venue. This Reimbursement Agreement is being executed and delivered, and is intended to be performed in the State of Texas. Except to the extent that the laws of the United States may apply to the terms hereof, the substantive laws of the State of Texas shall govern the validity, construction, enforcement, and interpretation of this Reimbursement Agreement. In the event of a dispute involving this Reimbursement Agreement, venue for such dispute shall lie in any court of competent jurisdiction in Hays County, Texas.

15. Notice. Any notice required or contemplated by this Reimbursement Agreement shall be deemed given at the addresses shown below: (i) when delivered by a national company such as FedEx or UPS with evidence of delivery signed by any person at the delivery address regardless of whether such person was the named addressee; or (ii) 24 hours after the notice was deposited with the United States Postal Service, Certified Mail, Return Receipt Requested. Any Party may change its address by delivering written notice of such change in accordance with this section.

County:	Hays County Commissioners Court 111 E San Antonio St, Suite 300 San Marcos, TX 78666 Facsimile: 512.393.2205
With a copy to:	Hays County General Counsel Attn: Mark Kennedy 111 E San Antonio St, Suite 202 San Marcos, TX 78666 Facsimile: 512.393.2219
	Orrick, Herrington & Sutcliffe LLP Attn: Julie Houston 300 West 6th Street Suite 1850

Austin, Texas 78701

If to NIA #3 - Phase 4 Owner:

LCSM Ph. 4, LLC
Attn: Bryan Lee
303 Colorado, Suite 2300
Austin, TX 78701
Facsimile: 512.457.8008

16. Invalid Provisions. If any provision of this Reimbursement Agreement is held invalid by any court, such holding shall not affect the validity of the remaining provisions, and the remainder of this Reimbursement Agreement shall remain in full force and effect.

17. Exclusive Rights of NIA #3 – Phase 4 Owner. NIA #3 – Phase 4 Owner's right, title and interest into the payments of NIA #3 – Phase 4 Reimbursement Obligation, as described herein, shall be the sole and exclusive property of NIA #3 – Phase 4 Owner (or its Transferee) and no other third party shall have any claim or right to such funds unless NIA #3- Phase 4 Owner transfers its rights to its Unpaid Balance to a Transferee in writing and otherwise in accordance with the requirements set forth herein. Subject to the terms of Section 19 hereof, NIA #3 – Phase 4 Owner has the right to convey, transfer, assign, mortgage, pledge, or otherwise encumber, in whole or in part, all or any portion of NIA #3 – Phase 4 Owner's right, title, or interest under this Reimbursement Agreement including, but not limited to, any right, title or interest of NIA #3 – Phase 4 Owner in and to payment of its Unpaid Balance (a "Transfer," and the person or entity to whom the transfer is made, a "Transferee"). Notwithstanding the foregoing, no Transfer shall be effective until written notice of the Transfer, including the name and address of the Transferee, is provided to the County in accordance with Section 15 above. The County may rely conclusively on any written notice of a Transfer provided by NIA #3 – Phase 4 Owner without any obligation to investigate or confirm the Transfer.

18. Assignment.

    a. Subject to subparagraph (b) below, NIA #3 – Phase 4 Owner may, in its sole and absolute discretion, assign this Reimbursement Agreement with respect to all or part of NIA #3 – Phase 4 from time to time to any third party. NIA #3 – Phase 4 Owner shall provide the County thirty (30) days prior written notice of any such assignment. Upon such assignment or partial assignment, NIA #3 – Phase 4 Owner shall be fully released from any and all obligations under this Reimbursement Agreement and shall have no further liability with respect to this Reimbursement Agreement for the part of NIA #3 – Phase 4 so assigned.

    b. Any sale of a portion of NIA #3 – Phase 4 or assignment of any right hereunder shall not be deemed a sale or assignment to a Designated Successor or Assign unless the conveyance or transfer instrument effecting such sale or assignment expressly states that the sale or assignment is to a Designated Successor or Assign.

c. Any sale of a portion of NIA #3 – Phase 4 or assignment of any right hereunder shall not be deemed a Transfer unless the conveyance or transfer instrument effecting such sale or assignment expressly states that the sale or assignment is deemed to be a Transfer.

d. "Designated Successors and Assigns" shall mean (i) an entity to which NIA #3 – Phase 4 Owner assigns (in writing) its rights and obligations contained in this Reimbursement Agreement pursuant to Section 19; (ii) any entity which is the successor by merger or otherwise to all or substantially all of NIA #3 – Phase 4 Owner's assets and liabilities including, but not limited to, any merger or acquisition pursuant to any public offering or reorganization to obtain financing and/or growth capital; or (iii) any entity which may have acquired all of the outstanding stock or ownership of assets of NIA #3 – Phase 4 Owner.

19. Transfer.

a. NIA #3 – Phase 4 Owner's right, title and interest into the payments of unreimbursed Actual Costs shall be the sole and exclusive property of NIA #3 – Phase 4 Owner (or its Transferee) and no other third party shall have any claim or right to such funds unless NIA #3 – Phase 4 Owner transfers its rights to its unreimbursed Actual Costs to a Transferee in writing and otherwise in accordance with the requirements set forth herein. Subject to the terms of Section 18 hereof, NIA #3 – Phase 4 Owner has the right to convey, transfer, assign, mortgage, pledge, or otherwise encumber, in whole or in part, all or any portion of NIA #3 – Phase 4 Owner's right, title, or interest under this Reimbursement Agreement including, but not limited to, any right, title or interest of NIA #3 – Phase 4 Owner in and to payment of its unreimbursed Actual Costs. The NIA #3 – Phase 4 Owner waives and releases all rights or claims against the County for any funds paid to a third party as a result of a Transfer for which the County received notice. The foregoing notwithstanding, no Transfer of payments hereunder may be pledged to the payment of debt service on public securities issued by any state of the United States or any political subdivision thereof without the approval of the Court. Notwithstanding the foregoing, no Transfer shall be effective until written notice of the Transfer, including the name and address of the Transferee, is provided to the County. The County may rely conclusively on any written notice of a Transfer provided by NIA #3 – Phase 4 Owner without any obligation to investigate or confirm the Transfer.

b. NIA #3 – Phase 4 Owner hereby represents and warrants that it has not made, and will not in the future make, a Transfer except in accordance with the requirements of this Reimbursement Agreement, including Section 17 above. **NIA #3 - PHASE 4 OWNER HEREBY AGREES TO INDEMNIFY, DEFEND AND HOLD THE COUNTY AND THEIR OFFICIALS, EMPLOYEES, OFFICERS, REPRESENTATIVES, AND AGENTS HARMLESS FROM AND AGAINST ANY AND ALL LOSSES, COSTS, EXPENSES OR LIABILITIES (INCLUDING REASONABLE ATTORNEYS' FEES) ARISING OUT OF OR IN ANY WAY RELATED TO ANY CLAIMS, LAWSUITS, JUDGMENTS, DISPUTES,**

PROTESTS, CHALLENGES AND SIMILAR MATTERS ASSERTED BY ANY PERSON OR ENTITY CONCERNING OR RELATING TO (I) NIA #3 – PHASE 4 OWNER'S BREACH OF THE FOREGOING REPRESENTATION AND WARRANTY, AND (II) ANY SUM OR SUMS PAID TO NIA #3 – PHASE 4 OWNER BUT NOT PROPERLY DUE AND OWING TO NIA #3 – PHASE 4 OWNER UNDER THIS REIMBURSMENT AGREEMENT AND FURTHER AGREES TO IMMEDIATELY RETURN TO THE COUNTY ANY SUM OR SUMS PAID BY THE COUNTY TO NIA #3 – PHASE 4 OWNER UPON THE FINAL DETERMINATION BY A COURT OF COMPETENT JURISDICTION THAT NIA #3 – PHASE 4 OWNER WAS NOT THE PARTY TO WHICH SUCH SUM OR SUMS WERE DUE AND PAYABLE.

20. Failure; Default; Remedies.

a. If either Party fails to perform an obligation imposed on such Party by this Reimbursement Agreement (a "Failure") and such Failure is not cured after written notice and the expiration of the cure periods provided in this section, then such Failure shall constitute a "Default." Upon the occurrence of a Failure by a non-performing Party, the other Party shall notify the non-performing Party in writing specifying in reasonable detail the nature of the Failure. The non-performing Party to whom notice of a Failure is given shall have at least 30 days from receipt of the notice within which to cure the Failure; however, if the Failure cannot reasonably be cured within 30 days and the non-performing Party has diligently pursued a cure within such 30-day period and has provided written notice to the other Party that additional time is needed, then the cure period shall be extended for an additional period (not to exceed 90 days) so long as the non-performing Party is diligently pursuing a cure.

b. If the NIA #3 – Phase 4 Owner is in Default, the County may remedy by seeking specific enforcement of this Reimbursement Agreement. No Default by the NIA #3 – Phase 4 Owner, however, shall: (1) affect the obligations of the County to use the NIA #3 – Phase 4 Net Bond Proceeds and NIA #3 – Phase 4 Net Additional Bond Proceeds as provided in Sections 6 and 7 of this Reimbursement Agreement; or (2) entitle the County to terminate this Reimbursement Agreement. In addition to specific enforcement, the County shall be entitled to attorney's fees, court costs, and other costs of the County to obtain specific enforcement.

c. If the County is in Default, the NIA #3 - Phase 4 Owner's sole and exclusive remedies shall be to: (1) seek a writ of mandamus to compel performance by the County; or (2) seek specific enforcement of this Reimbursement Agreement.

21. Miscellaneous.

a. The failure by a Party to insist upon the strict performance of any provision of this Reimbursement Agreement by the other Party, or the failure by a Party to exercise its rights upon a Default by the other Party shall not constitute a waiver

of such Party's right to insist and demand strict compliance by such other Party with the provisions of this Reimbursement Agreement.

b. The County does not waive or surrender any of its governmental powers, immunities, or rights except to the extent permitted by law and necessary to allow the NIA #3 – Phase 4 Owner to enforce its contractual remedies under this Reimbursement Agreement.

c. Nothing in this Reimbursement Agreement, expressed or implied, is intended to or shall be construed to confer upon or to give to any person or entity other than the County and the NIA #3 – Phase 4 Owner any rights, remedies, or claims under or by reason of this Reimbursement Agreement, and all covenants, conditions, promises, and agreements in this Reimbursement Agreement shall be for the sole and exclusive benefit of the County and the NIA #3 – Phase 4 Owner.

d. This Reimbursement Agreement may be amended only by written agreement of the Parties.

e. The NIA #3 – Phase 4 Owner hereby verifies that the NIA #3 – Phase 4 Owner and any parent company, wholly- or majority-owned subsidiaries, and other affiliates of the NIA #3 – Phase 4 Owner, if any, do not boycott Israel and, to the extent this Reimbursement Agreement is a contract for goods or services, will not boycott Israel during the term of this Reimbursement Agreement. 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.

f. The NIA #3 – Phase 4 Owner represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, 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 NIA #3 – Phase 4 Owner and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization.

g. To the extent this Reimbursement Agreement constitutes a contract for goods or services for which a written verification is required under Section 2274.002 (as added by Senate Bill 13 in the 87th Texas Legislature, Regular Session), Texas Government Code, as amended, the NIA #3 - Phase 4 Owner hereby verifies that the NIA #3 – Phase 4 Owner and any parent company, wholly- or majority-owned subsidiaries, and other affiliates of the NIA #3 – Phase 4 Owner, if any, do not boycott energy companies and will not boycott energy companies during the term of this Agreement. The foregoing verification is made solely to enable the 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.

h. To the extent this Reimbursement Agreement constitutes a contract for goods or services for which a written verification is required under Section 2274.002 (as added by Senate Bill 19 in the 87th Texas Legislature, Regular Session), Texas Government Code, as amended, the NIA #3 – Phase 4 Owner hereby verifies that the NIA #3 – Phase 4 Owner and any parent company, wholly- or majority-owned subsidiaries, and other affiliates of the NIA #3 – Phase 4 Owner, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of this Reimbursement Agreement 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. As used in the foregoing verification,

(b) "firearm entity" means a manufacturer, distributor, wholesaler, supplier, or retailer of firearms (i.e., weapons that expel projectiles by the action of explosive or expanding gases), firearm accessories (i.e., devices specifically designed or adapted to enable an individual to wear, carry, store, or mount a firearm on the individual or on a conveyance and items used in conjunction with or mounted on a firearm that are not essential to the basic function of the firearm, including detachable firearm magazines), or ammunition (i.e., a loaded cartridge case, primer, bullet, or propellant powder with or without a projectile) or a sport shooting range (as defined by Section 250.001, Texas Local Government Code), and

(c) "firearm trade association" means a person, corporation, unincorporated association, federation, business league, or business organization that (i) is not organized or operated for profit (and none of the net earnings of which inures to the benefit of any private shareholder or individual), (ii) has two or more firearm entities as members, and (iii) is exempt from federal income taxation under Section 501(a), Internal Revenue Code of 1986, as an organization described by Section 501(c) of that code.

i. As used in Section 21(e) through (h), the NIA #3 – Phase 4 Owner understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the NIA #3 – Phase 4 Owner within the meaning of SEC Rule 405, 17 C.F.R. § 230.405, and exists to make a profit.

j. Submitted herewith is a completed Form 1295 in connection with the NIA #3 – Phase 4 Owner's participation in the execution of this Reimbursement Agreement generated by the Texas Ethics Commission's (the "TEC") electronic filing application in accordance with the provisions of Section 2252.908 of the Texas Government Code and the rules promulgated by the TEC (the "Form 1295"). The County hereby confirms receipt of the Form 1295 from the NIA #3 – Phase 4 Owner. The NIA #3 – Phase 4 Owner 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 NIA #3 – Phase 4 Owner; and, neither the County nor its consultants have verified such information.

k. This Reimbursement Agreement may be executed in counterparts, each of which shall be deemed an original.

[Signature pages to follow]

IN WITNESS WHEREOF, the Parties have caused this Reimbursement Agreement to be executed as of September 13, 2022, to be effective as of the date written on the first page of this Reimbursement Agreement.

Hays County, Texas

By: _____
Name: _____
Title: _____

LCSM PH. 4, LLC, a Texas limited liability company

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

Exhibit A

Legal Description of NIA #3 - Phase 4

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.

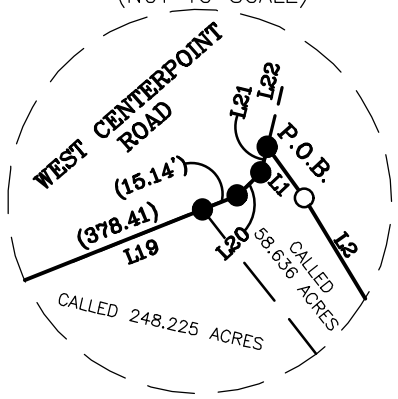
Bowman Consulting Group, Ltd.
1120 S. Capital of Texas Hwy.
Building 3, Ste. 220
Austin, Texas 78746

Jason Lee Roy Reynolds
Texas Registered Professional
Land Surveyor #5545

LEGEND

○	1/2" IRON ROD SET WITH CAP STAMPED "BCG" SET
●	1/2" IRON ROD WITH CAP STAMPED "BCG" PREVIOUSLY SET
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCING
O.P.R.H.C.TX.	OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS
D.R.H.C.TX.	DEED RECORDS OF HAYS COUNTY, TEXAS

DETAIL "A"
(NOT TO SCALE)



LINE TABLE		
LINE #	BEARING	DISTANCE
L1	S 43°14'53" E	82.50'
L2	S 36°16'25" E	99.57'
L3	S 29°44'01" E	172.57'
L4	S 24°03'48" E	137.75'
L5	S 12°02'57" E	320.26'
L6	S 09°27'36" E	130.16'
L7	S 01°43'52" E	88.35'
L8	S 00°55'44" E	241.78'
L9	S 08°46'59" E	269.69'
L10	N 44°27'37" W	246.11'
L11	N 74°07'47" W	179.27'
L12	N 32°23'40" W	143.73'
L13	N 57°36'20" E	311.34'
L14	N 48°47'35" W	149.30'
L15	N 41°12'25" E	70.00'
L16	N 41°12'25" E	15.95'
L17	N 71°59'35" E	475.56'
L18	N 89°29'36" E	142.89'
L19	N 68°19'52" E	393.55'
L20	N 45°46'19" E	51.78'
L21	N 13°47'53" E	5.02'
L22	S 13°47'53" W	162.99'

CURVE TABLE				
CURVE #	RADIUS	ARC DISTANCE	CHORD BEARING	CHORD DISTANCE
C1	565.00'	1049.21'	N 04°24'23" E	904.82'
C2	20.00'	31.42'	N 03°47'35" W	28.28'
C3	965.00'	518.51'	N 56°36'00" E	512.30'

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 OF 0.999875.

2/23/22

Bowman CONSULTING
Bowman Consulting Group, Ltd.
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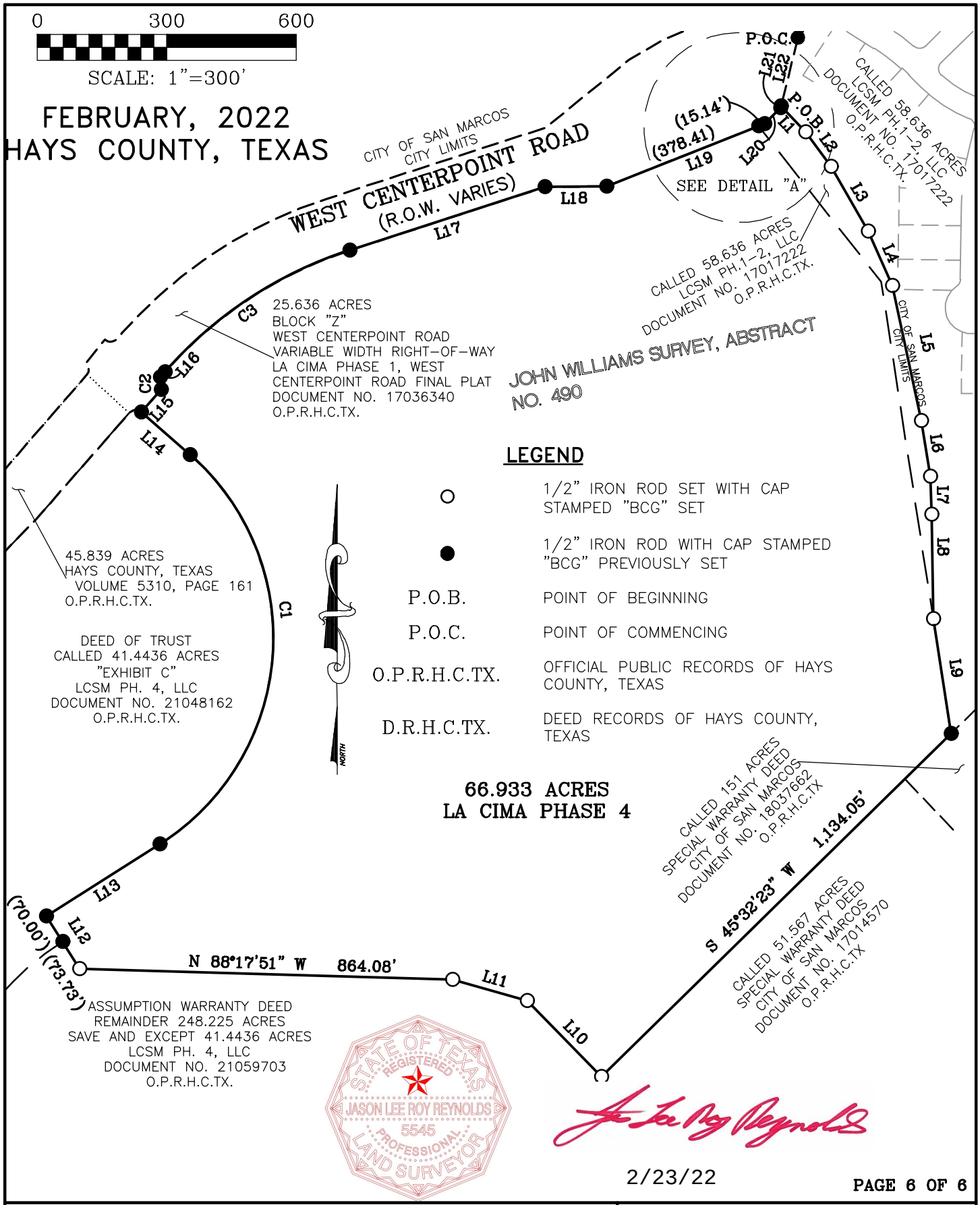
www.bowmanconsulting.com © Bowman Consulting Group, Ltd.
TBPE Firm No. F-14309 | TBPLS Firm No. 101206-00

FIELD NOTE SKETCH TO ACCOMPANY FN2400R2

FILE: P:\005956 - Lazy Oaks Ranch\005956-01-002 (SUR) - Freeman Tract\Survey\Working\Exhibits\5956 La Cima Phase 4 Exhibit.dwg
DATE: Feb 24,2022-2:42pm



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TBPE Firm No. F-14309 | TBPLS Firm No. 101206-00

FIELD NOTE SKETCH TO ACCOMPANY FN2400R2

FILE: P:\005956 - Lazy Oaks Ranch\005956-01-002 (SUR) - Freeman Tract\Survey\Working\Exhibits\5956 La Cima Phase 4 Exhibit.dwg
DATE: Feb 24,2022-2:41pm

Exhibit B

Form of Certification for Payment

FORM OF CERTIFICATION FOR PAYMENT
(Design — La Cima)

_____ ("Construction Manager") hereby requests payment for the percentage of design costs completed (the "Design Costs") described in Attachment A attached hereto. Capitalized undefined terms shall have the meanings ascribed thereto in the La Cima Public Improvement District Financing Agreement between Lazy Oaks Ranch, LP, a Texas Limited Partnership, and Hays County, Texas (the "County"), dated as of July 21, 2015, as amended (the "Finance Agreement"). In connection with this Certification for Payment, the undersigned, in his or her capacity as the _____ of Construction Manager, to his or her knowledge, hereby represents and warrants to the County as follows:

1. He (she) is a duly authorized representative of Construction Manager, qualified to execute this request for payment on behalf of the Construction Manager and knowledgeable as to the matters forth herein.

2. The design work described in Attachment A has been completed in the percentages stated therein.

3. The true and correct Design Costs for which payment is requested is set forth in Attachment A and payment for such requested amounts and purposes has not been subject to any previously submitted request for payment

4. Attached hereto as Attachment B is a true and correct copy of a bills paid affidavit evidencing that any contractor or subcontractor having performed design work described in Attachment A has been paid in full for all work completed through the previous Certification for Payment.

5. Attached hereto as Attachment C are invoices, receipts, worksheets and other evidence of costs which are in sufficient detail to allow the County to verify the Design Costs for which payment is requested.

[*Signature page follows*]

SIGNATURE PAGE TO
FORM OF CERTIFICATION FOR PAYMENT

Date:_____

[Construction Manager Signature Block to be added]

APPROVAL BY THE COUNTY

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

HAYS COUNTY, TEXAS

By:_____

Date:_____

ATTACHMENT A TO CERTIFICATION OF PAYMENT (DESIGN)

Description of Design Work	Percentage of Design Work Completed under this Certification for Payment	Design Costs	Total Percentage of Design Work Completed

ATTACHMENT B TO CERTIFICATION OF PAYMENT (DESIGN)

[attached — bills paid affidavit]

ATTACHMENT C TO CERTIFICATION OF PAYMENT (DESIGN)

[attached — receipts]

FORM OF CERTIFICATION FOR PAYMENT
(Construction — La Cima)

_____ ("Construction Manager") hereby requests payment of the Actual Cost of the work described in Attachment A attached hereto (the "Draw Actual Costs"). Capitalized undefined terms shall have the meanings ascribed thereto in the La Cima Public Improvement District Financing Agreement between Lazy Oaks Ranch, LP and Hays County, Texas (the "County"), dated as of July 21, 2015, as amended. In connection with this Certification for Payment, the undersigned, in his or her capacity as the _____ of Construction Manager, to his or her knowledge, hereby represents and warrants to the County as follows:

1. He (she) is a duly authorized representative of Construction Manager, qualified to execute this request for payment on behalf of the Construction Manager and knowledgeable as to the matters forth herein.

2. The true and correct Draw Actual Costs for which payment is requested is set forth in Attachment A and payment for such requested amounts and purposes has not been subject to any previously submitted request for payment.

3. Attached hereto as Attachment B is a true and correct copy of a bills paid affidavit evidencing that any contractor or subcontractor having performed work on a Segment described in Attachment A has been paid in full for all work completed through the previous Certification for Payment.

4. Attached hereto as Attachment Care invoices, receipts, worksheets and other evidence of costs which are in sufficient detail to allow the County to verify the Draw Actual Costs of each Segment for which payment is requested.

[Signature Page Follows]

SIGNATURE PAGE TO
FORM OF CERTIFICATION FOR PAYMENT

Date:_____

[Construction Manager Signature Block to be added]

JOINDER OF PROJECT ENGINEER

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

_____

Project Engineer

APPROVAL BY THE COUNTY

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

HAYS COUNTY, TEXAS

By:_____

Date:_____

ATTACHMENT A TO CERTIFICATION OF PAYMENT (CONSTRUCTION)

Segment	Description of Work Completed under this Certification for Payment	Draw Actual Costs

ATTACHMENT B TO CERTIFICATION OF PAYMENT (CONSTRUCTION)

[bills paid affidavit — attached]

ATTACHMENT C TO CERTIFICATION OF PAYMENT (CONSTRUCTION)

[receipts — attached]

EXHIBIT C

LA CIMA PUBLIC IMPROVEMENT DISTRICT
REIMBURSEMENT AGREEMENT
NEIGHBORHOOD IMPROVEMENT AREA #3 – PHASE 5

[See attached]

LA CIMA PUBLIC IMPROVEMENT DISTRICT
REIMBURSEMENT AGREEMENT
NEIGHBORHOOD IMPROVEMENT AREA #3 – PHASE 5

This La Cima Public Improvement District Reimbursement Agreement Neighborhood Improvement Area #3 – Phase 5 (this "Reimbursement Agreement") is executed between Hays County, Texas ("County") and LCSM Ph. 4, LLC ("NIA #3 – Phase 5 Owner"), a Texas limited liability company wholly owned by La Cima San Marcos, LLC, a Texas limited liability company (including its Designated Successors and Assigns, the "Master Developer"), to be effective September 13, 2022 (each individually referred to as a "Party" and collectively as the "Parties"). This Reimbursement Agreement is entered into pursuant to Section 5.08 of the La Cima Public Improvement District Financing Agreement dated July 21, 2015, as amended (the "PID Financing Agreement") between the County and Master Developer, as successor in interest to Lazy Oaks Ranch, LP ("Original Owner"). Capitalized terms in this Reimbursement Agreement have the meanings given to them in the PID Financing Agreement, unless otherwise provided in this Reimbursement Agreement.

RECITALS

WHEREAS, on September 23, 2014, the Court passed and approved Resolution No. 30162 (the "Creation Resolution") authorizing the creation of the La Cima Public Improvement District (the "District") covering approximately 2,046 acres of land described by a map thereof in the Creation Resolution (the "District Property");

WHEREAS, the purpose of the District is to finance certain improvements authorized by Chapter 372, Texas Local Government Code (as may be amended, the "PID Act") that promote the interests of the County and confer a special benefit on the District Property;

WHEREAS, the District Property is being developed in Neighborhood Improvement Areas with certain improvements to be constructed over time to serve District Property (or portions thereof);

WHEREAS, Original Owner has designated Master Developer as its Designated Successor or Assign, and Master Developer has assumed, all of Original Owner's rights and obligations under the PID Financing Agreement with respect to the Major Public Improvements and the Neighborhood Public Improvements;

WHEREAS, special assessments (the "Master Public Improvements Special Assessments") have been levied against the Assessed Parcels within the District for the construction of the Major Public Improvements in accordance with the La Cima Public Improvement District Service and Assessment Plan dated July 21, 2015 (as updated and amended from time to time, the "Original Service and Assessment Plan");

WHEREAS, on October 20, 2020, the Court approved the La Cima Public Improvement District 2020 Amended and Restated Service and Assessment Plan (as updated and amended from time to time, the "2020 Amended and Restated Service and Assessment Plan"), which amended and restated the Original Service and Assessment Plan in its entirety;

WHEREAS, Original Owner has conveyed to NIA #3 – Phase 5 Owner approximately 41.4436 acres in the District, being more particularly described in Exhibit A attached hereto and made a part hereof ("NIA #3 - Phase 5"), to be included in the third Neighborhood Improvement Area ("NIA #3"), which NIA #3 is generally depicted on Exhibit X to the La Cima Public Improvement District 2022 Amended and Restated Service and Assessment Plan (the "2022 Amended and Restated Service and Assessment Plan");

WHEREAS, NIA #3 – Phase 5 Owner has commenced the design and construction of the "Phase 5 Improvements" (herein so-called) which are more particularly described in the 2022 Amended and Restated Service and Assessment Plan;

WHEREAS, on September 7, 2022, the Master Public Improvements Special Assessment levied against NIA #3 - Phase 5 was prepaid in full;

WHEREAS, the Court has approved the 2022 Amended and Restated Service and Assessment Plan, which amended and restated the 2020 Amended and Restated Service and Assessment Plan in its entirety, and, in accordance therewith, levied special assessments against the Assessed Parcels within NIA #3 – Phase 5 (the "NIA #3 – Phase 5 Assessed Parcels") in the amount of $6,576,950 (the "NIA #3 – Phase 5 Special Assessments") for the Actual Costs of the Phase 5 Improvements;

WHEREAS, all revenue received and collected by the County from the NIA #3 – Phase 5 Special Assessments (excluding any reasonable collection and/or administrative costs, the "NIA #3 – Phase 5 Special Assessment Revenues") shall be deposited into (i) prior to the issuance of NIA #3 Bonds or NIA #3 Additional Bonds (each as defined herein) or in the event no NIA #3 Bonds or NIA #3 Additional Bonds, if any, are issued, an account held by the County that is segregated from all other funds of the County (the "NIA #3 – Phase 5 Reimbursement Fund") and used solely for the purposes set forth herein, and (ii) if NIA #3 Bonds or NIA #3 Additional Bonds, if any, are issued, in accordance with the Indenture related to such NIA #3 Bonds or NIA #3 Additional Bonds, if any, and used solely for the purposes set forth in the Indenture;

WHEREAS, the Parties intend that the NIA #3 – Phase 5 Reimbursement Obligation (defined below) shall be reimbursed to NIA #3 – Phase 5 Owner from (i) NIA#3 – Phase 5 Special Assessment Revenues on deposit in the NIA #3 – Phase 5 Reimbursement Fund; (ii) the net proceeds (after payment of costs of issuance) of Neighborhood Improvement PID Bonds issued by the County and secured in whole or in part by NIA #3 – Phase 5 Special Assessment Revenues (the "NIA #3 Bonds") that are allocable to the NIA #3 – Phase 5 Assessed Parcels under the 2022 Amended and Restated Service and Assessment Plan (the "NIA #3 – Phase 5 Net Bond Proceeds"); and/or (iii) the net proceeds of Additional Neighborhood Improvement PID Bonds issued by the

County and secured in whole or in part by the NIA #3 – Phase 5 Special Assessment Revenues (the "NIA #3 Additional Bonds") that are allocable to the NIA #3 – Phase 5 Assessed Parcels (the "NIA #3 – Phase 5 Net Additional Bond Proceeds"); and

NOW THEREFORE, FOR VALUABLE CONSIDERATION THE RECEIPT AND ADEQUACY OF WHICH ARE ACKNOWLEDGED, THE PARTIES AGREE AS FOLLOWS:

1. Recitals. The recitals in the "WHEREAS" clauses of this Reimbursement Agreement are true and correct and are incorporated as part of this Reimbursement Agreement for all purposes.

2. Deposit of NIA #3 – Phase 5 Special Assessment Revenues. Prior to the issuance of NIA #3 Bonds or NIA #3 Additional Bonds or in the event no NIA #3 Bonds or NIA #3 Additional Bonds are issued, the County shall cause the NIA #3 – Phase 5 Special Assessment Revenues to be deposited into the NIA #3 – Phase 5 Reimbursement Fund. Upon the issuance of NIA #3 Bonds or NIA #3 Additional Bonds, the County shall cause the NIA #3 – Phase 5 Special Assessment Revenues to be deposited, in accordance with the Indenture related to such NIA #3 Bonds or NIA #3 Additional Bonds.

3. NIA #3 – Phase 5 Reimbursement Obligation. Subject to the terms, conditions, and requirements contained herein, the County agrees to reimburse the NIA #3 – Phase 5 Owner, and the NIA #3 – Phase 5 Owner shall be entitled to receive from the County, the amount equal to the Actual Cost of the Phase 5 Improvements (the "NIA #3 – Phase 5 Reimbursement Obligation") plus interest on the unpaid balance in accordance with the terms of this Reimbursement Agreement until December 31, 2052 (the "Maturity Date"), unless this Reimbursement Agreement is terminated prior to the Maturity Date; provided, however, the NIA #3 – Phase 5 Reimbursement Obligation shall not exceed the lesser of the Actual Cost of the Phase 5 Improvements and $6,576,950, plus simple interest accrued below. The NIA #3 – Phase 5 Reimbursement Obligation shall be payable to the NIA #3 – Phase 5 Owner solely from: (i) the NIA #3 – Phase 5 Special Assessment Revenues deposited in the NIA #3 – Phase 5 Reimbursement Fund; (ii) the NIA #3 – Phase 5 Net Bond Proceeds; (iii) the NIA #3 – Phase 5 Net Additional Bond Proceeds; or (iv) a combination of items (i), (ii) and (iii). The NIA #3 – Phase 5 Reimbursement Obligation is authorized by the PID Act, was approved by the Court, and represents the total costs to be assessed against the NIA #3 – Phase 5 Assessed Parcels for the Phase 5 Improvements, which, upon completion, will be dedicated in fee and accepted by the County or City, as applicable, pursuant to the terms of the PID Financing Agreement. The unpaid NIA #3 – Phase 5 Reimbursement Obligation shall bear simple interest per annum at the rate of 6.00% until the Maturity Date or until NIA #3 Bonds and/or NIA #3 Additional Bonds are sold, if ever, and this rate was determined by the Court not to exceed 2% above the highest average index rate for tax-exempt bonds reported in the 20-Bond Revenue Index published in *The Bond Buyer* (a

daily or weekly publication that publishes this interest rate index) and reported in the month before the effective date of this Reimbursement Agreement. If any portion of the NIA #3 – Phase 5 Reimbursement Obligation remains unpaid after the County has elected to sell NIA #3 Bonds, the interest rate paid to the NIA #3 – Phase 5 Owner on such portion shall be the same as the interest rate on the NIA #3 Bonds; provided, however, that the interest rate on the NIA #3 – Phase 5 Reimbursement Obligation shall not exceed 6.00% or the maximum amount of interest permitted under the PID Act, whichever is lower. Simple interest on the NIA #3 – Phase 5 Reimbursement Obligation accrues from the date that the applicable Certification for Payment is approved by the County. The interest rate has been approved by the Court and complies with the PID Act.

A budget for the Actual Costs of the Phase 5 Improvements is included in the 2022 Amended and Restated Service and Assessment Plan.

4. Unpaid Balance. The unpaid principal balance of the NIA #3 – Phase 5 Reimbursement Obligation, plus simple interest as described above (collectively, the "Unpaid Balance"), is payable to the NIA #3 – Phase 5 Owner and secured under this Reimbursement Agreement solely as described herein. No other County funds, revenue, taxes, income, or property shall be used even if the Unpaid Balance is not paid in full at the Maturity Date. The County acknowledges and agrees that until the Unpaid Balance is paid in full, the obligation of the County to use NIA #3 – Phase 5 Assessment Revenues on deposit in the NIA #3 – Phase 5 Reimbursement Fund, the NIA #3 – Phase 5 Net Bond Proceeds, if NIA #3 Bonds are issued, and the NIA #3 – Phase 5 Net Additional Bond Proceeds, if NIA #3 Additional Bonds are issued, to pay the Unpaid Balance to NIA #3 – Phase 5 Owner is absolute and unconditional and that the County does not have, and will not assert, any defenses to such obligation.

5. County Collection Efforts. The County will use all reasonable efforts to receive and collect NIA #3 – Phase 5 Special Assessments concurrently with the collection of County ad valorem taxes (including the foreclosure of liens resulting from the nonpayment of the Major Improvement Area Special Assessments levied for the payment of the Major Improvement PID Bonds and any Additional Major Improvement PID Bonds, the NIA #3 – Phase 5 Special Assessments or other charges due and owing under the 2022 Amended and Restated Service and Assessment Plan), and upon receipt and collection, immediately deposit the same into the NIA #3 – Phase 5 Reimbursement Fund or in accordance with the Indenture, as applicable. Notwithstanding its collection efforts, if the County fails to receive all or any part of the NIA #3 – Phase 5 Special Assessments, such failure and inability shall not constitute default by the County under this Reimbursement Agreement. This Reimbursement Agreement and/or any of the NIA #3 Bonds and NIA #3 Additional Bonds shall never give rise to or create:

a. a charge against the general credit or taxing powers of the County or any other taxing unit; or

b. a debt or other obligation of the County payable from any source of revenue, taxes, income, or properties of the County other than from the NIA #3 – Phase 5 Special Assessments or from the net proceeds of the NIA #3 Bonds and the NIA #3 Additional Bonds, if any, allocable to the costs of the Phase 5 Improvements.

6. Process for Payment of the NIA #3 – Phase 5 Reimbursement Obligation. After completion of construction of the Phase 5 Improvements, NIA #3 – Phase 5 Owner may submit (but not more frequently than monthly) to the County a written request for payment from the NIA #3 – Phase 5 Reimbursement Fund or, if NIA #3 Bonds or NIA #3 Additional Bonds are issued, from the proceeds of the issuance of such NIA #3 Bonds and/or NIA #3 Additional Bonds, in accordance with the Indenture, in the form attached hereto as Exhibit B (each a "Certification for Payment") to disburse funds to pay for the cost of designing and constructing the applicable Phase 5 Improvements. Each Certification for Payment shall designate the Phase 5 Improvements (or portion thereof) to which the Certification for Payment pertains. This process will continue until the Unpaid Balance is paid in full, whether from NIA #3 – Phase 5 Special Assessments or from the proceeds of the issuance of NIA #3 Bonds and/or NIA #3 Additional Bonds, if any.

7. Issuance of Neighborhood Improvement PID Bonds. Upon completion of 75% of the Neighborhood Public Improvements benefiting NIA#3, the County may consider the issuance of NIA #3 Bonds to reimburse the NIA #3 – Phase 5 Owner for the Unpaid Balance. If the NIA #3 Bonds are issued and the NIA #3 – Phase 5 Net Bond Proceeds are not sufficient to fully reimburse the NIA #3 – Phase 5 Owner for the Unpaid Balance, then, in addition to receiving the NIA #3 – Phase 5 Net Bond Proceeds, the NIA #3 – Phase 5 Owner may continue to receive the NIA #3 – Phase 5 Reimbursement Obligation until it receives the Unpaid Balance. Furthermore, if the NIA #3 – Phase 5 Owner has still not received the entire Unpaid Balance after the foregoing actions, then, so long as the applicable Future Bonds Test is satisfied, the County may consider the issuance of NIA #3 Additional Bonds to reimburse NIA #3 – Phase 5 Owner for the Unpaid Balance. In the case where NIA #3 Bonds are issued and do not cover the entire Unpaid Balance, then NIA #3 – Phase 5 Special Assessment Revenues shall first be used to service the NIA #3 Bonds and then to reimburse NIA #3 – Phase 5 Owner for the Unpaid Balance. The Parties acknowledge that the approval of the issuance of any NIA #3 Bonds or any NIA #3 Additional Bonds by the Court is a governmental function within the Court's sole discretion.

8. Termination. Once all payments paid to the NIA #3 – Phase 5 Owner under this Reimbursement Agreement (including NIA #3 – Phase 5 Net Bond Proceeds and NIA #3 – Phase 5 Net Additional Bond Proceeds) equal the Unpaid Balance, this

Reimbursement Agreement shall terminate; provided, however that if on the Maturity Date, after application of the NIA #3 – Phase 5 Net Bond Proceeds and NIA #3 – Phase 5 Net Additional Bond Proceeds, any portion of the Unpaid Balance remains unpaid, such Unpaid Balance shall be canceled and for all purposes of this Reimbursement Agreement shall be deemed to have been conclusively and irrevocably PAID IN FULL; provided further that if any NIA #3 – Phase 5 Assessment Revenues remain due and payable and are uncollected on the Maturity Date, such NIA #3 – Phase 5 Assessment Revenues, when, as, and if collected after the Maturity Date, shall be applied to any amounts due in connection with outstanding NIA #3 Bonds and NIA #3 Additional Bonds, allocable to the costs of the NIA #3 Improvements, and then paid to the NIA #3 – Phase 5 Owner and applied to the Unpaid Balance.

9. Non-Recourse Obligation. The obligations of the County under this Reimbursement Agreement are non-recourse and payable only from (i) NIA #3 – Phase 5 Special Assessments, or (ii) NIA #3 – Phase 5 Net Bond Proceeds and NIA #3 – Phase 5 Net Additional Bond Proceeds, and such obligations do not create a debt or other obligation payable from any other County revenues, taxes, income, or property. None of the County or any of its elected or appointed officials or any of its employees shall incur any liability hereunder to the NIA #3 – Phase 5 Owner or any other party in their individual capacities by reason of this Reimbursement Agreement or their acts or omission under or related to this Reimbursement Agreement.

10. No Defense. Following the County's inspection and approval of the Phase 5 Improvements, there will be no conditions or defenses to the obligation of the County to use the NIA #3 – Phase 5 Net Bond Proceeds or NIA #3 – Phase 5 Net Additional Bond Proceeds to pay the Unpaid Balance and to pledge the NIA #3 – Phase 5 Special Assessment Revenues as security for such NIA #3 Bonds or NIA #3 Additional Bonds, other than the County's right to pay costs of issuance of such bonds and/or other costs incurred by the County relating to the Phase 5 Improvements (as identified in the 2022 Amended and Restated Service and Assessment Plan). As applicable, the County hereby agrees to transfer such portion of the NIA #3 – Phase 5 Special Assessment Revenues to the Trustee under the Indenture.

11. No Waiver. Nothing in this Reimbursement Agreement is intended to constitute a waiver by the County of any remedy the County may otherwise have outside this Reimbursement Agreement against any person or entity involved in the design, construction, or installation of the Phase 5 Improvements.

12. Amendment for NIA #3 Additional Bonds. If NIA #3 Additional Bonds are issued in the future, the NIA #3 – Phase 5 Owner and County hereby agree to amend this Reimbursement Agreement (if required or reasonably necessary) to adjust defined terms and/or other applicable provisions.

13. Ownership of NIA #3 – Phase 5 Assessed Parcels. As of the date of this Reimbursement Agreement, the NIA #3 – Phase 5 Owner owns 100% of the NIA #3 – Phase 5 Assessed Parcels. The NIA #3 – Phase 5 Owner acknowledges that the Phase 5 Improvements will confer a special benefit on the NIA #3 – Phase 5 Assessed Parcels and consents to the imposition of the NIA #3 – Phase 5 Special Assessments to pay for the Actual Costs associated therewith. Following the approval of the 2022 Amended and Restated Service and Assessment Plan and the levy of the NIA #3 – Phase 5 Special Assessments, the NIA #3 – Phase 5 Owner agrees to ratify, confirm, accept, agree to and approve: (i) the determinations and findings by the Court as to the special benefits described herein and the Assessment Order; (ii) the 2022 Amended and Restated Service and Assessment Plan and the applicable Assessment Order, and (iii) the levying of the NIA #3 – Phase 5 Special Assessments on NIA #3 – Phase 5 Assessed Parcels.

14. Governing Law; Venue. This Reimbursement Agreement is being executed and delivered, and is intended to be performed in the State of Texas. Except to the extent that the laws of the United States may apply to the terms hereof, the substantive laws of the State of Texas shall govern the validity, construction, enforcement, and interpretation of this Reimbursement Agreement. In the event of a dispute involving this Reimbursement Agreement, venue for such dispute shall lie in any court of competent jurisdiction in Hays County, Texas.

15. Notice. Any notice required or contemplated by this Reimbursement Agreement shall be deemed given at the addresses shown below: (i) when delivered by a national company such as FedEx or UPS with evidence of delivery signed by any person at the delivery address regardless of whether such person was the named addressee; or (ii) 24 hours after the notice was deposited with the United States Postal Service, Certified Mail, Return Receipt Requested. Any Party may change its address by delivering written notice of such change in accordance with this section.

County:	Hays County Commissioners Court 111 E San Antonio St, Suite 300 San Marcos, TX 78666 Facsimile: 512.393.2205
With a copy to:	Hays County General Counsel Attn: Mark Kennedy 111 E San Antonio St, Suite 202 San Marcos, TX 78666 Facsimile: 512.393.2219
	Orrick, Herrington & Sutcliffe LLP Attn: Julie Houston 300 West 6th Street Suite 1850

Austin, Texas 78701

If to NIA #3 - Phase 5 Owner:

LCSM Ph. 4, LLC
Attn: Bryan Lee
303 Colorado, Suite 2300
Austin, TX 78701
Facsimile: 512.457.8008

16. Invalid Provisions. If any provision of this Reimbursement Agreement is held invalid by any court, such holding shall not affect the validity of the remaining provisions, and the remainder of this Reimbursement Agreement shall remain in full force and effect.

17. Exclusive Rights of NIA #3 – Phase 5 Owner. NIA #3 – Phase 5 Owner's right, title and interest into the payments of NIA #3 – Phase 5 Reimbursement Obligation, as described herein, shall be the sole and exclusive property of NIA #3 – Phase 5 Owner (or its Transferee) and no other third party shall have any claim or right to such funds unless NIA #3- Phase 5 Owner transfers its rights to its Unpaid Balance to a Transferee in writing and otherwise in accordance with the requirements set forth herein. Subject to the terms of Section 19 hereof, NIA #3 – Phase 5 Owner has the right to convey, transfer, assign, mortgage, pledge, or otherwise encumber, in whole or in part, all or any portion of NIA #3 – Phase 5 Owner's right, title, or interest under this Reimbursement Agreement including, but not limited to, any right, title or interest of NIA #3 – Phase 5 Owner in and to payment of its Unpaid Balance (a "Transfer," and the person or entity to whom the transfer is made, a "Transferee"). Notwithstanding the foregoing, no Transfer shall be effective until written notice of the Transfer, including the name and address of the Transferee, is provided to the County in accordance with Section 15 above. The County may rely conclusively on any written notice of a Transfer provided by NIA #3 – Phase 5 Owner without any obligation to investigate or confirm the Transfer.

18. Assignment.

    a. Subject to subparagraph (b) below, NIA #3 – Phase 5 Owner may, in its sole and absolute discretion, assign this Reimbursement Agreement with respect to all or part of NIA #3 – Phase 5 from time to time to any third party. NIA #3 – Phase 5 Owner shall provide the County thirty (30) days prior written notice of any such assignment. Upon such assignment or partial assignment, NIA #3 – Phase 5 Owner shall be fully released from any and all obligations under this Reimbursement Agreement and shall have no further liability with respect to this Reimbursement Agreement for the part of NIA #3 – Phase 5 so assigned.

    b. Any sale of a portion of NIA #3 – Phase 5 or assignment of any right hereunder shall not be deemed a sale or assignment to a Designated Successor or Assign unless the conveyance or transfer instrument effecting such sale or assignment expressly states that the sale or assignment is to a Designated Successor or Assign.

c. Any sale of a portion of NIA #3 – Phase 5 or assignment of any right hereunder shall not be deemed a Transfer unless the conveyance or transfer instrument effecting such sale or assignment expressly states that the sale or assignment is deemed to be a Transfer.

d. "Designated Successors and Assigns" shall mean (i) an entity to which NIA #3 – Phase 5 Owner assigns (in writing) its rights and obligations contained in this Reimbursement Agreement pursuant to Section 19; (ii) any entity which is the successor by merger or otherwise to all or substantially all of NIA #3 – Phase 5 Owner's assets and liabilities including, but not limited to, any merger or acquisition pursuant to any public offering or reorganization to obtain financing and/or growth capital; or (iii) any entity which may have acquired all of the outstanding stock or ownership of assets of NIA #3 – Phase 5 Owner.

19. Transfer.

a. NIA #3 – Phase 5 Owner's right, title and interest into the payments of unreimbursed Actual Costs shall be the sole and exclusive property of NIA #3 – Phase 5 Owner (or its Transferee) and no other third party shall have any claim or right to such funds unless NIA #3 – Phase 5 Owner transfers its rights to its unreimbursed Actual Costs to a Transferee in writing and otherwise in accordance with the requirements set forth herein. Subject to the terms of Section 18 hereof, NIA #3 – Phase 5 Owner has the right to convey, transfer, assign, mortgage, pledge, or otherwise encumber, in whole or in part, all or any portion of NIA #3 – Phase 5 Owner's right, title, or interest under this Reimbursement Agreement including, but not limited to, any right, title or interest of NIA #3 – Phase 5 Owner in and to payment of its unreimbursed Actual Costs. The NIA #3 – Phase 5 Owner waives and releases all rights or claims against the County for any funds paid to a third party as a result of a Transfer for which the County received notice. The foregoing notwithstanding, no Transfer of payments hereunder may be pledged to the payment of debt service on public securities issued by any state of the United States or any political subdivision thereof without the approval of the Court. Notwithstanding the foregoing, no Transfer shall be effective until written notice of the Transfer, including the name and address of the Transferee, is provided to the County. The County may rely conclusively on any written notice of a Transfer provided by NIA #3 – Phase 5 Owner without any obligation to investigate or confirm the Transfer.

b. NIA #3 – Phase 5 Owner hereby represents and warrants that it has not made, and will not in the future make, a Transfer except in accordance with the requirements of this Reimbursement Agreement, including Section 17 above. **NIA #3 - PHASE 5 OWNER HEREBY AGREES TO INDEMNIFY, DEFEND AND HOLD THE COUNTY AND THEIR OFFICIALS, EMPLOYEES, OFFICERS, REPRESENTATIVES, AND AGENTS HARMLESS FROM AND AGAINST ANY AND ALL LOSSES, COSTS, EXPENSES OR LIABILITIES (INCLUDING REASONABLE ATTORNEYS' FEES) ARISING OUT OF OR IN ANY WAY RELATED TO ANY CLAIMS, LAWSUITS, JUDGMENTS, DISPUTES,**

PROTESTS, CHALLENGES AND SIMILAR MATTERS ASSERTED BY ANY PERSON OR ENTITY CONCERNING OR RELATING TO (I) NIA #3 – PHASE 5 OWNER'S BREACH OF THE FOREGOING REPRESENTATION AND WARRANTY, AND (II) ANY SUM OR SUMS PAID TO NIA #3 – PHASE 5 OWNER BUT NOT PROPERLY DUE AND OWING TO NIA #3 – PHASE 5 OWNER UNDER THIS REIMBURSMENT AGREEMENT AND FURTHER AGREES TO IMMEDIATELY RETURN TO THE COUNTY ANY SUM OR SUMS PAID BY THE COUNTY TO NIA #3 – PHASE 5 OWNER UPON THE FINAL DETERMINATION BY A COURT OF COMPETENT JURISDICTION THAT NIA #3 – PHASE 5 OWNER WAS NOT THE PARTY TO WHICH SUCH SUM OR SUMS WERE DUE AND PAYABLE.

20. Failure; Default; Remedies.

a. If either Party fails to perform an obligation imposed on such Party by this Reimbursement Agreement (a "Failure") and such Failure is not cured after written notice and the expiration of the cure periods provided in this section, then such Failure shall constitute a "Default." Upon the occurrence of a Failure by a non-performing Party, the other Party shall notify the non-performing Party in writing specifying in reasonable detail the nature of the Failure. The non-performing Party to whom notice of a Failure is given shall have at least 30 days from receipt of the notice within which to cure the Failure; however, if the Failure cannot reasonably be cured within 30 days and the non-performing Party has diligently pursued a cure within such 30-day period and has provided written notice to the other Party that additional time is needed, then the cure period shall be extended for an additional period (not to exceed 90 days) so long as the non-performing Party is diligently pursuing a cure.

b. If the NIA #3 – Phase 5 Owner is in Default, the County may remedy by seeking specific enforcement of this Reimbursement Agreement. No Default by the NIA #3 – Phase 5 Owner, however, shall: (1) affect the obligations of the County to use the NIA #3 – Phase 5 Net Bond Proceeds and NIA #3 – Phase 5 Net Additional Bond Proceeds as provided in Sections 6 and 7 of this Reimbursement Agreement; or (2) entitle the County to terminate this Reimbursement Agreement. In addition to specific enforcement, the County shall be entitled to attorney's fees, court costs, and other costs of the County to obtain specific enforcement.

c. If the County is in Default, the NIA #3 - Phase 5 Owner's sole and exclusive remedies shall be to: (1) seek a writ of mandamus to compel performance by the County; or (2) seek specific enforcement of this Reimbursement Agreement.

21. Miscellaneous.

a. The failure by a Party to insist upon the strict performance of any provision of this Reimbursement Agreement by the other Party, or the failure by a Party to exercise its rights upon a Default by the other Party shall not constitute a waiver

of such Party's right to insist and demand strict compliance by such other Party with the provisions of this Reimbursement Agreement.

b. The County does not waive or surrender any of its governmental powers, immunities, or rights except to the extent permitted by law and necessary to allow the NIA #3 – Phase 5 Owner to enforce its contractual remedies under this Reimbursement Agreement.

c. Nothing in this Reimbursement Agreement, expressed or implied, is intended to or shall be construed to confer upon or to give to any person or entity other than the County and the NIA #3 – Phase 5 Owner any rights, remedies, or claims under or by reason of this Reimbursement Agreement, and all covenants, conditions, promises, and agreements in this Reimbursement Agreement shall be for the sole and exclusive benefit of the County and the NIA #3 – Phase 5 Owner.

d. This Reimbursement Agreement may be amended only by written agreement of the Parties.

e. The NIA #3 – Phase 5 Owner hereby verifies that the NIA #3 – Phase 5 Owner and any parent company, wholly- or majority-owned subsidiaries, and other affiliates of the NIA #3 – Phase 5 Owner, if any, do not boycott Israel and, to the extent this Reimbursement Agreement is a contract for goods or services, will not boycott Israel during the term of this Reimbursement Agreement. 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.

f. The NIA #3 – Phase 5 Owner represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, 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 NIA #3 – Phase 5 Owner and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization.

g. To the extent this Reimbursement Agreement constitutes a contract for goods or services for which a written verification is required under Section 2274.002 (as added by Senate Bill 13 in the 87th Texas Legislature, Regular Session), Texas Government Code, as amended, the NIA #3 - Phase 5 Owner hereby verifies that the NIA #3 – Phase 5 Owner and any parent company, wholly- or majority-owned subsidiaries, and other affiliates of the NIA #3 – Phase 5 Owner, if any, do not boycott energy companies and will not boycott energy companies during the term of this Agreement. The foregoing verification is made solely to enable the 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.

h. To the extent this Reimbursement Agreement constitutes a contract for goods or services for which a written verification is required under Section 2274.002 (as added by Senate Bill 19 in the 87th Texas Legislature, Regular Session), Texas Government Code, as amended, the NIA #3 – Phase 5 Owner hereby verifies that the NIA #3 – Phase 5 Owner and any parent company, wholly- or majority-owned subsidiaries, and other affiliates of the NIA #3 – Phase 5 Owner, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of this Reimbursement Agreement 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. As used in the foregoing verification,

(b) "firearm entity" means a manufacturer, distributor, wholesaler, supplier, or retailer of firearms (i.e., weapons that expel projectiles by the action of explosive or expanding gases), firearm accessories (i.e., devices specifically designed or adapted to enable an individual to wear, carry, store, or mount a firearm on the individual or on a conveyance and items used in conjunction with or mounted on a firearm that are not essential to the basic function of the firearm, including detachable firearm magazines), or ammunition (i.e., a loaded cartridge case, primer, bullet, or propellant powder with or without a projectile) or a sport shooting range (as defined by Section 250.001, Texas Local Government Code), and

(c) "firearm trade association" means a person, corporation, unincorporated association, federation, business league, or business organization that (i) is not organized or operated for profit (and none of the net earnings of which inures to the benefit of any private shareholder or individual), (ii) has two or more firearm entities as members, and (iii) is exempt from federal income taxation under Section 501(a), Internal Revenue Code of 1986, as an organization described by Section 501(c) of that code.

i. As used in Section 21(e) through (h), the NIA #3 – Phase 5 Owner understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the NIA #3 – Phase 5 Owner within the meaning of SEC Rule 405, 17 C.F.R. § 230.405, and exists to make a profit.

j. Submitted herewith is a completed Form 1295 in connection with the NIA #3 – Phase 5 Owner's participation in the execution of this Reimbursement Agreement generated by the Texas Ethics Commission's (the "TEC") electronic filing application in accordance with the provisions of Section 2252.908 of the Texas Government Code and the rules promulgated by the TEC (the "Form 1295"). The County hereby confirms receipt of the Form 1295 from the NIA #3 – Phase 5 Owner. The NIA #3 – Phase 5 Owner 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 NIA #3 – Phase 5 Owner; and, neither the County nor its consultants have verified such information.

k. This Reimbursement Agreement may be executed in counterparts, each of which shall be deemed an original.

[Signature pages to follow]

IN WITNESS WHEREOF, the Parties have caused this Reimbursement Agreement to be executed as of September 13, 2022, to be effective as of the date written on the first page of this Reimbursement Agreement.

Hays County, Texas

By: _____
Name: _____
Title: _____

LCSM PH. 4, LLC, a Texas limited liability company

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

Exhibit A

Legal Description of NIA #3 - Phase 5

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;

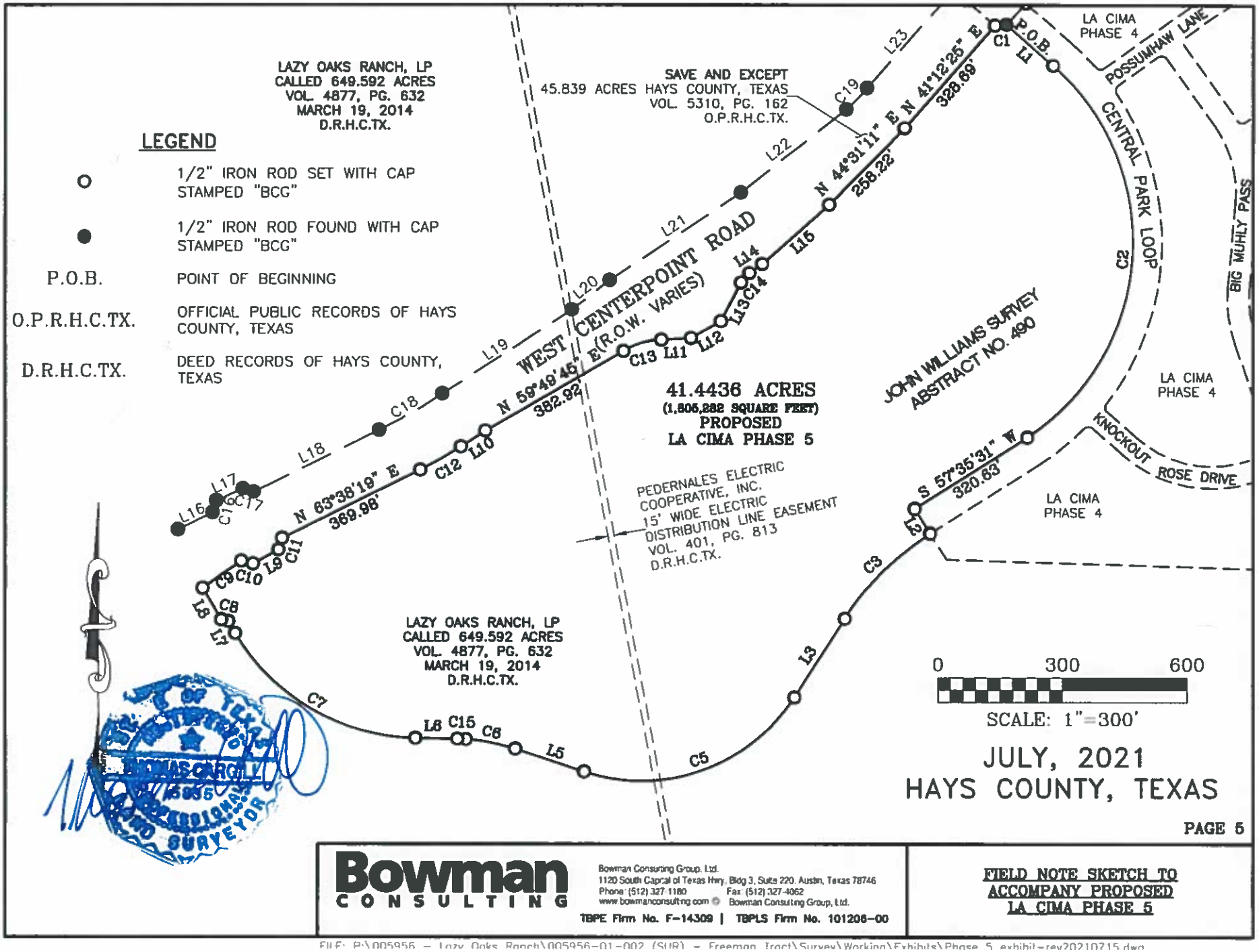
25. North 54 degrees 41 minutes 43 seconds East, a distance of 37.66 feet to a 1/2 inch iron rod with cap stamped "BCG" set for corner;

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.



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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

FIELD NOTE SKETCH TO ACCOMPANY PROPOSED LA CIMA PHASE 5

CURVE TABLE				
CURVE #	RADIUS	ARC DISTANCE	CHORD BEARING	CHORD DISTANCE
C1	20.00'	31.42'	N 86°12'25" E	28.28'
C2	565.00'	1039.92'	S 03°56'07" W	899.23'
C3	665.00'	292.64'	S 44°59'56" W	290.28'
C5	435.00'	577.47'	S 70°25'22" W	535.99'
C6	465.00'	120.92'	N 78°59'48" W	120.58'
C7	510.00'	524.11'	N 59°32'40" W	501.35'
C8	12.00'	19.47'	N 76°34'48" W	17.40'
C9	1067.75'	113.70'	N 54°46'40" E	113.65'
C10	20.00'	32.13'	S 76°08'00" E	28.79'
C11	20.00'	32.72'	N 16°46'02" E	29.19'
C12	956.35'	112.74'	N 60°15'41" E	112.67'
C13	205.00'	95.95'	N 73°14'16" E	95.08'
C14	65.00'	30.90'	N 41°04'39" E	30.61'
C15	465.00'	20.60'	N 87°42'56" W	20.60'
C16	20.00'	32.72'	N 16°46'02" E	29.19'
C17	20.00'	30.11'	S 73°13'58" E	27.35'
C18	1467.50'	175.82'	N 60°12'22" E	175.72'
C19	711.97'	72.14'	N 44°06'35" E	72.11'

LINE TABLE		
LINE #	BEARING	DISTANCE
L1	S 48°47'35" E	149.30'
L2	S 32°23'40" E	70.00'
L3	S 32°23'32" W	225.69'
L5	N 71°32'48" W	174.79'
L6	N 88°59'05" W	100.80'
L7	N 30°06'14" W	33.14'
L8	N 30°10'23" W	88.70'
L9	N 61°23'04" E	70.02'
L10	N 56°53'03" E	70.15'
L11	N 86°38'46" E	71.54'
L12	N 60°28'54" E	82.10'
L13	N 27°27'35" E	105.26'
L14	N 54°41'43" E	37.66'
L15	N 48°22'52" E	214.92'
L16	N 63°38'19" E	93.35'
L17	N 65°45'53" E	70.37'
L18	N 63°38'19" E	335.40'
L19	N 56°46'26" E	370.65'
L20	N 52°02'59" E	115.65'
L21	N 56°10'08" E	379.48'
L22	N 51°41'45" E	321.99'
L23	N 41°00'43" E	317.83'

LEGEND

o	1/2" IRON ROD SET WITH CAP STAMPED "BCG"
●	1/2" IRON ROD FOUND WITH CAP STAMPED "BCG"
P.O.B.	POINT OF BEGINNING
O.P.R.H.C.TX.	OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS
D.R.H.C.TX.	DEED RECORDS OF HAYS COUNTY, TEXAS

Bowman CONSULTING
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TBPE Firm No. F-14309 | TBPLS Firm No. 101206-00

FIELD NOTE SKETCH TO ACCOMPANY PROPOSED LA CIMA PHASE 5

Exhibit B

Form of Certification for Payment

FORM OF CERTIFICATION FOR PAYMENT
(Design — La Cima)

_____ ("Construction Manager") hereby requests payment for the percentage of design costs completed (the "Design Costs") described in Attachment A attached hereto. Capitalized undefined terms shall have the meanings ascribed thereto in the La Cima Public Improvement District Financing Agreement between Lazy Oaks Ranch, LP, a Texas Limited Partnership, and Hays County, Texas (the "County"), dated as of July 21, 2015, as amended (the "Finance Agreement"). In connection with this Certification for Payment, the undersigned, in his or her capacity as the _____ of Construction Manager, to his or her knowledge, hereby represents and warrants to the County as follows:

1. He (she) is a duly authorized representative of Construction Manager, qualified to execute this request for payment on behalf of the Construction Manager and knowledgeable as to the matters forth herein.

2. The design work described in Attachment A has been completed in the percentages stated therein.

3. The true and correct Design Costs for which payment is requested is set forth in Attachment A and payment for such requested amounts and purposes has not been subject to any previously submitted request for payment

4. Attached hereto as Attachment B is a true and correct copy of a bills paid affidavit evidencing that any contractor or subcontractor having performed design work described in Attachment A has been paid in full for all work completed through the previous Certification for Payment.

5. Attached hereto as Attachment C are invoices, receipts, worksheets and other evidence of costs which are in sufficient detail to allow the County to verify the Design Costs for which payment is requested.

[*Signature page follows*]

SIGNATURE PAGE TO
FORM OF CERTIFICATION FOR PAYMENT

Date:_____

[Construction Manager Signature Block to be added]

APPROVAL BY THE COUNTY

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

HAYS COUNTY, TEXAS

By:_____

Date:_____

ATTACHMENT A TO CERTIFICATION OF PAYMENT (DESIGN)

Description of Design Work	Percentage of Design Work Completed under this Certification for Payment	Design Costs	Total Percentage of Design Work Completed

ATTACHMENT B TO CERTIFICATION OF PAYMENT (DESIGN)

[attached — bills paid affidavit]

ATTACHMENT C TO CERTIFICATION OF PAYMENT (DESIGN)

[attached — receipts]

FORM OF CERTIFICATION FOR PAYMENT
(Construction — La Cima)

_____ ("Construction Manager") hereby requests payment of the Actual Cost of the work described in Attachment A attached hereto (the "Draw Actual Costs"). Capitalized undefined terms shall have the meanings ascribed thereto in the La Cima Public Improvement District Financing Agreement between Lazy Oaks Ranch, LP and Hays County, Texas (the "County"), dated as of July 21, 2015, as amended. In connection with this Certification for Payment, the undersigned, in his or her capacity as the _____ of Construction Manager, to his or her knowledge, hereby represents and warrants to the County as follows:

1. He (she) is a duly authorized representative of Construction Manager, qualified to execute this request for payment on behalf of the Construction Manager and knowledgeable as to the matters forth herein.

2. The true and correct Draw Actual Costs for which payment is requested is set forth in Attachment A and payment for such requested amounts and purposes has not been subject to any previously submitted request for payment.

3. Attached hereto as Attachment B is a true and correct copy of a bills paid affidavit evidencing that any contractor or subcontractor having performed work on a Segment described in Attachment A has been paid in full for all work completed through the previous Certification for Payment.

4. Attached hereto as Attachment Care invoices, receipts, worksheets and other evidence of costs which are in sufficient detail to allow the County to verify the Draw Actual Costs of each Segment for which payment is requested.

[Signature Page Follows]

SIGNATURE PAGE TO
FORM OF CERTIFICATION FOR PAYMENT

Date:_____

[Construction Manager Signature Block to be added]

JOINDER OF PROJECT ENGINEER

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

_____

Project Engineer

APPROVAL BY THE COUNTY

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

HAYS COUNTY, TEXAS

By:_____

Date:_____

ATTACHMENT A TO CERTIFICATION OF PAYMENT (CONSTRUCTION)

Segment	Description of Work Completed under this Certification for Payment	Draw Actual Costs

ATTACHMENT B TO CERTIFICATION OF PAYMENT (CONSTRUCTION)

[bills paid affidavit — attached]

ATTACHMENT C TO CERTIFICATION OF PAYMENT (CONSTRUCTION)

[receipts — attached]

EXHIBIT D
NEIGHBORHOOD IMPROVEMENT AREA #3 – PHASE 3
LANDOWNER AGREEMENT AND NOTICE OF SPECIAL ASSESSMENTS

[See attached]

LA CIMA PUBLIC IMPROVEMENT DISTRICT

NEIGHBORHOOD IMPROVEMENT AREA #3 – PHASE 3

LANDOWNER AGREEMENT AND NOTICE OF SPECIAL ASSESSMENTS

between

HAYS COUNTY, TEXAS

and

LCSM PH. 3, LLC

Dated as of:

September 13, 2022

LANDOWNER AGREEMENTAND NOTICE OF SPECIAL ASSESSMENT
(La Cima Public Improvement District)

This LANDOWNER AGREEMENT AND NOTICE OF SPECIAL ASSESSMENTS (this "Agreement") is entered into between HAYS COUNTY, TEXAS, a political subdivision of the State of Texas (the "County") and LCSM PH., 3, LLC, a Texas limited liability company (the "Landowner") (individually "Party" or collectively "Parties"). This Agreement shall be effective as of September 13, 2022 (the "Effective Date").

RECITALS

WHEREAS, on September 23, 2014, the Commissioners Court of Hays County (the "Commissioners Court") passed and approved Resolution No. 30162 (the "Creation Resolution") authorizing the creation of the La Cima Public Improvement District (the "District") covering approximately 2,046 acres of land described by a map thereof in the Creation Resolution (the "District Property");

WHEREAS, the purpose of the District is to finance certain public improvements authorized by Chapter 372, Texas Local Government Code (as may be amended, the "PID Act") that promote the interests of the County and confer a special benefit on the District Property;

WHEREAS, the District Property is being developed in Neighborhood Improvement Areas with certain improvements to be constructed over time to serve District Property (or portions thereof) as contemplated in that certain La Cima Public Improvement District Financing Agreement dated July 21, 2015 (the "PID Financing Agreement") between the County and La Cima San Marcos, LLC, as successor in interest to Lazy Oaks Ranch, LP ("Original Owner"), as amended by the First Amendment to La Cima Public Improvement Financing Agreement dated May 12, 2020, and the Second Amendment to La Cima Public Improvement Financing Agreement dated August 30, 2022, and the La Cima Public Improvement District Service and Assessment Plan dated July 21, 2015 (as updated and amended from time to time, the "Original Service and Assessment Plan");

WHEREAS, on October 20, 2020, the Commissioners Court approved the La Cima Public Improvement District 2020 Amended and Restated Service and Assessment Plan (as updated and amended from time to time, the "2020 Amended and Restated Service and Assessment Plan"), which amended and restated the Original Service and Assessment Plan in its entirety;

WHEREAS, Original Owner has conveyed to Landowner approximately 74.24 acres in the District, being more particularly described in Exhibit A attached hereto and made a part hereof ("NIA #3 - Phase 3"), to be included in the third Neighborhood Improvement Area ("NIA #3"), which NIA #3 is generally depicted on Exhibit X to the La Cima Public Improvement District 2022 Amended and Restated Service and Assessment Plan (as updated and amended from time to time, the "2022 Amended and Restated Service and Assessment Plan");

WHEREAS, effective as of the Effective Date, the County and the Landowner entered into that certain La Cima Public Improvement District Reimbursement Agreement Neighborhood Improvement Area #3 – Phase 3 (the "NIA #3 – Phase 3 Reimbursement Agreement"), related to the construction of the Phase 3 Improvements (as defined in the 2022 Amended and Restated Service and Assessment Plan), the levy of assessments within NIA #3 – Phase 3, the reimbursement of the Landowner for the costs of the Phase 3 Improvements and the issuance of revenue bonds secured by special assessments ("PID Bonds");

WHEREAS, the Commissioners Court has concurrently herewith adopted an order (including all exhibits, the "NIA #3 – Phase 3 Assessment Order") that levied an "Assessment" on each "Assessed Property" within NIA #3 – Phase 3, which Assessments will be used to reimburse the Landowner for the costs of the Phase 3 Improvements or, if PID Bonds are issued by the County, pledged as security for the payment of such PID Bonds to pay for, among other things, the costs of constructing the Phase 3 Improvements;

WHEREAS, a copy of the NIA #3 – Phase 3 Assessment Order will be filed with the County Clerk of the County.

WHEREAS, the NIA #3 – Phase 3 Assessment Order approved the 2022 Amended and Restated Service and Assessment Plan, which amended and restated the 2020 Amended and Restated Service and Assessment Plan in its entirety; and

WHEREAS, the 2022 Amended and Restated Service and Assessment Plan includes an "NIA #3 – Phase 3 Assessment Roll" setting forth the amount of the Assessment for each Assessed Property within NIA #3 – Phase 3, including the amount of the "Annual Installment" for each Assessment paid in installments; and

NOW THEREFORE, for and in consideration of the mutual promises, covenants, obligations, and benefits hereinafter set forth, the Parties agree as follows:

ARTICLE I
DEFINITIONS; APPROVAL OF AGREEMENTS

Definitions. Capitalized terms used but not defined in this Agreement (including the exhibits hereto) shall have the meanings given to them in the PID Financing Agreement.

Affirmation of Recitals. The matters set forth in the Recitals of this Agreement are true and correct and are incorporated in this Agreement as official findings of the Commissioners Court.

ARTICLE II
AGREEMENT OF LANDOWNER

A. Landowner ratifies, confirms, accepts, agrees to, and approves:

(i) the creation of the District and the boundaries of NIA #3 – Phase 3;

(ii) the location and construction of the Phase 3 Improvements which confer a special benefit on the Assessed Properties within NIA #3 – Phase 3;

(iii) the determinations and findings of special benefit to the Assessed Properties within NIA #3 – Phase 3 made by the Commissioners Court in the NIA #3 – Phase 3 Assessment Order and the 2022 Amended and Restated Service and Assessment Plan; and

(iv) the NIA #3 – Phase 3 Assessment Order and the 2022 Amended and Restated Service and Assessment Plan.

B. Landowner consents, acknowledges, accepts, and agrees:

(i) to the Assessments levied against the applicable Assessed Properties within NIA #3 – Phase 3 as shown on the NIA #3 – Phase 3 Assessment Roll, as the NIA #3 – Phase 3 Assessment Roll may be amended from time to time;

(ii) that the Phase 3 Improvements confer a special benefit on the Assessed Properties within NIA #3 – Phase 3 in an amount that exceeds the Assessments against the Assessed Properties within NIA #3 – Phase 3 as shown on the NIA #3 – Phase 3 Assessment Roll;

(iii) that the Assessments against the Assessed Properties within NIA #3 – Phase 3 are final, conclusive, and binding upon the Landowner and its successors and assigns;

(iv) to pay the Assessments against the Assessed Properties within NIA #3 – Phase 3 when due and in the amounts stated in the NIA #3 – Phase 3 Assessment Order, 2022 Amended and Restated Service and Assessment Plan, and NIA #3 – Phase 3 Assessment Roll;

(v) that each Assessment or reassessment against the Assessed Properties within NIA #3 – Phase 3, with interest, the expense of collection, and reasonable attorney's fees, if incurred, is a first and prior lien against the Assessed Properties within NIA #3 – Phase 3, superior to all other liens and monetary claims except liens or monetary claims for state, county, school district, or municipality ad valorem taxes, and is a personal liability of and charge against the owner of the Assessed Properties within NIA #3 – Phase 3 regardless of whether the owner is named;

(vi) that the Assessment liens on the Assessed Properties within NIA #3 – Phase 3 are liens and covenants that run with the land and are effective from the date of the NIA #3 – Phase 3 Assessment Order and continue until the Assessments within NIA #3 – Phase 3 are paid in full and may be enforced by the Commissioners Court of the County in the same manner that ad valorem tax liens against real property may be enforced;

(vii) that delinquent installments of Assessments against the Assessed Properties within NIA #3 – Phase 3 shall incur and accrue interest, penalties, and attorney's fees as provided in the PID Act;

(viii) that the owner of an Assessed Property within NIA #3 – Phase 3 may pay at any time the entire Assessment against the Assessed Property within NIA #3 – Phase 3 with interest that has accrued on the Assessment to the date of such payment;

(ix) that Annual Installments may be adjusted, increased (except that the total Assessment against an Assessed Property may not be increased) decreased, and extended and that owners of the Assessed Properties within NIA #3 – Phase 3 shall be obligated to pay such Annual Installments as adjusted, increased, decreased, or extended, when due and without the necessity of further action, assessments, or reassessments by the Commissioners Court; and

(x) that the Landowner has received, or hereby waives, all notices required by State law (including, but not limited to the PID Act) in connection with the creation of the District and the adoption and approval by the Commissioners Court of the NIA #3 – Phase 3 Assessment Order, the 2022 Amended and Restated Service and Assessment Plan, and the NIA #3 – Phase 3 Assessment Roll.

C. Landowner further agrees that the County may record in the Official Public Records of Hays County, Texas a copy of this Agreement, including the exhibits attached hereto .

D. Landowner hereby waives:

(i) any and all defects, irregularities, illegalities or deficiencies in the proceedings establishing the District, defining the Assessed Properties within NIA #3 – Phase 3, adopting the NIA #3 – Phase 3 Assessment Order, 2022 Amended and Restated Service and Assessment Plan, and NIA #3 – Phase 3 Assessment Roll, levying of the Assessment on each Assessed Property within NIA #3 – Phase 3, and determining the amount of the Annual Installments of the Assessments;

(ii) any and all notices and time periods provided by the PID Act including, but not limited to, notice of the establishment of the District and notice of public hearings regarding the approval of the NIA #3 – Phase 3 Assessment Order, 2022 Amended and Restated Service and Assessment Plan, and NIA #3 – Phase 3 Assessment Roll and regarding the levying of the Assessment on each Assessed Property within NIA #3 – Phase 3 and determining the amount of the annual installments of the Assessments;

(iii) any and all actions and defenses against the adoption or amendment of the NIA #3 – Phase 3 Assessment Order, 2022 Amended and Restated Service and Assessment Plan and NIA #3 – Phase 3 Assessment Roll;

(iv) any and all actions and defenses against the County's finding of "special benefit" pursuant to the PID Act and as set forth in the 2022 Amended and Restated Service and Assessment Plan and the levying of the Assessment on each Assessed Property within NIA #3 – Phase 3 and determining the amount of the annual installments of the Assessments; and

(v) any right to object to the legality of the NIA #3 – Phase 3 Assessment Order, 2022 Amended and Restated Service and Assessment Plan, NIA #3 – Phase 3 Assessment

Roll, or Assessment on each Assessed Property within NIA #3 – Phase 3 or to any proceedings connected therewith.

ARTICLE III
TEXAS PROPERTY CODE SECTION 5.014 NOTICE

A. The Landowner agrees to comply with the requirements of Sections 5.014, 5.0141 and 5.0143 of the Texas Property Code, as amended.

B. As the property in NIA #3 – Phase 3 is developed, the Landowner will execute and provide a notice substantially in the forms set forth in the 2022 Amended and Restated Service and Assessment Plan (as may be updated from time to time) to any purchaser of a parcel of real property located in NIA #3 – Phase 3 of the District. If Section 5.014 of the Texas Property Code is amended, said amendment will control the notice to be provided as of the effective date of such amendment.

ARTICLE IV
DEDICATION OF PHASE 3 IMPROVEMENTS

Landowner acknowledges that the Phase 3 Improvements, together with the land, easements, or other rights-of-way needed for the Phase 3 Improvements, shall be dedicated, conveyed, leased, or otherwise provided to or for the benefit of the City of San Marcos, the County, or other governmental authority (as applicable). Landowner will execute such conveyances and/or dedications as may be reasonably required to evidence the same.

ARTICLE V
MISCELLANEOUS

A. Notices. Any notice or other communication (a "Notice") required or contemplated by this Agreement shall be given at the addresses set forth below. Notices as to one or more Assessed Properties within NIA #3 – Phase 3 shall only be given to the landowner that owns the applicable Assessed Properties. Notices as to all of NIA #3 – Phase 3 shall be given to all landowners. Notices shall be in writing and shall be deemed given: (i) five business days after being deposited in the United States Mail, Registered or Certified Mail, Return Receipt Requested; or (ii) when delivered by a nationally recognized private delivery service (e.g., FedEx or UPS) with evidence of delivery signed by any person at the delivery address. Each Party may change its address by written notice to the other Parties in accordance with this section.

Landowner:
LCSM Ph. 3, LLC
Attn: Bryan W. Lee
303 Colorado, Suite 2300
Austin, Texas 78701

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

B. Parties in Interest. In the event of the sale or transfer of an Assessed Property within NIA #3 – Phase 3 or any portion thereof, the purchaser or transferee shall be deemed to have assumed the obligations of the Landowner with respect to such Assessed Property or such portion thereof, and the seller or transferor shall be released from such obligations with respect to such Assessed Property or portion thereof. Notwithstanding the foregoing, if PID Bonds are issued by the County, the holders of PID Bonds are express beneficiaries of this Agreement and shall be entitled to pursue any and all remedies at law or in equity to enforce the obligations of the Parties, subject to the limitations set forth in an Indenture.

C. Amendments. This Agreement may be amended only by a written instrument executed by all the Parties. No termination or amendment shall be effective until a written instrument setting forth the terms thereof has been executed by the then-current owners of Assessed Property in NIA #3 – Phase 3 and recorded in the Official Public Records of Hays County, Texas.

D. Estoppels. Within 10 days after written request from any Party, the other Parties shall provide a written certification indicating whether this Agreement remains in effect as to an Assessed Property within NIA #3 – Phase 3 and whether any Party is then in default hereunder.

E. Termination. This Agreement shall terminate as to each Assessed Property within NIA #3 – Phase 3 upon payment in full of the Assessment against the Assessed Property.

F. Complete Agreement; Modification. This Agreement is the entire understanding and agreement between the parties concerning the matters set forth herein and supersedes all prior agreements and understandings, if any, regarding the subject matter hereof. No modification of this Agreement shall be effective unless in writing and signed by both parties.

G. Applicable Law and Venue. The interpretation, performance, enforcement and validity of this Agreement is governed by the laws of the State of Texas. Venue will be in a court of appropriate jurisdiction in Hays County, Texas.

H. Binding Effect. This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective heirs, legal representatives, successors and assigns.

I. Counterparts. This Agreement may be executed in any number of counterparts, each of which is deemed to be an original, and all of which are identical.

J. Form 1295. Submitted herewith is a completed Form 1295 in connection with the NIA #3 – Phase 3 Owner's participation in the execution of this Agreement generated by the Texas Ethics Commission's (the "TEC") electronic filing application in accordance with the provisions

of Section 2252.908 of the Texas Government Code and the rules promulgated by the TEC (the "Form 1295"). The County hereby confirms receipt of the Form 1295 from the NIA #3 – Phase 3 Owner. The NIA #3 – Phase 3 Owner 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 NIA #3 – Phase 3 Owner; and, neither the County nor its consultants have verified such information.

[SIGNATURE PAGES TO FOLLOW]

EXECUTED by the Parties on the dates stated below.

HAYS COUNTY, TEXAS

By: _____
County Judge

STATE OF TEXAS §
§
COUNTY OF HAYS §

BEFORE ME, a Notary Public, on this day personally appeared, by _____, _____ of Hays County, Texas, a political subdivision of the State of Texas, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed on behalf of that political subdivision.

GIVEN UNDER MY HAND AND SEAL of office this ____ day of _____, 2022.

(SEAL)

_____
Notary Public, State of Texas

LANDOWNER:

LCSM PH. 3, LLC
a Texas limited liability company

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

THE STATE OF TEXAS
COUNTY OF _____

THIS INSTRUMENT is acknowledged before me on this ___ day of _____, 2022, by Bryan W. Lee, as Manager of LCSM Ph. 3, LLC, a Texas limited liability company, on behalf of said entity.

[SEAL]

_____
Notary Public, State of Texas

EXHIBIT A to LANDOWNER AGREEMENT

NIA #3 – 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)

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

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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Fax: 512.583.2601
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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.

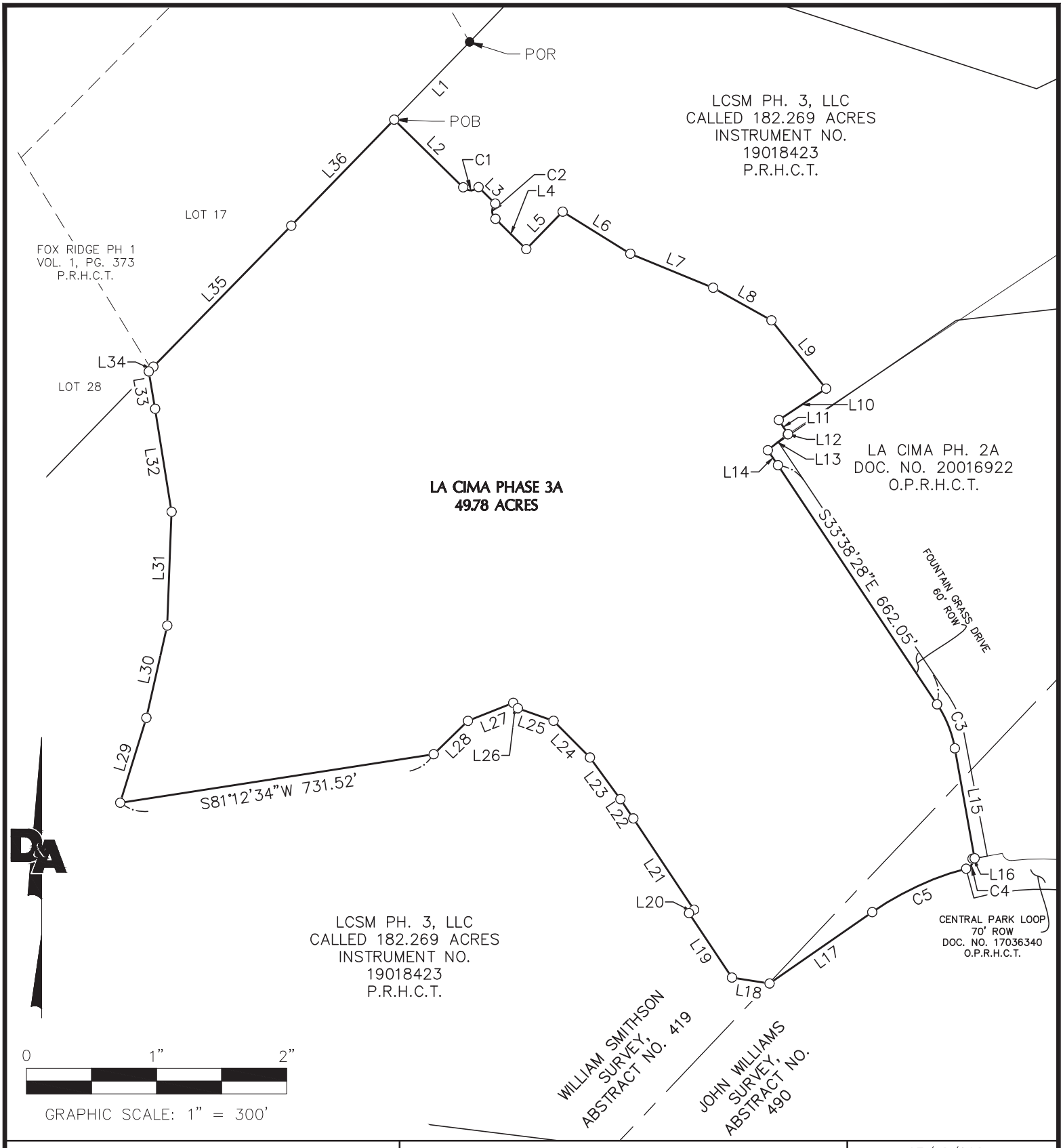
Basis of bearings is the Texas Coordinate System, South Central Zone [4204], NAD83 (2011), Epoch 2010. All distances are grid values.
Units: U.S. Survey Feet.

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



49.78 ACRES
LA CIMA PHASE 3A
EXHIBIT

CITY OF SAN MARCOS,
HAYS COUNTY, TEXAS

DOUCET & ASSOCIATES

Civil Engineering - Planning - Geospatial
7401 B. Highway 71 W, Suite 160
Austin, Texas 78735, Phone: (512)-583-2600
www.doucetandassociates.com
TBPELS Firm No.: 10105800
TBPE Firm No.:F-3937

Date:	07/12/2021
Scale:	1" = 300'
Drawn by:	SWP
Reviewer:	CWT
Project:	1722-010
Sheet:	4 OF 5
Field Book:	N/A
Party Chief:	ADM
Survey Date:	05/12/20

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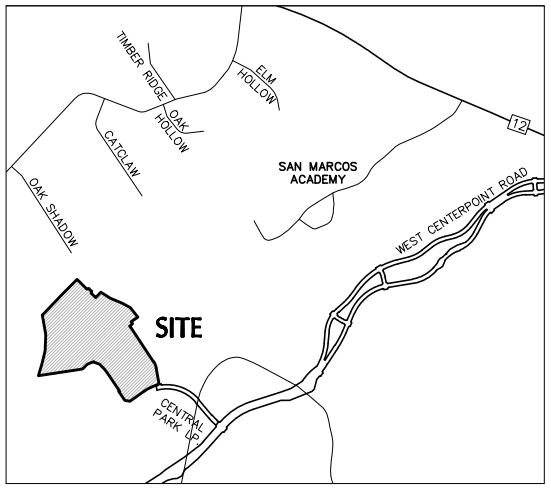
LINE TABLE		
LINE	BEARING	DISTANCE
L1	S44°10'01"W	249.70'
L2	S45°35'02"E	222.72'
L3	S45°19'26"E	54.00'
L4	S45°35'02"E	99.62'
L5	N44°08'08"E	120.20'
L6	S58°08'41"E	183.74'
L7	S67°42'48"E	206.62'
L8	S60°45'25"E	153.91'
L9	S38°40'28"E	201.50'
L10	S56°21'32"W	130.92'
L11	S33°34'43"E	38.82'
L12	S56°21'32"W	1.27'
L13	S51°17'50"W	58.48'
L14	S34°04'46"E	41.60'
L15	S10°16'24"E	257.65'
L16	S80°00'46"W	5.06'
L17	S55°10'39"W	288.14'
L18	N81°01'33"W	87.97'
L19	N33°38'28"W	178.50'
L20	N56°21'32"E	14.07'
L21	N33°40'54"W	252.81'
L22	N33°40'54"W	53.50'
L23	N36°16'52"W	118.92'

LINE TABLE		
LINE	BEARING	DISTANCE
L24	N44°40'52"W	119.22'
L25	N70°42'41"W	87.20'
L26	N41°08'53"W	16.50'
L27	S68°15'34"W	112.02'
L28	S45°48'27"W	110.20'
L29	N17°06'55"E	204.53'
L30	N12°48'50"E	218.32'
L31	N02°09'46"E	262.30'
L32	N09°04'35"W	240.33'
L33	N09°41'46"W	87.48'
L34	N44°11'15"E	15.40'
L35	N44°21'59"E	454.67'
L36	N44°10'01"E	340.64'

VICINITY MAP
NOT TO SCALE



CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C1	39.39'	25.00'	90°16'51"	N89°16'33"E	35.44'
C2	39.15'	25.00'	89°43'09"	S00°43'27"E	35.27'
C3	110.12'	270.00'	23°22'04"	S21°57'26"E	109.36'
C4	30.03'	20.00'	86°01'04"	S32°30'48"W	27.29'
C5	240.01'	685.00'	20°04'29"	S65°12'22"W	238.78'

CONTROL NOTE:
BASIS OF BEARING IS THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE (4204), NORTH AMERICAN DATUM 1983 (NAD83), 2011 ADJUSTMENT (EPOCH 2010). ALL COORDINATE VALUES AND DISTANCES SHOWN ARE GRID VALUES. UNITS: US SURVEY FEET

STATE OF TEXAS
REGISTERED
CHRISTOPHER W. TERRY
6649
PROFESSIONAL
LAND SURVEYOR

I, CHRISTOPHER W. TERRY, REGISTERED PROFESSIONAL LAND SURVEYOR, HEREBY CERTIFY THAT THIS PLAT AND ACCOMPANYING LEGAL DESCRIPTION OF EVEN DATE REPRESENT AN ACTUAL SURVEY PERFORMED ON THE GROUND UNDER MY SUPERVISION.

07/12/2021

CHRISTOPHER W. TERRY — DATE
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 6649
DOUCET & ASSOCIATES, INC.
CTERRY@DOUCETENGINEERS.COM

LEGEND

———	PROPERTY LINE/SUBJECT EASEMENT
———	EXISTING PROPERTY LINE
——— · ———	APPROXIMATE SURVEY LINE
— — — — — —	ADJOINER PROPERTY LINE
○	1/2" IRON ROD WITH "DOUCET" CAP SET
●	IRON ROD FOUND [UNLESS NOTED]
P.O.B.	POINT OF BEGINNING
P.O.R.	POINT OF REFERENCE
DOC. NO.	DOCUMENT NUMBER
VOL.	VOLUME
PG.	PAGE
O.P.R.H.C.T.	OFFICIAL PUBLIC RECORDS, HAYS COUNTY, TEXAS
P.R.H.C.T.	PLAT RECORDS, HAYS COUNTY, TEXAS

49.78 ACRES
LA CIMA PHASE 3A
EXHIBIT

CITY OF SAN MARCOS, HAYS COUNTY, TEXAS

DOUCET & ASSOCIATES
Civil Engineering - Planning - Geospatial
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Austin, Texas 78735, Phone: (512)-583-2600
www.doucetandassociates.com
TBPELS Firm No.: 10105800
TBPE Firm No.:F-3937

Date:	07/12/2021
Scale:	N/A
Drawn by:	SWP
Reviewer:	CWT
Project:	1722-010
Sheet:	5 OF 5
Field Book:	N/A
Party Chief:	ADM
Survey Date:	05/12/20

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DOUCET & ASSOCIATES

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Fax: 512.583.2601
Doucetengineers.com

"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,

(CONTINUED ON NEXT PAGE)

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Fax: 512.583.2601
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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.

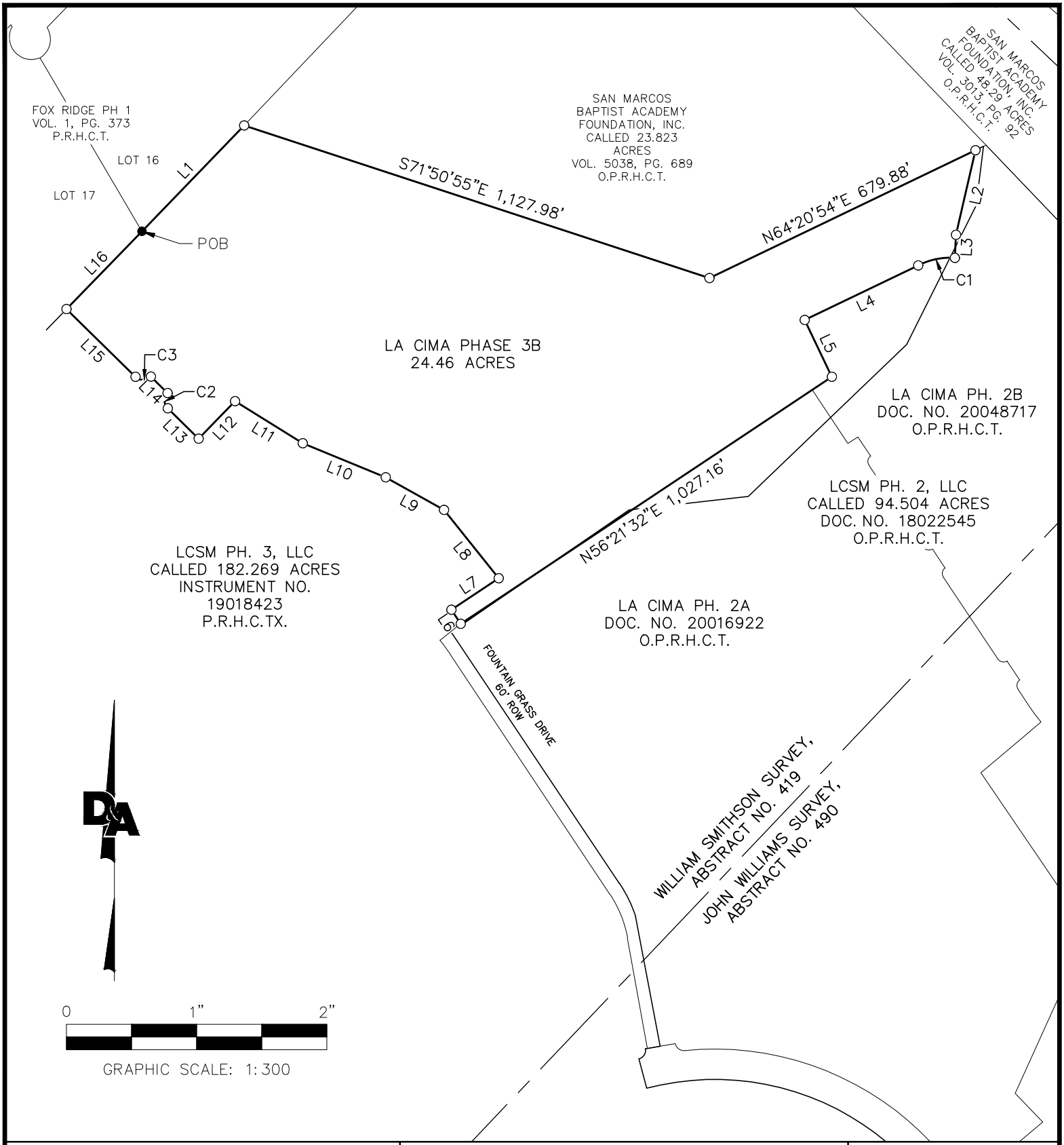
Basis of bearings is the Texas Coordinate System, South Central Zone [4204], NAD83 (2011), Epoch 2010. All distances are grid values.
Units: U.S. Survey Feet.

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



24.46 ACRES
LA CIMA PHASE 3B
EXHIBIT

CITY OF SAN MARCOS,
HAYS COUNTY, TEXAS

DOUCET & ASSOCIATES

Civil Engineering - Planning - Geospatial
7401 B. Highway 71 W, Suite 160
Austin, Texas 78735, Phone: (512)-583-2600
www.doucetandassociates.com
TBPELS Firm No.: 10105800
TBPE Firm No.:F-3937

Date:	07/12/2021
Scale:	1:300
Drawn by:	SWP
Reviewer:	CWT
Project:	1722-010
Sheet:	3 OF 4
Field Book:	N/A
Party Chief:	ADM
Survey Date:	05/12/20

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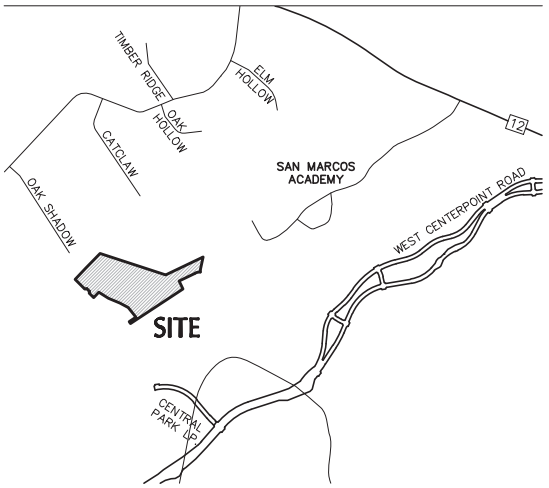
LINE TABLE		
LINE	BEARING	DISTANCE
L1	N44°00'01"E	338.77'
L2	S12°59'10"W	199.70'
L3	S02°51'29"W	53.40'
L4	S64°20'56"W	290.22'
L5	S25°39'04"E	144.93'
L6	N33°34'43"W	38.82'
L7	N56°21'32"E	130.92'
L8	N38°40'28"W	201.50'
L9	N60°45'25"W	153.91'
L10	N67°42'48"W	206.62'
L11	N58°08'41"W	183.74'
L12	S44°08'08"W	120.20'
L13	N45°35'02"W	99.62'
L14	N45°19'26"W	54.00'
L15	N45°35'02"W	222.72'
L16	N44°10'01"E	249.70'

VICINITY MAP
NOT TO SCALE



CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C1	87.06'	165.74'	30°05'48"	S78°24'38"W	86.06'
C2	39.15'	25.00'	89°43'09"	N00°43'27"W	35.27'
C3	39.39'	25.00'	90°16'51"	S89°16'33"W	35.44'

CONTROL NOTE:
BASIS OF BEARING IS THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE (4204), NORTH AMERICAN DATUM 1983 (NAD83), 2011 ADJUSTMENT (EPOCH 2010). ALL COORDINATE VALUES AND DISTANCES SHOWN ARE GRID VALUES.
UNITS: US SURVEY FEET

LEGEND

———	PROPERTY LINE/SUBJECT EASEMENT
———	EXISTING PROPERTY LINE
——— · ———	APPROXIMATE SURVEY LINE
— — — — — —	ADJOINER PROPERTY LINE
○	1/2" IRON ROD WITH "DOUCET" CAP SET
●	IRON ROD FOUND [UNLESS NOTED]
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
DOC. NO.	DOCUMENT NUMBER
VOL.	VOLUME
PG.	PAGE
O.P.R.H.C.T.	OFFICIAL PUBLIC RECORDS, HAYS COUNTY, TEXAS
P.R.H.C.T.	PLAT RECORDS, HAYS COUNTY, TEXAS

I, CHRISTOPHER W. TERRY, REGISTERED PROFESSIONAL LAND SURVEYOR, HEREBY CERTIFY THAT THIS PLAT AND ACCOMPANYING LEGAL DESCRIPTION OF EVEN DATE REPRESENT AN ACTUAL SURVEY PERFORMED ON THE GROUND UNDER MY SUPERVISION.

07/12/2021

CHRISTOPHER W. TERRY — DATE
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 6649
DOUCET & ASSOCIATES, INC.
CTERRY@DOUCETENGINEERS.COM

24.46 ACRES
LA CIMA PHASE 3B
EXHIBIT

CITY OF SAN MARCOS, HAYS COUNTY, TEXAS

DOUCET & ASSOCIATES
Civil Engineering - Planning - Geospatial
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TBPELS Firm No.: 10105800
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Reviewer:	CWT
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Sheet:	4 OF 4
Field Book:	N/A
Party Chief:	ADM
Survey Date:	05/12/20

X:\Departments\Geospatial\Projects\1722-010 La Cima Ph3\CAD\dwg\Active\1722-010 La Cima PH3B Bndry Exhibit.dwg

EXHIBIT E
NEIGHBORHOOD IMPROVEMENT AREA #3 – PHASE 4
LANDOWNER AGREEMENT AND NOTICE OF SPECIAL ASSESSMENTS

[See attached]

LA CIMA PUBLIC IMPROVEMENT DISTRICT

NEIGHBORHOOD IMPROVEMENT AREA #3 – PHASE 4

LANDOWNER AGREEMENT AND NOTICE OF SPECIAL ASSESSMENTS

between

HAYS COUNTY, TEXAS

and

LCSM PH. 4, LLC

Dated as of:

September 13, 2022

LANDOWNER AGREEMENTAND NOTICE OF SPECIAL ASSESSMENT
(La Cima Public Improvement District)

This LANDOWNER AGREEMENT AND NOTICE OF SPECIAL ASSESSMENTS (this "Agreement") is entered into between HAYS COUNTY, TEXAS, a political subdivision of the State of Texas (the "County") and LCSM PH., 4, LLC, a Texas limited liability company (the "Landowner") (individually "Party" or collectively "Parties"). This Agreement shall be effective as of September 13, 2022 (the "Effective Date").

RECITALS

WHEREAS, on September 23, 2014, the Commissioners Court of Hays County (the "Commissioners Court") passed and approved Resolution No. 30162 (the "Creation Resolution") authorizing the creation of the La Cima Public Improvement District (the "District") covering approximately 2,046 acres of land described by a map thereof in the Creation Resolution (the "District Property");

WHEREAS, the purpose of the District is to finance certain public improvements authorized by Chapter 372, Texas Local Government Code (as may be amended, the "PID Act") that promote the interests of the County and confer a special benefit on the District Property;

WHEREAS, the District Property is being developed in Neighborhood Improvement Areas with certain improvements to be constructed over time to serve District Property (or portions thereof) as contemplated in that certain La Cima Public Improvement District Financing Agreement dated July 21, 2015 (the "PID Financing Agreement") between the County and La Cima San Marcos, LLC, as successor in interest to Lazy Oaks Ranch, LP ("Original Owner"), as amended by the First Amendment to La Cima Public Improvement Financing Agreement dated May 12, 2020, and the Second Amendment to La Cima Public Improvement Financing Agreement dated August 30, 2022, and the La Cima Public Improvement District Service and Assessment Plan dated July 21, 2015 (as updated and amended from time to time, the "Original Service and Assessment Plan");

WHEREAS, on October 20, 2020, the Commissioners Court approved the La Cima Public Improvement District 2020 Amended and Restated Service and Assessment Plan (as updated and amended from time to time, the "2020 Amended and Restated Service and Assessment Plan"), which amended and restated the Original Service and Assessment Plan in its entirety;

WHEREAS, Original Owner has conveyed to Landowner approximately 66.933 acres in the District, being more particularly described in Exhibit A attached hereto and made a part hereof ("NIA #3 - Phase 4"), to be included in the third Neighborhood Improvement Area ("NIA #3"), which NIA #3 is generally depicted on Exhibit X to the La Cima Public Improvement District 2022 Amended and Restated Service and Assessment Plan (as updated and amended from time to time, the "2022 Amended and Restated Service and Assessment Plan);

WHEREAS, effective as of the Effective Date, the County and the Landowner entered into that certain La Cima Public Improvement District Reimbursement Agreement Neighborhood Improvement Area #3 – Phase 4 (the "NIA #3 – Phase 4 Reimbursement Agreement"), related to the construction of the Phase 4 Improvements (as defined in the 2022 Amended and Restated Service and Assessment Plan), the levy of assessments within NIA #3 – Phase 4, the reimbursement of the Landowner for the costs of the Phase 4 Improvements and the issuance of revenue bonds secured by special assessments ("PID Bonds");

WHEREAS, the Commissioners Court has concurrently herewith adopted an order (including all exhibits, the "NIA #3 – Phase 4 Assessment Order") that levied an "Assessment" on each "Assessed Property" within NIA #3 – Phase 4, which Assessments will be used to reimburse the Landowner for the costs of the Phase 4 Improvements or, if PID Bonds are issued by the County, pledged as security for the payment of such PID Bonds to pay for, among other things, the costs of constructing the Phase 4 Improvements;

WHEREAS, a copy of the NIA #3 – Phase 4 Assessment Order will be filed with the County Clerk of the County.

WHEREAS, the NIA #3 – Phase 4 Assessment Order approved the 2022 Amended and Restated Service and Assessment Plan, which amended and restated the 2020 Amended and Restated Service and Assessment Plan in its entirety; and

WHEREAS, the 2022 Amended and Restated Service and Assessment Plan includes an "NIA #3 – Phase 4 Assessment Roll" setting forth the amount of the Assessment for each Assessed Property within NIA #3 – Phase 4, including the amount of the "Annual Installment" for each Assessment paid in installments; and

NOW THEREFORE, for and in consideration of the mutual promises, covenants, obligations, and benefits hereinafter set forth, the Parties agree as follows:

ARTICLE I
DEFINITIONS; APPROVAL OF AGREEMENTS

Definitions. Capitalized terms used but not defined in this Agreement (including the exhibits hereto) shall have the meanings given to them in the PID Financing Agreement.

Affirmation of Recitals. The matters set forth in the Recitals of this Agreement are true and correct and are incorporated in this Agreement as official findings of the Commissioners Court.

ARTICLE II
AGREEMENT OF LANDOWNER

A. Landowner ratifies, confirms, accepts, agrees to, and approves:

(i) the creation of the District and the boundaries of NIA #3 – Phase 4;

(ii) the location and construction of the Phase 4 Improvements which confer a special benefit on the Assessed Properties within NIA #3 – Phase 4;

(iii) the determinations and findings of special benefit to the Assessed Properties within NIA #3 – Phase 4 made by the Commissioners Court in the NIA #3 – Phase 4 Assessment Order and the 2022 Amended and Restated Service and Assessment Plan; and

(iv) the NIA #3 – Phase 4 Assessment Order and the 2022 Amended and Restated Service and Assessment Plan.

B. Landowner consents, acknowledges, accepts, and agrees:

(i) to the Assessments levied against the applicable Assessed Properties within NIA #3 – Phase 4 as shown on the NIA #3 – Phase 4 Assessment Roll, as the NIA #3 – Phase 4 Assessment Roll may be amended from time to time;

(ii) that the Phase 4 Improvements confer a special benefit on the Assessed Properties within NIA #3 – Phase 4 in an amount that exceeds the Assessments against the Assessed Properties within NIA #3 – Phase 4 as shown on the NIA #3 – Phase 4 Assessment Roll;

(iii) that the Assessments against the Assessed Properties within NIA #3 – Phase 4 are final, conclusive, and binding upon the Landowner and its successors and assigns;

(iv) to pay the Assessments against the Assessed Properties within NIA #3 – Phase 4 when due and in the amounts stated in the NIA #3 – Phase 4 Assessment Order, 2022 Amended and Restated Service and Assessment Plan, and NIA #3 – Phase 4 Assessment Roll;

(v) that each Assessment or reassessment against the Assessed Properties within NIA #3 – Phase 4, with interest, the expense of collection, and reasonable attorney's fees, if incurred, is a first and prior lien against the Assessed Properties within NIA #3 – Phase 4, superior to all other liens and monetary claims except liens or monetary claims for state, county, school district, or municipality ad valorem taxes, and is a personal liability of and charge against the owner of the Assessed Properties within NIA #3 – Phase 4 regardless of whether the owner is named;

(vi) that the Assessment liens on the Assessed Properties within NIA #3 – Phase 4 are liens and covenants that run with the land and are effective from the date of the NIA #3 – Phase 4 Assessment Order and continue until the Assessments within NIA #3 – Phase 4 are paid in full and may be enforced by the Commissioners Court of the County in the same manner that ad valorem tax liens against real property may be enforced;

(vii) that delinquent installments of Assessments against the Assessed Properties within NIA #3 – Phase 4 shall incur and accrue interest, penalties, and attorney's fees as provided in the PID Act;

(viii) that the owner of an Assessed Property within NIA #3 – Phase 4 may pay at any time the entire Assessment against the Assessed Property within NIA #3 – Phase 4 with interest that has accrued on the Assessment to the date of such payment;

(ix) that Annual Installments may be adjusted, increased (except that the total Assessment against an Assessed Property may not be increased) decreased, and extended and that owners of the Assessed Properties within NIA #3 – Phase 4 shall be obligated to pay such Annual Installments as adjusted, increased, decreased, or extended, when due and without the necessity of further action, assessments, or reassessments by the Commissioners Court; and

(x) that the Landowner has received, or hereby waives, all notices required by State law (including, but not limited to the PID Act) in connection with the creation of the District and the adoption and approval by the Commissioners Court of the NIA #3 – Phase 4 Assessment Order, the 2022 Amended and Restated Service and Assessment Plan, and the NIA #3 – Phase 4 Assessment Roll.

C. Landowner further agrees that the County may record in the Official Public Records of Hays County, Texas a copy of this Agreement, including the exhibits attached hereto .

D. Landowner hereby waives:

(i) any and all defects, irregularities, illegalities or deficiencies in the proceedings establishing the District, defining the Assessed Properties within NIA #3 – Phase 4, adopting the NIA #3 – Phase 4 Assessment Order, 2022 Amended and Restated Service and Assessment Plan, and NIA #3 – Phase 4 Assessment Roll, levying of the Assessment on each Assessed Property within NIA #3 – Phase 4, and determining the amount of the Annual Installments of the Assessments;

(ii) any and all notices and time periods provided by the PID Act including, but not limited to, notice of the establishment of the District and notice of public hearings regarding the approval of the NIA #3 – Phase 4 Assessment Order, 2022 Amended and Restated Service and Assessment Plan, and NIA #3 – Phase 4 Assessment Roll and regarding the levying of the Assessment on each Assessed Property within NIA #3 – Phase 4 and determining the amount of the annual installments of the Assessments;

(iii) any and all actions and defenses against the adoption or amendment of the NIA #3 – Phase 4 Assessment Order, 2022 Amended and Restated Service and Assessment Plan and NIA #3 – Phase 4 Assessment Roll;

(iv) any and all actions and defenses against the County's finding of "special benefit" pursuant to the PID Act and as set forth in the 2022 Amended and Restated Service and Assessment Plan and the levying of the Assessment on each Assessed Property within NIA #3 – Phase 4 and determining the amount of the annual installments of the Assessments; and

(v) any right to object to the legality of the NIA #3 – Phase 4 Assessment Order, 2022 Amended and Restated Service and Assessment Plan, NIA #3 – Phase 4 Assessment

Roll, or Assessment on each Assessed Property within NIA #3 – Phase 4 or to any proceedings connected therewith.

ARTICLE III
TEXAS PROPERTY CODE SECTION 5.014 NOTICE

A. The Landowner agrees to comply with the requirements of Sections 5.014, 5.0141 and 5.0143 of the Texas Property Code, as amended.

B. As the property in NIA #3 – Phase 4 is developed, the Landowner will execute and provide a notice substantially in the forms set forth in the 2022 Amended and Restated Service and Assessment Plan (as may be updated from time to time) to any purchaser of a parcel of real property located in NIA #3 – Phase 4 of the District. If Section 5.014 of the Texas Property Code is amended, said amendment will control the notice to be provided as of the effective date of such amendment.

ARTICLE IV
DEDICATION OF PHASE 4 IMPROVEMENTS

Landowner acknowledges that the Phase 4 Improvements, together with the land, easements, or other rights-of-way needed for the Phase 4 Improvements, shall be dedicated, conveyed, leased, or otherwise provided to or for the benefit of the City of San Marcos, the County, or other governmental authority (as applicable). Landowner will execute such conveyances and/or dedications as may be reasonably required to evidence the same.

ARTICLE V
MISCELLANEOUS

A. Notices. Any notice or other communication (a "Notice") required or contemplated by this Agreement shall be given at the addresses set forth below. Notices as to one or more Assessed Properties within NIA #3 – Phase 4 shall only be given to the landowner that owns the applicable Assessed Properties. Notices as to all of NIA #3 – Phase 4 shall be given to all landowners. Notices shall be in writing and shall be deemed given: (i) five business days after being deposited in the United States Mail, Registered or Certified Mail, Return Receipt Requested; or (ii) when delivered by a nationally recognized private delivery service (e.g., FedEx or UPS) with evidence of delivery signed by any person at the delivery address. Each Party may change its address by written notice to the other Parties in accordance with this section.

Landowner:
LCSM Ph. 4, LLC
Attn: Bryan W. Lee
303 Colorado, Suite 2300
Austin, Texas 78701

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

B. Parties in Interest. In the event of the sale or transfer of an Assessed Property within NIA #3 – Phase 4 or any portion thereof, the purchaser or transferee shall be deemed to have assumed the obligations of the Landowner with respect to such Assessed Property or such portion thereof, and the seller or transferor shall be released from such obligations with respect to such Assessed Property or portion thereof. Notwithstanding the foregoing, if PID Bonds are issued by the County, the holders of PID Bonds are express beneficiaries of this Agreement and shall be entitled to pursue any and all remedies at law or in equity to enforce the obligations of the Parties, subject to the limitations set forth in an Indenture.

C. Amendments. This Agreement may be amended only by a written instrument executed by all the Parties. No termination or amendment shall be effective until a written instrument setting forth the terms thereof has been executed by the then-current owners of Assessed Property in NIA #3 – Phase 4 and recorded in the Official Public Records of Hays County, Texas.

D. Estoppels. Within 10 days after written request from any Party, the other Parties shall provide a written certification indicating whether this Agreement remains in effect as to an Assessed Property within NIA #3 – Phase 4 and whether any Party is then in default hereunder.

E. Termination. This Agreement shall terminate as to each Assessed Property within NIA #3 – Phase 4 upon payment in full of the Assessment against the Assessed Property.

F. Complete Agreement; Modification. This Agreement is the entire understanding and agreement between the parties concerning the matters set forth herein and supersedes all prior agreements and understandings, if any, regarding the subject matter hereof. No modification of this Agreement shall be effective unless in writing and signed by both parties.

G. Applicable Law and Venue. The interpretation, performance, enforcement and validity of this Agreement is governed by the laws of the State of Texas. Venue will be in a court of appropriate jurisdiction in Hays County, Texas.

H. Binding Effect. This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective heirs, legal representatives, successors and assigns.

I. Counterparts. This Agreement may be executed in any number of counterparts, each of which is deemed to be an original, and all of which are identical.

J. Form 1295. Submitted herewith is a completed Form 1295 in connection with the NIA #3 – Phase 4 Owner's participation in the execution of this Agreement generated by the Texas Ethics Commission's (the "TEC") electronic filing application in accordance with the provisions

of Section 2252.908 of the Texas Government Code and the rules promulgated by the TEC (the "Form 1295"). The County hereby confirms receipt of the Form 1295 from the NIA #3 – Phase 4 Owner. The NIA #3 – Phase 4 Owner 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 NIA #3 – Phase 4 Owner; and, neither the County nor its consultants have verified such information.

[SIGNATURE PAGES TO FOLLOW]

EXECUTED by the Parties on the dates stated below.

HAYS COUNTY, TEXAS

By: _____
County Judge

STATE OF TEXAS §
§
COUNTY OF HAYS §

BEFORE ME, a Notary Public, on this day personally appeared, by _____, _____ of Hays County, Texas, a political subdivision of the State of Texas, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed on behalf of that political subdivision.

GIVEN UNDER MY HAND AND SEAL of office this ____ day of _____, 2022.

(SEAL)

_____
Notary Public, State of Texas

LANDOWNER:

LCSM PH. 4, LLC
a Texas limited liability company

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

THE STATE OF TEXAS
COUNTY OF _____

THIS INSTRUMENT is acknowledged before me on this ___ day of _____, 2022, by Bryan W. Lee, as Manager of LCSM Ph. 4, LLC, a Texas limited liability company, on behalf of said entity.

[SEAL]

_____
Notary Public, State of Texas

EXHIBIT A to LANDOWNER AGREEMENT

NIA #3 – 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.

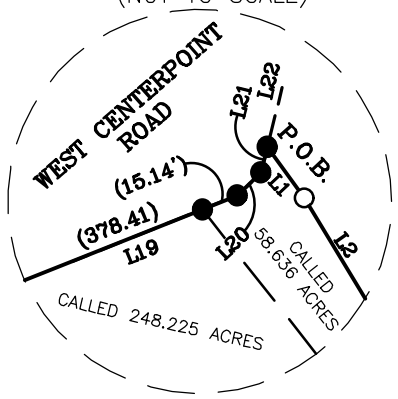
Bowman Consulting Group, Ltd.
1120 S. Capital of Texas Hwy.
Building 3, Ste. 220
Austin, Texas 78746

Jason Lee Roy Reynolds
Texas Registered Professional
Land Surveyor #5545

LEGEND

○	1/2" IRON ROD SET WITH CAP STAMPED "BCG" SET
●	1/2" IRON ROD WITH CAP STAMPED "BCG" PREVIOUSLY SET
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCING
O.P.R.H.C.TX.	OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS
D.R.H.C.TX.	DEED RECORDS OF HAYS COUNTY, TEXAS

DETAIL "A"
(NOT TO SCALE)



LINE TABLE		
LINE #	BEARING	DISTANCE
L1	S 43°14'53" E	82.50'
L2	S 36°16'25" E	99.57'
L3	S 29°44'01" E	172.57'
L4	S 24°03'48" E	137.75'
L5	S 12°02'57" E	320.26'
L6	S 09°27'36" E	130.16'
L7	S 01°43'52" E	88.35'
L8	S 00°55'44" E	241.78'
L9	S 08°46'59" E	269.69'
L10	N 44°27'37" W	246.11'
L11	N 74°07'47" W	179.27'
L12	N 32°23'40" W	143.73'
L13	N 57°36'20" E	311.34'
L14	N 48°47'35" W	149.30'
L15	N 41°12'25" E	70.00'
L16	N 41°12'25" E	15.95'
L17	N 71°59'35" E	475.56'
L18	N 89°29'36" E	142.89'
L19	N 68°19'52" E	393.55'
L20	N 45°46'19" E	51.78'
L21	N 13°47'53" E	5.02'
L22	S 13°47'53" W	162.99'

CURVE TABLE				
CURVE #	RADIUS	ARC DISTANCE	CHORD BEARING	CHORD DISTANCE
C1	565.00'	1049.21'	N 04°24'23" E	904.82'
C2	20.00'	31.42'	N 03°47'35" W	28.28'
C3	965.00'	518.51'	N 56°36'00" E	512.30'

NOTES:

1. BEARING BASIS IS TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NAD83, GRID.

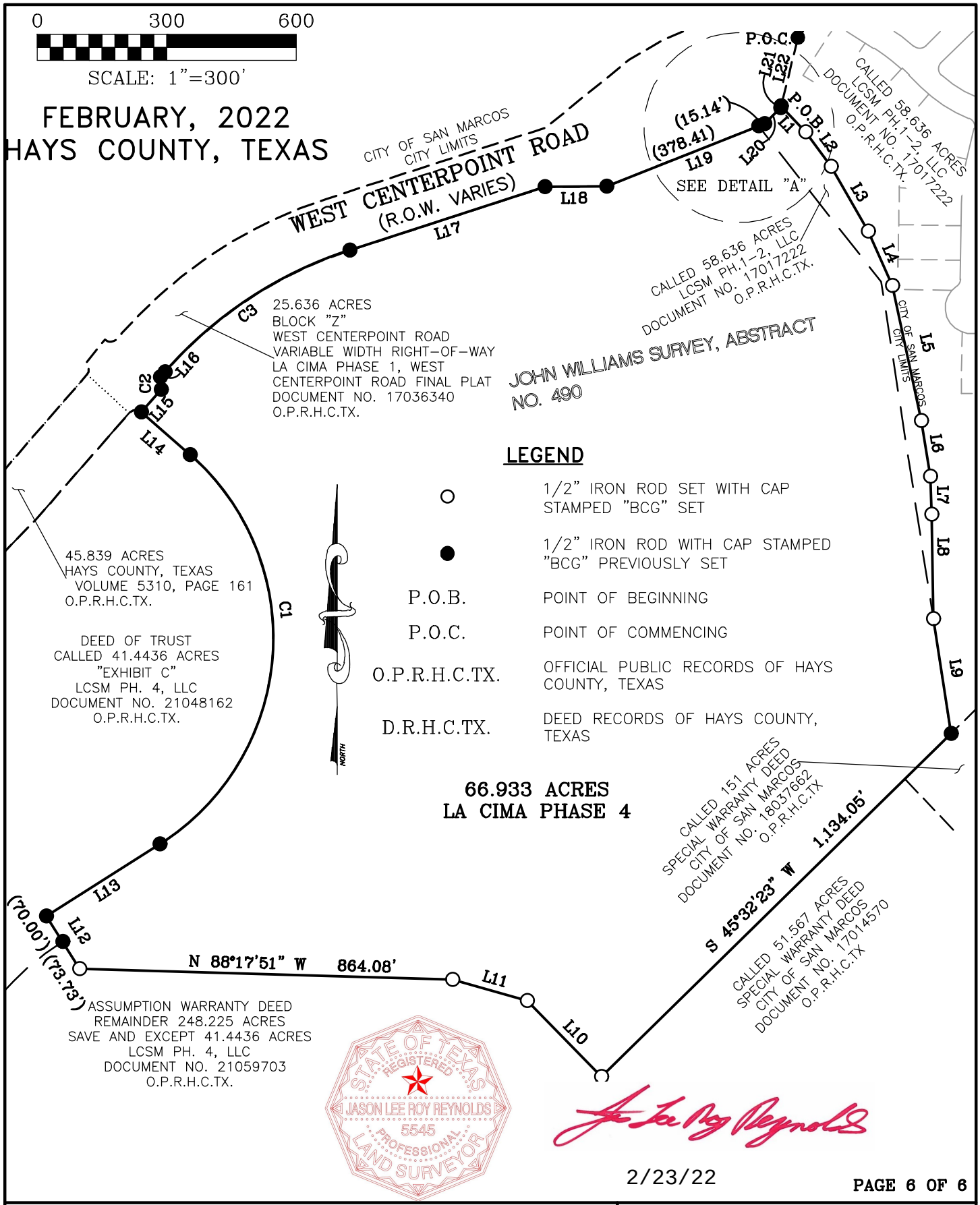
2. DISTANCES SHOWN HEREON ARE BASED ON SURFACE MEASUREMENTS, TO CONVERT SURFACE DISTANCES TO GRID, MULTIPLY BY THE COMBINED SCALE FACTOR OF 0.999875.

2/23/22

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

FIELD NOTE SKETCH TO ACCOMPANY FN2400R2

FILE: P:\005956 - Lazy Oaks Ranch\005956-01-002 (SUR) - Freeman Tract\Survey\Working\Exhibits\5956 La Cima Phase 4 Exhibit.dwg
DATE: Feb 24,2022-2:42pm



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

FIELD NOTE SKETCH TO ACCOMPANY FN2400R2

FILE: P:\005956 - Lazy Oaks Ranch\005956-01-002 (SUR) - Freeman Tract\Survey\Working\Exhibits\5956 La Cima Phase 4 Exhibit.dwg
DATE: Feb 24,2022-2:41pm

EXHIBIT F
NEIGHBORHOOD IMPROVEMENT AREA #3 – PHASE 5
LANDOWNER AGREEMENT AND NOTICE OF SPECIAL ASSESSMENTS

[See attached]

LA CIMA PUBLIC IMPROVEMENT DISTRICT

NEIGHBORHOOD IMPROVEMENT AREA #3 – PHASE 5

LANDOWNER AGREEMENT AND NOTICE OF SPECIAL ASSESSMENTS

between

HAYS COUNTY, TEXAS

and

LCSM PH. 4, LLC

Dated as of:

September 13, 2022

LANDOWNER AGREEMENTAND NOTICE OF SPECIAL ASSESSMENT
(La Cima Public Improvement District)

This LANDOWNER AGREEMENT AND NOTICE OF SPECIAL ASSESSMENTS (this "Agreement") is entered into between HAYS COUNTY, TEXAS, a political subdivision of the State of Texas (the "County") and LCSM PH., 4, LLC, a Texas limited liability company (the "Landowner") (individually "Party" or collectively "Parties"). This Agreement shall be effective as of September 13, 2022 (the "Effective Date").

RECITALS

WHEREAS, on September 23, 2014, the Commissioners Court of Hays County (the "Commissioners Court") passed and approved Resolution No. 30162 (the "Creation Resolution") authorizing the creation of the La Cima Public Improvement District (the "District") covering approximately 2,046 acres of land described by a map thereof in the Creation Resolution (the "District Property");

WHEREAS, the purpose of the District is to finance certain public improvements authorized by Chapter 372, Texas Local Government Code (as may be amended, the "PID Act") that promote the interests of the County and confer a special benefit on the District Property;

WHEREAS, the District Property is being developed in Neighborhood Improvement Areas with certain improvements to be constructed over time to serve District Property (or portions thereof) as contemplated in that certain La Cima Public Improvement District Financing Agreement dated July 21, 2015 (the "PID Financing Agreement") between the County and La Cima San Marcos, LLC, as successor in interest to Lazy Oaks Ranch, LP ("Original Owner"), as amended by the First Amendment to La Cima Public Improvement Financing Agreement dated May 12, 2020, and the Second Amendment to La Cima Public Improvement Financing Agreement dated August 30, 2022, and the La Cima Public Improvement District Service and Assessment Plan dated July 21, 2015 (as updated and amended from time to time, the "Original Service and Assessment Plan");

WHEREAS, on October 20, 2020, the Commissioners Court approved the La Cima Public Improvement District 2020 Amended and Restated Service and Assessment Plan (as updated and amended from time to time, the "2020 Amended and Restated Service and Assessment Plan"), which amended and restated the Original Service and Assessment Plan in its entirety;

WHEREAS, Original Owner has conveyed to Landowner approximately 41.4436 acres in the District, being more particularly described in Exhibit A attached hereto and made a part hereof ("NIA #3 - Phase 5"), to be included in the third Neighborhood Improvement Area ("NIA #3"), which NIA #3 is generally depicted on Exhibit X to the La Cima Public Improvement District 2022 Amended and Restated Service and Assessment Plan (as updated and amended from time to time, the "2022 Amended and Restated Service and Assessment Plan");

WHEREAS, effective as of the Effective Date, the County and the Landowner entered into that certain La Cima Public Improvement District Reimbursement Agreement Neighborhood Improvement Area #3 – Phase 5 (the "NIA #3 – Phase 5 Reimbursement Agreement"), related to the construction of the Phase 5 Improvements (as defined in the 2022 Amended and Restated Service and Assessment Plan), the levy of assessments within NIA #3 – Phase 5, the reimbursement of the Landowner for the costs of the Phase 5 Improvements and the issuance of revenue bonds secured by special assessments ("PID Bonds");

WHEREAS, the Commissioners Court has concurrently herewith adopted an order (including all exhibits, the "NIA #3 – Phase 5 Assessment Order") that levied an "Assessment" on each "Assessed Property" within NIA #3 – Phase 5, which Assessments will be used to reimburse the Landowner for the costs of the NIA #3- Phase 5 Improvements or, if PID Bonds are issued by the County, pledged as security for the payment of such PID Bonds to pay for, among other things, the costs of constructing the NIA #3 – Phase 5 Improvements;

WHEREAS, a copy of the NIA #3 – Phase 5 Assessment Order will be filed with the County Clerk of the County.

WHEREAS, the NIA #3 – Phase 5 Assessment Order approved the 2022 Amended and Restated Service and Assessment Plan, which amended and restated the 2020 Amended and Restated Service and Assessment Plan in its entirety; and

WHEREAS, the 2022 Amended and Restated Service and Assessment Plan includes an "NIA #3 – Phase 5 Assessment Roll" setting forth the amount of the Assessment for each Assessed Property within NIA #3 – Phase 5, including the amount of the "Annual Installment" for each Assessment paid in installments; and

NOW THEREFORE, for and in consideration of the mutual promises, covenants, obligations, and benefits hereinafter set forth, the Parties agree as follows:

ARTICLE I
DEFINITIONS; APPROVAL OF AGREEMENTS

Definitions. Capitalized terms used but not defined in this Agreement (including the exhibits hereto) shall have the meanings given to them in the PID Financing Agreement.

Affirmation of Recitals. The matters set forth in the Recitals of this Agreement are true and correct and are incorporated in this Agreement as official findings of the Commissioners Court.

ARTICLE II
AGREEMENT OF LANDOWNER

A. Landowner ratifies, confirms, accepts, agrees to, and approves:

(i) the creation of the District and the boundaries of NIA #3 – Phase 5;

(ii) the location and construction of the Phase 5 Improvements which confer a special benefit on the Assessed Properties within NIA #3 – Phase 5;

(iii) the determinations and findings of special benefit to the Assessed Properties within NIA #3 – Phase 5 made by the Commissioners Court in the NIA #3 – Phase 5 Assessment Order and the 2022 Amended and Restated Service and Assessment Plan; and

(iv) the NIA #3 – Phase 5 Assessment Order and the 2022 Amended and Restated Service and Assessment Plan.

B. Landowner consents, acknowledges, accepts, and agrees:

(i) to the Assessments levied against the applicable Assessed Properties within NIA #3 – Phase 5 as shown on the NIA #3 – Phase 5 Assessment Roll, as the NIA #3 – Phase 5 Assessment Roll may be amended from time to time;

(ii) that the Phase 5 Improvements confer a special benefit on the Assessed Properties within NIA #3 – Phase 5 in an amount that exceeds the Assessments against the Assessed Properties within NIA #3 – Phase 5 as shown on the NIA #3 – Phase 5 Assessment Roll;

(iii) that the Assessments against the Assessed Properties within NIA #3 – Phase 5 are final, conclusive, and binding upon the Landowner and its successors and assigns;

(iv) to pay the Assessments against the Assessed Properties within NIA #3 – Phase 5 when due and in the amounts stated in the NIA #3 – Phase 5 Assessment Order, 2022 Amended and Restated Service and Assessment Plan, and NIA #3 – Phase 5 Assessment Roll;

(v) that each Assessment or reassessment against the Assessed Properties within NIA #3 – Phase 5, with interest, the expense of collection, and reasonable attorney's fees, if incurred, is a first and prior lien against the Assessed Properties within NIA #3 – Phase 5, superior to all other liens and monetary claims except liens or monetary claims for state, county, school district, or municipality ad valorem taxes, and is a personal liability of and charge against the owner of the Assessed Properties within NIA #3 – Phase 5 regardless of whether the owner is named;

(vi) that the Assessment liens on the Assessed Properties within NIA #3 – Phase 5 are liens and covenants that run with the land and are effective from the date of the NIA #3 – Phase 5 Assessment Order and continue until the Assessments within NIA #3 – Phase 5 are paid in full and may be enforced by the Commissioners Court of the County in the same manner that ad valorem tax liens against real property may be enforced;

(vii) that delinquent installments of Assessments against the Assessed Properties within NIA #3 – Phase 5 shall incur and accrue interest, penalties, and attorney's fees as provided in the PID Act;

(viii) that the owner of an Assessed Property within NIA #3 – Phase 5 may pay at any time the entire Assessment against the Assessed Property within NIA #3 – Phase 5 with interest that has accrued on the Assessment to the date of such payment;

(ix) that Annual Installments may be adjusted, increased (except that the total Assessment against an Assessed Property may not be increased) decreased, and extended and that owners of the Assessed Properties within NIA #3 – Phase 5 shall be obligated to pay such Annual Installments as adjusted, increased, decreased, or extended, when due and without the necessity of further action, assessments, or reassessments by the Commissioners Court; and

(x) that the Landowner has received, or hereby waives, all notices required by State law (including, but not limited to the PID Act) in connection with the creation of the District and the adoption and approval by the Commissioners Court of the NIA #3 – Phase 5 Assessment Order, the 2022 Amended and Restated Service and Assessment Plan, and the NIA #3 – Phase 5 Assessment Roll.

C. Landowner further agrees that the County may record in the Official Public Records of Hays County, Texas a copy of this Agreement, including the exhibits attached hereto .

D. Landowner hereby waives:

(i) any and all defects, irregularities, illegalities or deficiencies in the proceedings establishing the District, defining the Assessed Properties within NIA #3 – Phase 5, adopting the NIA #3 – Phase 5 Assessment Order, 2022 Amended and Restated Service and Assessment Plan, and NIA #3 – Phase 5 Assessment Roll, levying of the Assessment on each Assessed Property within NIA #3 – Phase 5, and determining the amount of the Annual Installments of the Assessments;

(ii) any and all notices and time periods provided by the PID Act including, but not limited to, notice of the establishment of the District and notice of public hearings regarding the approval of the NIA #3 – Phase 5 Assessment Order, 2022 Amended and Restated Service and Assessment Plan, and NIA #3 – Phase 5 Assessment Roll and regarding the levying of the Assessment on each Assessed Property within NIA #3 – Phase 5 and determining the amount of the annual installments of the Assessments;

(iii) any and all actions and defenses against the adoption or amendment of the NIA #3 – Phase 5 Assessment Order, 2022 Amended and Restated Service and Assessment Plan and NIA #3 – Phase 5 Assessment Roll;

(iv) any and all actions and defenses against the County's finding of "special benefit" pursuant to the PID Act and as set forth in the 2022 Amended and Restated Service and Assessment Plan and the levying of the Assessment on each Assessed Property within NIA #3 – Phase 5 and determining the amount of the annual installments of the Assessments; and

(v) any right to object to the legality of the NIA #3 – Phase 5 Assessment Order, 2022 Amended and Restated Service and Assessment Plan, NIA #3 – Phase 5 Assessment

Roll, or Assessment on each Assessed Property within NIA #3 – Phase 5 or to any proceedings connected therewith.

ARTICLE III
TEXAS PROPERTY CODE SECTION 5.014 NOTICE

A. The Landowner agrees to comply with the requirements of Sections 5.014, 5.0141 and 5.0143 of the Texas Property Code, as amended.

B. As the property in NIA #3 – Phase 5 is developed, the Landowner will execute and provide a notice substantially in the forms set forth in the 2022 Amended and Restated Service and Assessment Plan (as may be updated from time to time) to any purchaser of a parcel of real property located in NIA #3 – Phase 5 of the District. If Section 5.014 of the Texas Property Code is amended, said amendment will control the notice to be provided as of the effective date of such amendment.

ARTICLE IV
DEDICATION OF PHASE 5 IMPROVEMENTS

Landowner acknowledges that the Phase 5 Improvements, together with the land, easements, or other rights-of-way needed for the Phase 5 Improvements, shall be dedicated, conveyed, leased, or otherwise provided to or for the benefit of the City of San Marcos, the County, or other governmental authority (as applicable). Landowner will execute such conveyances and/or dedications as may be reasonably required to evidence the same.

ARTICLE V
MISCELLANEOUS

A. Notices. Any notice or other communication (a "Notice") required or contemplated by this Agreement shall be given at the addresses set forth below. Notices as to one or more Assessed Properties within NIA #3 – Phase 5 shall only be given to the landowner that owns the applicable Assessed Properties. Notices as to all of NIA #3 – Phase 5 shall be given to all landowners. Notices shall be in writing and shall be deemed given: (i) five business days after being deposited in the United States Mail, Registered or Certified Mail, Return Receipt Requested; or (ii) when delivered by a nationally recognized private delivery service (e.g., FedEx or UPS) with evidence of delivery signed by any person at the delivery address. Each Party may change its address by written notice to the other Parties in accordance with this section.

Landowner:
LCSM Ph. 4, LLC
Attn: Bryan W. Lee
303 Colorado, Suite 2300
Austin, Texas 78701

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

B. Parties in Interest. In the event of the sale or transfer of an Assessed Property within NIA #3 – Phase 5 or any portion thereof, the purchaser or transferee shall be deemed to have assumed the obligations of the Landowner with respect to such Assessed Property or such portion thereof, and the seller or transferor shall be released from such obligations with respect to such Assessed Property or portion thereof. Notwithstanding the foregoing, if PID Bonds are issued by the County, the holders of PID Bonds are express beneficiaries of this Agreement and shall be entitled to pursue any and all remedies at law or in equity to enforce the obligations of the Parties, subject to the limitations set forth in an Indenture.

C. Amendments. This Agreement may be amended only by a written instrument executed by all the Parties. No termination or amendment shall be effective until a written instrument setting forth the terms thereof has been executed by the then-current owners of Assessed Property in NIA #3 – Phase 5 and recorded in the Official Public Records of Hays County, Texas.

D. Estoppels. Within 10 days after written request from any Party, the other Parties shall provide a written certification indicating whether this Agreement remains in effect as to an Assessed Property within NIA #3 – Phase 5 and whether any Party is then in default hereunder.

E. Termination. This Agreement shall terminate as to each Assessed Property within NIA #3 – Phase 5 upon payment in full of the Assessment against the Assessed Property.

F. Complete Agreement; Modification. This Agreement is the entire understanding and agreement between the parties concerning the matters set forth herein and supersedes all prior agreements and understandings, if any, regarding the subject matter hereof. No modification of this Agreement shall be effective unless in writing and signed by both parties.

G. Applicable Law and Venue. The interpretation, performance, enforcement and validity of this Agreement is governed by the laws of the State of Texas. Venue will be in a court of appropriate jurisdiction in Hays County, Texas.

H. Binding Effect. This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective heirs, legal representatives, successors and assigns.

I. Counterparts. This Agreement may be executed in any number of counterparts, each of which is deemed to be an original, and all of which are identical.

J. Form 1295. Submitted herewith is a completed Form 1295 in connection with the NIA #3 – Phase 5 Owner's participation in the execution of this Agreement generated by the Texas Ethics Commission's (the "TEC") electronic filing application in accordance with the provisions

of Section 2252.908 of the Texas Government Code and the rules promulgated by the TEC (the "Form 1295"). The County hereby confirms receipt of the Form 1295 from the NIA #3 – Phase 5 Owner. The NIA #3 – Phase 5 Owner 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 NIA #3 – Phase 5 Owner; and, neither the County nor its consultants have verified such information.

[SIGNATURE PAGES TO FOLLOW]

EXECUTED by the Parties on the dates stated below.

HAYS COUNTY, TEXAS

By: _____
County Judge

STATE OF TEXAS §
§
COUNTY OF HAYS §

BEFORE ME, a Notary Public, on this day personally appeared, by _____, _____ of Hays County, Texas, a political subdivision of the State of Texas, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed on behalf of that political subdivision.

GIVEN UNDER MY HAND AND SEAL of office this ____ day of _____, 2022.

(SEAL)

_____
Notary Public, State of Texas

LANDOWNER:

LCSM PH. 4, LLC
a Texas limited liability company

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

THE STATE OF TEXAS
COUNTY OF _____

THIS INSTRUMENT is acknowledged before me on this ___ day of _____, 2022, by Bryan W. Lee, as Manager of LCSM Ph. 4, LLC, a Texas limited liability company, on behalf of said entity.

[SEAL]

_____
Notary Public, State of Texas

EXHIBIT A to LANDOWNER AGREEMENT

NIA #3 – 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;

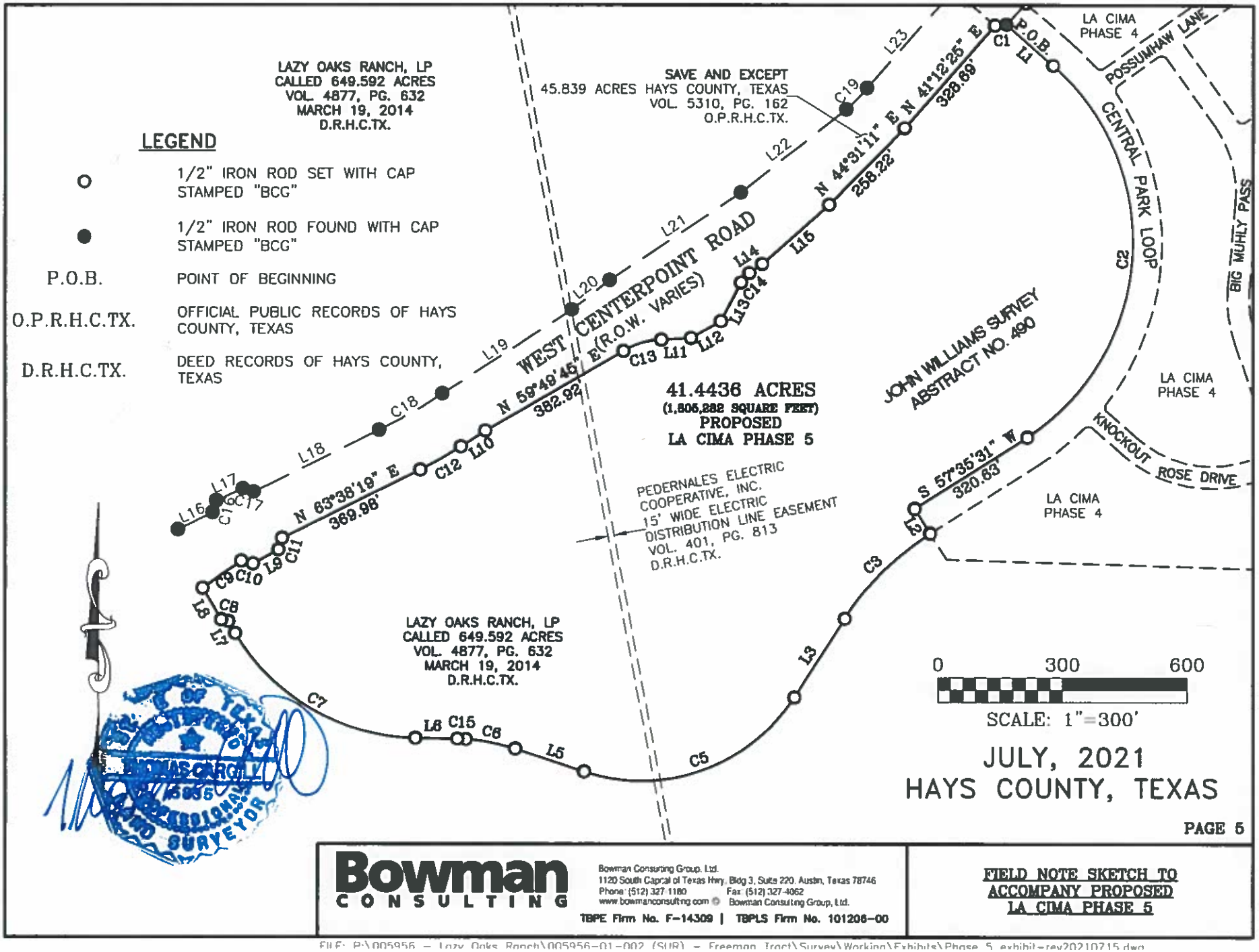
25. North 54 degrees 41 minutes 43 seconds East, a distance of 37.66 feet to a 1/2 inch iron rod with cap stamped "BCG" set for corner;

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.



Bowman CONSULTING
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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

FIELD NOTE SKETCH TO ACCOMPANY PROPOSED LA CIMA PHASE 5

CURVE TABLE				
CURVE #	RADIUS	ARC DISTANCE	CHORD BEARING	CHORD DISTANCE
C1	20.00'	31.42'	N 86°12'25" E	28.28'
C2	565.00'	1039.92'	S 03°56'07" W	899.23'
C3	665.00'	292.64'	S 44°59'56" W	290.28'
C5	435.00'	577.47'	S 70°25'22" W	535.99'
C6	465.00'	120.92'	N 78°59'48" W	120.58'
C7	510.00'	524.11'	N 59°32'40" W	501.35'
C8	12.00'	19.47'	N 76°34'48" W	17.40'
C9	1067.75'	113.70'	N 54°46'40" E	113.65'
C10	20.00'	32.13'	S 76°08'00" E	28.79'
C11	20.00'	32.72'	N 16°46'02" E	29.19'
C12	956.35'	112.74'	N 60°15'41" E	112.67'
C13	205.00'	95.95'	N 73°14'16" E	95.08'
C14	65.00'	30.90'	N 41°04'39" E	30.61'
C15	465.00'	20.60'	N 87°42'56" W	20.60'
C16	20.00'	32.72'	N 16°46'02" E	29.19'
C17	20.00'	30.11'	S 73°13'58" E	27.35'
C18	1467.50'	175.82'	N 60°12'22" E	175.72'
C19	711.97'	72.14'	N 44°06'35" E	72.11'

LINE TABLE		
LINE #	BEARING	DISTANCE
L1	S 48°47'35" E	149.30'
L2	S 32°23'40" E	70.00'
L3	S 32°23'32" W	225.69'
L5	N 71°32'48" W	174.79'
L6	N 88°59'05" W	100.80'
L7	N 30°06'14" W	33.14'
L8	N 30°10'23" W	88.70'
L9	N 61°23'04" E	70.02'
L10	N 56°53'03" E	70.15'
L11	N 86°38'46" E	71.54'
L12	N 60°28'54" E	82.10'
L13	N 27°27'35" E	105.26'
L14	N 54°41'43" E	37.66'
L15	N 48°22'52" E	214.92'
L16	N 63°38'19" E	93.35'
L17	N 65°45'53" E	70.37'
L18	N 63°38'19" E	335.40'
L19	N 56°46'26" E	370.65'
L20	N 52°02'59" E	115.65'
L21	N 56°10'08" E	379.48'
L22	N 51°41'45" E	321.99'
L23	N 41°00'43" E	317.83'

LEGEND

o	1/2" IRON ROD SET WITH CAP STAMPED "BCG"
●	1/2" IRON ROD FOUND WITH CAP STAMPED "BCG"
P.O.B.	POINT OF BEGINNING
O.P.R.H.C.TX.	OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS
D.R.H.C.TX.	DEED RECORDS OF HAYS COUNTY, TEXAS

Bowman CONSULTING
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TBPE Firm No. F-14309 | TBPLS Firm No. 101206-00

FIELD NOTE SKETCH TO ACCOMPANY PROPOSED LA CIMA PHASE 5

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Date: 09/13/2022
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

La Cima North Creation Resolution

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 13th day of September, 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 13TH DAY OF SEPTEMBER, 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.

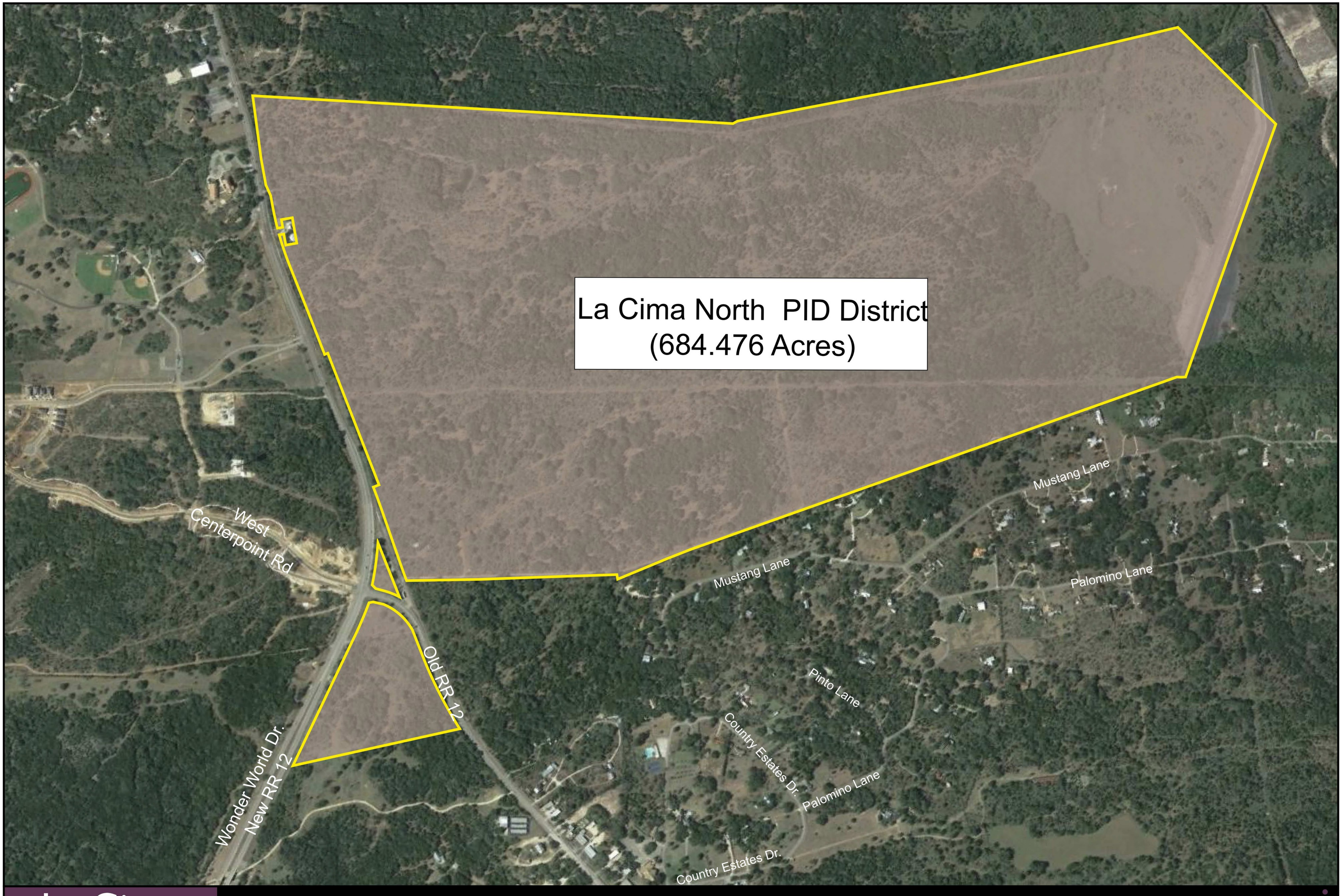
Bowman Consulting Group, Ltd.
Austin, Texas 78746

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: 09/13/2022
Requested By:
Sponsor: Commissioner Shell

Agenda Item

Discussion and possible action to adopt an Order by the Commissioners Court of Hays County, Texas authorizing the issuance of "Hays County, Texas Limited Tax Bonds"; levying an annual ad valorem tax, within the limitations prescribed by law, for the payment of the bonds; prescribing the form, terms, conditions, and resolving other matters incident and related to the issuance, sale and delivery of the bonds; delegating authority to certain members of the Commissioners Court and County staff to execute certain documents relating to the sale of the bonds; authorizing the execution of a paying agent/registrar agreement; and providing an effective date. **SHELL**

Summary

Attachments

Park Bond S2022-Parameter Order

AN ORDER BY THE
COMMISSIONERS COURT OF HAYS COUNTY, TEXAS

AUTHORIZING THE ISSUANCE OF

"HAYS COUNTY, TEXAS LIMITED TAX BONDS"; LEVYING AN ANNUAL AD VALOREM TAX, WITHIN THE LIMITATIONS PRESCRIBED BY LAW, FOR THE PAYMENT OF THE BONDS; PRESCRIBING THE FORM, TERMS, CONDITIONS, AND RESOLVING OTHER MATTERS INCIDENT AND RELATED TO THE ISSUANCE, SALE, AND DELIVERY OF THE BONDS; DELEGATING AUTHORITY TO CERTAIN MEMBERS OF THE COMMISSIONERS COURT AND COUNTY STAFF TO EXECUTE CERTAIN DOCUMENTS RELATING TO THE SALE OF THE BONDS; AUTHORIZING THE EXECUTION OF A PAYING AGENT/REGISTRAR AGREEMENT; AND PROVIDING AN EFFECTIVE DATE

Adopted: September 13, 2022

TABLE OF CONTENTS

SECTION 1. Definitions 2
SECTION 2. Authorization; Designation; Principal Amount; Purpose 4
SECTION 3. Fully Registered Obligations; Authorized Denominations; Stated Maturities; Interest Rates; Bond Date 7
SECTION 4. Payment of Bonds; Paying Agent/Registrar 7
SECTION 5. Redemption 8
SECTION 6. Execution; Registration 10
SECTION 7. Registration; Transfer; Exchange of Bonds; Predecessor Bonds 10
SECTION 8. Initial Bond(s) 11
SECTION 9. Forms 11
SECTION 10. Bond Fund; Investments 20
SECTION 11. Tax Levy 20
SECTION 12. Application of Chapter 1208, Texas Government Codes 21
SECTION 13. Deposits to Bond Fund; Surplus Bond Proceeds 21
SECTION 14. Security of Funds 21
SECTION 15. Remedies in Event of Default 21
SECTION 16. Notices to Owners; Waiver 22
SECTION 17. Cancellation 22
SECTION 18. Mutilated, Destroyed, Lost, and Stolen Bonds 22
SECTION 19. Sale of Bonds; Approval of Purchase Contract; Official Statement and Private Placement Memorandum Approval; Use of Proceeds 23
SECTION 20. Covenants Regarding Tax-Matters 24
SECTION 21. Control and Custody of Bonds 26
SECTION 22. Satisfaction of Obligation of County 26
SECTION 23. Printed Opinion 28
SECTION 24. CUSIP Numbers 28
SECTION 25. Effect of Headings 28
SECTION 26. Order a Contract; Amendments; Outstanding Bonds 28
SECTION 27. Benefits of the Order 28
SECTION 28. Inconsistent Provisions 28
SECTION 29. Governing Law 29
SECTION 30. Severability 29
SECTION 31. Incorporation of Preamble Recitals 29
SECTION 32. Construction of Terms 29
SECTION 33. Authorization of Paying Agent/Registrar Agreement 29
SECTION 34. Public Meeting 29
SECTION 35. Unavailability of Authorized Publication 29
SECTION 36. No Recourse Against County Officials 29
SECTION 37. Continuing Disclosure Undertaking 30
SECTION 38. Book-Entry Only System 34
SECTION 39. Further Procedures 35
SECTION 40. Attorney General Examination Fee 35
SECTION 41. Effective Date 35

SCHEDULE I – Form of Approval Certificate
EXHIBIT A – Form of Paying Agent/Registrar Agreement
EXHIBIT B – Description of Annual Financial Information

AN ORDER BY THE COMMISSIONERS COURT OF HAYS COUNTY, TEXAS AUTHORIZING THE ISSUANCE OF "HAYS COUNTY, TEXAS LIMITED TAX BONDS"; LEVYING AN ANNUAL AD VALOREM TAX, WITHIN THE LIMITATIONS PRESCRIBED BY LAW, FOR THE PAYMENT OF THE BONDS; PRESCRIBING THE FORM, TERMS, CONDITIONS, AND RESOLVING OTHER MATTERS INCIDENT AND RELATED TO THE ISSUANCE, SALE, AND DELIVERY OF THE BONDS; DELEGATING AUTHORITY TO CERTAIN MEMBERS OF THE COMMISSIONERS COURT AND COUNTY STAFF TO EXECUTE CERTAIN DOCUMENTS RELATING TO THE SALE OF THE BONDS; AUTHORIZING THE EXECUTION OF A PAYING AGENT/REGISTRAR AGREEMENT; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, Hays County, Texas (the "County"), acting through its Commissioners Court of the County (the "Commissioners Court"), is authorized by the Constitution and the laws of the State of Texas, particularly Chapter 1251, Texas Government Code, as amended, and Chapter 331, Texas Local Government Code, as amended, to issue bonds to acquire or improve land, buildings, or historically significant objects for park purposes; and

WHEREAS, at an election held on November 3, 2020 (the "Election"), in the County, the resident, qualified electors in the County authorized the issuance of $75,000,000 (the "Park Authorization") in bonds for the purpose of the construction, improvement, renovation, equipment and acquisition of land and interests in land, buildings and facilities for park and recreational purposes, including but not limited to the construction and improvement of parks and the acquisition of land and interests in land in connection therewith; acquisition of open space and conservation land and acquisition of conservation easements on land for any authorized purposes, including to ensure its availably for recreational, or open-space use, or to protect wildlife habitat and the water quality of creeks, rivers and springs; protection of natural resources by minimizing flood risks and improving flood safety; and improvement of connectivity through the acquisition of land, construction and improvement of trails, sidewalks and related infrastructure (the "Park Proposition"); and

WHEREAS, the Commissioners Court previously issued bonds in the amount of $43,825,000, plus $6,175,000 net reoffering premium generated in connection with the sale thereof, for a total of $50,000,000 counted towards the Park Authorization from the Election, and now hereby finds and determines that it is necessary and advisable to authorize the issuance and sale of limited tax general obligation bonds of the County in the total principal amount (including any net premium counted towards the Park Authorization from the Election) not to exceed $25,000,000 (the "Bonds"), such Bonds being limited tax general obligation bonds approved and authorized to be issued at the Election for the purposes described in the Park Proposition; and

WHEREAS, pursuant to Section 1371.053, as amended, Texas Government Code, as amended, the Commissioners Court desires to delegate the authority to effect the sale of the Bonds to an Authorized Representative (as defined herein); and

WHEREAS, in accordance with the provisions of Section 81.006, as amended, Texas Local Government Code, the Commissioners Court hereby finds and determines that this Order was adopted at a regularly scheduled meeting of the Commissioners Court; and

WHEREAS, the Commissioners Court hereby finds and determines that the issuance of the limited tax bonds from the Park Authorization is in the best interests of the County and its citizens; and now, therefore,

BE IT ORDERED BY THE COMMISSIONERS COURT OF HAYS COUNTY, TEXAS THAT:

SECTION 1. Definitions. For all purposes of this Order (as defined below), except as otherwise expressly provided or unless the context otherwise requires: (i) the terms defined in this Section have the meanings assigned to them in this Section, and certain terms used in Sections 20 and 37 of this Order have the meanings assigned to them in such Sections, and all such terms include the plural as well as the singular; (ii) all references in this Order to designated "Sections" and other subdivisions are to the designated Sections and other subdivisions of this Order as originally adopted; and (iii) the words "herein", "hereof', and "hereunder" and other words of similar import refer to this Order as a whole and not to any particular Section or other subdivision.

A. "Approval Certificate" means one or more approval certificates approved by the Authorized Representative in connection with the issuance of a series of Bonds issued under this Order.

B. "Authorized Representative" means one or more of the County Judge, County Clerk and Ex-Officio Clerk of the Commissioners Court, County Treasurer, County Auditor and/or the General Counsel to the Commissioners Court.

C. "Bond Counsel" means Orrick, Herrington & Sutcliffe LLP or such other firm of nationally recognized bond counsel appointed by the County.

D. "Bond Date" means the date of the Bonds as designated by the Approval Certificate.

E. "Bond Fund" means the special fund created and established by the provisions of Section 10 of this Order.

F. "Bonds" means one or more series bonds, designated and bear the title of "HAYS COUNTY, TEXAS LIMITED TAX BONDS, SERIES _____"* authorized by this Order and subject to the terms and conditions set forth in an Approval Certificate, including the designation of the series, and certified or authenticated and delivered hereunder, as well as all other substitute bonds and replacement bonds issued pursuant hereto, and the term "Bond" means any of the Bonds.

G. "Chapter 1371" means, Chapter 1371, as amended, Texas Government Code.

H. "Closing Date" means the date of physical delivery of the Initial Bond(s) in exchange for the payment in full by the Initial Purchaser thereof.

* To be completed in accordance with the Approval Certificate.

I. "Code" means the Internal Revenue Code of 1986, as amended.

J. "County" means Hays County, Texas and, where appropriate, the Commissioners Court of the County as its governing body.

K. "Debt Service Requirements" means, as of any particular date of computation, with respect to any obligations and with respect to any period, the aggregate of the amounts to be paid or set aside by the County as of such date or in such period for the payment of the principal of, premium, if any, and interest (to the extent not capitalized) on such obligations; assuming, in the case of obligations without a fixed numerical rate, that such obligations bear interest at the maximum rate permitted by the terms thereof and further assuming in the case of obligations required to be redeemed or prepaid as to principal prior to Stated Maturity, the principal amounts thereof will be redeemed prior to Stated Maturity in accordance with the mandatory redemption provisions applicable thereto.

L. "Depository" means an official depository bank of the County.

M. "DTC" means The Depository Trust Company of New York, New York, or any successor securities depository.

N. "Expiration Date" means the expiration date specified in Section 2 of this Order.

O. "Fiscal Year" means the annual financial accounting period for the County now ending on September 30th of each year; provided, however, the Commissioners Court may change such annual financial accounting period to end on another date if such change is found and determined to be necessary for accounting purposes or is required by applicable law.

P. "Government Securities" means defeasance escrow securities permitted by Section 1207.062, Texas Government Code or other applicable law.

Q. "Initial Purchaser" means, collectively, the initial purchaser or purchasers or the underwriter or underwriters of the Bonds named in an Approval Certificate.

R. "Interest Payment Date" means the date semiannual interest is payable on the Bonds commencing on the interest commencement date as specified in an Approval Certificate, while any of the Bonds remain Outstanding.

S. "Order" means this order adopted by the Commissioners Court of the County authorizing the issuance of the Bonds.

T. "Outstanding" when used in this Order with respect to Bonds means, as of the date of determination, all Bonds issued and delivered under this Order, except:

(1) those Bonds canceled by the Paying Agent/Registrar or delivered to the Paying Agent/Registrar for cancellation;

(2) those Bonds for which payment has been duly provided by the County in accordance with the provisions of Section 22 of this Order; and

(3) those Bonds that have been mutilated, destroyed, lost, or stolen and replacement Bonds have been registered and delivered in lieu thereof as provided in Section 18 of this Order.

U. "Owner" or "Owners" means any Person who shall be the registered owner of any outstanding Bonds on the Security Register; provided, however, if the Bonds are in a securities depository system, registered owner shall include the beneficial owner of the Bonds.

V. "Paying Agent/Registrar" means the paying agent/registrar designated by the Authorized Representative in an Approval Certificate, such other bank or trust company as may hereafter be appointed in substitution therefor or in addition thereto to perform the duties of the Paying Agent/Registrar in accordance with this Order.

W. "Person" means any individual, corporation, partnership, joint venture, association, joint stock company, trust, unincorporated organization or government, or any agency or political subdivision of a government.

X. "Purchase Contract" means a purchase contract between the County and the Initial Purchaser of a series of Bonds approved by an Authorized Representative.

Y. "Record Date" means the date specified in Section 4 of this Order upon which the Person to whom payment is due on any Bond is determined, or as otherwise specified in an Approval Certificate.

Z. "Representation Letter" means the Blanket Letter of Representations between the County and DTC.

AA. "Rule" means Rule 15c2-12 of the United States Securities and Exchange Commission.

BB. "Security Register" means the register specified in Section 4 of this Order.

CC. "State" means the State of Texas.

DD. "Stated Maturity" when used with respect to any Bond, means the date specified in such Bond as the fixed date on which the principal of such Bond is due and payable.

SECTION 2. Authorization; Designation; Principal Amount; Purpose. Limited tax general obligation bonds of the County shall be and are hereby authorized to be issued from time to time in one or more series in the aggregate principal amount (including any net premium counted towards voted authorization) not to exceed $25,000,000, to be designated and bear the title of "Hays County, Texas Limited Tax Bonds, Series _____"* (the "Bonds"), for the purpose of providing funds for (i) the construction, improvement, renovation, equipment and acquisition of land and interests in land, buildings and facilities for park and recreational purposes, including but not limited to the construction and improvement of parks and the acquisition of land and interests in land in connection therewith; acquisition of open space and conservation land and acquisition

* To be completed in accordance with the Approval Certificate.

of conservation easements on land for any authorized purposes, including to ensure its availably for recreational, or open-space use, or to protect wildlife habitat and the water quality of creeks, rivers and springs; protection of natural resources by minimizing flood risks and improving flood safety; and improvement of connectivity through the acquisition of land, construction and improvement of trails, sidewalks and related infrastructure, and (ii) payment of the costs of issuance relating to these Bonds, all in conformity with the laws of the State of Texas, particularly Chapter 1251, Texas Government Code, as amended, and Chapter 331, Texas Local Government Code, as amended, the Election, and this Order. The series of such Bonds shall be designated by an Authorized Representative in the Approval Certificate.

As authorized by Chapter 1371, each Authorized Representative is hereby authorized, appointed, and designated as a representative of the County authorized to act on behalf of the County in selling and delivering the Bonds authorized herein and carrying out the procedures specified in this Order, including approval of the following terms and provisions for the Bonds:

(1) the aggregate principal amount of the Bonds and of each maturity of the Bonds;

(2) the series designation of the Bonds;

(3) the rate of interest to be borne on the principal amount of each maturity;

(4) the interest payment dates;

(5) the extraordinary, optional, and/or mandatory redemption provisions;

(6) the pricing of the Bonds, including use of premium, discount, underwriters' discount, and costs of issuance;

(7) the bond insurer, if any;

(8) selection, replacement or confirmation, as applicable, of the Paying Agent/Registrar;

(9) the method by which the Bonds will be sold (competitive sale, negotiated underwriting, or direct private placement, which may include placement with a State or federal agency), including replacement, or confirmation, as applicable, of the underwriting syndicate, to consist of one or more financial institutions included in the County's underwriters pool, and the establishment or confirmation, as applicable, of the respective roles of the members of such syndicate, which approval, replacement, and establishment (if any) shall supersede prior action or actions of the Commissioners Court concerning the same;

(10) the form in which the Bonds shall be issued;

(11) any terms or conditions required by a Federal or State agency that is the purchaser of the Bonds, which shall be specified in the Approval Certificate; and

(12) all other terms and provisions of the Bonds and all other matters relating to the issuance, sale and delivery thereof, all of which shall be specified in the Approval Certificate.

The Bonds shall be issued within the following parameters:

(1) The principal amount (including any net premium counted towards voted authorization) of the Bonds authorized to be issued pursuant to this Order shall not exceed $25,000,000;

(2) The maximum maturity of the Bonds shall be thirty (30) years after their date; and

(3) The maximum net effective per annum interest rate shall not exceed a rate greater than 5.50%, calculated in a manner consistent with the provisions of Chapter 1204, as amended, Texas Government Code.

Any Authorized Representative, acting for and on behalf of the County, is authorized to execute the Approval Certificate in substantially the form attached hereto as *Schedule I.* The execution of the Approval Certificate shall evidence the sale date of the Bonds by the County to the Initial Purchaser in accordance with the provisions of Chapter 1371 and as set forth in *Schedule I.* It is further provided, however, that notwithstanding the foregoing provisions, the Bonds shall not be delivered unless prior to delivery, the Bonds have been rated by a nationally recognized rating agency for municipal securities in one of the four highest rating categories for long term obligations, as required by Chapter 1371.

Any Authorized Representative may approve modifications to this Order to conform to the terms of the Bonds, as approved by the Authorized Representative, and execute any instruments, agreements and other documents as the Authorized Representative shall deem necessary or appropriate in connection with the issuance, sale and delivery of the Bonds pursuant to this Order. Any finding by the Authorized Representative relating to the sale and delivery of the Bonds shall have the same force and effect as a finding or determination made by the Commissioners Court.

The authority of an Authorized Representative to act on behalf of the Commissioners Court in selling Bonds conferred by this Section and to execute an Approval Certificate and a Purchase Contract shall expire at 11:59 p.m. on the 365th day following the date of this Order (the "Expiration Date"). Bonds sold pursuant to an Approval Certificate and a Purchase Contract executed on or before the Expiration Date may be delivered after such date.

In satisfaction of Section 1201.022(a)(3), Texas Government Code, the Commissioners Court hereby determines that the delegation of the authority to the Authorized Representative to approve the final terms and conditions of each series of the Bonds as set forth in this Order is, and the decisions made by the Authorized Representative pursuant to such delegated authority and incorporated in an Approval Certificate will be, in the best interests of the County and shall have the same force and effect as if such determination were made by the Commissioners Court, and the Authorized Representative is hereby authorized to make and include in an Approval Certificate an appropriate finding to that effect. Any finding or determination made by the Authorized Representative relating to the issuance, sale and delivery of the Bonds and the execution of the

Purchase Contract in connection therewith shall have the same force and effect as a finding or determination made by the Commissioners Court. Upon execution of the Approval Certificate, Bond Counsel is authorized to revise and complete this Order, if necessary, to reflect such final terms.

SECTION 3. Fully Registered Obligations; Authorized Denominations; Stated Maturities; Interest Rates; Bond Date. The Bonds shall be numbered consecutively from R-l upward. The Bonds shall be in denominations of principal equal to $5,000 or any integral multiple thereof. The Bonds shall bear interest at the rates, mature, serially or otherwise, on the dates, in the years, and in the principal amounts, respectively, and dated all as set forth in the Approval Certificate to be executed and delivered by the Authorized Representative pursuant to Section 2 of this Order. The Approval Certificate is hereby incorporated in and made a part of this Order and, if deemed necessary or desirable, shall be filed in the minutes of the Commissioners Court as a part of this Order.

The Bonds shall bear interest on the unpaid principal amounts from the Bond Date or as otherwise provided in the Approval Certificate, or from the most recent Interest Payment Date to which interest has been paid or duly provided for, to Stated Maturity or prior redemption at the rates per annum shown in the schedule provided in the Approval Certificate (calculated on the basis of a 360-day year of twelve 30-day months). Interest on the Bonds shall be payable on each Interest Payment Date.

SECTION 4. Payment of Bonds; Paying Agent/Registrar. The principal of, premium, if any, and the interest on the Bonds, due and payable by reason of Stated Maturity, redemption, or otherwise shall be payable, without exchange or collection charges to the Owners of the Bonds appearing on the Security Register maintained by the Paying Agent/Registrar, in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts.

The Authorized Representative's selection and appointment of the initial Paying Agent/Registrar for the Bonds is hereby approved and confirmed, and the County agrees and covenants to cause to be kept and maintained at the corporate trust office of the Paying Agent/Registrar books and records (the "Security Register") for the registration, payment, and transfer of the Bonds, all as provided herein, in accordance with the terms and provisions of a Paying Agent/Registrar Agreement, attached hereto in substantially final form as *Exhibit A*, and such reasonable rules and regulations as the Paying Agent/Registrar and the County may prescribe. The County covenants to maintain and provide a Paying Agent/Registrar at all times while the Bonds are Outstanding, and any successor Paying Agent/Registrar shall be (i) a national or state banking institution or (ii) an association or a corporation organized and doing business under the laws of the United States of America or of any state, authorized under such laws to exercise trust powers. Such Paying Agent/Registrar shall be subject to supervision or examination by federal or state authority and shall be authorized by law to serve as a Paying Agent/Registrar.

The County reserves the right to appoint a successor Paying Agent/Registrar upon providing the previous Paying Agent/Registrar with a certified copy of a resolution or order terminating such agency. Additionally, the County agrees to promptly cause a written notice of

this substitution to be sent to each Owner of the Bonds by United States mail, first-class postage prepaid, which notice shall also give the address of the new Paying Agent/Registrar.

Both principal of, premium, if any, and interest on the Bonds, due and payable by reason of Stated Maturity, redemption, or otherwise, shall be payable only to the Owner or Owners maintained on behalf of the County by the Paying Agent/Registrar as hereinafter provided (i) on the Record Date for purposes of payment of interest on the Bonds, (ii) on the date of surrender of the Bonds for purposes of receiving payment of principal thereof at the Bonds' Stated Maturity or upon redemption of the Bonds, and (iii) on any other date for any other purpose. The County and the Paying Agent/Registrar, and any agent of either, shall treat the Owner as the owner of a Bond for purposes of receiving payment and all other purposes whatsoever, and neither the County nor the Paying Agent/Registrar, or any agent of either, shall be affected by notice to the contrary.

Principal of and premium, if any, on the Bonds shall be payable only upon presentation and surrender of the Bonds to the Paying Agent/Registrar at its corporate trust office. Unless otherwise specified in the Approval Certificate, interest on the Bonds shall be paid to the Owner whose name appears in the Security Register at the close of business on the last business day of the month next preceding an Interest Payment Date for the Bonds (the "Record Date") and shall be paid (i) by check sent on or prior to the appropriate date of payment by United States mail, first-class postage prepaid, by the Paying Agent/Registrar, to the address of the Owner appearing in the Security Register or (ii) by such other method, acceptable to the Paying Agent/Registrar, requested in writing by the Owner at the Owner's risk and expense.

If the date for the payment of the principal of, premium, if any, or interest on the Bonds shall be a Saturday, a Sunday, a legal holiday, or a day on which banking institutions in the city where the corporate trust office of the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not such a day. The payment on such date shall have the same force and effect as if made on the original date any such payment on the Bonds was due.

In the event of a non-payment of interest on a scheduled payment date, and for thirty (30) days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the County. Notice of the Special Record Date and of the scheduled payment date of the past due interest (the "Special Payment Date" – which shall be fifteen (15) days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States mail, first-class postage prepaid, to the address of each Owner of a Bond appearing on the Security Register at the close of business on the last business day next preceding the date of mailing of such notice.

SECTION 5. Redemption.

A. Mandatory Redemption. The Bonds shall be subject, if at all, to mandatory redemption before their scheduled maturity as provided in the Approval Certificate.

B. Optional Redemption. The Bonds shall be subject, if at all, to optional redemption, before their scheduled maturity as provided in the Approval Certificate.

C. Extraordinary Redemption. The Bonds shall be subject, if at all, to extraordinary redemption before their scheduled maturity as provided in the Approval Certificate.

D. Exercise of Redemption Option. At least forty-five (45) days prior to a date set for the redemption of Bonds (unless a shorter notification period shall be satisfactory to the Paying Agent/Registrar), the County shall notify the Paying Agent/Registrar of its decision to exercise the right to redeem Bonds, the principal amount of each Stated Maturity to be redeemed, and the date set for the redemption thereof. If necessary or desirable, the decision of the County to exercise the right to redeem Bonds shall be entered in the minutes of the Commissioners Court of the County.

E. Selection of Bonds for Redemption. If less than all of the Bonds are to be redeemed, the particular Bonds to be redeemed will be selected by the County in integral multiples of $5,000 within any one Stated Maturity (which for these purposes shall include mandatory sinking fund payments).* If less than all Outstanding Bonds of the same Stated Maturity are to be redeemed on a redemption date, the Paying Agent/Registrar shall select at random and by lot or other customary method the Bonds to be redeemed, provided that if less than the entire principal amount of a Bond is to be redeemed, the Paying Agent/Registrar shall treat such Bond then subject to redemption as representing the number of Bonds Outstanding which is obtained by dividing the principal amount of such Bond by $5,000.

F. Notice of Redemption. Not less than thirty (30) days prior to a redemption date for the Bonds, the Paying Agent/Registrar shall cause a notice of redemption to be sent by United States mail, first-class postage prepaid, in the name of the County and at the County's expense, by the Paying Agent/Registrar to each Owner of a Bond to be redeemed in whole or in part at the address of the Owner appearing on the Security Register at the close of business on the business day next preceding the date of mailing such notice, and any notice of redemption so mailed shall be conclusively presumed to have been duly given irrespective of whether received by the Owner.

All notices of redemption shall (i) specify the date of redemption for the Bonds, (ii) identify the Bonds to be redeemed and, in the case of a portion of the principal amount to be redeemed, the principal amount thereof to be redeemed, (iii) state the redemption price, (iv) state that the Bonds, or the portion of the principal amount thereof to be redeemed, shall become due and payable on the redemption date specified, and the interest thereon, or on the portion of the principal amount thereof to be redeemed, shall cease to accrue from and after the redemption date, and (v) specify that payment of the redemption price for the Bonds, or the principal amount thereof to be redeemed, shall be made at the corporate trust office of the Paying Agent/Registrar only upon presentation and surrender thereof by the Owner. If a Bond is subject by its terms to redemption and has been called for redemption and notice of redemption thereof has been duly given or waived as hereinabove provided, such Bond (or the principal amount thereof to be redeemed) so called for redemption shall become due and payable, and if money sufficient for the payment of such Bonds (or of the principal amount thereof to be redeemed) at the then applicable redemption price is held for the purpose of such payment by the Paying Agent/Registrar, then on the redemption date designated in such notice, interest on the Bonds (or the principal amount thereof to be redeemed) called for redemption shall cease to accrue, and such Bonds shall not be deemed to be Outstanding in accordance with the provisions of this Order. This notice may also be published once in a

* To be completed in accordance with the Approval Certificate.

financial publication, journal, or reporter of general circulation among securities dealers in the City of New York, New York (including, but not limited to, *The Bond Buyer* and *The Wall Street Journal*), or in the State of Texas (including, but not limited to, *The Texas Bond Reporter*). Additionally, this notice may also be sent by the County to any registered securities depository and to any national information service that disseminates redemption notices.

SECTION 6. Execution; Registration. The Bonds shall be executed on behalf of the County by its County Judge under the seal of the Commissioners Court reproduced or impressed thereon, registered by the County Treasurer, and countersigned by the County Clerk and Ex-Officio Clerk of the Commissioners Court. The signature of any of said officers on the Bonds may be manual or facsimile. Bonds bearing the manual or facsimile signatures of individuals who were, at the time of execution, the proper officers of the County shall bind the County, notwithstanding that such individuals or either of them shall cease to hold such offices prior to the delivery of the Bonds to the Initial Purchaser and with respect to Bonds delivered in subsequent exchanges and transfers, all as authorized and provided in Chapter 1201, as amended, Texas Government Code.

No Bond shall be entitled to any right or benefit under this Order, or be valid or obligatory for any purpose, unless there appears on such Bond either a certificate of registration substantially in the form provided in Section 9C hereof, executed by the Comptroller of Public Accounts of the State of Texas or his duly authorized agent by manual signature, or a certificate of registration substantially in the form provided in Section 9D hereof, executed by the Paying Agent/Registrar by manual signature, and either such certificate upon any Bond shall be conclusive evidence, and the only evidence, that such Bond has been duly certified or registered and delivered.

SECTION 7. Registration; Transfer; Exchange of Bonds; Predecessor Bonds. The Paying Agent/Registrar shall obtain, record, and maintain in the Security Register the name and address of every Owner of the Bonds, or, if appropriate, the nominee thereof. Any Bond may, in accordance with its terms and the terms hereof, be transferred or exchanged for Bonds of other authorized denominations upon the Security Register by the Owner, in person or by his duly authorized agent, upon surrender of such Bond to the Paying Agent/ Registrar for cancellation, accompanied by a written instrument of transfer or request for exchange duly executed by the Owner or by his duly authorized agent, in form satisfactory to the Paying Agent/Registrar.

Upon surrender for transfer of any Bond at the corporate trust office of the Paying Agent/Registrar, the County shall execute and the Paying Agent/Registrar shall register and deliver, in the name of the designated transferee or transferees, one or more new Bonds of authorized denomination and having the same Stated Maturity and of a like interest rate and aggregate principal amount as the Bond or Bonds surrendered for transfer.

At the option of the Owner, Bonds may be exchanged for other Bonds of authorized denominations and having the same Stated Maturity, bearing the same rate of interest and of like aggregate principal amount as the Bonds surrendered for exchange upon surrender of the Bonds to be exchanged at the corporate trust office of the Paying Agent/Registrar. Whenever any Bonds are so surrendered for exchange, the County shall execute, and the Paying Agent/Registrar shall register and deliver the Bonds to the Owner requesting the exchange.

All Bonds issued upon any transfer or exchange of Bonds shall be delivered at the corporate trust office of the Paying Agent/Registrar, or be sent by registered mail to the Owner at his request, risk, and expense, and upon the delivery thereof, the same shall be the valid and binding obligations of the County, evidencing the same obligation to pay, and entitled to the same benefits under this Order, as the Bonds surrendered upon such transfer or exchange.

All transfers or exchanges of Bonds pursuant to this Section shall be made without expense or service charge to the Owner, except as otherwise herein provided, and except that the Paying Agent/Registrar shall require payment by the Owner requesting such transfer or exchange of any tax or other governmental charges required to be paid with respect to such transfer or exchange.

Bonds canceled by reason of an exchange or transfer pursuant to the provisions hereof are hereby defined to be "Predecessor Bonds," evidencing all or a portion, as the case may be, of the same debt evidenced by the new Bond or Bonds registered and delivered in the exchange or transfer therefor. Additionally, the term Predecessor Bonds shall include any Bond registered and delivered pursuant to Section 18 in lieu of a mutilated, lost, destroyed, or stolen Bond which shall be deemed to evidence the same obligation as the mutilated, lost, destroyed, or stolen Bond.

Neither the County nor the Paying Agent/Registrar shall be required to transfer or to exchange any Bond during the period beginning on a record date and ending on the next succeeding Interest Payment Date or to transfer or exchange any Bond called for redemption, in whole or in part, during the 45-day period prior to the date fixed for redemption of such Bond; provided, however, such limitation of transfer is not applicable to an exchange by the Owner of the uncalled balance of a Bond.

SECTION 8. Initial Bond(s). The Bonds herein authorized shall be initially issued either (i) as a single fully registered Bond in the aggregate principal amount and with principal installments to become due and payable as provided in the Approval Certificate and numbered T-1, or (ii) as one (1) fully registered Bond for each year of Stated Maturity in the applicable principal amount, interest rate, and denomination and to be numbered consecutively from T-1 and upward (collectively, the "Initial Bond(s)") and, in either case, the Initial Bond(s) shall be registered in the name of the Initial Purchaser or the designee thereof. The Initial Bond(s) shall be the Bonds submitted to the Office of the Attorney General of the State of Texas for approval and certified and registered by the Office of the Comptroller of Public Accounts of the State of Texas and delivered to the Initial Purchaser. Any time after the delivery of the Initial Bond(s), the Paying Agent/Registrar, pursuant to written instructions from the Initial Purchaser, or their designee, shall cancel the Initial Bond(s) delivered hereunder and exchange therefor definitive Bonds of authorized denominations, Stated Maturities, principal amounts and bearing applicable interest rates for transfer and delivery to the Owners named and at the addresses identified therefor; all pursuant to and in accordance with such written instructions from the Initial Purchaser, or their designee, and such other information and documentation as the Paying Agent/Registrar may reasonably require.

SECTION 9. Forms.

A. Forms Generally. The Bonds, the Registration Certificate of the Comptroller of Public Accounts of the State of Texas, the Registration Certificate of Paying Agent/Registrar, and

the form of Assignment to be printed on each of the Bonds shall be substantially in the forms set forth in this Section with such appropriate insertions, omissions, substitutions, and other variations as are permitted or required by this Order and may have such letters, numbers, or other marks of identification (including insurance legends in the event the Bonds, or any Stated Maturities thereof, are insured and identifying numbers and letters of the Committee on Uniform Securities Identification Procedures of the American Bankers Association) and such legends and endorsements (including any reproduction of an opinion of counsel) thereon as may, consistent herewith, be established by the County or determined by the officers executing the Bonds as evidenced by their execution thereof. Any portion of the text of any Bond may be set forth on the reverse thereof, with an appropriate reference thereto on the face of the Bond.

The definitive Bonds shall be printed, lithographed, or engraved, produced by any combination of these methods, or produced in any other similar manner, all as determined by the officers executing the Bonds as evidenced by their execution thereof, but the Initial Bond(s) submitted to the Attorney General of Texas may be typewritten or photocopied or otherwise reproduced.

[*The remainder of this page intentionally left blank.*]

B. Form of Definitive Bond.

REGISTERED
NO. _____

REGISTERED
PRINCIPAL AMOUNT
$ _____

United States of America
State of Texas
HAYS COUNTY, TEXAS
LIMITED TAX BOND, SERIES 20___*

Bond Date:	Interest Rate:	Stated Maturity:	[CUSIP No:]*
_____, 20__*			

REGISTERED OWNER: _____

PRINCIPAL AMOUNT: _____ DOLLARS

Hays County, Texas (the "County"), a body corporate and a political subdivision of the State of Texas, for value received, acknowledges itself indebted to and hereby promises to pay to the order of the Registered Owner specified above, or the registered assigns thereof (the "Owner"), on the Stated Maturity date specified above, the Principal Amount specified above (or so much thereof as shall not have been paid upon prior redemption) and to pay interest on the unpaid Principal Amount hereof from the Bond Date, or from the most recent Interest Payment Date to which interest has been paid or duly provided for until such Principal Amount has become due and payment thereof has been made or duly provided for to the earlier of redemption or Stated Maturity, at the per annum rate of interest specified above computed on the basis of a 360-day year of twelve 30-day months; such interest being payable on _____* and _____* of each year, commencing _____, 20__* (each an "Interest Payment Date").

Principal and premium, if any, on this Bond shall be payable to the Owner hereof, upon presentation and surrender, at the corporate trust office of the Paying Agent/Registrar executing the registration certificate appearing hereon or a successor thereof. Interest shall be payable to the Owner of this Bond (or one or more Predecessor Bonds, as defined in the Order hereinafter referenced) whose name appears on the Security Register maintained by the Paying Agent/Registrar at the close of business on the "Record Date," which is the last business day* of the month next preceding each Interest Payment Date. All payments of principal of, premium, if any, and interest on this Bond shall be in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts. Interest shall be paid by the Paying Agent/Registrar by check sent on or prior to the appropriate date of payment by United States mail, first-class postage prepaid, to the Owner hereof at the address appearing in the Security Register or by such other method, acceptable to the Paying Agent/Registrar, requested by the Owner hereof at the Owner's risk and expense.

* To be completed in accordance with the Approval Certificate.

This Bond is one of the series specified in its title issued in the aggregate principal amount of $_____[*] (the "Bonds") pursuant to the authority conferred at an election held in the County on November 3, 2020 and by an order adopted by the governing body of the County (the "Order"), for the purpose of providing funds for the (i) construction, improvement, renovation, equipment and acquisition of land and interests in land, buildings and facilities for park and recreational purposes, including but not limited to the construction and improvement of parks and the acquisition of land and interests in land in connection therewith; acquisition of open space and conservation land and acquisition of conservation easements on land for any authorized purposes, including to ensure its availably for recreational, or open-space use, or to protect wildlife habitat and the water quality of creeks, rivers and springs; protection of natural resources by minimizing flood risks and improving flood safety; and improvement of connectivity through the acquisition of land, construction and improvement of trails, sidewalks and related infrastructure, and (ii) payment of the costs of issuance relating to these Bonds, all in conformity with the laws of the State of Texas, particularly Chapters 1251 and 1371, Texas Government Code, as amended and Chapter 331, Texas Local Government Code, as amended, and an election held in the County on November 3, 2020.

[The Bonds stated to mature on _____, 20__[*] and _____, 20__[*] are referred to as the "Term Bonds". The Term Bonds are subject to mandatory sinking fund redemption prior to their stated maturities from money required to be deposited in the Bond Fund for such purpose and shall be redeemed in part, by lot or other customary method, at the principal amount thereof plus accrued interest to the date of redemption in the following principal amounts on _____[*] in each of the years as set forth below:

Term Bonds Stated to Mature on ____, 20__		Term Bonds Stated to Mature on ____, 20__	
Year	Principal Amount ($)	Year	Principal Amount ($)
	†		†

†Stated Maturity.]

[The principal amount of a Term Bond required to be redeemed pursuant to the operation of such mandatory redemption provisions shall be reduced, at the option of the County, by the principal amount of any Term Bonds of such Stated Maturity which, at least 45 days prior to the mandatory redemption date (1) shall have been defeased or acquired by the County and delivered to the Paying Agent/Registrar for cancellation, (2) shall have been purchased and canceled by the Paying Agent/Registrar at the request of the County with money in the Bond Fund, or (3) shall have been redeemed pursuant to the optional redemption provisions set forth in the Order and not theretofore credited against a mandatory redemption requirement.]

[This Bond is not subject to optional redemption prior to maturity.][As specified in the Order, the Bonds stated to mature on and after _____, 20__[*] may be redeemed prior to their

[*] To be completed in accordance with the Approval Certificate.

Stated Maturities, at the option of the County, on _____, 20__*, or on any date thereafter, in whole or in part in principal amounts of $5,000 or any integral multiple thereof (and if within a Stated Maturity selected at random and by lot by the Paying Agent/Registrar) at the redemption price of par, together with accrued interest to the date of redemption, and upon thirty (30) days prior written notice being given by United States mail, first-class postage prepaid, to Owners of the Bonds to be redeemed, and subject to the terms and provisions relating thereto contained in the Order. If this Bond is subject to redemption prior to Stated Maturity and is in a denomination in excess of $5,000, portions of the principal sum hereof in installments of $5,000 or any integral multiple thereof may be redeemed, and, if less than all of the principal sum hereof is to be redeemed, there shall be issued, without charge therefor, to the Owner hereof, upon the surrender of this Bond to the Paying Agent/Registrar at its corporate trust office, a new Bond or Bonds of like Stated Maturity and interest rate in any authorized denominations provided in the Order for the then unredeemed balance of the principal sum hereof.]

[If applicable, insert extraordinary redemption provision]*

Notwithstanding anything in the order to the contrary, the County may make any notice of redemption conditional on the occurrence of a condition precedent. In the event that the County chooses to provide a conditional notice of redemption, the County shall include in the notice of redemption that the redemption is conditioned upon the occurrence of a condition precedent. The Paying Agent/Registrar shall give prompt notice of any such rescission of a conditional notice of redemption to the affected Owners. Any Bonds subject to conditional redemption and such redemption has been rescinded shall remain Outstanding and the rescission of such redemption shall not constitute an event of default. Further, in the case of a conditional redemption, the failure of the County to make money or authorized securities available in part or in whole on or before the redemption date shall not constitute an event of default.

If this Bond (or any portion of the principal sum hereof) shall have been duly called for redemption and notice of such redemption has been duly given, then upon such redemption date this Bond (or the portion of the principal sum hereof to be redeemed) shall become due and payable, and, if money for the payment of the redemption price and the interest accrued on the principal amount to be redeemed to the date of redemption is held for the purpose of such payment by the Paying Agent/Registrar, interest shall cease to accrue and be payable hereon from and after the redemption date on the principal amount hereof to be redeemed. If this Bond is called for redemption, in whole or in part, the County or the Paying Agent/Registrar shall not be required to issue, transfer, or exchange this Bond within forty-five (45) days of the date fixed for redemption; provided, however, such limitation of transfer shall not be applicable to an exchange by the Owner of the unredeemed balance hereof in the event of its redemption in part.]

The Bonds of this series are payable from the proceeds of an annual ad valorem tax levied upon all taxable property within the County, within the limitations prescribed by law.

Reference is hereby made to the Order, a copy of which is on file in the corporate trust office of the Paying Agent/Registrar, and to all of the provisions of which the Owner by his acceptance hereof hereby assents, for definitions of terms; the description of and the nature and extent of the tax levied for the payment of the Bonds; the terms and conditions relating to the transfer or exchange of the Bonds; the conditions upon which the Order may be amended or

supplemented with or without the consent of the Owners; the rights, duties, and obligations of the County and the Paying Agent/Registrar; the terms and provisions upon which this Bond may be redeemed or discharged at or prior to the Stated Maturity thereof and deemed to be no longer Outstanding thereunder; and for the other terms and provisions specified in the Order. Capitalized terms used herein have the same meanings assigned in the Order.

This Bond, subject to certain limitations contained in the Order, may be transferred on the Security Register upon presentation and surrender at the corporate trust office of the Paying Agent/Registrar with the Assignment hereon, duly endorsed by, or accompanied by a written instrument of transfer in form satisfactory to the Paying Agent/Registrar duly executed by the Owner hereof, or his duly authorized agent, and thereupon one or more new fully registered Bonds of the same Stated Maturity, of authorized denominations, bearing the same rate of interest, and of the same aggregate principal amount will be issued to the designated transferee or transferees.

The County and the Paying Agent/Registrar, and any agent of either, shall treat the Owner hereof whose name appears on the Security Register (i) on the Record Date as the owner hereof for purposes of receiving payment of interest hereon, (ii) on the date of surrender of this Bond as the owner hereof for purposes of receiving payment of principal hereof at its Stated Maturity or its redemption, in whole or in part, and (iii) on any other date as the owner hereof for all other purposes, and neither the County nor the Paying Agent/Registrar, or any such agent of either, shall be affected by notice to the contrary. In the event of a non-payment of interest on a scheduled payment date, and for thirty (30) days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the County. Notice of the Special Record Date and of the scheduled payment date of the past due interest (the "Special Payment Date," which shall be fifteen (15) days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States mail, first-class postage prepaid, to the address of each Owner appearing on the Security Register at the close of business on the last business day next preceding the date of mailing of such notice.

It is hereby certified, covenanted, and represented that all acts, conditions, and things required to be performed, exist, and be done precedent to the issuance of this Bond in order to render the same a legal, valid, and binding obligation of the County have been performed, exist, and have been done, in regular and due time, form, and manner, as required by law, and that issuance of the Bonds does not exceed any constitutional or statutory limitation; and that due provision has been made for the payment of the principal of, premium, if any, and interest on the Bonds by the levy of a tax as aforestated. In case any provision in this Bond or any application thereof shall be deemed invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions and applications shall not in any way be affected or impaired thereby. The terms and provisions of this Bond and the Order shall be construed in accordance with and shall be governed by the laws of the State of Texas.

IN WITNESS WHEREOF, the Commissioners Court of the County has caused this Bond to be duly executed under the official seal of its Commissioners Court.

HAYS COUNTY, TEXAS

By_____
County Judge

COUNTERSIGNED: REGISTERED:

By _____ By _____

County Clerk and Ex-Officio Clerk of the Commissioners Court

County Treasurer

(SEAL OF COMMISSIONERS COURT)

C. [1] Form of Registration Certificate of Comptroller of Public Accounts to Appear on Initial Bond(s) Only.

REGISTRATION CERTIFICATE OF
COMPTROLLER OF PUBLIC ACCOUNTS

OFFICE OF THE COMPTROLLER OF	§	
PUBLIC ACCOUNTS	§	
	§	REGISTER NO. _____
THE STATE OF TEXAS	§	

I HEREBY CERTIFY that this Bond has been examined, certified as to validity and approved by the Attorney General of the State of Texas, and duly registered by the Comptroller of Public Accounts of the State of Texas.

WITNESS my signature and seal of office this _____

_____
Comptroller of Public Accounts
of the State of Texas

(COMPTROLLER'S SEAL)

[1] NOTE TO PRINTER: Not to appear on Definitive Bonds

D. [2] Form of Certificate of Paying Agent/Registrar to Appear on Definitive Bonds Only.

REGISTRATION CERTIFICATE OF PAYING AGENT/REGISTRAR

This Bond has been duly issued under the provisions of the within-mentioned Order; the Bond or Bonds of the above-entitled and designated series originally delivered having been approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts, as shown by the records of the Paying Agent/Registrar.

Registered this date: _____,
as Paying Agent/Registrar

_____

By: _____
Authorized Signature

[2] NOTE TO PRINTER: Print on Definitive Bonds.

E. Form of Assignment.

ASSIGNMENT

FOR VALUE RECEIVED the undersigned hereby sells, assigns, and transfers unto (Print or typewrite name, address, and zip code of transferee): _____
_____
(Social Security or other identifying number): _____ the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints _____ attorney to transfer the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

DATED: _____

_____
NOTICE: The signature on this assignment must correspond with the name of the registered owner as it appears on the face of the within Bond in every particular.

Signature guaranteed:

_____

F. Form of Initial Bond(s).

The Initial Bond(s) shall be numbered T-1 or numbered consecutively from T-1 and upward, as applicable, and in the form set forth in paragraph B of this Section, except that the form of the single fully registered Initial Bond shall be modified as follows:

(1) immediately under the name of the Bonds the headings "Interest Rate _____" and "Stated Maturity _____" shall both be completed "as shown below";

(2) the heading "CUSIP" shall be omitted; and

(3) the first two paragraphs shall read as follows:

Registered Owner: _____

Principal Amount: _____ DOLLARS

Hays County, Texas (the "County"), a body corporate and a political subdivision of the State of Texas, for value received, acknowledges itself indebted to and hereby promises to pay to the order of the Registered Owner named above (the "Owner"), or the registered assigns thereof, the Principal Amounts specified above on the _____ day of _____* in each of the years and in Principal Amounts and bearing interest at the per annum rates in accordance with the following schedule:

Years of Stated Maturity	Principal Amounts ($)	Interest Rates (%)

(*Information to be inserted from schedule in Approval Certificate*.)

(or so much thereof as shall not have been paid upon prior redemption) and to pay interest on the unpaid Principal Amounts hereof from the Bond Date, or from the most recent Interest Payment Date to which interest has been paid or duly provided for to Stated Maturity or prior redemption at the per annum rates of interest specified above computed on the basis of a 360-day year of twelve 30-day months; such interest being payable on _____* and _____* in each year, commencing _____, 20__* (each an "Interest Payment Date").

Principal, and premium if any, of this Bond shall be payable to the Owner hereof (the "Owner"), upon its presentation and surrender, at the corporate trust office of _____, _____,* (the "Paying Agent/Registrar"). Interest shall be payable to the Owner of this Bond whose name appears on the Security Register maintained by the Paying Agent/Registrar at the close of business on the Record Date, which is the last business day* of the month next preceding each Interest Payment Date. All payments of principal of, premium, if any, and interest on this Bond shall be in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts. Interest shall be paid by the Paying Agent/Registrar by check sent on or prior to the appropriate date of payment by United States mail, first-class postage prepaid, to the Owner hereof at the address appearing in the Security Register or by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the Owner hereof.

G. Insurance Legend. If bond insurance is obtained by the County or the Initial Purchaser for the Bonds, the Definitive Bonds and the Initial Bond(s) shall bear an appropriate legend as provided by the insurer.

* To be completed in accordance with the Approval Certificate.

SECTION 10. Bond Fund; Investments.

A. Bond Fund. For the purpose of paying the interest on and to provide a sinking fund for the payment, redemption, and retirement of the Bonds, there shall be and is hereby created a special Fund to be designated "Limited Tax Bonds, Series _____,[*] Interest and Sinking Fund" (the "Bond Fund"), which Fund shall be kept and maintained at the Depository, and money deposited in such Fund shall be used for no other purpose and shall be maintained as provided in Section 20. Authorized Representatives of the County are hereby authorized and directed to make withdrawals from the Bond Fund sufficient to pay the principal of, premium, if any, and interest on the Bonds as the same become due and payable and shall cause to be transferred to the Paying Agent/Registrar from money on deposit in the Bond Fund an amount sufficient to pay the amount of principal and/or interest stated to mature on the Bonds, such transfer of funds to the Paying Agent/Registrar to be made in such manner as will cause immediately available funds to be deposited with the Paying Agent/Registrar on or before the last business day next preceding each interest and principal payment date for the Bonds.

B. Investments. Pending the transfer of funds to the Paying Agent/Registrar, money in the Bond Fund may, at the option of the County, be invested in obligations identified in, and in accordance with the provisions of the "Public Funds Investment Act" (Chapter 2256, Texas Government Code, as amended); provided that all such investments shall be made in such a manner that the money required to be expended from said Bond Fund will be available at the proper time or times. All interest and income derived from deposits and investments in said Bond Fund shall be credited to, and any losses debited to, the Bond Fund. All such investments shall be sold promptly when necessary to prevent any default in connection with the Bonds. It is provided, however, that any interest earnings on proceeds of the Bonds which are required to be rebated to the United States of America in order to prevent the Bonds from being arbitrage bonds shall be so rebated and not considered as interest earnings for the purposes of this Section.

SECTION 11. Tax Levy. To provide for the payment of the Debt Service Requirements on the Bonds being (i) the interest on the Bonds and (ii) a sinking fund for their redemption at Stated Maturity or a sinking fund of 2% (whichever amount shall be the greater), there shall be and there is hereby levied for the current year and each succeeding year thereafter while the Bonds or any interest thereon shall remain Outstanding, a sufficient tax, within the limitations prescribed by law, on each one hundred dollars' valuation of taxable property in the County, adequate to pay such Debt Service Requirements, full allowance being made for delinquencies and costs of collection; said tax shall be assessed and collected each year and applied to the payment of the Debt Service Requirements, and the same shall not be diverted to any other purpose. The taxes so levied and collected shall be paid into the Bond Fund and are thereafter pledged to the payment of the Bonds. The Commissioners Court hereby declares its purpose and intent to provide and levy a tax legally and fully sufficient to pay such Debt Service Requirements, it having been determined that the existing and available taxing authority of the County for such purpose is adequate to permit a legally sufficient tax in consideration of all other outstanding indebtedness and other obligations of the County.

[*] To be completed in accordance with the Approval Certificate.

SECTION 12. Application of Chapter 1208, Texas Government Codes. Chapter 1208, Texas Government Code, applies to the issuance of the Bonds and the pledge of taxes granted by the County under Section 11, and such pledge is therefore valid, effective, and perfected. If Texas law is amended at any time while the Bonds are outstanding and unpaid such that the pledge of the taxes granted by the County is to be subject to the filing requirements of Chapter 9, Texas Business & Commerce Code, then in order to preserve to the registered owners of the Bonds the perfection of the security interest in this pledge, the County agrees to take such measures as it determines are reasonable and necessary under Texas law to comply with the applicable provisions of Chapter 9, Texas Business & Commerce Code and enable a filing to perfect the security interest in this pledge to occur.

SECTION 13. Deposits to Bond Fund; Surplus Bond Proceeds. The County hereby covenants and agrees to cause to be deposited in the Bond Fund prior to a principal and interest payment date for the Bonds, from the annual levy of annual ad valorem tax levied upon all taxable property within the County, within the limitations prescribed by law, or from other lawfully available funds, amounts sufficient to fully pay and discharge promptly each installment of interest and principal of the Bonds as the same accrues or matures or comes due by reason of Stated Maturity.

Accrued interest, if any, received from the Initial Purchaser of the Bonds shall be deposited to the Bond Fund and ad valorem taxes levied and collected shall be deposited to the Bond Fund. In addition, any surplus proceeds from the sale of the Bonds, including investment income thereon, not expended for authorized purposes shall be deposited in the Bond Fund, and such amounts so deposited shall reduce the sums otherwise required to be deposited in said Fund from ad valorem taxes.

SECTION 14. Security of Funds. All money on deposit in the Funds for which this Order makes provision (except any portion thereof as may be at any time properly invested as provided herein) shall be secured in the manner and to the fullest extent required by the laws of the State of Texas for the security of public funds, and money on deposit in such Funds shall be used only for the purposes permitted by this Order.

SECTION 15. Remedies in Event of Default. In addition to all the rights and remedies provided by the laws of the State of Texas, the County covenants and agrees particularly that in the event the County (a) defaults in the payments to be made to the Bond Fund, or (b) defaults in the observance or performance of any other of the covenants, conditions, or obligations set forth in this Order, the Owners of any of the Bonds shall be entitled to seek a writ of mandamus issued by a court of proper jurisdiction compelling and requiring the governing body of the County and other officers of the County to observe and perform any covenant, condition, or obligation prescribed in this Order.

No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or acquiescence therein, and every such right and power may be exercised from time to time and as often as may be deemed expedient. The specific remedies herein provided shall be cumulative of all other existing remedies and the specification of such remedies shall not be deemed to be exclusive.

SECTION 16. Notices to Owners; Waiver. Wherever this Order provides for notice to Owners of any event, such notice shall be sufficiently given (unless otherwise herein expressly provided) if in writing and sent by United States mail, first-class postage prepaid, to the address of each Owner as it appears in the Security Register.

In any case where notice to Owners is given by mail, neither the failure to mail such notice to any particular Owners, nor any defect in any notice so mailed, shall affect the sufficiency of such notice with respect to all other Owners. Where this Order provides for notice in any manner, such notice may be waived in writing by the Owner entitled to receive such notice, either before or after the event with respect to which such notice is given, and such waiver shall be the equivalent of such notice. Waivers of notice by Owners shall be filed with the Paying Agent/Registrar, but such filing shall not be a condition precedent to the validity of any action taken in reliance upon such waiver.

SECTION 17. Cancellation. All Bonds surrendered for payment, redemption, transfer, exchange, or replacement, if surrendered to the Paying Agent/Registrar, shall be promptly canceled by it and, if surrendered to the County, shall be delivered to the Paying Agent/Registrar and, if not already canceled, shall be promptly canceled by the Paying Agent/Registrar. The County may at any time deliver to the Paying Agent/Registrar for cancellation any Bonds previously certified or registered and delivered which the County may have acquired in any manner whatsoever, and all Bonds so delivered shall be promptly canceled by the Paying Agent/Registrar. All canceled Bonds held by the Paying Agent/Registrar shall be destroyed as directed by the County.

SECTION 18. Mutilated, Destroyed, Lost, and Stolen Bonds. If (1) any mutilated Bond is surrendered to the Paying Agent/Registrar, or the County and the Paying Agent/Registrar receive evidence to their satisfaction of the destruction, loss, or theft of any Bond, and (2) there is delivered to the County and the Paying Agent/Registrar such security or indemnity as may be required to save each of them harmless, then, in the absence of notice to the County or the Paying Agent/Registrar that such Bond has been acquired by a bona fide purchaser, the County shall execute and, upon its request, the Paying Agent/Registrar shall register and deliver, in exchange for or in lieu of any such mutilated, destroyed, lost, or stolen Bond, a new Bond of the same Stated Maturity and interest rate and of like tenor and principal amount, bearing a number not contemporaneously outstanding.

In case any such mutilated, destroyed, lost, or stolen Bond has become or is about to become due and payable, the County in its discretion may, instead of issuing a new Bond, pay such Bond.

Upon the issuance of any new Bond or payment in lieu thereof, under this Section, the County may require payment by the Owner of a sum sufficient to cover any tax or other governmental charge imposed in relation thereto and any other expenses or charges (including attorney's fees and the fees and expenses of the Paying Agent/Registrar) connected therewith.

Every new Bond issued pursuant to this Section in lieu of any mutilated, destroyed, lost, or stolen Bond shall constitute a replacement of the prior obligation of the County, whether or not the mutilated, destroyed, lost, or stolen Bond shall be at any time enforceable by anyone, and shall be entitled to all the benefits of this Order equally and ratably with all other Outstanding Bonds.

The provisions of this Section are exclusive and shall preclude (to the extent lawful) all other rights and remedies with respect to the replacement and payment of mutilated, destroyed, lost, or stolen Bonds.

SECTION 19. Sale of Bonds; Approval of Purchase Contract; Official Statement and Private Placement Memorandum Approval; Use of Proceeds.

A. The Bonds authorized by this Order shall be sold and delivered to the Initial Purchaser, who shall be designated in the Approval Certificate, having all the rights, benefits, and obligations of an Owner), at the price set forth in the Approval Certificate and, if applicable, in accordance with the terms of a purchase contract (the "Purchase Contract"), which an Authorized Representative is hereby authorized to execute. The Initial Bond(s) shall be registered in the name set forth in the Approval Certificate. The Commissioners Court hereby finds, determines and declares that the representations, warranties, and agreements of the County contained in the Purchase Contract, if applicable, are true and correct in all material respects and shall be honored and performed by the County. Delivery of the Bonds to the Initial Purchaser shall occur as soon as practicable after the adoption of this Order, upon payment therefor in accordance with the terms of the Approval Certificate.

B. Any Authorized Representative is hereby authorized to approve, in the name and on behalf of the County, in connection with the sale of the Bonds, the preparation and distribution of a Preliminary Official Statement and a final Official Statement or Private Placement Memorandum, as applicable, relating to the Bonds, to be used and distributed by the Initial Purchaser in marketing the Bonds or by the County in the sale of the Bonds, respectively. In addition, an Authorized Representative is authorized to deem such Preliminary Official Statement "final" for purposes of the Rule. The appropriate officials of the County are hereby authorized to sign such Official Statement or Private Placement Memorandum and/or to deliver a certificate pertaining to such Official Statement or Private Placement Memorandum, as prescribed therein, if applicable, dated as of the date of payment for and delivery of the Bonds.

C. Proceeds from the sale of the Bonds shall be applied as follows:

(1) Accrued interest, if any, received from the Initial Purchaser shall be deposited into the Bond Fund.

(2) The proceeds from the sale of the Bonds, including any net original issue premium, shall, promptly upon receipt by the County, be applied in accordance with the provision set forth in the Approval Certificate.

(3) The balance of the proceeds derived from the sale of the Bonds (after paying costs of issuance and the other deposits referred to in paragraph (1) and (2) above) shall be deposited into the special construction account or accounts created for the project to be constructed with the Bond proceeds. This special construction account shall be established and maintained at the Depository and shall be invested in accordance with the provisions of Section 10 of this Order. Interest earned on the proceeds of the Bonds pending completion of the projects financed with such proceeds shall be accounted for, maintained, deposited, and expended as permitted by the provisions of Chapter 1201, as amended,

Texas Government Code, or as required by any other applicable law. Thereafter, such amounts shall be expended in accordance with Section 13 of this Order.

SECTION 20. Covenants Regarding Tax-Matters.

A. The County intends that the interest on the Bonds shall be excludable from gross income of the owners thereof for federal income tax purposes pursuant to Sections 103 and 141 through 150 of the Code, and all applicable temporary, proposed and final regulations (the "Regulations") and procedures promulgated thereunder and applicable to the Bonds, the County covenants that it will monitor and control the receipt, investment, expenditure and use of all gross proceeds of the Bonds (including all property the acquisition, construction or improvement of which is to be financed directly or indirectly with the proceeds of the Bonds) and take or omit to take such other and further actions as may be required by Sections 103 and 141 through 150 of the Code and the Regulations to cause interest on the Bonds to be and remain excludable from the gross income, as defined in Section 61 of the Code, of the owners of the Bonds for federal income tax purposes. Without limiting the generality of the foregoing, the County shall comply with each of the following covenants:

(1) The County will use all of the proceeds of the Bonds to (i) provide funds for the purposes described in Section 2 hereof, which will be owned and operated by the County and (ii) to pay the costs of issuing the Bonds. The County will not use any portion of the proceeds of the Bonds to pay the principal of or interest or redemption premium on, any other obligation of the County or a related person.

(2) The County will not directly or indirectly take any action, or omit to take any action, which action or omission would cause the Bonds to constitute "private activity bonds" within the meaning of Section 141(a) of the Code.

(3) Principal of and interest on the Bonds will be paid solely from ad valorem taxes collected by the County and investment earnings on such collections.

(4) Based upon all facts and estimates now known or reasonably expected to be in existence on the date the Bonds are delivered, the County reasonably expects that the proceeds of the Bonds will not be used in a manner that would cause the Bonds or any portion thereof to be an "arbitrage bond" within the meaning of Section 148 of the Code.

(5) At all times while the Bonds are outstanding, the County will identify and properly account for all amounts constituting gross proceeds of the Bonds in accordance with the Regulations. The County will monitor the yield on the investments of the proceeds of the Bonds and, to the extent required by the Code and the Regulations, will restrict the yield on such investments to a yield which is not materially higher than the yield on the Bonds. To the extent necessary to prevent the Bonds from constituting "arbitrage bonds," the County will make such payments as are necessary to cause the yield on all yield restricted nonpurpose investments allocable to the Bonds to be less than the yield that is materially higher than the yield on the Bonds.

(6) The County will not take any action or knowingly omit to take any action that, if taken or omitted, would cause the Bonds to be treated as "federally guaranteed" obligations for purposes of Section 149(b) of the Code.

(7) The County represents that not more than fifty percent (50%) of the proceeds of the Bonds will be invested in nonpurpose investments (as defined in Section 148(f)(6)(A) of the Code) having a substantially guaranteed yield for four years or more within the meaning of Section 149(g)(3)(A)(ii) of the Code, and the County reasonably expects that at least eighty-five percent (85%) of the spendable proceeds of the Bonds will be used to carry out the governmental purpose of the Bonds within the three-year period beginning on the date of issue of the Bonds.

(8) The County will take all necessary steps to comply with the requirement that certain amounts earned by the County on the investment of the gross proceeds of the Bonds, if any, be rebated to the federal government. Specifically, the County will (i) maintain records regarding the receipt, investment, and expenditure of the gross proceeds of the Bonds as may be required to calculate such excess arbitrage profits separately from records of amounts on deposit in the funds and accounts of the County allocable to other obligations of the County or moneys which do not represent gross proceeds of any obligations of the County and retain such records for at least six years after the day on which the last outstanding Bond is discharged, (ii) account for all gross proceeds under a reasonable, consistently applied method of accounting, not employed as an artifice or device to avoid in whole or in part, the requirements of Section 148 of the Code, including any specified method of accounting required by applicable Regulations to be used for all or a portion of any gross proceeds, (iii) calculate, at such times as are required by applicable Regulations, the amount of excess arbitrage profits, if any, earned from the investment of the gross proceeds of the Bonds and (iv) timely pay, as required by applicable Regulations, all amounts required to be rebated to the federal government. In addition, the County will exercise reasonable diligence to assure that no errors are made in the calculations required by the preceding sentence and, if such an error is made, to discover and promptly correct such error within a reasonable amount of time thereafter, including payment to the federal government of any delinquent amounts owed to it, interest thereon and any penalty.

(9) The County will not directly or indirectly pay any amount otherwise payable to the federal government pursuant to the foregoing requirements to any person other than the federal government by entering into any investment arrangement with respect to the gross proceeds of the Bonds that might result in a reduction in the amount required to be paid to the federal government because such arrangement results in a smaller profit or a larger loss than would have resulted if such arrangement had been at arm's length and had the yield on the Bonds not been relevant to either party.

(10) The County will timely file or cause to be filed with the Secretary of the Treasury of the United States the information required by Section 149(e) of the Code with respect to the Bonds on such form and in such place as the Secretary may prescribe.

(11) The County will not issue or use the Bonds as part of an "abusive arbitrage device" (as defined in Section 1.148-10(a) of the Regulations). Without limiting

the foregoing, the Bonds are not and will not be a part of a transaction or series of transactions that attempts to circumvent the provisions of Section 148 of the Code and the Regulations, by (i) enabling the County to exploit the difference between tax-exempt and taxable interest rates to gain a material financial advantage, or (ii) increasing the burden on the market for tax-exempt obligations.

(12) Proper officers of the County charged with the responsibility for issuing the Bonds are hereby directed to make, execute and deliver certifications as to facts, estimates or circumstances in existence as of the date of issuance of the Bonds and stating whether there are facts, estimates or circumstances that would materially change the County's expectations. On or after the date of issuance of the Bonds, the County will take such actions as are necessary and appropriate to assure the continuous accuracy of the representations contained in such certificates.

(13) The covenants and representations made or required by this Section are for the benefit of the Owners and any subsequent Owner and may be relied upon by the Owners and any subsequent Owner and bond counsel to the County.

B. In complying with the foregoing covenants, the County may rely upon an unqualified opinion issued to the County by nationally recognized bond counsel that any action by the County or reliance upon any interpretation of the Code or Regulations contained in such opinion will not cause interest on the Bonds to be includable in gross income for federal income tax purposes under existing law.

C. Notwithstanding any other provision of this Order, the County's representations and obligations under the covenants and provisions of this Section shall survive the defeasance and discharge of the Bonds for as long as such matters are relevant to the exclusion of interest on the Bonds from the gross income of the owners for federal income tax purposes.

SECTION 21. Control and Custody of Bonds. The County Judge shall be and is hereby authorized to take and have charge of all necessary orders and records pending investigation by the Attorney General of the State of Texas and shall take and have charge and control of the Bonds pending their approval by the Attorney General, including the printing and supply of definitive Bonds, the registration thereof by the Comptroller of Public Accounts and the delivery of the Bonds to the Initial Purchaser.

Furthermore, one or more Authorized Representatives are hereby authorized and directed to furnish and execute such documents relating to the County and its financial affairs as may be necessary for the issuance of the Bonds, the approval of the Attorney General and their registration by the Comptroller of Public Accounts and, together with the County's financial advisors, Bond Counsel, and the Paying Agent/Registrar, make the necessary arrangements for the delivery of the Initial Bond(s) to the Initial Purchaser and the initial exchange thereof for definitive Bonds.

SECTION 22. Satisfaction of Obligation of County. If the County shall pay or cause to be paid, or there shall otherwise be paid to the Owners, the principal of, premium, if any, and interest on the Bonds, at the times and in the manner stipulated in this Order, then the pledge of taxes

levied under this Order and all covenants, agreements, and other obligations of the County to the Owners shall thereupon cease, terminate, and be discharged and satisfied.

Except as otherwise provided in the Approval Certificate, Bonds, or any principal amount(s) thereof, shall be deemed to have been paid within the meaning and with the effect expressed above in this Section when (i) money sufficient to pay in full such Bonds or the principal amount(s) thereof at Stated Maturity or to the redemption date therefor, together with all interest due thereon, shall have been irrevocably deposited with and held in trust by the Paying Agent/Registrar, or an authorized escrow agent, and/or (ii) Government Securities shall have been irrevocably deposited in trust with the Paying Agent/Registrar, or an authorized escrow agent, which Government Securities have been certified by an independent accounting firm to mature as to principal and interest in such amounts and at such times as will insure the availability, without reinvestment, of sufficient money, together with any money deposited therewith, if any, to pay when due the principal of and interest on such Bonds, or the principal amount(s) thereof, on and prior to the Stated Maturity thereof or (if notice of redemption has been duly given or waived or if irrevocable arrangements therefor acceptable to the Paying Agent/Registrar have been made) the redemption date thereof. The County covenants that no deposit of money or Government Securities will be made under this Section and no use made of any such deposit which would cause the Bonds to be treated as arbitrage bonds within the meaning of section 148 of the Code (as defined in Section 20 hereof).

Any money so deposited with the Paying Agent/Registrar, and all income from Government Securities held in trust by the Paying Agent/Registrar, or an authorized escrow agent, pursuant to this Section which is not required for the payment of the Bonds, or any principal amount(s) thereof, or interest thereon with respect to which such money has been so deposited shall be remitted to the County or deposited as directed by the County. Furthermore, any money held by the Paying Agent/Registrar for the payment of the principal of and interest on the Bonds and remaining unclaimed for a period of three (3) years after the Stated Maturity, or applicable redemption date, of the Bonds such money was deposited and is held in trust to pay shall upon the request of the County be remitted to the County against a written receipt therefor, subject to the unclaimed property laws of the State of Texas.

Notwithstanding any other provision of this Order to the contrary, it is hereby provided that any determination not to redeem defeased Bonds that is made in conjunction with the payment arrangements specified in subsection (i) or (ii) above shall not be irrevocable, provided that: (1) in the proceedings providing for such defeasance, the County expressly reserves the right to call the defeased Bonds for redemption; (2) gives notice of the reservation of that right to the owners of the defeased Bonds immediately following the defeasance; (3) directs that notice of the reservation be included in any redemption notices that it authorizes; and (4) at the time of the redemption, satisfies the conditions of (i) or (ii) above with respect to such defeased debt as though it was being defeased at the time of the exercise of the option to redeem the defeased Bonds, after taking the redemption into account in determining the sufficiency of the provisions made for the payment of the defeased Bonds.

In addition to any other manner provided within this Order, the Bonds may be discharged, defeased, redeemed or refunded in any manner now or hereafter permitted by law.

SECTION 23. Printed Opinion. The Initial Purchaser's obligation to accept delivery of the Bonds is subject to its being furnished a final opinion of Orrick, Herrington & Sutcliffe LLP, as Bond Counsel, approving certain legal matters as to the Bonds, said opinion to be dated and delivered as of the date of initial delivery and payment for the Bonds. Printing of a true and correct copy of said opinion on the reverse side of each of the Bonds, with appropriate certificate pertaining thereto executed by facsimile signature of the County Clerk of the County is hereby approved and authorized.

SECTION 24. CUSIP Numbers. CUSIP numbers may be printed or typed on the definitive Bonds. It is expressly provided, however, that the presence or absence of CUSIP numbers on the definitive Bonds shall be of no significance or effect as regards the legality thereof, and neither the County nor attorneys approving said Bonds as to legality are to be held responsible for CUSIP numbers incorrectly printed or typed on the definitive Bonds.

SECTION 25. Effect of Headings. The Section headings herein are for convenience only and shall not affect the construction hereof.

SECTION 26. Order a Contract; Amendments; Outstanding Bonds. The County acknowledges that the covenants and obligations of the County herein contained are a material inducement to the purchase of the Bonds. This Order shall constitute a contract with the Owners from time to time, shall be binding on the County and its successors and assigns, and shall not be amended or repealed by the County so long as any Bond remains Outstanding except as permitted in this Section. The County may, without the consent of or notice to any Owners, from time to time and at any time, amend this Order in any manner not detrimental to the interests of the Owners, including the curing of any ambiguity, inconsistency, or formal defect or omission herein. In addition, the County may, with the written consent of Owners holding a majority in aggregate principal amount of the Bonds then Outstanding affected thereby, amend, add to, or rescind any of the provisions of this Order; provided, however, that, without the consent of all Owners of Outstanding Bonds, no such amendment, addition, or rescission shall (1) extend the time or times of payment of the principal of, and interest on the Bonds, reduce the principal amount thereof, the redemption price therefor, or the rate of interest thereon, or in any other way modify the terms of payment of the principal of or interest on the Bonds, (2) give any preference to any Bond over any other Bond, or (3) reduce the aggregate principal amount of Bonds required for consent to any such amendment, addition, or rescission.

SECTION 27. Benefits of the Order. Nothing in this Order, expressed or implied, is intended or shall be construed to confer upon any person other than the County, Bond Counsel, the Paying Agent/Registrar, and the Owners, any right, remedy, or claim, legal or equitable, under or by reason of this Order or any provision hereof, this Order and all its provisions being intended to be and being for the sole and exclusive benefit of the County, Bond Counsel, the Paying Agent/Registrar, and the Owners.

SECTION 28. Inconsistent Provisions. All orders and resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Order are hereby repealed to the extent of such conflict, and the provisions of this Order shall be and remain controlling as to the matters ordered herein.

SECTION 29. Governing Law. This Order shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

SECTION 30. Severability. If any provision of this Order or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Order and the application of such provision to other persons and circumstances shall nevertheless be valid, and the Commissioners Court hereby declares that this Order would have been enacted without such invalid provision.

SECTION 31. Incorporation of Preamble Recitals. The recitals contained in the preamble to the Order are hereby found to be true, and such recitals are hereby made a part of this Order for all purposes and are adopted as a part of the judgment and findings of the Commissioners Court.

SECTION 32. Construction of Terms. If appropriate in the context of this Order, 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.

SECTION 33. Authorization of Paying Agent/Registrar Agreement. The Commissioners Court of the County hereby finds and determines that it is in the best interest of the County to authorize the execution of a Paying Agent/Registrar Agreement concerning the payment, exchange, registration, and transferability of the Bonds. A copy of the Paying Agent/Registrar Agreement is attached hereto, in substantially final form, as *Exhibit A* and is incorporated by reference to the provisions of this Order.

SECTION 34. Public Meeting. It is officially found, determined, and declared that the meeting at which this Order is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Order, was given, all as required by Chapter 551, as amended, Texas Government Code.

SECTION 35. Unavailability of Authorized Publication. If, because of the temporary or permanent suspension of any newspaper, journal, or other publication, or, for any reason, publication of notice cannot be made meeting any requirements herein established, any notice required to be published by the provisions of this Order shall be given in such other manner and at such time or times as in the judgment of the County or of the Paying Agent/Registrar shall most effectively approximate such required publication and the giving of such notice in such manner shall for all purposes of this Order be deemed to be in compliance with the requirements for publication thereof.

SECTION 36. No Recourse Against County Officials. No recourse shall be had for the payment of principal of, premium, if any, or interest on any Bond or for any claim based thereon or on this Order against any official of the County or any person executing any Bond.

SECTION 37. Continuing Disclosure Undertaking.

A. Definitions.

As used in this Section, the following terms have the meanings ascribed to such terms below:

"*EMMA*" means the MSRB's Electronic Municipal Market Access system, accessible by the general public, without charge, on the internet through the uniform resource locator (URL) http://www.emma.msrb.org.

"Financial Obligation" means a (a) debt obligation; (b) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (c) guarantee of a debt obligation or any such derivative instrument; provided that "financial obligation" shall not include municipal securities (as defined in the Securities Exchange Act of 1934, as amended) as to which a final official statement (as defined in the Rule) has been provided to the MSRB consistent with the Rule.

"*MSRB*" means the Municipal Securities Rulemaking Board.

"*SEC*" means the United States Securities and Exchange Commission.

B. Annual Reports.

The County shall file annually with the MSRB, on or before March 31 of each year (or if the County's Fiscal Year changes, within six months after the end of each Fiscal Year) commencing with Fiscal Year ending September 30, 2022 or the Fiscal Year ending designated in an Approval Certificate, financial information and operating data with respect to the County of the general type included in the final Official Statement or Private Placement Memorandum, as applicable, authorized by Section 19 of this Order being the information described in *Exhibit B* hereto and if not provided as part of such financial information and operating data, audited financial statements of the County, when and if available. Any financial statements so to be provided shall be (i) prepared in accordance with the accounting principles described in *Exhibit B* hereto, or such other accounting principles as the County may be required to employ from time to time pursuant to state law or regulation, and (ii) audited, if the County commissions an audit of such statements and the audit is completed within the period during which they must be provided. If the audit of such financial statements is not complete within such period, then the County shall provide unaudited financial statements within such period and audited for the applicable fiscal year to the MSRB, when and if the audit report on such statements becomes available. Under current Texas law, including, but not limited to, Chapter 103, as amended, Texas Local Government Code, the County must have its records and accounts audited annually and shall have an annual financial statement prepared based on the audit. The annual financial statement, including the auditor's opinion on the statement, shall be filed in the office of the County Auditor on or before March 31 of each year (or if the County's Fiscal Year changes, within 180 days after the last day of the County's Fiscal Year).

The financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific reference to any document available to the public on EMMA or filed with the SEC.

C. Event Notices.

The County shall provide notice of any of the following events with respect to the Bonds to the MSRB in a timely manner and not more than 10 business days after occurrence of the event:

(1) Principal and interest payment delinquencies;

(2) Non-payment related defaults, if material;

(3) Unscheduled draws on debt service reserves reflecting financial difficulties;

(4) Unscheduled draws on credit enhancements reflecting financial difficulties;

(5) Substitution of credit or liquidity providers, or their failure to perform;

(6) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB), or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;

(7) Modifications to rights of holders of bonds, if material;

(8) Bond calls, if material, and tender offers;

(9) Defeasances;

(10) Release, substitution, or sale of property securing repayment of bonds, if material;

(11) Rating changes;

(12) Bankruptcy, insolvency, receivership, or similar event of the County, which shall occur as described below;

(13) The consummation of a merger, consolidation, or acquisition involving the County or the sale of all or substantially all of its assets, other than in the ordinary course of business, the entry into of a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;

(14) Appointment of a successor or additional trustee or the change of name of a trustee, if material;

(15) Incurrence of a Financial Obligation of the County, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the County, any of which affect security holders, if material; and

(16) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the County, any of which reflect financial difficulties.

For these purposes, (a) any event described in the immediately preceding paragraph (12) is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for the County in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the County, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers of the County in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the County, and (b) the County intends the words used in the immediately preceding paragraphs (15) and (16) and the definition of Financial Obligation in this Section to have the same meanings as when they are used in the Rule, as evidenced by SEC Release No. 34-83885, dated August 20, 2018.

The County shall file notice with the MSRB, in a timely manner, of any failure by the County to provide financial information or operating data in accordance with Subsection B of this Section by the time required by such Subsection.

D. Limitations, Disclaimers, and Amendments.

The County shall be obligated to observe and perform the covenants specified in this Section for so long as, but only for so long as, the County remains an "obligated person" with respect to the Bonds within the meaning of the Rule, except that the County in any event will give notice of any deposit that causes the Bonds to be no longer Outstanding.

The provisions of this Section are for the sole benefit of the Owners and beneficial owners of the Bonds, and nothing in this Section, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The County undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Section and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the County's financial results, condition, or prospects or hereby undertake to update any information provided in accordance with this Section or otherwise, except as expressly provided herein. The County does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Bonds at any future date.

UNDER NO CIRCUMSTANCES SHALL THE COUNTY BE LIABLE TO THE OWNER OF ANY BOND OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR

DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE COUNTY, WHETHER NEGLIGENT OR WITH OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS SECTION, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR *MANDAMUS* OR SPECIFIC PERFORMANCE.

No default by the County in observing or performing its obligations under this Section shall constitute a breach of or default under this Order for purposes of any other provision of this Order.

Nothing in this Section is intended or shall act to disclaim, waive, or otherwise limit the duties of the County under federal and state securities laws.

The provisions of this Section may be amended by the County from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the County, but only if (1) the provisions of this Section, as so amended, would have permitted an underwriter to purchase or sell Bonds in the primary offering of the Bonds in compliance with the Rule, taking into account any amendments or interpretations of the Rule to the date of such amendment, as well as such changed circumstances, and (2) either (a) the Owners of a majority in aggregate principal amount (or any greater amount required by any other provision of this Order that authorizes such an amendment) of the Outstanding Bonds consent to such amendment or (b) a person that is unaffiliated with the County (such as Bond Counsel) determines that such amendment will not materially impair the interests of the Owners and beneficial owners of the Bonds. The County may also repeal or amend the provisions of this Section if the SEC amends or repeals the applicable provisions of the Rule or any court of final jurisdiction enters judgment that such provisions of the Rule are invalid, and the County also may amend the provisions of this Section in its discretion in any other manner or circumstance, but in either case only if and to the extent that the provisions of this sentence would not have prevented an underwriter from lawfully purchasing or selling Bonds in the primary offering of the Bonds, giving effect to (a) such provisions as so amended and (b) any amendments or interpretations of the Rule. If the County so amends the provisions of this Section, it shall include with any amended financial information or operating data next provided in accordance with subsection B of this Section an explanation, in narrative form, of the reasons for the amendment and of the impact of any change in the type of financial information or operating data so provided. If the County so amends the provisions of this Section, the County shall include with any amended financial information or operating data next provided in accordance with this Section an explanation, in narrative form, of the reasons for the amendment and of the impact of any change in the type of financial information or operating data so provided.

E. Information Format; Incorporation by Reference.

The County information required under this Section shall be filed with the MSRB through EMMA in such format and accompanied by such identifying information as may be specified from time to time thereby. Under the current rules of the MSRB, continuing disclosure documents submitted to EMMA must be in word-searchable portable document format (PDF) files that permit the document to be saved, viewed, printed, and retransmitted by electronic means and the series of

obligations to which such continuing disclosure documents relate must be identified by CUSIP number or numbers.

Financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific reference to any document (including an official statement or other offering document) available to the public through EMMA or filed with the United States Securities and Exchange Commission.

SECTION 38. Book-Entry Only System.

It is intended that the Bonds initially be registered so as to participate in a securities depository system (the "DTC System") with the Depository Trust Company, New York, New York, or any successor entity thereto ("DTC"), as set forth herein. Each Stated Maturity of the Bonds shall be issued (following cancellation of the Initial Bond(s)) in the form of a separate single definitive Bond. Upon issuance, the ownership of each such Bond shall be registered in the name of Cede & Co., as the nominee of DTC, and all of the Outstanding Bonds shall be registered in the name of Cede & Co., as the nominee of DTC. The County and the Paying Agent/Registrar are authorized to execute, deliver, and take the actions set forth in such letters to or agreements with DTC as shall be necessary to effectuate the DTC System, including the Representation Letter.

With respect to the Bonds registered in the name of Cede & Co., as nominee of DTC, the County and the Paying Agent/Registrar shall have no responsibility or obligation to any broker-dealer, bank, or other financial institution for which DTC holds the Bonds from time to time as securities depository (a "Depository Participant") or to any person on behalf of whom such a Depository Participant holds an interest in the Bonds (an "Indirect Participant"). Without limiting the immediately preceding sentence, the County and the Paying Agent/Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co., or any Depository Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any Depository Participant or any other person, other than a registered owner of the Bonds, as shown on the Security Register, of any notice with respect to the Bonds, including any notice of redemption, or (iii) the delivery to any Depository Participant or any Indirect Participant or any other Person, other than an Owner of a Bond, of any amount with respect to principal of, premium, if any, or interest on the Bonds. While in the DTC System, no person other than Cede & Co., or any successor thereto, as nominee for DTC, shall receive a Bond evidencing the obligation of the County to make payments of principal, premium, if any, and interest pursuant to this Order. Upon delivery by DTC to the Paying Agent/Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions in this Order with respect to interest checks or drafts being mailed to the Owner, the word "Cede & Co." in this Order shall refer to such new nominee of DTC.

In the event that (a) the County determines that DTC is incapable of discharging its responsibilities described herein and in the Representation Letter, (b) the Representation Letter shall be terminated for any reason, or (c) DTC or the County determines that it is in the best interest of the beneficial owners of the Bonds that they be able to obtain certificated Bonds, the County shall notify the Paying Agent/Registrar, DTC, and the Depository Participants of the availability within a reasonable period of time through DTC of bond certificates, and the Bonds shall no longer be restricted to being registered in the name of Cede & Co., as nominee of DTC. At that time, the

County may determine that the Bonds shall be registered in the name of and deposited with a successor depository operating a securities depository system, as may be acceptable to the County, or such depository's agent or designee, and if the County and the Paying Agent/Registrar do not select such alternate securities depository system then the Bonds may be registered in whatever name or names the Owners of Bonds transferring or exchanging the Bonds shall designate, in accordance with the provisions hereof.

Notwithstanding any other provision of this Order to the contrary, so long as any Bond is registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of, premium, if any, and interest on such Bond and all notices with respect to such Bond shall be made and given, respectively, in the manner provided in the Representation Letter.

SECTION 39. Further Procedures. The officers and employees of the County are hereby authorized, empowered and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge and deliver in the name and under the corporate seal and on behalf of the County all such instruments, whether or not herein mentioned, as may be necessary or desirable in order to carry out the terms and provisions of this Order, the initial sale and delivery of the Bonds, the Paying Agent/Registrar Agreement, the Purchase Contract, if applicable, and the Official Statement or Private Placement Memorandum, as applicable. Such authorization shall include, but not be limited to, the authority to take all actions necessary to apply for and obtain one or more credit ratings for the Bonds and to execute agreements or other instruments necessary or appropriate in connection therewith. In addition, prior to the initial delivery of the Bonds, the County Judge, or the County Clerk and Bond Counsel are hereby authorized and directed to approve any technical changes or corrections to this Order or to any of the instruments authorized and approved by this Order necessary in order to (i) correct any ambiguity or mistake or properly or more completely document the transactions contemplated and approved by this Order and as described in the Official Statement or Private Placement Memorandum, as applicable, (ii) obtain a rating from any of the national bond rating agencies, or (iii) obtain the approval of the Bonds by the Texas Attorney General's office. In case any officer of the County whose signature shall appear on any certificate shall cease to be such officer before the delivery of such certificate, such signature shall nevertheless be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery.

SECTION 40. Attorney General Examination Fee. The County recognizes that under Section 1202.004, Texas Government Code, the Attorney General of Texas requires a nonrefundable examination fee be paid at the time of submission of the transcript of the proceedings authorizing the Bonds and that such fee is to be calculated as provided in said Section 1202.004. Bond Counsel is accommodating the County by paying such fee upon such submission of such transcript. Officials of the County are, however, hereby authorized to reimburse Bond Counsel such amount as soon as possible and whether or not the Bonds are ever delivered and such amount is hereby appropriated from available funds for such purpose. The County is also authorized to reimburse the fund used for such repayment with proceeds of the Bonds.

SECTION 41. Effective Date. This Order shall be in force and effect from and after its final passage, and it is so ordered.

[*The remainder of this page intentionally left blank. Signature page follows.*]

PASSED AND ADOPTED on the 13th day of September, 2022.

HAYS COUNTY, TEXAS

_____
County Judge

ATTEST:

_____
County Clerk and Ex-Officio Clerk
of the Commissioners Court

(SEAL OF COMMISSIONERS COURT)

SCHEDULE I – Form of Approval Certificate
EXHIBIT A – Form of Paying Agent/Registrar Agreement
EXHIBIT B – Description of Annual Financial Information

SCHEDULE I

APPROVAL CERTIFICATE

I, the undersigned, _____, _____ of Hays County, Texas (the "County"), pursuant to Section 2 of the order adopted on September 13, 2022 (the "Order") authorizing the issuance of obligations designated as "Hays County, Texas Limited Tax Bonds, Series _____" (the "Bonds") do hereby approve the following terms of the Bonds:

1. The method of sale of the Bonds is by _____.

2. The Bonds are hereby sold and delivered to _____ (the "Initial Purchaser") for cash at a price of $_____ (representing the original principal amount of the Bonds of $_____, plus an original issue reoffering premium on the Bonds of $_____, [plus accrued interest in the amount of $_____,] and less an underwriter's discount of $_____), according to the following terms:

OR

The Bonds are hereby sold and shall be delivered to _____, acting on behalf of itself and _____ and _____ (collectively, the "Initial Purchaser") pursuant to the terms of the Purchase Contract, dated _____, 20__, between the County and the Initial Purchaser, for cash at a price of $_____ (being the par amount of the Bonds, less an underwriters' discount of $_____, plus a net reoffering premium of $_____), [plus accrued interest in the amount of $_____,] according to the following terms:

(i) the Bonds are dated _____;

(ii) the maturity schedule for the Bonds is as set forth below:

Years of Stated Maturity (____)	Principal Amounts($)	Interest Rates(%)

(iii) interest on the Bonds will accrue from _____ and will be payable _____ and _____ in each year commencing _____.

(iv) [the Bonds stated to mature on _____, 20__ are referred to as the "Term Bonds". The Term Bonds are subject to mandatory sinking fund redemption prior to their stated maturities from money required to be deposited in the Bond Fund for such

purpose and shall be redeemed in part, by lot or other customary method, at the principal amount thereof plus accrued interest to the date of redemption in the following principal amounts on _____ in each of the years as set forth below:

Term Bonds
Stated to Mature
on _____, 20__

Year	Principal Amount ($)
20__	
20__	*

*Stated Maturity.

The principal amount of a Term Bond required to be redeemed pursuant to the operation of such mandatory redemption provisions shall be reduced, at the option of the County, by the principal amount of any Term Bonds of such Stated Maturity which, at least 45 days prior to the mandatory redemption date (1) shall have been defeased or acquired by the County and delivered to the Paying Agent/Registrar for cancellation, (2) shall have been purchased and canceled by the Paying Agent/Registrar at the request of the County with money in the Bond Fund, or (3) shall have been redeemed pursuant to the optional redemption provisions set forth in the Order and not theretofore credited against a mandatory redemption requirement;]

(v) [the Bonds having Stated Maturities on and after _____, 20__, shall be subject to redemption prior to Stated Maturity, at the option of the County, on _____, 20__, or on any date thereafter, in whole or in part, in principal amounts of $5,000 or any integral multiple thereof (and if within a Stated Maturity selected at random and by lot by the Paying Agent/Registrar), at the redemption price of par plus accrued interest to the date of redemption;]

(vi) the Form of Bonds shall be substantially in the forms set forth in Section 8 of the Order and *Exhibit A* attached hereto with appropriate insertions, and omissions, and substitutions completed in accordance with this Approval Certificate;

3. the County hereby finds that the principal amount of the Bonds, in the amount of $_____, [plus $_____ of the net reoffering premium generated in connection with the sale thereof] will be allocable to park facilities projects identified in the Park Proposition and hereby determines that such principal amount shall count against the from the Park Proposition as follows:]

Purposes	Amounts Authorized	Amounts Previously Issued	Amounts Sold this Sale	Premium Allocated to Voted Authorization	Unissued Bonds
Parks	$75,000,000	$43,825,000	$_____	$_____	$_____

4. [The County hereby ratifies, confirms, and approves in all respects (a) the Preliminary Official Statement was, as of its date, "deemed final" in accordance with United States

Securities and Exchange Commission Rule 15c2-12 and (b) the use and distribution of the Preliminary Official Statement by the Initial Purchaser in connection with the public offering and sale of the Bonds. The final Official Statement, being a modification and amendment of the Preliminary Official Statement to reflect the terms of sale, attached to the Purchase Contract (together with such changes approved by an Authorized Representative), shall be and is hereby in all respects approved and the Initial Purchaser are hereby authorized to use and distribute the final Official Statement, dated _____, 20__, in the reoffering, sale and delivery of the Bonds to the public.][The County hereby ratifies, confirms, and approves in all respects the use and distribution of the Private Placement Memorandum in connection with the sale of the Bonds.]

5. The Paying Agent/Registrar of the Bonds is _____.

6. [The bond insurer of the Bonds is _____.]

7. The net effective interest rate on the Bonds is _____%.

8. Bond proceeds, including the net premium, shall be deposited or used as follows: (a) $_____ shall be deposited to the Bond Fund as accrued interest, (b) $_____ shall be deposited into the construction fund, (c) $_____ shall be used to pay costs of issuance, including underwriters' discount, and (d) $_____ shall be deposited into the Bond Fund as excess premium.

9. Net original issue premium from the sale of the Bonds in the amount of $_____ is allocated in the following manner: (a) $_____ to pay the Initial Purchaser's compensation, (b) $_____ is allocated against the County's voted authorization and shall be deposited to the construction fund, (c) $_____ to pay certain costs of issuance and (d) $_____ shall be deposited to the Bond Fund as the rounding amount.

10. The County hereby confirms the representations, covenants, and warranties made with respect to continuing disclosure undertaking in Section 37 of the Order and *Exhibit B* attached hereto.

11. The undersigned Authorized Representative, upon consultation with the County's financial advisor, hereby determines that the terms of the sale as set forth in this Certificate and the Order are in the County's best interest.

12. In accordance with the requirements of the Order, this Certificate complies with and satisfies the terms and provisions of the Order in accordance with the delegation contained herein.

13. Capitalized terms utilized herein and not defined shall have the meanings ascribed thereto in the Order.

* * *

EXECUTED AND DELIVERED THIS _____, 20__.

HAYS COUNTY, TEXAS

By: _____
Title: _____

EXHIBIT A

PAYING AGENT/REGISTRAR AGREEMENT

THIS PAYING AGENT/REGISTRAR AGREEMENT entered into as of _____, 20__ (this "Agreement"), by and between the HAYS COUNTY, TEXAS (the "Issuer"), and _____, _____, a banking association duly organized and existing under the laws of the United States of America (the "Bank").

RECITALS

WHEREAS, the Issuer has duly authorized and provided for the issuance of its "Hays County, Texas Limited Tax Bonds, Series 20__" (the "Securities"), such Securities to be issued in fully registered form only as to the payment of principal and interest thereon;

WHEREAS, the Securities are scheduled to be delivered to the initial purchaser thereof as provided in the Order;

WHEREAS, the Issuer has selected the Bank to serve as Paying Agent/Registrar in connection with the payment of the principal of and interest on the Securities and with respect to the registration, transfer, and exchange thereof by the registered owners thereof;

WHEREAS, the Bank has agreed to serve in such capacities for and on behalf of the Issuer and has full power and authority to perform and serve as Paying Agent/Registrar for the Securities;

NOW, THEREFORE, it is mutually agreed as follows:

ARTICLE I. APPOINTMENT OF BANK
AS PAYING AGENT AND REGISTRAR

Section 1.01. Appointment. The Issuer hereby appoints the Bank to serve as Paying Agent with respect to the Securities. As Paying Agent for the Securities, the Bank shall be responsible for paying on behalf of the Issuer the principal of and interest on the Securities as the same become due and payable to the registered owners thereof, all in accordance with this Agreement and the Order.

The Issuer hereby appoints the Bank as Registrar with respect to the Securities. As Registrar for the Securities, the Bank shall keep and maintain for and on behalf of the Issuer books and records as to the ownership of said Securities and with respect to the transfer and exchange thereof as provided herein and in the Order.

The Bank hereby accepts its appointment, and agrees to serve as the Paying Agent and Registrar for the Securities.

Section 1.02. Compensation. As compensation for the Bank's services as Paying Agent/Registrar, the Issuer hereby agrees to pay the Bank the fees and amounts set forth in Schedule A attached hereto for the first year of this Agreement and thereafter the fees and amounts set forth in the Bank's current fee schedule then in effect for services as Paying Agent/Registrar for municipalities, which shall be supplied to the Issuer on or before 90 days prior to the close of

the Fiscal Year of the Issuer, and shall be effective upon the first day of the following Fiscal Year. The Issuer covenants to provide notice to the Bank upon any change in the Issuer's Fiscal Year within ten (10) business days of the governing body of the Issuer's decision to change the Fiscal Year of the Issuer.

In addition, the Issuer agrees to reimburse the Bank, upon its request, for all reasonable expenses, disbursements, and advances incurred or made by the Bank in accordance with any of the provisions hereof (including the reasonable compensation and the expenses and disbursements of its agents and counsel).

ARTICLE II. DEFINITIONS

Section 2.01. Definitions. For all purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires:

"Approval Certificate" means one or more approval certificates approved by an Authorized Representative in connection with the issuance of a series of Securities issued under the Order.

"Authorized Representative" means one or more of the County Judge, County Clerk and Ex-Officio Clerk of the Commissioners Court, County Treasurer, County Auditor and/or the General Counsel to the Commissioners Court.

"Bank Office" means the designated principal corporate trust office of the Bank as indicated on the signature page hereof. The Bank will notify the Issuer in writing of any change in location of the Bank Office.

"Bank Principal Payment Office" means _____, _____.

"Commissioners Court" means the Commissioners Court of Hays County, Texas.

"Financial Advisor" means Specialized Public Finance Inc., or any successors thereto.

"Fiscal Year" means the fiscal year of the Issuer, ending September 30, as same may be modified by the County.

"Owner" and "Security Owner" each means any Person who shall be the registered owner of any outstanding Bonds on the Security Register; provided, however, if the Bonds are in a securities depository system, registered owner shall include the beneficial own of the Bonds.

"Issuer Request" means a written request or order signed in the name of the Issuer by the Authorized Representative of the Issuer, any one or more of said officials, delivered to the Bank.

"Order" means the order of the governing body of the Issuer pursuant to which the Securities are issued, certified by the County Clerk of the Commissioners Court of Hays County, Texas, or any other officer of the Issuer, together with the Approval Certificate.

"Person" means any individual, corporation, partnership, joint venture, association, joint stock company, trust, unincorporated organization or government, or any agency or political subdivision of a government.

"Predecessor Securities" of any particular Security means every previous Security evidencing all or a portion of the same obligation as that evidenced by such particular Security (and, for the purposes of this definition, any mutilated, lost, destroyed, or stolen Security for which a replacement Security has been registered and delivered in lieu thereof pursuant to the Order).

"Redemption Date" when used with respect to any Security to be redeemed means the date fixed for such redemption pursuant to the terms of the Order.

"Responsible Officer" when used with respect to the Bank means the Chairman or Vice-Chairman of the Board of Directors, the Chairman or Vice-chairman of the Executive Committee of the Board of Directors, the President, any Vice President, the Secretary, any Assistant Secretary, the Treasurer, any Assistant Treasurer, the Cashier, any Assistant Cashier, any Trust Officer or Assistant Trust Officer, or any other officer of the Bank customarily performing functions similar to those performed by any of the above designated officers and also means, with respect to a particular corporate trust matter, any other officer to whom such matter is referred because of his knowledge of and familiarity with the particular subject.

"Security Register" means a register maintained by the Bank on behalf of the Issuer providing for the registration and transfer of the Securities.

"Stated Maturity" means the date specified in the Order the principal of a Security is scheduled to be due and payable.

Section 2.02. Other Definitions. The terms "Bank", "Issuer", and "Securities (Security)" have the meanings assigned to them in the recital paragraphs of this Agreement.

The term "Paying Agent/Registrar" refers to the Bank in the performance of the duties and functions of this Agreement.

ARTICLE III. PAYING AGENT

Section 3.01. Duties of Paying Agent. As Paying Agent, the Bank shall, provided adequate collected funds have been provided to it for such purpose by or on behalf of the Issuer, pay on behalf of the Issuer the principal of each Security at its Stated Maturity, Redemption Date, or Acceleration Date, to the Owner upon surrender of the Security to the Bank at the Bank Principal Payment Office.

As Paying Agent, the Bank shall, provided adequate collected funds have been provided to it for such purpose by or on behalf of the Issuer, pay on behalf of the Issuer the interest on each Security when due, by computing the amount of interest to be paid each Owner and preparing and sending checks by United States mail, first class postage prepaid, on each payment date, to the Owners of the Securities (or their Predecessor Securities) on the respective Record Date, to the address appearing on the Security Register or by such other method, acceptable to the Bank, requested in writing by the Owner at the Owner's risk and expense.

Section 3.02. Payment Dates. The Issuer hereby instructs the Bank to pay the principal of and interest on the Securities on the dates specified in the Order.

ARTICLE IV. REGISTRAR

Section 4.01. Security Register; Transfers and Exchanges. The Bank agrees to keep and maintain for and on behalf of the Issuer at the Bank Principal Payment Office books and records (herein sometimes referred to as the "Security Register") for recording the names and addresses of the Owners of the Securities, the transfer, exchange, and replacement of the Securities, and the payment of the principal of and interest on the Securities to the Owners and containing such other information as may be reasonably required by the Issuer and subject to such reasonable regulations as the Issuer and the Bank may prescribe. All transfers, exchanges, and replacement of Securities shall be noted in the Security Register.

Every Security surrendered for transfer or exchange shall be duly endorsed or be accompanied by a written instrument of transfer, the signature on which has been guaranteed by an officer of a federal or state bank or a member of the National Association of Securities Dealers, in form satisfactory to the Bank, duly executed by the Owner thereof or his agent duly authorized in writing.

The Bank may request any supporting documentation it feels necessary to effect a re-registration, transfer, or exchange of the Securities.

To the extent possible and under reasonable circumstances, the Bank agrees that, in relation to an exchange or transfer of Securities, the exchange or transfer by the Owners thereof will be completed and new Securities delivered to the Owner or the assignee of the Owner in not more than three business days after the receipt of the Securities to be cancelled in an exchange or transfer and the written instrument of transfer or request for exchange duly executed by the Owner, or his duly authorized agent, in form and manner satisfactory to the Paying Agent/Registrar.

Section 4.02. Securities. The Issuer shall provide an adequate inventory of printed Securities to facilitate transfers or exchanges thereof. The Bank covenants that the inventory of printed Securities will be kept in safekeeping pending their use, and reasonable care will be exercised by the Bank in maintaining such Securities in safekeeping, which shall be not less than the care maintained by the Bank for debt securities of other political subdivisions or corporations for which it serves as registrar, or that is maintained for its own securities.

Section 4.03. Form of Security Register. The Bank, as Registrar, will maintain the Security Register relating to the registration, payment, transfer, and exchange of the Securities in accordance with the Bank's general practices and procedures in effect from time to time. The Bank shall not be obligated to maintain such Security Register in any form other than those which the Bank has currently available and currently utilizes at the time.

The Security Register may be maintained in written form or in any other form capable of being converted into written form within a reasonable time.

Section 4.04. List of Security Owners. The Bank will provide the Issuer at any time requested by the Issuer, upon payment of the required fee, a copy of the information contained in the Security Register. The Issuer may also inspect the information contained in the Security Register at any time the Bank is customarily open for business, provided that reasonable time is allowed the Bank to provide an up-to-date listing or to convert the information into written form.

Unless required by law, the Bank will not release or disclose the contents of the Security Register to any Person other than an authorized officer or employee of the Issuer or to another Person, upon receipt of an Issuer Request, except upon receipt of a court order or as otherwise required by law. Upon receipt of a court order and prior to the release or disclosure of the contents of the Security Register, the Bank will notify the Issuer so that the Issuer may contest the court order or such release or disclosure of the contents of the Security Register.

Section 4.05. Return of Cancelled Securities. All Securities surrendered for payment, redemption, transfer, exchange, or replacement, if surrendered to the Bank, shall be promptly cancelled by it and, if surrendered to the Issuer, shall be delivered to the Bank and, if not already cancelled, shall be promptly cancelled by the Bank. The Issuer may at any time deliver to the Bank for cancellation any Securities previously authenticated and delivered which the Issuer may have acquired in any manner whatsoever, and all Securities so delivered shall be promptly cancelled by the Bank. All cancelled Securities held by the Bank shall be destroyed, and evidence of such destruction furnished to the Issuer at such reasonable intervals as it determines subject to applicable rules and regulations of the Securities and Exchange Commission.

Section 4.06. Mutilated, Destroyed, Lost, or Stolen Securities. The Issuer hereby instructs the Bank, subject to the applicable provisions of the Order, to deliver and issue Securities in exchange for or in lieu of mutilated, destroyed, lost, or stolen Securities as long as the same does not result in an over issuance.

In case any Security shall be mutilated, or destroyed, lost, or stolen, the Bank, in its discretion, may execute and deliver a replacement Security of like form and tenor, and in the same denomination and bearing a number not contemporaneously outstanding, in exchange and substitution for such mutilated Security, or in lieu of and in substitution for such destroyed lost or stolen Security, only after (i) the filing by the Owner thereof with the Bank of evidence satisfactory to the Bank of the destruction, loss, or theft of such Security, and of the authenticity of the ownership thereof and (ii) the furnishing to the Bank of indemnification in an amount satisfactory to hold the Issuer and the Bank harmless. All expenses and charges associated with such indemnity and with the preparation, execution, and delivery of a replacement Security shall be borne by the Owner of the Security mutilated, or destroyed, lost, or stolen.

Section 4.07. Transaction Information to Issuer. The Bank will, within a reasonable time after receipt of written request from the Issuer, furnish the Issuer information as to the Securities it has paid pursuant to Section 3.01, Securities it has delivered upon the transfer or exchange of any Securities pursuant to Section 4.01, and Securities it has delivered in exchange for or in lieu of mutilated, destroyed, lost, or stolen Securities pursuant to Section 4.06.

ARTICLE V. THE BANK

Section 5.01. Duties of Bank. The Bank undertakes to perform the duties set forth herein and agrees to use reasonable care in the performance thereof. The Bank is also authorized to transfer funds relating to the closing and final delivery of the Securities in the manner disclosed in the closing memorandum as prepared by the Issuer's Financial Advisor or other agent. The Bank may act on a facsimile or e-mail transmission of the closing memorandum acknowledged by the Financial Advisor or the Issuer as the final closing memorandum. The Bank shall not be liable for

any losses, costs, or expenses arising directly or indirectly from the Bank's reliance upon and compliance with such instructions.

Section 5.02. Transfer of Funds. The Bank is also authorized to transfer funds relating to the closing and initial delivery of the Securities in the manner disclosed in the closing memorandum approved by the Issuer as prepared by the Issuer's Financial Advisor or other agent.

Section 5.03. Reliance on Documents, Etc. (a) The Bank may conclusively rely, as to the truth of the statements and correctness of the opinions expressed therein, on certificates or opinions furnished to the Bank.

(b) The Bank shall not be liable for any error of judgment made in good faith by a Responsible Officer, unless it shall be proved that the Bank was negligent in ascertaining the pertinent facts.

(c) No provisions of this Agreement shall require the Bank to expend or risk its own funds or otherwise incur any financial liability for performance of any of its duties hereunder, or in the exercise of any of its rights or powers, if it shall have reasonable grounds for believing that repayment of such funds or adequate indemnity satisfactory to it against such risks or liability is not assured to it.

(d) The Bank may rely and shall be protected in acting or refraining from acting upon any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, note, security, or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or parties. Without limiting the generality of the foregoing statement, the Bank need not examine the ownership of any Securities, but is protected in acting upon receipt of Securities containing an endorsement or instruction of transfer or power of transfer which appears on its face to be signed by the Owner or an agent of the Owner. The Bank shall not be bound to make any investigation into the facts or matters stated in a resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, note, security, or other paper or document supplied by Issuer.

(e) The Bank may consult with counsel, and the written advice of such counsel or any opinion of counsel shall be full and complete authorization and protection with respect to any action taken, suffered, or omitted by it hereunder in good faith and in reliance thereon.

(f) The Bank may exercise any of the powers hereunder and perform any duties hereunder either directly or by or through agents or attorneys of the Bank.

Section 5.04. Recitals of Issuer. The recitals contained herein with respect to the Issuer and in the Securities shall be taken as the statements of the Issuer, and the Bank assumes no responsibility for their correctness.

The Bank shall in no event be liable to the Issuer, any Owner or Owners of any Security, or any other Person for any amount due on any Security from its own funds.

Section 5.05. May Hold Securities. The Bank, in its individual or any other capacity, may become the owner or pledgee of Securities and may otherwise deal with the Issuer with the same rights it would have if it were not the Paying Agent/Registrar, or any other agent.

Section 5.06. Money Held by Bank. A special depository account shall at all times be kept and maintained by the Bank for the receipt, safekeeping, and disbursement of money received from the Issuer and held hereunder for the payment of the Securities, and money deposited to the credit of such account until paid to the Owners of the Securities, to the extent permitted by law, shall be continuously collateralized by securities or obligations which qualify and are eligible under the laws of the State of Texas to secure and be pledged as collateral for deposits of public funds by an instrumentality and political subdivision of the State of Texas to the extent that such money is not insured by the Federal Deposit Insurance Corporation. Payments made from such account shall be made by check drawn on such account unless the owner of such Securities shall, at its own expense and risk, request such other medium of payment.

All funds at any time and from time to time provided to or held by the Bank hereunder shall be deemed, construed, and considered for all purposes as being provided to or held by the Bank in trust. The Bank acknowledges, covenants, and represents that it is acting herein in trust in relation to such funds, and is not accepting, holding, administering, or applying such funds as a banking depository, but solely as a paying agent for and on behalf of the Security thereto. The Owners shall be entitled to the same preferred claim and first lien on the funds so provided as are enjoyed by the beneficiaries of trust funds generally. The funds provided to the Bank hereunder shall not be subject to warrants, drafts or checks drawn by the Issuer and, except as expressly provided herein, shall not be subject to compromise, setoff, or other charge or diminution by the Bank.

The Bank shall be under no liability for interest on any money received by it hereunder.

Subject to the unclaimed property laws of the State of Texas and any provisions in the Resolution to the contrary, any money deposited with the Bank for the payment of the principal, premium (if any), or interest on any Security and remaining unclaimed for three years after final maturity of the Security has become due and payable will be paid by the Bank to the issuer, and the Owner of such Security shall thereafter look only to the Issuer for payment thereof, and all liability of the Bank with respect to such money shall thereupon cease. If the Issuer does not elect, the Bank is directed to report and dispose of the funds in compliance with Title 6 of the Texas Property Code, as amended.

Section 5.07. Indemnification. To the extent permitted by law, the Issuer agrees to indemnify the Bank for, and hold it harmless against, any loss, liability, or expense incurred without negligence or bad faith on its part, arising out of or in connection with its acceptance or administration of its duties hereunder, including the cost and expense against any claim or liability in connection with the exercise or performance of any of its powers or duties under this Agreement.

Section 5.08. Interpleader. The Issuer and the Bank agree that the Bank may seek adjudication of any adverse claim, demand, or controversy over its person as well as funds on deposit, in either a Federal or State District Court located in the State and County where the administrative offices of the Issuer are located, and agree that service of process by certified or registered mail, return receipt requested, to the address referred to in Section 6.03 of this

Agreement shall constitute adequate service. The Issuer and the Bank further agree that the Bank has the right to file a Bill of Interpleader in any court of competent jurisdiction in the State of Texas to determine the rights of any Person claiming any interest herein.

Section 5.09. Depository Trust Company Services. It is hereby represented and warranted that, in the event the Securities are otherwise qualified and accepted for "Depository Trust Company" services or equivalent depository trust services by other organizations, the Bank has the capability and, to the extent within its control, will comply with the "Operational Arrangements" currently in effect, which establish requirements for securities to be eligible for such type depository trust services, including, but not limited to, requirements for the timeliness of payments and funds availability, transfer turnaround time, and notification of redemptions and calls.

Section 5.10. Reporting Requirements of Paying Agent/Registrar. To the extent required by the Code and the regulations promulgated and pertaining thereto, it shall be the duty of the Paying Agent/Registrar, on behalf of the Issuer, to report to the owners of the Certificates and the Internal Revenue Service (i) the amount of "reportable payments", if any, subject to backup withholding during each year and the amount of tax withheld, if any, with respect to payments of the Certificates and (ii) the amount of interest or amount treating as interest on the Certificates and required to be included in gross income of the owner thereof.

Section 5.11. Merger, Conversion, Consolidation, or Succession. Any corporation into which the Paying Agent/Registrar may be merged or converted or with which it may be consolidated, or any corporation resulting from any merger, conversion, or consolidation to which the Paying Agent/Registrar shall be a party, or any corporation succeeding to all or substantially all of the corporate trust business of the Paying Agent/Registrar shall be the successor of the Paying Agent/Registrar hereunder without the execution or filing of any paper or any further act on the part of either of the parties hereto.

ARTICLE VI. MISCELLANEOUS PROVISIONS

Section 6.01. Amendment. This Agreement may be amended only by an agreement in writing signed by both of the parties hereto.

Section 6.02. Assignment. This Agreement may not be assigned by either party without the prior written consent of the other.

Section 6.03. Notices. Any request, demand, authorization, direction, notice, consent, waiver, or other document provided or permitted hereby to be given or furnished to the Issuer or the Bank shall be mailed or delivered to the Issuer or the Bank, respectively, at the addresses shown on the signature page of this Agreement.

Section 6.04. Effect of Headings. The Article and Section headings herein are for convenience only and shall not affect the construction hereof.

Section 6.05. Successors and Assigns. All covenants and agreements herein by the Issuer shall bind its successors and assigns, whether so expressed or not.

Section 6.06. Severability. In case any provision herein shall be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

Section 6.07. Benefits of Agreement. Nothing herein, express or implied, shall give to any Person, other than the parties hereto and their successors hereunder, any benefit or any legal or equitable right, remedy, or claim hereunder.

Section 6.08. Entire Agreement. This Agreement and the Order constitute the entire agreement between the parties hereto relative to the Bank acting as Paying Agent/Registrar and if any conflict exists between this Agreement and the Order, the Order shall govern.

Section 6.09. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall constitute one and the same Agreement.

Section 6.10. Termination. This Agreement will terminate (i) on the date of final payment of the principal of and interest on the Securities to the Owners thereof or (ii) may be earlier terminated by either party upon 60 days written notice; provided, however, an early termination of this Agreement by either party shall not be effective until (a) a successor Paying Agent/Registrar has been appointed by the Issuer and such appointment accepted and (b) notice has been given to the Owners of the Securities of the appointment of a successor Paying Agent/Registrar. Furthermore, the Bank and Issuer mutually agree that the effective date of an early termination of this Agreement shall not occur at any time which would disrupt, delay, or otherwise adversely affect the payment of the Securities.

Upon an early termination of this Agreement, the Bank agrees to promptly transfer and deliver the Security Register (or a copy thereof), together with other pertinent books and records relating to the Securities, to the successor Paying Agent/Registrar designated and appointed by the Issuer.

The provisions of Section 1.02 and of Article Five shall survive and remain in full force and effect following the termination of this Agreement.

Section 6.11. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Texas.

Section 6.12 Compliance with Legislative Contracting Requirements.

(a) The Bank hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and, to the extent this Agreement is a contract for goods or services, will not boycott Israel during the term thereof. The foregoing verification is made solely to enable the Issuer to comply with Section 2271.002, Texas Government Code, as amended, 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.

(b) The Bank represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, as amended, and posted on any of the following pages of such officer's Internet website:

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

The foregoing representation is made to solely to enable the Issuer to comply with Section 2252.152, Texas Government Code, as amended, and to the extent such section does not contravene applicable federal or state law and excludes the Bank 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.

(c) To the extent this Agreement constitutes a contract for goods or services for which a written verification is required under Section 2274.002 (as added by Senate Bill 13 in the 87th Texas Legislature, Regular Session), Texas Government Code, as amended, the Bank hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of this Agreement. The foregoing verification is made solely to enable the Issuer to comply with such Section and to the extent such Section does not contravene applicable Federal or Texas law. As used in the foregoing verification, "boycott energy companies," a term defined in Section 2274.001(1), Texas Government Code (as enacted by such Senate Bill) by reference to Section 809.001, Texas Government Code (also as enacted by such Senate Bill), shall mean, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by (A) above

(d) To the extent this Agreement constitutes a contract for goods or services for which a written verification is required under Section 2274.002 (as added by Senate Bill 19 in the 87th Texas Legislature, Regular Session), Texas Government Code, as amended, the Bank hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of this Agreement. The foregoing verification is made solely to enable the Issuer to comply with such Section and to the extent such Section does not contravene applicable Federal or Texas law. As used in the foregoing verification and the following definitions,

(1) "discriminate against a firearm entity or firearm trade association" a term defined in Section 2274.001(3), Texas Government Code (as enacted by such Senate Bill), (A) means, with respect to the firearm entity or firearm trade association, to (i) refuse to engage in the trade of any goods or services with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association, (ii) refrain from continuing an existing business relationship with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association, or (iii) terminate an existing business relationship with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association and (B) does not include (i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories and (ii) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship (aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency or (bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association,

(2) "firearm entity" a term defined in Section 2274.001(6), Texas Government Code (as enacted by such Senate Bill), means a manufacturer, distributor, wholesaler, supplier, or retailer of firearms (defined in Section 2274.001(4), Texas Government Code, as enacted by such Senate Bill, as weapons that expel projectiles by the action of explosive or expanding gases), firearm accessories (defined in Section 2274.001(5), Texas Government Code, as enacted by such Senate Bill, as devices specifically designed or adapted to enable an individual to wear, carry, store, or mount a firearm on the individual or on a conveyance and items used in conjunction with or mounted on a firearm that are not essential to the basic function of the firearm, including detachable firearm magazines), or ammunition (defined in Section 2274.001(1), Texas Government Code, as enacted by such Senate Bill, as a loaded cartridge case, primer, bullet, or propellant powder with or without a projectile) or a sport shooting range (defined in Section 250.001, Texas Local Government Code, as a business establishment, private club, or association that operates an area for the discharge or other use of firearms for silhouette, skeet, trap, black powder, target, self-defense, or similar recreational shooting), and

(3) "firearm trade association" a term defined in Section 2274.001(7), Texas Government Code (as enacted by such Senate Bill), means any person, corporation, unincorporated association, federation, business league, or business organization that (i) is not organized or operated for profit (and none of the net earnings of which inures to the benefit of any private shareholder or individual), (ii) has two or more firearm entities as members, and (iii) is exempt from federal income taxation under Section 501(a), Internal Revenue Code of 1986, as an organization described by Section 501(c) of that code.

(e) As used in Section 6.12(a) through 6.12(d), the Bank understands "affiliate" to mean any entity that controls, is controlled by, or is under common control with the Bank within the meaning of SEC Rule 133(f), 17. C.F.R. § 230.133(f), and exists to make a profit.

[(f) The Bank hereby represents and warrants that it is claiming an exemption from the requirements of Section 2252.908 of the Texas Government Code, as amended, pursuant to

subsection (c)(4) thereof. The Bank hereby certifies that it meets the criteria for an exemption under Section 2252.908(c)(4) of the Texas Government Code with respect to the requirement that the Bank submit a disclosure of interested parties in accordance with the provisions of Section 2252.908 of the Texas Government Code and the rules promulgated by the Texas Ethics Commission. The Bank and the Issuer understand and agree that neither the Issuer nor its consultants are responsible for the determination of the applicability of such exception to the requirements of Section 2252.908 and neither the Issuer nor its consultants have verified such information.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

_____

By:_____

Title:_____
Address: _____
_____

(BANK SEAL)

HAYS COUNTY, TEXAS

Attest:

By:_____
County Clerk and Ex-Officio Clerk
of the Commissioners Court of
Hays County

By:_____
County Judge

Address: 111 E. San Antonio Street,
Suite 300, San Marcos, Texas 78666

(SEAL OF COMMISSIONERS COURT)

Schedule A

Paying Agent/Registrar Fee Schedule

EXHIBIT B

Description of Annual Financial Information*

The following information is referred to in Section 37 of this Order.

Annual Financial Statements and Operating Data

The financial information and operating data with respect to the County to be provided annually in accordance with such Section are as specified (and included in the Appendix or under the headings of the Official Statement or Private Placement Memorandum, as applicable, referred to) below:

(1) The County's audited financial statements for the most recently concluded fiscal year or to the extent these audited financial statements are not available, the portions of the unaudited financial statements of the County appended to the Official Statement or Private Placement Memorandum, as applicable, as Appendix B, but for the most recently concluded fiscal year.

(2) Tables 1 through 5 and 7 through 12 as disclosed in the Official Statement or Private Placement Memorandum, as applicable, and in Appendix B.

Accounting Principles

The accounting principles referred to in such Section are generally accepted accounting principles for governmental units as prescribed by the Government Accounting Standards Board from time to time.

* Subject to any changes prescribed by the Approval Certificate.

CERTIFICATE OF COUNTY CLERK

THE STATE OF TEXAS §
§
COUNTY OF HAYS §

THE UNDERSIGNED HEREBY CERTIFIES that:

1. The Commissioners Court (the "Court") of Hays County, Texas (the "County"), convened on the 13th day of September, 2022 in regular session in the regular meeting place of the Court in the County Courthouse (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 order (the "Order") entitled:

> AN ORDER BY THE COMMISSIONERS COURT OF HAYS COUNTY, TEXAS AUTHORIZING THE ISSUANCE OF "HAYS COUNTY, TEXAS LIMITED TAX BONDS"; LEVYING AN ANNUAL AD VALOREM TAX, WITHIN THE LIMITATIONS PRESCRIBED BY LAW, FOR THE PAYMENT OF THE BONDS; PRESCRIBING THE FORM, TERMS, CONDITIONS, AND RESOLVING OTHER MATTERS INCIDENT AND RELATED TO THE ISSUANCE, SALE, AND DELIVERY OF THE BONDS; DELEGATING AUTHORITY TO CERTAIN MEMBERS OF THE COMMISSIONERS COURT AND COUNTY STAFF TO EXECUTE CERTAIN DOCUMENTS RELATING TO THE SALE OF THE BONDS; AUTHORIZING THE EXECUTION OF A PAYING AGENT/REGISTRAR AGREEMENT; AND PROVIDING AN EFFECTIVE DATE

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

__ voted "For" __ voted "Against" __ "Abstained"

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

2. The attached Order 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 Order would be considered; and the Meeting and deliberation of the aforesaid public business, including the subject of the Order, was posted and given in advance thereof in compliance with the provisions of Chapter 551, as amended, Texas Government Code.

[*Signature page follows*]

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 COMMISSIONERS COURT)

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Date: 09/13/2022
Requested By: Marisol Villarreal-Alonzo
Sponsor: Commissioner Ingalsbe

Agenda Item:
Discussion and possible action to retain services of ABIP, PC related to the Hays County annual financial audit pursuant to RFQ 2022-Q05 Auditing Services. **INGALSBE/VILLARREAL-ALONZO**

Summary:
On August 8, 2022, the Commissioners Court authorized Purchasing to solicit for proposals for RFQ 2022-Q05 Auditing Services. Purchasing received the following four (4) proposals:

ABIP, PC
Clifton, Larson, Allen, L.L.P.
Pattillo, Brown, and Hill, L.L.P.
Weaver and Tidell, L.L.P.

After evaluation of proposals, the evaluation committees' recommendation is to pursue an Engagement Letter for those services requested with ABIP, PC.

Fiscal Impact:
Amount Requested: TBD
Line Item Number: 001-645-00.5442

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

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

Attachments

RFQ 2022-Q05 Tabulation

RFQ 2022-Q05 Auditing Services
Bid Tabulation

Firm	Averages	
	Score	Rank
abip, PC	95	1
Clifton, Larson, Allen, L.L.P.	83	4
Pattillo, Brown, and Hill, L.L.P.	86	2
Weaver and Tidwell, L.L.P.	85	3

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Date: 09/13/2022

Requested By: Shari Miller/Tammy Crumley
Sponsor: Commissioner Ingalsbe

Agenda Item:
Discussion and possible action to authorize the Hays County Health Department to provide flu vaccines to county employees and their eligible dependents enrolled in the county health plan. **INGALSBE/MILLER/T.CRUMLEY**

Summary:
The Hays County Health Department has historically provided county employees and their eligible dependents that are on the county health plan with the flu vaccine at no cost to the employee.

Fiscal Impact:
Amount Requested: TBD
Line Item Number:120-675-00.5230

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

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

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Date: 09/13/2022
Requested By:
Sponsor: Commissioner Smith

Agenda Item

Discussion and possible action to approve the appointment of Ray Whisenant to the board of Driftwood Economic Development Municipal Management District to replace Don Curry, a four-year term ending June 30, 2025. **SMITH**

Summary

Attachments

Resolution Appointment - Driftwood Economic Development MUD

RESOLUTION OF THE HAYS COUNTY COMMISSIONERS COURT

STATE OF TEXAS

COUNTY OF HAYS

WHEREAS, Driftwood Economic Development Municipal Management District (the "District") was created by House Bill 4825, Acts of the 81st Texas Legislature, Regular Session, which is now codified as Chapter 3858 of the Special District Local Laws Code (the "Creation Statute");

WHEREAS, the Creation Statute was amended by House Bill 2259, Acts of the 84th Texas Legislature, Regular Session, to provide, in Section 3858.052(2) of the Creation Statute, that Position 2 of the District board of directors shall be a person appointed by the Hays County Commissioners Court (the "Court");

WHEREAS, Ray Whisenant is the individual who meets the above-referenced qualification requirement of the Creation Statute;

NOW, THEREFORE, BE IT RESOLVED:

Section 1. The Court finds that Ray Whisenant is the individual who meets the director qualification requirement of Section 3858.052(2) of the Creation Statute.

Section 2. The Court reappoints Ray Whisenant to the Board of Directors of the District.

PASSED AND APPROVED the ___ day of ___, 2022.

_____
Ruben Becerra
Hays County Judge

_____
Debbie Ingalsbe
Commissioner, Precinct 1

_____
Mark Jones
Commissioner, Precinct 2

_____
Lon A. Shell
Commissioner, Precinct 3

_____
Walt Smith
Commissioner, Precinct 4

(COUNTY SEAL)

ATTEST:

_____
ELAINE H. CARDENAS, MBA PhD
County Clerk and Ex-Officio Clerk of
the Commissioners Court of Hays County Texas

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Date: 09/13/2022
Requested By: Shari Miller
Sponsor: Judge Becerra

Agenda Item:
Discussion and possible action to authorize a renewal for Hays County Property and Mobile Equipment liability coverage with the Texas Association of Counties for plan year 2022-2023 at a premium renewal rate of $263,830.00. **BECERRA/MILLER**

Summary:

Fiscal Impact:
Amount Requested:$263,830
Line Item Number: 001-645-00.5340

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

Auditor's Office:
Purchasing Guidelines Followed Y/N?: Texas Association of Counties Risk Management Pool
G/L Account Validated Y/N?: Yes, Insurance
New Revenue Y/N?: N/A
Comments:

Attachments

TAC Property Liability Invoice

May 3, 2022

Ms. Miller
Hays County HR Director
712 S. Stagecoach Trail, Suite 1063
San Marcos, TX 78666-5534

Re: Hays County – Property Renewal

Dear Ms. Miller:

Thank you for choosing Texas Association of Counties Risk Management Pool (TAC RMP) for your property coverage needs. TAC RMP strives to provide its Members the most comprehensive coverages and risk solutions available. We appreciate your dedication to the Pool, and we understand that supporting our Members when they need it most is an important detail when it comes to your coverage with TAC RMP.

TAC RMP is pleased to present your Property coverage renewal for 2022.

The TAC RMP Board of Directors approved the following Property coverage updates effective July 1, 2022:

- **Limits of Liability coverage extensions table:**
  - **Debris Removal**- changed from Lesser of to Greater of. This allows for more coverage for larger locations.
  - **Unscheduled Mobile Equipment Attachments**- changed from Unscheduled Mobile Equipment to Unscheduled Mobile Equipment Attachments. This clarifies intent is to provide coverage for unscheduled mobile equipment attachments and not any unscheduled mobile equipment.
- **Section 3. Additional Coverage:**
  - **N. Fine Arts:** Removed duplicate exclusion language that exists under the coverage exclusions section. Removed exclusion carve outs the language no longer applies.
  - **R. Increased Cost of Construction:** added language to clarify which coverage is subject to the coverage extension limit and what is included within the Limits of Liability.
  - **AB. Transit:** Removed duplicate exclusion language that exists under the coverage exclusions section. Removed exclusion carve outs, the language no longer applies.
  - **AC. Valuable Papers & Records AND EDP DATA & MEDIA:** Removed duplicate exclusion language that exists under the coverage exclusions section. Removed exclusion carve outs, the language no longer applies.

- **Section E Loss Adjustment and Settlement:**
  - **I. Historical Property:** changed Historical Reproduction Cost to Historical Reconstruction Cost. This clarifies original intent of coverage is referring to the historical reconstruction valuation of historical locations.
- **Section C – Time Element**
  - **A.: Business Income**- Changed "Gross Earnings" to Business Income as the coverage extension name.
- **Section H- Definitions**
  - Removed defined term Vacant Property, combined, clarified, and updated definition for Vacant.
- **Endorsement**
  - **Margin Clause endorsement** (as applicable)- this is a property coverage endorsement provision stating the maximum loss payable on a total loss claim for the location listed on the endorsement.
- **Other:**
  - Format changes and clarifications were made with minimal impact.

Your renewal coverage is based on information we obtained from the renewal questionnaire. Please review your renewal and all attached schedules for accuracy. If you have any questions, please do not hesitate to contact me for an onsite review. If you have any questions or updates related to your coverage, please contact your Member Services Representative, Nelly Cano, for assistance.

We look forward to another successful year and we appreciate and thank you for your continued participation in the TAC Risk Management Pool.

Sincerely,

Lisa McCaig

Lisa McCaig
TAC Risk Management Consultant

TEXAS ASSOCIATION of COUNTIES
RISK MANAGEMENT POOL

INVOICE

Hays County
Attn: Shari Miller
712 S. Stagecoach Trail, Suite 1063
San Marcos, TX 78666-5534

Invoice Due Date: July 1, 2022
Invoice #: 36303
Coverage #: PR-1050-20220701-1
Coverage Period: July 1, 2022 - July 1, 2023
Member Number: 1050

Contribution for the coverage below is now due.

Coverage	Contribution Due
Property	$263,830
Total Due:	**$263,830**

Hays County
Attn: Shari Miller
712 S. Stagecoach Trail, Suite 1063
San Marcos, TX 78666-5534

Invoice Due Date: July 1, 2022
Invoice #: NRCN-36303-PC
Contribution Due:$263,830
Amount Enclosed: _____

If the total amount enclosed is not $263,830,
please use the notes section below to explain:

_____

_____

_____

Please make checks payable to:
Texas Association of Counties Risk Management Pool
Box # 2426
San Antonio, TX 78298-9900

05/03/2022

TEXAS ASSOCIATION of COUNTIES
RISK MANAGEMENT POOL

Property Contribution & Coverage Declarations

Member: Hays County

Coverage Period: July 1, 2022 through July 1, 2023

This Contribution & Coverage Declarations (CCD) is part of the Coverage Documents between the Texas Association of Counties Risk Management Pool (Pool) and the Named Member shown above, subject to the terms, conditions, definitions, exclusions, and sub-limits contained in the Coverage Documents, any endorsements, and the Interlocal Participation Agreement (IPA).

PROPERTY	Per Occurrence Limits	Deductible Per Occurrence	Contribution
Property Limits	***TOTAL COVERED VALUE***		
All Other Perils- any other covered loss except those addressed with separate deductibles	$181,482,000	$5,000	$249,159
Coverage with Separate Deductibles	***Sublimits***		
Flood- Special Hazard Zones- Excess of National Flood Insurance Program Limits	$2,500,000	Not to exceed $500,000 per building Not to exceed $500,000 per contents	Included
Flood- Except Special Hazard Zones	$10,000,000	$25,000	Included
Earthquake	$10,000,000 Annual Aggregate	$25,000	Included
Equipment Breakdown	$50,000,000	$5,000	Included
Law Enforcement Animals	$30,000	$1,000	Included
Crime	$250,000	$1,000	Included
Optional Coverage			
Mobile Equipment	As Scheduled	$2,500	$14,671
PROPERTY CONTRIBUTION		**$263,830**	

NOTICE OF ACCIDENT/CLAIM

Notice of an accident or claim (including service of process, if any) is to be delivered immediately to the Pool via the Texas Association of Counties Claims Department at:

Texas Association of Counties
Attention: CLAIMS
P. O. Box 2131
Austin, Texas 78768
Fax Number: 512-615-8942
Email: claims-cs@county.org

Any notice of claim and/or related documents should be mailed to the above immediately or by fax or email.

CONDITIONS

Coverage: This CCD is to outline limits, deductibles, and contributions only. All coverage is subject to the terms, conditions, definitions, exclusions, and sub-limits described in the Coverage Documents, any endorsements, and the IPA.

Claims Reporting: The Named Member shall submit claims to the Pool as set forth in each applicable Coverage Document or as otherwise required by the Pool or state law.

Failure to Maintain Coverage: The Named Member's failure to maintain at least one coverage through the Pool will result in the automatic and immediate termination of the IPA.

Named Member Compliance: By executing the IPA, the Named Member agrees to comply with and abide by the Pool's Bylaws, applicable Coverage Documents, and the Pool's policies, as now in effect and as amended.

Payment of Annual Contribution: The Named Member shall pay contributions as outlined on invoices and as per the terms of the IPA.

Pool's Right to Audit: The Pool has the right, but no obligation, to audit and inspect the Named Member's operations and property at any time upon reasonable notice and during regular business hours, as the Pool deems necessary to protect the interest of the Pool.

Property Appraisal: Property coverage is blanket and based on Replacement Cost. The Pool will provide a formal physical appraisal of the Member's property on a periodic basis and the Member agrees to accept the values provided by the Pool's appraisal firm. Member agrees to report all buildings and contents prior to renewal.

Pool Coordinator: The Named Member shall appoint a Pool Coordinator. The name of the Pool Coordinator and the address for which notices may be given by the Pool shall be set forth in the space provided at the end of the IPA. The Pool Coordinator shall promptly provide the Pool with any required information.

The Named Member may change its Pool Coordinator and the address for notice by giving written notice to Pool of the change before the effective date of the change.

Any failure or omission of the Named Member's Pool Coordinator shall be deemed a failure or omission of the Named Member. The Pool is not required to contact any other individual regarding the Named Member's business except the named Pool Coordinator unless notice or contact to another individual is required by applicable law. Any notice given by Pool or its contractor to the Pool Coordinator or such individual as is designated by law for a particular notice, shall be deemed notice to the Named Member.

Submission of Information: The Named Member shall timely submit to the Pool documentation necessary for the Pool to use to determine the risk to be covered for the next renewal period and to properly underwrite the risk exposure. The Pool will provide forms identifying the information requested.

Termination and Renewal: The coverage outlined in this CCD may be terminated or not renewed by either party as outlined in the IPA or applicable Coverage Document.

Termination for Failure to Pay: Notwithstanding any other provision in the IPA, if any payment or contribution for coverage owed by the Named Member to the Pool is not paid as required by the IPA, the Pool may cancel coverage or terminate coverage and the IPA, as the Pool deems appropriate, in accordance with the Pool's Bylaws and the applicable Coverage Document. The Named Member shall remain obligated for such unpaid contribution or charge for the period preceding termination.

This declaration is issued by _____ as authorized representative of the Pool on 05/03/2022 in Austin, Texas.

TEXAS ASSOCIATION of COUNTIES
RISK MANAGEMENT POOL

Property and Mobile Equipment Schedule

Member: Hays County
Coverage Period: July 1, 2022 to July 1, 2023

BUILDING & CONTENTS :

Site	Bldg	Building Name Address	Flood Zone	Coverage Basis	Const. Type	Year Built	Stories	SQ. FT.	Building Value	Content Value	Site Improvement	Total Value	Contribution
1	001	HAYS COUNTY COURTHOUSE 111 EAST SAN ANTONIO STREET SAN MARCOS, TX, 78666	X	HIST	ISO - 2	1908	3	21,396	$8,077,000	$600,000	$0	$8,677,000	$12,176
1	999	SITE IMPROVEMENTS 111 EAST SAN ANTONIO STREET SAN MARCOS, TX, 78666		RCV	ISO - 3	2040		0		$0	$56,000	$56,000	$76
2	001	GOVERNMENT CENTER 712 SOUTH STAGECOACH TRAIL SAN MARCOS, TX, 78666	X500*	RCV	ISO - 6	2012	3	170, 130	$38,922,000	$5,777,000	$0	$44,699,000	$60,964
2	002	STORAGE SHED 712 SOUTH STAGECOACH TRAIL SAN MARCOS, TX, 78666	X500*	RCV	ISO - 1	2012	1	240	$13,000	$3,000	$0	$16,000	$24
2	999	SITE IMPROVEMENTS 712 SOUTH STAGECOACH TRAIL SAN MARCOS, TX, 78666		RCV	ISO - 3	2040		0		$0	$481,000	$481,000	$656
6	001	JUVENILE DETENTION CENTER 2250 CLOVIS BARKER ROAD SAN MARCOS, TX, 78666	X	RCV	ISO - 6	2001	1	43,222	$7,700,000	$843,000	$0	$8,543,000	$11,652
6	002	GED PORTABLE CLASSROOM 2250 CLOVIS BARKER ROAD SAN MARCOS, TX, 78666	X	RCV	ISO - 1	2001	1	2,296	$198,000	$17,000	$0	$215,000	$319
6	003	STORAGE BUILDING 2250 CLOVIS BARKER ROAD SAN MARCOS, TX, 78666	X	RCV	ISO - 1	2001	1	311	$16,000	$4,000	$0	$20,000	$30
6	999	SITE IMPROVEMENTS 2250 CLOVIS BARKER ROAD SAN MARCOS, TX, 78666		RCV	ISO - 3	2040		0		$0	$223,000	$223,000	$304
7	001	HEALTH DEPARTMENT BUILDING 401A BROADWAY STREET SAN MARCOS, TX, 78666	X	RCV	ISO - 3	2002	1	9,075	$1,369,000	$347,000	$0	$1,716,000	$2,340
7	002	ADMINISTRATION BUILDING 401C BROADWAY SAN MARCOS, TX, 78666	X	RCV	ISO - 3	2002	1	2,268	$264,000	$0	$0	$264,000	$360

BUILDING & CONTENTS :

Site	Bldg	Building Name Address	Flood Zone	Coverage Basis	Const. Type	Year Built	Stories	SQ. FT.	Building Value	Content Value	Site Improvement	Total Value	Contribution
7	003	WIC CLINIC ADMINISTRATION 401C BROADWAY SAN MARCOS, TX, 78666	X	RCV	ISO - 3	2002	1	1,984	$247,000	$0	$0	$247,000	$337
7	999	SITE IMPROVEMENTS 401A BROADWAY SAN MARCOS, TX, 78666		RCV	ISO - 3	2040		0		$0	$38,000	$38,000	$52
8	001	MAIN OFFICE BUILDING 4400 OLD STAGECOACH ROAD SAN MARCOS, TX, 78666	AE	RCV	ISO - 4	2010	1	2,638	$594,000	$12,000	$0	$606,000	$827
8	002	MAINTENANCE BUILDING 4400 OLD STAGECOACH ROAD SAN MARCOS, TX, 78666	AE	RCV	ISO - 3	2010	1	1,240	$72,000	$0	$0	$72,000	$98
8	003	PAVILION 4400 OLD STAGECOACH ROAD SAN MARCOS, TX, 78666	AE	RCV	ISO - 3	2010	1	484	$15,000	$0	$0	$15,000	$20
8	999	SITE IMPROVEMENTS 4400 OLD STAGECOACH ROAD SAN MARCOS, TX, 78666		RCV	ISO - 3	2040		0		$0	$196,000	$196,000	$267
9	001	LOG CABIN 2400 SOUTH STAGECOACH TRAIL SAN MARCOS, TX, 78666	X	RCV	ISO - 1	1850	1	1,200	$158,000	$0	$0	$158,000	$234
9	002	STORAGE BUILDING 2400 SOUTH STAGECOACH TRAIL SAN MARCOS, TX, 78666	X	RCV	ISO - 1	2010	1	36	$2,000	$0	$0	$2,000	$3
9	999	SITE IMPROVEMENTS 2400 SOUTH STAGECOACH TRAIL SAN MARCOS, TX, 78666		RCV	ISO - 3	2040		0		$0	$4,000	$4,000	$5
10	001	OLD JAIL BUILDING 150 SOUTH FREDRICKSBURG STREET SAN MARCOS, TX, 78666	X	RCV	ISO - 2	1908	2	3,592	$689,000	$0	$0	$689,000	$967
10	002	CARPORT 150 SOUTH FREDRICKSBURG STREET SAN MARCOS, TX, 78666	X	RCV	ISO - 1	1960	1	448	$16,000	$0	$0	$16,000	$24
10	999	SITE IMPROVEMENTS 150 SOUTH FREDRICKSBURG STREET SAN MARCOS, TX, 78666		RCV	ISO - 3	2040		0		$0	$13,000	$13,000	$18
11	001	LBJ MUSEUM 131 NORTH GUADALUPE STREET SAN MARCOS, TX, 78666	X	RCV	ISO - 4	1928	2	8,040	$1,381,000	$0	$0	$1,381,000	$1,884
12	001	RECYCLE OFFICE BUILDING 20290 FM 150 WEST DRIFTWOOD, TX, 78619	X	RCV	ISO - 1	1994	1	247	$13,000	$3,000	$0	$16,000	$28
12	002	ROAD CREW OFFICE 20290 FM 150 WEST DRIFTWOOD, TX, 78619	X	RCV	ISO - 1	1990	1	1,600	$114,000	$84,000	$0	$198,000	$351

BUILDING & CONTENTS :

Site	Bldg	Building Name Address	Flood Zone	Coverage Basis	Const. Type	Year Built	Stories	SQ. FT.	Building Value	Content Value	Site Improvement	Total Value	Contribution
12	003	RECYCLING BUILDING 1 20290 FM 150 WEST DRIFTWOOD, TX, 78619	X	RCV	ISO - 3	2006	1	1,800	$66,000	$3,000	$0	$69,000	$107
12	004	RECYCLING BUILDING 2 20290 FM 150 WEST DRIFTWOOD, TX, 78619	X	RCV	ISO - 3	2006	1	1,200	$46,000	$8,000	$0	$54,000	$84
12	005	STORAGE SHED 20290 FM 150 WEST DRIFTWOOD, TX, 78619	X	RCV	ISO - 1	1994	1	64	$3,000	$1,000	$0	$4,000	$7
12	999	SITE IMPROVEMENTS 20290 FM 150 WEST DRIFTWOOD, TX, 78619		RCV	ISO - 3	2040		0		$0	$120,000	$120,000	$187
13	001	OFFICE BUILDING 195 ROGER HANKS PARKWAY DRIPPING SPRINGS, TX, 78620	X	RCV	ISO - 1	2009	1	6,272	$1,082,000	$137,000	$0	$1,219,000	$1,807
13	002	RAIN TANK 195 ROGER HANKS PARKWAY DRIPPING SPRINGS, TX, 78620	X	RCV	ISO - 3	2009	1	1	$4,000	$0	$0	$4,000	$5
13	999	SITE IMPROVEMENTS 195 ROGER HANKS PARKWAY DRIPPING SPRINGS, TX, 78620		RCV	ISO - 3	2040		0		$0	$48,000	$48,000	$65
14	001	MAIN OFFICE/SERVICE CENTER 2171 YARRINGTON ROAD KYLE, TX, 78640	X	RCV	ISO - 3	2010	1	27,058	$2,873,000	$432,000	$0	$3,305,000	$4,508
14	002	SUPERVISOR'S BUILDING 2171 YARRINGTON ROAD KYLE, TX, 78640	X	RCV	ISO - 3	2000	1	2,400	$114,000	$26,000	$0	$140,000	$191
14	999	SITE IMPROVEMENTS 2171 YARRINGTON ROAD KYLE, TX, 78640		RCV	ISO - 3	2040		0		$0	$162,000	$162,000	$221
15	001	HEALTH/OFFICE BUILDING 150 EAST LOCKHART STREET KYLE, TX, 78640	X	RCV	ISO - 1	1990	2	3,430	$304,000	$0	$0	$304,000	$451
15	999	SITE IMPROVEMENTS 150 EAST LOCKHART STREET KYLE, TX, 78640		RCV	ISO - 3	2040		0		$0	$18,000	$18,000	$25
16	001	CONSTABLE BUILDING 401 NORTH REBEL DRIVE KYLE, TX, 78640	X	RCV	ISO - 1	1984	1	836	$94,000	$0	$0	$94,000	$139
16	002	MODULAR STORAGE 401 NORTH REBEL DRIVE KYLE, TX, 78640	X	RCV	ISO - 1	1990	1	680	$35,000	$10,000	$0	$45,000	$67
16	999	SITE IMPROVEMENTS 401 NORTH REBEL DRIVE KYLE, TX, 78640		RCV	ISO - 3	2040		0		$0	$39,000	$39,000	$53

BUILDING & CONTENTS :

Site	Bldg	Building Name Address	Flood Zone	Coverage Basis	Const. Type	Year Built	Stories	SQ. FT.	Building Value	Content Value	Site Improvement	Total Value	Contribution
17	001	OFFICE BUILDING 5458 FM 2770 KYLE, TX, 78640	X*	RCV	ISO - 3	2012	1	14,179	$2,313,000	$310,000	$0	$2,623,000	$3,577
17	999	SITE IMPROVEMENTS 5458 FM 2770 KYLE, TX, 78640		RCV	ISO - 3	2040		0		$0	$62,000	$62,000	$85
18	001	ROAD/BRIDGE OFFICES 830 JACOBS WELL ROAD WIMBERLEY, TX, 78676	X	RCV	ISO - 3	2006	1	2,400	$138,000	$16,000	$0	$154,000	$223
18	002	SIGN BUILDING 830 JACOBS WELL ROAD WIMBERLEY, TX, 78676	X	RCV	ISO - 1	2000	1	576	$23,000	$4,000	$0	$27,000	$43
18	003	PUMP HOUSE 830 JACOBS WELL ROAD WIMBERLEY, TX, 78676	X	RCV	ISO - 1	1994	1	64	$5,000	$1,000	$0	$6,000	$10
18	999	SITE IMPROVEMENTS 830 JACOBS WELL ROAD WIMBERLEY, TX, 78676		RCV	ISO - 3	2040		0		$0	$695,000	$695,000	$1,005
19	001	OFFICE BUILDING 1691 CARNEY LANE WIMBERLEY, TX, 78676	X	RCV	ISO - 1	2000	1	204	$11,000	$3,000	$0	$14,000	$22
19	002	RECYCLING BUILDING 1691 CARNEY LANE WIMBERLEY, TX, 78676	X	RCV	ISO - 3	2000	1	840	$48,000	$23,000	$0	$71,000	$103
19	003	STORAGE SHED 1691 CARNEY LANE WIMBERLEY, TX, 78676	X	RCV	ISO - 1	1980	1	252	$4,000	$3,000	$0	$7,000	$11
19	999	SITE IMPROVEMENTS 1691 CARNEY LANE WIMBERLEY, TX, 78676		RCV	ISO - 3	2040		0		$0	$73,000	$73,000	$106
20	001	PARK OFFICE BUILDING 221 WOODACRE DRIVE WIMBERLEY, TX, 78676	X*	RCV	ISO - 1	2000	1	4,200	$379,000	$47,000	$0	$426,000	$684
20	002	STORAGE BUILDING 221 WOODACRE DRIVE WIMBERLEY, TX, 78676	X*	RCV	ISO - 1	2011	1	416	$14,000	$1,000	$0	$15,000	$24
20	999	SITE IMPROVEMENTS 221 WOODACRE DRIVE WIMBERLEY, TX, 78676		RCV	ISO - 3	2040		0		$0	$22,000	$22,000	$32
21	001	OFFICE BUILDING 500 JACK C HAYES TRAIL BUDA, TX, 78610	X500	RCV	ISO - 1	1987	1	10,348	$1,151,000	$226,000	$0	$1,377,000	$2,041
21	002	STORAGE SHED 500 JACK C HAYES TRAIL BUDA, TX, 78610	X500	RCV	ISO - 1	2000	1	144	$3,000	$2,000	$0	$5,000	$7

BUILDING & CONTENTS :

Site	Bldg	Building Name Address	Flood Zone	Coverage Basis	Const. Type	Year Built	Stories	SQ. FT.	Building Value	Content Value	Site Improvement	Total Value	Contribution
21	999	SITE IMPROVEMENTS 500 JACK C HAYES TRAIL BUDA, TX, 78610		RCV	ISO - 3	2040		0		$0	$7,000	$7,000	$10
22	001	PUBLIC SAFETY BUILDING 1303 UHLAND ROAD SAN MARCOS, TX, 78666	X500	RCV	ISO - 4	1984	1	10,273	$1,623,000	$1,002,000	$0	$2,625,000	$3,580
22	002	LAW ENFORCEMENT CENTER 1307 UHLAND ROAD SAN MARCOS, TX, 78666	MORE INFO	RCV	ISO - 6	1984	1	185, 798	$52,281,000	$4,000,000	$0	$56,281,000	$76,760
22	004	RADIO TOWER 1303 UHLAND ROAD SAN MARCOS, TX, 78666	X500	RCV	ISO - 3	2000	1	1	$45,000	$0	$0	$45,000	$61
22	005	PORTABLE CLASSROOM 1303 UHLAND ROAD SAN MARCOS, TX, 78666	X500	RCV	ISO - 1	2000	1	2,700	$254,000	$20,000	$0	$274,000	$406
22	006	K-9 PORTABLE CLASSROOM 1303 UHLAND ROAD SAN MARCOS, TX, 78666	X500	RCV	ISO - 1	2000	1	1,536	$144,000	$12,000	$0	$156,000	$231
22	007	NEW BUILDING - TRAINING CENTER 1307 UHLAND ROAD SAN MARCOS, TX, 78666		RCV	ISO - 3	2020	1	11,945	$1,912,000	$342,500		$2,254,500	$3,075
24	001	FLEET WAREHOUSE AND BUILDING MAINTENANCE 1301 UHLAND ROAD SAN MARCOS, TX, 78666	X*	RCV	ISO - 3	2018	1	15,600	$2,263,000	$314,000	$0	$2,577,000	$3,515
24	002	VEHICLE PAVILION 1301 UHLAND ROAD SAN MARCOS, TX, 78666	X500*	RCV	ISO - 3	2018	1	3,000	$66,000	$0	$0	$66,000	$90
24	999	SITE IMPROVEMENTS 1301 UHLAND ROAD SAN MARCOS, TX, 78666		RCV	ISO - 3	2040		0		$0	$34,000	$34,000	$46
25	001	OFFICE BUILDING 200 STILLWATER ROAD WIMBERLEY, TX, 78676	X	RCV	ISO - 1	1998	2	12,656	$1,526,000	$275,000	$0	$1,801,000	$2,893
25	999	SITE IMPROVEMENTS 200 STILLWATER ROAD WIMBERLEY, TX, 78676		RCV	ISO - 3	2040		0		$0	$13,000	$13,000	$19
26	001	NEW BUILDING - PUBLIC SAFETY BUILDING 810 S. STAGECOACH TRAIL SAN MARCOS, TX, 78666		RCV	ISO - 3	2020	1	69,482	$25,270,000	$2,000,000		$27,270,000	$37,193
27	999	SITE IMPROVEMENTS 2769 IH 35 SAN MARCOS, TX, 78666		RCV	ISO - 3	1981		0			$53,500	$53,500	$73

BUILDING & CONTENTS :

Site	Bldg	Building Name Address	Flood Zone	Coverage Basis	Const. Type	Year Built	Stories	SQ. FT.	Building Value	Content Value	Site Improvement	Total Value	Contribution
28	001	CONTENTS ONLY - CERT BUILDING 103 MOUNTAIN DR. MOUNTAIN CITY, TX, 78610		RCV	ISO - 3	2020	1	0	$0	$8,000		$8,000	$11
29	001	NEW BUILDING - ELECTIONS AND IT OFFICE 120 STAGECOACH TRAIL SAN MARCOS, TX, 78666		RCV	ISO - 4	2008	1	43,087	$5,650,000			$5,650,000	$7,706
100	999	SITE IMPROVEMENTS ELDER HILL (CR 170) SAN MARCOS, TX, 78666		RCV	ISO - 3	2040		0		$0	$92,000	$92,000	$125
101	999	SITE IMPROVEMENTS POST ROAD SAN MARCOS, TX, 78666		RCV	ISO - 3	2040		0		$0	$93,000	$93,000	$127
102	999	SITE IMPROVEMENTS 1492 BLANCO SAN MARCOS, TX, 78666		RCV	ISO - 3	2040		0		$0	$95,000	$95,000	$130
103	999	SITE IMPROVEMENTS YORK CREEK ROAD (CR 262) SAN MARCOS, TX, 78666		RCV	ISO - 3	2040		0		$0	$101,000	$101,000	$138
104	999	SITE IMPROVEMENTS LITTLE ARKANSAS ROAD SAN MARCOS, TX, 78666		RCV	ISO - 3	2040		0		$0	$93,000	$93,000	$127
105	999	SITE IMPROVEMENTS WINDY HILL ROAD (CR 131) SAN MARCOS, TX, 78666		RCV	ISO - 3	2040		0		$0	$91,000	$91,000	$124
106	999	SITE IMPROVEMENTS WAYSIDE DRIVE (CR 179) SAN MARCOS, TX, 78666		RCV	ISO - 3	2040		0		$0	$94,000	$94,000	$128
107	999	SITE IMPROVEMENTS HIDDEN VALLEY ROAD SAN MARCOS, TX, 78666		RCV	ISO - 3	2040		0		$0	$19,000	$19,000	$26
108	999	SITE IMPROVEMENTS CHAPARRAL ROAD SAN MARCOS, TX, 78666		RCV	ISO - 3	2040		0		$0	$76,000	$76,000	$104
109	999	SITE IMPROVEMENTS BELL SPRINGS ROAD SAN MARCOS, TX, 78666		RCV	ISO - 3	2040		0		$0	$88,000	$88,000	$120
110	999	SITE IMPROVEMENTS HILLIARD ROAD SAN MARCOS, TX, 78666		RCV	ISO - 3	2040		0		$0	$94,000	$94,000	$128
111	999	SITE IMPROVEMENTS TRAUTWEIN ROAD (CR 185) SAN MARCOS, TX, 78666		RCV	ISO - 3	2040		0		$0	$91,000	$91,000	$124

BUILDING & CONTENTS :

Site	Bldg	Building Name Address	Flood Zone	Coverage Basis	Const. Type	Year Built	Stories	SQ. FT.	Building Value	Content Value	Site Improvement	Total Value	Contribution
112	999	SITE IMPROVEMENTS MT. GAINOR ROAD (CR 220) SAN MARCOS, TX, 78666		RCV	ISO - 3	2040		0		$0	$92,000	$92,000	$125
113	999	SITE IMPROVEMENTS RHODE ROAD (CR 126) SAN MARCOS, TX, 78666		RCV	ISO - 3	2040		0		$0	$90,000	$90,000	$123
114	999	SITE IMPROVEMENTS UHLAND ROAD SAN MARCOS, TX, 78666		RCV	ISO - 3	2040		0		$0	$79,000	$79,000	$108
115	999	SITE IMPROVEMENTS JACOBS WELL ROAD/ CYPRESS CREEK SAN MARCOS, TX, 78666		RCV	ISO - 3	2040		0		$0	$92,000	$92,000	$125
116	999	SITE IMPROVEMENTS LIME KILN ROAD/ SINK CREEK SAN MARCOS, TX, 78666		RCV	ISO - 3	2040		0		$0	$91,000	$91,000	$124
118	999	SITE IMPROVEMENTS OLD BASTROP HWY (CR 266) AT SAN MARCOS DRIVE SAN MARCOS, TX, 78666		RCV	ISO - 3	2040		0		$0	$50,000	$50,000	$68
119	999	SITE IMPROVEMENTS RANCH ROAD 150 AT YORK CREEK SAN MARCOS, TX, 78666		RCV	ISO - 3	2040		0		$0	$48,000	$48,000	$65
120	999	SITE IMPROVEMENTS RAEFORD CROSSING AT PEDERNALES TRIBUTARY SAN MARCOS, TX, 78666		RCV	ISO - 3	2040		0		$0	$39,000	$39,000	$53
121	999	SITE IMPROVEMENTS FITZHUGH RD (CR101) AT FITZHUGH CREEK SAN MARCOS, TX, 78666		RCV	ISO - 3	2040		0		$0	$39,000	$39,000	$53
122	999	SITE IMPROVEMENTS CR 190 & MT GAINER RD (CR 220) AT ONION CREEK SAN MARCOS, TX, 78666		RCV	ISO - 3	2040		0		$0	$51,000	$51,000	$70
123	999	SITE IMPROVEMENTS RANCH ROAD 150 DOUBLE CROSSING AT ONION CREEK SAN MARCOS, TX, 78666		RCV	ISO - 3	2040		0		$0	$50,000	$50,000	$68
132	001	CONTENTS ONLY - KYLE DEPOT 100 FRONT STREET KYLE, TX, 78640		RCV	ISO - 1	1920	1	0	$0	$40,000	$0	$40,000	$59
133	001	CONTENTS ONLY - WIMBERLEY TOWER RAWS EQUIPMENT BURNETT RANCH ROAD/FM2325 WIMBERLEY, TX, 78676		RCV	ISO - 3	2017	1	0	$0	$21,000	$0	$21,000	$30

BUILDING & CONTENTS :

Site	Bldg	Building Name Address	Flood Zone	Coverage Basis	Const. Type	Year Built	Stories	SQ. FT.	Building Value	Content Value	Site Improvement	Total Value	Contribution
134	001	CONTENTS ONLY - DRIPPING SPRINGS RAWS EQUIPMENT ON TOWER DS RANCH RD/ RR 12 DRIPPING SPRINGS, TX, 78620		RCV	ISO - 3	2017	1	0	$0	$21,000	$0	$21,000	$29
135	001	CONTENTS ONLY - KYLE RAWS EQUIPMENT ON TOWER GOFORTH RD/ COUNTY ROAD 157 KYLE, TX, 78640		RCV	ISO - 3	2017	1	0	$0	$21,000	$0	$21,000	$29
136	001	CONTENTS ONLY - FREEMAN RAWS EQUIPMENT ON TOWER FULTON RANCH ROAD/ FREEMAN RANCH ROAD FREEMAN, TX, 78666		RCV	ISO - 3	2017	1	0	$0	$21,000	$0	$21,000	$29
138	999	SITE IMPROVEMENTS 50048 OLD BASTROP HWY AT COTTONWOOD CREEK IH 35 SAN MARCOS, TX, 78666		RCV	ISO - 3	2022	0	0			$50,000	$50,000	$68
139	999	SITE IMPROVEMENTS 50049 BUNTON LANE CROSSING AT BUNTON BRANCH, BUNTO KYLE, TX, 78640		RCV	ISO - 3	2022		0			$39,000	$39,000	$53
140	999	SITE IMPROVEMENTS 50050 COTTON GIN ROAD AT PORTER CREEK KYLE, TX, 78640		RCV	ISO - 3	2022		0			$39,000	$39,000	$53
141	999	SITE IMPROVEMENTS 50051 ROLLING OAKS DRIVE AT YORK CREEK DRIFTWOOD, TX, 78619		RCV	ISO - 3	2022		0			$26,000	$26,000	$40
142	999	SITE IMPROVEMENTS WOODACRE DRIVE AT CYPRESS CREEK WIMBERLEY, TX, 78676		RCV	ISO - 3	2022		0			$13,000	$13,000	$19
143	999	SITE IMPROVEMENTS 50062 ONION CREEK AT RANCH ROAD 150 WATER LEVEL ST DRIFTWOOD, TX, 78619		RCV	ISO - 3	2022		0			$48,000	$48,000	$75
144	999	SITE IMPROVEMENTS 50063 ONION CREEK AT RUBY RANCH RD WATER LEVEL STA BUDA, TX, 78610		RCV	ISO - 3	2022		0			$50,000	$50,000	$68
145	999	SITE IMPROVEMENTS 50064 UHLAND ROAD - ADVANCED NOTICE FLASHER SAN MARCOS, TX, 78666		RCV	ISO - 3	2022		0			$79,000	$79,000	$108

BUILDING & CONTENTS :

Site	Bldg	Building Name Address	Flood Zone	Coverage Basis	Const. Type	Year Built	Stories	SQ. FT.	Building Value	Content Value	Site Improvement	Total Value	Contribution
146	999	SITE IMPROVEMENTS 50065 WAYSIDE DRIVE - ADVANCE NOTICE FLASHER WIMBERLEY, TX, 78676		RCV	ISO - 3	2022		0			$94,000	$94,000	$136
147	999	SITE IMPROVEMENTS 5066 TRAUTWEIN AT HWY 290 - ADVANCE NOTICE FLASHER AUSTIN, TX, 78737		RCV	ISO - 3	2022		0			$91,000	$91,000	$124
148	999	SITE IMPROVEMENTS 50067 BELL SPRINGS ROAD - ADVANCE NOTICE FLASHER DRIPPING SPRINGS, TX, 78620		RCV	ISO - 3	2022		0			$88,000	$88,000	$120
149	999	SITE IMPROVEMENTS 50068 OLD BASTROP HWY AT SAN MARCOS RIVER - ADVANC SAN MARCOS, TX, 78666		RCV	ISO - 3	2022		0			$50,000	$50,000	$68
150	999	SITE IMPROVEMENTS 50069 VALLEY VIEW ROAD AT BLANCO RIVER WIMBERLEY, TX, 78676		RCV	ISO - 3	2022		0			$26,000	$26,000	$38
151	999	SITE IMPROVEMENTS 50070 VALLEY VIEW ROAD AT BLANCO RIVER - ADVANCE N WIMBERLEY, TX, 78676		RCV	ISO - 3	2022		0			$26,000	$26,000	$38
152	999	SITE IMPROVEMENTS 50072 BEAR CREEK PASS AT BEAR CREEK AUSTIN, TX, 78737		RCV	ISO - 3	2022		0			$13,000	$13,000	$18
Building & Contents Total:									**$159,604,000**	**$17,040,500**	**$4,837,500**	**$181,482,000**	**$249,159**

FINE ARTS: Not Applicable

MOBILE EQUIPMENT:

Item	Year	Make	Model	Serial #	Effective Date	Expiration Date	Total Value	Contribution
569	2017	JOHN DEERE	TRACTOR 3025E W/IMPLEMENTS	1LV3025EVHH106083/1P0D160XCHX045897	07/01/2022	07/01/2023	$20,860	$42
Parks and Recreation		**Total Items Scheduled: 1**					**$20,860**	**$42**
554		HELI	FORKLIFT (DRIFTWOOD)	250250N0735	07/01/2022	07/01/2023	$24,000	$48
555	2016	BOBCAT	SKIDSTEER (WIMBERLEY)	ALR814145	07/01/2022	07/01/2023	$26,000	$52
556	2016	EBM	CHIPPER (WIMBERLEY)	2E9US1111DS050175	07/01/2022	07/01/2023	$19,000	$38
574		HELI	FORKLIFT (WIMBERLEY)	250251B1549	07/01/2022	07/01/2023	$24,000	$48

Recycling		Total Items Scheduled: 4					$93,000	$187
6	1996	CATERPILLAR	TRACK LOADER 963B	9BL1479	07/01/2022	07/01/2023	$309,500	$623
8	1997	CATERPILLAR	MOTOR GRADER 140H	2ZK01285	07/01/2022	07/01/2023	$225,000	$453
13	1998	CATERPILLAR	ARTICULATED WHEEL LOADER	6XR00913	07/01/2022	07/01/2023	$123,000	$248
15	1997	DYNAPAC	CA251PD/CUMMINS 6BT5.9	58314019/21270052	07/01/2022	07/01/2023	$92,000	$185
16	1999	DYNAPAC	CA 260/84 FLATWHEEL ROLLER	67220322	07/01/2022	07/01/2023	$135,000	$272
17	1997	DYNA	PADFOOT DRUM VIBRATORY ROLLER	58311824-21175739	07/01/2022	07/01/2023	$125,000	$252
22	1998	JOHN DEERE	BACKHOE 310SE	T03105E841845	07/01/2022	07/01/2023	$91,200	$184
23	1998	CATERPILLAR	PNEUMATIC ROLLER	3XR00196	07/01/2022	07/01/2023	$96,000	$193
24	1998	CATERPILLAR	PNEUMATIC ROLLER	3XR00197	07/01/2022	07/01/2023	$96,000	$193
28	2002	INGERSOLL RAND	PNEUMATIC ROLLER/PT125R	169482	07/01/2022	07/01/2023	$53,343	$107
37	2002	BROCE	BROOM MODEL RJ350	402377	07/01/2022	07/01/2023	$28,700	$58
41	1993	FORD	6610 TRACTOR W/SHREDDER	BD42483(TRACTOR)/ 2171DA(MOWER)	07/01/2022	07/01/2023	$50,400	$101
42	2003	BROCE	BROOM HIGHWAY SWEEPER	403404	07/01/2022	07/01/2023	$26,400	$53
58	2001	CATERPILLAR	120H MOTOR GRADER	6YM0078	07/01/2022	07/01/2023	$225,000	$453
59	2001	JOHN DEERE	544H WHEEL LOADER	DW544HX57921	07/01/2022	07/01/2023	$123,600	$249
61	2004	JOHN DEERE	401G BACKHOE LOADER	TX41XG8929257	07/01/2022	07/01/2023	$91,200	$184
65	1999	BROCE	BROOM	89679	07/01/2022	07/01/2023	$25,200	$51
86	2007	JCB	GEN/WHEELED LDR (PWR SHIFT) 426EZ	1295144	07/01/2022	07/01/2023	$117,000	$236
87	2007	JCB	GEN/BACKHOE LOADER 3CS-14FT/W HYD KIT	910472	07/01/2022	07/01/2023	$9,200	$19
89	2008	MASSEY FERGUSON	GEN/RSM60-MASSY FURG ON 596 TAC W/CHAM	BS38018	07/01/2022	07/01/2023	$44,200	$89
341	1997	BANDIT	PORTABLE CHIPPER	11364	07/01/2022	07/01/2023	$56,400	$114
384	2009	NEW HOLLAND	TRACTOR L185 NF LOADER W/ CQ PLANER (ASPHALT COLD PLANER)	16221/1576	07/01/2022	07/01/2023	$52,200	$105
506	1994	JCB	930 FORKLIFT	609181	07/01/2022	07/01/2023	$13,000	$26
508	2009	MASSY FURGESON	596 TRUCK/MOWER	BT20026	07/01/2022	07/01/2023	$39,499	$80
509	2009	MASSY FURGESON	596 TRUCK/MOWER	BS24008	07/01/2022	07/01/2023	$39,499	$80
510	2010	MASSY FURGESON	596 TRUCK/MOWER	8028BT36042	07/01/2022	07/01/2023	$41,934	$84
511	2003	VOLVO	MOTOR GRADER, G710B	35855	07/01/2022	07/01/2023	$95,237	$192
512	2005	CHAMPION	MOTOR GRADER, C80B	26-05461	07/01/2022	07/01/2023	$90,183	$182
514	2001	JOHN DEERE	301G BACKHOE W/EXTNDR & CAB	T0310GX903302	07/01/2022	07/01/2023	$57,472	$116
515	2001	JOHN DEERE	BACKHOE 310G	T0310GX903291	07/01/2022	07/01/2023	$47,758	$96
517	2006	CASE	621 D WHEEL LOADER	JEE0200135	07/01/2022	07/01/2023	$95,831	$193
519	2008	JCB	3CX-14 BACKHOE	SLP214TC7U0910482	07/01/2022	07/01/2023	$33,837	$68

MOBILE EQUIPMENT:

Item	Year	Make	Model	Serial #	Effective Date	Expiration Date	Total Value	Contribution
521	2011	JOHN DEERE 544K	FRONTEND WHEEL LOADER	1DW544KZCBD640298	07/01/2022	07/01/2023	$50,000	$101
522	2013	JOHN DEERE	BACKHOE 310D	1T0310KXJCE236031	07/01/2022	07/01/2023	$59,184	$119
523	2002	VIBROMAX	FLAT WHEEL ROLLER VIBRATOR	JKC9403004	07/01/2022	07/01/2023	$49,291	$99
524	2006	JCB	VIBROMAX VM75 FLAT WHEEL ROLLER	JCB1800188	07/01/2022	07/01/2023	$57,144	$115
525	2007	JCB	VIBROMAX VM75D FLAT WHEEL ROLLER	JCB1801099	07/01/2022	07/01/2023	$57,846	$116
526	2009	BOMAG	PNEUMATIC ROLLER BW11RH	911A22211081	07/01/2022	07/01/2023	$68,884	$139
527	2009	BOMAG	PNEUMATIC ROLLER BW11RH	911A22211082	07/01/2022	07/01/2023	$68,884	$139
530	2008	SUPERIOR	POWER BROOM DT80J	808712	07/01/2022	07/01/2023	$37,304	$75
531	2009	LEE BOY 250T	TACK BUGGY	250T-57120 BUGGY) / 1B9AA111191309120 (TRAILER)	07/01/2022	07/01/2023	$10,620	$21
535	2015	VOLVO	SD115BF PADFOOT ROLLER	236082	07/01/2022	07/01/2023	$114,095	$230
536	2015	BOMAG	BW11-RH-5 PNEUMATIC ROLLER	538701043	07/01/2022	07/01/2023	$81,086	$163
537	2016	JOHN DEERE	410L BACKHOE	1TO410LXPFF290685	07/01/2022	07/01/2023	$33,000	$66
538	2016	JOHN DEERE	310L BACKHOE	1TO310LXCPGF297553	07/01/2022	07/01/2023	$33,000	$66
539	2017	JOHN DEERE	BACKHOE	1TO410LXCGF304356	07/01/2022	07/01/2023	$33,000	$66
540	2015	BROCE	RJ350 POWER BROOM	409190	07/01/2022	07/01/2023	$25,000	$50
541	2017	KENWORTH	K370 CHIP SEAL POTHOLE PATCHER	HF581473	07/01/2022	07/01/2023	$19,954	$40
542	2016	VERMEER	BC1500 BRUSH CHIPPER 15"	V5G1008215	07/01/2022	07/01/2023	$54,000	$109
543	2013	CATERPILLAR	MOTORGRADER 14'	M9C00324	07/01/2022	07/01/2023	$225,000	$453
544	2015	CATERPILLAR	MOTORGRADER 14'	M9C00532	07/01/2022	07/01/2023	$225,000	$453
545	2014	JOHN DEERE	5805M TRACTOR W/15' BATWING MOWER	HEA640020	07/01/2022	07/01/2023	$50,000	$101
546	2014	JOHN DEERE	5085M TRACTOR MOWER	M640025	07/01/2022	07/01/2023	$50,000	$101
547	2014	JOHN DEERE	5085M TRACTOR MOWER	M640021	07/01/2022	07/01/2023	$50,000	$101
548	2014	JOHN DEERE	5085M TRACTOR MOWER	M640022	07/01/2022	07/01/2023	$50,000	$101
549	2014	JOHN DEERE	5085M TRACTOR MOWER	M640024	07/01/2022	07/01/2023	$50,000	$101
550	2014	JOHN DEERE	5085M TRACTOR MOWER	M640023	07/01/2022	07/01/2023	$50,000	$101
551	2015	JOHN DEERE	6115M TRACTOR MOWER	M831483	07/01/2022	07/01/2023	$50,000	$101
558	2017	CATERPILLAR	WHEELED EXCAVATOR	0FB600192	07/01/2022	07/01/2023	$225,000	$453
561	2017	WIRTGEN	RECLAIMER WR200XLI	09WR0095	07/01/2022	07/01/2023	$432,884	$872
562	2017	BROCE	BROOM	410580	07/01/2022	07/01/2023	$65,000	$131
563	2017	CATERPILLAR	140K MOTORGRADER	JPA04569	07/01/2022	07/01/2023	$100,000	$201
564	2015	CATERPILLAR	272D SKID STEER LOADER	0B5W01164	07/01/2022	07/01/2023	$150,000	$302

MOBILE EQUIPMENT:

Item	Year	Make	Model	Serial #	Effective Date	Expiration Date	Total Value	Contribution
565	2017	JD	BACKHOE	1T0410LXCHF322753	07/01/2022	07/01/2023	$127,447	$257
566	2017	VOLVO	FLAT WHEEL ROLLER	236360	07/01/2022	07/01/2023	$86,944	$175
567	2017	BOMAG	BWHRH-5 PNEUMATIC ROLLER	861538721085	07/01/2022	07/01/2023	$92,000	$185
568	2017	BOMAG	BW120 SL-5 DOUBLE STEEL DRUM ROLLER	861880441245	07/01/2022	07/01/2023	$35,430	$71
570		JOHN DEERE	544L LOADER	1DW544LZVKF694020	07/01/2022	07/01/2023	$245,426	$494
572	2016	DYNAPAC	WHEELED ASPHALT PAVER	10002018CGC005697	07/01/2022	07/01/2023	$215,965	$435
573	2018	DYNAPAC	CC2200 DOUBLE DRUM ROLLER W/ROPS CANOPY	10000423TJA022352	07/01/2022	07/01/2023	$125,000	$252
575	2017	VOLVO	SD115BD FLAT WHEEL LOADER	236361	07/01/2022	07/01/2023	$75,000	$151
576	2002	VERMEER	BC1800A BRUSH CHIPPER	1VRN1312721002765	07/01/2022	07/01/2023	$25,000	$50
577	2013	ETNYRE	CHIP SPREADER	K6819	07/01/2022	07/01/2023	$90,000	$181
582	2020	HOLT CATERPILLAR	120LVR MOTOR GRADER	Y9A00154	07/01/2022	07/01/2023	$218,285	$440
583	2021	JOHN DEERE	BACKHOE 410L	1T0410LXCMF396135	07/01/2022	07/01/2023	$122,234	$246
584	2020	DYNAPAC	CA2500PD SEISMIC PADFOOT ROLLER	10000167CLA030259	07/01/2022	07/01/2023	$144,998	$292
585	2003	CASE	621D WHEEL LOADER	JEE0135170	07/01/2022	07/01/2023	$80,988	$163
586	2021	BROCE	RCTT-350 SELF PROPELLED BROOM	412223	07/01/2022	07/01/2023	$68,891	$139
Road & Bridge		**Total Items Scheduled: 78**					**$7,128,577**	**$14,353**
36	2002	VERMEER	1800A SERIES	1VRN1312721002765	07/01/2022	07/01/2023	$35,660	$72
436	2005	TOYOTA	CUSHION TIRE FORKLIFT 7FGCU15	67184	07/01/2022	07/01/2023	$8,500	$17
Sheriff		**Total Items Scheduled: 2**					**$44,160**	**$89**
Mobile Equipment Total:		**Total Items Scheduled: 85**					**$7,286,597**	**$14,671**

UNMANNED AIRCRAFT: Not Applicable

Totals	Square Footage	Building Value	Contents Value	Site Improvements Value	Total Covered Values	Total Contribution
Building & Contents Total:	**703,889**	**$159,604,000**	**$17,040,500**	**$4,837,500**	**$181,482,000**	**$249,159**
Fine Arts Total:						
TOTAL Covered Values:					**$181,482,000**	**$249,159**
Mobile Equipment Total:					**$7,286,597**	**$14,671**
Unmanned Aircraft Total:					**$0**	

Construction Type	Coverage Basis	Special Flood Hazard Zones:		
ISO 1 – F, Frame	RCV - Replacement Cost Value	A	A99	AR/AH
ISO 2 – JM, Joisted Masonry	HIST - Historical Reconstruction Cost Value	AO	AR	AR/A0
ISO 3 – NC, Light Noncombustible	ACV - Actual Cash Value	AH	AR/A	V
ISO 4 –MNC, Masonry Noncombustible	EXC - Excluded from Coverage	A1 – A30	AR/AE	V1 – V30
ISO 5 – MRF, Modified Fire Resistive		AE	AR/A1 – A30	VE
ISO 6 – FR, Fire Resistive				

TEXAS ASSOCIATION *of* COUNTIES
RISK MANAGEMENT POOL

PROPERTY
COVERAGE DOCUMENT

SECTION A – COVERAGE AGREEMENT AND COVERED PROPERTY

1. COVERAGE PROVIDED

The coverage under this Coverage Document applies to property described on the schedule of values or covered under the terms and conditions of the AUTOMATIC COVERAGE (NEWLY ACQUIRED), ERRORS AND OMISSIONS, or MISCELLANEOUS UNNAMED PROPERTY provisions, unless otherwise provided.

The Contribution and Coverage Declarations (CCD) and schedule of values issued to the Member by the Pool is part of this Coverage Document, subject to the terms, conditions, definitions, exclusions and sublimits contained in this Coverage Document, any endorsements, and the Interlocal Participation Agreement (IPA).

Words and phrases that are capitalized have special meaning. Refer to SECTION H, DEFINITIONS.

2. USE OF COVERAGE TERMS

The Texas Association of Counties Risk Management Pool (Pool) was created by Interlocal agreement to enable its Members to obtain coverage against various types of risk. For convenience and clarity, this document may use terms customarily used in the insurance industry, but this is not a contract of insurance. It is an agreement between political subdivisions to cover certain property against risk pursuant to the provisions of Chapters 791 and 2259 of the Texas Government Code. The Pool's Members, which are political subdivisions of the State of Texas, participate in the Pool as an alternative to commercial insurance.

3. TERRITORY

The coverage under this Coverage Document applies to MEMBER PROPERTY unless otherwise provided. This Coverage Document covers MEMBER PROPERTY in the United States of America.

4. LIMITS OF LIABILITY

The Pool's maximum limit of liability in a single Occurrence regardless of the number of Member Properties or coverages involved will not exceed the total covered value limit indicated on the CCD or any amended coverage schedules.

The terms and conditions in this document, including the stated Sublimits, constitute the program as a whole for the Member. The Sublimits are a part of, and do not increase, any limits of liability of the program.

When a Sublimit is shown as applying as an annual aggregate limit provided below, the Pool's maximum limit of liability will not exceed that limit for all covered losses that occur during the Coverage Document period regardless of the number of MEMBER PROPERTY and coverages involved.

Any Sublimit for Earth Movement due to Earthquake, Flood, and Named Storm is the maximum amount potentially recoverable for all covered loss, damage, expense or time element loss relating to such an Occurrence.

The following Sublimits apply on a per Occurrence basis, unless otherwise stated on the CCD. Any Sublimit shown as an annual aggregate applies per Occurrence and to all losses for that peril/coverage in the aggregate during the coverage period.

Coverage	Sublimit
Accounts Receivable	$2,500,000
Aesthetic Impairment	$500,000
Automatic Coverage	
Newly Acquired MEMBER PROPERTY	$5,000,000
Rental Mobile Equipment- any one piece	$100,000
Claim Preparation Fees and Expenses	$100,000
Contingent Business Interruption/ Extra Expense	$250,000
Contingent Tax Revenue Interruption	$100,000
Crime	$250,000 per Occurrence
Employee Dishonesty	Included
Forgery or Alteration	Included
Theft, Disappearance and Destruction	Included
Robbery and Safe Burglary	Included
Computer Fraud and Funds Transfer Fraud	Included
Money Orders and Counterfeit Paper Currency	Included
Debris Removal	Greater of 25% of property damage loss or $2,500,000
Decontamination Costs	$500,000
Deferred Payments	$100,000
Earth Movement due to Earthquake	$10,000,000 annual aggregate
EDP Data & Media	$2,500,000
Equipment Breakdown, including	$50,000,000
Spoilage	$500,000
Service Interruption	$2,500,000
Business Income & Extra Expense	$1,000,000
Expediting Expense	$500,000
Hazardous Substance	$1,000,000
Ammonia Contamination	$500,000
Data & Media	$1,000,000
CFC Refrigerants	$100,000
Computer Equipment	$50,000,000
Water Damage	$50,000
Consequential Loss	$50,000
Errors and Omissions	$2,500,000
Evacuation Expense	$250,000
Expediting Expense	$1,000,000
Extended Period of Indemnity	$1,000,000
Fine Arts	$2,500,000; subject to $250,000 per item unless scheduled
Flood – as respects MEMBER PROPERTY situated wholly or partially within Special Flood Hazard Areas	$2,500,000 annual aggregate

Flood – Except Special Flood Hazard Areas	$10,000,000 annual aggregate
Flood – as respects structures located wholly or partially within Special Flood Hazard Areas that are ineligible property under the National Flood Insurance Program	$100,000
Golf Course Greens and Tees- resulting from a Named Peril	$1,000,000
Increased Cost of Construction	$2,000,000
Land and Water Contaminant or Pollutant Cleanup and Removal	$100,000 subject to $500,000 annual aggregate
Landscape Improvements- resulting from a Named Peril	$100,000 subject to $15,000 for any one tree or shrub
Law Enforcement Dogs and Horses	$30,000 per Animal
Miscellaneous Unnamed Property	$2,500,000
Mobile Equipment	As scheduled
Mold Resulting From a Named Peril	$1,000,000
Named Storm	Total Covered Value; not to exceed $50,000,000
Personal Property of Officials and Employees	$10,000
Personal Property of Others: not subject to deductible	$2,500
Property in the Course of Construction and Soft Costs	$2,500,000
Valuable Papers, Records	$2,500,000
Time Element Business Income and Extra Expense Ingress/Egress Interruption by Civil Authority Leasehold Interest Loss of Rents Property Damage and Time Element combined Service Interruption Transit per conveyance	 $10,000,000 $2,500,000 $2,500,000 $2,500,000 $500,000 $2,500,000 $2,500,000
Unmanned Aircraft Systems, including attached equipment	Not to exceed $100,000 unless scheduled
Unscheduled Airport Runways	$250,000
Unscheduled Mobile Equipment Attachments	$10,000
Unscheduled Piers, Docks, Pilings, Bulkheads, and Wharves	$250,000
Unscheduled Watercraft	$500,000
Upgrade to Green	$100,000

Time Limits

In addition to the time limits shown elsewhere in this Coverage Document, the following apply:

Automatic Coverage	120 Day Period
Automatic Coverage - Rental Mobile Equipment	120 Day Period
Automatic Coverage - Mobile Equipment	30 Day Period
Extended Period of Indemnity	180 Day Period
Ingress/Egress	30 Day Period
Interruption by Civil Authority	30 Day Period

5. MAXIMUM AMOUNT PAYABLE

The limit of liability shown on the CCD or in this Coverage Document, or endorsed onto this Coverage Document, is the total limit of the Pool's liability applicable to each Occurrence. The Pool's liability will never exceed the applicable limit of liability or aggregate limit of liability regardless of the number of MEMBER PROPERTY involved. In the event of a covered loss, the Pool's liability is limited to the lesser of the following:

A. The actual adjusted amount of loss, less applicable deductible; or

B. The limit of liability or aggregate limit of liability shown on the CCD or in this Coverage Document or endorsed onto this Coverage Document.

6. VALUE REPORTING PROVISIONS

The Member is required to provide the Pool 100% replacement cost values of MEMBER PROPERTY at the beginning of the Coverage Document period unless otherwise noted. The Member is not required to report changes in value for existing MEMBER PROPERTY during the Coverage Document period. The Member must report to the Pool all changes in value annually at renewal.

7. WAITING PERIOD

There is a 24-hour Waiting Period before service interruption, civil authority and ingress/egress coverage will be applicable.

8. DEDUCTIBLES

For a loss covered by this Coverage Document, the Pool will be liable only if the Member sustains a loss in a single Occurrence greater than the applicable deductible specified below, and only for its share of that greater amount. The deductible amount will not reduce the limit of liability.

A. Named Storm:
Property consisting of Mobile Equipment shall not be subject to a minimum deductible for Named Storm in Tier One Counties.

For MEMBER PROPERTY wholly or partially situated in Tier One Counties, the Member's deductible resulting from a Named Storm is 2% of the 100% replacement cost value, or 100% Reproduction Cost value if applicable, as of the date of the loss at the MEMBER PROPERTY where physical damage occurred and for which the Member is making a claim for loss or damage. If a claim for loss or damage resulting from a Named Storm involves loss or damage at more than one MEMBER PROPERTY, the deductible amount will be calculated separately

for each MEMBER PROPERTY suffering loss or damage and applied separately to the adjusted loss at each MEMBER PROPERTY, subject to the minimum deductible of $50,000 for all such loss or damage at all MEMBER PROPERTY combined.

For MEMBER PROPERTY located in all other counties the all other perils deductible per Occurrence applies.

If the Member maintains underlying coverage through the Texas Windstorm Insurance Association (TWIA), it is agreed that the coverage provided by this Coverage Document is excess and excludes the perils of wind and hail to the extent of recovery under the Member's TWIA policy. If the amount of loss payable under the Member's TWIA policy exceeds the applicable Named Storm in Tier One Counties deductible under this Coverage Document, then no deductible shall apply hereunder. However, if the amount to be paid under such TWIA policy is less than the applicable Named Storm in Tier One Counties deductible under this Coverage Document, the Member's deductible will not exceed the difference between the amount to be paid under the Member's TWIA policy and the applicable Named Storm in Tier One Counties deductible under this Coverage Document.

For Member buildings or structures located wholly or partially in a Special Flood Hazard Area, the following separate deductibles apply individually and supersede the Two or More Deductible provision for the perils of Flood or Storm Surge resulting from a Named Storm.

1) For all coverages under this Coverage Document, if the Member purchases coverage from the National Flood Insurance Program, the deductible shall be the amount recoverable from the National Flood Insurance Program or Actual Cash Value, not to exceed $500,000. This deductible would apply for each building or structure and for contents at each building or structure.

2) For all coverages under this Coverage Document, if the Member does not purchase coverage from the National Flood Insurance Program, or the property is not eligible for coverage from the National Flood Insurance Program, or in the event the National Flood Insurance Program is discontinued, the deductible shall be $500,000 per building or structure for real property and $500,000 for contents at each building or structure.

3) If insurance is otherwise available under the National Flood Insurance Program but the MEMBER PROPERTY is a structure similar in character and nature to those structures listed as "ineligible property" under the National Flood Insurance Program General Rules and not otherwise excluded by this Coverage Document, the Member's deductible shall be $25,000 subject to an amount not to exceed $100,000 per Occurrence. Examples include, but are not limited to, gazebos, pavilions, park equipment, fences, and gates.

4) If the community is participating in the Emergency Program under the National Flood Insurance Program, $500,000 as noted within this Section A. (1) is replaced with $100,000. If the property is eligible for coverage in the Emergency Program, $500,000 as noted within Section A. (2) is replaced with $100,000.

B. Flood
The Member's deductible for a loss resulting from a Flood is indicated on the CCD.

Property consisting of Mobile Equipment shall not be subject to the Special Flood Hazard Area deductible detailed below.

If a claim for losses resulting from Flood, as covered and defined under the National Flood Insurance Program, includes a Member's buildings or structures located wholly or partially in a Special Flood Hazard Area the following separate deductibles apply individually and supersede the Two or More Deductible provision:

1) For all coverages under this Coverage Document, if the Member purchases coverage from the National Flood Insurance Program, the deductible shall be the amount recoverable from the National Flood Insurance Program or Actual Cash Value, not to exceed $500,000. This deductible would apply for each building or structure for real property, and for contents at each building or structure.

2) For all coverages under this Coverage Document, if the Member does not purchase coverage from the National Flood Insurance Program, or the property is not eligible for coverage from the National Flood Insurance Program, or in the event the National Flood Insurance Program lapses or is discontinued, the deductible shall be $500,000 per building or structure for real property and $500,000 for contents at each building or structure.

3) If insurance is otherwise available under the National Flood Insurance Program but the MEMBER PROPERTY is a structure similar in character and nature to those structures listed as "ineligible property" under the National Flood Insurance Program General Rules and not otherwise excluded by this Coverage Document, the Member's deductible shall be $25,000 subject to an amount not to exceed $100,000 per Occurrence. Examples include, but are not limited to, gazebos, pavilions, park equipment, fences, and gates.

4) If the community is participating in the Emergency Program under the National Flood Insurance Program, $500,000 as noted within this Section B. (1) is replaced with $100,000. If the property is eligible for coverage in the Emergency Program, $500,000 as noted within Section B. (2) is replaced with $100,000.

C. All Other Perils
The Member's deductible for all other perils is indicated on the CCD.

D. Mobile Equipment
The Member's deductible for Mobile Equipment is indicated on the CCD.

E. Two or More Deductibles
Except as provided in A.8.B. above, if two or more deductibles apply to an Occurrence resulting in loss or damage covered under this Coverage Document, the total deductible will not exceed the single largest deductible applicable to the Occurrence.

Notwithstanding the terms of this Section, in any Occurrence where loss or damage is caused by more than one peril covered under this Coverage Document, the Member may separate the loss amount by peril and request the use of multiple applicable deductibles.

SECTION B - PROPERTY DAMAGE

1. MEMBER PROPERTY

This Coverage Document covers direct physical loss and direct physical damage loss for the following property, unless otherwise excluded elsewhere in this Coverage Document, anywhere within the Coverage Territory, to the extent of the Member's interest in such property.

A. Real Property, including but not limited to buildings, remodeling, installations, and construction in which the Member has an insurable interest.

B. Personal Property:

1) Owned by the Member, including the Member's interest as a tenant in improvements and betterments. In the event of physical loss or damage, the Pool agrees to accept and consider the Member as sole and unconditional owner of improvements and betterments, notwithstanding any contract or lease to the contrary;

2) Of officials and employees of the Member when in use within the scope of duties performed on behalf of the Member;

3) Of others in the Member's custody to the extent the Member is under obligation to keep covered for physical loss or damage covered by this Coverage Document; or

4) Of others in the Member's custody to the extent of the Member's legal liability for physical loss or damage to personal property. The Pool will defend that portion of any suit against the Member that alleges such liability and seeks damages for such covered physical loss or damage. The Pool may, without prejudice, investigate, negotiate and settle any claim or suit as the Pool deems expedient.

5) Equipment, Unmanned Aircraft Systems, and watercraft owned, rented, or leased by the Member.

This Coverage Document also covers the interest of contractors and subcontractors in covered property during construction at a MEMBER PROPERTY or within 1,000 feet thereof, to the extent of the Member's legal liability for covered physical loss or damage to such property. Such interest of contractors and subcontractors is limited to property damage only and such interest will not extend to any time element coverage provided under this Coverage Document.

2. PROPERTY EXCLUDED

This Coverage Document excludes:

A. Animals (other than law enforcement dogs and horses)

B. Aircraft, spacecraft or satellites except Unmanned Aircraft Systems.

C. Currency, money, precious metal in bullion form, notes, or securities.

D. Dams; canals; off shore drilling rigs; reservoirs; tunnels or bridges used by public vehicular traffic.

E. Equipment used to produce power or gas primarily for distribution to third parties.

F. Roadways, highways, or streets or any pavement that is part of a roadway, highway, or street (this includes but is not limited to roadway safety and control systems, sidewalks, curbs, culverts, or other paved surfaces).

G. Land, water or any other substance in or on land; except this exclusion does not apply to loss or damage at a MEMBER PROPERTY caused by or resulting from: Earth Movement, explosion, falling aircraft, fire, Flood, hail, lightning, Named Storm, smoke, tornado, vehicle impact, wind driven water, and windstorm for the following items:

1) Land improvements consisting of tunnels, or bridges (not including tunnels or bridges used for public vehicular traffic), piers, docks, pilings, bulkheads, wharves, piping, fiber optic cable, retaining walls, but not including any land beneath the property.

2) Site improvements consisting of parking lots, sidewalks, and culverts.

3) Athletic fields including necessary materials, fill, and substrate beneath such fields.

4) Water that is contained within any enclosed tank, piping system or any other processing equipment.

H. Motor vehicles licensed for road use.

I. Trailers licensed for road use, but not including trailers used for covered watercraft.

J. Overhead transmission and distribution lines located more than 1 mile from a MEMBER PROPERTY.

K. Property sold by the Member under conditional sale, trust agreement, installment plan or other deferred payment plan after delivery to customers except as provided by the deferred payment coverage of this Coverage Document.

L. Underground mines, mineshafts or caverns or any property within such mine, shaft or cavern.

M. Standing timber, growing crops, grass or sod (not including athletic fields).

3. ADDITIONAL COVERAGE

This Coverage Document includes the following additional coverage for physical loss or damage under this Coverage Document.

Additional Coverage:
Are subject to the applicable limit of liability;

Will not increase the total covered value limit of liability; and

Are subject to the coverage provisions, including applicable exclusions and deductibles in this Coverage Document.

A. ACCOUNTS RECEIVABLE

This Coverage Document covers any shortage in the collection of accounts receivable, resulting from covered physical loss or damage to accounts receivable records while anywhere within the Coverage Territory, including while in transit. The Pool will be liable for the interest charges on any loan to offset impaired collections pending repayment of a sum uncollectible as the result of a loss or damage. Unearned interest and service charges on deferred payment accounts and normal credit losses on bad debts will be deducted in determining the recovery.

1) In the event of loss to accounts receivable records, the Member will use all reasonable efforts, including legal action, if necessary, to effect collection of outstanding accounts receivable.

2) In reducing the loss under this additional coverage, the Member agrees to use any suitable property or service owned or controlled by the Member or obtainable from other sources. The Pool will pay reasonable and necessary costs incurred by the Member to reduce a loss up to the amount the loss was reduced.

3) If it is possible to reconstruct accounts receivable records so that no shortage is sustained, the Pool will be liable only for the reasonable and necessary cost incurred for material and time required to re-establish or reconstruct the records, and not for any costs covered by any other coverage.

4) Accounts Receivable Exclusions: The following exclusions are in addition to the Exclusions subsection of this Section:

   This additional coverage does not cover a shortage resulting from:

   a. Bookkeeping, accounting or billing errors or omissions;

   b. (i) Alteration, falsification, manipulation; or

      (ii) Concealment, destruction or disposal;

   of accounts receivable records committed to conceal the wrongful giving, taking, obtaining or withholding of money, securities or other property; but only to the extent of such wrongful giving, taking, obtaining or withholding.

5) The Pool will settle a loss under this subsection within 90 days from the date the physical loss or damage is reported by the Member. All amounts recovered by the Member on outstanding accounts receivable on or after the date of a loss reported to the Pool will belong and be paid to the Pool up to the amount of loss paid by the Pool. All recoveries exceeding the amount paid by the Pool will belong to the Member.

B. AESTHETIC IMPAIRMENT

Aesthetic impairment means marring, pitting or other superficial damage that altered the appearance of a roof or roof structure, but not the intended function of the roof or roof structure. The intended function of a roof or roof structure is to prevent the penetration of water into a building or structure.

C. AUTOMATIC COVERAGE (NEWLY ACQUIRED)
This Coverage Document covers MEMBER PROPERTY rented, leased, purchased, or newly constructed by the Member after the inception date of this Coverage Document.

This additional coverage does not apply to property covered in whole or in part by any other coverage.

This coverage will apply until the date the MEMBER PROPERTY is reported and bound by the Pool or the time limit shown in the time limits provision in the Limits of Liability has been reached. The time limit begins on the date of rental, lease, or purchase.

With respect to automatic coverage for Mobile Equipment, Member must have Mobile Equipment coverage in place at the time of loss. Coverage is subject to the deductible as shown on the CCD.

D. BRANDS AND LABELS
If branded or labeled property covered by this Coverage Document is physically damaged and the Pool elects to take all or any part of that property, the Member may at the Pool's expense:

1) Stamp salvage on the property or its containers; or

2) Remove or obliterate the brands or labels;

If doing so will not damage the property. In either event, the Member must relabel property or its containers to be in compliance with any applicable law.

E. CLAIMS PREPARATION FEES AND EXPENSES
This Coverage Document covers the actual costs incurred by the Member of reasonable fees payable to accountants, architects, auditors, engineers, or other professionals and the cost of using the Member's employees, to produce and certify information in the Member's records, or other proofs, information or evidence required by the Pool related to a covered loss payable under this Coverage Document for which the Pool has accepted liability.

This additional coverage excludes the fees and costs of attorneys, public adjusters, and loss appraisers, and any subsidiary or related entities owned or retained to assist them.

F. CONSEQUENTIAL REDUCTION IN VALUE
This Coverage Document covers the reduction in value of covered merchandise that is a part of pairs, sets or components, directly resulting from physical loss or damage covered by this Coverage Document to other covered parts of pairs, sets or components of the merchandise. If settlement is based on a constructive total loss, the Member will surrender the undamaged parts of the merchandise to the Pool.

G. DEBRIS REMOVAL
This Coverage Document covers the reasonable and necessary costs incurred to remove debris from a MEMBER PROPERTY that remains as a direct result of physical loss or damage covered by this Coverage Document.

This additional coverage does not cover the costs of removal of:

1) Contaminated uncovered property; or

2) The contaminant in or on uncovered property;

whether or not the contamination results from covered physical loss or damage. Contamination includes, but is not limited to, the presence of Pollutants or hazardous material.

H. DECONTAMINATION COSTS

If covered property is contaminated as a direct result of physical damage covered by this Coverage Document subject to a current law or ordinance regulating contamination, including the presence of Pollutants or hazardous material, this Coverage Document covers, as a direct result of enforcement of the law or ordinance, the increased cost of decontamination and removal of such contaminated covered property required to comply with the law or ordinance. This additional coverage applies only to that part of covered property contaminated as a direct result of covered physical damage.

The Pool is not liable for the costs required to remove contaminated uncovered property or the contaminant, whether or not the contamination results from a covered event.

I. DEFERRED PAYMENTS

This Coverage Document covers physical loss or damage to personal property covered and sold by the Member under a conditional sale or trust agreement or any installment or deferred payment plan and after the property has been delivered to the buyer. Coverage is limited to the unpaid balance for the property.

In the event of loss to property sold under deferred payment plans, the Member will use all reasonable efforts, including legal action, if necessary, to effect collection of outstanding amounts due or to regain possession of the property.

There is no liability under this Coverage Document for loss:

1) Pertaining to products recalled, including the costs to recall, test or to advertise such recall by the Member.

2) From theft or conversion by the buyer of the property after the buyer has taken possession of the property.

3) To the extent the buyer continues payments.

4) Not within the Coverage Territory.

J. EARTH MOVEMENT

This Coverage Document covers physical loss or damage caused by or resulting from Earth Movement.

All Earth Movement within a continuous 168 hour period will be considered a single Earth Movement; the beginning of such period shall be determined by the Member.

K. EVACUATION EXPENSE

In the case of actual or imminent loss or damage of the type covered against by this Coverage Document or a Mandatory Evacuation Order, this additional coverage will pay the expenses incurred by the Member for the emergency evacuation of patients, inmates, and juvenile detainees from a MEMBER PROPERTY and will cover the reasonable and necessary expenses to return the patients, inmates, and juvenile detainees.

Mandatory Evacuation Order means the first public broadcast of a compulsory evacuation made by the responsible civil authority that is specific as to the effective date, time and area affected and which arises out of a peril for which coverage would have been provided if such peril had caused loss or damage to a MEMBER PROPERTY. The Mandatory Evacuation Order must commence during the coverage period. Recommended, advisory, precautionary, or voluntary evacuation is not included in the definition of Mandatory Evacuation Order.

This additional coverage does not apply to any expenses incurred for scheduled evacuation drills, fire or safety drills or the evacuation of patients, inmates, and juvenile detainees due to a medical condition. This coverage also includes expenses incurred to return patients, inmates, and juvenile detainees to MEMBER PROPERTY.

L. ERRORS AND OMISSIONS

If physical loss or damage is not payable under this Coverage Document solely due to an error or unintentional omission:

1) In the description of where covered property is physically located;

2) To include any MEMBER PROPERTY:

   a. Owned, rented or leased by the Member on the effective date of this Coverage Document; or

   b. Purchased, rented or leased by the Member during the term of this Coverage Document; or

3) That results in cancellation of the property covered under this Coverage Document;

This Coverage Document covers such physical loss or damage, to the extent it would have provided coverage had such error or unintentional omission not been made provided that the Member promptly report any error or unintentional omission to the Pool when discovered and corrected.

M. EXPEDITING COSTS

This Coverage Document covers the reasonable and necessary costs incurred to pay for the temporary repair of covered damage to covered property and to expedite the permanent repair or replacement of the damaged property.

This additional coverage does not cover costs:

1) Recoverable elsewhere in this Coverage Document; or

2) Of permanent repair or replacement of damaged property.

N. FINE ARTS
This Coverage Document covers physical loss or damage to Fine Arts articles while anywhere within the Coverage Territory, when scheduled including while in transit.

1) This additional coverage excludes loss or damage if the Fine Arts cannot be replaced with other of like kind and quality, unless it is specifically declared to the Pool.

2) In addition, as respects Fine Arts, the following exclusions apply:

a. Loss or damage from any repairing, restoration or retouching process.

3) Fine Arts means manuscripts; paintings; etchings; pictures; tapestries; rare or art glass; art glass windows; valuable rugs; statuary; sculptures; antique furniture; antique jewelry; murals; bric-a-brac; porcelains; and similar property of rarity, historical value, or artistic merit, excluding automobiles, coins, stamps, furs, jewelry, precious stones, precious metals, watercraft, aircraft, money, or securities.

O. FIRE BRIGADE CHARGES AND EXTINGUISHING EXPENSES
This Coverage Document covers the following expenses resulting from a covered loss:

1) Fire brigade charges and any extinguishing expenses which the Member incurs; and

2) Loss and disposal of fire extinguishing materials expended.

P. FLOOD
This Coverage Document covers physical loss or damage caused by or resulting from Flood. Storm Surge is not considered to be loss by Flood within the terms and conditions of this Coverage Document.

Q. GOLF COURSE GREENS AND TEES
This Coverage Document covers loss to golf course greens and tees (including practice greens and tees as well as sand traps and bunkers) caused by or resulting from the following causes of loss: Earthquake, explosion, falling aircraft, fire, hail, lightning, Named Storm, smoke, tornado, vandalism or malicious mischief, vehicles, and windstorm.

Drought, freeze, Mold, Fungus, disease or rot is specifically not covered by this extension.

This Coverage Document covers the cost for debris removal and time element and does not increase the limits of liability that apply with this additional coverage extension.

R. INCREASED COST OF CONSTRUCTION
1) This Coverage Document covers the reasonable and necessary costs incurred to satisfy the minimum requirements of the enforcement of any law or ordinance effective on the date of covered loss or damage regulating the demolition, construction, repair, replacement or use of buildings or structures at a MEMBER PROPERTY, provided that the enforcement is a direct result of the covered loss or damage.

2) This additional coverage does not cover any loss due to any law or ordinance with which the Member should have complied before the loss.

3) This additional coverage covers only:

   a. The cost to repair or rebuild the physically damaged portion of property with materials and in a manner to satisfy the law or ordinance; and

   b. To the extent that the costs result when the total demolition of the damaged covered property is required to satisfy the law or ordinance the cost:

      (i) To demolish the physically undamaged portion of the property covered; and

      (ii) To rebuild it with materials and in a manner to satisfy such law or ordinance.

4) This additional coverage excludes any costs incurred as a direct or indirect result of enforcement of any laws or ordinances regulating any form of contamination, including the presence of Pollutants or hazardous material.

5) The Pool's maximum liability for this additional coverage at each MEMBER PROPERTY in any Occurrence will not exceed the actual cost incurred in demolishing the physically undamaged portion of the property covered plus the lesser of:

   a. The reasonable and necessary cost incurred, excluding the cost of land, in rebuilding on another site; or

   b. The cost of rebuilding on the same site.

   If the coverage under this clause is subject to a sublimit, such sublimit shall only apply with respects to paragraph 3)a. above. Such sublimit shall not apply with respect to paragraph 3)b. above where coverage described therein shall be included within the Limits of Liability.

S. LAND AND WATER CONTAMINANT OR POLLUTANT CLEANUP, REMOVAL & DISPOSAL
This Coverage Document covers the reasonable and necessary cost for the cleanup, removal and disposal of contaminants or pollutants from uncovered property consisting of land, including water or any other substance in land, and water on land, at a MEMBER PROPERTY if the release, discharge or dispersal of contaminants or pollutants is a direct result of covered physical loss or damage to covered property.

This Coverage Document does not cover the cost to cleanup, remove and dispose of contaminants or pollutants from property:

1) At any MEMBER PROPERTY covered for personal property only; or

2) When the Member fails to give written notice of loss to the Pool within 180 days after inception of the loss.

T. LANDSCAPE IMPROVEMENTS

This Coverage Document covers loss to shrubs or trees caused by or resulting from the following causes of loss: Earthquake, explosion, falling aircraft, fire, Flood, hail, lightning, Named Storm, smoke, tornado, vehicle impact, wind driven water and windstorm.

U. LAW ENFORCEMENT DOGS AND HORSES – MORTALITY, THEFT AND LOSS OF USE

Animal means a dog or horse owned by the Member and used in the service of a law enforcement department or agency of the Member, excluding any puppies or foals within the covered dog or horse.

Humane Destruction means the destruction of an Animal to prevent excessive continued suffering due to an incurable injury or terminal disease.

Mortality means death resulting directly or indirectly from accident, illness, or disease during the course and scope of duties of the Animal.

Theft has the meaning prescribed in the Texas Penal Code §31.03.

The Pool will pay the Member for losses resulting from the Mortality or Theft of an Animal up to the limit of liability shown on the CCD. If coverage is terminated, the coverage provided by the Pool will be extended to cover Mortality which occurs within 30 days after the date of termination that is the result of an accident, illness, or disease that occurred and was reported by the Member during the Coverage Document period.

1) The Pool will not provide coverage for a claim on an Animal that:

   a. Suffered from an illness or injury within the 12 months before the Coverage Document period that the Member did not report to the Pool;

   b. Is not owned by the Member;

   c. Is retired from active duty; or

   d. Is eight years old or older.

The Pool's liability for a loss resulting from Theft of an Animal begins 90 days after the date the Member notifies the Pool of the Theft, provided that the Animal has not been recovered in that time. If an Animal has been recovered after a Theft, the Member must return any payment made by the Pool before the recovery.

2) Coverage is excluded for any loss resulting directly or indirectly from:

   a. Surgical operations, administration of drugs, medication or inoculation, unless it is performed by a licensed veterinarian and certified as required in an attempt to prevent Mortality or Humane Destruction of an Animal;

   b. Mysterious disappearance or escape;

   c. Intentional destruction, except Humane Destruction or if the Pool agrees to the

destruction;

d. Destruction as a result of governmental order, due to exposure to or contraction of any communicable disease;

e. Voluntary parting with the title or possession of the Animal because of fraud, trick, or false pretense; or

f. Mortality of an Animal boarded outside the United States and then returned to the United States within the six months preceding its death.

3) As a condition of coverage:

a. The Member shall dispose of the remains of any Animal at the Member expense.

b. In case of injury or illness to an Animal, the Member must:

(i) Immediately notify the Pool;

(ii) Employ a licensed veterinarian, at the Member expense, to treat the Animal; and

(iii) Secure proper care and, if required, allow the Animal to be removed for treatment, at the Member expense.

c. If the Animal dies or is stolen, the Member must:

i) Immediately notify the Pool, and in the case of Theft, also the police, local animal control, and humane society.

ii) Give to the Pool, within 60 days, a copy of:

(a) The registration certificate or other proof of age;

(b) The postmortem examination report in the event of death; and

(c) A signed and sworn proof of loss and details of costs associated with acquisition and initial training of the Animal including the cost associated with veterinarian fees and expenses.

4) Loss of Use: If a Member loses the use of an Animal due to a covered claim, the Pool will pay the Member if the Animal:

a. Is injured by external, accidental, and violent means during the period this additional coverage is in effect;

b. Becomes totally and permanently unfit for its current use as a result of such injury; and

c. Does not require destruction for humane reasons.

Coverage for loss of use is extended after the expiration of the Coverage Document period to loss of use first occurring within 90 days after expiration, resulting from injury which occurs prior to expiration

5) As a condition of coverage:

   a. The Member must give the Pool immediate notice of any accident resulting in an injury which may give rise to a claim for loss of use.

   b. Within 14 days of such accident, the Member must provide a full veterinary report by a qualified veterinary surgeon, which will include:

      i) A description of the events and the injury suffered;

      ii) The treatment rendered; and

      iii) The opinion of the veterinary surgeon as to the Animal's fitness for its current use.

V. MISCELLANEOUS UNNAMED PROPERTY

This Coverage Document covers the Member's interest in covered property within the Coverage Territory which is not specifically on file, identified, or scheduled, except for property that is waterborne.

This provision does not cover any property covered or excluded under any other provision of this Coverage Document.

W. MOLD RESULTING FROM A NAMED PERIL

Unless otherwise excluded elsewhere in this Coverage Document, this Coverage Document covers any loss or damage in the form of, caused by, contributed to or resulting from Fungus, Mold, mildew or yeast, or any Spores or toxins created or produced by or emanating from Fungus, Mold, bacteria, mildew or yeast which the Member establishes is a direct result of an Earthquake, explosion, falling aircraft, fire, Flood, hail, lightning, Named Storm, smoke, tornado, vehicle impact, wind-driven water, and windstorm provided that the Fungus, Mold, mildew or yeast loss or damage is reported to the Pool within 12 months from the date of the loss.

X. PROPERTY IN THE COURSE OF CONSTRUCTION AND SOFT COSTS

This Coverage Document covers projects in the course of construction. This additional coverage also covers the reasonable and necessary Soft Costs.

Y. PROTECTION AND PRESERVATION OF PROPERTY

This Coverage Document covers:

1) Reasonable and necessary costs, as specified below, incurred for actions to temporarily protect or preserve covered property, provided that the actions are necessary due to actual covered physical loss or damage or to prevent immediately impending covered physical loss or damage.

2) Subject to the deductible provisions that would have applied had physical loss or damage

occurred to covered property, this additional coverage covers the reasonable and necessary includes, but is not limited to costs incurred for:

a. Fire department fire-fighting charges imposed as a result of responding to a fire in, on or exposing covered property;

b. Restoring and recharging fire protection systems following a covered loss; and

c. The water used for fighting a fire in, on or exposing covered property.

Z. SERVICE INTERRUPTION PROPERTY DAMAGE

1) This Coverage Document covers physical loss or damage to covered property at a MEMBER PROPERTY when the physical loss or damage results from the interruption of the following incoming or outgoing services: electricity, telecommunications, gas, fuel, steam, water, refrigeration, or sewerage because of physical loss or damage to the service suppliers facilities if it is the type covered against for a Member's covered real and personal property located within the Coverage Territory and the physical loss or damage immediately prevents in whole or in part the delivery of service.

2) This additional coverage will apply when the Period of Service Interruption exceeds the Waiting Period in Section A.

a. As a condition of coverage, the Member must immediately notify the service supplier of any interruption to service.

b. Coverage is excluded if the interruption of services is caused directly or indirectly by the failure of the Member to comply with the terms and conditions of any contracts the Member has for the supply of services.

Period of Service Interruption means the period starting at the time an interruption of specified services occurs and ending when, with due diligence and dispatch, the service could be wholly restored or the time the service was actually restored, whichever is earlier.

AA. TERRORISM

This Coverage Document covers physical loss or damage caused by or resulting from Terrorism.

AB. TRANSIT

1) This Coverage Document covers MEMBER PROPERTY in transit in the Coverage Territory, except as specifically excluded provided that it is:

a. Owned by the Member;

b. Shipped to customers under F.O.B., C & F or similar terms and the Member's contingent interest in the shipment is admitted;

c. Owned by another and in the actual or constructive custody of the Member, to the extent of the Member's interest or legal liability; or

d. Owned by another if sold by the Member and the Member has agreed before the loss to insure the MEMBER PROPERTY during course of delivery.

2) This additional coverage excludes:

a. Samples in the custody of salespeople or selling agents;

b. Personal property covered under import or export ocean marine coverage;

c. Waterborne shipments, unless:

i) By inland water; or

ii) By coastal shipments;

d. Airborne shipments unless by regularly scheduled passenger airlines or air freight carriers.

e. Property of others, including the Member's legal liability for it, hauled on vehicles owned, leased or operated by the Member when acting as a common or contract carrier;

f. Any transporting vehicle; and

g. Property shipped between continents, except by land or air between Europe and Asia.

3) Coverage Attachment and Duration:

a. Property from the time it leaves the original point of shipment for transit until the property arrives at its destination. Except that coverage on export shipments not covered under ocean cargo policies ends when the property is loaded on board overseas vessels or aircraft and coverage on import shipments not covered under ocean cargo policies begins after discharge from overseas vessels or aircraft.

4) This additional coverage covers

a. General average and salvage charges on shipments covered while waterborne; and

b. Physical loss or damage caused by or resulting from:

i) Unintentional acceptance of fraudulent bills of lading, shipping or messenger receipts; or

ii) Improper parties having gained possession of property through fraud or deceit.

5) Additional coverage provisions:

a. This additional coverage will not inure directly or indirectly to the benefit of any carrier or bailee.

b. As a condition of coverage, the Member may:

i) Accept ordinary bills of lading used by carriers, released bills of lading, undervalued bills of lading, and shipping or messenger receipts;

ii) Waive subrogation against railroads under sidetrack agreements; and

iii) Not enter into any special agreement with carriers releasing them from their common law or statutory liability.

AC. VALUABLE PAPERS & RECORDS AND EDP DATA & MEDIA

This Coverage Document covers physical loss or damage to Valuable Papers & Records and EDP Data & Media in the Coverage Territory, including while in transit.

This additional coverage excludes loss or damage to:

a. Property held as samples for sale or delivery after sale, and

b. Errors or omissions in processing, programming or copying unless physical damage not excluded by this Coverage Document results, limited to the resulting damage.

Valuable Papers & Records means written, printed or otherwise inscribed documents, securities, and records including but not limited to books, maps, films, drawings, abstracts, evidence of debt, deeds, mortgages, mortgage files, manuscripts and micro or electronically/magnetically inscribed documents, excluding the monetary value of monies and securities.

EDP Data & Media means all forms of data, converted data, electronically converted data, programs, applications, instructions and media vehicles employed.

4. EXCLUSIONS

The following exclusions apply unless specifically stated elsewhere in this Coverage Document:

A. This Coverage Document excludes:

1) Indirect or remote loss or damage;

2) Interruption of business except to the extent provided by this coverage document;

3) Loss of market value or loss of use;

4) Loss or damage or deterioration arising from any delay;

5) Mysterious disappearance, loss or shortage disclosed on taking inventory for which the loss

can be proven solely on the inventory records, or any unexplained loss;

6) Loss from enforcement of any law or ordinance:

   a. Regulating the construction, repair, replacement, use or removal, including debris removal, of any property; or

   b. Requiring the demolition of any property, including the cost in removing its debris; except as provided by the debris removal, decontamination costs and increased cost of construction coverage of the Property Damage section.

7) Loss from any of the accumulated effects of smog, smoke, vapor, liquid, moisture or dust.

8) Damage resulting from lack of faulty or inadequate maintenance.

B. This Coverage Document excludes loss or damage directly or indirectly caused by or resulting from any of the following regardless of any other cause or event, whether or not covered under this Coverage Document, contributing concurrently or in any other sequence to the loss:

1) Communicable Disease

   a. Notwithstanding any other provision of the Coverage Document to the contrary, the Pool excludes any loss, damage, liability, claim, cost or expense of whatsoever nature, directly or indirectly, caused by, contributed to by, resulting from, arising out of, or in connection with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease regardless of any other cause or event contributing concurrently or in any other sequence thereto.

2) Nuclear reaction or nuclear radiation or radioactive contamination. However:

   a. If physical damage by fire or sprinkler leakage results, then only that resulting damage is covered; but not including any loss or damage due to nuclear reaction, radiation or radioactive contamination.

   b. This Coverage Document does cover physical damage directly caused by sudden and accidental radioactive contamination, including resultant radiation damage, from material used or stored or from processes conducted on the MEMBER PROPERTY, provided that on the date of loss, there is neither a nuclear reactor nor any new or used nuclear fuel on the MEMBER PROPERTY.

3) a. Hostile or warlike action in time of peace or war, including action in hindering, combating or defending against an actual, impending or expected attack by any:

   (i) Government or sovereign power (de jure or de facto);

   (ii) Military, naval or air force; or

   (iii) Agent or authority of any party specified in (i) or (ii) above.

b. Discharge, explosion or use of any nuclear device, weapon or material employing or involving nuclear fission, fusion or radioactive force, whether in time of peace or war and regardless of who commits the act.

c. Insurrection, rebellion, revolution, civil war, usurped power, or action taken by governmental authority in hindering, combating or defending against such an event.

d. Seizure or destruction under quarantine or custom regulation, or confiscation by order of any governmental or public authority.

e. Risks of contraband, or illegal transportation or trade.

4) Except as provided in Section F, Crime Coverage, any dishonest act, including theft, committed alone or in collusion with others, at any time:

a. By a Member or any officer, or employee of a Member; or

b. By any proprietor, partner, director, trustee, or officer of any business or entity (other than a common carrier) engaged by a Member to do anything in connection with property covered under this Coverage Document.

This Coverage Document covers acts of direct covered physical damage intentionally caused by an employee of a Member or any individual specified in b. above, and done without the knowledge of the Member, except loss by theft by any individual specified in a. or b. above.

5) Lack of the following services:

a. Incoming or outgoing electricity, fuel, water, gas, steam, refrigerant;

b. Incoming or outgoing sewerage;

c. Incoming or outgoing telecommunications;

all when caused by an Occurrence off the MEMBER PROPERTY, except as provided in Service Interruption in the Property Damage or Time Element sections of this Coverage Document. Except when the lack of such a service directly causes physical damage covered by this Coverage Document on the MEMBER PROPERTY, limited to the resulting damage that is covered.

6) The unlawful possession, use, release, discharge, dispersal or disposal of any chemical or similar agent or matter regardless of who is responsible for the act and whether war has been declared or not, and regardless of any other cause or event contributing concurrently or in any other sequence thereto.

C. This Coverage Document excludes the following, unless physical damage not excluded by this Coverage Document results, limited to the resulting damage that is covered:

1) Faulty workmanship, material, construction or design from any cause.

2) Loss or damage to stock or material attributable to manufacturing or processing operations while the stock or material is being processed, manufactured, tested, or otherwise worked on.

3) Deterioration, depletion, rust, corrosion or erosion, wear and tear, inherent vice or latent defect.

4) Settling, cracking, shrinking, bulging, or expansion of foundations (including any pedestal, pad, platform or other property supporting machinery), floors, pavements, walls, ceilings or roofs.

5) Changes of temperature damage (except to machinery or equipment); or changes in relative humidity damage; all whether atmospheric or not.

6) Insect, animal or vermin damage, except damage to Mobile Equipment.

7) Collapse, including any of the following conditions or property or any part of the property:

   a. An abrupt falling down or caving in;

   b. Loss of structural integrity, including separation of parts of the property or property in danger of falling down or caving in; or

   c. Any cracking, bulging, sagging, bending, leaning, settling, shrinkage or expansion as such condition relates to (a) or (b) above.

   This exclusion does not apply:

   a. To the extent that coverage is caused by one or more of the following:

      1. Fire; lightning; explosion; windstorm or hail; smoke; aircraft or vehicles; riot or civil commotion; vandalism; leakage from fire extinguishing equipment; “sinkhole collapse”; volcanic action; falling objects; weight of snow, ice or sleet; water damage, meaning accidental discharge of water or steam as the direct result of the breaking apart or cracking of a system or appliance containing water or steam;

      2. Decay, insect or vermin damage that is hidden from view, unless the presence of such decay is known to a Member prior to collapse;

      3. Breakage of building glass;

      4. Weight of rain that collects on a roof;

      5. Weight of people or personal property; or

      6. Use of defective material or methods, in construction, remodeling or renovation if the collapse occurs during the course of construction, remodeling, or renovation. However, if the collapse occurs after construction, remodeling, or renovation is

complete and is caused in part by a cause of loss listed in 4.C.7. 1 through 5 above, the Pool will pay for the loss or damage even if use of defective material or methods, in construction remodeling, or renovation, contributes to the collapse.

D. This Coverage Document excludes the following unless directly resulting from other physical damage not excluded by this Coverage Document:

1) Contamination including but not limited to the presence of Pollutants or hazardous material; and

2) Shrinkage, changes in color, flavor, texture or finish.

3) Asbestos material defects, treatment, abatements or removal.

E. This Coverage Document excludes the following unless directly resulting from the following causes of loss: fire, lightning, Earthquake, explosion, falling aircraft, Flood, smoke, vehicle impact, Named Storm, wind driven water, hail, windstorm, and tornado.

1) Any functioning or malfunctioning of the internet or similar facility, or of any intranet or private network or similar facility, including but not limited to Computer Virus. Computer Virus means a set of corrupting, harmful or otherwise unauthorized instructions or code including a set of maliciously introduced unauthorized instructions or code, programmatic or otherwise, that propagate themselves through a computer system or network of whatsoever nature. Computer Virus includes but is not limited to 'Trojan Horses', 'worms', and 'time or logic bombs'.

2) Any corruption, destruction, distortion, erasure or other loss or damage to data, software, or any kind of programming or instruction set.

3) Loss of use or functionality, whether partial or entire, of data, coding, program, software, any computer or computer system or other device dependent upon any microchip or embedded logic, and any ensuing liability or failure of the Member to conduct business.

4) The failure of any of the following, whether owned by you or others:

a. Data processing equipment, software, data, or media;

b. Hardware or software based computer operating systems;

c. Microprocessors;

d. Integrated circuits; or,

e. Any other electronic equipment, computerized equipment, or similar devices;

due to the inability of these items to correctly recognize, process, or accept one or more dates or times as their true calendar date or time.

5) Fungus, Mold(s), mildew or yeast; or any Spores or toxins created or produced by or

emanating from such Fungus, Mold(s), mildew or yeast;

a. Fungus means, but is not limited to, any of the plants or organisms belonging to the major group fungi, lacking chlorophyll, and including Mold(s), rusts, mildews, smuts and mushrooms;

b. Mold(s) means, but is not limited to, any superficial growth produced on damp or decaying organic matter or on living organisms, and fungi that produce Mold(s);

c. Spores means any dormant or reproductive body produced by or arising or emanating out of any Fungus, Mold(s), mildew, plants, organisms or microorganisms.

F. Privacy or Security Event Liability and Expense Coverage

1) This Coverage Document does not provide coverage for any liability, loss, penalty or expense arising directly or indirectly from any Privacy or Security Event.

2) For purposes of this exclusion the following definitions apply:

Computer System means computers and associated input and output devices, data storage devices, networking equipment and backup facilities:

a. Operated by and either owned by or leased to any Member; or

b. Operated by a third party service provider and used to provide hosted computer application services to the Member or for processing, maintaining, hosting or storing the Member's electronic data pursuant to a written contract with the Member for such services.

Personal Information means an individual's name in combination with one or more of the following:

a. Information concerning the individual that constitutes "nonpublic personal information" as defined in the Gramm-Leach Bliley Act of 1999, as amended, and implementing regulations;

b. Medical or health care information concerning the individual, including without limitation "protected health information" as defined in the Health Insurance Portability and Accountability Act of 1996, as amended, and implementing regulations;

c. The individual's Social Security number, driver's license or state identification number, credit, debit, or other financial account numbers and associated security codes, access codes, passwords or personal identification numbers that allow access to the individual's financial account information; or

d. Other nonpublic personally identifiable information, as protected under any local, state, federal or foreign law;

Provided, however, Personal Information does not include information that is lawfully available to the public, including without limitation information lawfully available from any

Member or any local, state, federal or foreign governmental entity.

Privacy or Security Event means:

a. The actual or reasonably suspected theft, loss or unauthorized disclosure of or access to Personal Information in the care, custody or control of the Member or for which the Member is legally responsible, regardless of whether such Personal Information is maintained in electronic, paper or any other format; or

b. A violation or failure of the security of a Computer System, including but not limited to unauthorized access, unauthorized use, a denial of service attack or receipt or transmission of malicious code.

SECTION C - TIME ELEMENT

Capitalized terms in this section refer to the descriptions in the Time Element coverage provision below.

1. LOSS COVERED

A. This Coverage Document covers time element loss, as provided in the Time Element coverage, directly resulting from covered physical loss or damage:

1) To property described elsewhere in this Coverage Document and not otherwise excluded by this Coverage Document or otherwise limited in the Time Element coverage provision below;

2) Used by the Member, or for which the Member has contracted use;

3) Located at a MEMBER PROPERTY, or, in the case of personal property, in the Coverage Territory;

4) While in transit as provided by this Coverage Document; and

5) During the period of liability described in this Section.

B. This Coverage Document covers time element loss only to the extent it cannot be reduced through:

1) The use of any property or service owned or controlled by the Member;

2) The use of any property or service obtainable from other sources;

3) Working extra time or overtime; or

4) The use of inventory;

at a MEMBER PROPERTY or at any other location.

C. This Coverage Document covers expenses reasonably and necessarily incurred by the

Member to reduce the loss otherwise payable under this Section, not to exceed the amount by which the loss has been reduced.

D. Except for leasehold interest, in determining the amount of loss payable, the Pool will consider the experience of the Member before and after and the probable experience during the period of liability.

2. TIME ELEMENT COVERAGE

A. Business Income

1) Measurement of Loss:

a. The recoverable Business Income loss is the actual loss sustained by the Member of the following during the period of liability:

i) Gross Earnings, including Ordinary Payroll;

ii) Less all charges and expenses that do not necessarily continue during the interruption of production or suspension of business operations or services;

iii) Plus all other earnings derived from the operation of the business.

b. In determining the amount payable as the actual loss sustained, the Pool will consider the continuation of only those normal charges and expenses that the amount payable would have been earned had no interruption of production or suspension of business operations or services occurred.

c. There is recovery under this coverage only to the extent that the Member is:

i) Wholly or partially prevented from producing goods or continuing business operations or services;

ii) Unable to make up lost production within a reasonable period of time, not limited to the period during which production is interrupted;

iii) Unable to continue such operations or services during the period of liability; and

iv) Able to demonstrate a loss of sales for the services or production prevented.

2) Definitions

Gross Earnings means:

a. For manufacturing operations: the net sales value of production less the cost of all raw stock, materials and supplies used in such production; or

b. For mercantile or non-manufacturing operations: the total net sales less cost of merchandise sold, materials and supplies consumed in the operations or services rendered by the Member.

Ordinary Payroll means the Member payroll for all employees except officers, executives,

department managers, and employees under contract. It is comprised of, but not limited to, the payroll, benefits paid for the payroll, social security (FICA, union dues paid for the payroll, and workers' compensation paid for the payroll.

B. Extra Expense

1) Measurement of Loss:

The recoverable extra expense loss will be the reasonable and necessary extra costs incurred by the Member of the following during the period of liability:

a. Extra expenses to temporarily continue as nearly normal as practicable the conduct of the Member business in the conditions that would have existed had no physical loss or damage occurred;

b. Plus extra costs of temporarily using property or facilities of the Member or others;

c. Less any value remaining at the end of the period of liability for property obtained in connection with the above.

2) For an extra expense loss, the following are excluded:

a. Any loss of income.

b. Costs that normally would have been incurred in conducting the business during the same period had no physical loss or damage occurred.

c. Cost of permanent repair or replacement of property that has been damaged or destroyed.

d. Any expense recoverable elsewhere in this Coverage Document.

C. Leasehold Interest

1) Measurement of Loss:

The recoverable leasehold interest loss is as follows:

a. If the lease agreement requires continuation of rent, and if the property is wholly untenantable or unusable, the actual rent payable for the unexpired term of the lease; or if the property is partially untenantable or unusable, the proportion of the rent payable for the unexpired term of the lease.

b. If the lease is canceled by the lessor pursuant to the lease agreement or by the operation of law, the Lease Interest for the first three months following the loss and the Net Lease Interest for the remaining unexpired term of the lease.

2) Definitions

a. Lease Interest means the excess rent paid for the same or similar replacement property over actual rent payable plus cash bonuses or advance rent paid (including maintenance or operating charges) for each month during the unexpired term of the

Member's lease.

b. Net Lease Interest means that sum which placed at three percent interest rate compounded annually would equal the Lease Interest (less any amounts otherwise payable hereunder).

3) Leasehold Interest Exclusions: For a leasehold interest loss, the Time Element Exclusions below do not apply and the following exclusions apply instead:

This Coverage Document does not cover any increase in loss resulting from the suspension, lapse or cancellation of any lease, or from the Member exercising an option to cancel the lease, or from any act or omission of the Member that constitutes a default under the lease.

In addition, there is no coverage for the Member's loss of leasehold interest directly resulting from damage to personal property.

D. Loss of Rents
Measurement of Loss:

1) The recoverable loss of rents loss is the actual loss sustained by the Member, excluding non-continuing charges and expenses, of the following during the period of liability:

a. The fair rental value of any portion of the property occupied by the Member;

b. The income reasonably expected from rentals of unoccupied or unrented portions of the property; and

c. The rental income from the rented portions of the property according to bona fide leases, contracts or agreements in force at the time of loss.

2) Loss of Rents Exclusions: For a loss of rents loss, Time Element Exclusion A below does not apply and the following applies instead:

This Coverage Document does not cover any loss of rental income during any period in which the Member's property would not have been tenantable for any reason other than a covered loss.

E. Contingent Tax Revenue Interruption (Excluding Earth Movement, Named Storm, and Flood)
This Coverage Document covers against loss resulting directly from necessary interruption of sales, property or other tax revenue collected by or due the Member caused by damage or destruction by a peril not excluded from this Coverage Document to property which is not operated by the Member and which wholly or partially prevents the generation of revenue for the account of the Member.

1) In the event of such damage or destruction, the Pool will provide coverage, with limitations as indicated, if the following conditions are both met:

a. The Member's total revenue is reduced to less than 97.5% of the Member anticipated

revenue had no loss occurred; and

b. The Member's actual loss is limited to the length of time that would be required with exercise of due diligence and dispatch to rebuild, replace or repair the contributing property beginning on the date of damage to the contributing property, but not limited by the expiration date of this Coverage Document.

2) Deductible: Each loss or series of losses arising out of one event at each MEMBER PROPERTY shall be adjusted separately and from the aggregated amount of all such losses 2.50% of the annual revenue value shall be deducted.

3. TIME ELEMENT COVERAGE EXTENSIONS

A. Contingent Business Interruption

This Coverage Document covers the actual loss sustained and extra expense incurred by the Member during the period of liability directly resulting from covered physical loss or damage to covered property at direct supplier or customer locations in the Coverage Territory.

The term supplier or customer does not include any entity supplying to or receiving from the MEMBER PROPERTY electricity, fuel, gas, water, steam, refrigeration, sewage or telecommunications.

B. Extended Period of Indemnity

The Gross Earnings and loss of rents are extended to cover the reduction in sales resulting from:

1) The interruption of business covered by Gross Earnings:

a. For the additional length of time required to exercise due diligence and dispatch to restore the Member's business to the condition that would have existed had no loss occurred; and

b. Beginning on the date on which the Pool's liability for loss resulting from interruption of business would terminate if this extension had not been included.

2) The loss or rental income or rental value as covered by Loss of Rents.

Extended Period of Indemnity Exclusions: As respects extended period of indemnity, the time element exclusion for increase in loss due to suspension, lapse of any lease, contract or license or order does not apply.

This Coverage Document does not cover any increase in loss due to fines or damages for breach of contract or for late or non-completion of orders, or penalties of any nature.

Coverage under this extension for the reduction in sales due to contract cancellation is limited to only those sales that would have been earned under the contract during the Extended Period of Indemnity.

This Coverage Document does not provide coverage under this extension for more than the number of consecutive days shown in the Limits of Liability provision in Section A.

C. Ingress/Egress
This Coverage Document covers the actual loss sustained and extra expense incurred by the Member due to the necessary interruption of the Member's business due to prevention of ingress to or egress from a MEMBER PROPERTY, provided that such prevention is a direct result of covered physical damage to the kind of property not excluded by this Coverage Document located within five miles of the MEMBER PROPERTY incurring loss.

Ingress/Egress Exclusions: As respects ingress/egress, the following exclusions are applicable:

This Coverage Document does not cover loss resulting from:

1) Lack of incoming or outgoing service consisting of electric, fuel, gas, water, steam, refrigerant, sewerage and telecommunications.

2) Picketing or other action by strikers except for physical damage not excluded by this Coverage Document.

This Coverage Document does not provide coverage under this extension for more than the number of consecutive days shown in the Limits of Liability provision in Section A.

D. Interruption by Civil Authority
This Coverage Document covers the actual loss sustained and extra expense incurred by the Member during the Period of Liability when access to MEMBER PROPERTY is specifically prohibited by order of civil authority, provided such order is a direct result of actual loss or damage from a peril covered under this Coverage Document to property of the type covered against under this Coverage Document located within five miles of the MEMBER PROPERTY to which access is prohibited.

This Coverage Document does not provide coverage under this extension for more than the number of consecutive days shown in the time limits provision in the Limits of Liability.

E. On Premises Services
This Coverage Document covers the actual loss sustained by the Member during the period of liability directly resulting from physical loss or damage of the type covered to the following property located on the Member premises:

1) Electrical and telecommunications equipment; and

2) Electrical, telecommunications, fuel, gas, water, steam, refrigeration and sewerage transmission lines.

F. Protection and Preservation of Property – Time Element
This Coverage Document covers the actual loss sustained by the Member to temporarily protect and preserve property covered by this Coverage Document, if the action is necessary to prevent immediately impending physical loss or damage covered by this Coverage Document at the covered property.

This extension is subject to the deductible provisions that would have applied had the physical loss or damage occurred.

G. Research and Development
The Gross Earnings coverage is extended to cover the actual loss sustained by the Member for continuing fixed charges and Ordinary Payroll directly attributable to the interruption of research and development activities that in themselves would not have produced income during the period of liability.

The period of liability for this time element coverage extension will be the period from the time of direct physical loss or damage of the type covered by this Coverage Document to the time when the property could be repaired or replaced and made ready for operations under the same or equivalent physical and operating conditions that existed prior to damage.

H. Service Interruption – Time Element
1) This Coverage Document covers the actual loss sustained and extra expense incurred by the Member during the Period of Service Interruption at MEMBER PROPERTY when the loss is caused by the interruption of incoming or outgoing services consisting of electricity, gas, fuel, steam, water, refrigeration or from the lack of incoming or outgoing sewerage service by reason of physical loss or damage of the type covered against to real and personal property of the type covered to the facilities of the utility supplier of service located in the Coverage Territory, that immediately prevents in whole or in part the delivery of usable services.

2) This extension will apply when the Period of Service Interruption is in excess of the time shown as Waiting Period in Section A.

3) As a condition of coverage:

a. The Member must immediately notify the suppliers of services of any interruption of services.

b. Coverage is excluded if the interruption of services is caused directly or indirectly by the failure of the Member to comply with the terms and conditions of any contracts the Member has for the supply of services.

4) Period of Service Interruption means the period starting at the time an interruption of specified services occurs and ending when, with due diligence and dispatch, the service could be wholly restored and the MEMBER PROPERTY receiving the service could or would have resumed normal operations following the restorations of service under the same or equivalent physical and operating conditions as provided by the period of liability provision of this Section, limited to only those hours during which the Member would or could have used service if it had been available.

4. PERIOD OF LIABILITY

A. The period of liability applying to all Time Element Coverage, except leasehold interest, or as otherwise provided under the Time Element Coverage Extensions, is as follows:

1) For building and equipment, the period, not to be limited by the expiration of this Coverage

Document:

a. Starting from the time of physical loss or damage of the type covered against; and

b. Ending when with due diligence and dispatch the building and equipment could be:

i) Repaired or replaced; and

ii) Made ready for operations;

under the same or equivalent physical and operating conditions that existed before the damage.

2) For building and equipment under construction:

a. The equivalent of the above period of time applied to the level of business that would have been reasonably achieved after construction and startup would have been completed had no physical damage occurred; and

b. Considering the actual experience of the business compiled after completion of the construction and startup.

3) For stock-in-process and mercantile stock, including finished goods not manufactured by the Member, the time required with the exercise of due diligence and dispatch:

a. To restore stock in process to the same state of manufacture in which it stood at the beginning of the interruption of production or suspension of business operations or services; and

b. To replace physically damaged mercantile stock.

This provision does not apply to loss of rents.

4) For raw materials and supplies, the period of time:

a. Of actual interruption of production or suspension of operations or services resulting from the inability to get suitable raw materials and supplies to replace similar ones damaged; but

b. Limited to that period for which the damaged raw material and supplies would have supplied operating needs.

5) If water:

a. Used for any manufacturing purpose, including but not limited to as a raw material or for power;

b. Stored behind dams or in reservoirs; and

c. At any MEMBER PROPERTY;

is released as the result of physical damage of the type covered against under this Coverage Document to such dam, reservoir or connected equipment, coverage due to inadequate water supply is limited to 30 consecutive days after the damaged dam, reservoir or connected equipment has been repaired or replaced.

This provision does not apply to loss of rents.

6) For physically damaged exposed film, records, manuscripts and drawings, the time required to copy from backups or from originals of a previous generation. This time does not include research, engineering or any other time necessary to restore or recreate lost information.

This provision does not apply to loss of rents.

7) For physically damaged or destroyed data, programs or other software stored on electronic, electro-mechanical, electro-magnetic data processing or production equipment, the time to recreate or restore including the time for researching or engineering lost information.

This item does not apply to loss of rents.

If an order of civil authority prohibits access to the MEMBER PROPERTY and the order is the direct result of physical damage of the type covered against under this Coverage Document at the MEMBER PROPERTY or within five miles of it, the period of time starting at the time of physical damage, not to exceed the time limits provision in Limits of Liability.

B. The period of liability does not include any additional time due to the Member's inability to resume operations for any reason, including:

1) Making changes to equipment;

2) Making changes to the buildings or structures, except as provided in the Increased Cost of Construction provisions; or

3) Restaffing or retraining employees.

If two or more periods of liability apply, the periods will not be cumulative.

5. TIME ELEMENT EXCLUSIONS

In addition to exclusion elsewhere in this Coverage Document, the following exclusions apply to time element loss:

This Coverage Document does not cover:

A. Any loss during an idle period, including when production, operation, service or delivery or receipt of goods would cease, or would not have taken place or would have been prevented due to:

1) Physical loss or damage not covered by this Coverage Document on or off of the MEMBER

PROPERTY;

2) Planned or rescheduled shutdown;

3) Strikes or other work stoppage; or

4) Any other reason other than physical loss or damage covered by this Coverage Document.

B. Any increase in loss due to:

1) Suspension, cancellation or lapse of any lease, contract, license or orders;

2) Fines or damages for breach of contract or for late or non-completion of orders;

3) For penalties of any nature; or

4) Any other consequential or remote loss.

C. Any loss resulting from loss or damage to finished goods manufactured by the Member, nor the time required for their reproduction.

SECTION D - EQUIPMENT BREAKDOWN

1. LIMIT OF LIABILITY

The most the Pool will pay for any and all coverages for loss or damage from any One Breakdown is the limit shown for Equipment Breakdown in Section A. Limits of Liability provision section.

2. EQUIPMENT BREAKDOWN COVERAGE EXTENSIONS

The limits for coverage extensions are part of, not in addition to, the limit of liability for Equipment Breakdown shown in the Limits of Liability provision section.

A. Spoilage

1) This Coverage Document covers the spoilage damage to raw materials, property in process or finished products, provided all of the following conditions are met:

a. The raw materials, property in process or finished products must be in storage or in the course of being manufactured;

b. The Member must own or be legally liable under written contract for the raw materials, property in process or finished products; and

c. The spoilage damage must be due to the lack or excess of power, light, heat, steam or refrigeration.

2) The Coverage Document also covers any necessary expenses the Member incurs to reduce the amount of loss under this coverage not to exceed the amount of loss that otherwise would have been payable under the Coverage Document.

B. Service Interruption
This Coverage Document covers loss resulting from the interruption of utility services provided all of the following conditions are met:

1) The interruption is the direct result of a Breakdown to Covered Equipment owned, operated or controlled by the local private or public utility or distributor that directly generates, transmits, distributes or provides utility services which the Member receives;

2) The Covered Equipment is used to supply electricity , telecommunication services, air conditioning, heating, gas, fuel, sewer, water, refrigeration or steam to the Member premises; and

3) The Period of Service Interruption lasts at least the consecutive period of time shown in the Waiting Period provision of Section A. Once this Waiting Period is met, coverage will begin at the initial time of the interruption and is subject to all applicable deductibles.

C. Business Income
1) This Coverage Document covers the Member's actual loss of business income that results directly from the necessary total or partial interruption of the Member business caused by a Breakdown.

2) This Coverage Document also covers any necessary expenses the Member incurs to reduce the amount of loss under this coverage not to exceed the amount of loss that otherwise would have been payable under the Coverage Document.

3) The Pool will consider the actual experience of the Member's business before the loss or damage and the probable experience the Member would have had without the loss or damage in determining the amount of its payment.

4) This coverage continues until the date the damaged property is repaired or replaced.

D. Expediting Costs
This Coverage Document covers the reasonable and necessary costs incurred to pay for the temporary repair of covered damage to covered equipment and to expedite the permanent repair or replacement of such damaged property caused by a Breakdown.

This coverage extension does not cover costs:

1) Recoverable elsewhere in this Coverage Document; or

2) Of permanent repair or replacement of damaged property.

E. Hazardous Substance
This Coverage Document will cover any Additional Expenses incurred by the Member for the clean-up, repair or replacement or disposal of covered equipment that is damaged, contaminated or polluted by a hazardous substance caused by a Breakdown.

As used here, Additional Expenses mean the additional cost incurred over and above the amount that the Pool would have paid had no hazardous substance been involved with the

loss.

F. Ammonia Contamination
This Coverage Document will cover the spoilage to covered equipment contaminated by ammonia, including any salvage expense caused by a Breakdown.

G. Water Damage
This Coverage Document will cover the damage to covered equipment by water including any salvage expenses caused by a Breakdown, except no coverage applies to damage resulting from leakage of a sprinkler system or domestic water piping.

H. Consequential Loss
This Coverage Document covers the reduction in the value of undamaged Stock parts of a product which becomes unmarketable. The reduction in value must be caused by a physical loss or damage to another part of the product.

I. Electronic Data & Media
This Coverage Document covers the Member cost to research, replace or restore damaged Electronic Data and Media including the cost to reprogram instructions used in any Computer Equipment if the loss is caused by a Breakdown.

J. CFC Refrigerants
This Coverage Document covers the additional cost to repair or replace covered equipment because of the use or presence of a refrigerant containing CFC (chlorinated fluorocarbon) substances if the loss is caused by a Breakdown. This means the additional expense to do the least expensive of the following:

1) Repair the damaged property and replace any lost CFC refrigerant;

2) Repair the damaged property, retrofit the system to accept a non-CFC refrigerant and charge the system with a non-CFC refrigerant; or

3) Replace the system with one using a non-CFC refrigerant.

K. Computer Equipment
This Coverage Document covers for direct damage to Computer Equipment that is damaged by a Breakdown to the equipment.

3. DEFINITIONS RELATING ONLY TO THIS SECTION

A. Breakdown means the direct physical loss, unless the loss or damage is otherwise excluded in the Coverage Document, resulting from one or more of the following items that causes damage to Covered Equipment and necessitates its repair or replacement:

1) Failure of pressure or vacuum equipment;

2) Mechanical failure including rupture or bursting caused by centrifugal force;

3) Electrical failure including arcing;

4) Explosion of steam boilers, steam piping, steam engines or steam turbines owned or leased by you, or operated under your control;

5) Loss or damage to steam boilers, steam pipes, steam engines or steam turbines caused by or resulting from any condition or event inside such equipment; or

6) Loss or damage to hot water boilers or other water heating equipment caused by or resulting from any condition or event inside such boilers or equipment.

Breakdown excludes:

1) Malfunction including adjustment, alignment, calibration, cleaning or modification;

2) Defects, erasures, errors, limitations or viruses in Computer Equipment and programs including the inability to recognize and process any date or time or provide instructions to Covered Equipment;

3) Leakage at any valve, fitting, shaft seal, gland packing, joint or connection;

4) Damage to any vacuum tube, gas tube, or brush;

5) Damage to any structure or foundation supporting the Covered Equipment or any of its parts;

6) The functioning of any safety or protective device; or

7) The cracking of any part on an internal combustion gas turbine exposed to the products of combustion.

B. Covered Equipment means:

1) Equipment built to operate under internal pressure or vacuum other than weight of contents;

2) Electrical or mechanical equipment that is used in the generation, transmission or utilization of energy; and

3) Communication equipment and computer equipment.

Covered Equipment excludes:

1) Part of pressure or vacuum equipment that is not under internal pressure of its contents or internal vacuum;

2) Insulating or refractory material, except the glass lining of any Covered Equipment;

3) Non-metallic pressure or vacuum equipment, unless it is constructed and used in accordance with the American Society of Mechanical Engineers code or another appropriate and approved code;

4) Catalyst;

5) Vessels, piping and other equipment that is buried below ground and requires the excavation of materials to inspect, remove, repair or replace;

6) Structure, foundation, cabinet or compartment supporting or containing the Covered Equipment or part of the Covered Equipment including penstock, draft tube or well casing;

7) Vehicle, aircraft, self-propelled equipment or floating vessel including any Covered Equipment that is mounted upon or used solely with any one or more vehicle, aircraft, self-propelled equipment or floating vessel;

8) Dragline, excavation, or construction equipment including any Covered Equipment that is mounted upon or used solely with any one or more dragline(s), excavation, or construction equipment;

9) Felt, wire screen, die, extrusion plate, swing hammer, grinding disc, cutting blade, non-electrical cable, chain, belt, rope, clutch plate, brake pad, non-metal part or any part or tool subject to periodic replacement; and

10) Equipment or any part of such equipment manufactured by the Member for sale.

11) Power and gas generation utility equipment.

C. Computer Equipment means covered property that is electronic computer or other electronic Data processing equipment, including Media and peripherals used in conjunction with such equipment.

D. Hazardous Substance means any substance other than ammonia that has been declared to be hazardous to health by a government agency.

E. One Breakdown means if an initial Breakdown causes other Breakdowns, all will be considered One Breakdown. All Breakdowns at any one premise that manifest themselves at the same time and are the direct result of the same cause will be considered One Breakdown.

F. Stock means merchandise held in storage or for sale, raw materials, property in process or finished products including supplies used in their packing or shipping.

SECTION E - LOSS ADJUSTMENT AND SETTLEMENT

1. LOSS ADJUSTMENT/PAYABLE

Loss, if any, will be adjusted with and payable to the Member or as may be directed by the Member. Additional covered interests will also be included in loss payment as their interests may appear when named as additional Member, lender, mortgagee and/or loss payee in the certificates of coverage on file with the Pool or named below.

2. CURRENCY FOR LOSS PAYMENT

Losses will be adjusted and paid in the currency of the United States of America.

3. VALUATION

Adjustment of the physical damage loss amount under this Coverage Document will be computed as of the date of loss at the MEMBER PROPERTY, and for no more than the interest of the Member, subject to the following:

A. On stock in process, the value of raw materials and labor expended plus the proper proportion of overhead charges.

B. On finished goods manufactured by the Member, the regular cash selling price at the MEMBER PROPERTY where the loss happens, less all discounts and charges to which the finished goods would have been subject had no loss happened.

C. On raw materials, supplies and other merchandise not manufactured by the Member:

1) If repaired or replaced, the actual expenditure incurred in repairing or replacing the damaged or destroyed property; or

2) If not repaired or replaced, the Actual Cash Value.

D. On property covered under Deferred Payments, the lesser of the:

1) Total amount of unpaid installments less finance charges;

2) Actual Cash Value of the property at the time of loss; or

3) Cost to repair or replace with material of like size, kind and quality.

E. On Fine Arts articles, the lesser of:

1) The reasonable and necessary cost to repair or restore such property to the physical condition that existed on the date of loss;

2) Cost to replace the article; or

3) Current market value at the time of the loss not to exceed value scheduled.

In the event a Fine Arts article is part of a pair or set, and a physically damaged article cannot be replaced, or repaired or restored to the condition that existed immediately prior to the loss, the Pool will be liable for the lesser of the full value of the pair or set or the amount designated on the schedule. The Member agrees to surrender the pair or set to the Pool.

F. On Valuable Papers & Records and Electronic Data & Media:

On data, programs or software stored on electronic, electro-mechanical, or electro-magnetic data processing or production equipment:

1) The cost to repair, replace or restore data, programs or software including the costs to recreate, research and engineer; or

2) If not repaired, replaced or restored within two years from the date of loss, the blank value of the media.

G. On all other Valuable Papers & Records and EDP Data & Media, the lesser of:

1) The cost to repair or restore, including the cost to recreate, research and engineer the item to the condition that existed immediately prior to the loss; or

2) The cost to replace the item.

H. On Mobile Equipment and watercraft (including trailer), the lesser of the following at the time of the loss:

1) The cost to repair;

2) The cost to replace the property with new Mobile Equipment or watercraft of like kind and quality at the time of loss, if less than or equal to two years from December 31 of model year.

3) The cost to replace the property with equipment of like kind and quality, with proper deduction for obsolescence and physical depreciation, if more than two years of manufacturer's model year, but not more than the amount scheduled;

4) If not repaired or replaced, the Actual Cash Value; or

5) The scheduled value.

The cost to repair or replace a trailer that is attached to a covered watercraft will not exceed $1,500.

I. On historical property, valuation will be based upon the following requirements:

1) The Member shall provide written notice to the Pool, which specifically identifies where the property is located, when it was built, its total square footage with an attached appraisal based upon Reproduction Cost value that was conducted within five years of the effective date of this Coverage Document.

2) At the time of loss, the basis of valuation for historical property, when the Member has not complied, will be replacement cost. Where the Member has complied with the requirements, the basis of valuation will be Historical Reconstruction Cost or, if not replaced, at Actual Cash Value.

Historical Reconstruction Cost means the reasonable cost to repair, rebuild or replace with material of like, kind and quality compatible to those originally used, including the cost of skilled labor and/or authentic materials necessary to restore the property as nearly as possible to its original condition.

J. On property in transit:

1) Property shipped to or for the account of the Member will be valued at actual invoice to the Member, plus accrued costs and charges legally due and the Member commission as selling agent.

2) Property sold by the Member and shipped to or for the purchaser's account will be valued at the Member selling invoice amount plus prepaid or advanced freight costs.

3) Property not under invoice will be valued:

at the actual cash market value at the destination point on the date of Occurrence, less any charges saved that would have become due and payable upon arrival at destination.

K. On Vacant property:

1) If the building or leased premises has been Vacant for a period of more than 90 consecutive days before the loss or damage occurs, the Pool will not pay for any loss or damage caused by any of the following:

a. Vandalism
b. Sprinkler leakage
c. Building glass breakage
d. Water damage
e. Theft, or attempted theft

2) With respect to direct physical loss or damage, other than from causes listed in 1) a. through 1) e. above, and not otherwise excluded by this policy, the Pool will reduce the amount the Pool would otherwise pay for the loss or damage by 15%.

L. On all other property, the loss amount will not exceed the lesser of:

1) The cost to repair;

2) The cost to rebuild or replace on the same site with new materials of like size, kind and quality;

3) The cost in rebuilding, repairing or replacing on the same or another site, but not to exceed the size and operating capacity that existed on the date of loss;

4) The selling price of real property or machinery and equipment, other than stock, offered for sale on the date of loss;

5) The cost to replace unrepairable electrical or mechanical equipment, including computer equipment, with equipment that is the most functionally equivalent to that damaged or destroyed, even if such equipment has technological advantages or represents an improvement in function and/or forms part of a program of system enhancement;

6) The increased cost of demolition, if any, resulting from loss covered by this Coverage Document, if the property is scheduled for demolition;

7) The unamortized value of improvements and betterments, if the property is not repaired or replaced at the Member's expense; or

8) The Actual Cash Value if the property is:

   a. Useless to the Member; or

   b. Not repaired, replaced or rebuilt on the same or another site within two years from the date of loss.

   The Member may elect not to repair or replace the Member's real or personal property lost, damaged or destroyed. The Member may elect loss settlement on the lesser of repair or replacement cost basis if the proceeds of the loss settlement are expended on other capital expenditures related to the Member's operations within two years from the date of loss. As a condition of collecting under this provision, expenditure must be unplanned as of the date of loss and be made at a MEMBER PROPERTY under this Coverage Document.

   This provision does not extend to increased cost of construction.

4. LOSS CONDITIONS

A. Requirements in Case of Loss
The Member must:

1) Give written notice to the Pool of any loss as soon as practicable;

2) This Coverage Document does not cover loss or damage that the Member fails to report to the Pool no later than two years after the date of loss.

3) Protect the property from further loss or damage;

4) Promptly separate the damaged and undamaged property; put it in the best possible order, and furnish a complete inventory of the lost, destroyed, damaged and undamaged property showing in detail the quantities, costs, Actual Cash Value, replacement value and amount of loss claimed;

5) Give a signed and sworn proof of loss to the Pool within 90 days after the loss, unless that time is extended in writing by the Pool, stating the knowledge and belief of the Member as to:

   a. The time and origin of the loss;

   b. The Member interest and that of all others in the property;

   c. The Actual Cash Value and replacement value of each item and the amount of loss to each item, all encumbrances, and all other contracts of coverage, whether valid or not,

covering any of the property;

d. Any changes in the title, use, occupation, location, possession or exposures of the property since the effective date of this Coverage Document; and

e. By whom and for what purpose any MEMBER PROPERTY covered by this Coverage Document was occupied on the date of loss, and whether or not it then stood on leased ground;

6) Include a copy of all the descriptions and schedules in all policies and, if required, provide verified plans and specifications of any buildings, fixtures, machinery or equipment destroyed or damaged; and

7) As often as may be reasonably required by the Pool:

a. Exhibit to any person designated by the Pool all that remains of any property;

b. Submit to examinations under oath by any person designated by the Pool and sign the written records of examinations; and

c. Produce for examination at the request of the Pool at such reasonable times and places that may be designated by the Pool or its representative and permit extracts and machine copies to be made:

i) All books of accounts, business records, bills, invoices and other vouchers; or

ii) Certified copies if originals are lost.

B. Pool Option
The Pool has the option to take all or any part of damaged personal property at the agreed or appraised value. The Pool must give notice to the Member of its intention to do so not later than 30 days after receipt of proof of loss.

C. Abandonment
The Member may not abandon any property to the Pool.

D. Subrogation
The Member is required to cooperate in any subrogation proceedings. The Pool may require from the Member an assignment or other transfer of all rights of recovery against any party for loss to the extent of the Pool payment.

Any recovery from subrogation proceedings, less costs incurred by the Pool in such proceedings, will be payable to the Member in the proportion that the amount of any applicable deductible bears to the entire covered loss amount.

E. Appraisal
The appraisal process is available to determine the value of a covered loss but is not available to determine whether a loss is covered. If the Member and the Pool fail to agree on the amount of loss, each will, on the written demand of either, select a competent and

disinterested appraiser, but only after:

1) The Member has fully complied with all provisions of this Coverage Document, including Requirements In Case of Loss; and

2) The Pool has received a signed and sworn proof of loss from the Member.

Each will notify the other of the appraiser selected within 30 days of the demand.

The appraisers will first select a competent and disinterested umpire. If the appraisers fail to agree upon an umpire within 30 days after their selection, the Member and the Pool shall jointly move to have an umpire selected by a judge of a court of record in the jurisdiction in which the appraisal is pending. The appraisers will then identify each item of physical damage or loss and appraise the amount of loss. The appraisal shall include a detailed breakdown of the costs necessary to repair or replace the item, and will state separately the Actual Cash Value and replacement cost value as of the date of loss and the amount of loss, for each item of physical loss or damage or if, for time element loss, the amount of loss for each time element coverage of this Coverage Document.

If the appraisers fail to agree, they will submit their differences to the umpire. The umpire will review the appraisals prepared by the appraisers selected by the Member and the Pool and will inspect the property prior to preparing his appraisal. The appraisers for the Member and the Pool will be afforded the opportunity to attend the umpire's inspection of the property and provide sufficient input to allow the umpire to understand the nature and reasons for the differences between the appraisals. After inspecting the property and receiving input from the appraisers, the umpire will identify each item of physical loss or damage and shall appraise the amount of the loss for each item. The umpire's appraisal will include a detailed breakdown of the costs necessary to repair or replace the item and state separately the Actual Cash Value and replacement cost value as of the date of the loss. An award agreed to in writing by any two of the three appraisers will determine the amount of loss. The appraisal award is subject to all terms of the Coverage Document, and may be reduced by the application of a deductible.

The Member and the Pool will each:

1) Pay its chosen appraiser; and

2) Bear equally the other expenses of the appraisal and umpire.

A demand for appraisal does not relieve the Member of its continuing obligation to comply with the terms and conditions of this Coverage Document, including the Requirements In Case of Loss.

The Pool does not waive any of its rights by any act relating to appraisal.

F. Suit Against the Pool
No suit, action or proceeding for the recovery of any claim will be sustained in any court of law or equity unless the following adjudication procedures are satisfied:

1) As a condition precedent to filing suit, the Member has fully complied with all the provisions

of this Coverage Document, including providing proof of loss;

2) As a condition precedent to filing suit, the Member must attend at least a one-day mediation before a mutually agreeable mediator, unless this provision is waived by both Member and the Pool in writing;

3) Any suit against the Pool arising from a claim or loss must be filed within 12 months of the date the Pool takes its final action with respect to the claim or loss. If under the coverage laws of the jurisdiction in which the property is located, such 12 months' limitation is invalid, then the legal action needs to be started within the shortest limit of time permitted by law.

4) Any suit, action or proceeding against the Pool must be brought in District Court in Travis County, Texas.

Nothing in this Coverage Document is intended to waive any immunity of either Member or the Pool.

5. SETTLEMENT OF CLAIMS

The amount of loss, except for accounts receivable coverage, for which the Pool may be liable will be paid after:

A. Proof of loss is received by the Pool; and

B. When a resolution of the amount of loss is made either by:

1) Written agreement between the Member and the Pool; or

2) The filing with the Pool of an award as provided in the Appraisal provisions of this section.

6. COLLECTION FROM OTHERS

The Pool will not be liable for any loss to the extent that the Member has collected such loss from others.

7. PARTIAL PAYMENT OF LOSS SETTLEMENT

If a loss occurs that the Pool has determined is a covered loss or damage under this Coverage Document in excess of the applicable Coverage Document deductible, the Pool will advance mutually agreed upon partial payment on the Member loss or damage, subject to the Coverage Document's provisions. To obtain partial payments, the Member will submit a signed and sworn proof of loss with adequate supporting documentation.

8. JURISDICTION

This Coverage Document will be governed by United States of America Law. Any disputes arising hereunder will be exclusively subject to United States of America jurisdiction

SECTION F - CRIME COVERAGE

Terms, conditions and definitions below may vary from the terms, conditions and definitions set forth in Sections A, B, C, D, E and G. To the extent terms and definitions between Sections A, B, C, D, E and G and this Section F, Crime Coverage, conflict, for purposes of an act, event, or series of acts or

events triggering Crime Coverage, the terms and definitions under Section F, Crime Coverage, control.

1. CRIME GENERAL PROVISIONS

A. Definitions

1) Employee means:

a. An appointed or elected official of a Member;

b. Any natural person:

(i) While in the Member's service (and for 30 days after termination of service); and

(ii) Whom the Member compensates directly by salary, wages or commissions; and

(iii) Whom the Member has the right to direct and control while performing services for the Member; or

c. Any natural person employed by an employment contractor while that person is subject to the Member's direction and control and performing services for the Member excluding, however, any such person while having care and custody of property outside the premises.

d. Volunteers, but only while performing duties related to the conduct of the Member's business.

But Employee does not mean any:

a. Agent, broker, factor, commission merchant, consignee, independent contractor or representative of the same general character; or

b. Trustee except while performing acts coming within the scope of the usual duties of an Employee.

2) Employee Dishonesty means only dishonest acts committed by an Employee, whether identified or not, acting alone or in collusion with other persons, with the manifest intent to:

a. Cause the Member to sustain loss; and also

b. Obtain financial benefit (other than salaries, commissions, fees, bonuses, promotions, awards, profit sharing, pensions or other Employee benefits earned in the normal cause of employment) for the employee or any person or organization other than the employing political subdivisions, intended by the Employee to receive that benefit.

3) Money means:

a. Currency, coins and bank notes in current use and having a face value; and

b. Travelers checks, register checks and Money orders held for sale to the public.

4. Property Other Than Money and Securities means any tangible Property Other Than Money and Securities that has intrinsic value but does not include any property listed in any Coverage as Property Not Covered.

5. Securities means negotiable and non-negotiable instruments or contracts representing either Money or other property and includes:

   a. Tokens, tickets, revenue and other stamps (whether represented by actual stamps or unused value in a meter) in current use; and

   b. Evidences of debt issued in connection with credit or charge cards, which cards are not issued by the Member; but does not include Money.

B. General Exclusions
In addition to exclusions set forth in other sections of this Coverage Document, the Pool will not pay for loss as specified below:

1) Indirect Loss: Loss that is an indirect result of any act or Occurrence covered by this Coverage Document including, but not limited to, loss resulting from:

   a. The Member's inability to realize income that the Member would have realized had there been no loss of, or loss from damage to, Covered Property.

   b. Payment of damages of any type for which the Member is legally liable. But, the Pool will pay compensatory damages arising directly from a loss covered hereunder.

   c. Payment of costs, fees or other expenses the Member incurs in establishing either the existence or the amount of loss hereunder.

2) Legal Expenses: Expenses related to any legal action.

C. General Crime Conditions

1) Consolidation - Merger: If any additional persons become Employees after the inception date of this Coverage Document, any coverage afforded for Employees also applies to those additional Employees.

2) Discovery Period for Loss: The Pool will pay only for covered loss discovered no later than one year from the end of the policy period.

3) Joint Member

   a. If more than one Member is named in the CCD, the first named Member will act for itself and for every other Member for all purposes of this coverage. If the first named Member ceases to be covered, then the next named Member will become the first named Member.

b. If any Member or official of that Member has knowledge of any information relevant to this coverage, that knowledge is considered knowledge of every Member.

c. An Employee of any Member is considered to be an Employee of every Member.

d. If this Coverage Document or any of its coverages are cancelled or terminated as to any Member, loss sustained by that Member is covered only if discovered no later than one year from the date of that cancellation or termination.

e. The Pool will not pay more for loss sustained by more than one Member than the amount the Pool would pay if all the loss had been sustained by one Member.

4) Loss Covered Under More Than One Coverage of This Coverage Document:
If two or more Coverages of this Coverage Document apply to the same loss, the Pool will pay the lesser of the actual amount of loss up to limit as stated on the CCD.

5) Loss Sustained During Prior Coverage or Insurance

a. If the Member, or any predecessor in interest, sustained loss during the period of any prior coverage that the Member or any predecessor in interest could have recovered under that coverage or insurance except that the time within which to discover loss had expired, the Pool will pay for it under this coverage, provided;

(i) This coverage became effective at the time of cancellation or termination of the prior coverage; and

(ii) This loss would have been covered by this coverage had it been in effect when the acts or events causing the loss were committed or occurred.

b. The coverage under this condition is part of, not in addition to, the limits of liability applying to this coverage and is limited to the lesser of the amount recoverable under:

(i) This coverage as of its effective date; or

(ii) The prior coverage or insurance had it remained in effect.

6) Loss Covered Under This Coverage and Prior Coverage or Insurance Issued by the Pool or any Affiliate

If any loss is covered:

a. Partly by this coverage; and

b. Partly by any prior cancelled or terminated coverage or insurance that the Pool or any affiliate had issued to the Member or any predecessor in interest;

the most the Pool will pay is the larger of the amount recoverable under this coverage or the prior coverage or insurance.

7) Non-Cumulation of Limits of Liability
Regardless of the number of years this coverage remains in force or the number of Contributions paid, no limits of liability cumulates from year to year or period to period.

8) Other Coverage, Bonds or Insurance
This coverage does not apply to loss recoverable or recovered under other coverage, bonds, insurance or indemnity. However, if the limit of the other coverage, bonds, insurance or indemnity is insufficient to cover the entire amount of the loss, this coverage will apply to that part of the loss, other than that falling within any deductible amount, not recoverable or recovered under the other coverage, bonds, insurance or indemnity, but not for more than the limits of liability.

9) Recoveries

a. Any recoveries, less the cost of obtaining them, made after settlement of loss covered hereunder will be distributed as follows:

(i) To the Member, until the Member is reimbursed for any loss that the Member sustains that exceeds the limits of liability and the deductible amount, if any;

(ii) Then to the Pool, until the Pool is reimbursed for the settlement made;

(iii) Then to the Member, until the Member is reimbursed for that part of the loss equal to the deductible amount, if any.

b. Recoveries do not include any recovery;

(i) From insurance, suretyship, reinsurance, security or indemnity taken for the Pool's benefit; or

(ii) Of original Securities after duplicates of them have been issued.

10) Valuation – Settlement

a. Subject to the applicable Limits of Liability provision, the Pool will pay for:

(i) Loss of Money but only up to and including its face value. The Pool may, at the Pool's option, pay for loss of Money issued by any country other than the United States of America:

(a) At face value in the Money issued by that country; or

(b) In the United States of America dollar equivalent on the day the loss was discovered.

(ii) Loss of Securities but only up to and including their value at the close of business on the day the loss was discovered. The Pool may, at the Pool's option:

(a) Pay the value of such Securities or replace them in kind, in which event the

Member must assign to the Pool all the Member's rights, title and interest in and to those Securities;

(b) Pay the cost of any Lost Securities Bond required in connection with issuing duplicates of the Securities. However, the Pool will be liable only for the payment of so much of the cost of the bond as would be charged for a bond having a penalty not exceeding the lesser of the:

1. Value of the Securities at the close of business on the day the loss was discovered; or

2. Limit of liability.

2. COVERAGE PROVIDED

A. Employee Dishonesty Coverage

The Pool will pay for loss of and loss from damage to Covered Property resulting directly from the Covered Cause of Loss.

1) Covered Property: Money, Securities, and Property Other Than Money and Securities.

2) Covered Cause of Loss:

a. Employee Dishonesty

b. Failure of any Employee to faithfully perform his or her duties as prescribed by law, when such failure has as its direct and immediate result a loss of the Member's Covered Property, including inability to faithfully perform those duties because of a criminal act committed by a person other than an Employee.

3) Coverage Extension and Limitation

Employees Temporarily Outside Coverage Territory: The Pool will pay for loss caused by any Employee while temporarily outside the territory specified in the Territory General Condition for a period not more than 90 days.

4) Additional Exclusions, Conditions, and Definitions:

In addition, this employee dishonesty coverage is subject to the following:

a. Additional Exclusions: The Pool will not pay for loss or damages as specified below:

(i) Employee Cancelled Under Prior Coverage or Insurance: loss caused by any Employee for whom similar prior coverage or insurance has been cancelled and not reinstated since the last such cancellation.

(ii) Inventory Shortages: loss, or that part of any loss, the proof of which as to its existence or amount is dependent upon:

(a) An inventory computation; or

(b) A profit and loss computation.

(iii) Damages: damages for which the Member is legally liable as a result of:

(a) The deprivation or violation of the civil rights of any person by an Employee; or

(b) The tortious conduct of an Employee, except conversion of property of other parties held by the Member in any capacity.

(iv) Depository Failure: Loss resulting from the failure of any entity acting as a depository for the Member's property or property for which the Member is responsible.

b. Additional Conditions:

(i) The Member must give the Pool notice as soon as possible of any loss of the type covered under this Coverage even though it falls entirely within the deductible amount.

(ii) Cancellation As To Any Employee:

This coverage is cancelled as to any Employee:

(a) Immediately upon discovery by the Member or any official or Employee authorized to manage, govern or control the Member's Employees, of any act on the part of an Employee whether before or after becoming employed by the Member which would constitute a loss covered under the terms of this coverage.

(b) On the date specified in a notice mailed to the Member. That date will be at least 60 days after the date of mailing.

The mailing of notice to the Member at the last mailing address known to the Pool will be sufficient proof of notice. Delivery of notice is the same as mailing.

(iii) Sole Benefit: This coverage is for the Member's sole benefit. No legal proceeding of any kind to recover on account of loss under this coverage may be brought by anyone other than the Member.

(iv) Indemnification: The Pool will indemnify any of the Member's officials who are required by law to give bonds for the faithful performance of their service against loss through the failure of any Employee under the supervision of that official to faithfully perform his or her duties as prescribed by law, when such failure has as its direct and immediate result a loss of the Member's Covered Property, including inability to faithfully perform those duties because of a criminal act committed by a person other than an Employee.

c. Additional Definitions

(i) Occurrence means all loss caused by, or involving, one or more Employees, whether the result of a single act or series of acts.

B. Forgery or Alteration Coverage
The Pool will pay for loss involving Covered Instruments resulting directly from the Covered Causes of Loss.

1) Covered Instruments means checks, drafts, promissory notes, or similar written promises, orders or directions to pay a sum certain in Money that are:

   a. Made or drawn by or drawn upon the Member;

   b. Made or drawn by one acting as the Member's agent; or

   c. That are purported to have been so made or drawn.

2) Covered Causes of Loss: Forgery or alteration of, on or in any Covered Instrument.

3) Coverage Extension
Legal Expenses: If the Member is sued for refusing to pay any Covered Instrument on the basis that it has been forged or altered, and the Member has the Pool's written consent to defend against the suit, the Pool will pay for any reasonable legal expenses that the Member incurs and pay in that defense. The amount the Pool will pay under this extension is in addition to the limits of liability applicable to this coverage.

4) Deductible
The Pool will not pay for loss in any one Occurrence unless the amount of loss exceeds the deductible amount shown in the CCD. The Pool will then pay the amount of loss in excess of the deductible amount, up to the limits of liability. This provision does not apply to legal expenses paid under the coverage extension.

5) Additional Exclusions, Conditions and Definitions
In addition to the provisions in the Crime General Provisions, this coverage is also subject to the following:

   a. Additional Exclusion
   Acts of Employees, Directors, Trustees or Representatives: Loss resulting from any dishonest or criminal act committed by any of the Member's Employees, directors, trustees or authorized representatives

      a. Whether acting alone or in collusion with other persons; or

      b. Whether while performing services for the Member or otherwise.

   b. Additional Conditions

      (i) Facsimile Signatures: The Pool will treat mechanically reproduced facsimile signatures the same as handwritten signatures.

      (ii) General Amendment: As respects this coverage, the words Covered Property in the Crime General Provisions means Covered Instruments.

(iii) Proof of Loss: The Member must include with the Member's proof of loss any instrument involved in that loss, or, if that is not possible, an affidavit setting forth the amount and cause of loss.

(iv) Territory: The Pool will cover loss the Member sustains anywhere in the world. The Territory General Condition does not apply to this forgery or alteration coverage.

c. Additional Definition
Occurrence means all loss caused by any person or in which that person is involved, whether the loss involves one or more instruments.

C. Theft, Disappearance and Destruction Coverage
The Pool will pay for loss of Covered Property resulting directly from the Coverage Causes of Loss.

1) Inside the Premises
a. Covered Property: Money and Securities inside the Premises or a Banking Premises

b. Covered Causes of Loss: Theft, disappearance, destruction

c. Coverage Extensions

(i) Containers of Covered Property: The Pool will pay for loss of, and loss from damage to, a locked safe, vault, cash register, cash box or cash drawer located in the Premises resulting directly from an actual or attempted theft of or unlawful entry into those containers.

(ii) Premises Damage: The Pool will pay for loss from damage to the Premises or its exterior resulting directly from an actual or attempted Theft of Covered Property if the Member is the owner of the Premises or is liable for damage to it.

2) Outside the Premises
a. Covered Property: Money and Securities outside the Premises in the care and custody of a Messenger.

b. Covered Causes of Loss: Theft, disappearance, and destruction

3) Coverage Extension
Conveyance of Property by Armored Motor Vehicle Company: The Pool will pay for loss of Covered Property resulting directly from the covered causes of loss while outside the Premises in the care and custody of an armored motor vehicle company.

But, the Pool will pay only for the amount of loss that the Member cannot recover:

a. Under the Member's contract with the armored motor vehicle company; and

b. From any insurance or indemnity carried by, or for the benefit of customers of, the armored motor vehicle company.

4) Additional Exclusions, Conditions and Definitions
In addition to the provisions in the Crime General Provisions, this Theft, disappearance and destruction coverage is subject to the following:

a. Additional Exclusions: The Pool will not pay for loss as specified below:

(i) Loss resulting from accounting or arithmetical errors or omissions.

(ii) Acts of Employees, Directors, Trustees or Representatives: Loss resulting from any dishonest or criminal act committed by any of the Member's Employees, directors, trustees or authorized representatives;

(a) Acting alone or in collusion with other persons; or

(b) While performing services for the Member or otherwise.

(iii) Loss resulting from the giving or surrendering of property in any exchange or purchase.

(iv) Loss from damage to the Premises resulting from fire, however caused.

(v) Loss of property contained in any Money operated device unless the amount of Money deposited in it is recorded by a continuous recording instrument in the device.

(vi) Loss of property after it has been transferred or surrendered to a person or place outside the Premises or Banking remises:

(a) On the basis of unauthorized instructions; or

(b) As a result of a threat to do bodily harm to any person or damage to any property

But, this exclusion does not apply to loss of Covered Property while outside the Premises or Banking Premises in the care and custody of a Messenger if the Member had no knowledge of any threat at the time the conveyance began; or had knowledge of a threat at the time the conveyance began, but the loss was not related to the threat.

(vii) Loss from damage to the Premises or its exterior or to containers of Covered Property by vandalism or malicious mischief.

(viii) Loss resulting from the Member, or anyone acting on the Member's express or implied authority, being induced by any dishonest act to voluntarily part with title to or possession of any property.

b. Additional Condition
Duties in the Event of Loss: If the Member has reason to believe that any loss of, or loss

from damage to, Covered Property involves a violation of law, the Member must notify law enforcement.

c. Additional Definitions

(i) Banking Premises means the interior of that portion of any building occupied by a banking institution or similar safe depository.

(ii) Messenger means the Member or any Employee while having care and custody of the property outside the Premises.

(iii) Occurrence means an act or series of related acts involving one or more persons; or, an act, event, or a series of related acts or events not involving any person.

(iv) Premises means the interior of that portion of any building the Member occupies in conducting the Member's business.

(v) Theft means any act of stealing.

D. Robbery and Safe Burglary Coverage
The Pool will pay for loss of, and loss from damage to, Covered Property resulting directly from the covered causes of loss.

1) Inside the Premises
a. Robbery of a Custodian

(i) Covered Property: Property Other Than Money and Securities inside the Premises in the care and custody of a Custodian.

(ii) Property not Covered: Motor vehicles, trailers, or semi-trailers or equipment and accessories attached to them.

But, the Pool will pay only for the amount of loss the Member cannot recover:

(i) Under the Member's contract with an armored motor vehicle company or other commercial carrier; and

(ii) From any insurance or indemnity carried by, or for the benefit of customers of the armored motor vehicle company.

2) Additional Exclusions, Conditions and Definitions: In addition, this robbery and safe burglary coverage is subject to the following:

a. Additional Exclusions: The Pool will not pay for loss as specified below:

(i) Loss resulting from any dishonest or criminal act committed by any of the Member's Employees, directors, trustees or authorized representatives, whether acting alone or in collusion with other persons, or while performing services for the Member or otherwise.

(ii) Loss resulting from fire, however caused, except loss from damage to a safe or a vault.

(iii) Loss of, or loss from damage to, property after it has been transferred or surrendered to a person or place outside the Premises on the basis of unauthorized instructions or as a result of threat to do bodily harm to any person or damage to any property.

But, this exclusion does not apply to loss of Covered Property while outside the Premises in the care and custody of a Messenger if the Member had no knowledge of any threat at the time the conveyance began; or, had knowledge of a threat at the time the conveyance began, but the loss was not related to the threat.

(iv) Loss from damage to any property by vandalism or malicious mischief.

b. Additional Conditions

(i) Duties in the Events of Loss: If the Member has reason to believe that any loss of, or loss from damage to, Covered Property involves a violation of law, the Member must notify law enforcement.

(ii) Special Limit of Coverage for Specified Property: The Pool will only pay up to $1,000 for any one Occurrence of loss of, and loss from damage to:

(a) Precious metals, precious or semi-precious stones, pearls, furs, or completed or partially completed articles made of or containing such materials that constitute the principal value of such articles; or

(b) Manuscripts, drawings, or records of any kind or the cost of reconstructing them or reproducing any information contained in them.

c. Additional Definitions

(i) Custodian means the Member or any Employee while having care and custody of the property inside the Premises, excluding any person while acting as a Watchperson or janitor.

(ii) Messenger means the Member or any Employee while having care and custody of the property outside the Premises.

(iii) Occurrence means an act or series of related acts involving one or more persons or an act or event, or a series of related acts or events not involving any person.

(iv) Premises mean the interior of that portion of any building the Member occupies in conducting the Member's business.

(v) Robbery means the taking of property from the care and custody of a person by one who has:

(a) Caused or threatened to cause that person bodily harm; or

(b) Committed an obviously unlawful act witnessed by that person.

(vi) Safe Burglary means the taking of:

(a) Property from within a locked safe or vault by a person unlawfully entering the safe or vault as evidenced by marks of forcible entry upon its exterior, and

(b) A safe or vault from inside the Premises.

(vii) Watchperson means any person the Member retains specifically to have care and custody of property inside the Premises and who has no other duties.

E. Computer Fraud and Funds Transfer Fraud Coverage

1) Computer Fraud
The Pool will pay for loss of or damage to Money, Securities and other property resulting directly from the use of any computer to fraudulently cause a transfer of that property from inside the premises or Banking Premises

a. to a person (other than a Messenger) outside those premises; or

b. to a place outside those premises.

2) Exclusions: This computer and funds transfer fraud coverage, does not apply to:

a. Credit Card Transactions. Loss resulting from the use or purported use of credit, debit, charge, access, convenience, identification, stored-value, or other cards or the information contained on the cards.

b. Inventory Shortages. Loss, or that part of any loss, the proof of which as to its existence or amount is dependent upon:

(i) An inventory computation; or

(ii) A profit and loss computation.

3) Funds Transfer Fraud
The Pool will pay for loss of Funds resulting directly from a Fraudulent Instruction directing a financial institution to transfer, pay or deliver Funds from the Member's Transfer Account.

4) Additional Definitions:

a. Fraudulent Instruction means:

(i) An electronic, telegraphic, cable, teletype, tele facsimile or telephone instruction which purports to have been transmitted by the Member, but which was in fact fraudulently transmitted by someone else without the Member's knowledge or

consent;

(ii) A written instruction (other than those described in Coverage B, Forgery or Alteration Coverage, Section 1) issued by the Member, which was forged or altered by someone other than the Member without the Member's knowledge or consent, or which purports to have been issued by the Member, but was in fact fraudulently issued without the Member's knowledge or consent; or

(iii) An electronic, telegraphic, cable, teletype, tele facsimile, telephone or written instruction initially received by the Member which purports to have been transmitted by an Employee but which was in fact fraudulently transmitted by someone else without the Member's or the Employee's knowledge or consent.

b. Funds means Money and Securities.

c. Transfer Account means an account maintained by the Member at a financial institution from which the Member can initiate the transfer, payment or delivery of Funds:

(i) By means of electronic, telegraphic, cable, teletype, tele facsimile or telephone instructions communicated directly through an electronic Funds transfer system; or

(ii) By means of written instructions (other than those described in Coverage B, Forgery or Alteration Coverage, Section 1) establishing the conditions under which such transfers are to be initiated by such financial institution through an electronic Funds transfer system.

d. Occurrence means:

(i) An individual act or event;

(ii) The combined total of all separate acts or events whether or not related; or

(iii) A series of acts or events whether or not related;

Committed by a person acting alone or in collusion with the other persons, or not committed by any person during the current agreement period in the Coverage Document and CCD, before such current agreement period or both.

F. Money Orders and Counterfeit Paper Currency Coverage

1) Coverage
The Pool will pay for loss due to the acquisition of Covered Property resulting directly from the covered cause of loss.

a. Covered Property:

(i) Money orders, including counterfeit Money orders, of any United States or Canadian post office, express company or national or state (or Canadian) chartered bank; and

(ii) Counterfeit United States or Canadian paper currency.

b. Covered Cause of Loss
Acceptance in good faith, in exchange for merchandise, Money or services, of:

(i) Any money order that is not paid upon presentation; and

(ii) Counterfeit United States or Canadian paper currency;

that is acquired during the regular course of business.

2) Additional Exclusions, Conditions and Definitions
In addition to the provision in the Crime General Provisions, this coverage is subject to the following:

a. Additional Exclusions: The Pool will not pay for loss as specified below:

(i) Acts of Employees, Directors, Trustees or Representatives
Loss resulting from any dishonest or criminal act committed by any of your Employees, directors, trustees or authorized representatives:

(a) Acting alone or in collusion with other persons; or

(b) While performing services for you or otherwise.

(ii) Exchanges or Purchases
Loss resulting from the giving or surrendering of property in any exchange or purchase.

(iii) Voluntary Parting of Title or Possession of Property
Loss resulting from your, or anyone acting on your express or implied authority, being induced by any dishonest act to voluntarily part with title to or possession of any property.

b. Additional Condition
Duties In The Event of Loss: If you have any reason to believe that any loss of, or loss from damage to, Covered Property involves a violation of law, you must notify the law enforcement

c. Additional Definition
Occurrence means an:

(i) Act or series of related acts involving one or more persons: or

(ii) Act or event, or series of related acts or events not involving any person.

SECTION G - GENERAL PROVISIONS

1. ADDITIONAL INSURED INTERESTS/CERTIFICATES OF COVERAGE

Any certificate of coverage issued in connection with this coverage document shall be issued solely as a matter of convenience or information for the addressee(s) or holder(s) of said certificate of coverage, except where any Additional Insured(s), Loss Payee(s) or Mortgagee(s) are named pursuant to the additional description of said certificate of coverage. In the event any Additional Insured(s) or Loss Payee(s) are so named, this Coverage Document shall be deemed to have been endorsed accordingly, subject to all other terms, conditions and exclusions stated herein.

2. CANCELLATION

This Coverage Document may be:

A. Cancelled at any time at the request of the Member by surrendering this Coverage Document to the Pool or by giving written notice to the Pool stating when the cancellation will take effect; or

B. Cancelled by the Pool by giving the Member not less than:

1) Sixty days written notice of cancellation; or

2) Ten days written notice of cancellation if the Member fails to remit, when due, Contribution for this Coverage Document.

Return of any unearned Contribution will be calculated on the customary short rate basis if the Member cancels and on a pro-rata basis if the Pool cancels this Coverage Document. Return of any unearned Contribution will be made by the Pool as soon as practicable.

3. INSPECTIONS

The Pool, at all reasonable times, will be permitted, but will not have the duty, to inspect covered property. The Pool's:

A. Right to make inspections;

B. Making of inspections; or

C. Analysis, advice or inspection report;

will not constitute an undertaking, on behalf of or for the benefit of the Member or others, to determine or warrant that the Member’s property is safe or healthful. This Pool will have no liability to the Member or any other person because of any inspection or failure to inspect.

The Member is responsible for assuring that jurisdictional inspections are performed as required, and to assure that required jurisdictional operating certificates are current for their pressure equipment.

4. TRANSFER OF INTEREST

A. The Member shall not transfer interest in any losses, payments for such losses, or claims for any such losses to any third party, including, but not limited to, litigation finance companies, attorneys, banks, adjusters, architects, engineers, or contractors.

B. Any action by the Member which grants or attempts to grant to any third party an interest in or control over any claim or loss payable resulting from covered damage to real or personal property will immediately suspend any obligation by the Pool to make any additional payment for such otherwise covered damages.

C. The obligation of the Pool to make any such payments shall not be restored unless and until the Member provides the Pool with evidence reasonably satisfactory to the Pool that any such transfer or attempt to transfer an interest in or control over such loss or claim to a third party has effectively been terminated.

5. MISREPRESENTATION AND FRAUD

This Coverage Document will be void in entirety if, whether before or after a loss, a Member has:

A. Willfully concealed or misrepresented any material fact or circumstance concerning this coverage, covered property, any coverage claim, or the interest of a Member;

B. Made any attempt to defraud the Pool; or

D. Made any false swearing.

6. LENDERS LOSS PAYEE AND MORTGAGEE INTERESTS AND OBLIGATIONS

A. The Pool will pay for loss to specified property covered under this Coverage Document to each specified lender loss payee (lender) as its interest may appear, and to each specified Mortgagee as its interest may appear, under all present or future mortgages upon covered property, in order of precedence of the mortgages.

B. The interest of the lender or mortgagee (as the case may be) in property covered under this Coverage Document will not be invalidated by:

1) Any act or neglect of the debtor, mortgagor, or owner (as the case may be) of the property;

2) Foreclosure, notice of sale, or similar proceedings with respect to the property;

3) Change in the title or ownership of the property; or

4) Change to a more hazardous occupancy.

The lender or mortgagee will notify the Pool of any known change in ownership, occupancy, or hazard and, within 10 days of written request by the Pool, may pay the additional Contributions associated with the known change. If the lender or mortgagee fails to pay the increased Contribution, all coverage under this Coverage Document will cease.

C. If this Coverage is cancelled at the request of the Member, the coverage for the interest of the lender or mortgagee will terminate 10 days after the Pool sends to the lender or mortgagee

written notice of cancellation, unless:

1) Sooner terminated by authorization, consent, approval, acceptance, or ratification of the Member's action by the lender or mortgagee, or its agent.

2) This Coverage is replaced by the Member, with a coverage document or policy providing coverage for the interest of the lender or mortgagee, in which event coverage under this Coverage Document with respect to such interest will terminate as of the effective date of the replacement coverage document or policy, notwithstanding any other provision of this Coverage Document.

D. The Pool may cancel this Coverage and the interest of the lender or mortgagee under this Coverage Document, by giving the lender or mortgagee written notice 60 days prior to the effective date of cancellation, if cancellation is for any reason other than non-payment. If the Member has failed to pay any Contribution due under this Coverage Document, the Pool may cancel this Coverage Document for non-payment, but will give the lender or mortgagee written notice 10 days prior to the effective date of cancellation. If the lender or mortgagee fails to pay the Contribution due by the specified cancellation date, all coverage under this Coverage Document will cease.

E. The Pool has the right to invoke this Coverage Document's Suspension provision. The suspension of coverage will apply to the interest of the lender or mortgagee in any machine, vessel, or part of any machine or vessel, subject to the suspension. The Pool will provide the lender or mortgagee at the last known address a copy of the suspension notice.

F. If the Pool pays the lender or mortgagee for any loss, and denies payment to the Member, the Pool will, to the extent of the payment made to the lender or mortgagee, be subrogated to the rights of the lender or mortgagee under all securities held as collateral to the debt or mortgage. No subrogation will impair the right of the lender or mortgagee to sue or recover the full amount of its claim. At its option, the Pool may pay to the lender or mortgagee the whole principal due on the debt or mortgage plus any accrued interest. In this event, all rights and securities will be assigned and transferred from the lender or mortgagee to the Pool, and the remaining debt or mortgage will be paid to the Pool.

G. If the Member fails to render proof of loss, the lender or mortgagee, upon notice of the Member's failure to do so, will render proof of loss within 60 days of notice and will be subject to the provisions of this Coverage Document relating to appraisal, settlement of claims, and suit against the Pool.

H. Other provisions relating to the interests and obligations of the lender or mortgagee may be added to this Coverage Document by agreement in writing.

7. OTHER COVERAGE

A. If there is any other coverage that would apply in the absence of this Coverage Document, this Coverage Document will apply only after such coverage whether collectible or not.

B. In no event will this Coverage Document apply as contributing coverage.

C. The Member is permitted to have other coverage over any limits or Sublimits of liability

specified elsewhere in this Document without prejudice to this Coverage Document. The existence of any other coverage will not reduce any limit or sublimit of liability in this Coverage Document. Any other coverage that would have provided primary coverage in the absence of this Coverage Document will not be considered excess.

D. The Member is permitted to have other coverage for all, or any part, of any deductible in this Coverage Document. The existence of other coverage will not prejudice recovery under this Coverage Document. If the limits of liability of other coverage are greater than this Coverage Document applicable deductible, this Coverage Document coverage will apply only after the other coverage has been exhausted.

E. If this Coverage Document is deemed to contribute with other coverage, the limit of liability applicable at each MEMBER PROPERTY, for purposes of the Contribution with other insurers, will be the latest amount described in this Coverage Document or the latest MEMBER PROPERTY value on file with the Pool.

8. COVERAGE MODIFICATION

This Coverage Document contains all of the agreements between the Member and the Pool concerning this coverage. The Member and the Pool may request changes to this Coverage Document. This Coverage Document can be changed only by endorsements issued by the Pool and made a part of this Coverage Document. The Member is also bound by the terms of the Interlocal Participation Agreement with the Pool.

Notice to any agent or knowledge possessed by any agent or by any other person will not:

A. Create a waiver, or change any part of this Coverage Document; or

B. Prevent the Pool from asserting any rights under the provisions of this Coverage Document.

9. REDUCTION BY LOSS

Claims paid under this Coverage Document will not reduce its limit of liability, except claims paid will reduce any coverage period aggregate limit of liability.

10. SUSPENSION

On discovery of a dangerous condition, this Pool may immediately suspend Equipment Breakdown coverage on any machine, vessel or part by giving written notice to the Member. The suspended coverage may be reinstated by the Pool. Any unearned Contribution resulting from a suspension will be returned by the Pool.

11. TITLES

The titles in this Coverage Document are only for reference. The titles do not in any way affect the provisions of this Coverage Document.

SECTION H - DEFINITIONS

A. Actual Cash Value means the amount it would cost to repair or replace covered property, on the date of loss, with material of like kind and quality, with proper deduction for obsolescence and physical depreciation. ACV is computed by subtracting the depreciated value of the lost or damaged covered property from the actual replacement cost, using

material of like kind and quality, of the covered property at the time of loss.

B. Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:

   1) The substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and

   2) The method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and

   3) The disease, substance or agent can cause or threaten damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property.

C. Contribution means the amount paid by the Member to the Pool for this coverage.

D. Contribution & Coverage Declarations (CCD) means the document that sets forth the specific indication of the coverage, limits and deductibles, Contributions and special provisions elected by each Member, including any modifications made by issuance of any amendatory CCD or endorsement.

E. Coverage Document means the Texas Association of Counties Risk Management Pool's Property Coverage Document that sets forth in detail the exact coverage provided.

F. Coverage Territory means MEMBER PROPERTY in the United States of America.

G. Earthquake means a shaking or trembling of the earth that is tectonic or seismic in origin.

H. Earth Movement means any natural or man-made Earth Movement, including, but not limited to Earthquake, landslide, subsidence or volcanic eruption regardless of any other cause or event contributing concurrently or in any other sequence of loss. This definition does not include loss or damage caused by or resulting from Flood, regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

   However, physical damage by fire, explosion, or sprinkler leakage resulting from Earth Movement will not be considered to be loss by Earth Movement within the terms and conditions of this Coverage Document.

I. Flood means a general and temporary condition of partial or complete inundation of normally dry land area from: rising waters, waves, tide, or tidal water; unusual and rapid accumulation or runoff of surface waters from any source; mudslide or mudflow caused by accumulation of water on or under the ground; or the release of water, the rise, overflow, or break of the boundary of a natural or man-made body of water, including spray, excluding physical damage by fire, explosion or sprinkler leakage resulting from Flood. All flooding within a continuous 168 hour period will be considered a single Flood; the beginning of such period shall be determined by the Member.

J. Member means the political subdivision of the State of Texas that is a current participant in the Pool and designated on the CCD.

K. Mobile Equipment means a motorized vehicle including attachments or implements that is only incidentally operated on a public roadway and is not subject to a motor vehicle insurance law, including road construction and maintenance machinery such as a bulldozer, forklift, loader or grader.

L. Named Storm means all loss or damage occurring during a period of 72 consecutive hours that is caused by or results from a storm or weather disturbance that is named as a tropical storm or hurricane by the National Weather Service or any other recognized meteorological authority, including all weather phenomenon associated with or occurring in conjunction with the storm or weather disturbance, such as Flood, Storm Surge, wind driven rain, wind, hail, sleet, tornadoes, or lightning.

M. Occurrence means any one loss, disaster, casualty or series of losses, disasters, or casualties, arising out of one event. When the term applies to loss or losses from the perils of tornado, cyclone, hurricane, windstorm, hail, volcanic eruption, riot, riot attending a strike, civil commotion, and vandalism and malicious mischief one event shall be construed to be all losses arising during a continuous period of 72 hours. When filing proof of loss, the Member may elect the moment at which the 72 hour period shall be deemed to have commenced, which shall not be earlier than the first loss to the covered property occurs.

N. Pollutant means any solid, liquid, gaseous or thermal irritant or contaminant, including, but not limited to, smoke, vapor, soot, fumes, acids, alkalis, chemicals, vaccines and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

O. Pool means the Texas Association of Counties Risk Management Pool.

P. Soft Costs means:
   1. Interest expense;
   2. General overhead-developer expenses and additional real estate taxes;
   3. Legal or professional fees;
   4. Marketing expenses and advertising expenses;
   5. Debt service payments and insurance premiums;
   6. Refinancing charges and bond interest;
   7. Founders fees and miscellaneous operating expenses.

Q. Special Flood Hazard Area means areas of a Flood Insurance Rate Map which are identified as Zones A, AO, AH, A1 - A30, AE, A99, AR, AR/A, AR/AE, AR/A1 - A30, AR/AH, AR/A0, V, V1-V30, and VE. For purposes of determining which areas qualify as Special Flood Hazard Areas as specified above, only those Flood Insurance Rate Maps which were in effect at the time of the Flood loss shall apply. Flood Insurance Rate Map means the official map of a community on which the administrator has designated the special hazards area applicable to the community.

R. Storm Surge means water driven inland from coastal waters by high winds and low atmospheric pressure. Storm Surge shall not be considered Flood.

S. Terrorism: an act or series of acts, including the use of force or violence, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s), committed for political, religious or ideological purposes including the intention to influence any government and/or to put the public or any section of the public in fear for such purposes. Terrorism shall also include any act which is verified or recognized by the United States Government as an act of Terrorism.

T. Tier One Counties means counties in Named Storm Designated Wind Areas: Aransas, Brazoria, Calhoun, Cameron, Chambers, Galveston, Harris, Jefferson, Kenedy, Kleberg, Matagorda, Nueces, Refugio, San Patricio, and Willacy (Note: exposures declared by Harris County CSCD are not considered Tier One).

U. Tier Two Counties means counties in Named Storm Designated Wind Areas: Bee, Brooks, Fort Bend, Goliad, Hardin, Hidalgo, Jackson, Jasper, Jim Wells, Liberty, Live Oak, Orange, Victoria, and Wharton.

V. Vacant means a building is vacant or unoccupied if less than 10% of the total square footage owned, rented, or leased by the Member contains inadequate contents to perform customary operations, excluding common areas such as lobbies and garages. Buildings under construction or renovation shall not be considered Vacant.

W. Unmanned Aircraft System means an unmanned aircraft and the equipment necessary for the safe and efficient operation of that aircraft. An unmanned aircraft is a component of an Unmanned Aircraft System. An unmanned aircraft is an aircraft that is operated without the possibility of direct human intervention from within or on the aircraft.

X. Waiting Period means the time period where the Pool shall have no liability for the time element loss when the period of recovery applicable to all time element loss is equal to or less than such time period. If, however, the period of recovery exceeds such time period then the Pool's liability for the time element loss shall otherwise apply and the period of recovery shall be measured from the inception of the Occurrence for which loss is being claimed. The applicable deductible shall then apply.

GREEN ENDORSEMENT

COVERAGE AGREEMENT – Subject to the limits in this Coverage Document, the Coverage Document is amended to extend coverage related to LEED Certification, as described in this section.

The coverage and valuation provision provided by this endorsement only apply if direct physical loss or damage to covered real or personal property is caused by any of the perils covered by the Coverage Document and replacement cost valuation applies.

This coverage does not apply to: (1) personal property of others in the Member's care, custody, and control; (2) leased personal property; or (3) finished or unfinished stock.

This endorsement does not increase or change the per Occurrence limit of liability shown in the CCD or the annual aggregate for specified perils.

1. Notwithstanding the valuation provision of this Coverage Document or limits of liability applicable

to specific MEMBER PROPERTY or perils, if replacement cost valuation applies to real and personal property, then the Pool's liability for loss applicable to this endorsement is the cost to repair or replace the covered damaged property, subject to the applicable limit of liability, plus the lesser of the following amounts:

A. The reasonable and necessary amount to upgrade to green the covered damaged property as described in Coverage Section A - Non-LEED® Certified Coverage or as described in Coverage Section B - LEED® Certified Coverage below, whichever is applicable; or

B. An additional 25% of the applicable limit of liability for the building and business personal property shown in the property schedule or appraisal to upgrade to green; or

C. $100,000 to upgrade to green.

At the Member's sole discretion, the Member may elect not to upgrade to green any or all property for which upgrade to green coverage is provided under this endorsement. In such case, the Pool will adjust the claim in accordance with the standard provisions of the Coverage Document, as modified by all other applicable endorsements.

Subject to the lesser of A., B., or C. above, if necessary, the period of recovery shall be increased to allow for additional time to upgrade to green the damaged property plus up to an additional two week period to meet the requirements set forth in 4.B.

2. COVERAGE SECTION A: NON-LEED CERTIFIED COVERAGE

If direct physical loss or damage by any of the perils covered by the Coverage Document to a building that is not LEED certified at the time of the loss, or to the personal property within the building, the Pool will pay to repair or replace damaged or destroyed:

A. Loss Settlement for Personal Property
   1) Appliances or Office Equipment with products of like kind and quality that have been identified as ENERGY STAR® or equivalent products of energy efficiency. If there are no products available at the time of the loss, this upgrade to green coverage does not apply.

   2) Systems Furniture or Seating, with products of like kind and quality that are certified as GREENGUARD Indoor Air Quality Certified® or products with similar emissions characteristics. If there are no products available at the time of the loss, this upgrade to green coverage does not apply.

B. Loss Settlement for a Building
   1) Interior Finish Materials Upgrade

      a. Lower Emissions Products Upgrade Coverage
      Defined Building Materials with products of like kind and quality that have Lower Emissions. If there are no products available at the time of the loss, this upgrade to green coverage does not apply.

      b. Environmentally Preferable Products Upgrade Coverage
      Interior wood, carpeting and flooring with products of like kind and quality that have Lower Emissions, are Sustainably Produced, are Rapidly Renewable or include

Recycled Content. If there are no products available at the time of the loss, this upgrade to green coverage does not apply.

2) Interior Plumbing Systems Upgrade Coverage
Interior plumbing fixtures including, but not limited to, toilets, shower heads and lavatory faucets with products of like kind and quality that are more Water Efficient. If there are no products available at the time of the loss, this upgrade to green coverage does not apply. For damaged or destroyed faucets, the Pool will also pay to install occupant sensors to reduce the potable water demand.

3) Lighting Systems Upgrade Coverage
Lighting systems, with products of like kind and quality that have been identified as ENERGY STAR or equivalent products of such energy efficiency. If there are no products available at the time of the loss, this upgrade to green coverage does not apply. The Pool will also pay to repair or replace damaged light bulbs with light bulbs which have low mercury content.

4) Efficient Heating and Cooling Equipment Upgrade Coverage
Heating and cooling equipment with products of like kind and quality that have been identified as ENERGY STAR or equivalent products of such energy efficiency. If there are no products available at the time of the loss, this upgrade to green coverage does not apply.

5) Building Reconstruction Following Total Loss
   a. Solely with respect to a Total Loss to a building, the Pool will pay to replace the building on its existing foundation using the most cost effective techniques, products and materials that should satisfy the prerequisites and earn the minimum number of points required to qualify for LEED Silver certification using the LEED New Construction (LEED NC®) Rating System.

   b. Certification Expenses
      (i) The Pool will pay the reasonable and necessary registration and certification fees charged by the United States Green Building Council (USGBC) that the Member incurs should the Member decide to seek LEED Silver certification. However, the Pool will not pay to modify the reconstructed structure if it is not certified.

      (ii) The sublimit for this coverage is $25,000.

3. COVERAGE SECTION B: LEED CERTIFIED COVERAGE

In addition to all Coverage provided in Coverage Section A of this endorsement (with the exception of 2.B. (5) Building Reconstruction Following a Total Loss) and if direct physical loss or damage by any of the perils covered by the Coverage Document to a building that is LEED certified at the time of the loss, or to the personal property in such building, the Pool will pay to repair or replace damaged or destroyed:

A. Loss Settlement for Trees, Shrubs, and Vegetative Roofs
   1) Trees and shrubs planted specifically to secure the Heat Island Effect: Non-Roof point as described in LEED NC. For the purposes of this coverage only, notwithstanding any other provision of the Coverage Document to the contrary, trees and shrubs are covered

property. The sublimit for this coverage is $3,000 per tree or $3,000 per shrub up to a maximum of $25,000.

2) Vegetative roofs on LEED certified buildings. Notwithstanding any other provision of the Coverage Document to the contrary, vegetative roofs are Covered Property.

B. Loss Settlement for a Building
1) Recertification Expenses
a. In the event of direct physical loss or damage by any of the perils covered by the Coverage Document that necessitates recertification of the damaged building, the Pool will pay the reasonable and necessary registration and certification fees charged by the USGBC that the Member incurs as a result of the recertification process.

b. The sublimit for this coverage is $25,000.

2) Building Reconstruction Following Total Loss
a. Solely with respect to a Total Loss to a building that is LEED certified at the time of the loss, the Pool will pay to replace the building on its existing foundation using the most cost effective techniques, products and materials that would satisfy the prerequisites and should earn the minimum number of points required to qualify for LEED certification at one level above the certification in effect at the time of the loss using the LEED NC Rating System.

b. Certification Expenses
(i) The Pool will pay the reasonable and necessary registration and certification fees charged by the USGBC that the Member incurs should the Member decide to seek LEED certification. However, the Pool will not pay to modify the reconstructed structure if it is not certified.

(ii) The sublimit for this coverage is $25,000.

4. COVERAGES INCLUDED WITHIN COVERAGE SECTIONS A OR B AND APPLICABLE TO LEED® AND NON-LEED® CERTIFIED BUILDINGS

In the event of direct physical loss or damage by any of the perils covered by the Coverage Document to a LEED or Non-LEED certified building:

A. Recycling Expenses
1) The Pool will pay the Member's expenses to clean-up, sort, segregate, and transport debris from the Member's damaged building to recycling facilities, if such debris can be recycled.

2) The sublimit for this coverage is $25,000 and is in addition to the debris removal expense sublimit provided by the Coverage Document, if any.

3) Any income or remuneration derived from this recycling shall be used to reduce the loss.

B. Air Testing and Outdoor Air Ventilation of the Reconstructed Space
1) In accordance with the requirements for the Construction IAQ Management Plan: Before Occupancy Credit as described in the LEED NC rating system (Construction IAQ), the Pool will pay to conduct air testing and a building flush-out (if required because of a failure to

meet air quality standards set forth in the Construction IAQ) and follow-up air testing for a total period of time not to exceed two weeks.

2) After the two week period of increased outdoor air ventilation of the reconstructed space, the Pool will pay to replace the filtration media with new media.

3) The sublimit for this coverage is $25,000.

C. Professional Services
The Pool will pay reasonable and necessary expenses to hire a LEED Accredited architect or engineer to participate in the design and construction administration of the damaged portion of the building or the entire building, whichever is applicable.

The sublimit for this coverage is $50,000.

D. Building Commissioning Expenses
1) In the event of direct physical loss or damage to mechanical, electrical, or electronic building systems, by any of the perils covered by the Coverage Document which necessitates the commissioning or re-commissioning of those systems, the Pool will pay reasonable and necessary expenses of a Professional Engineer to commission or re-commission those damaged systems in accordance with LEED protocols.

2) The sublimit for this coverage is $25,000.

5. ADDITIONAL DEFINITIONS

A. Appliances means products including dishwashers, refrigerators, freezers, ovens, microwave ovens, room air conditioners, room air cleaners and water heaters.

B. Defined Building Materials means: (1) all carpet and floor coverings, including adhesives to affix them to the floor; (2) all interior paints, architectural coatings, primers, undercoatings, adhesives, and sealants; and (3) permanently installed composite wood fixtures, including, counters, cabinets, and partitions.

C. ENERGY STAR means any product that has been identified by the United States Government Department of Energy, Environmental Protection Agency as ENERGY STAR qualified at the time of the loss.

D. Heating and Cooling Equipment means products including heat pumps, boilers, central air conditioning, ceiling fans, dehumidifiers, exhaust fans, furnaces, thermostats, and ventilating fans.

E. Lower emissions means:
1) With respect to adhesive and sealant products, such as, general construction adhesives, flooring adhesives, fire-stopping sealants, caulking, duct sealants, plumbing adhesives, and cove base adhesives, products that meet the requirements of South Coast Air Quality Management District (SCAQMD) Rule # 1168; with respect to aerosol adhesives, products that meet Green Seal Standard GS-36 requirements;

2) With respect to architectural paints, coatings, and primers, products that do not exceed the

volatile organic compound (VOC) content limits established in Green Seal Standard GS-11, with respect to anti-corrosive and anti-rust paints, products that do not exceed the VOC content limits established in Green Seal Standard GS-03; and with respect to clear wood finishes, floor coatings, stains, and shellacs, products that do not exceed the VOC content limits established by SCAQMD Rule #1113;

3) With respect to carpet and carpet cushion, products that meet the requirements of the Carpet and Rug Institute's Green Label Plus Program; and

4) With respect to composite wood and agrifiber products such as particleboard, medium density fiberboard (MDF), plywood, wheatboard, strawboard, panel substrates and door cores as well as laminating adhesives used to fabricate on-site and shop-applied composite wood and agrifiber assemblies, products that contain no added urea-formaldehyde resins.

F. Office Equipment means electronic products including desktop computers, laptop computers, monitors, printers, fax machines, scanners, copiers, and telephones.

G. Recycled Content means those products that contain at least 20% post-consumer recycled content.

H. Rapidly Renewable means products that are made from plant resources that are harvested within a ten-year cycle or shorter, including bamboo, eucalyptus, wheat straw, sunflower hulls, cork oak, wheatboard, linoleum, and sorghum.

I. Seating means task and guest chairs used with System Furniture.

J. Sustainably Produced means those products certified by the Forest Stewardship Council (FSC).

K. System Furniture means either a panel-based workstation comprised of modular interconnecting panels, hang-on components and drawer/filing components of a freestanding grouping of furniture items and their components that have been designed to work in concert.

L. Total Loss means:
1) The covered building is completely destroyed regardless of whether any damage is done to the foundation or slab; or

2) The covered building is in such condition after the loss that the standard method of rebuilding or repairing the covered building is to raze the structure except for the foundation or slab or including all or part of the foundation or slab and rebuild the entire structure, whether such structure is actually rebuilt or not.

M. Water Efficient means dry fixtures such as composting toilet systems and non-water using urinals, flush toilets using no more than 1.6 gallons of water per flush, and shower heads and faucets with a flow rate of no more than 2.2 gallons per minute.

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Date: 09/13/2022

Requested By: Lon Shell, Commissioner Pct 3
Sponsor: Commissioner Shell

Agenda Item:
Discussion and possible action to authorize the execution of a $2,000,000.00 Letter of Agreement between Hays County and CHRISTUS Santa Rosa Hospital (CSRSM) as budgeted for FY2023 related to Indigent health care costs. **SHELL**

Summary:
Dedicated funds are budgeted each year to be used for payments to CSRSM associated with providing indigent health care through the 1115 waiver and the Indigent Program at the Live Oak Community Clinic. The Letter of Agreement authorizes the transfer of budgeted funds.

Fiscal Impact:
Amount Requested: $2,000,000.00
Line Item Number:120-675-00.5801

Budget Office:
Source of Funds: Family Health Services Fund
Budget Amendment Required Y/N?: No
Comments: Funds are included in the FY2023 proposed budget for this contract.

Auditor's Office:
Purchasing Guidelines Followed Y/N?: N/A, Texas Health and Safety Code Chapter 61.
G/L Account Validated Y/N?: Yes, Health Care Program Services
New Revenue Y/N?: N/A
Comments:

Attachments

CHRISTUS Santa Rosa Hospital Agreement

LETTER OF AGREEMENT

BETWEEN

HAYS COUNTY AND CHRISTUS SANTA ROSA HOSPITAL-SAN MARCOS

This Letter of Agreement (**Agreement**) is entered into by Hays County (the **County**) and CHRISTUS Santa Rosa Hospital-San Marcos (**CSRSM**) to ensure CSRSM's provision of high-quality health care to the residents of the County who are eligible for benefits for the County's Fiscal Year 2023 budget period.

To enhance the health care available in the County, CSRSM provides hospital care to Indigent Residents at CSRSM at no cost to the patient. Additionally, CSRSM provides primary care to Indigent Residents at its clinic, Live Oak Walk-In Care Clinic, at no cost to the patient. CSRSM's provision of health care enables Indigent Residents to receive primary and specialty care that they would not otherwise be able to access.

CSRSM shall provide hospital care and primary care to Indigent Residents (**Indigent Health Services**). In consideration of CSRSM's provision of Indigent Health Services, the County will pay to CSRSM two million dollars ($2,000,000) (the **Payment**).

CHRISTUS Santa Rosa Hospital -San Marcos

_____
Thomas McKinney, President

_____
Date

_____
Stephanie Parker, Regional COO/CFO

_____
Date

Hays County

_____
Ruben Becerra
Hays County Judge

_____
Date

ATTEST:

_____
County Clerk

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Date: 09/13/2022

Requested By: Elaine H. Cardenas

Sponsor: Judge Becerra

Agenda Item

Discussion and possible action to approve the 2023 Sheriff and Constable Fees. **BECERRA/CARDENAS**

Summary

Pursuant to Texas Local Government Code Section 118.131. The fees will need to be reviewed and/or updated on or before October 15. The fees need to be approved by the Commissioners Court.

Attachments

2023 Sheriff and Constable Fees

HAYS COUNTY, TEXAS
SHERIFF AND CONSTABLE FEES - 2023

NOTICES:	
Subpoenas	**75.00**
Summons	**75.00**
Writ of Attachment	**250.00**
Writ of Garnishment	**150.00**
Writ of Sequestration	**250.00**
Orders of Sale	**250.00**
Forcible Detainer	**75.00**
Order of Retrieval	**75.00**
SERVICE FEES:	
Small Claims Citation	**75.00**
Justice Court Citation	**75.00**
All Other Courts' Citations	**75.00**
Writ of Possession/Re-entry/Restoration	**250.00**
Writ of Capias	**250.00**
Writs – All Other	**250.00**
OTHER SERVICE FEES:	
Writ of Execution	**250.00**
Notice of Trustee Sale	**150.00**
Show Cause Order	**150.00**
Temporary Restraining Order	**150.00**
Executing Bill of Sale	**75.00**
Posting Public Notice (each location)	**50.00**
Notice of Publication	**75.00**
Injunction	**150.00**
Precept	**75.00**
Precept or Writ or Court Order exceeding 2 hrs. an additional fee per hour, per officer	**50.00 per hr per Deputy**
Deed or Bill of Sale (each)	**75.00**
Deed or Bill of Sale issued and Recorded by County Clerk	**30.00**
Use of County Patrol Vehicles for Certain Functions (per hour-vehicle running and/or emergency equipment in use)	**10.00**
Use of County Patrol Vehicles for Certain Functions – Flat Fee (Vehicle on scene for presence and officer to have equipment – vehicle would not be running or the lights in use)	**15.00**
Delivery of Judgment	**75.00**
Tax Warrant	**150.00**
Execution Termination Fee	**150.00**

COMMISSION for collecting money on an **Execution or Order of Sale** when the same is made by a sale. Total Judgment amount to be broken down as follows:

For the first		$10,000.00 = **10%**
$10,000.01	and	UP = **5%**

When the money is collected **without a sale,** the fee shall be ½ of the above rates.

Adopted on this 13th day of September 2022, pursuant to Local Government Code §118.131

HAYS COUNTY COMMISSIONERS' COURT

ATTEST:

_____
Ruben Becerra, County Judge

_____
Elaine Cardenas, County Clerk

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Date: 09/13/2022

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

Agenda Item:
Discussion and possible action to award a contract for IFB 2022-B15 Francis Harris Lane - Low Water Crossing with C3 Environmental Specialties in the amount of $691,901.95. **INGALSBE/JONES/BORCHERDING**

Summary:
On July 5, 2022, the Hays County Commissioners Court approved for the Purchasing Division to solicit bids for IFB 2022-B15 Francis Harris Lane - Low Water Crossing. The Purchasing Division received four (4) responsive bids from the following companies:

C3 Environmental Specialties $691,901.95
Cox Commercial Construction $1,049,547.90
Lowden Excavating $799,143.33
SB Contractors, LLC. $798,408.79

It is the staff's recommendation to award the contract to C3 Environmental Specialties.

Fiscal Impact:
Amount Requested: $691,901.95
Line Item Number: 035-801-96-524.5611_700

Budget Office:
Source of Funds: Voter Approved Road Bond 2019 Fund
Budget Amendment Required Y/N?: No
Comments: Project funds are included in the FY23 budget.

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

Attachments

Contract - C3 Environmental Specialties
BidNet Direc - Bid Tabulation IFB 2022-B15

SOLICITATION, OFFER AND AWARD

Hays County Auditor
Purchasing Office
712 S. Stagecoach Trail, Suite 1071
San Marcos, Texas 78666

Solicitation No.: IFB 2020-B15 Francis Harris Lane – Low Water Crossing	Date Issued: July 7, 2022

SOLICITATION

Respondents must submit proposals as listed: two (2) originals and one (1) digital copy on a thumb drive
Proposals will be received at the Hays County Purchasing Office at the address shown above until:
11:00 a.m. local time August 1, 2022.
Proposals received after the time and date set for submission will be returned unopened.

For information please email: purchasing@co.hays.tx.us	Questions concerning this RFP must be received in writing no later than 5:00 on July 20, 2022.	Phone No.: (512) 393-2283

OFFER (Must be fully completed by Respondent)

In compliance with the above, the undersigned offers and agrees to furnish all items or services awarded at the prices stipulated for each item delivered at the designated point(s) and within the time specified herein. Award shall include all solicitation documents and attachments.

MANUALLY SIGN ALL COPIES SUBMITTED. SIGNATURE IS MANDATORY.

Respondent		Respondent's Authorized Representative	
Entity Name:	C 3 Environmental Specialties	Name:	Dustin Pratt
Mailing Address:	132 Nell Deane Blvd. Schertz TX 78154	Title:	Vice- President
		Email Address:	Dpratt@c3environmental.com
		Phone No.:	210653-7801
Signature:		Date:	08/01/2022
Name, Email Address and Phone No. of person authorized to conduct negotiations on behalf of Respondent:	Dustin Pratt Dpratt@c3environmental.com 210 653-7801		

NOTICE OF AWARD (To be completed by County)

Funding Source:	Awarded as to item(s):	Contract Amount:
	Attached Bid Form	$1,091,901.95
Vendor: C3 Environmental Spec.		Term of Contract: 120 days (Calendar) from NTP.
This contract issued pursuant to award made by Commissioners Court on:	Date: September 13, 2022	Agenda Item: 458

Important: Award notice may be made on this form or by other Authorized official written notice.

Hays County Judge _____ Date _____

Hays County Clerk _____ Date _____

ATTACHMENT A: IFB 2022-B15 BID FORM
SCHEDULE OF RATES AND PRICES
HAYS COUNTY, TEXAS

PROJECT NO: IFB 2022-B15 PROJECT NAME: FRANCIS HARRIS LANE - LOW WATER CROSSING

Full compensation for compliance with each and every provision of the Request for Bids, the Bid, the Specifications, and the Contract will be considered as included in the unit prices for the work set forth below, and no separate payment will be made for compliance with each and every provision of the Request for Bids, the Bid, the Specifications, and the Contract, unless separate payment is expressly provided for therein.

BID ITEM	TECH SPEC[1]	DESCRIPTION WITH UNIT PRICES IN WORDS	BID QUANTITY	UNIT MEASURE	UNIT COST	AMOUNT BID
1	TXDOT 100 6002	PREPARING ROW at Three Thousan Fifty Dollars and Zero Cents per STA	3.65	STA	3050	$ 11,132.50
2	TXDOT 104 6009	REMOVING CONC (RIPRAP) at Thirty Dollars and Zero Cents per SY	150	SY	30	$ 4,500.00
3	TXDOT 105 6015	REMOVING STAB BASE AND ASPH PAV (8"-10") at Twenty Dollars and Zero Cents per SY	667	SY	20	$ 13,340.00
4	TXDOT 110 6001	EXCAVATION (ROADWAY) at Thirty Dollars and Zero Cents per CY	620	CY	30	$ 18,600.00
5	TXDOT 132 6006	EMBANKMENT (FINAL)(DENS CONT)(TY C) at Sixty Dollars and Zero Cents per CY	460	CY	60	$ 27,600.00
6	TXDOT 160 6003	FURNISHING AND PLACING TOPSOIL (4") at Four Dollars and Zero Cents per SY	909	SY	4	$ 3,636.00
7	TXDOT 164 6023	CELL FBR MLCH SEED(PERM)(RURAL)(CLAY) at Zero Dollars and Sixty five Cents per SY	909	SY	0.65	$ 590.85
8	TXDOT 164 6029	CELL FBR MLCH SEED(TEMP)(WARM) at Zero Dollars and Fifty five Cents per SY	455	SY	0.55	$ 250.25
9	TXDOT 164 6031	CELL FBR MLCH SEED(TEMP)(COOL) at Zero Dollars and Fifty Five Cents per SY	455	SY	0.55	$ 250.25
10	TXDOT 168 6001	VEGETATIVE WATERING at Sixty Six Dollars and Zero Cents per MG	23	MG	66	$ 1,518.00
11	TXDOT 169 6001	SOIL RETENTION BLANKETS (CL 1) (TY A) at Two Dollars and Twenty Five Cents per SY	909	SY	2.25	$ 2,045.25
12	TXDOT 247 6044	FL BS (CMP IN PLC) (TY A GR 4) (FINAL POS) at Sixty Two Dollars and Zero Cents per CY	354	CY	62	$ 21,948.00
13	TXDOT 260 6027	LIME TRT (EXST MATL) (8") at Eleven Dollars and Fourty Cents per SY	1110	SY	11.4	$ 12,654.00
14	TXDOT 310 6009	PRIME COAT (MC-30) at Four Dollars and Ninety Cents per GAL	201	GAL	4.9	$ 984.90
15	TXDOT 341 6041	D-GR HMA TY-D SAC-A PG70-22 at Two Hundred Ninety Five Dollars and Zero Cents per Ton	139	TON	295	$ 41,005.00
16	TXDOT 360 6002	CONC PVMT (CONT REINF - CRCP) (8") at One Hundred Seventy Dollars and Zero Cents per SY	272	SY	170	$ 46,240.00
17	TXDOT 400 6002	STRUCT EXCAV (BOX) at Twenty Five Dollars and Zero Cents per CY	336	CY	25	$ 8,400.00
18	TXDOT 400 6005	CEM STABIL BKFL at One Hundred Forty Eight Dollars and Zero Cents per CY	128	CY	148	$ 18,944.00
19	TXDOT 403 6001	TEMPORARY SPL SHORING at Thirty Five Dollars and Zero Cents per SF	965	SF	35	$ 33,775.00
20	TXDOT 432 6032	RIPRAP (STONE PROTECTION) (15 IN) at One Hundred Fifteen Dollars and Zero Cents per CY	196	CY	115	$ 22,540.00
21	TXDOT 432 6045	RIPRAP (MOW STRIP)(4 IN) at Six Hundred Dollars and Zero Cents per CY	10	CY	600	$ 6,000.00
22	TXDOT 450 6019	RAIL (TY T631LS) at One Hundred Seventy Two Dollars and Fifty Cents per LF	169	LF	172.5	$ 29,152.50
23	TXDOT 460 6009	CMP AR (GAL STL DES 2) at Ninety Seven Dollars and Zero Cents per LF	50	LF	97	$ 4,850.00
24	TXDOT 462 6019	CONC BOX CULV (8 FT X 4 FT) at Eight Hundred Dollars and Zero Cents per LF	200	LF	800	$ 160,000.00
25	TXDOT 466 6182	WINGWALL (PW-1) (HW = 7 FT) at Thirty Five Thousand Dollars and Zero Cents per EA	2	EA	35000	$ 70,000.00
26	TXDOT 467 6523	SET (TY II) (DES 2) (CMP) (4:1) (C) at One thousand Six Hundred Dollars and Zero Cents per EA	4	EA	1600	$ 6,400.00
27	TXDOT 496 6007	REMOV STR (PIPE) at Twenty Dollars and Zero Cents per LF	44	LF	20	$ 880.00
	TXDOT	REMOV STR (SMALL FENCE)				

[1] Refer to the Technical Specifications section for a description of the specific reference number.

ATTACHMENT A: IFB 2022-B15 BID FORM
SCHEDULE OF RATES AND PRICES
HAYS COUNTY, TEXAS

PROJECT NO: IFB 2022-B15 PROJECT NAME: FRANCIS HARRIS LANE - LOW WATER CROSSING

Full compensation for compliance with each and every provision of the Request for Bids, the Bid, the Specifications, and the Contract will be considered as included in the unit prices for the work set forth below, and no separate payment will be made for compliance with each and every provision of the Request for Bids, the Bid, the Specifications, and the Contract, unless separate payment is expressly provided for therein.

BID ITEM	TECH SPEC[1]	DESCRIPTION WITH UNIT PRICES IN WORDS	BID QUANTITY	UNIT MEASURE	UNIT COST	AMOUNT BID
28	496 6043	at Six Dollars and Fifty Cents per LF	182	LF	6.5	$ 1,183.00
29	TXDOT 500 6001	MOBILIZATION at Thirty Six ThousandTwo Hundred Forty One Dollars and Twenty five Cents per LS	1	LS	36241.25	$ 36,241.25
30	TXDOT 502 6001	BARRICADES, SIGNS AND TRAFFIC HANDLING at Three Thousand Four Hundred Fifty Dollars and Zero Cents per MO	5	MO	3450	$ 17,250.00
31	TXDOT 506 6002	ROCK FILTER DAMS (INSTALL) (TY 2) at Twenty Six Dollars and Fifty Cents per LF	109	LF	26.5	$ 2,888.50
32	TXDOT 506 6011	ROCK FILTER DAMS (REMOVE) at Twelve Dollars and Zero Cents per LF	109	LF	12	$ 1,308.00
33	TXDOT 506 6020	CONSTRUCTION EXITS (INSTALL) (TY 1) at Thirteen Dollars and Twenty Five Cents per SY	245	SY	13.25	$ 3,246.25
34	TXDOT 506 6024	CONSTRUCTION EXITS (REMOVE) at Six Dollars and Zero Cents per SY	245	SY	6	$ 1,470.00
35	TXDOT 506 6038	TEMP SEDMT CONT FENCE (INSTALL) at Two Dollars and Twenty Cents per LF	701	LF	2.2	$ 1,542.20
36	TXDOT 506 6039	TEMP SEDMT CONT FENCE (REMOVE) at One Dollars and Zero Cents per LF	701	LF	1	$ 701.00
37	TXDOT 506 6042	BIODEG EROSN CONT LOGS (INSTL) (18") at Ten Dollars and Seventy Five Cents per LF	225	LF	10.75	$ 2,418.75
38	TXDOT 506 6043	BIODEG EROSN CONT LOGS (REMOVE) at One Dollars and Zero Cents per LF	225	LF	1	$ 225.00
39	TXDOT 540 6001	MTL W-BEAM GD FEN (TIM POST) at Eighty Six Dollars and Twenty Five Cents per LF	25	LF	86.25	$ 2,156.25
40	TXDOT 544 6001	GUARDRAIL END TREATMENT (INSTALL) at Five Thousand Seven Hundred Fifty Dollars and Zero Cents per EA	4	EA	5750	$ 23,000.00
41	TXDOT 552 6004	WIRE FENCE (TY D) at Thirty Nine Dollars and Zero Cents per LF	277	LF	39	$ 10,803.00
42	TXDOT 552 6008	WIRE FENCE (WATER GAP) at Seventy Four Dollars and Seventy Five Cents per LF	23	LF	74.75	$ 1,719.25
43	TXDOT 636 6001	ALUMINUM SIGNS (TY A) at Twenty Three Dollars and Zero Cents per SF	33	SF	23	$ 759.00
44	TXDOT 644 6001	IN SM RD SN SUP&AM TY10BWG(1)SA(P) at One Thousand One Hundred Thirty Two Dollars and Seventy Five Cents per Ea	2	EA	1132.75	$ 2,265.50
45	TXDOT 644 6004	IN SM RD SN SUP&AM TY10BWG(1)SA(T) at One thousand Five Hundred Eighty Seven Dollars and Zero Cents per EA	2	EA	1587	$ 3,174.00
46	TXDOT 644 6076	REMOVE SM RD SN SUP&AM at Nine Hundred Twenty Dollars and Zero Cents per EA	1	EA	920	$ 920.00
47	TXDOT 658 6060	REMOVE DELIN & OBJECT MARKER ASSMS at Fifty One Dollars and Seventy Five Cents per EA	2	EA	51.75	$ 103.50
48	TXDOT 658 6062	INSTL DEL ASSM (D-SW)SZ 1(BRF)GF2(BI) at Forty Dollars and Twenty Five Cents per EA	8	EA	40.25	$ 322.00
49	TXDOT 666 6207	REFL PAV MRK TY II (Y) 4" (SLD) at Five Dollars and Zero Cents per LF	730	LF	5	$ 3,650.00
50	TXDOT 672 6009	REFL PAV MRKR TY II-A-A at Eleven Dollars and Fifty Cents per EA	10	EA	11.5	$ 115.00
51	TXDOT 752 6015	TREE AND BRUSH REMOVAL at Ninety Thousand One Hundred Forty Dollars and Zero Cents per AC	0.1	AC	19140	$ 1,914.00
52	TXDOT 6001 6002	PORTABLE CHANGEABLE MESSAGE SIGN at Two Thousand Six Hundred Forty Five Dollars and Zero Cents per EA	2	EA	2645	$ 5,290.00
				SUBTOTAL		$ 691,901.95

TOTAL AMOUNT OF BID

Six Hundred Ninety One Thousand Nine Hundred One **Dollars and** Ninety Five **Cents** **$ 691,901.95**

[1] Refer to the Technical Specifications section for a description of the specific reference number.

Appendix C
BID FORM

PROJECT IDENTIFICATION
Project No. IFB 2022-B15

THIS BID IS SUBMITTED TO:
Electronically: BidNet Direct: www.bidnetdirect.com//hayscounty

Manually:
Hays County Purchasing Department
Attn: Stephanie Hunt
712 South Stagecoach Trail, Suite 1071
San Marcos, Texas 78666

The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an agreement with COUNTY in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Bid Price and within the Bid Times indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.

All Bids will be considered non-responsive if the following forms are not signed and submitted with the Bid.

BIDDER accepts all of the terms and conditions of the Notice to Bidders and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the day of Bid opening. BIDDER will sign and deliver the required number of counterparts of the Agreement with the Bonds and other documents required by the Bidding Requirements within 10 working days after the date of COUNTY's Notice of Award.

This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; BIDDER has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm, or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantage over any other Bidder or over COUNTY.

BIDDER will complete the work in accordance with the Contract Documents and the accompanying Schedule of Rates and Prices and will pay not less than the Prevailing Wage Rates for Hays County, Texas. **The work will be substantially completed by 120 calendar days from notice to proceed (NTP).**

Communications concerning this Bid shall be addressed to the address of BIDDER indicated below:

_____
_____
_____

Terms used in this Bid which are defined in the General Provisions or Instructions will have the meanings indicated in the General Provisions or Instructions.

SUBMITTED ON_____, 20___.

State Contractor License Number _____

IF BIDDER is:

An Individual

By_____(SEAL)

(Individual's Name)

_____

(Signature)

doing business as _____

Business address: _____

_____

Phone Number:_____Fax Number: _____

Email: _____

A Partnership

By C3 ENVIRONMENTAL SPECIALTIES LP (SEAL)

(Firm Name)

DUSTIN PRATT

(General Partner)

(Signature)

Business address:

132 NELL DEANE BLVD

SCHERTZ, TX 78154

Phone Number: 210 653 7801 Fax Number: 210-650-3306

Email: dpratt@C3ENVIRONMENTAL.COM

A Corporation

By_____(SEAL)
(Corporate Name)

_____
(State of Incorporation)

By_____(SEAL)
(Name of Person Authorized to Sign)

_____
(Signature)

(Corporate Seal)

Attest: _____
(Secretary)

Business Address
_____
_____
_____

Phone Number:_____Fax Number: _____
Email: _____

Date of Qualification to Do Business is _____

A Joint Venture

By_____(SEAL)
(Name)

_____
(Address)

_____
(Signature)

By_____(SEAL)
(Name)

_____
(Address)

_____
(Signature)

Phone & Fax Numbers, Email & mailing addresses for receipt of official communications:

_____
_____
_____
_____

(Each joint venturer must sign. The manner for signing for everyone, partnership, and corporation that is a party to the joint venture should be in the manner above.)

V. Vendor Reference Form

Please list three (3) references of current customers who can verify the quality of service your company provides. The County prefers customers of similar size and scope of work to this proposal/bid. **This form must be returned with your bid/proposal.**

REFERENCE ONE

Company Name: Please see attached

Address: _____

Contact Person and Title: _____

Phone Number: _____

Scope & Duration of Contract: _____

Email: _____

REFERENCE TWO

Company Name: _____

Address: _____

Contact Person and Title: _____

Phone Number: _____

Scope & Duration of Contract: _____

Email: _____

REFERENCE THREE

Company Name: _____

Address: _____

Contact Person and Title: _____

Phone Number: _____

Scope & Duration of Contract: _____

Email: _____

C-3 Environmental Specialties
Erosion Control & Environmental Contractors

DBE/MBE/SBE HUB CERTIFIED

132 Nell Deane Blvd.
Schertz, Texas 78154

Phone: (210)-653-7801
Fax: (210)-650-3306

Client References

DNT Construction
Justin Allison
210-490-6700
18952 Redland Rd. #2
San Antonio, TX 78259

VK Knowlton Construction
Reagan Walker
210-651-6860
18225 FM 2252
San Antonio, TX 78266

M&M Contracting
Trey Wooten
210-648-4010
4660 Boldt Rd
San Antonio, TX 78222

Texas Sterling Construction
Steve Deering
210-952-6749
5638 FM 1346
San Antonio, TX 78220

City of Schertz
Scott McClelland
210-619-1822
10 Commercial Place
Schertz, Tx. 78154

SureTec

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we C3 Environmental Specialties LP as principal, hereinafter called the "Principal," and **SURETEC INSURANCE COMPANY**, 9737 Great Hills Trail, Suite 320, Austin, Tx 78759, as surety, hereinafter called the "Surety," are held and firmly bound unto Hays County Auditor as obligee, hereinafter called the Obligee, in the sum of Five percent of the greatest amount bid Percent (5% GAB%) of the Amount Bid by Principal for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the principal has submitted a bid for Francis Harris Lane - Low Water Crossing IFB 2022-B15.

NOW, THEREFORE, if the contract be timely awarded to the Principal and the Principal shall within such time as specified in the bid, enter into a contract in writing or, in the event of the failure of the Principal to enter into such Contract, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

PROVIDED, HOWEVER, neither Principal nor Surety shall be bound hereunder unless Obligee prior to execution of the final contract shall furnish evidence of financing in a manner and form acceptable to Principal and Surety that financing has been firmly committed to cover the entire cost of the project.

SIGNED, sealed and dated this 28th day of July, 2022.

C3 Environmental Specialties LP
(Principal)

BY: _____

TITLE: Vice President

SureTec Insurance Company

BY: Dana Michaelis
Dana Michaelis, Attorney-in-Fact

POA# 4221179

JOINT LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That SureTec Insurance Company, a Corporation duly organized and existing under the laws of the State of Texas and having its principal office in the County of Harris, Texas and Markel Insurance Company (the "Company"), a corporation duly organized and existing under the laws of the state of Illinois, and having its principal administrative office in Glen Allen, Virginia, does by these presents make, constitute and appoint:

Gregory M. LeJune, Mary Gainer, Doug Dunlap, Jr., Aaron Hawley, Dana Michaelis, Martin R. Williams, Dane R. Wilhelm

Their true and lawful agent(s) and attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal and deliver for and on their own behalf, individually as a surety or jointly, as co-sureties, and as their act and deed any and all bonds and other undertaking in suretyship provided; however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

Twenty Million and 00/100 Dollars ($20,000,000.00)

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolutions adopted by the Board of Directors of SureTec Insurance Company and Markel Insurance Company:

"RESOLVED, That the President, Senior Vice President, Vice President, Assistant Vice President, Secretary, Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney, of the company, qualifying the attorney or attorneys named in the given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the SureTec Insurance Company and Markel Insurance Company, as the case may be, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, Markel Insurance Company and SureTec Insurance Company have caused their official seal to be hereunto affixed and these presents to be signed by their duly authorized officers on the 16th day of March , 2021 .

SureTec Insurance Company

By: _____
Michael C. Keimig, President

SURETEC INSURANCE COMPANY HARRIS TEXAS

MARKEL INSURANCE COMPANY CORPORATE SEAL ILLINOIS

Markel Insurance Company

By: _____
Robin Russo, Senior Vice President

Commonwealth of Virginia
County of Henrico SS:

On this 16th day of March , 2021 A. D., before me, a Notary Public of the Commonwealth of Virginia, in and for the County of Henrico, duly commissioned and qualified, came THE ABOVE OFFICERS OF THE COMPANIES, to me personally known to be the individuals and officers described in, who executed the preceding instrument, and they acknowledged the execution of same, and being by me duly sworn, disposed and said that they are the officers of the said companies aforesaid, and that the seals affixed to the proceeding instrument are the Corporate Seals of said Companies, and the said Corporate Seals and their signatures as officers were duly affixed and subscribed to the said instrument by the authority and direction of the said companies, and that Resolutions adopted by the Board of Directors of said Companies referred to in the preceding instrument is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my Official Seal at the County of Henrico, the day and year first above written.

DONNA DONAVANT NOTARY PUBLIC MY COMMISSION NUMBER 7083968 COMMONWEALTH OF VIRGINIA

By: _____
Donna Donavant, Notary Public
My commission expires 1/31/2023

We, the undersigned Officers of SureTec Insurance Company and Markel Insurance Company do hereby certify that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, we have hereunto set our hands, and affixed the Seals of said Companies, on the 28th day of July , 2022 .

SureTec Insurance Company

By: _____
M. Brent Beaty, Assistant Secretary

Markel Insurance Company

By: _____
Richard R. Grinnan, Vice President and Secretary

Any Instrument issued in excess of the penalty stated above is totally void and without any validity. **4221179**
For verification of the authority of this Power you may call (713)812-0800 on any business day between 8:30 AM and 5:00 PM CST.

SureTec Insurance Company

IMPORTANT NOTICE
Statutory Complaint Notice/Filing of Claims

To obtain information or make a complaint: You may call the Surety's toll free telephone number for information or to make a complaint or file a claim at: 1-866-732-0099. You may also write to the Surety at:

SureTec Insurance Company
9737 Great Hills Trail, Suite 320
Austin, TX 78759

You may contact the Texas Department of Insurance to obtain information on companies, coverage, rights or complaints at 1-800-252- 3439. You may write the Texas Department of Insurance at:

PO Box 149104
Austin, TX 78714-9104
Fax#: 512-490-1007
Web: http://www.tdi.texas.gov
Email: ConsumerProtection@tdi.texas.gov

PREMIUM OR CLAIMS DISPUTES: Should you have a dispute concerning your premium or about a claim, you should contact the Surety first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

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:
2022-916558

Date Filed:
08/01/2022

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

C3 Environmental Specialties
Schertz, 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.

IFB 2022-B15
Low water crossing improvements Francis Harris Road

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 UNSWORN DECLARATION

My name is Dustin Pratt, and my date of birth is 01/28/1979.

My address is 132 Nell Deane Blvd (street), Schertz (city), TX (state), 78154 (zip code), USA (country).

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

Executed in Guadalupe County, State of Texas, on the 1 day of August (month), 2022 (year).

Signature of authorized agent of contracting business entity
(Declarant)

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.

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.**

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.**

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

_____
Date

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 11/30/2015

VIII. 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.

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.

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:

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.

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.

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.

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.

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

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: Dustin Pratt Vice- President

COMPANY NAME: C 3 Environmental Specialties

IX. Hays County Practices Related to Historically Underutilized Businesses

1. STATEMENT OF PRACTICES

Hays County will strive to ensure that all businesses, regardless of size, economic, social or ethnic status have an equal opportunity to participate in the County's procurement processes. The County is committed to promote full and equal business opportunity for all businesses to supply the goods and services needed to support the mission and operations of county government, and seeks to encourage the use of certified historically underutilized businesses (HUB's) through the use of race, ethnic and gender neutral means. It is the practice of Hays County to involve certified HUBs to the greatest extent feasible in the County's procurement of goods, equipment, services and construction projects while maintaining competition and quality of work standards. The County affirms the good faith efforts who recognize and practice similar business standards.

2. DEFINITIONS

Historically underutilized businesses (HUBs), also known as a disadvantaged business enterprise (DBE), are generally business enterprises at least 51% of which is owned and the management and daily business operations are controlled by one or more persons who is/are socially and economically disadvantaged because of his/her identification as a member of certain groups, including women, Black Americans, Mexican Americans, and other Americans if Hispanic origin, Asian Americans and American Indians.

Businesses include firms, corporations, sole proprietorships, vendors, suppliers, contractors, subcontractors, professionals and other similar references when referring to a business that provides goods and/or services regardless of the commodity category.

Certified HUB's include business enterprises that meet the definition of a HUB and who meet the certification requirements of certification agencies recognized by Hays County, as expressed below.

Statutory bid limit refers to the Texas Local Government Code provision that requires competitive bidding for many items valued at greater than $50,000.

3. GUIDELINES

a. Hays County, its contractors, their subcontractors and suppliers, as well as all vendors of goods, equipment and services, shall not discriminate on the basis of race, color, creed, gender, age, religion, national origin, citizenship, mental or physical disability, veteran's status or political affiliation in the award and/or performance of contracts. All entities doing business or anticipating doing business with the County shall support, encourage and implement affirmative steps toward a common goal of establishing equal opportunity for all citizens and businesses of the County.

b. Vendors and/or contractors desiring to participate in the HUB program must successfully complete the certification process with the State of Texas or Texas Unified Certification Program. The vendor or contractor is also required to hold a current valid certification (title) from either of these entities.

c. Vendors and/or contractors must be registered with the State Comptroller's web-based HUB directory and with the Comptroller's Centralized Master Bidder's List (CMBL). Hays County will solicit bids from certified HUB's for state purchasing and public works contracts.

4. Hays County will actively seek and encourage HUBs to participate in all facets of the procurement process by:

    a. Continuing to increase and monitor a database of certified HUB vendors, professionals and contractors. The database will be expanded to include products, areas of expertise and capabilities of each HUB firm.

    b. Continuing to seek new communication links with HUB vendors, professionals and contractors to involve them in the procurement process.

    c. Continuing to advertise bids on the County's website and in the newspapers including newspapers that target socially and economically disadvantaged communities.

5. As prescribed by law, the purchase of one or more items costing in excess of the statutory bid limit must comply with the competitive bid process. Where possible, those bids will be structured to include and encourage the participation of HUB firms in the procurement process by:

    a. Division of proposed requisitions into reasonable lots in keeping with industry standards and competitive bid requirements.

    b. Where feasible, assessment of bond and insurance requirements and the designing of such requirements to reasonably permit more than one business to perform the work.

    c. Specifications of reasonable, realistic delivery schedules consistent with the County's actual requirements.

    d. Specifications, terms and conditions reflecting the County's actual requirements are clearly stated, and do not impose unreasonable or unnecessary contract requirements.

6. A HUB practice statement shall be included in all specifications. The County will consider the bidder's responsiveness to the HUB Practices in the evaluation of bids and proposals. Failure to demonstrate a good faith effort to comply with the County's HUB practices may result in a bid or proposal being considered non-responsive to specifications.

7. Nothing in this practice statement shall be construed to require the County to award a contract other than to the lowest responsive bidder as required by law. This practice is narrowly tailored in accordance with applicable law.

Please sign for acknowledgement of the Hays County HUB Practices:

Signature

08/01/2022

Date

X. Hays County House Bill 89 Verification

I, _____ (Person name), the undersigned representative of C 3 Environmental Specialties (Company or Business name, hereafter referred to as Company) 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.*

_____ 08/01/2022

Signature of Company Representative Date

On this 1st day of August, 20 22, personally appeared Dustin Pratt, the above-named person, who after by me being duly sworn, did swear and confirm that the above is true and correct.

NOTARY SEAL

Roy Kelly

Notary Public in and for the State of Texas

Roy Kelly
My Commission Expires
7/21/2025
Notary ID
133222993

08/01/2022

Date

XI. Hays County Purchasing Department Senate Bill 252 Certification

Pursuant to Texas Government Code, Chapter 2252, Section 2252.152 and Section 2252.153, certify that the company named below is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153. I further certify that should the above-named company enter into a contract that is on said listing of companies on the website of the Comptroller of the State of Texas which do business with Iran, Sudan or any Foreign Terrorist Organization, I will immediately notify the Hays County Purchasing Department.

C3 Environmental Specialties

Company Name

Dustin Pratt

Print Name of Company Representative

Signature of Company Representative

08/01/2022

Date

CERTIFICATION CHECK PERFORMED BY HAYS COUNTY PURCHASING:

On this day, the Purchasing Representative for Hays County in San Marcos, Texas, pursuant to Texas Government Code, Chapter 2252, Section 2252.152 and Section 2252.153, certify that I did review the website of the Comptroller of the State of Texas concerning the listing of companies that is identified under Section 806.051, Section 807.051 or Section 2253.253 and I have ascertained that the above-named company is not contained on said listing of companies which do business with Iran, Sudan or any Foreign Terrorist Organization.

Print Name of Hays County Purchasing Representative

Signature of Hays County Purchasing Representative

Date

Solicitation Number

XII. Debarment and Licensing 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 Firm named herein below 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 (federal, state or local) 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 federal, state or local 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 (federal, state or local) transactions terminated for cause or default;
e. Are registered and licensed in the State of Texas to perform the professional services which are necessary for the project; and
f. Have not been disciplined or issued a formal reprimand by any State agency for professional accreditation within the past three years.

C 3 Environmental Specialties
Name of Firm

Signature of Certifying Official

VICE PRESIDENT
Title of Certifying Official

DUSTIN PRATT
Printed Name of Certifying Official

08/01/2022
Date

Where the Firm is unable to certify to any of the statements in this certification, such Firm shall attach an explanation to this certification.

SUBSCRIBED and sworn to before me the undersigned authority by _____ on this the day of August 1, 2022, on behalf of said Firm.

Roy Kelly
Notary Public in and for the State of Texas

Roy Kelly
My Commission Expires
7/21/2025
Notary ID
133222993

(if other than Texas, Write state in here _____)

My commission expires: 07/21/2025

XIII. Vendor/Bidder's Affirmation

1. Vendor/Bidder affirms that they are duly authorized to execute this Contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to price, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engages in this type of business prior to the official opening of this bid.

2. Vendor/Bidder hereby assigns to Purchaser any and all claims for overcharges associated with this Contract which arise under the antitrust laws of the United States, 15 USCA Section 1 et seq., and which arise under the antitrust laws of the State of Texas, Tex. Bus. & Com. Code, Section 15.01, et seq.

3. Pursuant to 262.0276 (a) of the Texas Local Government Code, Vendor/Bidder, hereby affirms that Vendor/Bidder:

   X Does not own taxable property in Hays County, or;

   X Does not owe any ad valorem taxes to Hays County or is not otherwise indebted to Hays County

C 3 Environmental Specialties

Name of Contracting Company

If taxable property is owned in Hays County, list property ID numbers:

Signature of Company Official Authorizing Bid/Offer

DUSTIN PRATT

Printed Name

Vice - President

Title

dpratt@c3environmental.com

Email Address

210 653-7801

Phone

XIV. FEDERAL AFFIRMATIONS AND SOLICITATION ACCEPTANCE

In the event federal funds are used for payment of part or all of the consideration due under any contract resulting from this Solicitation Response, Respondent must execute this **Federal Affirmation and Solicitation Acceptance**, which shall constitute an agreement, without exception, to the following affirmations:

1. **Debarment and Suspension**
   Respondent certifies, by signing this Attachment, that neither it nor any of its principals or subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to the regulations implementing Executive Order 12549, Debarment and Suspension, 28 C.F.R. pt. 67, § 67.510, as published as pt. VII of the May 26, 1988, Federal Register (pp. 19160-19211), and any relevant program-specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.

2. **Americans with Disabilities Act**
   Respondent and any potential subcontractors shall comply with all terms, conditions, and requirements of the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted thereunder contained in 28 C.F.R. 26.101-36.999, inclusive, and any relevant program- specific regulations.

3. **Discrimination**
   Respondent and any potential subcontractors shall comply with all Federal statutes relating to nondiscrimination. These include, but are not limited to:
   a. Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color, or national origin;
   b. Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex;
   c. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps;
   d. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101- 6107), which prohibits discrimination on the basis of age;
   e. The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;
   f. The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
   g. Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
   h. Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing;
   i. Any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and
   j. The requirements of any other nondiscrimination statute(s) that may apply to the application.

4. **Wages**
   Respondent and any potential subcontractors have a duty to and shall pay the prevailing wage rate under the Davis Bacon Act, 40 U.S.C. 276a – 276a-5, as amended, and the regulations adopted thereunder contained in 29 C.F.R. pt. 1 and 5.

5. **Lobbying**
   If Respondent, in connection with any resulting contract from this Solicitation, is a recipient of a Federal contract, grant, or cooperative agreement exceeding $100,000 or a Federal loan or loan guarantee exceeding

$150,000, the Contractor shall comply with the requirements of the new restrictions on lobbying contained in Section 1352, Title 31 of the U.S. Code, which are implemented in 15 CFR Part 28. Respondent shall require that the certification language of Section 1352, Title 31 of the U.S. Code be included in the award documents for all subcontracts and require that all subcontractors submit certification and disclosure forms accordingly.

6. **Minority and Women's Businesses**
Respondent and any potential subcontractors shall take affirmative steps to assure that minority and women's businesses are utilized when possible as sources of supplies, equipment, construction, and services, as detailed in the federal requirements relating to minority and women's business enterprises: Executive Order 11625 of October 13, 1971, 36 Fed. Reg. 19967, as amended by Executive Order No. 12007 of August 22, 1977, 42 Fed. Reg. 42839; Executive Order No. 12432 of July 14, 1983, 48 Fed. Reg., 32551; and Executive Order No. 12138 of May 18, 1979, 44 Fed. Reg. 29637.

7. **Environmental Standards**
Respondent and any potential subcontractors shall comply with environmental standards that may be prescribed pursuant to the following:
   a. Institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514;
   b. Notification of violating facilities pursuant to EO 11738;
   c. Protection of wetlands pursuant to EO 11990;
   d. Evaluation of flood hazards in floodplains in accordance with EO 11988;
   e. Assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.);
   f. Conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C.§§7401 et seq.);
   g. Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and
   h. Protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

8. **Historic Properties**
Respondent and any potential subcontractors shall assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).

9. **All Other Federal Laws**
Respondent and any potential subcontractors shall comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing the Solicitation.

I have read, understand, and agree to comply with the Federal Affirmations specified above. Checking "YES" indicates acceptance, while checking "NO" denotes non-acceptance.

YES X NO_____

Authorized Signature: _____

Printed Name and Title: David Pratt ~ Vice President

Respondent's Tax ID: 20-2681085 Telephone: 210 653 7801

If Respondent is a Corporation or other legal entity, please attach a corporate resolution or other appropriate official documentation that states that the person signing this Solicitation Response is an authorized person to sign for and legally bind the corporation or entity.

XV. 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

Hays Employee/Former Hays Employee Name Title

Name of Person Related Title Relationship

Section D: No Known Relationships

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

Attach additional pages if necessary.

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

_____

Name of Vendor

_____ _____

Signature of Certifying Official | Title of Certifying Official

_____ _____

Printed Name of Certifying Official | 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.

OFFICE OF THE COUNTY AUDITOR

Hays County Purchasing
712 S. Stagecoach Trail, Ste. 1071
San Marcos, Texas 78666
512-393-2283

Marisol Villarreal-Alonzo, CPA
County Auditor
marisol.alonzo@co.hays.tx.us

Stephanie Hunt
Procurement Manager
stephanie.hunt@co.hays.tx.us

July 27, 2022

ADDENDUM #1
IFB 2022-B15 Francis Harris Lane – Low Water Crossing

Please find attached Addendum #1 to **IFB 2022-B15 Francis Harris Lane – Low Water Crossing.** Questions were answered by Hays County Staff and Garver.

Attachments to this addendum:

- Questions & Answers
- Attachment C: Pre-Bid Agenda & Sign-In Sheet
- Attachment D: Geotechnical and Pavement Report

Acknowledge receipt of this addendum by signing and returning this page with your proposal.

Signature

C-3 Environmental Specialties 8/1/2022
Company Name Date

Notice

Basic Information

Estimated Contract Value (USD)	$0.00 (Not shown to suppliers)
Reference Number	0000293424
Issuing Organization	Hays County
Owner Organization	Hays County
Project Type	IFB - Invitation for Bid (Formal)
Project Number	IFB 2022-B15
Title	IFB 2022-B15 Francis Harris Lane - Low Water Crossing
Source ID	PU.AG.USA.1605725.C11101176
Piggyback Solicitation	No

Details

Location	Hays County, Texas
Job Location	Hays County
Road Name	Francis Harris Lane
Description	Hays County (County) is issuing this Invitation for Bid (IFB) for the construction improvements of the low water crossing at Francis Harris Lane over York Creek.

Dates

Publication	07/07/2022 08:38 AM CDT
Question Acceptance Deadline	07/20/2022 05:00 PM CDT
Questions are submitted online	No
Closing Date	08/01/2022 11:00 AM CDT
Prebid Conference	07/15/2022 09:00 AM CDT

Contact Information

Stephanie Hunt
15123932283
purchasing@co.hays.tx.us

Bid Result Publication Revision

Publication Type Bid Results

SB Contractors, LLC

Organization Name	SB Contractors, LLC
Bid Amount	$798,408.79
Bid Rank	2
Address	4812 FM 482 New Braunfels Texas 78132 United States

Lowden Excavating

Organization Name	Lowden Excavating
Bid Amount	$799,143.33
Bid Rank	3
Address	3310 Yarrington Rd San Marcos Texas 78666 United States

C3 Environmental Specialties

Organization Name	C3 Environmental Specialties
Bid Amount	$691,901.95
Bid Rank	1
Address	132 Nell Deane Blvd San antonio Texas 78154 United States

Cox Commercial Construction

Organization Name	Cox Commercial Construction
Bid Amount	$1,049,547.90
Bid Rank	4
Address	2009 Ranch Road 620 N. #180 Austin Texas 78734 United States

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Date: 09/13/2022
Requested By: Elaine Cardenas
Sponsor: Commissioner Ingalsbe

Agenda Item:
Discussion and possible action to award contract for RFP 2022-P10 County Clerk Auto-Indexing System to Just Appraised, Inc. and authorize staff and General Counsel to negotiate a contract. **INGALSBE/CARDENAS**

Summary:
On July 19, 2022, the Commissioners Court approved specifications and authorized Purchasing to solicit for RFP 2022-P10 County Clerk Auto-Indexing System. Purchasing received the following two (2) proposals:

Just Appraised, Inc.
ThoughtFocus

After evaluation of the proposals, the evaluation committee's recommendation is to pursue negotiations with Just Appraised, Inc. Upon successful negotiations, a contract will be brought back before court to approve and finalize contract award.

Fiscal Impact:
Amount Requested: TBD
Line Item Number: 101-617-10.5448

Budget Office:
Source of Funds: Records Management & Archive Funds
Budget Amendment Required Y/N?: No
Comments: Funds are included in the FY23 proposed budget for this service.

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

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Date: 09/13/2022

Requested By: Melody Barron
Sponsor: Commissioner Ingalsbe

Agenda Item:
Discussion and possible action to execute a Lease Agreement with TLC Office Systems for the Law Library copier services, with a monthly fee of $333.70. **INGALSBE/BARRON**

Summary:
The Law Library is in need of a new leased copier and our current vendor, Ricoh is unable to add software to a new copier that will utilize the current coin machine attached to the copier. TLC Office Systems, through the Sharp Sourcewell contract #030321-SEC is able to provide an updated leased copier that will allow the use of the current coin machine. The public will use this leased copier to copy/print any materials they may need and pay for the copies/printouts utilizing the coin machine. The new copier lease will be $333.70 and includes 3000 b/w images and 2000 color images.

Fiscal Impact:
Amount Requested: $333.70 per month
Line Item Number: 084-690-00.5473

Budget Office:
Source of Funds: Law Library 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?: Equipment Lease
New Revenue Y/N?: N/A
Comments:

Attachments

Law Library New Lease

TLC Office Systems
The Technology Hospital
A Visual Edge Technology Company

TLC OFFICE SYSTEMS
8711 Fallbrook
Houston, TX 77064
713-695-3900

Sales Order

Invoice No. _____

Date	Purchase Order#	Category	Salesman	Sales Code	Branch Code
8/22/2022	0		Chad James		

SHIP TO	Customer Number		New	**BILL TO**	Customer Number		New
Name	Hays County Law Library			Name	Hays County Law Library		
Address	712 South Stagecoach Trail, Suite 1071			Address	712 South Stagecoach Trail, Suite 1071		
City, ST, Zip	San Marcos, TX 78666			City, ST, Zip	San Marcos, TX 78666		
Contact	Melody Barron			Contact	Stephanie Hunt		
Phone	(512) 393-7709			Phone	(512) 393-2267		
Email	melody.barron@co.hays.tx.us			Email	stephanie.hunt@co.hays.tx.us		
Shipping Instructions				Shipping Instructions			

TLC WILL TRANSFER AND DELIVER TO BUYER AND BUYER WILL ACCEPT AND PAY FOR THE FOLLOWING MERCHANDISE.

Product Code	QTY.	Description & Model	Unit Price	Total
XEROC8130/T2	1	Xerox Altalink C8130T2 30 PPM W/ 2 Tray Color A3	See Lease	See Lease
497K22550	1	Xerox Convenience Stapler With Work Surface C8100/B8100 series A3	See Lease	See Lease
097S05140	1	Xerox Foreign Interface Kit C8100/B8100 series A3	See Lease	See Lease
D5133NT	1	ESP Power Filter Ntwk/Fax 120/15 Pigtail + 2 Receptacles	See Lease	See Lease
A3 Standard w/S3	1	A3 Standard Delivery and Installatino	See Lease	See Lease
Customer Training	1	Customer Training	See Lease	See Lease
300613	1	Xerox Custom Applications Service Foreign Interface Cable	See Lease	See Lease
			Subtotal	
			State Tax	
			Other Tax	
			Freight	
			TOTAL	
			Less Deposit	
Prepared By:		Chad James	**Balance due on Delivery**	

Terms: The TLC Office Systems equipment indicated above is purchased under TLC Office Systems standard terms which are 1) The Seller retains title to all equipment and supplies subject to this agreement until purchase price is paid in full. 2) in the event Buyer defaults in payment, the Buyer will be liable for the payment of any legal fees or other costs incurred in any action to collect this debt. General terms and conditions of maintenance agreement are furnished separately. This is a BINDING ORDER not subject to cancellation. This order cannot be changed except in writing by a TLC OFFICE SYSTEMS Officer. There is a 1.75% monthly fee on all past due balances. Delinquent accounts sent to an outside collection agency will be assessed 35% if the balance is over $200.00 and 50% if the balance is under $200.00. There is a $35.00 fee for all returned checks.

Authorized Signature _____ Title _____

Printed Name _____ Date _____

Sharp Sourcewell Contract Purchase Order

Sharp Contract # 030321-SEC

7/1/2021 - 4/19/2025

Sourcewell Awarded Contract Contract # 030321-SEC

Selling Dealer Information		Customer Information	
Dealership	**TLC Office Systems (Visual Edge IT)**	Account Name	**Hays County**
Account #		**Member ID**	**2795** **(Required)**
		Member ID Lookup	Sourcewell Vendor Portal
Address	**8711 Fallbrook**	Contact	**Ruben Becerra**
City, State Zip	**Hosut, TX 77064**	Delivery Address	**712 South Stagecoach Trail, Suite 1071**
Phone	**713-695-3500**	City State Zip	**San Marcos, TX 78610**
Email	marcyg@tlcofficesystems.com	Phone	**(512) 393-2267**
		Email	stephanie.hunt@co.hays.tx.us

Purchase Order Information

Dealer PO # _____ **Customer PO #** *(if applicable)* _____

Model #	Unit Price	Qty	Price Extension
XERC8130/T2	(Refer to Lease)	1	(Refer to Lease)
497K22550	(Refer to Lease)	1	(Refer to Lease)
097S05140	(Refer to Lease)	1	(Refer to Lease)
D5133NT	(Refer to Lease)	1	(Refer to Lease)
		TOTAL	**(Refer to Lease)**

DEALER & CUSTOMER SIGNATURE REQUIRED PRIOR TO ORDER PLACEMENT

Marcy Gautreaux	**Ruben Becerra**
Dealer Printed Name	Customer Printed Name
X	X
Dealer Signature & Date	Customer Signature & Date

ADDITIONAL INFORMATION

End User PO Attached ☐ YES ☐ NO

(Customer signature required if PO isn't attached)

Payment (please select ONE)

- ☐ **Bill End User**
- ☐ **Bill Dealer / Certified Channel Reseller**
- ☐ **Financed Order**

Financed Orders require copies of lease documents. If it is intended for the Lease Company to pay Sharp directly, a Pay Proceeds Document is required. Note that lender is subject to credit approval.

Dealer Ship To Information ***(specify if different from above)***

Ship to Dealer _____ **City** _____ **State** _____

Acct # _____

Send PO to: SNAPCustomerService@sharpsec.com

Order Status:

For Order Information, visit: https://b2b.sharpamericas.com

Tech Data Inquiries, email: ISCS.Sharp@techdata.com

(**EMAIL MUST INCLUDE SHARP ORDER NUMBER**)

All Other Inquiries: (incl RAs and reships)

SNAPCustomerService@sharpsec.com

Powered by VISUAL EDGE IT

COST PER IMAGE AGREEMENT

AGREEMENT NO.:

CUSTOMER ("YOU" OR "YOUR")

FULL LEGAL NAME: **Hays, County of** FEDERAL TAX ID #:

ADDRESS: **8001 Center Park Drive, Suite 1000 - Austin, TX 78754**

EQUIPMENT AND PAYMENT TERMS

☐ SEE ATTACHED SCHEDULE

TYPE, MAKE, MODEL NUMBER, SERIAL NUMBER, AND INCLUDED ACCESSORIES	NOT FINANCED UNDER THIS AGREEMENT	BEGINNING METER READING		MONTHLY IMAGE ALLOWANCE		EXCESS PER IMAGE CHARGE (PLUS TAX)	
		B&W	COLOR	B&W	COLOR	B&W	COLOR
1x Xerox AltaLink C8130/T2 30 PPM Color A3	☐			**3000**	**2000**	**$.00790**	**$.05900**
w/ Convenience Stapler w/Work Surface	☐						
	☐						
	☐						
	☐						
	☐						
	☐						
	☐						
	☐						
	☐						
TOTAL CONSOLIDATED MONTHLY IMAGE ALLOWANCE AND EXCESS PER IMAGE CHARGES (IF CONSOLIDATED)				**3000**	**2000**	**$.00790**	**$.05900**

EQUIPMENT LOCATION: **(Same as Above)** METER FREQUENCY: **Quarterly**

TERM IN MONTHS: **63 Months** MONTHLY BASE PAYMENT AMOUNT*: **$333.70** (*PLUS TAX)

SECURITY DEPOSIT: PURCHASE OPTION*: **Fair Market Value**

CONTRACT

THIS AGREEMENT IS NON-CANCELABLE AND IRREVOCABLE. IT CANNOT BE TERMINATED. PLEASE READ CAREFULLY BEFORE SIGNING. YOU AGREE THAT THIS AGREEMENT AND ANY CLAIM RELATED TO THIS AGREEMENT SHALL BE GOVERNED BY THE INTERNAL LAWS OF THE STATE IN WHICH OUR (OR, IF WE ASSIGN THIS AGREEMENT, OUR ASSIGNEE'S) PRINCIPAL PLACE OF BUSINESS IS LOCATED AND ANY DISPUTE CONCERNING THIS AGREEMENT WILL BE ADJUDICATED IN A FEDERAL OR STATE COURT IN SUCH STATE. YOU HEREBY CONSENT TO PERSONAL JURISDICTION AND VENUE IN SUCH COURTS AND WAIVE TRANSFER OF VENUE. EACH PARTY WAIVES ANY RIGHT TO A JURY TRIAL.

CUSTOMER'S AUTHORIZED SIGNATURE

BY SIGNING THIS PAGE, YOU REPRESENT TO US THAT YOU HAVE RECEIVED AND READ THE ADDITIONAL TERMS AND CONDITIONS APPEARING ON THE SECOND PAGE OF THIS TWO-PAGE AGREEMENT. THIS AGREEMENT IS BINDING UPON OUR ACCEPTANCE HEREOF.

(As Stated Above) **X**

CUSTOMER | SIGNATURE | PRINT NAME & TITLE | DATE

OWNER ("WE", "US", "OUR")

TLC Office Systems

OWNER | SIGNATURE | PRINT NAME & TITLE | DATE

UNCONDITIONAL GUARANTY

The undersigned, jointly and severally if more than one, unconditionally guarantee(s) that the Customer will timely perform all obligations under the Agreement. The undersigned also waive(s) any notification if the Customer is in default and consent(s) to any extensions or modifications granted to the Customer. In the event of default, the undersigned will immediately pay all sums due under the terms of the Agreement without requiring us or our assignee to proceed against Customer or any other party or exercise any rights in the Equipment. Within 30 days after our request, you will deliver all requested information (including tax returns) which we deem reasonably necessary to determine your current financial condition and faithful performance of the terms hereof. The undersigned authorizes us or our assignee to obtain credit bureau reports for credit and collection purposes and to share them with our affiliates and agents. **THE UNDERSIGNED, AS TO THIS GUARANTY, AGREE(S) TO THE DESIGNATED FORUM AND CONSENT(S) TO PERSONAL JURISDICTION, VENUE, AND CHOICE OF LAW AS STATED IN THE AGREEMENT, AGREE(S) TO PAY ALL COSTS AND EXPENSES, INCLUDING ATTORNEY FEES, INCURRED BY US OR OUR ASSIGNEE RELATED TO THIS GUARANTY AND THE AGREEMENT, WAIVE(S) A JURY TRIAL AND TRANSFER OF VENUE.**

SIGNATURE: **X** INDIVIDUAL: DATE:

SIGNATURE: **X** INDIVIDUAL: DATE:

ADDITIONAL TERMS AND CONDITIONS

1. AGREEMENT. You want us to now provide you the equipment and/or software referenced herein, together with all replacements, parts, repairs, additions and accessions incorporated therein or attached thereto, excluding equipment marked as not financed under this Agreement ("Equipment") and you unconditionally agree to pay us the amounts payable under the terms of this agreement ("Agreement") each period by the due date. This Agreement is binding upon our acceptance hereof and will begin on the date the Equipment is delivered to you or any later date we designate. We may charge you a one-time origination fee of $125.00. If any amount payable to us is not paid within 5 days of its due date, you will pay a late charge equal to: 1) the greater of ten (10) cents for each dollar overdue or twenty-six dollars ($26.00); or 2) the highest lawful charge, if less. Any security deposit will be returned upon full performance. We may charge you a fee of up to $50.00 for filing, searching and/or titling costs required under the Uniform Commercial Code (UCC) or other laws. If for any reason your check is returned for nonpayment, you will pay us a bad check charge of $30 or, if less, the maximum charge allowed by law.

2. NET AGREEMENT. THIS AGREEMENT IS NON-CANCELABLE FOR THE ENTIRE AGREEMENT TERM. YOU AGREE THAT YOU ARE UNCONDITIONALLY OBLIGATED TO PAY ALL AMOUNTS DUE UNDER THIS AGREEMENT FOR THE ENTIRE TERM. YOU ARE NOT ENTITLED TO REDUCE OR SET-OFF AGAINST AMOUNTS DUE UNDER THIS AGREEMENT FOR ANY REASON.

3. IMAGE CHARGES AND OVERAGES. You are entitled to make the total number of images shown under Image Allowance (or Total Consolidated Image Allowance, if applicable) each period during the term of this Agreement. If you make more than the allowed images in any period, you will pay us an additional amount equal to the number of the excess images made during such period multiplied by the applicable Excess Per Image Charge. Regardless of the number of images made in any period, you will never pay less than the Base Payment Amount. You agree to provide us with the actual meter readings on any business day as designated by us, provided that we may estimate the number of images used if such meter readings are not received within five days after being requested. We will adjust the estimated charge for excess images upon receipt of actual meter readings. You agree that the Base Payment Amount and the Excess Per Image Charges may be proportionately increased at any time if our estimated average page coverage is exceeded. After the end of the first year of this Agreement and not more than once each successive twelve-month period thereafter, the Base Payment Amount and the Excess Per Image Charges (and, at our election, the Base Payment Amount and Excess Per Image Charges under any subsequent agreements between you and us that incorporate the terms hereof) may be increased by a maximum of 15% of the then existing payment or charge. Images made on equipment marked as not financed under this Agreement will be included in determining your image and overage charges.

4. EQUIPMENT USE. You will keep the Equipment in good working order, free and clear of all liens and claims, use it for business purposes only and not modify or move it from its initial location without our consent. You agree that you will not take the Equipment out of service and have a third party pay (or provide funds to pay) the amounts due hereunder. You will comply with all laws, ordinances, regulations, requirements and rules relating to the use and operation of the Equipment. We will have the right, at any reasonable time, to inspect the Equipment and any documents relating to its use, maintenance and repair.

5. SERVICES/SUPPLIES. If we have entered into a separate arrangement with you for maintenance, service, supplies, etc. with respect to the Equipment, payments under this Agreement may include amounts owed under that arrangement, which amounts may be invoiced as one payment for your convenience. You agree that you will look solely to us for performance under any such arrangement and for the delivery of any applicable supplies. We may charge you a monthly supply freight fee to cover our costs of shipping supplies to you.

6. SOFTWARE/DATA. Except as provided in this paragraph, references to "Equipment" include any software referenced above or installed on the Equipment. We do not own the software and cannot transfer any interest in it to you. We are not responsible for the software or the obligations of you or the licensor under any license agreement. You are solely responsible for protecting and removing any confidential data/images stored on the Equipment prior to its return for any reason.

7. LIMITATION OF WARRANTIES. EXCEPT TO THE EXTENT THAT WE HAVE PROVIDED YOU A WARRANTY IN WRITING, WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. YOU CHOSE ANY/ALL THIRD-PARTY SERVICE PROVIDERS BASED ON YOUR JUDGMENT. YOU MAY CONTACT US OR THE MANUFACTURER FOR A STATEMENT OF THE WARRANTIES, IF ANY, THAT THE MANUFACTURER IS PROVIDING. WE ASSIGN TO YOU ANY WARRANTIES GIVEN TO US.

8. ASSIGNMENT. You may not sell, assign, or sublease the Equipment or this Agreement without our written consent. We may sell or assign this Agreement and our rights in the Equipment, in whole or in part, to a third party without notice to you. **You agree that if we do so, our assignee will have our assigned rights under this Agreement but none of our obligations and will not be subject to any claim, defense, or set-off that may be assertable against us or anyone else.**

9. LOSS OR DAMAGE. You are responsible for any damage to or loss of the Equipment. No such loss or damage will relieve you from your payment obligations hereunder. Any insurance proceeds received relating to insurance you obtain will be applied, at our option, to repair or replace the Equipment, or to pay us the remaining payments due or to become due under this Agreement, plus our booked residual, both discounted at 2% per annum. Except for claims, losses, or damages caused by our gross negligence or willful misconduct, you agree to indemnify us and our assignee, if applicable, against any claims, losses, or damages, including attorney fees, in any way relating to the Equipment or data stored on it. In no event will we be liable for any consequential or indirect damages.

10. INSURANCE. You agree to maintain commercial general liability insurance acceptable to us and to include us as an additional insured on the policy. You also agree to: 1) keep the Equipment fully insured against loss at its replacement cost, with us named as lender's loss payee; and 2) provide proof of insurance satisfactory to us no later than 30 days following the commencement of this Agreement, and thereafter upon our written request. If you fail to maintain property loss insurance satisfactory to us and/or you fail to timely provide proof of such insurance, we have the option, but not the obligation, to do so as provided in either (A) or (B) as follows, as determined in our discretion: (A) We may secure property loss insurance on the Equipment from a carrier of our choosing in such forms and amounts as we deem reasonable to protect our interests. If we secure insurance on the Equipment, we will not name you as an insured party, your interests may not be fully protected, and you will reimburse us the premium which may be higher than the premium you would pay if you obtained insurance, and which may result in a profit to us through an investment in reinsurance. If you are current in all of your obligations under the Agreement at the time of loss, any insurance proceeds received relating to insurance we obtain pursuant to this subsection (A) will be applied, at our option, to repair or replace the Equipment, or to pay us the remaining payments due or to become due under this Agreement, plus our booked residual, both discounted at 2% per annum. (B) We may charge you a monthly property damage surcharge of up to .0035 of the Equipment cost as a result of our credit risk administrative costs or other costs, as would be further described on a letter from us to you. We may make a profit on this program. NOTHING IN THIS SECTION WILL RELIEVE YOU OF YOUR RESPONSIBILITY FOR LIABILITY INSURANCE ON THE EQUIPMENT. You authorize us to sign on your behalf and appoint us as your attorney-in-fact to endorse in your name any insurance drafts or checks issued due to loss or damage to the Equipment.

11. TAXES. We own the Equipment. You will pay when due, either directly or by reimbursing us, all taxes and fees relating to the Equipment and this Agreement, including estimated final-year personal property tax. If we pay any taxes or other expenses that you owe hereunder, you agree to reimburse us when we request and to pay us a processing fee for each expense or charge we pay on your behalf. Sales or use tax due upfront will be payable over the term with a finance charge. If this Agreement is deemed to be a secured transaction, you hereby grant us a security interest in the Equipment to secure all amounts you owe us under any agreement with us, to be released at the end of the term provided you have performed all of your obligations under this Agreement.

12. END OF TERM. At the end of the term of this Agreement (or any renewal term) (the "End Date"), this Agreement will renew for an additional one-year period under the same terms unless a) we receive written notice from you, at least 60 but no more than 120 days prior to the End Date, of your intent to return the Equipment, and b) you timely return the Equipment to the location designated by us, at your expense. If the returned Equipment is not immediately available for use by another without need of repair, you will reimburse us for all repair costs. If a Purchase Option is indicated above and you are not in default on the End Date, you may purchase the Equipment from us "AS IS" for the Purchase Option price. You cannot pay off this Agreement or return the Equipment prior to the End Date without our consent. If we consent, we may charge you, in addition to other amounts owed, an early termination fee equal to 5% of the price of the Equipment.

13. DEFAULT/REMEDIES. You will be in default if: (a) you do not pay any payment or other sum due to us or any other person when due or if you fail to perform in accordance with the covenants, terms and conditions of this Agreement or any other agreement with us or any of our affiliates or any material agreement with any other entity, (b) you make or have made any false statement or misrepresentation to us, (c) you or any guarantor dies, dissolves or terminates existence, (d) there has been a material adverse change in your or any guarantor's financial, business or operating condition, or (e) any guarantor defaults under any guaranty for this Agreement. If you are ever in default, at our option, we can terminate this Agreement and we may require that you return the Equipment to us at your expense and pay us: 1) all past due amounts and 2) all remaining payments for the unexpired term, plus our booked residual, both discounted at 2% per annum; and we may disable or repossess the Equipment, require you to stop using any software and use all other legal remedies available to us. You agree to pay all costs and expenses (including reasonable attorney fees and repossession costs) we incur in any dispute with you related to this Agreement. You agree to pay us 1.5% interest per month on all past due amounts. Any delay or failure to enforce our rights under this Agreement will not prevent us from enforcing any rights at a later time. If interest is charged or collected in excess of the maximum lawful rate, we will refund such excess to you, which will be your sole remedy.

14. UCC. If we assign rights in this Agreement for financing purposes, you agree that this Agreement, in the hands of our assignee, is, or shall be treated as, a "Finance Lease" as that term is defined in Article 2A of the Uniform Commercial Code ("UCC"). You agree to forgo the rights and remedies provided under sections 507-522 of Article 2A of the UCC.

15. LIMITATION ON CHARGES. This section controls over every other part of this Agreement and over all documents now or later pertaining to the Agreement. We both intend to comply with all applicable laws. In no event will we charge or collect any amounts in excess of those allowed by applicable law. Any part of this Agreement that could, but for this section, be read under any circumstance to allow for a charge higher than that allowable under applicable legal limit, is limited and modified by this section to limit the amounts chargeable under the Agreement to the maximum amount allowed under the legal limit. If in any circumstance, any amount in excess of that allowed by law is charged or received, any such charge will be deemed limited by the amount legally allowed and any amount received by us in excess of that legally allowed will be applied by us to the payment of amounts legally owed under the Agreement, or refunded to you.

16. MISCELLANEOUS. This Agreement is the entire agreement between you and us relating to our providing and your use of the Equipment and supersedes any prior representations or agreements, including any purchase orders. Any fees and amounts payable under this Agreement, including any estimated tax payments, may include a profit to us. The parties agree that this Agreement and any related documents hereto may be authenticated by electronic means. The parties agree that the original hereof for enforcement and perfection purposes, and the sole "record" constituting "chattel paper" under the UCC, is the paper copy hereof bearing (i) the original or a copy of either your manual signature or an electronically applied indication of your intent to enter into this Agreement, and (ii) our original manual signature. You agree not to raise as a defense to the enforcement of this Agreement or any related documents that you executed or authenticated such documents by electronic or digital means or that you used facsimile or other electronic means to transmit your signature on such documents. Notwithstanding anything to the contrary herein, we reserve the right to require you to sign this Agreement or any related documents hereto manually. If a court finds any provision of this Agreement unenforceable, the remaining terms of this Agreement shall remain in effect. You authorize us to either insert or correct the Agreement number, serial numbers, model numbers, beginning date, and signature date. All other modifications to the Agreement must be in writing signed by each party. Within 30 days after our request, you will deliver all requested information (including tax returns) which we deem reasonably necessary to determine your current financial condition and faithful performance of the terms hereof. To help the government fight the funding of terrorism and money laundering activities, U.S. Federal law requires financial institutions to obtain, verify and record information that identifies each person (individuals or businesses) who opens an account. What this means for you: when you open an account or add any additional service, we will ask for your name, address, federal employer identification number and other information that will allow us to identify you. We may also ask to see other identifying documents.

GOVERNMENTAL ENTITIES ADDENDUM

This is an addendum ("Addendum") to and part of that certain agreement between **TLC Office Systems** ("we", "us", "our") and Hays, County of ("Governmental Entity", "you", "your"), which agreement is identified in our records as agreement number 1796751 ("Agreement"). All capitalized terms used in this Addendum which are not defined herein shall have the meanings given to such terms in the Agreement.

APPLICABLE TO GOVERNMENTAL ENTITIES ONLY

You hereby represent and warrant to us that as of the date of the Agreement: (a) the individual who executed the Agreement had full power and authority to execute the Agreement on your behalf; (b) all required procedures necessary to make the Agreement a legal and binding obligation against you have been followed; (c) the Equipment will be operated and controlled by you and will be used for essential government purposes for the entire term of the Agreement; (d) that all payments due and payable for the current fiscal year are within the current budget and are within an available, unexhausted, and unencumbered appropriation; (e) you intend to pay all amounts payable under the terms of the Agreement when due, if funds are legally available to do so; (f) your obligations to remit amounts under the Agreement constitute a current expense and not a debt under applicable state law; (g) no provision of the Agreement constitutes a pledge of your tax or general revenues; and (h) you will comply with any applicable information reporting requirements of the tax code, which may include 8038-G or 8038-GC Information Returns. If funds are not appropriated to pay amounts due under the Agreement for any future fiscal period, you shall have the right to return the Equipment and terminate the Agreement on the last day of the fiscal period for which funds were available, without penalty or additional expense to you (other than the expense of returning the Equipment to the location designated by us), provided that at least thirty (30) days prior to the start of the fiscal period for which funds were not appropriated, your Chief Executive Officer (or Legal Counsel) delivers to us a certificate (or opinion) certifying that (a) you are a state or a fully constituted political subdivision or agency of the state in which you are located; (b) funds have not been appropriated for the applicable fiscal period to pay amounts due under the Agreement; (c) such non-appropriation did not result from any act or failure to act by you; and (d) you have exhausted all funds legally available for the payment of amounts due under the Agreement. You agree that this paragraph shall only apply if, and to the extent that, state law precludes you from entering into the Agreement if the Agreement constitutes a multi-year unconditional payment obligation. If and to the extent that the items financed under the Agreement is/are software, the above-referenced certificate shall also include certification that the software is no longer being used by you as of the termination date.

The undersigned, as a representative of the Governmental Entity, agrees that this Addendum is made a part of the Agreement.

GOVERNMENTAL CERTIFICATE

I, THE UNDERSIGNED, HEREBY CERTIFY THAT, AS OF THE DATE OF THE AGREEMENT, (A) THE INDIVIDUAL WHO EXECUTED THE AGREEMENT HAD FULL POWER AND AUTHORITY TO EXECUTE THE AGREEMENT AND (B) THE REPRESENTATIONS SET FORTH ABOVE IN THE PARAGRAPH TITLED "APPLICABLE TO GOVERNMENTAL ENTITIES ONLY" ARE TRUE AND ACCURATE IN ALL MATERIAL RESPECTS.

SIGNATURE:	X	NAME & TITLE:	DATE:

OUR SIGNATURE

(As Stated Above)			
	SIGNATURE	PRINT NAME & TITLE	DATE

TLC Office Systems
The Technology Hospital
A Visual Edge Technology Company

Customer Name and Address	Remit to :
Hays, County Of	TLC Office Systems
712 South Stagecoach Trail, Suite 1071	8711 Fallbrook
San Marcos, TX 78666	Houston, TX 77064
stephanie.hunt@co.hays.tx.us	713-695-3900
	713-696-1820 - Fax

Contact: Stephanie Hunt

Phone: (512) 393-2267

Account # _____ ID # _____ Beginning Meter _____

Model: **Xerox C8130/T2** SN _____

Type of Agreement: TLC **X** Full Service _____ Standard Service _____

Base Amount	**(Included in Lease)**	Quarterly		Annually		Monthly	**X**
B/W Images Included	**3,000**	Quarterly		Annually		Monthly	**X**
Presentation Color Images Included	**2,000**	Quarterly		Annually		Monthly	**X**
General Color Images Included	NA	Quarterly		Annually		Monthly	
Color Save Images included	NA	Quarterly		Annually		Monthly	

Overage Rates

			QTR	YR	MO
Black / White Meter Charge	**$0.0079**	per image	**X**		
			QTR		MO
Presentation Color Meter Charge	**$0.0590**	per image	**X**		
General Office Color Meter Charge	NA	per image			
Color Save Color Meter Charge	NA	per image			

If Annual = 1 year or _____ images, whichever occurs first.

Customer Signature _____

Title _____

Agreement to begin: **Upon Installation** 20 **23**

Agreement to End: _____ 20 _____

Notes:

If equipment under a lease agreement, maintenance must be maintained by TLC for the term of the lease.

Please see page 2 for terms and conditions. This Agreement becomes valid upon receipt of payment.

TLC Office Systems Corporation

Service, IT Service and Supply Agreement Terms and Conditions

1. This agreement shall remain in effect for the terms indicated on page one of this document and is non-cancellable. The base rate will remain in effect for the term of this agreement, however, overage charges are subject to change during the term of this agreement, without notice. This agreement shall become effective only upon acceptance and receipt of payment by TLC. This agreement will continue to renew unless cancelled with a 30-day written notice, by customer or TLC.

2. TLC Program - TLC Office Systems will provide, without additional charge, parts which have been broken or worn through normal use and are necessary for servicing and maintenance adjustments. TLC Office Systems will provide, without additional charge, labor necessary to replace aforementioned parts. TLC Office Systems will provide, without additional charge, toner, fuser oil, toner waste containers and developer to produce the base number of impressions per quarter (based on 8.5 x 11 copies, 8 % fill). Photoreceptor drums are included. Supply delivery charges are not covered by this agreement and will be billed to the customer.

Full Service Program - TLC Office Systems will provide, without additional charge, parts which have been broken or worn through normal use and are necessary for servicing and maintenance adjustments. TLC Office Systems will provide without additional charge, labor necessary to replace aforementioned parts. Photoreceptor drums are included. Supplies are not included.

Standard Service Program - TLC Office Systems will provide, without additional charge, parts which have been broken or worn through normal use and are necessary to replace for servicing and maintenance adjustments. TLC Office Systems will provide without additional charge, labor necessary to replace aforementioned parts. Photoreceptor drums are not included. Supplies are not included.

3. Parts damaged by misuse or carelessness will be charged to the customer in accordance with the TLC Office Systems parts price list. Labor to replace such parts may also be charged at the rates prevailing at the time such misuse or carelessness occurs.

4. All calls under this Agreement will be made during normal business hours (8 A.M. - 5 P.M. Monday through Friday) on the customer's premises at the address shown for the equipment described on page one hereof. Should the equipment be moved to a more distant zone; there will be an increase in the base rate. Customer agrees not to move the equipment without the consent of TLC Office Systems. Service calls required outside normal business hours will be billed for labor only at the prevailing rate.

5. This Agreement shall not apply to repairs made necessary by accident, misuse, abuse, neglect, theft, riot, vandalism, electrical power failure, fire, water, unauthorized supplies or other casualty or to repairs made necessary by service personnel other than those employed directly by TLC Office Systems. Service calls, or networking fees generated as a result of printing or scanning malfunctions when the copier/printer is networked from a computer workstation or network is not covered under this agreement unless the malfunction is caused by a component failure in the copier or printer. Charges for repairs or replacement due to such aforementioned conditions shall be borne solely by the Customer.

6. Under this Agreement, the Customer agrees to be responsible for keeping the copier replenished with the appropriate toner, fuser oil, waste disposal containers, liquid toner and dispersant. Service calls necessitated by the Customer's failure to replenish these supplies will not be covered under this agreement and shall be billed to the Customer at the prevailing labor rate. Labor for required developer exchanges (dry toner copiers only) is covered as a maintenance item under this Agreement.

7. This Agreement does not include any applicable Federal, State or Local taxes. Any and all such taxes levied or imposed, now or hereafter, by any government authority shall be paid by the customer, in accordance with the law.

8. This Agreement covers only the equipment purchased from TLC as part of this agreement.

9. This Agreement is not transferable by the Customer except with the written consent of TLC Office Systems.

10. This Agreement (consisting of the page one and page two of this sheet) constitutes the entire agreement between the Customer and TLC Office Systems with respect to furnishing of TLC Office Systems Service.

11. This Agreement shall be deemed fully executed and performed in the State of Texas, County of Harris, and shall be governed by and construed in accordance with the laws thereof. In any action, proceeding or appeal on any matter related to or arising out of this Agreement, the Customer and TLC Office Systems shall be subject to the personal jurisdiction of the State of Texas, County of Harris, including any federal or state court sitting therein, and all court rules thereof and shall accept venue in any federal or state court in Texas.

12. Facsimile equipment and Laser Printers shall be covered under Standard Service Agreement.

13. Inspections shall be necessary on equipment currently not under service Agreement. Service Agreement shall only be put in effect upon authorization of TLC technicians minimal criteria.

14. Prices are subject to change on term anniversaries.

15. IT Network Connectivity consists of installation and configuration for up to five workstations per multi-functional machine itemized on contract. Each additional workstation will be billed at an additional rate. Maintenance agreement will cover network installation for 30 days from date of installation. Any changes or additions after this date will be billed at an hourly service charge; unless issue is a result of hardware failure on referenced imaging system. Includes a dark web monitoring service, cybersecurity review & evaluation with an executive summary and scorecard.

I have read and agreed to the terms and conditions as itemized above Initial & date _____

Powered by VISUAL EDGE IT
SECURE TECHNOLOGY SOLUTIONS

DCA/Monitoring Software Acceptance / Denial

Customer Name **Hays County Law Library**

We utilize a data collection agent (DCA) in order to ship supplies proactively, obtain meter readings for accurate billing, and determine supply usage rates. The DCA software shall be installed by the Customer on either an onsite server or a desktop PC on the same network as the printers.

If a device(s) fails to report, we will notify the Customer of the need for resolution. It shall be the responsibility of the Customer to work with us to restore reporting on said device(s). If no response is received within 60 days, devices will be unable to be monitored until connection is reestablished.

Monitored Status

I, **Ruben Becerra** , have the authority and **DO ACCEPT** the DCA installation for the above-named customer.

Would you like automatic toner replenishment? Yes _____ No _____

Non-Monitored

I, _____ , **Decline** the DCA installation. I understand that by denying the installation I am agreeing to the following:

- Supply levels will not be monitored therefore supplies will NOT be shipped proactively.
- Supply orders will need to be placed manually via email (help@benchmarkyouroffice.com) or through the Smart Center app on the device (if applicable).
- When requested and when available, fees incurred for overnight shipping will be charged to the Customer.
- A $20.00 non-network fee PER DEVICE will be assessed on your monthly statement.

Date: 8/22/2022

Authorized Customer Signature: _____

Primary Contact * for FM Audit: _____

*If the Customer contact person should change during the contract, it is the responsibility of the Customer to notify us and update critical contact information.

Benchmark
A Visual Edge Technology Company

TLC Office Systems
A Visual Edge Technology Company

IMAGING
A Visual Edge Company

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Date: 09/13/2022

Requested By: Judge Becerra

Sponsor: Judge Becerra

Agenda Item

Discussion and possible action to terminate all County involvement and/or funding for the Ranch Road 12 and 150 intersection. **BECERRA**

Summary

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Date: 09/13/2022
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.

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Date: 09/13/2022
Requested By:
Sponsor: Commissioner Ingalsbe

Agenda Item
Executive Session pursuant to Sections 551.071 and 551.087 of the Texas Government Code: consultation with counsel and deliberation regarding economic development negotiations associated with Project Thin Mint. Possible discussion and/or action may follow in open Court. **INGALSBE**

Summary
Additional information will be provided in Executive Session.