Commissioners Court -- DECEMBER 6, 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 DECEMBER 6, 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 December 5-9, 2022 as National Influenza Vaccination Week. **INGALSBE**

2. Presentation by Ardurra regarding use of American Rescue Plan Act (ARPA) funds for the Wimberley Emergency Medical Services Systems, Inc. **SHELL**

3. Presentation by Ardurra regarding use of American Rescue Plan Act (ARPA) funds for Friends of the Pound House. **SMITH**

4. Presentation by Ardurra regarding use of American Rescue Plan Act (ARPA) funds for the Maxwell Special Utility District. **INGALSBE/SHELL**

5. Presentation by Ardurra regarding use of American Rescue Plan Act (ARPA) funds for Hays County Food Bank. **JONES**

G. **CONSENT ITEMS**

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

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

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

3. Approve the payment of United Healthcare claims. **VILLARREAL-ALONZO**

4. Approve the payment of the December 15, 2022 payroll disbursements in an amount not to exceed $3,350,000.00 effective December 15, 2022 and post totals for wages, withholdings, deductions and benefits on the Hays County website once finalized. **BECERRA/RICHEY**

5. Authorize the County Judge to accept the Annual 2022 Wildlife Management Activities Report for the Gay Ruby Dahlstrom Nature Preserve. **JONES/T.CRUMLEY**

6. Approve the reappointment of Eric Holen and Susan Meckel to the Board of Emergency Services District #5, a two-year term ending December 31, 2024. **JONES**

7. Approve the reappointment of Jennifer Rodriguez and Kenneth Eshelman to the Board of Emergency Services District #6, a two year term ending December 31, 2024. **SHELL/SMITH**

8. Approve the reappointment of Dennis Lane and Robert Luddy to the Board of Emergency Services District #1, a two year term ending December 31, 2024. **SMITH**

9. Approve the reappointment of Joshua Harper and Stacey Morgan to the Board of Emergency Services District #2, a two year term ending December 31, 2024. **SMITH**

10. Approve the reappointment of Scott Stevens, Jim Weatherford and Paul Kaskie to the Board of Emergency Services District #8, a two year term ending December 31, 2024. **SMITH**

11. Receive and Ratify the finalized Parks Bond Agreements: the Conservation Easement with LCSM West, LP (Purgatory Creek Nature Preserve); the Interlocal Agreement between the City of San Marcos, Texas and Hays County, Texas for Funding the Purchase of Public Municipal Parkland (Quail Creek Eastside Regional Park); Access, Public Access and Conservation Easement Agreements with Byrdnest Ventures, LLC (Presa Grande Sink Creek Preserve) and amend the budget accordingly. **INGALSBE/SHELL**

12. Approve the cancelation of the Hays County Commissioners Court on the following dates in 2023: January 10 and 24, February 7 and 21, March 7 and 21, April 4 and 18, May 2, 16, and 30, June 13 and 27. Also, approve the cancelation of July 4 and December 26 which are approved County Holidays. **INGALSBE**

13. Approve Utility Permits. **JONES/INGALSBE/BORCHERDING**

14. Authorize the County Judge to execute an addendum to the State Plan of Operation Agreement with the State of Texas to receive certain excess Department of Defense (DOD) property under the Law Enforcement Support Office (1033/LESO) Program administered by the Defense Logistics Agency (DLA). **INGALSBE/CUTLER**

15. Authorize the Sheriff's Office to add a $45.00 monthly telephone allowance for the LE Corporal/Detective slot number 0485-001 effective 12/01/2022. **INGALSBE/CUTLER**

16. Approve a price increase of $20.00 to $25.00 per screening with Personnel Evaluation, Inc., utilized by the Sheriff's Office for pre-employment purposes. **INGALSBE/CUTLER**

17. Authorize the County Judge to execute a Subscriber Agreement with GPS International Technologies Inc. for investigative purposes; and authorize a purchasing waiver to the Hays County Purchasing Policy. **INGALSBE/CUTLER**

18. Authorize the County Judge to execute an addendum and Participation Agreement with AllPaid, Inc. in relation to the County's Genesis eBonds Agreement. **SHELL/CUTLER**

19. Authorize the County Judge to execute a Second Amendment to the Interlocal Cooperation Agreement between Hays County and Comal County for Jail Services, effective January 1, 2023. **SHELL/CUTLER**

20. Approve specifications of IFB 2023-B10 Culverts and authorize Purchasing to solicit for bids and advertise. **BECERRA/BORCHERDING**

21. Authorize the Office of Emergency Services CERT Division to accept a $500.00 contribution from the Buda Lions Club and amend the budget accordingly. **JONES/MIKE JONES**

22. Ratify the submission of a renewal grant award to the Texas Veterans Commission, Veterans Treatment Court grant program in the amount of $300,000.00. **INGALSBE/T.CRUMLEY**

23. Approve renewal of the Equipment Calibration & Maintenance Program Agreement with FarrWest, in the amount of $10,659.57 annually, effective October 1, 2022. **BECERRA/M.JONES**

24. Authorize a waiver to the purchasing policy for the Constable Pct. 4 Office to purchase one replacement Freedom Helmet Kit and Speaker Mic valued at $1,233 from PVP Communications and amend the budget accordingly. **SMITH/HOOD**

25. Authorize the Information Technology Department to purchase one replacement Troy MICR Secure Printer valued at $1,950.20 for the Auditor's Office and amend the budget accordingly. **SHELL/ALONZO**

H.

ACTION ITEMS

I.

ROADS

1. Discussion and possible action to authorize the County Judge to execute Contract Amendment No. 1 in the amount of $20,000.00 to the Professional Services Agreement between Hays County and Cobb, Fendley & Associates, Inc. for bid and construction phase services on the SH 80 at Military Drive intersection improvements project in Precinct 1, as part of the Hays County Road Bond Program and amend the budget accordingly. **INGALSBE/BORCHERDING**

2. Discussion and possible action to authorize the County Judge to execute an Advance Funding Agreement between Hays County and the Texas Department of Transportation relating to the County's RM 3237 Phase 2 project between RM 12 and RM 150 and amend the budget accordingly. **SHELL/BORCHERDING**

3. Discussion and possible action to consider the acceptance of road construction & surface drainage improvements, release of the performance bond #800054920 in the amount of $1,064,632.25, and acceptance of the 2-year maintenance bond #258320F in the amount of $127,972.05 for Trails at Windy Hill subd., Phase 8. **INGALSBE/BORCHERDING**

4. Discussion and possible action to consider the acceptance of road construction & surface drainage improvements, release of the subdivision bond #SU1180136 in the amount of $646,815.41, acceptance of the 2-year maintenance bond #PB03016800924 in the amount of $70,015.57, and acceptance of the 1-year revegetation bond #PB03016800925 in the amount of $16,695.34 for 6 Creeks subd., Phase 1, Section 13A. **SHELL/BORCHERDING**

5. Hold a public hearing with possible action to establish a "No Parking" zone along the west side (school side) of Sunbright Blvd. between Vista Gardens Drive and the entrance-only drive for Sunfield Elementary School. **JONES/BORCHERDING**

6. Hold a public hearing with possible action to establish a 3-way stop location on Longbow Lane at the intersection with Indian Princess in the Woodcreek North subdivision. **SHELL/BORCHERDING**

7. Hold a public hearing with possible action to establish a 3-way stop location on High Mesa Drive at the intersection with Cowpoke Circle in the Cedar Oaks Mesa subdivision. **SHELL/BORCHERDING**

8. Discussion and possible action to approve the selection of B2Z Engineering, LLC to provide construction, engineering & inspection (CE&I) services on an On-Call bases related to road improvement projects in Hays County; and authorize staff and counsel to negotiate a contract, as well as a Work Authorization #1 for CE&I services on the Darden Hill at Sawyer Ranch Road Roundabout project as part of the Road Bond Program. **SMITH/BORCHERDING**

J.

SUBDIVISIONS

1. PLN-1954-PC; Hold a Public Hearing followed by discussion and possible action regarding the Burnett Ranch, Sec 3, Lot 55, Replat. **SHELL/MACHACEK**

2. PLN-1917-PC; Hold a Public Hearing followed by discussion and possible action regarding the Rolling Oaks, Sec 3, Lot 4A, Replat. **SHELL/MACHACEK**

3. PLN-2112-PC Call for a Public Hearing on December 20th, 2022, followed by discussion and possible action regarding the High View Ranch, Lot 5, Replat. **SHELL/PACHECO**

K. **MISCELLANEOUS**

1. Discussion and briefing from Specialized Public Finance Inc. and FMSbonds, Inc. regarding the pricing summary for the Hays County, Texas, Special Assessment Revenue Bonds, Series 2022 (La Cima Public Improvement District Neighborhood Improvement Area #3 Project). **SHELL**

2. Discussion and possible action to adopt an Order authorizing the issuance of the "Hays County, Texas, Special Assessment Revenue Bonds, Series 2022 (La Cima Public Improvement District Neighborhood Improvement Area #3 Project)"; approving and authorizing an indenture of trust, a bond purchase agreement, a limited offering memorandum, a continuing disclosure agreement, a service and assessment plan, and other documents in connection therewith; making findings with respect to the issuance of such bonds; and providing an effective date. **SHELL**

3. Discussion and possible action to authorize the County Judge to execute a Service Order Agreement with Astound Business Solutions related to Dark Fiber needed for technology infrastructure at the new Elections/IT Building located at 120 Stagecoach Trail in San Marcos; authorize a discretionary exemption pursuant to Texas Local Government Code Chpt. 262.024 (a) (7) (D). **SHELL/McGILL**

4. Discussion and possible action authorizing the County Judge to execute a Service Agreement between Hays County and Text My Gov, Inc., in the amount of $15,000.00 per year for three (3) years, for text messaging services allowing the public to communicate with the County Clerk's Office and amend the budget accordingly. **BECERRA/CARDENAS**

5. Discussion and possible action related to use of office space within the Historical Hays County Courthouse located at 111 E. San Antonio, San Marcos. **SHELL**

6. Discussion and possible action to award a contract for IFB 2023-B08 Emulsion Oils with Ergon Asphalt & Emulsions, Inc. **BECERRA/BORCHERDING**

7. Discussion and possible action to appoint Commissioner Debbie Gonzales Ingalsbe to the Capital Area Metropolitan Planning Organization (CAMPO) Transportation Policy Board. **JONES/SHELL**

8. Discussion and possible action to award a contract for IFB 2023-B05 Road Building Materials - Cold Mix to Brauntex Materials, Inc., Texas Materials Group and Colorado Materials, Ltd. **BECERRA/BORCHERDING**

9. Discussion and possible action to award a contract for IFB 2023-B04 Road Building Materials - Hot Mix to Brauntex Materials, Inc., Colorado Materials, Ltd., Lone Star Paving, and Texas Materials Group. **BECERRA/BORCHERDING**

10. Discussion and possible action to award a contract for IFB 2023-B01 FM 110 South Grading Project with Capital Excavation Company in the amount of $1,569,440.91 and amend the budget accordingly. **INGALSBE/BORCHERDING**

11. Discussion and possible action to authorize a salary exception at the 12th percentile for the Environmental Health Specialist I, slot 0235-004 in the Development Services Department effective December 12, 2022. **SHELL/PACHECO**

12. Discussion and possible action to authorize the Juvenile Detention Center Director to hire the Transitional Coordinator position slot 0970-002 at the 25th percentile effective January 3, 2023. **INGALSBE/LITTLEJOHN**

13. Discussion and possible action to authorize the renaming of a portion of Old FM 2001 to Ray Romero Drive. **JONES/BORCHERDING/PACHECO**

14. Discussion and possible action to authorize the County Judge to execute a Professional Services Agreement with HDR Architecture, Inc. to develop schematics for accessibility ramps and other improvements to the Hays County Government Center. **INGALSBE/T.CRUMLEY**

15. Discussion and possible action to authorize the County Judge to execute a professional services agreement between Hays County and Brailsford and Dunlavey, Inc., related to market analysis and possible development of County-owned property at 3005 Clovis Barker Road in San Marcos, Texas; authorize a discretionary exemption pursuant to Texas Local Government Code Ch. 262.024(a)(4) and amend the budget accordingly. **INGALSBE**

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 551.074 of the Texas Government Code deliberation regarding employment and duties of for all positions funded for the Pre-trial Services Department. Possible discussion and/or action may follow in open court. **SHELL**

3. 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 located at 2400 N IH 35, San Marcos. Possible discussion and/or action may follow in open court. **INGALSBE**

4. 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 located at 101 Thermon Drive, San Marcos. Possible discussion and/or action may follow in open court. **INGALSBE**

5. Executive Session pursuant to Section 551.071 of the Texas Government Code: consultation with counsel regarding pending and/or contemplated litigation involving Hays County. Possible action may follow in open court. **BECERRA**

6. Executive Session pursuant to Sections 551.071 and 551.074 of the Texas Government Code: consultation with counsel and deliberation regarding duties of all individual positions of the Hays County Auditor's Office. Possible discussion and/or action may follow in open court. **INGALSBE**

7. Executive Session pursuant to Sections 551.071 and 551.074 of the Texas Government Code deliberation regarding employment and duties of the Hays County Treasurer. Possible discussion and/or action may follow in open court. **SHELL**

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 2nd day of December, 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: 12/06/2022
Requested By:
Sponsor: Commissioner Ingalsbe

Agenda Item
Adopt a proclamation declaring December 5-9, 2022 as National Influenza Vaccination Week. **INGALSBE**

Summary

Attachments

Proclamation - Influenza Vaccination

PROCLAMATION DECLARING DECEMBER 5th –9th, 2022 as
NATIONAL INFLUENZA VACCINATION WEEK

WHEREAS, every year, an estimated 50,000 people die from influenza-related illnesses, and more than 710,000 are hospitalized nationwide; and

WHEREAS, seasonal influenza is caused by the influenza virus, which infects the respiratory tract, causing severe illness and life-threatening complications in many people; and

WHEREAS, the first and most important action in preventing influenza illness and potentially serious flu complications is to get a flu shot every year; and

WHEREAS, the flu shot is safe and effective at reducing the risk of serious flu complications and flu-related hospitalizations and death; and

WHEREAS, the best time to get vaccinated is in September or October, although getting vaccinated later in the season is still beneficial; and

WHEREAS, every December the National Influenza Vaccination Week campaign is devoted to increasing knowledge, acceptance, and use of seasonal influenza vaccines to protect the public against serious life-threatening complications from the disease; and

WHEREAS, the annual observance of National Influenza Vaccination Week is intended to increase awareness and understanding of seasonal Influenza disease and its prevention at local, state, and national levels.

NOW, THEREFORE, BE IT RESOLVED that the Hays County Commissioners Court does hereby proclaim December 5th – 9th, 2022 as:

NATIONAL INFLUENZA VACCINATION WEEK

Hays County urges everyone to make sure they and their loved ones are current on their seasonal Influenza immunization, as this protects them, their families, and our Community.

ADOPTED THIS THE 6TH DAY OF DECEMBER 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. Cardenas MBA PhD
Hays County Clerk

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Date: 12/06/2022
Requested By:
Sponsor: Commissioner Shell

Agenda Item

Presentation by Ardurra regarding use of American Rescue Plan Act (ARPA) funds for the Wimberley Emergency Medical Services Systems, Inc. **SHELL**

Summary

Attachments

ARPA - Draft Agreement - WEMS
WEMS 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 Ken Strange principal of Wimberley Emergency Medical Services Systems, Inc. ("Beneficiary"), located at 220 Twilight Trail, Wimberley, TX 78676 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 $242,157 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 of COVID-19 mitigation and prevention as a result of the public health emergency or its negative economic impacts. Through the grant the Beneficiary will be able to mitigate against future pandemics.

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 capital to mitigate and recover from the extraordinary expenses resulting from the shutdowns and other direct and indirect impacts of COVID-19. 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 October 11, 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 16 employees were employed by the business/special-purpose unit of local government/non-profit as of November 30, 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 September 20, 2022 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.

(SIGNATURES TO FOLLOW ON NEXT PAGE)

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

BENEFICIARY: Wimberley Emergency Medical Services Systems, Inc.

Owner Name: Ken Strange

Owner Title: Director

SIGNATURE: _____

DATE: _____

Hays County

Ruben Becerra

Hays County Judge

SIGNATURE: _____

DATE: _____

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2022

HCTX107_Wimberley EMS Ambulances

HAYS COUNTY ARPA SLFRF PROJECT

HCTX107_Wimberley EMS Ambulances

1 Wimberley EMS Ambulance Overview 2
1.1 Designating a Public Health Impact 2
1.2 Designing a response to a pandemic harm 3
1.3 Program Summary 4
2 Comparative Analysis 4
2.1 Reasonableness & Proportionality 4
3 Eligibility 5
3.1 Final Rule 5
3.2 Capital Expenditure 6

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1 Wimberley EMS Ambulance Overview

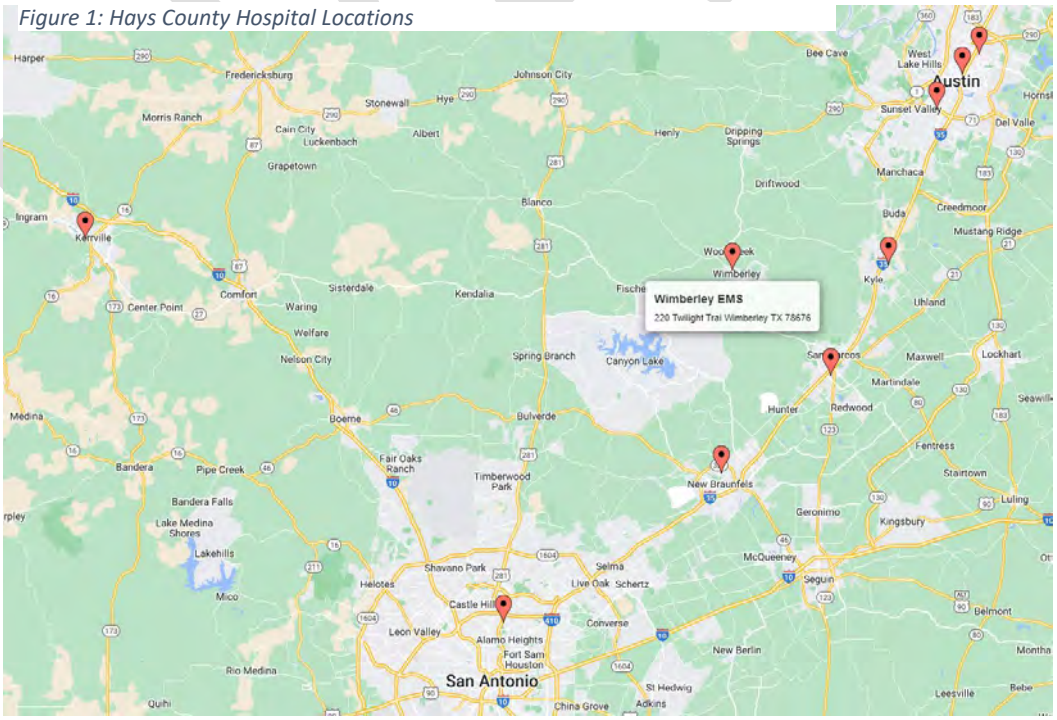
1.1 Designating a Public Health Impact

Wimberley Emergency Medical Services Systems, Inc. (Wimberley EMS) was established in 1976 as a 501(c)(3) non-profit public charity dispatched by the Hays County Sheriff's Department. Wimberley EMS also works with the Wimberley Volunteer Fire Department and the South Hays Fire Department. The service area covers more than 150 square miles of western Hays County which includes the communities of Wimberley, Woodcreek and portions of Driftwood and rural San Marcos.

Wimberley EMS currently operates 2 Advanced Life Support (ALS) ambulances (24/7), 1 backup (3 total), and 14 full-time paramedics. They are licensed through the Texas Department of State Health Services to provide two MICU (Mobile Intensive Care Unit) ambulances, which are staffed with two highly trained and experienced EMT- Paramedics. The call volume has been increasing year over year with 1,807 calls the year 2020.[1] The number of calls has been steadily rising since the beginning of the COVID-19 disaster declaration and the county population has increased by 46.5% between 2010 and 2019.[2]

Wimberley EMS's service area is the rural part of Hays County, with their furthest western boundary being approximately 14 miles from their 220 Twilight Trail location. From the western boundary of Hays County, it is approximately 70 miles to the nearest westerly hospital. The only viable options for Wimberley EMS are the easterly hospitals of Hays. The closest of which is 29 miles from the western boundary. This means that one hospital call could be upwards of 50 miles from dispatch to hospital delivery.

Figure 1: Hays County Hospital Locations



[1] Wimberley EMS Runs by Month Calendar Years 2010-2020

[2] https://www.statista.com/statistics/241711/fastest-growing-counties-in-the-us/

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%.[3] A meta-study performed by the International Journal of Environmental Research and Public Health found that EMS in urban areas were generally associated with improved performance measures in key areas and associated higher survival rates than those in rural areas. The analysis showed that mean rural EMS on-scene time—the period between arrival at the location and either the resolution of the issue or transportation to another site commencing—was 16.1 min, which was significantly higher than for urban settings (11.6 min). Likewise, transport time—the period for transportation from the scene of the incident to the nearest appropriate health facility—was significantly shorter in urban than rural areas.[4] These factors lead to increased Wimberley EMS equipment hours used per call, deteriorating equipment at a faster rate than their more urban counterparts.

Adding to the strain on Wimberley EMS'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. Wimberley EMS's excess mileage traveling to underserved areas is adding to the district's expenses.

During a large-scale disaster, the medical transportation assets required to transport the population of individuals with medical needs can become overwhelming.[5] If another surge in COVID-19 infections or an outbreak of another infectious disease were to take place the existing ambulances and equipment operated by Wimberley EMS may not be adequate to respond and prevent further community spread.

1.2 DESIGNING A RESPONSE TO A PANDEMIC HARM

Under the Coronavirus State and Local Fiscal Recovery Funds (SLFRF) Responding to the Public Health Emergency eligible use category COVID-19 mitigation and prevention lists acquisition and distribution of medical equipment for prevention and treatment of COVID-19, including personal protective equipment and ambulances. Hays County will mitigate against future pandemics by bolstering Wimberley EMS's ability to respond through the remounting of an ambulance and upgrading associated equipment. This will be achieved through a grant of $242,157 to Wimberley EMS.

The Final Rule enumerated eligible uses like COVID-19 prevention and treatment equipment, such as ventilators and ambulances. The total expected capital expenditure of the additional ambulances is under $1 million.

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

[4] Factors Impacting Patient Outcomes Associated with Use of Emergency Medical Services Operating in Urban Versus Rural Areas: A Systematic Review

[5] Texas Department of State Health Services Ambulance Utilization 2011

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1.3 Program Summary

Wimberley EMS submitted an application for grant funds to Hays County. The applicant provided Form 990 for 2020 to support the eligibility of Wimberley EMS as a beneficiary. Documentation supporting the cost of the Wimberley EMS ambulance purchase are estimates for the ambulance remount, vehicle radios, portable radios, and medical equipment. A cost analysis of the purchase price was completed to determine cost reasonableness and proportionality to the harm experienced.

The validation and cost reasonableness analysis determined Wimberley EMS can demonstrate a pandemic related need up to $242,157. Wimberley EMS's award is $242,157.

2 Comparative Analysis

2.1 Reasonableness & Proportionality

A single emergency vehicle could cost anywhere between $120,000 and $325,000.[6] Available pricing on different makes and models of ambulances comports with this analysis. The base price of $172,844.00 for the Ambulance Remount is reasonable.

Vehicle	Cost
2023 Ford Type 3	$149,900.00
2022 Ford Type 3	$169,900.00
2022 Ram Heavy Duty	$239,900.00
2022 Ram Heavy Duty	$249,900.00
2022 Chevy Type 3	$169,900.00
2021 Ram Heavy Duty	$259,900.00
Average	$206,566.67[7]

Purchasing an ambulance and lifesaving equipment allows for multiple calls simultaneously or to handle multiple patients at a single incident. It also ensures that an ambulance is available during periods of maintenance or repair.[8] The nationwide average for constituents per ambulance is 21,057 with some rural areas having 2 ambulances for 4,000 people.[9] The area that Wimberley EMS (green in Figure 2) services is around 25% of Hays County's land mass and accounts for some of the most rural areas of the County.

[6] https://www.frazerbilt.com/blog-ambulance-cost.
[7] Arrow Ambulance | New Ambulances for Sale
[8] http://www.harwintonems.org/ambulances--equipment.html
[9] https://www.hmpgloballearningnetwork.com/site/emsworld/article/1223842/ambulance-allocation-whats-right-balance

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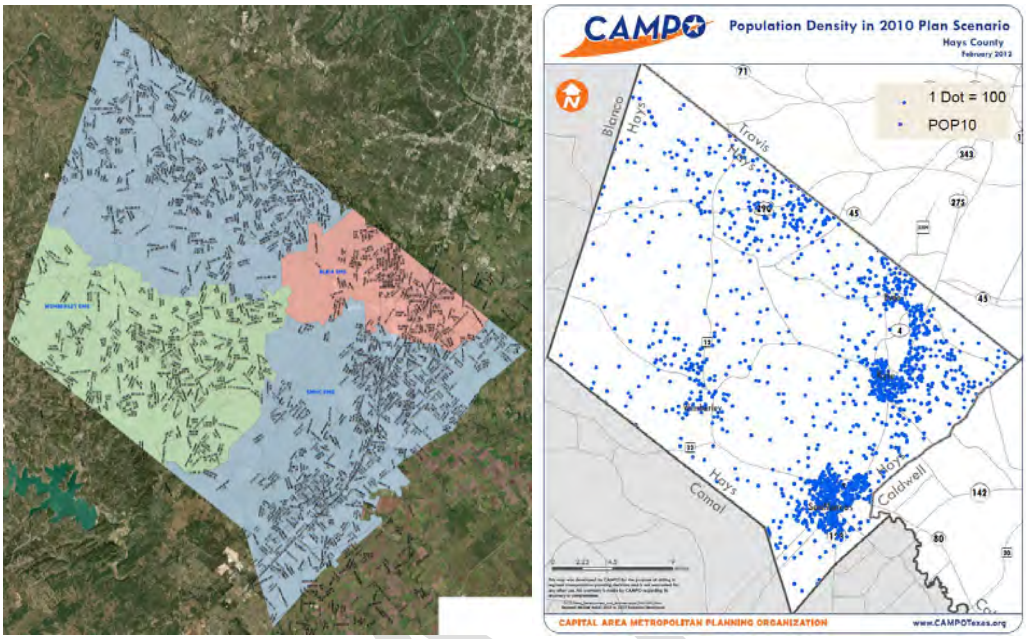
Figure 2: SMHCEMS Service Area and Population Density



Wimberley EMS serves approximately 150 square miles and reaches 16,000 residents with life-saving services.[10] Using the 46.5% Hays County growth rate that service population would be 23,440. Having a 3rd ALS ambulance in service would result in 7,813 constituents per ambulance, well within the national average range for rural areas.

The equipment included in the request are ancillary to the function of an ambulance. These include radio component (both installed and portable), life saving devices (defibrillators, chest compressors, etc.), and stretchers. A comparison was performed of the unit price for 22 items against the average price of similar items available online. The results showed that the quote price was lower than comparable price data.

Quote Supplier	Sum of Unit Price	Sum of Average	Sum of Delta	Count of ID
04_Stryker	$53,700.00	$66,147.27	($12,447.27)	3
05_PO	$15,613.23	$13,858.62	$1,754.61	19
Grand Total	**$69,313.23**	**$80,005.89**	**($10,692.66)**	**22**

3 ELIGIBILITY

3.1 FINAL RULE[11]

The Responding to the Public Health Emergency eligible use for COVID-19 mitigation and prevention lists acquisition and distribution of medical equipment for prevention and treatment of COVID-19, including

[10] https://wimberleyems.com/

[11] 31 CFR Part 35 - PANDEMIC RELIEF PROGRAMS Subpart A— CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS

personal protective equipment. The SLFRF Final Rule Overview further enumerates this eligible use to stating specifically:

- COVID-19 prevention and treatment equipment, such as ventilators and ambulances
- Medical and PPE/protective supplies

Recipients providing assistance via nonprofits involving capital expenditures (i.e., expenditures on property, facilities, or equipment) should also review the section Capital Expenditures in General Provisions: Other, which describes eligibility standards for these expenditures.

3.2 Capital Expenditure

Recipients providing assistance via nonprofits involving capital expenditures (i.e., expenditures on property, facilities, or equipment) eligibility standards are as follows:

- Recipients may pursue an enumerated project with total expected capital expenditures of under $1 million without having to undergo additional assessments to meet SLFRF requirements.

Enumerated projects for Public Health and Negative Economic Impacts include COVID-19 public health response and mitigation tactics. For example, recipients may Investments in public facilities to meet pandemic operational needs including acquisition of equipment for COVID-19 prevention and treatment, including ventilators, ambulances, and other medical or emergency services equipment.

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HAYS COUNTY

American Rescue Plan State and Local Fiscal Recovery Fund Grant Application

Applicant Information

Applicant Name	WIMBERLEY EMERGENCY MEDICAL SERVICES SYSTEMS, INC.		
Address	220 TWILIGHT TRAIL		
City	WIMBERLEY	State	TX
Zip Code	78676		
Organization Type	501 (C)(3)		
Telephone	(512) 847-2526		
Point of Contact	KEN STRANGE		
Title	DIRECTOR		
DUNS, UEI, or EIN Number	74-2645518		
Amount Requested	$242,157.00		

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	X
IRS Determination Letter	
Texas Exemption Verification Letter	
Other	
Specify:	

8 Documents showing increased cost due to the pandemic:

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

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

Specify:	

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

Ken Strange
Print Name

Director
Title

_____
Date

Form **990**

Department of the Treasury
Internal Revenue Service

Return of Organization Exempt From Income Tax

Under section 501(c), 527, or 4947(a)(1) of the Internal Revenue Code (except private foundations)

▶ Do not enter social security numbers on this form as it may be made public.

▶ Go to *www.irs.gov/Form990* for instructions and the latest information.

OMB No. 1545-0047

2020

Open to Public Inspection

A For the 2020 calendar year, or tax year beginning Oct 1 , 2020, and ending Sep 30 , 2021

B Check if applicable:
- ☐ Address change
- ☐ Name change
- ☐ Initial return
- ☐ Final return/terminated
- ☐ Amended return
- ☐ Application pending

C Name of organization: Wimberley Emergency Medical Service Systems, Inc.

Doing business as

Number and street (or P.O. box if mail is not delivered to street address): PO Box 33 | Room/suite

City or town, state or province, country, and ZIP or foreign postal code: Wimberley, TX 78676

D Employer identification number: 74-2645518

E Telephone number: (512) 847-2526

G Gross receipts $2,301,408.

F Name and address of principal officer: Rick Neal, PO Box 33, Wimberley, TX 78676

H(a) Is this a group return for subordinates? ☐ Yes ☒ No

H(b) Are all subordinates included? ☐ Yes ☐ No

If "No," attach a list. See instructions

I Tax-exempt status: ☒ 501(c)(3) ☐ 501(c) ( ) ◀ (insert no.) ☐ 4947(a)(1) or ☐ 527

J Website: ▶ wimberleyems.com

H(c) Group exemption number ▶

K Form of organization: ☒ Corporation ☐ Trust ☐ Association ☐ Other ▶

L Year of formation: 1992

M State of legal domicile: TX

Part I Summary

Activities & Governance

1 Briefly describe the organization's mission or most significant activities: Dedicated to serving the people in Wimberley and surrounding communities with the finest in emergency medical care

2 Check this box ▶ ☐ if the organization discontinued its operations or disposed of more than 25% of its net assets.

3	Number of voting members of the governing body (Part VI, line 1a)	3	6
4	Number of independent voting members of the governing body (Part VI, line 1b)	4	6
5	Total number of individuals employed in calendar year 2020 (Part V, line 2a)	5	28
6	Total number of volunteers (estimate if necessary)	6	0
7a	Total unrelated business revenue from Part VIII, column (C), line 12	7a	0.
b	Net unrelated business taxable income from Form 990-T, Part I, line 11	7b	0.

			Prior Year	Current Year
Revenue	8	Contributions and grants (Part VIII, line 1h)	3,058,483.	1,648,645.
	9	Program service revenue (Part VIII, line 2g)	452,025.	630,895.
	10	Investment income (Part VIII, column (A), lines 3, 4, and 7d)	663.	257.
	11	Other revenue (Part VIII, column (A), lines 5, 6d, 8c, 9c, 10c, and 11e)	3,364.	21,611.
	12	Total revenue—add lines 8 through 11 (must equal Part VIII, column (A), line 12)	3,514,535.	2,301,408.
Expenses	13	Grants and similar amounts paid (Part IX, column (A), lines 1–3)		
	14	Benefits paid to or for members (Part IX, column (A), line 4)		
	15	Salaries, other compensation, employee benefits (Part IX, column (A), lines 5–10)	1,540,452.	1,602,867.
	16a	Professional fundraising fees (Part IX, column (A), line 11e)		
	b	Total fundraising expenses (Part IX, column (D), line 25) ▶ 2,447.		
	17	Other expenses (Part IX, column (A), lines 11a–11d, 11f–24e)	448,100.	570,605.
	18	Total expenses. Add lines 13–17 (must equal Part IX, column (A), line 25)	1,988,552.	2,173,472.
	19	Revenue less expenses. Subtract line 18 from line 12	1,525,983.	127,936.
			Beginning of Current Year	**End of Year**
Net Assets or Fund Balances	20	Total assets (Part X, line 16)	3,609,700.	3,488,070.
	21	Total liabilities (Part X, line 26)	376,178.	126,612.
	22	Net assets or fund balances. Subtract line 21 from line 20	3,233,522.	3,361,458.

Part II Signature Block

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than officer) is based on all information of which preparer has any knowledge.

Sign Here

▶ Signature of officer — Date: 03/21/2022

▶ Rick Neal, Treasurer
Type or print name and title

Paid Preparer Use Only

Print/Type preparer's name	Preparer's signature	Date	Check ☒ if self-employed	PTIN
Linda T Gonzalez		03/15/2022		P01065920

Firm's name ▶ LINDA TENEYUQUE GONZALEZ, CPA — Firm's EIN ▶ 20-8254700

Firm's address ▶ 100 N EDWARD GARY ST, SAN MARCOS, TX 78666 — Phone no. (512) 587-6337

May the IRS discuss this return with the preparer shown above? See instructions ☒ Yes ☐ No

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Date: 12/06/2022
Requested By:
Sponsor: Commissioner Smith

Agenda Item

Presentation by Ardurra regarding use of American Rescue Plan Act (ARPA) funds for Friends of the Pound House. **SMITH**

Summary

Attachments

ARPA - Draft Agreement - Friends of the Pound House
Friends of the Pound House 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 Miles Matthews, President of Friends of the Pound House, ("Beneficiary"), located at PO BOX 1061, Dripping Springs, TX 78620 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 $50,000 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 and revenue loss as a result of the public health emergency or its negative economic impacts. Through the grant the Beneficiary will be able to recover the recover decreased revenue.

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 to mitigate and recover from the extraordinary expenses and revenue loss resulting from the shutdowns and other direct and indirect impacts of COVID-19. 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 October 11, 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 (insert number) employees were employed by the business/special-purpose unit of local government/non-profit as of December 01, 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

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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 September 20, 2022 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.

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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.

(SIGNATURES TO FOLLOW ON NEXT PAGE)

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

BENEFICIARY: Friends of the Pound House

Owner Name: Miles Matthews

Owner Title: President

SIGNATURE: _____

DATE: _____

Hays County

Ruben Becerra

Hays County Judge

SIGNATURE: _____

DATE: _____

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2022

HCTX111_Friends of the Pound House

HAYS COUNTY ARPA SLFRF PROJECT

HCTX111_Friends of the Pound House

1 Friends of the Pound House 2
1.1 Designating a Public Health Impact 2
1.2 Designing a response to a pandemic harm 2
1.3 Program Summary 3
2 Comparative Analysis 3
2.1 Reasonableness & Proportionality 3
3 Eligibility 4
3.1 Final Rule 4

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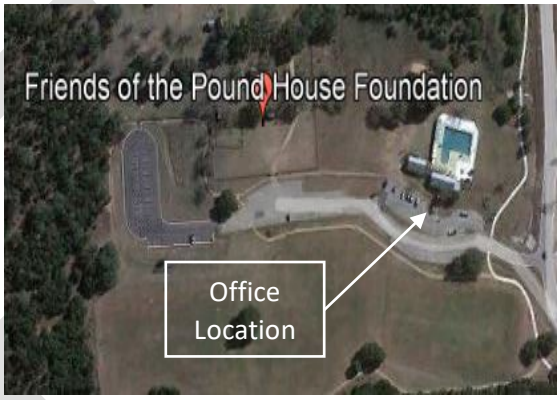
1 FRIENDS OF THE POUND HOUSE

1.1 DESIGNATING A PUBLIC HEALTH IMPACT

Friends of the Pound House (FPH) is a 501(c)(3) non-profit organization that raises funds to continue restoration and maintenance of the Dr. Pound Historical Farmstead. Dr. Pound settled present day Dripping Springs back in 1854-1855 and became the first doctor in Hays County, TX.

The farmstead is currently a museum about the life and times of Dr. Pound, his family and descendants. The property's original garden(s) include rose beds grown from the original clippings Mrs. Sarah Pound planted in 1854, and a heritage oak tree estimated to be 500 years old.

Figure 1. FPH Office and Farmstead Location(s)



From their office located at 419-B Founders Park Road, Dripping Springs, TX 78620[1], FPH coordinates volunteer activities, hosting school programs, workshops, and classes.

The grounds plants and trees, central to the landscape of this State Landmark, require daily watering. Repairs to restore the farmstead's irrigation system have been put on hold for the past two years due to a decrease in revenue.

In years prior to 2020 the FPH was able to raise over $120,000 from museum entrance fees and merchandise, facility use fees collected from hosting school programs and workshops, and through an annual live auction. In 2020, COVID-19 group and crowd restrictions prohibited FPH from being able to collect monies and raise funds from in-person events; consequently reducing their fund raising efforts over 30%, from $124,470.00 in 2019 to $40,950.00 in 2020.

1.2 DESIGNING A RESPONSE TO A PANDEMIC HARM

FPH's Form-990's for the years 2019 and 2020 show they experienced a revenue loss of $83,520.00 in 2020 due a decrease in contributions and fund raising.

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 FPH's financial hardship from the revenue loss. Through a grant of $89,900 FPH will be able to:

- Recover decreased revenue

The Final Rule enumerated Assistance to Nonprofits, defining them as 501(c)(3)s or (19)s, as an eligible use in which recipients could consider declines in revenues, e.g., from donations and fees, or increased costs, e.g., uncompensated increases in service need, or technical assistance, as impacts of the pandemic.

[1] Figure 1 Google Earth Imagery

1.3 Program Summary

FPH provided their Form-990s for 2019 and 2020 to support their eligibility of as a beneficiary under the SLFRF. In 2020, COVID-19 group and crowd restrictions prohibited FPH from being able to collect monies and raise funds through museum entrance fees and merchandise, facility use fees collected from hosting school programs and workshops, and through an annual live auction.

The validation and cost reasonableness analysis determined FPH can demonstrate a pandemic related harm up to $89,992.44 the first year of the pandemic. Additional analysis would be needed to confirm continued harm into subsequent years. FPH's initial award is $89,900.

2 Comparative Analysis

2.1 Reasonableness & Proportionality

Due to the pandemic FPH saw a reduction in its revenue, which is primarily funded by an annual fund raising event and fees collected through people visiting the museum and purchasing merchandise or use of the facility for school programs and/or workshops.

The ARPA SLFRF grant is critical to help FPH recover lost revenue experienced as a result of the COVID-19 pandemic. Table 1 shows there was a 67% drop in revenue from 2019 to 2020. Further, using the 5.2% growth rate provided by 31 CFR Part 35[2] to count projected annual growth in accordance with the US Treasury's revenue loss calculation, FPH's loss of revenue is $89,992.44 for 2020.

Table 1: Revenue Loss

	2019	2020
Contributions and grants	15,747.00	22,050.00
Investment Income	239.00	140.00
Other Revenue	108,384.00	18,760.00
Total Revenue	124,470.00	40,950.00
		(83,520.00)
		-67%
Projected Growth		$130,942.44
Revenue Loss		(89,992.44)

[2] 31 CFR Part 35 Final Rule, C. Revenue Loss, Step 2, Footnote 282, "the final rule updates the percentage to 5.2% as shown in Step 2".

3 ELIGIBILITY

3.1 FINAL RULE[3]

Nonprofits eligible for assistance are those that experienced negative economic impacts or disproportionate impacts of the pandemic and meet the definition of "specifically those that are 501(c)(3) or 501(c)(19) tax exempt organizations".

Recipients can identify nonprofits impacted by the pandemic, and measures to respond, in many ways; for example, recipients could consider:

- Decreased revenue, e.g., from reduced contributions

When a recipient provides funds to address that impact, it is then providing direct assistance to the nonprofit as a beneficiary under Subsection (c)(1) of Sections 602 and 603 of Title VI of the Social Security Act, amended by ARPA. Assistance to nonprofits that experienced negative economic impacts includes the following enumerated uses:

- Loans or grants to mitigate financial hardship

3.1.1 Beneficiaries

"The final rule streamlines and aligns services and standards that are generally applicable or are provided for public health purposes. Under this approach, eligible uses to respond to the public health emergency are organized based on the type of public health problem: 1) COVID-19 mitigation and prevention, 2) medical expenses, 3) behavioral health care, and 4) preventing and responding to violence. Under this approach, eligible uses to respond to the negative economic impacts of the public health emergency are organized based on the type of beneficiary: 1) assistance to households, 2) assistance to small businesses, and 3) assistance to nonprofits". These categories include enumerated eligible uses for impacted and disproportionately impacted beneficiaries[4]

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[3] 31 CFR Part 35 - PANDEMIC RELIEF PROGRAMS Subpart A— CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS

[4] 31 CFR Part 35 Final Rule A. Public Health and Negative Economic Impacts 1. General Provisions: Structure and Standards, Rule Structure

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Date: 12/06/2022
Requested By:
Sponsor: Commissioner Ingalsbe
Co-Sponsor: Commissioner Shell

Agenda Item
Presentation by Ardurra regarding use of American Rescue Plan Act (ARPA) funds for the Maxwell Special Utility District. **INGALSBE/SHELL**

Summary

Attachments

ARPA - Agreement - Maxwell SUD
Exhibit B - Supplemental Conditions
Exhibit C-Sample Exp Report
MSUD PW

HAYS COUNTY SOCIAL SERVICE FUNDING AGREEMENT
WITH MAXWELL SPECIAL UTILITY DISTRICT

This Social Service Funding Agreement ("the Agreement"), is made by and between **Hays County, Texas** (the "County") located at 712 S. Stagecoach Trial, Suite 1071, Texas 78666, and the **Maxwell Special Utility District** (the "Agency"), a special-purpose units of local government, located at 216 Main Street, Maxwell, Texas 78656.

RECITALS

WHEREAS, on March 13, 2020, a Declaration of State of Disaster was issued by Governor Abbott certifying that the novel coronavirus (COVID-19), which has been recognized globally as a contagious respiratory virus, posed an imminent threat of disaster for all counties in Texas; and

WHEREAS, on April 12, 2020, Governor Abbott determined that that state of disaster continues to exist due to COVID-19 and issued a Proclamation renewing the disaster declaration for all counties; and

WHEREAS, on May 12, 2020, Governor Abbott determined that the state of disaster continues to exist due to COVID-19 and issued a Proclamation further renewing the disaster declaration for all counties; and

WHEREAS, as a result of COVID-19 and the response measures taken, the Agency is in need of assistance to meet the additional needs and services of the community, specifically funds to purchase and install a 200kw generator as a necessary investment in water infrastructure; and

WHEREAS, the Agency would like to request funding from the County made available under Sections 602(b) and 603(b) of the Social Security Act (the Act) as added by section 9901 of the American Rescue Plan Act ("ARPA Act");

WHEREAS, the County seeks to implement funding derived from the ARPA Act after March 2, 2021 in order to maximize benefits for Hays County residents; and

WHEREAS, the County desires to engage the Agency as a subrecipient to assist the County in utilizing the ARPA Act funds.

NOW, THEREFORE, WITNESSETH:

Recitals. The recitals to this Agreement are hereby incorporated for all purposes.

1. **Effective Date.** The effective date of this Agreement ("Effective Date") is the date this Agreement has been finally approved by the County. Agency understands that this Agreement is dependent upon the approval of the County.

2. **Term.** The initial term of this Agreement is from the Effective Date to provide ARPA Act funding through December 31, 2024. Unless terminated by either party pursuant to paragraph 4.6, the Agreement will automatically renew for purposes of administering ARPA Act Funds, until December 31, 2024. After 2024, the contract must be revisited by County's governing body.

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I.

GENERAL OVERVIEW

1.1 Purpose. The County has in good faith determined that this Agreement serves a public purpose. This public purpose includes, but is not limited to, the Agency's efforts to meet the additional needs and services of the community, specifically staffing costs, unemployment insurance costs, professional fees, additional contract services, supplies and related equipment and additional financial assistance, all incurred due to the impact of COVID-19 or in the delivery of public health and safety operations for Hays County residents.

1.2 Use of Funds. The Agency understands that the funds provided to it by the County will be used solely for the program services as more particularly described in Exhibit "A", attached hereto and incorporated herein ("Allowable Expenditures").

1.3 Distribution of ARPA Act Funds. The County will pay ARPA Act funds during the period that begins on the Effective Date and ends on December 31, 2024. All funding will comply with ARPA program guidelines and services described in Exhibit A as attached.

The Agency agrees to accept the not to exceed amount of $50,000 that will be disbursed from ARPA Act Funds.

II.

AGENCY PERFORMANCE REQUIREMENTS

2.1 Subrecipient Status. The County and the Agency agree that the Agency is a Subrecipient as described in 2 C.F.R. §§ 200.93. A Subrecipient is a non-Federal agency that receives a subaward from a pass-through entity to carry out a part of a Federal program. The Agency, as a subrecipient, will be responsible for administering the expenditures of the ARPA Act funds (SLFRF Assistance Listing Number – Hays County ALN 21.027 awarded by United States Department of the Treasury) consistent with the terms and conditions of this Agreement and the Act. As a Subrecipient, the Agency will be responsible for, among other things, determining eligibility for distribution of Federal funds, making programmatic decisions, and taking responsibility for compliance with the ARPA Act and other federal laws.

2.2 Single Audit Act. The Allowable Expenditures are considered to be federal financial assistance subject to the Single Audit Act (31 U.S.C. §§ 7501-7507) and the related provisions of the Uniform Guidance, 2 C.F.R. §§ 200.303 regarding internal controls, §§ 200.330 through 200.332 regarding subrecipient monitoring and management, and subpart F regarding audit requirements. The Agency agrees to comply with the above.

2.3 Allowable Expenditures. The Agency agrees to comply with all applicable federal, state and local laws and regulations governing the expenditure of funds under this Agreement. The Agency shall submit to the County Auditor's office all necessary invoicing and appropriate documentation evidencing expenditures and that said expenditures are Allowable Expenditures. Allowable Expenditures are limited to those expenditures shown on Exhibit "A", attached hereto and incorporated herein. The agency may elect to take the 10% de minimis indirect cost rate allowed

by 2 C.F.R. Part 200. Despite this agreed upon payment, Agency agrees to return to the County the amount representing the prorated amount of the funds unearned if Agency's project progress is insufficient or this agreement is terminated for any reason or if Agency fails in any other respect under this agreement.

2.4 County Audit. The Agency agrees to allow the County to review Agency records to determine their compliance with the terms of this Agreement. Agency, during normal business hours shall allow County reasonable access to its records and books and all other relevant records related to the administrative services provided for in this Agreement.

III.

COUNTY PERFORMANCE REQUIREMENTS

3.1 County Payment Responsibility. After receipt of the Agency's invoices, the County will endeavor to pay the Allowable Expenditures as soon as possible, but in any event no more than once monthly. The County shall have no obligation to pay Agency any Allowable Expenses over $50,000 from ARPA Act Funds.

IV.

ADDITIONAL REQUIREMENTS RELATED TOTHE AMERICAN RESCUE PLAN ACT (ARPA) (A.L.N. 21.027)

4.1 Use of Funds

a. Recipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 603(c) of the Social Security Act (the Act), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.

b. Recipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.

4.2 Scope of Activities; Budget.

a. Activities. The Agency shall provide and administer the ARPA Act activities with the provisions of this Agreement (hereinafter "Activities").

i. Such Activities shall include those activities included in the ARPA Act funds budget attached to this Agreement as Exhibit A.

ii. The Agency shall make no unauthorized changes in the ARPA Act Activities as approved by the County; however, amounts allocated to line items within the total amount of the Budget may be transferred without formal amendment among items upon written request by the Agency and approval by the County. All other changes must be amended in accordance with Section V of this Agreement.

b. Budget. The Agency has submitted for approval to the County a detailed ARPA Act funds budget; which, in its approved form, is attached hereto as Exhibit A (hereinafter "Budget"). The County

and the Agency may mutually agree to revise said budget from time to time in accordance with existing County policies. The County will pay to Agency ARPA Act funds consistent with Agency's Budget and in accordance with applicable County procedures, if any.

Except for lump sum advance payments authorized by the federal regulations and approved by the County, all payments made by Agency will be made for eligible expenses actually incurred and shall not exceed actual cash requirements.

4.3 Period of Performance The period of performance for this award begins on the date hereof and ends on December 31, 2026. As set forth in Treasury's implementing regulations, Recipient may use award funds to cover eligible costs incurred during the period that begins on December 21, 2021, and ends on December 31, 2026.

4.4 Reporting Recipient agrees to comply with any reporting obligations established by Treasury as they relate to this award.

4.5 Payment

a. Amount of Grant. The amount to be paid to the Agency for the provision and administration of Activities under this Agreement shall be the total budget amount included in the ARPA funds budget attached to this contract as Exhibit A, payable as follows: drawdowns for the payment of eligible expenses shall be made upon Exhibit C, reviewed and approved by Hays County Program Manager for eligibility under the ARPA and for compliance with the terms of this Agreement.

b. Vouchers; Voucher Review, Approval and Audit. Payments shall be made to the Agency as a reimbursement and shall be expressly contingent upon (i) the Agency submitting a request on Exhibit C, that (a) states costs of equipment, services, capital expenditures, or other assistance that is used to purchase and install a 200kW generator, (b) certifies that the activities performed and the payment requested are in accordance with the terms of this Agreement, and (c) is accompanied by documentation satisfactory to the County supporting the amount claimed, including, where applicable, contracts, invoices, and canceled checks paid by the Agency during the preceding month, and (ii) review, approval and audit of the Exhibit C by the County Program Manager and/or the County Auditor or his or her duly designated representative (the "Auditor"). Drawdowns for the payment of eligible expenses shall be made against the activities specified herein and in accordance with applicable performance requirements.

4.6 Insurance Payments Funds may be used to pay for Insurance Premiums for Hays County Residents who are uninsured.

4.7 Maintenance of and Access to Records

a. Recipient shall maintain records and financial documents sufficient to evidence compliance with section 603(c) of the Act, Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.

b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Recipient in order to conduct audits or other investigations.

c. Records shall be maintained by Recipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.

4.8 Pre-award Costs. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.

4.9 Administrative Costs Recipient may use funds provided under this award to cover both direct and indirect costs.

4.10 Cost Sharing Cost sharing or matching funds are not required to be provided by Recipient.

4.11 Conflicts of Interest Recipient understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict-of-interest policy is applicable to each activity funded under this award. Recipient and subrecipients must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.

4.12 Compliance with Applicable Law and Regulations

a. Recipient agrees to comply with the requirements of section 603 of the Act, regulations adopted by Treasury pursuant to section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Recipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Recipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.

b. Federal regulations applicable to this award include, without limitation, the following:

i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F - Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.

ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.

iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.

iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.

v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.

vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.

vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.

viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.

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ix. Generally applicable federal environmental laws and regulations.

c. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:

i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;

ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;

iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;

iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and

v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

4.13 Remedial Actions In the event of Recipient's noncompliance with section 603 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 603(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 603(e) of the Act.

4.14 Hatch Act Recipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.

4.15 False Statements Recipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

4.16 Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury."

4.17 Debts Owed the Federal Government

a. Any funds paid to Recipient (1) in excess of the amount to which Recipient is finally determined

to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to section 603(e) of the Act and have not been repaid by Recipient shall constitute a debt to the federal government.

b. Any debts determined to be owed the federal government must be paid promptly by Recipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Recipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.

4.18 Disclaimer

a. The United States expressly disclaims any and all responsibility or liability to Recipient or third persons for the actions of Recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.

b. The acceptance of this award by Recipient does not in any way establish an agency relationship between the United States and Recipient.

4.19 Protections for Whistleblowers.

a. In accordance with 41 U.S.C. § 4712, Recipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.

b. The list of persons and entities referenced in the paragraph above includes the following:

i. A member of Congress or a representative of a committee of Congress;
ii. An Inspector General;
iii. The Government Accountability Office;
iv. A Treasury employee responsible for contract or grant oversight or management;
v. An authorized official of the Department of Justice or other law enforcement agency;
vi. A court or grand jury; or
vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.

c. Recipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

4.20 Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Recipient should encourage its contractors to adopt and enforce on-the- job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

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4.21 Reducing Text Messaging While Driving Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Recipient should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Recipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

V

GENERAL CONDITIONS

5.1. Amendments or Modifications. No amendments or modifications to this Agreement may be made, nor any provision waived, unless in writing signed by a person duly authorized to sign agreements on behalf of each party.

5.2. Relationship of Parties. In performing this Agreement, both the County and Agency will act in an individual capacity, and not as agents, representatives, employees, employers, partners, joint-venturers, or associates of one another. The employees or agents of either party may not be, nor be construed to be, the employees or agents of the other party for any purpose.

5.3. Captions. The captions in this Agreement are for convenience only and are not a part of this Agreement. The captions do not in any way limit or amplify the terms and provisions of this Agreement.

5.4. Venue and Law. Venue for any legal action related to this Agreement is in Hays County, Texas. This Agreement is subject to all legal requirements of County, State and Federal laws, and Agency agrees that it will promptly comply with all such applicable laws, regulations, orders and rules of the State, County and other applicable governmental agencies. This Agreement shall be governed by and construed in accordance with the laws and court decisions of the State of Texas without regard, however, to the conflicts of laws provisions of Texas law.

5.5. Sole Agreement. This Agreement constitutes the sole Agreement between County and Agency. Any prior agreements, promises, negotiations, or representations, verbal or otherwise, not expressly stated in this Agreement, are of no force and effect.

5.6. Termination: This Agreement may be terminated at any time at the option of either party, without future or prospective liability for performance upon giving thirty (30) days written notice thereof.

5.7. Survival of terms of Agreement and obligations of parties. The terms of this Agreement and the obligation of the parties relating to Section 14 shall survive the termination of this Agreement.

5.8. Public Information Act Requirements. The requirements of Subchapter J, Chapter 552, Government Code, may apply to this contract and the Agency agrees that the contract can be terminated if the Agency knowingly or intentionally fails to comply with a requirement of that subchapter.

5.9. Certificate of Interested Parties. Agency agrees to comply with Texas Government Code Section 2252.908, as it may be amended, and to complete Form 1295 "Certificate of Interested Parties" as part of this Agreement if required by said statute.

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5.10 Notices. Notices required by this Agreement are as follows:

County;

County Judge
111 E. San Antonio St., Ste. 300
San Marcos, Texas 78666

and

County Auditor
712 S. Stagecoach Trail, Suite 1071
San Marcos, Texas 78666

Agency:

Maxwell Special Utility District
216 Main Street
Maxwell, Texas 78656
Attention: Robert Karasch

5.11 Procurement. The Parties recognize that Agency's status as a Subrecipient satisfies procurement requirements under 2 C.F.R. Part 200. However, should the laws of the State of Texas also or instead be applied to this Agreement, then the Parties agree that the Hays County Commissioners Court, by way of approving this Agreement, has granted an exemption to competitive procurement pursuant to Texas Local Government Code §262.024(a)(4) and §262.024(a)(2).

(SIGNATURE PAGE FOLLOWS)

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HAYS COUNTY, TEXAS.

By: _____ _____

Ruben Becerra Date

Hays County Judge

ATTEST:

By: _____ _____

Elaine H. Cardenas MBA PhD Date

Maxwell Special Utility District

By: _____ _____

Robert Karasch Date

President

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SUPPLEMENT OF FEDERALLY REQUIRED CONTRACT PROVISIONS PURSUANT TO THE AMERICAN RESCUE PLAN ACT

The County of Hays (the "County") is the recipient of American Rescue Plan Act ("ARPA") funds from the United States Department of the Treasury (the "U.S. Treasury"). The County will be utilizing ARPA funds to pay for eligible expenses incurred under an agreement dated as of November 22, 2022, by and between the Agency and the County (the "Agreement"). Since the County will be utilizing ARPA funds to pay for expenses incurred under the Agreement, the Subrecipient shall comply with the following federally required supplementary conditions (the "Supplementary Conditions") which are hereby incorporated into the Agreement.

Notwithstanding anything to the contrary in the Agreement, except as expressly provided under the terms of these Supplementary Conditions, the terms of these Supplementary Conditions shall be deemed to control in the event of a conflict with other provisions contained in the Agreement. The Subrecipient shall not perform any act, fail to perform any act, or refuse to comply with any County requests that would cause the County to be in violation of these Supplementary Conditions.

SUPPLEMENTARY CONDITIONS

The following terms and conditions apply to the Agreement.

GENERAL CONDITIONS

1. PROVISIONS REQUIRED BY LAW DEEMED INSERTED. Each and every provision of law and clause required by law to be inserted in the Agreement and/or these Supplementary Conditions, including, but not limited to all federal laws, regulations, executive orders, policies, procedures, and directives applicable to the receipt of ARPA funds, shall be deemed to be inserted herein and the Agreement and Supplementary Conditions shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the Agreement and/or Supplementary Conditions shall forthwith be supplemented to make such insertion or correction.

2. STATUTORY AND REGULATORY COMPLIANCE. Subrecipient shall comply with all laws and regulations applicable to the ARPA funds, including but not limited to the applicable Office of Management and Budget Circulars, which may impact the administration of ARPA funds and/or set forth certain cost principles, including the allowability of certain expenses.

3. BREACH OF CONTRACT TERMS. The County reserves its right to all administrative, contractual, or legal remedies, including but not limited to suspension or termination of the Agreement, in instances where the Subrecipient or any of its subcontractors violate or breach any Agreement term. If the Subrecipient or any of its subcontractors violate or breach any Agreement term, they shall be subject to such sanctions and penalties as may be appropriate. The duties and obligations imposed by these Supplementary Conditions and the Agreement and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

4. ADMINISTRATIVE, COST, AUDIT AND PROGRAM REQUIREMENTS. The Subrecipient must comply with the most recent version (unless a specific version is noted) of the Administrative Requirements, Cost Principles, and Audit requirements, and to the extent necessary cooperate and maintain information and documentation to allow County to comply with the applicable regulations governing use of the ARPA funds, including, but not limited to, 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principals, and Audit Requirements for Federal Awards. Failure to do so may result in disallowance of costs upon audit. The Subrecipient, and, if applicable, subcontractors, shall only use ARPA funds for eligible ARPA activities as described under subsection (c)(1) of Section 603 of Title VI of the Social Security Act, as added by Section 9901 of ARPA, Section 35(b) of the ARPA Interim Final Rule (and final rule when effective), and all other applicable laws and regulations governing the use of ARPA funds.

5. RECORDS AND REPORTING REQUIREMENTS. The Subrecipient shall establish and maintain complete records, including accurate books, records, documents, accounts, financial records, supporting documents, statistical records, and all other evidence and records pertinent to performance of work done for the County under the Agreement (the "Records") consistent with generally accepted bookkeeping practices. Subrecipient shall retain the Records in accordance with Section 16 below. The County and any person or entity authorized to conduct an examination shall have access to the Records during normal business hours at an office of the Subrecipient within the County of Hays or, if no such office is available, at a mutually agreeable and reasonable venue within the County of Hays, for the term specified above for the purposes of inspection, auditing and copying. Nothing contained herein shall diminish, or in any way adversely affect, the County's right to discovery in any pending or future litigation. The Subrecipient shall complete and submit all reports, in such form and according to such schedule, as may be required by the County. The Subrecipient shall cooperate with all County efforts to comply with ARPA related requirements and regulations pertaining to recordkeeping and reporting.

6. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the County in any resulting invention in accordance with 37 C.F.R. Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the U.S. Treasury.

7. DEBARMENT AND SUSPENSION. The Agreement is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. As such the Subrecipient is required to verify that the Subrecipient and none of its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935). The Subrecipient must comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction (e.g., subcontract) it enters into. This certification is a material representation of fact relied upon by the County. If it is later determined that the Subrecipient did not comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The Subrecipient agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C throughout the period of the Agreement. The Subrecipient further agrees to include a provision requiring such compliance in its lower tier covered transactions.

8. CONFLICTS OF INTEREST. The Subrecipient shall notify the County as soon as possible if the Agreement or any aspect related to the anticipated work under this Agreement raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Subrecipient shall explain the actual or potential conflict in writing in sufficient detail so that the County is able to assess such actual or potential conflict. The Subrecipient shall provide the County any additional information necessary for the County to fully assess and address such actual or potential conflict of interest. The Subrecipient shall accept any reasonable conflict mitigation strategy employed by the County, including but not limited to the use of an independent subcontractor(s) to perform the portion of work that gives rise to the actual or potential conflict. If requested by

the County, Subrecipient shall sign a certification affirming that it has no conflict of interest arising from performance of work on a specific task.

9. <u>SUBCONTRACTING.</u> The Subrecipient represents to the County that all work shall be performed by personnel experienced in the appropriate and applicable profession and areas of expertise, taking into account the nature of the work to be performed under the Agreement. The Subrecipient will include these Supplementary Conditions in every subcontract issued by it so that such provisions will be binding upon each of its subcontractors as well as the requirement to flow down such terms to all lower-tiered subcontractors.

10. <u>ASSIGNABILITY.</u> The Subrecipient shall not assign any interest in the Agreement, and shall not transfer any interest in the same (whether by assignment or novation) without prior written approval of the County.

11. <u>INDEMNIFICATION.</u> The Subrecipient shall indemnify, defend, and hold harmless the County and their agents and employees from and against any and all claims, actions, suits, charges, and judgments arising from or related to the negligence or willful misconduct of the Subrecipient in the performance of the services called for in the Agreement.

12. <u>TERMINATION.</u> If the Agreement does not include termination provisions elsewhere, the following termination provisions apply:

A. <u>TERMINATION FOR CAUSE (Applicable to contracts exceeding $10,000).</u> If, through any cause, the Subrecipient shall fail to fulfill in a timely and proper manner his obligations under the Agreement, or if the Subrecipient shall violate any of the covenants, agreements, or stipulations of the Agreement, the County shall thereupon have the right to terminate the Agreement by giving written notice to the Subrecipient of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Subrecipient under the Agreement shall, at the option of the County, become the County's property and the Subrecipient shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. Notwithstanding the above, the Subrecipient shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Agreement by the Subrecipient, and the County may withhold any payments to the Subrecipient for the purpose of set-off until such time as the exact amount of damages due the County from the Subrecipient is determined.

B. <u>TERMINATION FOR CONVENIENCE (Applicable to contracts exceeding $10,000).</u> The County may terminate the Agreement at any time by giving at least ten (10) days' notice in writing to the Subrecipient. If the Agreement is terminated by the County as provided herein, the Subrecipient will be paid for the time provided and expenses incurred up to the termination date.

13. <u>LOBBYING (Applicable to Agreements exceeding $100,000).</u> The Subrecipient certifies, to the best of its knowledge and belief, that:

A. No federal appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient, 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 of 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 of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the Subrecipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

C. The Subrecipient shall require that the language of this certification 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 the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352). 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.

15. <u>AUDIT / ACCESS TO RECORDS.</u> The County, U.S. Treasury, the Comptroller General of the United States, the Office of the Hays County Auditor, pertinent federal agencies, and other designated entities, or any of their duly authorized representatives, shall have, at any time and from time to time during normal business hours, access to any work product, books, documents, papers, and records of the Subrecipient which are directly pertinent to the Agreement, for the purpose of inspection, audits, examinations, and making excerpts, copies and transcriptions. Such audits may include review of the Subrecipient's accounting, financial, and reporting practices to determine compliance with the Agreement and reporting requirements; maintenance of accurate and reliable original accounting records in accordance with governmental accounting standards as well as generally accepted accounting principles; and specific compliance with allowable cost and expenditure documentation standards prescribed by applicable federal, State, and County guidelines. The Subrecipient agrees to provide the above referenced entities or their authorized representatives access to construction or other work sites pertaining to the work being completed under the Agreement. The foregoing is not intended to limit the County's right to audit and/or access Subrecipient records that may be provided under the Agreement.

16. <u>MAINTENANCE/RETENTION OF RECORDS.</u> Subrecipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement (collectively, the "Records") (i) for three (3) years from the time of closeout of ARPA funds to the

County that are applicable to the Agreement or for the period provided in other applicable laws and program requirements, such as 2 C.F.R. Part 200, (ii) for six (6) years after the closeout of the Agreement, (iii) for the minimum retention period that may provided under the Agreement, or (iv) as long as required by state law, whichever may be longer.

17. <u>COPYRIGHT.</u> Any creative or literary work developed or commissioned by the Subrecipient with ARPA funding provided by the County under the Agreement shall become the property of the County, entitling the County to assert a copyright therein, unless the parties have expressly agreed otherwise in a written instrument signed by them or if the ARPA funding provisions provide otherwise.

A. If the County shares its right to copyright such work with the Subrecipient, the County and U.S. Treasury reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use: (a) the copyright in any work developed using ARPA funding provided by the County under the Agreement; and (b) any rights of copyright to which the Subrecipient, sub-Subrecipient, or a Subrecipient purchases ownership with ARPA funding support provided by the County under the Agreement.

B. The Subrecipient shall submit one copy of all reports and publications resulting from the Agreement to the County within thirty (30) calendar days of completion. Any document generated pursuant to the ARPA funding must contain the following language:

   "This project was supported by ARPA funding administered by the County of Hays, Texas and the U.S. Department of the Treasury. Points of view in this document are those of the author and do not necessarily represent the official position or policies of the County of Hays, New York or the U.S. Department of the Treasury."

18. <u>COUNTY SEAL, LOGO, AND FLAGS.</u> The Subrecipient shall not use the County seal(s), logos, crests, or reproductions of flags or likenesses of County agency officials without specific County pre-approval.

19. <u>NO OBLIGATION BY FEDERAL GOVERNMENT.</u> The Federal Government is not a party to the Agreement or these Supplementary Conditions and is not subject to any obligations or liabilities to the County, Subrecipient, or any other party pertaining to any matter resulting from the Agreement.

20. <u>PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.</u> The Subrecipient acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Subrecipient's actions pertaining to the Agreement.

21. <u>PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.</u>

A. The Subrecipient and/or applicable subcontractor is prohibited from obligating or expending loan or grant funds to:

1. procure or obtain;

2. extend or renew a contract to procure or obtain; or

3. enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115–232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

    I. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

    II. Telecommunications or video surveillance services provided by such entities or using such equipment.

    III. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

B. In implementing the prohibition under Public Law 115–232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

C. The Subrecipient and/or applicable subcontractor's attention is directed to Public Law 115–232, section 889 for additional information.

D. The Subrecipient and/or applicable subcontractor's attention is directed to 2 CFR § 200.471.

22. <u>DOMESTIC PREFERENCES FOR PROCUREMENTS.</u>

A. As appropriate and to the extent consistent with law, the Subrecipient and applicable subcontractors should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

B. For purposes of this section:

1. "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

2. ''Manufactured products'' means items and construction materials composed in whole or in part of nonferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

<u>CIVIL RIGHTS AND DIVERSITY PROVISIONS</u>

23. <u>SMALL AND MINORITY FIRMS, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS.</u> The Subrecipient will comply with the small and minority firms, women's business enterprise, and labor surplus area requirements as set forth at 2 C.F.R. Part 200. Subrecipient will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of the Agreement. As used in these Supplementary Conditions, the terms "small business" means a business that meets the criteria set forth in Section 3(a) of the Small Business Act, as amended (15 U.S.C. § 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed, or Spanish-heritage Americans, Asian-Americans, and American Indians. The County may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

The Subrecipient will take necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used in subcontracting when possible. Steps include:

A. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

B. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

C. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;

D. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises; and

E. Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce.

24. TITLES VI AND VIII OF THE CIVIL RIGHTS ACT OF 1964 AND EXECUTIVE ORDER 11063. The Subrecipient shall comply with the provisions of Titles VI and VIII of the Civil Rights Act of 1964 and with Executive Order 11063. No person shall, on the grounds of race, color, religion, sex, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. No person shall, on the grounds of race, color, religion, sex, or national origin, be discriminated against in the sale, rental, or financing of dwellings. To the extent that any such sale, lease or other transfer of land shall occur, Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, will not itself so discriminate.

25. SECTION 504 OF THE REHABILITATION ACT OF 1973 AND THE AMERICANS WITH DISABILITIES ACT OF 1990. The Subrecipient shall comply with section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), as amended, and any applicable regulations, and with the Americans with Disabilities Act of 1990 (42 U.S.C. § 126), as amended, and any applicable regulations. The Subrecipient agrees that no qualified individual with handicaps shall, solely on the basis of handicap, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity that receives federal financial assistance.

26. AGE DISCRIMINATION ACT OF 1975. The Subrecipient shall comply with the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.), as amended, and any applicable regulations. No person in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity receiving federal financial assistance.

27. NONDISCRIMINATION. The Subrecipient shall comply with all federal, state, and local statutory, regulatory and constitutional non-discrimination provisions. Except as otherwise provided under 41 CFR Part 60, if the Agreement meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3, the Subrecipient shall comply with and must include in each non-exempt subcontract the following equal opportunity clause provided under 41 CFR

§ 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor":

A. The Subrecipient will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Subrecipient will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Subrecipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

B. The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

C. The Subrecipient will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Subrecipient's legal duty to furnish information.

D. The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Subrecipient's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

E. The Subrecipient will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

F. The Subrecipient will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of

Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

G. In the event of the Subrecipient's noncompliance with the nondiscrimination clauses of these Supplementary Conditions or with any of the said rules, regulations, or orders, the Agreement may be canceled, terminated, or suspended in whole or in part and the Subrecipient may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

H. The Subrecipient will include the portion of the sentence immediately preceding paragraph (A) and the provisions of paragraphs (A) through (H) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Subrecipient will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance; *provided*, however, that in the event a Subrecipient becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Subrecipient may request the United States to enter into such litigation to protect the interests of the United States.

With respect to construction contracts and subcontracts exceeding $10,000, The Subrecipient shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967; Executive Order 11478 of August 8, 1969; Executive Order 12107 of December 28, 1978; Executive Order 12086 of October 5, 1978; and as supplemented in Department of Labor regulations (41 C.F.R. Part 60). Subrecipient shall include the following specifications, which are required pursuant to 41 C.F.R. 60-4.3 in all Federal and federally assisted construction contracts in excess of $10,000 to be performed in geographical areas designated by the Director (as such term is defined below) pursuant to and as referenced in 41 C.F.R. 60-4.6 and in construction subcontracts in excess of $10,000 necessary in whole or in part to the performance of nonconstruction Federal contracts and subcontracts covered under the Executive Order 11246. For the purposes of the Equal Opportunity Construction Contract Specifications and Clause below, the term "Construction Work" means the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.

29. <u>SECTION 503 OF THE REHABILITATION ACT OF 1973 (Applicable to contracts exceeding $10,000).</u> The Subrecipient shall comply with section 503 of the Rehabilitation Act of 1973 (29 U.S.C. § 793), as amended, and any applicable regulations.

A. The Subrecipient will not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The Subrecipient agrees to take affirmative action to employ, advance in employment and otherwise treat qualified individuals with disabilities without discrimination based on their physical or mental disability in all employment practices, including the following:

    1. Recruitment, advertising, and job application procedures;
    2. Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring;
    3. Rates of pay or any other form of compensation and changes in compensation;
    4. Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;
    5. Leaves of absence, sick leave, or any other leave;
    6. Fringe benefits available by virtue of employment, whether or not administered by the Subrecipient;
    7. Selection and financial support for training, including apprenticeship, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;
    8. Activities sponsored by the Subrecipient including social or recreational programs; and
    9. Any other term, condition, or privilege of employment.

B. The Subrecipient agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Rehabilitation Act of 1973.

C. In the event of the Subrecipient's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Rehabilitation Act of 1973.

D. The Subrecipient agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Deputy Assistant Secretary for Federal Contract Compliance Programs, provided by or through the contracting officer. Such notices shall state the rights of applicants and employees as well as the Subrecipient's obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants with disabilities. The Subrecipient must ensure that applicants and employees with disabilities are informed of the contents of the notice (e.g., the Subrecipient may have the notice read to a visually disabled individual, or may lower the posted notice so that it might be read by a person in a wheelchair).

E. The Subrecipient will notify each labor organization or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Subrecipient is bound by the terms of section 503 of the Rehabilitation Act of 1973, as

amended, and is committed to take affirmative action to employ and advance in employment individuals with physical or mental disabilities.

F. The Subrecipient will include the provisions of this clause in every subcontract or purchase order in excess of $10,000, unless exempted by the rules, regulations, or orders of the Secretary issued pursuant to section 503 of the Rehabilitation Act of 1973, as amended, so that such provisions will be binding upon each subcontractor or vendor. The Subrecipient will take such action with respect to any subcontract or purchase order as the Deputy Assistant Secretary for Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

Exhibit C

SAMPLE INVOICE

Hays County CONTRACT EXPENDITURE REPORT

Report Period: JANUARY 2023 Invoice Number: **01**

Agency: **Maxwell Special Utility District** Program:

Agency contact: Justin Ivicic **512-357-6253** Current contract term:

E-mail: gm@maxwellsud.com

Line	Approved Budget		Actual Expenditures & Balance		
	Item	**Approved Budget**	**Programmatic Expenditures**	**Cumulative Expenditures**	**Budget Balance**
	PERSONNEL				
1	Salaries	$0.00	$0.00	$0.00	$0.00
2	Finge Benefits	$0.00	$0.00	$0.00	$0.00
3	***SUBTOTAL PERSONNEL***	**$0.00**	**$0.00**	**$0.00**	**$0.00**
	OPERATIONS				
4	Professional Services	$0.00	$0.00	$0.00	$0.00
5	Equipment	$25,000.00	$0.00	$0.00	$25,000.00
6	Supplies	$0.00	$0.00	$0.00	$0.00
7	Contractual Services	$25,000.00	$0.00	$0.00	$25,000.00
8	Rent/Utilities	$0.00	$0.00	$0.00	$0.00
9	Department Specific Costs	$0.00	$0.00	$0.00	$0.00
10		$0.00	$0.00	$0.00	$0.00
11		$0.00	$0.00	$0.00	$0.00
12		$0.00	$0.00	$0.00	$0.00
13		$0.00	$0.00	$0.00	$0.00
14		$0.00	$0.00	$0.00	$0.00
15		$0.00	$0.00	$0.00	$0.00
16		$0.00	$0.00	$0.00	$0.00
17		$0.00	$0.00	$0.00	$0.00
18		$0.00	$0.00	$0.00	$0.00
19		$0.00	$0.00	$0.00	$0.00
20	***SUBTOTAL OPERATIONS***	**$50,000.00**	**$0.00**	**$0.00**	**$50,000.00**
21	***Personnel and Operations Subtotal***	**$50,000.00**	**$0.00**	**$0.00**	**$50,000.00**
	INDIRECT COST				
22	Administration - 10% de minimus	$0.00	$0.00	$0.00	$5,000.00
23	***SUBTOTAL Indirect Cost***	**$0.00**	**$0.00**	**$0.00**	**$5,000.00**
24	**PAYMENT REQUEST**				
25	**TOTALS**	**$50,000.00**	**$0.00**	**$0.00**	**$55,000.00**

Preparer's Signature: _____ **Date:** _____

Authorized Signature: _____ **Date:** _____

APH USE ONLY:

Reviewed & approved by: _____ Date: _____

2022

HCTX113_Maxwell Special Utility District

HAYS COUNTY ARPA SLFRF PROJECT

HCTX113_Maxwell Special Utility District

1 Maxwell Special Utility District Overview 2
1.1 Designating a Necessary Investment in Water and Sewer Infrastructure 2
1.2 Designing a Necessary Investment In Water and Sewer Infrastructure 3
1.3 Program Summary 4
2 Comparative Analysis 4
2.1 Reasonableness & Proportionality 4
3 Eligibility 5
3.1 Final Rule 5
3.2 Capital Expenditure 5
3.3 Special-Purpose Units of Government 5

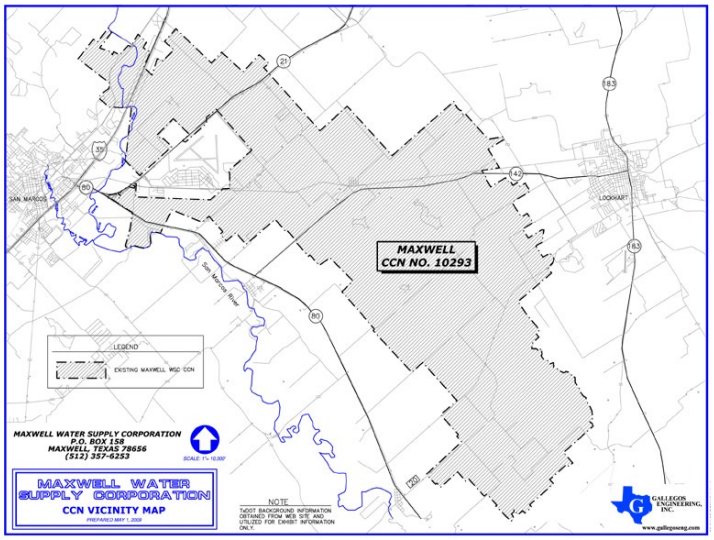
DRAFT

1 MAXWELL SPECIAL UTILITY DISTRICT OVERVIEW

1.1 DESIGNATING A NECESSARY INVESTMENT IN WATER AND SEWER INFRASTRUCTURE

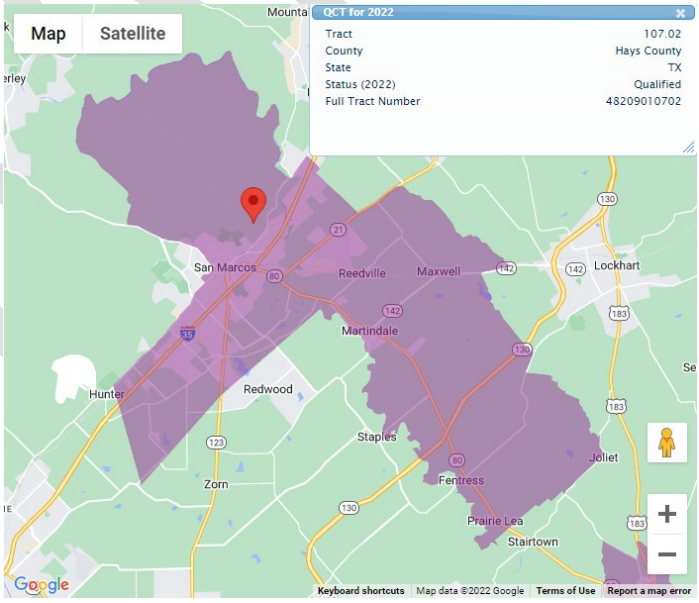
Maxwell Special Utility District (Maxwell SUD) was created pursuant to Texas Senate Bill 1422, 86th Legislature, R.S. (2019), further codified in Texas Special District Local Laws Code Chapter 7222, enacted under the authority granted to the Texas Legislature in Texas Constitution article XVI Section 59. Prior to that date Maxwell SUD operated as a Water Supply Corporation. Maxwell SUD was organized to furnish potable water and wastewater utility services. Maxwell SUD is managed by a Board of Directors consisting of nine members elected by voters residing in Maxwell SUD's boundaries. Maxwell SUD serves customers in Hays and Caldwell counties.

Figure 2:Maxwell SUD CNN Map



The mission of Maxwell SUD is to provide safe, high quality water services to their community of about 7,203 metered residents, while maintaining a standard of excellence in customer service and environmental conservation. The geographic area identified in their Certificate of Convenience and Necessity (CNN) begins just West of I35 encapsulating the Northeast borders of the City of San Marcos with the majority contained within the boundaries of State Highways 21, 80, and 183 to the North, West, and East, respectively. Almost the entirety of this service area is part of Qualified Census Tract (QCT) 107.02.

Figure 1: QCT 107.02



In February of 2021 Winter Storm Uri had a statewide and regional impact, more than 200,000 people in Texas live in areas where water systems were completely non-operational. In addition to equipment problems, demand for electricity in Texas hit a record 69,692 megawatts (MW) on February 14 — 3,200 MW higher than the previous record set in January 2018 and 12,329 MW higher than its current

capacity.[1] [2] The Electric Reliability Council of Texas (ERCOT) initiated rotating outages at 1:25am on February 15.[3] However, a retrospective Houston Chronicle article a year later said peak demand was even higher: 76,819 megawatts on Feb. 16, 2021.[4]

The rotating outages prevented electricity demand from overwhelming the grid, a scenario which could have caused equipment to catch fire and power lines to go down, potentially resulting in a much more severe blackout.[5] At the peak, over 5 million people in Texas were without power,[6] with 11 million experiencing an outage at some point,[7] some for more than 3 days.[8]

As a result of Uri's impact, the State of Texas passed State Bill 3 (SB3) of the 87th Legislature (2021-2022). To prepare Texas' critical infrastructure for extreme weather emergencies, SB 3 requires water utilities to develop and implement emergency preparedness plans to keep their services operating during an extended power outage.[9]

1.2 Designing a Necessary Investment In Water and Sewer Infrastructure

Water utilities, like Maxwell SUD, have multiple options for meeting the requirements of SB 3, including backup generators, alternate power sources, redundant interconnectivity between pressure zones and increased levels of storage, as well as options for water demand management strategies.

According to the SLFRF guidance, "[A] 'necessary' investment in infrastructure must be:

(1) responsive to an identified need to achieve or maintain an adequate minimum level of service, which may include a reasonable projection of increased need, whether due to population growth or otherwise,
(2) a cost-effective means for meeting that need, taking into account available alternatives, and
(3) for investments in infrastructure that supply drinking water in order to meet projected population growth, projected to be sustainable over its estimated useful life."[10]

SB3 identified the need for investment in water infrastructure and Maxwell SUD has identified a cost-effective means for meeting that need. They provided a proposal of $134,327 from a contractor to perform the following scope of work:

- Install Generator Pad
- Provide and Install 200kw Generator
- Provide and Install Conduit and Wire for Generator Power
- Provide and Install Control Circuit for Generator

[1] Hourly Load Data Archives. ercot.com
[2] Texas' power grid set a new winter peak demand record Sunday evening
[3] ERCOT calls for rotating outages as extreme winter weather forces generating units offline
[4] Houston Chronicle, How devastating was 2021's deadly Texas freeze, exactly? Here's what the numbers say
[5] Texas was 'seconds and minutes' away from catastrophic monthslong blackouts, officials say - Texas Tribune.
[6] Millions in Texas without power as deadly storm brings snow, freezing weather - NBC News.
[7] The Texas Electric Grid Failure Was a Warm-up". Texas Monthly
[8] 'It's Life And Death': Texans Still Without Power As Nation Faces More Winter Storms - NPR.
[9] New Law Sets Early 2022 Deadline for All Texas Water Utilities
[10] Overview

Hays County would be able to implement Maxwell SUD's emergency preparedness plans to keep their services operating during an extended power outage through a Subrecipient Agreement. The award to Maxwell SUD is $50,000. Caldwell County will provide an additional $50,000 and the remaining $34,327 will be paid by Maxwell SUD.

1.3 Program Summary

Through a subrecipient agreement for the amount of $50,000, Maxwell SUD would be able to obtain the 200kw generator needed to meet the requirements of SB3. This necessary investment in water infrastructure is a cost-effective means of keeping their services operating during extended power outages.

As the subrecipient, Maxwell SUD, will be responsible for collecting and managing all eligibility documentation. The subrecipient agreement ensures access to Maxwell SUD's records pertaining to this program. Audits will be performed by the Hays County Auditor to determine compliance with program requirements. Oversight of spending and program progress will be monitored through submission of Maxwell SUD's reporting.

2 Comparative Analysis

2.1 Reasonableness & Proportionality

Documents are supplied that show that 200 kW generator can cost upwards of $92,000 depending on numerous factors. Table 1 show a range of prices from multiple manufacturers.

Table 1: 200 kW Generator Prices

Manufacturer	kW	Cost
Briggs & Stratton	200	$81,143
Generac	200	$92,021
Gillette	200	$68,512
Taylor	200	$76,271
Average		**$79,487**

The installation of the generator on site requires additional costs. Some common cost estimates are displayed in Table 2.

Table 2: Common Additional Installation Cost Estimates

Item/Description	Cost
60 and 25 square foot support slabs	$14,733
Transfer Switch	$15,733
Electrical Improvements	$37,233
Propane Tank Installation and Improvements	$27,233
Installation	$14,233
Contingency	$8,070
Total	**$117,235**

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The average costs of a 200kW generator and the estimates for installation costs combine to yield a cost of $196,722. The price quoted by Alterman to Maxwell SUD for a 200kW field generator and pad was $134,217. This cost is determined to be reasonable.

3 ELIGIBILITY

3.1 FINAL RULE[11]

A recipient may use funds to make necessary investments in water and sewer infrastructure:

Projects eligible under EPA's Drinking Water State Revolving Fund (DWSRF).

3.1.1 DWSRF

Under the DWSRF Examples of Other Capital Projects, large capital equipment purchases, such as stand-by power generators and associated accessories are an eligible expense.[12]

3.2 CAPITAL EXPENDITURE

If a project has total capital expenditures of less than $1 million and the use is enumerated by Treausry as eligible, then no written justification is required.[13]

Treasury has also indicated in its reporting guidance that recipients will only need to provide documentation of wages and labor standards for capital expenditure projects and infrastructure projects over $10 million.[14]

3.3 SPECIAL-PURPOSE UNITS OF GOVERNMENT[15]

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.

[11] 31 CFR 35.6(e)
[12] DWSRF Eligibility Handbook
[13] Final Rule (b) Capital Expenditures
[14] Coronavirus State and Local Fiscal Recovery Funds Final Rule: Frequently Asked Questions 6.15|July 27, 2022
[15] Coronavirus State and Local Fiscal Recovery Funds Final Rule: Frequently Asked Questions 1.3|July 27, 2022

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Date: 12/06/2022
Requested By:
Sponsor: Commissioner Jones

Agenda Item
Presentation by Ardurra regarding use of American Rescue Plan Act (ARPA) funds for Hays County Food Bank. **JONES**

Summary

Attachments

ARPA Draft Agreement - Hays County Food Bank
Exhibit B - Supplemental Conditions
Exhibit C - Sample Expenditure Report
Food Bank Draft PW

HAYS COUNTY SOCIAL SERVICE FUNDING AGREEMENT
WITH HAYS COUNTY FOOD BANK, INC.

This Social Service Funding Agreement ("the Agreement"), is made by and between **Hays County, Texas** (the "County") located at 712 S. Stagecoach Trial, Suite 1071, Texas 78666, and the **Hays County Food Bank, Inc.** (the "Agency"), a non-profit corporation, located at 220 Herndon Street, San Marcos, Texas 78666.

RECITALS

WHEREAS, on March 13, 2020, a Declaration of State of Disaster was issued by Governor Abbott certifying that the novel coronavirus (COVID-19), which has been recognized globally as a contagious respiratory virus, posed an imminent threat of disaster for all counties in Texas; and

WHEREAS, on April 12, 2020, Governor Abbott determined that that state of disaster continues to exist due to COVID-19 and issued a Proclamation renewing the disaster declaration for all counties; and

WHEREAS, on May 12, 2020, Governor Abbott determined that the state of disaster continues to exist due to COVID-19 and issued a Proclamation further renewing the disaster declaration for all counties; and

WHEREAS, as a result of COVID-19 and the response measures taken, the Agency is in need of assistance to meet the additional needs and services of the community, specifically funds to hire a consultant, perform a feasibility study, and construct a facility to address increased food insecurity in Hays County; and

WHEREAS, the Agency would like to request funding from the County made available under Sections 602(b) and 603(b) of the Social Security Act (the Act) as added by section 9901 of the American Rescue Plan Act ("ARPA Act");

WHEREAS, the County seeks to implement funding derived from the ARPA Act after March 2, 2021 in order to maximize benefits for Hays County residents; and

WHEREAS, the County desires to engage the Agency as a subrecipient to assist the County in utilizing the ARPA Act funds.

NOW, THEREFORE, WITNESSETH:

Recitals. The recitals to this Agreement are hereby incorporated for all purposes.

1. **Effective Date.** The effective date of this Agreement ("Effective Date") is the date this Agreement has been finally approved by the County. Agency understands that this Agreement is dependent upon the approval of the County.

2. **Term.** The initial term of this Agreement is from the Effective Date to provide ARPA Act funding through December 31, 2024. Unless terminated by either party pursuant to paragraph 4.6, the Agreement will automatically renew for purposes of administering ARPA Act Funds, until December 31, 2024. After 2024, the contract must be revisited by County's governing body.

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I.

GENERAL OVERVIEW

1.1 Purpose. The County has in good faith determined that this Agreement serves a public purpose. This public purpose includes, but is not limited to, the Agency's efforts to meet the additional needs and services of the community, specifically staffing costs, unemployment insurance costs, professional fees, additional contract services, supplies and related equipment and additional financial assistance, all incurred due to the impact of COVID-19 or in the delivery of public health and safety operations for Hays County residents.

1.2 Use of Funds. The Agency understands that the funds provided to it by the County will be used solely for the program services as more particularly described in Exhibit "A", attached hereto and incorporated herein ("Allowable Expenditures").

1.3 Distribution of ARPA Act Funds. The County will pay ARPA Act funds during the period that begins on the Effective Date and ends on December 31, 2024. All funding will comply with ARPA program guidelines and services described in Exhibit A as attached.

The Agency agrees to accept the not to exceed amount of $1,188,000 that will be disbursed from ARPA Act Funds.

II.

AGENCY PERFORMANCE REQUIREMENTS

2.1 Subrecipient Status. The County and the Agency agree that the Agency is a Subrecipient as described in 2 C.F.R. §§ 200.93. A Subrecipient is a non-Federal agency that receives a subaward from a pass-through entity to carry out a part of a Federal program. The Agency, as a subrecipient, will be responsible for administering the expenditures of the ARPA Act funds (SLFRF Assistance Listing Number – Hays County ALN 21.027 awarded by United States Department of the Treasury) consistent with the terms and conditions of this Agreement and the Act. As a Subrecipient, the Agency will be responsible for, among other things, determining eligibility for distribution of Federal funds, making programmatic decisions, and taking responsibility for compliance with the ARPA Act and other federal laws.

2.2 Single Audit Act. The Allowable Expenditures are considered to be federal financial assistance subject to the Single Audit Act (31 U.S.C. §§ 7501-7507) and the related provisions of the Uniform Guidance, 2 C.F.R. §§ 200.303 regarding internal controls, §§ 200.330 through 200.332 regarding subrecipient monitoring and management, and subpart F regarding audit requirements. The Agency agrees to comply with the above.

2.3 Allowable Expenditures. The Agency agrees to comply with all applicable federal, state and local laws and regulations governing the expenditure of funds under this Agreement. The Agency shall submit to the County Auditor's office all necessary invoicing and appropriate documentation evidencing expenditures and that said expenditures are Allowable Expenditures. Allowable Expenditures are limited to those expenditures shown on Exhibit "A", attached hereto and incorporated herein. The agency may elect to take the 10% de minimis indirect cost rate allowed by 2 C.F.R. Part 200. Despite this agreed upon payment, Agency agrees to return to the County the

amount representing the prorated amount of the funds unearned if Agency's project progress is insufficient or this agreement is terminated for any reason or if Agency fails in any other respect under this agreement.

2.4 County Audit. The Agency agrees to allow the County to review Agency records to determine their compliance with the terms of this Agreement. Agency, during normal business hours shall allow County reasonable access to its records and books and all other relevant records related to the administrative services provided for in this Agreement.

III.

COUNTY PERFORMANCE REQUIREMENTS

3.1 County Payment Responsibility. After receipt of the Agency's invoices, the County will endeavor to pay the Allowable Expenditures as soon as possible, but in any event no more than once monthly. The County shall have no obligation to pay Agency any Allowable Expenses over $50,000 from ARPA Act Funds.

IV.

ADDITIONAL REQUIREMENTS RELATED TOTHE AMERICAN RESCUE PLAN ACT (ARPA) (A.L.N. 21.027)

4.1 Use of Funds

a. Recipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 603(c) of the Social Security Act (the Act), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.

b. Recipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.

4.2 Scope of Activities; Budget.

a. Activities. The Agency shall provide and administer the ARPA Act activities with the provisions of this Agreement (hereinafter "Activities").

i. Such Activities shall include those activities included in the ARPA Act funds budget attached to this Agreement as Exhibit A.

ii. The Agency shall make no unauthorized changes in the ARPA Act Activities as approved by the County; however, amounts allocated to line items within the total amount of the Budget may be transferred without formal amendment among items upon written request by the Agency and approval by the County. All other changes must be amended in accordance with Section V of this Agreement.

b. Budget. The Agency has submitted for approval to the County a detailed ARPA Act funds budget; which, in its approved form, is attached hereto as Exhibit A (hereinafter "Budget"). The County and the Agency may mutually agree to revise said budget from time to time in accordance with

existing County policies. The County will pay to Agency ARPA Act funds consistent with Agency's Budget and in accordance with applicable County procedures, if any.

Except for lump sum advance payments authorized by the federal regulations and approved by the County, all payments made by Agency will be made for eligible expenses actually incurred and shall not exceed actual cash requirements.

4.3 Period of Performance The period of performance for this award begins on the date hereof and ends on December 31, 2026. As set forth in Treasury's implementing regulations, Recipient may use award funds to cover eligible costs incurred during the period that begins on December 21, 2021, and ends on December 31, 2026.

4.4 Reporting Recipient agrees to comply with any reporting obligations established by Treasury as they relate to this award.

4.5 Payment

a. Amount of Grant. The amount to be paid to the Agency for the provision and administration of Activities under this Agreement shall be the total budget amount included in the ARPA funds budget attached to this contract as Exhibit A, payable as follows: drawdowns for the payment of eligible expenses shall be made upon Exhibit C, reviewed and approved by Hays County Program Manager for eligibility under the ARPA and for compliance with the terms of this Agreement.

b. Vouchers; Voucher Review, Approval and Audit. Payments shall be made to the Agency as a reimbursement and shall be expressly contingent upon (i) the Agency submitting a request on Exhibit C, that (a) states costs of equipment, services, capital expenditures, or other assistance that is used to hire a consultant, perform a feasibility study, and construct a facility to address increased food insecurity in Hays County, (b) certifies that the activities performed and the payment requested are in accordance with the terms of this Agreement, and (c) is accompanied by documentation satisfactory to the County supporting the amount claimed, including, where applicable, contracts, invoices, labor reporting, and canceled checks paid by the Agency during the preceding month, and (ii) review, approval and audit of the Exhibit C by the County Program Manager and/or the County Auditor or his or her duly designated representative (the "Auditor"). Drawdowns for the payment of eligible expenses shall be made against the activities specified herein and in accordance with applicable performance requirements.

4.6 Insurance Payments Funds may be used to pay for Insurance Premiums for Hays County Residents who are uninsured.

4.7 Maintenance of and Access to Records

a. Recipient shall maintain records and financial documents sufficient to evidence compliance with section 603(c) of the Act, Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.

b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Recipient in order to conduct audits or other investigations.

c. Records shall be maintained by Recipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.

4.8 Pre-award Costs. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.

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4.9 Administrative Costs Recipient may use funds provided under this award to cover both direct and indirect costs.

4.10 Cost Sharing Cost sharing or matching funds are not required to be provided by Recipient.

4.11 Conflicts of Interest Recipient understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict-of-interest policy is applicable to each activity funded under this award. Recipient and subrecipients must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.

4.12 Compliance with Applicable Law and Regulations

a. Recipient agrees to comply with the requirements of section 603 of the Act, regulations adopted by Treasury pursuant to section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Recipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Recipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.

b. Federal regulations applicable to this award include, without limitation, the following:

i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F - Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.

ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.

iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.

iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.

v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.

vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.

vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.

viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.

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ix. Generally applicable federal environmental laws and regulations.

c. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:

i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;

ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;

iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;

iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and

v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

4.13 Remedial Actions In the event of Recipient's noncompliance with section 603 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 603(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 603(e) of the Act.

4.14 Hatch Act Recipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.

4.15 False Statements Recipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

4.16 Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury."

4.17 Debts Owed the Federal Government

a. Any funds paid to Recipient (1) in excess of the amount to which Recipient is finally determined

to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to section 603(e) of the Act and have not been repaid by Recipient shall constitute a debt to the federal government.

b. Any debts determined to be owed the federal government must be paid promptly by Recipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Recipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.

4.18 Disclaimer

a. The United States expressly disclaims any and all responsibility or liability to Recipient or third persons for the actions of Recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.

b. The acceptance of this award by Recipient does not in any way establish an agency relationship between the United States and Recipient.

4.19 Protections for Whistleblowers.

a. In accordance with 41 U.S.C. § 4712, Recipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.

b. The list of persons and entities referenced in the paragraph above includes the following:

i. A member of Congress or a representative of a committee of Congress;
ii. An Inspector General;
iii. The Government Accountability Office;
iv. A Treasury employee responsible for contract or grant oversight or management;
v. An authorized official of the Department of Justice or other law enforcement agency;
vi. A court or grand jury; or
vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.

c. Recipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

4.20 Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Recipient should encourage its contractors to adopt and enforce on-the- job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

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4.21 Reducing Text Messaging While Driving Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Recipient should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Recipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

V

GENERAL CONDITIONS

5.1. Amendments or Modifications. No amendments or modifications to this Agreement may be made, nor any provision waived, unless in writing signed by a person duly authorized to sign agreements on behalf of each party.

5.2. Relationship of Parties. In performing this Agreement, both the County and Agency will act in an individual capacity, and not as agents, representatives, employees, employers, partners, joint-venturers, or associates of one another. The employees or agents of either party may not be, nor be construed to be, the employees or agents of the other party for any purpose.

5.3. Captions. The captions in this Agreement are for convenience only and are not a part of this Agreement. The captions do not in any way limit or amplify the terms and provisions of this Agreement.

5.4. Venue and Law. Venue for any legal action related to this Agreement is in Hays County, Texas. This Agreement is subject to all legal requirements of County, State and Federal laws, and Agency agrees that it will promptly comply with all such applicable laws, regulations, orders and rules of the State, County and other applicable governmental agencies. This Agreement shall be governed by and construed in accordance with the laws and court decisions of the State of Texas without regard, however, to the conflicts of laws provisions of Texas law.

5.5. Sole Agreement. This Agreement constitutes the sole Agreement between County and Agency. Any prior agreements, promises, negotiations, or representations, verbal or otherwise, not expressly stated in this Agreement, are of no force and effect.

5.6. Termination: This Agreement may be terminated at any time at the option of either party, without future or prospective liability for performance upon giving thirty (30) days written notice thereof.

5.7. Survival of terms of Agreement and obligations of parties. The terms of this Agreement and the obligation of the parties relating to Section 14 shall survive the termination of this Agreement.

5.8. Public Information Act Requirements. The requirements of Subchapter J, Chapter 552, Government Code, may apply to this contract and the Agency agrees that the contract can be terminated if the Agency knowingly or intentionally fails to comply with a requirement of that subchapter.

5.9. Certificate of Interested Parties. Agency agrees to comply with Texas Government Code Section 2252.908, as it may be amended, and to complete Form 1295 "Certificate of Interested Parties" as part of this Agreement if required by said statute.

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5.10 Notices. Notices required by this Agreement are as follows:

County;

County Judge
111 E. San Antonio St., Ste. 300
San Marcos, Texas 78666

and

County Auditor
712 S. Stagecoach Trail, Suite 1071
San Marcos, Texas 78666

Agency:

Hays County Food Bank, Inc.
220 Herndon Street
San Marcos, Texas 78666
Attention: Jamie Lee Case

5.11 Procurement. The Parties recognize that Agency's status as a Subrecipient satisfies procurement requirements under 2 C.F.R. Part 200. However, should the laws of the State of Texas also or instead be applied to this Agreement, then the Parties agree that the Hays County Commissioners Court, by way of approving this Agreement, has granted an exemption to competitive procurement pursuant to Texas Local Government Code §262.024(a)(4) and §262.024(a)(2).

(SIGNATURE PAGE FOLLOWS)

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HAYS COUNTY, TEXAS.

By: _____ _____

Ruben Becerra Date

Hays County Judge

ATTEST:

By: _____ _____

Elaine H. Cardenas MBA PhD Date

Hays County Food Bank, Inc.

By: _____ _____

Jamie Lee Case Date

President

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SUPPLEMENT OF FEDERALLY REQUIRED CONTRACT PROVISIONS PURSUANT TO THE AMERICAN RESCUE PLAN ACT

The County of Hays (the "County") is the recipient of American Rescue Plan Act ("ARPA") funds from the United States Department of the Treasury (the "U.S. Treasury"). The County will be utilizing ARPA funds to pay for eligible expenses incurred under an agreement dated as of November 22, 2022, by and between the Agency and the County (the "Agreement"). Since the County will be utilizing ARPA funds to pay for expenses incurred under the Agreement, the Subrecipient shall comply with the following federally required supplementary conditions (the "Supplementary Conditions") which are hereby incorporated into the Agreement.

Notwithstanding anything to the contrary in the Agreement, except as expressly provided under the terms of these Supplementary Conditions, the terms of these Supplementary Conditions shall be deemed to control in the event of a conflict with other provisions contained in the Agreement. The Subrecipient shall not perform any act, fail to perform any act, or refuse to comply with any County requests that would cause the County to be in violation of these Supplementary Conditions.

SUPPLEMENTARY CONDITIONS

The following terms and conditions apply to the Agreement.

GENERAL CONDITIONS

1. PROVISIONS REQUIRED BY LAW DEEMED INSERTED. Each and every provision of law and clause required by law to be inserted in the Agreement and/or these Supplementary Conditions, including, but not limited to all federal laws, regulations, executive orders, policies, procedures, and directives applicable to the receipt of ARPA funds, shall be deemed to be inserted herein and the Agreement and Supplementary Conditions shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the Agreement and/or Supplementary Conditions shall forthwith be supplemented to make such insertion or correction.

2. STATUTORY AND REGULATORY COMPLIANCE. Subrecipient shall comply with all laws and regulations applicable to the ARPA funds, including but not limited to the applicable Office of Management and Budget Circulars, which may impact the administration of ARPA funds and/or set forth certain cost principles, including the allowability of certain expenses.

3. BREACH OF CONTRACT TERMS. The County reserves its right to all administrative, contractual, or legal remedies, including but not limited to suspension or termination of the Agreement, in instances where the Subrecipient or any of its subcontractors violate or breach any Agreement term. If the Subrecipient or any of its subcontractors violate or breach any Agreement term, they shall be subject to such sanctions and penalties as may be appropriate. The duties and obligations imposed by these Supplementary Conditions and the Agreement and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

4. ADMINISTRATIVE, COST, AUDIT AND PROGRAM REQUIREMENTS. The Subrecipient must comply with the most recent version (unless a specific version is noted) of the Administrative Requirements, Cost Principles, and Audit requirements, and to the extent necessary cooperate and maintain information and documentation to allow County to comply with the applicable regulations governing use of the ARPA funds, including, but not limited to, 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principals, and Audit Requirements for Federal Awards. Failure to do so may result in disallowance of costs upon audit. The Subrecipient, and, if applicable, subcontractors, shall only use ARPA funds for eligible ARPA activities as described under subsection (c)(1) of Section 603 of Title VI of the Social Security Act, as added by Section 9901 of ARPA, Section 35(b) of the ARPA Interim Final Rule (and final rule when effective), and all other applicable laws and regulations governing the use of ARPA funds.

5. RECORDS AND REPORTING REQUIREMENTS. The Subrecipient shall establish and maintain complete records, including accurate books, records, documents, accounts, financial records, supporting documents, statistical records, and all other evidence and records pertinent to performance of work done for the County under the Agreement (the "Records") consistent with generally accepted bookkeeping practices. Subrecipient shall retain the Records in accordance with Section 16 below. The County and any person or entity authorized to conduct an examination shall have access to the Records during normal business hours at an office of the Subrecipient within the County of Hays or, if no such office is available, at a mutually agreeable and reasonable venue within the County of Hays, for the term specified above for the purposes of inspection, auditing and copying. Nothing contained herein shall diminish, or in any way adversely affect, the County's right to discovery in any pending or future litigation. The Subrecipient shall complete and submit all reports, in such form and according to such schedule, as may be required by the County. The Subrecipient shall cooperate with all County efforts to comply with ARPA related requirements and regulations pertaining to recordkeeping and reporting.

6. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the County in any resulting invention in accordance with 37 C.F.R. Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the U.S. Treasury.

7. DEBARMENT AND SUSPENSION. The Agreement is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. As such the Subrecipient is required to verify that the Subrecipient and none of its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935). The Subrecipient must comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction (e.g., subcontract) it enters into. This certification is a material representation of fact relied upon by the County. If it is later determined that the Subrecipient did not comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The Subrecipient agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C throughout the period of the Agreement. The Subrecipient further agrees to include a provision requiring such compliance in its lower tier covered transactions.

8. CONFLICTS OF INTEREST. The Subrecipient shall notify the County as soon as possible if the Agreement or any aspect related to the anticipated work under this Agreement raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Subrecipient shall explain the actual or potential conflict in writing in sufficient detail so that the County is able to assess such actual or potential conflict. The Subrecipient shall provide the County any additional information necessary for the County to fully assess and address such actual or potential conflict of interest. The Subrecipient shall accept any reasonable conflict mitigation strategy employed by the County, including but not limited to the use of an independent subcontractor(s) to perform the portion of work that gives rise to the actual or potential conflict. If requested by

the County, Subrecipient shall sign a certification affirming that it has no conflict of interest arising from performance of work on a specific task.

9. <u>SUBCONTRACTING.</u> The Subrecipient represents to the County that all work shall be performed by personnel experienced in the appropriate and applicable profession and areas of expertise, taking into account the nature of the work to be performed under the Agreement. The Subrecipient will include these Supplementary Conditions in every subcontract issued by it so that such provisions will be binding upon each of its subcontractors as well as the requirement to flow down such terms to all lower-tiered subcontractors.

10. <u>ASSIGNABILITY.</u> The Subrecipient shall not assign any interest in the Agreement, and shall not transfer any interest in the same (whether by assignment or novation) without prior written approval of the County.

11. <u>INDEMNIFICATION.</u> The Subrecipient shall indemnify, defend, and hold harmless the County and their agents and employees from and against any and all claims, actions, suits, charges, and judgments arising from or related to the negligence or willful misconduct of the Subrecipient in the performance of the services called for in the Agreement.

12. <u>TERMINATION.</u> If the Agreement does not include termination provisions elsewhere, the following termination provisions apply:

A. <u>TERMINATION FOR CAUSE (Applicable to contracts exceeding $10,000).</u> If, through any cause, the Subrecipient shall fail to fulfill in a timely and proper manner his obligations under the Agreement, or if the Subrecipient shall violate any of the covenants, agreements, or stipulations of the Agreement, the County shall thereupon have the right to terminate the Agreement by giving written notice to the Subrecipient of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Subrecipient under the Agreement shall, at the option of the County, become the County's property and the Subrecipient shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. Notwithstanding the above, the Subrecipient shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Agreement by the Subrecipient, and the County may withhold any payments to the Subrecipient for the purpose of set-off until such time as the exact amount of damages due the County from the Subrecipient is determined.

B. <u>TERMINATION FOR CONVENIENCE (Applicable to contracts exceeding $10,000).</u> The County may terminate the Agreement at any time by giving at least ten (10) days' notice in writing to the Subrecipient. If the Agreement is terminated by the County as provided herein, the Subrecipient will be paid for the time provided and expenses incurred up to the termination date.

13. <u>LOBBYING (Applicable to Agreements exceeding $100,000).</u> The Subrecipient certifies, to the best of its knowledge and belief, that:

A. No federal appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient, 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 of 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 of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the Subrecipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

C. The Subrecipient shall require that the language of this certification 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 the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352). 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.

15. <u>AUDIT / ACCESS TO RECORDS.</u> The County, U.S. Treasury, the Comptroller General of the United States, the Office of the Hays County Auditor, pertinent federal agencies, and other designated entities, or any of their duly authorized representatives, shall have, at any time and from time to time during normal business hours, access to any work product, books, documents, papers, and records of the Subrecipient which are directly pertinent to the Agreement, for the purpose of inspection, audits, examinations, and making excerpts, copies and transcriptions. Such audits may include review of the Subrecipient's accounting, financial, and reporting practices to determine compliance with the Agreement and reporting requirements; maintenance of accurate and reliable original accounting records in accordance with governmental accounting standards as well as generally accepted accounting principles; and specific compliance with allowable cost and expenditure documentation standards prescribed by applicable federal, State, and County guidelines. The Subrecipient agrees to provide the above referenced entities or their authorized representatives access to construction or other work sites pertaining to the work being completed under the Agreement. The foregoing is not intended to limit the County's right to audit and/or access Subrecipient records that may be provided under the Agreement.

16. <u>MAINTENANCE/RETENTION OF RECORDS.</u> Subrecipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement (collectively, the "Records") (i) for three (3) years from the time of closeout of ARPA funds to the

County that are applicable to the Agreement or for the period provided in other applicable laws and program requirements, such as 2 C.F.R. Part 200, (ii) for six (6) years after the closeout of the Agreement, (iii) for the minimum retention period that may provided under the Agreement, or (iv) as long as required by state law, whichever may be longer.

17. <u>COPYRIGHT.</u> Any creative or literary work developed or commissioned by the Subrecipient with ARPA funding provided by the County under the Agreement shall become the property of the County, entitling the County to assert a copyright therein, unless the parties have expressly agreed otherwise in a written instrument signed by them or if the ARPA funding provisions provide otherwise.

A. If the County shares its right to copyright such work with the Subrecipient, the County and U.S. Treasury reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use: (a) the copyright in any work developed using ARPA funding provided by the County under the Agreement; and (b) any rights of copyright to which the Subrecipient, sub-Subrecipient, or a Subrecipient purchases ownership with ARPA funding support provided by the County under the Agreement.

B. The Subrecipient shall submit one copy of all reports and publications resulting from the Agreement to the County within thirty (30) calendar days of completion. Any document generated pursuant to the ARPA funding must contain the following language:

   "This project was supported by ARPA funding administered by the County of Hays, Texas and the U.S. Department of the Treasury. Points of view in this document are those of the author and do not necessarily represent the official position or policies of the County of Hays, New York or the U.S. Department of the Treasury."

18. <u>COUNTY SEAL, LOGO, AND FLAGS.</u> The Subrecipient shall not use the County seal(s), logos, crests, or reproductions of flags or likenesses of County agency officials without specific County pre-approval.

19. <u>NO OBLIGATION BY FEDERAL GOVERNMENT.</u> The Federal Government is not a party to the Agreement or these Supplementary Conditions and is not subject to any obligations or liabilities to the County, Subrecipient, or any other party pertaining to any matter resulting from the Agreement.

20. <u>PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.</u> The Subrecipient acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Subrecipient's actions pertaining to the Agreement.

21. <u>PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.</u>

A. The Subrecipient and/or applicable subcontractor is prohibited from obligating or expending loan or grant funds to:

1. procure or obtain;

2. extend or renew a contract to procure or obtain; or

3. enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115–232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

    I. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

    II. Telecommunications or video surveillance services provided by such entities or using such equipment.

    III. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

B. In implementing the prohibition under Public Law 115–232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

C. The Subrecipient and/or applicable subcontractor's attention is directed to Public Law 115–232, section 889 for additional information.

D. The Subrecipient and/or applicable subcontractor's attention is directed to 2 CFR § 200.471.

22. <u>DOMESTIC PREFERENCES FOR PROCUREMENTS.</u>

A. As appropriate and to the extent consistent with law, the Subrecipient and applicable subcontractors should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

B. For purposes of this section:

1. "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

2. ''Manufactured products'' means items and construction materials composed in whole or in part of nonferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

<u>CIVIL RIGHTS AND DIVERSITY PROVISIONS</u>

23. <u>SMALL AND MINORITY FIRMS, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS.</u> The Subrecipient will comply with the small and minority firms, women's business enterprise, and labor surplus area requirements as set forth at 2 C.F.R. Part 200. Subrecipient will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of the Agreement. As used in these Supplementary Conditions, the terms "small business" means a business that meets the criteria set forth in Section 3(a) of the Small Business Act, as amended (15 U.S.C. § 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed, or Spanish-heritage Americans, Asian-Americans, and American Indians. The County may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

The Subrecipient will take necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used in subcontracting when possible. Steps include:

A. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

B. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

C. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;

D. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises; and

E. Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce.

24. TITLES VI AND VIII OF THE CIVIL RIGHTS ACT OF 1964 AND EXECUTIVE ORDER 11063. The Subrecipient shall comply with the provisions of Titles VI and VIII of the Civil Rights Act of 1964 and with Executive Order 11063. No person shall, on the grounds of race, color, religion, sex, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. No person shall, on the grounds of race, color, religion, sex, or national origin, be discriminated against in the sale, rental, or financing of dwellings. To the extent that any such sale, lease or other transfer of land shall occur, Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, will not itself so discriminate.

25. SECTION 504 OF THE REHABILITATION ACT OF 1973 AND THE AMERICANS WITH DISABILITIES ACT OF 1990. The Subrecipient shall comply with section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), as amended, and any applicable regulations, and with the Americans with Disabilities Act of 1990 (42 U.S.C. § 126), as amended, and any applicable regulations. The Subrecipient agrees that no qualified individual with handicaps shall, solely on the basis of handicap, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity that receives federal financial assistance.

26. AGE DISCRIMINATION ACT OF 1975. The Subrecipient shall comply with the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.), as amended, and any applicable regulations. No person in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity receiving federal financial assistance.

27. NONDISCRIMINATION. The Subrecipient shall comply with all federal, state, and local statutory, regulatory and constitutional non-discrimination provisions. Except as otherwise provided under 41 CFR Part 60, if the Agreement meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3, the Subrecipient shall comply with and must include in each non-exempt subcontract the following equal opportunity clause provided under 41 CFR

§ 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor":

A. The Subrecipient will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Subrecipient will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Subrecipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

B. The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

C. The Subrecipient will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Subrecipient's legal duty to furnish information.

D. The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Subrecipient's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

E. The Subrecipient will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

F. The Subrecipient will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of

Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

G. In the event of the Subrecipient's noncompliance with the nondiscrimination clauses of these Supplementary Conditions or with any of the said rules, regulations, or orders, the Agreement may be canceled, terminated, or suspended in whole or in part and the Subrecipient may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

H. The Subrecipient will include the portion of the sentence immediately preceding paragraph (A) and the provisions of paragraphs (A) through (H) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Subrecipient will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance; *provided*, however, that in the event a Subrecipient becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Subrecipient may request the United States to enter into such litigation to protect the interests of the United States.

With respect to construction contracts and subcontracts exceeding $10,000, The Subrecipient shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967; Executive Order 11478 of August 8, 1969; Executive Order 12107 of December 28, 1978; Executive Order 12086 of October 5, 1978; and as supplemented in Department of Labor regulations (41 C.F.R. Part 60). Subrecipient shall include the following specifications, which are required pursuant to 41 C.F.R. 60-4.3 in all Federal and federally assisted construction contracts in excess of $10,000 to be performed in geographical areas designated by the Director (as such term is defined below) pursuant to and as referenced in 41 C.F.R. 60-4.6 and in construction subcontracts in excess of $10,000 necessary in whole or in part to the performance of nonconstruction Federal contracts and subcontracts covered under the Executive Order 11246. For the purposes of the Equal Opportunity Construction Contract Specifications and Clause below, the term "Construction Work" means the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.

29. <u>SECTION 503 OF THE REHABILITATION ACT OF 1973 (Applicable to contracts exceeding $10,000).</u> The Subrecipient shall comply with section 503 of the Rehabilitation Act of 1973 (29 U.S.C. § 793), as amended, and any applicable regulations.

A. The Subrecipient will not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The Subrecipient agrees to take affirmative action to employ, advance in employment and otherwise treat qualified individuals with disabilities without discrimination based on their physical or mental disability in all employment practices, including the following:

    1. Recruitment, advertising, and job application procedures;
    2. Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring;
    3. Rates of pay or any other form of compensation and changes in compensation;
    4. Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;
    5. Leaves of absence, sick leave, or any other leave;
    6. Fringe benefits available by virtue of employment, whether or not administered by the Subrecipient;
    7. Selection and financial support for training, including apprenticeship, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;
    8. Activities sponsored by the Subrecipient including social or recreational programs; and
    9. Any other term, condition, or privilege of employment.

B. The Subrecipient agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Rehabilitation Act of 1973.

C. In the event of the Subrecipient's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Rehabilitation Act of 1973.

D. The Subrecipient agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Deputy Assistant Secretary for Federal Contract Compliance Programs, provided by or through the contracting officer. Such notices shall state the rights of applicants and employees as well as the Subrecipient's obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants with disabilities. The Subrecipient must ensure that applicants and employees with disabilities are informed of the contents of the notice (e.g., the Subrecipient may have the notice read to a visually disabled individual, or may lower the posted notice so that it might be read by a person in a wheelchair).

E. The Subrecipient will notify each labor organization or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Subrecipient is bound by the terms of section 503 of the Rehabilitation Act of 1973, as

amended, and is committed to take affirmative action to employ and advance in employment individuals with physical or mental disabilities.

F. The Subrecipient will include the provisions of this clause in every subcontract or purchase order in excess of $10,000, unless exempted by the rules, regulations, or orders of the Secretary issued pursuant to section 503 of the Rehabilitation Act of 1973, as amended, so that such provisions will be binding upon each subcontractor or vendor. The Subrecipient will take such action with respect to any subcontract or purchase order as the Deputy Assistant Secretary for Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

Exhibit C

SAMPLE INVOICE

Hays County CONTRACT EXPENDITURE REPORT

Report Period: JANUARY 2023 Invoice Number: **01**

Agency: **Hays County Food Bank, Inc.** Program: **Food Bank Building Expansion**

Agency contact: Eleanor Owen **512-392-8300 x234** Current contract term:

E-mail: eowen@haysfoodbank.org **12/31/2024**

Line	Approved Budget		Actual Expenditures & Balance		
	Item	Approved Budget	Programmatic Expenditures	Cumulative Expenditures	Budget Balance
	PERSONNEL				
1	Salaries	$0.00	$0.00	$0.00	$0.00
2	Finge Benefits	$0.00	$0.00	$0.00	$0.00
3	***SUBTOTAL PERSONNEL***	**$0.00**	**$0.00**	**$0.00**	**$0.00**
	OPERATIONS				
4	Professional Services	$88,000.00	$0.00	$0.00	$88,000.00
5	Equipment	$0.00	$0.00	$0.00	$0.00
6	Supplies	$0.00	$0.00	$0.00	$0.00
7	Contractual Services	$1,100,000.00	$0.00	$0.00	$1,100,000.00
8	Rent/Utilities	$0.00	$0.00	$0.00	$0.00
9	Department Specific Costs	$0.00	$0.00	$0.00	$0.00
10		$0.00	$0.00	$0.00	$0.00
11		$0.00	$0.00	$0.00	$0.00
12		$0.00	$0.00	$0.00	$0.00
13		$0.00	$0.00	$0.00	$0.00
14		$0.00	$0.00	$0.00	$0.00
15		$0.00	$0.00	$0.00	$0.00
16		$0.00	$0.00	$0.00	$0.00
17		$0.00	$0.00	$0.00	$0.00
18		$0.00	$0.00	$0.00	$0.00
19		$0.00	$0.00	$0.00	$0.00
20	***SUBTOTAL OPERATIONS***	**$1,188,000.00**	**$0.00**	**$0.00**	**$1,188,000.00**
21	***Personnel and Operations Subtotal***	**$1,188,000.00**	**$0.00**	**$0.00**	**$1,188,000.00**
	INDIRECT COST				
22	Administration - 10% de minimus	$0.00	$0.00	$0.00	$118,800.00
23	***SUBTOTAL Indirect Cost***	**$0.00**	**$0.00**	**$0.00**	**$118,800.00**
24	**PAYMENT REQUEST**				
25	**TOTALS**	**$1,188,000.00**	**$0.00**	**$0.00**	**$1,306,800.00**

Preparer's Signature: _____ **Date:** _____

Authorized Signature: _____ **Date:** _____

APH USE ONLY:

Reviewed & approved by: _____ Date: _____

2022

HCTX112_Hays County Food Bank

HAYS COUNTY ARPA SLFRF PROJECT

HCTX112_Hays County Food Bank

1 Hays County Food Bank Overview 2
1.1 Designating a Public Health Impact 2
1.2 Designing a Response to a Pandemic Harm 2
1.3 Program Summary 4
2 Comparative Analysis 4
2.1 Reasonableness & Proportionality 4
2.2 Comparison of Proposed Capital Project 5
3 Eligibility 7
3.1 Final Rule 7
3.2 Capital Expenditure 7

DRAFT

1 HAYS COUNTY FOOD BANK OVERVIEW

1.1 DESIGNATING A PUBLIC HEALTH IMPACT

Hays County Food Bank, Inc. (HCFB) was incorporated in 1984 as a 501(c)(3) nonprofit normally receiving a substantial part of its support from a governmental unit or from the general public. The goal of the Food Bank is to alleviate hunger by distributing food to families who are food deprived through a network of volunteers and other agencies within Hays County, Texas.

HCFB's current 2,250 sq ft facility is located at 220 Herndon Street, San Marcos TX 78666 inside Qualified Census Tract (QCT) 105.00. The facility consists of office and warehouse space, including 160 square feet of cooler and freezer capacity. This location distributes over 93,000 lbs. of food each month and serves over 4,000 Hays County households. Charitable food services, like HCFB, support individual and households' food access, potentially maintaining food security and diet quality during emergencies.

During the COVID-19 pandemic, the use of food banks and pantries has increased in the US. The COVID-19 pandemic, associated shutdowns, and social distancing measures designed to slow its spread have profoundly impacted the US food system and food access. According to the Pew Research Center, job disruptions have been widespread; lower-income adults have been hardest hit, with half of their households reporting a job or wage loss due to the pandemic.[1] These disruptions have been disproportionately acute among women, low-income communities, and people of color[2], which have catalyzed important changes in the food supply chain and food security.[3]

The share of Texas households experiencing food insecurity — homes with limited access to consistent meals and groceries — increased from 13% in December 2018 to 22% in June 2021.[4] That is 1 in 8 or nearly 4 million Texans experiencing food insecurity. When the data is broken down by race and ethnicity, the numbers are even more stark. That year, 1 in 4 Black Texans and 1 in 5 Latino Texans faced the threat of hunger versus 1 in 14 white Texans.[5] HCFB saw an average of 700 households utilizing their services each week in FY2021.[6]

1.2 DESIGNING A RESPONSE TO A PANDEMIC HARM

Significant reductions in food insecurity have been found when food banks are integrated within Community Resource Centers.[7] Researchers from the University of Arkansas for Medical Sciences identified emergent themes in improving health while alleviating hunger and grouped them into best practices for hunger relief organizations. These included incremental steps to increase access to healthy foods like offering eggs to market clients in order to provide a healthy source of protein and increasing the amounts of other lean proteins offered. Also, that collaboration is key when building a stronger

[1] How Did COVID-19's Job Disruptions Vary by Gender, Race and Hispanic Ethnicity in May 2020?
[2] Ibn.
[3] The Food Bank and Food Pantries Help Food Insecure Participants Maintain Fruit and Vegetable Intake During COVID-19
[4] Impact of COVID-19 on Food Insecurity
[5] Hunger Hits Kids and Texans of Color Even Harder
[6] Hays County Food Bank 2021 Report
[7] The Impact of Novel and Traditional Food Bank Approaches on Food Insecurity

hunger relief network. Community relationships with other local organizations lead to improved benefits for clients.[8]

HCFB has approximately 4 acres of land on Reimer Avenue in San Marcos. The property is adjacent to The Village of San Marcos' main building which houses many social services organizations serving Hays County residents. HCFB is proposing a new facility that would be in close proximity to community resources available at The Village, providing increased access to healthy foods and improved collaboration with the social services network. This would be accomplished through:

- Increasing storage to grow capacity
- Improving access for large delivery vehicles
- Creating onsite grocery/pantry facility where clients could access resources
- Servicing more households
- Providing more protein items that require refrigeration
- Having a loading dock that would require less manual labor in food movement

Most of the proposed building would be warehouse space with construction estimates between $250-$310 per sq ft. The goal is to build a 30,000 sq ft facility, but that may need to be done in phases. The capital campaign would determine the funding availability.

HCFB has received proposals from Beacon Consulting and Lee and Associates for capital campaign management. A feasibility study would be conducted to gauge how receptive donors would be to supporting the capital campaign.

The estimated costs for the project range between $3,838,000 and $9,388,000 as illustrated in Table 1.

Table 1:Estimated Project Costs

	250/sq ft	**310/sq ft**
Feasibility Study	$28,000	$28,000
Campaign Consultant	$60,000	$60,000
Total Consulting Costs	**$88,000**	**$88,000**
15,000 sq ft	$3,750,000	$4,650,000
Total Cost at 15,000 sq ft	**$3,838,000**	**$4,738,000**
30,000 sq ft	$7,500,000	$9,300,000
Total Cost at 30,000 sq ft	**$7,588,000**	**$9,388,000**

Hays County is assisting HFCB with its capital expenditure and consulting services through a subrecipient agreement. The award to HFCB is $1,188,000 with $88,000 for the professional services and $1,100,000 for construction.

[8] Improving Health while Alleviating Hunger: Best Practices of a Successful Hunger Relief Organization

1.3 Program Summary

Through a subrecipient agreement for the amount of $1,188,000, HFCB will be able to hire a consultant, perform a feasibility study, and construct a {15,000 or 30,000} sq ft facility to address increased food insecurity in Hays County. $88,000 for the professional services and $1,100,000 for construction.

As the subrecipient, HFCB, will be responsible for collecting and managing all required documentation. The subrecipient agreement ensures access to HFCB's records pertaining to this program. Audits will be performed by the Hays County Auditor to determine compliance with program requirements. Oversight of spending and program progress will be monitored through submission of HFCB's reporting.

2 Comparative Analysis

2.1 Reasonableness & Proportionality

A research collaboration between Cornell and the U.S. Department of Agriculture offers the first estimates of the economic value contributed by food pantries. Published November 2022 in the American Journal of Agricultural Economics the researchers find that pantries extend an average between $600 and $1000 of annual value to the households that use them.[9]

Using the average annual value of $800 per household multiplied by the HFCB's annual client count of 4,000 yields an economic value of $3,200,000 for the existing 2,250 sq ft facility. Dividing the 4,000 clients by the 2,250 square feet gives us a client per sq ft rate of 1.78. If we apply a conservative 1.00 client per sq ft rate to 15,000 sq ft facility, we can reasonably project an economic value of $12,000,000 for a pantry of that size.

	Pantry Access Value	HFCB Annual Clients	Existing Value/Year
Low	$600	4,000	$2,400,000
High	$1,000	4,000	$4,000,000
Average	$800	4,000	$3,200,000
Conservative Proposal	$800	15,000	$12,000,000

A $12,000,000 economic value compared against the estimated $4,738,000 for the 15,000 sq ft facility and $9,388,000 the 30,000 sq ft facility shows a value above the cost HFCB intends to expend. The proposed cost for the new facility is proportionate.

Using data from two recent Hays County Emergency Service District commercial construction projects we can show and average cost per sq ft of $397 for a fire and EMS facility. The estimates for the HCFB's warehouse facility are $250 per sq ft.

	Sq Ft	Low Estimate	Price/Sq Ft
ESD 8	9,357	$3,750,000	$401
ESD 5	8,203	$3,225,000	$393

[9] What is free food worth? A nonmarket valuation approach to estimating the welfare effects of food pantry services

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Average	8,780	$3,487,500	$397
Half Facility	15,000	$3,750,000	$250
Whole Facility	30,000	$7,500,000	$250

Compared with the price per sq ft of $397 the HCFB's $250 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 Subsidized County Communal Kitchen

The communal kitchens of one hundred years ago grew out of wartime working class communities, where public dining ventures nourished the neediest at a time when food supplies were poor and nutritional standards low. These grassroots efforts evolved into state-supported "national kitchens" or "national restaurants".[10]

Public and community facilities are among the most expensive structures to build as they serve many people. For example, gymnasiums and recreational centers cost around $403 per square foot and government administration buildings cost about $591 per square foot.[11]

Design fees vary significantly depending on the type of construction. The engineering fees range between 1% to 2.5% of the total project costs for small projects and 4.5% to 16% for larger, more complex project. [12]

Major systems in a project account for electrical installations, plumbing, and HVAC (Heating, Ventilation, and Air Conditioning). There is no fixed percentage for the cost of major systems in a project as the cost varies with the scope and complexity of the project. Except for fixtures, plumbing takes up to 4.3% of the construction costs, whereas electrical installations take up 4.2% of the costs. [13]For a communal kitchen capable of serving large volumes of people the cost for major systems and kitchen equipment would increase average pricing.

Using the average price per sq ft of $447 ($403 and $591) multiplied by the 15,000 sq ft facility yields an estimated cost of $6,705,000. This compared against the $3,750,000 for the HCFB facility shows that as the superior option.

	Sq Ft	Price/Sq Ft	Cost
Communal Kitchen	15,000	$447	$6,705,000

[10] Here's a better alternative to food banks – subsidised national kitchens
[11] Commercial Construction Costs Per Square Foot|ProEst
[12] Ibid.
[13] Ibid.

2.2.2 Mobile Pantry Program

Mobile pantry programs allow food banks to distribute food directly to the food insecure by sending their own trucks and employees to locations where food is most needed. Results from research published January 2022 in Production and Operations Management show that mobile pantries are a more effective approach to achieve high equity levels.

The research paper utilizes Brazos Valley Food Bank (BVFB): A Regional Texas Food Bank as their case study. BVFB operates out of a distribution center in Bryan, Texas and serves the surrounding six counties with a total population of 340,000 people, of which nearly 17% depend on BVFB to supplement their nutritional needs.

The study does provide some simplified costs that can be used for comparison. However, the overall process to determine value is very academic and statistically laden.

Parameter	Brazos	Burleson	Grimes	Madison	Robertson	Washington
Food Insecure Population	44,640	2,810	5,210	2,600	3,030	6,310
Mileage Cost gj ($)	20	50	70	70	50	70
Travel Time hj (hours)	0.5	1	1.5	1.5	1	1.5
Annual Mileage Cost	$1,040	$2,600	$3,640	$3,640	$2,600	$3,640
Estimated Annual Driver Cost[14]	$390	$780	$1,170	$1,170	$780	$1,170

Further, there are certain aspects of the research that would need adjustments to fit the Hays County scenario. Minor adjustments like inflation adjustment to costs and applying realistic labor and equipment costs should be considered. The paper appears to assume no ownership of vehicle and that delivery costs would only be for the laborer's hourly rate.

Larger issues bring into question the applicability of the formulas in the study as a whole. Namely, the size and distribution area of the target population. The BVFB distributes across six counties, to a population of 64,600. By comparison HFCB serves only Hays County and the food insecure population is estimated at 26,660. [15]The costs to operate a mobile food pantry may not be reasonable at this scale.

Overall, the study offers a starting point to further research the benefits and costs of operating a mobile food pantry in Hays County. However, the issues cited, and a lack of simple benefit cost analysis means that this option is not viable at this time.

[14] Driver wage estimated at $15 per hour

[15] https://map.feedingamerica.org/county/2020/overall/texas/county/hays

3 ELIGIBILITY

3.1 FINAL RULE[16]

Responding to the negative economic impacts of the public health emergency for purposes including assistance to households and individuals. This includes:

- Assistance for food

3.1.1 Food assistance

The interim final rule included an enumerated eligible use for food assistance. Some commenters expressed support for this eligible use and emphasized the importance of aid to address food insecurity. Some commenters raised questions as to whether food assistance funds could be used to augment services provided through organizations like food banks, churches, and other food delivery services, or generally be sub-awarded to these organizations.

Treasury is maintaining this enumerated eligible use without change. Recipients may, as was the case under the interim final rule, administer programs through a wide range of entities, including nonprofit and for-profit entities, to carry out eligible uses on behalf of the recipient government (see section Distinguishing Subrecipients versus Beneficiaries). Further, Treasury is clarifying that capital expenditures related to food banks and other facilities primarily dedicated to addressing food insecurity are eligible

3.2 CAPITAL EXPENDITURE

If a project has total capital expenditures of less than $1 million and the use is enumerated by Treasury as eligible, then no written justification is required.[17]

Treasury has also indicated in its reporting guidance that recipients will only need to provide documentation of wages and labor standards for capital expenditure projects and infrastructure projects over $10 million.[18]

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[16] 31 CFR 35.6(b)(3)(ii)(A)(1)
[17] Final Rule (b) Capital Expenditures
[18] Coronavirus State and Local Fiscal Recovery Funds Final Rule: Frequently Asked Questions 6.15|July 27, 2022

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Date: 12/06/2022

Requested By: Britney Richey, Hays County Treasurer

Sponsor: Judge Becerra

Agenda Item

Approve the payment of the December 15, 2022 payroll disbursements in an amount not to exceed $3,350,000.00 effective December 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: 12/06/2022

Requested By: T. CRUMLEY

Sponsor: Commissioner Jones

Agenda Item

Authorize the County Judge to accept the Annual 2022 Wildlife Management Activities Report for the Gay Ruby Dahlstrom Nature Preserve. **JONES/T.CRUMLEY**

Summary

This report is prepared by Plateau Land & Wildlife Management and submitted to the Hays County Tax Appraiser for the Gay Ruby Dahlstrom Nature Preserve. The report outlines all wildlife activities and practices on the property for Open Space Agricultural Valuation for the reporting year 2022.

Attachments

Dahlstrom Annual Report

Dahlstrom Family LP - 2022

WILDLIFE MANAGEMENT ACTIVITIES DOCUMENTATION

DATE	WHO DID IT	COST	AMOUNT/LBS	ACTIVITY/PURPOSE
6/9/2022	Plateau Land & Wildlife Management	See attached full report	See attached full report	Predator Control/1 Lbs of Extinguish Plus used to treat 10 acres for fire ants
6/9/2022	Plateau Land & Wildlife Management	See attached full report	See attached full report	Supplemental Water/ (1) 100G Water table monitored and refilled as needed
6/9/2022	Plateau Land & Wildlife Management	See attached full report	See attached full report	Supplemental Feed/ (1) Quail feeder monitored and refilled
6/9/2022	Plateau Land & Wildlife Management	See attached full report	See attached full report	Supplemental Shelter/ (40) Nest boxes monitored
11/2/2022	Plateau Land & Wildlife Management	See attached full report	See attached full report	Census/Breeding bird survey
11/2/2022	Plateau Land & Wildlife Management	See attached full report	See attached full report	Predator Control/1 Lbs of Extinguish Plus used to treat 10 acres for fire ants
11/2/2022	Plateau Land & Wildlife Management	See attached full report	See attached full report	Supplemental Water/ (1) 100G Water table monitored and refilled as needed
11/2/2022	Plateau Land & Wildlife Management	See attached full report	See attached full report	Supplemental Feed/ (1) Quail feeder monitored and refilled
11/2/2022	Plateau Land & Wildlife Management	See attached full report	See attached full report	Supplemental Shelter/ (40) Nest boxes monitored

2022 Annual Report

Dahlstrom Family LP

Hays County

Table of Contents

1. Texas Parks and Wildlife Annual Report Form
2. Property Maps
3. Photos of Wildlife Management Activities
4. Additional Documentation for Wildlife Management Activities

Plateau
Land & Wildlife
Management

1-D-1 Open Space Agricultural Valuation
Wildlife Management Annual Report for the Year(s) 2022

Submit this plan to your County Tax Appraiser, not to Texas Parks and Wildlife Department

Part I. Owner Information **Account Number:** See attached legal descriptions

Owner's Name: Dahlstrom Family LP

Current mailing address: Attn: Lisa Griffin 712 S. Stagecoach Trail, Ste. 1204

City, town, post office, state and zip code: San Marcos, TX 78666

Phone number: 512-749-1155

Tract Name: Majority County: Hays

Additional Counties (if any):

Part II. Qualifying Wildlife Management Activities

Check the wildlife management practices implemented on the property during the year being reported. A minimum of three practices is required.

- ☐ Habitat control
- ☐ Erosion control
- ☑ Predator control
- ☑ Making census counts to determine population.
- ☑ Provide supplemental supplies of water
- ☑ Provide supplemental supplies of food
- ☑ Provide shelters

Part III. Wildlife Management Association Membership

Are you a member of a wildlife property association? ☐ Yes ☑ No

Name of wildlife property co-op/association, if YES is checked.

Part IV. Wildlife Management Activities

Check the activities you have implemented during the year to support each of the wildlife management activities listed in Part II.

1. HABITAT CONTROL

☐ *Grazing management*. Check grazing system being utilized.

☐ 1 herd/3pasture ☐ 1 herd/4 pasture ☐ 1 herd/multiple pasture
☐ High intensity/low frequency (HILF) ☐ Short duration system
☐ Other type of grazing system (describe)

_____

Additional Information: _____

☐ *Prescribed Burning*

Acres to be burned: _____ Planned burn date: _____

Additional Information: _____

☐ *Range Enhancement (Range Reseeding)*

Acres to be seeded: _____ Date to be seeded: _____

Seeding Method: ☐ Broadcast ☐ Drilled ☐ Native Hay

Seeding mixture to be used: _____

Fertilized: ☐ Yes ☐ No

Weed control needed for establishment? ☐ Yes ☐ No

Additional Information: _____

☐ *Brush Management*. Acres to be treated: _____ Check method of brush management:

☐ Mechanical

☐ grubber ☐ chain ☐ roller chopper/aerator ☐ rhome disc
☐ brush hog (shredder) ☐ dozer ☐ hand-cutting (chainsaw)
☐ hydraulic shears ☐ other (describe): _____

☐ Chemical Kind: _____ Rate: _____

☐ Brush management design:

☐ block ☐ mosaic ☐ strips: width: _____ Length: _____

Additional Information: _____

☐ *Fence Modification*

Target species: ☐ pronghorn antelope ☐ bighorn sheep

Technique: ☐ fold up bottom of net-wire Gap width: _____

☐ replace sections of net-wire with barbed wire. Gap width: _____

Miles of fencing that will be modified: _____

☐ replace entire net-wire fence with barbed wire. Miles replaced: _____

Additional Information: _____

☐ *Riparian management and enhancement*

☐ Fencing of riparian area

☐ Complete fencing ☐ Partial fencing

☐ Deferment from livestock grazing

☐ Complete deferment ☐ partial deferment Season deferred : _____

☐ Establish vegetation

☐ Trees (list species) _____

☐ Shrubs (list species) _____

☐ Herbaceous species (list) _____

Additional Information: _____

☐ *Wetland enhancement*

☐ Provide seasonal water ☐ Provide permanent water ☐ Moist soil management

☐ Other (describe) _____

Additional Information: _____

☐ *Habitat Protection for species of concern*

☐ Fencing ☐ Firebreaks ☐ Prescribed burning ☐ Control of nest parasites

☐ Habitat manipulation (thinning, etc.) ☐ Native/exotic ungulate control

☐ Other (describe) _____

Additional Information: _____

☐ *Prescribed Control of Native, Exotic and Feral Species*

☐ Prescribed control of vegetation ☐ Prescribed control of animal species

☐ Species being controlled: _____

☐ Method of control: _____

Additional Information: _____

☐ *Wildlife Restoration*

☐ Habitat restoration ☐ Wildlife restoration

☐ Target species: _____

☐ Method of restoration: _____

Additional Information: _____

2. EROSION CONTROL

☐ *Pond construction and repair*

Surface area (acres): _____ Number of cubic yards of soil displaced: _____

Length of dam (feet): _____ Planned date of construction: _____

Additional Information: _____

☐ *Gully shaping*

Total acres to be treated: _____ Acres treated annually: _____

Seeding mix used for reestablishment of vegetation: _____

Planned date of construction: _____

Additional Information: _____

☐ *Streamside, pond, and wetland revegetation.* Techniques used:

☐ Native hay bales ☐ Fencing ☐ Filter strips ☐ Seeding upland buffer

☐ Rip-rap, etc. ☐ stream crossings ☐ Other: _____

Planned date of construction: _____

Additional Information: _____

☐ *Herbaceous and/or woody plant establishment on critical areas (erodible)*

☐ Establish windbreak ☐ Establish shrub mottes ☐ Improve plant diversity

☐ Improve wildlife habitat ☐ Conservation/no-till practices ☐ Manage CRP cover

Additional Information: _____

☐ *Dike/Levee Construction/Management*

☐ Reshaping/repairing erosion damage ☐ Revegetating/stabilize levee areas

☐ Install water control structure ☐ Fencing

Additional Information: _____

☐ *Establish water diversion*

Type: ☐ Channel ☐ Ridge

Slope: ☐ level ☐ graded Length (feet) _____

Vegetated: ☐ No ☐ Yes

If Yes: ☐ Native: _____ ☐ Crop: _____

Additional Information: _____

3. PREDATOR CONTROL

☑ Imported red fire ants (verify prior to application that product is labeled for pasture use)

☐ Control of cowbirds ☐ Grackle/starling/house sparrow control

Method of control: ☐ Trapping ☐ Shooting ☐ Baiting ☐ Scare tactics _____

☐ Coyotes ☐ Feral hogs ☐ Raccoon ☐ Skunk ☐ Bobcat ☐ Mountain lion

☐ Rat snakes ☐ Feral cats/dogs

Method of control: ☐ Trapping ☐ Shooting ☐ M-44 (licensed applicators)

☐ Poison collars (1080 certified, licensed, applicator) ☐ Other _____

Additional Information: 10 Acres treated with 3 lbs of Organic bait on 6/9/22 & 11/2/22"

4. SUPPLEMENTAL WATER

☐ *Marsh/Wetland Restoration or Development*

☐ Greentree reservoirs ☐ Shallow roost pond development ☐ Seasonally flooded crops

☐ Artificially created wetlands ☐ Marsh restoration/development/protection

☐ Prairie pothole restoration/development/protection ☐ Moist soil management units

Planned date of construction: _____

Additional Information: _____

☑ *Well/trough/windmill overflow/other wildlife watering facilities*

☐ Drill new well Depth: _____ Gallons per minute: _____

☐ Windmill ☐ Pump ☐ Pipeline: Size: _____ Length: _____

☐ Modification(s) of existing water source

☐ Fencing ☐ Overflow ☐ Trough modification ☐ Pipeline

Distance between water sources (waterers): _____

Type of wildlife watering facility:

☐ PVC pipe facility	#	_____	☐ Drum with faucet or float	#	_____
☐ Small game guzzler	#	_____	☐ Windmill supply pipe dripper	#	_____
☐ Plastic container	#	_____	☐ In-ground bowl trough	#	_____
☐ Big game guzzler	#	_____	☐ Inverted umbrella guzzler	#	_____
☐ Flying saucer guzzler	#	_____	☐ Ranch Specialties guzzler	#	_____

☑ Other: (1) 100 gallon Plateau wildlife water table (Part of quail system)

Additional Information: Monitored/Refilled 6/9/22 & 11/2/22

☐ *Spring development and/or enhancement*

☐ Fencing ☐ Water diversion/pipeline ☐ Brush removal ☐ Spring clean out

☐ Other: _____

Additional Information: _____

5. PROVIDING SUPPLEMENTAL FOOD

☐ Grazing management ☐ Prescribed burning ☐ Range enhancement

☐ Food plots Size: _____ Fenced: ☐ Yes ☐ No

Irrigated: ☐ Yes ☐ No

Plantings: ☐ Cool season annual crops: _____

☐ Warm season annual crops: _____

☐ Annual mix of native plants: _____

☐ Perennial mix of native plants: _____

Additional Information:

☑ *Feeders and mineral supplementation*

Purpose: ☑ Supplementation ☐ Harvesting of wildlife

Targeted wildlife species: Quail, Songbirds & Small Mammals

Feed type: Milo/Millet/Sunflower Seed Mineral type: _____

Feeder type: Free-choice/Ground Number of feeders: 1

Method of mineral dispensing: _____

Number of mineral locations: _____

Year round: ☑ Yes ☐ No If not, state when:

Additional Information: Refilled 6/9/22 & 11/2/22

☐ *Managing tame pasture, old fields and croplands*

☐ Overseeding cool and/or warm season legumes and/or small grains

☐ Periodic disturbance (Discing/Mowing/Shredding) ☐ Conservation/no-till

Additional Information:

☐ *Transition management of tame grass monocultures*

☐ Overseed 25% of tame grass pastures with locally adapted legumes

Species planted: ☐ Clover ☐ Peas ☐ Vetch ☐ Other: _____

Additional Information:

6. PROVIDING SUPPLEMENTAL SHELTER

☑ *Nest boxes* Target Species: Wren, Titmouse & Chickadee

☑ Cavity type. # 40 ☐ Bat boxes. # _____ ☐ Raptor pole. # _____

Additional Information: Monitored 6/9/22 & 11/2/22

☐ *Brush piles and slash retention*

☐ Type: ☐ Slash ☐ Brush piles Number per acre: _____

Additional Information: _____

☐ *Fence line management* Length: _____ Initial establishment: ☐ Yes ☐ No

Plant type established: ☐ Trees ☐ Shrubs ☐ Forbs ☐ Grasses

Additional Information: _____

☐ *Hay meadow, pasture and cropland management for wildlife* Acres treated: _____

Shelter establishment: ☐ Roadside management ☐ Terrace/wind breaks ☐ Field borders

☐ Shelterbelts ☐ Conservation Reserve Program lands management

Type of vegetation: ☐ Annual ☐ Perennial

Species and percent of mixture _____

☐ Deferred mowing Period of deferment: _____

☐ Mowing Acres mowed annually: _____

☐ No till/minimum till

Additional Information: _____

☐ *Half-cutting trees or shrubs*

Acreage to be treated annually: _____ Number of half-cuts annually: _____

Additional Information: _____

☐ *Woody plant/shrub establishment*

Pattern: ☐ Block ☐ Mosaic ☐ Strips: Width: _____

Acreage or length established annually: _____ Spacing: _____

Shrub/tree species used: _____

Additional Information: _____

☐ *Natural cavity/snag development*

Species of snag: _____ Size of snags: _____ Number/acre: _____

Additional Information: _____

7. CENSUS

☐ *Spotlight counts* Targeted species: _____

Length of route: _____ Visibility of route: _____

Dates (3 required) A. _____ B. _____ C. _____

Additional Information: _____

☐ *Standardized incidental observations* Targeted species: _____

Observations from: ☐ Feeders ☐ Food plots ☐ Blinds ☐ Vehicle ☐ Other _____

Dates: _____

Additional Information: _____

☐ *Stand counts of deer* (5 one hour counts per stand required). Number of stands: _____

Dates: _____

Additional Information: _____

☐ *Aerial Counts* Species counted: _____

Type of survey: ☐ Helicopter ☐ Fixed-wing

Percent of area surveyed: ☐ Total ☐ 50% ☐ Other: _____

Additional Information: _____

☐ *Track counts:* ☐ Predators ☐ Furbearers ☐ Deer ☐ Other: _____

Additional Information: _____

☐ *Daylight deer herd/wildlife composition counts*

Species: ☐ Deer ☐ Turkey ☐ Dove ☐ Quail ☐ Other _____

Additional Information: _____

☐ *Harvest data collection/record keeping*: ☐ Deer ☐ Game birds

☐ Age ☐ Weight ☐ Sex ☐ Antler data ☐ Harvest date

Additional Information: _____

☐ *Browse utilization surveys* (thirty 12-foot circular plots required)

Additional Information: _____

☐ *Census of endangered, threatened, or protected wildlife.* Species: _____

Method and dates: _____

Additional Information: _____

☐ *Census and monitoring of nongame wildlife species.* Species: _____

Method and dates: _____

Additional Information: _____

☑ *Miscellaneous Counts:* Species being counted: Breeding & Migratory Songbirds

☐ Remote detection (i.e., cameras) ☐ Hahn (walking) line ☐ Roost counts

☐ Booming ground counts ☐ Time/area counts ☑ Songbird transects and counts

☐ Quail call and covey counts ☐ Point counts ☐ Small mammal traps

☐ Drift fences and pitfall traps ☐ Bat departures ☐ Dove call counts

☐ Chachalaca counts ☐ Turkey hen/poultry counts ☐ Waterfowl/water bird counts

☐ Alligator nest/census counts ☐ Other: _____

Additional Information: 26 species observed during survey conducted on 6/9/22

Part V. Attach copies of supporting documentation such as receipts, maps, photos, etc. Use additional pages if necessary.

Hays County Legal Descriptions
Property Maps
Breeding Bird Survey Report & Map
Field Management Log Sheets and Photos for Wildlife Management Activities

I certify that the above information provided by me is to the best of my knowledge and belief, true and complete.

_____ Signature

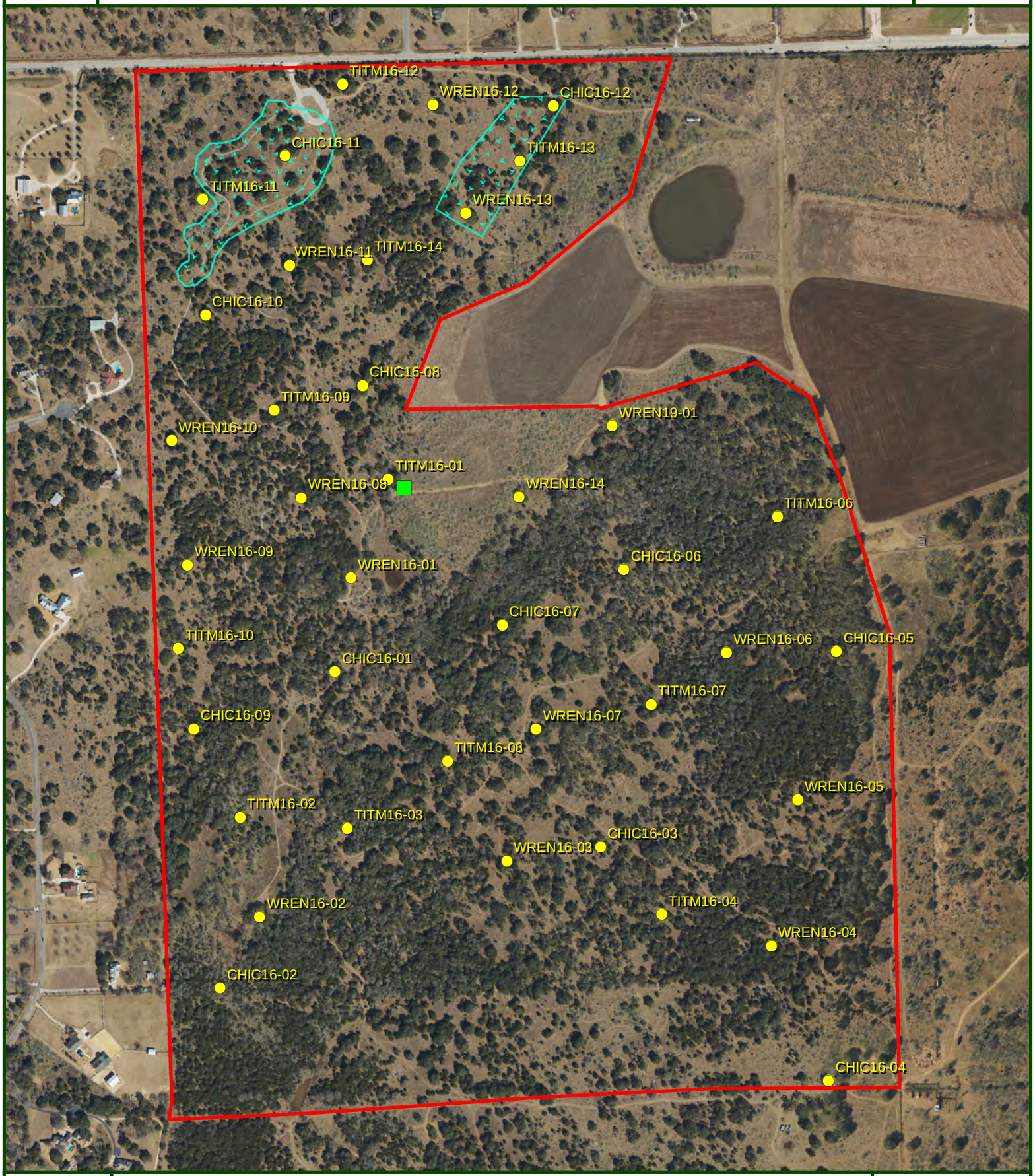
_____ Date

Texas Parks and Wildlife does not maintain the information collected through this form. This completed form is only provided to the County Tax Appraiser. Please inquire with your County Central Appraisal District on any local laws concerning any information collected through this form.

Prepared by Plateau Land & Wildlife Management (Plateau). Plateau is not responsible for the quality, suitability, or intensity level of wildlife management activities conducted by other entities on our clients' properties.

HAYS COUNTY							
Property ID	**Owner**	**Legal Description**	*****	**Total Acreage**	**Wildlife Management Acreage**	**Agricultural Acreage**	**Residential Acreage**
10897	DAHLSTROM FAMILY LP	A0007 SINCLAIR GERVAIS SURVEY, TRACT PT OF 6, ACRES 850.40		850.400	384.010	465.390	1.000
		Total Acres		**850.400**	**384.010**	**465.390**	**1.000**

Dahlstrom Family, LP
2022 Wildlife Management Activities



Plateau Land & Wildlife Management

Property Boundary
Fire Ant Control
Nest Box
Quail Station

Feet
0 125 250 500
N

Breeding Bird Survey

Howe Pasture - Public Access Project
Dahlstrom Family LP
By: Danielle Belleny
Observers: Quincy Kennedy
Date: June 9, 2022

A breeding bird survey was conducted on the Howe Pasture - Public Access Project property in Hays County on the morning of June 9, 2022. Danielle Belleny, biologist for Plateau Land and Wildlife, conducted the survey. The protocol for the survey was to re-survey or establish stations throughout the 384.01 acre ranch at 250 meter (.15 mile) or greater intervals. Observations, both visual and auditory, were taken at each station for periods lasting three minutes. We observed 8 station(s) during this survey. The survey began at 0656 and ended at 0827. Weather conditions were noted at the beginning and end of the survey.

An annual survey using the same stations will be conducted on the property during the breeding season (mid March - mid June), between 0600 and 1100 hours. These surveys will be helpful in determining trends in population changes of the breeding birds on the subject property. This information could be useful in targeting and/or maintaining management activities with regards to breeding birds found on the Howe Pasture - Public Access Project property.

A brief description of the stations, beginning and ending weather observations, and a list of bird observations organized by station follows.

Station 1

Station 1 is found in the northern half of the tract towards the western boundary. The surrounding habitat consists of mixed oak-elm woodlands with a somewhat open canopy, dominated by cool season grasses and various early successional wildflowers. This habitat is thematic across the entire Howe Pasture with the exception of some scattered mesquite invaded pastures. A total of 8 species were observed.

Station 2

Station 2 is situated in the northern "arm" of the property with FM 967 to the north and a very large open pasture to the east. A total of 5 species were observed.

Station 3

Station 3 can be found on the southern bank of a small pond, lined by cedar elm, live oak, juniper, Texas oak, hackberry, and mesquite. To the north-northeast, a large mesquite invaded field can be found. A total of 8 species were observed.

Station 4

Station 4 is nearer to the eastern boundary of the Howe Pasture, with the large open sunflower dominated pasture to the east. Habitat in the vicinity is comparable to the rest of the tract. Persimmon, agarita, prickly pear, bumelia, and greenbriar are common in the area. A total of 8 species were observed.

Station 5

Station 5 is located near the southeastern corner of the tract. Mesquite savannah is found to the east. A total of 6 species were observed.

Station 6

Station 6 is placed near the center of the property in a small open glade, enveloped by mature live oak woodlands. A total of 11 species were observed.

Station 7

Station 7 is found along the southern boundary, directly south of Station 6, in comparable habitat. Tree mortality, mostly oaks and elms, appears to be high in the area. A total of 7 species were observed.

Station 8

Station 8 is situated near the southwestern corner of the tract. A total of 10 species were observed.

Observations

Station Number	1	2	3	4	5	6
Latitude	30.093	30.0944	30.0878	30.0899	30.0833	30.0863
Longitude	-97.9079	-97.9035	-97.9053	-97.8988	-97.8986	-97.9022
Time	0705	0656	0714	0810	0827	0753
Temp (F)	73°	73°	74°	75°	75°	74°
Winds	0-5 mph E	0-5 mph E	0-5 mph E	0-5 mph E	0-5 mph E	0-5 mph E
Sky Conditions	Partly cloudy	Partly cloudy	Partly cloudy	Partly cloudy	Partly cloudy	Partly cloudy

Bird Species							Total
Black-bellied Whistling-Duck				1			4
Great Blue Heron							1
Black Vulture							1
Turkey Vulture							1
White-winged Dove						1	2
Mourning Dove				2		1	11
Yellow-billed Cuckoo	2		2		1	1	7
Great Horned Owl							1
Golden-fronted Woodpecker				1			1
Ladder-backed Woodpecker		1					1
White-eyed Vireo	1		2		1	2	7
American Crow						3	5
Purple Martin				2			9
Northern Rough-winged Swallow	1	4				1	9
Black-crested Titmouse	2		2	2			7
Carolina Wren	1						1
Bewick's Wren	1				1	2	5
Blue-gray Gnatcatcher							2
Northern Mockingbird		1					2
Summer Tanager					1	1	5
Northern Cardinal	1	3	3			1	17
Blue Grosbeak			2				2
Painted Bunting	3	1	2	3	1	4	24
Red-winged Blackbird				1			1
Brown-headed Cowbird			2	3	1	2	18
Lesser Goldfinch			1				1
Totals:	12	10	16	15	6	19	145

Total Species: 26

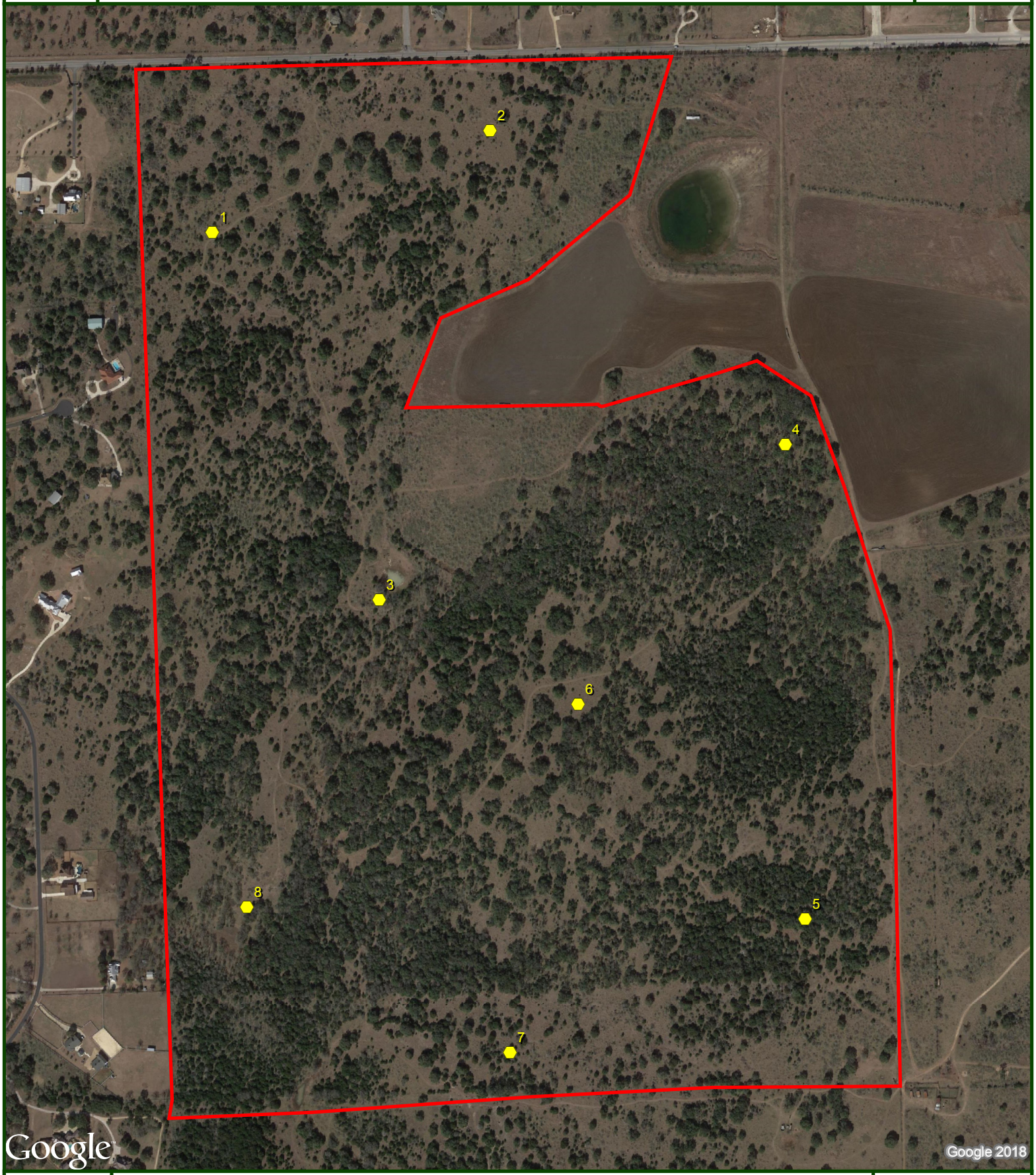
Observations

Station Number	**7**	**8**
Latitude	30.0835	30.0835
Longitude	-97.9075	-97.9075
Time	0738	0722
Temp (F)	74°	74°
Winds	0-5 mph E	0-5 mph E
Sky Conditions	Partly cloudy	Partly cloudy

Bird Species			**Incidental**	**Total**
Black-bellied Whistling-Duck			3	4
Great Blue Heron			1	1
Black Vulture			1	1
Turkey Vulture			1	1
White-winged Dove	1			2
Mourning Dove	3	3	2	11
Yellow-billed Cuckoo	1			7
Great Horned Owl			1	1
Golden-fronted Woodpecker				1
Ladder-backed Woodpecker				1
White-eyed Vireo		1		7
American Crow	1	1		5
Purple Martin		4	3	9
Northern Rough-winged Swallow		3		9
Black-crested Titmouse		1		7
Carolina Wren				1
Bewick's Wren			1	5
Blue-gray Gnatcatcher			2	2
Northern Mockingbird			1	2
Summer Tanager		3		5
Northern Cardinal	4	1	4	17
Blue Grosbeak				2
Painted Bunting	5	1	3	24
Red-winged Blackbird				1
Brown-headed Cowbird	4	3	3	18
Lesser Goldfinch				1
Totals:	19	21	27	145

Total Species: 26

Dahlstrom Family LP
Breeding Bird Survey



Plateau Land & Wildlife Management

Property Boundary

BBS Station

Feet
0 125 250 500
N

Work Order No. 21537

Service Location

Howe Pasture - Public Access Project - Hays County

Contact

Lisa Griffin

PO Box 1251
Dripping Springs, TX 78620
512-894-3479
www.plateauwildlife.com

Job Name: 2022 ORFA (10 ac)
Job Type: Fire Ant Control

Property Information			
Service Region:	Dripping Springs	**County:**	Hays
Activity Information			
Activity Type:	Predator Control		
Imported Red Fire Ant Treatment			
Treatment Method:	Extinguish Plus	**Amount of ant bait used (lbs):**	1
Total acreage sold:	10	**Total acreage treated today:**	8.17
Total acreage previously treated:	0	**Remaining acreage:**	1.83
Foraging Activity:	Medium	**Mound Density:**	Medium
Products and Services Job Checklist			
Follow Up Required:	No	**Additional Log Sheets to Attach:**	Yes
Other Information			
Notes:			

THANK YOU for choosing Plateau Land and Wildlife Management, Inc.

QUESTIONS? CONTACT US

helpdesk@plateauwildlife.com
512-894-3479

Assign/Appointment	Date/Time	Duration
Kennedy, Quincy	6-9-2022 10:00 AM	5.00
Nelson, Cody	6-9-2022 12:00 PM	1.00
Porterfield, Shantel		0.00

Service Location: Howe Pasture - Public Access Project - Hays County

Job ID 21537 **Imported Red Fire Ant** Tech: CNe, CKe

Date:	6/9/2022	Acres Treated Today:	8.17
Total Acreage Sold:	10.00	Acres Previously Treated:	0.00
Lbs. of bait used:	1	Acres Remaining:	1.83

Work Order No. 23932

Service Location

Howe Pasture - Public Access Project - Hays County

Contact

Lisa Griffin

PO Box 1251
Dripping Springs, TX 78620
512-894-3479
www.plateauwildlife.com

Job Name: 2022 ORFA (FOLLOWUP)
Job Type: Fire Ant Control

Property Information			
Service Region:	Dripping Springs	**County:**	Hays
Activity Information			
Activity Type:	Predator Control		
Imported Red Fire Ant Treatment			
Treatment Method:	Organic	**Amount of ant bait used (lbs):**	2
Total acreage sold:	10	**Total acreage treated today:**	4.64
Total acreage previously treated:	8.17	**Remaining acreage:**	-2.81
Foraging Activity:	Medium	**Mound Density:**	Medium
Products and Services Job Checklist			
Follow Up Required:	No	**Additional Log Sheets to Attach:**	Yes
Other Information			
Notes:			

THANK YOU for choosing Plateau Land and Wildlife Management, Inc.

QUESTIONS? CONTACT US

helpdesk@plateauwildlife.com
512-894-3479

Assign/Appointment	Date/Time	Duration
Kennedy, Quincy	11-2-2022 8:00 AM	7.00
Wicken, Zoe		0.00

Service Location: Howe Pasture - Public Access Project

Job ID 23932 **Imported Red Fire Ant** Tech: QKe, JMa

Date:	11/2/2022	Acres Treated Today:	4.64
Total Acreage Sold:	10.00	Acres Previously Treated:	8.17
Lbs. of bait used:	2	Acres Remaining:	-2.81

Work Order No. 21538

Service Location

Howe Pasture - Public Access Project - Hays County

Contact

Lisa Griffin

PO Box 1251
Dripping Springs, TX 78620
512-894-3479
www.plateauwildlife.com

Job Name: 2022 QR100 1/2
Job Type: Quail Station Maintenance

Property Information			
Service Region:	Dripping Springs	**County:**	Hays
Activity Information			
Activity Type:	Supplemental Food and Supplemental Water	**Product Type:**	Quail and Small Wildlife Station
Products and Services Job Checklist			
Follow Up Required:	No	**Additional Log Sheets to Attach:**	Yes
Other Information			
Notes:			

THANK YOU for choosing Plateau Land and Wildlife Management, Inc.

QUESTIONS? CONTACT US

helpdesk@plateauwildlife.com
512-894-3479

Assign/Appointment	Date/Time	Duration
Kennedy, Quincy	6-9-2022 10:00 AM	5.00

Service Location: Howe Pasture - Public Access Project - Hays County

Job ID: 21538 **Tech:** QKe

Supplemental Food & Water Activities

Activity: Supplemental Food	**Product:** Quail and Small Wildlife Station
Date: 6/9/2022	**Waypoint:** QSTN 16-01

Condition: Functional		**Repair:** NO	added 100 lbs. of fresh hen scratch with sunflower seeds
Feed Level Empty	**Feed Added:** 100 lbs.		

Activity: Supplemental Water	**Product:** Quail and Small Wildlife Station
Date: 6/9/2022	**Waypoint:** QSTN 16-01

Condition: Functional		**Repair:** YES	Filled in holes dug by wildlife underneath
Water Level 100%	**Water Added:** NO		

Work Order No. 21540

Service Location

Howe Pasture - Public Access Project - Hays County

Contact

Lisa Griffin

PO Box 1251
Dripping Springs, TX 78620
512-894-3479
www.plateauwildlife.com

Job Name: 2022 QR100 2/2
Job Type: Quail Station Maintenance

Property Information			
Service Region:	Dripping Springs	**County:**	Hays
Activity Information			
Activity Type:	Supplemental Food and Supplemental Water	**Product Type:**	Quail and Small Wildlife Station
Products and Services Job Checklist			
Follow Up Required:	No	**Additional Log Sheets to Attach:**	Yes
Other Information			
Notes:			

THANK YOU for choosing Plateau Land and Wildlife Management, Inc.

QUESTIONS? CONTACT US

helpdesk@plateauwildlife.com
512-894-3479

Assign/Appointment	Date/Time	Duration
Kennedy, Quincy	11-2-2022 8:00 AM	7.00

Service Location: Howe Pasture - Public Access Project

Job ID: 21540

Tech: QKe, JMa

Supplemental Food & Water Activities

Activity: Supplemental Food	**Product:** Quail and Small Wildlife Station
Date: 11/2/2022	**Waypoint:** QSTN 16-01

Condition: Functional		**Repair:** NO	Cleaned out old seed. Refilled with new sunflower mix
Feed Level Empty	**Feed Added:** 100 lbs.		

Activity: Supplemental Water	**Product:** Quail and Small Wildlife Station
Date: 11/2/2022	**Waypoint:** QSTN 16-01

Condition: Functional		**Repair:** NO	Cleaned out pan and checked for leaks. Added the rocks
Water Level 100%	**Water Added:** NO gal.		

Work Order No. 21535

Service Location

Howe Pasture - Public Access Project - Hays County

Contact

Lisa Griffin

PO Box 1251
Dripping Springs, TX 78620
512-894-3479
www.plateauwildlife.com

Job Name: 2022 SMV 1/2
Job Type: Site Monitoring Visit

Property Information			
Service Region:	Dripping Springs	**County:**	Hays
Activity Information			
Activity Type:	Supplemental Shelter	**Product Type:**	Nest Boxes
Products and Services Job Checklist			
Follow Up Required:	No	**Additional Log Sheets to Attach:**	Yes

THANK YOU for choosing Plateau Land and Wildlife Management, Inc.

QUESTIONS? CONTACT US

helpdesk@plateauwildlife.com
512-894-3479

Assign/Appointment	Date/Time	Duration
Kennedy, Quincy	6-9-2022 10:00 AM	5.00
Kennedy, Quincy	6-17-2022 7:00 AM	2.00

Wildlife Management Activities Log Sheet

Service Location: Howe Pasture - Public Access Project - Hays County

Job ID: 21535

Tech: QKe

Site Monitoring Visit

Field Notes:

40 nest boxes found in good condition. 7 boxes contained active nests, which were left in place. All other boxes were cleared of debris and are ready for future use.

The Quail and Small Wildlife Station was found with a full tank of water and an empty feeder. Technicians refilled the feeder, rinsed out the water pan, and filled in holes dug under the structure by wildlife.

- [x] Field Notes and photos for on-site Supplemental Water Activities recorded in Job ID: 21538
- [x] Field Notes and photos for on-site Supplemental Food Activities recorded in Job ID: 21538

Activity:	**Product:**
Date:	**Waypoint:**
This Field Intentionally Left Blank	This Field Intentionally Left Blank
Condition:	**Repair:**

Service Location: Howe Pasture - Public Access Project - Hays County **Date:** 06/09/2022

Job ID: 21535 **Tech:** QKe

NEST BOX: Titmouse **NEST PRESENT** ☐

ID: TITM 16-01 **IN USE:** ☐ **CLEANED OUT:** ☐

CONTENTS: Leaves Grass Twigs/Sticks Hair/Fur

☐ Cedar Bark ☐ Feathers ☑ Moss ☐ Catkins ☐ Lint/Trash

☐ Misc. Debris ☐ Wasp Nest ☐ Mouse Nest ☐ Ants

 # EGGS: ____ **DESCRIPTION:** ____

 # NESTLINGS: ____ **OTHER:** ☐ Missing ☐ Repaired ☐ Relocated

☐ Future repair/replacement required ☐ Could not find

Notes:

Nest box in good working order. No nest materials found at this time.

NEST BOX: Wren **NEST PRESENT** ☑

ID: WREN 16-01 **IN USE:** ☑ **CLEANED OUT:** ☐

CONTENTS: Leaves Grass Twigs/Sticks ✔ Hair/Fur

☑ Cedar Bark ☐ Feathers ☐ Moss ☐ Catkins ☑ Lint/Trash

☐ Misc. Debris ☐ Wasp Nest ☐ Mouse Nest ☐ Ants

 # EGGS: ____ **DESCRIPTION:** ____

 # NESTLINGS: ____ **OTHER:** ☐ Missing ☐ Repaired ☐ Relocated

☐ Future repair/replacement required ☐ Could not find

Notes:

NEST BOX: Chickadee **NEST PRESENT** ☐

ID: CHIC 16-01 **IN USE:** ☐ **CLEANED OUT:** ☐

CONTENTS: Leaves Grass Twigs/Sticks Hair/Fur

☐ Cedar Bark ☐ Feathers ☐ Moss ☐ Catkins ☐ Lint/Trash

☐ Misc. Debris ☐ Wasp Nest ☐ Mouse Nest ☐ Ants

 # EGGS: ____ **DESCRIPTION:** ____

 # NESTLINGS: ____ **OTHER:** ☐ Missing ☐ Repaired ☐ Relocated

☐ Future repair/replacement required ☐ Could not find

Notes:

Nest box in good working order. No nest materials found at this time.

NEST BOX: Titmouse **NEST PRESENT** ☐

ID: TITM 16-03 **IN USE:** ☐ **CLEANED OUT:** ☑

CONTENTS: Leaves Grass Twigs/Sticks Hair/Fur

☐ Cedar Bark ☐ Feathers ☐ Moss ☐ Catkins ☐ Lint/Trash

☐ Misc. Debris ☑ Wasp Nest ☐ Mouse Nest ☐ Ants

 # EGGS: ____ **DESCRIPTION:** ____

 # NESTLINGS: ____ **OTHER:** ☐ Missing ☐ Repaired ☐ Relocated

☐ Future repair/replacement required ☐ Could not find

Notes:

Nest box in good working order. No nest materials found at this time.

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Service Location: Howe Pasture - Public Access Project - Hays County **Date:** 06/09/2022

Job ID: 21535 **Tech:** QKe

NEST BOX: Titmouse **NEST PRESENT** ☐

ID: TITM 16-08 **IN USE:** ☐ **CLEANED OUT:** ☐

CONTENTS: Leaves Grass Twigs/Sticks Hair/Fur

☐ Cedar Bark ☐ Feathers ☐ Moss ☐ Catkins ☐ Lint/Trash

☐ Misc. Debris ☐ Wasp Nest ☐ Mouse Nest ☐ Ants

 # EGGS: ____ **DESCRIPTION:** ____

 # NESTLINGS: ____ **OTHER:** ☐ Missing ☐ Repaired ☐ Relocated

☐ Future repair/replacement required ☐ Could not find

Notes:

Nest box in good working order. No nest materials found at this time.

NEST BOX: Wren **NEST PRESENT** ☐

ID: WREN 16-03 **IN USE:** ☐ **CLEANED OUT:** ☐

CONTENTS: Leaves Grass Twigs/Sticks Hair/Fur

☐ Cedar Bark ☐ Feathers ☐ Moss ☐ Catkins ☐ Lint/Trash

☐ Misc. Debris ☐ Wasp Nest ☐ Mouse Nest ☑ Ants

 # EGGS: ____ **DESCRIPTION:** ____

 # NESTLINGS: ____ **OTHER:** ☐ Missing ☐ Repaired ☐ Relocated

☐ Future repair/replacement required ☐ Could not find

Notes:

Nest box in good working order. No nest materials found at this time.

NEST BOX: Chickadee **NEST PRESENT** ☐

ID: CHIC 16-03 **IN USE:** ☐ **CLEANED OUT:** ☐

CONTENTS: Leaves Grass Twigs/Sticks Hair/Fur

☐ Cedar Bark ☐ Feathers ☐ Moss ☐ Catkins ☐ Lint/Trash

☐ Misc. Debris ☐ Wasp Nest ☐ Mouse Nest ☐ Ants

 # EGGS: ____ **DESCRIPTION:** ____

 # NESTLINGS: ____ **OTHER:** ☐ Missing ☐ Repaired ☐ Relocated

☐ Future repair/replacement required ☐ Could not find

Notes:

Nest box in good working order. No nest materials found at this time.

NEST BOX: Titmouse **NEST PRESENT** ☐

ID: TITM 16-04 **IN USE:** ☐ **CLEANED OUT:** ☐

CONTENTS: Leaves Grass Twigs/Sticks Hair/Fur

☐ Cedar Bark ☐ Feathers ☐ Moss ☐ Catkins ☐ Lint/Trash

☐ Misc. Debris ☐ Wasp Nest ☐ Mouse Nest ☐ Ants

 # EGGS: ____ **DESCRIPTION:** ____

 # NESTLINGS: ____ **OTHER:** ☐ Missing ☐ Repaired ☐ Relocated

☐ Future repair/replacement required ☐ Could not find

Notes:

Nest box in good working order. No nest materials found at this time.

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Service Location: Howe Pasture - Public Access Project - Hays County **Date:** 06/09/2022

Job ID: 21535 **Tech:** QKe

NEST BOX: Wren **NEST PRESENT** ☐

ID: WREN 16-04 **IN USE:** ☐ **CLEANED OUT:** ☐

CONTENTS: Leaves Grass Twigs/Sticks Hair/Fur

☐ Cedar Bark ☐ Feathers ☐ Moss ☐ Catkins ☐ Lint/Trash

☐ Misc. Debris ☑ Wasp Nest ☐ Mouse Nest ☐ Ants

 # EGGS: ____ **DESCRIPTION:** ____

 # NESTLINGS: ____ **OTHER:** ☐ Missing ☐ Repaired ☐ Relocated

☐ Future repair/replacement required ☐ Could not find

Notes:

Nest box in good working order. No nest materials found at this time.

NEST BOX: Chickadee **NEST PRESENT** ☐

ID: CHIC 16-04 **IN USE:** ☐ **CLEANED OUT:** ☑

CONTENTS: Leaves Grass Twigs/Sticks Hair/Fur

☐ Cedar Bark ☐ Feathers ☐ Moss ☐ Catkins ☐ Lint/Trash

☐ Misc. Debris ☑ Wasp Nest ☐ Mouse Nest ☐ Ants

 # EGGS: ____ **DESCRIPTION:** ____

 # NESTLINGS: ____ **OTHER:** ☐ Missing ☐ Repaired ☐ Relocated

☐ Future repair/replacement required ☐ Could not find

Notes:

Nest box in good working order. No nest materials found at this time.

NEST BOX: Wren **NEST PRESENT** ☐

ID: WREN 16-05 **IN USE:** ☐ **CLEANED OUT:** ☐

CONTENTS: Leaves Grass Twigs/Sticks Hair/Fur

☐ Cedar Bark ☐ Feathers ☐ Moss ☐ Catkins ☐ Lint/Trash

☐ Misc. Debris ☐ Wasp Nest ☐ Mouse Nest ☐ Ants

 # EGGS: ____ **DESCRIPTION:** ____

 # NESTLINGS: ____ **OTHER:** ☐ Missing ☐ Repaired ☐ Relocated

☐ Future repair/replacement required ☐ Could not find

Notes:

Nest box in good working order. No nest materials found at this time.

NEST BOX: Chickadee **NEST PRESENT** ☐

ID: CHIC 16-05 **IN USE:** ☐ **CLEANED OUT:** ☐

CONTENTS: Leaves Grass Twigs/Sticks Hair/Fur

☐ Cedar Bark ☐ Feathers ☐ Moss ☐ Catkins ☐ Lint/Trash

☐ Misc. Debris ☑ Wasp Nest ☐ Mouse Nest ☐ Ants

 # EGGS: ____ **DESCRIPTION:** ____

 # NESTLINGS: ____ **OTHER:** ☐ Missing ☐ Repaired ☐ Relocated

☐ Future repair/replacement required ☐ Could not find

Notes:

Nest box in good working order. No nest materials found at this time.

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Service Location: Howe Pasture - Public Access Project - Hays County **Date:** 06/09/2022

Job ID: 21535 **Tech:** QKe

NEST BOX: Titmouse **NEST PRESENT** ☐

ID: TITM 16-06 **IN USE:** ☐ **CLEANED OUT:** ☐

CONTENTS: Leaves Grass Twigs/Sticks Hair/Fur

☐ Cedar Bark ☐ Feathers ☐ Moss ☐ Catkins ☐ Lint/Trash

☐ Misc. Debris ☐ Wasp Nest ☐ Mouse Nest ☐ Ants

 # EGGS: ____ **DESCRIPTION:** ____

 # NESTLINGS: ____ **OTHER:** ☐ Missing ☐ Repaired ☐ Relocated

☐ Future repair/replacement required ☐ Could not find

Notes:

Nest box in good working order. No nest materials found at this time.

NEST BOX: Wren **NEST PRESENT** ☐

ID: WREN 16-06 **IN USE:** ☐ **CLEANED OUT:** ☐

CONTENTS: Leaves Grass Twigs/Sticks Hair/Fur

☐ Cedar Bark ☐ Feathers ☐ Moss ☐ Catkins ☐ Lint/Trash

☐ Misc. Debris ☐ Wasp Nest ☐ Mouse Nest ☐ Ants

 # EGGS: ____ **DESCRIPTION:** ____

 # NESTLINGS: ____ **OTHER:** ☐ Missing ☐ Repaired ☐ Relocated

☐ Future repair/replacement required ☐ Could not find

Notes:

Nest box in good working order. No nest materials found at this time.

NEST BOX: Titmouse **NEST PRESENT** ☐

ID: TITM 16-07 **IN USE:** ☐ **CLEANED OUT:** ☐

CONTENTS: Leaves Grass Twigs/Sticks Hair/Fur

☐ Cedar Bark ☐ Feathers ☐ Moss ☐ Catkins ☐ Lint/Trash

☐ Misc. Debris ☐ Wasp Nest ☐ Mouse Nest ☐ Ants

 # EGGS: ____ **DESCRIPTION:** ____

 # NESTLINGS: ____ **OTHER:** ☐ Missing ☐ Repaired ☐ Relocated

☐ Future repair/replacement required ☐ Could not find

Notes:

Nest box in good working order. No nest materials found at this time.

NEST BOX: Wren **NEST PRESENT** ☐

ID: WREN 16-07 **IN USE:** ☐ **CLEANED OUT:** ☐

CONTENTS: Leaves Grass Twigs/Sticks Hair/Fur

☐ Cedar Bark ☐ Feathers ☐ Moss ☐ Catkins ☐ Lint/Trash

☐ Misc. Debris ☑ Wasp Nest ☐ Mouse Nest ☐ Ants

 # EGGS: ____ **DESCRIPTION:** ____

 # NESTLINGS: ____ **OTHER:** ☐ Missing ☐ Repaired ☐ Relocated

☐ Future repair/replacement required ☐ Could not find

Notes:

Nest box in good working order. No nest materials found at this time.

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Service Location: Howe Pasture - Public Access Project - Hays County **Date:** 06/09/2022

Job ID: 21535 **Tech:** QKe

NEST BOX: Chickadee **NEST PRESENT** ☐

ID: CHIC 16-07 **IN USE:** ☐ **CLEANED OUT:** ☐

CONTENTS: Leaves Grass Twigs/Sticks Hair/Fur

☐ Cedar Bark ☐ Feathers ☐ Moss ☐ Catkins ☐ Lint/Trash

☐ Misc. Debris ☐ Wasp Nest ☐ Mouse Nest ☐ Ants

 # EGGS: ____ **DESCRIPTION:** ____

 # NESTLINGS: ____ **OTHER:** ☐ Missing ☐ Repaired ☐ Relocated

☐ Future repair/replacement required ☐ Could not find

Notes:

Nest box in good working order. No nest materials found at this time.

NEST BOX: Chickadee **NEST PRESENT** ☐

ID: CHIC 16-06 **IN USE:** ☐ **CLEANED OUT:** ☐

CONTENTS: Leaves Grass Twigs/Sticks Hair/Fur

☐ Cedar Bark ☐ Feathers ☐ Moss ☐ Catkins ☐ Lint/Trash

☐ Misc. Debris ☐ Wasp Nest ☐ Mouse Nest ☐ Ants

 # EGGS: ____ **DESCRIPTION:** ____

 # NESTLINGS: ____ **OTHER:** ☐ Missing ☐ Repaired ☐ Relocated

☐ Future repair/replacement required ☐ Could not find

Notes:

Nest box in good working order. No nest materials found at this time.

NEST BOX: Titmouse **NEST PRESENT** ☑

ID: TITM 16-12 **IN USE:** ☑ **CLEANED OUT:** ☐

CONTENTS: Leaves Grass Twigs/Sticks ✔ Hair/Fur

☐ Cedar Bark ☐ Feathers ☑ Moss ☐ Catkins ☐ Lint/Trash

☐ Misc. Debris ☐ Wasp Nest ☐ Mouse Nest ☐ Ants

 # EGGS: ____ **DESCRIPTION:** ____

 # NESTLINGS: ____ **OTHER:** ☐ Missing ☐ Repaired ☐ Relocated

☐ Future repair/replacement required ☐ Could not find

Notes:

NEST BOX: Wren **NEST PRESENT** ☐

ID: WREN 16-12 **IN USE:** ☐ **CLEANED OUT:** ☐

CONTENTS: Leaves Grass Twigs/Sticks Hair/Fur

☐ Cedar Bark ☐ Feathers ☐ Moss ☐ Catkins ☐ Lint/Trash

☐ Misc. Debris ☐ Wasp Nest ☐ Mouse Nest ☑ Ants

 # EGGS: ____ **DESCRIPTION:** ____

 # NESTLINGS: ____ **OTHER:** ☐ Missing ☐ Repaired ☐ Relocated

☐ Future repair/replacement required ☐ Could not find

Notes:

Nest box in good working order. No nest materials found at this time.

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Service Location: Howe Pasture - Public Access Project - Hays County **Date:** 06/09/2022

Job ID: 21535 **Tech:** QKe

NEST BOX: Chickadee **NEST PRESENT** ☐

ID: CHIC 16-12 **IN USE:** ☐ **CLEANED OUT:** ☐

CONTENTS: Leaves Grass Twigs/Sticks Hair/Fur

☐ Cedar Bark ☐ Feathers ☐ Moss ☐ Catkins ☐ Lint/Trash

☐ Misc. Debris ☐ Wasp Nest ☐ Mouse Nest ☐ Ants

 # EGGS: ____ **DESCRIPTION:** ____

 # NESTLINGS: ____ **OTHER:** ☐ Missing ☐ Repaired ☐ Relocated

☐ Future repair/replacement required ☐ Could not find

Notes:

Nest box in good working order. No nest materials found at this time.

NEST BOX: Titmouse **NEST PRESENT** ☑

ID: TITM 16-13 **IN USE:** ☑ **CLEANED OUT:** ☐

CONTENTS: Leaves Grass Twigs/Sticks ✔ Hair/Fur

☐ Cedar Bark ☐ Feathers ☑ Moss ☐ Catkins ☐ Lint/Trash

☐ Misc. Debris ☐ Wasp Nest ☐ Mouse Nest ☐ Ants

 # EGGS: ____ **DESCRIPTION:** ____

 # NESTLINGS: ____ **OTHER:** ☐ Missing ☐ Repaired ☐ Relocated

☐ Future repair/replacement required ☐ Could not find

Notes:

NEST BOX: Wren **NEST PRESENT** ☑

ID: WREN 16-13 **IN USE:** ☐ **CLEANED OUT:** ☑

CONTENTS: ✔ Leaves Grass ✔ Twigs/Sticks ✔ Hair/Fur

☑ Cedar Bark ☑ Feathers ☐ Moss ☐ Catkins ☐ Lint/Trash

☐ Misc. Debris ☐ Wasp Nest ☐ Mouse Nest ☐ Ants

 # EGGS: ____ **DESCRIPTION:** ____

 # NESTLINGS: ____ **OTHER:** ☐ Missing ☐ Repaired ☐ Relocated

☐ Future repair/replacement required ☐ Could not find

Notes:

Opening widened beyond specification by mammal activity.

NEST BOX: Titmouse **NEST PRESENT** ☐

ID: TITM 16-14 **IN USE:** ☐ **CLEANED OUT:** ☐

CONTENTS: Leaves Grass Twigs/Sticks Hair/Fur

☐ Cedar Bark ☐ Feathers ☐ Moss ☐ Catkins ☐ Lint/Trash

☐ Misc. Debris ☐ Wasp Nest ☐ Mouse Nest ☐ Ants

 # EGGS: ____ **DESCRIPTION:** ____

 # NESTLINGS: ____ **OTHER:** ☐ Missing ☐ Repaired ☐ Relocated

☐ Future repair/replacement required ☐ Could not find

Notes:

Nest box in good working order. No nest materials found at this time.

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Service Location: Howe Pasture - Public Access Project - Hays County **Date:** 06/09/2022

Job ID: 21535 **Tech:** QKe

NEST BOX: Wren **NEST PRESENT** ☐

ID: WREN 16-11 **IN USE:** ☐ **CLEANED OUT:** ☑

CONTENTS: Leaves Grass Twigs/Sticks Hair/Fur

☐ Cedar Bark ☐ Feathers ☐ Moss ☐ Catkins ☐ Lint/Trash

☐ Misc. Debris ☑ Wasp Nest ☐ Mouse Nest ☐ Ants

 # EGGS: ____ **DESCRIPTION:** ____

 # NESTLINGS: ____ **OTHER:** ☐ Missing ☐ Repaired ☐ Relocated

☐ Future repair/replacement required ☐ Could not find

Notes:

Nest box in good working order. No nest materials found at this time.

NEST BOX: Chickadee **NEST PRESENT** ☐

ID: CHIC 16-10 **IN USE:** ☐ **CLEANED OUT:** ☐

CONTENTS: Leaves Grass Twigs/Sticks Hair/Fur

☐ Cedar Bark ☐ Feathers ☐ Moss ☐ Catkins ☐ Lint/Trash

☐ Misc. Debris ☐ Wasp Nest ☐ Mouse Nest ☐ Ants

 # EGGS: ____ **DESCRIPTION:** ____

 # NESTLINGS: ____ **OTHER:** ☐ Missing ☐ Repaired ☐ Relocated

☐ Future repair/replacement required ☐ Could not find

Notes:

Nest box in good working order. No nest materials found at this time.

NEST BOX: Wren **NEST PRESENT** ☐

ID: WREN 19-01 **IN USE:** ☐ **CLEANED OUT:** ☐

CONTENTS: Leaves Grass Twigs/Sticks Hair/Fur

☐ Cedar Bark ☐ Feathers ☐ Moss ☐ Catkins ☐ Lint/Trash

☐ Misc. Debris ☐ Wasp Nest ☐ Mouse Nest ☐ Ants

 # EGGS: ____ **DESCRIPTION:** ____

 # NESTLINGS: ____ **OTHER:** ☐ Missing ☐ Repaired ☐ Relocated

☐ Future repair/replacement required ☐ Could not find

Notes:

Nest box in good working order. No nest materials found at this time.

NEST BOX: Wren **NEST PRESENT** ☐

ID: WREN 16-14 **IN USE:** ☐ **CLEANED OUT:** ☐

CONTENTS: Leaves Grass Twigs/Sticks Hair/Fur

☐ Cedar Bark ☐ Feathers ☐ Moss ☐ Catkins ☐ Lint/Trash

☐ Misc. Debris ☑ Wasp Nest ☐ Mouse Nest ☐ Ants

 # EGGS: ____ **DESCRIPTION:** ____

 # NESTLINGS: ____ **OTHER:** ☐ Missing ☐ Repaired ☐ Relocated

☐ Future repair/replacement required ☐ Could not find

Notes:

Nest box in good working order. No nest materials found at this time.

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Service Location: Howe Pasture - Public Access Project - Hays County **Date:** 06/09/2022

Job ID: 21535 **Tech:** QKe

NEST BOX: Wren **NEST PRESENT** ☑

ID: WREN 16-09 **IN USE:** ☑ **CLEANED OUT:** ☐

CONTENTS: ✔ Leaves Grass Twigs/Sticks ✔ Hair/Fur

☑ Cedar Bark ☐ Feathers ☐ Moss ☐ Catkins ☑ Lint/Trash

☐ Misc. Debris ☐ Wasp Nest ☐ Mouse Nest ☐ Ants

 # EGGS: ____ **DESCRIPTION:** ____

 # NESTLINGS: ____ **OTHER:** ☐ Missing ☐ Repaired ☐ Relocated

☐ Future repair/replacement required ☐ Could not find

Notes:

NEST BOX: Titmouse **NEST PRESENT** ☐

ID: TITM 16-10 **IN USE:** ☐ **CLEANED OUT:** ☐

CONTENTS: Leaves Grass Twigs/Sticks Hair/Fur

☐ Cedar Bark ☐ Feathers ☐ Moss ☐ Catkins ☐ Lint/Trash

☐ Misc. Debris ☑ Wasp Nest ☐ Mouse Nest ☐ Ants

 # EGGS: ____ **DESCRIPTION:** ____

 # NESTLINGS: ____ **OTHER:** ☐ Missing ☐ Repaired ☐ Relocated

☐ Future repair/replacement required ☐ Could not find

Notes:

Nest box in good working order. No nest materials found at this time.

NEST BOX: Chickadee **NEST PRESENT** ☐

ID: CHIC 16-09 **IN USE:** ☐ **CLEANED OUT:** ☐

CONTENTS: Leaves Grass Twigs/Sticks Hair/Fur

☐ Cedar Bark ☐ Feathers ☐ Moss ☐ Catkins ☐ Lint/Trash

☐ Misc. Debris ☐ Wasp Nest ☐ Mouse Nest ☐ Ants

 # EGGS: ____ **DESCRIPTION:** ____

 # NESTLINGS: ____ **OTHER:** ☐ Missing ☐ Repaired ☐ Relocated

☐ Future repair/replacement required ☐ Could not find

Notes:

Nest box in good working order. No nest materials found at this time.

NEST BOX: Wren **NEST PRESENT** ☐

ID: WREN 16-02 **IN USE:** ☐ **CLEANED OUT:** ☐

CONTENTS: Leaves Grass Twigs/Sticks Hair/Fur

☐ Cedar Bark ☐ Feathers ☐ Moss ☐ Catkins ☐ Lint/Trash

☐ Misc. Debris ☐ Wasp Nest ☐ Mouse Nest ☐ Ants

 # EGGS: ____ **DESCRIPTION:** ____

 # NESTLINGS: ____ **OTHER:** ☐ Missing ☐ Repaired ☐ Relocated

☐ Future repair/replacement required ☐ Could not find

Notes:

Nest box in good working order. No nest materials found at this time.

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Service Location: Howe Pasture - Public Access Project - Hays County **Date:** 06/09/2022

Job ID: 21535 **Tech:** QKe

NEST BOX: Chickadee **NEST PRESENT** ☐

ID: CHIC 16-02 **IN USE:** ☐ **CLEANED OUT:** ☐

CONTENTS: Leaves Grass Twigs/Sticks Hair/Fur

☐ Cedar Bark ☐ Feathers ☐ Moss ☐ Catkins ☐ Lint/Trash

☐ Misc. Debris ☑ Wasp Nest ☐ Mouse Nest ☐ Ants

 # EGGS: ____ **DESCRIPTION:** ____

 # NESTLINGS: ____ **OTHER:** ☐ Missing ☐ Repaired ☐ Relocated

☐ Future repair/replacement required ☐ Could not find

Notes:

Nest box in good working order. No nest materials found at this time.

NEST BOX: Titmouse **NEST PRESENT** ☑

ID: TITM 16-02 **IN USE:** ☐ **CLEANED OUT:** ☐

CONTENTS: Leaves Grass Twigs/Sticks ✔ Hair/Fur

☐ Cedar Bark ☐ Feathers ☐ Moss ☐ Catkins ☐ Lint/Trash

☐ Misc. Debris ☐ Wasp Nest ☐ Mouse Nest ☐ Ants

 # EGGS: ____ **DESCRIPTION:** ____

 # NESTLINGS: ____ **OTHER:** ☐ Missing ☐ Repaired ☐ Relocated

☐ Future repair/replacement required ☐ Could not find

Notes:

NEST BOX: Wren **NEST PRESENT** ☐

ID: WREN 16-08 **IN USE:** ☐ **CLEANED OUT:** ☐

CONTENTS: Leaves Grass Twigs/Sticks Hair/Fur

☐ Cedar Bark ☐ Feathers ☐ Moss ☐ Catkins ☐ Lint/Trash

☐ Misc. Debris ☐ Wasp Nest ☐ Mouse Nest ☐ Ants

 # EGGS: ____ **DESCRIPTION:** ____

 # NESTLINGS: ____ **OTHER:** ☐ Missing ☐ Repaired ☐ Relocated

☐ Future repair/replacement required ☐ Could not find

Notes:

Nest box in good working order. No nest materials found at this time.

NEST BOX: Wren **NEST PRESENT** ☐

ID: WREN 16-10 **IN USE:** ☐ **CLEANED OUT:** ☐

CONTENTS: Leaves Grass Twigs/Sticks Hair/Fur

☐ Cedar Bark ☐ Feathers ☐ Moss ☐ Catkins ☐ Lint/Trash

☐ Misc. Debris ☑ Wasp Nest ☐ Mouse Nest ☐ Ants

 # EGGS: ____ **DESCRIPTION:** ____

 # NESTLINGS: ____ **OTHER:** ☐ Missing ☐ Repaired ☐ Relocated

☐ Future repair/replacement required ☐ Could not find

Notes:

Nest box in good working order. No nest materials found at this time.

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Service Location: Howe Pasture - Public Access Project - Hays County **Date:** 06/09/2022

Job ID: 21535 **Tech:** QKe

NEST BOX: Titmouse **NEST PRESENT** ☐

ID: TITM 16-09 **IN USE:** ☐ **CLEANED OUT:** ☐

CONTENTS: Leaves Grass Twigs/Sticks Hair/Fur

☐ Cedar Bark ☐ Feathers ☐ Moss ☐ Catkins ☐ Lint/Trash

☐ Misc. Debris ☐ Wasp Nest ☐ Mouse Nest ☐ Ants

 # EGGS: ____ **DESCRIPTION:** ____

 # NESTLINGS: ____ **OTHER:** ☐ Missing ☐ Repaired ☐ Relocated

☐ Future repair/replacement required ☐ Could not find

Notes:

Nest box in good working order. No nest materials found at this time.

NEST BOX: Chickadee **NEST PRESENT** ☐

ID: CHIC 16-08 **IN USE:** ☐ **CLEANED OUT:** ☐

CONTENTS: Leaves Grass Twigs/Sticks Hair/Fur

☐ Cedar Bark ☐ Feathers ☐ Moss ☐ Catkins ☐ Lint/Trash

☐ Misc. Debris ☐ Wasp Nest ☐ Mouse Nest ☐ Ants

 # EGGS: ____ **DESCRIPTION:** ____

 # NESTLINGS: ____ **OTHER:** ☐ Missing ☐ Repaired ☐ Relocated

☐ Future repair/replacement required ☐ Could not find

Notes:

NEST BOX: Titmouse **NEST PRESENT** ☑

ID: TITM 16-11 **IN USE:** ☐ **CLEANED OUT:** ☑

CONTENTS: Leaves ✔ Grass Twigs/Sticks ✔ Hair/Fur

☐ Cedar Bark ☐ Feathers ☑ Moss ☐ Catkins ☐ Lint/Trash

☐ Misc. Debris ☐ Wasp Nest ☐ Mouse Nest ☐ Ants

 # EGGS: ____ **DESCRIPTION:** ____

 # NESTLINGS: ____ **OTHER:** ☐ Missing ☐ Repaired ☐ Relocated

☐ Future repair/replacement required ☐ Could not find

Notes: Moved to higher branch

NEST BOX: Chickadee **NEST PRESENT** ☐

ID: CHIC 16-11 **IN USE:** ☐ **CLEANED OUT:** ☐

CONTENTS: Leaves Grass Twigs/Sticks Hair/Fur

☐ Cedar Bark ☐ Feathers ☐ Moss ☐ Catkins ☐ Lint/Trash

☐ Misc. Debris ☐ Wasp Nest ☐ Mouse Nest ☐ Ants

 # EGGS: ____ **DESCRIPTION:** ____

 # NESTLINGS: ____ **OTHER:** ☐ Missing ☐ Repaired ☐ Relocated

☐ Future repair/replacement required ☐ Could not find

Notes:

Nest box in good working order. No nest materials found at this time.

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Work Order No. 21536

Service Location

Howe Pasture - Public Access Project - Hays County

Contact

Lisa Griffin

PO Box 1251
Dripping Springs, TX 78620
512-894-3479
www.plateauwildlife.com

Job Name: 2022 SMV 2/2
Job Type: Site Monitoring Visit

Property Information			
Service Region:	Dripping Springs	**County:**	Hays
Activity Information			
Activity Type:	Supplemental Shelter	**Product Type:**	Nest Boxes
Products and Services Job Checklist			
Follow Up Required:	No	**Additional Log Sheets to Attach:**	Yes

THANK YOU for choosing Plateau Land and Wildlife Management, Inc.

QUESTIONS? CONTACT US

helpdesk@plateauwildlife.com
512-894-3479

Assign/Appointment	Date/Time	Duration
Kennedy, Quincy	11-2-2022 8:00 AM	7.00
Parker, Steve		0.00

Wildlife Management Activities Log Sheet

Service Location: Howe Pasture - Public Access Project

Job ID: 21536

Tech: QKe, JMa

Site Monitoring Visit

Field Notes:

All 40 bird boxes found

NEEDS REPLACEMENT WREN 16-13
NEEDS REPAIRS - CHIC 16-10
All others are in working order

Water table and feeder inside Quail satiation in working order.
Feeder was refilled
Water table was full

- [x] Field Notes and photos for on-site Supplemental Water Activities recorded in Job ID: 21540
- [x] Field Notes and photos for on-site Supplemental Food Activities recorded in Job ID: 21540

Activity:	**Product:**
Date:	**Waypoint:**

This Field Intentionally Left Blank

This Field Intentionally Left Blank

Condition:	**Repair:**

Service Location: Howe Pasture - Public Access Project **Date:** 11/02/2022

Job ID: 21536 **Tech:** QKe, JMa

NEST BOX: Wren **NEST PRESENT** ☐

ID: WREN 19-01 **IN USE:** ☐ **CLEANED OUT:** ☐

CONTENTS: Leaves Grass Twigs/Sticks Hair/Fur

☐ Cedar Bark ☐ Feathers ☐ Moss ☐ Catkins ☐ Lint/Trash

☐ Misc. Debris ☐ Wasp Nest ☐ Mouse Nest ☐ Ants

 # EGGS: ____ **DESCRIPTION:** ____

 # NESTLINGS: ____ **OTHER:** ☐ Missing ☐ Repaired ☐ Relocated

☐ Future repair/replacement required ☐ Could not find

Notes:

Nest box in good working order. No nest materials found at this time.

NEST BOX: Wren **NEST PRESENT** ☐

ID: WREN 16-14 **IN USE:** ☐ **CLEANED OUT:** ☐

CONTENTS: Leaves Grass Twigs/Sticks Hair/Fur

☐ Cedar Bark ☐ Feathers ☐ Moss ☐ Catkins ☐ Lint/Trash

☐ Misc. Debris ☐ Wasp Nest ☐ Mouse Nest ☐ Ants

 # EGGS: ____ **DESCRIPTION:** ____

 # NESTLINGS: ____ **OTHER:** ☐ Missing ☐ Repaired ☐ Relocated

☐ Future repair/replacement required ☐ Could not find

Note: relocated nest box to a different branch at eye level

Nest box in good working order. No nest materials found at this time.

NEST BOX: Titmouse **NEST PRESENT** ☐

ID: TITM 16-01 **IN USE:** ☐ **CLEANED OUT:** ✓

CONTENTS: Leaves Grass Twigs/Sticks Hair/Fur

☐ Cedar Bark ☐ Feathers ☑ Moss ☐ Catkins ☐ Lint/Trash

☐ Misc. Debris ☐ Wasp Nest ☐ Mouse Nest ☐ Ants

 # EGGS: ____ **DESCRIPTION:** ____

 # NESTLINGS: ____ **OTHER:** ☐ Missing ☐ Repaired ☐ Relocated

☐ Future repair/replacement required ☐ Could not find

Notes:

Nest box in good working order. No nest materials found at this time.

NEST BOX: Titmouse **NEST PRESENT** ✓

ID: WREN 16-01 **IN USE:** ☐ **CLEANED OUT:** ✓

CONTENTS: ✓ Leaves Grass ✓ Twigs/Sticks ✓ Hair/Fur

☑ Cedar Bark ☐ Feathers ☐ Moss ☐ Catkins ☐ Lint/Trash

☐ Misc. Debris ☐ Wasp Nest ☐ Mouse Nest ☐ Ants

 # EGGS: ____ **DESCRIPTION:** ____

 # NESTLINGS: ____ **OTHER:** ☐ Missing ☐ Repaired ☐ Relocated

☐ Future repair/replacement required ☐ Could not find

Notes:

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Service Location: Howe Pasture - Public Access Project **Date:** 11/02/2022

Job ID: 21536 **Tech:** QKe, JMa

NEST BOX: Chickadee **NEST PRESENT** ☐

ID: CHIC 16-01 **IN USE:** ☐ **CLEANED OUT:** ☐

CONTENTS: Leaves Grass Twigs/Sticks Hair/Fur

☐ Cedar Bark ☐ Feathers ☐ Moss ☐ Catkins ☐ Lint/Trash

☐ Misc. Debris ☐ Wasp Nest ☐ Mouse Nest ☐ Ants

 # EGGS: ____ **DESCRIPTION:** ____

 # NESTLINGS: ____ **OTHER:** ☐ Missing ☐ Repaired ☐ Relocated

☐ Future repair/replacement required ☐ Could not find

Notes:

Nest box in good working order. No nest materials found at this time.

NEST BOX: Wren **NEST PRESENT** ☐

ID: WREN 16-02 **IN USE:** ☐ **CLEANED OUT:** ☐

CONTENTS: Leaves Grass Twigs/Sticks Hair/Fur

☐ Cedar Bark ☐ Feathers ☐ Moss ☐ Catkins ☐ Lint/Trash

☐ Misc. Debris ☐ Wasp Nest ☐ Mouse Nest ☐ Ants

 # EGGS: ____ **DESCRIPTION:** ____

 # NESTLINGS: ____ **OTHER:** ☐ Missing ☐ Repaired ☐ Relocated

☐ Future repair/replacement required ☐ Could not find

Notes:relocated nest box to different branch at eye level

Nest box in good working order. No nest materials found at this time.

NEST BOX: Chickadee **NEST PRESENT** ☐

ID: CHIC 16-02 **IN USE:** ☐ **CLEANED OUT:** ☐

CONTENTS: Leaves Grass Twigs/Sticks Hair/Fur

☐ Cedar Bark ☐ Feathers ☐ Moss ☐ Catkins ☐ Lint/Trash

☐ Misc. Debris ☐ Wasp Nest ☐ Mouse Nest ☐ Ants

 # EGGS: ____ **DESCRIPTION:** ____

 # NESTLINGS: ____ **OTHER:** ☐ Missing ☐ Repaired ☐ Relocated

☐ Future repair/replacement required ☐ Could not find

Notes:

Nest box in good working order. No nest materials found at this time.

NEST BOX: Titmouse **NEST PRESENT** ☐

ID: TITM 16-03 **IN USE:** ☐ **CLEANED OUT:** ☐

CONTENTS: Leaves Grass Twigs/Sticks Hair/Fur

☐ Cedar Bark ☐ Feathers ☐ Moss ☐ Catkins ☐ Lint/Trash

☐ Misc. Debris ☐ Wasp Nest ☐ Mouse Nest ☐ Ants

 # EGGS: ____ **DESCRIPTION:** ____

 # NESTLINGS: ____ **OTHER:** ☐ Missing ☐ Repaired ☐ Relocated

☐ Future repair/replacement required ☐ Could not find

Notes:

Nest box in good working order. No nest materials found at this time.

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Service Location: Howe Pasture - Public Access Project **Date:** 11/02/2022

Job ID: 21536 **Tech:** QKe, JMa

NEST BOX: Wren **NEST PRESENT** ☐

ID: WREN 16-03 **IN USE:** ☐ **CLEANED OUT:** ✓

CONTENTS: Leaves Grass ✓ Twigs/Sticks Hair/Fur

☐ Cedar Bark ☐ Feathers ☐ Moss ☐ Catkins ☐ Lint/Trash

☐ Misc. Debris ☑ Wasp Nest ☐ Mouse Nest ☐ Ants

 # EGGS: ____ **DESCRIPTION:** ____

 # NESTLINGS: ____ **OTHER:** ☐ Missing ☐ Repaired ☐ Relocated

☐ Future repair/replacement required ☐ Could not find

Notes:sprayed wasp nest and cleaned out.

Nest box in good working order. No nest materials found at this time.

NEST BOX: Wren **NEST PRESENT** ☐

ID: WREN 16-07 **IN USE:** ☐ **CLEANED OUT:** ☐

CONTENTS: Leaves Grass Twigs/Sticks Hair/Fur

☐ Cedar Bark ☐ Feathers ☐ Moss ☐ Catkins ☐ Lint/Trash

☐ Misc. Debris ☐ Wasp Nest ☐ Mouse Nest ☐ Ants

 # EGGS: ____ **DESCRIPTION:** ____

 # NESTLINGS: ____ **OTHER:** ☐ Missing ☐ Repaired ☐ Relocated

☐ Future repair/replacement required ☐ Could not find

Notes:

Nest box in good working order. No nest materials found at this time.

NEST BOX: Chickadee **NEST PRESENT** ☐

ID: CHIC 16-07 **IN USE:** ☐ **CLEANED OUT:** ☐

CONTENTS: Leaves Grass Twigs/Sticks Hair/Fur

☐ Cedar Bark ☐ Feathers ☐ Moss ☐ Catkins ☐ Lint/Trash

☐ Misc. Debris ☐ Wasp Nest ☐ Mouse Nest ☐ Ants

 # EGGS: ____ **DESCRIPTION:** ____

 # NESTLINGS: ____ **OTHER:** ☐ Missing ☐ Repaired ☐ Relocated

☐ Future repair/replacement required ☐ Could not find

Notes:

Nest box in good working order. No nest materials found at this time.

NEST BOX: Titmouse **NEST PRESENT** ☐

ID: TITM 16-07 **IN USE:** ☐ **CLEANED OUT:** ✓

CONTENTS: Leaves Grass Twigs/Sticks Hair/Fur

☐ Cedar Bark ☐ Feathers ☐ Moss ☐ Catkins ☐ Lint/Trash

☑ Misc. Debris ☐ Wasp Nest ☐ Mouse Nest ☐ Ants

 # EGGS: ____ **DESCRIPTION:** ____

 # NESTLINGS: ____ **OTHER:** ☐ Missing ☐ Repaired ☐ Relocated

☐ Future repair/replacement required ☐ Could not find

Notes: relocated nest box to a new branch at eye level

Nest box in good working order. No nest materials found at this time.

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Service Location: Howe Pasture - Public Access Project **Date:** 11/02/2022

Job ID: 21536 **Tech:** QKe, JMa

NEST BOX: Wren **NEST PRESENT** ☐

ID: WREN 16-06 **IN USE:** ☐ **CLEANED OUT:** ☐

CONTENTS: Leaves Grass Twigs/Sticks Hair/Fur

☐ Cedar Bark ☐ Feathers ☐ Moss ☐ Catkins ☐ Lint/Trash

☐ Misc. Debris ☐ Wasp Nest ☐ Mouse Nest ☐ Ants

 # EGGS: ____ **DESCRIPTION:** ____

 # NESTLINGS: ____ **OTHER:** ☐ Missing ☐ Repaired ☐ Relocated

☐ Future repair/replacement required ☐ Could not find

Notes:

Nest box in good working order. No nest materials found at this time.

NEST BOX: Titmouse **NEST PRESENT** ☐

ID: TITM 16-06 **IN USE:** ☐ **CLEANED OUT:** ☐

CONTENTS: Leaves Grass Twigs/Sticks Hair/Fur

☐ Cedar Bark ☐ Feathers ☐ Moss ☐ Catkins ☐ Lint/Trash

☐ Misc. Debris ☐ Wasp Nest ☐ Mouse Nest ☐ Ants

 # EGGS: ____ **DESCRIPTION:** ____

 # NESTLINGS: ____ **OTHER:** ☐ Missing ☐ Repaired ☐ Relocated

☐ Future repair/replacement required ☐ Could not find

Notes:

Nest box in good working order. No nest materials found at this time.

NEST BOX: Chickadee **NEST PRESENT** ☐

ID: CHIC 16-05 **IN USE:** ☐ **CLEANED OUT:** ☐

CONTENTS: Leaves Grass Twigs/Sticks Hair/Fur

☐ Cedar Bark ☐ Feathers ☐ Moss ☐ Catkins ☐ Lint/Trash

☐ Misc. Debris ☐ Wasp Nest ☐ Mouse Nest ☐ Ants

 # EGGS: ____ **DESCRIPTION:** ____

 # NESTLINGS: ____ **OTHER:** ☐ Missing ☐ Repaired ☐ Relocated

☐ Future repair/replacement required ☐ Could not find

Notes:

Nest box in good working order. No nest materials found at this time.

NEST BOX: Wren **NEST PRESENT** ☐

ID: WREN 16-05 **IN USE:** ☐ **CLEANED OUT:** ☑

CONTENTS: Leaves Grass Twigs/Sticks Hair/Fur

☐ Cedar Bark ☐ Feathers ☐ Moss ☐ Catkins ☐ Lint/Trash

☐ Misc. Debris ☑ Wasp Nest ☐ Mouse Nest ☐ Ants

 # EGGS: ____ **DESCRIPTION:** ____

 # NESTLINGS: ____ **OTHER:** ☐ Missing ☐ Repaired ☐ Relocated

☐ Future repair/replacement required ☐ Could not find

Notes:

Nest box in good working order. No nest materials found at this time.

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Service Location: Howe Pasture - Public Access Project **Date:** 11/02/2022

Job ID: 21536 **Tech:** QKe, JMa

NEST BOX: Chickadee **NEST PRESENT** ☐

ID: CHIC 16-04 **IN USE:** ☐ **CLEANED OUT:** ☑

CONTENTS: Leaves Grass Twigs/Sticks Hair/Fur

☐ Cedar Bark ☐ Feathers ☐ Moss ☐ Catkins ☐ Lint/Trash

☐ Misc. Debris ☑ Wasp Nest ☐ Mouse Nest ☐ Ants

 # EGGS: ____ **DESCRIPTION:** ____

 # NESTLINGS: ____ **OTHER:** ☐ Missing ☐ Repaired ☐ Relocated

☐ Future repair/replacement required ☐ Could not find

Notes:

Nest box in good working order. No nest materials found at this time.

NEST BOX: Wren **NEST PRESENT** ☐

ID: WREN 16-04 **IN USE:** ☐ **CLEANED OUT:** ☐

CONTENTS: Leaves Grass Twigs/Sticks Hair/Fur

☐ Cedar Bark ☐ Feathers ☐ Moss ☐ Catkins ☐ Lint/Trash

☐ Misc. Debris ☐ Wasp Nest ☐ Mouse Nest ☐ Ants

 # EGGS: ____ **DESCRIPTION:** ____

 # NESTLINGS: ____ **OTHER:** ☐ Missing ☐ Repaired ☐ Relocated

☐ Future repair/replacement required ☐ Could not find

Notes:

Nest box in good working order. No nest materials found at this time.

NEST BOX: Titmouse **NEST PRESENT** ☐

ID: TITM 16-04 **IN USE:** ☐ **CLEANED OUT:** ☐

CONTENTS: Leaves Grass Twigs/Sticks Hair/Fur

☐ Cedar Bark ☐ Feathers ☐ Moss ☐ Catkins ☐ Lint/Trash

☐ Misc. Debris ☐ Wasp Nest ☐ Mouse Nest ☐ Ants

 # EGGS: ____ **DESCRIPTION:** ____

 # NESTLINGS: ____ **OTHER:** ☐ Missing ☐ Repaired ☐ Relocated

☐ Future repair/replacement required ☐ Could not find

Notes:

Nest box in good working order. No nest materials found at this time.

NEST BOX: Chickadee **NEST PRESENT** ☐

ID: CHIC 16-03 **IN USE:** ☐ **CLEANED OUT:** ☐

CONTENTS: Leaves Grass Twigs/Sticks Hair/Fur

☐ Cedar Bark ☐ Feathers ☐ Moss ☐ Catkins ☐ Lint/Trash

☐ Misc. Debris ☐ Wasp Nest ☐ Mouse Nest ☐ Ants

 # EGGS: ____ **DESCRIPTION:** ____

 # NESTLINGS: ____ **OTHER:** ☐ Missing ☐ Repaired ☐ Relocated

☐ Future repair/replacement required ☐ Could not find

Notes:

Nest box in good working order. No nest materials found at this time.

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Service Location: Howe Pasture - Public Access Project **Date:** 11/02/2022

Job ID: 21536 **Tech:** QKe, JMa

NEST BOX: Titmouse **NEST PRESENT** ☑

ID: TITM 16-02 **IN USE:** ☐ **CLEANED OUT:** ☑

CONTENTS: Leaves Grass Twigs/Sticks ✓ Hair/Fur

☐ Cedar Bark ☐ Feathers ☑ Moss ☐ Catkins ☐ Lint/Trash

☐ Misc. Debris ☐ Wasp Nest ☐ Mouse Nest ☐ Ants

 # EGGS: ____ **DESCRIPTION:** ____

 # NESTLINGS: ____ **OTHER:** ☐ Missing ☐ Repaired ☐ Relocated

☐ Future repair/replacement required ☐ Could not find

Notes:

NEST BOX: Chickadee **NEST PRESENT** ☐

ID: CHIC 16-09 **IN USE:** ☐ **CLEANED OUT:** ☑

CONTENTS: Leaves Grass Twigs/Sticks Hair/Fur

☐ Cedar Bark ☐ Feathers ☐ Moss ☐ Catkins ☐ Lint/Trash

☐ Misc. Debris ☑ Wasp Nest ☐ Mouse Nest ☐ Ants

 # EGGS: ____ **DESCRIPTION:** ____

 # NESTLINGS: ____ **OTHER:** ☐ Missing ☐ Repaired ☐ Relocated

☐ Future repair/replacement required ☐ Could not find

Notes:

Nest box in good working order. No nest materials found at this time.

NEST BOX: Titmouse **NEST PRESENT** ☐

ID: TITM 16-10 **IN USE:** ☐ **CLEANED OUT:** ☑

CONTENTS: Leaves Grass Twigs/Sticks Hair/Fur

☐ Cedar Bark ☐ Feathers ☐ Moss ☐ Catkins ☐ Lint/Trash

☐ Misc. Debris ☑ Wasp Nest ☐ Mouse Nest ☐ Ants

 # EGGS: ____ **DESCRIPTION:** ____

 # NESTLINGS: ____ **OTHER:** ☐ Missing ☐ Repaired ☐ Relocated

☐ Future repair/replacement required ☐ Could not find

Notes:

Nest box in good working order. No nest materials found at this time.

NEST BOX: Wren **NEST PRESENT** ☑

ID: WREN 16-09 **IN USE:** ☐ **CLEANED OUT:** ☑

CONTENTS: Leaves Grass ✓ Twigs/Sticks ✓ Hair/Fur

☑ Cedar Bark ☑ Feathers ☐ Moss ☐ Catkins ☐ Lint/Trash

☐ Misc. Debris ☐ Wasp Nest ☐ Mouse Nest ☐ Ants

 # EGGS: ____ **DESCRIPTION:** ____

 # NESTLINGS: ____ **OTHER:** ☐ Missing ☐ Repaired ☐ Relocated

☐ Future repair/replacement required ☐ Could not find

Notes:

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Service Location: Howe Pasture - Public Access Project **Date:** 11/02/2022

Job ID: 21536 **Tech:** QKe, JMa

NEST BOX: Wren **NEST PRESENT** ☐

ID: WREN 16-10 **IN USE:** ☐ **CLEANED OUT:** ☑

CONTENTS: Leaves Grass Twigs/Sticks Hair/Fur

☐ Cedar Bark ☐ Feathers ☐ Moss ☐ Catkins ☐ Lint/Trash

☐ Misc. Debris ☑ Wasp Nest ☐ Mouse Nest ☐ Ants

 # EGGS: ____ **DESCRIPTION:** ____

 # NESTLINGS: ____ **OTHER:** ☐ Missing ☐ Repaired ☐ Relocated

☐ Future repair/replacement required ☐ Could not find

Notes:

Nest box in good working order. No nest materials found at this time.

NEST BOX: Chickadee **NEST PRESENT** ☐

ID: CHIC 16-10 **IN USE:** ☐ **CLEANED OUT:** ☐

CONTENTS: Leaves Grass Twigs/Sticks Hair/Fur

☐ Cedar Bark ☐ Feathers ☐ Moss ☐ Catkins ☐ Lint/Trash

☐ Misc. Debris ☐ Wasp Nest ☐ Mouse Nest ☐ Ants

 # EGGS: ____ **DESCRIPTION:** ____

 # NESTLINGS: ____ **OTHER:** ☐ Missing ☐ Repaired ☐ Relocated

☒ Future repair/replacement required ☐ Could not find

Notes:top screw on bird box is no longer holding it. Only bottom screw

Nest box in good working order. No nest materials found at this time.

NEST BOX: Titmouse **NEST PRESENT** ☐

ID: TITM 16-11 **IN USE:** ☐ **CLEANED OUT:** ☑

CONTENTS: Leaves Grass Twigs/Sticks Hair/Fur

☐ Cedar Bark ☐ Feathers ☐ Moss ☐ Catkins ☐ Lint/Trash

☐ Misc. Debris ☑ Wasp Nest ☐ Mouse Nest ☐ Ants

 # EGGS: ____ **DESCRIPTION:** ____

 # NESTLINGS: ____ **OTHER:** ☐ Missing ☐ Repaired ☐ Relocated

☐ Future repair/replacement required ☐ Could not find

Notes:

Nest box in good working order. No nest materials found at this time.

NEST BOX: Chickadee **NEST PRESENT** ☐

ID: CHIC 16-11 **IN USE:** ☐ **CLEANED OUT:** ☐

CONTENTS: Leaves Grass Twigs/Sticks Hair/Fur

☐ Cedar Bark ☐ Feathers ☐ Moss ☐ Catkins ☐ Lint/Trash

☐ Misc. Debris ☐ Wasp Nest ☐ Mouse Nest ☐ Ants

 # EGGS: ____ **DESCRIPTION:** ____

 # NESTLINGS: ____ **OTHER:** ☐ Missing ☐ Repaired ☐ Relocated

☐ Future repair/replacement required ☐ Could not find

Notes:

Nest box in good working order. No nest materials found at this time.

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Service Location: Howe Pasture - Public Access Project **Date:** 11/02/2020

Job ID: 21536 **Tech:** QKe, JMa

NEST BOX: Titmouse **NEST PRESENT** ☐

ID: TITM 16-08 **IN USE:** ☐ **CLEANED OUT:** ☐

CONTENTS: Leaves Grass Twigs/Sticks Hair/Fur

☐ Cedar Bark ☐ Feathers ☐ Moss ☐ Catkins ☐ Lint/Trash

☐ Misc. Debris ☐ Wasp Nest ☐ Mouse Nest ☐ Ants

 # EGGS: ____ **DESCRIPTION:** ____

 # NESTLINGS: ____ **OTHER:** ☐ Missing ☐ Repaired ☐ Relocated

☐ Future repair/replacement required ☐ Could not find

Notes: Relocated to nearby branch

Nest box in good working order. No nest materials found at this time.

NEST BOX: Chickadee **NEST PRESENT** ☐

ID: CHIC 16-06 **IN USE:** ☐ **CLEANED OUT:** ☐

CONTENTS: Leaves Grass Twigs/Sticks Hair/Fur

☐ Cedar Bark ☐ Feathers ☐ Moss ☐ Catkins ☐ Lint/Trash

☐ Misc. Debris ☐ Wasp Nest ☐ Mouse Nest ☐ Ants

 # EGGS: ____ **DESCRIPTION:** ____

 # NESTLINGS: ____ **OTHER:** ☐ Missing ☐ Repaired ☐ Relocated

☐ Future repair/replacement required ☐ Could not find

Notes:

Nest box in good working order. No nest materials found at this time.

NEST BOX: Wren **NEST PRESENT** ☐

ID: WREN 16-08 **IN USE:** ☐ **CLEANED OUT:** ☐

CONTENTS: Leaves Grass Twigs/Sticks Hair/Fur

☐ Cedar Bark ☐ Feathers ☐ Moss ☐ Catkins ☐ Lint/Trash

☐ Misc. Debris ☐ Wasp Nest ☐ Mouse Nest ☐ Ants

 # EGGS: ____ **DESCRIPTION:** ____

 # NESTLINGS: ____ **OTHER:** ☐ Missing ☐ Repaired ☐ Relocated

☐ Future repair/replacement required ☐ Could not find

Notes:

Nest box in good working order. No nest materials found at this time.

NEST BOX: Titmouse **NEST PRESENT** ☐

ID: TITM 16-09 **IN USE:** ☐ **CLEANED OUT:** ✔

CONTENTS: Leaves Grass Twigs/Sticks Hair/Fur

☐ Cedar Bark ☐ Feathers ☐ Moss ☐ Catkins ☐ Lint/Trash

☐ Misc. Debris ✔ Wasp Nest ☐ Mouse Nest ☐ Ants

 # EGGS: ____ **DESCRIPTION:** ____

 # NESTLINGS: ____ **OTHER:** ☐ Missing ☐ Repaired ☐ Relocated

☐ Future repair/replacement required ☐ Could not find

Notes:

Nest box in good working order. No nest materials found at this time.

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Service Location: Howe Pasture - Public Access Project **Date:** 11/02/2020

Job ID: 21536 **Tech:** QKe, JMa

NEST BOX: Chickadee **NEST PRESENT** ☐

ID: CHIC 16-08 **IN USE:** ☐ **CLEANED OUT:** ☐

CONTENTS: Leaves Grass Twigs/Sticks Hair/Fur

☐ Cedar Bark ☐ Feathers ☐ Moss ☐ Catkins ☐ Lint/Trash

☐ Misc. Debris ☐ Wasp Nest ☐ Mouse Nest ☐ Ants

 # EGGS: ____ **DESCRIPTION:** ____

 # NESTLINGS: ____ **OTHER:** ☐ Missing ☐ Repaired ☐ Relocated

☐ Future repair/replacement required ☐ Could not find

Notes:

Nest box in good working order. No nest materials found at this time.

NEST BOX: Wren **NEST PRESENT** ☐

ID: WREN 16-11 **IN USE:** ☐ **CLEANED OUT:** ☑

CONTENTS: Leaves Grass Twigs/Sticks Hair/Fur

☐ Cedar Bark ☐ Feathers ☐ Moss ☐ Catkins ☐ Lint/Trash

☐ Misc. Debris ☑ Wasp Nest ☐ Mouse Nest ☐ Ants

 # EGGS: ____ **DESCRIPTION:** ____

 # NESTLINGS: ____ **OTHER:** ☐ Missing ☐ Repaired ☐ Relocated

☐ Future repair/replacement required ☐ Could not find

Notes:

Nest box in good working order. No nest materials found at this time.

NEST BOX: Titmouse **NEST PRESENT** ☐

ID: TITM 16-14 **IN USE:** ☐ **CLEANED OUT:** ☐

CONTENTS: Leaves Grass Twigs/Sticks Hair/Fur

☐ Cedar Bark ☐ Feathers ☐ Moss ☐ Catkins ☐ Lint/Trash

☐ Misc. Debris ☐ Wasp Nest ☐ Mouse Nest ☐ Ants

 # EGGS: ____ **DESCRIPTION:** ____

 # NESTLINGS: ____ **OTHER:** ☐ Missing ☐ Repaired ☐ Relocated

☐ Future repair/replacement required ☐ Could not find

Notes:

Nest box in good working order. No nest materials found at this time.

NEST BOX: Chickadee **NEST PRESENT** ☐

ID: CHIC 16-12 **IN USE:** ☐ **CLEANED OUT:** ☐

CONTENTS: Leaves Grass Twigs/Sticks Hair/Fur

☐ Cedar Bark ☐ Feathers ☐ Moss ☐ Catkins ☐ Lint/Trash

☐ Misc. Debris ☐ Wasp Nest ☐ Mouse Nest ☐ Ants

 # EGGS: ____ **DESCRIPTION:** ____

 # NESTLINGS: ____ **OTHER:** ☐ Missing ☐ Repaired ☐ Relocated

☐ Future repair/replacement required ☐ Could not find

Notes:

Nest box in good working order. No nest materials found at this time.

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Service Location: Howe Pasture - Public Access Project **Date:** 11/02/2020

Job ID: 21536 **Tech:** QKe, JMa

NEST BOX: Titmouse **NEST PRESENT** ☑

ID: TITM 16-13 **IN USE:** ☐ **CLEANED OUT:** ☑

CONTENTS: Leaves Grass Twigs/Sticks ✔ Hair/Fur

☐ Cedar Bark ☐ Feathers ☑ Moss ☐ Catkins ☐ Lint/Trash

☐ Misc. Debris ☐ Wasp Nest ☐ Mouse Nest ☐ Ants

 # EGGS: ____ **DESCRIPTION:** ____

 # NESTLINGS: ____ **OTHER:** ☐ Missing ☐ Repaired ☐ Relocated

☐ Future repair/replacement required ☐ Could not find

Notes:

NEST BOX: Wren **NEST PRESENT** ☐

ID: WREN 16-13 **IN USE:** ☐ **CLEANED OUT:** ☐

CONTENTS: Leaves Grass Twigs/Sticks Hair/Fur

☐ Cedar Bark ☐ Feathers ☐ Moss ☐ Catkins ☐ Lint/Trash

☐ Misc. Debris ☐ Wasp Nest ☐ Mouse Nest ☐ Ants

 # EGGS: ____ **DESCRIPTION:** ____

 # NESTLINGS: ____ **OTHER:** ☐ Missing ☐ Repaired ☐ Relocated

☒ Future repair/replacement required ☐ Could not find

Notes:

Opening widened beyond specification by mammal activity.

NEST BOX: Wren **NEST PRESENT** ☐

ID: WREN 16-12 **IN USE:** ☐ **CLEANED OUT:** ☐

CONTENTS: Leaves Grass Twigs/Sticks Hair/Fur

☐ Cedar Bark ☐ Feathers ☐ Moss ☐ Catkins ☐ Lint/Trash

☐ Misc. Debris ☐ Wasp Nest ☐ Mouse Nest ☐ Ants

 # EGGS: ____ **DESCRIPTION:** ____

 # NESTLINGS: ____ **OTHER:** ☐ Missing ☐ Repaired ☐ Relocated

☐ Future repair/replacement required ☐ Could not find

Notes:

Nest box in good working order. No nest materials found at this time.

NEST BOX: Titmouse **NEST PRESENT** ☑

ID: TITM 16-12 **IN USE:** ☐ **CLEANED OUT:** ☑

CONTENTS: ✔ Leaves Grass Twigs/Sticks ✔ Hair/Fur

☐ Cedar Bark ☐ Feathers ☑ Moss ☐ Catkins ☐ Lint/Trash

☐ Misc. Debris ☐ Wasp Nest ☐ Mouse Nest ☐ Ants

 # EGGS: ____ **DESCRIPTION:** ____

 # NESTLINGS: ____ **OTHER:** ☐ Missing ☐ Repaired ☐ Relocated

☐ Future repair/replacement required ☐ Could not find

Notes:

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AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Date: 12/06/2022

Requested By: Mark Jones

Sponsor: Commissioner Jones

Agenda Item

Approve the reappointment of Eric Holen and Susan Meckel to the Board of Emergency Services District #5, a two-year term ending December 31, 2024. **JONES**

Summary

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Date: 12/06/2022
Requested By:
Sponsor: Commissioner Shell
Co-Sponsor: Commissioner Smith

Agenda Item
Approve the reappointment of Jennifer Rodriguez and Kenneth Eshelman to the Board of Emergency Services District #6, a two year term ending December 31, 2024. **SHELL/SMITH**

Summary
Rodriguez and Eshelman has agreed to serve another term.

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Date: 12/06/2022
Requested By:
Sponsor: Commissioner Smith

Agenda Item
Approve the reappointment of Dennis Lane and Robert Luddy to the Board of Emergency Services District #1, a two year term ending December 31, 2024. **SMITH**

Summary
Lane and Luddy have agreed to serve another term.

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Date: 12/06/2022
Requested By:
Sponsor: Commissioner Smith

Agenda Item

Approve the reappointment of Joshua Harper and Stacey Morgan to the Board of Emergency Services District #2, a two year term ending December 31, 2024. **SMITH**

Summary

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Date: 12/06/2022
Requested By:
Sponsor: Commissioner Smith

Agenda Item

Approve the reappointment of Scott Stevens, Jim Weatherford and Paul Kaskie to the Board of Emergency Services District #8, a two year term ending December 31, 2024. **SMITH**

Summary

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Date: 12/06/2022
Requested By:
Sponsor: Commissioner Ingalsbe
Co-Sponsor: Commissioner Shell

Agenda Item:
Receive and Ratify the finalized Parks Bond Agreements: the Conservation Easement with LCSM West, LP (Purgatory Creek Nature Preserve); the Interlocal Agreement between the City of San Marcos, Texas and Hays County, Texas for Funding the Purchase of Public Municipal Parkland (Quail Creek Eastside Regional Park); Access, Public Access and Conservation Easement Agreements with Byrdnest Ventures, LLC (Presa Grande Sink Creek Preserve) and amend the budget accordingly. **INGALSBE/SHELL**

Summary:
The attached agreements were all authorized for completion and execution out of prior Executive Session meetings on 2020 recommended Parks and Open Space Bonds Projects.

Attached: Conservation Easement with LCSM West, LP
Interlocal Agreement with the City of San Marcos for funding the purchase of public municipal parkland (former Quail Creek)
Access & Public Access Agreements with Byrdnest Ventures, LLC (Presa Grande)

Sent to Court separately due to size: Recorded & Filed Conservation Easement Agreement with Byrdnext Ventures, LLC (Presa Grande)

Fiscal Impact:
Amount Requested: $9,539,675.22 - Purgatory Creek Nature Preserve
$6,600,000.00 - Quail Creek Eastside Regional Park
$2,017,376.68 - Presa Grande Sink Creek Preserve
Line Item Number: Multiple

Budget Office:
Source of Funds: Voter Approved Park Bond Funds & ARPA Funds
Budget Amendment Required Y/N?: Yes
Comments: Closing costs for Purgatory Creek Nature Preserve and all costs associated with Presa Grande Sink Creek Preserve require budget amendments from Park Bond proceeds. The Quail Creek Eastside Regional Park was budgeted partially with Park Bond ($600k) and ARPA Funds ($6M).
$39,676 - Increase Purgatory Creek Misc. Capital Improvements 154-813-97-388.5741
$2,017,377 - Increase Presa Grande Misc. Capital Improvements 154-813-97-431.5741
($2,057,053) - Decrease General Project Contributions 154-800-97.5600

Auditor's Office:
Purchasing Guidelines Followed Y/N?: Park Bond Project
G/L Account Validated Y/N?: Yes, Misc. Capital Improvements
New Revenue Y/N?: N/A
Comments:

Attachments

Conservation Easement- LCSM - La Cima
Interlocal Agreement City of San Marcos
Access Easement Agreement - Presa Grande
Public Access Agreement - Presa Grande

22045593 EASEMENT Total Pages: 47
Filed and Recorded: 09/26/2022 03:59:24 PM

Corridor Title Co. GF# 22-1970-CH

CONSERVATION EASEMENT

STATE OF TEXAS §
§
COUNTY OF HAYS §

This **CONSERVATION EASEMENT** (the "Conservation Easement") is made on this 26th day of September, 2022 by **LCSM WEST, LP**, a Texas limited partnership, with an address of 303 Colorado, Suite 2300, Austin, Texas 78701 (including its successors and assigns "Grantor"), and **HAYS COUNTY, TEXAS** ("Grantee"), collectively referred to as the "Parties."

RECITALS:

A. Grantor is the owner in fee simple of those certain tracts of real property located in Hays County, Texas, comprising a total of 1,068.45 acres in total, more or less, as more particularly described on Exhibits "A-1" through Exhibits "A-5" attached hereto and made a part hereof (collectively, the "Property") and as generally depicted on Exhibit "B" attached hereto. Grantor desires to convey to Grantee this Conservation Easement covering the Property.

B. By the terms hereof, this Conservation Easement is hereby established upon the Property. Grantor intends that the Property be conserved and held subject to the terms of this Conservation Easement and will be maintained in perpetuity for the benefit of the golden-cheeked warbler ("GCWA") (collectively, the "Conservation Values").

C. Grantor and Grantee have the common purpose of conserving the Property and acknowledge that this Conservation Easement is being executed and conveyed in perpetuity pursuant to the Texas Natural Resource Code Chapter 183.

D. The Parties have determined that the Property is a significant natural area that supports habitat important for all of the breeding season life cycle requirements of the GCWA, including breeding, feeding, sheltering, nesting, and foraging. In addition, the Property possesses one or more significant natural, ecological, and aesthetic values for conservation purposes which are of importance to the Parties, and which include, but are not necessarily limited to, natural resource, ecological, and scientific values, including wildlife and plants.

E. The characteristics of the Property, its current use and state of improvement, are described in a report entitled La Cima Preserve Expansion Conservation Easement Baseline Report, prepared by Blair Wildlife Consulting, and signed and acknowledged by both Parties (the "Baseline Report"). The Baseline Report, as it pertains to the Property, is incorporated herein for all purposes by this reference. Grantor and Grantee agree that the Baseline Report, as it pertains to the Property, establishes the baseline condition of the Property as of date first written above and includes reports, maps, photographs and other documentation.

F. Grantor now desires to grant and convey this Conservation Easement, including the related rights set forth herein, to Grantee to, among other things, provide for the perpetual conservation of the Property for the benefit of the Conservation Values; prohibit any use of the Property not in accordance with this Conservation Easement; and subject to the foregoing, assure

continued uses of the Property to the extent not otherwise prohibited hereunder.

G. Grantor further desires to convey to Grantee and the Service the non-exclusive right of ingress, egress, and access to the Property over and across existing or future ranch roads or future public subdivision roads outside of the Property to allow certain activities to be conducted on the Property as set forth herein.

NOW, THEREFORE, for and in consideration of the facts recited above, of Ten and No/100 ($10.00) and the mutual covenants, terms, conditions and restrictions contained herein, the Grantor hereby GRANTS and CONVEYS unto Grantee a conservation easement in perpetuity over the Property as set forth in this Conservation Easement, TO HAVE AND TO HOLD such easement to Grantee and Grantee's successors and assigns forever. Grantor binds Grantor and Grantor's successors and assigns to warrant and forever defend all and singular this Conservation Easement to Grantee and Grantee's successors and assigns against any person whomsoever lawfully claiming or to claim the same or any part thereof, by, through, or under Grantor, but not otherwise.

Grantor further conveys, assigns, and transfers unto Grantee any and all conservation values or credits associated with the presence of the GCWA or its habitat on the Property. Grantor acknowledges that hereafter Grantee may use or sell those credits in its discretion and is entitled to retain all benefits and proceeds from such use or sale.

The grant of this Conservation Easement is subject to any and all easements, covenants, leases, rights-of-way, conditions, restrictions, outstanding mineral interests and royalty interests, if any, relating to the Property, to the extent, and only to the extent, that the same may still be in force and effect, and either shown of record in the office of the County Clerk of Hays County, Texas, or that may be apparent on the Property.

1. **PURPOSE.** The purposes of this Conservation Easement are to (a) ensure that the Property will be retained forever predominantly in its present natural condition as necessary for the protection of native plants, animals, and plant communities on the Property, including without limitation, management and related activities; to protect and benefit the Conservation Values, (b) prevent any use of the Property that will have a materially adverse effect on the Conservation Values, and (c) ensure the availability of the Property for its historic and traditional uses that are compatible with the Conservation Values (such as recreation, ranching (subject to Section 3.8, below), wildlife management, and non-commercial hunting) subject to the terms of this Conservation Easement. Grantor acknowledges that Grantee may include the Property as a preserve under the Hays County Regional Habitat Conservation Plan (the "Plan") approved by the U.S. Fish and Wildlife Service (the "Service"). Grantor hereby grants and conveys to Grantee all rights necessary for Grantee to manage the Property, at Grantee's expense, in accordance with the Plan, and the Land Management Plan specific to the Property in the form to be approved by Grantor, Grantee and the Service, and updated as necessary in accordance with the Plan (the "Land Management Plan").

Among other things, this Conservation Easement protects the following and is imposed for the benefit of the following (collectively, the "Conservation Purposes"):

i. The Property's status as a significant natural area that supports habitat important for all of the breeding season life cycle requirements of the GCWA;

ii. Water quality and quantity of a portion of the watershed of the Guadalupe River and San Marcos River, including approximately 4.5 miles of Purgatory Creek and its associated tributaries;

iii. Valued mature native forestland existing on the Property, which includes diverse species of mature oaks, elms, and juniper represented by diverse age classes and contributing to structural diversity, including a multi-story canopy, standing dead trees and downed logs; and

iv. The proximity of the Property to other conserved lands.

2. **PROPERTY USES.** Except as otherwise provided in this Conservation Easement, any activity on or use of the Property materially adverse to or materially inconsistent with the Conservation Values is prohibited. Without limiting the generality of the foregoing, the following is a listing of activities and uses which are expressly prohibited or which are expressly allowed. Additional retained rights of Grantor are set forth in Section 3 below.

2.1 Subdivision. The Property may not be divided, subdivided, partitioned, or conveyed into more than six (6) tracts, none of which may be smaller than fifteen (15) acres. Nothing herein shall be construed so as to impair the right of Grantor, nor any successor or assignee of Grantor, to convey the Property in its entirety as a single entity or in up to six (6) tracts. If the creation of such tracts could be interpreted to subject the Property to subdivision platting, then the Commissioners Court of Hays County, by way of its approval of this Easement, hereby exempts the Property from those platting requirements pursuant to Chapter 701, Subchapter 8, of the Hays County Development Regulations. The transfer of a leasehold interest in all or any portion of the Property does not constitute a division, subdivision, partition, or conveyance as otherwise restricted by this Section 2.1.

2.2 Surface or Subsurface Alteration. There shall be no ditching, draining, diking, filling, excavating, dredging, mining, drilling, or other alteration of the surface or subsurface of the Property (including without limitation, exploration, development, production, extraction, or transportation of oil, gas, or other mineral substances, whether such mineral substances be part of the mineral estate or part of the surface estate), except as reasonably necessary to accommodate activities expressly permitted under this Conservation Easement. In the event all or part of such oil, gas or other mineral substances are owned by third parties as of the date of the grant of this Conservation Easement, the following provisions shall apply to such substances to the extent this Conservation Easement is deemed subordinated (by law or otherwise) to such third-party ownership rights:

Whenever such third-party owners are required by applicable law or pursuant to any existing or future contract, conveyance or lease to obtain any consent from Grantor with respect to any access to, operation on, physical alteration of, or improvement to the Property, Grantor shall, prior to giving any such consent, consult with Grantee and use its reasonable efforts to incorporate conditions or restrictions on such consent as Grantee may reasonably determine are required in order to prevent a significant impairment or interference with the purposes of this

Conservation Easement. In the event Grantor at any time becomes the owner of any of such third-party ownership rights, then such rights shall be deemed immediately subject to this Conservation Easement (including without limitation, the first sentence of this Section 2.2), and any and all subsequent activities, contracts, conveyances and leases of or relating to such ownership rights shall be bound by the provisions of this Conservation Easement.

2.3 Hunting. Recreational hunting by Grantee is prohibited. However, to the extent not reasonably controlled by Grantor, Grantee shall have the right to control populations of ungulates for the benefit of the GCWA and its habitat outside of the GCWA breeding season, provided that Grantee must first notify Grantor of its desire to control such populations and the measures proposed to be undertaken by Grantee to control such populations. Upon receipt of such notice, Grantor shall have the first right for a reasonable time period to undertake such measures, or other measures reasonably determined by Grantor to similarly control such populations. If Grantor fails to undertake such measures within a reasonable time period, Grantee may undertake such measures as proposed to Grantor.

2.4 Ranching. Ranching and agriculture are prohibited except as otherwise retained by Grantor under Section 3.8.

2.5 Public Access. Public access upon the Property is generally prohibited. However, Grantor and the other grantors thereunder and Grantee will enter into that certain Public Access Easement (the "Public Access Easement") substantially in the form attached hereto as Exhibit "C" to be recorded in the Hays County Real Property Records pursuant to which Grantee will be granted a permanent public access hike and bike trail easement over that portion of the Property as described in the Public Access Easement ("Public Access Area") on the terms and conditions of that Public Access Easement. Such public access will be in accordance with the Public Access Easement and the Plan and subject to the review and approval of the Service.

2.6 Vehicles. Cars, trucks, ATVs and other ranch vehicles are permitted on existing roads and trails only and only to the extent used for the purposes allowed by this Conservation Easement. All permitted vehicle use shall be conducted in a manner that minimizes damage to the Conservation Values of the Property. Grantee shall maintain, at Grantee's expense, all existing roads and trails.

2.7 Non-Native Plants. There shall be no planting, introduction, or dispersal of non-native plants on the Property other than within any Building Envelope as retained by Grantor under Section 3.5. There shall be no planting, introduction, or dispersal of potentially invasive or noxious non-native plants anywhere on the Property.

2.8 Soil or Water Degradation. There shall be no use or activity that causes or is likely to cause soil degradation, erosion, or siltation, or alteration, extraction, depletion or pollution of any surface or subsurface waters or water bodies or courses other than within any Building Envelope retained by Grantor under Section 3.5.

2.9 Pesticides. There shall be no use of pesticides or biocides, including but not limited to insecticides, fungicides, rodenticides, herbicides, and fertilizers other than within any Building Envelope retained by Grantor under Section 3.5. or except as required for fire ant control, control of invasive or noxious weeds, and related applications designed to conserve or enhance GCWA

habitat.

2.10 Dumping. There shall be no storage or dumping of trash or garbage, or other unsightly or offensive material, hazardous substance, or toxic waste, in, on, or under the Property other than trash or garbage within any Building Envelope retained by Grantor under Section 3.5.

2.11 Storage Tanks. There shall be no placement or use of any storage tanks on the Property other than within any Building Envelope retained by Grantor under Section 3.5.

2.12 Predator Control. Grantor shall have the right to control, destroy, or trap predatory and problem animals which pose a material threat to humans or the Conservation Values. The method employed shall be selective and specific to individuals, rather than broadcast, nonselective techniques.

2.13 Commercial Development. Commercial use or development of the Property is prohibited except as otherwise retained by Grantor under Section 3.11.

2.14 Unanticipated Uses. Except as otherwise permitted by this Agreement, any unanticipated use or activity on the Property which could materially impair the Conservation Values or Conservation Purposes is prohibited.

3. **ADDITIONAL RIGHTS RETAINED BY GRANTOR.** Notwithstanding any provision to the contrary in Section 2 above, Grantor reserves to itself and its representatives, invitees, lessees, successors and assigns, the following additional rights:

3.1 General Uses. The right to undertake or continue any activity or use of the Property not otherwise prohibited under or materially inconsistent with this Conservation Easement, or materially inconsistent with maintaining the Conservation Values.

3.2 Authorized Uses. The right to conduct, operate, and otherwise accomplish the authorized uses and activities provided for under Section 2 of this Conservation Easement.

3.3 Non-Commercial Hunting and Wildlife Management by Grantor. The right to hunt on the Property, and the right to conduct wildlife management activities on the Property as reasonably necessary to maintain the 1-d-1 open space agricultural (or wildlife) appraisal with the Hays Central Appraisal District for the entire Property, subject to the limitations of Section 2.3, above.

3.4 Public Access. The right to allow public access solely to the Public Access Area and solely for pedestrian and non-motorized recreational activities and solely in accordance with the Public Access Easement, granted that such public access shall be conducted under the same rules, regulations, and limitations issued by Grantee that apply to the general public in accordance with the Public Access Easement, unless otherwise agreed by Grantee in advance and in writing. Further, such public access will be in accordance with the Plan and subject to the review and approval of the Service.

3.5 Building Envelopes. The Property may have up to six (6) "Building Envelopes" each up to a maximum of five (5) acres in such locations and configurations determined by Grantor

from time to time; provided, however, that Grantor shall locate and configure any such "Building Envelope" only in one of the eight (8) eligible "Building Envelope" locations and configurations shown in the map attached hereto as Exhibit "D" and incorporated herein by reference (the "Eligible Building Envelope Locations"). Grantor will notify Grantee in writing thirty (30) days in advance of designating a Building Envelope permitted by this Section 3.5 with sufficient GIS or other mapping to sufficiently identity such Building Envelope. Grantor may revoke the designated location of a Building Envelope at any time before Grantor has undertaken building activities within such Building Envelope by notifying Grantee in writing thirty (30) days in advance of such revocation. Within each Building Envelope, Grantor reserves the right to construct, reconstruct, remodel, rebuild, and maintain one or more single-family residential structures and attendant outbuildings and improvements related thereto (including, without limitation, garages, barns, offices, workshops, swimming pools, tennis courts, sport courts, guest houses, sheds, patios, decks, gardens, gardens and landscaping (including non-native plants, vegetables, fruits, nursery crops, and hay, and to provide irrigation for such activities), greenhouses, gazebos, lighting, patios, site improvements, roads, trails, drainage, utility improvements, septic systems, water wells, rainwater collection systems, solar panels, energy systems, storage tanks and other infrastructure needed or related to such improvements), and any other improvements or activities related to farming, ranching, wildlife management, equestrian, recreation, residential, commercial, or any other permitted uses within such Building Envelope. All or any part of each of the Building Envelopes may be separately divided, subdivided, partitioned or conveyed into separate parcels only for the purposes of complying with any municipal permitting and/or financing but not for the purpose of separate ownership and any such separate parcel shall not be treated as a subdivision for purposes of Section 2.1 above. Notwithstanding anything to the contrary in this Conservation Easement, no more than 43,560 square feet of any individual Building Envelope may have an impervious cover (inclusive of all improvements, but excluding all existing roads and any improvements to such existing roads (as indicated in the Baseline Report) and excluding any existing or new in-ground or earthen stock tanks that may have an impervious cover). As used herein, "impervious cover" means and includes all improvements or materials that are impermeable to water which in any way cover or are placed on or above the natural surface of the land. As Grantor makes modifications to the Impervious Cover on the Property by constructing new improvements or removing/replacing existing Impervious Cover as authorized under this Section, Grantor shall notify Grantee, in writing, of its calculation of the total Impervious Cover on the Property, which notice shall be provided at least annually or at other reasonable times upon the Grantee's request (ex. prior to a scheduled monitoring visit).

3.6 Roads, Trails, Footpaths and Utilities. The right to maintain, repair, replace, and improve existing roads, trails, footpaths, and utilities on the Property and to construct, maintain, repair, replace, and improve new roads, trails, footpaths, and utilities on the Property as reasonably necessary to support the activities expressly permitted herein. All existing easements on the Property held by someone other than Grantor for roads, trails, footpaths, or utilities are documented in the Baseline Report. This Conservation Easement is subject to each such easement and the holder of each such easement shall have the right to construct, maintain, repair, replace, and/or improve roads trails, footpaths, and utilities in accordance with and on the terms and conditions of such easement. For avoidance of doubt, no such roads shall be public roads or provide for public access without the mutual written consent of Grantor and Grantee. Notwithstanding anything herein to the contrary, the construction, repair, maintenance or replacement of any road trails, footpaths, or utilities outside of a Building Envelope otherwise allowed under this Section 3.6 shall

be conducted outside of the GWCA breeding season (March 1 through August 31) and in a manner so as to avoid any materially adverse effect on the Conservation Values.

3.7 Improvements. Grantor shall have the right to maintain, remodel, and repair such structures and other improvements that are existing on the Property as of the date of this Conservation Easement as documented in the Baseline Report as well as the right to reconstruct and replace any such existing structures or improvements with another of materially similar size, function, capacity and location. Additional, Grantor retains the right to construct, maintain, repair, and replace water troughs, water wells, blinds, feeders, footpaths and trails, perimeter fences, internal fences, small storage sheds, picnic tables, gazebos, view stations, and other improvements characterized as "minor" by the mutual reasonable agreement of Grantor and Grantee. Notwithstanding anything herein to the contrary, the construction, repair, maintenance or replacement of any improvement otherwise allowed under this Section 3.7 shall be conducted outside of the GWCA breeding season and in a manner so as to avoid any materially adverse effect on the Conservation Values.

3.8 Ranching and Grazing. The right to raise, graze, pasture and keep livestock on the Property subject to the requirements and limitation of this Section 3.8. Consistent with good husbandry practices and to protect the Conservation Values, Grantor is prohibited from overgrazing or overstocking the Property. Any grazing, raising, pasturing, and keeping of livestock will be subject to the provisions and requirements identified within the Land Management Plan to be approved by Grantor, Grantee and the Service, prior to activities commencing. Before any grazing activities begin on the Property, Grantor will be required to implement a GCWA nest predator control/trapping program at least two years prior to starting such grazing activities in order to establish baseline density of GCWA nest predators present and ensure that density of GCWA nest predators is not materially increased upon stocking of any livestock. The GCWA nest predator control/trapping program must continue at all times grazing activities are conducted on the Property. Grantor may not establish or maintain any commercial feedlot on the Property.

3.9 Stock Tanks. The right to maintain, repair, replace and improve (but not materially enlarge) existing stock tanks on the Property and to construct, maintain, repair, replace and improve up to six (6) new in-ground or earthen stock tanks, with the total surface acres of such new tanks not to exceed in the aggregate more than six (6) surface acres. Notwithstanding anything herein to the contrary, the construction, repair, maintenance or replacement of any stock tank otherwise allowed under this Section 3.9 shall be conducted outside of the GWCA breeding season and in a manner so as to avoid any materially adverse effect on the Conservation Values.

3.10 Vehicles. The right to operate motor vehicles on the Property, provided: (a) such operation is reasonably necessary in connection with the maintenance of the Property and other activities allowed herein; and (b) such activity is conducted in a manner so as not to cause a materially adverse effect on the Conservation Values.

3.11 Commercial Use. The right to conduct any commercial use within a Building Envelope if such commercial use does not require or result in any surface alteration or other development or disturbance of the land outside of a Building Envelope and that is limited to activities related to Customary Rural Enterprises, provided such activity is conducted in a manner so as not to cause a materially adverse effect on the Conservation Values. As used herein, "Customary Rural Enterprises" are defined as home occupations or cottage industries, marketing

and selling of agricultural products, educational programming, professional offices within the home, nonprofit work, or other enterprises as mutually agreed by Grantor and Grantee to be Customary Rural Enterprises. Any permitted commercial activities that propose to include activities outside of a Building Envelope must be approved by Grantee, in writing and prior to the occurrence of those activities.

3.12 Transfer. The right to sell, give, mortgage, lease, or otherwise convey the Property (or any portion thereof), provided that any such conveyance shall be subject to the terms of this Agreement and does not violate the restrictions on subdivision set forth in Section 2.1 above. Grantor shall provide Grantee notice of any conveyance of property rights associated with the Property at or about the time of conveyance.

4. **GRANTEE'S RIGHTS.** Notwithstanding any provision of this Conservation Easement to the contrary, the following rights are granted to Grantee to accomplish the purpose of this Conservation Easement:

4.1 Right of Entry and Management. Grantee, its employees, and contractors shall have the right at any and all times, with reasonable prior written notice to Owner, to enter the Property for the purposes of ensuring Grantor's compliance with the Conservation Easement and performing any and all management activities required pursuant to the Plan or as otherwise required by the Service, all at Grantee's expense. Grantee, at Grantee's expense, shall have the right to erect and maintain perimeter fencing on the Property no higher than 60 inches reasonably sufficient to control unauthorized assess with fencing material and aesthetics reasonably acceptable to Grantee; provided, however, that any portion of such perimeter fencing that would otherwise be along any boundary with any neighboring property owned by Owner shall be constructed twenty feet inside the boundary line of the Property to create a twenty foot buffer between the boundary of such neighboring property and such portion of the fence. Such installation shall be constructed in a manner so as to avoid any material adverse effect on the Conservation Values.

4.2 Public Access. The Grantee shall not have the right to grant public access to any portion of the Property, except for the portion of the Property located within the Public Access Area and with respect to such portion of the Property located within the Public Access Area solely on the terms and conditions of Section 2.5 above, provided that any public ingress or egress to or from the portion of the Property located within the Public Access Area shall be strictly limited to public roads or public trails connecting to the Public Access Area and no public access to such portion of the Property shall be provided on any private road, private trail or any other non-public means without Grantor's prior written consent.

4.3 Right to Enforce. Grantee has the right to enforce the terms of this Conservation Easement. Nothing in this Conservation Easement shall be interpreted to diminish the Service's rights of enforcement stated in this Conservation Easement.

4.4 Discretionary Consent. Grantee may, in its sole and absolute discretion, provide discretionary consent for any activity, use or conveyance otherwise prohibited or not expressly allowed under Section 2 if such activity, use, or conveyance is reasonably determined by both Grantor and Grantee to be desirable and Grantee determines that such prohibited activity, use or conveyance (i) does not conflict with the purpose of this Conservation Easement as described in

Section 1 (including, without limitation, the Conservation Purposes), and (ii) will either enhance or not have an adverse effect on any of the Conservation Values, except in the event of imminent danger to the Property and/or the Property. Notwithstanding the foregoing, Grantee and Grantor have no right or power to agree to any action that would result in the termination of this Conservation Easement.

5. **ACCESS.** Grantee shall have the non-exclusive right of ingress, egress, and access over and across existing or future ranch roads or any future public subdivision roads to access the Property at any time and with prior notification to Grantor, provided that any access over existing or future ranch roads shall be on such road or roads as may be determined, changed, and designated by Grantor from time to time; provided further, the grant of public access to the Public Access Area by Grantee shall be limited as set forth in Section 4.2 above.

6. **EASEMENT ENFORCEMENT.** Grantee shall have the right to prevent and correct violations of the terms of this Conservation Easement. The following provisions shall be applicable to enforcement of this Conservation Easement:

6.1 Notice of Violation; Grantee's Remedies. If Grantee determines that Grantor is in violation of the terms of this Conservation Easement or that a violation is threatened, Grantee may take appropriate remedies at its discretion. If Grantee determines that it has not been or will not be able to resolve the matter promptly through informal means, Grantee shall give written notice to Grantor of such violation and demand corrective action sufficient to cure the violation and, where the violation involves GCWA habitat degradation resulting from any use or activity inconsistent with the purpose of this Conservation Easement, to restore the habitat. If Grantor fails to cure the violation within fourteen (14) days after receipt of notice thereof from Grantee, or under circumstances where the violation cannot reasonably be cured within a fourteen (14) day period, fails to begin curing such violation within the fourteen (14) day period or fails to continue diligently to cure such violation until finally cured, Grantee may, at its sole discretion, i) request mediation with a mutually acceptable third-party mediator, or ii) bring an action at law or in equity in a court of competent jurisdiction to enforce the terms of this Conservation Easement, to enjoin the violation, ex parte as necessary, by temporary or permanent injunction, to recover any damages to which it may be entitled for violation of the terms of this Conservation Easement or injury to any Conservation Values protected by this Conservation Easement, including damages, and to require the restoration of the Property to the condition that existed prior to such violation or injury. Without limiting Grantor's liability therefor, Grantee, in its sole discretion, may apply any damages recovered to the cost of undertaking any corrective action on the Property. If Grantee, in its sole discretion, determines that circumstances require immediate action to prevent or mitigate significant damage to the Conservation Values of the Property, Grantee may pursue its remedies under this Section 6.1 without prior notice to Grantor and/or without waiting for the period provided for cure to expire. Grantee's rights under this Section 6.1 apply equally in the event of either actual or threatened violations of the terms of this Conservation Easement, and Grantor agrees that Grantee's remedies at law for any violation of the terms of this Conservation Easement are inadequate and that Grantee shall be entitled to the injunctive relief described in this Section 6.1, both prohibitive and mandatory, in addition to such other relief to which Grantee may be entitled, including specific performance of the terms of this Conservation Easement, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies. Grantee's remedies described in this Section 6.1 shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity.

6.2 Costs of Enforcement. If a Court or other decision maker chosen by mutual consent of the Parties determines that this Conservation Easement has been breached by either Party, the Party that so breached this Conservation Easement will reimburse the other Party for any reasonable costs of enforcement, including court costs, reasonable attorney's fees, and any other payments ordered by such Court or decision maker.

6.3 Emergency Enforcement. The foregoing provisions notwithstanding, if Grantee reasonably determines that a violation has occurred or is about to occur and circumstances require immediate action to prevent, terminate, or mitigate significant damage to or the destruction of any of the Conservation Values, or to prevent, terminate, or mitigate a significant violation of a material term of this Conservation Easement, Grantee may give a notice of violation to the extent reasonably practicable under the circumstances (which may be given orally in such cases or not at all depending on the circumstances) and Grantee may then pursue its remedies under this Conservation Easement without waiting for the period to cure the violation which is provided for above.

6.4 No Waiver. The delay or forbearance of Grantee to discover a violation or to take action under this Conservation Easement with respect to a violation shall not bar it from doing so at a later time, and shall not be deemed or construed to be a waiver of Grantee's rights in the event of any subsequent occurrence of that or any other violation.

6.5 No Special Damages. Notwithstanding anything to the contrary contained herein, under no circumstances may either party hereto seek or be entitled to recover damages of any kind other than actual damages, including, but not limited to, any general, compensatory, special, consequential, punitive, speculative, incidental or indirect damages, whether in contract, tort, or under any other legal or equitable principle, all of which the parties hereto specifically waive.

6.6 Acts Beyond Grantor Control. Nothing contained in this Conservation Easement shall be construed to entitle Grantee to bring any action against the Grantor for any injury to or change in the Property resulting from causes beyond Grantor's control including, without limitation, fire, flood, storm, earth movement, or from any prudent action taken by Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Property resulting from such causes.

6.7 Liabilities. Grantee assumes sole responsibility for all losses, claims, damages and liabilities asserted by third parties arising out of or related to Grantee's allowing third parties and members of the public to use and access the Property.

7. **TRANSFER OF PROPERTY.** The rights and obligations of the Grantor hereto are appurtenant to the Property, and shall be binding upon and inure to the benefit of Grantor hereto and its respective successors and assigns. Any time the Property, or any interest therein, is transferred by Grantor to any third party, Grantor shall notify Grantee in writing at least thirty (30) days prior to the transfer of the Property, and the document of conveyance shall expressly refer to this Conservation Easement. Upon any transfer, Grantor shall pay Grantee an administrative fee of One Hundred Dollars ($100.00). Grantee may at its discretion waive the fee in writing if it receives notice of the transfer prior to such event. Following such written notice by the Grantor to the Grantee of such a conveyance or assignment and the assumption by the assignee of the

Grantor's obligations hereunder, the Grantor shall be relieved from further liability for its obligations hereunder thereafter accruing. Grantee shall not convey or assign its rights and obligations under this Agreement without the prior written consent of Grantor.

8. **CONDEMNATION.** At the time of the conveyance of this Conservation Easement to Grantee, this Conservation Easement gives rise to a real property right, immediately vested in Grantee. If the easement is terminated and the Property is sold or taken for public use, then, Grantor shall be entitled to forty percent (40%) and Grantee shall be entitled to sixty percent (60%) of the gross sale proceeds or condemnation award (minus any amount attributable to new improvements authorized under this Conservation Easement and made after the date of this conveyance, which amount shall be reserved to Grantor). Grantee shall use its share of the proceeds consistently with the conservation purposes of this Conservation Easement.

9. **AMENDMENT OF EASEMENT.** If circumstances arise under which an amendment to or modification of this Conservation Easement would be appropriate, Grantor and Grantee may jointly amend this Easement; provided that no amendment shall be allowed that will affect the qualifications of this Easement under any applicable laws, including Texas Natural Resources Code, Chapter 183, Internal Revenue Code §§ 170(h) and 501(c)(3), and applicable Treasury Regulations. Any amendment must be consistent with any then-effective amendment policy of the Grantee and the conservation purposes of this Easement, must not affect its perpetual duration and either must enhance, or have no effect on, the Conservation Values protected herein. Any amendment must not result in inurement or impermissible private benefit to Grantor or any other parties. Amendments must be approved in writing by the Service and will become effective upon filing in the deed registry of Hays County, Texas.

10. **TITLE.** Grantor covenants and represents that Grantor is the sole owner and is seized of the Property in fee simple and has good right to grant and convey this Conservation Easement; that the Property is free and clear of any and all mortgages not subordinated to this Conservation Easement, and that Grantee shall have the use of and enjoy all of the benefits derived from and arising out of this Conservation Easement.

11. **INTERPRETATION.** This Conservation Easement shall be interpreted under the laws of the State of Texas, resolving any ambiguities and questions of the validity of specific provisions so as to give maximum effect to its conservation purposes.

12. **THIRD-PARTY RIGHT OF ENFORCEMENT TO SERVICE.** The U.S. Fish and Wildlife Service is a third-party beneficiary of the rights of Grantee under this Conservation Easement, including the right to enforce compliance by Grantor with the terms and provisions of this Conservation Easement, and the rights and remedies granted to Grantee under this Conservation Easement.

13. **NOTICES.** All notices, demands or other communications required or permitted to be given hereunder will be in writing and any and all such items will be deemed to have been duly delivered upon personal delivery; or as of the third business day after mailing by United States mail, certified, return receipt requested, postage prepaid, addressed as follows; or as of 12:00 Noon on the immediately following business day after deposit with Federal Express or a similar overnight courier service that provides evidence of receipt, addressed as follows; or upon actual receipt if transmitted by telecopier to the telecopy number set forth below:

If to Grantor, to:

LCSM West, L.P.
303 Colorado, Suite 2300
Austin, Texas 78701
Attention: Bryan W. Lee
(512) 381-8032 Telephone
(512) 457-8008 Facsimile

If to Grantee, to:

Hays County, Texas
712 S. Stagecoach Trail, Suite 1045
San Marcos, Texas 78666
Attention: Alexandra Thompson, Natural Resources Coordinator
(512) 393-2156 Telephone
(512) 493-1915 Facsimile

If to Service, to:

U.S. Fish & Wildlife Service
10711 Burnet Road, Suite 200
Austin, Texas 78758
Attention: Field Supervisor
(512) 490-0057 Telephone
(512) 490-0974 Facsimile

or to such other address of which, or such other person of whom, any party notifies the other for such purpose in accordance with this Section 13.

14. **COMPLIANCE WITH APPLICABLE LAWS.** Grantor shall comply with all statutes, laws, ordinances, rules, regulations, codes, orders, guidelines, or other restrictions, or requirements applicable to the Property. Nothing herein shall be construed to allow Grantor to engage in any activity which is restricted or prohibited by law, restrictions or other requirements applicable to the Property.

15. **SEVERABILITY.** If any provision of this Conservation Easement is found to be invalid, the remaining provisions shall not be altered thereby.

16. **PARTIES.** Every provision of this Conservation Easement that applies to Grantor or Grantee shall also apply to their respective representatives, agents, heirs, executors, administrators, assigns, and all other successors as their interest may appear.

17. **RE-RECORDING.** In order to ensure the perpetual enforceability of the Conservation Easement, Grantee is authorized to re-record this instrument or any other appropriate notice or instrument.

18. **MERGER.** The parties agree that the terms of this Conservation Easement shall survive any merger of the fee and easement interest in the Property.

19. **SUBSEQUENT LIENS ON INITIAL EASEMENT PARCEL.** No provisions of this Conservation Easement should be construed as impairing the ability of Grantor to use this Property as collateral for subsequent borrowing, provided that any mortgage or lien arising from such a borrowing is subordinate to this Conservation Easement.

20. **ACCEPTANCE & EFFECTIVE DATE.** As attested by the signature of its authorized representative, Grantee hereby accepts without reservation the rights and responsibilities conveyed by this Conservation Easement. This Conservation Easement is to be effective the date recorded in the Hays County Real Property Records.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, Grantor and Grantee, intending to legally bind themselves, have executed this Conservation Easement as of the date first written above.

GRANTOR:

LCSM West, LP,
a Texas limited partnership

By: LCSM West GP, LLC,
a Texas limited liability company,
its General Partner

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

GRANTEE:

Hays County, Texas,

By: _____
Name: Mark Kennedy
Title: General Counsel

STATE OF TEXAS §
§
COUNTY OF HAYS §

This instrument was acknowledged before me on this 26 day of September, 2022, by Bryan W. Lee, Manager of LCSM West GP, LLC, a Texas limited liability company, General Partner of LCSM West, LP, a Texas limited partnership, on behalf of said limited partnership.

Cynthia A. Carroll
Notary Public, State of Texas
My Commission Expires: _____

CYNTHIA A. CARROLL
My Notary ID # 5863336
Expires June 27, 2026

STATE OF TEXAS §
§
COUNTY OF HAYS §

The foregoing instrument was acknowledged before me on the 26 day of September, 2022, by Mark Kennedy, General Counsel of Hays County, Texas, on behalf of Hays County, Texas.

Cynthia A. Carroll
Notary Public, State of Texas
My Commission Expires:_____

CYNTHIA A. CARROLL
My Notary ID # 5863336
Expires June 27, 2026

EXHIBITS:

Exhibits A-1 to A-5 Legal Descriptions of Property
Exhibit B Map of Property
Exhibit C Public Access Easement
Exhibit D Map of Eligible Building Envelope Locations

AFTER RECORDING, RETURN TO:
Hays County, Texas
Attention: Alexander Thompson
712 S. Stagecoach Trail, Suite 1045
San Marcos, Texas 78666

EXHIBIT A-1
PROPERTY LEGAL DESCRIPTION
390.52 Acre Tract

DESCRIPTION OF 390.52 ACRES, MORE OR LESS, OF LAND AREA IN THE WILLIAM BURKE SURVEY, ABSTRACT NO. 68, HAYS COUNTY, TEXAS, BEING A PORTION OF THAT TRACT DESCRIBED AS 515.964 ACRES IN A DEED FROM V & H ROBINSON RANCHES, LTD. TO W. L. WOOTAN ET UX DATED DECEMBER 9, 1998 AND RECORDED IN HAYS COUNTY DOCUMENT NO. 9920197 OF THE HAYS COUNTY OFFICIAL PUBLIC RECORDS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at an 8" Cedar fence corner post in the northeast line of the Jonathan Scott Survey, Abstract No. 430 for the approximate west corner of the William Burke Survey, Abstract No. 68 and for the south corner of the G. W. A. Colton Survey, Abstract No. 95 and for the northerly-west corner of the Wootan tract, and being in the northeast line of that 1422.46 acre tract described in a deed from Milton H. West et ux to MHW Operations Ltd. dated December 28, 2000 and recorded in Volume 1754, Page 588 of the Hays County Official Public Records, and being the south corner of the Bridlewood Ranches, Section 2, a subdivision recorded in Volume 11, Page 69 of the Hays County Plat Records;

THENCE leaving the Scott Survey, the MHW Operations 1422.46 acre tract, and the **PLACE OF BEGINNING** as shown on that plat numbered 27873-17-2-d dated March 22, 2017 as prepared for Wootan Family Estate by Byrn & Associates, Inc. of San Marcos, Texas with the common northwest line of the Burke Survey and the Wootan tract and southeast line of the Colton Survey and Bridlewood Ranches, Section 2, as fenced and used upon the ground, the following six courses:

1. **N 47° 38' 55" E 424.80 feet** to an angle point,
2. **N 46° 40' 52" E 282.88 feet** to a 6" Cedar post for an angle point,
3. **N 44° 51' 43" E 557.74 feet** to an 8" Cedar post for an angle point,
4. **N 46° 16' 27" E 548.58 feet** to a 4" Cedar post for an angle point,
5. **N 45° 46' 36" E 604.71 feet** to a 4" Cedar post for an angle point, and
6. **N 45°18' 03" E 260.56 feet** to a 1/2" iron rod found with a plastic cap stamped "B&G" for the north corner of this tract and the west corner of that 1388.17 acre tract described in a deed from BAT Partners, Ltd. to Lazy Oaks Ranch, LP dated November 13, 2009 and recorded in Volume 3772, Page 231 of the Hays County Official Public Records;

THENCE leaving the Colton Survey and Bridlewood Ranch tract and entering the Burke Survey with the common northeast line of the Wootan tract and southwest line of the Lazy Oaks Ranch tract as fenced, the following five courses:

1. **S 21° 03' 09" E 169.44 feet** to a triple 5" Elm tree for an angle point,
2. **S 15° 51' 32" E 479.74 feet** to a 10" Live Oak tree for an angle point,
3. **S 15° 05' 56" E 382.38 feet** to a 3" Cedar post for an angle point,
4. **S 17° 43' 48"E 393.12 feet** to an 8" Live Oak tree for an angle point, and
5. **S 24°52' 31" E 288.56 feet** to a 1/2" iron rod set for an angle point;

THENCE leaving fence, and continuing with said common line **S 54° 00' 57" E 5744.26 feet** to a 1/2" iron rod set in fence in the southeast line of the Burke Survey for the east corner of the Wootan tract and south corner of the Lazy Oaks Ranch tract and being in the northwest line of the John Williams Survey, Abstract No. 490 and that 100 acre tract described in a deed from Rita P. Steitle to Rita P. Steitle et vir dated May 27, 2015 and recorded in Volume 5249, Page 252 of the Hays County Official Public Records;

THENCE with the common southeast line of the Burke Survey and the Wootan tract and northwest line of the Williams Survey and Steitle tract, as fenced and agreed to in a boundary line agreement between J. H. Robinson and E. E. Posey dated May 24, 1942 and recorded in Volume 124, Page 496 of the Hays County Deed Records, the following four courses:

1. **S 44° 50' 55" W 648.35 feet** to a 4" Cedar post for an angle point,
2. **S 45° 15' 06" W 472.53 feet** to a 12" Live Oak tree for an angle point,
3. **S 48°27' 47" W 112.04 feet** to a 20" Live Oak tree for an angle point, and
4. **S 41° 06' 56" W 95.25 feet** to an 8" Cedar corner post for the west corner of the Williams Survey and Steitle tract and the north corner of the Isaac Lower Survey, Abstract N. 287 and that 248.18 acre tract - Exhibit A - described in a deed from George R. Williams et al to George R. Williams et al dated July 26, 2012 and recorded in Volume 4402, Page 461 of the Hays County Official Public Records;

THENCE leaving the Steitle tract with the common southeast line of the Burke Survey and the Wootan tract and northwest line of the Lowe Survey and the Williams 248.18 acre tract, as fenced and used, the following nine courses:

1. **S 45° 23' 08" W 792.32 feet** to a 12" Cedar tree for an angle point,

2. **S 45° 44' 41" W 239.94 feet** to a 24" Live Oak tree for an angle point,

3. **S 61° 50' 25" W 145.68 feet** to an 8" Live Oak tree for an angle point,

4. **S 69° 03' 13" W 37.17 feet** to a 16" Cedar tree for an angle point,

5. **S 75° 18' 47" W 41.96 feet** to a 10" Live Oak tree for an angle point,

6. **S 64° 57' 31" W 41.05 feet** to a 14" Live Oak tree for an angle point,

7. **S 54° 42' 38" W 43.53 feet** to a 16" Live Oak tree for an angle point,

8. **S 47° 50' 55" W 38.51 feet** to an 8" Live Oak tree for an angle point, and

9. **S 43° 42' 13" W 143.87 feet** to a 6" Cedar corner post for an interior corner in the east line of the Wootan tract and west corner of the Williams 248.18 acre tract;

THENCE crossing the Wootan tract **S 44° 24' 40" W 26.23 feet** to an 8" creosote post for an interior corner in the west line of the Wootan tract and the east corner of the aforereferenced MHW Operations 1422.46 acre tract, as fenced and used upon the ground, and being the south corner of this tract;

THENCE with the common southwest line of the Wootan tract and northeast line of the MHW Operations tract, as fenced and used upon the ground, the following two courses:

1. **N 25° 25' 07" W 23.14 feet** to an 8" creosote fence post and

2. **N 44° 38' 00" W (being the Bearing Basis for this description) 7118.29 feet** to the **PLACE OF BEGINNING.** There are contained within these metes and bounds 390.52 acres, more or less, of land area as prepared from public records and a survey made on the ground on during March, 2017 by Byrn & Associates, Inc. of San Marcos. All 1/2" iron rods set are capped with a plastic cap stamped "Byrn Survey".

David C. Williamson, R.P.L.S. #4190

STATE OF TEXAS REGISTERED DAVID C. WILLIAMSON 4190 PROFESSIONAL LAND SURVEYOR

Client: Wootan Family Estate
Date: April 4, 2017
Survey: Burke, William, A- 68
County: Hays, Texas
Job No: 27373-17
FND 390.52 ac

EXHIBIT A-2
PROPERTY LEGAL DESCRIPTION
40.40 Acre Tract

DESCRIPTION OF 40.40 ACRES, MORE OR LESS, OF LAND AREA IN THE ISAAC LOWE SURVEY, ABSTRACT NO. 287, HAYS COUNTY, TEXAS, BEING A PORTION OF THAT TRACT DESCRIBED AS 515.964 ACRES IN A DEED FROM V & H ROBINSON RANCHES, LTD. TO W. L. WOOTAN ET UX DATED DECEMBER 9, 1998 AND RECORDED IN HAYS COUNTY DOCUMENT NO. 9920197 OF THE HAYS COUNTY OFFICIAL PUBLIC RECORDS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at an 8" Cedar fence corner post for the south corner of the Wootan tract, the southerly-west corner of the 248.18 acre - Exhibit A - tract described in a partition deed from George R. Williams et al to George R. Williams et al dated July 26, 2012 and recorded in Volume 4402, Page 461 of the Hays County Official Public Records and the east corner of the 209.69 acre - Exhibit B - tract described in same partition deed;

THENCE leaving the **PLACE OF BEGINNING** as shown on that plat numbered 27466-17-c dated December 12, 2017 as prepared for DBC by Byrn & Associates, Inc. of San Marcos, Texas with the common southwest line of the Wootan tract and northeast line of the Williams 209.69 acre tract, as fenced and used upon the ground, **N 52° 38' 32" W 162.85 feet**, to a 1/2" iron rod set for a southwest corner of this tract;

THENCE entering and crossing the Wootan tract, the following four courses:

1. **N 01° 27' 01" W 100.00 feet** to a 1/2" iron rod set,
2. **N 69° 08' 52" E 143.32 feet** to a 1/2" iron rod set,
3. **N 33° 57' 32" E 667.06 feet** to a 1/2" iron rod set, and
4. **N 23° 15' 14" W 2575.47 feet** to a 1/2" iron rod set for the northwest corner of this tract in the northwest line of the Wootan tract and being in the southeast line of that 1422.46 acre tract described in a deed from Milton H. West et ux to MHW Operations Ltd. dated December 28, 2000 and recorded in Volume 1754, Page 588 of the Hays County Official Public Records and being the approximate common northwest line of the Isaac Lowe Survey and the southeast line of the Jonathan Scott Survey, A-430;

THENCE with said common survey line and the common northwest line of the Wootan tract and southeast line of the MHW tract, as fenced and used upon the ground **N 44° 59' 28" E 683.66 feet** to a 8" creosote post for the east corner of the MHW Operation tract and an interior corner in the westerly line of the Wootan tract;

THENCE crossing the Wootan tract **N 44° 24' 40" E 26.23 feet** to a 6" Cedar corner post for an interior corner in the easterly line of the Wootan tract and being the northerly-west corner of the aforereferneced Williams 248.18 acre tract;

THENCE entering the Lowe Survey with a common northeast line of the Wootan tract and southwest line of the Williams 248.18 acre tract, being with an old wire fence, the following four courses:

1. **S 46° 27' 54" E 105.90 feet** to a 24" Live Oak tree for an angle point,

2. **S 17° 54' 57" E 2029.98 feet** to a 3" Cedar post for an angle point,

3. **S 18° 02' 32" E 739.46 feet** to a 10" Cedar corner post for an angle point, and.

4. **S 39° 19' 35" W 1246.16 feet** to the **PLACE OF BEGINNING,** pass at 940.94 feet a record angle point in the Wootan tract as described (a portion of which was in conflict with the Williams 241.18 acre tract and having been resolved by a boundary line agreement between George R. Williams and Wilford Lewis Wootan, Sr. Trustee dated October 30, 2012 and recorded in Volume 4476, Page 742 of the Hays County Official Public Records). There are contained within these metes and bounds 40.40 acres, more or less, of land area as prepared from public records and a survey made on the ground on during March 2017 and December 2017 by Byrn & Associates, Inc. of San Marcos. All 1/2" iron rods set are capped with a plastic cap stamped "Byrn Survey". The BEARING BASIS for this description is the southwest line of the northerly portion of the Wootan tract being N 44° 38' W.

David C. Williamson, R.P.L.S. #4190

STATE OF TEXAS
REGISTERED
DAVID C. WILLIAMSON
4190
PROFESSIONAL
LAND SURVEYOR

Client: DBC
Date: December 12, 2017
Survey: Lowe, A-287
County: Hays, Texas
Job No: 27466-17
FND 40.40 ac

EXHIBIT A-3
PROPERTY LEGAL DESCRIPTION
.23 Acre Tract

DESCRIPTION OF 0.23 ACRES, MORE OR LESS, OF LAND AREA IN THE ISAAC LOWE SURVEY, ABSTRACT NO. 287, HAYS COUNTY, TEXAS, BEING A PORTION OF THAT 248.18 ACRE - EXHIBIT A TRACT DESCRIBED IN A PARTITION DEED FROM GEORGE R. WILLIAMS ET AL TO GEORGE R. WILLIAMS ET AL DATED JULY 26, 2012 AND RECORDED IN VOLUME 4402, PAGE 461 OF THE HAYS COUNTY OFFICIAL PUBLIC RECORDS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at an 8" Cedar fence corner post for the northeast corner of this tract and the northeast corner of the 209.69 acre - Exhibit B tract (deeded to Barry Tacker et ux in said Partition deed) being an angle point in the west line of the 248.18 acre Exhibit A tract deeded to George R. Williams in said Partition deed and being the south corner of that 515.964 acres in a deed from V & H Robinson Ranches, Ltd. to W. L. Wootan et ux dated December 9, 1998 and recorded in Hays County Document No. 9920197 of the Hays County Official Public Records;

THENCE leaving the **PLACE OF BEGINNING** as shown on that plat numbered 27466-18-3-b dated February 12, 2018 as prepared for DBC by Byrn & Associates, Inc. of San Marcos, Texas with the common northwest line of the George Williamson 248.18 acre - Exhibit A tract and the southeast line of the Wootan tract **N 39° 19' 34" E 34.39 feet** to a 1/2"iron rod set for the northeast corner of this tract;

THENCE entering the Williams 248.18 acre - Exhibit A tract **S 07° 17' 50" E 411.76 feet** to a point in the centerline of Hays County Road 272 - Quail Run - being the southeast corner of this tract, pass at 396.76 feet a 1/2" iron rod set for reference;

THENCE with the approximate centerline of Quail Run **N 88° 36' 42" W 25.29 feet** to a point for the southwest corner of this tract;

THENCE leaving Quail Run **N 07° 17' 50" W 117.28 feet** to a 6" pipe for the northerly southeast corner of the Tacker 209.69 acre - Exhibit B tract and an interior corner of the George Williams 248.18 acre - Exhibit A tract, pass at 15.00 feet a 1/2" iron rod set for reference;

THENCE with the common line of the Tacker 209.69 acre - Exhibit B tract and the George Williams 248.18 acre - Exhibit A tract **N 07° 17' 50" W 267.04 feet** to the **PLACE OF BEGINNING**. There are contained within these metes and bounds 0.23 acres, more or less, of land area as prepared from public records and a survey made on the ground during January, 2-18 by Byrn & Associates, Inc. of San Marcos, Texas. The BEARING BASIS for this description was determined from GPS observations and refers to Grid North of the Texas State Plane Coordinate System, N.A.D. 83, South Central Zone.

STATE OF TEXAS REGISTERED DAVID C. WILLIAMSON 4190 PROFESSIONAL LAND SURVEYOR

David C. Williamson, R.P.L.S. 4190

Client: DBC
Date: February 12, 2018
Survey: Lowe, A-287
County: Hays, Texas
Job No.: 27466-17-3
FND0.23

EXHIBIT A-4
PROPERTY LEGAL DESCRIPTION
537.30 Acre Tract

EXHIBIT "A"

STATE OF TEXAS
COUNTY OF HAYS

537.30 ACRES
JOHN WILLIAMS SURVEYS
A-471 & A-490

DESCRIPTION

DESCRIPTION OF A 537.30 ACRE TRACT OF LAND OUT OF THE JOHN WILLIAMS SURVEYS, A-471 AND A-490, HAYS COUNTY, TEXAS, AND BEING ALL OF THAT CERTAIN TRACT OF LAND CALLED TO BE 521.55 ACRES, DESCRIBED IN A PARTITION DEED OF A TRACT OF LAND CALLED TO BE 931.2 ACRES, DESCRIBED IN A DEED TO E. E. POSEY, OF RECORD IN VOLUME 84, PAGE 100, OF THE DEED RECORDS OF HAYS COUNTY, TEXAS, SAID 521.55 ACRES BEING THE NORTHEAST PORTION OF SAID 931.2 ACRES, AND PARTITIONED TO AARON POSEY, OF RECORD IN VOLUME 1175, PAGE 518, OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, SAID 537.30 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a ½ inch iron rod found in the east line of a tract of land called to be 1499 acres, described in a deed to V & H Robinson Ranches, LTD, of record in Volume 1180, Page 659, of the Official Public Records of Hays County, Texas, same being the northwest corner of a tract of land called to be 521.5 acres, described in said partition deed of said 931.2 acres, said 521.5 acres being the southwest portion of said 931.2 acre tract, and partitioned to Edward E. Posey, of record in Volume 1175, Page 518, of the Official Public Records of Hays County, Texas, said iron rod being the southwest corner of said 521.55 acre Aaron Posey tract, and the southwest corner of the herein described tract;

THENCE, with the northwest line of said 521.55 Aaron Posey tract, same being the northwest line of said 931.2 acre tract, and the southeast line of said 1499 acre tract, along or near a fence called for in a boundary line agreement between J. H. Robinson and E. E. Posey of record in Volume 124, Page 496, of the Deed Records of Hays County, Texas, the following fifteen (15) courses:

1) N 45° 11' 56" E, 393.70 feet to a fence post;
2) N 48° 23' 40" E, 294.34 feet to a fence post;
3) N 50° 11' 08" E, 518.35 feet to a fence post;
4) N 53° 47' 44" E, 278.58 feet to a fence post;
5) N 53° 05' 54" E, 446.64 feet to a fence post;
6) N 30° 06' 06" E, 262.30 feet to a fence post;
7) N 17° 22' 42" E, 208.90 feet to a 14 inch Live Oak;
8) N 53° 56' 33" E, 112.10 feet to a 23 inch Live Oak;
9) N 77° 15' 42" E, 285.17 feet to a fence post;
10) N 43° 40' 40" E, 874.76 feet to a fence post;
11) N 18° 10' 50" E, 377.45 feet to a 30 inch Live Oak;
12) N 66° 55' 22" E, 387.53 feet to a fence post;
13) N 43° 44' 28" E, 1045.05 feet to a 24 inch Cedar;
14) N 09° 33' 02" E, 270.51 feet to a point in the approximate centerline of Purgatory Creek;
15) N 29° 02' 26" E, 174.25 feet to a 7 inch Elm found on the north high bank of said Purgatory Creek, in the southerly line of a tract of land called to be 644.89 acres, described in a deed to V & H Robinson Ranches, LTD, of record in Volume 1180, Page 652, of the Official Public Records of Hays County, Texas, for the most westerly northwest corner of said 521.55 acre Aaron Posey tract, and the most westerly northwest corner of the herein described tract;

THENCE, along the north high bank of said Purgatory Creek, with the northeasterly line of said 521.55 acre Aaron Posey tract, same being the northeasterly line of said 931.2

acre tract, and the southwesterly line of said 644.89 acre tract, along or near a fence, the following eight (8) courses:

1) S 73° 58' 13" E, 71.71 feet to a 30 inch Live Oak;
2) N 53° 17' 31" E, 109.49 feet to a 24 inch Live Oak;
3) S 71° 45' 54" E, 95.00 feet to an 8 inch Live Oak;
4) S 45° 07' 34" E, 406.51 feet to a double 8 inch –12 inch Cedar;
5) S 49° 10' 26" E, 207.85 feet to a 12 inch Cedar;
6) S 38° 05' 50" E, 163.77 feet to a 24 inch Cedar;
7) S 11° 10' 57" E, 74.98 feet to a 12 inch Live Oak;
8) S 49° 06' 15" W, 21.65 feet to a 10 inch Cedar at the top of a bluff on the north side of said Purgatory Creek;

THENCE, with the top of the bluff on the north side of Purgatory Creek, with the northeasterly line of said 521.55 acre Aaron Posey tract, same being the northeasterly line of said 931.2 acre tract, and the southwesterly line of said 644.89 acre tract, along or near a fence, the following two (2) courses:

1) S 38° 11' 00" E, 186.65 feet to a 24 inch Cedar;
2) S 26° 08' 59" E, 44.64 feet to a 4 inch steel fence post found at the southeasterly corner of said 644.89 acre tract, same being the most westerly southwest corner of a tract of land called to be 659.9 acres, described in a deed to Frost National Bank, Independent Executor & Trustee under the will of Joseph Freeman, of record in Volume 359, Page 863, of the Deed Records of Hays County, Texas;

THENCE, continuing with the top of the bluff along the north side of Purgatory Creek, and with the northeasterly line of said 521.55 acre Aaron Posey tract, same being the northeasterly line of said 931.2 acre tract, and the southwesterly line of said 359.9 acre tract, the following twenty-four (24) courses:

1) S 38° 37' 54" E, 194.88 feet to a 20 inch Cedar;
2) S 23° 05' 48" E, 144.98 feet to a fence post;
3) S 14° 02' 15" E, 211.82 feet to an 11 inch Live Oak;
4) S 04° 40' 29" E, 139.98 feet to a fence post;
5) S 09° 49' 19" W, 151.17 feet to a fence post;
6) S 13° 02' 03" W, 184.87 feet to a 14 inch Cedar;
7) S 24° 36' 40" W, 235.14 feet to a 12 inch Cedar;
8) S 46° 15' 57" W, 269.96 feet to a fence post;
9) S 51° 19' 02" W, 83.65 feet to a fence post;
10) S 57° 26' 13" W, 211.29 feet to a 10 inch forked Cedar;
11) S 67° 51' 39" W, 292.40 feet to a 12 inch Elm;
12) S 53° 11' 33" W, 270.40 feet to a 16 inch Cedar;
13) S 48° 38' 33" W, 173.22 feet to a 14 inch Cedar;
14) S 39° 43' 05" W, 181.85 feet to a 20 inch Cedar;
15) S 46° 41' 09" W, 27.48 feet to a 19 inch Live Oak;
16) S 07° 47' 26" W, 63.67 feet to a 15 inch Cedar;
17) S 09° 34' 34" E, 122.17 feet to a 19 inch Cedar;
18) S 21° 02' 25" E, 95.15 feet to an 18 inch Live Oak;
19) S 29° 41' 12" E, 37.43 feet to a 24 inch Live Oak;
20) S 55° 58' 24" E, 165.76 feet to a 13 inch Cedar;
21) S 69° 05' 17" E, 157.93 feet to a 12 inch dead Cedar;
22) S 87° 26' 34" E, 93.93 feet to a 12 inch Cedar;
23) N 86° 17' 10" E, 15.00 feet to a 14 inch Cedar;
24) S 80° 39' 48" E, 204.22 feet to a fence post;

THENCE, leaving the bluff and continuing with the north high bank of said Purgatory Creek, and with the northeasterly line of said 521.55 acre Aaron Posey tract, same being

the northeasterly line of said 932.2 acre tract, and the south line of said 359.9 acre tract, along or near a fence, the following three (3) courses;

1) S 53° 55' 20" E, 303.37 feet to a fence post;
2) S 66° 41' 37" E, 129.33 feet to an 18 inch Cedar;
3) S 71° 29' 18" E, 295.73 feet to a 4 inch steel fence post at the southeasterly corner of said 659.9 acre tract, same being the southwesterly corner of a tract of land called to be 300 acres, conveyed to Claud Kern Wildenthal, of record in Volume 1385, Page 398, of the Official Public Records of Hays County, Texas, and described in Volume 98, Page 396, of the Deed Records of Hays County, Texas;

THENCE, continuing with the north high bank of said Purgatory Creek, and with the northeasterly line of said 521.55 acre Aaron Posey tract, same being the northeasterly line of said 931.2 acre tract, and the south line of said 300 acre tract, the following four (4) courses:

1) S 69° 28' 40" E, 50.13 feet to a 15 inch Live Oak;
2) S 65° 47' 52" E, 292.97 feet to a 14 inch Elm;
3) S 78° 09' 43" E, 301.48 feet to a ½ inch iron rod found;
4) S 60° 49' 36" E, 175.55 feet to a 5/8 inch iron rod with cap set on the north high bank of Purgatory Creek, at the southeasterly corner of said 300 acre tract, and in the westerly line of a tract of land called to be 425.55 acres, conveyed to Clovis R. Baker and Medical X-Ray Consultants, P.A. Profit Sharing Plan and Trust, of record in Volume 1158, Page 659, of the Official Public Records of Hays County, Texas, described in Volume 450, Page 187, of the Real Property Records of Hays County, Texas, for a northeasterly corner of said 521.55 acre Aaron Posey tract, a northeasterly corner of said 931.2 acre tract, and a northeasterly corner of the herein described tract;

THENCE, with the easterly line of said 521.55 acre Aaron Posey tract, same being the easterly and line of said 931.2 acre tract, the following twenty-two (22) courses:

1) S 24° 33' 19" W, with the westerly line of said 425.55 acre tract, 97.91 feet to an 18 inch Elm;
2) S 11° 32' 00" W., at approximately 34 feet, passing Purgatory Creek and the northwest corner of Lot 40, *The Estates of San Marcos*, a subdivision of record in Volume 5, Pages 180-186, of the Plat Records of Hays County, Texas, and continuing for a total distance of 287.11 feet to a ½ inch iron rod with aluminum cap found for the southwest corner of said Lot 40, same being the northwest corner of Lot 39, of *The Estates of San Marcos*;
3) S 20° 44' 35" E, 52.44 feet to a ½ inch iron rod with aluminum cap found;
4) S 36° 37' 47" E, 23.85 feet to a ½ inch iron rod with aluminum cap found;
5) S 44° 55' 08" E, 236.78 feet to a ½ inch iron rod with aluminum cap found;
6) S 45° 21' 42" E, at 225.43 feet passing a ½ inch iron rod found for the southwesterly corner of said Lot 39, same being the northwesterly corner of Lot 37 of *The Estates of San Marcos*, at 329.55 feet passing a ½ inch iron rod with aluminum cap found for the southwesterly corner of said Lot 37, same being the northwesterly corner of Lot 36 of *The Estates of San Marcos*, and continuing for a total distance of 539.93 feet to a ½ inch iron rod found;
7) S 44° 24' 17" E, at 135.41 feet passing a ½ inch iron rod found for the southerly corner of said Lot 36, same being the northwesterly corner of Lot 35 of *The Estates of San Marcos*, and continuing for a total distance of 306.78 feet to a ½ inch iron rod found;
8) S 14° 03' 27" E, 38.46 feet to a ½ inch iron rod with aluminum cap found for the southerly cornerr of said Lot 35, same being the westerly corner of Lot 27 of *The Estates of San Marcos*, same being the northwesterly corner of Lot 26 of *The Estates of San Marcos*;
9) S 07° 51' 03" W, 111.97 feet to a ½ inch iron rod with aluminum cap found;

10) S 09° 11' 03" W, 149.62 feet to a ½ inch iron rod with aluminum cap found for the southwesterly corner of said Lot 26, same being the northwesterly corner of Lot 25 of *The Estates of San Marcos*;
11) S 11° 57' 31" W, 161.55 feet to a ½ inch iron rod found for the southwesterly corner of said Lot 25, same being the northwesterly corner of Lot 24 of *The Estates of San Marcos*;
12) S 27° 22' 42" W, 69.25 feet to a ½ inch iron rod with aluminum cap found;
13) S 34° 39' 27" W, 149.40 feet to a ½ inch iron rod with aluminum cap found for the southwesterly corner of said Lot 24, same being the northwesterly corner of Lot 23 of *The Estates of San Marcos*;
14) S 33° 34' 36" W, 104.41 feet to a ½ inch iron rod with aluminum cap found for the southwesterly corner of said Lot 23, same being the northwesterly corner of Lot 22 of *The Estates of San Marcos*;
15) S 33° 02' 09" W, 173.57 feet to a ½ inch iron rod with aluminum cap found for the southwesterly corner of said Lot 22, same being the northwesterly corner of Lot 21 of *The Estates of San Marcos*, and the north corner of Lot 18 of *The Estates of San Marcos*;
16) S 33° 36' 26" W, 405.61 feet to a ½ inch iron rod with aluminum cap found for the west corner of said Lot 18, same being the north corner of Lot 17 of *The Estates of San Marcos*,
17) S 41° 38' 44" W, 199.42 feet to a ½ inch iron rod found;
18) S 45° 47' 07" W, 105.78 feet to a ½ inch iron rod found;
19) S 44° 54' 58" W, at 45.83 feet passing a ½ inch iron rod with aluminum cap found for the southwesterly corner of said Lot 17, same being the northwesterly corner of Lot 16 of *The Estates of San Marcos*, at 163.05 feet passing a ½ inch iron rod with aluminum cap found for the southwesterly corner of said Lot 16, same being the northwesterly corner of Lot 2, of *The Estates of San Marcos*, and the northerly corner of Lot 1 of *The Estates of San Marcos*, and continuing for a total distance of 294.41 feet to a ½ inch iron rod found;
20) S 33° 04' 03" W, 100.72 feet to a ½ inch iron rod found for a westerly corner of said Lot 1, same being the most easterly northeast corner of said 521.5 acre Edward E. Posey tract;

THENCE, across said 931.2 acre tract, with the southerly line of said 521.55 acre Aaron Posey tract, and the northerly line of said 521.5 acre Edward E. Posey tract, the following six (6) courses:

1) S 64° 39' 05" W, 158.04 feet to a 5/8 inch iron rod with cap set;
2) S 54° 51' 18" W, 138.55 feet to a 5/8 inch iron rod with cap set;
3) S 60° 38' 40" W, 247.93 feet to a ½ inch iron rod found;
4) N 45° 08' 59" W, 1308.44 feet to a ½ inch iron rod found;
5) S 44° 51' 55" W, 1386.56 feet to a ½ inch iron rod found;
6) N 45° 08' 30" W, 4435.86 feet to the POINT OF BEGINNING containing 537.30 acres of land within these metes and bounds.

Description accompanied by plat.
Surveyed by: Staudt Surveying
P.O. Box 1273
Dripping Springs, Texas 78620
512-858-2236

STATE OF TEXAS REGISTERED THOMAS E. STAUDT 3984 PROFESSIONAL LAND SURVEYOR

2/12/02

Thomas E. Staudt Registered Professional Land Surveyor No. 3984 Date

Job No. S02080

EXHIBIT A-5
PROPERTY LEGAL DESCRIPTION
100 Acre Tract

EXHIBIT A

EAGLE
LAND
SURVEYING
P.O Box 2264 Wimberley, Texas 78676 (512) 647-1079 Fax: (512) 647-8522

TRACT 'A'

October 29, 2012

FIELD NOTES DESCRIBING 100.0 ACRES OF LAND, MORE OR LESS, OUT OF THE J. WILLIAMS SURVEY, A-490, IN HAYS COUNTY, TEXAS, SAID 100.0 ACRES BEING OUT OF THAT TRACT OF LAND CALLED 521.55 ACRES, AS DESCRIBED AND RECORDED IN VOLUME 1175, PAGE 518, HAYS COUNTY OFFICIAL PUBLIC RECORDS, SAID 100.0 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS;

BEGINNING at a ½" iron pin set on the Westerly, Northeast line of the afore mentioned 521.55 acre tract, said point being S 45°08'34" E, a distance of 2,149.42 feet from the North corner of the 521.55 acre tract, said ½" iron pin being the East corner of the herein described 100.0 acres and being the POINT OF BEGINNING for this description;

THENCE, S 44°24'29" W, across the 521.55 acre tract, a distance of 2,024.45 feet to a ½" iron pin found near the fence on the Southwest line of the 521.55 acre tract, said ½" iron pin being the South corner of the herein described 100.0 acres;

THENCE, N 45°18'20" W, with the fenced Southwest line of the 521.55 acres, a distance of 2,147.55 feet to a wood fence post found at the West corner of the 521.55 acres, being the West corner of the herein described 100.0 acres;

THENCE, N 44°21'23" E, with the fenced Northwest line of the 521.55 acres, a distance of 2,030.57 feet to a ½" iron pin found at the North corner of the 521.55 acres, said point being the North corner of the herein described 100.0 acres;

THENCE, S 45°08'34" E, with the Northerly, Northeast line of the 521.55 acres, a distance of 2,149.42 feet to the POINT OF BEGINNING containing 100.0 acres of land, more or less. These field notes accompany a survey plat dated October 29, 2012, by Eagle Land Surveying, job number 12-142.

Clyde Barroso, R.P.L.S. #5404, State of Texas

STATE OF TEXAS
REGISTERED
CLYDE BARROSO
5404
LAND SURVEYOR

page one of one
12-142 fieldnotesA.doc
cb

EXHIBIT B
MAP OF PROPERTY

EXHIBIT B
CONSERVATION EASEMENT AREA

0 625 1,250
FEET

CONSERVATION EASEMENT AREA - 1,068 AC

HAYS COUNTY RHCP LA CIMA PRESERVE - 700 AC

LA CIMA PARKLAND - 91.5 AC

PUBLIC PARKLAND

EXHIBIT C
PUBLIC ACCESS EASEMENT

PUBLIC ACCESS EASEMENT

THIS PUBLIC ACCESS EASEMENT, dated this the ___ day of _____, 2022, is hereby made by LCSM West, LP, a Texas limited partnership ("LCSM West"), and Lazy Oaks Ranch, LP, a Texas limited partnership ("Lazy Oaks" and, together with LCSM West, "Grantor"), in favor of Hays County, a political subdivision of the State of Texas ("Grantee").

WITNESSETH:

WHEREAS, LCSM West is the owner of that certain 30-foot wide approximate 1.75 acres of land within Hays County, Texas, as more particularly described in Exhibit A-1, which is attached hereto and incorporated herein for all purposes (the "LCSM West Easement Property");

WHEREAS, Lazy Oaks is the owner of that certain 30-foot wide approximate 2.35 acres of land within Hays County, Texas, as more particularly described in Exhibit A-2, which is attached hereto and incorporated herein for all purposes (the "Lazy Oaks Easement Property" and together with the LCSM West Easement Property, the "Easement Property");

WHEREAS, Grantee wishes to acquire, for the benefit of the citizens of Hays County and the general public, a public access hike and bike trail easement over, on, and across the Easement Property, the alignment of which is further depicted in Exhibit B, which is attached hereto and incorporated herein for all purposes (the "Trail"); and

WHEREAS, Grantor wishes to convey the public access easement hereunder to Grantee in partial consideration of and as part of Grantee's acquisition of a Conservation Easement over the LCSM West Easement Property and certain other property owned by LCSM West.

NOW THEREFORE, in consideration of the foregoing, and intending to be mutually bound hereby, the Parties agree as follows:

1. **Easement.** Grantor hereby grants and conveys to Grantee a permanent public access hike and bike trail easement over, on, and across the Easement Property.

2. **Use.** The Easement Area shall be used exclusively for the installation, operation and maintenance of the Trail as a public access hike and bike trail. No motorized vehicles shall be allowed upon the Easement Property, other than those utilized by Grantee for maintenance of the Easement Area or for emergency access. As the fee owner of the Easement Property, Grantor and Grantor's successors, assigns, contractors, agents, visitors, invitees, and licensees (including residents of the La Cima master-planned community) may continue to use the Easement Property (including the Trail over, on and across the Easement Property), including access to the Easement Property (including the Trail over, on and across the Easement Property) with motorized vehicles, as long as such use does not materially interfere with the rights of Grantee (or the general public) described herein.

3. **Public Trail.** Grantor and Grantee acknowledge that the Easement Property shall be used by the general public on a year-round basis, at times and subject to rules and limitations provided by Grantee. Grantor and Grantee shall confer on a periodic basis (at least once

annually) to address needs associated with public access to the Trail over, on and across the Easement Property.

4. **Construction.** While the Easement Property is being granted for uses compatible and consistent with that of a public hike and bike trail, the Parties recognize that activities in support of that objective, such as construction and maintenance, shall be necessary from time to time. Grantor and Grantee agree that the Trail over, on and across the Easement Property will be a natural surface trail, unless otherwise agreed to by Grantor. At Grantee's expense, Grantee shall install and maintain the Trail and Trail-related improvements and signage over, on and across the Easement Property. The initial construction timeline for the Trail over, on and across the actual Trail Property shall be determined by Grantee. Grantee shall be responsible for controlling the public use of the Trail over, on and across the Easement Property, as well as ensuring that best safety practices are followed by Grantee's agents and promoted to public users of the Trail over, on and across the Easement Property. As the fee owner of the Easement Property, Grantor and Grantor's successors, assigns, contractors, and agents may improve and maintain the Easement Property (including the constructing and maintaining the Trail over, on and across the Easement Property), as long as such improvements and maintenance does not materially interfere with the rights of Grantee (or the general public) described herein.

5. **Fencing.** Under no circumstance shall Grantee be responsible for construction or maintenance of fencing on any part of the Easement Property, unless the Parties determine that damage to fencing has been caused by Grantee, Grantee's agents or users of the Trail over, on and across the Easement Property. Grantor may align fencing along the border of the Easement Property.

6. **Maintenance and Repairs.** Grantee shall be responsible for maintenance and repair of the Trail improvements over, on and across the Easement Property.

7. **MUTUAL INDEMNITY.** GRANTEE AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD HARMLESS GRANTOR, ITS OFFICERS, DIRECTORS AND EMPLOYEES AGAINST ALL DAMAGES, LIABILITIES OR COSTS, INCLUDING REASONABLE ATTORNEYS' FEES AND DEFENSE COSTS, TO THE EXTENT CAUSED BY GRANTEE'S NEGLIGENT INSTALLATION OR OPERATION OF THE TRAIL OVER, ON AND ACROSS THE EASEMENT PROPERTY.

   GRANTOR AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD HARMLESS GRANTEE, ITS OFFICERS, DIRECTORS, EMPLOYEES AND SUBCONTRACTORS AGAINST ALL DAMAGES, LIABILITIES OR COSTS, INCLUDING REASONABLE ATTORNEYS' FEES AND DEFENSE COSTS, TO THE EXTENT CAUSED BY GRANTOR'S NEGLIGENT ACTS IN CONNECTION WITH THIS PUBLIC ACCESS EASEMENT.

   NEITHER GRANTOR NOR GRANTEE SHALL BE OBLIGATED TO INDEMNIFY THE OTHER PARTY IN ANY MANNER WHATSOEVER FOR THE OTHER PARTY'S NEGLIGENCE.

8. **Successors.** This Public Access Easement shall be binding upon the Parties hereto, their respective heirs, successors and assigns. In the event Grantor or Grantee sells or otherwise transfers any of their interests in any portion of the Easement Property, such transfer shall be subject to this Public Access Easement and such transferee shall become bound to all terms and obligations accruing subsequent to such transfer.

9. **Term and Termination.** This Public Access Easement shall be recorded in the Hays County Official Public Records and shall run with the Easement Property perpetually. However, once the Trail improvements over, on and across the Easement Property have been made and the Trail over, on and across the Easement Property has been opened to the public, should Grantee close the Trail over, on and across the Easement Property for public use for more than two (2) consecutive years, then Grantor shall have a right to demand that this Public Access Easement be terminated. If, pursuant to the conditions in this Section, Grantor demands termination of this Public Access Easement, then Grantee shall have ninety (90) days to remove any improvements it has made to the Easement Property, after which the termination will be effective.

10. **Notices.** All notices issued by Grantor under or regarding this Public Access Easement shall be provided in writing to the County at: Hays County, Attn: County Judge, 111 E. San Antonio, Suite 300 San Marcos, Texas 78666.

    All notices issued by Grantee under or regarding this Public Access Easement shall be provided in writing to Grantor at 303 Colorado, Suite 2300, Austin, Texas 78701 Attn: Bryan W. Lee.

    Notices from one party to another under this Section may be made by U.S. Mail, parcel post, or courier, sent to the designated contact at the designated addresses cited above.

11. **Recitals.** The recitals set forth in the preamble of this Agreement are hereby incorporated into this Public Access Easement as if fully set forth herein.

[Signature Page to Follow]

In Witness Whereof, the parties have caused their representatives to set their hands. By the signature of its representative below, Grantor conveys and Grantee manifests its acceptance of this Public Access Easement.

LCSM WEST:

LCSM West, LP,
a Texas limited partnership

By: LCSM West GP, LLC,
a Texas limited liability company,
its General Partner

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

STATE OF TEXAS §
§
COUNTY OF HAYS §

This instrument was acknowledged before me on this _____ day of _____, 2022, by Bryan W. Lee, Manager of LCSM West GP, LLC, a Texas limited liability company, General Partner of LCSM West, LP, a Texas limited partnership, on behalf of said limited partnership.

_____
Notary Public, State of Texas
My Commission Expires: _____

In Witness Whereof, the parties have caused their representatives to set their hands. By the signature of its representative below, Grantor conveys and Grantee manifests its acceptance of this Public Access Easement.

LAZY OAKS:

Lazy Oaks Ranch, LP,
a Texas limited partnership

By: Lazy Oaks GP, LLC,
a Texas limited liability company,
its General Partner

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

STATE OF TEXAS §
§
COUNTY OF HAYS §

This instrument was acknowledged before me on this _____ day of _____, 2022, by Bryan W. Lee, Manager of Lazy Oaks GP, LLC, a Texas limited liability company, General Partner of Lazy Oaks Ranch, LP, a Texas limited partnership, on behalf of said limited partnership.

_____
Notary Public, State of Texas
My Commission Expires: _____

In Witness Whereof, the parties have caused their representatives to set their hands. By the signature of its representative below, Grantor conveys and Grantee manifests its acceptance of this Public Access Easement.

GRANTEE:

Hays County, Texas,

By:_____
Name:_____
Title:_____

STATE OF TEXAS §
§
COUNTY OF HAYS §

The foregoing instrument was acknowledged before me on the _____ day of _____, 2022, by _____, _____ of Hays County, Texas, a Texas _____, on behalf of said _____.

_____
Notary Public, State of Texas
My Commission Expires:_____

AFTER RECORDING, RETURN TO:
Hays County, Texas
Attention: Alexander Thompson
712 S. Stagecoach Trail, Suite 1045
San Marcos, Texas 78666

EXHIBIT A-1

LCSM WEST EASEMENT PROPERTY[1]

[11] Note: metes and bounds legal description is in process following the alignment shown on Exhibit B and will be attached prior to execution and recording.

EXHIBIT A-2

LAZY OAKS EASEMENT PROPERTY[2]

[22] Note: metes and bounds legal description is in process following the alignment shown on Exhibit B and will be attached prior to execution and recording.

EXHIBIT B

TRAIL ALIGNMENT

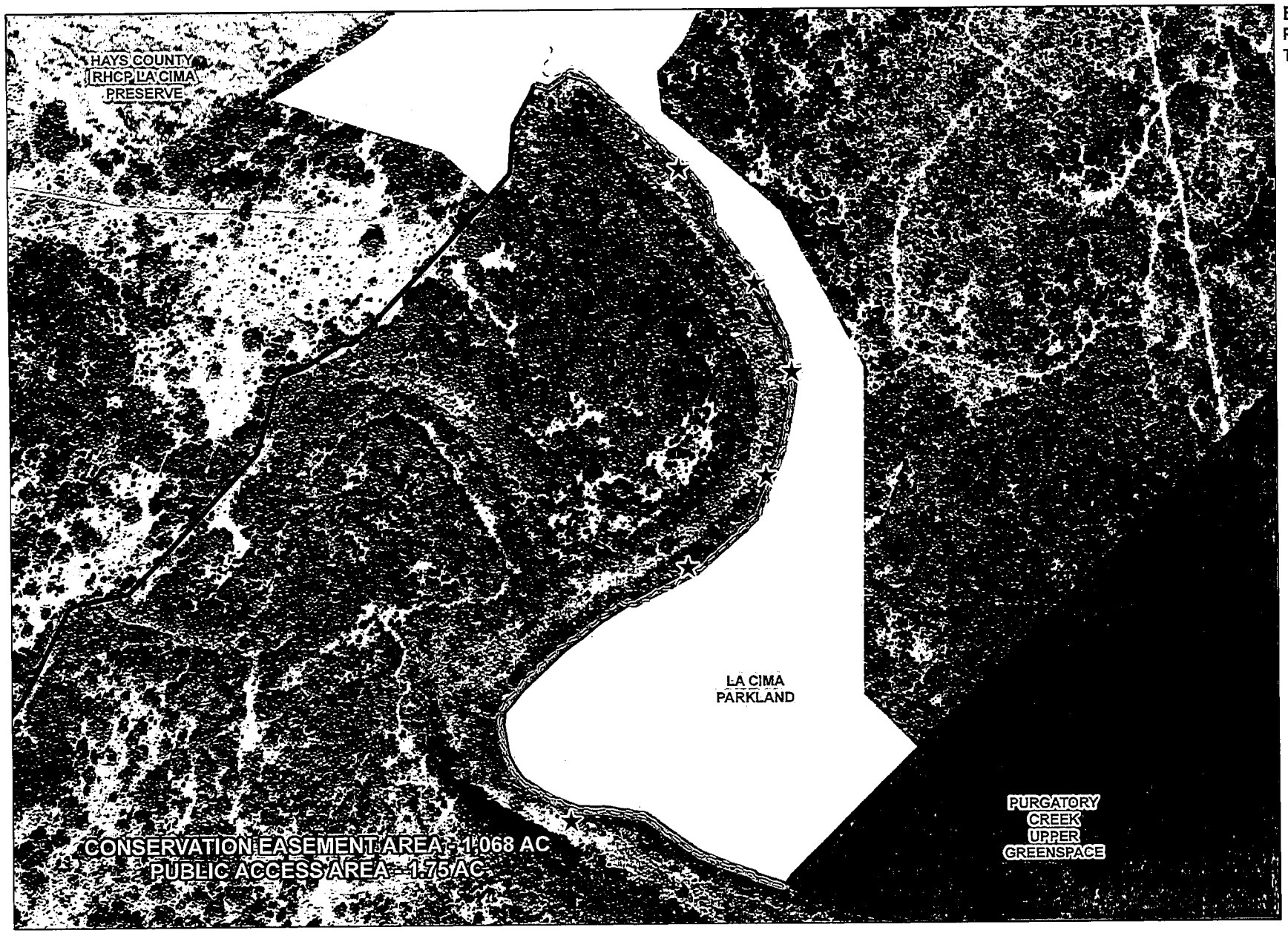


EXHIBIT B
PUBLIC ACCESS TRAIL ALIGNMENT

0 200 400
FEET

CONSERVATION EASEMENT AREA - 1,068 AC

VISTAS & OVERLOOKS ALONG PROPOSED TRAIL

PROPOSED PUBLIC ACCESS TRAIL CENTERLINE CONSERVATION EASEMENT TRACT: 0.49 MILES

PROPOSED PUBLIC ACCESS TRAIL CENTERLINE - LA CIMA TRACT: 0.70 MILES

PROPOSED PUBLIC ACCESS AREA ON CONSERVATION EASEMENT - APPROX. 1.75 ACRES

PROPOSED PUBLIC ACCESS AREA ON PROPOSED LA CIMA PARKLAND - APPROX. 2.35 ACRES

PROPOSED PUBLIC ACCESS AREA ON LA CIMA EAST - APPROX. 9.20 ACRES

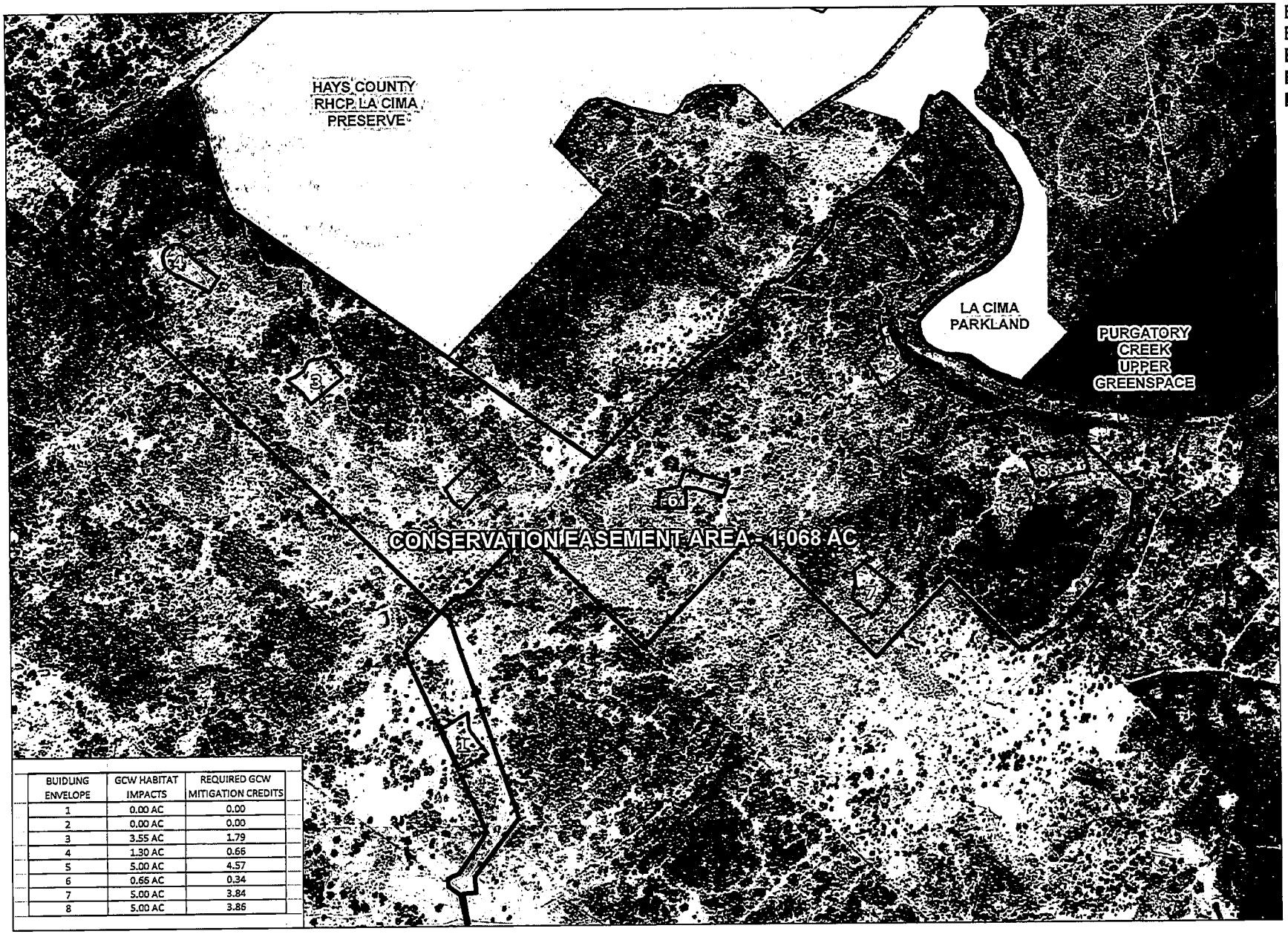
HAYS COUNTY RHCP LA CIMA PRESERVE - 700 AC

LA CIMA PARKLAND - 91.5 AC

PUBLIC PARKLAND

EXHIBIT D
MAP OF ELIGIBLE BUILDING ENVELOPE LOCATIONS

EXHIBIT D
ELIGIBLE BUILDING ENVELOPE LOCATIONS



0 562.5 1,125
FEET

CONSERVATION EASEMENT AREA - 1,068 AC

ELIGIBLE BUILDING ENVELOPE LOCATIONS

HAYS COUNTY RHCP LA CIMA PRESERVE - 700 AC

LA CIMA PARKLAND - 91.5 AC

PUBLIC PARKLAND

BUIDLING ENVELOPE	GCW HABITAT IMPACTS	REQUIRED GCW MITIGATION CREDITS
1	0.00 AC	0.00
2	0.00 AC	0.00
3	3.55 AC	1.79
4	1.30 AC	0.66
5	5.00 AC	4.57
6	0.66 AC	0.34
7	5.00 AC	3.84
8	5.00 AC	3.86

THE STATE OF TEXAS
COUNTY OF HAYS

I hereby certify that this instrument was FILED on the date and the time stamped hereon by me and was duly RECORDED in the Records of Hays County, Texas.

22045593 EASEMENT
09/26/2022 03:59:24 PM Total Fees: $206.00

Elaine H. Cárdenas, MBA, PhD,County Clerk
Hays County, Texas

INTERLOCAL AGREEMENT BETWEEN THE CITY OF SAN MARCOS, TEXAS AND HAYS COUNTY, TEXAS FOR FUNDING THE PURCHASE OF PUBLIC MUNICIPAL PARKLAND

This Agreement is made and entered into on August 2, 2022 (the "Effective Date") by Hays County, a political subdivision of the State of Texas ("County") and the City of San Marcos, a Texas home rule municipality ("City") under the authority of Chapter 791, of the Texas Government Code.

For and in consideration of the mutual agreements herein exchanged, County and City hereby contract as follows:

I. Purpose and Legal Authority.

1.1 At an election held on November 3, 2020, the voters of Hays County, Texas approved the issuance of general obligation bonds in the amount of $75,000,000.00 (the "Bond Funds"), for parks, trails, recreation, and related projects.

1.2 The City has requested an award of Bond Funds for the proposed purchase of a 176.5 acre tract of land and improvements located in Hays County and east of the City at 2701 State Highway 21, formerly known as the Quail Creek Country Club, as more particularly described in Exhibit A, attached hereto and made a part hereof (the "Property") for park and/or conservation purposes.

1.3 The County has determined that the proposed purchase of the Property by the City qualifies for an award of Bond Funds, subject to the City's allocation of matching funds. The purpose of this Agreement is to provide the terms under which the County will provide funding to the City for the City's purchase of the Property for park and/or conservation purposes.

1.4 City and County, as units of local government, are authorized by §791.011 of the Texas Government Code to contract with each other to perform certain governmental functions

and services. As defined in §791.003 of the Texas Government Code, such governmental functions and services include parks and recreation.

1.5 All of expenditures of the County and the City under this Agreement shall be paid only from lawfully available current revenues.

1.6 This Agreement has been approved by the Hays County Commissioner's Court and the San Marcos City Council as required by §791.011 of the Texas Government Code.

II. Term of Agreement.

This Agreement is made for a term beginning on August 2, 2022 and shall remain in effect until the Property has been purchased by the City under the terms of its real estate purchase agreement with the seller of the Property, such agreement is terminated before the purchase of the Property closes, or until terminated by either Party under the terms of this Agreement.

III. City's Duties

In consideration of County's obligations under this Agreement, City shall:

a. Concurrent with or within 15 days after the effective date of this Agreement, enter into an agreement with the seller of the Property for the City to Purchase the Property.

b. Contribute at least $1,900,000.00 USD to be applied toward the purchase price for the Property, which shall represent funds that match the County's contribution of funds under this Agreement ("Current Matching Funds"). The Current Matching Funds shall be of a sufficient amount to pay for closing and other costs that are in addition to the purchase price of the Property which shall be the sole responsibility of the City. In addition to the Current Matching Funds, the City's estimated investment in capital improvements on the Property, as well as estimated operations expenses on the Property shall be counted to calculate Total Matching Funds for the project.

c. At least three days before the closing date for the purchase of the Property, provide the County with the name and contact information for the title company and closing agent processing the closing of the purchase of the Property and a copy of the final draft of the HUD-1 settlement statement to enable the County to issue a check or wire transfer funds drawn from Bond Funds in the amount of $6,600,000.00 to the title company to be applied toward the purchase price of the Property.

d. Together with the HUD-1 settlement statement, provide a draft copy of the proposed deed conveying title to the Property to the City that includes a restriction running with the land providing that the Property shall be dedicated and used by the City as public parkland with the right of access by the public in accordance with the City's adopted park rules and regulations. Closing of the purchase of the Property shall not occur until the County's general counsel has approved the form of deed in writing to the City and the title company.

e. Within five days after closing on the purchase of the Property, deliver to the County copies of the recorded deed conveying the Property to the City, together with all closing documents, including the HUD-1 settlement statement.

IV. County's Rights and Duties.

In consideration of the City restricting the Property for use as parkland and contributing the Matching Funds, the County shall:

a. Within three days after receipt of the draft form of deed for the purchase of the Property, provide the written approval of the proposed form of deed to the City and the title company, or provide any proposed modifications to the City for the City's concurrence.

b. Subject to the County's receipt of the information from the City described in Section 3(c), on or before the closing date, issue a check or wire transfer funds in the amount of $6,600,000.00 drawn from the Bond Funds to the Title Company to be applied by the title company toward the purchase of the Property. It is understood that the title company will be acting as an escrow agent in holding such funds and that the City shall direct the title company to promptly refund such escrow funds to the County if the purchase of the Property does not close.

c. Upon three days' written notice to City, have a right to inspect all receipts, invoices, proofs of purchase, and records of expenditures related to the purchase of the Property.

V. Conditions Precedent.

This Agreement shall become effective and binding on the City and the County upon approval by the Hays County Commissioners Court and the San Marcos City Council.

VI. Amendments.

This Agreement can be amended only by written approval of the Hays County Commissioners Court and the San Marcos City Council.

VII. Representations.

City and County each make the following representations to each other as inducements to enter into this Agreement:

a. That it has the legal authority to enter into this Agreement for the purposes stated herein and to perform the obligations it has undertaken hereunder;

b. That the meetings at which this Agreement and any amendments were approved were held in accordance with the Texas Open Meetings Act, Chapter 551, Texas

Government Code;

c. That it has been represented by legal counsel and has had legal counsel available to it for consultation prior to entering into this Agreement;

d. That the officer who signed this Agreement has the legal authority to sign documents on its behalf;

e. That before this Agreement was approved, its governing body had already identified, and its staff had already segregated sufficient lawfully available current funds for performance of all of its obligations under this Agreement even if such performance extends beyond the fiscal year in which this Agreement was approved and executed.

VIII. Severability.

If any clause, sentence, paragraph or article of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, such determination shall not be deemed to impair, invalidate, or nullify the remainder of this Agreement if the Agreement can be given effect without the invalid portion. To this extent, the provisions of this Agreement are declared to be severable.

IX. Entire Agreement.

This Agreement contains the entire agreement between the parties respecting the subject matter hereof and supersedes all prior understandings and agreements between the parties regarding such matters. This Agreement may not be modified or amended except by written agreement duly executed by City and County and approved in the manner provided in Section VII above.

X. Interpretation

The parties acknowledge and confirm that this Agreement has been entered into pursuant

to the authority granted under the Interlocal Cooperation Act, which is codified as Chapter 791 of the Texas Government Code. All terms and provisions hereof are to be construed and interpreted consistently with that Act. This Agreement shall not be more strictly construed against either City or County.

XI. Applicable Law and Venue

This Agreement shall be construed in accordance with the laws of the State of Texas. All obligations hereunder are performable in Hays County, Texas, and venue for any action arising hereunder shall be in Hays County, Texas.

XIII. Attribution for Funding

The City agrees that any entrance signage, building signage, or advertising associated with the purchase of the Property shall include reference to Hays County as a contributor to the purchase of the Property. This section shall not pertain to directional signage or other signage posted regarding park rules and regulations or safety. The County hereby gives permission to the City to utilize the Hays County Seal as a means of fulfilling its obligations under this Section. On or about the Effective Date of this Agreement, the County shall provide the City with electronic files of its Seal for fulfillment of this Section.

[SIGNATURES ON FOLLOWING PAGE]

EXECUTED to be effective as of the Effective Date of this Agreement first stated above.

CITY:

By: Stephanie Reyes

Name: Interim City Manager

Title: Stephanie Reyes

Date: 8/16/2022

COUNTY:

By: _____

Ruben Becerra, County Judge

Date: 8-23-2022

ATTEST:

By: Elaine H. Cárdenas

Elaine H. Cárdenas, MBA, PhD
County Clerk

THE STATE OF TEXAS §
§
COUNTY OF HAYS §

THIS INSTRUMENT was acknowledged before me on this 23rd day of August, 2022, by Ruben Becerra, County Judge of Hays County, Texas, on behalf of said County.

JANICE L. JONES
Notary Public, State of Texas
Comm. Expires 01-13-2023
Notary ID 128490890

Janice L. Jones
Notary Public, State of Texas

EXHIBIT A
[Property Description]

EAGLE
LAND
SURVEYING
P.O Box 2284 Wimberley, Texas 78676 (512) 847-1079 Fax: (512) 847-8522

August 31, 2021

FIELD NOTES DESCRIBING 176.5 ACRES OF LAND, MORE OR LESS, OUT OF THE J.M. VERAMENDI SURVEY, No. 2, (133.3 ACRES), AND THE THOS. G. McGEHEE SURVEY (43.2 ACRES), BOTH IN HAYS COUNTY, TEXAS, BEING THAT SAME TRACT OF LAND CALLED 204.44 ACRES, LESS AND EXCEPT THOSE TRACTS OF LAND CALLED, 28.82 ACRES, 15,500 SQUARE FEET, 0.21 ACRES AND 0.044 ACRES, ALL AS DESCRIBED AND RECORDED IN VOLUME 2839, PAGE 356, HAYS COUNTY OFFICIAL PUBLIC RECORDS, SAID 176.5 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS;

BEGINNING, at a ½" iron pin found at the South corner of Lot 1, QUAIL HOLLOW, a subdivision in Hays County, according to the map or plat thereof recorded in Volume 1, Page 369, Hays County Plat Records, being on the Northwest right-of-way line of Highway 21, said point being the East corner of the herein described 176.5 acres, and the POINT OF BEGINNING for this description;

THENCE, S 52°00'12" W, with the Northwest right-of-way line of Highway 21, a distance of 1,774.29 feet to a ½" iron pin set, with a red plastic cap, marked "EAGLE SURVEYING", being on the North line of a 100 foot wide railroad right-of-way, marking the South corner of the herein described 176.5 acres;

THENCE, N 75°02'38" W, with the North line of the railroad right-of-way, a distance of 3,416.00 feet to a point in the approximate centerline of the Blanco River, for the Southwest corner of the herein described 176.5 acres;

THENCE, with the approximate centerline of the Blanco River, the following three (3) courses,

1.) N 01°02'22" E, a distance of 505.00 feet to an angle point;
2.) N 41°37'22" E, a distance of 428.00 feet to an angle point;
3.) N 73°42'22" E, a distance of 422.24 feet to an angle point, being on the West line of the aforementioned 0.044 acre tract;

THENCE, S 16°49'28" E, with the West line of the 0.044 acres, a distance 6.62 feet to a point for the Southwest corner of the 0.044 acres, being an angle point in the Northwest line of the herein described 176.5 acres;

THENCE, N 55°29'08" E, with the South line of the 0.044 acres, a distance 66.44 feet to a point for the Southeast corner of the 0.044 acres, being a point on the West line of the aforementioned 0.21 acre tract, being an angle point in the Northwest line of the herein described 176.5 acres;

THENCE, S 16°47'54" E, with the West line of the 0.21 acres, a distance 35.45 feet to a point for the Southwest corner of the 0.21 acres, being an angle point in the Northwest line of the herein described 176.5 acres;

THENCE, N 78°32'12" E, with the South line of the 0.21 acres, a distance 118.49 feet to a point for the Southeast corner of the 0.21 acres, being the most Westerly corner of Lot 1, RIVER RUN, a subdivision in Hays County, according to the map or plat thereof recorded in Volume 1, Page 361, Hays County Plat Records, being an angle point in the Northwest line of the herein described 176.5 acres, from which point a 1-1/2" iron pipe found at the Southeast corner of Lot 6 of S.A. MAJORS SUBDIVISION No. 1, a subdivision in Hays County, according to the map or plat thereof recorded in Volume 141, Page 609, Hays County Deed Records, bears N 51°41'32" E a distance of 111.23 feet;

EAGLE
LAND
SURVEYING
P.O Box 2284 Wimberley, Texas 78676 (512) 847-1079 Fax: (512) 847-8522

THENCE, S 46°44'42" E, with the Southwest line of the aforementioned Lot 1, a distance of 168.28 feet to a point for the most Southerly corner of Lot 1, being an angle point in the Northwest line of the herein described 176.5 acres;

THENCE, with the Southeast lines of Lots 1-15, inclusive, of RIVER RUN, being the approximate centerline of the Blanco River, the following seven (7) courses,

4.) N 66°33'54" E, a distance of 68.09 feet to an angle point;
5.) N 62°21'54" E, a distance of 241.04 feet to an angle point;
6.) N 56°42'54" E, a distance of 585.50 feet to an angle point;
7.) N 59°55'54" E, a distance of 238.14 feet to an angle point;
8.) N 44°17'54" E, a distance of 296.65 feet to an angle point;
9.) N 17°22'54" E, a distance of 456.82 feet to an angle point;
10.) N 07°05'54" E, a distance of 425.60 feet to a point on the Southwest line of that tract of land called 233.00 acres, as recorded in Volume 5380, Page 103, Hays County Official Public Records, said point being the North corner of the herein described 176.5 acres;

THENCE, S 45°25'07" E, a distance of 2,198.70 feet to a 8" wood post found with a nail, being the West corner of Lot 13 of the aforementioned QUAIL HOLLOW, being an angle point in the Northeast line of the herein described 176.5 acres, passing at 101.70 feet along this course, a 41" diameter Pecan tree found on line and as called for in the original 204.44 acre description;

THENCE, S 45°37'56" E, with the Southwest lines of Lots 1-13, inclusive, of QUAIL HOLLOW, a distance of 1,062.80 feet to the POINT OF BEGINNING, containing 176.5 acres of land, more or less. These field notes accompany a survey, job number 21-046, dated August 31, 2021, by Eagle Land Surveying.

STATE OF TEXAS
REGISTERED
CLYDE BARROSO
5404
LAND SURVEYOR

Clyde Barroso, R.P.L.S. #5404, State of Texas, Firm #10079300

IMPROVEMENT SURVEY

Reference pipe line easements as recorded in Volume 162, Page 389, Volume 114, Page 388, and Volume 123, Page 186, Hays County Deed Records. These easement documents do not contain any information about the actual location, amount, direction or width of the pipe lines. The pipe lines, as shown hereon, are depicted according to information from the Texas General Land Office (GLO) website maps and the pipe line markers as found upon the ground.

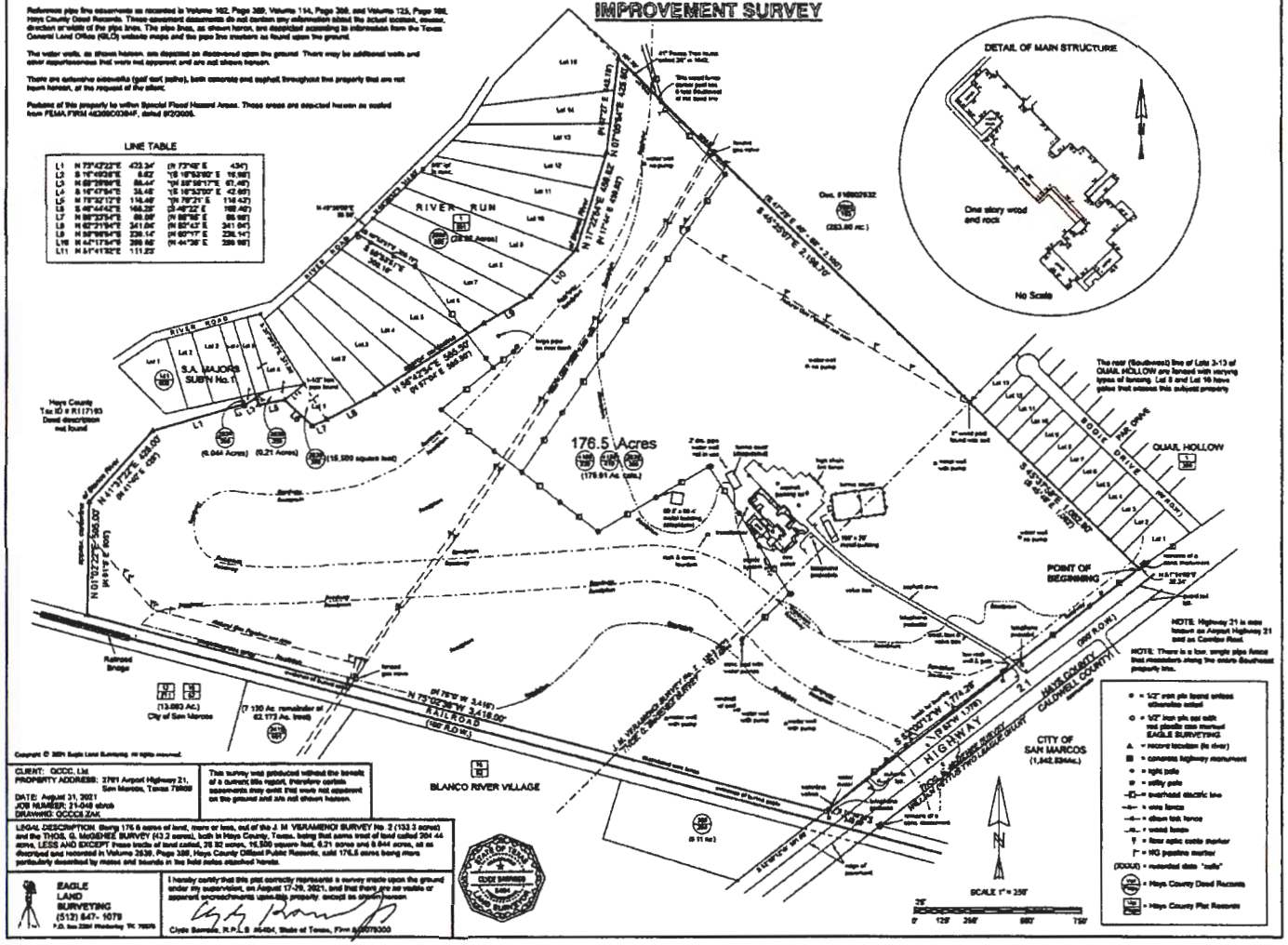
The water wells, as shown hereon, are depicted as discovered upon the ground. There may be additional wells and other appurtenances that were not apparent and are not shown hereon.

There are automatic sidewalks (golf cart paths), both concrete and asphalt, throughout this property that are not shown hereon, at the request of the client.

Portions of this property lie within Special Flood Hazard Areas. These areas are depicted hereon as scaled from FEMA FIRM 48209C0335F, dated 9/2/2005.

LINE TABLE

L1	N 73°47'22"E	423.34'	(N 73°48' E	434')
L2	S 16°49'26"E	8.62'	(S 16°53'00" E	16.00')
L3	N 68°29'59"E	86.44'	(N 68°58'17"E	61.40')
L4	S 16°47'54"E	36.48'	(S 16°53'00" E	42.00')
L5	N 75°32'12"E	116.48'	(N 75°21' E	114.43')
L6	S 46°44'42"E	168.28'	(S 46°22' E	168.40')
L7	N 88°23'54"E	88.08'	(N 88°56' E	88.00')
L8	N 62°21'54"E	341.06'	(N 62°43' E	341.00')
L9	N 58°56'54"E	236.14'	(N 60°17' E	236.14')
L10	N 64°17'54"E	288.46'	(N 64°38' E	288.00')
L11	N 54°41'32"E	111.23'		



The rear (Southeast) line of Lots 3-13 of QUAIL HOLLOW are fenced with varying types of fencing. Lot 2 and Lot 14 have gates that access this subject property.

NOTE: Highway 21 is now known as August Highway 21 and as Cambar Road.

NOTE: There is a low, single pipe fence that meanders along the entire Southeast property line.

- = 1/2" iron pin found unless otherwise noted
- = 1/2" iron pin set with red plastic cap marked EAGLE SURVEYING
- = record location (in chain)
- = concrete highway monument
- = light pole
- = utility pole
- = overhead electric line
- = wire fence
- = chain link fence
- = wood fence
- = fiber optic cable marker
- = NG gasline marker
- (XXXX) = recorded data "calls"
- = Hays County Deed Records
- = Hays County Plat Records

Copyright © 2021 Eagle Land Surveying. All rights reserved.

CLIENT: GCCC, Ltd.
PROPERTY ADDRESS: 3701 Airport Highway 21, San Marcos, Texas 78666
DATE: August 31, 2021
JOB NUMBER: 21-048 stmb
DRAWING: GCCC2.ZAK

This survey was produced without the benefit of a current title report, therefore certain easements may exist that were not apparent on the ground and are not shown hereon.

LEGAL DESCRIPTION: Being 176.5 acres of land, more or less, out of the J. M. VERAMENDI SURVEY No. 2 (133.3 acres) and the THOS. G. McGEHEE SURVEY (43.2 acres), both in Hays County, Texas, being that same tract of land called 294.44 acre, LESS AND EXCEPT these tracts of land called, 26.52 acres, 15,500 square feet, 6.21 acres and 0.044 acres, as as described and recorded in Volume 2839, Page 389, Hays County Official Public Records, said 176.5 acres being more particularly described by metes and bounds in the field notes attached hereto.

EAGLE LAND SURVEYING
(512) 847- 1079
P.O. Box 2361 Wimberley TX 78676

I hereby certify that this plat correctly represents a survey made upon the ground under my supervision, on August 17-19, 2021, and that there are no visible or apparent encroachments upon this property, except as shown hereon.

Clyde Barnett, R.P.L.S. #5484, State of Texas, Firm #10079300

STATE OF TEXAS
CLYDE BARNETT
5484
REGISTERED
PROFESSIONAL
SURVEYOR

LOCATION MAP

22050585 AGREEMENT Total Pages: 10
Filed and Recorded: 10/31/2022 07:35:56 AM

ACCESS EASEMENT AGREEMENT

Corridor Title Co. GF# 22-1923-C

THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF HAYS

This Access Easement Agreement (this **"Easement Agreement")** is made and entered into as of October 28, 2022 by Hays County, a political subdivision of the State of Texas, **("Grantor"),** in favor of ByrdNest Ventures, LLC, a Texas limited liability company **("Grantee"),** in light of the following recitals:

RECITALS:

A. Grantor is the owner/possessor of that certain real property described on the attached Exhibit "A" located in Hays County, Texas (the "**Property**").

B. Grantor desires to grant a non-exclusive thirty foot (30') wide access easement over and across the Property along the western Property line (the **"Access Easement Area")** as depicted on Exhibit "B" attached hereto to Grantee and Grantee's successors, assigns, agents, contractors, employees, invitees, and licensees (individually, a "**Grantee Party**", and collectively, "**Grantee's Parties**"), pursuant to and subject to the terms of this Access Easement.

Now, therefore, in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. Grantor hereby grants and conveys to Grantee, its successors and assigns, a non-exclusive, appurtenant access easement (the **"Access Easement")** over, upon, and across all or any part of the Access Easement Area for pedestrian and vehicular ingress and egress over and upon the Access Easement Area for owner(s) of parcels accessible via the Access Easement, as well as their guests and invitees.

2. TO THE EXTENT PERMITTED BY LAW, GRANTEE INDEMNIFIES AND HOLDS HARMLESS GRANTOR AND ITS SUCCESSORS AND ASSIGNS FROM AND AGAINST ALL INJURY, LOSS, CLAIMS OR DAMAGE, INCLUDING ATTORNEYS' FEES, AND DISBURSEMENTS TO ANY PERSON OR ENTITY ARISING FROM, RELATED TO, OR IN CONNECTION WITH, A GRANTEE'S USE OF THE ACCESS EASEMENT AREA, EXCEPT INJURY, LOSS, CLAIMS OR DAMAGE CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF GRANTOR.

3. Grantee must obtain the approval of Grantor to modify or improve the Access Easement Area or place fixtures or items of personal property upon the Access Easement Area. If modifications or improvements are permitted, then during such activities, all safety hazards created by Grantee shall be appropriately marked by Grantee and communicated to the Grantor.

4. Grantor represents to Grantee and its successors and assigns that: (i) Grantor has the good and lawful right and power to convey the Access Easement; and (ii) the Access Easement is free and clear of all monetary liens.

5. Subject to the provisions of paragraph 3, the warranties, covenants, terms, and easement rights created by this Access Easement shall be covenants running with the Access Easement Area for the benefit of Grantee. Subject to the provisions of paragraph 3, the terms and conditions contained herein shall be binding upon Grantor and Grantee and their respective successors and assigns and shall inure to the benefit of the Grantee and Grantor and their respective successors and assigns.

6. Grantee shall promptly, at its sole cost and expense, repair any damage to Grantor's property caused by the acts or omissions of Grantee in exercising its rights under this easement. Grantee shall keep Grantor's property free and clear of all liens and affidavits claiming liens by all persons or entities acting on behalf of Grantee under this Easement Agreement

7. This Temporary Access Easement may only be amended by a written document, signed by Grantee and all of the then current owners of the Easement Area and all of their respective mortgagees.

8. In case any one or more of the provisions contained in this Easement Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, this invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Easement Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained herein.

EXECUTED by Grantor and Grantee to be effective as of the date first written above.

GRANTOR:

HAYS COUNTY, TEXAS

By: _____

Name: Mark D. Kennedy

Title: General Counsel, Hays County

ACKNOWLEDGMENT

STATE OF TEXAS)
)
COUNTY OF Hays)

BEFORE ME, the undersigned authority, on this day personally appeared Mark Kennedy, General Counsel of Hays County, a political subdivision of the State of Texas and that he/she had executed the same for the purpose and consideration stated therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, on this 28 day of October, 2022

Cynthia A. Carroll
NOTARY PUBLIC--STATE OF TEXAS

CYNTHIA A. CARROLL
My Notary ID # 5863336
Expires June 27, 2026

GRANTEE:

ByrdNest Ventures, LLC

By: _____
Name: KEVIN BYRD
Title: MEMBER

ACKNOWLEDGMENT

STATE OF TEXAS)
)
COUNTY OF HAYS)

BEFORE ME, the undersigned authority, on this day personally appeared Kevin Byrd, Member of Byrdnest Ventures, LLC and that ~~she~~ he had executed the same for the purpose and consideration stated therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, on this 28 day of October, 2022.

Cynthia A. Carroll
NOTARY PUBLIC--STATE OF TEXAS

CYNTHIA A. CARROLL
My Notary ID # 5863336
Expires June 27, 2026

EXHIBIT "A"
Property Description

FIELD NOTE DESCRIPTION FOR A 3.69 ACRE TRACT OF LAND, SITUATED IN HAYS COUNTY, TEXAS:

BEING 3.69 ACRES OF LAND OUT OF THE REMAINING 384.98 ACRES OF A CERTAIN 844.44 ACRES OF LAND OUT OF THE ELIJAH CLARK SURVEY, ABSTRACT NO 84 IN HAYS COUNTY, TEXAS, CONSISTING OF ABANDONED HAYS COUNTY RIGHT OF WAY, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" iron rod found, lying in the southwest right-of-way line of Hilliard road, a public road, marking an angle corner of a 10.02 acre tract of land conveyed by General Warranty Deed to Roland Bruno Merz, Jr. and Anita Faye Merz, recorded in Document No. 22043542 of the Official Public Records of Hays County, Texas, for the POINT OF BEGINNING of this tract;

THENCE, along the northeast line of this tract, common with the southwest right-of-way line of said Hilliard Road, the following two (2) courses and distances:

1) South 31°34'26" East, a distance of 261.33 feet, to a 1/2" iron rod set, marking an angle corner of the southwest right-of-way line of said Hilliard Road, at the point-of-curvature of a curve to the left, for an angle corner of this tract, and;

2) along said curve to the left, an arc of 762.10 feet, said curve having a radius of 2,011.83 feet, a chord which bears South 43°26'03" East, for a distance of 757.55 feet, to a 1/2" iron rod set, at a point of said curve to the left, lying in the northeast line of a tract of land, known as Lot 20 of the Hunters Glen Subdivision, recorded in Volume 1, Page 61 of the Official Public Records of Hays County, Texas, conveyed by General Warranty Deed to Shelby Ryall, recorded in Document No. 20055711 of the Official Public Records of Hays County, Texas, marking an angle corner of said Lot 20 of the Hunters Glen Subdivision, for the southeast corner of this tract;

THENCE, North 69°32'34" West along the southwest line of this tract, common with the northeast line of said Lot 20 of the Hunters Glen Subdivision, a distance of 79.86 feet, to a calculated point, marking an angle corner of said Lot 20 of the Hunters Glen Subdivision, for an angle corner of this tract;

THENCE, North 78°20'34" West along the southwest line of this tract, common with the northeast line of said Lot 20 of the Hunters Glen Subdivision, a distance of 214.00 feet, to a 1/2" iron pipe, marking the north corner of said Lot 20 of the Hunters Glen Subdivision, for an angle corner of this tract;

THENCE, South 44°18'55" West along the southeast line of this tract, common with the northwest line of said Lot 20 of the Hunters Glen Subdivision, a distance of 22.93 feet, to an old fence post, marking an angle corner of said Lot 20 of the Hunters Glen Subdivision, common with the southeasterly corner of a 647.28 acre tract of land conveyed by Special Warranty Deed to Byrdnest Ventures, LLC, recorded in Document No. 21052047 of the Official Records of Hays County, Texas, for the south corner of this tract;

THENCE, along the southwest line of this tract, common with the northeast line of said Byrdnest Ventures, LLC, tract and said Merz, Jr. tract, the following three (3) courses and distances:

1) North 53°51'24" West, a distance of 72.05 feet, to a 1/2" iron rod found, marking an angle corner of the said Merz, Jr. tract, for an angle corner of this tract;

2) North 52°59'48" West, a distance of 375.10 feet, to a 1/2" iron rod set, marking an angle corner of the said Merz, Jr. tract, for an angle corner of this tract, and;

3) North 52°59'48" West, a distance of 138.45 feet, to a magnail with a washer, marking an angle corner of the said Merz, Jr. tract, for the west corner of this tract;

THENCE, along the west line of this tract, common with the east line of said Merz, Jr. tract, the following three (3) courses and distances:

1) North 17°50'27" East, a distance of 98.56 feet, to a calculated point, marking an angle corner of the said Merz, Jr. tract, for an angle corner of this tract;

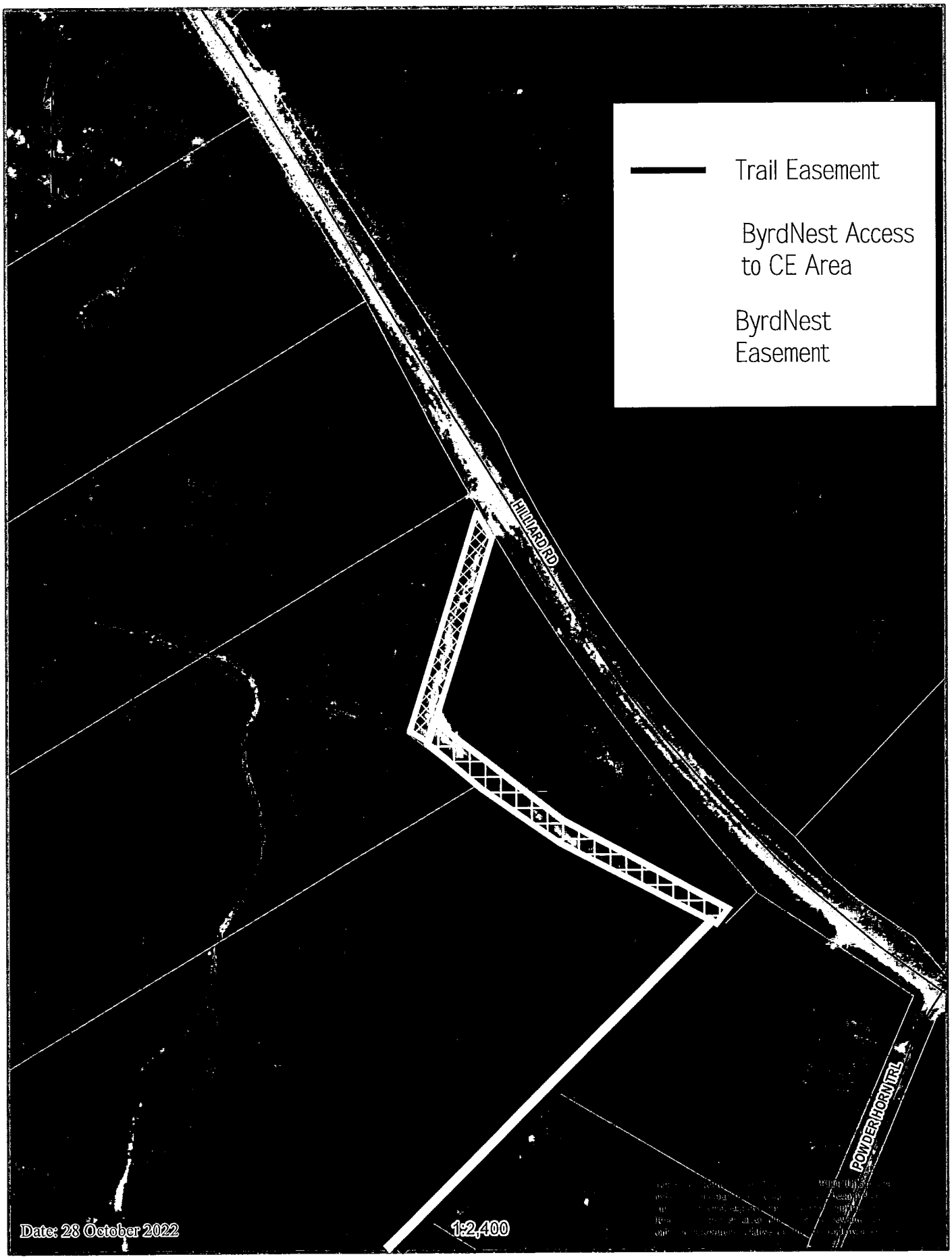
2) North 16°03'12" East, a distance of 106.28 feet, to a calculated point, marking an angle corner of the said Merz, Jr. tract, for an angle corner of this tract, and;

3) North 16°48'25" East, a distance of 178.06 feet, to the POINT OF BEGINNING containing 3.69 acres of land, more or less.

STATE OF TEXAS
REGISTERED
GEORGE E. LUCAS
4160
PROFESSIONAL
LAND SURVEYOR

George E. Lucas
Registered Professional Land Surveyor No. 4160
Celco Surveying, Firm Registration No. 10193975
18018 Overlook Loop, Suite 105
San Antonio, Texas 78259
Date: October 27, 2022

EXHIBIT "B"
Access Easement Area


Trail Easement
ByrdNest Access to CE Area
ByrdNest Easement
HILLIARD RD
POWDERHORN TRL
Date: 28 October 2022
1:2,400

THE STATE OF TEXAS
COUNTY OF HAYS

I hereby certify that this instrument was FILED on the date and the time stamped hereon by me and was duly RECORDED in the Records of Hays County, Texas.

22050585 AGREEMENT
10/31/2022 07:35:56 AM Total Fees: $58.00

Elaine H. Cárdenas, MBA, PhD,County Clerk
Hays County, Texas

22050785 EASEMENT Total Pages: 16
Filed and Recorded: 10/31/2022 03:13:19 PM

Corridor Title Co. GF# 22-1923-C

PUBLIC ACCESS EASEMENT

THIS PUBLIC ACCESS EASEMENT, dated this the 28 day of October, 2022, is hereby made by Byrd Nest Ventures, LLC ("Grantor"), in favor of Hays County, a political subdivision of the State of Texas ("Grantee").

WITNESSETH:

WHEREAS, Grantor is the owner of approximately, 678 acres of land within Hays County, Texas, further described in **Exhibit PA-A**, which is attached hereto and incorporated herein for all purposes ("the Property");

WHEREAS, Grantee wishes to acquire, for the benefit of the citizens of Hays County and the general public, two public access hike and bike trail easements, the alignment of which is further depicted in **Exhibit PA-B**, which is attached hereto and incorporated herein for all purposes ("the Trail Easements");

WHEREAS, Grantor wishes to convey the Trail Easements to Grantee in consideration of and as part of Grantee's acquisition of a Conservation Easement over a portion of the Property;

NOW THEREFORE, in consideration of the foregoing, and intending to be mutually bound hereby, the Parties agree as follows:

1. **Easement.** Grantor hereby grants and conveys to Grantee a permanent public access hike and bike trail easement extending from the southeastern corner of the Property and running along the entire southeasterly border of the Property and the entire southwesterly border of the Property. The area in which the easement may be located extends one hundred feet (100') from the property line along each border described above ("Usable Easement Area"). However, the area utilized for the trail may not be wider than thirty feet (30') and the trail, as constructed, may not be wider than six feet (6'). Once constructed, the Trail Easements area shall extend fifteen feet (15') in either direction from the center of the trail ("Actual Easement Area"). The Parties agree that the alignment of the Actual Easement Area is depicted in Exhibit PA-B.

2. **Use.** The Trail Easements area shall be used exclusively for the installation, operation and maintenance of a public access hike and bike trail. No motorized vehicles shall be allowed upon the Trail Easements, other than those utilized by Grantee for maintenance of the Trail Easements or for emergency access. As the fee owner of the Property, Grantor may continue to use the Easement area, including access to the Trail Easements with motorized vehicles, as long as Grantor's access to the Trail Easements does not interfere with the rights of Grantee (or the general public) described herein.

3. **Public Trail.** Grantor acknowledges that the Trail Easements shall be used by the general public, at times and subject to rules and limitations provided by Grantee. Grantor and

Grantee shall confer on a periodic basis (at least once annually) to address needs associated with public access to the Trail Easements.

4. **Construction.** While the Trail Easements are being granted for uses compatible and consistent with that of a public hike and bike trail, the Parties recognize that activities in support that objective, such as construction and maintenance, shall be necessary from time to time. At Grantee's expense, Grantee shall install and maintain trail surfaces, fills, grades, culverts, gates and other trail-related improvements, the initial construction timeline which shall be determined by Grantee. Grantee shall be responsible for controlling the use of the trail, as well as ensuring that best safety practices are followed by Grantee's agents and promoted to users of the Trail Easements.

5. **Fencing.** Grantor agrees to construct fencing along the border of the Property and Trail Easements. The cost of fencing shall be borne by Grantor. Under no circumstance shall Grantee be responsible for construction or maintenance of fencing on the Property, unless the Parties determine that damage to fencing has been caused by users of the Trail Easements. Grantor may align fencing along the border of the Usable Easement Area or, in the alternative, may wait until Grantee establishes the Trail Easements alignment, after which Grantor may align fencing along the Actual Easement Area.

6. **Maintenance and Repairs.** Grantee shall be responsible for maintenance and repair of the Trail Easements improvements.

7. **MUTUAL INDEMNITY.** GRANTEE AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD HARMLESS GRANTOR, ITS OFFICERS, DIRECTORS AND EMPLOYEES AGAINST ALL DAMAGES, LIABILITIES OR COSTS, INCLUDING REASONABLE ATTORNEYS' FEES AND DEFENSE COSTS, TO THE EXTENT CAUSED BY GRANTEE'S NEGLIGENT INSTALLATION OR OPERATION OF THE TRAIL EASEMENTS.

   GRANTOR AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD HARMLESS GRANTEE, ITS OFFICERS, DIRECTORS, EMPLOYEES AND SUBCONTRACTORS AGAINST ALL DAMAGES, LIABILITIES OR COSTS, INCLUDING REASONABLE ATTORNEYS' FEES AND DEFENSE COSTS, TO THE EXTENT CAUSED BY GRANTOR'S NEGLIGENT ACTS IN CONNECTION WITH THIS PUBLIC ACCESS EASEMENT.

   NEITHER GRANTOR NOR GRANTEE SHALL BE OBLIGATED TO INDEMNIFY THE OTHER PARTY IN ANY MANNER WHATSOEVER FOR THE OTHER PARTY'S NEGLIGENCE.

8. **Successors.** This Public Access Easement shall be binding upon the Parties hereto, their respective heirs, successors and assigns. In the event Grantor or Grantee sells or otherwise transfers their interests in the subject Property, such transfer shall be subject to this Public Access Easement and such transferee shall become bound to all terms and obligations accruing subsequent to such transfer.

9. **Term and Termination.** This Public Access Easement shall be recorded in the Hays County Official Public Records and shall run with the land perpetually. However, once Trail Easements improvements have been made and the Trail Easements have been opened to the public, should Grantee close the Trail Easements for public use for more than two (2) consecutive years, then Grantor shall have a right to demand that this Public Access Easement be terminated. If, pursuant to the conditions in this Section, Grantor demands termination of this Public Access Easement, then Grantee shall have ninety (90) days to remove any improvements it has made to the Trail Easements area, after which the termination will be effective.

10. **Notices.** All notices issued by Grantor under or regarding this Public Access Easement shall be provided in writing to the County at: Hays County, Attn: County Judge, 111 E. San Antonio, Suite 300 San Marcos, Texas 78666.

    All notices issued by Grantee under or regarding this Public Access Easement shall be provided in writing to Grantor at 1621 Churchwood Cove, Austin, TX 78746.

    Notices from one party to another under this Section may be made by U.S. Mail, parcel post, or courier, sent to the designated contact at the designated addresses cited above.

11. **Recitals.** The recitals set forth in the preamble of this Agreement are hereby incorporated into this Public Access Easement as if fully set forth herein.

In Witness Whereof, the parties have caused their representatives to set their hands. By the signature of its representative below, Grantor conveys and Grantee manifests its acceptance of this Easement.

Grantor:

Signature: _____

Printed Name: KEVIN BYRD

Title: MEMBER

Date: 10/28/22

Grantee:

Hays County, a political subdivision of the State of Texas

Signature: _____

Printed Name: Mark Kennedy

Title: General Counsel

Date: 10/28/22

ATTEST: _____

Elaine Cardenas, MBA, PhD

Hays County Clerk

Approved as to Form:

_____

General Counsel

STATE OF TEXAS §

COUNTY OF HAYS §

This Public Access Easement was acknowledged this date before me by Kevin Byrd, member /name of signer/, a single/married person/office or position held/ such as general partner/managing partner/President/ of Byrdnest Ventures, LLC /name/, a Texas (state, such as Texas) sole proprietorship/general partnership/limited partnership/limited liability partnership/limited liability company/corporation/ in the capacity therein stated and on behalf of such entity.

Date: October 28, 2022

Cynthia A. Carroll

Notary Public, State of Texas

My Commission expires:

CYNTHIA A. CARROLL
My Notary ID # 5863336
Expires June 27, 2026

STATE OF TEXAS §

COUNTY OF Hays §

This Easement was acknowledged before me this date by Mark Kennedy, General Counsel of Hays County, a political subdivision of the State of Texas, in the capacity therein stated and on behalf of such entity.

Date: October 28, 2022

Cynthia A. Carroll

Notary Public, State of Texas

My Commission expires:

CYNTHIA A. CARROLL
My Notary ID # 5863336
Expires June 27, 2026

Exhibit PA-A

"The Property"

FIELD NOTE DESCRIPTION FOR AN 844.44 ACRE TRACT OF LAND, SITUATED IN HAYS COUNTY, TEXAS:

BEING 844.44 ACRES OF LAND OUT OF THE ELIJAH CLARK SURVEY, ABSTRACT NO. 84 AND THE JOHN CARSON SURVEY, ABSTRACT NO. 80 IN HAYS COUNTY, TEXAS, DESCRIBED AS 848.70 ACRES CONVEYED BY SPECIAL WARRANTY DEED TO JP STEWART HOLDINGS LIMITED PARTNERSHIP, RECORDED IN VOLUME 1343, PAGE 371 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" iron rod lying in the south right-of-way line of Hilliard road, a public road, marking the southeast corner of a tract of land, known as Lot 5 of the Bueche-Wilson Subdivision, recorded in Volume 10, Page 244 of the Official Public Records of Hays County, Texas, for the north corner of this tract;

THENCE, generally along said south right-of-way Hilliard Road, common with the east line of this tract, the following twelve (12) courses and distances:

1) South 49°02'02" East, a distance of 121.72 feet to a 1/2" iron rod found, at the point-of-curvature of a curve to the left, for an angle corner of this tract;

2) Along said curve to the left, an arc of 260.19 feet, said curve having a radius of 1,043.42 feet, a chord which bears South 39°17'18" East, for a distance of 259.52 feet to a 1/2" iron rod found, at the point-of-tangency of said curve, for an angle corner of this tract;

3) South 46°28'41" East, a distance of 1,266.46 feet to a 1/2" iron rod found, at the point-of-curvature of a curve to the right, for an angle corner of this tract;

4) Along said curve to the right, an arc of 601.36 feet, said curve having a radius of 1,105.04 feet, a chord which bears South 30°53'27" East, for a distance of 593.97 feet to a 1/2" iron rod set, at the point-of-tangency of said curve, for an angle corner of this tract;

5) South 15°18'12" East, a distance of 404.84 feet to a 1/2" iron rod set, at the point-of-curvature of a curve to the left, for an angle corner of this tract;

6) Along said curve to the left, an arc of 1079.55 feet, said curve having a radius of 3,859.72 feet, a chord which bears South 23°20'07" East, for a distance of 1,076.03 feet to a 1/2" iron rod set, at the point-of-tangency of said curve, for an angle corner of this tract;

7) South 31°20'38" East, a distance of 2,102.60 feet to a 1/2" iron rod found, for an angle corner of this tract;

8) South 16°48'25" West, a distance of 178.06 feet to a 1/2" iron rod set, for an angle corner of this tract;

9) South 16°03'12" West, a distance of 106.28 feet to a 1/2" iron rod set, for an angle corner of this tract;

10) South 17°50'27" West, a distance of 98.56 feet to a magnail with a washer found, for an angle corner of this tract;

11) South 52°59'48" East, a distance of 513.55 feet to a 1/2" iron rod set, for an angle corner of this tract, and;

12) South 53°51'24" East, a distance of 72.05 feet to an oak fence post, marking the north corner of a tract of land, known as Lot 20 of the Hunters Glen Subdivision, recorded in Volume 1, Page 61 of the Official Public Records of Hays County, Texas, for the east corner of this tract;

THENCE, along the west line of said Hunters Glen Subdivision Lots 20 through 28, common with the east line of this tract, the following eight (8) courses and distances:

1) South 44°50'36" West, a distance of 312.07 feet, to a 1/2" pipe, for an angle corner of this tract;

2) South 44°22'30" West, a distance of 574.88 feet, to a 1" pipe, for an angle corner of this tract;

3) South 42°37'40" West, a distance of 180.51 feet, to a 1/2" iron rod set, for an angle corner of this tract;

4) South 34°34'08" West, a distance of 334.12 feet, to a 1/2" pipe, for an angle corner of this tract;

5) South 34°47'51" West, a distance of 702.76 feet, to a 1/2" iron rod found, for an angle corner of this tract;

6) South 34°59'44" West, a distance of 128.05 feet, to a 1/2" pipe, for an angle corner of this tract;

7) South 27°20'50" West, a distance of 120.19 feet, to 1/2" iron rod set, for an angle corner of this tract, and;

8) North 80°06'16" West, a distance of 36.27 feet, to a magnail with a washer found, marking the east corner of a 52.34 acre tract of land conveyed by Warranty Deed with Vendor's Lien to Robert W. and Pamela D. Starnes, recorded in Volume 3081, Page 705 of the Official Public Records of Hays County, Texas, for the southeast corner of this tract;

THENCE, along the southeast line of this tract, common with the northeast line of said 52.34 acre tract, the following twelve (12) courses and distances;

1) North 43°26'53" West, a distance of 41.56 feet, to 1/2" iron rod found, for an angle corner of this tract;

2) North 30°56'11" West, a distance of 602.45 feet, to a 1/2" iron rod set, for an angle corner of this tract;

3) North 31°15'52" West, a distance of 326.67 feet, to a 1/2" iron rod set, for an angle corner of this tract;

4) North 25°30'13" East, a distance of 5.68 feet, to a 1/2" iron rod set, for an angle corner of this tract;

5) North 30°20'42" West, a distance of 190.03 feet, to a 1/2" iron rod set, for an angle corner of this tract;

6) North 31°41'42" West, a distance of 125.80 feet, to a 1/2" iron rod set, for an angle corner of this tract;

7) North 33°00'02" West, a distance of 78.33 feet, to a 1/2" iron rod set, for an angle corner of this tract;

8) North 35°58'20" West, a distance of 57.59 feet, to a 1/2" iron rod set, for an angle corner of this tract;

9) North 32°36'35" West, a distance of 224.23 feet, to a 1/2" iron rod set, for an angle corner of this tract;

10) North 33°13'14" West, a distance of 81.86 feet, to a fence corner post, for an angle corner of this tract;

11) North 80°00'27" West, a distance of 4.65 feet, to a 1/2" iron rod set, for an angle corner of this tract, and;

12) South 50°04'58" West, a distance of 269.76 feet, to a fence corner post, for an angle corner of this tract;

THENCE, along the southeast line of this tract, common with the northeast line of an unrecorded subdivision, known as Backus Estates, the following five (5) courses and distances;

1) North 56°17'16" West, a distance of 315.08 feet, to a 1/2" iron rod set, for an angle corner of this tract;

2) North 56°50'10" West, a distance of 336.44 feet, to a 1/2" iron rod found, for an angle corner of this tract;

3) North 57°25'02" West, a distance of 291.77 feet, to a 1/2" iron rod set, for an angle corner of this tract;

4) North 60°42'56" West, a distance of 62.61 feet, to a 1/2" iron rod found, for an angle corner of this tract, and;

5) North 61°38'15" West, a distance of 350.79 feet, to a 1/2" iron rod found, marking the east corner of a 17.08 acre tract of land conveyed by General Warranty Deed to Bradley and Courtney Landsbaum, recorded in Volume 3792, Page 368 of the Official Public Records of Hays County, Texas, for an angle corner of this tract;

THENCE, along the southeast and southwest lines of this tract, common with the northeast and northwest lines of said 17.08 acre tract, the following eleven (11) courses and distances:

1) North 16°12'25" West, a distance of 493.01 feet, to a magnail with a washer, for an angle corner of this tract;

2) North 01°40'12" West, a distance of 176.30 feet, to 1/2" iron rod set, for an angle corner of this tract;

3) North 01°03'52" West, a distance of 194.38 feet, to 1/2" iron rod found, for the south corner of this tract;

4) South 44°24'55" West, a distance of 269.77 feet, to a fence corner post, for an angle corner of this tract;

5) South 39°28'24" West, a distance of 38.97 feet, to a fence corner post, for an angle corner of this tract;

6) South 41°26'16" West, a distance of 18.78 feet, to a fence corner post, for an angle corner of this tract;

7) South 43°29'01" West, a distance of 32.73 feet, to a 10" Elm Tree, for an angle corner of this tract;

8) South 44°51'54" West, a distance of 61.37 feet, to a dead tree, for an angle corner of this tract;

9) South 56°33'13" West, a distance of 24.93 feet, to a dead tree, for an angle corner of this tract;

10) South 55°44'18" West, a distance of 340.15 feet, to a fence corner post, for an angle corner of this tract, and;

11) South 56°14'07" West, a distance of 375.02 feet, to a 23" Oak Tree, marking the east corner of a 35.82 acre tract of land conveyed by General Warranty Deed with Vendor's Lien to Rene and Tiffany R. Calderon, recorded in Document No. 19008293 of the Official Public Records of Hays County, Texas, for an angle corner of this tract;

THENCE, North 59°07'18" West, along the northeast line of said 35.82 acre tract, common with the southwest line of this tract, a distance of 1,138.08 feet, to a 1/2" iron rod set, for an angle corner of this tract;

THENCE, North 57°37'24" West, along the northeast line of said 35.82 acre tract, common with the southwest line of this tract, a distance of 684.38 feet, to fence corner post, for an angle corner of this tract;

THENCE, North 57°50'22" West, along the northeast line of said 35.82 acre tract, common with the southwest line of this tract, a distance of 101.31 feet, to a fence corner post, for an angle corner of this tract;

THENCE, South 43°48'26" West, along the northwest line of said 35.82 acre tract, common with a southeast line of this tract, a distance of 317.16 feet, to a fence corner post, marking the east corner of a 3,380.82 acre tract of land, conveyed by Special Warranty Deed, to the Harold M. Freeman Educational Foundation, recorded in Volume 359, Page 887 of the Official Public Records of Hays County, Texas, for an angle corner of this tract;

THENCE, North 42°27'54" West, along the northeast line of said 3,380.82 acre tract, common with the southwest line of this tract, a distance of 1,681.61 feet, to a fence post, for an angle corner of this tract;

THENCE, North 42°21'19" West, along the northeast line of said 3,380.82 acre tract, common with the southwest line of this tract, a distance of 1,534.32 feet, to a fence post, for an angle corner of this tract;

THENCE, North 42°16'57" West, along the northeast line of said 3,380.82 acre tract, common with the southwest line of this tract, a distance of 1,040.19 feet, to a fence post, for an angle corner of this tract;

THENCE, North 40°50'58" West, along the northeast line of said 3,380.82 acre tract, common with the southwest line of this tract, a distance of 488.06 feet, to a fence post, for an angle corner of this tract;

THENCE, North 40°13'46" West, along the northeast line of said 3,380.82 acre tract, common with the southwest line of this tract, a distance of 2.25 feet, to a fence corner post, marking the south corner of a 49.95 acre tract of land, conveyed by Warranty Deed to Blumen Field Farms, Ltd, recorded in Volume 1303, Page 120 of the Official Public Records of Hays County, Texas, for the west corner of this tract;

THENCE, along the northwest line of this tract, common with the southeast line of said 49.95 acre tract, a 50.03 acre tract of land conveyed by Special Warranty Deed with Vendor's Lien to Robert P. and Margret Ingrum, recorded in Volume 1262, Page 95 of the Official Public Records of Hays County, Texas, and a 25.00 acre tract of land, conveyed by General Warranty Deed with Vendor's Lien to Lorena De La Pena Oranday and Fernando Gonzalez Olague, recorded in Document No. 20010432 of the Official Public Records of Hays County, Texas, the following four (4) courses and distances:

1) North 43°23'20" East, a distance of 1,579.25 feet, to a 1/2" iron rod set, for an angle corner of this tract;

2) North 44°00'42" East, a distance of 547.11 feet, to a magnail with a washer, for an angle corner of this tract;

3) North 43°17'07" East, a distance of 785.49 feet, to 1/2" iron rod found, for an angle corner of this tract, and;

4) North 44°07'20" East, a distance of 241.09 feet, to 1/2" iron rod found, marking the west corner of a 14.00 acre tract of land conveyed by General Warranty Deed with Vendor's Lien to Luc and Sandra L'etoile, recorded in Volume 2852, Page 11 of the Official Public Records of Hays County, Texas, for the northwest corner of this tract;

THENCE, South 46°36'26" East, along the northeast line of this tract, common with the southwest line of said 14.00 acre tract, a subdivision, known as Swisher's Ridge, Lots 4 and 5, recorded in Volume 11, Page 92 of the Official Public Records of Hays County, Texas, and a 10.00 acre tract of land conveyed by Warranty Deed to Elmer Ray and Doris J. Jackson, recorded in Document No. 20022401 of the Official Public Records of Hays County, Texas, a distance of 2,377.72 feet, to 1/2" iron rod set, for an angle corner of this tract;

THENCE, along the northeast line of this tract, common with the southwest line of said 10.00 acre tract and said Bueche-Wilson Subdivision, Lots 2 and 3, the following two courses and distances:

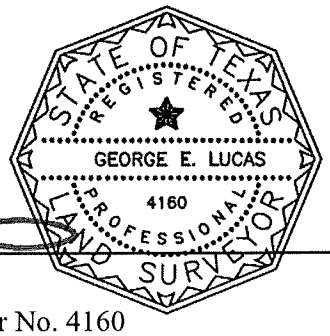
1) South 46°33'49" East, a distance of 1,093.95 feet, to a 1/2" iron rod set, for an angle corner of this tract, and;

2) South 46°56'21" East, a distance of 521.04 feet, to a 1/2" iron rod found, marking the south corner of said Lot 3, for an angel corner of this tract;

THENCE, North 43°12'30" East, along a northwest line of this tract, common with the southeast line of said Lot 3, a distance of 42.90 feet, to a 1/2" iron rod set, for an angle corner of this tract;

THENCE, North 43°38'34" East, along a northwest line of this tract, common with the southeast line of said Bueche-Wilson Subdivision, Lots 3,4 and 5, a distance of 1,568.17 feet, to a 1/2" iron rod set, for an angle corner of this tract;

THENCE, North 43°33'21" East, a distance of 327.12 feet to the POINT OF BEGINNING containing 844.44 acres of land, more or less.

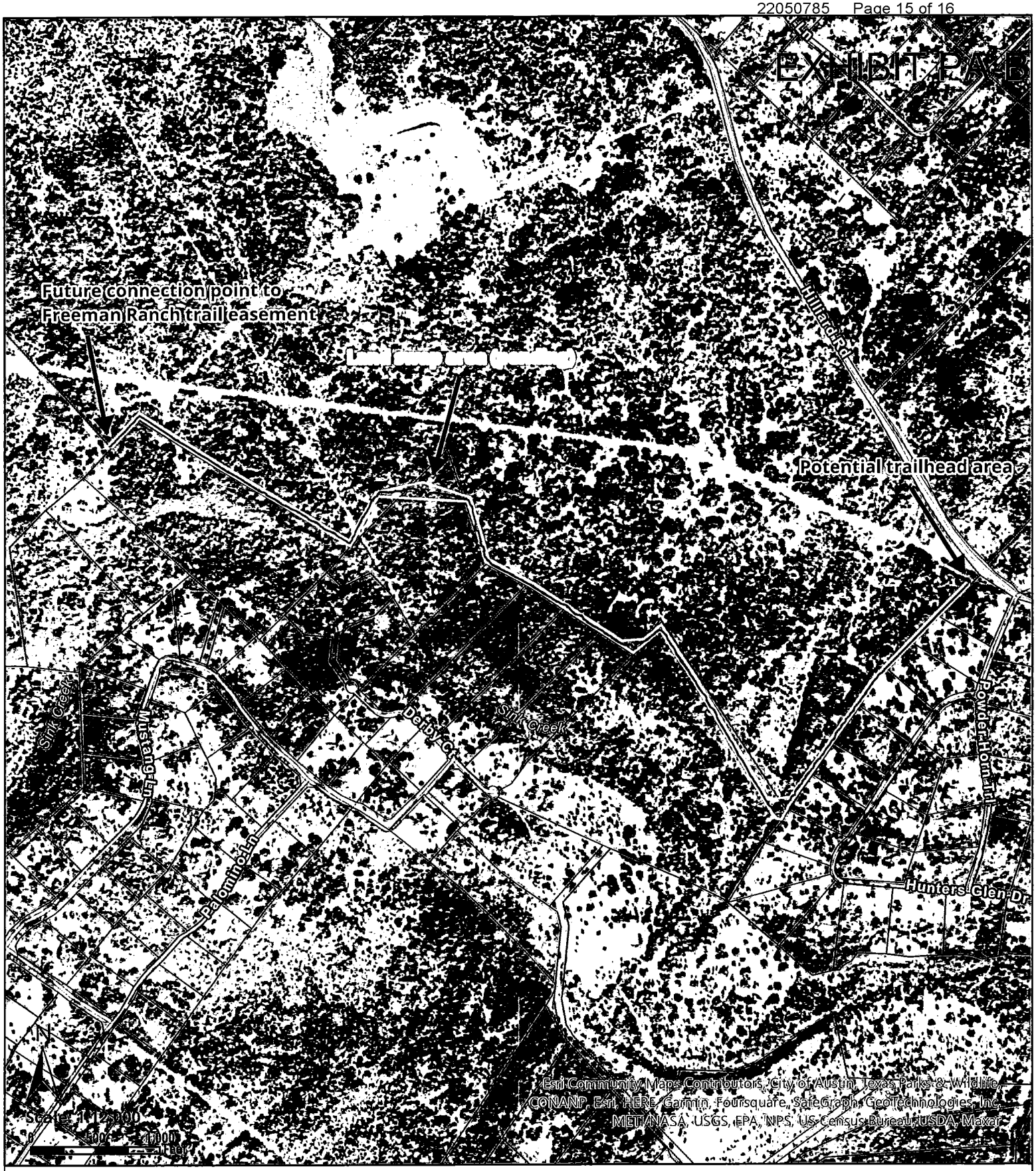


George E. Lucas
Registered Professional Land Surveyor No. 4160
Celco Surveying, Firm Registration No. 10193975
2205 Stonecrest Path
New Braunfels, Texas 78130
Date: September 9, 2021

Exhibit PA-B

"The Trail Easements"

EXHIBIT "A-B"



Preliminary Trail Alignment

Presa Grande Trail Corridor

Great Springs Project | Map Date: 10/14/2022

Parcel

Trail Easement

Flagged Trail Centerline

THE STATE OF TEXAS
COUNTY OF HAYS

I hereby certify that this instrument was FILED on the date and the time stamped hereon by me and was duly RECORDED in the Records of Hays County, Texas.

22050785 EASEMENT
10/31/2022 03:13:19 PM Total Fees: $82.00

Elaine H. Cárdenas, MBA, PhD,County Clerk
Hays County, Texas

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Date: 12/06/2022
Requested By: Commissioner Ingalsbe
Sponsor:

Agenda Item

Approve the cancelation of the Hays County Commissioners Court on the following dates in 2023: January 10 and 24, February 7 and 21, March 7 and 21, April 4 and 18, May 2, 16, and 30, June 13 and 27. Also, approve the cancelation of July 4 and December 26 which are approved County Holidays. **INGALSBE**

Summary

Court dates have been presented for cancelation due to upcoming education, training opportunities and approved holidays. I coordinated with the Budget Officer regarding the cancelation of these dates.

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Date: 12/06/2022

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

Agenda Item

Approve Utility Permits. **JONES/INGALSBE/BORCHERDING**

Summary

TRN-2022-5480-UTL	Frontier to install buried fiber optic totaling of 13,667' of 1.25" HDPE Fiber. Lines will be installed on all following roads: Basket Elm, Leadtree Loop, Baretta Loop, Algaroba Loop, Ashleaf Loop
TRN-2022-5481-UTL	Frontier to install buried fiber optic totaling of 11,178' of 1.25" HDPE Fiber. 7,540' of line will be encased with 2" casing and 3,728' of line will be 4" casing. There will be a minimum of 36" of cover for all bored lines. Lines will be installed on all following roads: Marsh Lane, Heron Drive, Painted Desert Lane, Kings Ridge Drive, Noddy Road, and Antelope Plaines Road
TRN-2022-5552-UTL	Centerpoint to propose two fair side lateral crossings of Crosswinds Parkway with a 2" Intermediate pressure polyethylene plastic gas line to be operated at a pressure less than 60 PSIG at a point approx. at the intersection of Bay Breeze and Crosswinds Parkway and Fultrock Shroud. Crosswinds Parkway gas main will be horizontal direction bored.

Attachments

Permit
Site Plan
Permit
Site Plan
Permit
Site Plan
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 11/23/2022 .

Utility Company Information:

Name: Frontier Communications
Address: 7979 N Belt Line Rd Irving TX
Phone:
Contact Name: Brandon Leal

Engineer / Contractor Information:

Name: SDT Solutions, LLC
Address: 5535 Airport Fwy Suite B Haltom City TX 76117
Phone:
Contact Name: Bert Colon

Hays County Information:

Utility Permit Number: TRN-2022-5480-UTL
Type of Utility Service: FIBER OPTIC
Project Description:
Road Name(s): BASKET ELM, LEADTREE LOOP, BARETTA LOOP, ALGAROBA LOOP, ASHLEAF LOOP, , ,
Subdivision:
Commissioner Precinct: 2

What type of cut(s) will you be using ? ☒ Boring ☐ Trenching ☐ Overhead ☐ N/A

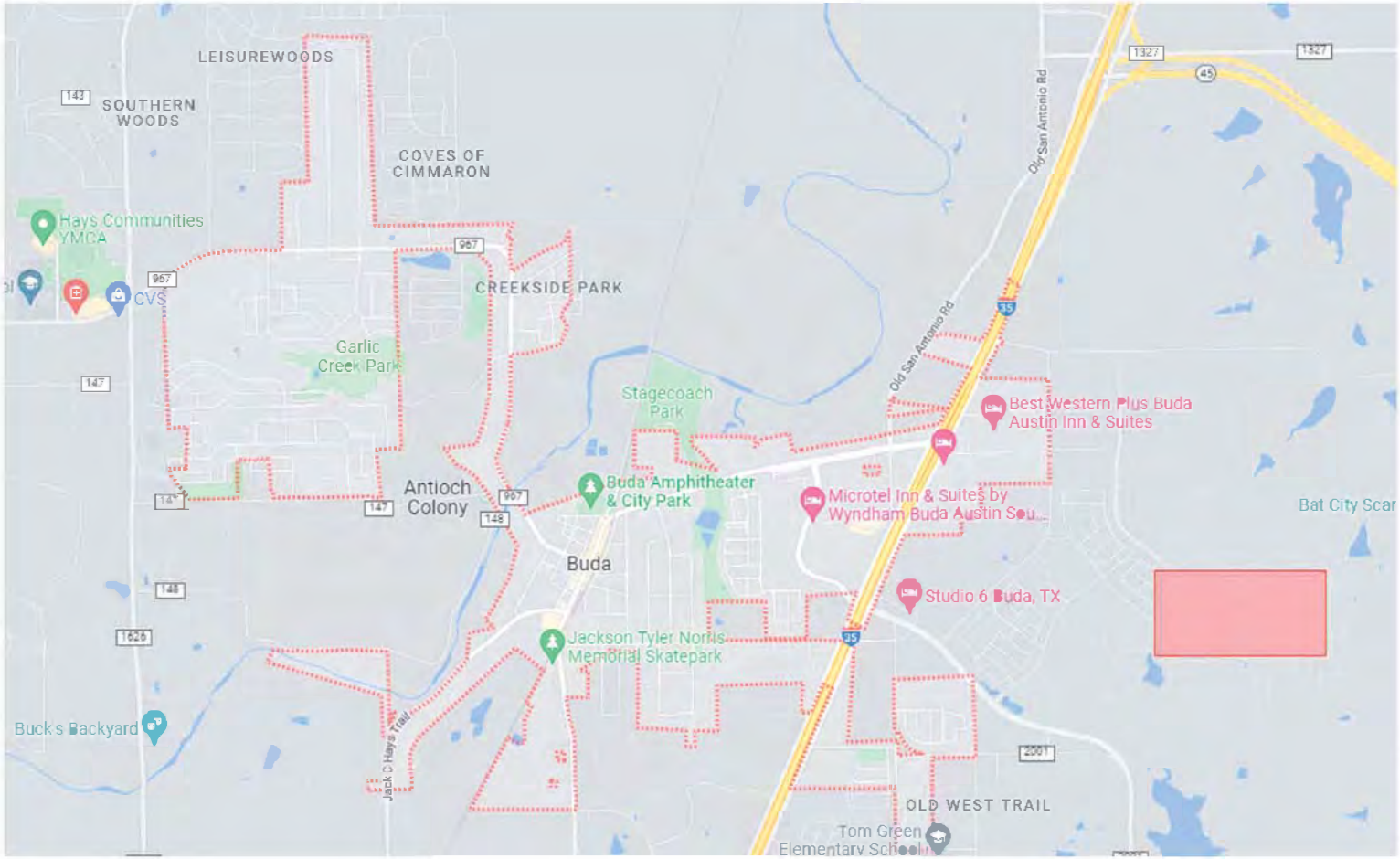
Authorization by Hays County Transportation Department
The above-mentioned permit was approved in Hays County Commissioners Court on .

11/30/2022

Signature | Title | Date

CONDUIT DESIGN

FTTH FEEDER



BUDA CITY VICINITY MAP

BUDA CITY LIMITS

PROPOSED WORK LOCATION

PROJECT TOTALS

PICKUP POINT: FRONTIER FEEDER

PATH LENGTH: 2" BORE FOR 13,667'

MATERIALS:
- 13,667' OF 1.25" HDPE
- (74) 17"X30" HANDHOLES
- (39) 30"X48" HANDHOLES
- (47) 2"X3" HANDHOLES
- (1) 3"x3" HANDHOLE
- (60) 11"X11"X13" FLOWERPOTS

SHEET INDEX
- 1 CVR-COVER
- 2 PLAN
- 3-4 GENERAL NOTES
- CONTACT SHEETS
- 1-7 CONDUIT DESIGN
- DTL- DETAIL SHEETS

N

Frontier COMMUNICATIONS

JOB ID: 5312615 H2026	DATE: 10/21/22
TITLE: CONDUIT DESIGN	
STREET ADDRESS:	
CITY/STATE: BUDA, TX	
FTR ENGINEER: XXX	
FTR INSPECTOR:	
LUCK GROVE TELECOM INC.	DRAWN BY: XXX
	EST. #:
	SHEET #: CVR

Texas 811

PROPOSED WORK LOCATIONS

SHEET 1:
-Arrowwood Dr.
-Basket Elm
- Leadtree Loop
-Baretta Loop

SHEET 2:
-Algaroba Loop
-Leadtree Loop

SHEET 3:
-Algaroba Loop
-Leadtree Loop
-Flatwoods Dr.

SHEET 4:
-Algaroba Loop
-Leadtree Loop
-Artswood Dr.

SHEET 5:
-Leadtree Loop
-Baretta Loop

SHEET 6:
-Baretta Loop
-Ashleaf Dr.

SHEET 7:
-Baretta Loop

Frontier COMMUNICATIONS

JOB ID: 5312615 H2026	DATE: 10/21/22
TITLE: CONDUIT DESIGN	
STREET ADDRESS:	
CITY/STATE: BUDA, TX	
FTR ENGINEER: XXX	
FTR INSPECTOR:	
LUCK GROVE	DRAWN BY: XXX
	EST. #: / SHEET #: PLAN SHEET

Texas 811

VICINITY MAP- SHEET LAYOUT

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GENERAL NOTES

FRONTIER COMMUNICATIONS
CONSTRUCTION SPECIFICATIONS

- Contact Frontier Engineer sixty (60) days prior to need of service in order to confirm compliance, order materials, and schedule work forces.
- FRONTIER COMMUNICATIONS, INCORPORATED RESERVES THE RIGHT TO REFUSE ANY CONDUIT, PULL BOXES, MANHOLES, OR UTILITY BOXES THAT DEVIATED FROM PLANS AND SPECIFICATIONS.
- CHANGES OR DEVIATIONS FROM THIS PLAN MUST BE APPROVED BY FRONTIER.
- CONTACT THE FRONTIER INSPECTOR 48 HOURS BEFORE TRENCHING AND UPON COMPLETION OF YOUR SUBSTRUCTURES TO SCHEDULE THE FINAL INSPECTION.
- FRONTIER INSPECTOR SHALL BE PRESENT ON SITE WHEN CONTRACTOR NEEDS TO ACCESS ANY FRONTIER FACILITY.
- All conduit risers bends to have a minimum thirty-six (36) inch radius.
- All horizontal ninety degree bends (90°) shall have a radius of not less than 12.5 feet and all vertical ninety degree bends (90°) shall have a radius of not less than three feet. No more than two (2) ninety degree (90°) horizontal bends shall be placed in any single run unless otherwise specified. Contact Frontier engineer concerning any required deviations.
- All conduit must be proven using a mandrel no less than ½" smaller than the conduit to be accepted. Mule tape shall be placed in all conduits proven. Wall to wall measurements must be taken with a mule tape.
- Accurate AS-BUILTS shall be provided to the Frontier inspector assigned to this project. AS-BUILTS shall include conduit section measurements, wall to wall footages, stations and offsets of AS-BUILT Frontier structures, and the cover to the top of the Frontier underground structure placed. Copy of the AS-BUILT conduit work order must be provided to the Frontier inspector assigned to your project.
- Contact MTCS 909-798-4400 at the inspection office for coordination of inspection
- Place temporary conduit cap on end of all conduits terminated outside of a building.
- Place temporary conduit caps on all conduit ends exposed during construction to prevent dirt and debris from entering conduit.
- Place temporary conduit caps on all exposed conduit ends at end of each work day.
- Minimum separation from other utilities shall be a minimum of 12". Conduit placed in same trench with primary power conduit must be separated by no less than twelve inches (12") of well-packed sand or three inches (3") of concrete. Minimum cover shall be no less than thirty (30") inches measured from the final grade of the street flow line to the top of Frontier structure unless noted otherwise. Ducts placed in the driven portion of the roadway must have no less than 48 inches (48") of cover to top of pipe measured at flow line of roadway.
- Frontier will not install cables not contained in conduit.
- Provide source of ground at the telephone backboard location: (1) #6 insulated copper wire (solid preferred) to power system ground. - (1) #6 insulated copper wire (solid preferred) to metallic structure such as UFER ground or building steel. - (1) #6 insulated copper wire (solid preferred) to metallic water pipe bonded to previously described permanent metallic structure. Leave adequate wire to extend six feet beyond the base of backboard. NOTE: THE FOLLOWING MUST NOT BE USED FOR GROUND SOURCES: ROOF TRUSSES, FLOOR JOINTS, BRACES, SPRINKLER SYSTEM PIPES, METAL ELECTRICAL DISTRIBUTION CONDUIT, AND HORIZONTAL STEEL MEMBERS LESS THAN ⅜" THICK.
- Provide cable racking and pulling irons as described in attachments.
- Three to six weeks will be needed from the date of final inspection for Frontier to start placing facilities. All paperwork and easements must also be completed, if applicable.
- Manholes to be adjusted to final grade as shown on the approved grading plan.
- Actual footages of conduit are needed to order materials.

GENERAL NOTES CONTINUED

GENERAL NOTES :

1. ALL INSTALLATION WILL BE DONE SO BY DIRECTIONAL BORE ONLY AND NO UNNECESSARY PAVE CUTS WILL BE MADE.
2. UTILITIES SHOWN LOCATED BY RECORD MAPS/FIELD OBSERVATIONS. EXACT LOCATIONS TO BE VERIFIED BEFORE CONSTRUCTION BEGINS.
3. ALL PROPOSED FACILITIES SHALL BE PLACED OUTSIDE EDGE OF PAVEMENT.
4. PLACE ALL HDPE PARALLEL DUCT AT A RUNNING ALIGNMENT OF 5FT FROM RIGHT OF WAY (R/W), UNLESS STATED OTHERWISE.
5. ALL PARALLEL DUCT WILL REMAIN DISTANCE OF 3FT OR GREATER FROM PRE-EXISTING UTILITIES.
6. ALL UTILITY MEASUREMENTS WILL BE RECORDED AS DISTANCE FROM EDGE OF PAVEMENT UNLESS OTHERWISE SPECIFIED.
7. ALL WORK SHALL CONFORM WITH CITY OF BUDA 2017 UNIFIED DEVELOPMENT CODE (THE "UDC") SUBSECTION 4.04.01 FOR "TREE PRESERVATION AND MITIGATION" **WHEN APPLICABLE TO BUILD LOCATION**.

LEGEND

RIGHT OF WAY (R/W)	
NEW CONDUIT (F)	
PRE-EXISTING UNDERGROUND (UG)	
AERIAL CABLE	
EDGE OF PAVEMENT (EOP)	
CENTERLINE (C/L)	
WATER (W)	W
SEWER (S)	S
EXISTING POLE (P.X)	
NEW FLOWERPOT	FP
NEW HANDHOLE	HH
PRE-EXISTING MANHOLE / HANDHOLE	MH HH

CONTACTS

NORTH TEXAS

SR MANAGER: STEPHEN HIGGINS

COORDINATOR: GREG HAMMONS (BLUESTREAK, ERVIN CABLE, FUTURE)
CMIII: CORY WEAVER (FUTURE)
CMIII: BRANDON LEAL (BLUESTREAK, ERVIN CABLE)

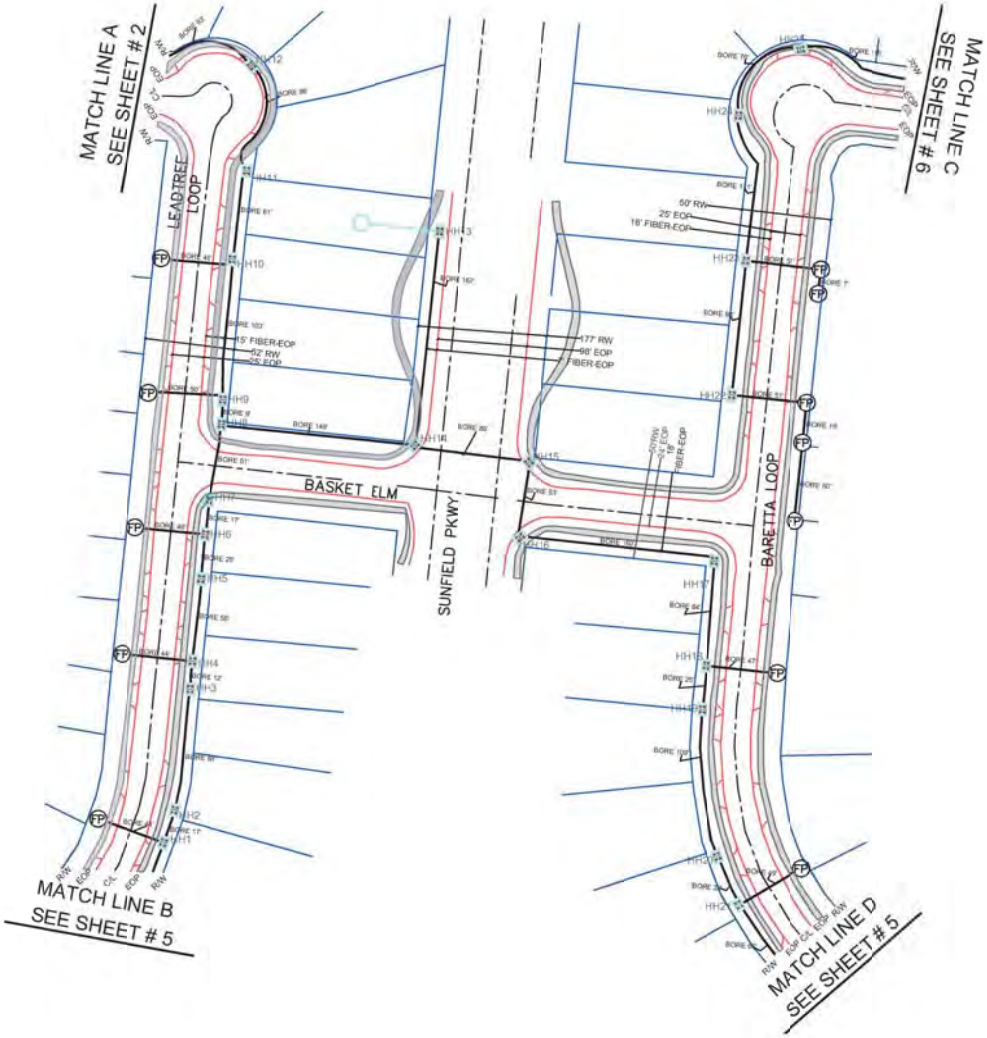
SOUTH TEXAS

SR MANAGER: ANDY CRENSHAW

COORDINATOR: JOSH MAY (HOUSLEY-COLLEGE STATION, BRYAN; SDT-AUSTIN; FUTURE-AUSTIN) **(979) 402-7446**
CMIII: JOSEPH JARMUSCH, **(956) 328-6644**

COORDINATOR: STEVE CORTESE (HOUSLEY-SAN ANGELO, BROWNWOOD)
CMIII: MARKUS WATSON

COORDINATOR: EDWARD WILLIAMS (FUTURE-GULF; HP-GULF; SDT-GULF; HOUSLEY-VALLEY)
CMIII: BRADLEY CONNER



LEGEND

- RIGHT OF WAY (R/W)
- NEW CONDUIT (F)
- PRE-EXISTING UNDERGROUND (UG)
- AERIAL CABLE
- EDGE OF PAVEMENT (EOP)
- CENTERLINE (C/L)
- WATER (W)
- SEWER (S)
- EXISTING POLE (P.X)
- NEW FLOWERPOT
- NEW HANDHOLE
- PRE-EXISTING MANHOLE / HANDHOLE

AT FLOWERPOT LOCATIONS: DIG BORE PIT, PLACE 11"X11"X13" FLOWERPOT

AT HANDHOLE LOCATION 1-9, 14: DIG BORE PIT, PLACE 30"x48" HANDHOLE

AT HANDHOLE LOCATION 10-12: DIG BORE PIT, PLACE 17"x30" HANDHOLE

AT HANDHOLE LOCATION 13: DIG BORE PIT, PLACE 3"x3" HANDHOLE

AT HANDHOLE LOCATION 15-25: DIG BORE PIT, PLACE 2"x3" HANDHOLE

N

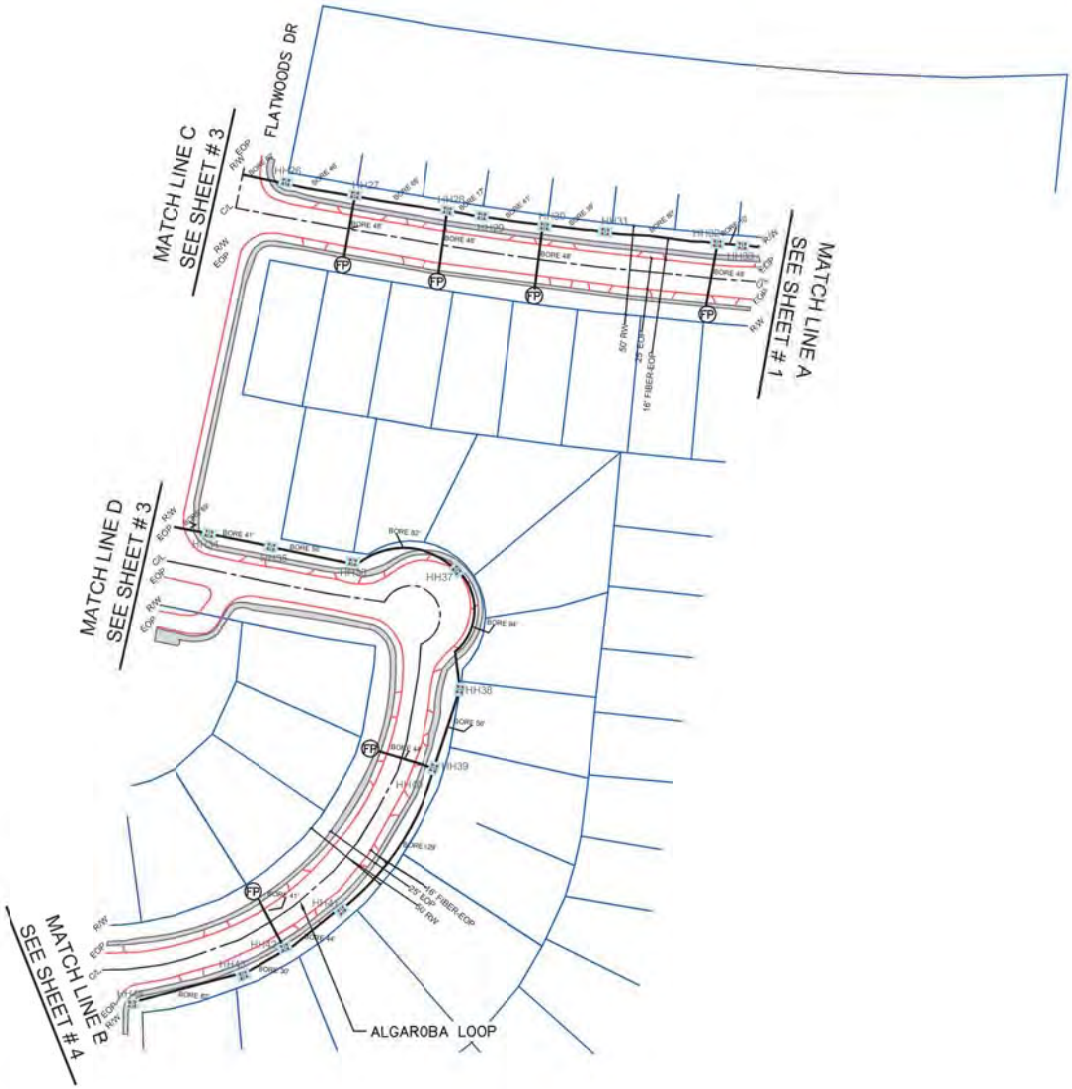
SCALE: 1"=100'

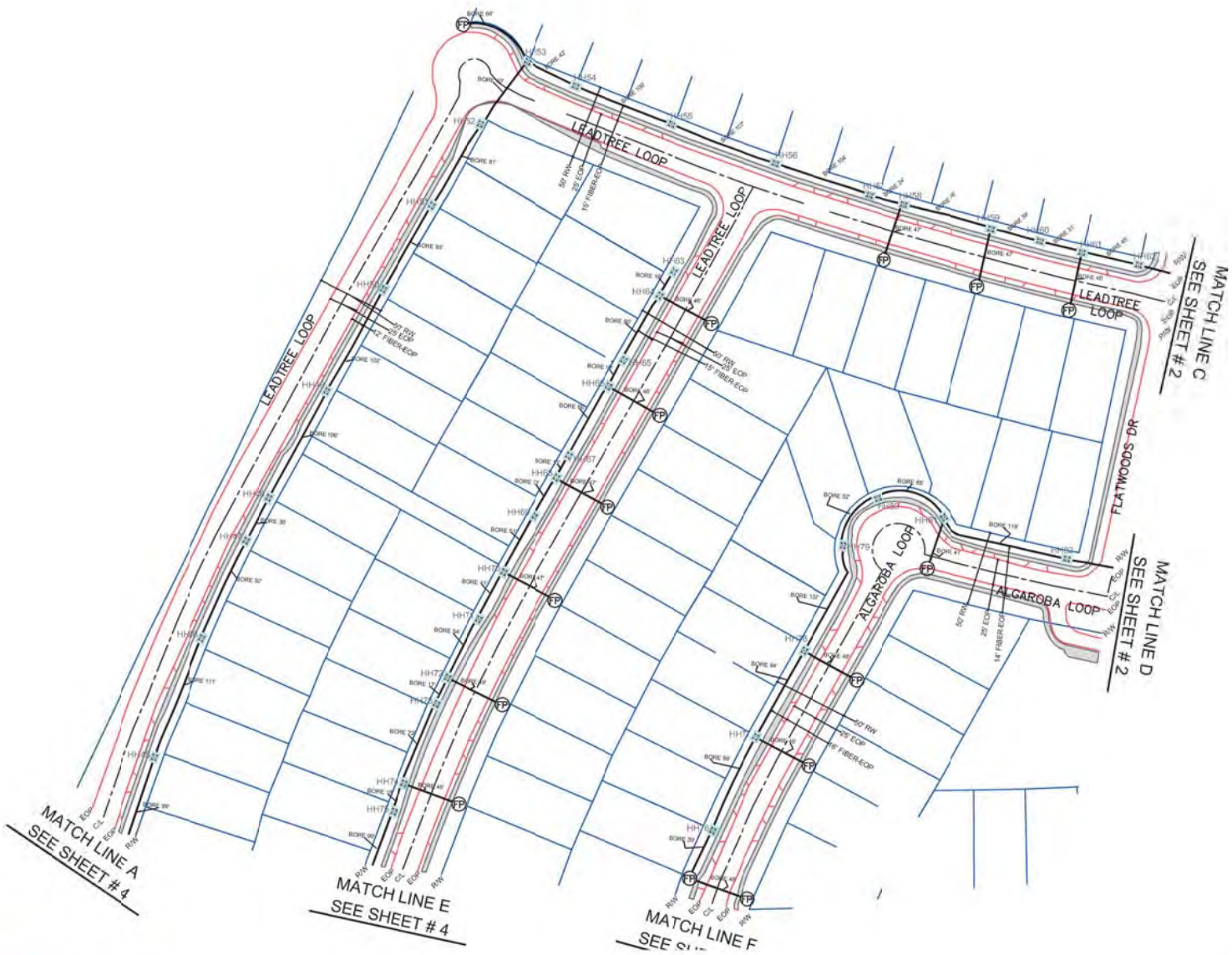
5 25 50 100

Frontier COMMUNICATIONS

JOB ID: 5312615 H2026	DATE: 10/21/22
TITLE: CONDUIT DESIGN	
STREET ADDRESS:	
CITY/STATE: BUDA, TX	
FTR ENGINEER: XXX	
FTR INSPECTOR:	
LUCK GROVE	DRAWN BY: XXX
	EST. #:
	SHEET #: 6. CONDUIT

Texas 811


FLATWOODS DR
MATCH LINE C
SEE SHEET # 3
MATCH LINE A
SEE SHEET # 1
MATCH LINE D
SEE SHEET # 3
MATCH LINE B
SEE SHEET # 4
ALGAR0BA LOOP
HH37
HH38
HH39
BORE 82'
BORE 84'
BORE 50'
BORE 129'
BORE 41'
BORE 48'
BORE 82'
BORE 50'
BORE 41'
BORE 48'
BORE 48'
BORE 48



LEGEND

- RIGHT OF WAY (R/W)
- NEW CONDUIT (F)
- PRE-EXISTING UNDERGROUND (UG)
- AERIAL CABLE
- EDGE OF PAVEMENT (EOP)
- CENTERLINE (C/L)
- WATER (W)
- SEWER (S)
- EXISTING POLE (P.X)
- NEW FLOWERPOT (FP)
- NEW HANDHOLE (HH)
- PRE-EXISTING MANHOLE / HANDHOLE (MH) (HH)

AT FLOWERPOT LOCATIONS: DIG BORE PIT, PLACE 11"X11"X13" FLOWERPOT

AT HANDHOLE LOCATION 76-82: DIG BORE PIT, PLACE 30"x48" HANDHOLE

AT HANDHOLE LOCATION 45-51, 53-56, 58-75; DIG BORE PIT, PLACE 17"x30" HANDHOLE

AT HANDHOLE LOCATION 52, 57: DIG BORE PIT, PLACE 2"x3" HANDHOLE

N

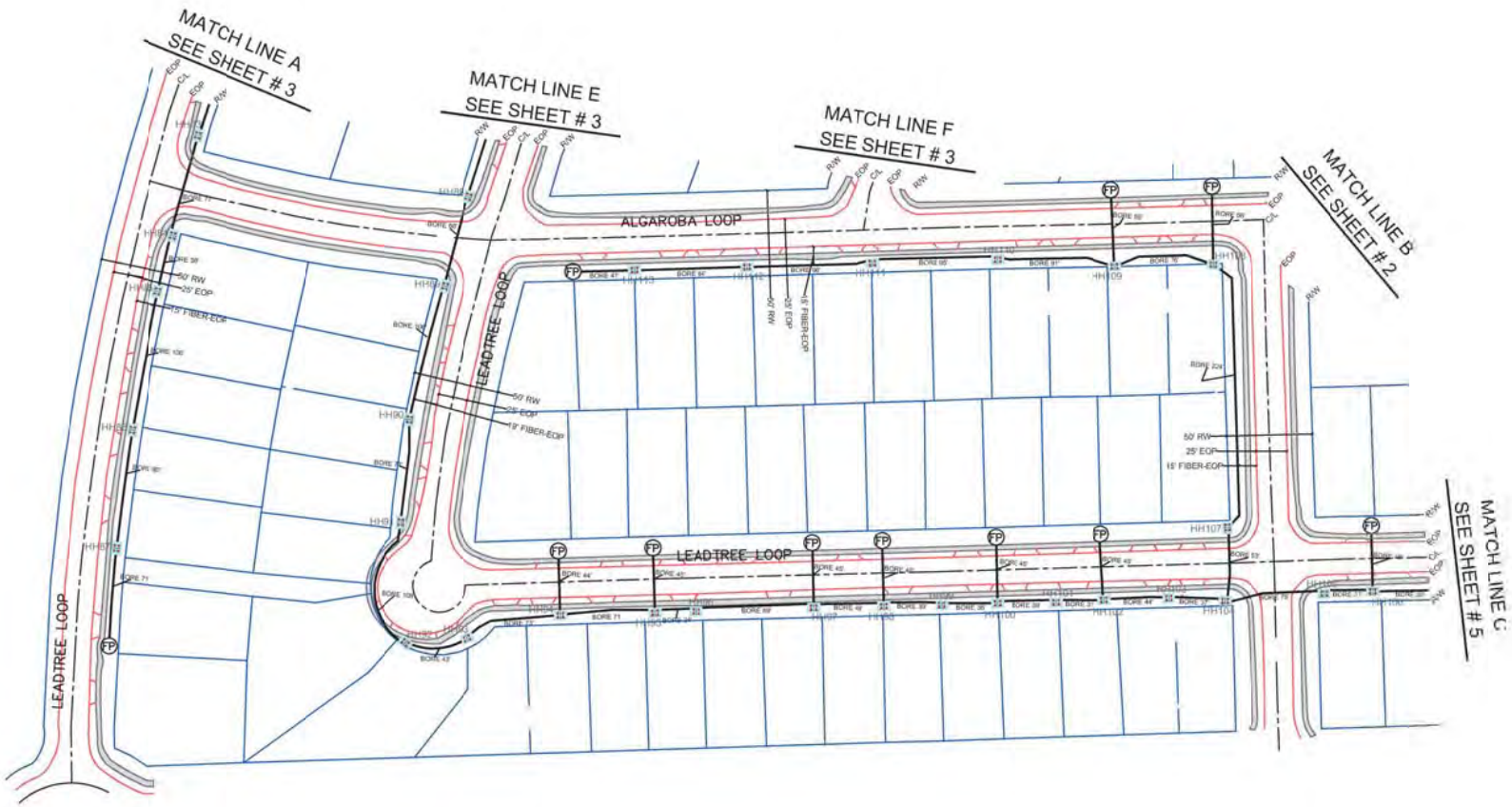
SCALE: 1"=100'

5 25 50 100

Frontier COMMUNICATIONS

JOB ID: 5312615 H2026	DATE: 10/21/22
TITLE: CONDUIT DESIGN	
STREET ADDRESS:	
CITY/STATE: BUDA, TX	
FTR ENGINEER: XXX	
FTR INSPECTOR:	
LUCK GROVE	DRAWN BY: XXX
	EST. #:
	SHEET #: 8. CONDUIT 9

Texas 811



LEGEND

- RIGHT OF WAY (R/W)
- NEW CONDUIT (F)
- PRE-EXISTING UNDERGROUND (UG)
- AERIAL CABLE
- EDGE OF PAVEMENT (EOP)
- CENTERLINE (C/L)
- WATER (W)
- SEWER (S)
- EXISTING POLE (P.X)
- NEW FLOWERPOT (FP)
- NEW HANDHOLE (HH)
- PRE-EXISTING MANHOLE / HANDHOLE (MH HH)

AT FLOWERPOT LOCATIONS: DIG BORE PIT, PLACE 11"X11"X13" FLOWERPOT

AT HANDHOLE LOCATION 104-108 : DIG BORE PIT, PLACE 30"x48" HANDHOLE

AT HANDHOLE LOCATION 83-89, 91-93, 95-103, 110-113: DIG BORE PIT, PLACE 17"x30" HANDHOLE

AT HANDHOLE LOCATION 90, 94, 109: DIG BORE PIT, PLACE 2"x3" HANDHOLE

N

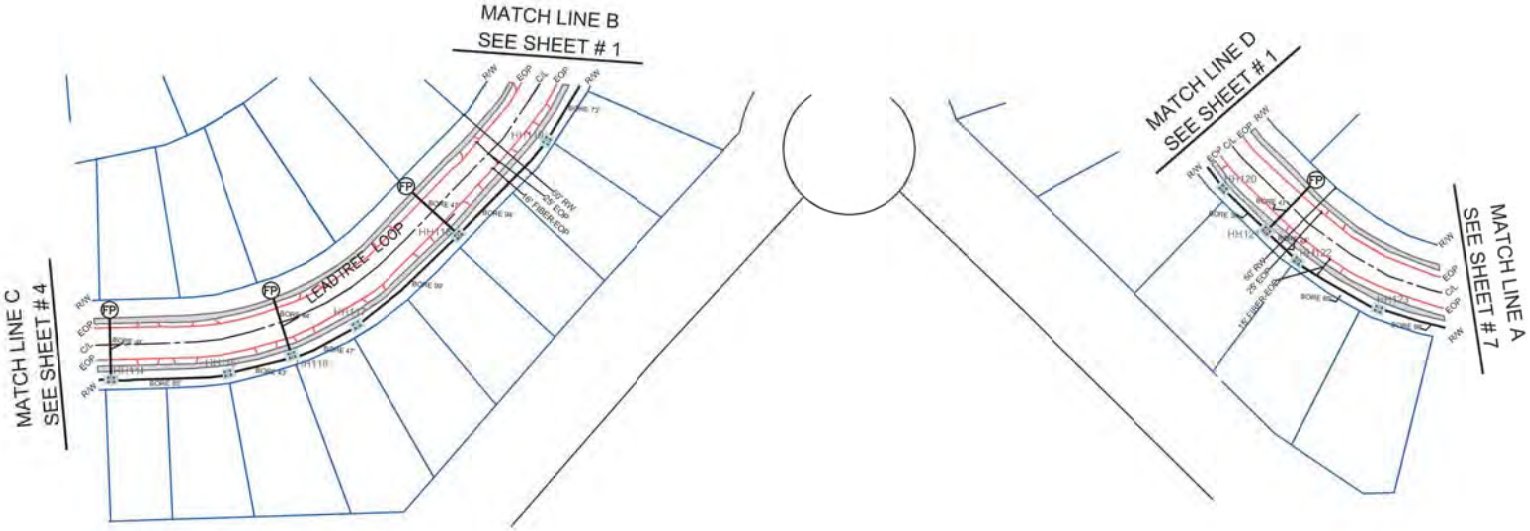
SCALE: 1"=100'

5 25 50 100

Frontier COMMUNICATIONS

JOB ID: 5312615 H2026	DATE: 10/21/22
TITLE: CONDUIT DESIGN	
STREET ADDRESS:	
CITY/STATE: BUDA, TX	
FTR ENGINEER: XXX	
FTR INSPECTOR:	
LUCK GROVE	DRAWN BY: XXX
	EST. #:
	SHEET #: 9. CONDUIT 4

Texas811



LEGEND

RIGHT OF WAY (R/W)	
NEW CONDUIT (F)	
PRE-EXISTING UNDERGROUND (UG)	
AERIAL CABLE	
EDGE OF PAVEMENT (EOP)	
CENTERLINE (C/L)	
WATER (W)	W
SEWER (S)	S
EXISTING POLE (P.X)	
NEW FLOWERPOT	FP
NEW HANDHOLE	HH
PRE-EXISTING MANHOLE / HANDHOLE	MH HH

AT FLOWERPOT LOCATIONS: DIG BORE PIT, PLACE 11"X11"X13" FLOWERPOT

AT HANDHOLE LOCATION 114-119: DIG BORE PIT, PLACE 30"x48" HANDHOLE

AT HANDHOLE LOCATION 120-123: DIG BORE PIT, PLACE 2"x3" HANDHOLE

N

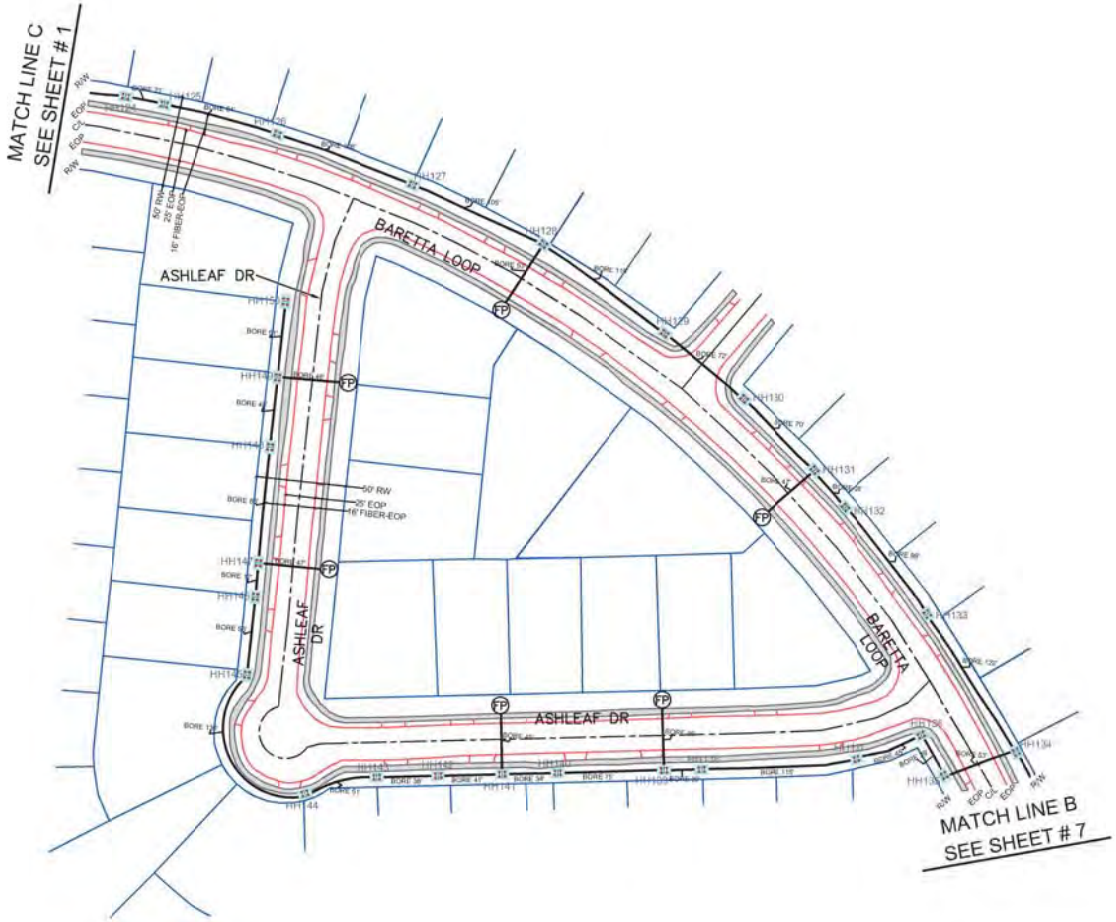
SCALE: 1"=100'

5 25 50 100

Frontier COMMUNICATIONS

JOB ID: 5312615 H2026	DATE: 10/21/22
TITLE: CONDUIT DESIGN	
STREET ADDRESS:	
CITY/STATE: BUDA, TX	
FTR ENGINEER: XXX	
FTR INSPECTOR:	
LUCK GROVE	DRAWN BY: XXX
	EST. #:
	SHEET #: 10. CONDUIT 5

Texas 811



LEGEND

RIGHT OF WAY (R/W)	
NEW CONDUIT (F)	
PRE-EXISTING UNDERGROUND (UG)	
AERIAL CABLE	
EDGE OF PAVEMENT (EOP)	
CENTERLINE (C/L)	
WATER (W)	W
SEWER (S)	S
EXISTING POLE (P.X)	
NEW FLOWERPOT	FP
NEW HANDHOLE	HH
PRE-EXISTING MANHOLE / HANDHOLE	MH HH

AT FLOWERPOT LOCATIONS: DIG BORE PIT, PLACE 11"X11"X13" FLOWERPOT

AT HANDHOLE LOCATION 135-150: DIG BORE PIT, PLACE 17"x30" HANDHOLE

AT HANDHOLE LOCATION 124-134: DIG BORE PIT, PLACE 2"x3" HANDHOLE

N

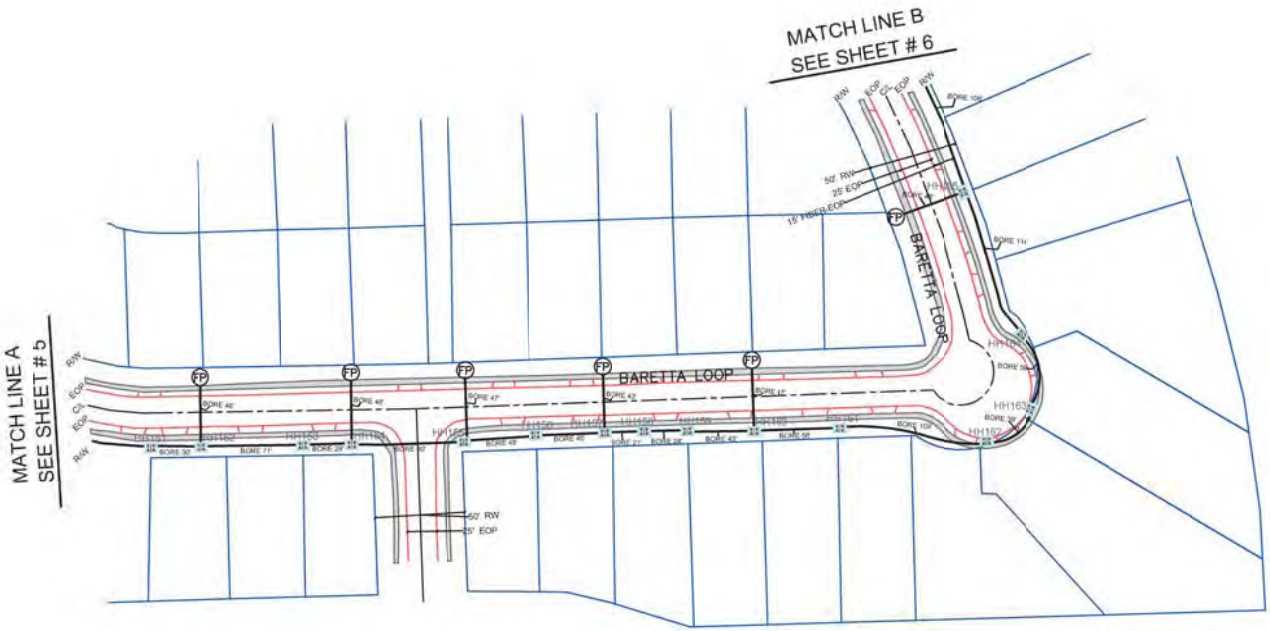
SCALE: 1"=100'

5 25 50 100

Frontier COMMUNICATIONS

JOB ID: 5312615 H2026	DATE: 10/21/22
TITLE: CONDUIT DESIGN	
STREET ADDRESS:	
CITY/STATE: BUDA, TX	
FTR ENGINEER: XXX	
FTR INSPECTOR:	
LUCK GROVE	DRAWN BY: XXX
	EST. #:
	SHEET #: 11. CONDUIT 6

Texas 811



LEGEND

RIGHT OF WAY (R/W)	
NEW CONDUIT (F)	
PRE-EXISTING UNDERGROUND (UG)	
AERIAL CABLE	
EDGE OF PAVEMENT (EOP)	
CENTERLINE (C/L)	
WATER (W)	W
SEWER (S)	S
EXISTING POLE (P.X)	
NEW FLOWERPOT	FP
NEW HANDHOLE	HH
PRE-EXISTING MANHOLE / HANDHOLE	MH HH

AT FLOWERPOT LOCATIONS: DIG BORE PIT, PLACE 11"X11"X13" FLOWERPOT

AT HANDHOLE LOCATION 151-165: DIG BORE PIT, PLACE 2"x3" HANDHOLE

N

SCALE: 1"=100'

5 25 50 100

Frontier COMMUNICATIONS

JOB ID: 5312615 H2026	DATE: 10/21/22
TITLE: CONDUIT DESIGN	
STREET ADDRESS:	
CITY/STATE: BUDA, TX	
FTR ENGINEER: XXX	
FTR INSPECTOR:	
LUCK GROVE	DRAWN BY: XXX
	EST. #:
	SHEET #: 12. CONDUIT 7

Texas811

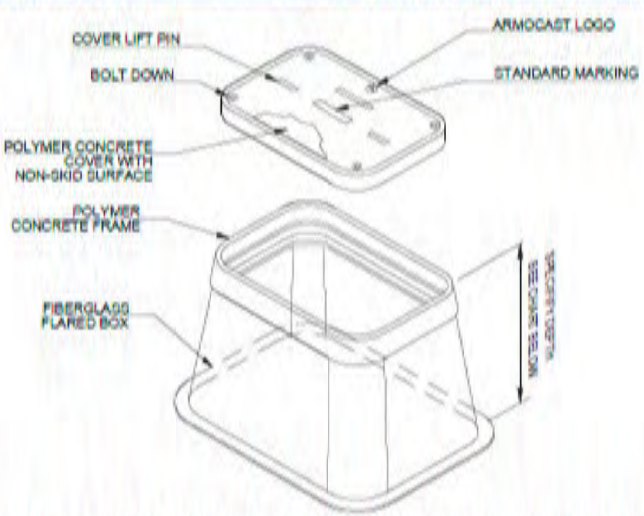
24" x 36" FRP FLARED BOX ASSEMBLY

18" to 36" DEPTHS

ARMORCAST

FIBERGLASS — ARMORCAST PRODUCTS COMPANY

A6001974



24"W x 36"L FRP FLARED BOX ASSEMBLIES Specify Depth Below

DESCRIPTION	NOMINAL SIZE W x L x D	LOAD RATING	ANSI TIER	PART NUMBER	APPROX WEIGHT	PALLET QTY.
Box & Cover Assembly	24" x 36" x 18"	10K	8	A6001974AX18	173 lbs.	5
	24" x 36" x 18"	20K	15	A6001974TAX18	242 lbs.	5
Box & Cover Assembly	24" x 36" x 24"	10K	8	A6001974AX24	174 lbs.	5
	24" x 36" x 24"	20K	15	A6001974TAX24	241 lbs.	5
Box & Cover Assembly	24" x 36" x 30"	10K	8	A6001974AX30	207 lbs.	5
	24" x 36" x 30"	20K	15	A6001974TAX30	276 lbs.	5
Box & Cover Assembly	24" x 36" x 36"	10K	8	A6001974AX36	210 lbs.	5
	24" x 36" x 36"	20K	15	A6001974TAX36	280 lbs.	5

COMPONENTS

DESCRIPTION	NOMINAL SIZE W x L x D	LOAD RATING	ANSI TIER	PART NUMBER	APPROX WEIGHT	PALLET QTY.
Replacement Covers	24" x 36"	10K	8	A6001975	95 lbs.	20
	24" x 36"	20K	15	A6001975T	157 lbs.	20
Replacement Boxes	24" x 36" x 18"	10K / 20K	8/15	A6001974X18	78 lbs.	5
	24" x 36" x 24"	10K / 20K	8/15	A6001974X24	79 lbs.	5
	24" x 36" x 30"	10K / 20K	8/15	A6001974X30	112 lbs.	5
	24" x 36" x 36"	10K / 20K	8/15	A6001974X36	115 lbs.	5
Extensions 18" Boxes Only	24" x 36" x 8"	10K / 20K	8/15	A6001974EX8	50 lbs.	5
	24" x 36" x 16"	10K / 20K	8/15	A6001974EX16	62 lbs.	3

- Boxes are Open Bottom.
- For sizes not shown please contact Armorcast Products for more information

www.armorcastprod.com Tel: (818) 982-3600 Fax: (818) 982-7742

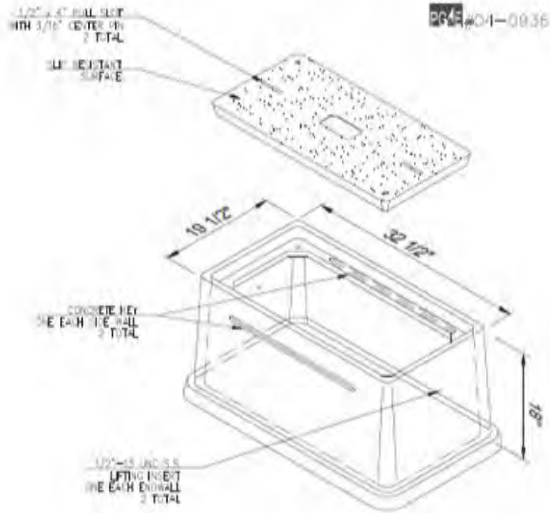
FIBERGLASS BOXES

17x30 HANDHOLE NON-CONCRETE

PG&E APPROVED, POLYMER CONCRETE FRAME AND NON-SKID COVER FOR STRENGTH. "FRP" FIBERGLASS REINFORCED BODY FOR LIGHT WEIGHT FLARED AT BASE TO PROVIDE ADDITIONAL WORK SPACE. MEETS ALL REQUIREMENTS OF W.U.C.

17"x30"x18"
(INSIDE DIMENSIONS).

PG&E #04-0936



NOMINAL DIMENSIONS	PG&E CODE NO.	DESCRIPTION	APPROX. WT LBS.
17"x30"x18"	04-0936	BOX AND COVER ASSEMBLY	184
17"x30"x18"	04-0928	BOX ONLY	132
17"x30"x3"	04-0117	3" EXTENSIONS	47
	04-3720	LID ONLY	52

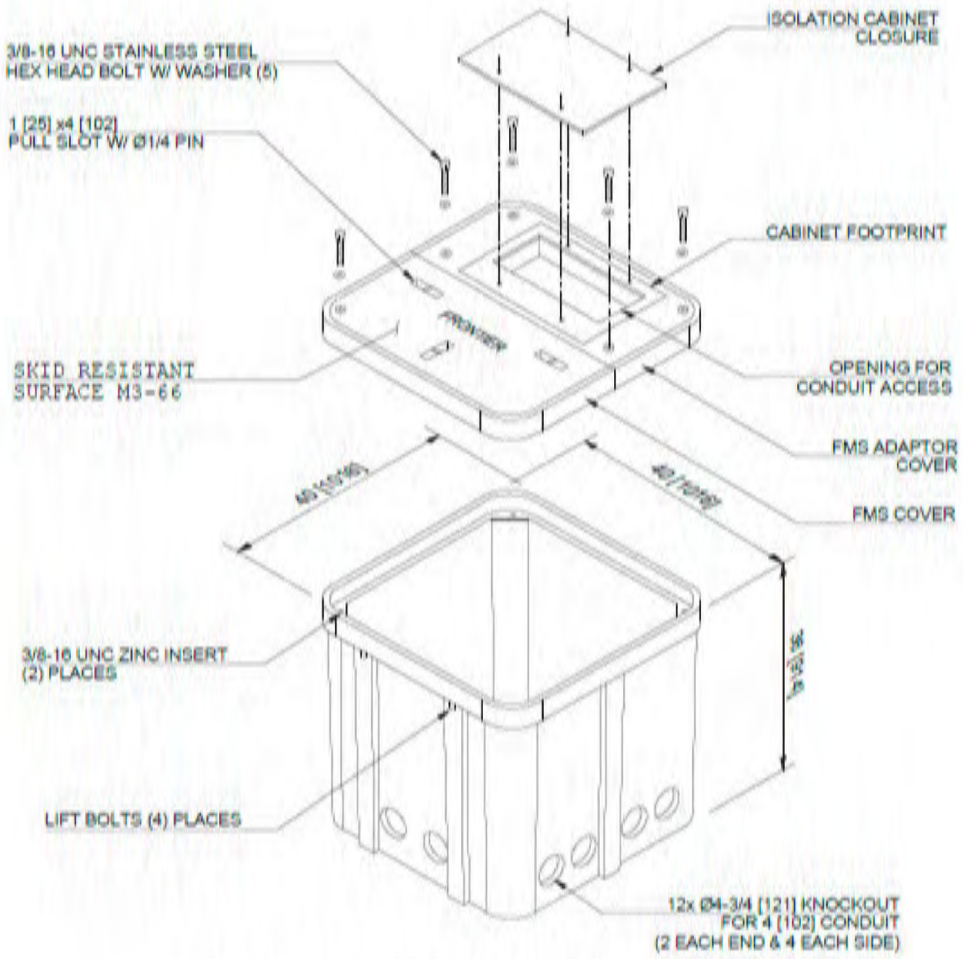
DESIGN LOAD: STATIC DESIGN LOAD OF 8000 LBS. OVER A 10" X 10" AREA

FOR COMPLETE DESIGN AND PRODUCT INFORMATION CONTACT JENSEN PRECAST.

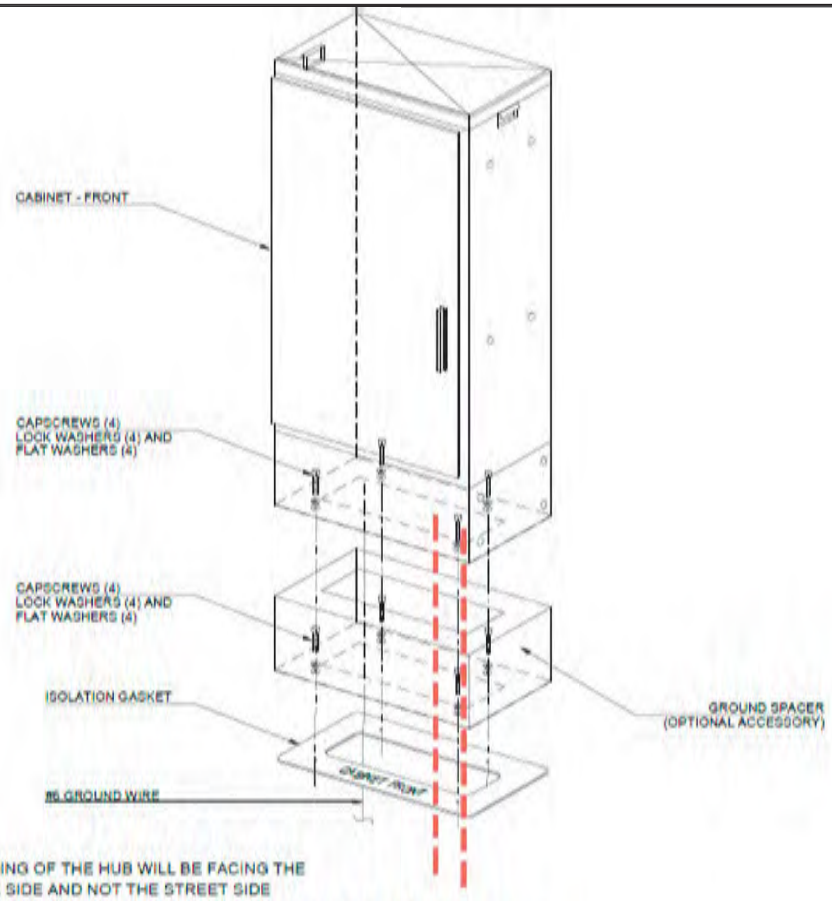
JENSEN PRECAST

Frontier COMMUNICATIONS

JOB ID: 5312634 H3003	DATE: 10/12/22
TITLE: CONDUIT DESIGN	
STREET ADDRESS:	
CITY/STATE: BUDA, TX	
FTR ENGINEER: XXX	
FTR INSPECTOR:	
LUCK GROVE TELECOM, INC.	DRAWN BY: XXX
	EST. #:
	SHEET #: DTL 1



TYPICAL 3'x3' DISTRIBUTION TUB

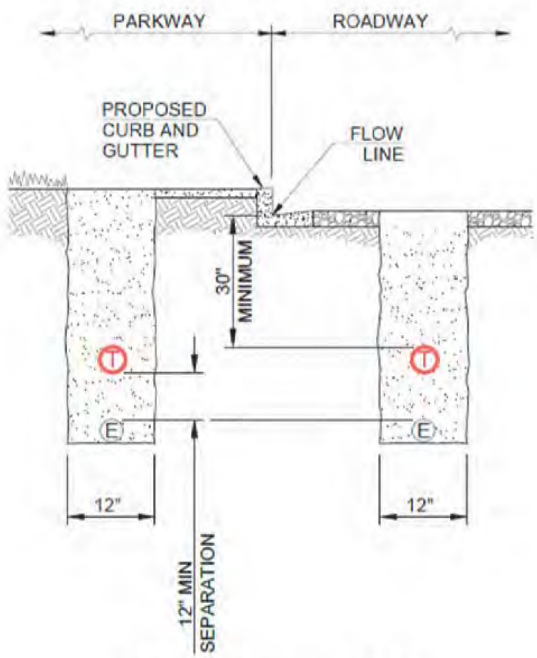


THE OPENING OF THE HUB WILL BE FACING THE SIDEWALK SIDE AND NOT THE STREET SIDE

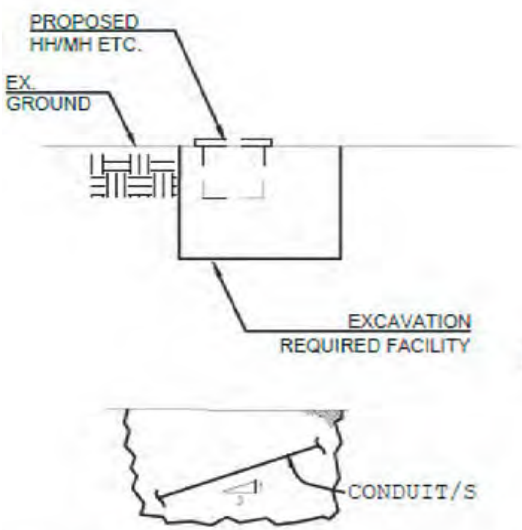
GENERATION III
FIBER DISTRIBUTION HUB

Frontier COMMUNICATIONS

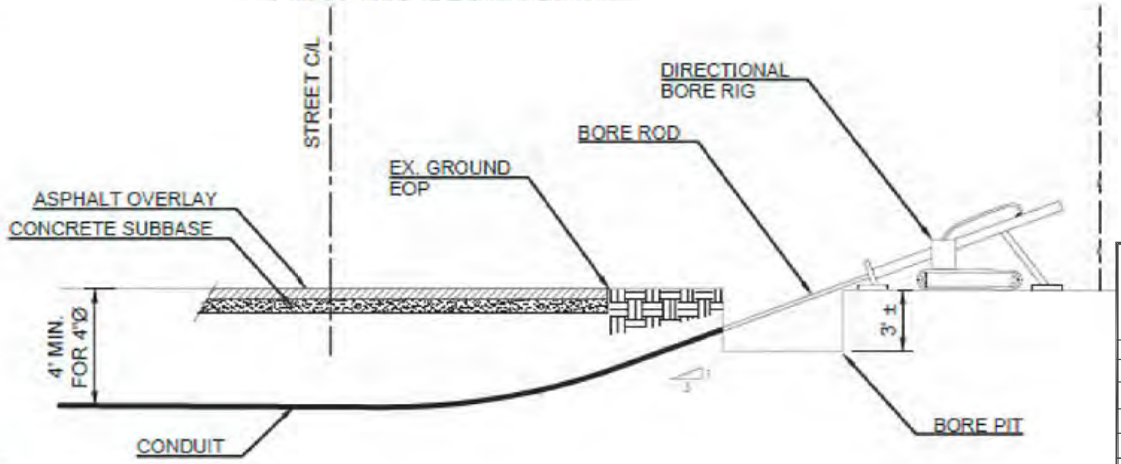
JOB ID: 5312634 H3003	DATE: 10/12/22
TITLE: CONDUIT DESIGN	
STREET ADDRESS:	
CITY/STATE: BUDA, TX	
FTR ENGINEER: XXX	
FTR INSPECTOR:	
LUCK GROVE TELECOM INC	DRAWN BY: XXX
	EST. #:
	SHEET #: DTL 1



PUBLIC R/W TRENCH DETAIL



MINIMUM SLOPE 12" FOR BURIED CONDUIT



DIRECTIONAL BORE DETAILS

Frontier COMMUNICATIONS

JOB ID: 5312634 H3003	DATE: 10/12/22
TITLE: CONDUIT DESIGN	
STREET ADDRESS:	
CITY/STATE: BUDA, TX	
FTR ENGINEER: XXX	
FTR INSPECTOR:	
LUCK GROVE TELECOM INC.	DRAWN BY: XXX
	EST. #:
	SHEET #: DTL 2

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 11/23/2022 .

Utility Company Information:

Name: Frontier Communications
Address: 7979 N Belt Line Rd Irving TX
Phone:
Contact Name: Brandon Leal

Engineer / Contractor Information:

Name: SDT Solutions, LLC
Address: 5535 Airport Fwy Suite B Haltom City TX 76117
Phone:
Contact Name: Bert Colon

Hays County Information:

Utility Permit Number: TRN-2022-5481-UTL
Type of Utility Service: FIBER OPTIC
Project Description:
Road Name(s): MARCH LN, DIAMOND CV, HERON DR, PAINTED DESERT LN, ANTELOPE PLAINS RD, ETC., , ,
Subdivision:
Commissioner Precinct: 2

What type of cut(s) will you be using ? ☒ Boring ☐ Trenching ☐ Overhead ☐ N/A

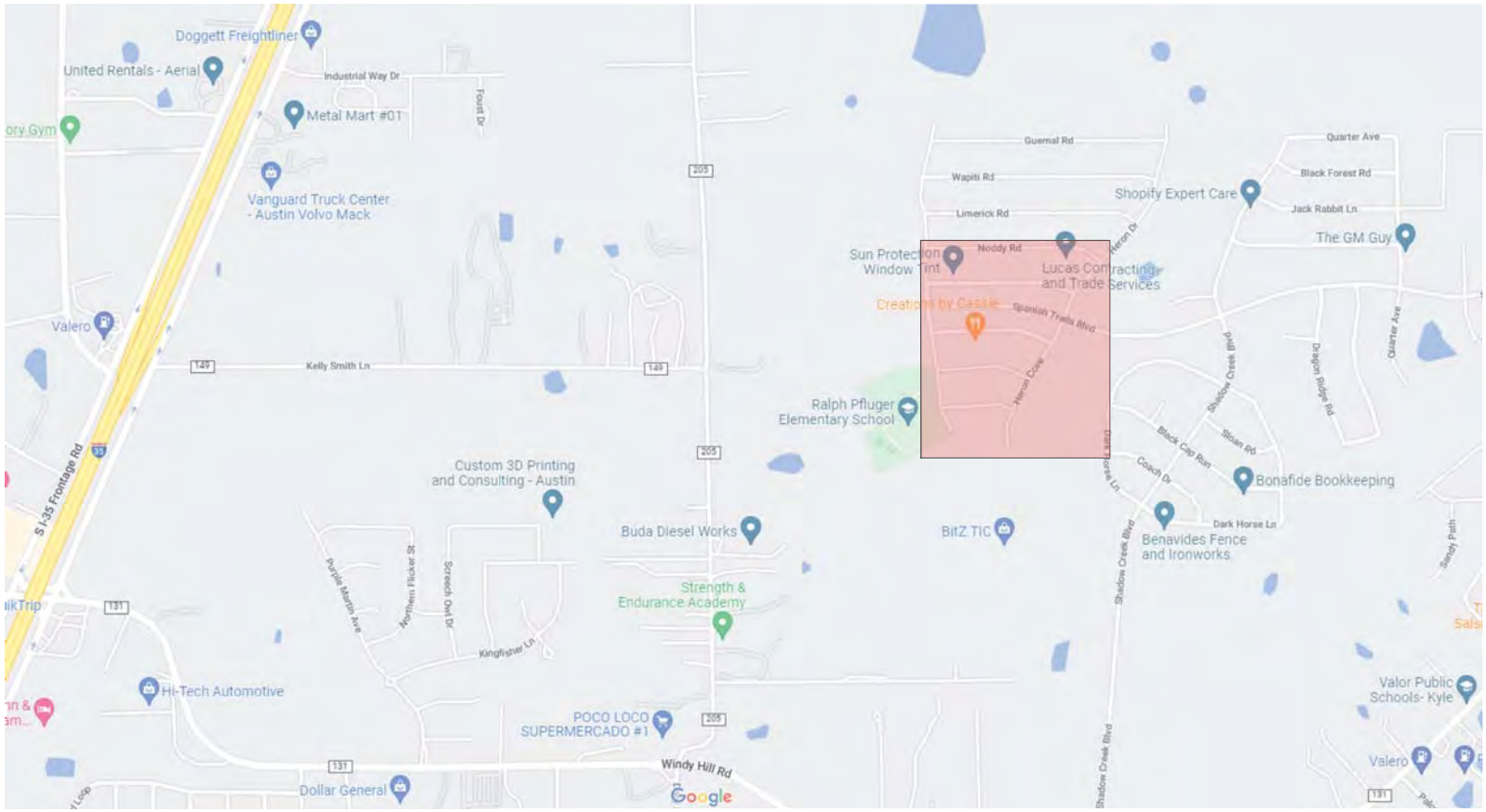
Authorization by Hays County Transportation Department
The above-mentioned permit was approved in Hays County Commissioners Court on .

11/30/2022

Signature | Title | Date

CONDUIT DESIGN

FTTH H3003



PROJECT TOTALS

PICKUP POINT: FRONTIER HUB H3003

PATH LENGTH: 2" BORE FOR 7,450'
4" BORE FOR 3,728'

MATERIALS:
- 11,178' OF 1.25" HDPE
- (45) 17"X30" HANDHOLES
- (3) 24"X36" HANDHOLES
- (38) 30"X48" HANDHOLES
- (55) FLOWERPOTS
- (1) 3'X3' HUB H3003

SHEET INDEX
- CVR-COVER
- 1-2 GENERAL NOTES
- C.O.B. GEN NOTES
- ESC NOTES
- CONTACT SHEET
- TCP
- DTL-DETAIL
- 1-4 CONDUIT DESIGN
- 1-2 ROAD CROSS SECTION

N

CITY OF BUDA ENGINEERING DEPARTMENT

SIGNATURE

Frontier COMMUNICATIONS

JOB ID: 5312634 H3003	DATE: 10/11/22
TITLE: COVER	
STREET ADDRESS:	
CITY/STATE: BUDA, TX	
FTR ENGINEER: XXX	
FTR INSPECTOR:	
LUCK GROVE TELECOM INC	DRAWN BY: XXX
	EST. #: / SHEET #: CVR

Texas 811

VICINITY MAP

VICINITY MAP - SHEET LAYOUT

PROPOSED WORK LOCATIONS

SHEET 1:
-HERON COVE
-MARSH LANE
-DIAMONDBACK COVE
-PAINTED DESERT LANE

SHEET 2:
-HERON COVE
-MARSH LANE
-ANTELOPE PLAINS ROAD
-SPANISH TRAILS BOULEVARD

SHEET 3:
-MARSH LANE
-SPANISH TRAILS BOULEVARD
-KING RIDGE DRIVE
-NODDY ROAD

SHEET 4:
-HERON DRIVE
-SPANISH TRAILS BOULEVARD
-KING RIDGE DRIVE
-NODDY ROAD

N

Frontier COMMUNICATIONS

JOB ID: 5312634 H3003	DATE: 10/12/22
TITLE: PLAN	
STREET ADDRESS:	
CITY/STATE: BUDA, TX	
FTR ENGINEER: XXX	
FTR INSPECTOR:	
LUCK GROVE TELECOM INC	DRAWN BY: XXX
	EST. #:
	SHEET #: PLAN SHEET

Texas 811

GENERAL NOTES

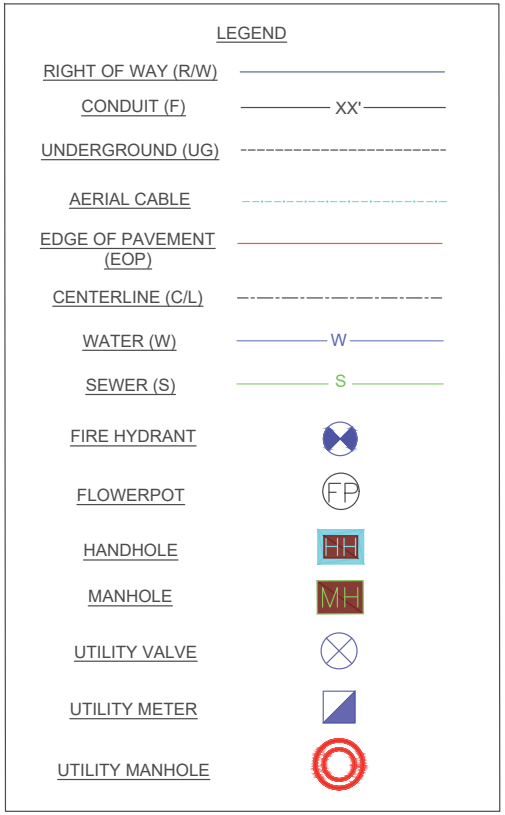
FRONTIER COMMUNICATIONS
CONSTRUCTION SPECIFICATIONS

- Contact Frontier Engineer sixty (60) days prior to need of service in order to confirm compliance, order materials, and schedule work forces.
- FRONTIER COMMUNICATIONS, INCORPORATED RESERVES THE RIGHT TO REFUSE ANY CONDUIT, PULL BOXES, MANHOLES, OR UTILITY BOXES THAT DEVIATED FROM PLANS AND SPECIFICATIONS.
- CHANGES OR DEVIATIONS FROM THIS PLAN MUST BE APPROVED BY FRONTIER.
- CONTACT THE FRONTIER INSPECTOR 48 HOURS BEFORE TRENCHING AND UPON COMPLETION OF YOUR SUBSTRUCTURES TO SCHEDULE THE FINAL INSPECTION.
- FRONTIER INSPECTOR SHALL BE PRESENT ON SITE WHEN CONTRACTOR NEEDS TO ACCESS ANY FRONTIER FACILITY.
- All conduit risers bends to have a minimum thirty-six (36) inch radius.
- All horizontal ninety degree bends (90°) shall have a radius of not less than 12.5 feet and all vertical ninety degree bends (90°) shall have a radius of not less than three feet. No more than two (2) ninety degree (90°) horizontal bends shall be placed in any single run unless otherwise specified. Contact Frontier engineer concerning any required deviations.
- All conduit must be proven using a mandrel no less than ½” smaller than the conduit to be accepted. Mule tape shall be placed in all conduits proven. Wall to wall measurements must be taken with a mule tape.
- Accurate AS-BUILTS shall be provided to the Frontier inspector assigned to this project. AS-BUILTS shall include conduit section measurements, wall to wall footages, stations and offsets of AS-BUILT Frontier structures, and the cover to the top of the Frontier underground structure placed. Copy of the AS-BUILT conduit work order must be provided to the Frontier inspector assigned to your project.
- Contact MTCS 909-798-4400 at the inspection office for coordination of inspection
- Place temporary conduit cap on end of all conduits terminated outside of a building.
- Place temporary conduit caps on all conduit ends exposed during construction to prevent dirt and debris from entering conduit.
- Place temporary conduit caps on all exposed conduit ends at end of each work day.
- Minimum separation from other utilities shall be a minimum of 12”. Conduit placed in same trench with primary power conduit must be separated by no less than twelve inches (12”) of well-packed sand or three inches (3”) of concrete. Minimum cover shall be no less than thirty (30”) inches measured from the final grade of the street flow line to the top of Frontier structure unless noted otherwise. Ducts placed in the driven portion of the roadway must have no less than 48 inches (48”) of cover to top of pipe measured at flow line of roadway.
- Frontier will not install cables not contained in conduit.
- Provide source of ground at the telephone backboard location: (1) #6 insulated copper wire (solid preferred) to power system ground. - (1) #6 insulated copper wire (solid preferred) to metallic structure such as UFER ground or building steel. - (1) #6 insulated copper wire (solid preferred) to metallic water pipe bonded to previously described permanent metallic structure. Leave adequate wire to extend six feet beyond the base of backboard. NOTE: THE FOLLOWING MUST NOT BE USED FOR GROUND SOURCES: ROOF TRUSSES, FLOOR JOINTS, BRACES, SPRINKLER SYSTEM PIPES, METAL ELECTRICAL DISTRIBUTION CONDUIT, AND HORIZONTAL STEEL MEMBERS LESS THAN ⅜” THICK.
- Provide cable racking and pulling irons as described in attachments.
- Three to six weeks will be needed from the date of final inspection for Frontier to start placing facilities. All paperwork and easements must also be completed, if applicable.
- Manholes to be adjusted to final grade as shown on the approved grading plan.
- Actual footages of conduit are needed to order materials.

GENERAL NOTES CONTINUED

GENERAL NOTES:

1. ALL INSTALLATION WILL BE DONE SO BY DIRECTIONAL BORE ONLY AND NO UNNECESSARY PAVE CUTS WILL BE MADE.
2. UTILITIES SHOWN LOCATED BY RECORD MAPS/FIELD OBSERVATIONS. EXACT LOCATIONS TO BE VERIFIED BEFORE CONSTRUCTION BEGINS.
3. ALL PROPOSED FACILITIES SHALL BE PLACED OUTSIDE EDGE OF PAVEMENT.
4. PLACE ALL HDPE PARALLEL DUCT AT A RUNNING ALIGNMENT OF 5FT FROM RIGHT OF WAY (R/W), UNLESS STATED OTHERWISE.
5. ALL PARALLEL DUCT WILL REMAIN DISTANCE OF 3FT OR GREATER FROM PRE-EXISTING UTILITIES.
6. ALL UTILITY MEASUREMENTS WILL BE RECORDED AS DISTANCE FROM EDGE OF PAVEMENT UNLESS OTHERWISE SPECIFIED.
7. ALL WORK SHALL CONFORM WITH CITY OF BUDA 2017 UNIFIED DEVELOPMENT CODE (THE "UDC") SUBSECTION 4.04.01 FOR "TREE PRESERVATION AND MITIGATION" **WHEN APPLICABLE TO BUILD LOCATION**.



CITY OF BUDA GENERAL CONSTRUCTION NOTES

1. ALL RESPONSIBILITY FOR THE ADEQUACY OF THESE PLANS REMAINS WITH THE ENGINEER WHO PREPARED THEM. IN REVIEWING THESE PLANS, THE CITY OF BUDA MUST RELY ON THE ADEQUACY OF THE WORK OF THE DESIGN ENGINEER.

2. THESE PLANS, PREPARED BY THE CITY OF BUDA DO NOT EXTEND TO OR INCLUDE DESIGNS OR SYSTEMS PERTAINING TO THE SAFETY OF THE CONSTRUCTION CONTRACTOR OR ITS EMPLOYEES, AGENTS, OR REPRESENTATIVES IN THE PERFORMANCE OF THE WORK. THE SEAL OF THE REGISTERED ENGINEER(S) HEREON DOES NOT EXTEND TO ANY SUCH SAFETY SYSTEMS HAT MAY NOR OR HEREAFTER BE INCORPORATED INTO THESE PLANS.

3. CONTRACTOR SHALL CONTACT THE CITY OF BUDA'S ENGINEER (512-312-0084) A MINIMUM OF TWO WORKING DAYS IN ADVANCE OF BLOCKING TRAFFIC LANES AND A MINIMUM OF SIX WORKING DAYS IN ADVANCE OF SCHEDULED DETOURING OF TRAFFIC LANES.

4. CONTRACTOR TO GIVE NOTICE TO ALL AUTHORIZED INSPECTORS, SUPERINTENDENTS, OR PERSONS IN CHARGE OF PRIVATE AND PUBLIC UTILITIES AFFECTED BY HIS OPERATIONS PRIOR TO COMMENCEMENT OF WORK. CONTRACTOR TO ASSURE HIMSELF THAT ALL CONSTRUCTION PERMITS HAVE BEEN OBTAINED PRIOR TO COMMENCEMENT OF WORK. REQUIRED PERMITS THAT CAN BE ISSUED TO CONTRACTOR TO BE OBTAINED AT HIS EXPENSE.

5. CONTRACTOR TO COORDINATE INTERRUPTIONS OF ALL UTILITIES AND SERVICES. ALL WORK TO BE IN ACCORDANCE WITH THE REQUIREMENTS OF THE APPLICABLE UTILITY COMPANY OR AGENCY INVOLVED.

6. CONTRACTOR TO LOCATE, PROTECT, AND MAINTAIN BENCHMARKS, MONUMENTS, CONTROL POINTS, AND PROJECT ENGINEERING REFERENCE POINT, REESTABLISH DISTURBED OR DESTROYED ITEMS BY REGISTERED PUBLIC LAND SURVEYOR IN THE STATE OF TEXAS, AT NO ADDITIONAL COST TO OWNER.

7. CONTRACTOR TO CONTROL DUST CAUSED BY THE WORK AND COMPLY WITH POLLUTION CONTROL REGULATIONS OF GOVERNING AUTHORITIES. DUST CONTROL SHALL BE ACHIEVED BY THE APPLICATION OF WATER BY AN APPROVED SPRINKLER IN AMOUNTS SUFFICIENT TO CONTROL THE DUST TO THE SATISFACTION OF THE ENGINEER (NO SEPARATE PAY).

8. BURNING IS NOT ALLOWED ON THIS PROJECT.

9. DEMOLITION PERMITS (IF NEEDED) ARE TO BE OBTAINED BY THE CONTRACTOR.

10. ACQUISITION OF RIGHT OF WAY AND/OR EASEMENT IS THE RESPONSIBILITY OF THE CITY OF BUDA.

11. THE CONTRACTOR IS TO OBTAIN PERMIT PRIOR TO PERFORMING ANY WORK IN THE PUBLIC RIGHT-OF-WAY.

12. CONTRACTOR SHALL REPAIR ALL STREET CROSSINGS, DRIVEWAYS AND DITCHES TO THEIR ORIGINAL CONDITION OR BETTER. STREET CROSSINGS SHALL BE REPAIRED WITHIN 10 WORKING DAYS AFTER CROSSING IS MADE, UNLESS PRIOR APPROVAL IS OBTAINED TO THE CONTRARY.

13. ALL DAMAGE CAUSED DIRECTLY OR INDIRECTLY TO THE STREET SURFACE OR SUBSURFACE OUTSIDE OF THE PAVEMENT CUT AREA SHALL BE REGARDED AS PART OF THE STREET CUT REPAIR. THIS INCLUDES ANY SCRAPES, GOUGES, CUTS, CRACKING, DEPRESSIONS AND/OR ANY OTHER DAMAGE CAUSED BY THE CONTRACTOR DURING THE EXECUTION OF THE WORK. THESE AREAS WILL BE INCLUDED IN THE TOTAL AREA OF REPAIR. THE AREAS OF REPAIR SHALL BE SAW CUT IN STRAIGHT, NEAT LINES PARALLEL TO THE UTILITY TRENCH. ALL REPAIRS SHALL BE AT THE CONTRACTOR'S EXPENSE AND SHALL MEET ALL CITY TESTING REQUIREMENTS AND SPECIFICATIONS.

14. ALL CONSTRUCTION OPERATIONS SHALL BE ACCOMPLISHED IN ACCORDANCE WITH APPLICABLE REGULATION OF THE UNITED STATES OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION. (OSHA STANDARDS MAY BE PURCHASED FROM THE GOVERNMENTS PRINTING OFFICE; INFORMATION AND RELATED REFERENCE MATERIALS MAY BE PURCHASED FROM OSHA, 611 EAST 6TH STREET, ASUTIN, TX.)

15. ALL SITE WORK MUST ALSO COMPLY WITH ENVIRONMENTAL REQUIREMENTS.

16. THROUGHOUT THE CONSTRUCTION, AND AT THE COMPLETION OF THE CONSTRUCTION, THE CONTRACTOR IS TO ENSURE THAT DRAINAGE OF STORM WATER RUNOFF IS NOT BLOCKED.

17. ALL EXCESS EXCAVATED MATERIAL AND SOIL IS TO BECOME PROPERTY OF CONTRACTOR AND TO BE REMOVED FROM SITE. (NO SEPARATE PAY.)

18. ALL CULVERTS REMOVED FROM CONSTRUCTION SHALL BE REPLACED TO ORIGINAL GRADE; ROAD DITCH SHALL BE GRADED TO PROVIDE FOR AN EVEN GRADE AND SECTION BETWEEN EXISTING CULVERTS. ALL CULVERTS SHALL BE CLEAN AND FREE OF DEBRIS DURING AND AFTER CONSTRUCTION.

19. THE CONTRACTOR IS SPECIFICALLY CAUTIONED THAT THE LOCATION AND/OR ELEVATION OF EXISTING UTILITIES AS SHOWN ON THESE PLANS IS BASED ON RECORDS OF THE CITY OF BUDA AND, WHERE POSSIBLE, MEASUREMENTS TAKEN IN THE FIELD. THE INFORMATION IS NOT TO BE RELIED ON AS BEING EXACT OR COMPLETE. THE CONTRACTOR MUST CALL THE APPROPRIATE UTILITY COMPANY AT LEAST 48 HOURS BEFORE ANY EXCAVATION TO REQUEST EXACT FIELD LOCATION OF UTILITIES. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO RELOCATE ALL EXISTING UTILITIES WHICH CONFLICT WITH THE PROPOSED IMPROVEMENTS SHOWN ON THE PLANS AND TO VERIFY THE EXACT LOCATION OF ALL EXISTING UTILITIES PRIOR TO THE COMMENCEMENT OF CONSTRUCTION ACTIVITIES.

20. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL DAMAGE TO PRIVATE PROPERTY, WHICH OCCURRED AS A RESULT OF ANY PORTION OF THIS PROJECT. ANY DAMAGE TO PRIVATE PROPERTY SHALL BE REPAIRED TO EQUAL OR BETTER CONDITION. THE CONTRACTOR SHALL COORDINATE ALL REPAIRS TO PRIVATE PROPERTY WITH THE PROPERTY OWNER. CONTRACTOR SHALL PAY AND/OR SETTLE WITH PRIVATE PROPERTY OWNER FOR ALL COSTS RELATED TO ANY DAMAGE. THE CITY OF BUDA WILL NOT PROVIDE SEPARATE PAY FOR REPAIR OF ANY DAMAGES, REIMBURSEMENTS OR SETTLEMENTS.

CITY OF BUDA EROSION AND SEDIMENTATION CONTROL NOTES

1. THE CONTRACTOR SHALL INSTALL EROSION/SEDIMENTATION CONTROLS AND TREE/NATURAL AREA PROTECTIVE FENCING PRIOR TO ANY SITE PREPARATION WORK (CLEARING, GRUBBING OR EXCAVATION).

2. THE PLACEMENT OF EROSION/SEDIMENTATION CONTROLS SHALL BE IN ACCORDANCE WITH THE CITY OF AUSTIN'S ENVIRONMENTAL CRITERIA MANUAL AS ADOPTED BY THE CITY OF BUDA.

3. TREES DO NOT EXIST WITHIN THE PROJECT LIMITS, AND TREE PROTECTION WILL NOT BE REQUIRED.

4. A PRE-CONSTRUCTION CONFERENCE SHALL BE HELD WITH THE CONTRACTOR, DESIGN ENGINEER/PERMIT APPLICANT AND INSPECTOR AFTER INSTALLATION OF THE EROSION/SEDIMENTATION CONTROLS AND TREE/NATURAL AREA PROTECTION MEASURES AND PRIOR TO BEGINNING ANY SITE PREPARATION WORK. THE CONTRACTOR SHALL NOTIFY THE CITY OF BUDA ENGINEERING DEPARTMENT, 312-0084, AT LEAST THREE DAYS PRIOR TO THE MEETING DATE.

5. ANY MAJOR VARIATION IN MATERIALS OR LOCATIONS OF CONTROLS OR FENCES FROM THOSE SHOWN ON THE APPROVED PLANS WILL REQUIRE A REVISION AND MUST BE APPROVED BY THE REVIEWING ENGINEER, ENVIRONMENTAL SPECIALIST OR CITY ARBORIST AS APPROPRIATE. MINOR CHANGES TO BE MADE AS FIELD REVISIONS TO THE PLAN MAY BE REQUIRED BY THE INSPECTOR DURING THE COURSE OF CONSTRUCTION TO CORRECT CONTROL INADEQUACIES.

6. THE CONTRACTOR IS REQUIRED TO INSPECT THE CONTROLS AND FENCES AT WEEKLY INTERVALS AND AFTER SIGNIFICANT RAINFALL EVENTS TO INSURE THAT THEY ARE FUNCTIONING PROPERLY. THE PERSON(S) RESPONSIBLE FOR THE MAINTENANCE OF CONTROLS AND FENCES SHALL IMMEDIATELY MAKE ANY NECESSARY REPAIRS TO DAMAGED AREAS. SILT ACCUMULATION AT CONTROLS MUST BE REMOVED WHEN THE DEPTH REACHED SIX (6) INCHES.

PERMANENT EROSION CONTROL:

1. ALL DISTURBED AREAS SHALL BE RESTORED AS NOTED BELOW. A MINIMUM OF FOUR INCHES OF TOPSOIL SHALL BE PLACED IN ALL DRAINAGE CHANNELS (EXCEPT ROCK) AND BETWEEN THE CURB AND RIGHT-OF-WAY LINE.

2. THE SEEDING FOR PERMANENT EROSION CONTROL SHALL BE AS SPECIFIED IN THE CITY OF AUSTIN STANDARD SPECIFICATION 604S, AS ADOPTED BY THE CITY OF BUDA.

DUST CONTROL:

1. DUST CONTROL METHODS ARE REQUIRED AS PER CITY OF AUSTIN'S ENVIRONMENTAL CRITERIA MANUAL SECTION 1.4.5.D AS ADOPTED BY THE CITY OF BUDA.

CONTACTS

NORTH TEXAS

SR MANAGER: STEPHEN HIGGINS

COORDINATOR: GREG HAMMONS (BLUESTREAK, ERVIN CABLE, FUTURE)
CMIII: CORY WEAVER (FUTURE)
CMIII: BRANDON LEAL (BLUESTREAK, ERVIN CABLE)

SOUTH TEXAS

SR MANAGER: ANDY CRENSHAW

COORDINATOR: JOSH MAY (HOUSLEY-COLLEGE STATION, BRYAN; SDT-AUSTIN; FUTURE-AUSTIN) **(979) 402-7446**
CMIII: JOSEPH JARMUSCH, **(956) 328-6644**

COORDINATOR: STEVE CORTESE (HOUSLEY-SAN ANGELO, BROWNWOOD)
CMIII: MARKUS WATSON

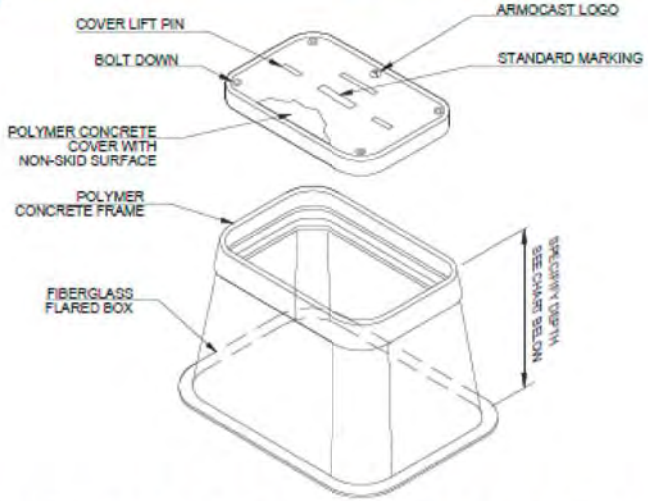
COORDINATOR: EDWARD WILLIAMS (FUTURE-GULF; HP-GULF; SDT-GULF; HOUSLEY-VALLEY)
CMIII: BRADLEY CONNER

24" x 36" FRP FLARED BOX ASSEMBLY

18" to 36" DEPTHS

FIBERGLASS — **ARMORCAST PRODUCTS COMPANY**

A6001974



24"W x 36"L FRP FLARED BOX ASSEMBLIES Specify Depth Below

DESCRIPTION	NOMINAL SIZE W x L x D	LOAD RATING	ANSI TIER	PART NUMBER	APPROX. WEIGHT	PALLET QTY.
Box & Cover Assembly	24" x 36" x 18"	10K	8	A6001974AX18	173 lbs.	5
	24" x 36" x 18"	20K	15	A6001974TAX18	242 lbs.	5
Box & Cover Assembly	24" x 36" x 24"	10K	8	A6001974AX24	174 lbs.	5
	24" x 36" x 24"	20K	15	A6001974TAX24	241 lbs.	5
Box & Cover Assembly	24" x 36" x 30"	10K	8	A6001974AX30	207 lbs.	5
	24" x 36" x 30"	20K	15	A6001974TAX30	276 lbs.	5
Box & Cover Assembly	24" x 36" x 36"	10K	8	A6001974AX36	210 lbs.	5
	24" x 36" x 36"	20K	15	A6001974TAX36	280 lbs.	5

COMPONENTS

DESCRIPTION	NOMINAL SIZE W x L x D	LOAD RATING	ANSI TIER	PART NUMBER	APPROX. WEIGHT	PALLET QTY.
Replacement Covers	24" x 36"	10K	8	A6001975	95 lbs.	20
	24" x 36"	20K	15	A6001975T	157 lbs.	20
Replacement Boxes	24" x 36" x 18"	10K / 20K	8/15	A6001974X18	78 lbs.	5
	24" x 36" x 24"	10K / 20K	8/15	A6001974X24	79 lbs.	5
	24" x 36" x 30"	10K / 20K	8/15	A6001974X30	112 lbs.	5
	24" x 36" x 36"	10K / 20K	8/15	A6001974X36	115 lbs.	5
Extensions 18" Boxes Only	24" x 36" x 8"	10K / 20K	8/15	A6001974EX8	50 lbs.	5
	24" x 36" x 16"	10K / 20K	8/15	A6001974EX16	62 lbs.	3

- Boxes are Open Bottom.
- For sizes not shown please contact Armorcast Products for more information

www.armorcastprod.com Tel: (818) 982-3600 Fax: (818) 982-7742

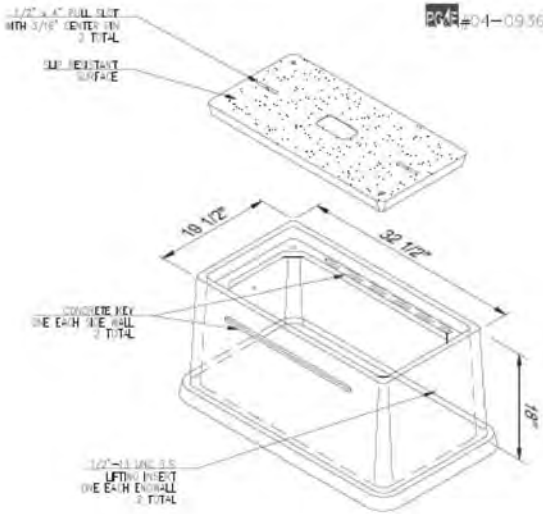
FIBERGLASS BOXES

17x30 HANDHOLE NON-CONCRETE

17"x30"x18"
(INSIDE DIMENSIONS).

PG&E APPROVED, POLYMER CONCRETE FRAME AND NON-SKID COVER FOR STRENGTH. "FRP" FIBERGLASS REINFORCED BODY FOR LIGHT WEIGHT. FLARED AT BASE TO PROVIDE ADDITIONAL WORK SPACE. MEETS ALL REQUIREMENTS OF W.U.C.

PG&E #04-0936



NOMINAL DIMENSIONS	PG&E CODE NO.	DESCRIPTION	APPROX. WT. LBS.
17"x30"x18"	04-0936	BOX AND COVER ASSEMBLY	184
17"x30"x18"	04-0928	BOX ONLY	132
17"x30"x3"	04-0117	3" EXTENSIONS	47
	04-3729	LID ONLY	52

DESIGN LOAD: STATIC DESIGN LOAD OF 8000 LBS OVER A 10" X 10" AREA.

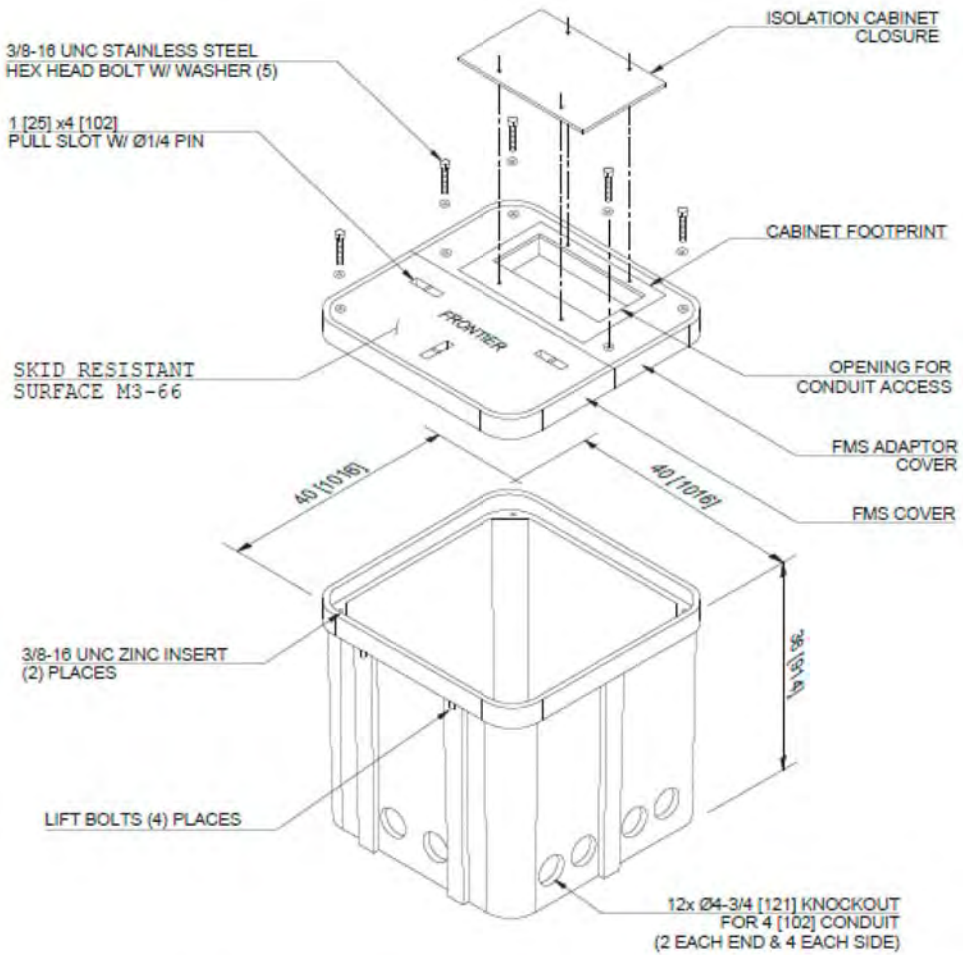
FOR COMPLETE DESIGN AND PRODUCT INFORMATION CONTACT JENSEN PRECAST.

4/26/06
© 2006 Jensen Precast

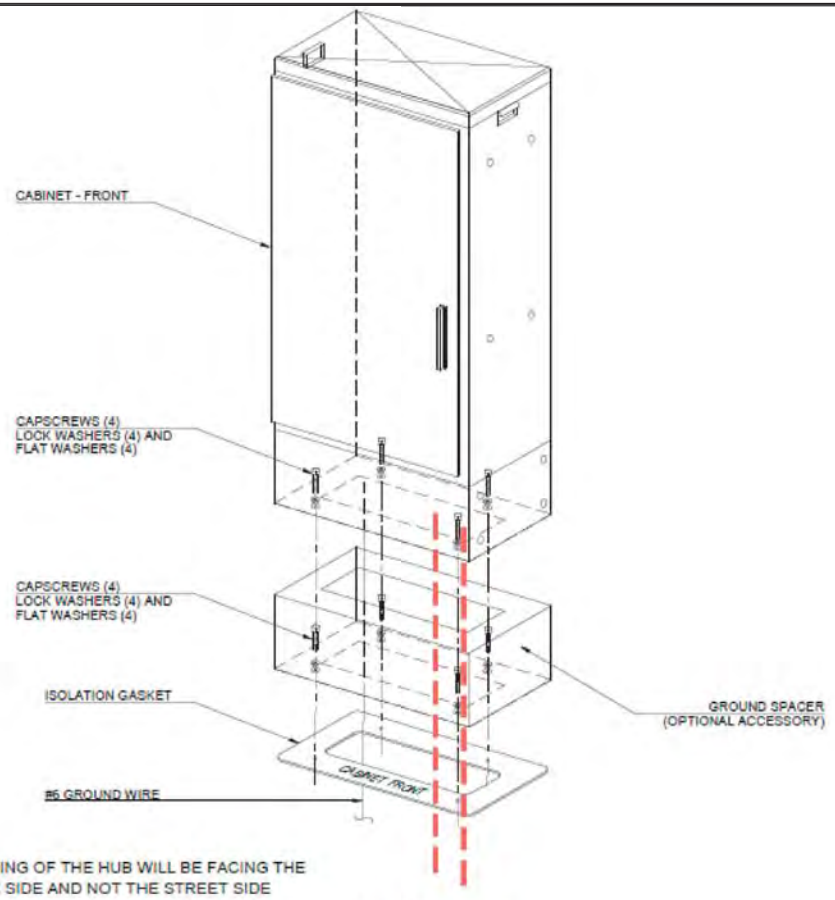
JENSEN PRECAST

Frontier COMMUNICATIONS

JOB ID: 5312634 H3003	DATE: 10/12/22
TITLE: CONDUIT DESIGN	
STREET ADDRESS:	
CITY/STATE: BUDA, TX	
FTR ENGINEER: XXX	
FTR INSPECTOR:	
LUCK GROVE TELECOM INC	DRAWN BY: XXX
	EST. #:
	SHEET #: DTL 1



TYPICAL 3'x3' DISTRIBUTION TUB

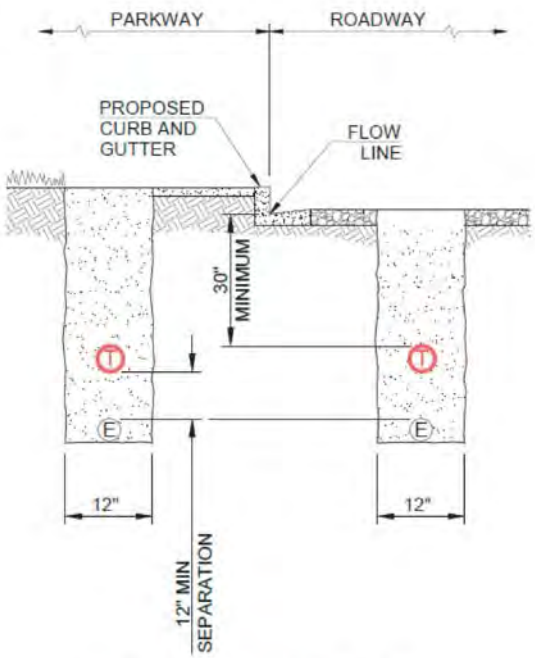


THE OPENING OF THE HUB WILL BE FACING THE SIDEWALK SIDE AND NOT THE STREET SIDE

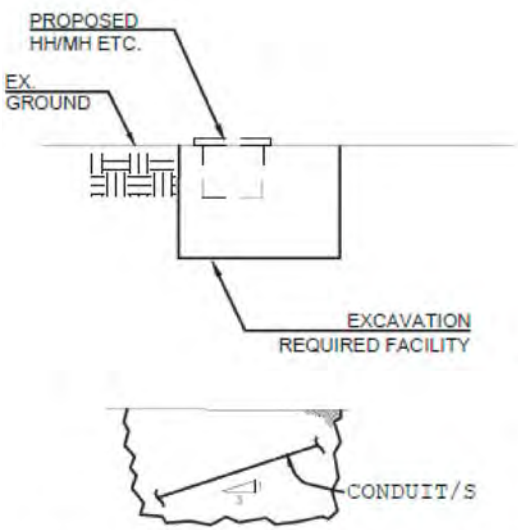
GENERATION III
FIBER DISTRIBUTION HUB

Frontier COMMUNICATIONS

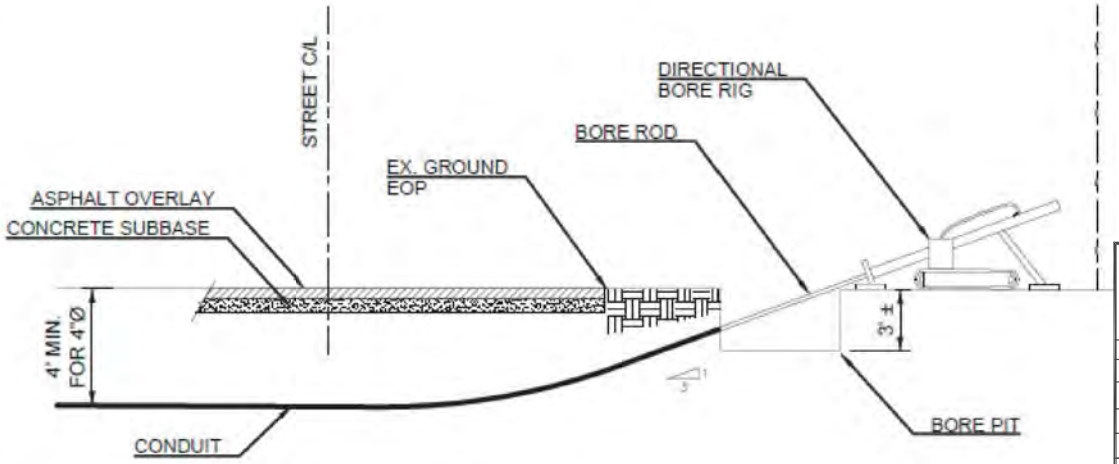
JOB ID: 5312634 H3003	DATE: 10/12/22
TITLE: CONDUIT DESIGN	
STREET ADDRESS:	
CITY/STATE: BUDA, TX	
FTR ENGINEER: XXX	
FTR INSPECTOR:	
LUCK GROVE TELECOM INC	DRAWN BY: XXX
	EST. #: / SHEET #: DTL 1



PUBLIC R/W TRENCH DETAIL



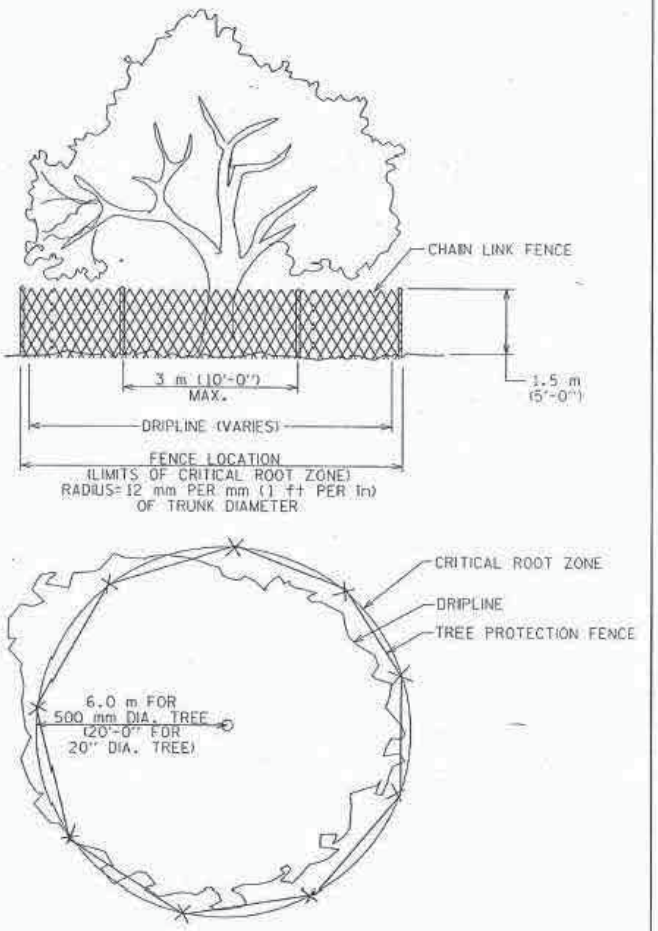
MINIMUM SLOPE 12" FOR BURIED CONDUIT



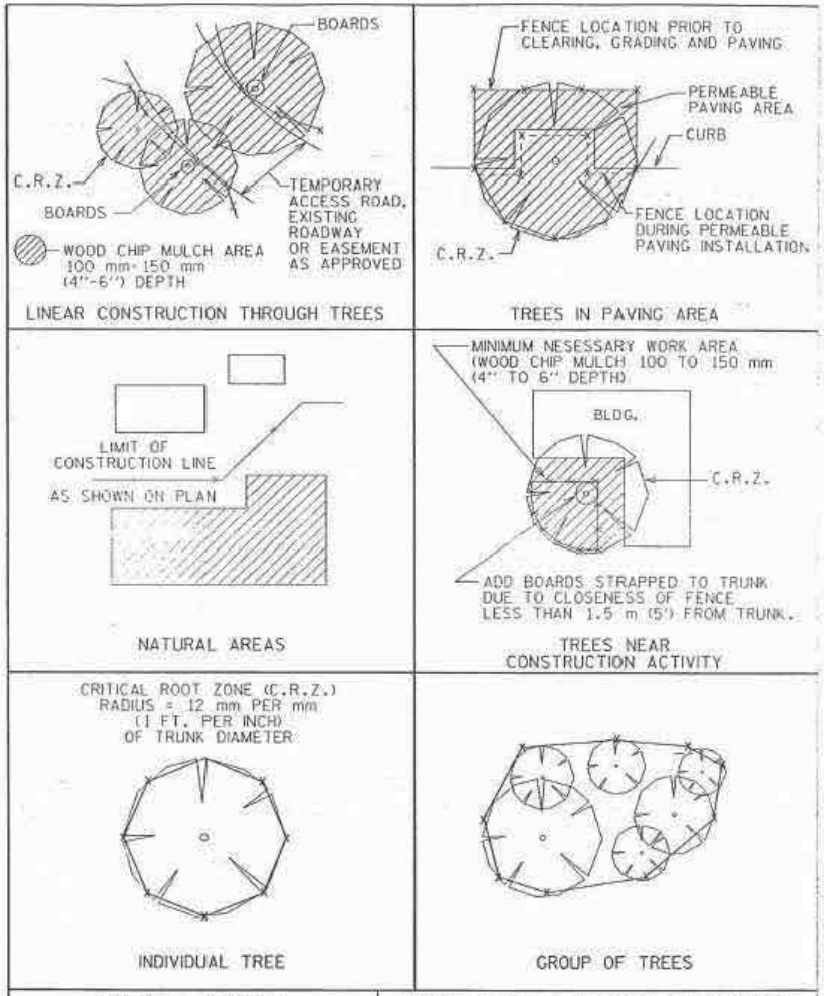
DIRECTIONAL BORE DETAILS

Frontier COMMUNICATIONS

JOB ID: 5312634 H3003	DATE: 10/12/22
TITLE: CONDUIT DESIGN	
STREET ADDRESS:	
CITY/STATE: BUDA, TX	
FTR ENGINEER: XXX	
FTR INSPECTOR:	
LUCK GROVE TELECOM INC	DRAWN BY: XXX
	EST. #:
	SHEET #: DTL 2



CITY OF AUSTIN WATERSHED PROTECTION DEPARTMENT	TREE PROPTECTION FENCE TYPE A - CHAIN LINK	
11/15/99 ADOPTED	THE ARCHITECT/ENGINEER ASSUMES RESPONSIBILITY FOR APPROPRIATE USE OF THIS STANDARD.	STANDARD NO. 610S-2

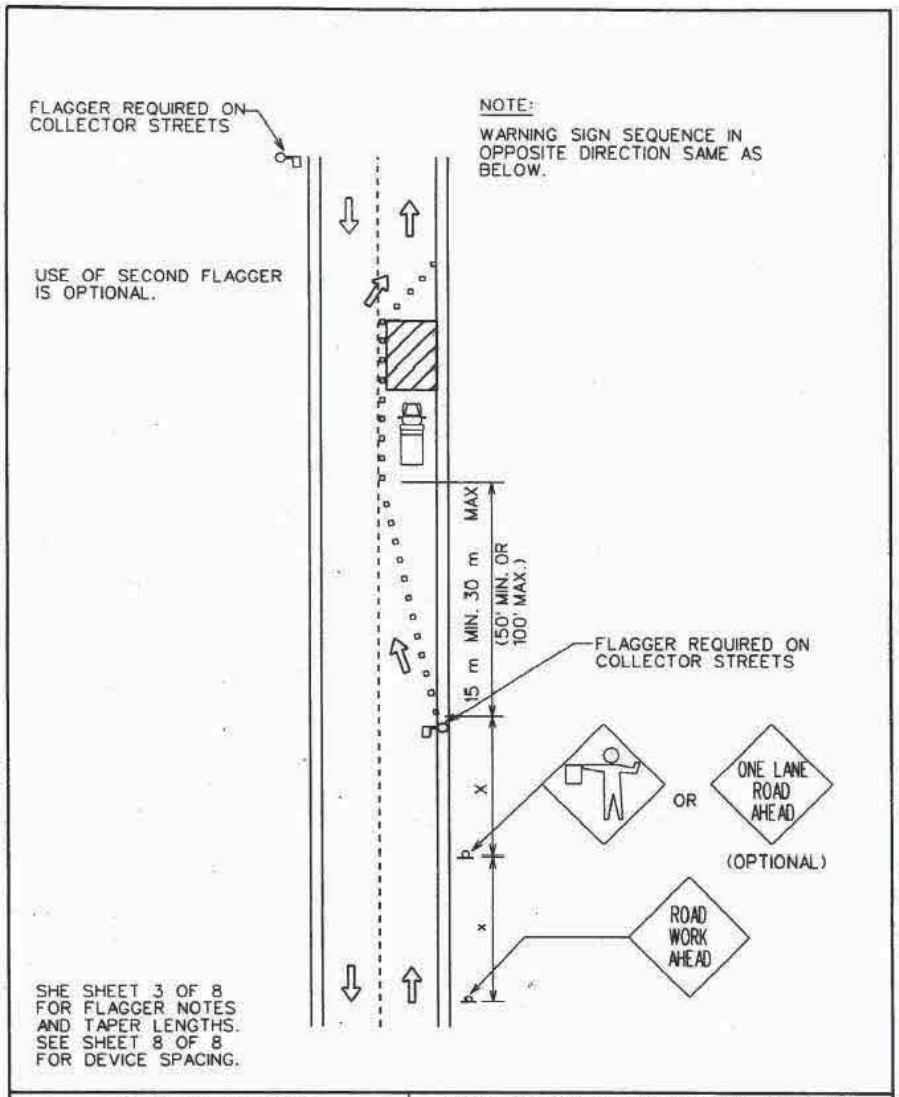


CITY OF AUSTIN WATERSHED PROTECTION DEPARTMENT	TREE PROTECTION FENCE LOCATIONS	
11/15/99 ADOPTED	THE ARCHITECT/ENGINEER ASSUMES RESPONSIBILITY FOR APPROPRIATE USE OF THIS STANDARD.	STANDARD NO. 610S-1

Frontier COMMUNICATIONS

JOB ID: 5312634 H3003	DATE: 10/12/22
TITLE: CONDUIT DESIGN	
STREET ADDRESS:	
CITY/STATE: BUDA, TX	
FTR ENGINEER: XXX	
FTR INSPECTOR:	
LUCK GROVE TELECOM INC	DRAWN BY: XXX
	EST. #:
	SHEET #: DTL 3

CITY OF AUSTIN TREE PROTECTION

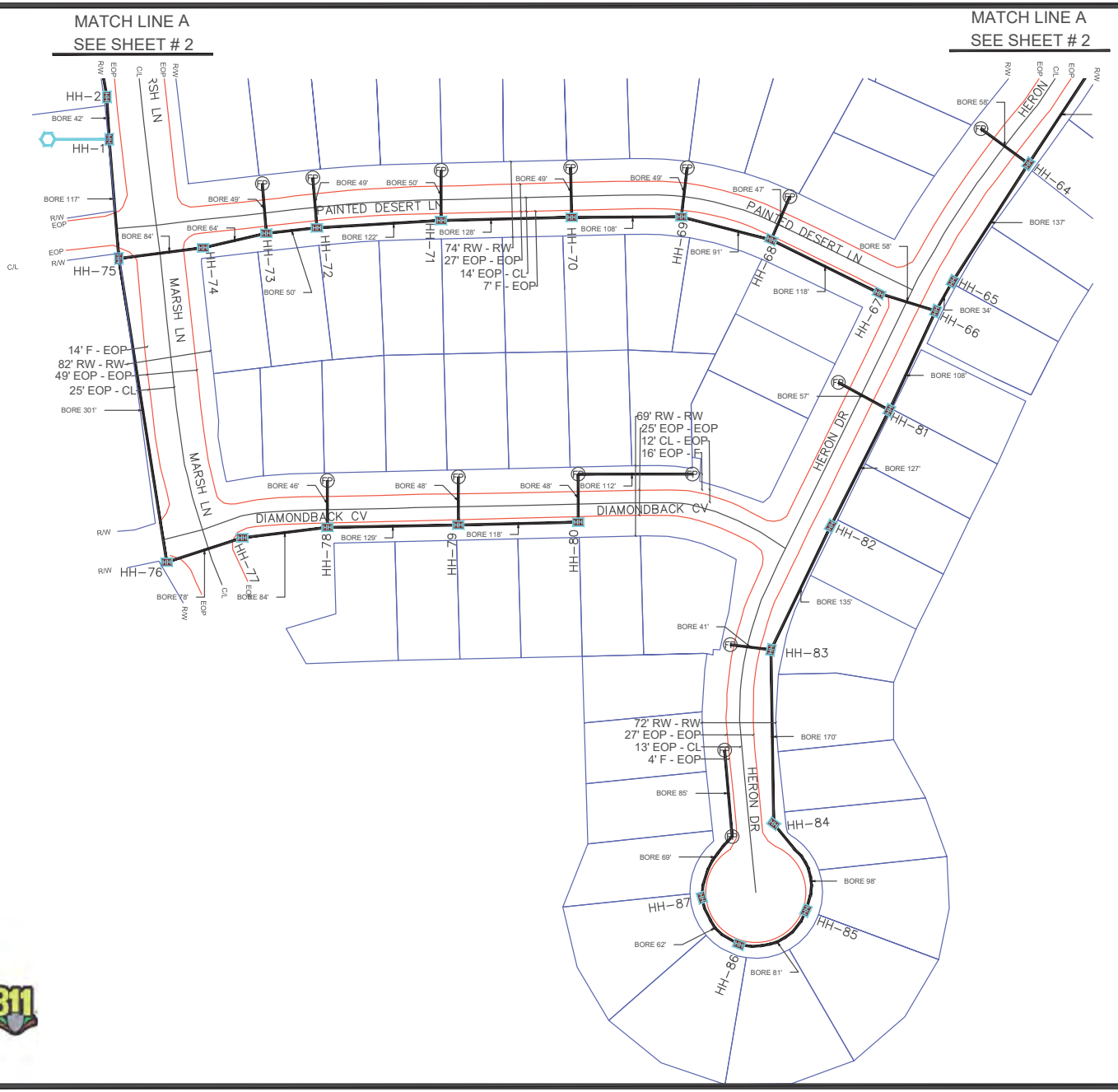


CITY OF AUSTIN DEPARTMENT OF PUBLIC WORKS	COLLECTOR / RESIDENTIAL STREET FLAGGING OPERATIONS	
Bill Gardner 3/13/06 ADOPTED	THE ARCHITECT/ENGINEER ASSUMES RESPONSIBILITY FOR APPROPRIATE USE OF THIS STANDARD.	STANDARD NO. 804S-2 1 OF 8

CITY OF AUSTIN TRAFFIC CONTROL DETAIL

Frontier COMMUNICATIONS

JOB ID: 5312634 H3003	DATE: 10/12/22
TITLE: CONDUIT DESIGN	
STREET ADDRESS:	
CITY/STATE: BUDA, TX	
FTR ENGINEER: XXX	
FTR INSPECTOR:	
LUCK GROVE TELECOM INC	DRAWN BY: XXX
	EST. #:
	SHEET #: DTL 4



LEGEND

- RIGHT OF WAY (R/W)
- CONDUIT (F)
- UNDERGROUND (UG)
- AERIAL CABLE
- EDGE OF PAVEMENT (EOP)
- CENTERLINE (C/L)
- WATER (W)
- SEWER (S)
- FIRE HYDRANT
- FLOWERPOT
- HANDHOLE
- MANHOLE
- UTILITY VALVE
- UTILITY METER
- UTILITY MANHOLE

AT HANDHOLE LOCATION 1:
DIG BORE PIT,
PLACE 3'x3' HANDHOLE

AT HANDHOLE LOCATIONS
64 - 75: DIG BORE PIT,
PLACE 30"x48" HANDHOLES

AT HANDHOLE LOCATIONS
2, 76 - 87: DIG BORE PIT,
PLACE 17"x30" HANDHOLES

AT ALL FLOWERPOT LOCATIONS:
DIG BORE PIT,
PLACE 11"X11"X13" FLOWERPOTS

N

SCALE: 1"=100'

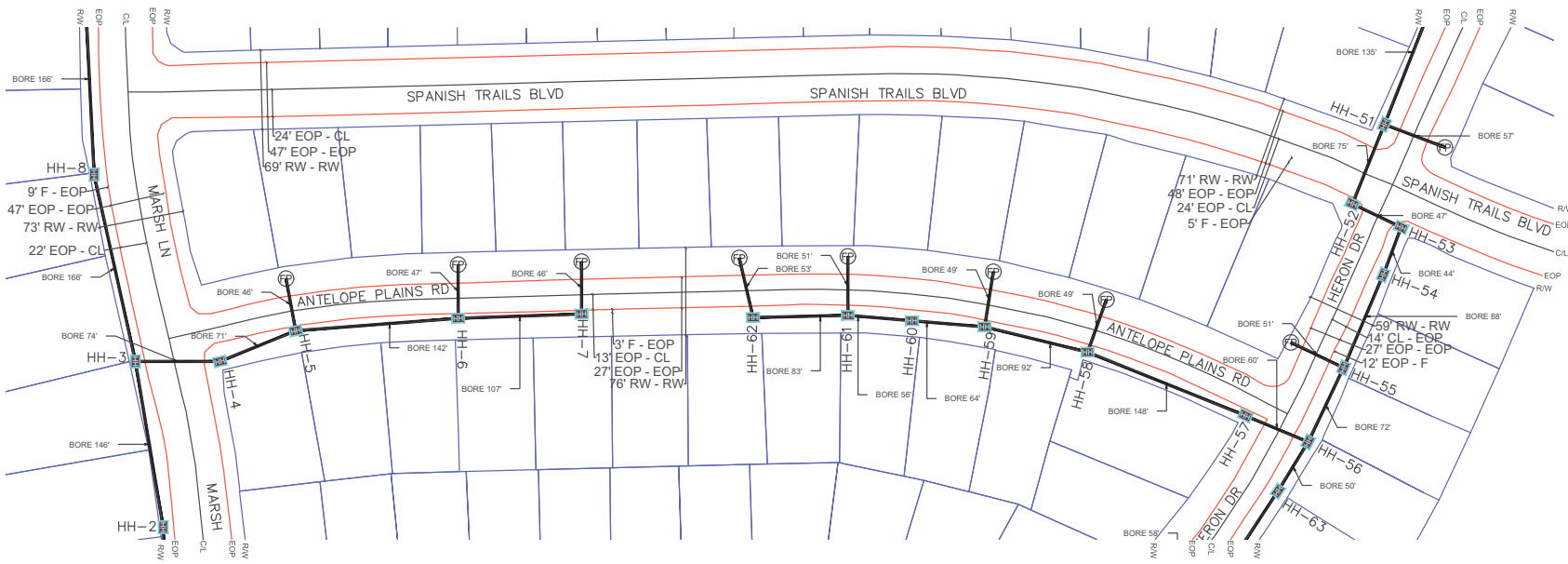
Frontier COMMUNICATIONS

JOB ID: 5312634 H3003	DATE: 10/12/22
TITLE: CONDUIT DESIGN	
STREET ADDRESS: HERON DR, DIAMONDBACK CV, MARSH LN, PAINTED DESERT LN	
CITY/STATE: BUDA, TX	
FTR ENGINEER: XXX	
FTR INSPECTOR:	
LUCK GROVE TELECOM INC	DRAWN BY: XXX
	EST. #: / SHEET #: 1

Texas 811

MATCH LINE B
SEE SHEET # 3

MATCH LINE C
SEE SHEET # 4



MATCH LINE A
SEE SHEET # 1

MATCH LINE A
SEE SHEET # 1

LEGEND

- RIGHT OF WAY (R/W)
- CONDUIT (F)
- UNDERGROUND (UG)
- AERIAL CABLE
- EDGE OF PAVEMENT (EOP)
- CENTERLINE (C/L)
- WATER (W)
- SEWER (S)
- FIRE HYDRANT
- FLOWERPOT
- HANDHOLE
- MANHOLE
- UTILITY VALVE
- UTILITY METER
- UTILITY MANHOLE

AT HANDHOLE LOCATION 3:
DIG BORE PIT,
PLACE 24"x36" HANDHOLE

AT HANDHOLE LOCATIONS
51 - 56, 58 & 63: DIG BORE PIT,
PLACE 30"x48" HANDHOLES

AT HANDHOLE LOCATIONS 2,
4 - 8, 57, 59 - 62: DIG BORE PIT,
PLACE 17"x30" HANDHOLES

AT ALL FLOWERPOT LOCATIONS:
DIG BORE PIT,
PLACE 11"X11"X13" FLOWERPOTS

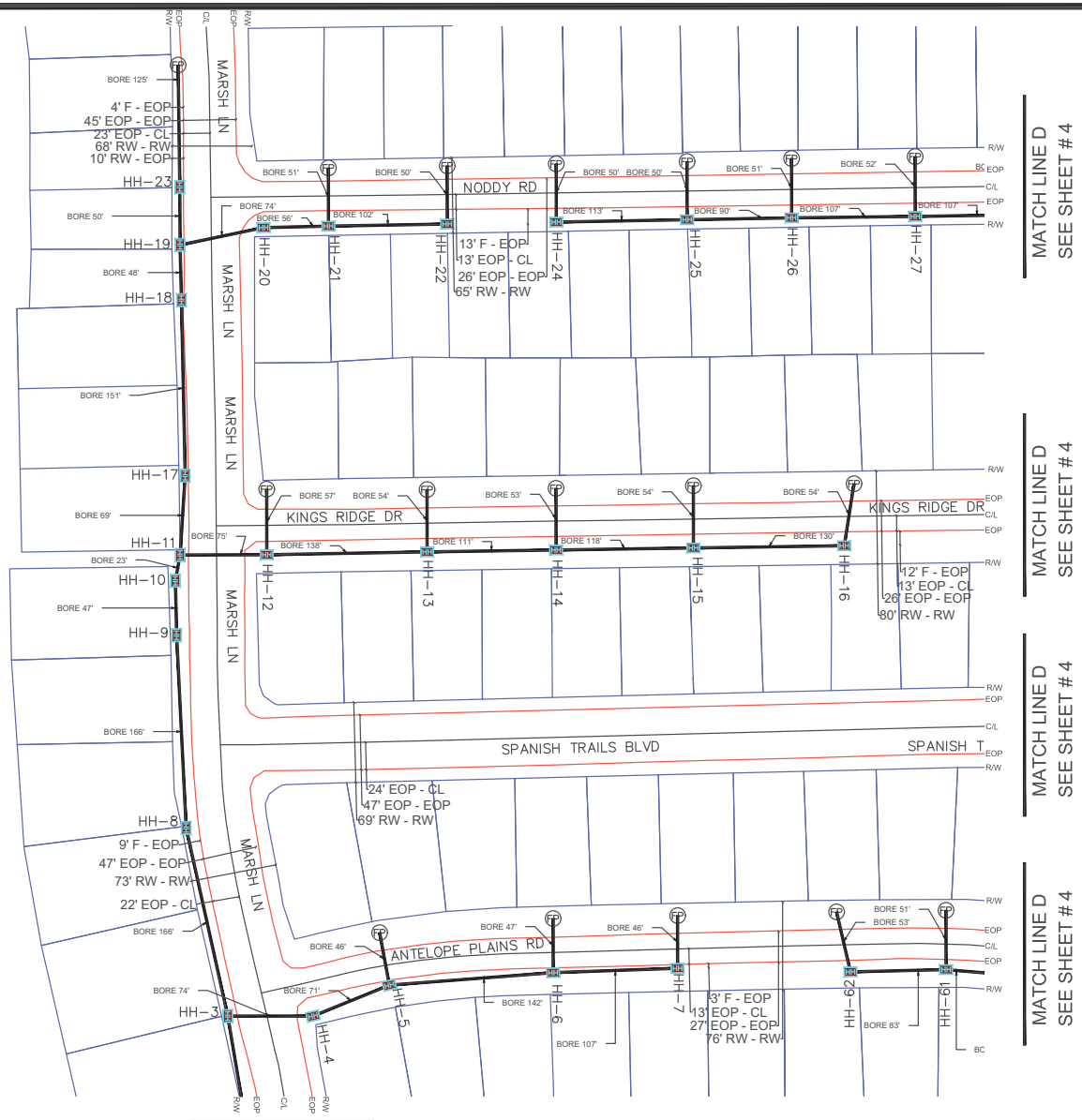
N

SCALE: 1"=100'

Frontier COMMUNICATIONS

JOB ID: 5312634 H3003	DATE: 10/12/22
TITLE: CONDUIT DESIGN	
STREET ADDRESS: HERON DR, MARSH LN, ANTELOPE PLAINS RD, SPANISH TRAILS BLVD	
CITY/STATE: BUDA, TX	
FTR ENGINEER: XXX	
FTR INSPECTOR:	
LUCK GROVE TELECOM INC.	DRAWN BY: XXX
	EST. #:
	SHEET #: 2

Texas 811



LEGEND

- RIGHT OF WAY (R/W)
- CONDUIT (F)
- UNDERGROUND (UG)
- AERIAL CABLE
- EDGE OF PAVEMENT (EOP)
- CENTERLINE (C/L)
- WATER (W)
- SEWER (S)
- FIRE HYDRANT
- FLOWERPOT
- HANDHOLE
- MANHOLE
- UTILITY VALVE
- UTILITY METER
- UTILITY MANHOLE

AT HANDHOLE LOCATIONS 3, 10 & 11: DIG BORE PIT, PLACE 24"x36" HANDHOLES

AT HANDHOLE LOCATION 27: DIG BORE PIT, PLACE 30"x48" HANDHOLE

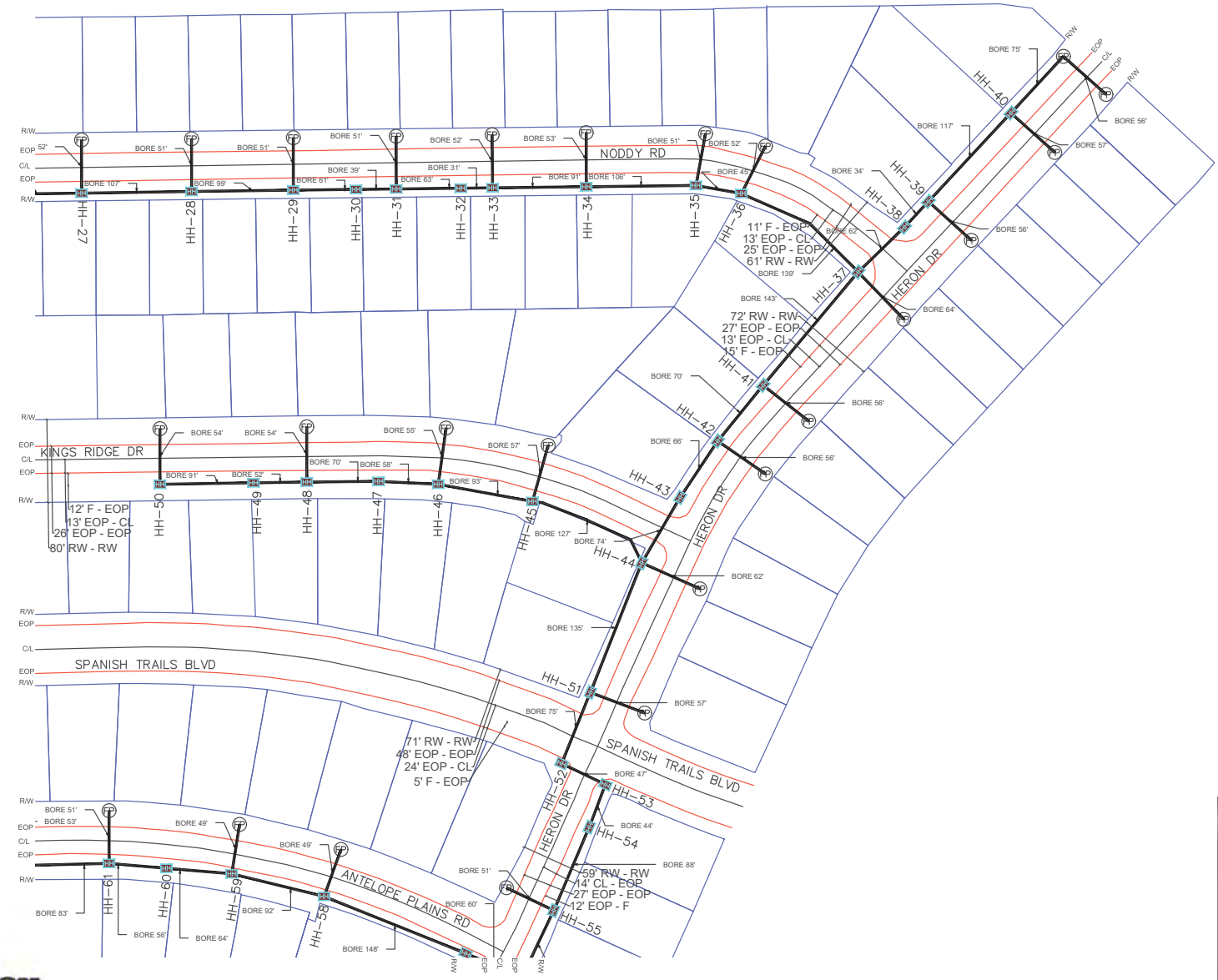
AT HANDHOLE LOCATIONS 4 - 9, 12 - 26: DIG BORE PIT, PLACE 17"x30" HANDHOLES

AT ALL FLOWERPOT LOCATIONS: DIG BORE PIT, PLACE 11"X11"X13" FLOWERPOTS

Frontier COMMUNICATIONS

JOB ID: 5312634 H3003	DATE: 10/12/22
TITLE: CONDUIT DESIGN	
STREET ADDRESS: MARSH LN, ANTELOPE PLAINS RD, SPANISH TRAILS BLVD, KINGS RIDGE DR, NODDY RD	
CITY/STATE: BUDA, TX	
FTR ENGINEER: XXX	
FTR INSPECTOR:	
LUCK GROVE TELECOM INC	DRAWN BY: XXX
	EST. #:
	SHEET #: 3

Texas 811



LEGEND

- RIGHT OF WAY (R/W)
- CONDUIT (F)
- UNDERGROUND (UG)
- AERIAL CABLE
- EDGE OF PAVEMENT (EOP)
- CENTERLINE (C/L)
- WATER (W)
- SEWER (S)
- FIRE HYDRANT
- FLOWERPOT
- HANDHOLE
- MANHOLE
- UTILITY VALVE
- UTILITY METER
- UTILITY MANHOLE

AT HANDHOLE LOCATIONS 27 - 37, 41 - 45, 47 & 48, 51 - 55, 58: DIG BORE PIT, PLACE 30"x48" HANDHOLES

AT HANDHOLE LOCATIONS 38 - 40, 46, 49 & 50, 59 - 61: DIG BORE PIT, PLACE 17"x30" HANDHOLES

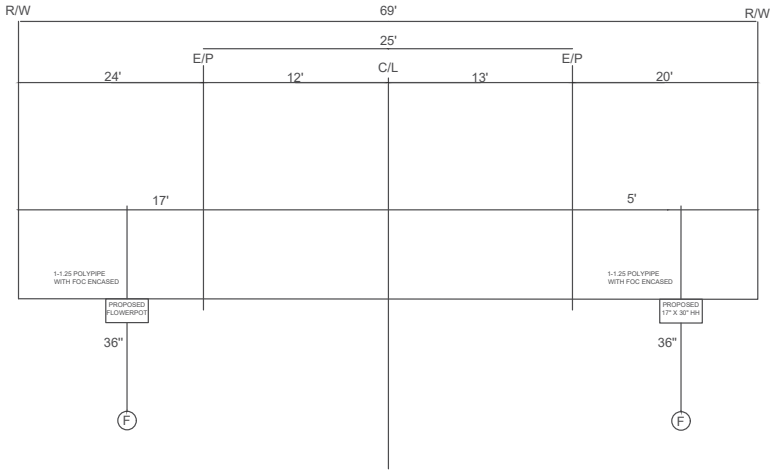
AT ALL FLOWERPOT LOCATIONS: DIG BORE PIT, PLACE 11"X11"X13" FLOWERPOTS

Frontier COMMUNICATIONS

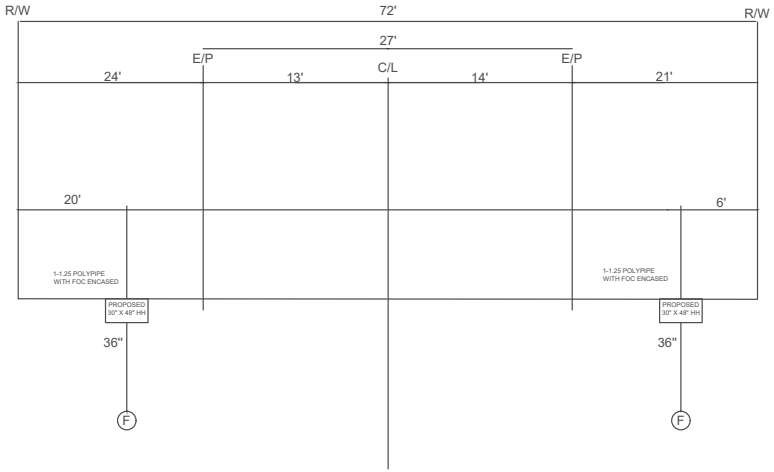
JOB ID: 5312634 H3003	DATE: 10/12/22
TITLE: CONDUIT DESIGN	
STREET ADDRESS: HERON DR, ANTELOPE PLAINS RD, SPANISH TRAILS BLVD, KINGS RIDGE DR, NODDY RD	
CITY/STATE: BUDA, TX	
FTR ENGINEER: XXX	
FTR INSPECTOR:	
LUCK GROVE TELECOM INC	DRAWN BY: XXX
	EST. #:
	SHEET #: 4

Texas 811

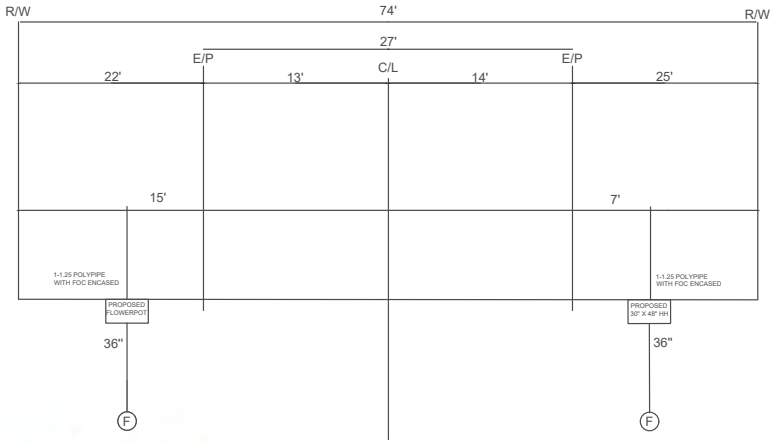
CROSS SECTION
LOOKING EAST AT DIAMONDBACK COVE



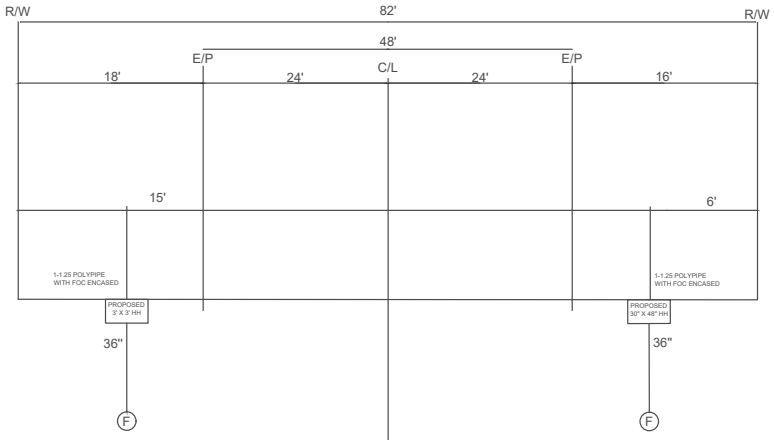
CROSS SECTION
LOOKING NORTH AT HERON DRIVE



CROSS SECTION
LOOKING EAST AT PAINTED DESERT LANE



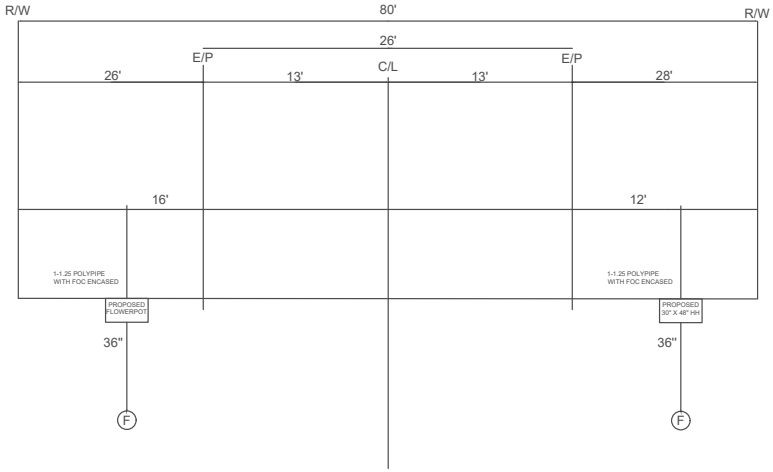
CROSS SECTION
LOOKING NORTH AT MARSH LANE



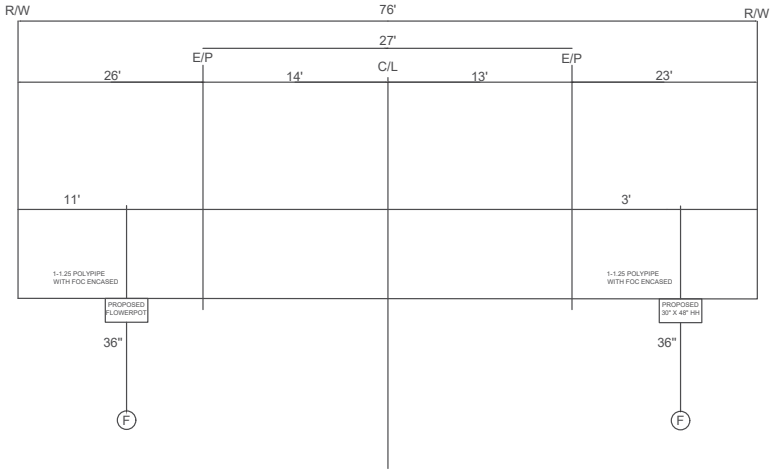
Frontier COMMUNICATIONS

JOB ID: 5312634 H3003	DATE: 10/17/22
TITLE: CONDUIT DESIGN	
STREET ADDRESS: DIAMOND BACK CV, HERON DR, PAINTED DESERT LN, MARSH LN	
CITY/STATE: BUDA, TX	
FTR ENGINEER: XXX	
FTR INSPECTOR:	
LUCK GROVE TELECOM INC	DRAWN BY: XXX
	EST. #:
	SHEET #: 5

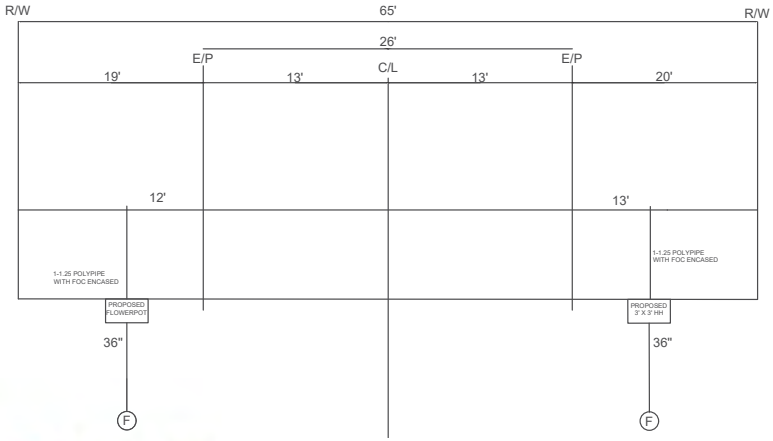
CROSS SECTION
LOOKING EAST AT KINGS RIDGE DRIVE



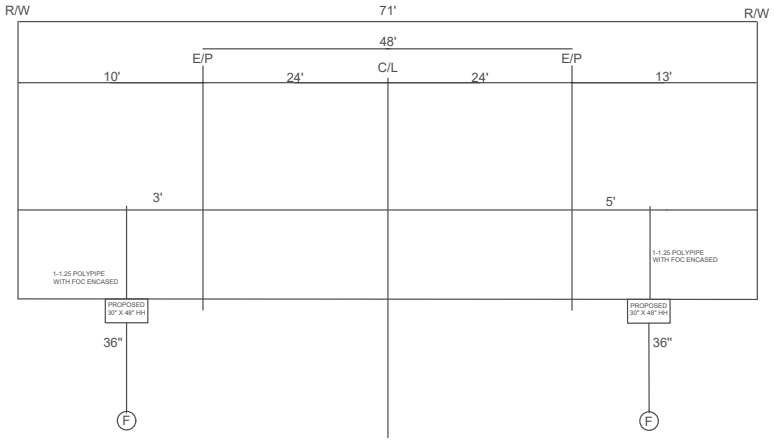
CROSS SECTION
LOOKING EAST AT ANTELOPE PLAINS ROAD



CROSS SECTION
LOOKING EAST AT NODDY ROAD



CROSS SECTION
LOOKING EAST AT SPANISH TRAILS BLVD



Frontier COMMUNICATIONS

JOB ID: 5312634 H3003	DATE: 10/17/22
TITLE: CONDUIT DESIGN	
STREET ADDRESS: KINGS RIDGE DR, NODDY RD, ANTELOPE PLAINS RD, SPANISH TRAILS BLVD	
CITY/STATE: BUDA, TX	
FTR ENGINEER: XXX	
FTR INSPECTOR:	
LUCK GROVE TELECOM INC	DRAWN BY: XXX
	EST. #: / SHEET #: 6

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 .

Utility Company Information:

Name:
Address:
Phone:
Contact Name:

Engineer / Contractor Information:

Name: CENTERPOINT ENERGY
Address: 2730 IH 35 New Braunfels TX 78130
Phone:
Contact Name: Jenerica Robinson

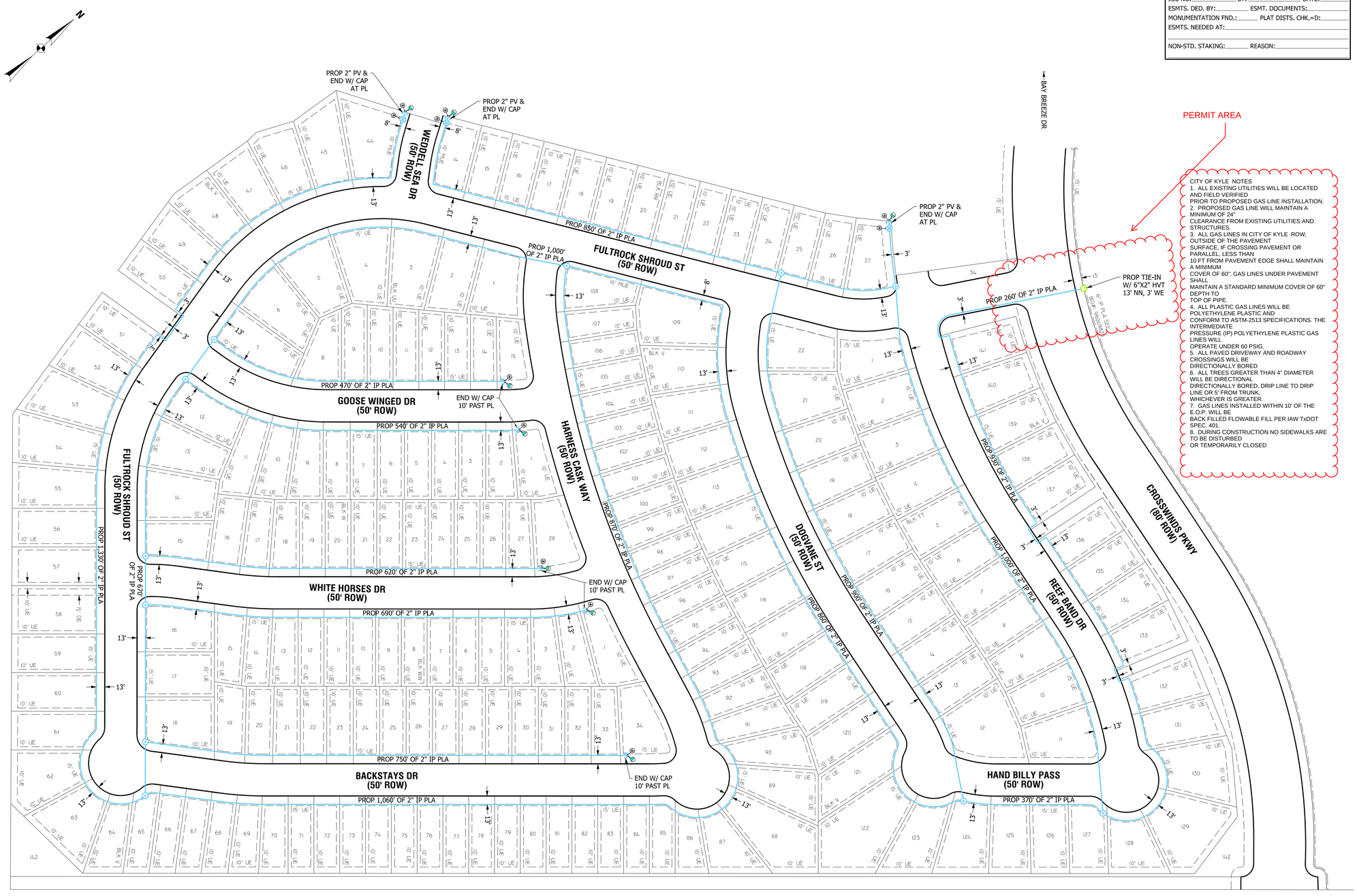
Hays County Information:

Utility Permit Number: TRN-2022-5552
Type of Utility Service: 2" INTERMEDIATEPRESSURE POLYETHYLENE PLASTI
Project Description:
Road Name(s):
Subdivision: Crosswinds 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 .

Signature	Title	Date
	Engineering Technician	11/30/2022



CITY OF KYLE 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 CITY OF KYLE 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. THE INTERMEDIATE PRESSURE (IP) POLYETHYLENE PLASTIC GAS LINES WILL OPERATE UNDER 60 PSIG.
5. ALL PAVED DRIVEWAY AND ROADWAY CROSSINGS WILL BE DIRECTIONALLY BORED
6. 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 IAW TxDOT SPEC. 401.
8. DURING CONSTRUCTION NO SIDEWALKS ARE TO BE DISTURBED OR TEMPORARILY CLOSED

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

- [x] NO PERMITS REQUIRED
- [ ] TXDOT
- [ ] CITY:_____
- [ ] COUNTY:_____
- [ ] FLOOD CONTROL/DRAINAGE:_____
- [ ] RAILROAD:_____

TXRRC CONSTRUCTION NOTIFICATION REQUIRED:

CONTRACTOR TO NOTIFY CNP OF CONSTRUCTION START DATE 30 DAYS PRIOR TO CONSTRUCTION. PLEASE SEND CONSTRUCTION NOTIFICATION TO TXRRCNOTIFICATION@CENTERPOINTENERGY.COM

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 (ADRIANA TRAN AT 713-207-5325) 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-B-1-.330) FOR REMOVAL OF PIPE AND GASKETS WITH ASBESTOS CONTAINING MATERIAL OR PRESUMED ASBESTOS CONTAINING MATERIAL.
7. FOR IP PIPE TEST PRESSURE AT 100 PSIG IN ACCORDANCE WITH SECTION CS-B-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-FORM 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 713-967-7311) 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.

LEGEND AND NOTES

EXISTING MAIN

PROP 2" IP PLA, SDR 11.0 PE 2708 WO#: 100321820 — 13,170'

PROP 5# ZINC ANODE

PROP MARKER BALL

GCO#: 47842

STAKING REQUEST#: 100321820

F:234313918 | O:234013912

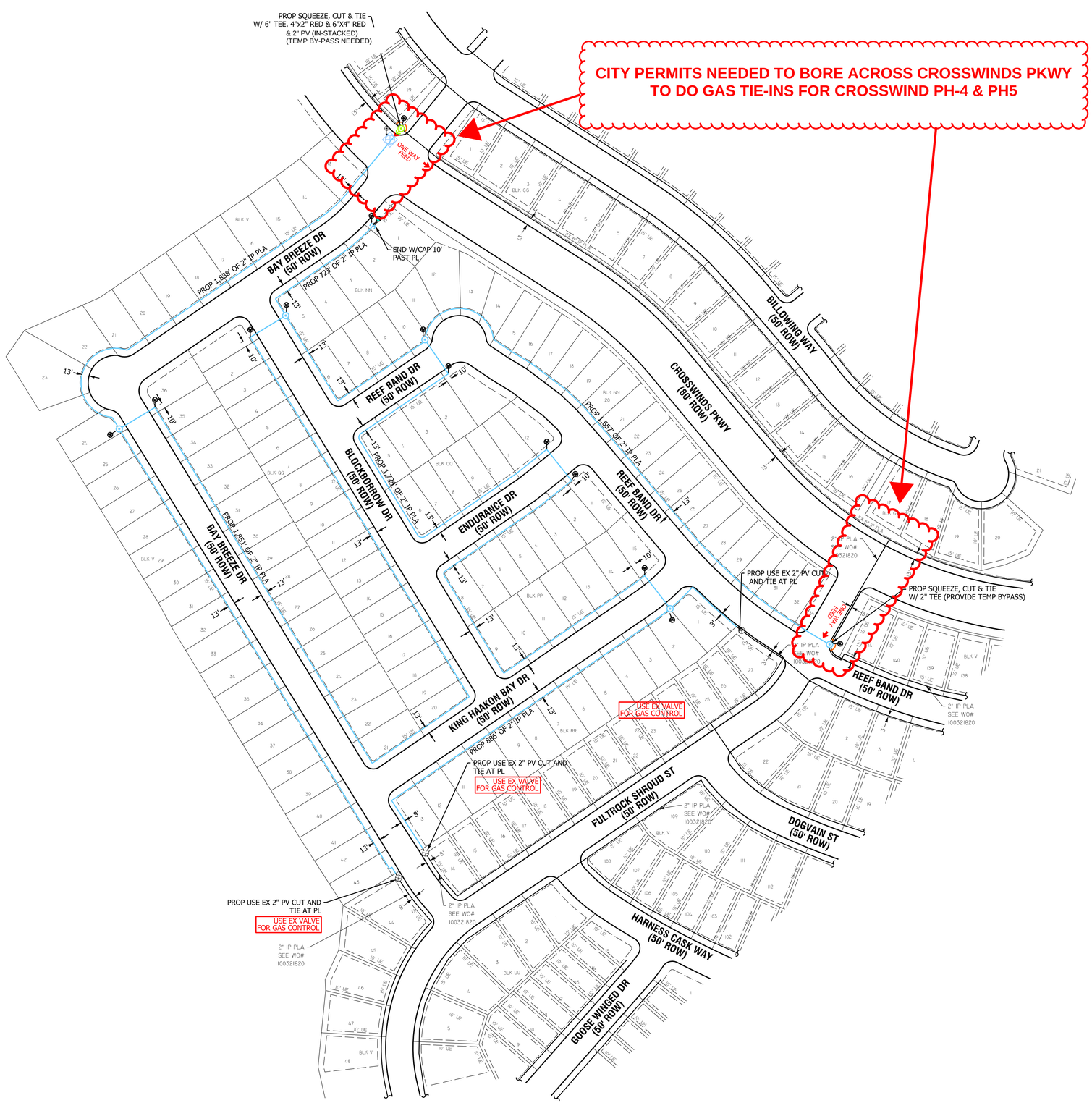
DESIGNED BY: ADRIANA TRAN	713-207-5325	RECOMMENDED BY:	DATE:	DRAWN BY: E. SILVA
DATE NEEDED: 04/01/2022	ESTIMATED COST: $			DATE: 10-21-2021
START DATE:	CONTRIBUTION: $			SCALE: 1:80
ESTIMATED COMPLETE DATE:		APPROVED BY:	DATE:	SHEET: 1 OF 1
PURPOSE AND NECESSITY: TO SERVE 211 RESIDENTIAL LOTS (8.44 MCFH) IN KYLE TX.				

CROSSWINDS PHASE 5 KYLE, TX

CenterPoint. Energy — Texas Region - Houston Gas Engineering

DWG No: **ED3-212638**

10/26/2021 3:31:00 PM O:\REGIONE 2021\ADRIANA TRAN\GAS ONLY SUBDIVISION\STAXVI.4 - CROSSWINDS PHASE 5\DRAWINGS\ED3-212638.dwg



RUSH PRIORITY

- PRIORITY 1 ☐
- PRIORITY 2 ☐
- NORMAL ☑

PERMITS REQUIRED FOR CONSTRUCTION

- ☑ NO PERMITS REQUIRED
- ☐ TXDOT
- ☐ CITY:
- ☐ COUNTY:
- ☐ FLOOD CONTROL/DRAINAGE:
- ☐ RAILROAD:

TXRRC CONSTRUCTION NOTIFICATION REQUIRED:

CONTRACTOR TO NOTIFY CNP OF CONSTRUCTION START DATE 30 DAYS PRIOR TO CONSTRUCTION. PLEASE SEND CONSTRUCTION NOTIFICATION TO TXRRCNOTIFICATION@CENTERPOINTENERGY.COM

GAS STAKING

JOB NO:_____ BY:_____ DATE:_____
ESMTS. DED. BY:_____ ESMT. DOCUMENTS:_____
MONUMENTATION FND.:_____ PLAT DISTS. CHK.=D:_____
ESMTS. NEEDED AT:_____
NON-STD. STAKING:_____ REASON:_____

LEGEND AND NOTES

EXISTING MAIN
PROP 2" IP PLA, SDR 11.0 PE 2708 WO#: 8,679'
PROP 5# ZINC ANODE
PROP MARKER BALL
GCO#: 45352
STAKING REQUEST#:

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 (JENERICA ROBINSON AT 830-643-6925) 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-B-1-.330) FOR REMOVAL OF PIPE AND GASKETS WITH ASBESTOS CONTAINING MATERIAL OR PRESUMED ASBESTOS CONTAINING MATERIAL.
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8. ALL SERVICE LINES MUST HAVE AN EFV OR CURB VALVE INSTALLED IN ACCORDANCE WITH SECTION CS-FORM 1.150 OF THE CONSTRUCTION AND SERVICE MANUAL AND EFV SIZING CHART.
   •CONTACT ENGINEERING FOR ADDITIONAL SIZING RECOMMENDATIONS.
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    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.

F:234313918	O:234013912
DESIGNED BY: JENERICA ROBINSON	830-643-6925
DATE NEEDED:	ESTIMATED COST: $
START DATE:	CONTRIBUTION: $
ESTIMATED COMPLETE DATE:	
PURPOSE AND NECESSITY: TO SERVE CUSTOMER 138 LOTS WITH 5.5 MCF/H	
RECOMMENDED BY: ABEL ARISPE	DATE: 5/19/22
APPROVED BY: BENJI OREM	DATE: 5/27/22

CROSSWINDS
PHASE 4-A
KYLE,
HAYS,TEXAS

CenterPoint Energy
Texas Region - Houston Gas Engineering

DRAWN BY: FRANCES MAREK
DATE: 03/31/2022
SCALE: 1:100
SHEET: 1 OF 1
DWG NO: **ED2-221572**

5/17/2022 11:38:34 AM G:\NEW\ENE 2022\ JENERICA ROBINSON\STA\GOS\Crosswinds Phase 4A KYLE\ED2-221572.dwg

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Date: 12/06/2022

Requested By: Sheriff Gary Cutler

Sponsor: Commissioner Ingalsbe

Agenda Item:

Authorize the County Judge to execute an addendum to the State Plan of Operation Agreement with the State of Texas to receive certain excess Department of Defense (DOD) property under the Law Enforcement Support Office (1033/LESO) Program administered by the Defense Logistics Agency (DLA). **INGALSBE/CUTLER**

Summary:

In FY 2021, the court approved an agreement with the Defense Logistics Agency. The addendum adds additional items to the controlled property definitions currently listed in the 2021 State Plan of Operation.

Fiscal Impact:

Amount Requested: None
Line Item Number: N/A

Budget Office:

Source of Funds: N/A
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?: N/A
New Revenue Y/N?: N/A
Comments:

Attachments

Addendum to LESO Program State Plan of Operation (SPO)

Certification of Notification for Law Enforcement Agency to Potentially Acquire Controlled Property

To: Texas LESO Program Manager
Texas Department of Public Safety
5805 N. Lamar Blvd MSC 0218
Austin, Texas 78752

I do, hereby certify that the Hays County Sheriff's Office has notified the public and the Civilian Governing Body (CGB) that it may potentially request and acquire any controlled property deemed necessary contained on the comprehensive list outlined below, from the Law Enforcement Support Office (LESO) Program within the following fiscal year.

Hereafter, the law enforcement agency named above, will notify the public and the Civilian Governing Body (CGB) no later than July 1 of each consecutive year, by providing an updated comprehensive list of controlled property that it may potentially request and acquire in the following fiscal year.

Weapons (pistols, shotguns, long rifles), Weapon modification kits, Weapon parts, Training Weapons. Aircraft (Fixed & Rotary), Aircraft parts, Armored Vehicles (MRAPs, Peacekeepers, Armored HMMWVs & NTAVs), Vehicle parts, Weapon-mounted optics & lasers, Handheld Optics & lasers, Night Vision Devices (including thermal equipment), Optical & sighting equipment (range finders, boresights etc), Tactical cargo vehicles (HMMWV, Cargo trucks), Watercraft, Unmanned Ground Vehicles (all robots), Wheel assemblies, Tools (hand, pneumatic & power), Purpose-built Handheld Breaching Equipment, Decontamination Equipment, Computers & peripherals, Camouflage & deception equipment, Radio & Telephone Equipment, Generators, Lighting & observation towers, Riot gear (helmets, face shields, fixed batons over 2 ft., wearable gear & shields), Capability Sets, and Camera Sets.

Signed and certified, this 15 day of Nov. 2022.

Chief Law Enforcement Official (CLEO)

Gary Cutler Sheriff
(Print Name & Official Title)

Gary Cutler
(Signature)

DEFENSE LOGISTICS AGENCY
DISPOSITION SERVICES
74 WASHINGTON AVENUE NORTH
BATTLE CREEK, MICHIGAN 49037-3092

GPL

August 15, 2022

MEMORANDUM FOR LAW ENFORCEMENT SUPPORT OFFICE (LESO) PROGRAM PARTICIPATING LAW ENFORCEMENT AGENCY (LEA)

SUBJECT: Addendum to LESO Program State Plan of Operation (SPO)

This addendum amends the existing State Plan of Operation (dated February 2021) between the State and Law Enforcement Agency (LEA) and is herein referred to as the SPO Addendum. The SPO Addendum implements requirements found within Presidential Executive Order (EO) 14074 (Section 12), signed on May 25, 2022. In accordance with current SPO-Paragraph 17, notice is being provided of a unilateral change to the SPO. Unless an LEA takes immediate action to terminate the current SPO, the modifications or amendments will become binding.

1) ROLES AND RESPONSIBILITIES The State Shall:

a) Ensure each LESO Program participating Law Enforcement Agency (LEA) has signed the LESO-approved SPO Addendum no later than January 1, 2023. The SPO Addendum will be signed by the Chief Law Enforcement Official (CLEO) (or assigned designee), the Civilian Governing Body (CGB), and the current State Coordinator (SC) (or authorized State Point of Contact [SPOC]).

b) Provide LESO with a comprehensive list of LEAs who do not sign the SPO Addendum by January 1, 2023. LESO will restrict the LEA to ensure LEA may not request or receive "controlled" property as defined within this addendum.

2) MODIFICATION TO DEFINITION OF "CONTROLLED" PROPERTY This SPO Addendum adds the below items to the "controlled" property definitions currently found in the 2021 SPO. These items are added pursuant to EO 14074 which reestablishes EO 13688. In 2017, the Law Enforcement Equipment Working Group (established by EO 13688), further added, deleted and refined the definitions of "controlled" items in their annual equipment list review. Provisions within the 2021 MOA applicable to "controlled" property apply to the items listed below (regardless of DEMIL and/or DEMIL Integrity Code). Title and ownership of the "controlled" property listed below remains with the DoD in perpetuity and will not be relinquished to the LEA (regardless of DEMIL and/or Integrity Code). The LESO retains final authority to determine what items qualify as "controlled" property. The below items listed in Section 1.2 of Law Enforcement Equipment Working Group (LEEWG) Recommendations (as modified in 2017), will be managed and issued as controlled property unless other restrictions or conditions are noted:

a) *Manned Aircraft, Fixed Wing:* Powered aircraft with a crew aboard, such as airplanes, that use a fixed wing for lift. (Note: These items were previously listed as controlled in LESO Program. Any aircraft without commercial application are prohibited).

b) *Manned Aircraft Rotary Wing:* Powered aircraft with a crew aboard, such as helicopters, that use a rotary wing for lift. (Note: These items were previously listed as controlled in LESO Program. Any aircraft without commercial application are prohibited).

c) *Unmanned Aerial Vehicles*: A remotely piloted powered aircraft without a crew onboard. (Note: These items are not currently issued in the LESO Program).

d) *Armored Vehicles, Wheeled*: Any wheeled vehicle either purpose-built or modified to provide ballistic protection to its occupants, such as a Mine-Resistant Ambush Protected (MRAP) vehicle or an Armored Personnel Carrier (APC). These vehicles are sometimes used by law enforcement personnel involved in dangerous operating conditions, including active shooter or similar high-threat situations. These vehicles often have weapon-firing ports. (Note: These vehicles were previously considered controlled due to DEMIL code and are now prohibited unless certification requirements in Section 3 are met).

e) *Tactical Vehicles, Wheeled*: A vehicle purpose-built to operate on- and off- road in support of military operations, such as a High Mobility Multi-purpose Wheeled Vehicle (HMMWV), 2.5-ton truck, 5-ton truck, or a vehicle with a breaching or entry apparatus attached. These vehicles are sometimes used by law enforcement in rough terrain or inclement weather for search and rescue operations, as well as other law enforcement functions. This excludes commercially available vehicles not tactical in nature, such as pick-up trucks or SUVs. (Note 1: This is LEEWG modified definition from 2017. Note 2: All tactical vehicles will now be considered controlled, and title will not pass. Note 3: Armored vehicles in this category will be considered prohibited unless certification requirements in Section 3 are met).

f) *Command and Control Vehicles:* Any wheeled vehicle either purpose-built or modified to facilitate the operational control and direction of public safety units responding to an incident. Command and control vehicles provide a variety of capabilities to incident Commander, including, but not limited to, the provision for enhanced communications and other situational awareness capabilities. Command and Control Vehicles are similar to a recreational vehicle and can accommodate multiple people at multiple workstations in the command center. This category does not include SUVs and is not intended for other types of vehicles that could serve as a command-and-control center. (Note 1: This is the LEEWG modified definition from 2017. Note 2: Armored vehicles in this category will be considered prohibited unless certification requirements in Section 3 are met).

g) *Specialized Firearms and Ammunition Under .50-Caliber (excludes firearms and ammunition designed for regularly assigned duties) and less lethal launchers*: Weapons and corresponding ammunition for specialized operations or assignment. This includes launchers specifically designed and built to launch less lethal projectiles. This excludes weapons such as service issued handguns, rifles or shotguns that are issued or approved by the agency to be used by all sworn officers/deputies during the course of regularly assigned duties. (Note 1: This is the LEEWG modified definition from 2017. Note 2: The LESO Program only issues weapons under .50 caliber that are designed for regularly assigned duties).

h) *Explosives and Pyrotechnics*: Includes "flash bangs" as well as explosive breaching tools often used by special operations units. (Note: These items were previously prohibited in the LESO Program and are now specifically prohibited in EO 14074).

i) *Breaching Apparatus*: Tools designed to provide rapid entry into a building or through a secured doorway. These tools may be mechanical in nature (a battering ram connected to a vehicle or a propellant), ballistic (slugs), or explosive. This category does not include dual purpose tools such as a sledgehammer or bolt cutter. (Note: This is the LEEWG modified definition from 2017).

j) *Riot/Crowd Control Batons:* Non-expandable of greater length (more than 24 inches) than service-issued types and are intended to protect its wielder during crowd control situations by providing distance from assailants. This category includes all batons with advanced features such as tear gas discharge, electronic or "stun" capabilities. (Note: This is the LEEWG modified definition from 2017).

k) *Riot Helmets:* Helmets designed to protect the wearer's face and head from injury during melees from projectiles including rocks, bricks, liquids, etc. Riot helmets include a visor which protects the face. (Note 1: The LEEWG removed these items from the controlled list in 2017. Note 2: LESO does not issue Kevlar helmets based on DoD policy).

l) *Riot/Crowd Control Shields:* Shields intended to protect wielders from their head to their knees in crowd control situations. Most are designed for the protection of the user from projectiles including rocks, bricks, and liquids. Some afford limited ballistic protection as well. (Note: This is the LEEWG modified definition from 2017).

3) PROHIBITED ITEMS THAT MAY BE ISSUED FOR LIMITED PURPOSES EO 14074 lists the below items as "prohibited" for issue under the LESO Program; however identifies specific authorized uses for these "prohibited" items if requested, utilized and annually certified as being used only in authorized manners. When utilized in an authorized manner (as indicated in the below example descriptions), the items are categorized as "controlled" property.

a) *Long Range Acoustic Devices (LRAD) that do not have commercial application-* Participating LEAs in the State of Texas, are not authorized to acquire LRAD devices. All requests for these devices, will be denied.

b) *Vehicles that do not have commercial application-* This includes all tracked and armored vehicles, such as a Mine-Resistant Ambush Protected (MRAP), Armored Personnel Carrier (APC), or Armored HMMWV. (Note: This category excludes vehicles with commercial application, such as pick-up trucks, non-armored HMMWVs, 2.5-ton trucks, 5-ton trucks, or SUVs. The LESO Program identifies/defines vehicles with "commercial application" as items with a DEMIL Code of "A" or DEMIL "Q" (with an Integrity Code of 6) that may be sold to the general public under DoD sales programs).

i) *Authorized uses-* EO 14074 allows limited transfer of vehicles that do not have commercial application if the LEA certifies that the vehicle will be used exclusively for disaster-related emergencies; active shooter scenarios; hostage or other search and rescue operations; or anti-terrorism preparedness, protection, prevention, response, recovery, or relief. Any other use of these vehicles is not authorized.

ii) *Annual Certification Requirements-* During the LESO Program annual inventory, LEAs with these vehicles must certify that the vehicle(s) is utilized exclusively for disaster-related emergencies; active shooter scenarios; hostage or other search and rescue operations; or anti-terrorism preparedness, protection, prevention, response, recovery, or relief. An LEAs signature on the SPO Addendum agreeing to these new terms will serve as initial certification.

iii) LEAs that do not have a current SPO Addendum on file by January 1, 2023 or who fail to annually certify that the vehicle(s) use is exclusively for disaster-related emergencies; active shooter scenarios; hostage or other search and rescue operations; or anti-terrorism preparedness, protection, prevention, response, recovery, or relief must return vehicle(s) to DLA Disposition Services.

4) ACQUIRING (OR RETAINING) CONTROLLED PROPERTY The State shall:

a) Review, verify and only submit to LESO for approval, requests for controlled property by LEAs who have current SPO and SPO Addendum on file with the state.

b) Ensure LEAs return controlled property to DLA Disposition Services if the Department of Justice (DOJ) determines or a Federal, State, Tribal, local, or territorial court enters a final judgment finding that the LEA has engaged in a pattern or practice of civil rights violations.

c) Ensure that prior to requesting/acquiring any controlled property, the LEAs:

i) Provide written or electronic notification to the local community of its intent to request controlled property. The notification must be translated into appropriate languages to inform individuals with limited English proficiency. The LESO Program would *recommend* that LEAs provide a notice of intent to request controlled property to the local community on or before January 1, 2023 and at the beginning of each fiscal year (October 1st) thereafter. This notification should include a comprehensive list of any controlled property that may be requested throughout the year. If this notice of intent does not include a specific controlled property item, such item may not be requested in the LESO Program until 30-days after an updated notice is published.

ii) Provide written or electronic notification to the city council or appropriate local Civilian Governing Body (CGB) of its intent to request controlled property and allow "reasonable opportunity to review" (normally 30-days). The LESO Program would *recommend* that LEAs provide a notice of intent to the CGB on or before January 1, 2023 and at the beginning of each fiscal year (October 1st) thereafter. This notification should include a comprehensive list of any controlled property that may be requested throughout the year. If this notice of intent does not include a specific controlled property item, such item may not be requested in the LESO Program until 30-days after an updated notice is published. Requests for controlled property must comport with all applicable approval requirements of the CGB.

(1) The above requirement includes elected Sheriff's who also shall notify their CGB or city or county government within their jurisdiction.

(2) In cases of disagreement between requesting LEAs and CGB, the Governor appointed LESO Program State Coordinator (SC) will obtain an advisory opinion from the States Attorney General's Office on whether CGBs are authorized by state law to deny the request.

iii) *Campus LEAs operating in Institutions of Higher Education (IHE)*- LEAs operating in IHEs otherwise referred to as "Campus Police" or "Campus LEAs" must also adhere to the requirements identified below:

(1) Obtain the IHE Board of Governors (or an equivalent body) *explicit approval* for the acquisition of controlled property. Such approval must be evidenced in the Campus LEAs request submitted to the LESO Program. Silence or inaction by the Campus LEAs Board of Governors does not constitute evidence of approval, and the "reasonable opportunity to review" (normally 30-days) standard does not apply to Campus LEA applications.

(2) Certify that their policies and training include specific provisions on using controlled property in a way that does not chill speech, is not disruptive to the educational environment, and does not foster a hostile climate among students.

(3) Campus LEAs who receive controlled vehicles are required to remove the militaristic appearance (i.e., painting the vehicle a different color).

5) REGIONAL SHARING AGREEMENTS LESO Program participants who are part of a regional sharing agreement must also adhere to the following requirements.

a) Participating LEAs in the State of Texas, are not authorized to share or loan any assigned LESO program property to any other LEA, regardless of if they are part of an internal regional sharing agreement with the participating LEA.

6) POLICIES/PROCEDURES LEAs must establish policies/procedures that are consistent with the standards listed below, in order to request or maintain controlled property. LEAs must:

a) Adopt and comply with general policing standards.

i) *Community Policing-* LEA policies/procedures should reflect the concept that trust and mutual respect between police and the communities they serve are critical to public safety. Community policing fosters relationships between law enforcement and the local community which promotes public confidence in LEAs therefore increasing LEA ability to investigate crimes and keep the peace.

ii) *Constitutional Policing-* LEA policies/procedures must emphasize that all police work should be carried out in a manner consistent with the requirements of the U.S. Constitution and federal law. Policies/procedures must include First, Fourth, and Fourteenth Amendment principles in law enforcement activity, as well as compliance with Federal and State civil rights laws. LEA certified law enforcement officers receive training on the rights embodied by such Constitutional Amendments and how these amendments inform policing policies/procedures.

iii) *Community Input and Impact-* LEA policies/procedures must identify mechanisms that LEAs will use to engage the communities they serve to inform them and seek their input about LEAs actions, role in, and relationships with the community. LEAs should make particular efforts to seek the input of communities where controlled property is likely to be used so as to mitigate the effect that such use may have on public confidence in the police. This could be achieved through the LEAs regular interactions with the public through community forums, town halls, or meetings with the Chief, or community outreach divisions.

b) Adopt and comply with controlled property standards.

i) *Appropriate Use of Controlled Property-* LEA policies/procedures must define appropriate use of controlled property; officers who are authorized to use controlled property must be trained on these policies/procedures. LEAs should examine scenarios in which controlled property will likely be deployed, the decision-making processes that will determine whether controlled property is used, and the potential that both use and misuse of controlled property could create fear and distrust in the community. Policies/procedures should consider whether measures can be taken to mitigate that effect (i.e., keep armored vehicles at a staging area until needed) and any alternatives to the use of such property and tactics to minimize negative effects on the community, while preserving officer safety.

ii) *Supervision of Use-* LEA policies/procedures must specify appropriate supervision of personnel operating or utilizing controlled property. Supervision must be tailored to the type of controlled property being used and the nature of the engagement or operation during which the property will be used. Policies/procedures must describe when a supervisor of appropriate authority is required to be present and actively overseeing the property being used.

iii) *Effectiveness Evaluation-* LEA policies/procedures must articulate that the LEA will regularly monitor and evaluate the effectiveness and value of controlled property to determine whether continued deployment and use is warranted on operational, tactical, and technical grounds. LEAs should routinely review after-action reports and analyze any data on, for example, how often controlled property is used or whether controlled property is used more frequently in certain law enforcement operations or in particular locations or neighborhoods.

iv) *Auditing and Accountability-* LEA must establish policies/procedures that are designed to prevent misuse, unauthorized use and/or loss of controlled property. LEA will hold personnel accountable to agree and comply with State, local, Tribal and Federal controlled property use policies/procedures.

v) *Transparency and Notice-* LEA policies/procedures must articulate that LEA will engage the community regarding controlled property, policies/procedures governing its use, and review of "significant incidents" (as defined in Section 8), with the understanding that there are reasonable limitations on disclosures of certain information and law enforcement sensitive operations and procedures.

c) Must adopt and comply with record-keeping requirements for controlled property.

i) Upon LESO request, LEAs must provide a copy of the general policing standards and specific controlled property standards that were adopted, to include any related policies/procedures.

ii) *Record-Keeping Requirement-* LEAs must retain comprehensive training records, either in the personnel file of the officer who was trained or by the LEAs training division or equivalent entity, for a period of at least three (3) years, and must provide a copy of these records, upon LESO request.

7) TRAINING LEAs that request or have acquired controlled property via the LESO Program must establish written policies/procedures for controlled property use, and all personnel who are authorized to use the controlled property will be trained on these policies/procedures. LEAs must:

a) Provide annual training on general policing standards to personnel who may use the controlled property.

b) Provide annual training on property standards to personnel who may use the controlled property.

c) Provide controlled property operational and technical training to personnel and ensure personnel are proficient prior to using controlled property.

d) Provide scenario-based training to personnel that combines constitutional and community policing principles with controlled property specific training. LEA personnel authorizing or directing the use of controlled property should have enhanced scenario-based training to examine, deliberate, and review the circumstances in which controlled property should or should not be used.

8) DOCUMENTATION REQUIRED FOR "SIGNIFICANT INCIDENTS" LEAs must collect and retain the information (described below) when any law enforcement activity involves a "Significant Incident" which requires (or results in) the use of controlled property on the LEAs inventory. A "Significant Incident" is defined as any law enforcement operation or action that involves: 1) a violent encounter among civilians or between civilians and the police, 2) a use-of-force that causes death or serious bodily injury, 3) a demonstration or other public exercise of First Amendment rights, or 4) an event that draws, or could be reasonably expected to draw, a large number of attendees or participants, such as those where advanced planning is needed. LEAs must:

a) Collect and retain documentation for controlled property used in a "Significant Incident" for a minimum of three (3) years after the incident has occurred. The LEA must provide documentation to LESO upon request.

i) Documentation should also be made available to the community the LEA serves in accordance with applicable policies/procedures with exemptions made concerning the disclosure of any sensitive information.

b) No new report or format is required for "Significant Incident" reports so long as information is easily accessible and organized. The required information may already exist in a police report, operations plan, officer daily log, incident report, after-action report or described in a use-of-force report. If required information (annotated below) is contained in a pre-existing reports, the LEA must simply ensure that the report includes information that controlled property was used. Required information is listed below:

i) Name and quantity of controlled property used, including relevant details such as make/model/serial number of controlled property used.

ii) Description of the LEA action/operation involving the controlled property.

iii) Identification of LEA personnel who used and directed the use of the controlled property.

iv) Identify or describe civilians who were the subject or target of LEA action/operation. For large crowds or multiple persons, the LEA must provide general description of the civilians (i.e., a crowd of approximately 250 people).

v) Result of the action/operation in which controlled property was used (i.e., arrests, citations, injuries or fatalities, use-of-force, victim extraction, or property damage).

9) ANNUAL CERTIFICATIONS By signing the SPO Addendum, the LEA agrees to the below certification statements. In addition, the LEA must annually certify compliance with the below certification statements during the Annual LESO Program Inventory. LEAs must:

a) Certify they have authorization from their CGB to participate in the LESO Program.

b) Certify they have provided their CGB and local community a comprehensive list of controlled property that may be requested through the LESO Program.

i) Notification may be made electronically or in writing and must be translated into appropriate languages to inform individuals with limited English proficiency. It is recommended this notification be done on an annual basis.

ii) If controlled property is not identified in the comprehensive list provided to the CGB and local community, an updated notification to CGB and local community must be made. The CGB and local community will be afforded 30-days to review what additional items are being requested.

c) Certify the request for controlled property comports/complies with all applicable approval requirements of the CGB.

d) Certify they have adopted and comply with controlled property standards (i.e., appropriate use, supervision of use, effectiveness evaluation, auditing/accountability of use, transparency/notice of use, and record-keeping requirements.

e) Certify they have provided annual training to personnel on the maintenance, sustainment, and appropriate use of controlled property, including respect for the rights of citizens under the Constitution of the United States and de-escalation of force.

f) Certify that LRAD devices are not authorized to be acquired by any participating LEAs in the State of Texas.

g) Certify that controlled property vehicle(s) are utilized exclusively for disaster-related emergencies; active shooter scenarios; hostage or other search and rescue operations; or anti-terrorism preparedness, protection, prevention, response, recovery, or relief.

h) Certify that controlled property requiring a license (or other authorization), is only utilized by personnel who hold license (or other authorization) to operate such property.

i) Certify that controlled property will be returned to DLA Disposition Services when no longer needed.

j) Certify that they are abiding by the current LESO Program SPO and SPO Addendum, and maintain a signed copy of these documents on file.

k) Certify the Application for Participation on-file with LESO Program is current and accurately reflects the number of officers in the agency when fully staffed. (Note: If Application for Participation is not accurate, LEA must provide an updated Application for Participation to State Coordinators Office).

l) Certify they are compliant with LESO Program allocation limits. (Note: Property allocation limits are based on the number of officers at an LEA when fully staffed).

m) Certify that they agree to return the controlled property if the Department of Justice (DOJ) determines or a Federal, State, Tribal, local, or territorial court enters a final judgment finding that the LEA has engaged in a pattern or practice of civil rights violations.

n) *Campus LEAs (as described in Section 4)* must also certify that their policies and training include specific provisions on using controlled property in a way that does not chill speech, is not disruptive to the educational environment, and does not foster a hostile climate among students.

o) *Program participants who are part of a regional sharing agreement (as described in Section 5)*, must also certify that the State of Texas does not authorize participating LEAs to share or loan any LESO assigned property to any other LEA, regardless of if they are part of an internal regional sharing agreement with the participating LEA.

10) SAVINGS CLAUSE/INTERPRETATION Nothing in this SPO Addendum shall be construed to impair or otherwise affect the requirements under the existing SPO between the State and LEA (dated February 2021), unless expressly amended herein. To the extent there is a disagreement concerning the interpretation of this SPO Addendum or the extent this SPO Addendum affects requirements under the existing SPO, the disagreement shall be resolved at the exclusive discretion of the LESO Program.

11) AGREEMENTS OF PARTIES By signing this SPO Addendum, the State and LEA acknowledges and accepts these changes. The SPO Addendum must be signed by LEAs no later than January 1, 2023 to remain eligible for LESO Program participation. The changes contained in this SPO Addendum are acknowledged and accepted by the following:

Governor-appointed State Coordinator State of Texas

Title (Print): Chief, Crime Records Division, Texas Dept of Public Safety

Name (Print): Michelle Farris

Signature (Sign): _____ Date (MM/DD/YYYY): 10/4/2022

Law Enforcement Agency Name: Hays County Sheriff's Office

Chief Law Enforcement Official (CLEO) Title (Print): Sheriff

Name (Print): Gary Cutler

Signature (Sign): Gary Cutler Date (MM/DD/YYYY): 11/15/2022

Civilian Governing Body (CGB) Title (Print): County Judge

Name (Print): Ruben Beccera

Signature (Sign): _____ Date (MM/DD/YYYY): _____

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Date: 12/06/2022

Requested By: Sheriff Gary Cutler
Sponsor: Commissioner Ingalsbe
Co-Sponsor: Commissioner Ingalsbe

Agenda Item:
Authorize the Sheriff's Office to add a $45.00 monthly telephone allowance for the LE Corporal/Detective slot number 0485-001 effective 12/01/2022. **INGALSBE/CUTLER**

Summary:
The Sheriff's Office is requesting a cell phone allowance for a law enforcement Corporal. The Corporal currently uses a personal device for cellular and data services for county-related duties. No additional funds are needed; funding is available in the Sheriff's Office Telephone Allowance general ledger.

Fiscal Impact:
Amount Requested: $450
Line Item Number: 001-618-00.5194

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, Telephone Allowance
New Revenue Y/N?: N/A
Comments: N/A

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Date: 12/06/2022

Requested By: Sheriff Gary Cutler

Sponsor: Commissioner Ingalsbe

Agenda Item:

Approve a price increase of $20.00 to $25.00 per screening with Personnel Evaluation, Inc., utilized by the Sheriff's Office for pre-employment purposes. **INGALSBE/CUTLER**

Summary:

In November 2021, the court approved a service agreement with Personnel Evaluation Inc. for the S.O. to perform pre-employment screenings. At the time of approval, each screening cost $20.00, and the vendor is increasing the price to $25.00 effective January 1, 2023.

Fiscal Impact:

Amount Requested: Addtl $5 per screening
Line Item Number: 001-618-00.5335 (SO)
001-618-03.5335 (Jail)

Budget Office:

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

Auditor's Office:

Purchasing Guidelines Followed Y/N?: Purchasing policy waived for 3 quotes on 11/2/21
G/L Account Validated Y/N?: Yes, Employment Testing
New Revenue Y/N?: N/A
Comments:

Attachments

Personnel Evaluation, Inc.

Personnel Evaluation, Inc.

Building Quality Workforces

March 31, 2022

Dear Client,

Since the PEP was originally introduced in 1988, we have only incurred one price increase - back in 2008. However, as our research and development, technology, and staffing costs continue to increase, we are forced to increase our rates for the second time. For those clients who have joined the PEP family in 2021-2022, the rate increase will be delayed until January 1, 2023. For all other clients, effective July 1st, 2022, we will begin charging $25/PEP for those who wish to billed on a monthly basis for any PEP's scored. If you would prefer to prepay for a volume purchase, you will be eligible for a discounted rate:

50 surveys	$22 ea.
100 surveys	$19 ea.
500 surveys	$16 ea.

VALIDATION STUDIES!

The PEP undergoes continual validation through a variety of studies: EEOC, adverse impact, predictive, etc. We are currently seeking law enforcement agencies to participate in additional validation studies. These studies can be very helpful to your specific department and the industry as a whole. It can help maximize the effectiveness of the program within your department and provide additional protection in case of a legal challenge.

To participate, we will need you to provide data typically identified during the backgrounding process (reasons for rejection), as well as extended data for those persons who were hired after taking the PEP (reasons for dismissal, personnel jacket write-ups, length of employment, commendations, incident reports, etc.). We will then conduct a validation study specific to the data you provided us, free of charge. All information obtained will remain confidential and your department name will not be used in any studies without your permission!

In return for participating in this validation program, we will credit your account $2/person for each study applicant. If you are interested in participating in this study, please contact me at (888) 734-2727.

We at PEI wish to express our continued appreciation for your business. If there is anything that we can do to help make the PEP program more helpful for you, please let us know.

Sincerely,

Jed Voller
Executive Vice President, PEI

11138 W. Greenfield Avenue
Milwaukee, WI 53214-2362
www.peiasap.com

(414) 256-3600
(888) 734-2727
fax (414) 256-3606

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Date: 12/06/2022

Requested By: Sheriff Gary Cutler

Sponsor: Commissioner Ingalsbe

Agenda Item:

Authorize the County Judge to execute a Subscriber Agreement with GPS International Technologies Inc. for investigative purposes; and authorize a purchasing waiver to the Hays County Purchasing Policy. **INGALSBE/CUTLER**

Summary:

The Sheriff's Office currently uses GPS International Technologies Inc. for investigative purposes. At this time, there is a need to upgrade equipment. Doing so requires a purchasing waiver to the purchasing policy and execution of the agreement. The total cost of the subscriber agreement is $1,647.00, with a yearly maintenance renewal of $720.00. Funding is available in the Sheriff's Office budget for this purchase.

Fiscal Impact:

Amount Requested: $1,647
Line Item Number: 001-618-00.5362 ($927)
001-618-00.5429 ($720)

Budget Office:

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

Auditor's Office:

Purchasing Guidelines Followed Y/N?: Requires a County Purchasing Policy waiver from obtaining 3 quotes.
G/L Account Validated Y/N?: Yes, Software Maintenance and Licensing and Criminal Investigation Expense
New Revenue Y/N?: N?A
Comments: N/A

Attachments

GPSit Subscriber Agreement

105 W. 35th St Suite L, National City CA 91950

Subscriber Agreement

GPSit Sales office
6192305100
sales@gpsit.com
www.gpsit.com

Subscriber Information

Company Name	Hays County Sheriff's Office	Ship to		Date	
Billing Contact	Brad Doring			PO #	
Billing Address	810 South Stagecoach			Rep	
City, State Zip	San Marcos, Texas 78666			FOB	
Work				Co Rep	
Cell Phone				ECODE	
Email	brad.doring@co.hays.tx.us				

Carrier	Shipping	Terms	Action Requirement

Item ID	Description	Qty	Unit Price	TOTAL
	Equipment			
GL310MG	GPSit Magnetic GPS Tracker 10 Amp LTE - 05 -	3	$249.00	$747.00
	GPSit PT300 Slap-N-Stick Case	3	$60.00	$180.00
	Data, Service, Software and Added Value			
TOP-H	TOP High Usage Yearly Plan	3	$240.00	$720.00

** Notes:

Method of Payment	
PO	NO
Check	NO
Credit card	
Other	
ACS/Wire	Yes

Credit Card Information			
Name on Card			
Card Number			
Type			
Code		Exp	
Auto Charge			

Summary	
1 time Subtotal	$ 1,647.00
Monthly fee	NA
Shipping	TBD
Tax	NA
TOTAL	

I authorize GPSit to automatically charge the credit card on file for monthly service fees. YES NO

IMPORTANT – READ BEFORE SIGNING

By signing below, the Customer agrees to purchase from GPSit Inc. the services detailed above on the terms detailed above all according to GPSit's Standard Terms and Conditions available online at: www.gpsit.com which cover important issues such as intellectual property rights, termination, Liability and title. This Subscription and Services agreement and the Standard Terms and Conditions form the contract between the parties which they intend to be bound by and are collectively referred to as the "Agreement". Hard copies of GPSit's Standard Terms and Conditions are available and will be provided to the Customers upon specific request. Further, by signature below, the signatory represents that he/she (a) is an authorized representative of the Customer, (b) has the authority to legally and financially commit the Customer, (c) has had the opportunity to seek advise as to its legal rights from legal counsel, and (d) has read and understood or has had sufficient opportunity to read and understand all of the Agreement. This Agreement supersedes all previous and contemporaneous communications, representations or agreements, written or oral relating to GPSit Inc. services. GPSit Inc's failure to object to any additional or different provisions proposed by Customer shall not constitute a waiver of any term or condition in this Agreement, nor constitute acceptance of any such Customer's terms and conditions. GPSit lease programs are a 36 month contact for services with a buy out at $30 per device. After the buy out is paid, the monthly rate will drop to a standard rate. If the customer does not buy out of the lease program, GPSit will still charge the monthly rate agreed in this agreement. If there are any cancellations of service after 30 days, while in the lease program, the customer is obligated to pay the full term of the remaining contract and to return all product back to GPSit. Without the return of the product GPSit will continue to bill monthly services as stated in this agreement. If the customer buys the hardware and cancels the order within the 30 day trial period, there will be a restocking fee of 20% of the retail cost of the devices. For a customer in a lease service agreement the product is retailed at $300, the restocking fee is $60.00 per unit/item. NO returns are accepted after 30 days. All hardware purchases include 1 year service contract. Hardware purchases (excluding lease programs) have an early termination fee of $100 per unit/line or device, after 1 year the contract will become automatically month to month. GPSit has the right to shut down devices for non payment at anytime. All hardware purchases must be prepaid prior to delivery unless noted in this agreement. GPSit offers a 12 month warranty on all hardware from the date of purchase of any manufacture defect or flaw. This does not cover any accidental or misuse or customer neglect of the device. Buying and replacement of the batteries are the customers responsibility. Lease or month to month contract customers can purchased a replacement device at a "replacement cost" if a device is lost, stolen or broken. The "replacement device" must maintain a number/MDN that is already existing on the current monthly bill. **PAYMENT: if customer account is suspended for nonpayment, there will be a $25.00 (per device) Reactivation Fee, due prior to restoring service.**

Customer Approval for Purchase	GPSit Approval for Purchase
Customer Name	Name
Signature	Signature
Title	Title
Date	Date

INTERNAL USE ONLY

Date Rcvd:		Order #		MSTR	
Invoice #		Ship Date		ESN	
Invoice Date:		Pymt Date		RECRNG	

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Date: 12/06/2022

Requested By: CUTLER

Sponsor: Commissioner Shell

Agenda Item:

Authorize the County Judge to execute an addendum and Participation Agreement with AllPaid, Inc. in relation to the County's Genesis eBonds Agreement. **SHELL/CUTLER**

Summary:

Fiscal Impact:

Amount Requested: N/A
Line Item Number: N/A

Budget Office:

Source of Funds: N/A
Budget Amendment Required Y/N?: N/A
Comments: Processing fees are the responsibility of the Bond Payer, not Hays County (Participant).

Auditor's Office:

Purchasing Guidelines Followed Y/N?:
G/L Account Validated Y/N?:
New Revenue Y/N?:
Comments:

Attachments

eBonds Addendum
AllPaid Agreement

ADDENDUM TO ORIGINAL EBONDS CONTRACT

Below is the additional Participation Agreement related to the CASH BOND PROCESSING that is to be conducted within eBonds through AllPaid, a credit/debit card payment service provider.

This service is also provided at NO COST to Government Agencies and all debit/credit card payments are guaranteed, so there is NO RISK to your jurisdiction in allowing these payments through the eBonds/AllPaid portal for cash bail.

Genesis eBonds and AllPaid work collaboratively to deliver these CASH BOND payment services therefore the following documents are in addition to the original eBonds agreement.

1) Signatures

State of Texas County of Hays

Printed Name: _____

Title: _____

Signature: _____

Date: _____

GenCore Candeo, Ltd. Dba The Genesis Group

Printed Name: _____

Title: _____

Signature: _____

Date: _____

PARTICIPATION AGREEMENT

HAYS COUNTY SHERIFF'S OFFICE 1307 UHLAND ROAD SAN MARCOS, TX 78666	AllPaid, Inc. ("AllPaid") 7820 Innovation Boulevard, Suite 250 Indianapolis, Indiana 46278 Phone: (866) 564-0169 Facsimile: (888) 665-4755 Email: accountservices@allpaid.com

1. Services; Agency Appointment and Effect. The above-named entity ("Participant") and AllPaid agree that AllPaid is to act as Participant's agent for the limited purpose of receiving payments from Payers on Participant's behalf and Participant expressly authorizes AllPaid to act as its agent for the receipt of Payer funds. Payment from the Payer to AllPaid by use of AllPaid's payment processing services shall be considered payment to Participant, extinguishing the Payer's payment obligation to Participant (in the amount paid by the Payer) as if the Payer had paid Participant directly, subject to any right Participant has to reject such transaction. AllPaid, and not the individual Payer, is solely liable to Participant for Payer funds if AllPaid fails to remit funds to Participant from Payers using AllPaid's services and AllPaid accepts such appointment subject to any conditions and limitations in this Participation Agreement and any attachments hereto ("Agreement"). AllPaid shall provide Participant with training, documentation, and electronic and telephonic support at AllPaid's expense. AllPaid shall cause funds to be forwarded electronically to such account as Participant designates within two banking days after transaction authorization. AllPaid shall provide Participant with participation procedures that Participant must follow in using AllPaid's payment services.

2. Term and Termination. This Agreement shall become effective upon the date of the latter signature to this Agreement ("Effective Date") and shall continue for three years, automatically renewing for additional one-year periods commencing on the third anniversary of the Effective Date. This Agreement may be terminated (i) by Participant at any time with or without cause upon 30 days' written notice to AllPaid; (ii) by AllPaid upon 30 days' written notice to Participant prior to any renewal term; or (iii) by either party immediately upon notice to the other party of such other party's material breach of this Agreement, subject to a reasonable opportunity to cure such breach.

3. Fees. AllPaid shall collect the Service Fees shown in Attachment "A" based on type of payment processed from the Payer or from Participant, as Participant specifies to AllPaid, on behalf of Participant, retaining such Service Fees as its sole compensation. Participant may select any or all of the payment types available as follows:

- For cash bail/bond payments, "**Service Fee Schedule for Bail Payments"** applies.
- For criminal justice-related payments, such as fees for probation management, electronic monitoring, work release, restitution, or other payments associated with reducing or avoiding a term of incarceration, **"Service Fee Schedule for Criminal Justice-Related Payments"** applies.
- For payment of civil fines or fees, **"Service Fee Schedule for Civil Fines and Payments"** applies.

AllPaid will apply its then-current Service Fee to the payment types Participant has selected for processing under this Agreement. AllPaid may modify any or all Service Fees at its sole option, providing Participant with 30 days' advance written notice. **ALL SERVICE FEES ARE NON-REFUNDABLE.** AllPaid reserves the right to charge Participant for services or equipment beyond the scope of this Agreement, such as custom software development, non-AllPaid standard peripheral devices, and other services and support as the parties may agree upon.

4. Disputes and Chargebacks. AllPaid shall be responsible for handling all transaction disputes associated with Payers' use of cards to make payments to Participant through AllPaid. Further, AllPaid shall be responsible for all chargebacks initiated not more than 180 days after the transaction. If AllPaid determines that a chargeback may be inappropriate, AllPaid expects Participant to provide reasonable assistance in any challenge AllPaid makes to the chargeback. AllPaid reserves the right to adjust

service and security levels as AllPaid reasonably deems necessary to maintain payment security and integrity.

5. Warranties. Each party warrants that this Agreement is valid, binding, and enforceable against such party in accordance with its terms and that each party has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder. AllPaid further warrants that during the performance of this Agreement, AllPaid (i) shall provide services in a non-discriminatory manner and shall not deny services or employment on the basis of race, creed, color, national origin, sex, age, disability, sexual orientation, military status, marital status, or any other legally protected class; (ii) will comply with all applicable laws and regulations and the rules and procedures applicable to the credit and debit card brands it accepts and processes; and (iii) in accordance with then-current PCI DSS requirements, will maintain proper security and responsibility for Payer data while it is in AllPaid's possession, all at AllPaid's sole cost. Participant further warrants that Participant's decisions and instructions to AllPaid with respect to Payer responsibility for payment of all or any part of the Service Fee shall conform with applicable law.

6. Indemnification and Disclaimers. AllPaid shall indemnify and save harmless Participant, its agents, officers, and employees from responsibility or liability for all damages, costs, expenses, (including reasonable attorney fees and defense costs) relating to death or bodily injury or damages to physical property directly resulting from AllPaid's performance under this Agreement. **ALLPAID ACCEPTS NO RESPONSIBILITY FOR SECURITY OF PAYER DATA ON SYSTEMS OTHER THAN THOSE CONTROLLED BY ALLPAID. ALLPAID LIABILITY WITH RESPECT TO PAYMENTS PROCESSED HEREUNDER IS LIMITED TO MAKING PAYMENTS IN THE AMOUNTS AUTHORIZED. ALLPAID IS NOT A SURETY AND PROCESSING A PAYMENT THROUGH ALLPAID DOES NOT GUARANTEE ANY PARTICULAR OUTCOME INCLUDING, BUT NOT LIMITED TO, A DEFENDANT'S COURT APPEARANCE OR FULL SATISFACTION OF A FINANCIAL OBLIGATION. OTHER THAN WARRANTIES EXPLICITLY MADE IN THIS AGREEMENT, ALLPAID DISCLAIMS ALL WARRANTIES OR REPRESENTATIONS OF ANY KIND, EXPRESS OR IMPLIED. NEITHER PARTY SHALL BE LIABLE FOR INCIDENTAL, INDIRECT, PUNITIVE, OR CONSEQUENTIAL DAMAGES EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. PARTICIPANT BEARS RESPONSIBILITY FOR ANY ADMINISTRATIVE ACTIONS IT MAY TAKE IN CONNECTION WITH SERVICES PROVIDED UNDER THIS AGREEMENT.**

7. Independent Contractor. AllPaid shall provide all services to Participant as an independent contractor. Other than the limited agency of AllPaid to accept payments for Participant, nothing contained herein shall be deemed to create any association, partnership, joint venture, or relationship of master and servant or employer and employee between the parties or to provide either party with the right, power, or authority, expressed or implied, to create any such duty or obligation on behalf of the other party.

8. Taxes. AllPaid shall be responsible for the payment of all taxes legally imposed upon its services.

9. Notices. All legal notices permitted or required by this Agreement shall be in writing and given to the respective parties in person, by first class mail, by recognized private courier, or by facsimile (with a hard copy following) directed to the address first stated in this Agreement or to such other person or place that the parties may from time to time designate (if to AllPaid, note "Attention: Account Services"). Notices and consents under this section shall be deemed to be received, if sent by mail or courier, five days following their deposit in the U.S. Mail or with such courier or, if sent by facsimile, when such facsimile is transmitted to the number the intended recipient provides and sender receives a confirmation that such facsimile was transmitted.

10. SERVICE CHANGES: Participant is responsible for advising AllPaid as to the types of payments AllPaid is authorized to accept on Participant's behalf (per the fees and conditions in Attachment "A") and the type of service and equipment modes that will apply to each payment type. Participant may at any time (i) authorize AllPaid to accept additional types of payments, (ii) cancel the processing through AllPaid of any types of payments, (iii) modify the service or equipment modes (from among Internet, telephone, Internet and telephone, *Gov$wipe*®, etc.), (iv) modify the account(s) to which AllPaid shall direct payments to Participant, or (v) add other agencies, departments or sub-agencies ("Affiliated Agencies") to, or delete Affiliated Agencies from Participant's use of any AllPaid services and equipment by specifying all such changes to AllPaid in writing. Any such changes will be subject to AllPaid acknowledgment and acceptance in writing and any verification process AllPaid may require. For purposes of this subsection only, "in

writing" shall mean via letter, facsimile, or email (if to AllPaid, to accountservices@allpaid.com). AllPaid reserves the right to adjust service and security levels as AllPaid reasonably deems necessary to maintain payment security and integrity.

11. *Gov$wipe*. AllPaid will provide Participants that select *Gov$wipe* with card readers and peripheral equipment (cables, etc.), which are and will remain the property of AllPaid. Participant understands that AllPaid card readers are embedded with proprietary technology ("Firmware"). AllPaid grants Participant a license to use such card readers and Firmware for the duration of the Agreement. Participant's use of card readers and Firmware shall be limited to the purposes of this Agreement. Acceptance and use of card readers does not convey to Participant any title, patent, copyright, or other proprietary right in or to the Firmware. At all times, AllPaid or its suppliers retain all rights to the Firmware, including but not limited to updates, enhancements, and additions. Participant shall not attempt to access or disclose the Firmware to any party, or transfer, copy, license, sub-license, modify, translate, reverse engineer, decompile, disassemble, tamper with, or create any derivative work based on Firmware.

Participant will use reasonable care to protect card readers from loss, theft, damage or any legal encumbrance. AllPaid shall provide card readers and installation instructions at service implementation and when providing any replacement or additional card readers by shipment to a location Participant designates or, at AllPaid's option, Participant will allow AllPaid and its designated representatives reasonable access to Participant's premises for training purposes and device installation, repair, removal, modification, upgrades, and relocation.

Card readers for use with *Gov$wipe* are designed to communicate Payer data to AllPaid through Participant's computing equipment to which they are cable-attached via USB port. Internet access to AllPaid is required for transaction processing via *Gov$wipe* and is enabled solely by Participant's computers and networks. Participant is responsible to use standard safeguards and practices to keep its computers and networks secure and free from malicious software or hardware. AllPaid shall not be held liable to Participant for exposure of Participant's computers or networks to malicious software or hardware of any kind. AllPaid is solely responsible for the maintenance of any card readers and shall supply Participant with replacement card readers on Participant's request and as AllPaid deems appropriate. Upon termination of the Agreement, AllPaid may require Participant to return card readers at AllPaid's expense and by such method as AllPaid specifies.

12. Miscellaneous. There are no third-party beneficiaries to this Agreement. This Agreement may not be assigned, in whole or in part, by either party hereto without prior written consent of the other party, which consent shall not be unreasonably withheld. Either party is excused from performance and shall not be liable for any delay in performance or non-performance, in whole or in part, caused by the occurrence of any contingency beyond the control of the non-performing party including, but not limited to, work stoppages, fires, civil disobedience, riots, rebellions, terrorism, loss of power or telecommunications, flood, storm, Acts of God, and similar occurrences. This Agreement shall be governed by the internal laws of the state in which Participant is located. Litigation regarding this Agreement shall be filed in state or federal courts of appropriate jurisdiction in or near the county in which Participant is located. Any waiver must in in writing and signed by the party to be charged and a waiver of any portion of this Agreement shall not be deemed a waiver or renunciation of other portions. Rights and obligations under this Agreement which by their nature should survive will remain in effect after termination or expiration hereof. In the event that any provision of this Agreement is adjudicated by any court of competent jurisdiction to be invalid, illegal, void, or unenforceable, all other provisions of this Agreement shall remain in full force and effect.

13. Completeness. This Agreement including its authorized attachment(s) is the entire agreement between the parties and expresses the complete understanding of the parties, superseding all prior or contemporaneous agreements with regard to the subject matter herein. This Agreement may not be altered, amended or modified except in a writing incorporated hereto and signed by the parties, provided, however, that AllPaid may revise the terms of this Agreement if required to comply with law, regulation, or card industry rules and AllPaid provides prompt notice to Participant of such change(s) and may modify fees per Section 3.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

14. Execution. This Agreement may be executed simultaneously in multiple counterparts, each of which is deemed an original, but all of which taken together constitute one and the same instrument. All signed fax or electronically imaged counterparts to this Agreement shall be deemed as valid as originals.

HAYS COUNTY SHERIFF'S OFFICE

_____

By: _____

Title: _____

Date: _____

ALLPAID, INC.

_____

By: _____

Title: _____

Date: _____

ATTACHMENT "A" – SERVICE FEES

Service Fees may be the responsibility of Payer, Participant, or shared by Payer and Participant. Unless Participant advises AllPaid otherwise, Participant will be presumed to have chosen that Payers shall be responsible for all Service Fees. If Participant elects to pay all or any portion of the Service Fee, Participant must so advise AllPaid in writing using the method specified in section 9. For any Service Fees Participant elects to pay, AllPaid will debit Participant's account for Participant's share of the Service Fee in accordance with the terms of the debit authorization form AllPaid provides. Participant must allow AllPaid 30 days to make any changes Participant requests to the Service Fee responsibility.

ALL SERVICE FEES ARE NON-REFUNDABLE

Service Fee Schedule for Cash Bail Payments
5.0%
Cardholders posting cash bail online may attempt transactions of up to $50,000 ***Cardholders posting cash bail via Call Center/Live Agent may attempt transactions of up to $10,000.*** ***There is no additional charge for Call Center/Live Agent assistance for cash bail postings.***

Service Fee Schedule for Criminal Justice-Related Payments	
Service Fee for Payments via Web/*Gov$wipe*®	**Service Fee for Payments via Call Center/Live Agent**
3.75% *Minimum Fee = $3.50*	**5.25%** *Minimum Fee = $5.00*

Service Fee Schedule for Civil Fines and Payments							
Transaction Range			**Service Fee**	**Transaction Range**			**Service Fee**
$0.01	>	$50.00	$1.75	$100.01	>	$150.00	$5.75
$50.01	>	$75.00	$2.00	$150.01	>	$200.00	$7.25
$75.01	>	$100.00	$3.75	*For each additional increment of $50.00, or portion thereof, add $2.00*			
Add $2.50 to each fee amount for use of operator assistance to process a payment.							

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Date: 12/06/2022

Requested By: CUTLER

Sponsor: Commissioner Shell

Agenda Item:

Authorize the County Judge to execute a Second Amendment to the Interlocal Cooperation Agreement between Hays County and Comal County for Jail Services, effective January 1, 2023. **SHELL/CUTLER**

Summary:

Fiscal Impact:

Amount Requested: Contract rate increase from $85 to $100 per day per inmate
Line Item Number: 001-618-03.5361

Budget Office:

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

Auditor's Office:

Purchasing Guidelines Followed Y/N?: Interlocal Cooperative Agreement
G/L Account Validated Y/N?: Yes, Contract Inmate Detention
New Revenue Y/N?: N/A
Comments:

Attachments

Second Amendment

SECOND AMENDMENT

TO INTERLOCAL COOPERATION AGREEMENT

BETWEEN HAYS COUNTY AND COMAL COUNTY

FOR JAIL SERVICES

This Second Amendment to the Interlocal Cooperation Agreement for Jail Services ("Amendment") is entered into by and between Comal County, Texas ("Comal") and Hays County, Texas ("Hays"), parties to the Interlocal Cooperation Agreement for Jail Services dated February 21, 2021 ("Agreement"). By execution of this Amendment, the parties agree that the Agreement shall be amended effective January l, 2023.

Comal and Hays now desire to amend the terms of the Agreement as more particularly set forth below:

1. **ARTICLE III, Section 1 PER DIEM RATE** is amended as follows:

   "The per diem rate for detention services under this Agreement is ~~eighty-five dollars ($85.00)~~ one hundred dollars ($100.00) per man-day, subject to Article 1, Section 2 of this Agreement. This rate covers one inmate per day. A portion of any day will count as a man-day under this agreement, except that Hays may not be billed for two calendar days when an inmate is admitted one evening and removed the following morning. In that situation, Comal will bill Hays for the day of arrival, but not for the day of departure."

Except for the above modifications, all other terms and conditions of the Agreement will remain unchanged, unless properly modified by subsequent amendment under the terms of the agreement. If there is conflict between this Amendment and the Agreement, the terms of this Amendment will prevail.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum as of the dates set forth below.

COMAL COUNTY, TEXAS	**HAYS COUNTY, TEXAS**
_____	_____
Sherman Krause, County Judge	**Ruben Beccera, County Judge**
DATE:_____	**DATE:**_____
ATTEST:	**ATTEST:**
_____	_____
Bobbie Koepp, County Clerk	**Elaine H. Cardenas, County Clerk**

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Date: 12/06/2022

Requested By: Jerry Borcherding

Sponsor: Judge Becerra

Agenda Item

Approve specifications of IFB 2023-B10 Culverts and authorize Purchasing to solicit for bids and advertise.
BECERRA/BORCHERDING

Summary

Hays County issues this Invitation for Bid (IFB) to solicit bids for annual contracts for furnishing Culvert materials set forth in this bid invitation. These materials are generally used by the Hays County Transportation Department for road maintenance and construction projects.

Attachments

IFB 2023-B10 Culverts
Attachment A - IFB 2023-B10 Bid Form

SOLICITATION, OFFER AND AWARD

Hays County Auditor
Purchasing Office
712 S. Stagecoach Trail, Suite 1071
San Marcos, Texas 78666

Solicitation No.: IFB 2023-B10 **Culverts**	**Date Issued: December 8, 2022**

SOLICITATION

Vendors must submit proposals as listed: One (1) original and one (1) digital copy on a thumb drive at the Hays County Purchasing Office at the address shown above or Electronically through BidNet Direct and one (1) hard copy at the Hays County Purchasing Office at the address shown above until:

12:00 p.m. local time December 27, 2022.

Bids received after the time and date set for submission will be returned unopened.

Submit questions via email to: purchasing@co.hays.tx.us	Questions concerning this IFB must be received in writing no later than 5:00 on December 14, 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: Mailing Address:		Name: Title: Email Address: Phone No.:	
Signature:		Date:	
Name, Email Address and Phone No. of person authorized to conduct negotiations on behalf of Respondent:			

NOTICE OF AWARD (To be completed by County)

Funding Source:	Awarded as to item(s):	Contract Amount:
Vendor:		Term of Contract:
This contract issued pursuant to award made by Commissioners Court on:	Date:	Agenda Item:

Important: Award notice may be made on this form or by other Authorized official written notice.	_____ Hays County Judge	_____ Date
	_____ Hays County Clerk	_____ Date

Table of Contents

Solicitation, Offer and Award 1

I. Summary 3

II. IFB Submittal Checklist 5

III. Specifications 6

A. Introduction 6

B. Materials Requirement 6

C. Qualifications 6

D. Mandatory Bid Form 6

E. Submittal Requirements 7

F. Award of Contract 7

G. Contract Term & Price Redetermination 8

H. Warranty of Performance 8

I. Piggyback Clause 9

IV. General Terms and Conditions for Solicitations 10

V. Vendor Reference Form 19

VI. Certificate of Interested Parties 20

VII. Conflict of Interest Questionnaire 21

VIII. Code of Ethics 23

IX. HUB Practices 24

X. House Bill 89 Verification 26

XI. Senate Bill 252 Certification 27

XII. Vendor/Bidder's Affirmation 28

XIII. Related Parties Disclosure Form 29

XIV. Federal Affirmations and Solicitation Acceptance 31

Attachment A – IFB 2023-B10 Bid Form

I. Summary

1. Type of Solicitation:	Invitation for Bid (IFB)
2. Solicitation Number:	IFB 2023-B10 Culverts
3. Issuing Office:	Hays County Auditor Purchasing Office 712 S. Stagecoach Trial, Suite 1071 San Marcos, TX 78666
4. Responses to Solicitation:	Sealed proposals marked with Solicitation Number and Vendor Name on the outermost envelope One (1) Original and one (1) digital copy on a thumb drive, or Electronic Bid packets submitted through BidNet Direct and one (1) hard copy is required to be received.
5. Deadline for Responses:	In issuing office no later than: **December 27, 2022, 12:00 p.m. Central Time (CT)**
6. Initial Contract Term:	January 2023 - December 2023
7. Optional Contract Terms:	Four (4) optional one (1) year renewal terms
8. Designated Contact:	Hays County Purchasing Email: purchasing@co.hays.tx.us
9. Questions & Answers:	**Questions regarding this solicitation must be made in writing and submitted to the designated contact above no later than December 14, 2022, 5:00 p.m. CT. Telephone inquiries will not be accepted.** Questions may be submitted by email to the address above. Answers to questions will be provided in the form of an addendum posted after the question deadline on the CivicPlus, BidNet Direct, and ESBD websites for the benefit of all potential respondents. The County reserves the right to contact the person submitting a question to clarify the question received, if necessary. Each clarification, supplement, or addenda to this IFB, if any, will be posted on the CivicPlus, BidNet Direct and ESBD websites. All potential or actual respondents are responsible for monitoring the websites for such materials. Respondents are deemed to have notice of, and are required to comply with, any such material posted in accordance with this paragraph. Respondents should not rely upon any other sources of written or oral responses to inquiries.
10. Addenda	Any interpretations, corrections or changes to this IFB and

specifications will be made by addenda. Sole issuing authority of addenda shall be vested in the Hays County Purchasing Office. It is the Respondent's responsibility to acknowledge receipt of all addenda with bid submission.

11. Contact with County Staff: Upon issuance of this solicitation, employees and representatives of Hays County, other than the Purchasing Office staff identified as the Designated Contact above, will not discuss the contents of this solicitation with any Respondent or its representatives. Failure of a Respondent or any of its representatives to observe this restriction may result in disqualification of any related offer. This restriction does not preclude discussions between affected parties for the purpose of conducting business unrelated to this procurement.

Anticipated Schedule of Events

December 8, 2022	Issuance of IFB
December 14, 2022	Deadline for Submission of Questions (5:00 PM CT)
December 27, 2022	Deadline for Submission of Proposals (12:00 PM CT) **Late bids will not be accepted.**
January 2023	Anticipated contract award date

II. IFB Submittal Checklist

This checklist is provided for the Vendor's convenience and identifies the documents that MUST be submitted for the bid/proposal to be considered responsive, as well as the required forms requested by Hays County.

A COMPLETE SOLICITATION RESPONSE PACKAGE INCLUDES:

The following forms MUST be returned for the bid/proposal to be considered responsive:

____ 1. Solicitation, Offer and Award Form completed and signed

____ 2. Mandatory Bid Form: Attachment A

____ 3. Vendor Reference Form

Required Forms by Hays County:

____ 1. Conflict of Interest Questionnaire completed and signed

____ 2. Code of Ethics signed

____ 3. HUB Practices signed

____ 4. House Bill 89 Verification signed and notarized

____ 5. Senate Bill 252 Certification

____ 6. Debarment & Licensing Certification signed and notarized

____ 7. Vendor/Bidder's Affirmation completed and signed

____ 8. Related Party Disclosure Form

____ 9. Federal Affirmations and Solicitation Acceptance

____ 10. System for Award Management (www.SAM.gov) Entity Registration Page

____ 11. Any addenda applicable to this solicitation

Hays County will accept bids, by the stated due date by one of the following methods:

____ 1. Electronic Submission of Bid Packet through BidNet Direct and one (1) hard copy delivered to the Hays County Purchasing Office (address below), OR

____ 2. One (1) original of the proposal and one (1) digital copy on a thumb drive in a sealed envelope with the Solicitation Number and Vendor's Name on the outermost envelope, addressed to the Hays County Purchasing Office:

Hays County Purchasing, 712 S Stagecoach Trail, Suite 1071, San Marcos, TX 78666

III. Specifications

A. Introduction

Hays County issues this Invitation for Bid (IFB) to solicit bids for annual contracts for furnishing Culvert materials set forth in this bid invitation. These materials are generally used by the Hays County Transportation Department for road maintenance and construction projects.

B. Materials Requirement

All materials listed shall meet the applicable specifications for the item, class, and type as identified on the bid form (see Attachment A: IFB 2023-B10 Culverts - Bid Form). For items identified with a "TXDOT Item" number, refer to the Texas Department of Transportation Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges (adopted November 1, 2014).

Hays County reserves the right to refuse or reject any materials that do not meet the requirements of the specifications. Any materials refused or rejected based on non-conformance with the specifications shall be removed at no cost to the County.

C. Qualifications

RESPONSIBILTY: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder must meet the following requirements:

- Have adequate financial resources, or the ability to obtain such resources as required
- Be able to comply with required or proposed delivery schedule
- Have a satisfactory record of performance
- Be otherwise qualified and eligible to receive an award
- Have the proper equipment to fulfill the terms and conditions of this contract such as proper equipment for weighing materials, loading materials, delivering materials, etc.

COMPLIANCE WITH LAWS: The successful bidder shall comply with all applicable federal, state and local laws and regulations pertaining to the practice of the profession and the execution of the duties under the bid.

INSURANCE: The successful bidder will be required to furnish proof of insurance for Workers' Compensation, Auto Liability and General Liability before any work may begin.

SYSTEM FOR AWARD MANAGEMENT**:** Respondent and its Principals may not be debarred or suspended nor otherwise on the Excluded Parties List System (EPLS) in the System for Award Management (SAM). Include verification that the company as well as the company's principals are not listed (are not debarred) through the System for Award Management (www.SAM.gov). Enclose a printout of the Entity Registration Page in active status.

TIME OF PERFORMANCE**:** It is imperative that the prospective respondent respond to County requests in a timely manner and comply with required or proposed delivery schedules. Please describe how you intend to respond to and track County requests.

It is the practice of Hays County to encourage local participation and to promote and encourage contracting and subcontracting opportunities for locally owned businesses and labor in all contracts. The County of Hays does not discriminate on the basis of race, color, national origin, sex, religion, age and disability in employment or the provision of services.

D. Mandatory Bid Form

Respondent must provide its total bid amount by completing the mandatory bid form included as Attachment A: IFB 2023-B10 Bid Form.

Pricing for materials shall be bid for pickup by Hays County at the bidder's plant and for delivery to the Hays County Transportation Department located at 2171 Yarrington Road, Kyle, TX 78640. Shipping shall be F.O.B. destination; therefore, material prices for delivery by truck to Hays County must include all shipping, handling/delivery fees and fuel surcharges. Respondent may bid on all or any portion of the items listed for bid.

Hays County is exempt from federal excise and state sales tax; therefore, tax must not be included in this bid.

ESTIMATED QUANTITIES: Quantities listed on the bid form are approximations of annual needs and will be used for the comparison of bids. Individual orders and payments will be made in accordance with the contract. Hays County is not obligated to purchase any minimum amount, and the County may purchase any reasonable amount greater than the estimate for the same unit price. Any limit on quantities available must be stated expressly in the bid.

E. Submittal Requirements

Respondent must deliver their proposal to the Hays County Purchasing Department by one of the following methods by the specified deadline:

Mailed or Dropped off Proposals:

- One (1) original proposal with required forms manually signed by the Vendor with original signatures
- One (1) digital copy of the full proposal with all required forms on a thumb drive

Electronic Proposals:

- Upload proposal with required forms manually signed by the Vendor. (through BidNet Direct)
- One (1) original proposal with required forms manually signed by the Vendor, delivered to the Hays County Purchasing Office. Either the original or Electronic Proposal (through BidNet Direct) MUST be received by the due date and time to be considered responsive.

LATE SUBMITTALS WILL NOT BE ACCEPTED.

ALTERING BIDS: Any interlineations, alteration, or erasure made before receiving time must be initialed by the signer of the bid, guaranteeing authenticity.

WITHDRAWING OF BID: A bid may be withdrawn at any time prior to the official opening. After the official opening, bids may not be amended, altered or withdrawn without the recommendation of the County Purchasing Manager and the approval of Commissioners Court.

FORMS: All bids must be submitted on the forms provided in this bid document. Changes to bid forms made by bidders shall disqualify the bid.

REFERENCES: Hays County requires respondent to supply a list of at least three (3) references (See Section IV for Vendor Reference Form) where like services have been supplied by their company. Include name of company, address, telephone number and name of representative.

F. Award of Contract

BASIS OF AWARD: The County reserves the right to award a contract to a bidder on the basis of unit price low bid and/or the best value for the County. The County reserves the right to reject, or accept in part or in whole any bids submitted and waive any technicalities for the best interest of the County.

The bid award shall be based on but not necessarily limited to, the following factors:

- Total price

- Special needs and requirements of Hays County
- Hays County's evaluation of vendor's ability to perform
- Vendor's references

CONTRACT: This bid, when properly accepted by Hays County shall constitute a contract equally binding between the successful bidder and Hays County. No negotiations, decisions, or actions shall be initiated or executed by any vendor as a result of any discussions with any County employee. Only those communications that are in writing from the Purchasing Manager shall be considered as a duly authorized expression on behalf of the County. No oral agreements either expressed or implied will be considered in fulfilling this contract. No additional terms will become part of this contract with the exception of Commissioners Court approved change orders.

BIDDER AGREES, if this bid is accepted, to furnish any and all services upon which prices are offered, at the price(s) and upon the terms and conditions contained in the specifications. The period for acceptance of the bid will be sixty (60) calendar days.

The successful bidder expressly warrants that all services specified in the IFB will be performed with care and diligence and in accordance with all specifications of the IFB. The successful bidder agrees to correct any deficiencies in its performance of services upon notification by the County and without additional expense to the County.

The County reserves the right to reject or accept in part or in whole any bids submitted and waive any technicalities for the best interest of the County.

If the bid is accepted and approved by Commissioners Court, this document shall be made part of the contract. No negotiations, decisions, or actions shall be initiated or executed by any vendor as a result of any discussions with any County employee. No oral agreements either expressed or implied will be considered in fulfilling this contract.

G. Contract Term & Price Redetermination

The term of this contract will begin on the date of award by the Hays County Commissioners Court in January 2023 and be effective for 1 year. Hays County reserves the right to extend this contract annually for a maximum of four (4) additional one (1) year periods.

If applicable, a price redetermination may be considered by Hays County only at the anniversary date of the contract. A request for price increase must be submitted in writing to the Purchasing Manager at least 60 days prior to the expiration of the contract. Until this time, the prices as previously agreed to by both County and Vendor will be considered firm for the initial term. The proposed price may be considered by Hays County for the subsequent annual renewal option, shall be substantiated in writing, and shall not exceed the increase as published by the United States Department of Labor - Bureau of Labor and Statistics, Producer Price Index (PPI), for the most current data representing a 12-month period at the time of consideration. Price change will be evaluated using a single-index percentage method. The applicable index for this contract and subsequence price redeterminations will be PPI 324 Asphalt Paving and Roofing Materials Manufacturing. Hays County Commissioners Court reserves the right to accept or reject any/all of the price redetermination, rebid the contract, or use a market survey as it deems to be in the best interest of the County. Hays County reserves the right during the price evaluation period to apply reduced pricing for applicable term. Approved price increases and decreases shall remain firm for the entire re-determination period.

H. Warranty of Performance

The successful respondent expressly warrants that all services specified in the IFB will be performed with care and diligence and in accordance with all specifications of the IFB. The successful bidder agrees to

correct any deficiencies in performance of services upon notification by the County and without additional expense to the County.

CONTINUING NON-PERFORMANCE of the bidder, in terms of specifications, shall be basis for the termination of the contract by the County. The County shall not pay for merchandise/services that are unsatisfactory. Failure to perform any provision will constitute a default of contract, in which case, corrective action shall take place within ten (10) days from the date of written notice citing the nature of breach. Failure to take corrective action or to provide a satisfactory written reply excusing such failure within the prescribed ten (10) days will authorize the County to terminate this agreement by written notice.

COMPLIANCE WITH LAWS: The successful Respondents shall comply with all applicable federal, state and local laws and regulations pertaining to the practice of the profession and the execution of the duties under the solicitation. Any contract executed as a result of this IFB shall be governed by the laws of the State of Texas.

I. Piggyback Clause

Other State and Local Government Agencies within and around Hays County may buy off this agreement at the same prices listed in the Bid Form during the performance period, pending an agreement between the Contractor and the third-party entity. It is understood and agreed by Hays County and awarded contractor that any governmental entity that has an Interlocal Agreement with Hays County, may purchase the materials and services specified herein in accordance with the prices, terms, and conditions of this agreement. It is also understood and agreed that each local entity will establish its own contract with the awarded contractor, be invoiced therefrom and make its own payments to the awarded contractor in accordance with the terms of the contract established between the new governmental entity and awarded contractor. It is also hereby mutually understood and agreed that Hays County is not a legally bound party to any contractual agreement made between awarded contractor and any entity other than Hays County.

IV. General Terms and Conditions for Solicitations Applicable To: Invitations for Bid (IFB)

1. GENERAL DEFINITIONS:
    a. "Auditor" means the Hays County Auditor or his/her designee.
    b. "Commissioners Court" means Hays County Commissioners Court.
    c. “Contract” means the contract awarded pursuant to the IFB.
    d. “Contractor” means a person or firm receiving an award of contract from Commissioners Court.
    e. "County" means Hays County, Texas, a political subdivision of the State of Texas.
    f. "County Building" means any County owned buildings and does not include buildings leased by County.
    g. "Is doing business" and "has done business" mean:
        i. Paying or receiving in any calendar year any money or other valuable thing which is worth more than $250 in the aggregate in exchange for personal services or for purchase of any property or property interest, either real or personal, either legal or equitable; or
        ii. Loaning or receiving a loan of money; or goods or otherwise creating or having in existence any legal obligation or debt with a value of more than $250 in the aggregate in a calendar year;
        iii. But does not include any retail transaction for goods or services sold to a Key Contracting Person at a posted, published, or marked price available to the general public.
    h. "Purchasing Manager" means the Hays County Purchasing Manager.
    i. “Sub-contractor” means a person or firm doing business with a Contractor.

2. FUNDING: Funds for payment on this Contract have been provided through the County budget approved by Commissioners Court for this fiscal year only. State of Texas statutes prohibit the obligations and expenditure of public funds beyond the fiscal year for which a budget has been approved. However, the cost of items or services covered by this Contract is considered a recurring requirement and is included as a standard and routine expense of Hays County to be included in each proposed budget within the foreseeable future. County Commissioners expect this to be an integral part of future budgets to be approved during the period of this Contract except for unanticipated needs or events which may prevent such payments against this Contract. However, County cannot guarantee the availability of funds, and enters into this Contract only to the extent such funds are made available. The Fiscal Year for County extends from October 1st of each calendar year to September 30th of the next calendar year.

3. FUNDING OUT: Despite anything to the contrary in this Contract, if, during budget planning and adoption, Commissioners Court fails to provide funding for this Contract for the following fiscal year of County, County may terminate this Contract after giving Contractor thirty (30) calendar days written notice that this Contract is terminated due to the failure to fund it.

4. INVOICING/PAYMENTS:
    a. Contractor shall provide County with an Internal Revenue Form W-9, Request for Taxpayer Identification Number and Certification, that is completed in compliance with the Internal Revenue Code and its rules and regulations before any Contract funds are payable.
    b. As a minimum, invoices shall include: (i) name, address, and telephone number of Contractor and similar information in the event payment is to be made to a different address; (ii) County Contract or Purchase Order number; (iii) identification of products or services as outlined in this Contract; (iv) quantity or quantities, applicable unit prices, total prices, and total amount; and (v) any additional payment information called for by this Contract. County will not pay invoices that are in excess of the amount authorized by the purchase order.
    c. Payment shall be made by check or warrant by County upon satisfactory delivery and acceptance of products and services and submission of an invoice to the address below:
    Hays County Auditor
    Attention: Accounts Payable
    712 S Stagecoach Trail, Suite 1071

San Marcos, Texas 78666

d. Payment shall be deemed to have been made on the date of mailing of the check or warrant. For purposes of payment discounts, time will begin upon satisfactory delivery of products and services and/or submission of acceptable invoice, whichever is last. Partial payments will not be made unless specifically requested and approved by County prior to Contract award.
e. Accrual and payment of interest on overdue payments shall be governed by Tex. Gov't Code Ann., ch. 2251.

5. COUNTY TAXES: If the Contractor subsequently becomes delinquent in the payment of County taxes, it will be grounds for cancellation of the contract. Despite anything to the contrary, if the contractor is delinquent in payment of County property taxes at the time of invoicing, Contractor assigns any payments to be made for performance under this contract to the County Tax Assessor-Collector for the payment of delinquent taxes.

6. PROMPT PAYMENT ACT: TEX. GOV'T CODE ANN., ch 2251 (Vernon Supp. 1995) requires that payments be made within 30 calendar days. If County fails to pay within 30 days, interest on overdue amounts is subject to Chapter 2251, Texas Government Code. The law does not apply if the terms of a federal grant, contract, regulation, or statute prevent local governments from making timely payments with federal funds. Contractors and subcontractors must pay their suppliers interest if the supplier is not paid within 10 calendar days after the contractor or subcontractor receives payment. Contractors must apply for interest payments within 6 months of submitting a proper invoice if they believe such interest was due but not paid. Interest begins accruing 30 days after either of the following, whichever is later; (i) satisfactory delivery or performance has been completed, or, (ii) a correct invoice is received at the designated place.

7. FOB POINT: Delivery of all products under this contract, if any, shall be made Free on Board to final destination, at the address shown in this contract or as indicated on each Purchase Order placed against this contract. The title and risk of loss of the goods shall not pass to County until acceptance takes place at the F.O.B. point.

8. INSPECTION AND ACCEPTANCE: The County office or department receiving items pursuant to this contract shall inspect and accept only those items that are satisfactory to them, and reject those items which are damaged or which do not conform to specifications. Contractor shall be responsible for the proper labeling, packing, and delivery to final destination, including replacement of rejected deliveries.

9. VARIATION IN QUANTITY: No variation in the quantity of any item called for by this contract will be accepted unless such variation has been caused by conditions of loading, shipping, or packing, or allowances in manufacturing processes, and then only to the extent, if any, specified elsewhere in this contract.

10. OFFICIALS NOT TO BENEFIT: If a member of Commissioners Court belongs to a cooperative association, the County may purchase equipment or supplies from the association only if no member of the Commissioners Court will receive a pecuniary benefit from the purchase, other than as reflected in an increase in dividends distributed generally to members of the association.

11. NONDISCRIMINATION; CIVIL RIGHTS/ADA COMPLIANCE:
    a. Contractor shall not engage in employment practices that have the effect of discriminating against employees or prospective employees because of age, race, color, sex, creed, national origin or handicapped condition.
    b. Contractor shall provide all services and activities required in a manner that would comply with the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, Public Law 93-1122, Section 504, and with the provisions of the Americans with Disabilities Act of 1990, Public Law 101-336 [S.933] if Contractor were an entity bound to comply with these laws.

12. CHANGES:

a. This Contract may be amended only by written instrument signed by both County and Contractor. It is acknowledged by Contractor that NO OFFICIAL, EMPLOYEE, AGENT OR REPRESENTATIVE OF COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO CHANGE THE SCOPE OF THIS CONTRACT OR OTHERWISE AMEND THIS CONTRACT, OR ANY ATTACHMENTS HERETO, UNLESS EXPRESSLY GRANTED THAT AUTHORITY BY THE COMMISSIONERS COURT.
b. Contractor shall submit all requests for changes to this Contract or any attachment(s) to it to the Purchasing Manager. The Purchasing Manager shall present Contractor's requests to Commissioners Court for consideration.

13. REPRESENTATIONS:
    a. Contractor represents that he has thoroughly examined the drawings, specifications, schedule, instructions and all other contract documents. Contractor has made all investigations necessary to be thoroughly informed regarding plant and facilities for delivery of material, equipment and/or services as required by the proposal conditions.
    b. The Contractor's delivery time includes weekends and holidays.
    c. Contractor certifies that he is a qualified, bondable business entity that he is not in receivership or contemplates it, and has not filed for bankruptcy. He further certifies that the Company, Corporation, Partnership, or Sole Proprietorship is not delinquent with respect to payment of County property taxes.
    d. Contractor warrants that all applicable patents and copyrights which may exist on items that will be supplied under the contract have been adhered to and further warrants that County shall not be liable for any infringement of those rights. Warranties granted County shall apply for the duration of this contract or for the life of equipment or supplies purchased, whichever is longer. County must not extend use of the granted exclusive rights to any other than County employees or those with whom County has established a relationship aimed at furthering the public interest, and then only for official public uses. County will not knowingly or intentionally violate any applicable patent, license, or copyright. Contractor must indemnify County, its officers, agents, and employees against all claims, suits, and liability of every kind, including all expenses of litigation, court costs, and attorney's fees arising in connection with any alleged or actual infringement of existing patents, licenses or copyrights applicable to items sold.
    e. The Contractor warrants that upon execution of a contract with the County, he will not engage in employment practices which have the effect of discriminating against employees or prospective employees because of age, religion, race, color, sex, creed, handicap, or national origin and will submit reports as the County may require to assure compliance.
    f. Contractor warrants to County that all items delivered and all services rendered will conform to the specifications, drawings, or other descriptions furnished or incorporated by reference, and will be of merchantable quality, good workmanship, and free from defects. Contractor further agrees to provide copies of applicable warranties or guarantees to the Purchasing Manager. Copies will be provided within 10 days after the Notice of Award is issued. Return of merchandise under warranty shall be at Contractor's expense.

14. SUBCONTRACTS:
    a. Contractor shall not enter into any subcontracts for any service or activity relating to the performance of this Contract without the prior written approval or the prior written waiver of this right of approval from County. IT IS ACKNOWLEDGED BY CONTRACTOR THAT NO OFFICER, AGENT, EMPLOYEE OR REPRESENTATIVE OF COUNTY HAS THE AUTHORITY TO GRANT SUCH APPROVAL OR WAIVER UNLESS EXPRESSLY GRANTED THAT SPECIFIC AUTHORITY BY THE COMMISSIONERS COURT.
    b. If a subcontract is approved, Contractor must make a "good faith" effort to take all necessary and reasonable steps to insure HUBs maximum opportunity to be subcontractors under this Contract. Contractor must obtain County approval of all proposed HUB subcontractors through the Purchasing Manager. Failure by Contractor to make a good faith effort to employ HUBs as subcontractors constitutes a breach of this Contract and may result in termination of this Contract.

15. ASSIGNMENT:
    a. The parties to this Contract shall not assign any of the rights or obligation hereunder without the prior written consent of the other party. No official, employee, representative or agent of County has the authority to approve any assignment under this Contract unless that specific authority is expressly granted by Commissioners Court.
    b. The terms, provisions, covenants, obligations and conditions of this Contract are binding upon and inure to the benefit of the successors in interest and the assigns of the parties to this Contract if the assignment or transfer is made in compliance with the provisions of this Contract.
    c. Contractor remains responsible for the performance of this Contract when there is a change of name or change of ownership. If a change of name is required, the Purchasing Manager shall be notified immediately. No change in the obligation of or to Contractor will be recognized until it is approved by Commissioners Court.

16. DISPUTES AND APPEALS: The Purchasing Manager acts as the County representative in the issuance and administration of this contract in relation to disputes. Any document, notice, or correspondence not issued by or to the Purchasing Manager or other authorized County person, in relation to disputes is void unless otherwise stated in this contract. If the Contractor does not agree with any document, notice, or correspondence issued by the Purchasing Manager, or other authorized County person, the Contractor must submit a written notice to the Purchasing Manager within ten (10) calendar days after receipt of the document, notice, or correspondence, outlining the exact point of disagreement in detail. If the matter is not resolved to the Contractor's satisfaction, Contractor may submit a written Notice of Appeal to the Commissioners Court, through the Purchasing Manager, if the Notice is submitted within ten (10) calendar days after receipt of the unsatisfactory reply. Contractor then has the right to be heard by Commissioners Court.

17. MEDIATION: When mediation is acceptable to both parties in resolving a dispute arising under this Agreement, the parties agree to use a mutually agreed upon mediator, or a person appointed by a court of competent jurisdiction, for mediation as described in Section 154.023 of the Texas Civil Practice and Remedies Code. Unless both parties are satisfied with the result of the mediation, the mediation will not constitute a final and binding resolution of the dispute. All communications within the scope of the mediation shall remain confidential as described in §154.073 of the Texas Civil Practice and Remedies Code, unless both parties agree, in writing, to waive the confidentiality.

18. FORCE MAJEURE: If the performance by either party of any of its obligations under this Contract is interrupted or delayed due to an act of God or the common enemy or as the result of war, riot, civil commotion, sovereign conduct, or the act or conduct of any person or persons not a party to this Contract, then it shall be excused from performance for such period of time as is reasonably necessary to remedy the effects thereof.

19. NON-WAIVER OF DEFAULT:
    a. No payment, act or omission by County may constitute or be construed as a waiver of any breach or default of Contractor which then exists or may subsequently exist. No official, agent, employee or representative of County may waive any breach of any term or condition of this Contract unless expressly granted that specific authority by the Commissioners Court.
    b. All rights of County under this Contract are specifically reserved and any payment, act or omission shall not impair or prejudice any remedy or fight to County under it. Any right or remedy in this Contract shall not preclude the exercise of any other right or remedy under this Contract or under any law, nor shall any action taken in the exercise of any right or remedy be deemed a waiver of any other rights or remedies.

20. TERMINATION FOR DEFAULT: Failure by either County or Contractor to perform any provisions of this Contract shall constitute a breach of contract. Either party may require corrective action within ten (10) calendar days after date of receipt of written notice citing the exact nature of the other's breach. Failure to take corrective action or failure to provide a satisfactory written reply excusing such failure within the ten (10) calendar days

shall constitute a default. The defaulting party shall be given a twenty (20) calendar day period within which to show cause why this Contract shall not be terminated for default. All notices for corrective action, breach, default or show cause on behalf of County shall be issued by the Purchasing Manager or County legal representative only, and all replies to the same shall be made in writing to the County Purchasing Manager or County legal representative at the address provided herein. Notices issued by or to anyone other than the Purchasing Manager or County legal representative shall be null and void, and shall be considered as not having been issued or received. County reserves the right to enforce the performance of this Contract in any manner prescribed by law in case of default and may contract with another party with or without competition or further notification to the contractor. At a minimum, Contractor shall be required to pay any difference in the cost of securing the services covered by this Contract, or compensate for any loss or damage to the County derived hereunder if it becomes necessary to contract with another source because of a default, plus reasonable administrative costs and attorney's fees. In the event of termination for default, County, its agents or representatives, shall not be liable for loss of any profits anticipated under this Contract.

21. TERMINATION FOR CONVENIENCE: County reserves the right to terminate this Contract upon thirty (30) days written notice for any reason deemed by the Commissioners Court to serve the public interest, or resulting from any governmental law, ordinance, regulation, or court order. Termination for convenience shall not be exercised with the sole intention of awarding the same or similar contract requirements to another source. In the event of such termination, County shall pay Contractor those costs directly attributable to work done in preparation for compliance with this Contract prior to termination; provided, however, that no costs shall be paid which are recoverable in the normal course of the business in which Contractor is engaged, nor shall County pay any costs which can be mitigated through the sale of supplies or inventories. If County pays for the cost of supplies or materials obtained for use under this Contract those supplies or materials shall become the property of County and shall be delivered to the FOB point shown in this Contract, or as designated by the Purchasing Manager. County shall not be liable for loss of any profits anticipated under this Contract.

22. GRATUITIES: Contractor shall not provide any gratuity in any form, including entertainment, gifts, or otherwise, to any employee, buyer, agent, or representative of County with a view to securing a contract, or securing favorable treatment with respect to the award or amendment, or the making of any determination with respect to the performance of this Contract. County may terminate this Contract if it is found that gratuities of any kind including entertainment, or gifts were offered or given by the Contractor or any agent or representative of the Contractor, to any County Official or employee with a view toward securing favorable treatment with respect of this contract. If this Contract is terminated by the County pursuant to this provision, County shall be entitled, in addition to any other rights and remedies, to recover from the Contractor at least three times the cost incurred by Contractor in providing the gratuities.

23. COVENANT AGAINST CONTINGENT FEES: Contractor represents and warrants that no persons or selling agency has been retained to solicit this Contract upon an understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial selling agencies maintained by the Contractor to secure business. For breach or violation of this warranty, County shall have the right to terminate this Contract without liability, or in its discretion to, as applicable, add to or deduct from the Contract price for consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

24. COUNTY ACCESS: Contractor shall maintain and make available for inspection, audit or reproduction by any authorized representative of County all books, documents, and other evidence pertinent to the costs and expenses of this Contract, including but not limited to both direct and indirect costs, cost of labor, material, equipment, supplies, and services, and all other costs and expenses of whatever nature for which reimbursement is claimed under this Contract. All required records shall be maintained until an audit is completed and all required questions arising therefrom are resolved, or three (3) years after completion of the contract term, whichever occurs first; provided, however, the records will be retained beyond the third year if an audit is in progress or the finding of a completed audit have not been resolved satisfactorily.

25. FORFEITURE OF CONTRACT:
    a. The selected Offeror must forfeit all benefits of the contract and County must retain all performance by the selected Offeror Contractor and recover all consideration or the value of all consideration paid to the selected Offeror pursuant to the contract if:
    b. The selected Offeror was doing business at the time of submitting its proposal offer or had done business during the 365- day period immediately prior to the date on which its proposal offer was due with one or more Key Contracting Persons if the selected Offeror failed to disclose the name of any such Key Contracting Person in its offer; or
    c. The selected Offeror does business with a Key Contracting Person after the date on which the offer that resulted in the contract is submitted and prior to full performance of the contract.

26. CONTRACTOR CLAIMS NOTIFICATION:
    a. If any claim, or other action, that relates to Contractor's performance under this Contract, including proceedings before an administrative agency, is made or brought by any person, firm, corporation, or other entity against Contractor, Contractor shall give written notice to County of the following information within ten (10) working days after being notified of it:
        i. The existence of the claim, or other action;
        ii. The name and address of the person, firm, corporation or their entity that made a claim or that instituted any type of action or proceeding;
        iii. The alleged basis of the claim, action or proceeding;
        iv. The court or administrative tribunal, if any, where the claim, action or proceeding was instituted; and
        v. The name or names of any person against whom this claim is being made.
    b. Except as otherwise directed, Contractor shall furnish to County copies of all pertinent papers received by Contractor with respect to making these claims or actions and all court pleadings related to the defense of these claims or actions.

27. CERTIFICATION OF ELIGIBILITY: This provision applies if the anticipated Contract exceeds $100,000. By submitting a bid or proposal in response to this solicitation, the bidder/respondent certifies that at the time of submission, he/she is not on the Federal Government's Excluded Parties List System (www.epls.gov), which details a listing of suspended, ineligible, or debarred contractors. In the event of placement on the list between the time of bid/proposal submission and time of award, the bidder/respondent will notify the Hays County Purchasing Manager. Failure to do so may result in terminating this Contract for default.

28. CONTRACTOR LIABILITY, INDEMNIFICATION AND CLAIMS NOTIFICATION: Contractor shall indemnify County, its officers, agents, and employees, from and against any and all third party claims, losses, damages, causes of action, suits, and liability of every kind whether meritorious or not and, including all expenses of litigation, court costs, and reasonable attorney's fees, arising in connection with the services provided by Contractor under this Contract. It is the expressed intention of the Parties to this Contract, both Contractor and County, that the indemnity provided for in this paragraph is indemnity by Contractor to indemnify and protect County from the consequences of Contractor's actions.

29. CONSTRUCTION OF CONTRACT:
    a. This Contract is governed by the laws of the United States of America and the State of Texas and all obligations under this Contract are performable in Hays County, Texas. Venue for any dispute arising out of this Contract will lie in the appropriate court of Hays County, Texas.
    b. If any portion of this Contract is ruled invalid, illegal, or unenforceable in any respect by a court of competent jurisdiction, the remainder of it shall remain valid and binding.
    c. Headings and titles at the beginning of the various provisions of this Contract have been included only to make it easier to locate the subject matter covered by that part, section or subsection and are not to be used in construing this Contract.

d. When any period of time is stated in this Contract, the time shall be computed to exclude the first day and include the last day of period. If the last day of any period falls on a Saturday, Sunday, or a day that Hays County has declared a holiday for its employees, these days shall be omitted from the computation. All hours in this Contract are stated in Central Standard Time from 2:00 o'clock a.m. on the first Sunday of November until 2:00 o'clock a.m. on the second Sunday of March and in Central Daylight Saving Time from 2:00 o' clock a.m. on the second Sunday of March until 2:00 o'clock a.m. on the first Sunday of November or such other dates as may be adopted for the activation of Daylight Savings Time in the United States in future years.
e. Words of any gender in this Contract shall be construed to include any other gender and words in either number shall be construed to include the other unless the context clearly requires otherwise.
f. Provisions, Words, Phrases, and Statutes, whether incorporated by actual use or by reference, shall be applied to this Contract in accordance with Texas Government Code, §§ 312.002 and 312.003.

30. ADDITIONAL GENERAL PROVISIONS:
    a. Contractor must comply with all Federal and State laws and regulations, City and County ordinances, orders, and regulations, relating in any way to this Contract.
    b. Contractor must secure all permits and licenses, pay all charges and fees, and give all notices necessary for lawful operations.
    c. Contractor must pay all taxes and license fees imposed by the Federal and the State Governments and their agencies and political subdivisions upon the property and business of Contractor.
    d. Despite anything to the contrary in this Contract, if the Contractor is delinquent in payment of property taxes at the time of providing services, Contractor assigns the amount of any payment to be made for services provided under this Contract equal to the amount Contractor is delinquent in property tax payments to the Hays County Tax Assessor-Collector for the payment of the delinquent taxes.
    e. In this subsection, "County Building" means any County-owned buildings and does not include buildings leased by County. Contractor must not execute any mortgage, or issue any bonds, shares of stock, or other evidence of interest in County Buildings.

31. INTERPRETATION OF CONTRACT:
    a. This document contains the entire agreement between the parties relating to the rights granted and the obligations assumed. Any prior agreements or representations not expressly set forth in this agreement are of no force. Any oral representations or modifications concerning this agreement shall be of no force except a subsequent modification in writing signed by the Purchasing Manager. No official, representative, employee, or agent of the County has any authority to modify or amend this contract except pursuant to specific authority to do so granted by the Commissioners Court.
    b. If inconsistency exists between provisions of this solicitation, the inconsistency shall be resolved by giving precedence in the following ascending order of precedence:
        i. The Schedule of Items/Services
        ii. Terms and Conditions of Request for Proposals;
        iii. General Provisions;
        iv. Other provisions, whether incorporated by reference or otherwise; and
        v. The specifications.
    c. If any contract provision shall for any reason be held invalid, illegal, or unenforceable in any respect, invalidity, illegality, or unenforceability shall not affect any other provision, and this contract shall be construed as if invalid, illegal or unenforceable provision had never been contained.
    d. This contract shall be governed by the laws of Texas and all obligations are performable in Hays County, Texas.
    e. If a word is used with reference to a particular trade or subject matter or is used as a word of art, the word shall have the meaning given by experts in that particular field.
    f. Words in the present or past tense include the future tense. The singular includes the plural and the plural includes the singular. The masculine gender includes the feminine and neuter genders.

g. The headings in this contract have been included only to make it easier to locate the subject covered by each provision and are not to be used in construing this contract.
h. Provisions, words, phrases, and statutes, whether incorporated by actual use or by reference, shall be applied to this contract in accordance with TEX. GOV'T CODE ANN., SEC 312.002, 312.003 (Vernon 1991).

32. MODIFICATIONS:
    a. The County Purchasing Manager may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in any one of the following:
        i. Drawings, designs or specifications when the supplies to be furnished are to be specifically manufactured for the County in accordance with the drawings, designs, or specifications.
        ii. Method of shipment or packing.
        iii. Place of deliveries.
        iv. Correction of errors of a general administrative nature or other mistakes, the correction of which does not affect the scope of the contract, or does not result in expense to the Contractor.
        v. Description of items to be provided.
        vi. Time of performance (i.e. hours of day, days of week, etc.)
    b. If any such change causes an increase or decrease in the cost of, or time required for, performance of any part of the work under this contract whether, or not changed by the order, the Commissioners Court shall make an equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the contract. The Contractor must submit any "proposal for adjustment" under this clause within thirty (30) calendar days from the date of receipt of the written order. However, if the County Purchasing Manager decides that the facts justify it, the County Purchasing Manager may receive and act upon a proposal submitted before final payment of the contract. If the Contractor's proposal includes the cost of property made obsolete or excess by the change, the County shall have the right to prescribe the manner of disposition of the property. Failure to agree to any adjustment shall be a dispute under the Disputes and Appeals clause. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

33. PRICE CHANGES: The prices offered shall remain firm for the period of the contract. The prices offered shall also remain firm for the option years should the County choose to exercise the option to renew, except for changes that are industry wide and beyond the control of the contractor. If such changes do occur, it will be the responsibility of the contractor to provide documentation to Hays County substantiating the changes to the bid prices. Any price changes must be approved by Hays County.

34. INSURANCE AND LIABILITY: During the period of this contract, contractor shall maintain at his expense, insurance with limits not less than those prescribed below. With respect to required insurance, Contractor shall;
    a. Name County as additional insured as its interests may appear.
    b. Provide County a waiver of subrogation.
    c. Provide County with a thirty (30) calendar day advance written notice of cancellation or material change to said insurance.
    d. Provide the County Purchasing Manager at the address shown on Page 1 of this contract, a Certificate of Insurance evidencing required coverage within ten (10) calendar days after receipt of Notice of Award. Also, ensure your certificate contains the contract number as indicated on the Contract Award form when issued by Hays County.
    e. Submit an original certificate of insurance reflecting coverage as follows:

Automobile Liability:	
Bodily Injury (Each person)	$250,000.00
Bodily Injury (Each accident)	$500,000.00
Property Damage	$1,000,000.00

Commercial General Liability (Including Contractual Liability):

Bodily Injury (Each accident)	$1,000,000.00
Property Damage	$100,000.00

Excess Liability:	
Umbrella Form	Not Required

Labor Liability:	
Worker's Compensation	Meeting Statutory Requirements

V. Vendor Reference Form

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: _____

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: _____

VI. Certificate of Interested Parties

In 2015, the Texas Legislature adopted House Bill 1295, which added 2252.908 to the Texas Government Code and applies to all contracts entered into on or after January 1, 2016. Section 2252.908 (b)(1)(2) applies only to a contract of a governmental entity or state agency that requires an action or vote by the governing body of the entity or agency before the contract may be signed or that has a value of at least $1 million. In addition, pursuant to Section 2252.908 (d), a governmental entity or state agency may not enter into a contract described by Subsection (b) with a business entity unless the business entity, in accordance with this section and rules adopted under this section, submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency.

With regard to Hays County purchases, a vendor or other person who is awarded a contract or purchase approved by Hays County Commissioners Court is required to electronically complete a Form 1295 through the Texas Ethics Commission website at https://ethics.state.tx.us/whatsnew/elf_info_form1295.htm and submit a signed copy of the form to the Hays County Purchasing office. A contract, including County issued purchase order (if applicable), will not be enforceable or legally binding until the County received and acknowledges receipt of the properly completed Form 1295 from the awarded vendor.

If you do not have access to the link provided above or have any questions, contact Purchasing at 512-393-5532.

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

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.

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. 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: _____

COMPANY NAME: _____

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.

Sign for acknowledgement of the Hays County HUB Practices:

_____ _____

Signature Date

X. Hays County House Bill 89 Verification

I, _____ (Person name), the undersigned representative of _____(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.*

_____ _____

Signature of Company Representative Date

On this _____ day of _____, 20____, personally appeared _____, the above-named person, who after by me being duly sworn, did swear and confirm that the above is true and correct.

NOTARY SEAL

_____

Notary Public in and for the State of Texas

(if other than Texas, Write state in here _____)

_____

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.

_____
Company Name

_____
Print Name of Company Representative

_____
Signature of Company Representative

_____
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. 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:

   _____ Does not own taxable property in Hays County, or;

   _____ Does not owe any ad valorem taxes to Hays County or is not otherwise indebted to Hays County

_____
Name of Contracting Company

If taxable property is owned in Hays County, list property ID numbers:

_____

_____
Signature of Company Official Authorizing Bid/Offer

_____ _____
Printed Name Title

_____ _____
Email Address Phone

XIII. 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

Section A: Current Hays County Employee

_____

Employee Name Title

Section B: Former Hays County Employee

_____

Employee Name Title Date of Separation from County

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

_____

Employee or Former Employee Name Title

_____

Name of Related Person Title Relationship

Section D: No Known Relationships

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

_____

_____

_____

that does not include this completed form will be considered non-responsive and will not be eligible for an award.

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.

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 OMB guidelines at 2 CFR 180 that implement Executive Order 12549 (3 C.F.R. Part 1986 Comp., p. 189) and 12689 (3 C.F.R. Part 1989 Comp., p. 235), 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. Equal Employment Opportunity

Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

5. Wages

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. When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). Respondent and any potential subcontractors have a duty to and shall pay the prevailing wage rate specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

6. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708)

Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

7. Contracts for more than the simplified acquisition threshold currently set at $150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

8. All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.

9. 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. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

10. Rights to Inventions Made Under a Contract or Agreement

If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under

that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

11. 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.

12. 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. Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non- Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
h. Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and
i. Protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
j. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).
k. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded
    - $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

13. 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.).

14. 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_____ NO_____

Authorized Signature: _____

Printed Name and Title: _____

Respondent's Tax ID: _____ Telephone: _____

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.

Attachment A: IFB 2023-B010 Culverts - Bid Form

In compliance with the Invitation for Bid, the undersigned Bidder having examined the Specifications, and being familiar with the conditions to be met, hereby submits the following Bid for furnishing the material, equipment, labor and everything necessary for providing the items listed below and agrees to deliver said items as requested for the prices set forth on this form. A bid will be subject to being considered irregular and may be rejected if it shows omissions, alterations of form, conditional alternate bids, additions or alternates in lieu of the items specified, if the unit prices are obviously unbalanced (either in excess of or below reasonably expected values), or irregularities of any kind. **Quantities listed are approximations of annual needs and will be used for the comparison of bids.** Individual orders and payments will be made in accordance with the contract.

MATERIALS ONLY

TxDot Item #460 Galvanized Corrugated Steel Pipe Culvert: 2 2/3" x 1/2" and TxDot Item #467 Safety End Treatments

Contract Item Number	Diameter & Gauge	Plain Round	Plain Arch	24" (width) Flatbands	24" (width) Curvedbands	6:1 S.E.T. Plain Round	3:1 S.E.T. Plain Round	6:1 S.E.T. Plain Arch	3:1 S.E.T. Plain Arch	Estimated Quantity (+/-)	Unit of Measure	Bid Price Per Unit (PICKUP)	Bid Price Per Unit (DELIVERED)
B06.1	12" x 16 ga									500	LF		
B06.2	15" x 16 ga									1000	LF		
B06.3	18" x 16 ga									1000	LF		
B06.4	24" x 16 ga									1000	LF		
B06.5	30" x 16 ga									1000	LF		
B06.6	36" x 16 ga									500	LF		
B06.7	36" x 14 ga									500	LF		
B06.8	42" x 14 ga									500	LF		
B06.9	48" x 14 ga									500	LF		
B06.10	54" x 14 ga									500	LF		
B06.11	60" x 14 ga									500	LF		
B06.12	60" x 12 ga									500	LF		
B06.13	66" x 12 ga									500	LF		
B06.14	72" x 12 ga									500	LF		

TxDot Item #460 Galvanized Corrugated Steel Pipe Culvert: 3" x 1" and TxDot Items #467 Safety End Treatments

Contract Item Number	Diameter & Gauge	Plain Round	Plain Arch			6:1 S.E.T. Plain Round	3:1 S.E.T. Plain Round	6:1 S.E.T. Plain Arch	3:1 S.E.T. Plain Arch	Estimated Quantity (+/-)	Unit of Measure	Bid Price Per Unit (PICKUP)	Bid Price Per Unit (DELIVERED)
B06.15	48" x 16 ga									200	LF		
B06.16	48" x 14 ga									200	LF		
B06.17	54" x 16 ga									200	LF		
B06.18	54" x 14 ga									200	LF		
B06.19	60" x 16 ga									200	LF		
B06.20	60" x 14 ga									200	LF		
B06.21	66" x 16 ga									200	LF		
B06.22	66" x 14 ga									200	LF		
B06.23	72" x 16 ga									200	LF		
B06.24	72" x 14 ga									200	LF		

Attachment A: IFB 2023-B010 Culverts - Bid Form

In compliance with the Invitation for Bid, the undersigned Bidder having examined the Specifications, and being familiar with the conditions to be met, hereby submits the following Bid for furnishing the material, equipment, labor and everything necessary for providing the items listed below and agrees to deliver said items as requested for the prices set forth on this form. A bid will be subject to being considered irregular and may be rejected if it shows omissions, alterations of form, conditional alternate bids, additions or alternates in lieu of the items specified, if the unit prices are obviously unbalanced (either in excess of or below reasonably expected values), or irregularities of any kind. **Quantities listed are approximations of annual needs and will be used for the comparison of bids.** Individual orders and payments will be made in accordance with the contract.

SERVICE ONLY

Contract materials to be delivered to jobsite on an as-needed basis, as directed by Hays County Staff

IMPORTANT: A BID FOR MATERIAL TRANSPORTATION SERVICE IS REQUIRED FOR A DELIVERED MATERIALS BID TO BE CONSIDERED RESPONSIVE

Contract Item Number	Description								Estimated Quantity (+/-)	Unit of Measure	Bid Price Per Unit

BIDDER INFORMATION AND CERTIFICATION

Delivery days after receipt of order: _____ Minimum load for delivery: _____

Plant Location: _____ Contact name and phone at plant: _____

The undersigned affirms that they are duly authorized to execute a contract, that this Bid has not been prepared in collusion with any other Respondent, nor any employee of Hays County, and that the contents of this Bid have not been communicated to any other Respondent or to any employee of Hays County prior to the official opening.

Signature of Authorized Representative: _____

Printed Name: _____ Date: _____

Company Name:

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Date: 12/06/2022

Requested By: Mike Jones

Sponsor: Commissioner Jones

Agenda Item:

Authorize the Office of Emergency Services CERT Division to accept a $500.00 contribution from the Buda Lions Club and amend the budget accordingly. **JONES/MIKE JONES**

Summary:

The Buda Lion's Club generously donated funds to the CERT division on 7/5/22 for their assistance during local events to be used for any operational expenses. However, the check was not received for deposit and was reissued for their use.

Fiscal Impact:

Amount Requested: N/A
Line Item Number: 001-656-98-313.4610/5301

Budget Office:

Source of Funds: Donated Funds
Budget Amendment Required Y/N?: Yes
Comments: N/A
($500) - Increase Contributions 001-656-98-313.4610
$500 - Increase Operating Expense 001-656-98-313.5301

Auditor's Office:

Purchasing Guidelines Followed Y/N?: N/A
G/L Account Validated Y/N?: Yes, Contributions and Operating Expense
New Revenue Y/N?: Yes for Fiscal Year 2023
Comments:

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Date: 12/06/2022

Requested By: T. CRUMLEY

Sponsor: Commissioner Ingalsbe

Agenda Item

Ratify the submission of a renewal grant award to the Texas Veterans Commission, Veterans Treatment Court grant program in the amount of $300,000.00. **INGALSBE/T.CRUMLEY**

Summary

This is a renewal application for continued funding for the Veterans Service Office. This grant was originally approved in FY22. These funds will provide salary for two individuals as well as services provided by the Veterans Treatment Court. Funding period will begin July 1, 2023 and will run for one year. There is no match required for this grant.

Attachments

VTC Application

Hays County

ID: R-2022-6379
VCSO: No

Start Date: 2023-07-01
End Date: 2024-06-30

Veteran Treatment Court Program

Submission Deadline: 2022-12-05

Amount Requested: $300,000.00

Request Status

Full Application | Review | Negotiation | Active | Closed

Status	Full Application

▼ Table of Contents

Organization Information
Additional Organization Information
Full Application
Summary of Services
Marketing and Outreach
Financial Information
Budget Tables
Documents

▼ Organization Information

Organization:	Hays County
Organization Status:	Validated
Primary Contact:	Simone Corprew
Primary Signatory:	Ruben Becerra

Organization Summary

Organization Name	Hays County
EIN	74-6002241
UEI	RH4DFY1GC2R3
Headquarters Address	712 S Stagecoach Trail San Marcos, Texas United States
Applicant Type	Unit of Local Government
Governing Body	County Commissioners Court/County Judge

Email:	grants@co.hays.tx.us
Website:	hayscountytx.com
Serving Veterans since:	2016-07-01

▼ Organization Addresses

Headquarters Address
712 S Stagecoach Trail
San Marcos, Texas 78666
United States

Additional Addresses

Additional Organization Information

How many organizational employees working on the grant funded project are veterans?*	2
On average, how many veterans does the organization serve annually? *	45
On average, how many clients does the organization serve annually? *	50
Percentage of clients served by the organization who are veterans:	90%

Principal Participants

Executive Director *	Ruben Becerra
Chief Financial Officer *	Marisol Alonzo
Chief Operations Officer:	
Project Manager / Coordinator *	Gerald Ramcharan
Project Accountant *	Carmen Glover
Media / Communications Coordinator *	Simone Corprew

Returning Grant

Does your organization currently have an active FVA Grant? *	Yes
Active Grant ID:	GT-VTC22-013
Active Grant Amount:	$300,000.00
Does your organization have a second active FVA grant? *	Yes
Second Active Grant ID:	GT-VSO22-004
Second Active Grant Amount:	$150,000.00

▼ Full Application

▼ Summary of Services

Geographic Service Area(s)*	Hays
What types of services does the organization currently provide to the community in the proposed service area?*	Substance Use Disorders, Marriage/Family/Relationship Concerns, Substance Abuse Detection, Probation Officers, Bailiff, Program/Court Coordinator, Licensed Mental Health providers, Substance Abuse Treatment, Other VTC related client services
What types of services does the organization currently provide to veterans in the proposed geographic service area?*	Trauma and Stress Related Disorders, Substance Use Disorders, Marriage/Family/Relationship Concerns, Substance Abuse Detection, Probation Officers, Bailiff, Program/Court Coordinator, Licensed Mental Health providers, Substance Abuse Treatment, Other VTC related client services

Who will the organization provide direct services to under the proposed project? Check boxes below.*

Veterans:	Yes
Number of Veterans*	45
Total Number of Clients to be Served:	45

Will your organization ensure that the beneficiaries served, reported monthly to FVA are unduplicated? * Yes

Describe how your organization will ensure that beneficiaries reported to FVA are unduplicated. *

Each client and their information is identified by its own unique case number. Program Manager is responsible for ensuring non-duplication by excluding previous counts from reporting updates.

Will your organization collect and verify authorized beneficiary eligibility documents as prescribed by the RFA?* Yes

Describe how the eligibility verification documents are securely maintained (example: in locked filing cabinet or electronically on your organization's server).*

The eligibility verification documents will be retained in client case files stored in files cabinets that will be in a secured office.

How long does your agency retain grant documentation?*

3 years

Describe the services that your project will provide with this funding, and the specific veteran beneficiaries who will receive the services*

Client services will include mental health assessments for 26 unduplicated clients, 187 sessions of individual and family counseling, alternative treatment - yoga for 2 unduplicated individuals and equestrian therapy for 2 unduplicated individuals - for mental health, substance abuse monitoring for 20 unduplicated individuals, a

probation officer hired on a yearly contractual basis, and inpatient care treatment for 5 unduplicated individuals. Majority are listed as Other VTC Services in budget

What types of eligible beneficiaries from the United States military components will your organization serve with TVC grant funding? (select all that apply)*	Active Duty , Reserves , National Guard, Veteran
Choose the veteran discharge status(es) (Characterization of Service) that your organization will serve with TVC grant funding? (select all that apply)*	Honorable, General Under Honorable Conditions, Other Than Honorable Conditions

Describe any other restrictions on eligibility, if applicable (example: income level, VA disability rating, etc).

Initial Eligibility is determined by the County District Attorney's office based on their assessment of individual's crime, criminal history, and impact on public safety. Sex Offenses are restricted with the exception of "soliciting Prostitution" dependent on case circumstances. Acceptance is based on the following:
Nature and circumstance(s) of the offense(s)
Mental health and Substance use history
Participant motivation
Participant ability to meet requirements
Treatment Services Available

At what location(s) will beneficiary intake occur?*	Organization Office, Other Location
At what location(s) will beneficiaries receive services?*	Organization Office, Other Location
Can beneficiaries request services over the phone?*	Yes
If yes, provide phone number for beneficiaries' to contact for application and/or client intake?* *Must be formatted as XXX-XXX-XXXX*	512-618-4520
Can beneficiaries request services or make an appointment online?*	No
Can beneficiaries apply for services via walk-in? *	No
Are services provided by appointment only?*	Yes
How will beneficiaries be evaluated to determine priority of service?*	Demonstrated Need
Once eligibility is determined, how many days will it take for requested services to be provided?*	14

Will your organization be providing mental health services as a component of your grant project?* Yes

If Yes, select the conditions served : Peer support services, Trauma and Stress Related Disorders, Anxiety Disorders, Mood Disorders, Suicide Ideation and Behaviors, Substance Use Disorders, Concerns Related to Identity, Adjustment Disorders, Marriage/Family/Relationship Concerns , Other Mental Health Concerns Related to Veterans, Dependents, and Surviving Spouses, Mental Health Crisis

Which individual, manualized trauma-focused Evidence-Based Practices(EBP) modalities does your organization use to treat mental health conditions? *

CBT, EMRD

List all EBP certifications held by the organization staff that will be utilized for the scope of this grant.*

EBP CERTIFICATIONS - ACCOMPANYING DOCUMENTS

EBP Certification Document

Note : These EBP documents are required before grant services begin.

▼ Marketing and Outreach

Will your organization conduct outreach events/ interactions to promote grant-funded services? * Yes

Describe the organization's outreach plan.*

Direct linkage with the Hays County Jail with specific info provided in orientation packets to new inmates. Literature given to local Bail Bondsman. Presentations to various veterans' organizations

How many hours a week, on average, will you conduct outreach with grant funding?* 5

Will your organization conduct marketing to mass audiences promoting grant-funded services?* Yes

Describe the organization's marketing plan.*

Online marketing will be updated by the Program Manager and reviewed as needed. The marketing plan extends to advertising on social media such as Facebook, and presentations to various organizations

What marketing techniques will your organization be using to promote grant funded services ? Flyers and Brochures, Social Media , Other

Will beneficiary satisfaction of grant-funded services be measured? * Yes

Will this include a satisfaction survey after all services have been provided? * Yes

▼ Financial Information

Does your organization have a maximum allowable amount per client? *	No
Does your organization have the ability to sustain this project without FVA funding?*	No
Does your organization use software to record accounting transactions and manage financial book keeping?*	Yes
What is the name, type, and version of the software?*	New World Systems – Logos by Tyler Technologies

Note: The values entered for Total Assets, Total Liabilities, Net Assets should be based on the attached financial documents.

Total Assets*	$349,320,306.00
Total Liabilities*	$77,204,830.00
Net Assets at the end of the Year*	$272,115,476.00

Budget Tables

Salary & Fringe Group

Name	Total Grant Funded Salary	Total Grant Funded Fringe	Salary + Fringe	Fringe % of Salary
Gerald Ramcharan	$58,742.00	$22,566.00	$81,308.00	38.42%
Shaun Mosqueda	$40,258.00	$17,641.20	$57,899.20	43.82%
Total			$139,207.20	

Travel Group

Category	Unit Cost	# Units	# Staff	Amount Requested
Local Mileage & Fees	$0.55	3636	1	$1,999.80
Conferences	$2,620.00	1	4	$10,480.00
Total				$12,479.80

Supplies Group

Category	Unit Cost	Quantity	Amount Requested
Office Supplies	$250.00	8	$2,000.00
Total			$2,000.00

Direct Client Services Group

Category	Unit Cost	Quantity	Amount Requested
Contracted Staff *Probation Officer*	$4,155.00	12	$49,860.00
Substance Abuse Detection	$720.00	20	$14,400.00
Contracted Staff *Mental Health Providers/Counselors*	$300.00	26	$7,800.00
Contracted Staff *Mental Health Providers/Counselors*	$180.00	187	$33,660.00
Other VTC Related Client Services	$257.00	2	$514.00
Other VTC Related Client Services	$368.00	2	$736.00
Substance Abuse Treatment	$7,523.00	5	$37,615.00
Total			$144,585.00

Other Direct Cost Group

Category	Unit Cost	Quantity	Amount Requested
Phone Service	$100.00	12	$1,200.00
Phone Service	$44.00	12	$528.00
Total			$1,728.00

Total Budget: $300,000.00

▼ Documents

Select the financial document that applies to your organization as per the RFA:

ORGANIZATIONAL DOCUMENTS

Gerald Resume.pdf

Resumes
Added by Simone Corprew at 12:14 PM on November 22, 2022

Simone Corprew Resume.pdf

Resumes
Added by Simone Corprew at 12:14 PM on November 22, 2022

Ruben Becerra Resume.pdf

Resumes
Added by Simone Corprew at 12:14 PM on November 22, 2022

Marisol Villarreal-Alonzo resume.pdf

Resumes
Added by Simone Corprew at 12:14 PM on November 22, 2022

CarmenGlover.pdf

Resumes
Added by Simone Corprew at 12:14 PM on November 22, 2022

2023 Liability Insurance.pdf

Liability Insurance
Added by Simone Corprew at 2:02 PM on November 8, 2022

Commissioners Court 2022.pdf

Governing Body Members
Added by Simone Corprew at 2:02 PM on November 8, 2022

POLICY/PROCEDURE DOCUMENTS

Capitalization and Equipment

Cash Management

Payroll

Procurement

Travel

Vendor Payments

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Date: 12/06/2022

Requested By: Mike Jones

Sponsor: Judge Becerra

Agenda Item:

Approve renewal of the Equipment Calibration & Maintenance Program Agreement with FarrWest, in the amount of $10,659.57 annually, effective October 1, 2022. **BECERRA/M.JONES**

Summary:

On November 17, 2020, the Hays County Commissioners Court approved the Multi-Year Equipment Calibration Maintenance Program Agreement. The Agreement expired on October 1, 2022, and has one renewal remaining from October 1, 2022 through September 30, 2023. The total amount of the renewal is $10,659.57 and is utilized by the Emergency Services Department.

This contract was secured through the Houston Galveston Area Council (HGAC) Cooperative Purchasing Program Contract EP11-20.

Fiscal Impact:

Amount Requested: $10,659.57
Line Item Number: 001-656-00.5411 - $659.57
001-656-99-119.5411 - $10,000

Budget Office:

Source of Funds: OOG Grant Funds ($10k), General Fund ($659.57)
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, Equipment Maintenance and Repair Expense
New Revenue Y/N?: N/A
Comments:

Attachments

FarrWest - Final Renewal

FARRWEST

Multi-Year Equipment Calibration & Maintenance Program

This Multi-Year Equipment Calibration and Maintenance Program Agreement ("Agreement") is made according to the following terms between HAYS COUNTY, TEXAS ("County") and FarrWest Environmental Supply, Inc ("FarrWest"). The following outlines the equipment and services contemplated under this Agreement by FarrWest in addition to the responsibilities assigned to HAYS COUNTY. This program will begin on October 1, 2022 thru September 30, 2023 with 0 renewal options.

Maintained Equipment

Equipment owned and operated by HAYS COUNTY, calibrated and maintained by Farrwest.

- 4 x RAE Systems AreaRAE Pro (Sensors: 10.6eV ppb, CO, H2S, LEL, O2) Pumped
- 1 x RAE Systems MultiRAE Lite (Sensors: 10.6eV, LEL, CO, H2S, HCN, O2), Pumped
- 3 x RAE Systems MultiRAE Lite (Sensors: 10.6eV, LEL, CO, H2S, Cl2, O2) Pumped
- 11 x Thermo Scientific RadEye-G *(annual calibration)*
- 10 x Level A Suits *(annual pressure-testing)*

Supplied Program Services

- 90 Day On-Site Service and Calibration Cycles
- Event Monitoring Support, as needed
- Annual Gas monitoring and equipment training class
- 24/7 Live support with RAE Certified Technician and Certified Hazmat Technician
- Loaner Equipment provided for down equipment

Performance Standards

(a) Every **90 days** FarrWest will come on-site to one or more specified locations to inspect, clean, maintain and calibrate the instrumentation outlined above. The monitors will be serviced in preparation for the next service cycle.

(b) FarrWest will perform repairs for damage or failure occurring during *normal usage of equipment*. All associated costs, parts and labor with these repairs will be the responsibility of FarrWest, except where otherwise noted. Usually, these repairs can be completed on-site, but occasionally Farrwest may need to take equipment back to its facility for repair. Any equipment taken from location will be returned promptly once repaired.

(c) FarrWest will be responsible for any and all sensor replacement, should a sensor fail to calibrate, ***including*** exotic sensors (ie. HCN or any sensor that doesn't have a 2 year warranty) except where otherwise noted.

(d) Instruments marked *Verification-only* will be maintained to their manufacturers specifications, usually a yearly calibration or optimization. These instruments will also

receive an operational test during the normal service cycle. ***Any repairs on verification-only equipment in excess of $300 will be the responsibility of HAYS COUNTY and will be invoiced separately.***

(e) All radiation equipment that requires calibration will be sent to a 3rd party, approved radiation lab for annual calibration and adjustment, at the expense of FarrWest. All equipment will be verified for proper working order during quarterly maintenance schedule. ***Any repairs on radiation equipment in excess of $300 will be the responsibility of HAYS COUNTY and will be invoiced separately.***

(f) All chemical and biological equipment (Smiths Detection) will be verified to proper working order during scheduled maintenance visits. ***Any repairs on chemical and biological equipment in excess of $300, will be the responsibility of HAYS COUNTY and will be invoiced separately.***

(g) Due to cost and technology involved, FarrWest will not be responsible for the repair or maintenance of weather related modules or attachments bundled with gas detection, radiation, chemical and biological, or any other equipment. This includes, but is not limited too RAEMet Sensors. ***Any repairs on weather stations, sensors, modules or other weather sensing/reporting equipment will be the responsibility of HAYS COUNTY and will be invoiced separately.***

(h) Instruments labeled by the manufacturer as "discontinued" or having reached "end of life" cannot always be maintained due to scarcity of repair parts and sensors. These instruments will be considered as "calibration-only". Calibration-only instruments receive the same interval calibration, but any repairs will be billed separately. All calibration-only instruments will be designated as such in this contract.

(i) All supplied equipment (Farrwest owned) will be provided with the accessories necessary for proper operation at the time of supply. Maintained equipment (HAYS COUNTY owned) is expected to have arrived with all necessary accessories at time of purchase. Replacement accessories (i.e. chargers, charging cradles, protective boots, etc) will be provided, up to 3% of the yearly cost of contract per instrument, per year. ***The cost for replacement accessories beyond this dollar amount will be the responsibility of HAYS COUNTY and will be invoiced separately.***

Program Updates or Alterations

(a) Sensor-type changes (i.e. replacing a Hydrogen Sulfide (H2S) sensor with an Ammonia (NH3) sensor) can be done at the request of HAYS COUNTY on supported equipment, but may require a change in contract amount to reflect higher cost of sensors and calibration standards.

(b) If *additional* equipment is added to this program during the course of the contract, the contract will be amended for the cost of maintaining the new equipment. The maintenance pricing of additional equipment will be charged in accordance with current contract pricing and will be prorated for the remainder of the contract. Any other associated costs with the equipment upgrade such as additional calibration gases or consumables will be the responsibility of HAYS COUNTY.

Documentation and Support

(a) FarrWest will maintain all service records and provide a copy of those records to HAYS COUNTY**.** Farrwest will also provide a login to the Farrwest customer portal in order to obtain copies of calibration and repair documents.

(b) FarrWest will provide loaner units, usually within 24hrs of notice; in the event of unit failure between service intervals for all Maintained and Supplied equipment. Calibration-only equipment will only receive a loaner after a repair invoice has been approved. Due to variety of equipment, exact loaner types may vary, below is the expected loaner type for each type of equipment:

HAYS COUNTY Instrument	FarrWest Loaner
AreaRAE Pro	RAE Systems AreaRAE Series
MultiRAE Lite	RAE Systems MultiRAE Series
RadEYE-G	Thermo Scientific RadEye Series

(c) Farrwest will provide 24/7/365 phone support for equipment or technical problems with a 1-hour response and solution time.

(d) FarrWest will maintain that it is a factory authorized service facility and will maintain RAE Systems, Sensit Technologies, and Smiths Detection advanced certified technicians on staff at all times. Farrwest will also maintain a Pro-Board Certified Hazmat technician on staff for any technical questions.

Customer responsibilities:

(a) **Lost, stolen, or destroyed equipment – HAYS COUNTY** agrees to be responsible for the replacement costs of any Supplied equipment that is lost, stolen or destroyed while in its possession.

(b) **Return of Equipment** –
- **At Termination – HAYS COUNTY** agrees to promptly return ALL of the equipment supplied under the terms of this agreement following the termination of said agreement. This may occur at the conclusion of the contract pursuant to the Miscellaneous Provisions below.
- **Loaner Equipment –** HAYS COUNTY agrees to return loaner equipment to Farrwest promptly upon receiving their repaired equipment. As loaner equipment is taken from Farrwest's rental fleet, **unnecessarily extended** loaner periods result in a loss of rental revenue, which may be recouped from **HAYS COUNTY** in the form of a rental invoice for payment by **HAYS COUNTY.**

(c) **Equipment Issues between service intervals -** Many equipment issues can be fixed over the phone or by email, eliminating the cost of shipping the instrument back and forth. **HAYS COUNTY** agrees to contact Farrwest, either by phone or email, prior to sending equipment in for service. Unnecessary shipping costs may be recouped in a separate invoice.

(d) **Renewal** – At the end of this initial agreement, HAYS COUNTY will be given the opportunity to renew the maintenance program for an additional 2 individual, 12-month periods. Payment of a delivered invoice after the conclusion of the preceding annual term will signal acceptance of a renewal.

(e) **Purchasing Contracts** – For ease-of-purchasing, FarrWest Environmental Supply is a vendor on both the Houston-Galveston Area Council (**HGAC**) Cooperative Purchasing Program and BuyBoard Cooperative Purchasing Program. FarrWest's HGAC contract number is EP11-20. FarrWest's BuyBoard contract number is 524-17. The price below reflects the discount pricing from these programs.

(f) **Annual Fee for Equipment and Service –**

- An annual payment of **$10,659.57** will be made to FarrWest for the above program. This payment can be made quarterly or monthly.

Miscellaneous Provisions:

(a) **Termination** – Either Party to this Agreement may terminate this Agreement for cause if it provides 30 days written notice of the breach to the other Party and the breach remains uncured at the end of 30 days. Such notices shall be sent to the contact on the signature page. If County terminated this Agreement due to Farrwest's uncured breach, Farrwest will refund any prepaid amounts on a prorated basis based on the effective date of termination.

(b) **Unavailability of Funds** - If sufficient funds are not appropriated or otherwise legally available to pay the costs associate with this Agreement, County may terminate this Agreement.

(c) **Effect of Termination** – Upon termination of this Agreement, County remains responsible for any fees outstanding or incurred before the effective date of termination.

Farrwest Environmental Supply	HAYS COUNTY
Signature: Jonathan Martin	Signature: _____
Name: Jonathan Martin	Name: _____
Title: Operations Manager	Title: _____
Date: November 30th, 2022	Date: _____

Address: Farrwest Environmental Supply	Address: Hays County
108 Commercial Place, Suite 200	Attn: County Judge's Office
Schertz, Texas 78148	111 East San Antonio Street, Suite 300
	San Marcos. Texas 78666

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Date: 12/06/2022

Requested By: Constable Ron Hood

Sponsor: Commissioner Smith

Agenda Item:

Authorize a waiver to the purchasing policy for the Constable Pct. 4 Office to purchase one replacement Freedom Helmet Kit and Speaker Mic valued at $1,233 from PVP Communications and amend the budget accordingly. **SMITH/HOOD**

Summary:

The Constable's Office needs to purchase one replacement Helmet Kit and Mic system for the motor unit. PVP Communications has the required helmet system for sending and receiving communications that is compatible with the LCRA radio systems.

Fiscal Impact:

Amount Requested: $1,233
Line Item Number: 001-638-00.5715_400

Budget Office:

Source of Funds: General Fund
Budget Amendment Required Y/N?: Yes
Comments: Partial funding is available in the budgeted line item, the remaining funds needed will be moved from LE supplies.
$400 - Increase Communication Equipment_Operating 001-638-00.5715_400
($400) - Decrease Law Enforcement Supplies 001-638-00.5206

Auditor's Office:

Purchasing Guidelines Followed Y/N?: Requires waiver to the Purchasing Policy requirement of obtaining three quotes.
G/L Account Validated Y/N?: Yes, Communications Equipment Operating Expense
New Revenue Y/N?: N/A
Comments:

Attachments

PVP Communications Quote

Quotation

Quotation #	Date
21401	11/8/2022
Terms	**Sales Rep**
Net 30	JV
FOB	

2310 W 205th Street, Torrance CA 90501

Customer

Hays County
712 S. Stagecoach Trail, Ste 1071

Dripping Springs TX 78620

Ship To

Hays County Constable-Precinct 4
195 Roger Hanks Parkway #3
Attn: Ron Hood
Kyle TX 78620

Qty	Item	Description	Price Per	Total Price
1	PVHKR-736R10-D/G3	FREEDOM HELMET KIT WITH WIRELESS SYSTEM CONTROL, FOR USE WITH SUPER SEER HALF-SHELL HELMETS, DUAL EARPHONE	729.00	729.00
1	PVSM-XG1/G3	FREEDOM SPEAKERMIC WITH WIRELESS SYSTEM CONTROL, PORTABLE ONLY OPERATION, FOR HARRIS XG-100/XL-200P	479.00	479.00

TERMS: Quotation valid for 30 days. Prices quoted are in U.S. dollars and DO NOT INCLUDE SHIPPING CHARGES which are additional. Buyer acknowledges that a 1.5% per month (18% per annum) interest charge will be added to account balances not paid within 30 days of invoice date and acknowledges this as the terms of this quotation. A 15% restocking fee will be charged on returned goods. Items must be returned with the original packaging and in "like-new" condition. All sales of custom items or special requests are final.

Sub-Total:	1,208.00
Taxes	0.00
Est. Freight	25.00
Total	1,233.00

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Date: 12/06/2022

Requested By: Marisol Alonzo

Sponsor: Commissioner Shell

Agenda Item:

Authorize the Information Technology Department to purchase one replacement Troy MICR Secure Printer valued at $1,950.20 for the Auditor's Office and amend the budget accordingly. **SHELL/ALONZO**

Summary:

The Auditor's Office is required to upgrade the secure printer for accounts payable check processing due to the new signature chip requirements. The current model is at end of life and is not compatible with the replacement signature chip that must be installed prior to January 1st. This replacement printer was not anticipated and funds will need to be identified for purchase.

Fiscal Impact:

Amount Requested: $1,950.20
Line Item Number: 001-606-00.5712_400

Budget Office:

Source of Funds: General Fund
Budget Amendment Required Y/N?: Yes
Comments: Recommend County-Wide contingencies for potential funding source.
$1,951 - Increase Auditor's Office Computer Equipment_Operating 001-606-00.5712_400
($1,951) - Decrease County-Wide Contingencies 001-645-00.5399

Auditor's Office:

Purchasing Guidelines Followed Y/N?: Yes
G/L Account Validated Y/N?: Yes, Computer Equipment Operating Expense
New Revenue Y/N?: N/A
Comments:

Attachments

CDW-G Printer Quote

Review and Complete Purchase

MARVA PEARCE,

Thank you for considering CDW•G for your technology needs. The details of your quote are below. **If you are an eProcurement or single sign on customer, please log into your system to access the CDW site.** You can search for your quote to retrieve and transfer back into your system for processing.

For all other customers, click below to convert your quote to an order.

Convert Quote to Order

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
NCSW160	12/2/2022	221202A	0765499	$1,950.20

QUOTE DETAILS

ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
TROY MICR M507dn Secure Ex - printer - B W - laser Mfg. Part#: 01-04730-111 Contract: TIPS Technology Solutions Products & Services S&L (200105)	1	5933159	$1,950.20	$1,950.20

SUBTOTAL	$1,950.20
SHIPPING	$0.00
SALES TAX	$0.00
GRAND TOTAL	**$1,950.20**

PURCHASER BILLING INFO	DELIVER TO
Billing Address: HAYS COUNTY AUDITOR'S OFFICE 712 S STAGECOACH TRL STE 1071 SAN MARCOS, TX 78666-6247 **Phone:** (512) 393-2283 **Payment Terms:** Net 30 Days-Govt State/Local	**Shipping Address:** HAYS COUNTY AUDITOR'S OFFICE 712 S STAGECOACH TRL STE 1071 SAN MARCOS, TX 78666-6247 **Phone:** (512) 393-2283 **Shipping Method:** DROP SHIP-GROUND
	Please remit payments to:
	CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515

Sales Contact Info

Alyssa McArthur-Guzman | (877) 621-3156 | alysmca@cdwg.com

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This order is subject to CDW's Terms and Conditions of Sales and Service Projects at
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For more information, contact a CDW account manager

© 2022 CDW•G LLC, 200 N. Milwaukee Avenue, Vernon Hills, IL 60061 | 800.808.4239

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Date: 12/06/2022

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. 1 in the amount of $20,000.00 to the Professional Services Agreement between Hays County and Cobb, Fendley & Associates, Inc. for bid and construction phase services on the SH 80 at Military Drive intersection improvements project in Precinct 1, as part of the Hays County Road Bond Program and amend the budget accordingly. **INGALSBE/BORCHERDING**

Summary:

The requested Contract Amendment increases the contract compensation cap by $20,000.00 from $700,000.00 to $720,000.00. This will allow for the execution of Work Authorization #2 in the amount of $42,823.61 for bid and construction phase services on the SH 80 at Military Drive intersection improvements project [7-523-034] funded by the Road Bond program. The Contract Amendment also updates the Exhibit D - Rate Schedule from the original contract executed on May 22, 2018 utilizing the CPI Rate Adjustment language in the master contract.

Fiscal Impact:

Amount Requested: $20,000.00
Line Item Number: 035-801-96-523.5623_400

Budget Office:

Source of Funds: 2016 Voter Approved Road Bond (issued in 2019)
Budget Amendment Required Y/N?: Yes
Comments: N/A
$20,000 - Increase 035-801-96-523.5623_400 Utility Relocation
($20,000) - Decrease 035-800-96.5611_400 General Construction

Auditor's Office:

Purchasing Guidelines Followed Y/N?: Yes Request for Qualifications
G/L Account Validated Y/N?: Yes
New Revenue Y/N?: N/A
Comments:

Attachments

SH80atMilitary-CFA-PSAAmendment#01

CONTRACT AMENDMENT NO. _1_
TO
HAYS COUNTY
CONTRACT FOR ENGINEERING SERVICES

HAYS COUNTY ROAD BOND PROJECT:
SH 80 Intersection Improvements from Military Drive to CR 266 ("Project")

THIS CONTRACT AMENDMENT NO. _1_ 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 Cobb, Fendley & 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 May 22, 2018 (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 $700,000.00; 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 $700,000.00 to $720,000.00.

II. The Hourly Rates in the original Exhibit D are hereby amended as shown in the attached revised Exhibit D.

All other terms of the Contract are unchanged and will remain in full force and effect.

ENGINEER:	**COUNTY:**
By: Julie Hastings	By: _____
Signature	Signature
Julie Hastings	_____
Printed Name	Printed Name
Principal	_____
Title	Title
11/21/2022	_____
Date	Date

Carlos A. López, P.E.
11/30/2022

EXHIBIT B

Fee/Rate Schedule

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

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Date: 12/06/2022

Requested By: Jerry Borcherding, P.E., Transportation Director

Sponsor: Commissioner Shell

Agenda Item

Discussion and possible action to authorize the County Judge to execute an Advance Funding Agreement between Hays County and the Texas Department of Transportation relating to the County's RM 3237 Phase 2 project between RM 12 and RM 150 and amend the budget accordingly. **SHELL/BORCHERDING**

Summary

Hays County is developing safety improvements to intersection locations on RM 3237 between RM 12 and RM 150 as part of the County's 2016 Road Bond Program in cooperation with the Texas Department of Transportation (TxDOT). The Phase 2 proposed improvements include the addition of two-way center turn lanes, left turn lanes, and shoulder widenings at various intersection locations and would improve safety and mobility for local traffic conditions at these locations. The County has moved forward with project development of the RM 3237 Phase 2 safety improvements, including engineering and environmental clearance. The Advance Funding Agreement (AFA) would memorialize the roles and responsibilities of TxDOT and Hays County for this phase of project development. Hays County would contribute an estimated total of $2,108,000.00, which includes engineering and environmental clearance. Direct and indirect TxDOT costs for these project development phases are the responsibility of TxDOT. Construction cost and responsibility is not addressed in this current AFA. Execution of the AFA would allow these phases of project development to be completed and favorably position the project for Hays County to seek construction funding through CAMPO or other funding opportunities as they arise.

Attachments

RM 3237 AFA with TxDOT
RM 3237 AFA Resolution

CSJ#	0805-04-037		
District #	14	AFA ID	Z00003771
Code Chart 64 #	50106		
Project Name	RM 3237 from RM 12 to RM 150		

STATE OF TEXAS §

COUNTY OF TRAVIS §

ADVANCE FUNDING AGREEMENT
For
Locally Funded Road Improvement Project
On-System

THIS AGREEMENT (Agreement) is made by and between the State of Texas, acting by and through the **Texas Department of Transportation** called the "State", and the **County of Hays**, acting by and through its duly authorized officials, called the "Local Government". The State and Local Government shall be collectively referred to as "the parties" hereinafter.

WITNESSETH

WHEREAS, the Texas Transportation Code, Section 201.103 establishes that the State shall design, construct and operate a system of highways in cooperation with local governments, and Section 222.052 authorizes the Texas Transportation Commission to accept contributions from political subdivisions for development and construction of public roads and the state highway system within the political subdivision, and

WHEREAS, federal and state laws require local governments to meet certain contract standards relating to the management and administration of State and federal funds, and

WHEREAS, the Texas Transportation Commission has codified 43 TAC, Rules 15.50-15.56 that describe federal, state, and local responsibilities for cost participation in highway improvement and other transportation projects, and

WHEREAS, the State and Local Government do not anticipate that federal funds will be used for the Project governed by this Agreement; and

WHEREAS, the Texas Transportation Commission passed Minute Order Number **116292** authorizing the State to undertake and complete a highway improvement or other transportation project generally described as **rehabilitation of on RM 3237 from RM 12 to RM 150, in Hays County, Texas**. The portion of the project work covered by this Agreement is identified in the Agreement, Article 3, Scope of Work (Project), and

WHEREAS, the Texas Transportation Commission has not authorized funding for the construction of the highway improvement or other transportation project and the project is not currently listed and approved for construction in the Unified Transportation Program (UTP) or Statewide Transportation Improvement Program (STIP). This Agreement does not represent a commitment to future project funding for any project elements, including construction, not specifically outlined in the Agreement. Costs not specifically identified as reimbursable under this Agreement will not be requested or reimbursed.

WHEREAS, the Governing Body of the Local Government has approved entering into this Agreement by resolution dated **{Enter Date of Resolution}**, which is attached to and made a part of this Agreement as Attachment C, Resolution. A map showing the Project location appears in Attachment A, Location Map Showing Project, (Attachment A) which is attached to and made a part of this Agreement.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties, to be by them respectively kept and performed as set forth in this Agreement, it is agreed as follows

AGREEMENT

1. Responsible Parties:

For the Project covered by this Agreement, the parties shall be responsible for the following work as stated in the article of the Agreement referenced in the table below:

1.	**Local Government**	Utilities	Article 8
2.	**Local Government**	Environmental Assessment and Mitigation	Article 9
3.	**Local Government**	Architectural and Engineering Services	Article 12
4.	**N/A**	Construction Responsibilities	Article 13
5.	**Local Government**	Right of Way and Real Property	Article 15

2. Period of the Agreement

This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed. This Agreement shall remain in effect until the Project is completed or unless terminated as provided below.

3. Scope of Work

The scope of work for this Project consists of preparation of preliminary engineering (design schematic, environmental documents/public involvement, utilities), plans, specifications and estimates (PS&E) for the rehabilitation of RM 3237 from RM 12 to RM 150 to include safety improvements (two-way center turn lane, left turn lanes, and shoulder widening) in Hays County, Texas.

4. Project Sources and Uses of Funds

The total estimated cost of the Project is shown in Attachment B, Project Budget, (Attachment B) which is attached to and made a part of this Agreement.

A. If the Local Government will perform any work under this Agreement for which reimbursement will be provided by or through the State, the Local Government must complete training. Training is complete when at least one individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled “Local Government Project Procedures and Qualification for the Texas Department of Transportation” and retains qualification in accordance with applicable TxDOT procedures. Upon request, the Local Government shall provide the certificate of qualification to the State. The individual who receives the training certificate may be an employee of the Local Government or an employee of a firm that has been contracted by the Local Government to perform oversight of the Project. The State in its discretion may deny reimbursement if the Local Government has not continuously designated in writing a qualified individual to work actively on or to directly oversee the Project.

B. The expected cash contributions from the State, the Local Government, or other parties are shown in Attachment B. The State will pay for only those Project costs that have been approved by the Texas Transportation Commission.

C. Attachment B shows, by major cost categories, the cost estimates and the party responsible for performing the work for each category. These categories may include but are not limited to: (1) costs of real property; (2) costs of utility work; (3) costs of environmental assessment and

remediation; (4) cost of preliminary engineering and design; (5) cost of construction and construction management; and (6) any other local project costs.

D. The State will be responsible for securing the State share of the funding required for the development and construction of the local Project. If the Local Government is due funds for expenses incurred, these funds will be reimbursed to the Local Government on a cost basis.

E. The Local Government will be responsible for all non-State participation costs associated with the Project, unless otherwise provided for in this Agreement or approved otherwise in an amendment to this Agreement. For items of work subject to specified percentage funding, the Local Government shall only in those instances be responsible for all Project costs that are greater than the maximum State participation specified in Attachment B and for overruns in excess of the amount specified in Attachment B to be paid by the Local Government.

F. The budget in Attachment B will clearly state all items subject to fixed price funding, specified percentage funding or the periodic payment schedule, when periodic payments have been approved by the State.

G. When the Local Government bears the responsibility for paying cost overruns, the Local Government shall make payment to the State within thirty (30) days from the receipt of the State's written notification of additional funds being due.

H. When fixed price funding is used, the Local Government is responsible for the fixed price amount specified in Attachment B. Fixed prices are not subject to adjustment unless (1) differing site conditions are encountered; (2) further definition of the Local Government's requested scope of work identifies greatly differing costs from those estimated; (3) work requested by the Local Government is determined to be ineligible for federal participation; or (4) the adjustment is mutually agreed to by the State and the Local Government.

I. Prior to the performance of any engineering review work by the State, the Local Government will pay to the State the amount specified in Attachment B. At a minimum, this amount shall equal the Local Government's funding share for the estimated cost of preliminary engineering performed or reviewed by the State for the Project. At least sixty (60) days prior to the date set for receipt of the construction bids, the Local Government shall remit its remaining financial share for the State's estimated construction oversight and construction cost.

J. The State will not execute the contract for the construction of the Project until the required funding has been made available by the Local Government in accordance with this Agreement.

K. Whenever funds are paid by the Local Government to the State under this Agreement, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation" or may use the State's Automated Clearing House (ACH) system for electronic transfer of funds in accordance with instructions provided by TxDOT's Finance Division. The funds shall be deposited and managed by the State and may only be applied by the State to the Project.

L. The State will not pay interest on any funds provided by the Local Government.

M. If a waiver for the collection of indirect costs for a service project has been granted under 43 TAC §15.56, the State will not charge the Local Government for the indirect costs the State incurs on the local Project, unless this Agreement is terminated at the request of the Local Government prior to completion of the Project.

N. If the Local Government is an Economically Disadvantaged County (EDC) and if the State has approved adjustments to the standard financing arrangement, this Agreement reflects those adjustments.

O. Where the Local Government is authorized to perform services under this Agreement and be reimbursed by the State, the Local Government is authorized to submit requests for reimbursement by submitting the original of an itemized invoice, in a form and containing all items required by the State, no more frequently than monthly and no later than ninety (90) days after costs are incurred. If the Local Government submits invoices more than ninety (90) days

after the costs are incurred the State may refuse to reimburse the Local Government for those costs.

P. Upon completion of the Project, the State will perform a final accounting of the Project costs for all items of work with specified percentage funding. Any funds due by the Local Government or the State for these work items will be promptly paid by the owing party.

Q. The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under this Agreement or indirectly through a subcontract under this Agreement. Acceptance of funds directly under this Agreement or indirectly through a subcontract under this Agreement 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. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

R. Payment under this Agreement beyond the end of the current fiscal biennium is subject to availability of appropriated funds. If funds are not appropriated, this Agreement shall be terminated immediately with no liability to either party.

5. Termination of this Agreement

This Agreement shall remain in effect until the Project is completed and accepted by all parties, unless:

A. The Agreement is terminated in writing with the mutual consent of the parties;

B. The Agreement is terminated by one party because of a breach, in which case any cost incurred because of the breach shall be paid by the breaching party;

C. The Local Government elects not to provide funding after the completion of preliminary engineering, specifications, and estimates (PS&E) and the Project does not proceed because of insufficient funds, in which case the Local Government agrees to reimburse the State for its reasonable actual costs incurred during the Project; or

D. The Agreement is terminated by the State because the parties are not able to execute a mutually agreeable amendment when the costs for Local Government requested items increase significantly due to differing site conditions, determination that Local government requested work is ineligible for federal or state cost participation, or more thorough definition of the Local Government's proposed work scope identifies greatly differing costs from those estimated. The State will reimburse Local Government remaining funds to the Local Government within ninety (90) days of termination; or

E. The Project is inactive for thirty-six (36) months or longer and no expenditures have been charged against state funds, in which case the State may in its discretion terminate this Agreement.

6. Amendments

Amendments to this Agreement due to changes in the character of the work, terms of the Agreement, or responsibilities of the parties relating to the Project may be enacted through a mutually agreed upon, written amendment.

7. Remedies

This Agreement shall not be considered as specifying the exclusive remedy for any Agreement default, but all remedies existing at law and in equity may be availed of by either party to this Agreement and shall be cumulative.

8. Utilities

The party named in article 1, Responsible Parties, under AGREEMENT shall be responsible for the adjustment, removal, or relocation of utility facilities in accordance with applicable state laws, regulations, rules, policies, and procedures, including any cost to the State of a delay resulting from the

Local Government's failure to ensure that utility facilities are adjusted, removed, or relocated before the scheduled beginning of construction. The Local Government will not be reimbursed with State funds for the cost of required utility work. The Local Government must obtain advance approval for any variance from established procedures. Before a construction contract is let, the Local Government shall provide, at the State's request, a certification stating that the Local Government has completed the adjustment of all utilities that must be adjusted before construction is commenced.

9. Environmental Assessment and Mitigation

Development of a transportation project must comply with applicable environmental laws. The party named in article 1, Responsible Parties, under AGREEMENT is responsible for the following:

A. The identification and assessment of any environmental problems associated with the development of a local project governed by this Agreement.
B. The cost of any environmental problem's mitigation and remediation.
C. Providing any public meetings or public hearings required for the environmental assessment process. Public hearings will not be held prior to the approval of Project schematic.
D. The preparation of the NEPA documents required for the environmental clearance of this Project.

If the Local Government is responsible for the environmental assessment and mitigation, before the advertisement for bids, the Local Government shall provide to the State written documentation from the appropriate regulatory agency or agencies that all environmental clearances have been obtained.

10. Compliance with Accessibility Standards

All parties to this Agreement shall ensure that the plans for and the construction of all projects subject to this Agreement are in compliance with standards issued or approved by the Texas Department of Licensing and Regulation (TDLR) as meeting or consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336) (ADA).

11. Procurement Standards

For projects being managed by the Local Government and on the State highway system or that include state funding, the Local Government must obtain approval from the State for its proposed procurement procedure for the selection of a professional services provider, a contractor for a construction or maintenance project, or a materials provider.

12. Architectural and Engineering Services

The party named in Article 1, Responsible Parties, under AGREEMENT has responsibility for the performance of architectural and engineering services. The engineering plans shall be developed in accordance with the applicable *State's Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges* and the special specifications and special provisions related to it. For projects on the state highway system, the design shall, at a minimum conform to applicable State manuals. For projects not on the state highway system, the design shall, at a minimum, conform to applicable American Association of State Highway and Transportation Officials (AASHTO) design standards.

In procuring professional services, the parties to this Agreement must comply with Texas Government Code 2254, Subchapter A. If the Local Government is the responsible party, the Local Government shall submit its procurement selection process for prior approval by the State. All professional service contracts must be reviewed and approved by the State prior to execution by the Local Government.

13. Construction Responsibilities

The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the following:

A. Advertise for construction bids, issue bid proposals, receive and tabulate the bids, and award and administer the contract for construction of the Project. Administration of the contract includes the responsibility for construction engineering and for issuance of any change orders, supplemental agreements, amendments, or additional work orders that may become necessary subsequent to the award of the construction contract. Projects must be authorized by the State prior to advertising for construction.

B. If the State is the responsible party, the State will use its approved contract letting and award procedures to let and award the construction contract.

C. If the Local Government is the responsible party, the Local Government shall submit its contract letting and award procedures to the State for review and approval prior to letting.

D. If the Local Government is the responsible party, the State must concur with the low bidder selection before the Local Government can enter into a contract with the vendor.

E. If the Local Government is the responsible party, the State must review and approve change orders.

F. Upon completion of the Project, the party responsible for constructing the Project will issue and sign a “Notification of Completion” acknowledging the Project’s construction completion and submit certification(s) sealed by a professional engineer(s) licensed in the State of Texas.

G. Upon completion of the Project, the party constructing the Project will issue and sign a “Notification of Completion” acknowledging the Project’s construction completion.

14. Project Maintenance

The Local Government shall be responsible for maintenance of locally owned roads and locally owned facilities after completion of the work. The State shall be responsible for maintenance of the state highway system after completion of the work if the work was on the state highway system, unless otherwise provided for in existing maintenance agreements with the Local Government.

15. Right of Way and Real Property N/A

The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the provision and acquisition of any needed right of way or real property.

The Local Government shall be responsible for the following:

A. Right of way and real property acquisition shall be the responsibility of the Local Government. Title to right of way and other related real property must be acceptable to the State before funds may be expended for the improvement of the right of way or real property.

B. If the Local Government is the owner of any part of the Project site under this Agreement, the Local Government shall permit the State or its authorized representative access to occupy the site to perform all activities required to execute the work.

C. All parties to this Agreement will comply with and assume the costs for compliance with all the requirements of Title II and Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, Title 42 U.S.C.A. Section 4601 et seq., including those provisions relating to incidental expenses incurred by the property owners in conveying the real property to the Local Government and benefits applicable to the relocation of any displaced person as defined in 49 CFR Section 24.2(g). Documentation to support such compliance must be maintained and made available to the State and its representatives for review and inspection.

D. The Local Government shall assume all costs and perform necessary requirements to provide any necessary evidence of title or right of use in the name of the Local Government to the real property required for development of the Project. The evidence of title or rights shall be

acceptable to the State, and be free and clear of all encroachments. The Local Government shall secure and provide easements and any needed rights of entry over any other land needed to develop the Project according to the approved Project plans. The Local Government shall be responsible for securing any additional real property required for completion of the Project.

E. In the event real property is donated to the Local Government after the date of the State's authorization, the Local Government will provide all documentation to the State regarding fair market value of the acquired property. The State will review the Local Government's appraisal, determine the fair market value and credit that amount towards the Local Government's financial share. If donated property is to be used as a funding match, it may not be provided by the Local Government. The State will not reimburse the Local Government for any real property acquired before execution of this Agreement and the obligation of federal spending authority.

F. The Local Government shall prepare real property maps, property descriptions, and other data as needed to properly describe the real property and submit them to the State for approval prior to the Local Government acquiring the real property. Tracings of the maps shall be retained by the Local Government for a permanent record.

G. The Local Government agrees to make a determination of property values for each real property parcel by methods acceptable to the State and to submit to the State a tabulation of the values so determined, signed by the appropriate Local Government representative. The tabulations shall list the parcel numbers, ownership, acreage and recommended compensation. Compensation shall be shown in the component parts of land acquired, itemization of improvements acquired, damages (if any) and the amounts by which the total compensation will be reduced if the owner retains improvements. This tabulation shall be accompanied by an explanation to support the determined values, together with a copy of information or reports used in calculating all determined values. Expenses incurred by the Local Government in performing this work may be eligible for reimbursement after the Local Government has received written authorization by the State to proceed with determination of real property values. The State will review the data submitted and may base its reimbursement for parcel acquisitions on these values.

H. Reimbursement for real property costs will be made to the Local Government for real property purchased in an amount not to exceed eighty percent (80%) of the cost of the real property purchased in accordance with the terms and provisions of this Agreement. Reimbursement will be in an amount not to exceed eighty percent (80%) of the State's predetermined value of each parcel, or the net cost of the parcel, whichever is less. In addition, reimbursement will be made to the Local Government for necessary payments to appraisers, expenses incurred in order to assure good title, and costs associated with the relocation of displaced persons and personal property as well as incidental expenses.

I. If the Project requires the use of real property to which the Local Government will not hold title, a separate agreement between the owners of the real property and the Local Government must be executed prior to execution of this Agreement. The separate agreement must establish that the Project will be dedicated for public use for a period of not less than 10 (ten) years after completion. The separate agreement must define the responsibilities of the parties as to the use of the real property and operation and maintenance of the Project after completion. The separate agreement must be approved by the State prior to its execution. A copy of the executed agreement shall be provided to the State.

16. Insurance

If this Agreement authorizes the Local Government or its contractor to perform any work on State right of way, before beginning work the entity performing the work shall provide the State with a fully executed copy of the State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on

State right of way. This coverage shall be maintained until all work on the State right of way is complete. If coverage is not maintained, all work on State right of way shall cease immediately, and the State may recover damages and all costs of completing the work.

17. Notices

All notices to either party shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to that party at the following address:

Local Government:	**State:**
County of Hays Director of Transportation 2171 Yarrington Rd., San Marcos, TX 78666	Texas Department of Transportation ATTN: Director of Contract Services 125 E. 11th Street Austin, TX 78701

All notices shall be deemed given on the date delivered in person or deposited in the mail, unless otherwise provided by this Agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that notices shall be delivered personally or by certified U.S. mail, and that request shall be carried out by the other party.

18. Legal Construction

If one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions and this Agreement shall be construed as if it did not contain the invalid, illegal, or unenforceable provision.

19. Responsibilities of the Parties

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party, and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

20. Ownership of Documents

Upon completion or termination of this Agreement, all documents prepared by the State shall remain the property of the State. All data and information prepared under this Agreement shall be made available to the State without restriction or limitation on their further use. All documents produced or approved or otherwise created by the Local Government shall be transmitted to the State, in the format directed by the State, of photocopy reproduction on a monthly basis or as required by the State. The originals shall remain the property of the Local Government.

21. Compliance with Laws

The parties shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this Agreement. When required, the Local Government shall furnish the State with satisfactory proof of this compliance.

22. Sole Agreement

This Agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting the Agreement's subject matter.

23. Procurement and Property Management Standards

The parties to this Agreement shall adhere to the procurement and property management standards established in the Texas Uniform Grant Management Standards.

24. Inspection of Books and Records

The parties to this Agreement shall maintain all books, documents, papers, accounting records, and other documentation relating to costs incurred under this Agreement and shall make such materials available to the State and the Local Government, or their duly authorized representatives for review and inspection at its office during the Agreement period and for seven (7) years from the date of completion of work defined under this Agreement or until any impending litigation, or claims are resolved. Additionally, the State and the Local Government and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

25. Audit

Pursuant to Texas Government Code § 2262.154, 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. Acceptance of funds directly under the contract or indirectly through a subcontract under this 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. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

26. Historically Underutilized Business (HUB) and Small Business Enterprise (SBE) Requirements

For projects with State funds and no federal funds, the Local Government will be required to follow the provisions of Texas Transportation Code §201.702 and 43 TAC §§9.354-9.355 (HUB) and §§9.314-9.315 (SBE). The Local Government must incorporate project goals approved by TxDOT into project documents before advertising for receipt of bids. Contractors must select HUBs and SBEs from TxDOT-approved or maintained sources. The Local Government will provide monthly updates of HUB/SBE (as appropriate) participation and report final accomplishments to TxDOT for credit to overall program goals.

For projects with no state or federal funds that are not on the state or federal highway systems, the Local Government should follow its own local or specific ordinances and procedures. Local Governments are encouraged to use HUBs and SBEs from TxDOT-approved or maintained sources. The Local Government must also report final HUB accomplishments to TxDOT for credit to overall program goals.

27. Debarment Certifications

If state funds are used, the parties are prohibited from making any award to any party that is debarred under the Texas Administrative Code, Title 34, Part 1, Chapter 20, Subchapter G, Rule §20.585 and the Texas Administrative Code, Title 43, Part 1, Chapter 9, Subchapter G.

28. Pertinent Non-Discrimination Authorities

During the performance of this Agreement, the Local Government, for itself, its assignees, and successors in interest agree to comply with the following nondiscrimination statutes and authorities; including but not limited to:

A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.

B. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects).

C. Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), as amended, (prohibits discrimination on the basis of sex).

D. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27.

E. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age).

F. Airport and Airway Improvement Act of 1982, (49 U.S.C. Chapter 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex).

G. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not).

H. Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38.

I. The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex).

J. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations.

K. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, the parties must take reasonable steps to ensure that LEP persons have meaningful access to the programs (70 Fed. Reg. at 74087 to 74100).

L. Title IX of the Education Amendments of 1972, as amended, which prohibits the parties from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

CSJ#	0805-04-037		
District #	14	AFA ID	Z00003771
Code Chart 64 #	50106		
Project Name	RM 3237 from RM 12 to RM 150		

29. Signatory Warranty

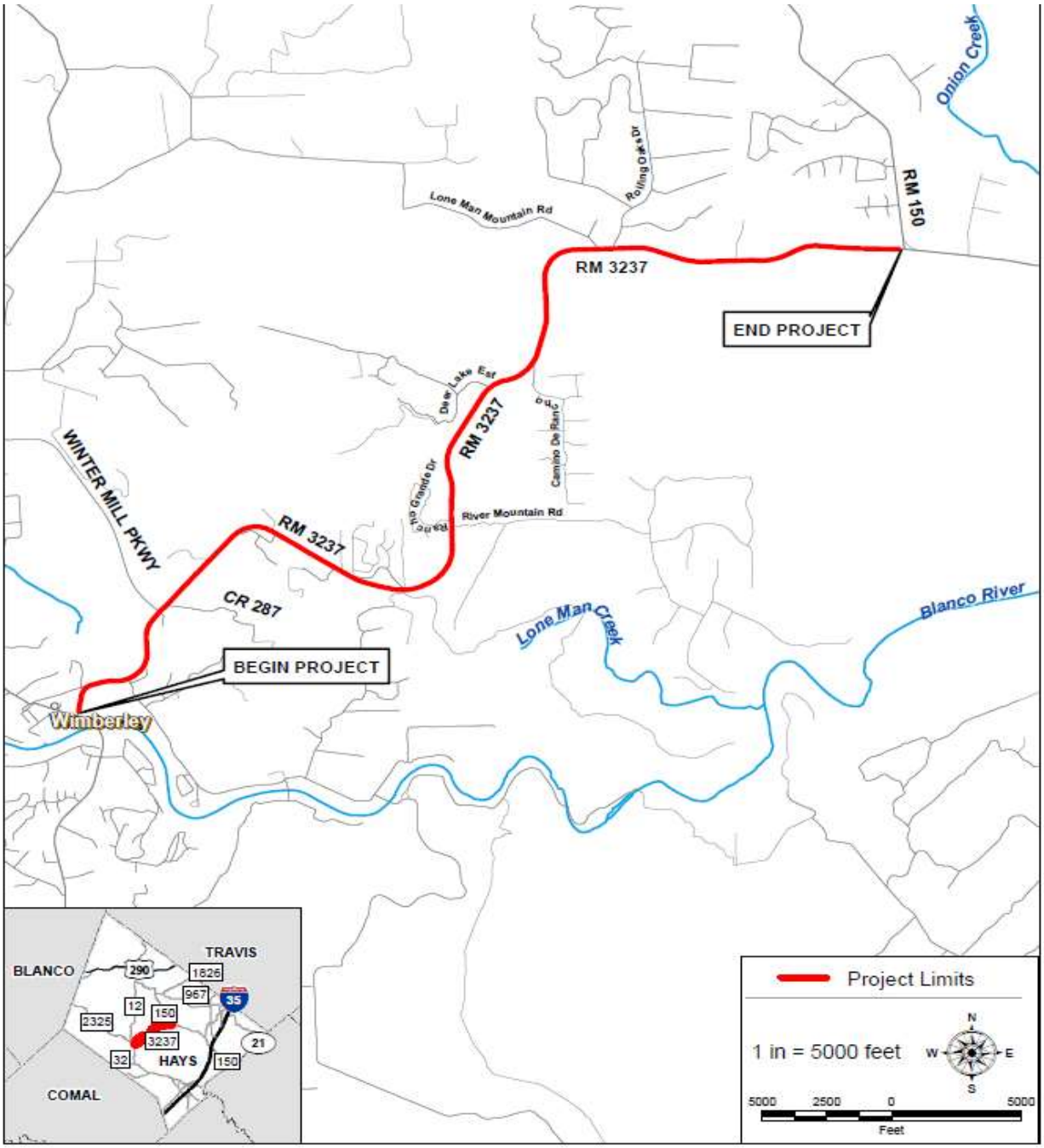
Each signatory warrants that the signatory has necessary authority to execute this Agreement on behalf of the entity represented.

Each party is signing this agreement on the date stated under that party's signature.

THE STATE OF TEXAS	THE LOCAL GOVERNMENT
Signature	Signature
Kenneth Stewart Typed or Printed Name	Ruben Becerra Typed or Printed Name
Director of Contract Services Typed or Printed Title	County Judge Typed or Printed Title
Date	Date

CSJ #	0805-04-037		
District #	14	AFA ID	Z00003771
Code Chart 64 #	50106		
Project Name	RM 3237 from RM 12 to RM 150		

ATTACHMENT A
LOCATION MAP SHOWING PROJECT



RM 3237 PHASE 2

HAYS COUNTY, TX

6/16/2022

CSJ#	0805-04-037		
District #	14	AFA ID	Z00003771
Code Chart 64 #	50106		
Project Name	RM 3237 from RM 12 to RM 150		

ATTACHMENT B

PROJECT BUDGET

Costs will be allocated based on 100% Local Government funding, the Local Government will then be responsible for project costs overruns. The State will be responsible for Direct and Indirect State Cost.

Description	Total Estimated Cost	State Participation		Local Participation	
		%	Cost	%	Cost
Engineering (by Local Government)	$1,868,000	0%	$0	100%	$1,868,000
Engineering (ROW; by Local Government)	$20,000	0%	$0	100%	$20,000
Engineering (Utility; by Local Government)	$20,000	0%	$0	100%	$20,000
Environmental (by Local Government)	$200,000	0%	$0	100%	$200,000
Subtotal	$2,108,000		$0		$2,108,000
Environmental Direct State Costs	$21,080	100%	$21,080	0%	$0
Right of Way Direct State Costs	$15,810	100%	$15,810	0%	$0
Engineering Direct State Costs	$52,700	100%	$52,700	0%	$0
Utility Direct State Costs	$15,810	100%	$15,810	0%	$0
Construction Direct State Costs	$0	0%	$0	0%	$0
Indirect State Cost (4.73%)	$99,708	100%	$99,708	0%	$0
TOTAL	$2,313,108		$205,108		$2,108,000

Initial payment by the Local Government to the State: $0
Payment by the Local Government to the State before construction: $0
Estimated total payment by the Local Government to the State $0
This is an estimate. The final amount of Local Government participation will be based on actual costs.

CSJ #	**0805-04-037**		
District #	**14**	**AFA ID**	**Z00003771**
Code Chart 64 #	**50106**		
Project Name	**RM 3237 from RM 12 to RM 150**		

ATTACHMENT C
RESOLUTION

A Resolution of the Hays County Commissioners Court
Approving an Advance Funding Agreement for Locally Funded Road Improvement Project On-System (RM 3237 Phase 2) and Authorizing the County Judge to Execute the Agreement on behalf of Hays County

STATE OF TEXAS §
§
COUNTY OF HAYS §

WHEREAS, the RM 3237 Safety Improvement Program between RM 12 and RM 150 is an element of the Hays County 2016 Road Bond Program; and

WHEREAS; the proposed Phase 2 safety improvements include the addition of two-way center turn lanes, left turn lanes, and shoulder widenings at various intersection locations and would improve safety and mobility for local traffic conditions at these locations; and

WHEREAS, Hays County has moved forward with project development of the RM 3237 Phase 2 safety improvements, including engineering and environmental clearance; and

WHEREAS, the Advance Funding Agreement would memorialize the roles and responsibilities of the Texas Department of Transportation and Hays County for this phase of project development; and

WHEREAS, execution of the Advance Funding Agreement would allow this phase of project development to be completed and favorably position the project for Hays County to seek construction funding through CAMPO or other funding opportunities as they arise;

NOW, THEREFORE, BE IT RESOLVED by the Hays County Commissioners Court:

(a) That the Commissioners Court of Hays County does hereby approve Advance Funding Agreement for Locally Funded Road Improvement Project On-System (RM 3237 Phase 2) and authorizes the County Judge to execute the Agreement on behalf of Hays County.

RESOLVED, ORDERED, AND DECLARED this ____ day of _____, 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

RM3237AFA_resolution-QC.docx

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Date: 12/06/2022

Requested By: Jerry Borcherding

Sponsor: Commissioner Ingalsbe

Agenda Item

Discussion and possible action to consider the acceptance of road construction & surface drainage improvements, release of the performance bond #800054920 in the amount of $1,064,632.25, and acceptance of the 2-year maintenance bond #258320F in the amount of $127,972.05 for Trails at Windy Hill subd., Phase 8. **INGALSBE/BORCHERDING**

Summary

Staff recommends acceptance of construction of roads and drainage improvements within the County ROW, and all regulatory signage as posted. An engineer's concurrence letter and as-built construction plans have been received. The Transportation Department has inspected and approved the improvements and will monitor the revegetation efforts for all disturbed areas within County ROW.

Attachments

Backup documents for Trails at Windy Hill subd., Ph. 8

HAYS COUNTY
TRANSPORTATION DEPARTMENT

P.O. BOX 906
San Marcos, TX 78667

512/393-7385
FAX: 512/393-7393

November 17, 2022

Honorable Ruben Becerra
111 E. San Antonio Street
San Marcos, Texas 78666

RE: Trails at Windy Hill subdivision, Phase 8

Dear Commissioners and Judge:

Josh Janysek, P.E. with BGE, Inc., is requesting that Hays County accept construction of the roads and surface drainage improvements for Trails at Windy Hill subdivision, Phase 8, release the performance bond #800054920 in the amount of $1,064,632.25, and accept the 2-year maintenance bond #258320F in the amount of $127,972.05. A concurrence letter and as-built plans have been received as required by Hays County.

I recommend that construction be accepted per staff recommendations under Hays County specifications.

Respectfully,

Jerry H. Borcherding

Jerry Borcherding, P.E.
Director
Hays County Transportation

11/2/2022

RE: TRAILS AT WINDY HILL PHASE 8
Paving, Drainage, Water & Wastewater Improvements
Engineer's Concurrence Letter

To Whom It May Concern:

Please find this letter as our formal engineering concurrence for the above-referenced project. On November 2, 2022, I the undersigned professional engineer, or my representative, made a final visual inspection of the above referenced project. This inspection represented the culmination of multiple site visits conducted by BGE, Inc., singly and several joint site visits conducted with Hays County Transportation, Goforth SUD, GBRA and MUD Engineering staff accompanied by Contractor personnel. The conclusion drawn from this final inspection and those site visits conducted during construction is that the Trails at Windy Hill Phase 8 Paving, Drainage, Water & Wastewater Improvements project has been constructed in general compliance with the approved plans, specifications and requirements of the associated regulatory permits with insignificant deviation.

Revegetation of areas disturbed in this construction project remain in progress with appropriate erosion controls in place to minimize erosive potential during the grow-in period.

Sincerely,
BGE, Inc.

11/2/2022

STATE OF TEXAS
JOSHUA K. JANYSEK
134412
LICENSED
PROFESSIONAL ENGINEER

Josh Janysek, P.E.
Project Manager – Construction

cc: James Parman, Hays County
Neal Goedrich, Goforth
Travis Basham, GBRA
Hank Smith, North Hays County MUD No. 1
Devin Lee Kleinfelder, D.R. Horton

MAINTENANCE BOND

Bond No.: **258320F**

KNOW ALL PERSONS BY THESE PRESENTS, that we, JL Gray Construction, Inc., as Principal and Westfield Insurance Company, a corporation organized and doing business under and by virtue of the laws of the State of Ohio and duly licensed to conduct surety business in the State of Texas, as Surety, are held and firmly bound unto Hays County as Obligee, in the sum of One Hundred Twenty-seven Thousand Nine Hundred Seventy-two & 05/100 ($127,972.05) Dollars, for which payment, will and truly to be made, we bind ourselves, our heirs, executors and successors, jointly and severally firmly by these presents.

THE CONDITIONS OF THE OBLIGATION IS SUCH THAT:

WHEREAS, the above named Principal entered into an agreement or agreements with said Obligee(s) to: Trails at Windy Hill Phase 8

WHEREAS, said agreement provided that Principal shall guarantee replacement and repair of improvements as described therein for a period of 2 year(s) following final acceptance of said improvements: Trails at Windy Hill Phase 8 - Erosion Control and Paving Improvements

NOW THEREFORE, if the above Principal shall indemnify the Obligee for all loss that Obligee may sustain by reason of any defective materials or workmanship which become apparent during the period of 2 year (s) from and after acceptance of said improvements by Obligee, then this obligation shall be void; otherwise to remain in full force and effect.

IN WITNESS WHEREOF, the seal and signature of said Principal is hereto affixed and the corporate seal and the name of the said Surety is hereto affixed and attested by its duly authorized Attorney-in-Fact.

This 19th day of October, 2022.

JL Gray Construction, Inc.
Principal

By: BRIAN LEMONS

Westfield Insurance Company
Surety

Seal

By: Jack Nottingham, Attorney-in-fact

Local Recording Agency:
K & S Insurance
P O Box 277
Rockwall, TX 75087

THIS POWER OF ATTORNEY SUPERCEDES ANY PREVIOUS POWER BEARING THIS SAME POWER # AND ISSUED PRIOR TO 05/25/22, FOR ANY PERSON OR PERSONS NAMED BELOW.

POWER NO. **4220012 14**

General Power of Attorney

CERTIFIED COPY

Westfield Insurance Co.
Westfield National Insurance Co.
Ohio Farmers Insurance Co.

Westfield Center, Ohio

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint

TONY FIERRO, JOHNNY MOSS, JAY JORDAN, MISTIE BECK, JEREMY BARNETT, JADE PORTER, ROBERT G. KANUTH, JARRETT WILLSON, JACK NOTTINGHAM, BRADY WILSON, BRENNAN WILLIAMSON, JOINTLY OR SEVERALLY

of **ROCKWALL** and State of **TX** its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver **any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship in any penal limit.** - - -

IMPORTANT NOTICE
STATE OF TEXAS
COMPLAINT PROCEDURES

1. IMPORTANT NOTICE

To obtain information or make a complaint:

2. You may contact your agent.

3. You may call **Westfield Insurance Company, Westfield National Insurance Company, and/or Ohio Farmers Insurance Company's** toll-free telephone number for information or to make a complaint at:

1-800-243-0210

4. You may also write to **Westfield Insurance Company, Westfield National Insurance Company, and/or Ohio Farmers Insurance Company** at:

Attn: Bond Claims
One Park Circle
P O Box 5001
Westfield Center, OH 44251-5001
Fax #330-887-0840

5. You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

1-800-252-3439

6. You may write to the Texas Department of Insurance, Consumer Protection Section (MC 111-1A):

P.O. Box 149091
Austin, TX 78714-9091
Fax: (512) 490-1007
Web: www.tdi.texas.gov
E-mail: ConsumerProtection@tdi.texas.gov

7. **PREMIUM OR CLAIM DISPUTES:**
Should you have a dispute concerning your premium or about a claim, you should contact the agent, Westfield Insurance Company, Westfield National Insurance Company, or Ohio Farmers Insurance Company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

8. **ATTACH THIS NOTICE TO YOUR POLICY:**
This notice is for information only and does not become a part or condition of the attached document.

AVISO IMPORTANTE

Para obtener informacion o p[illegible] someter una queja:

Puede comunicarse c[illegible]u (title) al (telephone number).

Usted puede llar[illegible] numero de telefono gratis de **Westfield Insu[illegible]e Company, Westfield National Insurance C[illegible]npany, and/or Ohio Farmers Insurance [illegible]npany's** para informacion o para someter u[illegible] queja al:

1-800-243-0210

Usted tambien puede escribir a **Westfield Insurance Company, Westfield National Insurance Company, and/or Ohio Farmers Insurance Company:**

Attn: Bond Claims
One Park Circle
P O Box 5001
Westfield Center, OH 44251-5001
Fax #330-887-0840

Puede comunicarse con el Departamento de Sequros de Texas para obtener informacion acerca de companies, coberturas, derechos o quejas al:

1-800-252-3439

Puede escribir al Departamento de Seguros de Texas, Consumer Protection Section (MC 111-1A):

P.O. Box 149091
Austin, TX 78714-9091
Fax: (512) 490-1007
Web: www.tdi.texas.gov
E-mail: ConsumerProtection@tdi.texas.gov

DISPUTAS SOBRE PRIMAS O RECLAMOS:
Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el agente, Westfield Insurance Company, Westfield National Insurance Company, o Ohio Farmers Insurance Company primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

UNA ESTE AVISO A SU POLIZA: Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Date: 12/06/2022

Requested By: Jerry Borcherding

Sponsor: Commissioner Shell

Agenda Item

Discussion and possible action to consider the acceptance of road construction & surface drainage improvements, release of the subdivision bond #SU1180136 in the amount of $646,815.41, acceptance of the 2-year maintenance bond #PB03016800924 in the amount of $70,015.57, and acceptance of the 1-year revegetation bond #PB03016800925 in the amount of $16,695.34 for 6 Creeks subd., Phase 1, Section 13A. **SHELL/BORCHERDING**

Summary

Staff recommends acceptance of construction of roads and drainage improvements within the County ROW, and all regulatory signage as posted. An engineer's concurrence letter and as-built construction plans have been received. The Transportation Department has inspected and approved the improvements and will monitor the revegetation efforts for all disturbed areas within County ROW.

Attachments

Backup documents for 6 Creeks subd., Ph. 1, Sec. 13A

HAYS COUNTY
TRANSPORTATION DEPARTMENT

P.O. BOX 906
San Marcos, TX 78667

512/393-7385
FAX: 512/393-7393

November 21, 2022

Honorable Ruben Becerra
111 E. San Antonio Street
San Marcos, Texas 78666

RE: 6 Creeks subdivision, Phase 1, Section 13A

Dear Commissioners and Judge:

Becky Carroll, P.E., with Pape-Dawson Engineers, Inc., is requesting that Hays County accept construction of the roads and surface drainage improvements for 6 Creeks subdivision, Phase 1, Section 13A, release the subdivision bond #SU1180136 in the amount of $646,815.41, accept the 2-year maintenance bond #PB03016800924 in the amount of $70,015.57, and accept the 1-year revegetation bond #PB03016800925 in the amount of $16,695.34. A concurrence letter and as-built plans have been received as required by Hays County.

I recommend that construction be accepted per staff recommendations under Hays County specifications.

Respectfully,

Jerry Borcherding, P.E.
Director
Hays County Transportation

PAPE-DAWSON ENGINEERS

November 18, 2022

Mr. Jim Parman
Hays County Transportation Department
2171 Yarrington Rd
Kyle, TX 78640

Re: Engineer's Concurrence for Project Acceptance

Dear Mr. Parman:

Project:	6 Creeks-Phase 1, Section 13A
Date:	November 18, 2022
Developer:	HM 6 Creeks Development, Inc. 2901 Bee Caves Road, Suite F Austin, TX 78746
Consultant Engineer:	Pape-Dawson Engineers, Inc. Attn: Becky Carroll, P.E. 2000 NW Loop 410 San Antonio, TX 78213

On this date, I, the undersigned Professional Engineer in the State of Texas, confirm that a member of my staff had met with the Project Contractor, City of Kyle and Hays County and made a final visual observation of the above referenced project. The items noted during the final Hays County walk-through on October 12, 2022 have been addressed and no other discrepancies from the approved plans were found other than those identified on the Plan of Record. I, therefore, recommend acceptance of this project by the City of Kyle and Hays County.

Sincerely,
Pape-Dawson Engineers, Inc.

Becky Carroll, P.E.
Vice President

P:\81\41\35\Word\Letters\221110a1 HaysCo- Concurrence Letter.docx

Philadelphia Indemnity Insurance Company

One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004
877-438-7459

Bond No. PB03016800924

MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we DNT Construction, LLC as Principal, and Philadelphia Indemnity Insurance Company, a corporation organized under the laws of the State of Pennsylvania, and duly authorized to do business in the State of Texas as Surety, are held and firmly bound unto Hays County, Tx as Obligee, in the penal sum of Seventy Thousand Fifteen and 57/100 ($70,015.57) to which payment well and truly to be made we do bind ourselves, and each of our heirs, executors, administrators, successors and assigns jointly and severally, firmly by these presents.

WHEREAS, the said Principal has entered into contract with HMBRR Development, Inc. for 6 Creeks Phase 1 Section 13A Hays County Development District – Roadway and Surface Drainage, which contract is hereinafter referred to as the "Contract."

WHEREAS, said Obligee requires that the Principal furnish a bond conditioned to guarantee for the period of Two year (s) from date of acceptance of the work performed under the Contract against all defects in workmanship and materials which would have been the responsibility under the Contract for which written notice is made to Surety during said period

NOW THEREFORE, THE CONDITIONS OF THIS OBLIGATION IS SUCH that, if the Principal shall indemnify the Obligee for all loss that the Obligee may sustain by reason of any defective materials or workmanship which may become apparent and with respect to which notice is delivered to Surety in writing during the period of Two year (s) from and after date of acceptance of the work under the Contract, then this obligation shall be void, otherwise to remain in full force and effect.

No right of action shall accrue hereunder to or for the benefit of any person or entity other the Obligee named herein, nor shall any suit be filed or action maintained on this bond more than twenty five (25) months after the date of the earliest timely notice of defect by Obligee to Surety.

SIGNED, SEALED AND DATED THIS 28th day of October, 2022.

DNT Construction, LLC
Principal

By: _____
Dean Tomme, President

Philadelphia Indemnity Insurance Company
Surety

By: _____
Rosemarie Lopez, Attorney-in-Fact

PHILADELPHIA INDEMNITY INSURANCE COMPANY
One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That **PHILADELPHIA INDEMNITY INSURANCE COMPANY** (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint **Tom Mulanax, Michael Whorton, David Whorton, Rachel Martinez, Rosemarie Lopez, Jeremy Farque and/or Noe Moreno of Whorton Insurance Services,** its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed **$50,000,000.**

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14th of November, 2016.

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEALTO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 5TH DAY OF MARCH, 2021.

(Seal)

John Glomb, President & CEO
Philadelphia Indemnity Insurance Company

On this 5th day of March, 2021 before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the **PHILADELPHIA INDEMNITY INSURANCE COMPANY**; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.

Commonwealth of Pennsylvania - Notary Seal
Vanessa Mckenzie, Notary Public
Montgomery County
My commission expires November 3, 2024
Commission number 1366394
Member, Pennsylvania Association of Notaries

Notary Public: Vanessa McKenzie

residing at: Bala Cynwyd, PA

My commission expires: November 3, 2024

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and the Power of Attorney issued pursuant thereto on the 5th day March, 2021 are true and correct and are still in full force and effect. I do further certify that John Glomb, who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 28th day of October, 2022.

Edward Sayago, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY

MAINTENANCE - REVEGETATION BOND

Bond No. PB03016800925

KNOW ALL MEN BY THESE PRESENTS,

That we DNT Construction, LLC, as Principal, and **PHILADELPHIA INDEMNITY INSURANCE COMPANY**, a corporation organized under the laws of the State of Pennsylvania, and authorized to do business in the State of Texas, as Surety, are held and firmly bound unto Hays County, Texas as Obligee in the penal sum of Sixteen Thousand Six Hundred Ninety Five and 34/100 ($16,695.34) to which payment well and truly to be made we do bind ourselves, and each of our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the said Principal has completed that certain work (herein referred to as the "Work") described as:
Non-Native Seeding for Erosion Control, Hydro Mulch Improvements – 6 Creeks Section Phase 1 Section 13A Hays County Development District Revegetation Bond

WHEREAS, the Obligee requires that the Principal furnish a bond conditioned to guarantee the Work against defects in workmanship and materials which are the responsibility of the Principal under the contract under which the Work was constructed, and which did not appear prior to the final completion of the Work.

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal shall indemnify the Obligee for all loss that the obligee may sustain by reason of defective materials or workmanship which may first become apparent, and with respect to which written notice is delivered to Surety, at the expiration of the period of sixty days from the date of substantial completion, being the establishment of grass/vegetation at 70% in areas of hydro mulch, then this obligation shall be void, otherwise to remain in full force and effect for a period of up to One Year. However, such termination shall not discharge the Surety from any liability previously accrued pursuant to this bond.

This obligation does not cover normal wear and tear of materials, misuse or abuse by the Obligee or third parties, failure of Obligee to perform oblige-required maintenance, nor any defects known to Obligee prior to final completion of the Work nor any defects discovered or occurring after the expiration of the period set forth above.

SIGNED, sealed and dated this 28th day of October, 2022.

DNT Construction, LLC

Principal

By: _____
Dean Tomme, President

Philadelphia Indemnity Insurance Company

Surety

By: _____
Rosemarie Lopez, Attorney-In-Fact

PHILADELPHIA INDEMNITY INSURANCE COMPANY
One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That **PHILADELPHIA INDEMNITY INSURANCE COMPANY** (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint **Tom Mulanax, Michael Whorton, David Whorton, Rachel Martinez, Rosemarie Lopez, Jeremy Farque and/or Noe Moreno of Whorton Insurance Services,** its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed **$50,000,000.**

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14th of November, 2016.

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEALTO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 5TH DAY OF MARCH, 2021.

(Seal)

John Glomb, President & CEO
Philadelphia Indemnity Insurance Company

On this 5th day of March, 2021 before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the **PHILADELPHIA INDEMNITY INSURANCE COMPANY**; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.

Commonwealth of Pennsylvania - Notary Seal
Vanessa Mckenzie, Notary Public
Montgomery County
My commission expires November 3, 2024
Commission number 1366394
Member, Pennsylvania Association of Notaries

Notary Public: Vanessa McKenzie

residing at: Bala Cynwyd, PA

My commission expires: November 3, 2024

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and the Power of Attorney issued pursuant thereto on the 5th day March, 2021 are true and correct and are still in full force and effect. I do further certify that John Glomb, who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 28th day of October, 2022.

Edward Sayago, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY

IMPORTANT NOTICE

To obtain information or make a complaint: You may call the Surety's toll free telephone number for information or to make a complaint at:

1-877-438-7459

You may also write Philadelphia Indemnity Insurance Company at:

One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004
Attention: Senior Vice President and Director of Surety

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:

P.O. Box 149104
Austin, TX 78714-9104
Web: http://www.tdi.texas.gov

PREMIUM OR CLAIM 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.

ATTACH THIS NOTICE TO YOUR BOND: This notice is for information only and does not become a part or condition of the attached document.

ADVISO IMPORTANTE

Para obener informacion o para someter una queja: Usted puede llamar al numero de telefono gratis de para informacion o para someter una queja al:

1-877-438-7459

Usted tanbien puede escribir a Philadelphia Indemnity Insurance Company:

One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004
Attention: Senior Vice President and Director of Surety

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companias, coberturas, derechos o quejas al:

1-800-252-3439

Puede escribir al Departmento de Seguros de Texas:

P.O. Box 149104
Austin, TX 78714-9104
Web: http://www.tdi.texas.gov

DISPUTAS SOBRE PRIMAS O RECLAMOS: Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el Surety primero. Si no se resuelve la disputa, puede entonces comunicarrse con el departamento (TDI).

UNA ESTE AVISO A SU FIANZA DE GARANTIA: Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Date: 12/06/2022

Requested By: Jerry Borcherding

Sponsor: Commissioner Jones

Agenda Item

Hold a public hearing with possible action to establish a "No Parking" zone along the west side (school side) of Sunbright Blvd. between Vista Gardens Drive and the entrance-only drive for Sunfield Elementary School. **JONES/BORCHERDING**

Summary

In response to a request by the Hays CISD, there is a need to establish a "No Parking" zone along the school side of Sunbright Blvd with signage within the ROW. Vehicles are parking to drop off & pick up students at this location, however the southbound lane needs to be clear for both the vehicles attempting to turn right into the entrance-only drive of the school as well as the thru traffic.

Attachments

Map of Sunbright Blvd (Sunfield Elementary School) No Parking zone

Untitled Map

Write a description for your map.

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Date: 12/06/2022

Requested By: Jerry Borcherding

Sponsor: Commissioner Shell

Agenda Item

Hold a public hearing with possible action to establish a 3-way stop location on Longbow Lane at the intersection with Indian Princess in the Woodcreek North subdivision. **SHELL/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 Longbow Lane.

Attachments

Map of Longbow Lane

Longbow Lane
Tube Counter locations - traffic study for speed.
Legend
Crazy Cross Rd
Crazy Cross Rd
Sprucewood Dr
Ridgewood Cir
New
Old Mine
Existing
New
Indian Princess
Longbow Lane
Valley Spring Rd
Whistling Wind Ln
Whistling Wind Ln
Creekside Dr
Google Earth
N
900 ft

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Date: 12/06/2022

Requested By: Jerry Borcherding

Sponsor: Commissioner Shell

Agenda Item

Hold a public hearing with possible action to establish a 3-way stop location on High Mesa Drive at the intersection with Cowpoke Circle in the Cedar Oaks Mesa subdivision. **SHELL/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 High Mesa Drive.

Attachments

Map of High Mesa Drive (Cedar Oaks Mesa)

Cedar Oaks Mesa subd.
New 3-way stop: High Mesa Drive at Cowpoke Circle
Legend
High Mesa Dr
Remuda Run
Remuda Run
High Mesa Dr
New
Cowpoke Cir
Existing
New
Campfire Cir
High Mesa Dr
High Mesa Dr
High Mesa Dr
River Rd
River Rd
Roundup Dr
STOP
STOP
STOP
N
1000 ft
Google Earth

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Date: 12/06/2022

Requested By: Jerry Borcherding, P.E., Transportation Director

Sponsor: Commissioner Smith

Agenda Item

Discussion and possible action to approve the selection of B2Z Engineering, LLC to provide construction, engineering & inspection (CE&I) services on an On-Call bases related to road improvement projects in Hays County; and authorize staff and counsel to negotiate a contract, as well as a Work Authorization #1 for CE&I services on the Darden Hill at Sawyer Ranch Road Roundabout project as part of the Road Bond Program. **SMITH/BORCHERDING**

Summary

The Darden Hill at Sawyer Ranch Road Roundabout project as part of the 2016 Road Bond Program requires construction, engineering & inspection services to support the construction phase of this project. If B2Z Engineering, LLC should be approved for an On-Call CE&I Services contract, it is the intent to negotiate a Work Authorization for the Darden Hill at Sawyer Ranch Road Roundabout project.

B2Z Engineering, LLC has been pre-qualified by Hays County for the requested services through RFQ 2022-Q02 on October 11, 2022 Item #38136. The process to initially select a consultant to negotiate a scope of work and fee proposal, with subsequent action by the Hays County Commissioners Court to approve the contract integrating the negotiated scope of work and fee proposal, follows the process set forth in the Hays County Purchasing Policy and Procedures Manual, revised May 30, 2017.

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Date: 12/06/2022

Requested By: Colby Machacek, County Planner

Sponsor: Commissioner Shell

Agenda Item

PLN-1954-PC; Hold a Public Hearing followed by discussion and possible action regarding the Burnett Ranch, Sec 3, Lot 55, Replat. **SHELL/MACHACEK**

Summary

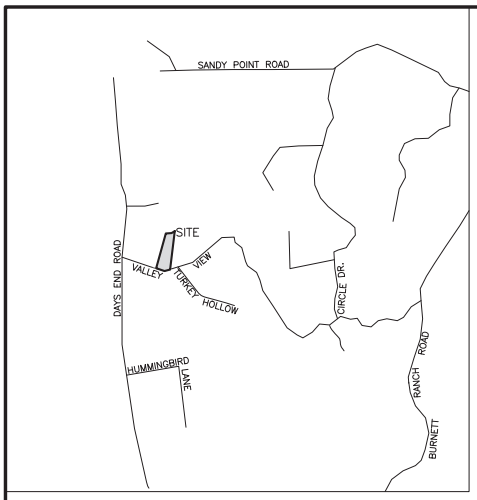
Burnett Ranch, Section 3 is a recorded subdivision located off Valley View Road in Wimberley and in Precinct 3.

The Replat of Lot 55 will create 2 lots, 55A and 55B, across 5.028 acres.

Water utility is accomplished by individual private wells. Wastewater treatment will be accomplished by individual on-site sewage facilities.

Attachments

Plat
Location Map
Cover Letter
Technical Review Comment 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. 48209C0215F, 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. THIS SUBDIVISION IS SUBJECT TO RESTRICTIONS RECORDED IN VOLUME 294, PAGE 475 OF THE HAYS COUNTY DEED RECORDS AND VOLUME 1299, PAGE 78 OF THE HAYS COUNTY OFFICIAL PUBLIC RECORDS.

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

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

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

9. THIS SUBDIVISION LIES WITHIN ESD NUMBERS 4 AND 7.

10. THIS SUBDIVISION LIES WITHIN THE HAYS TRINITY GROUNDWATER CONSERVATION DISTRICT.

11. MAILBOXES PLACED WITHIN THE ROW, SHALL BE OF AN APPROVED TXDOT OR FHWA DESIGN.

12. THE BEARING BASIS FOR THIS SURVEY PLAT WAS DETERMINED FROM GPS OBSERVATIONS AND REFERS TO GRID NORTH OF THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83, SOUTH CENTRAL ZONE.

STATE OF TEXAS*
COUNTY OF HAYS*

KNOW ALL MEN BY THESE PRESENTS, THAT I, ROBERT SHACKELFORD, OWNER OF LOT 55, BURNETT RANCH SUBDIVISION NO. 3, AS CONVEYED TO ME BY DEED DATED 9/21/2021, AND RECORDED IN HAYS COUNTY INSTRUMENT NUMBER 21055190 OF THE HAYS COUNTY OFFICIAL PUBLIC RECORDS, DO HEREBY REPLAT THIS PROPERTY TO BE KNOWN AS REPLAT OF LOT 55, BURNETT RANCH SUBDIVISION NO. 3, 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.

_____
ROBERT SHACKELFORD
2830 SHOAL CREST AVENUE
AUSTIN, TX. 78705

STATE OF TEXAS*
COUNTY OF HAYS*

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED ROBERT SHACKELFORD, 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 STATED.

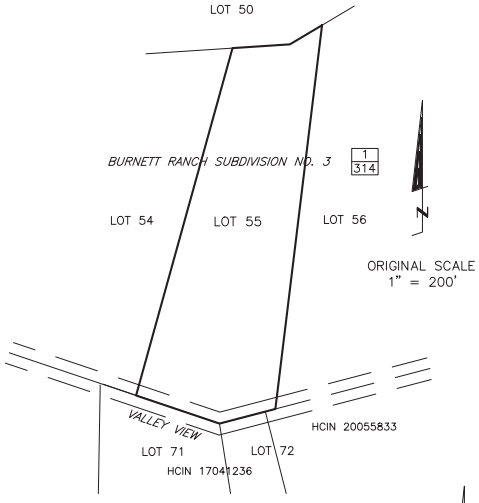
GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE ___ DAY OF

_____, A.D., 20___.

_____
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

LEGEND

HCIN	HAYS COUNTY INSTRUMENT NUMBER
VOL / PG	HAYS COUNTY DEED, REAL PROPERTY OR OFFICIAL PUBLIC RECORDS
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 PER 294/475 1299/78
	CONCRETE NAIL SET WITH ALUMINUM WASHER STAMPED "BYRN SURVEY" UNLESS NOTED OTHERWISE



ORIGINAL CONFIGURATION

STATE OF TEXAS *
COUNTY OF HAYS *

I, ELAINE CARDENAS, COUNTY CLERK OF HAYS COUNTY, TEXAS, 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 IN

BOOK_____, PAGE_____.

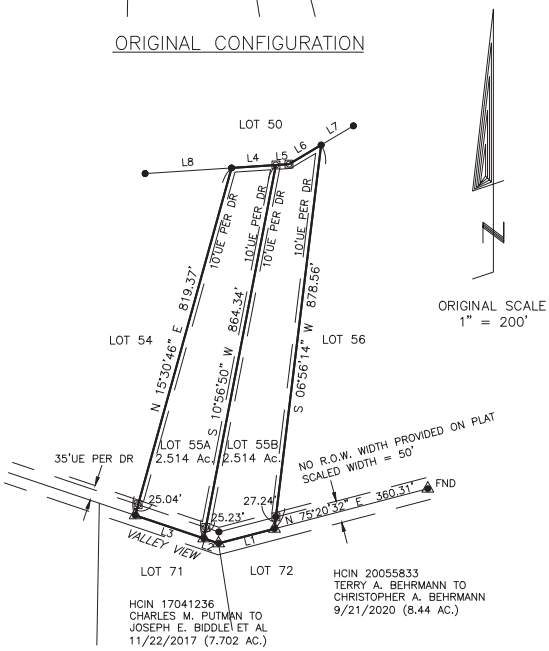
_____ _____
RUBEN BECERRA ELAINE H. CARDENAS
COUNTY JUDGE COUNTY CLERK
HAYS COUNTY, TEXAS HAYS COUNTY, TEXAS

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 BOOK _____, PAGE _____.

_____
ELAINE H. CARDENAS, COUNTY CLERK
HAYS COUNTY, TEXAS

LINE	BEARING	DISTANCE
L1	S 75°20'19" W	131.29'
L2	N 71°23'38" W	35.59'
L3	N 71°23'38" W	164.42'
L4	N 86°14'20" E	101.04'
L5	N 86°14'20" E	29.76'
L6	N 59°14'59" E	84.96'
L7	N 59°14'59" E	85.23'
L8	S 86°14'20" W	196.88'



REPLAT

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.

PRELIMINARY, THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE.

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

LOT SIZE CATEGORIES

TOTAL AREA = 5.028 AC.
TOTAL NUMBER OF LOTS = 2
AVERAGE LOT SIZE = 2.514 AC.
NUMBER OF LOTS OVER 10 ACRES = 0
NUMBER OF LOTS 5 – 10 ACRES = 0
NUMBER OF LOTS 2 – 5 ACRES = 2
NUMBER OF LOTS 1 – 2 ACRES = 0
NUMBER OF LOTS LESS THAN 1 ACRE = 0

UTILITIES:
ELECTRIC–PEDERNALES ELECTRIC COOPERATIVE
WATER–INDIVIDUAL 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.

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 ENVIRONMENTAL HEALTH.

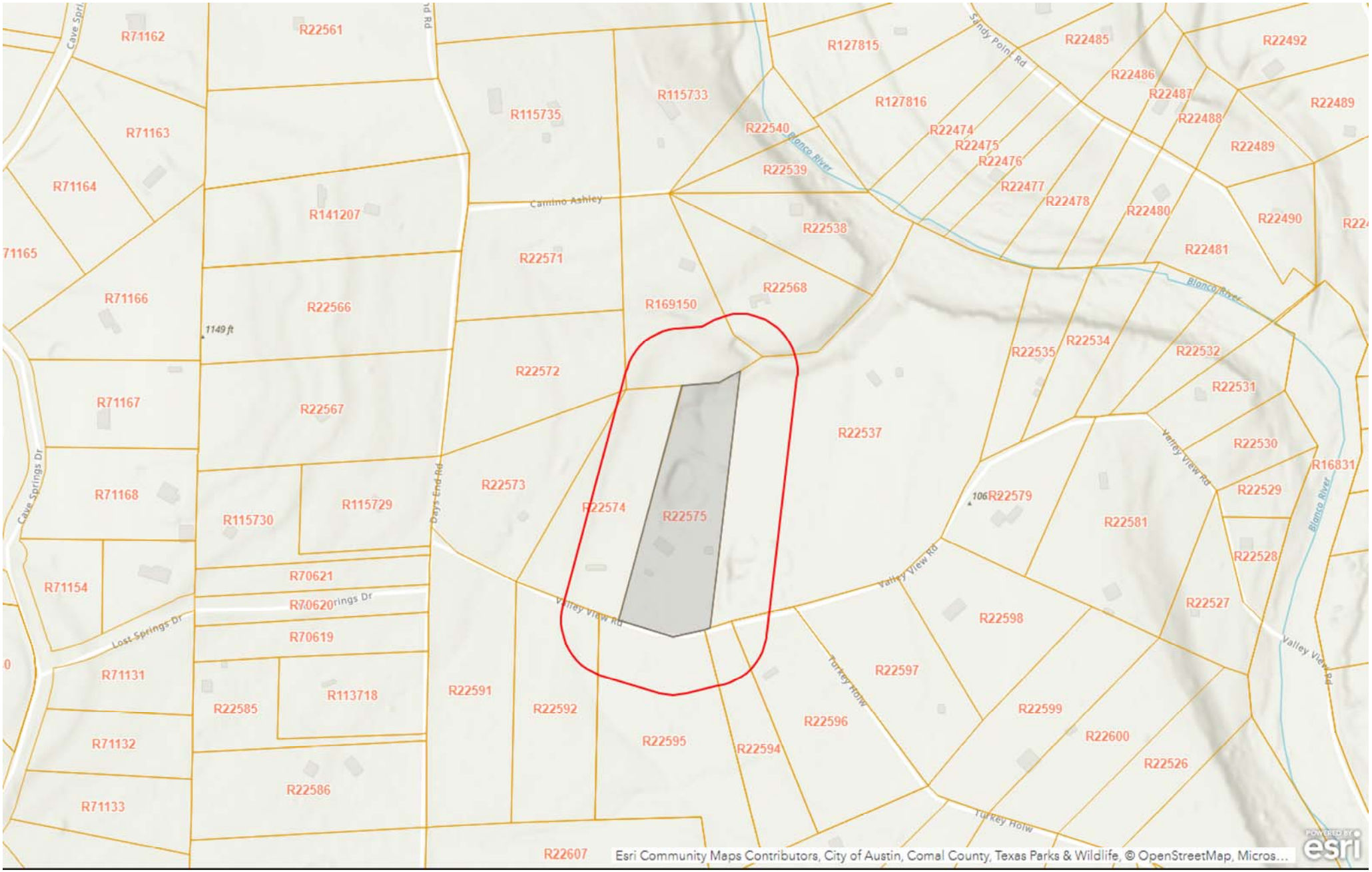
NO CONSTRUCTION OR OTHER DEVELOPMENT WITHIN THIS SUBDIVISION MAY BEGIN UNTIL ALL HAYS COUNTY DEVELOPMENT PERMIT REQUIREMENTS HAVE BEEN MET.

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

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

CLIENT: PAPE, MIKE
DATE: 12/16/2021
OFFICE: K. SMITH
CREW: K. SMITH, C. SMITH
FB/PG: 783/16
PLAT NO. 28005–21–c

REPLAT OF LOT 55, BURNETT RANCH SUBDIVISION NUMBER 3, HAYS COUNTY, TEXAS


R71162
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R22571
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R22535
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R71167
R22567
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R22573
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R22592
R22599
R22585
R22596
R22600
R71132
R22595
R22594
R22526
R22586
R71133
R22607
Cave Springs Dr
Days End Rd
Valley View Rd
Lost Springs Dr
Turkey Hollw
Sandy Point Rd
Blanco River
106
Esri Community Maps Contributors, City of Austin, Comal County, Texas Parks & Wildlife, © OpenStreetMap, Micros...
esri

Hays County Commissioners Court Agenda Request

Meeting Date: December 6th, 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-1954-PC; Hold a Public Hearing followed by discussion and possible action regarding the Burnett Ranch, Sec 3, Lot 55, Replat.

BACKGROUND/SUMMARY OF REQUEST:

A) Burnett Ranch, Section 3 is a recorded subdivision located off Valley View Road in Wimberley and in Precinct 3. The Replat of Lot 55 will create 2 lots, 55A and 55B, across 5.028 acres.

B) Water utility is accomplished by individual private wells. Wastewater treatment will be accomplished by individual on-site sewage facilities.

STAFF COMMENTS:

Under Technical Review of the proposed Replat of Lot 55, Burnett Ranch, Section 3, staff has provided the remaining deficiencies, as presented in the back-up.

The items remaining are the completion of Technical Review, holding the public hearing for the replat, and the final determination. There are no variances requested.

Staff recommends the Approval with Condition that the remaining deficiencies are addressed per the current regulations prior to requesting the signature plat and/or recordation.

ATTACHMENTS/EXHIBITS:

Property location map

Subdivision Plat

Technical Review Comment Letter

Hays County Development Services
2171 Yarrington Road, Suite 100, Kyle TX 78640
512-393-2150 / www.hayscountytx.com

Date: December 01, 2022

Robert Shackelford
2830 Shoal Crest Avenue
Austin TX 78705
albeerobert21961@gmail.com

Project ID: PLN-1954-PC
Application Status: Approved with Conditions
Application Type: Replat/Revision
Application Filed: Oct. 21, 2022

RE: Burnett Ranch, Sec 3, Lot 55, Replat

To whom it may concern,

County Staff has conducted a Technical Review for the above-named subdivision. Comments from this application review follow. A written response to each comment below is required. In addition to the written response, please provide a revised copy of the plat. At this time, the project will be deemed **Approved with Conditions.** If you have any questions, please contact the Hays County Planning Department at 512-393-2150 Ext. 4 or at planning@co.hays.tx.us

9-1-1 Technical Review - Alicia Campos ((512) 393-2162)

1. 911 Technical review approved 10/24/2022

OSSF Technical Review - Troy Orman ((512) 393-2184)

1. Need a plat note stating only an Advanced OSSF may be installed on these lots unless rainwater collection is utilized.

Plat / Plan Technical Review - Colby Machacek ((512) 393-7301)

1. Please erect the required "Notice of Application to Subdivide" sign on the property, in accordance with Hays County requirements. The County's tracking number for this project is PLN-1954-PC.
2. **Revise the Hays County Development Services Approval Block signature blocks as follows:**

   _____
   Marcus Pacheco
   Director
   Hays County Development Services

   _____
   Eric Van Gaasbeek, R.S., C.F.M.
   Hays County Floodplain Administrator
3. **Per 715 § 3.01(C) Please include the following water availability note:**
   "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."
4. **Per Table 721.02 and Chapter 705 § 8.01(F):** Include the building line setbacks from regulated roadways.

Hays County Development Services
2171 Yarrington Road, Suite 100, Kyle TX 78640
512-393-2150 / www.hayscountytx.com

5. Revise the Hays County Approval Block as follows:

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 the 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

6. Revise the Hays County Clerk Approval Block as follows:

STATE OF TEXAS
COUNTY OF HAYS

I, Elaine H. Cardenas, County Clerk of Hays County, Texas, do hereby certify that the foregoing instrument of writing with its certificate of authentication was filed for record in my office on the _____ day of_____, A.D. 20__, at _____ o'clock _____m., in the plat records of Hays County, Texas, in Instrument Number_____.

Witness my hand and seal of office, this the _____ day of _____, A.D. 20__.

_____
Elaine H. Cardenas
County Clerk
Hays County, Texas

Transportation Technical Review - James Parman ((512) 393-2164)

1. Technical review is complete.

Colby Machacek

County Planner

Hays County Development Services

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Date: 12/06/2022

Requested By: Colby Machacek, County Planner

Sponsor: Commissioner Shell

Agenda Item

PLN-1917-PC; Hold a Public Hearing followed by discussion and possible action regarding the Rolling Oaks, Sec 3, Lot 4A, Replat. **SHELL/MACHACEK**

Summary

Rolling Oaks, Section 3 is a recorded subdivision located off Rolling Oaks Dr and Billie Brooks Lane in Driftwood and in Precinct 3.

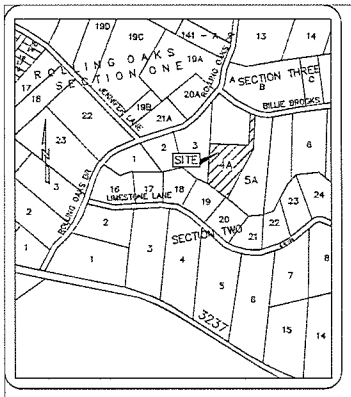
The Replat of Lot 4A will create 2 lots: 4A-1 and 4A-2, across 5.90 acres.

Water utility is accomplished by individual private wells. Wastewater treatment will be accomplished by individual on-site sewage facilities.

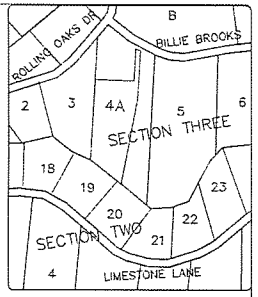
Attachments

Plat
Location Map
Cover Letter
Tech Review Comment Letter

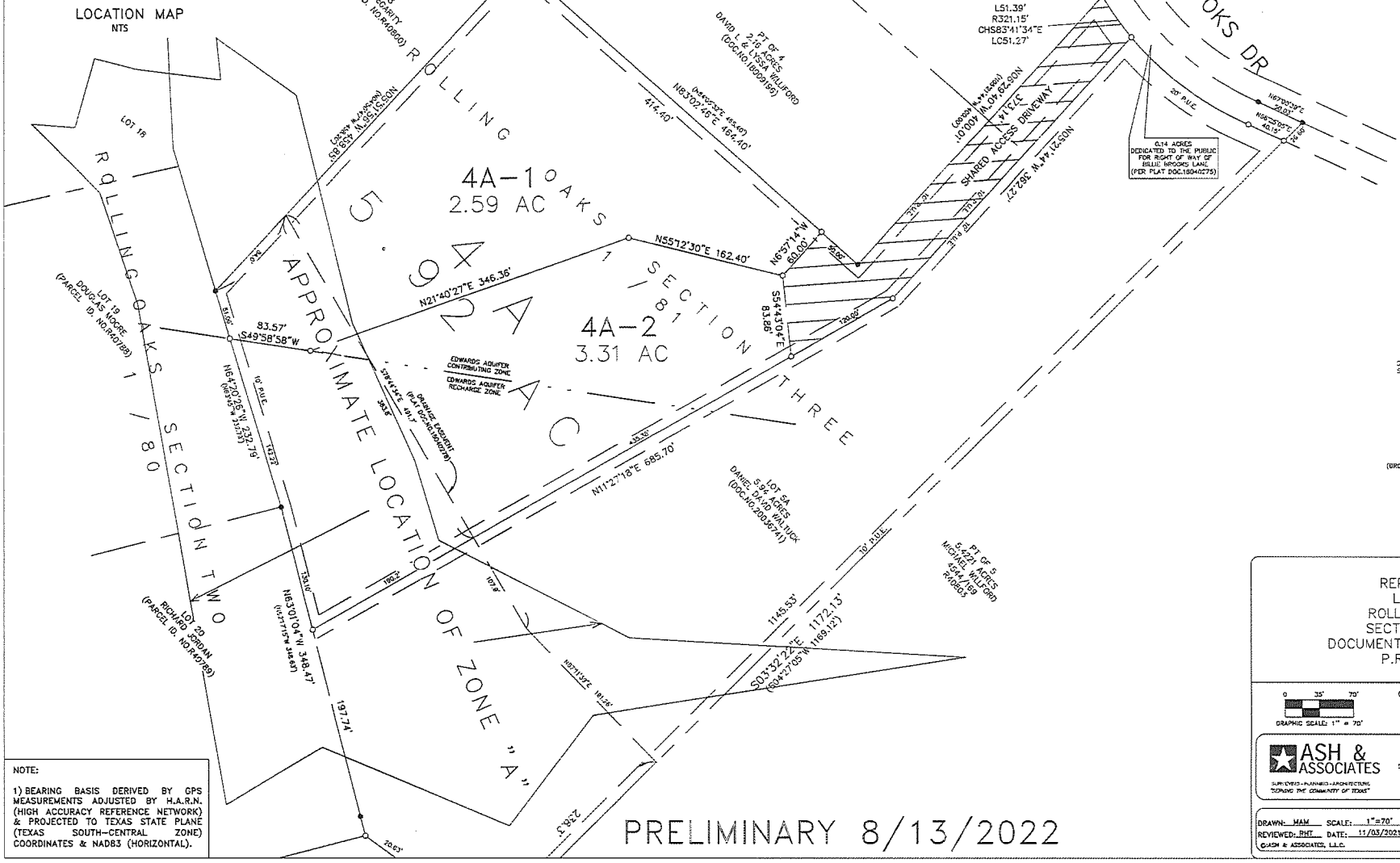
REPLAT OF
LOT 4A
ROLLING OAKS
SECTION NO. 3
DOCUMENT NO. 18040275
P.R.H.C.TX.



LOCATION MAP
NTS



ORIGINAL LOT CONFIGURATION
NTS



NOTE:

1) BEARING BASIS DERIVED BY GPS MEASUREMENTS ADJUSTED BY H.A.R.N. (HIGH ACCURACY REFERENCE NETWORK) & PROJECTED TO TEXAS STATE PLANE (TEXAS SOUTH-CENTRAL ZONE) COORDINATES & NAD83 (HORIZONTAL).

PRELIMINARY 8/13/2022

REPLAT OF
LOT 4A
ROLLING OAKS
SECTION NO. 3
DOCUMENT NO. 18040275
P.R.H.C.TX.

0 35' 70'
GRAPHIC SCALE: 1" = 70'

OWNER: FELIPE GARDUNO & ELIZABETH BENITEZ
260 BILLIE BROOKS DR.
DRIFTWOOD, TX 78619

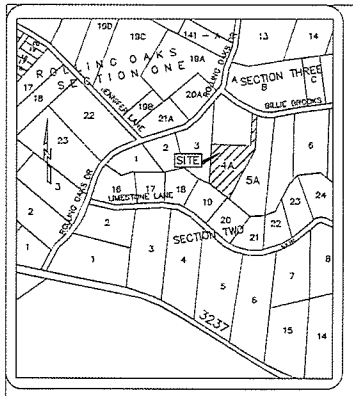
ASH & ASSOCIATES
SURVEYING • PLANNING • ARCHITECTURE
"SERVING THE COMMUNITY OF TEXAS"
142 JACKSON LANE
SAN MARCOS, TEXAS 78666
(512) 392-1710
ashandassociates.net
Surveying: 100647-00
Architecture: TX20240

DRAWN: MAM	SCALE: 1"=70'	REV.
REVIEWED: RHT	DATE: 11/03/2021	
©ASH & ASSOCIATES, L.L.C.		

PROJECT No. 18-6840-B

SHEET 1 OF 2

REPLAT OF
LOT 4A
ROLLING OAKS
SECTION NO. 3
DOCUMENT NO. 18040275
P.R.H.C.TX.



LOCATION MAP
NTS

STATE OF TEXAS *
COUNTY OF HAYS *

KNOW ALL MEN BY THESE PRESENTS

THAT, FELIPE GARDUNO & ELIZABETH BENITEZ, OWNERS OF LOT 4B, OF ROLLING OAKS – SECTION NO. 3, AN ADDITION TO HAYS COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF, RECORDED IN DOCUMENT NO. 18040275, PLAT RECORDS, HAYS COUNTY, TEXAS; SITUATED IN THE JESUSA PEREZ SURVEY, BLOCK NO. 14, SECTION NO. 14, ABSTRACT NO. 363, HAYS COUNTY, TEXAS, AS CONVEYED BY DEED TO SAID FELIPE GARDUNO & ELIZABETH BENITEZ, AND RECORDED IN DOCUMENT NO. 18006203, OFFICIAL PUBLIC RECORDS, HAYS COUNTY, TEXAS, DO HEREBY AMEND SAID LOT 4–A AND ESTABLISH " Lot 4A-1 AND Lot 4A-2: OF THE ROLLING OAKS – SECTION NO. 3 – DOCUMENT NO. 18040275", PLAT RECORDS HAYS COUNTY, TEXAS, IN ACCORDANCE WITH THE PLAT SHOWN HEREON, SUBJECT TO ANY AND ALL EASEMENTS OR RESTRICTIONS HERETOFORE GRANTED.

_____ _____
FELIPE GARDUNO DATE
260 BILLIE BROOKS DR.
DRIFTWOOD, TX 78619

_____ _____
ELIZABETH BENITEZ DATE
260 BILLIE BROOKS DR.
DRIFTWOOD, TX 78619

STATE OF TEXAS *
COUNTY OF HAYS *

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED FELIPE GARDUNO & ELIZABETH BENITEZ, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE _____ DAY OF

_____, A.D., 20____.

_____
NOTARY PUBLIC
STATE OF TEXAS

I, RICHARD H. TAYLOR, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECTLY MADE FROM AN ACTUAL SURVEY ON THE GROUND OF THE PROPERTY LEGALLY DESCRIBED HEREON, AND THAT THERE ARE NO APPARENT DISCREPANCIES OR CONFLICTS UNLESS SHOWN ON THE ACCOMPANYING PLAT, AND THAT THE CORNER MONUMENTS SHOWN HEREON WERE PROPERLY PLACED UNDER MY SUPERVISION IN ACCORDANCE WITH THE SUBDIVISION REGULATIONS OF THE CITY OF WIMBERLEY TEXAS.

PRELIMINARY 8/20/2022

_____ _____
RICHARD H. TAYLOR DATE
REGISTERED PROFESSIONAL LAND SURVEYOR
STATE OF TEXAS, NO. 3986

PLAT INFORMATION:
TOTAL AREA: 5.92 ACRES
TOTAL NUMBER OF LOTS: 2
LOT – 4A–1: 2.59 ACRES
LOT – 4A–2: 3.31 ACRES
AVERAGE SIZE OF LOTS: 2.96 ACRES

PLAT NOTES:

1) THIS SUBDIVISION PLAT WAS PREPARED WITHOUT BENEFIT OF COMMITMENT FOR TITLE AND IS SUBJECT TO ALL RECORDED RESTRICTIVE COVENANTS, EASEMENTS AND RIGHT–OF–WAYS, NOT SHOWN HEREON AND IS SUBJECT TO ALL NOTES, COVENANTS AND RESTRICTIONS OF ROLLING OAKS – SECTION NO. 3, AN ADDITION TO HAYS COUNTY, TEXAS, ACCORDING TO THE PLATS RECORDED IN DOCUMENT NO.18040275, PLAT RECORDS, HAYS COUNTY, TEXAS.

2) ACCORDING TO THE NATIONAL FLOOD INSURANCE PROGRAM, FLOOD INSURANCE RATE MAP FOR HAYS COUNTY, TEXAS AND INCORPORATED AREAS, MAP NO. 48209C0245F, DATED SEPTEMBER 2, 2005, THIS PROPERTY IS LOCATED IN ZONE "X" (UNSHADED), WHICH IS AN AREA OUTSIDE THE FEMA DESIGNATED 100–YEAR FLOODPLAIN, AND A PORTION OF THIS LOT IS LOCATED IN ZONE "A", WHICH IS AN AREA INSIDE THE FEMA DESIGNATED 100–YEAR FLOODPLAIN.

3) BEARING BASIS DERIVED BY GPS MEASUREMENTS ADJUSTED BY H.A.R.N. (HIGH ACCURACY REFERENCE NETWORK) & PROJECTED TO TEXAS STATE PLANE (TEXAS SOUTH–CENTRAL ZONE) COORDINATES & NAD83 (HORIZONTAL).

4) LOTS FALL WITHIN THE HAYS TRINITY GROUNDWATER CONSERVATION DISTRICT.

5) THIS SUBDIVISION LIES PARTIALLY WITHIN THE EDWARDS AQUIFER CONTRIBUTING ZONE AND EDWARDS AQUIFER RECHARGE ZONE.

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

7) ADVANCE ON–SITE SEWAGE FACILITY SYSTEMS ONLY DUE TO HAYS COUNTY MINIMUM LOT SIZE REQUIREMENTS FOR PRIVATE WELL IN THE EDWARDS AQUIFER RECHARGE AND CONTRIBUTING ZONE.

8) LOTS SMALLER THAN 5 ACRES, WHICH ARE SERVED BY A SHARED ACCESS DRIVEWAY, WILL BE PROHIBITED FROM FURTHER SUBDIVISION UNLESS ADDITIONAL IMPROVED ACCESS IS PROVIDED.

9) ALL LOTS SERVED BY A SHARED ACCESS DRIVEWAY ARE RESTRICTED TO ONE SINGLE FAMILY RESIDENCE PER LOT AND IF ANY OTHER DEVELOPMENT OF A DWELLING UNIT OCCURS ON ANY OF THE LOTS OBTAINING ACCESS THROUGH THE SHARED ACCESS DRIVEWAY, THEN SUCH NEW DWELLING UNIT MUST BE CONSTRUCTED ON A SEPARATELY PLATTED LOT WITH DIRECT FRONTAGE ONTO AND PHYSICAL ACCESS TO A REGULATED ROADWAY PRIOR TO CONSTRUCTION OF THE DWELLING UNIT. A DUPLEX WILL NOT BE CONSIDERED A SINGLE FAMILY RESIDENCE FOR PURPOSES OF THIS SUBPARAGRAPH.

10) THE OWNERS OF THE SINGLE FAMILY RESIDENCES OBTAINING ACCESS THROUGH THE SHARED ACCESS DRIVEWAY SHALL BE SOLELY RESPONSIBLE FOR ALL MAINTENANCE OF THE DRIVEWAY, INCLUDING MAINTAINING ANY DRAINAGE STRUCTURES ASSOCIATED WITH THE DRIVEWAY. THE DRIVEWAY MUST BE MAINTAINED AT ALL TIMES IN A CONDITION THAT WILL PERMIT UNENCUMBERED VEHICULAR ACCESS BY EMERGENCY VEHICLES.

E.T.J. NOTE
THIS SUBDIVISION DOES NOT LIE WITHIN THE BOUNDARIES OF THE CITY OF WIMBERLEY EXTRA TERRITORIAL JURISDICTION.

UTILITY INFORMATION
WATER: PRIVATE WELLS
SEWER: INDIVIDUAL ON–SITE SEWAGE FACILITY
ELECTRICITY: PEDERNALES ELECTRIC COOPERATIVE, INC.
TELEPHONE: FRONTIER

SCHOOL DISTRICT
THIS SUBDIVISION LIES WITHIN THE WIMBERLEY INDEPENDENT SCHOOL DISTRICT

THIS SUBDIVISION LIES WITHIN THE HAYS COUNTY EMERGENCY SERVICE DISTRICT NO. 4 & 7

HAYS COUNTY:

UNDER DEPARTMENT REGULATIONS, THIS SUBDIVISION IS EXEMPT FROM THE 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.

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 GROUNDWATER AVAILABILITY. RAINWATER 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.

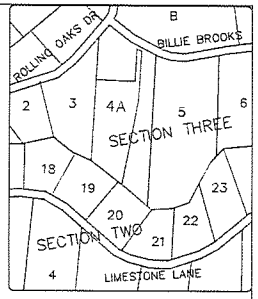
_____
MARCUS PACHECO
DIRECTOR
HAYS COUNTY DEVELOPMENT SERVICES

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

'IN ORDER TO PROMOTE SAFE USE OF ROADWAYS AND PRESERVE THE CONDITIONS OF PUBLIC ROADWAYS, NO DRIVEWAY CONSTRUCTED ON ANY LOT WITHIN THIS SUBDIVISION SHALL BE PERMITTED TO ACCESS ONTO A PUBLIC ROADWAY UNLESS (A) A PERMIT FOR USE OF THE COUNTY ROADWAY RIGHT–OF–WAY HAS BEEN ISSUED UNDER CHAPTER 751, AND, (B) THE DRIVEWAY SATISFIES THE MINIMUM SPACING REQUIREMENT SET FORTH IN CHAPTER 721 OF THE HAYS COUNTY DEVELOPMENT REGULATIONS.'

'ALL CULVERTS, WHEN REQUIRED, SHALL COMPLY WITH THE CURRENT HAYS COUNTY STANDARD, PER HAYS COUNTY DEVELOPMENT REGULATIONS, CHAPTER 705, SUBCHAPTER 8.03.'

'ALL MAILBOXES LOCATED IN THE RIGHT–OF–WAY SHALL BE OF AN APPROVED TXDOT OR FHWA APPROVED DESIGN, PER HAYS COUNTY DEVELOPMENT REGULATIONS, CHAPTER 721, SUBCHAPTER 2.01.'



ORIGINAL LOT CONFIGURATION
NTS

STATE OF TEXAS *
COUNTY OF HAYS *

I, ELAINE 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 THE SAID COURT INSTRUMENT NUMBER _____.

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

_____
ELAINE CARDENAS
COUNTY CLERK
HAYS COUNTY, TEXAS

_____
RUBEN BECERRA
COUNTY JUDGE
HAYS COUNTY, TEXAS

STATE OF TEXAS *
COUNTY OF HAYS *

I, ELAINE CARDENAS, COUNTY CLERK OF HAYS COUNTY, TEXAS, CERTIFY THAT THIS PLAT WAS FILED FOR RECORD IN MY OFFICE ON THE ____ DAY OF _____, 20____, AT _____O'CLOCK ___M., AND RECORDED ON THE ____DAY OF _____, 20____ AT _____O'CLOCK ___M., IN THE PLAT RECORDS OF HAYS COUNTY, TEXAS, IN INSTRUMENT NO._____.

_____
ELAINE CARDENAS
COUNTY CLERK
HAYS COUNTY, TEXAS

REPLAT OF
LOT 4A
ROLLING OAKS
SECTION NO. 3
DOCUMENT NO. 18040275
P.R.H.C.TX.

0 35' 70'
GRAPHIC SCALE: 1" = 70'

OWNER: FELIPE GARDUNO &
ELIZABETH BENITEZ
260 BILLIE BROOKS DR.
DRIFTWOOD, TX 78619

ASH & ASSOCIATES
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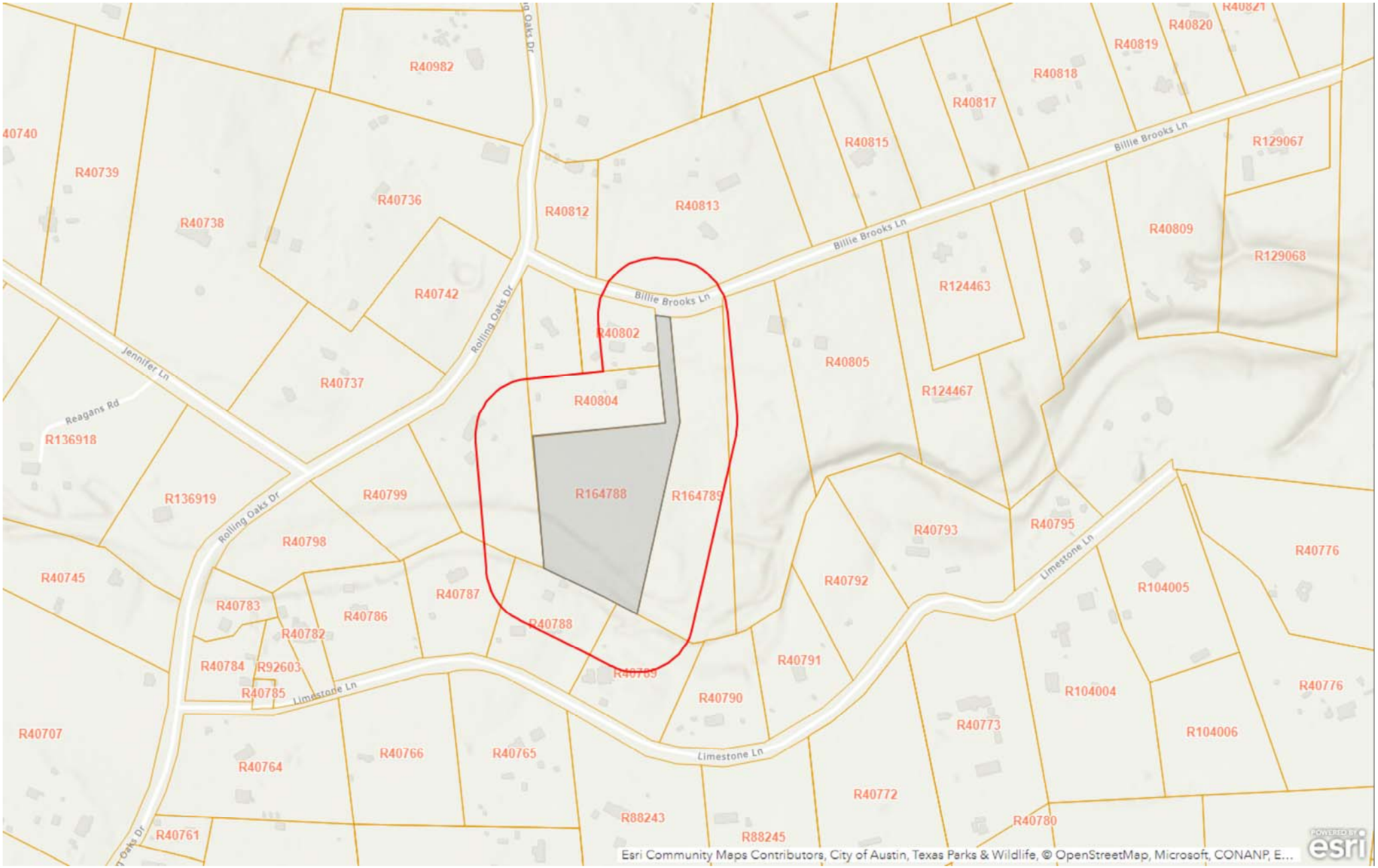
"SERVING THE COMMUNITY OF TEXAS"
142 JACKSON LANE
SAN MARCOS, TEXAS 78666
(512) 392-1719
ashandassociates.net
Surveying: 100647-00
Architecture: TX20240

DRAWN: MAM SCALE: 1"=70'
REVIEWED: RHT DATE: 11/03/2021
©ASH & ASSOCIATES, L.L.C.
REV.

PROJECT No. 18-6840-B

SHEET 2 OF 2


R40982
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R104004
R104006
R40776
R40773
R40772
R40780
R88243
R88245
Billie Brooks Ln
Rolling Oaks Dr
Jennifer Ln
Reagans Rd
Limestone Ln
Esri Community Maps Contributors, City of Austin, Texas Parks & Wildlife, © OpenStreetMap, Microsoft, CONANP, E...
esri

Hays County Commissioners Court Agenda Request

Meeting Date: December 6th, 2022
Requested By: Marcus Pacheco, Director of Development Services
Prepared By: Colby Machacek, County Planner
Department Director: Marcus Pacheco, Director of Development Services
Sponsoring Court Member: Commissioner Lon Shell, Precinct 3

AGENDA ITEM LANGUAGE:

PLN-1917-PC; Hold a Public Hearing followed by discussion and possible action regarding the Rolling Oaks, Sec 3, Lot 4A, Replat

BACKGROUND/SUMMARY OF REQUEST:

A) Rolling Oaks, Section 3 is a recorded subdivision located off Rolling Oaks Dr and Billie Brooks Lane in Driftwood and in Precinct 3.

B) The Replat of Lot 4A will create 2 lots: 4A-1 and 4A-2, across 5.90 acres.

C) Water utility is accomplished by individual private wells. Wastewater treatment will be accomplished by individual on-site sewage facilities.

STAFF COMMENTS:

Under Technical Review of the proposed Replat of Lot 4A, Rolling Oaks, Section 3, staff has provided the remaining deficiencies, as presented in the back-up.

The items remaining are the completion of Technical Review, holding the public hearing for the replat, and the final determination. There are no variances requested.

Staff recommends the Approval with Condition that the remaining deficiencies are addressed per the current regulations prior to requesting the signature plat and/or recordation.

ATTACHMENTS/EXHIBITS:

Property Location Map

Subdivision Plat

Technical Review Comment Letter

Hays County Development Services
2171 Yarrington Road, Suite 100, Kyle TX 78640
512-393-2150 / www.hayscountytx.com

Date: November 17, 2022
Project ID: PLN-1917-PC
Application Status: Technical Review
Application Type: Replat/Revision
Application Filed: 10/24/2022

Felipe Garduno
9300 Collinfield Drive
Austin TX 78758
felipegarduno@yahoo.com

RE: Rolling Oaks, Sec 3, Lot 4A, Replat

To whom it may concern,

County Staff has conducted a Technical Review for the above-named subdivision. Comments from this application review follow. A written response to each comment below is required. In addition to the written response, please provide a revised copy of the plat. If you have any questions, please contact the Hays County Planning Department at 512-393-2150 Ext. 4 or at planning@co.hays.tx.us

9-1-1 Technical Review - Alicia Campos ((512) 393-2162)

1. 911 Technical review approved 10/24/2022

Digital Technical Review - Stephen Floyd ((512) 393-2160)

1. Digital file needs at least two corners (widely separated) with Northing & Easting coordinates.

Floodplain Technical Review - Troy Orman ((512) 393-2184)

1. Floodplain Technical Review is complete.

OSSF Technical Review - Troy Orman ((512) 393-2184)

1. The facility planning report that was uploaded is for a different property, please upload the correct materials for this tract.

Plat / Plan Technical Review - Colby Machacek ((512) 393-7301)

1. Please revise Plat Note #5: *"This subdivisions lies partially within the Edwards Aquifer Contributing Zone and Edwards Aquifer Recharge Zone."*

2. Preamble lot numbering should match the proposed configuration lot numbering. Please revise accordingly.

Transportation Technical Review - James Parman ((512) 393-2164)

1. Technical review is complete.

Colby Machacek

County Planner

Hays County Development Services

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Date: 12/06/2022

Requested By: Marcus Pacheco

Sponsor: Commissioner Shell

Agenda Item

PLN-2112-PC Call for a Public Hearing on December 20th, 2022, followed by discussion and possible action regarding the High View Ranch, Lot 5, Replat. **SHELL/PACHECO**

Summary

High View Ranch is a recorded subdivision located off of Avenida High View Road, a privately maintained roadway in Driftwood, Texas and Precinct 3. The revised plat will create two lots, Lots 5A and 5B, across 73.52 acres.
Water service will be accomplished by Individual Private Wells and/or Rainwater Collection. Wastewater service will be accomplished by Individual On-Site Sewage Facilities

---

Attachments

High View Ranch Replat

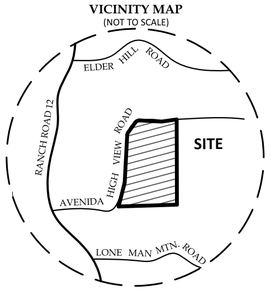
REPLAT OF
LOT 5
HIGH VIEW RANCH

0 200 400

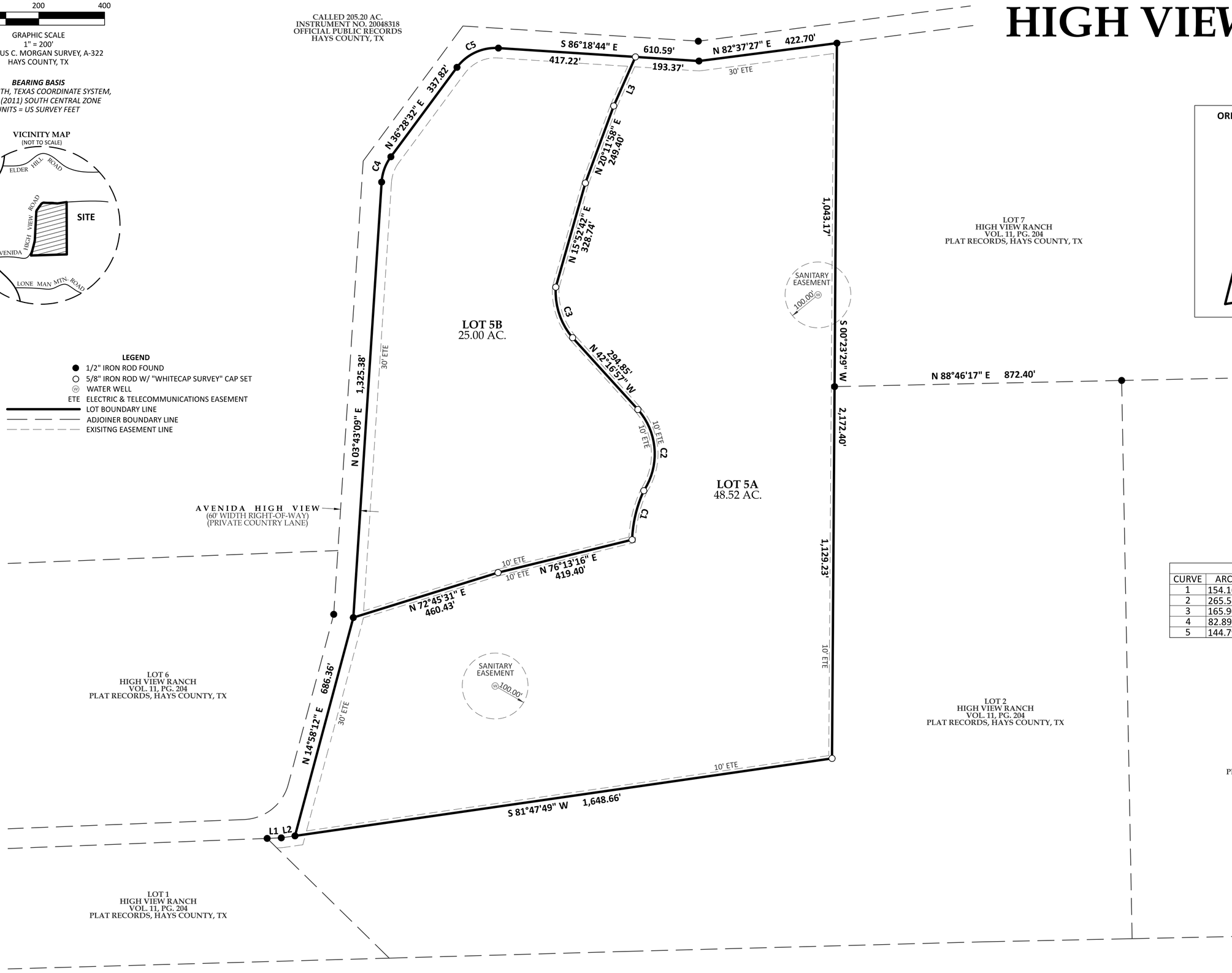
GRAPHIC SCALE
1" = 200'
JOSEPHUS C. MORGAN SURVEY, A-322
HAYS COUNTY, TX

BEARING BASIS
GRID NORTH, TEXAS COORDINATE SYSTEM,
NAD83 (2011) SOUTH CENTRAL ZONE
UNITS = US SURVEY FEET

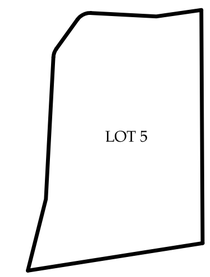
VICINITY MAP
(NOT TO SCALE)



LEGEND
- ● 1/2" IRON ROD FOUND
- ○ 5/8" IRON ROD W/ "WHITECAP SURVEY" CAP SET
- (W) WATER WELL
- ETE ELECTRIC & TELECOMMUNICATIONS EASEMENT
- LOT BOUNDARY LINE
- ADJOINER BOUNDARY LINE
- EXISITNG EASEMENT LINE



ORIGINAL LOT CONFIGURATION
(NOT TO SCALE)



LOT AREA SUMMARY	
LOT	ACREAGE
5A	25.00
5B	48.52

LINE TABLE		
LINE	BEARING	DISTANCE
1	N 87°45'45" E	43.01'
2	N 81°47'49" E	41.94'
3	N 23°54'18" E	162.89'

CURVE TABLE					
CURVE	ARC	RADIUS	DELTA	BEARING	CHORD
1	154.16'	388.52'	22°44'04"	N 13°25'45" E	153.15'
2	265.54'	203.81'	74°38'55"	N 04°11'14" W	247.15'
3	165.90'	215.95'	44°00'58"	N 18°24'25" W	161.85'
4	82.89'	145.00'	32°45'18"	N 20°05'51" E	81.77'
5	144.79'	145.00'	57°12'48"	N 65°04'54" E	138.85'

SHEET 1 OF 2

WHITECAP SURVEY COMPANY

WHITECAP SURVEY COMPANY, LLC
TBPELS FIRM NO. 10194424
PO BOX 1225
DRIPPING SPRINGS,TX 78620
(512) 808-0102
EMAIL: INFO@WHITECAPSURVEY.COM

REPLAT OF
LOT 5
HIGH VIEW RANCH

STATE OF TEXAS
COUNTY OF HAYS

THAT, RICHARD A. UZUANIS AND WIFE, MADELAINE W. UZUANIS, OWNERS OF LOT 5, HIGH VIEW RANCH, A SUBDIVISION OF RECORD IN VOLUME 11, PAGE 204 OF THE PLAT RECORDS, HAYS COUNTY, TEXAS, CONVEYED IN VOLUME 4353, PAGE 53 OF THE OFFICIAL PUBLIC RECORDS, HAYS COUNTY, TEXAS, DO HEREBY RESUBDIVIDE SAID LOT 5, HIGH VIEW RANCH, IN ACCORDANCE WITH THE MAP OR PLAT ATTACHED HERETO, TO BE KNOWN AS:

REPLAT OF LOT 5, HIGH VIEW RANCH

AND DO HEREBY DEDICATE TO THE PUBLIC THE USE OF ALL STREETS AND EASEMENTS SHOWN HEREON, SUBJECT TO ANY AND ALL EASEMENTS OR RESTRICTIONS HERETOFORE GRANTED AND NOT RELEASED.

WITNESS MY HAND, THIS THE _____DAY OF_____, 20__ A.D.

_____
RICHARD A. UZUANIS AND WIFE, MADELAINE W. UZUANIS
1900 AVENIDA HIGH VIEW
DRIFTWOOD, TX 78619

BEFORE ME, THE UNDERSIGNED AUTHORITY PERSONALLY APPEARED RICHARD A. UZUANIS AND MADELAINE W. UZUANIS, KNOWN TO ME TO BE THE PERSONS WHOSE NAMES ARE SWORN AND SUBSCRIBED TO THIS INSTRUMENT, AND ACKNOWLEDGED TO ME THAT THEY HAVE EXECUTED THE SAME FOR THE PURPOSE AND CONSIDERATION THEREIN EXPRESSED, AND IN THE CAPACITY THEREIN STATED.

WITNESS MY HAND AND SEAL OF OFFICE, THIS THE _____DAY OF_____, 20__ A.D.

_____ _____
NOTARY PUBLIC, STATE OF TEXAS *PRINTED NAME*

_____
EXPIRATION DATE

SEWAGE DISPOSAL/INDIVIDUAL WATER SUPPLY CERTIFICATION, TO-WIT:

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 DEPARTMENT.

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

_____ _____
MARCUS PACHECO, DIRECTOR *ERIC VAN GAASBEEK, R.S., C.F.M.*
HAYS COUNTY DEVELOPMENT *INTERIM FLOODPLAIN ADMINISTRATOR*
SERVICES DEPARTMENT

STATE OF TEXAS
COUNTY OF HAYS

THIS PLAT, REPLAT OF LOT 2 AND 5, HIGH VIEW RANCH, HAS BEEN SUBMITTED TO AND CONSIDERED BY HAYS COUNTY, TEXAS AND IS HEREBY APPROVED.

THIS THE _____DAY OF_____, 20__ A.D.

_____
RUBEN BECERRA
HAYS COUNTY JUDGE

STATE OF TEXAS
COUNTY OF HAYS

THAT I, ELAINE CARDENAS, CLERK OF HAYS COUNTY, TEXAS DO HEREBY CERTIFY THAT THE FOLLOWING INSTRUMENT OF WRITING AND ITS CERTIFICATES OF AUTHENICATION WAS FILED FOR RECORD IN MY OFFICE ON THE _____ DAY OF _____, 20__ A.D., AT _____ O'CLOCK __M. AND DULY RECORDED ON THE _____ DAY OF _____, 20__ A.D., AT _____ O'CLOCK __M., IN INSTRUMENT NO. _____, PLAT RECORDS OF HAYS COUNTY, TEXAS.

_____
ELAINE CARDENAS, COUNTY CLERK, HAYS COUNTY, TEXAS.

SURVEYOR'S CERTIFICATION:
I, WILLIAM R. HERRING, HEREBY CERTIFY THAT THIS PLAT WAS PREPARED FROM AN ON-THE-GROUND SURVEY OF THE PROPERTY SHOWN HEREON, CONDUCTED UNDER MY SUPERVISION, AND THAT THE CORNER MONUMENTS SHOWN HEREON WERE FOUND OR PLACED UNDER MY SUPERVISION.

PRELIMINARY, THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS A FINAL SURVEY DOCUMENT

_____
WILLIAM R. HERRING *DATE*
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 6355 - STATE OF TEXAS

PLAT NOTES:
1. THIS PROPERTY LIES WITHIN ZONE "X", ACCORDING TO FEMA MAP NO. 48209C0230F, DATED SEPTEMBER 2, 2005. ALL LOTS ARE OUTSIDE OF A 100-YEAR FLOODLAIN. THIS STATEMENT IS DERIVED SOLELY UPON THE ABOVE LISTED FEMA MAP AND IS NOT A GUARANTEE THE SUBJECT TRACT WILL OR WILL NOT FLOOD.

2. NO PORTION OF THIS PLAT LIES WITHIN THE BOUNDARIES OF THE EDWARDS AQUIFER RECHARGE ZONE.

3. THIS PLAT LIES WITHIN THE BOUNDARIES OF THE EDWARDS AQUIFER CONTRIBUTING ZONE.

4. NO PORTION OF THIS PLAT LIES WITHIN THE BOUNDARIES OF THE E.T.J. OF ANY INCORPORATED MUNICIPALITY.

5. THIS PLAT IS LOCATED WITHIN THE BOUNDARY OF THE DRIPPING SPRINGS INDEPENDENT SCHOOL DISTRICT.

6. WATER SERVICE WILL BE PROVIDED TO EACH LOT FROM PRIVATE WATER WELLS OR RAINWATER COLLECTION.

7. ELECTRIC SERVICE WILL BE PROVIDED BY THE PEDERNALES ELECTRIC COOPERATIVE.

8. THIS SUBDIVISION IS SUBJECT TO ALL GENERAL NOTES AND COVENANTS AND RESTRICTIONS APPEARING ON THE PLAT OF LOTS, RECORDED IN VOLUME 11, PAGE 204, PLAT RECORDS, HAYS COUNTY, TEXAS.

9. 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.

10. WASTEWATER TREATMENT FOR THIS SUBDIVISION IS TO BE PROVIDED BY INDIVIDUAL ADVANCED ON-SITE SEWAGE FACILITIES AS APPROVED BY HAYS COUNTY DEVELOPMENT SERVICES.

11. PEDERNALES ELECTRIC COOPERATIVE (PEC) IS HEREBY DEDICATED A FIFTEEN FOOT (15') WIDE UTILITY EASEMENT ALONG ALL LOT LINES ADJOINING A PUBLIC RIGHT OF WAY AND A TEN FOOT (10') WIDE UTILITY EASEMENT ALONG ALL OTHER FRONT, SIDE, AND REAR LOT LINES. PRIVATE PROPERTY WITHIN PUBLIC AND PRIVATE ROADWAY EASEMENTS, ACCESS EASEMENTS AND RIGHT OF WAY RESERVATIONS SHALL BE DESIGNATED AS A UTILITY EASEMENT. A 15' UTILITY EASEMENT IS HEREBY GRANTED ALONG ALL RIGHT OF WAY RESERVATIONS, ROADWAY EASEMENTS AND ACCESS EASEMENTS.

12. ALL EXISTING OVERHEAD LINES SHALL POSSESS A TWENTY FOOT (20') WIDE UTILITY EASEMENT CENTERED 10' EACH SIDE OF LINE. ALL EXISTING UNDERGROUND LINES SHALL POSSESS A FIFTEEN FOOT (15') WIDE UTILITY EASEMENT CENTERED 7.5' EACH SIDE OF LINE.

13. EACH LOT IS SUBJECT TO A FLOATING TEN FOOT (10') WIDE BY THIRTY FOOT (30') LONG GUY WIRE EASEMENT AS REQUIRED BY PEC.

14. ALL UTILITY EASEMENTS ARE FOR THE PURPOSE OF CONSTRUCTION, RECONSTRUCTION, UPGRADING, MAINTENANCE (INCLUDING BUT NOT LIMITED TO REMOVAL OF VEGETATION, TREES, AND OTHER OBSTRUCTIONS), INSPECTING, REMOVAL, READING OF METERS, AND REPAIR OF ALL OVERHEAD AND UNDERGROUND LINES.

15. NO BUILDINGS OR ANY OTHER OBSTRUCTIONS SHALL BE PLACED WITHIN UTILITY EASEMENTS. WHERE ACCESS IS OBSTRUCTED WITHIN EASEMENT PEC SHALL HAVE THE RIGHT OF INGRESS AND EGRESS OVER GRANTOR'S ADJACENT LAND TO AND FROM SAID UTILITY EASEMENT.

16. IN ORDER TO PROMOTE SAFE USE OF ROADWAYS AND PRESERVE THE CONDITIONS OF PUBLIC ROADWAYS, NO DRIVEWAY CONSTRUCTED ON ANY LOT WITHIN THIS SUBDIVISION SHALL BE PERMITTED TO ACCESS ONTO A PUBLICLY DEDICATED ROADWAY UNLESS (A) A DRIVEWAY PERMIT HAS BEEN ISSUED BY THE ROAD DEPARTMENT OF HAYS COUNTY AND (B) THE DRIVEWAY SATISFIES THE MINIMUM SPACING REQUIREMENT FOR DRIVEWAYS SET FORTH SECTIONS 7.4 AND 7.5 OF THE HAYS COUNTY DEVELOPMENT REGULATIONS, CHAPTER 721.

17. THIS SUBDIVISION LIES WITHIN HAYS COUNTY ESD #1 AND ESD #6.

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

19. THIS PLAT LIES WITHIN THE HAYS TRINITY GROUNDWATER CONSERVATION DISTRICT.

20. NUMBER OF LOTS IN THIS REPLAT - 2
AVERAGE SIZE OF LOTS - 36.76 AC.
NUMBER OF LOTS SMALLER THAN 1 AC. - 0
NUMBER OF LOTS LARGER THAN 1.0 AC. BUT SMALLER THAN 2.0 AC. - 0
NUMBER OF LOTS LARGER THAN 2.0 AC. BUT SMALLER THAN 5.0 AC. - 0
NUMBER OF LOTS LARGER THAN 5.0 AC. BUT SMALLER THAN 10 AC. - 0
NUMBER OF LOTS LARGER THAN 10 AC. - 2

WHITECAP
SURVEY COMPANY
WHITECAP SURVEY COMPANY, LLC
TBPELS FIRM NO. 10194424
PO BOX 1225
DRIPPING SPRINGS,TX 78620
(512) 808-0102
EMAIL: INFO@WHITECAPSURVEY.COM

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Date: 12/06/2022
Requested By:
Sponsor:

Agenda Item

Discussion and briefing from Specialized Public Finance Inc. and FMSbonds, Inc. regarding the pricing summary for the Hays County, Texas, Special Assessment Revenue Bonds, Series 2022 (La Cima Public Improvement District Neighborhood Improvement Area #3 Project). **SHELL**

Summary

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Date: 12/06/2022
Requested By:
Sponsor: Commissioner Shell

Agenda Item:
Discussion and possible action to adopt an Order authorizing the issuance of the "Hays County, Texas, Special Assessment Revenue Bonds, Series 2022 (La Cima Public Improvement District Neighborhood Improvement Area #3 Project)"; approving and authorizing an indenture of trust, a bond purchase agreement, a limited offering memorandum, a continuing disclosure agreement, a service and assessment plan, and other documents in connection therewith; making findings with respect to the issuance of such bonds; and providing an effective date. **SHELL**

Summary:

Fiscal Impact:
Amount Requested: N/A
Line Item Number: TBD

Budget Office:
Source of Funds: PID Funds
Budget Amendment Required Y/N?: TBD
Comments: PID Funds will be budgeted upon issuance.

Auditor's Office:
Purchasing Guidelines Followed Y/N?: Yes, Request for Qualifications (RFQ) 2019-P04 Bond Underwriting Services
G/L Account Validated Y/N?: TBD upon issuance
New Revenue Y/N?: TBD upon issuance
Comments:

Attachments

Order Authorizing Bond Issuance

HAYS COUNTY, TEXAS

AN ORDER AUTHORIZING THE ISSUANCE OF THE "HAYS COUNTY, TEXAS, SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2022 (LA CIMA PUBLIC IMPROVEMENT DISTRICT NEIGHBORHOOD IMPROVEMENT AREA #3 PROJECT)"; APPROVING AND AUTHORIZING AN INDENTURE OF TRUST, A BOND PURCHASE AGREEMENT, A LIMITED OFFERING MEMORANDUM, A CONTINUING DISCLOSURE AGREEMENT, A SERVICE AND ASSESSMENT PLAN, AND OTHER DOCUMENTS IN CONNECTION THEREWITH; MAKING FINDINGS WITH RESPECT TO THE ISSUANCE OF SUCH BONDS; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, Hays County, Texas (the "County"), pursuant to and in accordance with the terms, provisions and requirements of the Public Improvement District Assessment Act, Subchapter A of Chapter 372, Texas Local Government Code (the "PID Act"), has previously established the "La Cima Public Improvement District" (the "District"); and

WHEREAS, pursuant to the PID Act and pursuant to an order adopted by the Commissioners Court of the County (the "Commissioners Court") on July 21, 2015, 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 the levy of special assessments against the parcels identified in the assessment roll attached thereto, to finance the costs of certain Authorized Improvements (as defined in the Indenture (as defined herein)) conferring a special benefit on the assessed parcels in the entire District; and

WHEREAS, pursuant to the PID Act and to the terms of the Original Service and Assessment Plan, the Commissioners Court was required to annually update the Original Service and Assessment Plan, including the Assessment Rolls (as defined in the Service and Assessment Plan (as defined herein)) (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 Service and Assessment Plan) against the parcels identified in the Neighborhood Improvement Area #1 Assessment Roll (as defined in the 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 Service and Assessment Plan) against the parcels identified in the Neighborhood Improvement Area #2 Assessment Roll (as defined in the 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 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, pursuant to the PID Act, the Commissioners Court published notice, mailed notice to the owners of property liable for assessments, and convened a public hearing on September 13, 2022, regarding the levy of special assessments against benefitted property located in Neighborhood Improvement Area #3 (as defined in the Service and Assessment Plan) of the District (the "Neighborhood Improvement Area #3 Assessments") and after hearing testimony at such public hearing, the Commissioners Court closed the public hearing and adopted an order (the "Assessment Order") on September 13, 2022; and

WHEREAS, in the Assessment Order, the Commissioners Court approved and accepted the "La Cima Public Improvement District 2022 Amended and Restated Service and Assessment Plan" (the "2022 Amended and Restated Service and Assessment Plan"), relating to Neighborhood Improvement Area #3 and levied the Neighborhood Improvement Area #3 Assessments on the Assessed Property (as defined in the Service and Assessment Plan) within Neighborhood

Improvement Area #3 of the District, which served as the 2022 Annual Service Plan Update and amended and restated the 2020 Amended and Restated Service and Assessment Plan in its entirety; and

WHEREAS, the Commissioners Court is authorized by the PID Act to issue its revenue bonds payable from the Neighborhood Improvement Area #3 Assessments for the purposes of (i) paying a portion of the Actual Costs of the Neighborhood Improvement Area #3 Improvements (as defined in the Indenture), (ii) paying a portion of the interest on the Bonds during and after the period of acquisition and construction of the Neighborhood Improvement Area #3 Improvements, (iii) funding a reserve fund for payment of principal and interest on the bonds, (iv) funding the initial deposit to the Administrative Fund for payment of the initial Administrative Expenses (each as defined in the Indenture) and (v) paying costs of issuance of the bonds; and

WHEREAS, the Commissioners Court now desires to issue revenue bonds, in accordance with the PID Act, such series of bonds to be entitled "Hays County, Texas, Special Assessment Revenue Bonds, Series 2022 (La Cima Public Improvement District Neighborhood Improvement Area #3 Project)" (the "Bonds") such Bonds being payable solely from the Trust Estate (as defined in the Indenture) consisting of the Pledged Revenues (as defined in the Indenture) and other assets pledged under the Indenture to the payment of the Bonds and for the purposes set forth in the preamble of this Order; and

WHEREAS, the Commissioners Court hereby finds and determines to (i) approve the issuance of the Bonds to finance the costs of the Neighborhood Improvement Area #3 Improvements identified in the Service and Assessment Plan, (ii) approve the form, terms and provisions of the Indenture securing the Bonds, (iii) approve the forms, terms and provisions of the following agreements, each of which is defined and described more fully below: a Bond Purchase Agreement and a Continuing Disclosure Agreement, and (iv) approve a Limited Offering Memorandum (defined below) relating to the Bonds; and

WHEREAS, pursuant to the PID Act and the terms of the 2022 Amended and Restated Service and Assessment Plan, the Commissioners Court now wishes to accept and approve the Service and Assessment Plan, in the form attached hereto as Exhibit D, which amends and restates the 2022 Amended and Restated Service and Assessment Plan in its entirety and incorporates the issuance of the Bonds and the interest rates thereon; and

WHEREAS, the Commissioners Court herby finds and determines that the issuance of the Bonds is in best interest of the citizens of the County; and

WHEREAS, the meeting at which this Order 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

NOW, THEREFORE, BE IT ORDAINED BY THE COMMISSIONERS COURT OF HAYS COUNTY, 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 Order and not otherwise defined herein shall have the meanings assigned to them in the Indenture.

SECTION 2. Approval of Issuance of Bonds and Indenture of Trust.

(a) The issuance of the Bonds in the principal amount of $[PRINCIPAL] for the purpose of providing funds for (i) paying a portion of the Actual Costs of the Neighborhood Improvement Area #3 Improvements, (ii) paying a portion of the interest on the Bonds during and after the period of acquisition and construction of the Neighborhood Improvement Area #3 Improvements, (iii) funding a reserve fund for payment of principal and interest on the Bonds, (iv) funding the initial deposit to the Administrative Fund for payment of the initial Administrative Expenses and (iv) paying costs of issuance of the Bonds.

(b) The Bonds shall be issued and secured under that certain Indenture of Trust (the "Indenture") dated as of December 1, 2022, between the County and BOKF, NA, as Trustee (the "Trustee"), with such changes as may be necessary or desirable to carry out the intent of this Order and as approved by the County Judge of the County (the "County Judge"), such approval to be evidenced by the execution and delivery of the Indenture, which Indenture is hereby approved in substantially the form attached hereto as Exhibit A and is incorporated herein as a part hereof for all purposes. The County Judge is hereby authorized and directed to execute the Indenture and the County Clerk of the County (the "County Clerk") is hereby authorized and directed to attest such signature of the County Judge.

(c) The Bonds shall be issued and secured under the Indenture. The Bonds shall be dated, shall mature on the date or dates and in the principal amounts, shall bear interest, shall be subject to redemption and shall have such other terms and provisions as set forth in the Indenture. The Bonds shall be in substantially the form set forth in the Indenture with such insertions, omissions and modifications as may be required to conform the form of bond to the actual terms of the Bonds. The Bonds shall be payable from and secured by the Pledged Revenues and other assets of the Trust Estate pledged to such Bonds, and shall never be payable from ad valorem taxes, or from any other revenues, properties or income of the County.

SECTION 3. Sale of Bonds; Approval of Bond Purchase Agreement. The Bonds shall be sold to FMSbonds, Inc. (the "Underwriter") under that certain Bond Purchase Agreement (the "Bond Purchase Agreement"), dated the date hereof, by and among the County and the Underwriter, substantially in the form attached hereto as Exhibit B, which is incorporated herein as a part hereof for all purposes, which terms of sale are declared to be the most advantageous terms reasonably obtainable by the County at this time and in the best interests of the County at the price and on the terms and provisions set forth in the Bond Purchase Agreement. The form, terms and provisions of the Bond Purchase Agreement are hereby authorized and approved with such changes as may be necessary or desirable to carry out the intent of this Order and the County Judge is hereby authorized and directed to execute and deliver the Bond Purchase Agreement, such approval to be evidenced by the execution thereof. The County Judge's signature on the Bond Purchase Agreement may be attested by the County Clerk.

SECTION 4. Continuing Disclosure Agreement. That certain Continuing Disclosure Agreement of Issuer (the "Continuing Disclosure Agreement") by and among the County,

P3Works, LLC, as administrator, and Specialized Public Finance Inc., as dissemination agent, 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 or the County Auditor of the County (the "County Auditor") are each hereby authorized and directed to execute and deliver such Continuing Disclosure Agreement with such changes as may be required to carry out the purpose of this Order and as approved by the County Judge or the County Auditor, such approval to be evidenced by the execution thereof.

SECTION 5. Limited Offering Memorandum. The form and content of the Preliminary Limited Offering Memorandum for the Bonds dated November 28, 2022 (the "Preliminary Limited Offering Memorandum"), and its use and distribution in the offering of the Bonds, is hereby ratified, approved and confirmed. The Commissioners Court finds and determines that the Preliminary Limited Offering Memorandum is "deemed final" as that term is defined in 17 C.F.R. Section 240.15c2-12. The final Limited Offering Memorandum (the "Limited Offering Memorandum") is hereby approved and adopted with such changes and alterations therein as the County Judge, County Auditor, General Counsel or Assistant General Counsel of the County may approve, such approval to be conclusively evidenced by the delivery thereof. The Limited Offering Memorandum as thus approved and delivered, with such appropriate variations as shall be approved by the County Judge and the Underwriter, may be used by the Underwriter in the offering and sale of the Bonds. The County Clerk is hereby authorized and directed to include and maintain a copy of the Preliminary Limited Offering Memorandum and Limited Offering Memorandum and any addenda, supplement or amendment thereto thus approved among the permanent records of the meeting at which this Order was considered. Notwithstanding the approval and delivery of such Preliminary Limited Offering Memorandum and Limited Offering Memorandum by the County Judge, the County Judge and the Commissioners Court are not responsible for and proclaim no specific knowledge of the information contained in the Preliminary Limited Offering Memorandum and Limited Offering Memorandum pertaining to the Neighborhood Improvement Area #3 Improvements, the Development, the Developer (both as defined in the Limited Offering Memorandum), or the Developer's financial ability, any builders or any landowners.

SECTION 6. The Service and Assessment Plan. The "La Cima Public Improvement District December 2022 Amended and Restated Service and Assessment Plan" (as updated and amended from time to time, the "Service and Assessment Plan") 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, the County Auditor, the County Clerk and the General Counsel or Assistant General Counsel of the County are each hereby authorized and directed to deliver such Service and Assessment Plan with such changes as may be required to carry out the purposes of this Order. The Service and Assessment Plan, including the method of assessment set forth therein, is approved and adopted as the service and assessment plan for the District and the Neighborhood Improvement Area #3 Assessment Roll (as defined in the Service and Assessment Plan) attached as Exhibit I thereto, which restates the Neighborhood Improvement Area #3 Assessments that have been levied against the Assessed Property within Neighborhood Improvement Area #3 by the Assessment Order and updates the interest accruing thereon, is hereby approved. The Service and Assessment Plan amends and restates the 2022 Amended and Restated Service and Assessment Plan in its entirety. The County Judge, County Clerk, and any other appropriate officials of the County are hereby authorized to take all necessary actions on behalf of the County to implement the provisions thereof in accordance therewith, including the filing of the

Assessment Rolls (as defined in the Service and Assessment Plan) with the Hays County Tax Assessor/Collector.

The City staff is hereby authorized and directed to cause a copy of this Order, including the Service and Assessment Plan and the Assessment Rolls, to be filed with the County Clerk, not later than the seventh day after the date the Commissioners Court adopts this Order approving the Service and Assessment Plan. The County staff 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 7. Additional Actions. The County Judge, the County Auditor, General Counsel or Assistant General Counsel, the County Clerk and other appropriate officials 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 Order and to issue the Bonds in accordance with the terms of this Order. The County Judge, the County Auditor, General Counsel or Assistant General Counsel, the County Clerk and other appropriate officials 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 connection with the sale, issuance and delivery of the Bonds and the carrying out of the purposes and intent of this Order or any other certificates, agreements or other documents subsequent to the delivery of the Bonds which may be necessary or appropriate to carry out or fulfill the purpose and intent of the Service and Assessment Plan and the acquisition and construction of the Neighborhood Improvement Area #3 Improvements.

SECTION 8. 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 09. Effect of Headings. The Section headings herein are for convenience only and shall not affect the construction hereof.

SECTION 10. Severability. If any provision of this Order or the application thereof to any circumstance shall be held to be invalid, the remainder of this Order or the application thereof to other circumstances shall nevertheless be valid, and this governing body hereby declares that this Order would have been enacted without such invalid provision.

SECTION 11. 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 12. Effective Date. This Order shall take effect and be in force immediately from and after its adoption on the date shown below in accordance with Texas Government Code, Section 1201.028, as amended.

[*Execution page follows.*]

DULY PASSED AND APPROVED BY THE COMMISSIONERS COURT ON this 6th day of December 2022.

_____
RUBEN BECERRA,
County Judge of Hays County, Texas

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

(COUNTY SEAL)

EXHIBIT A

INDENTURE

INDENTURE OF TRUST

By and Between

HAYS COUNTY, TEXAS

and

BOKF, NA
as Trustee

DATED AS OF DECEMBER 1, 2022

SECURING

$[PRINCIPAL]
HAYS COUNTY, TEXAS,
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2022
(LA CIMA PUBLIC IMPROVEMENT DISTRICT
NEIGHBORHOOD IMPROVEMENT AREA #3 PROJECT)

TABLE OF CONTENTS

Page

ARTICLE I DEFINITIONS, FINDINGS AND INTERPRETATION..... 4
Section 1.1. Definitions..... 4
Section 1.2. Findings.....14
Section 1.3. Table of Contents, Titles and Headings. 14
Section 1.4. Interpretation. 14
ARTICLE II THE BONDS SIMILARLY SECURED 15
Section 2.1. Security for the Bonds Similarly Secured. 15
Section 2.2. Limited Obligations. 15
Section 2.3. Authorization for Indenture. 15
Section 2.4. Contract with Owners and Trustee. 15
ARTICLE III AUTHORIZATION; GENERAL TERMS AND PROVISIONS REGARDING THE BONDS SIMILARLY SECURED 16
Section 3.1. Authorization. 16
Section 3.2. Date, Denomination, Maturities, Numbers and Interest. 16
Section 3.3. Conditions Precedent to Delivery of Bonds Similarly Secured. 17
Section 3.4. Medium, Method and Place of Payment. 17
Section 3.5. Execution and Registration of Bonds Similarly Secured.....18
Section 3.6. Refunding Bonds. 19
Section 3.7. Ownership. 20
Section 3.8. Registration, Transfer and Exchange.....20
Section 3.9. Cancellation.....21
Section 3.10. Temporary Bonds Similarly Secured.....21
Section 3.11. Replacement Bonds Similarly Secured. 22
Section 3.12. Book-Entry Only System.....23
Section 3.13. Successor Securities Depository: Transfer Outside Book-Entry-Only System. 24
Section 3.14. Payments to Cede & Co. 24
ARTICLE IV REDEMPTION OF BONDS BEFORE MATURITY 24
Section 4.1. Limitation on Redemption. 24
Section 4.2. Mandatory Sinking Fund Redemption. 24
Section 4.3. Optional Redemption. 25
Section 4.4. Extraordinary Optional Redemption. 26
Section 4.5. Partial Redemption. 26
Section 4.6. Notice of Redemption to Owners. 26
Section 4.7. Payment Upon Redemption. 27
Section 4.8. Effect of Redemption. 27
ARTICLE V FORM OF THE BONDS SIMILARLY SECURED.....28
Section 5.1. Form Generally. 28
Section 5.2. CUSIP Registration. 28
Section 5.3. Legal Opinion. 28
ARTICLE VI FUNDS AND ACCOUNTS 29
Section 6.1. Establishment of Funds and Accounts. 29
Section 6.2. Initial Deposits to Funds and Accounts. 30
Section 6.3. Pledged Revenue Fund. 31
Section 6.4. Bond Fund. 32

TABLE OF CONTENTS

Page

Section 6.5. Project Fund. 33
Section 6.6. Redemption Fund. 35
Section 6.7. Reserve Fund. 35
Section 6.8. Rebate Fund: Rebate Amount. 37
Section 6.9. Administrative Fund. 37
Section 6.10. Investment of Funds. 37
Section 6.11. Reimbursement Fund. 38
Section 6.12. Advances from Available Funds. 39
Section 6.13. Security of Funds. 39
ARTICLE VII COVENANTS 39
Section 7.1. Confirmation of Neighborhood Improvement Area #3 Assessments. 39
Section 7.2. Collection and Enforcement of Neighborhood Improvement Area #3 Assessments. 40
Section 7.3. Against Encumbrances. 40
Section 7.4. Records, Accounts, Accounting Reports. 40
Section 7.5. Covenants to Maintain Tax-Exempt Status. 41
ARTICLE VIII LIABILITY OF COUNTY 43
ARTICLE IX THE TRUSTEE 45
Section 9.1. Trustee as Registrar and Paying Agent. 45
Section 9.2. Trustee Entitled to Indemnity. 45
Section 9.3. Responsibilities of the Trustee. 45
Section 9.4. Property Held in Trust. 46
Section 9.5. Trustee Protected in Relying on Certain Documents. 46
Section 9.6. Compensation. 47
Section 9.7. Permitted Acts. 47
Section 9.8. Resignation of Trustee. 48
Section 9.9. Removal of Trustee. 48
Section 9.10. Successor Trustee. 48
Section 9.11. Transfer of Rights and Property to Successor Trustee. 49
Section 9.12. Merger, Conversion or Consolidation of Trustee. 49
Section 9.13. Security Interest in Trust Estate. 50
Section 9.14. Construction of Indenture. 50
ARTICLE X MODIFICATION OR AMENDMENT OF THIS INDENTURE 50
Section 10.1. Amendments Permitted. 50
Section 10.2. Owners' Meetings. 51
Section 10.3. Procedure for Amendment with Written Consent of Owners. 51
Section 10.4. Effect of Supplemental Indenture. 52
Section 10.5. Endorsement or Replacement of Bonds Similarly Secured Issued After Amendments. 52
Section 10.6. Amendatory Endorsement of Bonds Similarly Secured. 53
Section 10.7. Waiver of Default. 53
Section 10.8. Execution of Supplemental Indenture. 53
ARTICLE XI DEFAULT AND REMEDIES 53
Section 11.1. Events of Default. 53
Section 11.2. Immediate Remedies for Default. 54
Section 11.3. Restriction on Owner's Action. 55
Section 11.4. Application of Revenues and Other Moneys After Default. 55
Section 11.5. Effect of Waiver. 56

TABLE OF CONTENTS

Page

Section 11.6. Evidence of Ownership of Bonds Similarly Secured. 56
Section 11.7. No Acceleration. 57
Section 11.8. Mailing of Notice. 57
Section 11.9. Exclusion of Bonds Similarly Secured.....57
Section 11.10. Remedies Not Exclusive. 57
Section 11.11. Direction by Owners. 57
ARTICLE XII GENERAL COVENANTS AND REPRESENTATIONS 58
Section 12.1. Representations as to Trust Estate. 58
Section 12.2. Accounts, Periodic Reports and Certificates. 58
Section 12.3. General. 59
ARTICLE XIII SPECIAL COVENANTS 61
Section 13.1. Further Assurances; Due Performance.....61
Section 13.2. Additional Obligations or Other Liens; Additional Bonds**.** 61
Section 13.3. Books of Record. 63
ARTICLE XIV PAYMENT AND CANCELLATION OF THE BONDS SIMILARLY SECURED AND SATISFACTION OF THE INDENTURE 63
Section 14.1. Trust Irrevocable.....63
Section 14.2. Satisfaction of Indenture. 64
Section 14.3. Bonds Similarly Secured Deemed Paid. 64
ARTICLE XV MISCELLANEOUS 65
Section 15.1. Benefits of Indenture Limited to Parties. 65
Section 15.2. Successor is Deemed Included in All References to Predecessor. 65
Section 15.3. Execution of Documents and Proof of Ownership by Owners. 65
Section 15.4. Waiver of Personal Liability. 65
Section 15.5. Notices to and Demands on County and Trustee.....66
Section 15.6. Partial Invalidity. 67
Section 15.7. Applicable Laws.....67
Section 15.8. Payment on Business Day.....67
Section 15.9. Counterparts.....67
EXHIBIT A Form of Bond.....A-1
EXHIBIT B Form of Certificate for Payment.....B-1

INDENTURE OF TRUST

THIS INDENTURE, dated as of December 1, 2022 is by and between HAYS COUNTY, TEXAS (the “County”), and BOKF, NA, national association, as trustee (together with its successors, the “Trustee”). Capitalized terms used in the preambles, recitals and granting clauses and not otherwise defined shall have the meanings assigned thereto in Article I.

WHEREAS, a petition was submitted by the Petitioner (defined herein) and filed with the County Clerk of Hays County, Texas (the “County Clerk”) pursuant to the Public Improvement District Assessment Act, Texas Local Government Code, Chapter 372, as amended (the “PID Act”), requesting the creation of a public improvement district located in the County and the extraterritorial jurisdiction of the City of San Marcos, Texas (the “City”) to be known as the La Cima Public Improvement District (the “District”); and

WHEREAS, the petition contained the signature of the owner of taxable property representing more than fifty percent of the appraised value of taxable real property liable for assessment within the District, as determined by the then current ad valorem tax rolls of the Hays Central Appraisal District, and the signatures of the record owner of real taxable real property that constitutes more than fifty percent of the area of all taxable property that is liable for assessment by the District; and

WHEREAS, on September 2, 2014, and continued on September 23, 2014, after due notice, the Commissioners Court of the County (the “Commissioners Court”) held the public hearing in the manner required by law on the advisability of the improvement projects and services described in the petition as required by Sec. 372.009 of the PID Act and on September 23, 2014, the Commissioners Court made the findings required by Sec. 372.009(b) of the PID Act and, by resolution adopted by a majority of the members of the Commissioners Court, authorized the creation of the District in accordance with its finding as to the advisability of the improvement projects and services; and

WHEREAS, on September 28, 2014, the County published notice of its authorization of the creation of the District in the *San Marcos Daily Record*, a newspaper of general circulation in the County and the extraterritorial jurisdiction of the City; and

WHEREAS, no written protests of the District from any owners of record of property within the District were filed with the County Clerk within 20 days after September 28, 2014; and

WHEREAS, the District is within the extraterritorial jurisdiction of the City, and no objection was made by the City to the establishment of the District within 30 days of the County’s action to approve the District; and

WHEREAS, the County has previously issued the Hays County, Texas, Special Assessment Revenue Bonds, Series 2015 (La Cima Public Improvement District Major Improvement Area Project) (the "Major Improvement Area Bonds") secured by certain assessments levied against property located within the District (the “Major Improvement Area Assessments”); and

WHEREAS, in the indenture of trust authorizing the Major Improvement Area Bonds, as amended by the first supplement to indenture of trust (the “MIA Indenture”), the County reserved the right to issue additional series of bonds as "Neighborhood Improvement PID Bonds"

pursuant to other indentures, assessment orders, or similar agreements which do not constitute or create a lien on the trust estate created under the MIA Indenture and are not payable from pledged revenues which secure the Major Improvement Area Bonds; provided that prior to the issuance of such “Neighborhood Improvement PID Bonds” the requirements set forth in Section 13.2(e) of the MIA Indenture must be satisfied (the “Neighborhood PID Bonds Test”); and

WHEREAS, on August 30, 2022, the Commissioners Court, by resolution, made findings and determinations relating to the Actual Costs (as defined herein) of certain Authorized Improvements (as defined herein) allocable to the property within the District located in the third construction phase of the District ("Neighborhood Improvement Area #3"), received a preliminary 2022 Amended and Restated Service and Assessment Plan (as defined herein), including a proposed assessment roll for Neighborhood Improvement Area #3 (the “NIA #3 Assessment Roll”), called a public hearing for September 13, 2022, and directed County staff to: (i) file said proposed NIA #3 Assessment Roll with the County Clerk and to make it available for public inspection as required by Section 372.016(b) of the PID Act, and (ii) publish such notice of the September 13, 2022 public hearing, as required by Section 372.016(b) of the PID Act; and

WHEREAS, on September 1, 2022, the Commissioners Court, pursuant to Section 372.016(b) of the PID Act, published notice of the public hearing in the *San Marcos Daily Record*, a newspaper of general circulation in the County and in the extraterritorial jurisdiction of the City, to consider the proposed NIA #3 Assessment Roll and the "La Cima Public Improvement District 2022 Amended and Restated Service and Assessment Plan" (the "2022 Amended and Restated Service and Assessment Plan") and the levy of the Neighborhood Improvement Area #3 Assessments (as defined herein) on property in Neighborhood Improvement Area #3 of the District; and

WHEREAS, the Commissioners Court, pursuant to Section 372.016(c) of the PID Act, mailed notice of the public hearing to consider the proposed NIA #3 Assessment Roll and the 2022 Amended and Restated Service and Assessment Plan and the levy of Neighborhood Improvement Area #3 Assessments on property in Neighborhood Improvement Area #3 of the District 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 hearing on September 13, 2022, and at such public hearing all persons who appeared, or requested to appear, in person or by their attorney, were given the opportunity to contend for or contest the proposed NIA #3 Assessment Roll and the 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 of the Neighborhood Improvement Area #3 Improvements (as defined herein), the purposes of the Neighborhood Improvement Area #3 Assessments, the special benefits of the Neighborhood Improvement Area #3 Improvements, 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 closed the hearing, and, after considering all written and documentary evidence presented at the hearing, including all written comments and statements filed with the County, the Commissioners Court approved an order (the " Assessment Order"), which levied the Neighborhood Improvement Area #3 Assessments and approved and accepted the 2022 Amended and Restated Service and Assessment Plan in conformity with the requirements of the PID Act and the Commissioners Court found and determined that the Neighborhood Improvement Area #3 Assessments should be levied as

provided in the 2022 Amended and Restated Service and Assessment Plan and the NIA #3 Assessment Roll; and

WHEREAS, the Commissioners Court is authorized by the PID Act to issue its revenue bonds payable from the Neighborhood Improvement Area #3 Assessments for the purpose of (i) paying a portion of the Actual Costs of the Phase 3 Improvements, the Phase 4 Improvements and the Phase 5 Improvements (each as defined herein, and collectively, the "Neighborhood Improvement Area #3 Improvements"), (ii) paying a portion of the interest on the Series 2022 Bonds during and after the period of acquisition and construction of the Neighborhood Improvement Area #3 Improvements, (iii) funding a reserve fund for payment of principal and interest on the Bonds, (iv) funding the initial deposit to the Administrative Fund for payment of the initial Administrative Expenses and (v) paying costs of issuance of bonds; and

WHEREAS, the Commissioners Court now desires to issue revenue bonds, in accordance with the PID Act and as Neighborhood Improvement PID Bonds under the MIA Indenture, such bonds to be entitled "Hays County, Texas, Special Assessment Revenue Bonds, Series 2022 (La Cima Public Improvement District Neighborhood Improvement Area #3 Project)" (the "Series 2022 Bonds"), such Series 2022 Bonds being payable solely from the Trust Estate (as defined herein) and other funds pledged under this Indenture to the payment of the Bonds and for the purposes set forth in the preamble of this Indenture; and

WHEREAS, on September 7, 2022, the Landowner prepaid the outstanding Major Improvement Area Assessments on Neighborhood Improvement Area #3; and

WHEREAS, due to such prepayment (i) no Major Improvement Area Assessment is outstanding on Neighborhood Improvement Area #3, (ii) Neighborhood Improvement Area #3 is no longer subject to the Neighborhood PID Bonds Test and (iii) the Neighborhood PID Bonds Test is not required to be satisfied prior to the issuance of the Series 2022 Bonds; and

WHEREAS, the Trustee has agreed to accept the trusts herein created and to serve as Trustee upon the terms set forth in this Indenture;

NOW, THEREFORE, the County, in consideration of the foregoing premises and acceptance by the Trustee of the trusts herein created, of the purchase and acceptance of the Bonds Similarly Secured by the Owners thereof, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby GRANT, CONVEY, PLEDGE, TRANSFER, ASSIGN, and DELIVER to the Trustee for the benefit of the Owners, a security interest in all of the moneys, rights and properties described in the Granting Clauses hereof, as follows (collectively, the "Trust Estate"):

FIRST GRANTING CLAUSE

The Pledged Revenues and all moneys and investments held in the Pledged Funds, including any and all proceeds thereof and any contract or any evidence of indebtedness related thereto or other rights of the County to receive any of such moneys or investments, whether now existing or hereafter coming into existence, and whether now or hereafter acquired; and

SECOND GRANTING CLAUSE

Any and all other property or money of every name and nature which is, from time to time hereafter by delivery or by writing of any kind, conveyed, pledged, assigned or transferred, to the Trustee as additional security hereunder by the County or by anyone on its behalf or with its written consent, and the Trustee is hereby authorized to receive any and all such property or money at any and all times and to hold and apply the same subject to the terms thereof;

TO HAVE AND TO HOLD the Trust Estate, whether now owned or hereafter acquired, unto the Trustee and its successors or assigns;

IN TRUST NEVERTHELESS, upon the terms and trusts herein set forth for the benefit of all present and future Owners of the Bonds Similarly Secured from time to time issued under and secured by this Indenture, and for enforcement of the payment of the Bonds Similarly Secured in accordance with their terms, and for the performance of and compliance with the obligations, covenants, and conditions of this Indenture;

PROVIDED, HOWEVER, that if and to the extent Neighborhood Improvement Area #3 Assessments have been prepaid, the lien on real property associated with such Prepayment (as defined herein) shall be released, and the rights of the Trustee and the Owners under this Indenture to proceed against the County for the purpose of protecting and enforcing the rights of the Owners with respect to such released real property shall terminate;

PROVIDED, FURTHER, HOWEVER, if the County or its assigns shall well and truly pay, or cause to be paid, the principal or Redemption Price (as defined herein) of and the interest on all the Bonds Similarly Secured at the times and in the manner stated in the Bonds Similarly Secured, according to the true intent and meaning thereof, then this Indenture and the rights hereby granted shall cease, terminate and be void; otherwise this Indenture is to be and remain in full force and effect;

THIS INDENTURE FURTHER WITNESSETH, and it is expressly declared, that all Bonds Similarly Secured issued and secured hereunder are to be issued, authenticated, and delivered and the Trust Estate hereby created, assigned, and pledged is to be dealt with and disposed of under, upon and subject to the terms, conditions, stipulations, covenants, agreements, trusts, uses, and purposes as hereinafter expressed, and the County has agreed and covenanted, and does hereby agree and covenant, with the Trustee and with the respective Owners from time to time of the Bonds Similarly Secured as follows:

ARTICLE I

DEFINITIONS, FINDINGS AND INTERPRETATION

Section 1.1. Definitions.

Unless otherwise expressly provided or unless the context clearly requires otherwise in this Indenture, the following terms shall have the meanings specified below:

"2022 Amended and Restated Service and Assessment Plan" means the La Cima Public Improvement District 2022 Amended and Restated Service and Assessment Plan attached to the Assessment Order and approved by the Commissioners Court on September 13, 2022.

"Account" means any of the accounts established pursuant to Section 6.1 of this Indenture.

"Actual Costs" mean, with respect to Neighborhood Improvement Area #3 Improvements, the Landowner's demonstrated, reasonable, allocable, and allowable costs of constructing such Neighborhood Improvement Area #3 Improvements, 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 Neighborhood Improvement Area #3 Improvement as set forth in the Service and Assessment Plan (subject to cost overruns in Section 5.01(e) of the PID Financing Agreement). Actual Costs may include (a) the costs incurred by or on behalf

of the Landowner (either directly or through affiliates) for the design, planning, financing, administration/management, acquisition, installation, construction and/or implementation of such Neighborhood Improvement Area #3 Improvement, (b) the costs incurred by or on behalf of the Landowner in preparing the plans for such Neighborhood Improvement Area #3 Improvement, (c) the fees paid for obtaining permits, licenses or other governmental approvals for such Neighborhood Improvement Area #3 Improvement, (d) a construction management fee of 4.0% of the costs incurred by or on behalf of the Landowner for the construction of such Neighborhood Improvement Area #3 Improvement if the Landowner is serving as the construction manager, (e) the costs incurred by or on behalf of the Landowner for external professional costs, such as engineering, geotechnical, surveying, land planning, architectural landscapers, appraisals, legal, and similar professional services related to the Neighborhood Improvement Area #3 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 Neighborhood Improvement Area #3 Improvements, (g) all related permitting, zoning and public approval expenses, architectural, engineering, and consulting fees.

“Additional Bonds” means the additional parity bonds that are authorized to be issued in accordance with the terms and conditions prescribed in Section 13.2(e) of this Indenture.

"Additional Interest" means the amount collected by application of the Additional Interest Rate.

"Additional Interest Rate" means the 0.50% interest rate charged on the Neighborhood Improvement Area #3 Assessments pursuant to Section 372.018 of the PID Act.

"Additional Interest Reserve Account" means the reserve account administered by the County and segregated from other funds of the County in accordance with the provisions of Section 6.7 of this Indenture.

"Additional Interest Reserve Requirement" means an amount equal to 5.50% of the principal amount of the Outstanding Bonds Similarly Secured to be funded from Assessment Revenues to be deposited to the Pledged Revenue Fund and transferred to the Additional Interest Reserve Account.

“Additional Obligations” means any bonds or obligations, including specifically, any installment contracts, reimbursement agreements, temporary note or time warrant secured in whole or in part by an assessment, other than the Neighborhood Improvement Area #3 Assessments securing the Bonds Similarly Secured, levied against property within Neighborhood Improvement Area #3 in accordance with the PID Act.

“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 Neighborhood Improvement Area #3 Assessments and Annual Installments; (4) preparing and maintaining records with respect to the NIA #3 Assessment Roll and Annual Service Plan Updates; (5) issuing, paying, and redeeming the Bonds Similarly Secured; (6) investing or depositing Neighborhood Improvement Area #3 Assessments and Annual Installments; (7) complying with the Service and Assessment Plan and the PID Act with respect to the administration of a reimbursement agreement and the issuance and sale of the Bonds Similarly Secured, including continuing disclosure requirements; and (8) the paying

agent/registrar and Trustee in connection with the Bonds Similarly Secured, including their respective legal counsel. Administrative Expenses collected but not expended in any year shall be carried forward and applied to reduce Administrative Expenses for subsequent years.

“Administrative Fund” means that Fund established by Section 6.1 and administered pursuant to Section 6.9 hereof.

“Administrator” means the County or third-party designee of the County who shall have the responsibilities provided in the Service and Assessment Plan, this Indenture, or any other agreement or document approved by the County related to the duties and responsibilities of the administration of the District. The initial Administrator is P3Works, LLC.

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

“Annual Installment” means, with respect to each Assessed Parcel, each annual payment of (i) the Neighborhood Improvement Area #3 Assessments (including both principal of and interest on the Neighborhood Improvement Area #3 Assessments) as shown on the NIA #3 Assessment Roll attached to the Service and Assessment Plan as Appendix I, or in an Annual Service Plan Update, and calculated as provided in the Service and Assessment Plan, (ii) Administrative Expenses, and (iii) Additional Interest.

"Annual Service Plan Update" means an update to the Service and Assessment Plan prepared no less frequently than annually by the Administrator and approved by the Commissioners Court.

“Applicable Laws” means the PID Act, and all other laws or statutes, rules, or regulations, and any amendments thereto, of the State of Texas or of the United States, by which the County and its powers, securities, operations, and procedures are, or may be, governed or from which its powers may be derived.

“Assessed Parcel” means each respective parcel of land located within Neighborhood Improvement Area #3 of the District against which a Neighborhood Improvement Area #3 Assessment is levied.

"Assessment Revenue" means monies collected by or on behalf of the County from any one or more of the following: (i) a Neighborhood Improvement Area #3 Assessment levied against an Assessed Parcel, or Annual Installment payment thereof, including any interest on such Neighborhood Improvement Area #3 Assessment or Annual Installment thereof during any period of delinquency, but excluding any portion of the Annual Installment allocable to Administrative Expenses, (ii) a Prepayment, and (iii) Foreclosure Proceeds. Assessment Revenues do not include Delinquent Collection Costs.

“Authorized Denomination” means $25,000 and any integral multiple of $1,000 in excess thereof; provided, however, that if the total principal amount of the Outstanding Bonds Similarly Secured is less than $25,000, then the Authorized Denomination of such Outstanding Bond Similarly Secured shall be the amount of the Outstanding Bonds Similarly Secured.

"Authorized Improvements" means improvements authorized by Section 372.003 of the PID Act including those listed in Section III of the Service and Assessment Plan.

"Bond Counsel" means Orrick, Herrington & Sutcliffe LLP or any other attorney or firm of attorneys designated by the County that are nationally recognized for expertise in rendering opinions as to the legality and tax-exempt status of securities issued by public entities.

"Bond Fund" means the Fund established pursuant to Section 6.1 and administered as provided in Section 6.4.

"Bond Order" means the order adopted by the Commissioners Court on December 6, 2022 authorizing the issuance of the Series 2022 Bonds pursuant to this Indenture and approving the Service and Assessment Plan.

"Bond Pledged Revenue Account" means the Account established pursuant to Section 6.1.

"Bonds Similarly Secured" means the Outstanding Series 2022 Bonds and any Outstanding Additional Bonds and any Outstanding Refunding Bonds hereafter issued pursuant to and secured under this Indenture.

"Bond Year" means the one-year period beginning on October 1 in each year and ending on September 30 in the following year.

"Business Day" means any day other than a Saturday, Sunday or legal holiday in the State of Texas observed as such by the County or the Trustee.

"Capitalized Interest Account" means the Account of such name established pursuant to Section 6.1 hereof.

"Certificate for Payment" means a certificate substantially in the form attached hereto as Exhibit B or otherwise approved by the respective Landowner and the County Representative executed by a Person approved by the County Representative, delivered to the County Representative and the Trustee specifying the amount of work performed and the Actual Costs thereof, and requesting payment for such Actual Costs from money on deposit in the Project Fund as further described in the PID Reimbursement Agreements and Section 6.5 herein.

"Closing Date" means the date of the initial delivery of and payment for each series of Bonds Similarly Secured. With respect to the Series 2022 Bonds, the Closing Date is December 22, 2022.

"Code" means the Internal Revenue Code of 1986, as amended, including applicable regulations, published rulings and court decisions.

"Costs of Issuance Accounts" means, collectively, the Phase 3 Costs of Issuance Account, Phase 4 Costs of Issuance Account and Phase 5 Costs of Issuance Account.

"County Certificate" means a certificate signed by a County Representative and delivered to the Trustee.

"County Representative" means any official or agent of the County authorized by the Commissioners Court to undertake the action referenced herein.

“Defeasance Securities” means Investment Securities then authorized by applicable law for the investment of funds to defease public securities.

“Delinquent Collection Costs” means interest, penalties and expenses incurred or imposed with respect to any delinquent installment of a Neighborhood Improvement Area #3 Assessment in accordance with the PID Act and the costs related to pursuing collection of a delinquent Neighborhood Improvement Area #3 Assessment and foreclosing the lien against the Assessed Parcel, including attorney’s fees.

“Designated Payment/Transfer Office” means (i) with respect to the initial Paying Agent/Registrar named in this Indenture, the transfer/payment office located in Houston, Texas, or such other location designated by the Paying Agent/Registrar and (ii) with respect to any successor Paying Agent/Registrar, the office of such successor designated and located as may be agreed upon by the County and such successor.

"Developer" means La Cima San Marcos, LLC, a Texas limited liability company, an affiliate of the Landowner, and its assignees or affiliates.

“District” means the La Cima Public Improvement District.

“DTC” means The Depository Trust Company of New York, New York, or any successor securities depository.

“DTC Participant” means brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations on whose behalf DTC was created to hold securities to facilitate the clearance and settlement of securities transactions among DTC Participants.

“Foreclosure Proceeds” means the proceeds, including interest and penalty interest, received by the County from the enforcement of the Neighborhood Improvement Area #3 Assessments against any Assessed Parcel or Assessed Parcels, whether by foreclosure of lien or otherwise, but excluding and net of all Delinquent Collection Costs.

“Fund” means any of the funds established pursuant to Section 6.1 of this Indenture.

“Improvement Accounts” mean, collectively, the Phase 3 Improvement Account, Phase 4 Improvement Account and Phase 5 Improvement Account.

“Indenture” means this Indenture of Trust as originally executed or as it may be from time to time supplemented or amended by one or more indentures supplemental hereto and entered into pursuant to the applicable provisions hereof.

“Independent Financial Consultant” means any consultant or firm of such consultants appointed by the County who, or each of whom: (i) is judged by the County, as the case may be, to have experience in matters relating to the issuance and/or administration of the Bonds Similarly Secured; (ii) is in fact independent and not under the domination of the County; (iii) does not have any substantial interest, direct or indirect, with or in the County, or any owner of real property in the District, or any real property in the District; and (iv) is not connected with the County as an officer or employee of the County, but who may be regularly retained to make reports to the County.

“Initial Bond” means, with respect to the Series 2022 Bonds, the Initial Bond as set forth in Exhibit A to this Indenture, and, with respect to any other series of Bonds Similarly Secured, the Initial Bond set forth in an exhibit to a Supplemental Indenture.

“Interest Payment Date” means the date or dates upon which interest on any series of Bonds Similarly Secured is scheduled to be paid until their respective dates of maturity or prior redemption, such dates being on March 15 and September 15 of each year, and, with respect to the Series 2022 Bonds, commencing March 15, 2023.

“Investment Securities” means those authorized investments described in the Public Funds Investment Act, Texas Government Code, Chapter 2256, as amended; and provided further investments are, at the time made, included in and authorized by the County’s official investment policy as approved by the Commissioners Court from time to time.

“Landowner” means, collectively, the Phase 3 Owner, the Phase 4 Owner and the Phase 5 Owner.

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

"Neighborhood Improvement Area #3" means the third improvement area to be developed within the District and further identified and depicted in Exhibit X to the Service and Assessment Plan.

“Neighborhood Improvement Area #3 Assessments” means the aggregate assessments shown on the NIA #3 Assessment Roll.

"Neighborhood Improvement Area #3 Improvements" means, collectively, the Phase 3 Improvements, Phase 4 Improvements and Phase 5 Improvements.

“NIA #3 Assessment Roll” means the assessment roll attached as Appendix I to the Service and Assessment Plan or any other assessment roll in an amendment or supplement to the Service and Assessment Plan or in an Annual Service Plan Update, showing the total amount of the Neighborhood Improvement Area #3 Assessment against each Assessed Parcel related to the Bonds Similarly Secured and the Neighborhood Improvement Area #3 Improvements, as updated, modified, or amended from time to time in accordance with the terms of the Service and Assessment Plan and the PID Act.

“Outstanding” means, as of any particular date when used with reference to the Bonds Similarly Secured, all Bonds Similarly Secured authenticated and delivered under this Indenture except (i) any Bond Similarly Secured that has been canceled by the Trustee (or has been delivered to the Trustee for cancellation) at or before such date, (ii) any Bond Similarly Secured for which the payment of the principal or Redemption Price of and interest on such Bond Similarly Secured shall have been made as provided in Article IV, and (iii) any Bond Similarly Secured in lieu of or in substitution for which a new Bond Similarly Secured shall have been authenticated and delivered pursuant to Section 3.10 herein.

“Owner” means the Person who is the registered owner of a Bond Similarly Secured or Bonds Similarly Secured, as shown in the Register, which shall be Cede & Co., as nominee for DTC, so long as the Bonds Similarly Secured are in book-entry only form and held by DTC as securities depository in accordance with Section 3.11 herein.

“Paying Agent/Registrar” means initially the Trustee, or any successor thereto as provided in this Indenture.

“Person” or “Persons” means any individual, corporation, partnership, limited liability company, joint venture, association, joint-stock company, trust, unincorporated organization or government or any agency or political subdivision thereof.

“Petitioner” means Lazy Oaks Ranch, LP.

"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 of the Service and Assessment Plan.

“Phase 3 Costs of Issuance Account” means the Account established pursuant to Section 6.1.

“Phase 3 Improvement Account” means the Account of such name established pursuant to Section 6.1.

“Phase 3 Improvements” means Authorized Improvements that benefit Assessed Parcels within Phase 3, which are generally described in Section III and generally depicted on Exhibit Q-5 of the Service and Assessment Plan.

“Phase 3 Owner” means LCSM Ph. 3 LLC, a Texas limited liability company wholly owned by the Developer.

“Phase 3 Redemption Account” means the Account established pursuant to Section 6.1.

“Phase 3 Reimbursement Account” means the Account established pursuant to Section 6.1.

“Phase 3 Reimbursement Agreement” means the " La Cima Public Improvement District Reimbursement Agreement Neighborhood Improvement Area #3 – Phase 3" between the County and Phase 3 Owner, relating to the Bonds Similarly Secured, dated as of September 13, 2022, which provides, in part, for the deposit of proceeds from the issuance and sale of the Bonds Similarly Secured and the payment of costs of Phase 3 Improvements, the issuance of bonds, the reimbursement of costs to the Phase 3 Owner from the proceeds of the Bonds Similarly Secured for funds advanced by the Phase 3 Owner and used to pay Actual Costs of such Phase 3 Improvements and other matters related thereto.

"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 of the Service and Assessment Plan.

“Phase 4 Costs of Issuance Account” means the Account established pursuant to Section 6.1.

“Phase 4 Improvement Account” means the Account of such name established pursuant to Section 6.1.

“Phase 4 Improvements” means Authorized Improvements that benefit Assessed Parcels within Phase 4, which are generally described in Section III and generally depicted on Exhibit Q-6 of the Service and Assessment Plan.

“Phase 4 Owner” means LCSM Ph. 4 LLC, a Texas limited liability company wholly owned by the Developer.

“Phase 4 Redemption Account” means the Account established pursuant to Section 6.1.

“Phase 4 Reimbursement Account” means the Account established pursuant to Section 6.1.

“Phase 4 Reimbursement Agreement” means the " La Cima Public Improvement District Reimbursement Agreement Neighborhood Improvement Area #3 – Phase 4" between the County and Phase 4 Owner, relating to the Bonds Similarly Secured, dated as of September 13, 2022, which provides, in part, for the deposit of proceeds from the issuance and sale of the Bonds Similarly Secured and the payment of costs of Phase 4 Improvements, the issuance of bonds, the reimbursement of costs to the Phase 4 Owner from the proceeds of the Bonds Similarly Secured for funds advanced by the Phase 4 Owner and used to pay Actual Costs of such Phase 4 Improvements and other matters related thereto.

"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 of the Service and Assessment Plan.

“Phase 5 Costs of Issuance Account” means the Account established pursuant to Section 6.1.

“Phase 5 Improvement Account” means the Account of such name established pursuant to Section 6.1.

“Phase 5 Improvements” means Authorized Improvements that benefit Assessed Parcels within Phase 5, which are generally described in Section III and generally depicted on Exhibit Q-7 of the Service and Assessment Plan.

“Phase 5 Owner” means LCSM Ph. 4 LLC, a Texas limited liability company wholly owned by the Developer.

“Phase 5 Redemption Account” means the Account established pursuant to Section 6.1.

“Phase 5 Reimbursement Account” means the Account established pursuant to Section 6.1.

“Phase 5 Reimbursement Agreement” means the " La Cima Public Improvement District Reimbursement Agreement Neighborhood Improvement Area #3 – Phase 5" between the County and Phase 5 Owner, relating to the Bonds Similarly Secured, dated as of September 13, 2022, which provides, in part, for the deposit of proceeds from the issuance and sale of the Bonds Similarly Secured and the payment of costs of Phase 5 Improvements, the issuance of bonds, the reimbursement of costs to the Phase 5 Owner from the proceeds of the Bonds Similarly Secured for funds advanced by the Phase 5 Owner and used to pay Actual Costs of such Phase 5 Improvements and other matters related thereto.

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

"PID Bonds" means any bonds issued by the County, in one or more series, secured in whole or in part by an assessment levied against a parcel within the District and imposed pursuant to an assessment order and the provisions in the Service and Assessment Plan, including the Series 2022 Bonds, any Refunding Bonds and any Additional Bonds.

"PID Financing Agreement" means the "La Cima Public Improvement District Financing Agreement" by and between the County and Developer, as the successor and assignee of the Petitioner, 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.

"PID Reimbursement Agreements" means, collectively, the Phase 3 Reimbursement Agreement, the Phase 4 Reimbursement Agreement and the Phase 5 Reimbursement Agreement.

"Pledged Funds" means the Pledged Revenue Fund, the Bond Fund, the Project Fund, the Reserve Fund, and the Redemption Fund.

"Pledged Revenue Fund" means that Fund established pursuant to Section 6.1 and administered pursuant to Section 6.3 herein.

"Pledged Revenues" means the sum of (i) Assessment Revenue, (ii) the moneys held in any of the Pledged Funds, and (ii) any additional revenues that the County may pledge to the payment of Bonds Similarly Secured.

"Prepayment" means the payment of all or a portion of a Neighborhood Improvement Area #3 Assessment before the due date thereof.

"Principal and Interest Account" means the Account of such name established pursuant to Section 6.1.

"Project Fund" means that Fund established pursuant to Section 6.1 and administered pursuant to Section 6.5 herein.

"Purchaser" means the initial purchaser of each series of Bonds Similarly Secured.

"Rebate Amount" has the meaning set forth in Section 1.148-1(b) of the Regulations.

"Rebate Fund" means that Fund established pursuant to Section 6.1 and administered pursuant to Section 6.8 herein.

"Record Date" means the close of business on the last calendar day (whether or not a Business Day) of the month next preceding an Interest Payment Date.

"Redemption Accounts" mean, collectively, the Phase 3 Redemption Account, Phase 4 Redemption Account and Phase 5 Redemption Account.

"Redemption Fund" means that Fund established pursuant to Section 6.1 and administered pursuant to Section 6.6 herein.

“Redemption Price” means 100% of the principal amount of such Bonds Similarly Secured called for redemption, or portions thereof, to be redeemed plus accrued and unpaid interest to the date fixed for redemption.

"Refunding Bonds" means bonds issued pursuant to the PID Act and/or Chapter 1207 of the Texas Government Code or any other applicable law of the State of Texas (each as amended) to refund all or any portion of the then Outstanding Bonds Similarly Secured.

“Register” means the register specified in Article III of this Indenture.

“Reimbursement Accounts” means, collectively, the Phase 3 Reimbursement Account, Phase 4 Reimbursement Account and Phase 5 Reimbursement Account.

“Reimbursement Fund” means that Fund established pursuant to Section 6.1 and administered pursuant to Section 6.11 hereof.

“Reserve Account” means the Account of such name established pursuant to Section 6.1.

“Reserve Account Requirement” means the sum of the Series 2022 Reserve Account Requirement, plus the additional amounts, if any, required to be deposited to the Reserve Account pursuant to each Supplemental Indenture authorizing the issuance of a Series of Additional Bonds.

“Reserve Fund” means that Fund established pursuant to Section 6.1 and administered in Section 6.7 herein.

"Series 2022 Bonds” means the County’s bonds authorized to be issued by Section 3.1 of this Indenture entitled “Hays County, Texas, Special Assessment Revenue Bonds, Series 2022 (La Cima Public Improvement District Neighborhood Improvement Area #3 Project)”.

“Series 2022 Reserve Account Requirement” means the least of, as of the Closing Date of the Series 2022 Bonds: (i) Maximum Annual Debt Service on the Series 2022 Bonds, (ii) 125% of average Annual Debt Service on the Series 2022 Bonds, or (iii) 10% of the lesser of the principal amount of the Outstanding Series 2022 Bonds or the original issue price of the Series 2022 Bonds. As of the Closing Date of the Series 2022 Bonds, the Reserve Account Requirement is $[_____] which is an amount equal to [Maximum Annual Debt Service on the Series 2022 Bonds].

“Service and Assessment Plan” means the La Cima Public Improvement District December 2022 Amended and Restated Service and Assessment Plan dated December 6, 2022, approved by the County in connection with the Bond Order and attached thereto as an exhibit, which amends and restates the 2022 Amended and Restated Service and Assessment Plan in its entirety, as may be updated and amended from time to time, including any Annual Service Plan Update.

“Sinking Fund Installment” means the amount of money to redeem or pay at maturity the principal of Bonds payable from such installments at the times and in the amounts provided in Section 4.2 herein.

"Stated Maturity" means the date the Bonds Similarly Secured, or any portion of the Bonds Similarly Secured, as applicable, are scheduled to mature without regard to any redemption or prepayment.

"Supplemental Indenture" means an indenture which has been duly executed by the Trustee and the County Representative pursuant to an order adopted by the Commissioners Court and which indenture amends or supplements this Indenture, but only if and to the extent that such indenture is specifically authorized hereunder.

"Tax Certificate" means the Certificate as to Tax Exemption delivered by the County on the Closing Date for each series of Bonds Similarly Secured setting forth the facts, estimates and circumstances in existence on the applicable Closing Date which establish that it is not expected that the proceeds of such series of Bonds Similarly Secured will be used in a manner that would cause the interest on such Bonds Similarly Secured to be included in the gross income of the Owners thereof for Federal income tax purposes.

"Trust Estate" means the Trust Estate described in the granting clauses of this Indenture.

"Trustee" means BOKF, NA, a national banking association, duly organized and validly existing under the laws of the United States of America, solely in its capacity as Trustee hereunder and its successors, and any other corporation or association that may at any time be substituted in its place, as provided in Article IX, such entity to serve as Trustee and Paying Agent/Registrar for the Bonds.

Section 1.2. Findings.

The declarations, determinations and findings declared, made and found in the preamble to this Indenture are hereby adopted, restated and made a part of the operative provisions hereof.

Section 1.3. Table of Contents, Titles and Headings.

The table of contents, titles, and headings of the Articles and Sections of this Indenture have been inserted for convenience of reference only and are not to be considered a part hereof and shall not in any way modify or restrict any of the terms or provisions hereof and shall never be considered or given any effect in construing this Indenture or any provision hereof or in ascertaining intent, if any question of intent should arise.

Section 1.4. Interpretation.

(a) Unless the context requires otherwise, words of the masculine gender shall be construed to include correlative words of the feminine and neuter genders and vice versa, and words of the singular number shall be construed to include correlative words of the plural number and vice versa.

(b) Words importing persons include any individual, corporation, limited liability company, partnership, joint venture, association, joint stock company, trust, unincorporated organization or government or agency or political subdivision thereof.

(c) Any reference to a particular Article or Section shall be to such Article or Section of this Indenture unless the context shall require otherwise.

(d) This Indenture and all the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein to sustain the validity of this Indenture.

ARTICLE II

THE BONDS SIMILARLY SECURED

Section 2.1. Security for the Bonds Similarly Secured.

The Bonds Similarly Secured, as to both principal and interest, are and shall be equally and ratably secured by and payable from a first lien on and pledge of the Trust Estate.

The lien on and pledge of the Trust Estate shall be valid and binding and fully perfected from and after the Closing Date, without physical delivery or transfer of control of the Trust Estate, the filing of this Indenture or any other act; all as provided in Texas Government Code, Chapter 1208, as amended, which applies to the issuance of the Bonds Similarly Secured and the pledge of the Trust Estate granted by the County under this Indenture, and such pledge is therefore valid, effective and perfected. If Texas law is amended at any time while the Bonds Similarly Secured are Outstanding such that the pledge of the Trust Estate granted by the County under this Indenture is to be subject to the filing requirements of Texas Business and Commerce Code, Chapter 9, as amended, then in order to preserve to the registered owners of the Bonds Similarly Secured the perfection of the security interest in said 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 Texas Business and Commerce Code, Chapter 9, as amended, and enable a filing to perfect the security interest in said pledge to occur.

Section 2.2. Limited Obligations.

The Bonds Similarly Secured are special and limited obligations of the County, payable solely from and secured solely by the Trust Estate, including the Pledged Revenues and the Pledged Funds; and the Bonds Similarly Secured shall never be payable out of funds raised or to be raised by taxation or from any other revenues, properties or income of the County.

Section 2.3. Authorization for Indenture.

The terms and provisions of this Indenture and the execution and delivery hereof by the County to the Trustee have been duly authorized by official action of the Commissioners Court of the County. The County has ascertained and it is hereby determined and declared that the execution and delivery of this Indenture is necessary to carry out and effectuate the purposes set forth in the preambles of this Indenture and that each and every covenant or agreement herein contained and made is necessary, useful or convenient in order to better secure the Bonds Similarly Secured and is a contract or agreement necessary, useful and convenient to carry out and effectuate the purposes herein described.

Section 2.4. Contract with Owners and Trustee.

(a) The purposes of this Indenture are to establish a lien and the security for, and to prescribe the minimum standards for the authorization, issuance, execution and delivery of, the Bonds Similarly Secured and to prescribe the rights of the Owners, and the rights and duties of the County and the Trustee.

(b) In consideration of the purchase and acceptance of any or all of the Bonds Similarly Secured by those who shall purchase and hold the same from time to time, the provisions of this Indenture shall be a part of the contract of the County with the Owners, and shall be deemed to be and shall constitute a contract among the County, the Owners, and the Trustee.

ARTICLE III

AUTHORIZATION; GENERAL TERMS AND PROVISIONS REGARDING THE BONDS SIMILARLY SECURED

Section 3.1. Authorization.

(a) The Series 2022 Bonds are hereby authorized to be issued and delivered in accordance with the Constitution and laws of the State of Texas, including particularly the PID Act, as amended. The Series 2022 Bonds shall be issued in the aggregate principal amount of $[PRINCIPAL] for the purpose of (i) paying a portion of the Actual Costs of the Neighborhood Improvement Area #3 Improvements, (ii) paying a portion of the interest on the Series 2022 Bonds during and after the period of acquisition and construction of the Neighborhood Improvement Area #3 Improvements, (iii) funding a reserve fund for payment of principal and interest on the Bonds, (iv) funding the initial deposit to the Administrative Fund for payment of the initial Administrative Expenses and (v) paying costs of issuance of the Series 2022 Bonds.

Section 3.2. Date, Denomination, Maturities, Numbers and Interest.

(a) The Series 2022 Bonds

(i) The Series 2022 Bonds shall be dated December 1, 2022 and shall be issued in Authorized Denominations. The Series 2022 Bonds shall be in fully registered form, without coupons, and shall be numbered separately from R-1 upward, except the Initial Bond for the Series 2022 Bonds, which shall be numbered T-1.

(ii) Interest shall accrue and be paid on each Series 2022 Bond from the later of the Closing Date of the Series 2022 Bonds or the most recent Interest Payment Date to which interest has been paid or provided for, at the rate per annum set forth below until the principal thereof has been paid on the maturity date specified below or otherwise provided for. Such interest shall be payable semiannually on March 15 and September 15 of each year, commencing March 15, 2023 computed on the basis of a 360-day year of twelve 30-day months.

(iii) The Series 2022 Bonds shall mature on September 15 in the years and in the principal amounts and shall bear interest as set forth below:

Year	Principal Amount	Interest Rate

(iv) The Series 2022 Bonds shall be subject to mandatory sinking fund redemption, optional redemption, and extraordinary optional redemption prior to maturity as provided in Article IV herein, and shall otherwise have the terms, tenor,

denominations, details, and specifications as set forth in the form of Series 2022 Bond set forth in Exhibit A to this Indenture.

Section 3.3. Conditions Precedent to Delivery of Bonds Similarly Secured.

(a) The Series 2022 Bonds shall be executed by the County and delivered to the Trustee, whereupon the Trustee shall authenticate the Series 2022 Bonds and, upon payment of the purchase price of the Series 2022 Bonds, shall deliver the Series 2022 Bonds upon the order of the County, but only upon delivery (which delivery may be via electronic mail in portable document (PDF) or similar format) to the Trustee of:

(i) a copy of the executed Assessment Order;

(ii) a copy of the executed Bond Order;

(iii) a copy of this Indenture executed by the Trustee and the County;

(iv) a copy of the executed opinion of Bond Counsel;

(v) a copy of the approving opinion of the Attorney General of the State of Texas; and

(vi) a County Certificate directing the authentication and delivery of the Series 2022 Bonds, describing the Series 2022 Bonds to be authenticated and delivered, designating the purchasers to whom the Series 2022 Bonds are to be delivered, stating the purchase price of the Series 2022 Bonds and stating that all items required by this Section are therewith delivered to the Trustee in form and substance satisfactory to the County.

Section 3.4. Medium, Method and Place of Payment.

(a) Principal of and interest on the Bonds Similarly Secured shall be paid in lawful money of the United States of America, as provided in this Section.

(b) Interest on the Bonds Similarly Secured shall be payable to the Owners thereof as shown in the Register at the close of business on the relevant Record Date; provided, however, that in the event of nonpayment of interest on a scheduled Interest Payment Date that continues for 30 days or more thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Trustee, if and when funds for the payment of such interest have been received from the 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 15 days after the Special Record Date) shall be sent at least five Business Days prior to the Special Record Date by United States mail, first-class, postage prepaid, to the address of each Owner of a Bond Similarly Secured appearing on the books of the Trustee at the close of business on the last Business Day preceding the date of mailing such notice.

(c) Interest on the Bonds Similarly Secured shall be paid by check, dated as of the Interest Payment Date, and sent, United States mail, first-class, postage prepaid, by the Paying Agent/Registrar to each Owner at the address of each Owner as such appears in the Register or by such other customary banking arrangement acceptable to the Paying Agent/Registrar

and the Owner; provided, however, the Owner shall bear all risk and expense of such other banking arrangement.

(d) The principal of each Bond Similarly Secured shall be paid to the Owner of such Bond Similarly Secured on the due date thereof, whether at the maturity date or the date of prior redemption thereof, upon presentation and surrender of such Bond Similarly Secured at the Designated Payment/Transfer Office of the Paying Agent/Registrar.

(e) If the date for the payment of the principal of or interest on the Bonds Similarly Secured shall be a Saturday, Sunday, legal holiday, or day on which banking institutions in the city where the Designated Payment/Transfer Office of the Paying Agent/Registrar is located are required or authorized by law or executive order to close, the date for such payment shall be the next succeeding day that is not a Saturday, Sunday, legal holiday, or day on which such banking institutions are required or authorized to close, and payment on such date shall for all purposes be deemed to have been made on the due date thereof as specified in Section 3.2 of this Indenture.

(f) Unclaimed payments of amounts due hereunder shall be segregated in a special account and held in trust, uninvested by the Paying Agent/Registrar, for the account of the Owner of the Bonds Similarly Secured to which such unclaimed payments pertain. Subject to any escheat, abandoned property, or similar law of the State of Texas, any such payments remaining unclaimed by the Owners entitled thereto for two years after the applicable payment or redemption date shall be applied to the next payment or payments on such Bonds Similarly Secured thereafter coming due and, to the extent any such money remains after the retirement of all Outstanding Bonds Similarly Secured, shall be paid to the County to be used for any lawful purpose. Thereafter, none of the County, the Paying Agent/Registrar, or any other Person shall be liable or responsible to any Owners of such Bonds Similarly Secured for any further payment of such unclaimed moneys or on account of any such Bonds Similarly Secured, subject to any applicable escheat law or similar law of the State of Texas, including the provisions of Title 6 of the Texas Property Code, as amended.

Section 3.5. Execution and Registration of Bonds Similarly Secured.

(a) The Bonds Similarly Secured shall be executed on behalf of the County by the County Judge of the County and countersigned by the County Clerk of the County, by their manual or facsimile signatures, and the official seal of the County shall be impressed or placed in facsimile thereon. Such facsimile signatures on the Bonds Similarly Secured shall have the same effect as if each of the Bonds Similarly Secured had been signed manually and in person by each of said officers, and such facsimile seal on the Bonds Similarly Secured shall have the same effect as if the official seal of the County had been manually impressed upon each of the Bonds Similarly Secured.

(b) In the event that any officer of the County whose manual or facsimile signature appears on the Bonds Similarly Secured ceases to hold such office before the authentication of such Bonds Similarly Secured or before the delivery thereof, such manual or facsimile signature nevertheless shall be valid and sufficient for all purposes as if such officer had remained in such office.

(c) Except as provided below, no Bond Similarly Secured shall be valid or obligatory for any purpose or be entitled to any security or benefit of this Indenture unless and until there appears thereon the Certificate of Trustee substantially in the form provided herein or in a

Supplemental Indenture, duly authenticated by manual execution by an officer or duly authorized signatory of the Trustee. It shall not be required that the same officer or authorized signatory of the Trustee sign the Certificate of Trustee on all of the Bonds Similarly Secured. In lieu of the executed Certificate of Trustee described above, the Initial Bond delivered at the Closing Date for such series of Bonds Similarly Secured shall have attached thereto the Comptroller's Registration Certificate substantially in the form provided herein, manually executed by the Comptroller of Public Accounts of the State of Texas, or by his or her duly authorized agent, which certificate shall be evidence that such Initial Bond has been duly approved by the Attorney General of the State of Texas, is a valid and binding obligation of the County, and has been registered by the Comptroller of Public Accounts of the State of Texas, including the provisions of Title 6 of the Texas Property Code, as amended.

(d) On the Closing Date for each series of the Bonds Similarly Secured, one Initial Bond representing the entire principal amount of such series of Bonds Similarly Secured, payable in stated installments to the Purchaser, or its designee, executed with the manual or facsimile signatures of the County Judge of the County and countersigned by the County Clerk of the County, approved by the Attorney General, and registered and manually signed by the Comptroller of Public Accounts, will be delivered to the Purchaser of such series of Bonds Similarly Secured or its designee. Upon payment for such Initial Bond, the Trustee shall cancel the Initial Bond and deliver to DTC on behalf of the Purchaser of such series of Bonds Similarly Secured one registered definitive bond for each year of maturity of the Bonds Similarly Secured, in the aggregate principal amount of all Bonds Similarly Secured of such series for such maturity, registered in the name of Cede & Co., as nominee of DTC.

Section 3.6. Refunding Bonds.

(a) Except in accordance with the provisions of this Indenture, including Section 13.2, the County shall not issue additional bonds, notes or other obligations payable from any portion of the Trust Estate, other than Refunding Bonds or obligations secured by and payable from Pledged Revenues so long as such pledge is subordinate to the pledge of the Pledged Revenues securing payment of the Bonds Similarly Secured. The County reserves the right to issue Refunding Bonds, the proceeds of which would be utilized to refund all or any portion of the Outstanding Bonds Similarly Secured or Outstanding Refunding Bonds and to pay all costs incident to the Refunding Bonds, as authorized by the laws of the State of Texas.

(b) The principal of all Refunding Bonds must be scheduled to be paid, be subject to mandatory sinking fund redemption or mature on September 15 of the years in which such principal is scheduled to be paid. All Refunding Bonds must bear interest at a fixed rate and any interest payment dates for Refunding Bonds must be March 15 and September 15. The date, rate or rates of interest on, interest payment dates, maturity dates, redemption and all other terms and provisions of Refunding Bonds shall be set forth in a Supplemental Indenture.

(c) Upon their authorization by the County, the Refunding Bonds of a series issued under this Section 3.6 and in accordance with Article IV hereof shall be issued and shall be delivered to the purchasers or owners thereof, but before, or concurrently with, the delivery of said Refunding Bonds to such purchasers or owners there shall have been filed with the Trustee the items required by Section 3.3 above.

Section 3.7. Ownership.

(a) The County, the Trustee the Paying Agent/Registrar and any other Person may treat the Person in whose name any Bond Similarly Secured is registered as the absolute owner of such Bond Similarly Secured for the purpose of making and receiving payment as provided herein (except interest shall be paid to the Person in whose name such Bond Similarly Secured is registered on the relevant Record Date) and for all other purposes, whether or not such Bond Similarly Secured is overdue, and neither the County nor the Trustee, nor the Paying Agent/Registrar, shall be bound by any notice or knowledge to the contrary.

(b) All payments made to the Owner of any Bond Similarly Secured shall be valid and effectual and shall discharge the liability of the County, the Trustee and the Paying Agent/Registrar upon such Bond Similarly Secured to the extent of the sums paid.

Section 3.8. Registration, Transfer and Exchange.

(a) So long as any Bond Similarly Secured remains Outstanding, the County shall cause the Paying Agent/Registrar to keep at the Designated Payment/Transfer Office a Register in which, subject to such reasonable regulations as it may prescribe, the Paying Agent/Registrar shall provide for the registration and transfer of Bonds Similarly Secured in accordance with this Indenture. The Paying Agent/Registrar represents and warrants that it will file and maintain a copy of the Register with the County, and shall cause the Register to be current with all registration and transfer information as from time to time may be applicable.

(b) A Bond Similarly Secured shall be transferable only upon the presentation and surrender thereof at the Designated Payment/Transfer Office of the Paying Agent/Registrar with such endorsement or other evidence of transfer as is acceptable to the Paying Agent/Registrar. No transfer of any Bond Similarly Secured shall be effective until entered in the Register. If any Bond Similarly Secured is not presented for payment when the principal thereof becomes due, either at maturity or otherwise, or at the date fixed for redemption thereof, if funds sufficient to pay such Bond Similarly Secured shall have been made available to the Trustee, all liability of the County to the Owner thereof for the payment of such Bond Similarly Secured shall forthwith cease and be completely discharged, and thereupon it shall be the duty of the Trustee to hold such fund or funds, without liability for interest thereon, for the benefit of the Owner of such Bond Similarly Secured who shall thereafter be restricted exclusively to such fund or funds for any claim of whatever nature on his part under this Indenture, or with respect to, said Bond Similarly Secured.

(c) The Bonds Similarly Secured shall be exchangeable upon the presentation and surrender thereof at the Designated Payment/Transfer Office of the Paying Agent/Registrar for a Bond Similarly Secured or Bonds Similarly Secured of the same series and of the same maturity and bearing the same interest rate and in any Authorized Denomination and in an aggregate principal amount equal to the unpaid principal amount of the Bond Similarly Secured presented for exchange. The Trustee is hereby authorized to authenticate and deliver Bonds Similarly Secured exchanged for other Bonds Similarly Secured in accordance with this Section.

(d) The Trustee is hereby authorized to authenticate and deliver Bonds Similarly Secured transferred or exchanged in accordance with this Section. A new Bond Similarly Secured or Bonds Similarly Secured will be delivered by the Paying Agent/Registrar, in lieu of

the Bond Similarly Secured being transferred or exchanged, at the Designated Payment/Transfer Office, or sent by United States mail, first-class, postage prepaid, to the Owner or his designee. Each transferred Bond Similarly Secured delivered by the Paying Agent/Registrar in accordance with this Section shall constitute an original contractual obligation of the County and shall be entitled to the benefits and security of this Indenture to the same extent as the Bond Similarly Secured or Bonds Similarly Secured in lieu of which such transferred Bond Similarly Secured is delivered.

(e) Each exchange Bond Similarly Secured delivered in accordance with this Section shall constitute an original contractual obligation of the County and shall be entitled to the benefits and security of this Indenture to the same extent as the Bond Similarly Secured or Bonds Similarly Secured in lieu of which such exchange Bond Similarly Secured is delivered.

(f) No service charge shall be made to the Owner for the initial registration, subsequent transfer, or exchange for a different Authorized Denomination of any of the Bonds Similarly Secured. The Paying Agent/Registrar, however, may require the Owner to pay a sum sufficient to cover any tax or other governmental charge that is authorized to be imposed in connection with the registration, transfer, or exchange of a Bond Similarly Secured.

(g) Neither the County nor the Paying Agent/Registrar shall be required to issue, transfer, or exchange any Bond Similarly Secured or portion thereof called for redemption prior to maturity within 45 days prior to the date fixed for redemption; provided, however, such limitation shall not be applicable to an exchange by the Owner of the uncalled principal balance of a Bond Similarly Secured redeemed in part.

Section 3.9. Cancellation.

All Bonds Similarly Secured paid or redeemed before scheduled maturity in accordance with this Indenture, and all Bonds in lieu of which exchange Bonds Similarly Secured or replacement Bonds Similarly Secured are authenticated and delivered in accordance with this Indenture, shall be cancelled, and proper records shall be made regarding such payment, redemption, exchange, or replacement. The Paying Agent/Registrar shall dispose of cancelled Bonds Similarly Secured in accordance with the records retention requirements of the Trustee.

Section 3.10. Temporary Bonds Similarly Secured.

(a) Following the delivery and registration of the respective Initial Bond and pending the preparation of definitive Bonds Similarly Secured, the proper officers of the County may execute and, upon the County's request, the Trustee shall authenticate and deliver, one or more temporary Bonds Similarly Secured that are printed, lithographed, typewritten, mimeographed or otherwise produced, in any denomination, substantially of the tenor of the definitive Bonds Similarly Secured in lieu of which they are delivered, without coupons, and with such appropriate insertions, omissions, substitutions and other variations as the officers of the County executing such temporary Bonds Similarly Secured may determine, as evidenced by their signing of such temporary Bonds Similarly Secured.

(b) Until exchanged for Bonds Similarly Secured in definitive form, such Bonds Similarly Secured in temporary form shall be entitled to the benefit and security of this Indenture.

(c) The County, without unreasonable delay, shall prepare, execute and deliver to the Trustee the Bonds Similarly Secured in definitive form; thereupon, upon the presentation and surrender of the Bond Similarly Secured or Bonds Similarly Secured in temporary form to the Paying Agent/Registrar, the Paying Agent/Registrar shall cancel the Bonds Similarly Secured in temporary form and the Trustee shall authenticate and deliver in exchange therefor a Bond Similarly Secured or Bonds Similarly Secured of the same maturity and series, in definitive form, in the Authorized Denomination, and in the same aggregate principal amount, as the Bond Similarly Secured or Bonds Similarly Secured in temporary form surrendered. Such exchange shall be made without the making of any charge therefor to any Owner.

Section 3.11. Replacement Bonds Similarly Secured.

(a) Upon the presentation and surrender to the Paying Agent/Registrar of a mutilated Bond Similarly Secured, the County shall issue and the Trustee shall authenticate and deliver in exchange therefor a replacement Bond Similarly Secured of like tenor and principal amount, bearing a number not contemporaneously outstanding. The County or the Paying Agent/Registrar may require the Owner of such Bond Similarly Secured to pay a sum sufficient to cover any tax or other governmental charge that is authorized to be imposed in connection therewith and any other expenses connected therewith.

(b) In the event that any Bond Similarly Secured is lost, apparently destroyed or wrongfully taken, the Trustee, pursuant to the applicable laws of the State of Texas and in the absence of notice or knowledge that such Bond Similarly Secured has been acquired by a bona fide purchaser, shall authenticate and deliver a replacement Bond Similarly Secured of like tenor and principal amount bearing a number not contemporaneously outstanding, provided that the Owner first complies with the following requirements:

(i) furnishes to the Paying Agent/Registrar satisfactory evidence of his or her ownership of and the circumstances of the loss, destruction or theft of such Bond Similarly Secured;

(ii) furnishes such security or indemnity as may be required by the Paying Agent/Registrar and the Trustee to save them and the County harmless;

(iii) pays all expenses and charges in connection therewith, including, but not limited to, printing costs, legal fees, fees of the Trustee and the Paying Agent/Registrar and any tax or other governmental charge that is authorized to be imposed; and

(iv) satisfies any other reasonable requirements imposed by the County and the Trustee.

(c) After the delivery of such replacement Bond Similarly Secured, if a bona fide purchaser of the original Bond Similarly Secured in lieu of which such replacement Bond Similarly Secured was issued presents for payment such original Bond Similarly Secured, the County and the Paying Agent/Registrar shall be entitled to recover such replacement Bond Similarly Secured from the Person to whom it was delivered or any Person taking therefrom, except a bona fide purchaser, and shall be entitled to recover upon the security or indemnity provided therefor to the extent of any loss, damage, cost, or expense incurred by the County, the Paying Agent/Registrar or the Trustee in connection therewith.

(d) In the event that any such mutilated, lost, apparently destroyed or wrongfully taken Bond Similarly Secured has become or is about to become due and payable, the Paying Agent/Registrar, in its discretion, instead of issuing a replacement Bond Similarly Secured, may pay such Bond Similarly Secured if it has become due and payable or may pay such Bond Similarly Secured when it becomes due and payable.

(e) Each replacement Bond Similarly Secured delivered in accordance with this Section shall constitute an original additional contractual obligation of the County and shall be entitled to the benefits and security of this Indenture to the same extent as the Bond Similarly Secured or Bonds Similarly Secured in lieu of which such replacement Bond Similarly Secured is delivered.

Section 3.12. Book-Entry Only System.

The Bonds Similarly Secured shall initially be issued in book-entry-only form and shall be deposited with DTC, which is hereby appointed to act as the securities depository therefor, in accordance with the letter of representations from the County to DTC. On the Closing Date of each series of Bonds Similarly Secured, the definitive Bonds Similarly Secured shall be issued in the form of a single typewritten certificate for each maturity thereof registered in the name of Cede & Co., as nominee for DTC.

With respect to Bonds Similarly Secured 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 DTC Participant or to any Person on behalf of whom such a DTC Participant holds an interest in the Bonds Similarly Secured. 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 DTC Participant with respect to any ownership interest in the Bonds Similarly Secured, (ii) the delivery to any DTC Participant or any other Person, other than an Owner, as shown on the Register, of any notice with respect to the Bonds Similarly Secured, including any notice of redemption, or (iii) the payment to any DTC Participant or any other Person, other than an Owner, as shown in the Register of any amount with respect to principal of, premium, if any, or interest on the Bonds Similarly Secured. Notwithstanding any other provision of this Indenture to the contrary, the County and the Paying Agent/Registrar shall be entitled to treat and consider the Person in whose name each Bond Similarly Secured is registered in the Register as the absolute owner of such Bond Similarly Secured for the purpose of payment of principal of, premium, if any, and interest on such Bond Similarly Secured, for the purpose of giving notices of redemption and other matters with respect to such Bond Similarly Secured, for the purpose of registering transfer with respect to such Bond Similarly Secured, and for all other purposes whatsoever. The Paying Agent/Registrar shall pay all principal of, premium, if any, and interest on the Bonds Similarly Secured only to or upon the order of the respective Owners as shown in the Register, as provided in this Indenture, and all such payments shall be valid and effective to fully satisfy and discharge the County's obligations with respect to payment of principal of, premium, if any, and interest on the Bonds Similarly Secured to the extent of the sum or sums so paid. No Person other than an Owner, as shown in the Register, shall receive a Bond Similarly Secured certificate evidencing the obligation of the County to make payments of amounts due pursuant to this Indenture. Upon delivery by DTC to the Paying Agent/Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions in this Indenture with respect to interest checks or drafts being mailed to the registered owner at the close of business on the relevant Record Date, the word "Cede & Co." in this Indenture shall refer to such new nominee of DTC.

Section 3.13. Successor Securities Depository: Transfer Outside Book-Entry-Only System.

In the event that the County determines that DTC is incapable of discharging its responsibilities described herein and in the letter of representations from the County to DTC, the County shall (i) appoint a successor securities depository, qualified to act as such under Section 17A of the Securities and Exchange Act of 1934, as amended, and notify DTC and DTC Participants of the appointment of such successor securities depository and transfer one or more separate Bonds Similarly Secured to such successor securities depository; or (ii) notify DTC and DTC Participants of the availability through DTC of certificated Bonds Similarly Secured and cause the Paying Agent/Registrar to transfer one or more separate registered Bonds Similarly Secured to DTC Participants having Bonds Similarly Secured credited to their DTC accounts. In such event, the Bonds Similarly Secured shall no longer be restricted to being registered in the Register in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names Owners transferring or exchanging Bonds Similarly Secured shall designate, in accordance with the provisions of this Indenture.

Section 3.14. Payments to Cede & Co.

Notwithstanding any other provision of this Indenture to the contrary, so long as any Bonds Similarly Secured are registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of, premium, if any, and interest on such Bonds Similarly Secured, and all notices with respect to such Bonds Similarly Secured shall be made and given, respectively, in the manner provided in the blanket letter of representations from the County to DTC.

ARTICLE IV

REDEMPTION OF BONDS BEFORE MATURITY

Section 4.1. Limitation on Redemption.

The Bonds Similarly Secured shall be subject to redemption before their scheduled maturity only as provided in this Article IV.

Section 4.2. Mandatory Sinking Fund Redemption.

(a) The Series 2022 Bonds.

(i) The Series 2022 Bonds are subject to mandatory sinking fund redemption prior to their respective Stated Maturity and will be redeemed by the County in part at the Redemption Price from moneys available for such purpose in the Principal and Interest Account of the Bond Fund pursuant to Article VI, on the dates and in the respective Sinking Fund Installments as set forth in the following schedule:

$_____ Bonds Maturing September 15, 20

Redemption Date	Sinking Fund Installment
September 15, 20	
September 15, 20	
September 15, 20	
September 15, 20	
September 15, 20*	

* Stated maturity.

$_____ Bonds Maturing September 15, 20

Redemption Date	Sinking Fund Installment
September 15, 20	
September 15, 20	
September 15, 20	
September 15, 20	
September 15, 20*	

* Stated maturity.

(ii) At least 45 days prior to each mandatory sinking fund redemption date, and subject to any prior reduction authorized by subparagraphs (c) and (d) of this Section 4.2, the Trustee shall select for redemption by lot, a principal amount of Series 2022 Bonds of such maturity equal to the Sinking Fund Installment of such Series 2022 Bonds to be redeemed on such mandatory sinking fund redemption date, shall call such Series 2022 Bonds for redemption on such scheduled mandatory sinking fund redemption date, and shall give notice of such redemption, as provided in Section 4.6.

(iii) The Sinking Fund Installments of Series 2022 Bonds of a Stated Maturity required to be redeemed on any mandatory sinking fund redemption date pursuant to subparagraph (a) of this Section 4.2 shall be reduced, at the option of the County, by the principal amount of any Series 2022 Bonds of such maturity which, at least 45 days prior to the mandatory sinking fund redemption date shall have been acquired by the County at a price not exceeding the principal amount of such Series 2022 Bonds plus accrued unpaid interest to the date of purchase thereof, and delivered to the Trustee for cancellation.

(iv) The Sinking Fund Installments of Series 2022 Bonds of a Stated Maturity required to be redeemed on any mandatory sinking fund redemption date pursuant to subparagraph (a) of this Section 4.2 shall be reduced on a pro rata basis among Sinking Fund Installments by the principal amount of any Series 2022 Bonds of such maturity which, at least 45 days prior to the mandatory sinking fund redemption date, shall have been redeemed pursuant to the optional redemption provisions in Section 4.3 hereof or the extraordinary optional redemption provisions in Section 4.4 hereof and not previously credited to a mandatory sinking fund redemption.

Section 4.3. Optional Redemption.

(a) The Series 2022 Bonds. The County reserves the right and option to redeem Series 2022 Bonds maturing on or after September 15, 20__, before their respective scheduled maturity date, in whole or in part, on any date on or after September 15, 20__, such redemption date or dates to be fixed by the County, at the Redemption Price.

Section 4.4. Extraordinary Optional Redemption.

The County reserves the right and option to redeem Bonds Similarly Secured before their scheduled maturity dates, in whole or in part, on any date, at the Redemption Price from amounts on deposit in the Redemption Fund as a result of Prepayments or any other transfers to the Redemption Fund under the terms of this Indenture.

Notwithstanding the foregoing, the Trustee will not be required to make an extraordinary optional redemption pursuant to this Section 4.4 unless it has at least $1,000 available in the Redemption Fund with which to redeem the Bonds Similarly Secured.

Section 4.5. Partial Redemption.

(a) If less than all of the Bonds Similarly Secured are to be redeemed pursuant to Sections 4.2, 4.3, or 4.4 hereof, Bonds Similarly Secured shall be redeemed in minimum principal amounts of $1,000 or any integral thereof. Each Bond Similarly Secured shall be treated as representing the number of Bonds Similarly Secured that is obtained by dividing the principal amount of such Bond Similarly Secured by $1,000. No redemption shall result in a Bond Similarly Secured in a denomination of less than the Authorized Denomination in effect at that time; provided, however, if the amount of the Outstanding Bond Similarly Secured is less than an Authorized Denomination after giving effect to such partial redemption, a Bond Similarly Secured in the principal amount equal to the unredeemed portion, but not less than $1,000, may be issued.

(b) If less than all of a series of Bonds Similarly Secured are called for optional redemption pursuant to Section 4.3 hereof, the County shall, pursuant to a County Certificate, determine the Bond Similarly Secured or Bonds Similarly Secured or the amount thereof within a Stated Maturity to be redeemed and direct the Trustee to call by lot the Bonds Similarly Secured, or portions thereof, within such Stated Maturity and in such principal amounts, for redemption.

(c) If less than all of a series of Bonds Similarly Secured are called for extraordinary optional redemption pursuant to Section 4.4 hereof, the Bonds Similarly Secured or portion of a Bond Similarly Secured to be redeemed shall be allocated on a pro rata basis (as nearly as practicable) among all Outstanding Bonds Similarly Secured of such series. If less than all Bonds Similarly Secured within a Stated Maturity are called for extraordinary optional redemption pursuant to Section 4.4 hereof, the Trustee shall call by lot the Bonds Similarly Secured, or portions thereof, within such Stated Maturity and in such principal amounts, for redemption.

(d) Upon surrender of any Bond Similarly Secured for redemption in part, the Trustee in accordance with Section 3.7 of this Indenture, shall authenticate and deliver an exchange Bond Similarly Secured or Bonds Similarly Secured in an aggregate principal amount equal to the unredeemed portion of the Bond Similarly Secured so surrendered, such exchange being without charge.

Section 4.6. Notice of Redemption to Owners.

(a) The Trustee shall give notice of any redemption of Bonds Similarly Secured by sending notice by United States mail, first-class, postage prepaid, not less than 30 days before the date fixed for redemption, to the Owner of each Bond Similarly Secured or portion thereof to be redeemed, at the address shown in the Register. So long as the Bonds Similarly Secured are in book-entry-only form and held by DTC as security depository, Owner means Cede & Co., as nominee for DTC.

(b) The notice shall state the redemption date, the Redemption Price, the place at which the Bonds Similarly Secured are to be surrendered for payment, and, if less than all the Bonds Similarly Secured Outstanding are to be redeemed, and subject to Section 4.5 hereof, an identification of the Bonds Similarly Secured or portions thereof to be redeemed, any conditions to such redemption and that on the redemption date, if all conditions, if any, to such redemption have been satisfied, such Bond Similarly Secured shall become due and payable.

(c) Any notice given as provided in this Section shall be conclusively presumed to have been duly given, whether or not the Owner receives such notice.

(d) The County has the right to rescind any optional redemption or extraordinary optional redemption described in Section 4.3 or 4.4 by written notice to the Trustee on or prior to the date fixed for redemption. Any notice of redemption shall be cancelled and annulled if for any reason funds are not available on the date fixed for redemption for the payment in full of the Bonds Similarly Secured then called for redemption, and such cancellation shall not constitute an Event of Default under this Indenture. The Trustee shall mail notice of rescission of redemption in the same manner notice of redemption was originally provided.

(e) With respect to any optional redemption of the Bonds Similarly Secured, unless the Trustee has received funds sufficient to pay the Redemption Price of the Bonds Similarly Secured to be redeemed before giving of a notice of redemption, the notice may state the County may condition redemption on the receipt of such funds by the Trustee on or before the date fixed for the redemption, or on the satisfaction of any other prerequisites set forth in the notice of redemption. If a conditional notice of redemption is given and such prerequisites to the redemption are not satisfied and sufficient funds are not received, the notice shall be of no force and effect, the County shall not redeem the Bonds Similarly Secured and the Trustee shall give notice, in the manner in which the notice of redemption was given, that the Bonds Similarly Secured have not been redeemed.

Section 4.7. Payment Upon Redemption.

(a) The Trustee shall make provision for the payment of the Bonds Similarly Secured to be redeemed on such date by setting aside and holding in trust an amount from the Redemption Fund or otherwise received by the Trustee from the County and shall use such funds solely for the purpose of paying the Redemption Price on the Bonds Similarly Secured being redeemed.

(b) Upon presentation and surrender of any Bond Similarly Secured called for redemption at the designated corporate trust office of the Trustee on or after the date fixed for redemption, the Trustee shall pay the Redemption Price on such Bond Similarly Secured to the date of redemption from the moneys set aside for such purpose.

Section 4.8. Effect of Redemption.

Notice of redemption having been given as provided in Section 4.6 of this Indenture, the Bonds Similarly Secured or portions thereof called for redemption shall become due and payable on the date fixed for redemption provided that funds for the payment of the Redemption Price of such Bonds Similarly Secured to the date fixed for redemption are on deposit with the Trustee; thereafter, such Bonds Similarly Secured or portions thereof shall cease to bear interest from and after the date fixed for redemption, whether or not such Bonds Similarly Secured are presented and surrendered for payment on such date.

ARTICLE V

FORM OF THE BONDS SIMILARLY SECURED

Section 5.1. Form Generally.

(a) The Bonds Similarly Secured, including the Registration Certificate of the Comptroller of Public Accounts of the State of Texas, the Certificate of the Trustee, and the Assignment to appear on each of the Bond Similarly Secured s, (i) shall be, with respect to the Series 2022 Bonds substantially in the form set forth in Exhibit A to this Indenture with such appropriate insertions, omissions, substitutions, and other variations as are permitted or required by this Indenture, and, with respect to any other Bonds Similarly Secured, substantially in the form set forth in an exhibit to a Supplemental Indenture with such appropriate insertions, omissions, substitutions, and other variations as are permitted or required by this Indenture and (ii) may have such letters, numbers, or other marks of identification (including identifying numbers and letters of the Committee on Uniform Securities Identification Procedures of the American Bankers Association) and such legends and endorsements (including any reproduction of an opinion of counsel) thereon as, consistently herewith, may be determined by the County or by the officers executing such Bonds Similarly Secured, as evidenced by their execution thereof.

(b) Any portion of the text of any Bonds Similarly Secured may be set forth on the reverse side thereof, with an appropriate reference thereto on the face of the Bonds Similarly Secured.

(c) The definitive Bonds Similarly Secured shall be typewritten, printed, lithographed, or engraved, and may be produced by any combination of these methods or produced in any other similar manner, all as determined by the officers executing such Bonds Similarly Secured, as evidenced by their execution thereof.

(d) The Initial Bond submitted to the Attorney General of the State of Texas may be typewritten and photocopied or otherwise reproduced.

Section 5.2. CUSIP Registration.

The County may secure identification numbers through the CUSIP Services, managed by FactSet Research Systems Inc. on behalf of The American Bankers Association, New York, New York, and may authorize the printing of such numbers on the face of the Bonds Similarly Secured. It is expressly provided, however, that the presence or absence of CUSIP numbers on the Bonds shall be of no significance or effect as regards the legality thereof; and, none of the County, the Trustee, nor the attorneys approving said Bonds Similarly Secured as to legality are to be held responsible for CUSIP numbers incorrectly printed on the Bonds Similarly Secured. The Trustee may include in any redemption notice a statement to the effect that the CUSIP numbers on the Bonds Similarly Secured have been assigned by an independent service and are included in such notice solely for the convenience of the Owners of the Bonds Similarly Secured and that neither the County nor the Trustee shall be liable for any inaccuracies of such numbers.

Section 5.3. Legal Opinion.

The approving legal opinion of Bond Counsel may be printed on or attached to each Bond Similarly Secured over the certification of the County Clerk of the County, which may be executed in facsimile.

ARTICLE VI

FUNDS AND ACCOUNTS

Section 6.1. Establishment of Funds and Accounts.

(a) Creation of Funds. The following Funds are hereby created and established under this Indenture:

(i) Pledged Revenue Fund;

(ii) Bond Fund;

(iii) Project Fund;

(iv) Reserve Fund;

(v) Redemption Fund;

(vi) Rebate Fund;

(vii) Administrative Fund; and

(viii) Reimbursement Fund.

(b) Creation of Accounts.

(i) The following Accounts are hereby created and established under the Bond Fund:

(A) Principal and Interest Account.

(ii) The following Accounts are hereby created and established under the Reserve Fund:

(A) Reserve Account; and

(B) Additional Interest Reserve Account.

(iii) The following Accounts are hereby created and established under the Project Fund:

(A) Phase 3 Improvement Account;

(B) Phase 4 Improvement Account;

(C) Phase 5 Improvement Account;

(D) Phase 3 Costs of Issuance Account;

(E) Phase 4 Costs of Issuance Account; and

(F) Phase 5 Costs of Issuance Account.

(iv) The following Account is hereby created and established under the Pledged Revenue Fund:

(A) Bond Pledged Revenue Account.

(v) The following Accounts are hereby created and established under the Redemption Fund:

(A) Phase 3 Redemption Account;

(B) Phase 4 Redemption Account; and

(C) Phase 5 Redemption Account.

(vi) The following Accounts are hereby created and established under the Reimbursement Fund:

(A) Phase 3 Reimbursement Account;

(B) Phase 4 Reimbursement Account; and

(C) Phase 5 Reimbursement Account.

(c) Each Fund and each Account created within such Fund shall be maintained by the Trustee separate and apart from all other funds and accounts of the County. The Pledged Funds shall constitute trust funds which shall be held in trust by the Trustee as part of the Trust Estate solely for the benefit of the Owners of the Bonds Similarly Secured.

(d) Interest earnings and profit on each respective Fund and Account established by this Indenture shall be applied or withdrawn for the purposes of such Fund or Account as specified below.

(e) The Trustee may, from time to time, upon written direction from the County pursuant to a County Certificate, create additional Funds or Accounts hereunder as may be necessary for the receipt and application of the Assessment Revenues or the Administrative Expenses, to account properly for the payment of the Actual Costs of the Neighborhood Improvement Area #3 Improvements or to facilitate the payment or redemption of the Bonds Similarly Secured.

Section 6.2. Initial Deposits to Funds and Accounts.

(a) The proceeds from the sale of the Bonds shall be paid to the Trustee and deposited or transferred by the Trustee as follows:

(i) to the Capitalized Interest Account of the Bond Fund: $_____;

(ii) to the Reserve Account of the Reserve Fund: $_____;

(iii) to the Phase 3 Costs of Issuance Account of the Project Fund: $_____;

(iv) to the Phase 4 Costs of Issuance Account of the Project Fund: $_____;

(v) to the Phase 5 Costs of Issuance Account of the Project Fund: $_____;

(vi) to the Phase 3 Improvement Account of the Project Fund: $_____;

(vii) to the Phase 4 Improvement Account of the Project Fund: $_____;

(viii) to the Phase 5 Improvement Account of the Project Fund: $_____; and

(ix) to the Administrative Fund: $_____.

Section 6.3. Pledged Revenue Fund.

(a) On or before March 1, 2023 and on or before the first day of each month thereafter while the Bonds Similarly Secured are Outstanding, the County shall deposit or cause to be deposited the Assessment Revenues into the Pledged Revenue Fund. From amounts deposited into the Pledged Revenue Fund, the Trustee shall deposit or cause to be deposited Assessment Revenues in the following order of priority:

(i) first, to the Bond Pledged Revenue Account of the Pledged Revenue Fund in an amount sufficient to pay debt service on the Bonds Similarly Secured next coming due in such calendar year;

(ii) second to the Reserve Account of the Reserve Fund in an amount to cause the amount in the Reserve Account to equal the Reserve Account Requirement in accordance with Section 6.7 hereof;

(iii) third, to the Additional Interest Reserve Account in an amount equal to the Additional Interest collected, up to the Additional Interest Reserve Requirement;

(iv) fourth, to the Reimbursement Accounts on a pro rata basis to reimburse the Landowners for funds expended by the Landowners to pay Actual Costs of the Neighborhood Improvement Area #3 Improvements pursuant to, and as provided in, the PID Reimbursement Agreements; and

(v) fifth, as instructed by the County pursuant to a County Certificate, to pay other costs permitted by the PID Act.

Along with each deposit of Assessment Revenues to the Pledged Revenue Fund, the County shall provide a County Certificate to the Trustee identifying (i) the portions of the Assessment Revenues attributable to principal (including Sinking Fund Installments) and interest on the Bonds Similarly Secured, Additional Interest, Prepayments and Foreclosure Proceeds, (ii) the Funds and Accounts into which the amounts are to be deposited and (iii) the amounts of any payments to be made from such Funds and Accounts.

(b) From time to time as needed to pay the obligations relating to the Bonds Similarly Secured, but no later than five Business Days before each Interest Payment Date, the Trustee shall withdraw from the Bond Pledged Revenue Account and transfer to the Principal and Interest Account of the Bond Fund, an amount, taking into account any amounts then on deposit in such Principal and Interest Account and any expected transfers from the Capitalized Interest Account to the Principal and Interest Account, such that the amount on deposit in the Principal and Interest Account equals the principal (including any Sinking Fund Installments) and interest due on the Bonds Similarly Secured on the next Interest Payment Date.

(c) If, after the foregoing transfers and any transfer from the Reserve Fund as provided in Section 6.7 herein, there are insufficient funds to make the payments provided in paragraph (b) above, the Trustee shall apply the available funds in the Principal and Interest Account first to the payment of interest and then, to the payment of principal (including any

Sinking Fund Installments) on the Bonds Similarly Secured, as described in Section 11.4(a) hereof.

(d) Notwithstanding Section 6.3(a) hereof, the Trustee shall deposit Prepayments to the Pledged Revenue Fund and as soon as practicable after such deposit shall transfer such Prepayments to the Redemption Account(s) to which the Prepayments relate (i.e., if a Prepayment relates to an Assessed Parcel in Phase 3, such Prepayment shall be deposited into the Phase 3 Redemption Account).

(e) Notwithstanding Section 6.3(a) hereof, the Trustee shall deposit Foreclosure Proceeds to the Pledged Revenue Fund and as soon as practicable after such deposit shall transfer Foreclosure Proceeds first, to the Reserve Account to restore any transfers from the Reserve Account made with respect to the Assessed Parcel(s) to which the Foreclosure Proceeds relate, second, to the Additional Interest Reserve Account to restore any transfers from the Additional Interest Reserve Account made with respect to the Assessed Parcel(s) to which the Foreclosure Proceeds relate, and third to the Redemption Account(s) to which the Foreclosure Proceeds relate.

(f) Any additional Pledged Revenues remaining after the satisfaction of the foregoing shall be applied by the Trustee, as instructed by the County pursuant to a County Certificate, for any lawful purpose permitted by the PID Act for which such additional Pledged Revenues may be used, including transfers to other Funds and Accounts created pursuant to this Indenture.

Section 6.4. Bond Fund.

(a) On each Interest Payment Date, the Trustee shall withdraw from the Principal and Interest Account and transfer to the Paying Agent/Registrar the principal (including any Sinking Fund Installments) and/or interest then due and payable on the Bonds Similarly Secured, including any amount to be used to pay interest on the Bonds Similarly Secured on such Interest Payment Date transferred from the Capitalized Interest Account as provided below.

(b) If amounts in the Principal and Interest Account are insufficient for the purposes set forth in paragraph (a) above, the Trustee shall withdraw from the Reserve Fund amounts to cover the amount of such insufficiency in the order described in Section 6.7(g) hereof. Amounts so withdrawn from the Reserve Fund shall be deposited in the Principal and Interest Account and transferred to the Paying Agent/Registrar.

(c) Moneys in the Capitalized Interest Account shall be used for the payment of interest on the Series 2022 Bonds on the following date(s) and in the following amount(s):

Date	**Amount**
March 15, 2023	$

Not later than five Business Days prior to the Interest Payment Date specified above, the Trustee shall withdraw from the Capitalized Interest Account and transfer to the Principal and Interest Account of the Bond Fund the amounts specified above.

Any amounts on deposit to the Capitalized Interest Account after the payment of interest on the dates and in the amounts listed above shall be transferred to the Improvement Accounts

of the Project Fund on a pro rata basis, or if all of the Improvement Accounts of the Project Fund have been closed as provided herein, such amounts shall be transferred to the Redemption Accounts on a pro rata basis to be used to redeem Bonds Similarly Secured and the Capitalized Interest Account shall be closed.

Section 6.5. Project Fund.

(a) Disbursements from the Costs of Issuance Accounts of the Project Fund shall be made by the Trustee to pay costs of issuance of the Bonds Similarly Secured pursuant to one or more County Certificates.

(b) Money on deposit in the Phase 3 Improvement Account, Phase 4 Improvement Account and Phase 5 Improvement Account shall only be used to pay Actual Costs of the Phase 3 Improvements, Phase 4 Improvements and Phase 5 Improvements, respectively. Disbursements from the Phase 3 Improvement Account, Phase 4 Improvement Account and Phase 5 Improvement Account to pay Actual Costs shall be made by the Trustee upon receipt by the Trustee of a properly executed and completed Certificate for Payment in the form attached as Exhibit B hereto. The disbursement of funds from the Phase 3 Improvement Account, Phase 4 Improvement Account and Phase 5 Improvement Account shall be pursuant to and accordance with the disbursement procedures described in the applicable PID Reimbursement Agreement. Such provisions and procedures related to such disbursement contained in the PID Reimbursement Agreements, and no other provisions of the PID Reimbursement Agreements, are herein incorporated by reference and deemed set forth herein in full.

(c) If the County Representative determines in his or her sole discretion that amounts then on deposit in the Phase 3 Improvement Account are not expected to be expended for purposes of the Phase 3 Improvement Account due to the abandonment, or constructive abandonment, of the Phase 3 Improvements such that, in the opinion of the County Representative, it is unlikely that the amounts in the Phase 3 Improvement Account will ever be expended for the purposes of the Phase 3 Improvement Account and all outstanding amounts due to the Landowner to reimburse it under one or more approved Certificate for Payments pursuant to the terms of the applicable PID Reimbursement Agreement have been made, the County Representative shall file a County Certificate with the Trustee which identifies the amounts then on deposit in the Phase 3 Improvement Account that are not expected to be used for purposes of the Phase 3 Improvement Account. If such County Certificate is so filed, the amounts on deposit in the Phase 3 Improvement Account shall be transferred to the Phase 3 Redemption Account to redeem Bonds Similarly Secured on the earliest practicable date after notice of redemption has been provided in accordance with this Indenture and the Phase 3 Improvement Account shall be closed.

(d) If the County Representative determines in his or her sole discretion that amounts then on deposit in the Phase 4 Improvement Account are not expected to be expended for purposes of the Phase 4 Improvement Account due to the abandonment, or constructive abandonment, of the Phase 4 Improvements such that, in the opinion of the County Representative, it is unlikely that the amounts in the Phase 4 Improvement Account will ever be expended for the purposes of the Phase 4 Improvement Account and all outstanding amounts due to the Landowner to reimburse it under one or more approved Certificate for Payments pursuant to the terms of the applicable PID Reimbursement Agreement have been made, the County Representative shall file a County Certificate with the Trustee which identifies the amounts then on deposit in the Phase 4 Improvement Account that are not expected to be used for purposes of the Phase 4 Improvement Account. If such County

Certificate is so filed, the amounts on deposit in the Phase 4 Improvement Account shall be transferred to the Phase 4 Redemption Account to redeem Bonds Similarly Secured on the earliest practicable date after notice of redemption has been provided in accordance with this Indenture and the Phase 4 Improvement Account shall be closed.

(e) If the County Representative determines in his or her sole discretion that amounts then on deposit in the Phase 5 Improvement Account are not expected to be expended for purposes of the Phase 5 Improvement Account due to the abandonment, or constructive abandonment, of the Phase 5 Improvements such that, in the opinion of the County Representative, it is unlikely that the amounts in the Phase 5 Improvement Account will ever be expended for the purposes of the Phase 5 Improvement Account and all outstanding amounts due to the Landowner to reimburse it under one or more approved Certificate for Payments pursuant to the terms of the applicable PID Reimbursement Agreement have been made, the County Representative shall file a County Certificate with the Trustee which identifies the amounts then on deposit in the Phase 5 Improvement Account that are not expected to be used for purposes of the Phase 5 Improvement Account. If such County Certificate is so filed, the amounts on deposit in the Phase 5 Improvement Account shall be transferred to the Phase 5 Redemption Account to redeem Bonds Similarly Secured on the earliest practicable date after notice of redemption has been provided in accordance with this Indenture and the Phase 5 Improvement Account shall be closed.

(f) In making any determination pursuant to this Section, the County Representative may conclusively rely upon a certificate of an Independent Financial Consultant.

(g) Upon the filing of a County Certificate stating that all Phase 3 Improvements have been completed and that all Actual Costs of the Phase 3 Improvements have been paid, the Trustee (i) shall transfer the amount, if any, remaining within the Phase 3 Improvement Account to the Principal and Interest Account and (ii) the Phase 3 Improvement Account of the Project Fund shall be closed. Upon the filing of a County Certificate stating that all Phase 4 Improvements have been completed and that all Actual Costs of the Phase 4 Improvements have been paid, the Trustee (i) shall transfer the amount, if any, remaining within the Phase 4 Improvement Account to the Principal and Interest Account and (ii) the Phase 4 Improvement Account of the Project Fund shall be closed. Upon the filing of a County Certificate stating that all Phase 5 Improvements have been completed and that all Actual Costs of the Phase 5 Improvements have been paid, the Trustee (i) shall transfer the amount, if any, remaining within the Phase 5 Improvement Account to the Principal and Interest Account and (ii) the Phase 5 Improvement Account of the Project Fund shall be closed. If all of the Phase 3 Improvement Account, Phase 4 Improvement Account and Phase 5 Improvement Account have been closed pursuant to the provisions of Section 6.5 and all Costs of Issuance Accounts of the Project Fund has been closed pursuant to the provisions of Section 6.5(g), the Project Fund shall be closed.

(h) Not later than six months following the respective Closing Date, upon a determination by the County Representative that all costs of issuance of the applicable series of Bonds Similarly Secured have been paid, any amounts remaining in the Phase 3 Costs of Issuance Account, Phase 4 Costs of Issuance Account and Phase 5 Costs of Issuance Account shall be transferred to the Phase 3 Improvement Account, Phase 4 Improvement Account and Phase 5 Improvement Account, respectively, and used to pay Actual Costs or to the Principal and Interest Account of the Bond Fund and used to pay interest on the Bonds Similarly Secured, as directed by the County in a County Certificate filed with the Trustee, and the Costs of Issuance Accounts shall be closed.

Section 6.6. Redemption Fund.

(a) Subject to adequate amounts on deposit in the Pledged Revenue Fund, the Trustee shall cause to be deposited to the Redemption Accounts on a pro rata basis, from the Bond Pledged Revenue Account of the Pledged Revenue Fund, an amount sufficient to redeem Bonds Similarly Secured as provided in Sections 4.3 and 4.4 on the dates specified for redemption as provided in Sections 4.3 and 4.4. Amounts on deposit in the Redemption Fund shall be used and withdrawn by the Trustee to redeem Bonds Similarly Secured as provided in Article IV. Amounts on deposit in the Redemption Accounts of the Redemption Fund shall be aggregated to cause the redemption of Bonds Similarly Secured in accordance with this Indenture.

Section 6.7. Reserve Fund.

(a) The Reserve Account will initially be funded with a deposit of $_____ from the proceeds of the Series 2022 Bonds and the County agrees with the Owners of the Bonds Similarly Secured to accumulate from the deposits outlined in Section 6.3(a) hereof, and when accumulated, maintain in the Reserve Account of the Reserve Fund, an amount equal to not less than the Reserve Account Requirement except to the extent such deficiency is due to the application of Section 6.7(d) hereof. All amounts deposited in the Reserve Account shall be used and withdrawn by the Trustee for the purpose of making transfers to the Principal and Interest Account of the Bond Fund or the Redemption Fund as provided in this Indenture.

(b) The Trustee, if needed, will transfer from the Pledged Revenue Fund to the Additional Interest Reserve Account, to the extent that the Reserve Account contains the Reserve Account Requirement and funds are available after application of the deposit priority in Section 6.3(a) hereof, an amount equal to the Additional Interest until the Additional Interest Reserve Requirement has been accumulated in the Additional Interest Reserve Account. If the amount on deposit in the Additional Interest Reserve Account shall at any time be less than the Additional Interest Reserve Requirement, the Trustee shall notify the County, in writing, of the amount of such shortfall, and the County shall resume depositing the Additional Interest from the Pledged Revenue Fund into the Additional Interest Reserve Account until the Additional Interest Reserve Requirement has been accumulated in the Additional Interest Reserve Account; provided, however, that the County shall not be required to replenish the Additional Interest Reserve Account in the event funds are transferred from the Additional Interest Reserve Account to the Redemption Fund as a result of an extraordinary optional redemption of Bonds Similarly Secured from the proceeds of a Prepayment pursuant to Section 4.4 of this Indenture. If, after such deposits, there is surplus Additional Interest remaining, the Trustee shall transfer such surplus Additional Interest to the Redemption Accounts on a pro rata basis and shall notify the County of such transfer in writing.

(c) Whenever a transfer is made from an Account of the Reserve Fund to the Bond Fund due to a deficiency in the Bond Fund, the Trustee shall provide written notice thereof to the County, specifying the amount withdrawn and the source of said funds.

(d) Whenever Bonds Similarly Secured are to be redeemed with the proceeds of Prepayment(s) pursuant to Section 4.4, the Trustee shall transfer, on the Business Day prior to the redemption date (or on such other date as agreed to by the County and the Trustee), from the Reserve Account to the Redemption Account(s) to which the Prepayment(s) relate, an amount specified in a County Certificate to be applied to the redemption of the Bonds Similarly Secured. The amount so transferred from the Reserve Account shall be equal to the principal

amount of Bonds Similarly Secured to be redeemed with Prepayments multiplied by the lesser of: (i) the amount required to be in the Reserve Account divided by the principal amount of Outstanding Bonds Similarly Secured prior to the redemption, and (ii) the amount actually in the Reserve Account of the Reserve Fund divided by the principal amount of Outstanding Bonds Similarly Secured prior to the redemption. If after such transfer, and after applying investment earnings on the Prepayment(s) toward payment of accrued and unpaid interest to the date of redemption on the Bonds Similarly Secured to be redeemed, there are insufficient funds in the Redemption Fund, including all of the Accounts therein, to pay the principal amount plus accrued and unpaid interest to the date fixed for redemption of the Bonds Similarly Secured to be redeemed, as identified in a County Certificate, as a result of such Prepayment(s) and as a result of the transfer from the Reserve Account under this Section 6.7(d), the Trustee shall transfer an amount equal to the shortfall, or any additional amounts necessary to permit the Bonds Similarly Secured to be redeemed in minimum principal amounts of $1,000, from the Additional Interest Reserve Account to the Redemption Account(s) to which the Prepayment(s) relate to be applied to the redemption of the Bonds Similarly Secured.

(e) Whenever, on any Interest Payment Date, or on any other date at the written request of a County Representative, the amount in the Reserve Account exceeds the Reserve Account Requirement, the Trustee shall provide written notice to the County Representative of the amount of the excess. Such excess shall be transferred to the Principal and Interest Account to be used for the payment of debt service on the Bonds Similarly Secured on the next Interest Payment Date in accordance with Section 6.4 hereof, unless within 30 days of such notice to the County Representative, the Trustee receives a County Certificate instructing the Trustee to apply such excess: (i) to pay amounts due under Section 6.8 hereof; (ii) to the Improvement Accounts of the Project Fund on pro rata basis, to the extent such Accounts have not been closed, if such application and the expenditure of funds is expected to occur within three years of the date hereof; or (iii) for such other use specified in such County Certificate if the County receives a written opinion of counsel nationally recognized in the field of municipal bond law to the effect that such alternate use will not adversely affect the exemption from federal income tax of the interest on any Bond Similarly Secured.

(f) Whenever, on any Interest Payment Date, the amount on deposit in the Bond Fund is insufficient to pay the debt service on the Bonds Similarly Secured due on such date, the Trustee shall transfer first, from the Additional Interest Reserve Account, and second, from the Reserve Account to the Bond Fund the amounts necessary to cure such deficiency.

(g) At the final maturity of the Bonds Similarly Secured, the amount on deposit in the Reserve Account and the Additional Interest Reserve Account shall be transferred to the Principal and Interest Account of the Bond Fund and applied to the payment of the principal of the Bonds Similarly Secured.

(h) If, after a Reserve Account withdrawal pursuant to Section 6.7(f), the amount on deposit in the Reserve Account of the Reserve Fund is less than the Reserve Account Requirement, the Trustee shall transfer from the Pledged Revenue Fund to the Reserve Account of the Reserve Fund the amount of such deficiency, in accordance with Section 6.3.

(i) If the amount held in the Reserve Fund together with the amount held in the Bond Fund and Redemption Fund, including all Accounts therein, is sufficient to pay the principal amount and of all Outstanding Bonds Similarly Secured on the next Interest Payment Date, together with the unpaid interest accrued on such Bonds Similarly Secured as of such Interest Payment Date, the moneys shall be transferred to the Redemption Accounts on a pro

rata basis and thereafter used to redeem all Outstanding Bonds Similarly Secured as of such Interest Payment Date.

Section 6.8. Rebate Fund: Rebate Amount.

(a) There is hereby established a special fund of the County to be designated "Hays County, Texas, (La Cima PID) Rebate Fund" (the "Rebate Fund") to be held by the Trustee in accordance with the terms and provisions of this Indenture. Amounts on deposit in the Rebate Fund shall be used solely for the purpose of paying amounts relating to the Bonds Similarly Secured due the United States Government in accordance with the Code.

(b) In order to assure that the Rebate Amount is paid to the United States rather than to a third party, investments of funds on deposit in the Rebate Fund shall be made in accordance with the Code and each respective Tax Certificate.

(c) The Trustee conclusively shall be deemed to have complied with the provisions of this Section and shall not be liable or responsible if it follows the instructions of the County and shall not be required to take any action under this Section in the absence of written instructions from the County.

(d) If, on the date of each annual calculation, the amount on deposit in the Rebate Fund exceeds the Rebate Amount, the County may direct the Trustee, pursuant to a County Certificate, to transfer the amount in excess of the Rebate Amount to the Principal and Interest Account of the Bond Fund.

Section 6.9. Administrative Fund.

(a) The County shall deposit or cause to be deposited to the Administrative Fund the amounts collected each year to pay the Administrative Expenses and Delinquent Collection Costs.

(b) Moneys in the Administrative Fund shall be held by the Trustee separate and apart from the other Funds created and administered hereunder and used as directed by a County Certificate solely for the purposes set forth in the Service and Assessment Plan.

(c) The Administrative Fund shall not be part of the Trust Estate and shall not be security for the Bonds.

Section 6.10. Investment of Funds.

(a) Money in any Fund or Account established pursuant to this Indenture shall be invested by the Trustee as directed by the County pursuant to a County Certificate filed with the Trustee at least two days in advance of the making of such investment in time deposits or certificates of deposit secured in the manner required by law for public funds, or be invested in direct obligations of, including obligations the principal and interest on which are unconditionally guaranteed by, the United States of America, in obligations of any agencies or instrumentalities thereof, or in such other investments as are permitted under the Public Funds Investment Act, Texas Government Code, Chapter 2256, as amended, or any successor law, as in effect from time to time; provided that all such deposits and investments shall be made in such manner (which may include repurchase agreements for such investment with any primary dealer of such agreements) that the money required to be expended from any Fund will be

available at the proper time or times. Such investments shall be valued each year in terms of current market value as of September 30. For purposes of maximizing investment returns, to the extent permitted by law, money in such Funds may be invested in common investments of the kind described above, or in a common pool of such investments which shall be kept and held at an official depository bank, which shall not be deemed to be or constitute a commingling of such money or funds provided that safekeeping receipts or certificates of participation clearly evidencing the investment or investment pool in which such money is invested and the share thereof purchased with such money or owned by such Fund are held by or on behalf of each such Fund. If necessary, such investments shall be promptly sold in order to make the disbursements required or permitted by this Indenture or to prevent any default. In the absence of direction pursuant to a County Certificate, money in any Fund or Account established pursuant to this Indenture shall be invested in the Federated Treasury Obligations Fund (TOIXX), CUSIP No. 60934N500.

(b) Obligations purchased as an investment of moneys in any Fund or Account shall be deemed to be part of such Fund or Account, subject, however, to the requirements of this Indenture for transfer of interest earnings and profits resulting from investment of amounts in Funds and Accounts. Whenever in this Indenture any moneys are required to be transferred by the County to the Trustee, such transfer may be accomplished by transferring a like amount of Investment Securities.

(c) The Trustee and its affiliates may act as sponsor, advisor, depository, principal or agent in the acquisition or disposition of any investment. The Trustee shall have no investment discretion and the Trustee shall follow the written instruction of any County Certificate. The Trustee shall not incur any liability for losses arising from any investments made pursuant to this Section. The Trustee shall not be required to determine the suitability or legality of any investments.

(d) Investments in any and all Funds and Accounts may be commingled in a separate fund or funds for purposes of making, holding and disposing of investments, notwithstanding provisions herein for transfer to or holding in or to the credit of particular Funds or Accounts of amounts received or held by the Trustee hereunder, provided that the Trustee shall at all times account for such investments strictly in accordance with the Funds and Accounts to which they are credited and otherwise as provided in this Indenture.

(e) The Trustee will furnish the County monthly cash transaction statements which include detail for all investment transactions made by the Trustee hereunder; and, unless the Trustee receives a written request, the Trustee is not required to provide brokerage confirmations so long as the Trustee is providing such monthly cash transaction statements.

Section 6.11. Reimbursement Fund.

(a) Following all other deposits required to be made under this Indenture, the County shall deposit or cause to be deposited to the Reimbursement Accounts on a pro rata basis the portion of the Assessment Revenues remaining after such deposits have been made, up to the maximum amount in each year as set forth in the Service and Assessment Plan.

(b) Moneys in the Reimbursement Fund shall be held by the Trustee separate and apart from the other Funds created and administered hereunder. Money on deposit in the Phase 3 Reimbursement Account, Phase 4 Reimbursement Account and Phase 5 Reimbursement Account shall only be used to reimburse the Landowners for funds expended by the Landowners to pay Actual Costs of the Phase 3 Improvements, Phase 4 Improvements and Phase 5 Improvements, respectively, pursuant to, and as provided in, the PID

Reimbursement Agreements. Disbursements from the Reimbursement Accounts to pay Actual Costs of Neighborhood Improvement Area #3 Improvements shall be made by the Trustee upon receipt by the Trustee of a properly executed and completed Certificate for Payment; provided, however, that the Trustee shall not disburse any funds to the Landowners from any of the Reimbursement Accounts until all of the Improvement Accounts of the Project Fund have been fully depleted. When all amounts due to the Landowners to reimburse them under the terms of the PID Reimbursement Agreements have been paid to the Landowners, no further deposits shall be made to the Reimbursement Fund and the Reimbursement Fund, including all Accounts therein, shall be closed. Any excess funds that remain on deposit in the Reimbursement Accounts at the time the Reimbursement Fund is closed shall be transferred to the respective Redemption Account to be used to redeem Bonds Similarly Secured pursuant to Section 4.4 of this Indenture.

(c) The Reimbursement Fund shall not be part of the Trust Estate and shall not be security for the Bonds Similarly Secured.

Section 6.12. Advances from Available Funds.

(a) In the event of a delinquency in the payment of any installment of the Neighborhood Improvement Area #3 Assessment levied upon any property for the payment of the principal portion of an Annual Installment, the County may, but is not obligated to, be the purchaser of the delinquent property upon which any of said Neighborhood Improvement Area #3 Assessments are levied in like manner in which it may become the purchaser of property sold for the nonpayment of general ad valorem property taxes, and in the event the County does so become the purchaser of such property, shall pay and transfer and deposit into the Pledged Revenue Fund the amount of any remaining amount of unpaid Neighborhood Improvement Area #3 Assessment, delinquent Annual Installments and interest thereon. The County may also pay and transfer from available funds and deposit into the Pledged Revenue Fund, but shall not be so obligated, the amount of any such Neighborhood Improvement Area #3 Assessment pending redemption or sale. Any amounts so advanced by the County shall be recoverable upon sale or redemption of the property. The County shall not be obligated to advance available funds to cure any deficiency in the Pledged Revenue Fund, or any other Fund created hereunder, and has determined that it would not obligate itself to advance available funds from other funds of the County to cure any such deficiency.

Section 6.13. Security of Funds.

All Funds or Accounts heretofore created or reaffirmed, to the extent not invested as herein permitted, shall be secured in the manner and to the fullest extent required by law for the security of public funds, and such Funds or Accounts shall be used only for the purposes and in the manner permitted or required by this Indenture.

ARTICLE VII

COVENANTS

Section 7.1. Confirmation of Neighborhood Improvement Area #3 Assessments.

The County hereby confirms, covenants, and agrees that the Neighborhood Improvement Area #3 Assessments to be collected from the Assessed Parcels in Neighborhood Improvement Area #3 are as so reflected in the Service and Assessment Plan (as it may be

updated from time to time), and, in accordance with the Assessment Order, it has levied the Neighborhood Improvement Area #3 Assessments against the respective Assessed Parcels from which the Assessment Revenues will be collected and received.

Section 7.2. Collection and Enforcement of Neighborhood Improvement Area #3 Assessments.

(a) For so long as any Bonds Similarly Secured are Outstanding and/or amounts are due the Landowners to reimburse them for its funds it has contributed to pay costs of the Neighborhood Improvement Area #3 Improvements, the County covenants, agrees and warrants that it will take and pursue all actions permissible under Applicable Laws to cause the Neighborhood Improvement Area #3 Assessments to be collected and the liens thereof enforced continuously, in the manner and to the maximum extent permitted by Applicable Laws, and, to the extent permitted by Applicable Laws, to cause no reduction, abatement or exemption in the Neighborhood Improvement Area #3 Assessments.

(b) The County will determine or cause to be determined, no later than February 15 of each year, whether or not any Annual Installment is delinquent and, if such delinquencies exist, the County will order and cause to be commenced as soon as practicable any and all appropriate and legally permissible actions to obtain such Annual Installment, and any delinquent charges and interest thereon, including diligently prosecuting an action in district court to foreclose the currently delinquent Annual Installment. Notwithstanding the foregoing, the County shall not be required under any circumstances to purchase or make payment for the purchase of the delinquent Neighborhood Improvement Area #3 Assessment or the corresponding Assessed Parcel. Furthermore, nothing shall obligate the County, the County Attorney, or any appropriate designee to undertake collection or foreclosure actions against delinquent accounts in violation of applicable state law, court order, or existing contractual provisions between the County and its appropriate collections enforcement designees.

Section 7.3. Against Encumbrances.

(a) The County shall not create and, to the extent Pledged Revenues are received, shall not suffer to remain, any lien, encumbrance or charge upon the Trust Estate, or upon any other property pledged under this Indenture, except the pledge created for the security of the Bonds Similarly Secured, and other than a lien or pledge subordinate to the lien and pledge of such property related to the Bonds Similarly Secured.

(b) So long as Bonds Similarly Secured are Outstanding hereunder, the County shall not issue any bonds, notes or other evidences of indebtedness other than the Bonds Similarly Secured secured by any pledge of or other lien or charge on the Trust Estate or other property pledged under this Indenture, other than a lien or pledge subordinate to the lien and pledge of such property related to the Bonds Similarly Secured.

Section 7.4. Records, Accounts, Accounting Reports.

The County hereby covenants and agrees that so long as any of the Bonds Similarly Secured or any interest thereon remain Outstanding and unpaid, and/or the obligation to the Landowners to reimburse them for funds they have contributed to pay Actual Costs of the Neighborhood Improvement Area #3 Improvements remain outstanding and unpaid, it will keep and maintain a proper and complete system of records and accounts pertaining to the Neighborhood Improvement Area #3 Assessments. The Trustee and Owner or Owners of any

Bonds Similarly Secured or any duly authorized agent or agents of such Owners shall have the right at all reasonable times to inspect all such records, accounts, and data relating thereto, upon written request to the County by the Trustee or duly authorized representative, as applicable. The County shall provide the Trustee or duly authorized representative, as applicable, an opportunity to inspect such books and records relating to the Bonds Similarly Secured during the County's regular business hours and on a mutually agreeable date not later than 30 days after the County receives such request.

Section 7.5. Covenants to Maintain Tax-Exempt Status.

For any Bonds Similarly Secured or which the County intends that the interest on the Bonds Similarly Secured 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 Internal Revenue Code of 1986, as amended (the "Code"), and all applicable temporary, proposed and final regulations (the "Regulations") and procedures promulgated thereunder and applicable to the Bonds Similarly Secured, the County covenants that it will monitor and control the receipt, investment, expenditure and use of all gross proceeds of the Bonds Similarly Secured (including all property the acquisition, construction or improvement of which is to be financed directly or indirectly with the proceeds of the Bonds Similarly Secured) 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 Similarly Secured to be and remain excludable from the gross income, as defined in Section 61 of the Code, of the owners of the Bonds Similarly Secured for federal income tax purposes. Without limiting the generality of the foregoing, the County shall comply with each of the following covenants:

(a) The County will use all of the proceeds of the Bonds Similarly Secured to provide funds for the purposes described in Section 3.1 hereof. The County will not use any portion of the proceeds of the Bonds Similarly Secured to pay the principal of or interest or redemption premium on, any other obligation of the County or a related person.

(b) The County will not directly or indirectly take any action, or omit to take any action, which action or omission would cause the Bonds Similarly Secured to constitute "private activity bonds" within the meaning of Section 141(a) of the Code.

(c) Principal of and interest on the Bonds Similarly Secured will be paid solely from the Neighborhood Improvement Area #3 Assessments collected by the County and investment earnings on such collections.

(d) Based upon all facts and estimates now known or reasonably expected to be in existence on the date the Bonds Similarly Secured are delivered, the County reasonably expects that the proceeds of the Bonds Similarly Secured will not be used in a manner that would cause the Bonds Similarly Secured or any portion thereof to be an "arbitrage bond" within the meaning of Section 148 of the Code.

(e) At all times while the Bonds Similarly Secured are Outstanding, the County will identify and properly account for all amounts constituting gross proceeds of the Bonds Similarly Secured in accordance with the Regulations. The County will monitor the yield on the investments of the proceeds of the Bonds Similarly Secured 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 Similarly Secured. To the extent necessary to prevent the Bonds Similarly Secured 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 Similarly Secured to be less than the yield that is materially higher than the yield on the Bonds Similarly Secured.

(f) The County will not take any action or knowingly omit to take any action that, if taken or omitted, would cause the Bonds Similarly Secured to be treated as "federally guaranteed" obligations for purposes of Section 149(b) of the Code.

(g) The County represents that not more than 50% of the proceeds of the Bonds Similarly Secured 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 85% of the spendable proceeds of the Bonds Similarly Secured will be used to carry out the governmental purpose of the Bonds Similarly Secured within the three-year period beginning on the date of issue of the Bonds Similarly Secured.

(h) 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 Similarly Secured, 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 Similarly Secured 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 Similarly Secured 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 Similarly Secured 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.

(i) 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 Similarly Secured 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 Similarly Secured not been relevant to either party.

(j) 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 Similarly Secured on such form and in such place as the Secretary may prescribe.

(k) The County will not issue or use the Bonds Similarly Secured as part of an "abusive arbitrage device" (as defined in Section 1.148-10(a) of the Regulations). Without

limiting the foregoing, the Bonds Similarly Secured 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.

(l) Proper officers of the County charged with the responsibility for issuing the Bonds Similarly Secured 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 Similarly Secured 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 Similarly Secured, the County will take such actions as are necessary and appropriate to assure the continuous accuracy of the representations contained in such certificates.

(m) 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 Owners and bond counsel to the County.

(n) 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 Similarly Secured to be includable in gross income for federal income tax purposes under existing law.

(o) Notwithstanding any other provision of this Indenture, the County's representations and obligations under the covenants and provisions of this Section shall survive the defeasance and discharge of the Bonds Similarly Secured for as long as such matters are relevant to the exclusion of interest on the Bonds Similarly Secured from the gross income of the owners for federal income tax purposes.

(p) The County hereby directs and authorizes the County Judge, County Auditor, General Counsel to the Commissioners Court, or County Clerk, individually or jointly, to make elections permitted or required pursuant to the provisions of the Code or the Regulations, as they deem necessary or appropriate in connection with the Bonds Similarly Secured, in the Tax Certificate or similar or other appropriate certificate, form or document.

ARTICLE VIII

LIABILITY OF COUNTY

Neither the full faith and credit nor the general taxing power of the County is pledged to the payment of the Bonds Similarly Secured, and except for the Trust Estate, no County taxes, fee or revenues from any source are pledged to the payment of, or available to pay any portion of, the Bonds Similarly Secured or any other obligations relating to the District. The County shall never be liable for any obligations relating to the Bonds Similarly Secured or other obligations relating to the District, other than as specifically provided for in this Indenture.

The County shall not incur any responsibility in respect of the Bonds Similarly Secured or this Indenture other than in connection with the duties or obligations explicitly herein or in the Bonds Similarly Secured assigned to or imposed upon it. The County shall not be liable in connection with the performance of its duties hereunder, except for its own willful default or act

of bad faith. The County shall not be bound to ascertain or inquire as to the performance or observance of any of the terms, conditions covenants or agreements of the Trustee herein or of any of the documents executed by the Trustee in connection with the Bonds Similarly Secured, or as to the existence of a default or event of default thereunder.

In the absence of bad faith, the County may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, upon certificates or opinions furnished to the County and conforming to the requirements of this Indenture. The County shall not be liable for any error of judgment made in good faith unless it shall be proved that it was negligent in ascertaining the pertinent facts.

No provision of this Indenture, the Bonds Similarly Secured, the Assessment Order, or any agreement, document, instrument, or certificate executed, delivered or approved in connection with the issuance, sale, delivery, or administration of the Bonds Similarly Secured (collectively, the "Bond Documents"), shall require the County to expend or risk its own general funds or otherwise incur any financial liability (other than with respect to the Trust Estate and the Administrative Expenses) in the performance of any of its obligations hereunder, or in the exercise of any of its rights or powers, if in the judgment of the County there are reasonable grounds for believing that the repayment of such funds or liability is not reasonably assured to it.

Neither the Owners nor any other Person shall have any claim against the County or any of its officers, officials, agents, or employees for damages suffered as a result of the County's failure to perform in any respect any covenant, undertaking, or obligation under any Bond Documents or as a result of the incorrectness of any representation in, or omission from, any of the Bond Documents, except to the extent that any such claim relates to an obligation, undertaking, representation, or covenant of the County, in accordance with the Bond Documents and the PID Act. Any such claim shall be payable only from Trust Estate, the funds available for such payment in any of the Pledged Funds, if any, or the amounts collected to pay Administrative Expenses on deposit in the Administrative Fund. Nothing contained in any of the Bond Documents shall be construed to preclude any action or proceeding in any court or before any governmental body, agency, or instrumentality against the County or any of its officers, officials, agents, or employees to enforce the provisions of any of the Bond Documents or to enforce all rights of the Owners of the Bonds Similarly Secured by mandamus or other proceeding at law or in equity.

The County may rely on and shall be protected in acting or refraining from acting upon any notice, resolution, request, consent, order, certificate, report, warrant, bond, or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or proper parties. The County may consult with counsel with regard to legal questions, and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by it hereunder in good faith and in accordance therewith.

Whenever in the administration of its duties under this Indenture, the County shall deem it necessary or desirable that a matter be proved or established prior to taking or suffering any action hereunder, such matter (unless other evidence in respect thereof be herein specifically prescribed) may, in the absence of willful misconduct on the part of the County, be deemed to be conclusively proved and established by a certificate of the Trustee, an Independent Financial Consultant, an independent inspector or County Auditor or other person designated by the Commissioners Court to so act on behalf of the County, and such certificate shall be full warrant to the County for any action taken or suffered under the provisions of this Indenture upon the

faith thereof, but in its discretion the County may, in lieu thereof, accept other evidence of such matter or may require such additional evidence as to it may seem reasonable.

In order to perform its duties and obligations hereunder, the County may employ such persons or entities as it deems necessary or advisable. The County shall not be liable for any of the acts or omissions of such persons or entities employed by it in good faith hereunder, and shall be entitled to rely, and shall be fully protected in doing so, upon the opinions, calculations, determinations, and directions of such persons or entities.

ARTICLE IX

THE TRUSTEE

Section 9.1. Trustee as Registrar and Paying Agent.

The Trustee is hereby designated and agrees to act as Paying Agent /Registrar for and in respect to the Bonds Similarly Secured. The Trustee hereby accepts and agrees to execute the respective trusts imposed upon it by this Indenture, but only upon the express terms and conditions, and subject to the provisions of this Indenture to all of which the parties hereto and the Owners of the Bonds Similarly Secured agree. No implied covenants or obligations shall be read into this Indenture against the Trustee.

Section 9.2. Trustee Entitled to Indemnity.

The Trustee shall be under no obligation to spend its own funds, to institute any suit, or to undertake any proceeding under this Indenture, or to enter any appearance or in any way defend in any suit in which it may be made defendant, or to take any steps in the execution of the trusts hereby created or in the enforcement of any rights and powers hereunder, until it shall be indemnified, to the extent permitted by law, to its satisfaction against any and all costs and expenses, outlays, and counsel fees and other reasonable disbursements, and against all liability except as a consequence of its own negligence or willful misconduct; provided, however, that absent an Event of Default, the Trustee shall not request or require indemnification as a condition to making any deposits, payments or transfers when required hereunder, or to delivering any notice when required hereunder. Nevertheless, the Trustee may begin suit, or appear in and defend suit, or do anything else in its judgment proper to be done by it as the Trustee, without indemnity, and in such case the Trustee may make transfers from the Administrative Fund, and to the extent money in the Administrative Fund is insufficient, from the Pledged Revenue Fund, to pay all costs and expenses, outlays, and counsel fees and other reasonable disbursements properly incurred in connection therewith and shall, to the extent permitted by law, be entitled to a preference therefor over any Bonds Outstanding hereunder.

Section 9.3. Responsibilities of the Trustee.

The recitals contained in this Indenture and in the Bonds Similarly Secured shall be taken as the statements of the County and the Trustee assumes no responsibility for the correctness of the same. The Trustee makes no representations as to the validity or sufficiency of the offering documents, this Indenture, or the Bonds Similarly Secured or with respect to the security afforded by this Indenture, and the Trustee shall incur no liability with respect thereto. Except as otherwise expressly provided in this Indenture, the Trustee shall have no responsibility or duty with respect to: (i) the issuance of Bonds Similarly Secured for value; (ii) the application of the proceeds thereof, except to the extent that such proceeds are received by

it in its capacity as Trustee; (iii) the application of any moneys paid to the County or others in accordance with this Indenture, except as to the application of any moneys paid to it in its capacity as Trustee; or (iv) any calculation of arbitrage or rebate under the Code. The Trustee has the right to act through agents and attorneys and shall have no liability for the negligence or willful misconduct of the agents and attorneys appointed with due care.

The duties and obligations of the Trustee shall be determined by the express provisions of this Indenture, and the Trustee shall not be liable except for the performance of such duties and obligations as are specifically set forth in this Indenture. The permissive rights of the Trustee to do things enumerated in this Indenture shall not be construed as a duty and, with respect to such permissive rights, the Trustee shall not be answerable for other than its negligence or willful misconduct. The Trustee will, prior to any Event of Default and after curing of any Event of Default, perform such duties and only such duties as are specifically set forth herein. The Trustee will, during the existence of an Event of Default, exercise such rights and powers vested in it by this Indenture and use the same degree of care and skill in its exercise as a prudent person would exercise or use under the circumstances in the conduct of his or her own affairs.

The Trustee shall not be liable for any action taken or omitted by it in the performance of its duties under this Indenture, except for its own negligence or willful misconduct, both before and after default by the County. In no event shall the Trustee be liable for incidental, indirect, special or consequential damages in connection with or arising from this Indenture or for the existence, furnishing or use of the Neighborhood Improvement Area #3 Improvements.

The Trustee shall not be required to take notice, and shall not be deemed to have notice, of any default or Event of Default hereunder, unless the Trustee shall be notified specifically of the default or Event of Default in a written instrument or document delivered to it by the County or by the Owners of at least 51% of the aggregate principal amount of Bonds Similarly Secured then Outstanding. In the absence of delivery of a notice satisfying those requirements, the Trustee may assume conclusively that there is no default or Event of Default.

In case a default or an Event of Default has occurred and is continuing hereunder (of which the Trustee has been notified), the Trustee shall exercise those rights and powers vested in it by this Indenture and shall use the same degree of care and skill in its exercise, as a prudent man would exercise or use under the circumstances in the conduct of his own affairs.

Section 9.4. Property Held in Trust.

All moneys and securities held by the Trustee at any time pursuant to the terms of this Indenture shall be held by the Trustee in trust for the purposes and under the terms and conditions of this Indenture.

Section 9.5. Trustee Protected in Relying on Certain Documents.

The Trustee may rely upon any order, notice, request, consent, waiver, certificate, statement, affidavit, requisition, bond, or other document provided to the Trustee in accordance with the terms of this Indenture that it shall in good faith reasonably believe to be genuine and to have been adopted or signed by the proper board or Person or to have been prepared and furnished pursuant to any of the provisions of this Indenture, or upon the written opinion of any counsel, architect, engineer, insurance consultant, management consultant, or accountant believed by the Trustee to be qualified in relation to the subject matter, and the Trustee shall be

under no duty to make any investigation or inquiry into any statements contained or matters referred to in any such instrument. The Trustee may consult with counsel that is nationally recognized in the field of municipal bond law, who may or may not be Bond Counsel, and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken, suffered, or omitted to be taken by it in good faith and in accordance therewith. Any action taken by the Trustee pursuant to this Indenture upon the request or authority or consent of any person who, at the time of making such request, or giving such authority or consent to the Owner of any Bond Similarly Secured, shall be conclusive and binding upon all future owners of the same Bond Similarly Secured and upon Bonds Similarly Secured issued in exchange therefor and upon transfer or in place thereof.

Whenever the Trustee shall deem it necessary or desirable that a matter be proved or established prior to taking or suffering any action under this Indenture, such matter may be deemed to be conclusively proved and established by a County Certificate, unless other evidence in respect thereof be hereby specifically prescribed. Such County Certificate shall be full warrant for any action taken or suffered in good faith under the provisions hereof, but in its sole discretion the Trustee may in lieu thereof accept other evidence of such fact or matter or may require such further or additional evidence as it may deem reasonable. Except as otherwise expressly provided herein, any request, order, notice, or other direction required or permitted to be furnished pursuant to any provision hereof by the County to the Trustee shall be sufficiently executed if executed in the name of the County by the County Representative.

The Trustee shall not be under any obligation to see to the recording or filing of this Indenture, or otherwise to the giving to any Person of notice of the provisions hereof except as expressly required in Section 9.13 herein.

Section 9.6. Compensation.

Unless otherwise provided by contract with the Trustee, the Trustee shall transfer from the Administrative Fund, from time to time, reasonable compensation for all services rendered by it hereunder, including its services as Registrar and Paying Agent, together with all its reasonable expenses, charges, and other disbursements and those of its counsel, agents and employees, incurred in and about the administration and execution of the trusts hereby created and the exercise of its powers and the performance of its duties hereunder, subject to any limit on the amount of such compensation or recovery of expenses or other charges as shall be prescribed by specific agreement, and the Trustee shall have a lien therefor on any and all funds at any time held by it in the Administrative Fund. None of the provisions contained in this Indenture shall require the Trustee to expend or risk its own funds or otherwise incur financial liability in the performance of any of its duties or in the exercise of any of its rights or powers, if in the judgment of the Trustee there are reasonable grounds for believing that the repayment of such funds or liability is not reasonably assured to it. If the County shall fail to make any payment required by this Section, the Trustee may make such payment from any moneys in its possession in the Administrative Fund.

Section 9.7. Permitted Acts.

The Trustee and its directors, officers, employees, or agents may become the Owner of or may in good faith buy, sell, own, hold and deal in Bonds Similarly Secured and may join in any action that any Owner of Bonds Similarly Secured may be entitled to take as fully and with the same rights as if it were not the Trustee. The Trustee may act as depository, and permit any of its officers or directors to act as a member of, or in any other capacity with respect to, the

County or any committee formed to protect the rights of Owners or to effect or aid in any reorganization growing out of the enforcement of the Bonds Similarly Secured or this Indenture, whether or not such committee shall represent the Owners of a majority in aggregate principal amount of the Bonds Similarly Secured Outstanding.

Section 9.8. Resignation of Trustee.

The Trustee may at any time resign and be discharged of its duties and obligations hereunder by giving not fewer than 30 days' written notice, specifying the date when such resignation shall take effect, to the County and each Owner of any Outstanding Bond Similarly Secured. Such resignation shall take effect upon the appointment of a successor as provided in Section 9.10 and the acceptance of such appointment by such successor.

Section 9.9. Removal of Trustee.

The Trustee may be removed at any time by (i) the Owners of at least a majority of the aggregate Outstanding principal of the Bonds Similarly Secured by an instrument or concurrent instruments in writing signed and acknowledged by such Owners or by their attorneys-in-fact, duly authorized and delivered to the County, or (ii) so long as the County is not in default under this Indenture, the County. Copies of each such instrument shall be delivered by the County to the Trustee and any successor thereof. The Trustee may also be removed at any time for any breach of trust or for acting or proceeding in violation of, or for failing to act or proceed in accordance with, any provision of this Indenture with respect to the duties and obligations of the Trustee by any court of competent jurisdiction upon the application of the County or the Owners of not less than 10% of the aggregate Outstanding principal of the Bonds Similarly Secured.

Section 9.10. Successor Trustee.

If the Trustee shall resign, be removed, be dissolved, or become incapable of acting, or shall be adjudged as bankrupt or insolvent, or if a receiver, liquidator, or conservator of the Trustee or of its property shall be appointed, or if any public officer shall take charge or control of the Trustee or of its property or affairs, the position of the Trustee hereunder shall thereupon become vacant.

If the position of Trustee shall become vacant for any of the foregoing reasons or for any other reason, a successor Trustee may be appointed after any such vacancy shall have occurred by the Owners of at least 25% of the aggregate Outstanding principal of the Bonds Similarly Secured by an instrument or concurrent instruments in writing signed and acknowledged by such Owners or their attorneys-in-fact, duly authorized and delivered to such successor Trustee, with notification thereof being given to the predecessor Trustee and the County.

Until such successor Trustee shall have been appointed by the Owners of the Bonds Similarly Secured in accordance with the immediately preceding paragraph, the County shall forthwith (and in no event in excess of 30 days after such vacancy occurs) appoint a Trustee to act hereunder. Copies of any instrument of the County providing for any such appointment shall be delivered by the County to the Trustee so appointed. The County shall mail notice of any such appointment to each Owner of any Outstanding Bonds Similarly Secured within 30 days after such appointment. Any appointment of a successor Trustee made by the County immediately and without further act shall be superseded and revoked by an appointment subsequently made by the Owners of Bonds Similarly Secured.

If in a proper case no appointment of a successor Trustee shall be made within 45 days after the giving by any Trustee of any notice of resignation in accordance with Section 9.8 herein or after the occurrence of any other event requiring or authorizing such appointment, the Trustee or any Owner of Bonds Similarly Secured may apply to any court of competent jurisdiction for the appointment of such a successor, and the court may thereupon, after such notice, if any, as the court may deem proper, appoint such successor and the County shall be responsible for the costs of such appointment process. Any duties and obligations of such predecessor Trustee shall thereafter cease and terminate, and the payment of the fees and expenses owed to the predecessor Trustee shall be paid in full.

Any successor Trustee appointed under the provisions of this Section shall be a commercial bank or trust company or national banking association (i) having a capital and surplus and undivided profits aggregating at least $50,000,000, if there be such a commercial bank or trust company or national banking association willing and able to accept the appointment on reasonable and customary terms, and (ii) authorized by law to perform all the duties of the Trustee required by this Indenture.

Each successor Trustee shall mail, in accordance with the provisions of the Bonds Similarly Secured, notice of its appointment to the Trustee, any rating agency which, at the time of such appointment, is providing a rating on the Bonds Similarly Secured and each of the Owners of the Bonds Similarly Secured.

Section 9.11. Transfer of Rights and Property to Successor Trustee.

Any successor Trustee appointed under the provisions of Section 9.10 shall execute, acknowledge, and deliver to its predecessor and the County an instrument in writing accepting such appointment, and thereupon such successor, without any further act, deed, or conveyance, shall become fully vested with all moneys, estates, properties, rights, immunities, powers, duties, obligations, and trusts of its predecessor hereunder, with like effect as if originally appointed as Trustee. However, the Trustee then ceasing to act shall nevertheless, on request of the County or of such successor, execute, acknowledge, and deliver such instruments of conveyance and further assurance and do such other things as may reasonably be required for more fully and certainly vesting and confirming in such successor all the rights, immunities, powers, and trusts of such Trustee and all the right, title, and interest of such Trustee in and to the Trust Estate, and shall pay over, assign, and deliver to such successor any moneys or other properties subject to the trusts and conditions herein set forth. Should any deed, conveyance, or instrument in writing from the County be required by such successor for more fully and certainly vesting in and confirming to it any such moneys, estates, properties, rights, powers, duties, or obligations, any and all such deeds, conveyances, and instruments in writing, on request and so far as may be authorized by law, shall be executed, acknowledged, and delivered by the County.

Section 9.12. Merger, Conversion or Consolidation of Trustee.

Any corporation or association into which the Trustee may be merged or with which it may be consolidated or any corporation or association resulting from any merger, conversion or consolidation to which it shall be a party or any corporation or association to which the Trustee may sell or transfer all or substantially all of its corporate trust business shall be the successor to such Trustee hereunder, without any further act, deed or conveyance, provided that such corporation or association shall be a commercial bank or trust company or national banking

association qualified to be a successor to such Trustee under the provisions of Section 9.10, or a trust company that is a wholly-owned subsidiary of any of the foregoing.

Section 9.13. Security Interest in Trust Estate.

Chapter 1208, Texas Government Code, applies to the issuance of the Bonds Similarly Secured and the pledge of the Trust Estate provided for herein, and such pledge is, under current law, valid, effective and perfected. The County shall cause to be filed all appropriate initial financing statements, if any, to ensure that the Trustee (for the benefit of the Owners of the Bonds Similarly Secured) is granted a valid and perfected first priority lien on the entire Trust Estate. Nothing herein shall obligate the Trustee to file any initial financing statements. Upon the County's timely delivery of a copy of such filed initial financing statement, if any, to the Trustee, the Trustee shall file continuation statements of such initial financing statement.

Section 9.14. Construction of Indenture.

The Trustee may construe any of the provisions of this Indenture insofar as the same may appear to be ambiguous or inconsistent with any other provision hereof, and any construction of any such provisions hereof by the Trustee in good faith shall be binding upon the Owners of the Bonds Similarly Secured. Permissive rights of the Trustee are not to be construed as duties.

ARTICLE X

MODIFICATION OR AMENDMENT OF THIS INDENTURE

Section 10.1. Amendments Permitted.

This Indenture and the rights and obligations of the County and of the Owners of the Bonds Similarly Secured may be modified or amended at any time by a Supplemental Indenture, except as provided below, pursuant to the affirmative vote at a meeting of Owners of the Bonds Similarly Secured, or with the written consent without a meeting, of the Owners of at least 51% of the aggregate principal amount of the Bonds Similarly Secured then Outstanding. No such modification or amendment shall (i) extend the maturity of any Bond Similarly Secured or reduce the principal of or interest rate thereon, or otherwise alter or impair the obligation of the County to pay the principal of, and the interest and any premium on, any Bond Similarly Secured, without the express consent of the Owner of such Bond Similarly Secured, or (ii) permit the creation by the County of any pledge or lien upon the Trust Estate superior to the pledge and lien created for the benefit of the Bonds Similarly Secured, (iii) except for the issuance of Refunding Bonds or as otherwise permitted by this Indenture and Applicable Law, permit the creation by the County of any pledge or lien upon the Trust Estate, or any portion thereof, on a parity with the pledge and lien created for the benefit of the Bonds Similarly Secured, or (iv) reduce the percentage of the Owners of Bonds Similarly Secured required for the amendment of this Indenture. Any such amendment may not modify any of the rights or obligations of the Trustee without its written consent.

This Indenture and the rights and obligations of the County and of the Owners may also be modified or amended at any time by a Supplemental Indenture, without the consent of any Owners, only to the extent permitted by law and only for any one or more of the following purposes:

(i) to add to the covenants and agreements of the County in this Indenture contained, other covenants and agreements thereafter to be observed, or to limit or surrender any right or power herein reserved to or conferred upon the County;

(ii) to make modifications not adversely affecting any Outstanding Bonds Similarly Secured in any material respect;

(iii) to make such provisions for the purpose of curing any ambiguity, or of curing, correcting or supplementing any defective provision contained in this Indenture, or in regard to questions arising under this Indenture, as the County and the Trustee may deem necessary or desirable and not inconsistent with this Indenture, and that shall not adversely affect the rights of the Owners of the Bonds Similarly Secured;

(iv) to provide for the issuance of Refunding Bonds as set forth in Section 13.2 herein; and

(v) to make such additions, deletions or modifications as may be necessary or desirable to assure exemption from federal income taxation of interest on the Bonds Similarly Secured.

This Indenture and the rights and obligations of the County and of the Owners may also be modified or amended at any time by a Supplemental Indenture or by amending and restating this Indenture, without the consent of any Owners, to authorize Additional Bonds in accordance with the provisions of this Indenture.

Any modification or amendment made pursuant to this paragraph shall not be subject to the notice procedures specified in Section 10.3 below.

Section 10.2. Owners' Meetings.

The County may at any time call a meeting of the Owners of the Bonds Similarly Secured. In such event the County is authorized to fix the time and place of said meeting and to provide for the giving of notice thereof, and to fix and adopt reasonable rules and regulations for the conduct of said meeting; provided, however, that the same may not conflict with the terms of this Indenture. Without limiting the generality of the immediately preceding sentence, such rules and regulations may not reduce the percentage of Owners of Bonds Similarly Secured required for the amendment of this Indenture as provided herein.

Section 10.3. Procedure for Amendment with Written Consent of Owners.

The County and the Trustee may at any time adopt a Supplemental Indenture amending the provisions of the Bonds Similarly Secured or of this Indenture, to the extent that such amendment is permitted by Section 10.1 herein, to take effect when and as provided in this Section. A copy of such Supplemental Indenture, together with a request to Owners for their consent thereto, shall be mailed by first-class mail, by the Trustee to each Owner of Bonds Similarly Secured from whom consent is required under this Indenture, but failure to mail copies of such Supplemental Indenture and request shall not affect the validity of the Supplemental Indenture when assented to as in this Section provided.

Such Supplemental Indenture shall not become effective unless there shall be filed with the Trustee the written consents of the Owners as required by this Indenture and a notice shall

have been mailed as hereinafter in this Section provided and the County has delivered to the Trustee an opinion of Bond Counsel as set forth in Section 10.8 herein. Each such consent shall be effective only if accompanied by proof of ownership of the Bonds Similarly Secured for which such consent is given, which proof shall be such as is permitted by Section 11.6 herein. Any such consent shall be binding upon the Owner of the Bonds Similarly Secured giving such consent and on any subsequent Owner (whether or not such subsequent Owner has notice thereof), unless such consent is revoked in writing by the Owner giving such consent or a subsequent Owner by filing such revocation with the Trustee prior to the date when the notice hereinafter in this Section provided for has been mailed.

After the Owners of the required percentage of Bonds Similarly Secured shall have filed their consents to the Supplemental Indenture, the County shall mail a notice to the Owners in the manner hereinbefore provided in this Section for the mailing of the Supplemental Indenture, stating in substance that the Supplemental Indenture has been consented to by the Owners of the required percentage of Bonds Similarly Secured and will be effective as provided in this Section (but failure to mail copies of said notice shall not affect the validity of the Supplemental Indenture or consents thereto). Proof of the mailing of such notice shall be filed with the Trustee. A record, consisting of the papers required by this Section 10.3 to be filed with the Trustee, shall be proof of the matters therein stated until the contrary is proved. The Supplemental Indenture shall become effective upon the filing with the Trustee of the proof of mailing of such notice, and the Supplemental Indenture shall be deemed conclusively binding (except as otherwise hereinabove specifically provided in this Article) upon the County and the Owners of all Bonds Similarly Secured at the expiration of 60 days after such filing, except in the event of a final decree of a court of competent jurisdiction setting aside such consent in a legal action or equitable proceeding for such purpose commenced within such sixty-day period.

Section 10.4. Effect of Supplemental Indenture.

From and after the time any Supplemental Indenture becomes effective pursuant to this Article X, this Indenture shall be deemed to be modified and amended in accordance therewith, the respective rights, duties, and obligations under this Indenture of the County, the Trustee and all Owners of Bonds Similarly Secured Outstanding shall thereafter be determined, exercised and enforced hereunder subject in all respects to such modifications and amendments, and all the terms and conditions of any such Supplemental Indenture shall be deemed to be part of the terms and conditions of this Indenture for any and all purposes.

Section 10.5. Endorsement or Replacement of Bonds Similarly Secured Issued After Amendments.

The County may determine that Bonds Similarly Secured issued and delivered after the effective date of any action taken as provided in this Article X shall bear a notation, by endorsement or otherwise, in form approved by the County, as to such action. In that case, upon demand of the Owner of any Bond Similarly Secured Outstanding at such effective date and presentation of his Bond Similarly Secured for that purpose at the designated office of the Trustee or at such other office as the County may select and designate for that purpose, a suitable notation shall be made on such Bond Similarly Secured. The County may determine that new Bonds Similarly Secured, so modified as in the opinion of the County is necessary to conform to such Owners' action, shall be prepared, executed, and delivered. In that case, upon demand of the Owner of any Bonds Similarly Secured then Outstanding, such new Bonds Similarly Secured shall be exchanged at the designated office of the Trustee without cost to any

Owner, for Bonds Similarly Secured then Outstanding, upon surrender of such Bonds Similarly Secured.

Section 10.6. Amendatory Endorsement of Bonds Similarly Secured.

The provisions of this Article X shall not prevent any Owner from accepting any amendment as to the particular Bonds Similarly Secured held by such Owner, provided that due notation thereof is made on such Bonds Similarly Secured.

Section 10.7. Waiver of Default.

With the written consent of the Owners of at least 51% in aggregate principal amount of the Bonds Similarly Secured then Outstanding, the Owners may waive compliance by the County with certain past defaults under this Indenture and their consequences. Any such consent shall be conclusive and binding upon the Owners and upon all future Owners.

Section 10.8. Execution of Supplemental Indenture.

In executing, or accepting the additional trusts created by, any Supplemental Indenture permitted by this Article or the modification thereby of the trusts created by this Indenture, the Trustee shall receive, and shall be fully protected in relying upon, an opinion of Bond Counsel addressed to the Trustee and the County to the effect that such Supplemental Indenture is permitted by and in compliance with this Indenture and will not adversely affect the exclusion of interest on the Bonds Similarly Secured from gross income for purposes of federal income taxation. The Trustee may, but shall not be obligated to, enter into any such Supplemental Indenture which affects the Trustee's own rights, duties and immunities under this Indenture or otherwise.

ARTICLE XI

DEFAULT AND REMEDIES

Section 11.1. Events of Default.

(a) Each of the following occurrences or events shall be and is hereby declared to be an “Event of Default,” to wit:

(i) The failure of the County to deposit the Assessment Revenues to the Bond Pledged Revenue Account of the Pledged Revenue Fund;

(ii) The failure of the County to enforce the collection of the Neighborhood Improvement Area #3 Assessments, including the prosecution of foreclosure proceedings;

(iii) The failure to make payment of the principal of or interest on any of the Bonds Similarly Secured when the same becomes due and payable and such failure is not remedied within 30 days; provided, however, that the payments are to be made only from Pledged Revenues or other funds currently available in the Pledged Funds available to the County to make any such payment; and

(iv) Default in the performance or observance of any covenant, agreement or obligation of the County under this Indenture and the continuation thereof for a period of 90 days after written notice to the County by the Trustee, or by the Owners of at least

25% of the aggregate Outstanding principal of the Bonds Similarly Secured with a copy to the Trustee, specifying such default and requesting that the failure be remedied.

(b) Nothing in Section 11.1(a) will be an Event of Default if it is in violation of any applicable state law or court order. Nothing in (iii) above shall require the County to advance funds other than Pledged Revenues that have been received by the County or other funds available in the Pledged Funds to pay principal of or interest on the Bonds Similarly Secured.

Section 11.2. Immediate Remedies for Default.

(a) Subject to Article VIII, upon the happening and continuance of any of the Events of Default described in Section 11.1, the Trustee may, and at the written direction of the Owners of at least 25% of the Bonds Similarly Secured then Outstanding shall, proceed against the County for the purpose of protecting and enforcing the rights of the Owners under this Indenture, by action seeking mandamus or by other suit, action, or special proceeding in equity or at law, in any court of competent jurisdiction, for any relief to the extent permitted by this Indenture or by Applicable Laws, including, but not limited to, the specific performance of any covenant or agreement contained herein, or injunction; provided, however, that no action for money damages against the County may be sought or shall be permitted.

(b) THE PRINCIPAL OF THE BONDS SIMILARLY SECURED SHALL NOT BE SUBJECT TO ACCELERATION UNDER ANY CIRCUMSTANCES.

(c) If the assets of the Trust Estate are sufficient to pay all amounts due with respect to all Outstanding Bonds Similarly Secured, in the selection of Trust Estate assets to be used in the payment of Bonds Similarly Secured due under this Article, the County shall determine, in its absolute discretion, and shall instruct the Trustee by County Certificate, which Trust Estate assets shall be applied to such payment and shall not be liable to any Owner or other Person by reason of such selection and application. In the event that the County shall fail to deliver to the Trustee such County Certificate, the Trustee shall select and liquidate or sell Trust Estate assets as provided in the following paragraph, and shall not be liable to any Owner, or other Person, or the County by reason of such selection, liquidation or sale.

(d) Whenever moneys are to be applied pursuant to this Article XI, irrespective of and whether other remedies authorized under this Indenture shall have been pursued in whole or in part, the Trustee may cause any or all of the assets of the Trust Estate, including Investment Securities, to be sold. The Trustee may so sell the assets of the Trust Estate and all right, title, interest, claim and demand thereto and the right of redemption thereof, in one or more parts, at any such place or places, and at such time or times and upon such notice and terms as the Trustee may deem appropriate and as may be required by law and apply the proceeds thereof in accordance with the provisions of this Section. Upon such sale, the Trustee may make and deliver to the purchaser or purchasers a good and sufficient assignment or conveyance for the same, which sale shall be a perpetual bar both at law and in equity against the County, and all other Persons claiming such properties. No purchaser at any sale shall be bound to see to the application of the purchase money proceeds thereof or to inquire as to the authorization, necessity, expediency, or regularity of any such sale. Nevertheless, if so requested by the Trustee, the County shall ratify and confirm any sale or sales by executing and delivering to the Trustee or to such purchaser or purchasers all such instruments as may be necessary or, in the reasonable judgment of the Trustee, proper for the purpose which may be designated in such request.

Section 11.3. Restriction on Owner's Action.

(a) No Owner shall have any right to institute any action, suit or proceeding at law or in equity for the enforcement of this Indenture or for the execution of any trust thereof or any other remedy hereunder, unless (i) a default has occurred and is continuing of which the Trustee has been notified in writing, (ii) such default has become an Event of Default and the Owners of not less than 25% of the aggregate principal amount of the Bonds then Outstanding have made written request to the Trustee and offered it reasonable opportunity either to proceed to exercise the powers hereinbefore granted or to institute such action, suit or proceeding in its own name, (iii) the Owners have furnished to the Trustee indemnity as provided in Section 9.2 herein, (iv) the Trustee has for 90 days after such notice failed or refused to exercise the powers hereinbefore granted, or to institute such action, suit, or proceeding in its own name, (v) no written direction inconsistent with such written request has been given to the Trustee during such 90-day period by the Owners of at least 51% of the aggregate principal amount of the Bonds Similarly Secured then Outstanding, and (vi) notice of such action, suit or proceeding is given to the Trustee in writing; however, no one or more Owners of the Bonds shall have any right in any manner whatsoever to affect, disturb, or prejudice this Indenture by its, his or their action or to enforce any right hereunder except in the manner provided herein, and that all proceedings at law or in equity shall be instituted and maintained in the manner provided herein and for the equal benefit of the Owners of all Bonds Similarly Secured then Outstanding. The notification, request and furnishing of indemnity set forth above shall, at the option of the Trustee, be conditions precedent to the execution of the powers and trusts of this Indenture and to any action or cause of action for the enforcement of this Indenture or for any other remedy hereunder.

(b) Subject to Article VIII, nothing in this Indenture shall affect or impair the right of any Owner to enforce, by action at law, payment of any Bond Similarly Secured at and after the maturity thereof, or on the date fixed for redemption or the obligation of the County to pay each Bond Similarly Secured issued hereunder to the respective Owners thereof at the time and place, from the source and in the manner expressed herein and in the Bonds Similarly Secured.

(c) In case the Trustee or any Owners shall have proceeded to enforce any right under this Indenture and such proceedings shall have been discontinued or abandoned for any reason or shall have been determined adversely to the Trustee or any Owners, then and in every such case the County, the Trustee and the Owners shall be restored to their former positions and rights hereunder, and all rights, remedies and powers of the Trustee shall continue as if no such proceedings had been taken.

Section 11.4. Application of Revenues and Other Moneys After Default.

(a) All moneys, securities, funds and Pledged Revenues, Pledged Funds and other assets of the Trust Estate and the income therefrom received by the Trustee pursuant to any right given or action taken under the provisions of this Article shall, after payment of the cost and expenses of the proceedings resulting in the collection of such amounts, the expenses (including its counsel fees, costs and expenses), liabilities, and advances incurred or made by the Trustee and the fees of the Trustee in carrying out this Indenture, during the continuance of an Event of Default, notwithstanding Section 11.2 hereof, be applied by the Trustee, on behalf of the County, to the payment of interest and principal or Redemption Price then due on Bonds Similarly Secured, as follows:

(i) FIRST: To the payment to the Owners entitled thereto all installments of interest then due in the direct order of maturity of such installments, and, if the amount available shall not be sufficient to pay in full any installment, then to the payment thereof ratably, according to the amounts due on such installment, to the Owners entitled thereto, without any discrimination or preference; and

(ii) SECOND: To the payment to the Owners entitled thereto of the unpaid principal of Outstanding Bonds Similarly Secured, or Redemption Price of any Bonds Similarly Secured which shall have become due, whether at maturity or by call for redemption, in the direct order of their due dates and, if the amounts available shall not be sufficient to pay in full all the Bonds Similarly Secured due on any date, then to the payment thereof ratably, according to the amounts of principal or Redemption Price due and to the Owners entitled thereto, without any discrimination or preference.

Within ten days of receipt of such good and available funds, the Trustee may fix a record and payment date for any payment to be made to Owners pursuant to this Section 11.4.

(b) In the event funds are not adequate to cure any of the Events of Default described in Section 11.1, the available funds shall be allocated to the Bonds Similarly Secured that are Outstanding in proportion to the quantity of Bonds Similarly Secured that are currently due and in default under the terms of this Indenture.

(c) The restoration of the County to its prior position after any and all defaults have been cured, as provided in Section 11.3, shall not extend to or affect any subsequent default under this Indenture or impair any right consequent thereon.

Section 11.5. Effect of Waiver.

No delay or omission of the Trustee, or any Owner, to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein; and every power and remedy given by this Indenture to the Trustee or the Owners, respectively, may be exercised from time to time and as often as may be deemed expedient.

The Trustee, if previously directed in writing by Owners of at least a majority of the aggregate principal amount of the Bonds Similarly Secured then Outstanding, shall waive any Event of Default hereunder and its consequences.

Section 11.6. Evidence of Ownership of Bonds Similarly Secured.

(a) Any request, consent, revocation of consent or other instrument which this Indenture may require or permit to be signed and executed by the Owners of Bonds Similarly Secured may be in one or more instruments of similar tenor, and shall be signed or executed by such Owners in person or by their attorneys duly appointed in writing. Proof of the execution of any such instrument, or of any instrument appointing any such attorney, or the holding by any Person of the Bonds Similarly Secured shall be sufficient for any purpose of this Indenture (except as otherwise herein expressly provided) if made in the following manner:

(i) The fact and date of the execution of such instruments by any Owner of Bonds Similarly Secured or the duly appointed attorney authorized to act on behalf of such Owner may be provided by a guarantee of the signature thereon by a bank or trust company or by the certificate of any notary public or other officer authorized to take

acknowledgments of deeds, that the Person signing such request or other instrument acknowledged to him the execution thereof, or by an affidavit of a witness of such execution, duly sworn to before such notary public or other officer. Where such execution is by an officer of a corporation or association or a member of a partnership, on behalf of such corporation, association or partnership, such signature guarantee, certificate, or affidavit shall also constitute sufficient proof of his authority.

(ii) The ownership of Bonds Similarly Secured and the amount, numbers and other identification and date of holding the same shall be proved by the Register.

(b) Except as otherwise provided in this Indenture with respect to revocation of a consent, any request or consent by an Owner of Bonds Similarly Secured shall bind all future Owners of the same Bonds Similarly Secured in respect of anything done or suffered to be done by the County or the Trustee in accordance therewith.

Section 11.7. No Acceleration.

In the event of the occurrence of an Event of Default under Section 11.1 hereof, the right of acceleration of any Stated Maturity is not granted as a remedy hereunder and the right of acceleration under this Indenture is expressly denied.

Section 11.8. Mailing of Notice.

Any provision in this Article for the mailing of a notice or other document to Owners shall be fully complied with if it is mailed, first class postage prepaid, only to each Owner at the address appearing upon the Register.

Section 11.9. Exclusion of Bonds Similarly Secured.

Bonds Similarly Secured owned or held by or for the account of the County shall be promptly delivered to the Trustee and cancelled. Such Bonds Similarly Secured will not be deemed Outstanding for any purpose, including without limitation, the purpose of consent or other action or any calculation of Outstanding Bonds Similarly Secured provided for in this Indenture, and the County shall not be entitled with respect to such Bonds Similarly Secured to give any consent or take any other action provided for in this Indenture.

Section 11.10. Remedies Not Exclusive.

No remedy herein conferred upon or reserved to the Trustee or to the Owners is intended to be exclusive of any other remedy and each and every such remedy shall be cumulative and shall be in addition to any other remedy given hereunder or now or hereafter existing at law or in equity, by statute or by contract.

Section 11.11. Direction by Owners.

Anything herein to the contrary notwithstanding, the Owners of at least a majority of the aggregate principal amount of the Bonds Similarly Secured Outstanding shall have the right by an instrument in writing executed and delivered to the Trustee, to direct the choice of remedies and the time, method and place of conducting any proceeding for any remedy available to the Trustee hereunder, under each Supplemental Indenture or otherwise, or exercising any trust or power conferred upon the Trustee, including the power to direct or withhold directions with

respect to any remedy available to the Trustee or the Owners, provided, (i) such direction shall not be otherwise than in accordance with law and the provisions hereof, (ii) that the Trustee may take any other action deemed proper by the Trustee which is not inconsistent with such direction, and (iii) that the Trustee shall have the right to decline to follow any such direction which in the opinion of the Trustee would be unjustly prejudicial to Owners not parties to such direction.

ARTICLE XII

GENERAL COVENANTS AND REPRESENTATIONS

Section 12.1. Representations as to Trust Estate.

(a) The County represents and warrants that it is authorized by Applicable Laws to authorize and issue the Bonds Similarly Secured, to execute and deliver this Indenture and to pledge the Trust Estate in the manner and to the extent provided in this Indenture, and that the Pledged Revenues and the Trust Estate are and will be and remain free and clear of any pledge, lien, charge, or encumbrance thereon or with respect thereto prior to, or of equal rank with, the pledge and lien created in or authorized by this Indenture except as expressly provided herein.

(b) The County shall at all times, to the extent permitted by Applicable Laws, defend, preserve and protect the pledge of the Trust Estate and all the rights of the Owners and the Trustee, under this Indenture against all claims and demands of all Persons whomsoever.

(c) The County will take all steps reasonably necessary and appropriate, and will direct the Trustee to take all steps reasonably necessary and appropriate, to collect all delinquencies in the collection of the Neighborhood Improvement Area #3 Assessments and any other amounts pledged to the payment of the Bonds Similarly Secured to the fullest extent permitted by the PID Act and other Applicable Laws.

(d) To the extent permitted by law, notice of the Annual Installments shall be sent by, or on behalf of the County, to the affected property owners on the same statement or such other mechanism that is used by the County, so that such Annual Installments are collected simultaneously with ad valorem taxes and shall be subject to the same penalties, procedures, and foreclosure sale in case of delinquencies as are provided for ad valorem taxes of the County.

Section 12.2. Accounts, Periodic Reports and Certificates.

The Trustee shall keep or cause to be kept proper books of record and account (separate from all other records and accounts) in which complete and correct entries shall be made of its transactions relating to the Funds and Accounts established by this Indenture and which shall at all times be subject to inspection by the County, and the Owner or Owners of not less than 10% in principal amount of any Bonds Similarly Secured then Outstanding or their representatives duly authorized in writing.

Section 12.3. General.

The County shall do and perform or cause to be done and performed all acts and things required to be done or performed by or on behalf of the County under the provisions of this Indenture.

Section 12.4. No Israel Boycott.

To the extent this Indenture constitutes a contract for goods or services for which a written verification is required under Section 2271.002, Texas Government Code, the Trustee hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and will not boycott Israel during the term of this Indenture. 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 Federal or Texas law. As used in the foregoing verification, "boycott Israel," a term defined in Section 2271.001, Texas Government Code, by reference to Section 808.001(1), Texas Government Code, means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

Section 12.5. No Terrorist Organization.

The Trustee 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 County to comply with Section 2252.152, Texas Government Code, as amended, and to the extent such section does not contravene applicable Texas or federal law and excludes the Trustee 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.

Section 12.6. No Discrimination Against Fossil-Fuel Companies.

To the extent this Indenture 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 Trustee 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 Indenture. 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 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.

Section 12.7. No Discrimination Against Firearm Entities and Firearm Trade Associations.

To the extent this Indenture 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 Trustee 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 Indenture. 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 Federal or Texas law. As used in the foregoing verification and the following definitions,

(a) "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,

(b) "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

(c) "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.

Section 12.8. Affiliate.

As used in Sections 12.4 through 12.7, the Trustee understands "affiliate" to mean any entity that controls, is controlled by, or is under common control with the Trustee within the meaning of SEC Rule 133(f), 17. C.F.R. § 230.133(f), and exists to make a profit.

Section 12.9. Disclosure of Interested Parties.

Pursuant to Section 2252.908(c)(4), Texas Government Code, as amended, the Trustee hereby represents that it is a publicly traded business entity or a wholly owned direct or indirect subsidiary of a publicly traded business entity and is not required to file a Certificate of Interested Parties Form 1295 related to this Indenture.

ARTICLE XIII

SPECIAL COVENANTS

Section 13.1. Further Assurances; Due Performance.

(a) At any and all times the County will duly execute, acknowledge and deliver, or will cause to be done, executed and delivered, all and every such further acts, conveyances, transfers, and assurances in a manner as the Trustee shall reasonably require for better conveying, transferring, pledging, and confirming unto the Trustee, all and singular, the revenues, Funds, Accounts and properties constituting the Pledged Revenues, and the Trust Estate hereby transferred and pledged, or intended so to be transferred and pledged.

(b) The County will duly and punctually keep, observe and perform each and every term, covenant and condition on its part to be kept, observed and performed, contained in this Indenture.

Section 13.2. Additional Obligations or Other Liens; Additional Bonds.

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

(b) Other than Refunding Bonds and Additional Bonds, the County will not create or voluntarily permit to be created any debt, lien or charge on the Trust Estate, and will not do or

omit to do or suffer to be or omitted to be done any matter or things whatsoever whereby the lien of this Indenture or the priority hereof might or could be lost or impaired; and further covenants that it will pay or cause to be paid or will make adequate provisions for the satisfaction and discharge of all lawful claims and demands which if unpaid might by law be given precedence over or any equality with this Indenture as a lien or charge upon the Trust Estate; provided, however, that nothing in this Section shall require the County to apply, discharge, or make provision for any such lien, charge, claim, or demand so long as the validity thereof shall be contested by it in good faith, unless thereby, in the opinion of Bond Counsel or counsel to the Trustee, the same would endanger the security for the Bonds Similarly Secured.

(c) Additionally, the County has reserved the right to issue bonds or other obligations secured by and payable from Pledged Revenues so long as such pledge is subordinate to the pledge of the Pledged Revenues securing payment of the Bonds Similarly Secured.

(d) Notwithstanding anything to the contrary herein, no Refunding Bonds or subordinate obligations described by Section 13.2(c) above may be issued by the County unless: (1) the principal (including any principal amounts to be redeemed on a mandatory sinking fund redemption date) of such Refunding Bonds or subordinate obligations are scheduled to mature on September 15 of the years in which principal is scheduled to mature and (2) the interest on such Refunding Bonds or subordinate obligations must be scheduled to be paid on March 15 and September 15 of the years in which interest is scheduled to be paid.

(e) The County reserves the right to issue Additional Bonds, but shall be under no obligation to issue Additional Bonds, for the purpose of financing the costs of the Neighborhood Improvement Area #3 Improvements as described in the Service and Assessment Plan, subject to the conditions set forth below:

(i) The Trustee shall receive a certificate from the County Representative certifying that the County is not in default in the performance and observance of any of the terms, provisions and conditions applicable to the County contained in this Indenture or any other indenture of trust authorizing the issuance of PID Bonds for the District;

(ii) The Trustee shall receive a certificate from the Administrator certifying that the Developer and the Landowners are not delinquent on any Neighborhood Improvement Area #3 Assessments, ad valorem taxes (other than any ad valorem taxes being contested in good faith) or fees due to the County or any other funds or commitments to the County related to projects of the Developer or the Landowners located in the District;

(iii) The Trustee and the County shall receive a certificate from the Developer, through an authorized representative, certifying that (1) the Developer and the Landowners, as the case may be, are not in material default beyond any applicable notice and cure period in the performance and observance of any of the terms, provisions and conditions applicable to the Developer or the Landowners contained in the PID Reimbursement Agreements, any financing agreement or development agreement entered into by the Developer or the Landowners related to the District, or any continuing disclosure agreement entered into by the Developer or the Landowners relating to any PID Bonds, unless any defaults under the foregoing agreements shall have been cured, and (2) all Neighborhood Improvement Area #3 Improvements have

been completed in a manner consistent with the Service and Assessment Plan and have been dedicated to and accepted by the applicable entity;

(iv) The Trustee and the County shall receive a certificate from the Developer certifying that (1) certificates of occupancy have been issued for at least 25% of the homes in Phase 3 of Neighborhood Improvement Area #3 and at least 10% of the homes in Phase 4 of Neighborhood Improvement Area #3 and (2) the foundation has been completed for at least 25% of the homes in Phase 5 of Neighborhood Improvement Area #3;

(v) All of Neighborhood Improvement Area #3 has been annexed by the City of San Marcos, Texas;

(vi) (The principal (including any principal amounts to be redeemed on a mandatory sinking fund redemption date) of such Additional Bonds are scheduled to mature on September 15 of the years in which principal is scheduled to mature and the interest on such Additional Bonds must be scheduled to be paid on March 15 and September 15 of the years in which interest is scheduled to be paid; and

(vii) The Reserve Account Requirement shall be increased by an amount equal to no less than 50% of the Maximum Annual Debt Service on the proposed Additional Bonds to be issued as of the Closing Date therefor and such amount shall be deposited as of the same.

Section 13.3. Books of Record.

(a) The County shall cause to be kept full and proper books of record and accounts, in which full, true and proper entries will be made of all dealing, business and affairs of the County, which relate to the Trust Estate and the Bonds Similarly Secured.

(b) The Trustee shall have no responsibility with respect to the financial and other information received by it pursuant to this Section 13.3 except to receive and retain same, subject to the Trustee's document retention policies, and to distribute the same in accordance with the provisions of this Indenture. Specifically, but without limitation, the Trustee shall have no duty to review such information, is not considered to have notice of the contents of such information or a default based on such contents, and has no duty to verify the accuracy of such information.

ARTICLE XIV

PAYMENT AND CANCELLATION OF THE BONDS SIMILARLY SECURED AND SATISFACTION OF THE INDENTURE

Section 14.1. Trust Irrevocable.

The trust created by the terms and provisions of this Indenture is irrevocable until the Bonds Similarly Secured secured hereby are fully paid or provision is made for their payment as provided in this Article.

Section 14.2. Satisfaction of Indenture.

If the County shall pay or cause to be paid, or there shall otherwise be paid to the Owners, principal of and interest on all of the Bonds Similarly Secured, at the times and in the manner stipulated in this Indenture, and all amounts due and owing with respect to the Bonds Similarly Secured have been paid or provided for, then the pledge of the Trust Estate and all covenants, agreements, and other obligations of the County to the Owners of such Bonds Similarly Secured, shall thereupon cease, terminate, and become void and be discharged and satisfied. In such event, the Trustee shall execute and deliver to the County copies of all such documents as it may have evidencing that principal of and interest on all of the Bonds Similarly Secured has been paid so that the County may determine if the Indenture is satisfied; if so, the Trustee shall pay over or deliver all moneys held by it in the in Funds and Accounts held hereunder to the Person entitled to receive such amounts, or, if no Person is entitled to receive such amounts, then to the County.

Section 14.3. Bonds Similarly Secured Deemed Paid.

All Outstanding Bonds Similarly Secured shall, prior to the Stated Maturity or redemption date thereof, be deemed to have been paid and to no longer be deemed Outstanding if (i) in case any such Bonds Similarly Secured are to be redeemed on any date prior to their Stated Maturity, the Trustee shall have given notice of redemption on said date as provided herein, (ii) there shall have been deposited with the Trustee either moneys in an amount which shall be sufficient, or Defeasance Securities the principal of and the interest on which when due will provide moneys which, together with any moneys deposited with the Trustee at the same time, shall be sufficient to pay when due the principal of and interest on of the Bonds Similarly Secured to become due on such Bonds Similarly Secured on and prior to the redemption date or maturity date thereof, as the case may be, (iii) the Trustee shall have received a report by an independent certified public accountant selected by the County verifying the sufficiency of the moneys or Defeasance Securities deposited with the Trustee to pay when due the principal of and interest on of the Bonds Similarly Secured to become due on such Bonds Similarly Secured on and prior to the redemption date or maturity date thereof, as the case may be, and (iv) if the Bonds Similarly Secured are then rated, the Trustee shall have received written confirmation from each rating agency that such deposit will not result in the reduction or withdrawal of the rating on the Bonds Similarly Secured. Neither Defeasance Securities nor moneys deposited with the Trustee pursuant to this Section nor principal or interest payments on any such Defeasance Securities shall be withdrawn or used for any purpose other than, and shall be held in trust for, the payment of the principal of and interest on the Bonds Similarly Secured. Any cash received from such principal of and interest on such Defeasance Securities deposited with the Trustee, if not then needed for such purpose, shall, be reinvested in Defeasance Securities as directed in writing by the County maturing at times and in amounts sufficient to pay when due the principal of and interest on the Bonds Similarly Secured on and prior to such redemption date or maturity date thereof, as the case may be. Any payment for Defeasance Securities purchased for the purpose of reinvesting cash as aforesaid shall be made only against delivery of such Defeasance Securities.

ARTICLE XV

MISCELLANEOUS

Section 15.1. Benefits of Indenture Limited to Parties.

Nothing in this Indenture, expressed or implied, is intended to give to any Person other than the County, the Trustee and the Owners, any right, remedy, or claim under or by reason of this Indenture. Any covenants, stipulations, promises or agreements in this Indenture by and on behalf of the County shall be for the sole and exclusive benefit of the Owners and the Trustee.

Section 15.2. Successor is Deemed Included in All References to Predecessor.

Whenever in this Indenture or any Supplemental Indenture either the County or the Trustee is named or referred to, such reference shall be deemed to include the successors or assigns thereof, and all the covenants and agreements in this Indenture contained by or on behalf of the County or the Trustee shall bind and inure to the benefit of the respective successors and assigns thereof whether so expressed or not.

Section 15.3. Execution of Documents and Proof of Ownership by Owners.

Any request, declaration, or other instrument which this Indenture may require or permit to be executed by Owners may be in one or more instruments of similar tenor, and shall be executed by Owners in person or by their attorneys duly appointed in writing.

Except as otherwise herein expressly provided, the fact and date of the execution by any Owner or his attorney of such request, declaration, or other instrument, or of such writing appointing such attorney, may be proved by the certificate of any notary public or other officer authorized to take acknowledgments of deeds to be recorded in the state in which he purports to act, that the Person signing such request, declaration, or other instrument or writing acknowledged to him the execution thereof, or by an affidavit of a witness of such execution, duly sworn to before such notary public or other officer.

Except as otherwise herein expressly provided, the ownership of registered Bonds Similarly Secured and the amount, maturity, number, and date of holding the same shall be proved by the Register.

Any request, declaration or other instrument or writing of the Owner of any Bond Similarly Secured shall bind all future Owners of such Bond Similarly Secured in respect of anything done or suffered to be done by the County or the Trustee in good faith and in accordance therewith.

Section 15.4. Waiver of Personal Liability.

No member, officer, agent, or employee of the County shall be individually or personally liable for the payment of the principal of, or interest or any premium on, the Bonds Similarly Secured; but nothing herein contained shall relieve any such member, officer, agent, or employee from the performance of any official duty provided by law.

Section 15.5. Notices to and Demands on County and Trustee.

(a) Except as otherwise expressly provided in this Indenture, all notices or other instruments required or permitted under this Indenture, including any County Certificate, shall be in writing and shall be delivered by hand, mailed by first-class mail, postage prepaid, or transmitted by facsimile or e-mail and addressed as follows:

If to the County:	Hays County Government Center 712 S. Stagecoach Trail, Suite 1071 San Marcos, Texas 78666 Attn: County Auditor Email: Marisol.alonzo@co.hays.tx.us Fax: (512) 393-2283
With a copy to:	Office of General Counsel Hays County Courthouse 111 E. San Antonio Street, Suite 202 San Marcos, Texas 78666 Attn: Assistant General Counsel Email: Jordan.powell@co.hays.tx.us Fax: (512) 393-2219
If to the Trustee or the Paying Agent/Registrar:	BOKF, NA 1401 McKinney, Suite 1000 Houston, Texas 77010 Attn: Rachel Roy, Assistant Vice President Email: Rachel.roy@bokf.com Fax: (713) 470-5467

Any such notice, demand, or request may also be transmitted to the appropriate party by telephone and shall be deemed to be properly given or made at the time of such transmission if, and only if, such transmission of notice shall be confirmed in writing and sent as specified above.

Any of such addresses may be changed at any time upon written notice of such change given to the other party by the party effecting the change. Notices and consents given by mail in accordance with this Section shall be deemed to have been given five Business Days after the date of dispatch; notices and consents given by any other means shall be deemed to have been given when received.

(b) The Trustee shall mail to each Owner of a Bond Similarly Secured notice of (i) any substitution of the Trustee; or (ii) the redemption or defeasance of all Bonds Similarly Secured Outstanding.

(c) The parties agree that the transaction described herein may be conducted and related documents may be stored by electronic means. Copies, telecopies, facsimiles, electronic files, and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action, or suit in the appropriate court of law. The Trustee agrees to accept and act upon instructions or directions pursuant to this Indenture sent by unsecured e-mail,

facsimile transmission or other similar unsecured electronic methods, provided, however, that the County shall provide to the Trustee an incumbency certificate listing designated persons authorized to provide such instructions, which incumbency certificate shall be amended whenever a person is to be added or deleted from the listing. If the County elects to give the Trustee e-mail or facsimile instructions (or instructions by a similar electronic method) and the Trustee in its sole discretion elects to act upon such instructions, the Trustee's understanding of such instructions shall be deemed controlling. The Trustee shall not be liable for any losses, costs or expenses arising directly or indirectly from the Trustee's reliance upon and compliance with such instructions notwithstanding such instructions conflict or are inconsistent with a previous or subsequent written instruction. The County agrees to assume all risks arising out of the use of such electronic methods to submit instructions and directions to the Trustee, including without limitation the risk of the Trustee acting on unauthorized instructions, and the risk of interception and misuse by third parties.

Section 15.6. Partial Invalidity.

If any Section, paragraph, sentence, clause, or phrase of this Indenture shall for any reason be held illegal or unenforceable, such holding shall not affect the validity of the remaining portions of this Indenture. The County hereby declares that it would have adopted this Indenture and each and every other Section, paragraph, sentence, clause, or phrase hereof and authorized the issue of the Bonds Similarly Secured pursuant thereto irrespective of the fact that any one or more Sections, paragraphs, sentences, clauses, or phrases of this Indenture may be held illegal, invalid, or unenforceable.

Section 15.7. Applicable Laws.

This Indenture shall be governed by and enforced in accordance with the laws of the State of Texas applicable to contracts made and performed in the State of Texas.

Section 15.8. Payment on Business Day.

In any case where the date of the maturity of interest or of principal (and premium, if any) of the Bonds Similarly Secured or the date fixed for redemption of any Bonds Similarly Secured or the date any action is to be taken pursuant to this Indenture is other than a Business Day, the payment of interest or principal (and premium, if any) or the action need not be made on such date but may be made on the next succeeding day that is a Business Day with the same force and effect as if made on the date required and no interest shall accrue for the period from and after such date.

Section 15.9. Counterparts.

This Indenture may be executed in counterparts, each of which shall be deemed an original.

[remainder of page left blank intentionally]

IN WITNESS WHEREOF, the County and the Trustee have caused this Indenture of Trust to be executed all as of the date hereof.

HAYS COUNTY, TEXAS

By: _____,
County Judge

Attest:

_____
County Clerk

[SEAL OF COMMISSIONERS COURT]

BOKF, NA
as Trustee

By: _____
Authorized Officer

Signature Page to Indenture of Trust
Relating to
HAYS COUNTY, TEXAS
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2022
(LA CIMA PUBLIC IMPROVEMENT DISTRICT
NEIGHBORHOOD IMPROVEMENT AREA #3 PROJECT)

EXHIBIT A

(a) Form of Bond.

NEITHER THE FAITH AND CREDIT NOR THE TAXING POWER OF THE STATE OF TEXAS, THE COUNTY, OR ANY OTHER POLITICAL CORPORATION, SUBDIVISION OR AGENCY THEREOF, IS PLEDGED TO THE PAYMENT OF THE PRINCIPAL OF OR INTEREST ON THIS BOND.

REGISTERED REGISTERED

No. _____ $_____

United States of America
State of Texas

HAYS COUNTY, TEXAS
SPECIAL ASSESSMENT REVENUE BOND, SERIES 2022
(LA CIMA PUBLIC IMPROVEMENT DISTRICT
NEIGHBORHOOD IMPROVEMENT AREA #3 PROJECT)

INTEREST RATE	MATURITY DATE	DATE OF DELIVERY	CUSIP NUMBER
_____%	September 15, 20___	_____	_____

The Hays County, Texas (the "County"), for value received, hereby promises to pay, solely from the Trust Estate, to

_____

or registered assigns, on the Maturity Date, as specified above, the sum of

_____ DOLLARS

unless this Series 2022 Bond shall have been sooner called for redemption and the payment of the principal hereof shall have been paid or provision for such payment shall have been made, and to pay interest on the unpaid principal amount hereof from the later of the Date of Delivery, as specified above, or the most recent Interest Payment Date to which interest has been paid or provided for until such principal amount shall have been paid or provided for, at the per annum rate of interest specified above, computed on the basis of a 360-day year of twelve 30-day months, such interest to be paid semiannually on March 15 and September 15 of each year, commencing March 15, 2023, until maturity or prior redemption.

Capitalized terms appearing herein that are defined terms in the Indenture, and not otherwise defined below, have the meanings assigned to them in the Indenture. Reference is made to the Indenture for such definitions and for all other purposes.

The principal of this Series 2022 Bond shall be payable without exchange or collection charges in lawful money of the United States of America upon presentation and surrender of this Bond at the corporate trust office in Houston, Texas (the "Designated Payment/Transfer Office"), of BOKF, NA, a national banking association, as trustee and paying agent/registrar (the "Trustee", which term includes any successor trustee under the Indenture), or, with respect to a successor trustee and paying agent/registrar, at the Designated Payment/Transfer Office of

such successor. Interest on this Series 2022 Bond is payable by check dated as of the Interest Payment Date, mailed by the Trustee to the registered owner at the address shown on the registration books kept by the Trustee or by such other customary banking arrangements acceptable to the Trustee, requested by, and at the risk and expense of, the Person to whom interest is to be paid. For the purpose of the payment of interest on this Series 2022 Bond, the registered owner shall be the Person in whose name this Series 2022 Bond is registered at the close of business on the "Record Date," which shall be the close of business on the last calendar day (whether or not a Business Day) of the month next preceding such Interest Payment Date; provided, however, that in the event of nonpayment of interest on a scheduled Interest Payment Date, and that continues for 30 days or more thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Trustee, if and when funds for the payment of such interest have been received from the 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 15 days after the Special Record Date) shall be sent at least five Business Days prior to the Special Record Date by United States mail, first class postage prepaid, to the address of each Owner of a Bond appearing on the books of the Trustee at the close of business on the last Business Day preceding the date of mailing such notice.

If a date for the payment of the principal of or interest on the Series 2022 Bonds is a Saturday, Sunday, legal holiday, or a day on which banking institutions in the city in which the Designated Payment/Transfer Office is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding Business Day, and payment on such date shall have the same force and effect as if made on the original date payment was due.

This Series 2022 Bond is one of a duly authorized issue of assessment revenue bonds of the County having the designation specified in its title (herein referred to as the "Series 2022 Bonds"), dated December 1, 2022 issued in the aggregate principal amount of $[PRINCIPAL] and issued, with the limitations described herein, pursuant to an Indenture of Trust, dated as of December 1, 2022 (the "Indenture"), by and between the County and the Trustee, to which Indenture reference is hereby made for a description of the amounts thereby pledged and assigned, the nature and extent of the lien and security, the respective rights thereunder to the Owners of the Series 2022 Bonds, the Trustee, and the County, and the terms upon which the Series 2022 Bonds are, and are to be, authenticated and delivered and by this reference to the terms of which each Owner of this Series 2022 Bond hereby consents. All Series 2022 Bonds issued under the Indenture are equally and ratably secured by the amounts thereby pledged and assigned. The Series 2022 Bonds are being issued for the purpose of (i) paying a portion of the Actual Costs of the Neighborhood Improvement Area #3 Improvements, (ii) paying a portion of the interest on the Series 2022 Bonds during and after the period of acquisition and construction of the Improvement Area #3 Improvements, (iii) funding a reserve fund for payment of principal and interest on the Bonds, (iv) funding the initial deposit to the Administrative Fund for payment of the initial Administrative Expenses and (v) paying costs of issuance of the Series 2022 Bonds.

The Series 2022 Bonds are special, limited obligations of the County payable solely from the Trust Estate as defined in the Indenture. Reference is hereby made to the Indenture, copies of which are on file with and available upon request from the Trustee, for the provisions, among others, with respect to the nature and extent of the duties and obligations of the County, the Trustee and the Owners. The Owner of this Series 2022 Bond, by the acceptance hereof, is deemed to have agreed and consented to the terms, conditions and provisions of the Indenture.

Notwithstanding any provision hereof, the Indenture may be released and the obligation of the County to make money available to pay this Series 2022 Bond may be defeased by the deposit of money and/or certain direct or indirect Defeasance Securities sufficient for such purpose as described in the Indenture.

The Series 2022 Bonds are issuable as fully registered bonds only in Authorized Denominations, subject to the provisions of the Indenture authorizing redemption in denominations of $25,000 and any multiple of $1,000 in excess thereof.

The Series 2022 Bonds are subject to mandatory sinking fund redemption ("Mandatory Sinking Fund Redemption") prior to their Stated Maturity and will be redeemed by the County in part at the Redemption Price from moneys available for such purpose in the Principal and Interest Account pursuant to Article VI of the Indenture, on the dates and in the Sinking Fund Installment as set forth in the following schedule:

$_____ Bonds Maturing September 15, 20

Redemption Date	Sinking Fund Installment
September 15, 20	
September 15, 20	
September 15, 20	
September 15, 20	
September 15, 20*	

* Stated maturity.

$_____ Bonds Maturing September 15, 20

Redemption Date	Sinking Fund Installment
September 15, 20	
September 15, 20	
September 15, 20	
September 15, 20	
September 15, 20*	

* Stated maturity.

At least 45 days prior to each mandatory sinking fund redemption date, and subject to any prior reduction authorized by the Indenture, the Trustee shall select for redemption by lot, a principal amount of Series 2022 Bonds of such maturity equal to the Sinking Fund Installment of such Series 2022 Bonds to be redeemed on such mandatory sinking fund redemption date, shall call such Series 2022 Bonds for redemption on such scheduled mandatory sinking fund redemption date, and shall give notice of such redemption, as provided in the Indenture.

The Sinking Fund Installments of Series 2022 Bonds of a Stated Maturity required to be redeemed on any mandatory sinking fund redemption date shall be reduced, at the option of the County, by the principal amount of any Series 2022 Bonds of such maturity which, at least 45 days prior to the mandatory sinking fund redemption date shall have been acquired by the County at a price not exceeding the principal amount of such Series 2022 Bonds plus accrued unpaid interest to the date of purchase thereof, and delivered to the Trustee for cancellation.

The Sinking Fund Installments of Series 2022 Bonds of a Stated Maturity required to be redeemed on any mandatory sinking fund redemption date shall be reduced a pro rata basis among Sinking Fund Installments by the principal amount of any Series 2022 Bonds of such

maturity which, at least 45 days prior to the mandatory sinking fund redemption date, shall have been redeemed pursuant to the optional redemption provisions or the extraordinary optional redemption provisions, each as described below, and not previously credited to a Mandatory Sinking Fund Redemption.

The County reserves the right and option to redeem Series 2022 Bonds maturing on or after September 15, 20__ before their scheduled maturity dates, in whole or in part, on any date on or after September 15, 20__, such redemption date or dates to be fixed by the County, at the Redemption Price ("Optional Redemption").

Series 2022 Bonds are subject to extraordinary optional redemption prior to maturity in whole or in part, on any date, at a Redemption Price from amounts on deposit in the Redemption Fund as a result of Prepayments or any other transfers to the Redemption Fund pursuant to the Indenture ("Extraordinary Optional Redemption").

If less than all of the Series 2022 Bonds are to be redeemed, Series 2022 Bonds shall be redeemed in minimum principal amounts of $1,000 or any integral thereof. Each Series 2022 Bond shall be treated as representing the number of Series 2022 Bonds that is obtained by dividing the principal amount of such Series 2022 Bond by $1,000. No redemption shall result in a Series 2022 Bond in a denomination of less than the Authorized Denomination in effect at that time; provided, however, if the amount of the Outstanding Series 2022 Bond is less than an Authorized Denomination after giving effect to such partial redemption, a Series 2022 Bond in the principal amount equal to the unredeemed portion, but not less than $1,000, may be issued.

If less than all of the Series 2022 Bonds are called for Optional Redemption, the County shall, pursuant to a County Certificate, determine the Series 2022 Bond or Series 2022 Bonds or the amount thereof within a Stated Maturity to be redeemed and direct the Trustee to call by lot the Series 2022 Bonds, or portions thereof, within such Stated Maturity and in such principal amounts, for redemption.

If less than all of the Series 2022 Bonds are called for Extraordinary Optional Redemption, the Series 2022 Bonds or portion of a Series 2022 Bond to be redeemed shall be allocated on a pro rata basis (as nearly as practicable) among all Outstanding Series 2022 Bonds. If less than all Series 2022 Bonds within a Stated Maturity are called for Extraordinary Optional Redemption, the Trustee shall call by lot the Series 2022 Bonds, or portions thereof, within such Stated Maturity and in such principal amounts, for redemption.

The Trustee shall give notice of any redemption of Series 2022 Bonds by sending notice by United States mail, first-class, postage prepaid, not less than 30 days before the date fixed for redemption, to the Owner of each Series 2022 Bond (or part thereof) to be redeemed, at the address shown on the Register. The notice shall state the redemption date, the Redemption Price, the place at which the Series 2022 Bonds are to be surrendered for payment, and, if less than all the Series 2022 Bonds Outstanding are to be redeemed, an identification of the Series 2022 Bonds or portions thereof to be redeemed, any conditions to such redemption and that on the redemption date, if all conditions, if any, to such redemption have been satisfied, such Series 2022 Bond shall become due and payable. Any notice so given shall be conclusively presumed to have been duly given, whether or not the Owner receives such notice.

The County has the right to rescind any Optional Redemption or Extraordinary Optional Redemption by written notice to the Trustee on or prior to the date fixed for redemption. Any notice of redemption shall be cancelled and annulled if for any reason funds are not available on the date fixed for redemption for the payment in full of the Series 2022 Bonds then called for

redemption, and such cancellation shall not constitute an Event of Default under the Indenture. The Trustee shall mail notice of rescission of redemption in the same manner notice of redemption was originally provided.

With respect to any Optional Redemption of the Series 2022 Bonds, unless the Trustee has received funds sufficient to pay the Redemption Price of the Series 2022 Bonds to be redeemed before giving of a notice of redemption, the notice may state the County may condition redemption on the receipt of such funds by the Trustee on or before the date fixed for the redemption, or on the satisfaction of any other prerequisites set forth in the notice of redemption. If a conditional notice of redemption is given and such prerequisites to the redemption are not satisfied and sufficient funds are not received, the notice shall be of no force and effect, the County shall not redeem the Series 2022 Bonds and the Trustee shall give notice, in the manner in which the notice of redemption was given, that the Series 2022 Bonds have not been redeemed.

The Indenture permits, with certain exceptions as therein provided, the amendment thereof and the modification of the rights and obligations of the County and the rights of the Owners of the Series 2022 Bonds under the Indenture at any time Outstanding affected by such modification. The Indenture also contains provisions permitting the Owners of specified percentages in aggregate principal amount of the Series 2022 Bonds at the time Outstanding, on behalf of the Owners of all the Series 2022 Bonds, to waive compliance by the County with certain past defaults under the Bond Order or the Indenture and their consequences. Any such consent or waiver by the Owner of this Series 2022 Bond or any predecessor Series 2022 Bond evidencing the same debt shall be conclusive and binding upon such Owner and upon all future Owners thereof and of any Series 2022 Bond issued upon the transfer thereof or in exchange therefor or in lieu thereof, whether or not notation of such consent or waiver is made upon this Series 2022 Bond.

As provided in the Indenture, this Series 2022 Bond is transferable upon surrender of this Series 2022 Bond for transfer at the Designated Payment/Transfer Office, with such endorsement or other evidence of transfer as is acceptable to the Trustee, and upon delivery to the Trustee of such certifications and/or opinion of counsel as may be required under the Indenture for the transfer of this Series 2022 Bond. Upon satisfaction of such requirements, one or more new fully registered Series 2022 Bonds of the same Stated Maturity, of Authorized Denominations, bearing the same rate of interest, and for the same aggregate principal amount will be issued to the designated transferee or transferees.

Neither the County nor the Paying Agent shall be required to issue, transfer or exchange any Series 2022 Bond called for redemption where such redemption is scheduled to occur within 45 calendar days prior to the date fixed for redemption; provided, however, such limitation shall not be applicable to an exchange by the registered owner of the uncalled principal balance of a Series 2022 Bond redeemed in part.

The County, the Trustee, and any other Person may treat the Person in whose name this Series 2022 Bond is registered as the owner hereof for the purpose of receiving payment as herein provided (except interest shall be paid to the Person in whose name this Series 2022 Bond is registered on the Record Date or Special Record Date, as applicable) and for all other purposes, whether or not this Series 2022 Bond be overdue, and neither the County nor the Trustee shall be affected by notice to the contrary.

The County reserved the right to issue Refunding Bonds and Additional Bonds payable from and secured by a lien on and pledge of the sources described above on a parity with this Series 2022 Bond on the terms and conditions specified in the Indenture.

NEITHER THE FULL FAITH AND CREDIT NOR THE GENERAL TAXING POWER OF THE COUNTY, THE CITY OF SAN MARCOS, TEXAS, THE STATE OF TEXAS, OR ANY POLITICAL SUBDIVISION THEREOF, IS PLEDGED TO THE PAYMENT OF THE SERIES 2022 BONDS.

IT IS HEREBY CERTIFIED AND RECITED that the issuance of this Series 2022 Bond and the series of which it is a part is duly authorized by law; that all acts, conditions and things required to be done precedent to and in the issuance of the Series 2022 Bonds have been properly done and performed and have happened in regular and due time, form and manner, as required by law; and that the total indebtedness of the County, including the Series 2022 Bonds, does not exceed any Constitutional or statutory limitation.

IN WITNESS WHEREOF, the Commissioners Court of the County has caused this Series 2022 Bond to be executed under the official seal of the County.

_____
County Judge, Hays County, Texas

_____
County Clerk, Hays County, Texas

[County Seal]

(b) Form of Comptroller's Registration Certificate.

The following Registration Certificate of Comptroller of Public Accounts shall appear on the Initial Bond:

REGISTRATION CERTIFICATE OF
COMPTROLLER OF PUBLIC ACCOUNTS

OFFICE OF THE COMPTROLLER	§	
OF PUBLIC ACCOUNTS	§	REGISTER NO._____
	§	
THE STATE OF TEXAS	§	

I HEREBY CERTIFY THAT there is on file and of record in my office a certificate to the effect that the Attorney General of the State of Texas has approved this Series 2022 Bond, and that this Series 2022 Bond has been registered this day by me.

WITNESS MY SIGNATURE AND SEAL OF OFFICE this _____

_____
Comptroller of Public Accounts
of the State of Texas

[SEAL]

(c) Form of Certificate of Trustee.

CERTIFICATE OF TRUSTEE

It is hereby certified that this is one of the Series 2022 Bonds of the series of Series 2022 Bonds referred to in the within mentioned Indenture.

BOKF, NA
as Trustee

DATED: _____

By:_____
Authorized Signatory

(d) Form of Assignment.

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns, and transfers unto (print or typewrite name, address and zip code of transferee):
_____
_____
_____

(Social Security or other identifying number: _____) the within Series 2022 Bond and all rights hereunder and hereby irrevocably constitutes and appoints _____ attorney to transfer the within Series 2022 Bond on the books kept for registration hereof, with full power of substitution in the premises.

Date: _____

_____

Signature Guaranteed By:

_____

_____

Authorized Signatory

NOTICE: The signature on this Assignment must correspond with the name of the registered owner as it appears on the face of the within Series 2022 Bond in every particular and must be guaranteed in a manner acceptable to the Trustee.

(e) The Initial Bond shall be in the form set forth in paragraphs (a), (b) and (d) of this Exhibit A, except for the following alterations:

(i) immediately under the name of the Series 2022 Bond the heading "INTEREST RATE" and "MATURITY DATE" shall both be completed with the expression "As Shown Below," and the reference to the "CUSIP NUMBER" shall be deleted;

(ii) in the first paragraph of the Series 2022 Bond, the words "on the Maturity Date as specified above, the sum of _____ DOLLARS" shall be deleted and the following will be inserted: "on September 15 in each of the years, in the principal amounts and bearing interest at the per annum rates set forth in the following schedule:

Year	Principal Amount	Interest Rate"

(Information to be inserted from Section 3.2(c) hereof); and

(iii) the Initial Bond shall be numbered T-1.

EXHIBIT B

Form of Certificate for Payment

CERTIFICATE FOR PAYMENT NO. _____

LA CIMA

_____ ("Construction Manager") hereby requests payment from the [Phase [_] Improvement Account of the Project Fund][Phase [_] Reimbursement Fund] for the Actual Cost of the Phase [__] Improvements (the "Draw Actual Costs") described in Attachment A attached hereto. Capitalized undefined terms shall have the meanings ascribed thereto in the Indenture of Trust between Hays County, Texas (the "County") and BOKF, NA, dated as of December 1, 2022 (the "Indenture"). In connection with this Certificate 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 Certificate for Payment No. _____ on behalf of the Construction Manager and knowledgeable as to the matters forth herein.

2. The work described in Attachment A has been completed in the percentages stated therein.

3. 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 Certificate for Payment.

4. The amounts listed for Actual Costs of the Phase [_] Improvements, as set forth in Attachment A, is a true and accurate representation of the Actual Costs associated with the acquisition, design or construction of said Phase [_] Improvements, and such costs (i) are in compliance with the applicable PID Reimbursement Agreement, and (ii) are consistent with the Service and Assessment Plan.

5. Following is an itemized list of all deposits to and disbursements from the Phase 3 Improvement Account, Phase 4 Improvement Account, Phase 5 Improvement Account, Phase 3 Reimbursement Fund, Phase 4 Reimbursement Fund and Phase 5 Reimbursement Fund.

Account	Deposits	Disbursements
Phase 3 Improvement Account	$	$ Certificate for Payment No. ___
	$	$ Certificate for Payment No. ___
Total	$	$
Phase 4 Improvement Account	$	$

		Certificate for Payment No. ___
	$	$
		Certificate for Payment No. ___
Total	$	$
Phase 5 Improvement Account	$	$
		Certificate for Payment No. ___
	$	$
		Certificate for Payment No. ___
Total	$	$
Phase 3 Reimbursement Fund	$	$
		Certificate for Payment No. ___
	$	$
		Certificate for Payment No. ___
Total	$	$
Phase 4 Reimbursement Fund	$	$
		Certificate for Payment No. ___
	$	$
		Certificate for Payment No. ___
Total	$	$
Phase 5 Reimbursement Fund	$	$
		Certificate for Payment No. ___
	$	$
		Certificate for Payment No. ___
Total	$	$

6. The Construction Manager is in compliance with the terms and provisions of the applicable PID Reimbursement Agreement, the Service and Assessment Plan, the PID Financing Agreement, the Development Agreement (as defined in the Service and Assessment Plan), and any continuing disclosure agreement related to the Bonds Similarly Secured.

7. The Construction Manager has timely paid all ad valorem taxes and annual installments of Neighborhood Improvement Area #3 Assessments it owes or an entity under common control with the Construction Manager owes, located in Neighborhood Improvement Area #3 and has no outstanding delinquencies for such taxes and assessments.

8. All conditions set forth in the Indenture for the payment hereby requested have been satisfied.

9. The work with respect to the Phase [__] Improvements referenced below (or its Segment) has been completed, and the County has inspected *[and accepted]* such

Phase [__] Improvements (or its completed Segment). ***[Include bracketed italicized language if final progress payment for such Phase [__] Improvements]***

10. The Construction Manager agrees to cooperate with the County in conducting its review of the requested payment and agrees to provide additional information and documentation as is reasonably necessary for the County to complete said review.

11. 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 described in Attachment A has been paid in full for all work completed through the previous Certificate for Payment.

12. 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 Draw Actual Costs for which payment is requested.

[*Signature page follows*]

SIGNATURE PAGE TO
FORM OF CERTIFICATE 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. Payment of the Draw Actual Costs of each Segment are hereby approved.

HAYS COUNTY, TEXAS

By:_____

Date:_____

ATTACHMENT A TO CERTIFICATE FOR PAYMENT

Segment	Description of Work Completed under this Certificate for Payment	Total Actual Costs of Phase 3 Improvements	Total Actual Costs of Phase 4 Improvements	Total Actual Costs of Phase 5 Improvements
		$	$	$

ATTACHMENT B TO CERTIFICATE FOR PAYMENT

[attached — bills paid affidavit]

ATTACHMENT C TO CERTIFICATE FOR PAYMENT

INVOICE LEDGER

Invoice Ledger
Entity: [_____]
Project: La Cima Public Improvement District (Neighborhood Improvement Area #3)

Certificate for Payment No. ____	**Date**	**Vendor**	**Invoice #**	**Invoice Amount**	**Requested Amount**	**Approved Amount**	**Budget Sub-Category**	**Budget Description**

[attached — invoices and/or receipts]

EXHIBIT B

BOND PURCHASE AGREEMENT

$_____
HAYS COUNTY, TEXAS,
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2022
(LA CIMA PUBLIC IMPROVEMENT DISTRICT NEIGHBORHOOD IMPROVEMENT AREA #3 PROJECT)

BOND PURCHASE AGREEMENT

December 6, 2022

Hays County, Texas
712 S. Stagecoach Trail, Suite 1071
San Marcos, Texas 78666

Ladies and Gentlemen:

The undersigned, FMSbonds, Inc. (the "Underwriter"), offers to enter into this Bond Purchase Agreement (this "Agreement") with the Hays County, Texas (the "County"), which will be binding upon the County and the Underwriter upon the acceptance of this Agreement by the County. This offer is made subject to its acceptance by the County by execution of this Agreement and its delivery to the Underwriter on or before 10:00 p.m., Central Time, on the date hereof and, if not so accepted, will be subject to withdrawal by the Underwriter upon written notice delivered to the County at any time prior to the acceptance hereof by the County. All capitalized terms not otherwise defined herein shall have the meanings given to such terms in the Indenture (defined herein) between the County and BOKF, NA, as trustee (the "Trustee"), authorizing the issuance of the Bonds (defined herein), and in the Limited Offering Memorandum (defined herein).

1. Purchase and Sale of Bonds. Upon the terms and conditions and upon the basis of representations, warranties, and agreements hereinafter set forth, the Underwriter hereby agrees to purchase from the County, and the County hereby agrees to sell to the Underwriter, all (but not less than all) of the $_____ aggregate principal amount of the "Hays County, Texas, Special Assessment Revenue Bonds, Series 2022 (La Cima Public Improvement District Neighborhood Improvement Area #3 Project)" (the "Bonds"), at a purchase price of $_____ (representing the aggregate principal amount of the Bonds, less an Underwriter's discount of $_____).

Inasmuch as this purchase and sale represents a negotiated transaction, the County understands, and hereby confirms, that the Underwriter is not acting as a municipal advisor or fiduciary of the County (including, without limitation, a Municipal Advisor (as such term is defined in Section 975(e) of the Dodd Frank Wall Street Reform and Consumer Protection Act)), but rather is acting solely in its capacity as Underwriter for its own account. The County acknowledges and agrees that (i) the purchase and sale of the Bonds pursuant to this Agreement is

an arm's length commercial transaction between the County and the Underwriter, (ii) in connection therewith and with the discussions, undertakings, and procedures leading up to the consummation of this transaction, the Underwriter is and has been acting solely as a principal and is not acting as the agent, municipal advisor, financial advisor, or fiduciary of the County, (iii) the Underwriter has not assumed an advisory or fiduciary responsibility in favor of the County with respect to the offering described herein or the discussions, undertakings, and procedures leading thereto (regardless of whether the Underwriter has provided other services or is currently providing other services to the County on other matters) and the Underwriter has no obligation to the County with respect to the offering described herein except the obligations expressly set forth in this Agreement, (iv) the County has consulted its own legal, financial and other advisors to the extent it has deemed appropriate, (v) the Underwriter has financial and other interests that differ from any other party to this Agreement, and (vi) the Underwriter has provided to the County prior disclosures under Rule G-17 of the Municipal Securities Rulemaking Board ("MSRB"), which have been received by the County. The County further acknowledges and agrees that following the issuance and delivery of the Bonds, the Underwriter has indicated that it may have periodic discussions with the County regarding the expenditure of Bond proceeds and the construction of the Neighborhood Improvement Area #3 Improvements financed with the Bonds and, in connection with such discussions, the Underwriter shall be acting solely as a principal and will not be acting as the agent or fiduciary of, and will not be assuming an advisory or fiduciary responsibility in favor of, the County.

The Bonds shall be dated December 1, 2022 and shall have the maturities and redemption features, if any, and bear interest at the rates per annum shown on Schedule I hereto. Payment for and delivery of the Bonds, and the other actions described herein, shall take place on December 22, 2022 (or such other date as may be agreed to by the County and the Underwriter) (the "Closing Date").

2. Authorization Instruments and Law. The Bonds were authorized by an Order enacted by the Commissioners Court of the County (the "Commissioners Court") on December 6, 2022 (the "Bond Order") and shall be issued pursuant to the provisions of Subchapter A of Chapter 372, Texas Local Government Code, as amended (the "Act"), and the Indenture of Trust, dated as of December 1, 2022, between the County and the Trustee (the "Indenture"). The Bonds shall be substantially in the form described in, and shall be secured under the provisions of, the Indenture.

The Bonds and interest thereon shall be secured by a lien and pledge of the Trust Estate consisting primarily of revenue from proceeds of special assessments (the "Assessments") levied on the assessable parcels within Neighborhood Improvement Area #3 of the La Cima Public Improvement District (the "District"). The District was established by a resolution enacted by the Commissioners Court on September 23, 2014 (the "Creation Resolution") in accordance with the Act. An amended and restated service and assessment plan (the "Initial 2022 Amended and Restated Service and Assessment Plan") which sets forth the costs of the Neighborhood Improvement Area #3 Improvements and the method of payment of the Assessments levied against assessable property located within Neighborhood Improvement Area #3 of the District was approved pursuant to an order adopted by the Commissioners Court on September 13, 2022 (the "Assessment Order") and, together with the Creation Resolution, the Indenture and the Bond Order, the "Authorizing Documents"). An amended and restated service and assessment plan (as updated and amended, the "Service and Assessment Plan"), which amends and restates the Initial

2022 Amended and Restated Service and Assessment Plan in its entirety, was approved pursuant to the Bond Order on December 6, 2022. The Bonds shall be further secured by certain applicable funds and accounts created under the Indenture.

The Bonds shall be as described in Schedule I, the Indenture, and the Limited Offering Memorandum. The proceeds of the Bonds shall be used for (i) paying a portion of the Actual Costs of the Neighborhood Improvement Area #3 Improvements, (ii) paying a portion of the interest on the Bonds during and after the period of acquisition and construction of the Neighborhood Improvement Area #3 Improvements, (iii) funding a reserve fund for payment of principal and interest on the Bonds, (iv) funding the initial deposit to the Administrative Fund for payment of the initial Administrative Expenses and (v) paying the costs of issuance of the Bonds.

3. Limited Public Offering. The Underwriter agrees to make a bona fide limited public offering of all of the Bonds in accordance with Section 11 hereof and to no more than thirty-five persons that qualify as either "Accredited Investors" (as defined in Rule 501 of Regulation D under the Securities Act (defined herein) or "Qualified Institutional Buyers" (within the meaning of Rule 144A under the Securities Act). On or before the third (3rd) business day prior to the Closing Date, the Underwriter shall execute and deliver to Bond Counsel (defined herein) the Issue Price Certificate (as defined herein), in substantially the form attached hereto as Appendix B.

4. Limited Offering Memorandum.

(a) Delivery of Limited Offering Memorandum. The County previously has delivered, or caused to be delivered, to the Underwriter the Preliminary Limited Offering Memorandum for the Bonds dated November 28, 2022 (the "Preliminary Limited Offering Memorandum"), in a "designated electronic format," as defined in the MSRB Rule G-32 ("Rule G-32"). The County will prepare, or cause to be prepared, a final Limited Offering Memorandum relating to the Bonds (as more particularly defined below, the "Limited Offering Memorandum") which will be (i) dated the date of this Agreement, (ii) complete within the meaning of the United States Securities and Exchange Commission's Rule 15c2-12, as amended ("Rule 15c2-12"), (iii) in a "designated electronic format," and (iv) substantially in the form of the most recent version of the Preliminary Limited Offering Memorandum provided to the Underwriter before the execution hereof, except for the inclusion of the information permitted to be excluded from the Preliminary Limited Offering Memorandum by Section (b)(1) of Rule 15c2-12. The Limited Offering Memorandum, including the cover page thereto, all exhibits, schedules, appendices, maps, charts, pictures, diagrams, reports, and statements included or incorporated therein or attached thereto, and all amendments and supplements thereto that may be authorized for use with respect to the Bonds are collectively referred to herein as the "Limited Offering Memorandum." Until the Limited Offering Memorandum has been prepared and is available for distribution, the County shall provide to the Underwriter, upon request, sufficient quantities (which may be in electronic format) of the Preliminary Limited Offering Memorandum as the Underwriter reasonably deems necessary to satisfy the

obligation of the Underwriter under Rule 15c2-12 with respect to distribution to each potential customer.

(b) Preliminary Limited Offering Memorandum Deemed Final. The Preliminary Limited Offering Memorandum has been prepared for use by the Underwriter in connection with the offering, sale, and distribution of the Bonds. The County hereby represents and warrants that the Preliminary Limited Offering Memorandum has been deemed final by the County as of its date, except for the omission of such information which is dependent upon the final pricing of the Bonds for completion, all as permitted to be excluded by Section (b)(1) of Rule 15c2-12.

(c) Use of Limited Offering Memorandum in Offering and Sale. The County hereby authorizes the Limited Offering Memorandum and the information therein contained to be used by the Underwriter in connection with the offering and the sale of the Bonds. The County consents to the use by the Underwriter prior to the date hereof of the Preliminary Limited Offering Memorandum in connection with the offering of the Bonds. The County shall provide, or cause to be provided, to the Underwriter as soon as practicable after the date of the County's acceptance of this Agreement (but, in any event, not later than the earlier of the Closing Date or seven (7) business days after the County's acceptance of this Agreement) copies of the Limited Offering Memorandum which is complete as of the date of its delivery to the Underwriter. The County shall provide the Limited Offering Memorandum, or cause the Limited Offering Memorandum to be provided, (i) in a "designated electronic format" consistent with the requirements of Rule G-32 and (ii) in a printed format in such quantity as the Underwriter shall reasonably request in order for the Underwriter to comply with Section (b)(4) of Rule 15c2-12 and the rules of the MSRB.

(d) Updating of Limited Offering Memorandum. If, after the date of this Agreement, up to and including the date the Underwriter is no longer required to provide a Limited Offering Memorandum to potential customers who request the same pursuant to Rule 15c2-12 (the earlier of (i) ninety (90) days from the "end of the underwriting period" (as defined in Rule 15c2-12) and (ii) the time when the Limited Offering Memorandum is available to any person from the MSRB, but in no case less than the 25th day after the "end of the underwriting period" for the Bonds), the County becomes aware of any fact or event which might or would cause the Limited Offering Memorandum, as then supplemented or amended, to contain any untrue statement of a material fact or to omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, or if it is necessary to amend or supplement the Limited Offering Memorandum to comply with law, the County will notify the Underwriter (and for the purposes of this clause provide the Underwriter with such information as it may from time to time reasonably request), and if, in the reasonable judgment of the Underwriter, such fact or event requires preparation and publication of a supplement or amendment to the Limited Offering Memorandum, the County will forthwith prepare and furnish, at no expense to the Underwriter (in a form and manner approved by the Underwriter), either an amendment or a supplement to the Limited Offering Memorandum so that the statements therein as so amended and supplemented will not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the

circumstances under which they were made, not misleading or so that the Limited Offering Memorandum will comply with law; provided, however, that for all purposes of this Agreement and any certificate delivered by the County in accordance herewith, the County makes no representations with respect to the following information (collectively, the "Non-County Disclosures"), (i) the descriptions in the Preliminary Limited Offering Memorandum or the Limited Offering Memorandum of The Depository Trust Company, New York, New York ("DTC"), or its book-entry-only system, and (ii) the information in the Preliminary Limited Offering Memorandum or the Limited Offering Memorandum in any maps included therein or under the captions and subcaptions "PLAN OF FINANCE — Development Plan and Status of Development" and " — Financing of Development in the District," "BOOK-ENTRY ONLY SYSTEM," "LIMITATIONS APPLICABLE TO INITIAL PURCHASERS," "OVERLAPPING TAXES AND DEBT," "THE NEIGHBORHOOD IMPROVEMENT AREA #3 IMPROVEMENTS," "THE DISTRICT DEVELOPMENT," "LOT PURCHASE AND SALE AGREEMENTS FOR NEIGHBORHOOD IMPROVEMENT AREA #3," "THE ORIGINAL LANDOWNER, THE MASTER DEVELOPER AND THE NIA #3 DEVELOPERS," "APPRAISAL," "THE ADMINISTRATOR," "BONDHOLDERS' RISKS" (only as it pertains to the Master Developer, NIA #3 Developers, the Neighborhood Improvement Area #3 Improvements and the District Development), "LEGAL MATTERS — Litigation — The Master Developer and the NIA #3 Developers," "CONTINUING DISCLOSURE – The Master Developer and the NIA #3 Developers" and "– The Master Developer's and Original Landowners' Compliance with Prior Undertakings," "INFORMATION RELATING TO THE TRUSTEE," "SOURCES OF INFORMATION – Source of Certain Information," "APPENDIX E-2," "APPENDIX F," and "APPENDIX G." If such notification shall be subsequent to the Closing Date, the County, at no expense to the Underwriter, shall furnish such legal opinions, certificates, instruments, and other documents as the Underwriter may reasonably deem necessary to evidence the truth and accuracy of such supplement or amendment to the Limited Offering Memorandum. The County shall provide any such amendment or supplement, or cause any such amendment or supplement to be provided, (i) in a "designated electronic format" consistent with the requirements of Rule G-32 and (ii) in a printed format in such quantity as the Underwriter shall reasonably request in order for the Underwriter to comply with Section (b)(4) of Rule 15c2-12 and the rules of the MSRB.

(e) Filing with MSRB. The Underwriter hereby agrees to timely file the Limited Offering Memorandum with the MSRB through its Electronic Municipal Market Access system within one business day after receipt but no later than the Closing Date. Unless otherwise notified in writing by the Underwriter, the County can assume that the "end of the underwriting period" for purposes of Rule 15c2-12 is the Closing Date.

(f) Limited Offering. The Underwriter hereby represents, warrants and covenants that the Bonds were initially sold pursuant to a limited offering. The Bonds were sold to not more than thirty-five persons that qualify as "Accredited Investors" (as defined in Rule 501 of Regulation D under the Securities Act) or "Qualified Institutional Buyers" (within the meaning of Rule 144A under the Securities Act).

5. County Representations, Warranties and Covenants. The County represents, warrants and covenants that:

(a) Due Organization, Existence and Authority. The County is a political subdivision of the State of Texas (the "State"), and has, and at the Closing Date will have, full legal right, power and authority:

(i) to enter into and perform its duties and obligations under:

(1) this Agreement;

(2) the Indenture;

(3) the La Cima Public Improvement District Financing Agreement, by and between La Cima San Marcos, LLC, a Texas limited liability company (the "Master Developer") and the County, dated effective as of July 21, 2015, as amended by that certain First Amendment to the La Cima Public Improvement District Financing Agreement effective as of May 12, 2020 and as further amended by that certain Second Amendment to the La Cima Public Improvement District Financing Agreement effective as of September 13, 2022 (collectively, the "Financing Agreement");

(4) the Seventh Amended and Restated Development Agreement among the City of San Marcos, Texas, the County, Lazy Oaks Ranch, LP, a Texas limited partnership, LCSM Ph. 1-1, LLC, a Texas limited liability company, LCSM Ph. 1-2, LLC, a Texas limited liability company, LCSM Ph. 2, LLC, a Texas limited liability company, LCSM Ph. 3, LLC, a Texas limited liability company (the "Phase 3 Developer"), LCSM Ph. 4, LLC, a Texas limited liability company (the "Phase 4 Developer" and, together with the Phase 3 Developer, the "NIA #3 Developers"), La Cima Commercial, LP, a Texas limited partnership, LCSM WW, LLC, a Texas limited liability company, and LCSM West, LP, a Texas limited partnership, made and entered into as of May 17, 2022, (the "Development Agreement");

(5) the Continuing Disclosure Agreement of Issuer with respect to the Bonds, dated as of December 1, 2022 (the "County Continuing Disclosure Agreement"), executed and delivered by the County, P3Works, LLC, as Administrator, and Specialized Public Finance, Inc., as Dissemination Agent;

(6) the La Cima Public Improvement District Reimbursement Agreement Neighborhood Improvement Area #3 – Phase 3, effective as of September 13, 2022, executed by the County and the Phase 3 Developer (the "Phase 3 Reimbursement Agreement");

the La Cima Public Improvement District Reimbursement Agreement Neighborhood Improvement Area #3 – Phase 4, effective as of

September 13, 2022, executed by the County and the Phase 4 Developer (the "Phase 4 Reimbursement Agreement");

the La Cima Public Improvement District Reimbursement Agreement Neighborhood Improvement Area #3 – Phase 5, effective as of September 13, 2022, executed by the County and the Phase 4 Developer (the "Phase 5 Reimbursement Agreement");

(7) the La Cima Public Improvement District Neighborhood Improvement Area #3 – Phase 3 Landowner Agreement and Notice of Special Assessments, dated as of September 13, 2022, executed by the County and the Phase 3 Developer (the "Phase 3 Landowner Agreement");

(8) the La Cima Public Improvement District Neighborhood Improvement Area #3 – Phase 4 Landowner Agreement and Notice of Special Assessments, dated as of September 13, 2022, executed by the County and the Phase 4 Developer (the "Phase 4 Landowner Agreement"); and

(9) the La Cima Public Improvement District Neighborhood Improvement Area #3 – Phase 5 Landowner Agreement and Notice of Special Assessments, dated as of September 13, 2022, executed by the County and the Phase 4 Developer (the "Phase 5 Landowner Agreement");

(ii) to issue, sell, and deliver the Bonds to the Underwriter as provided herein; and

(iii) to carry out and consummate the transactions on its part described in (1) the Authorizing Documents, (2) this Agreement, (3) the Financing Agreement, (4) the Development Agreement, (5) the County Continuing Disclosure Agreement, (6) the Phase 3 Reimbursement Agreement, (7) the Phase 4 Reimbursement Agreement, (8) the Phase 5 Reimbursement Agreement, (9) the Phase 3 Landowner Agreement, (10) the Phase 4 Landowner Agreement, (11) the Phase 5 Landowner Agreement, (12) the Limited Offering Memorandum, and (13) any other documents and certificates described in any of the foregoing (the documents described by subclauses (1) through (11) being referred to collectively herein as the "County Documents").

(b) Due Authorization and Approval of County. By all necessary official action of the County, the County has duly authorized and approved the adoption or execution and delivery by the County of, and the performance by the County of the obligations on its part contained in, the County Documents and, as of the date hereof, such authorizations and approvals are in full force and effect and have not been amended, modified or rescinded, except as may have been approved by the Underwriter. When validly executed and delivered by the other parties thereto, the County Documents will constitute the legally valid and binding obligations of the County enforceable upon the County in accordance with their respective terms, except insofar as enforcement may be limited by principles of

sovereign immunity, bankruptcy, insolvency, reorganization, moratorium, or similar laws or equitable principles relating to or affecting creditors' rights generally. The County has complied, and will at the Closing (as defined herein) be in compliance, in all material respects, with the obligations on its part to be performed on or prior to the Closing Date under the County Documents.

(c) Due Authorization for Issuance of the Bonds. The County has duly authorized the issuance and sale of the Bonds pursuant to the Bond Order, the Indenture, and the Act. The County has, and at the Closing Date will have, full legal right, power and authority (i) to enter into, execute, deliver, and perform its obligations under this Agreement and the other County Documents, (ii) to issue, sell and, deliver the Bonds to the Underwriter pursuant to the Indenture, the Bond Order, the Act, and as provided herein, and (iii) to carry out, give effect to and consummate the transactions on the part of the County described by the County Documents and the Bond Order.

(d) No Breach or Default. As of the time of acceptance hereof, and to the best of its knowledge, the County is not, and as of the Closing Date the County will not be, in material breach of or in default in any material respect under any applicable constitutional provision, law or administrative rule or regulation of the State or the United States, or any applicable judgment or decree or any trust agreement, loan agreement, bond, note, resolution, ordinance, agreement or other instrument related to the Bonds and to which the County is a party or is otherwise subject, and no event has occurred and is continuing which, with the passage of time or the giving of notice, or both, would constitute a default or event of default under any such instrument which breach, default or event could have a material adverse effect on the County's ability to perform its obligations under the Bonds or the County Documents; and, as of such times, the authorization, execution and delivery of the Bonds and the County Documents and compliance by the County with obligations on its part to be performed in each of such agreements or instruments does not and will not conflict with or constitute a material breach of or default under any applicable constitutional provision, law or administrative rule or regulation of the State or the United States, or any applicable judgment, decree, license, permit, trust agreement, loan agreement, bond, note, resolution, ordinance, agreement or other instrument to which the County (or any of its officers in their respective capacities as such) is subject, or by which it or any of its properties are bound, nor will any such authorization, execution, delivery or compliance result in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever upon any of its assets or properties securing the Bonds or under the terms of any such law, regulation or instrument, except as may be permitted by the County Documents.

(e) No Litigation. At the time of acceptance hereof there is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, government agency, public board or body (collectively and individually, an "Action") pending against the County with respect to which the County has been served with process, nor to the knowledge of the County is any Action threatened against the County, in which any such Action (i) in any way questions the existence of the County or the rights of the members of the Commissioners Court to hold their respective positions, (ii) in any way questions the formation or existence of the District, (iii) affects, contests or seeks to prohibit, restrain or

enjoin the issuance or delivery of any of the Bonds, or the payment or collection of any amounts pledged or to be pledged to pay the principal of and interest on the Bonds, or in any way contests or affects the validity of the County Documents or the consummation of the transactions on the part of the County described therein, or contests the exclusion of the interest on the Bonds from federal income taxation, or (iv) which may result in any material adverse change in the financial condition of the County; and, as of the time of acceptance hereof, to the County's knowledge, there is no basis for any action, suit, proceeding, inquiry, or investigation of the nature described in clauses (i) through (iv) of this sentence.

(f) Bonds Issued Pursuant to Indenture. The County represents that the Bonds, when issued, executed, and delivered in accordance with the Indenture and sold to the Underwriter as provided herein, will be validly issued and outstanding obligations of the County subject to the terms of the Indenture, entitled to the benefits of the Indenture and the security of the pledge of the proceeds of the levy of the Assessments received by the County, all to the extent provided for in the Indenture. The Indenture creates a valid pledge of the monies in certain funds and accounts established pursuant to the Indenture to the extent provided for in the Indenture, including the investments thereof, subject in all cases to the provisions of the Indenture permitting the application thereof for the purposes and on the terms and conditions set forth therein.

(g) Assessments. The Assessments constituting the security for the Bonds have been levied by the County in accordance with the Assessment Order and the Act on those parcels of land identified in the Assessment Roll for Neighborhood Improvement Area #3 (as defined in the Service and Assessment Plan). According to the Act, such Assessments constitute a valid and legally binding first and prior lien against the properties assessed, superior to all other liens and claims, except liens or claims for state, county, school district, or municipality ad valorem taxes.

(h) Consents and Approvals. All authorizations, approvals, licenses, permits, consents, elections, and orders of or filings with any governmental authority, legislative body, board, agency, or commission having jurisdiction in the matters which are required by the Closing Date for the due authorization of, which would constitute a condition precedent to or the absence of which would adversely affect the due performance by the County of, its obligations in connection with the County Documents have been duly obtained or made and are in full force and effect, except the approval of the Bonds by the Attorney General of the State, registration of the Bonds by the Comptroller of Public Accounts of the State, and the approvals, consents and orders as may be required under Blue Sky or securities laws of any jurisdiction.

(i) Public Debt. Prior to the Closing, the County will not offer or issue any bonds, notes or other obligations for borrowed money or incur any material liabilities, direct or contingent, payable from or secured by a pledge of the Assessments which secure the Bonds without the prior approval of the Underwriter.

(j) Preliminary Limited Offering Memorandum. The information contained in the Preliminary Limited Offering Memorandum is true and correct in all material respects,

and such information does not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; provided, however, that the County makes no representations with respect to the Non-County Disclosures.

(k) Limited Offering Memorandum. At the time of the County's acceptance hereof and (unless the Limited Offering Memorandum is amended or supplemented pursuant to paragraph (d) of Section 4 of this Agreement) at all times subsequent thereto during the period up to and including the 25th day subsequent to the "end of the underwriting period," the information contained in the Limited Offering Memorandum does not and will not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; provided, however, that the County makes no representations with respect to the Non-County Disclosures; and further provided, however, that if the County notifies the Underwriter of any fact or event as required by Section 4(d) hereof, and the Underwriter determines that such fact or event does not require preparation and publication of a supplement or amendment to the Limited Offering Memorandum, then the Limited Offering Memorandum in its then-current form shall be conclusively deemed to be complete and correct in all material respects.

(l) Supplements or Amendments to Limited Offering Memorandum. If the Limited Offering Memorandum is supplemented or amended pursuant to paragraph (d) of Section 4 of this Agreement, at the time of each supplement or amendment thereto and (unless subsequently again supplemented or amended pursuant to such paragraph) at all times subsequent thereto during the period up to and including the 25th day subsequent to the "end of the underwriting period," the Limited Offering Memorandum as so supplemented or amended will not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; provided, however, that if the County notifies the Underwriter of any fact or event as required by Section 4(d) hereof, and the Underwriter determines that such fact or event does not require preparation and publication of a supplement or amendment to the Limited Offering Memorandum, then the Limited Offering Memorandum in its then-current form shall be conclusively deemed to be complete and correct in all material respects.

(m) Compliance with Rule 15c2-12. During the past five years, the County has complied in all material respects with its previous continuing disclosure undertakings made by it in accordance with Rule 15c2-12, except as described in the Limited Offering Memorandum.

(n) Use of Bond Proceeds. The County will apply, or cause to be applied, the proceeds from the sale of the Bonds as provided in and subject to all of the terms and provisions of the Indenture and will not take or omit to take any action which action or omission will adversely affect the exclusion from gross income for federal income tax purposes of the interest on the Bonds.

(o) Blue Sky and Securities Laws and Regulations. The County will furnish such information and execute such instruments and take such action in cooperation with the Underwriter as the Underwriter may reasonably request, at no expense to the County, (i) to (y) qualify the Bonds for offer and sale under the Blue Sky or other securities laws and regulations of such states and other jurisdictions in the United States as the Underwriter may designate and (z) determine the eligibility of the Bonds for investment under the laws of such states and other jurisdictions and (ii) to continue such qualifications in effect so long as required for the initial distribution of the Bonds by the Underwriter (provided, however, that the County will not be required to qualify as a foreign corporation or to file any general or special consents to service of process under the laws of any jurisdiction) and will advise the Underwriter immediately of receipt by the County of any notification with respect to the suspension of the qualification of the Bonds for sale in any jurisdiction or the initiation or threat of any proceeding for that purpose.

(p) Certificates of the County. Any certificate signed by any official of the County authorized to do so in connection with the transactions described in this Agreement shall be deemed a representation and/or warranty, as applicable in the legal context, by the County to the Underwriter as to the statements made therein and can be relied upon by the Underwriter as to the statements made therein.

(q) Intentional Actions Regarding Representations and Warranties. The County covenants that between the date hereof and the Closing it will not intentionally take actions which will cause the representations and warranties made in this Section to be untrue as of the Closing.

(r) Financial Advisor. The County has engaged Specialized Public Finance, Inc., as its financial advisor in connection with its offering and issuance of the Bonds.

By delivering the Limited Offering Memorandum to the Underwriter, the County shall be deemed to have reaffirmed, with respect to the Limited Offering Memorandum, the representations, warranties and covenants set forth above.

6. Developers Letter of Representations. At the signing of this Agreement, the County and Underwriter shall receive from the NIA #3 Developers and the Master Developer (collectively, the "Developer"), an executed Developers Letter of Representations (the "Developers Letter of Representations") in the form of Appendix A hereto, and at the Closing, a certificate signed by the Developer as set for in Section 9(e) hereof.

7. The Closing. At 10:00 a.m., Central time, on the Closing Date, or at such other time or on such earlier or later business day as shall have been mutually agreed upon by the County and the Underwriter, (i) the County will deliver or cause to be delivered to DTC through its "FAST" System, the Bonds in the form of one fully registered Bond for each maturity, registered in the name of Cede & Co., as nominee for DTC, duly executed by the County and authenticated by the Trustee as provided in the Indenture, and (ii) the County will deliver the closing documents hereinafter mentioned to Orrick, Herrington & Sutcliffe LLP ("Bond Counsel"), or a place to be mutually agreed upon by the County and the Underwriter. Settlement will be through the facilities of DTC. The Underwriter will accept delivery and pay the purchase price of the Bonds as set forth

in Section 1 hereof by wire transfer in federal funds payable to the order of the County or its designee. These payments and deliveries, together with the delivery of the aforementioned documents, are herein called the "Closing." The Bonds will be made available to the Underwriter for inspection not less than twenty-four (24) hours prior to the Closing.

8. Underwriter's Closing Conditions. The Underwriter has entered into this Agreement in reliance upon the representations and covenants herein and in the Developer Letter of Representations and the performance by the County of its obligations under this Agreement, both as of the date hereof and as of the date of the Closing. Accordingly, the Underwriter's obligations under this Agreement to purchase, accept delivery of, and pay for the Bonds shall be conditioned upon the performance by the County of its obligations to be performed hereunder at or prior to Closing and shall also be subject to the following additional conditions:

(a) Bring-Down Representations of the County. The representations and covenants of the County contained in this Agreement shall be true and correct in all material respects as of the date hereof and at the time of the Closing, as if made on the Closing Date.

(b) Executed Agreements and Performance Thereunder. At the time of the Closing (i) the County Documents shall be in full force and effect, and shall not have been amended, modified, or supplemented except with the written consent of the Underwriter; (ii) the Authorizing Documents shall be in full force and effect; (iii) there shall be in full force and effect such other resolutions or actions of the County as, in the opinion of Bond Counsel and Counsel to the Underwriter, shall be necessary on or prior to the Closing Date in connection with the transactions on the part of the County described in this Agreement and the County Documents; (iv) there shall be in full force and effect such other resolutions or actions of the Developer as, in the opinion of DuBois Bryant & Campbell, LLP ("Developer's Counsel"), shall be necessary on or prior to the Closing Date in connection with the transactions on the part of the Developer described in the Developers Letter of Representations, the Development Agreement, the Financing Agreement, the Phase 3 Reimbursement Agreement, the Phase 4 Reimbursement Agreement, the Phase 5 Reimbursement Agreement, the Phase 3 Landowner Agreement, the Phase 4 Landowner Agreement, the Phase 5 Landowner Agreement and the Continuing Disclosure Agreement of the Developer with respect to the Bonds, dated as of December 1, 2022 executed and delivered by the Master Developer, the Phase 3 Developer, the Phase 4 Developer, P3Works, LLC as "Administrator," and Specialized Public Finance, Inc. as dissemination agent (the "Continuing Disclosure Agreement of the Developer," and together with the Developers Letter of Representations, the Development Agreement, the Financing Agreement, the Phase 3 Reimbursement Agreement, the Phase 4 Reimbursement Agreement, the Phase 5 Reimbursement Agreement, the Phase 3 Landowner Agreement, the Phase 4 Landowner Agreement, the Phase 5 Landowner Agreement, the "Developer Documents"); and (v) the County shall perform or have performed its obligations required or specified in the County Documents to be performed at or prior to Closing.

(c) No Default. At the time of the Closing, no default shall have occurred or be existing and no circumstances or occurrences that, with the passage of time or giving of notice, shall constitute an event of default under this Agreement, the Indenture, the County

Documents, the Developer Documents or other documents relating to the financing and construction of the Neighborhood Improvement Area #3 Improvements and the District Development, and the Developer shall not be in default in the payment of principal or interest on any of its indebtedness which default shall materially adversely impact the ability of such Developer to pay the Assessments when due or complete the Neighborhood Improvement Area #3 Improvements.

(d) Closing Documents. At or prior to the Closing, the Underwriter shall have received each of the documents required under Section 9 below.

(e) Termination Events. The Underwriter shall have the right to cancel its obligation to purchase the Bonds and to terminate this Agreement without liability therefor by written notification to the County if, between the date of this Agreement and the Closing, in the Underwriter's reasonable judgment, any of the following shall have occurred:

(i) the market price or marketability of the Bonds, or the ability of the Underwriter to enforce contracts for the sale of the Bonds, shall be materially adversely affected by the occurrence of any of the following:

(1) legislation shall have been introduced in or enacted by the Congress of the United States or adopted by either House thereof, or legislation pending in the Congress of the United States shall have been amended, or legislation shall have been recommended to the Congress of the United States or otherwise endorsed for passage (by press release, other form of notice, or otherwise) by the President of the United States, the Treasury Department of the United States, or the Internal Revenue Service or legislation shall have been proposed for consideration by either the U.S. Senate Committee on Finance or the U.S. House of Representatives Committee on Ways and Means or legislation shall have been favorably reported for passage to either House of the Congress of the United States by a Committee of such House to which such legislation has been referred for consideration, or a decision by a court of the United States or the Tax Court of the United States shall be rendered or a ruling, regulation, or official statement (final, temporary, or proposed) by or on behalf of the Treasury Department of the United States, the Internal Revenue Service, or other federal agency shall be made, which would result in federal taxation of revenues or other income of the general character expected to be derived by the County or upon interest on securities of the general character of the Bonds or which would have the effect of changing, directly or indirectly, the federal income tax consequences of receipt of interest on securities of the general character of the Bonds in the hands of the holders thereof, and which in either case, makes it, in the reasonable judgment of the Underwriter, impracticable or inadvisable to proceed with the offer, sale, or delivery of the Bonds on the terms and in the manner described in the Limited Offering Memorandum; or

(2) legislation shall be enacted by the Congress of the United States, or a decision by a court of the United States shall be rendered, or a stop order, ruling, regulation or official statement by, or on behalf of, the Securities and Exchange Commission ("SEC") or any other governmental agency having jurisdiction of the subject matter shall be issued or made to the effect that the issuance, offering or sale of obligations of the general character of the Bonds, or the issuance, offering or sale of the Bonds, including all underlying obligations, as described herein or by the Limited Offering Memorandum, is in violation or would be in violation of, or that obligations of the general character of the Bonds, or the Bonds, are not exempt from registration under, any provision of the federal securities laws, including the Securities Act of 1933, as amended and as then in effect (the "Securities Act"), or that the Indenture needs to be qualified under the Trust Indenture Act of 1939, as amended and as then in effect (the "Trust Indenture Act"); or

(3) a general suspension of trading in securities on the New York Stock Exchange, the establishment of minimum prices on such exchange, the establishment of material restrictions (not in force as of the date hereof) upon trading securities generally by any governmental authority or any national securities exchange, a general banking moratorium declared by federal, State of New York, or State officials authorized to do so; provided, however that such suspension in trading or any disruption in securities settlement, payment or clearance service is not in force on the date hereof; or

(4) there shall have occurred any outbreak of hostilities (including, without limitation, an act of terrorism) or other national or international calamity or crisis, including, but not limited to, an escalation of hostilities that existed prior to the date hereof, and the effect of any such event on the financial markets of the United States shall be such as would make it impracticable, in the reasonable judgment of the Underwriter, for it to sell the Bonds on the terms and in the manner described in by the Limited Offering Memorandum; or

(5) there shall have occurred since the date of this Agreement any materially adverse change in the affairs or financial condition of the County, except as disclosed in or described in the Limited Offering Memorandum; or

(6) any state blue sky or securities commission or other governmental agency or body in any state in which more than 10% of the Bonds have been offered and sold shall have withheld registration, exemption or clearance of the offering of the Bonds as described herein, or issued a stop order or similar ruling relating thereto; or

(7) any amendment to the federal or state Constitution or action by any federal or state court, legislative body, regulatory body, or other authority materially adversely affecting the tax status of the County, its property, income, securities (or interest thereon), or the validity or enforceability of the Assessments pledged to pay principal of and interest on the Bonds; or

(ii) the New York Stock Exchange or other national securities exchange or any governmental authority shall impose, as to the Bonds or as to obligations of the general character of the Bonds, any material restrictions not now in force, or increase materially those now in force, with respect to the extension of credit by, or the charge to the net capital requirements of, the Underwriter; or

(iii) any event occurring, or information becoming known which, in the reasonable judgment of the Underwriter, makes untrue in any material respect any statement or information contained in the Limited Offering Memorandum, or has the effect that the Limited Offering Memorandum contains any untrue statement of material fact or omits to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, which change shall occur subsequent to the date of this Agreement and shall not be due to the malfeasance, misfeasance or nonfeasance of the Underwriter; or

(iv) any fact or event shall exist or have existed that, in the Underwriter's reasonable judgment, requires or has required an amendment of or supplement to the Limited Offering Memorandum; or

(v) a general banking moratorium shall have been declared by federal or State authorities having jurisdiction and shall be in force; or

(vi) a material disruption in securities settlement, payment or clearance services shall have occurred; or

(vii) a decision by a court of the United States shall be rendered, or a stop order, release, regulation or no-action letter by or on behalf of the SEC or any other governmental agency having jurisdiction of the subject matter shall have been issued or made, to the effect that the issuance, offering or sale of the Bonds, including the underlying obligations as described in this Agreement or in the Limited Offering Memorandum, or any document relating to the issuance, offering or sale of the Bonds, is or would be in violation of any provision of the federal securities laws on the date of Closing, including the Securities Act, the Securities Exchange Act of 1934 and the Trust Indenture Act; or

(viii) the purchase of and payment for the Bonds by the Underwriter, or the resale of the Bonds by the Underwriter, on the terms and conditions herein provided shall be prohibited by any applicable law, governmental authority, board, agency or

commission, which prohibition shall occur subsequent to the date hereof and shall not be due to the malfeasance, misfeasance, or nonfeasance of the Underwriter.

With respect to the conditions described in subparagraphs (ii), (vii) and (viii) above, the Underwriter is not aware of any current, pending or proposed law or government inquiry or investigation as of the date of execution of this Agreement which would permit the Underwriter to invoke its termination rights hereunder.

9. Closing Documents. At or prior to the Closing, the Underwriter shall receive the following documents:

(a) Bond Opinion. The opinion of Bond Counsel, dated the Closing Date and substantially in the form included as Appendix D to the Limited Offering Memorandum, together with a reliance letter from Bond Counsel, dated the Closing Date and addressed to the Underwriter, which may be included in the supplemental opinion required by Section 9(b), to the effect that the foregoing opinion may be relied upon by the Underwriter to the same extent as if such opinion were addressed to it.

(b) Supplemental Opinion. A supplemental opinion of Bond Counsel dated the Closing Date and addressed to the County and the Underwriter, in form and substance acceptable to counsel for the Underwriter, to the following effect:

(i) Except to the extent noted therein, Bond Counsel has not verified and is not passing upon, and does not assume any responsibility for, the accuracy, completeness or fairness of the statements and information contained in the Limited Offering Memorandum but that such firm has reviewed the information describing the Bonds in the Limited Offering Memorandum under the captions or subcaptions "PLAN OF FINANCE — The Series 2022 Bonds," "DESCRIPTION OF THE SERIES 2022 BONDS," "SECURITY FOR THE BONDS SIMILARLY SECURED" (except for the last paragraph under the subcaption "General"), "ASSESSMENT PROCEDURES" (except for the subcaptions "Assessment Methodology" and "Assessment Amounts"), "THE DISTRICT" (except for the subcaption "Overlapping Public Improvement District"), "TAX MATTERS," "LEGAL MATTERS — Legal Proceedings" (except for the final paragraph thereof), "LEGAL MATTERS — Legal Opinions" (except for the final paragraph thereof), "CONTINUING DISCLOSURE — The County" and "REGISTRATION AND QUALIFICATION OF BONDS FOR SALE," "LEGAL INVESTMENT AND ELIGIBILITY TO SECURE PUBLIC FUNDS IN TEXAS" and APPENDIX B excluding any material that may be treated as included under such captions or subcaptions by cross references or reference to other documents or sources, and Bond Counsel is of the opinion and conclusion that the information relating to the Bonds and legal matters contained under such captions and subcaptions accurately describes the laws and legal issues addressed therein and, insofar as such statements expressly summarize certain provisions of or refer to the Bonds, the Bond Order, the Indenture and the form and content of our Bond Opinion, are accurate in all material respects;

(ii) The Bonds are not subject to the registration requirements of the Securities Act, and the Indenture is exempt from qualification pursuant to the Trust Indenture Act;

(iii) On each respective date thereof, the County had full power and authority to adopt the Creation Resolution, the Assessment Order, and the Bond Order (collectively, the foregoing documents are referred to herein as the "County Actions") and perform its obligations thereunder and the County Actions have been duly adopted, are in full force and effect and have not been modified, amended or rescinded; and

(iv) The Indenture, the Financing Agreement, the Phase 3 Reimbursement Agreement, the Phase 4 Reimbursement Agreement, the Phase 5 Reimbursement Agreement, the Phase 3 Landowner Agreement, the Phase 4 Landowner Agreement, the Phase 5 Landowner Agreement, the County Continuing Disclosure Agreement and this Agreement have been duly authorized, executed and delivered by the County and, assuming the due authorization, execution and delivery of such instruments, documents, and agreements by the other parties thereto, constitute the legal, valid, and binding agreements of the County, enforceable in accordance with their respective terms, except as enforcement thereof may be limited by bankruptcy, insolvency, or other laws affecting enforcement of creditors' rights, or by the application of equitable principles if equitable remedies are sought and to the application of Texas law relating to governmental immunity applicable to local governmental entities.

(c) County Legal Opinion. An opinion of Assistant General Counsel, Hays County Office of General Counsel, dated the Closing Date and addressed to the Underwriter, the County and the Trustee, with respect to matters relating to the County, substantially in the form of Appendix C hereto or in form otherwise agreed upon by the Underwriter.

(d) Opinion of Developer's Counsel. An opinion of Developer's Counsel, substantially in the form of Appendix D hereto, dated the Closing Date and addressed to the County, Bond Counsel, the Attorney for the County, the Underwriter, Underwriter's Counsel and the Trustee.

(e) Developer Certificate. The certificate of the Developer dated as of the Closing Date, signed by an authorized officer of Developer in substantially the form of Appendix E hereto.

(f) County Certificate. A certificate of the County, dated the Closing Date, to the effect that, to the best of an authorized County official's knowledge:

(i) the representations and warranties of the County contained herein and in the County Documents are true and correct in all material respects on and as of the Closing Date as if made on the date thereof;

(ii) the Authorizing Documents and County Documents are in full force and effect and have not been amended, modified, or supplemented;

(iii) except as disclosed in the Limited Offering Memorandum, no litigation or proceeding against the County is pending or, to the knowledge of such person, threatened in any court or administrative body nor is there a basis for litigation which would (a) contest the right of the members or officials of the County to hold and exercise their respective positions, (b) contest the due organization and valid existence of the County or the establishment of the District, (c) contest the validity, due authorization and execution of the Bonds or the County Documents, or (d) attempt to limit, enjoin or otherwise restrict or prevent the County from levying and collecting the Assessments pledged to pay the principal of and interest on the Bonds, or the pledge thereof; and

(iv) the County has, to the best of such person's knowledge, complied with all agreements and covenants and satisfied all conditions set forth in the County Documents, on its part to be complied with or satisfied hereunder at or prior to the Closing.

(v) all official action of the County relating to the Limited Offering Memorandum, the Bonds and the County Documents have been duly taken by the County, are in full force and effect and have not been modified, amended, supplemented or repealed, except as otherwise approved in writing by the Underwriter; and

(vi) to his or her knowledge, no event affecting the County has occurred since the date of the Limited Offering Memorandum which should be disclosed therein for the purpose for which it is to be used or which is necessary to be disclosed therein in order to make the statements and information therein, in the light of the circumstances under which they were made, not misleading in any material respect.

(g) Trustee's Certificate. A certificate of the Trustee, dated the date of Closing, in form and substance acceptable to counsel for the Underwriter to the following effect:

(i) The Trustee is duly organized and validly existing as a national banking association organized under the laws of the United States of America, having the full power and authority, including trust powers, to accept and perform its duties under the Indenture; and

(ii) No consent, approval, authorization or other action by any governmental authority having jurisdiction over the Trustee that has not been obtained is or will be required for the authentication of the Bonds or the consummation by the Trustee of the other transactions contemplated to be performed by the Trustee in connection with the authentication of the Bonds and the acceptance and performance of the obligations created by the Indenture.

(h) Underwriter Counsel's Opinion. An opinion, dated the Closing Date and addressed to the Underwriter, of Norton Rose Fulbright US LLP, counsel to the Underwriter, to the effect that:

(i) based on (A) such counsel's review of the Bond Order, the Indenture, and the Limited Offering Memorandum; (B) its discussions with bond counsel and with the Underwriter; (C) its review of the documents, certificates, opinions and other instruments delivered at the closing of the sale of the Bonds on the date hereof; and (D) such other matters as it deems relevant, such counsel is of the opinion that the Bonds are exempt securities under the Securities Act, and the Trust Indenture Act, and it is not necessary, in connection with the offering and sale of the Bonds, to register the Bonds under the Securities Act and the Indenture is not required to be qualified under the Trust Indenture Act;

(ii) based upon (A) such counsel's review of Rule 15c2-12 and interpretive guidance published by the SEC relating thereto; (B) its review of the continuing disclosure undertaking of the County contained in the County Continuing Disclosure Agreement; and (C) the inclusion in the Limited Offering Memorandum of a description of the specifics of such undertaking, and assuming that the Bond Order, the Indenture, and the County Continuing Disclosure Agreement have been duly adopted by the County and are in full force and effect, such undertaking provides a suitable basis for the Underwriter, to make a reasonable determination that the County has met the qualifications of paragraph (b)(5)(i) of Rule 15c2-12; and

(iii) although such counsel has not verified and is not passing upon, and does not assume any responsibility for, the accuracy, completeness or fairness of the information contained in the Limited Offering Memorandum, it has participated in the preparation of the Limited Offering Memorandum and without independent verification, no facts came to its attention that caused it to believe that the Limited Offering Memorandum (except for the Appendices as well as any other financial, engineering and statistical data contained therein or included therein by reference or any litigation disclosed therein, as to which it expresses no view) as of its date contained any untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(i) Limited Offering Memorandum. The Limited Offering Memorandum and each supplement or amendment, if any, thereto.

(j) Delivery of County Documents and Developer Documents. The County Documents and Developer Documents shall have been executed and delivered in form and content satisfactory to the Underwriter.

(k) Form 8038-G. Evidence that the federal tax information form 8038-G has been prepared by Bond Counsel for filing.

(l) Federal Tax Certificate. A certificate of the County in form and substance satisfactory to Bond Counsel and counsel to the Underwriter setting forth the facts, estimates and circumstances in existence on the Closing Date, which establish that it is not expected that the proceeds of the Bonds will be used in a manner that would cause the Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended (the "Code"), and any applicable regulations (whether final, temporary or proposed), issued pursuant to the Code.

(m) Attorney General Opinion and Comptroller Registration. The approving opinion of the Attorney General of the State regarding the Bonds and the Comptroller of the State's Certificate of Registration for the Initial Bond.

(n) Continuing Disclosure Agreements. The County Continuing Disclosure Agreement and the Continuing Disclosure Agreement of the Developer, shall have been executed by the parties thereto in substantially the forms attached to the Preliminary Limited Offering Memorandum as Appendix E-1 and Appendix E-2.

(o) Letter of Representation of the Appraiser. (i) Letter of Representation of the Appraiser, substantially in the form of Appendix F hereto, addressed to the County, Bond Counsel, the Underwriter, Underwriter's Counsel, and the Trustee, or in form otherwise agreed upon by the Underwriter, and (ii) a copy of the real estate appraisal of the property within Neighborhood Improvement Area #3 attached as Appendix G to the Limited Offering Memorandum.

(p) Letter of Representation of Administrator. Letter of Representation of the Administrator, substantially in the form of Appendix G hereto, addressed to the County, Bond Counsel, the Underwriter, Underwriter's Counsel and the Trustee, or in form otherwise agreed upon by the Underwriter.

(q) Evidence of Filing of Initial 2022 Amended and Restated Service and Assessment Plan, Service and Assessment Plan, and Landowner Agreements. Evidence that (i) the Initial 2022 Amended and Restated Service and Assessment Plan, (ii) the Service and Assessment Plan, including the Assessment Roll for Neighborhood Improvement Area #3 of the District, (iii) the Phase 3 Landowner Agreement, including legal description of Phase 3 of Neighborhood Improvement Area #3 of the District by metes and bounds, (iv) the Phase 4 Landowner Agreement, including legal description of Phase 4 of Neighborhood Improvement Area #3 of the District by metes and bounds, and (v) the Phase 5 Landowner Agreement, including legal description of Phase 5 of Neighborhood Improvement Area #3 of the District by metes and bounds, have been filed of record in the real property records of Hays County, Texas.

(r) Developers Organizational Documents. The Master Developer, the Phase 3 Developer and the Phase 4 Developer, each respectively, shall have delivered to the Underwriter and the County, (i) fully executed copies of the Master Developer's, the Phase 3 Developer's and the Phase 4 Developer's organizational documents, (ii) a Certificate of Status from the Texas Secretary of State for the respective Developer, and (iii) verification

of franchise tax account status from the Texas Comptroller of Public Accounts for the Developer.

(s) Rule 15c2-12 Certification. A resolution or certificate of the County (which may be included in the Bond Order) whereby the County has deemed the Preliminary Limited Offering Memorandum final as of its date, except for permitted omissions, as contemplated by Rule 15c2-12 in connection with the offering of the Bonds.

(t) Lender Consent Certificates. Lender Consent Certificate of PlainsCapital Bank, Horizon Bank and any other lienholder on land in Neighborhood Improvement Area #3 of the District, consenting to and acknowledging the creation of the District, the adoption of the Assessment Order, the levy of Assessments, and the subordination of their respective liens to the lien created by the Assessments in a form acceptable to the Underwriter and the County.

(u) Dissemination Agent. Evidence acceptable to the Underwriter in its sole discretion that the County has engaged a dissemination agent acceptable to the Underwriter for the Bonds, with the execution of the County Continuing Disclosure Agreement and the Continuing Disclosure Agreement of the Developer by other parties thereto being conclusive evidence of such acceptance by the Underwriter.

(v) BLOR. A copy of the Blanket Issuer Letter of Representation to DTC signed by the County.

(w) Additional Documents. Such additional legal opinions, certificates, instruments, and other documents as the Underwriter or their counsel may reasonably deem necessary.

10. County's Closing Conditions. The obligation of the County hereunder to deliver the Bonds shall be subject to receipt on or before the Closing Date of the purchase price set forth in Section 1 hereof, the Attorney General Opinion, the opinion of Bond Counsel described in Section 9(a) hereof and all documents required to be provided by the Developer.

11. Establishment of Issue Price.

(a) The Underwriter agrees to assist the County in establishing the issue price of the Bonds and shall execute and deliver to the County on or before Closing an "issue price" or similar certificate (the "Issue Price Certificate"), together with the supporting pricing wires or equivalent communications, substantially in the form attached hereto as Appendix B, with such modifications as may be appropriate or necessary, in the reasonable judgment of the Underwriter, the County and Bond Counsel, to accurately reflect, as applicable, the sales price or prices or the initial offering price or prices to the public of the Bonds. All actions to be taken by the County under this Section to establish the issue price of the Bonds may be taken on behalf of the County by the County's Financial Advisor identified herein and any notice or report to be provided to the County may be provided to the County's Financial Advisor.

(b) The Underwriter confirms that it has offered all the Bonds of each maturity to the public on or before the date of this Agreement at the respective offering price (the "initial offering price"), or at the corresponding yield or yields, set forth in Schedule I attached hereto, except as otherwise set forth therein. At or promptly after the execution of this Agreement, the Underwriter shall report to the County as of the sale date the first price at which the Underwriter has sold to the public at least 10% of each maturity of Bonds (the "10% test"), and shall identify to the County as of the sale date those maturities of the Bonds for which the 10% test has not been satisfied. If different interest coupons apply within a maturity, each separate CUSIP number within that maturity will be treated as a separate maturity for this purpose.

(c) The County and the Underwriter agree that the restrictions set forth in the next sentence shall apply to those maturities of the Bonds for which the 10% test has not been met as of the sale date, which will allow the County to treat the initial offering price to the public of each such maturity as of the sale date as the issue price of that maturity (the "hold-the-offering-price rule"). So long as the hold-the-offering-price rule remains applicable to any maturity of the Bonds, the Underwriter will neither offer nor sell unsold Bonds of that maturity to any person at a price that is higher than the initial offering price to the public during the period starting on the sale date and ending on the earlier of the following:

(1) the close of the fifth (5th) business day after the sale date; or

(2) the date on which the Underwriter has sold at least 10% of that maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public.

The Underwriter shall promptly advise the County when the Underwriter has sold 10% of that maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public, if such sale occurs prior to the close of the fifth (5th) business day after the sale date.

(d) The Underwriter confirms that any selling group agreement and each third-party distribution agreement relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each dealer who is a member of the selling group, and each broker-dealer that is a party to such third-party distribution agreement, as applicable, to (A) to comply with the hold-the-offering-price rule, if applicable, if and for so long as directed by the Underwriter and as set forth in the related pricing wires, (B) to promptly notify the Underwriter of any sales of Bonds that, to its knowledge, are made to a purchaser who is a related party to an underwriter participating in the initial sale of the Bonds to the public, and (C) to acknowledge that, unless otherwise advised by the dealer or broker-dealer, the Underwriter shall assume that each order submitted by the dealer or broker-dealer is a sale to the public. The County acknowledges that, in making the representation set forth in this subsection, the Underwriter will rely on (i) in the event a selling group has been created in connection with the initial sale of the Bonds to the public, the agreement of each dealer who is a member of the selling group to comply with the requirements for establishing issue price of the Bonds, including, but not

limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Bonds, as set forth in a selling group agreement and the related pricing wires and (ii) in the event that the Underwriter is a party to a third-party distribution agreement that was employed in connection with the initial sale of the Bonds to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the requirements for establishing issue price of the Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Bonds, as set forth in the third-party distribution agreement and the related pricing wires. The County further acknowledges that the Underwriter shall not be liable for the failure of any dealer who is a member of a selling group or of any broker-dealer that is a party to a third-party distribution agreement, to comply with its corresponding agreement to comply with the requirements for establishing issue price of the Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Bonds.

(e) The Underwriter acknowledges that sales of any Bonds to any person that is a related party to the Underwriter shall not constitute sales to the public for purposes of this Section. Further, for purposes of this Section:

(i) "public" means any person other than an underwriter or a related party,

(ii) "underwriter" means (A) any person that agrees pursuant to a written contract with the County (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Bonds to the public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the public),

(iii) a purchaser of any of the Bonds is a "related party to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (i) more than 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (ii) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (iii) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other), and

(iv) "sale date" means the date of execution of this Agreement by all parties.

12. Consequences of Termination. If the County shall be unable to satisfy the conditions contained in this Agreement or if the obligations of the Underwriter shall be terminated for any reason permitted by this Agreement, this Agreement shall terminate and the Underwriter

and the County shall have no further obligation hereunder, except as further set forth in Sections 13, 15 and 16 hereof.

13. Costs and Expenses.

(a) The Underwriter shall be under no obligation to pay, and the County shall cause to be paid from proceeds of the Bonds the following expenses incident to the issuance of the Bonds and performance of the County's obligations hereunder: (i) the costs of the preparation and printing of the Bonds; (ii) the cost of preparation, printing, and mailing of the Preliminary Limited Offering Memorandum, the final Limited Offering Memorandum and any supplements and amendments thereto; (iii) the fees and disbursements of the County's financial advisor and legal counsel, the Trustee's counsel, Bond Counsel, Developer's Counsel, and the Trustee relating to the issuance of the Bonds, (iv) the Attorney General's review fees, (v) the fees and disbursements of accountants, advisers and any other experts or consultants retained by the County or the Developer, including but not limited to the fees and expenses of the Appraiser and the Administrator, and (vi) the expenses incurred by or on behalf of County employees and representatives that are incidental to the issuance of the Bonds and the performance by the County of its obligations under this Agreement.

(b) The Underwriter shall pay the following expenses: (i) all advertising expenses in connection with the limited offering of the Bonds; (ii) fees of Underwriter's Counsel; and (iii) all other expenses, including CUSIP fees (including out-of-pocket expenses and related regulatory expenses), incurred by it in connection with its offering and distribution of the Bonds, except as noted in Subsection 13(a) above.

(c) The County acknowledges that the Underwriter will pay from the Underwriter's expense allocation of the underwriting discount the applicable per bond assessment charged by the Municipal Advisory Council of Texas, a nonprofit corporation whose purpose is to collect, maintain and distribute information relating to issuing entities of municipal securities.

14. Notice. Any notice or other communication to be given to the County under this Agreement may be given by delivering the same in writing to: Hays County Government Center, 712 S. Stagecoach Trail, Suite 1071, San Marcos, Texas 78666, Attention: County Auditor. Any notice or other communication to be given to the Underwriter under this Agreement may be given by delivering the same in writing to: FMSbonds, Inc., 5 Cowboys Way, Suite 300-25, Frisco, Texas 75034, Attention: Tripp Davenport, Director.

15. Entire Agreement. This Agreement is made solely for the benefit of the County and the Underwriter (including their respective successors and assigns), and no other person shall acquire or have any right hereunder or by virtue hereof. All of the County's representations, warranties, and agreements contained in this Agreement shall remain operative and in full force and effect regardless of: (i) any investigations made by or on behalf of the Underwriter, provided the County shall have no liability with respect to any matter of which the Underwriter has actual knowledge prior to the purchase of the Bonds; or (ii) delivery of any payment for the Bonds

pursuant to this Agreement. The agreements contained in this Section and in Sections 16 and 18 shall survive any termination of this Agreement.

16. Survival of Representations and Warranties. All representations and warranties of the parties made in, pursuant to or in connection with this Agreement shall survive the execution and delivery of this Agreement, notwithstanding any investigation by the parties. All statements contained in any certificate, instrument, or other writing delivered by a party to this Agreement or in connection with the transactions described in or by this Agreement constitute representations and warranties by such party under this Agreement to the extent such statement is set forth as a representation and warranty in the instrument in question.

17. Counterparts. This Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument.

18. Severability. In case any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof.

19. State Law and Venue Governs. The validity, interpretation, and performance of this Agreement shall be governed by the laws of the State of Texas and venue shall lie in Hays County, Texas.

20. No Assignment. The rights and obligations created by this Agreement shall not be subject to assignment by the Underwriter or the County without the prior written consent of the other parties hereto.

21. No Personal Liability. None of the members of the Commissioners Court, nor any officer, representative, agent, or employee of the County, shall be charged personally by the Underwriter with any liability, or be held liable to the Underwriter under any term or provision of this Agreement, or because of execution or attempted execution, or because of any breach or attempted or alleged breach of this Agreement.

22. Form 1295. Submitted herewith or on a date prior hereto is a completed Form 1295 in connection with the Underwriter'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 Underwriter. The Underwriter 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 Underwriter; and, neither the County nor its consultants have verified such information.

23. Anti-Boycott Verification. The Underwriter hereby verifies that the Underwriter and its parent companies, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and, to the extent this Agreement is a contract for goods or services, will not boycott Israel during the term of this Agreement. The foregoing verification is made solely to

enable the County to comply with Section 2271.002, Texas Government Code, and to the extent such Section does not contravene applicable State or Federal Law. As used in the foregoing verification, 'boycott Israel' means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. The Underwriter understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the Underwriter within the meaning of SEC Rule 405, 17. C.F.R. § 230.405 and exists to make a profit.

24. Iran, Sudan and Foreign Terrorist Organizations. The Underwriter hereby represents that neither the Underwriter nor any of its parent companies, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer's internet website: https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf, https://comptroller.texas.gov/purchasing/docs/iran-list.pdf, or https://comptroller.texas.gov/purchasing/docs/fto-list.pdf. The foregoing representation is made solely to enable the County to comply with Section 2252.152, Texas Government Code, and to the extent such Section does not contravene applicable State or Federal law and excludes the Underwriter and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. The Underwriter understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the Underwriter within the meaning of SEC Rule 405, 17. C.F.R. § 230.405 and exists to make a profit.

25. Verification Regarding Energy Company Boycotts. To the extent this Agreement constitutes a contract for goods or services for which a written verification is required under Section 2274.002 (as added by Senate Bill 13 in the 87th Texas Legislature, Regular Session), Texas Government Code, as amended, the Underwriter 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 County 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 or Texas law; or (B) does business with a company described by (A) above. The Underwriter understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the Underwriter within the meaning of SEC Rule 405, 17. C.F.R. § 230.405 and exists to make a profit.

26. Verification Regarding Discrimination Against Firearm Entity or Trade Association. 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 Underwriter 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 County 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,

a. "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,

b. "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

c. "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.

[*Remainder of this page intentionally left blank*]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first set forth above.

FMSbonds, Inc.,
as Underwriter

By: _____
Name:
Title:

Accepted at _____ a.m./p.m. central time on the date first stated above.

HAYS COUNTY, TEXAS

By: _____
County Judge

SCHEDULE I

$_____
HAYS COUNTY, TEXAS
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2022
(La Cima Public Improvement District Neighborhood Improvement Area #3 Project)

Interest Accrues From: Date of Delivery

$_____ _____% Term Bonds, Due September 15, 20__, Priced to Yield _____%;[(a), (b), (c)]

$_____ _____% Term Bonds, Due September 15, 20__, Priced to Yield _____%;[(a), (b), (c)]

$_____ _____% Term Bonds, Due September 15, 20__, Priced to Yield _____%;[(a), (b), (c)]

(a) The initial prices or yields of the Bonds are furnished by the Underwriter, have been determined in accordance with the "10% test," and represent the initial offering prices or yields to the public, which may be changed by the Underwriter at any time.

(b) The Bonds maturing on or after September 15, 20__ are subject to redemption, in whole or in part, prior to stated maturity, at the option of the County, on any day on or after September 15, 20__ at the redemption price of 100% of the principal amount plus accrued and unpaid interest to the date of redemption, as set forth in the Limited Offering Memorandum under "DESCRIPTION OF THE SERIES 2022 BONDS — Redemption Provisions."

(c) (The Bonds are also subject to mandatory sinking fund redemption and extraordinary optional redemption as described Limited Offering Memorandum under "DESCRIPTION OF THE SERIES 2022 BONDS — Redemption Provisions."

The Bonds are subject to mandatory sinking fund redemption on the dates and in the respective Sinking Fund Installments as set forth in the following schedule.

$_____ Bonds Maturing September 15, 20__

Redemption Date	Sinking Fund Installment
September 15, 20__	$
September 15, 20__	
September 15, 20__	
September 15, 20__	
September 15, 20__*	

* Final Maturity

$_____ Bonds Maturing September 15, 20__

Redemption Date	Sinking Fund Installment
September 15, 20__	$
September 15, 20__	
September 15, 20__	
September 15, 20__	
September 15, 20__*	

* Final Maturity

APPENDIX A

FORM OF DEVELOPERS LETTER OF REPRESENTATIONS

$_____
HAYS COUNTY, TEXAS,
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2022
(La Cima Public Improvement District Neighborhood Improvement Area #3 Project)

DEVELOPERS LETTER OF REPRESENTATIONS

December 6, 2022

Hays County, Texas
712 S. Stagecoach Trail, Suite 1071
San Marcos, Texas 78666

FMSbonds, Inc.
5 Cowboys Way, Suite 300-25
Frisco, Texas 75034

Ladies and Gentlemen:

This letter is being delivered to the Hays County, Texas (the "County") and FMSbonds, Inc. (the "Underwriter"), in consideration for your entering into the Bond Purchase Agreement dated the date hereof (the "Bond Purchase Agreement") for the sale and purchase of the $_____.00 "Hays County, Texas, Special Assessment Revenue Bonds, Series 2022 (La Cima Public Improvement District Neighborhood Improvement Area #3 Project)" (the "Bonds"). Pursuant to the Bond Purchase Agreement, the Underwriter has agreed to purchase from the County, and the County has agreed to sell to the Underwriter, the Bonds. In order to induce the County to enter into the Bond Purchase Agreement and as consideration for the execution, delivery, and sale of the Bonds by the County and the purchase of them by the Underwriter, the undersigned, La Cima San Marcos, LLC, a Texas limited liability company (the "Master Developer"), LCSM Ph. 3, LLC, a Texas limited liability company (the "Phase 3 Developer"), and LCSM Ph. 4, LLC, a Texas limited liability company (the "Phase 4 Developer" and, together with the Master Developer and the Phase 3 Developer, the "Developers"), make the representations, warranties, and covenants contained in this Developers Letter of Representations. Unless the context clearly indicates otherwise, each capitalized term used in this Developers Letter of Representations will have the meaning set forth in the Bond Purchase Agreement.

1. Purchase and Sale of Bonds. Inasmuch as the purchase and sale of the Bonds represents a negotiated transaction, the Developers understand, and hereby confirm, that the

Underwriter is not acting as a fiduciary of the Developers, but rather is acting solely in its capacity as Underwriter of the Bonds for its own account.

2. Updating of the Limited Offering Memorandum. If, after the date of this Developers Letter of Representations, up to and including the date the Underwriter is no longer required to provide a Limited Offering Memorandum to potential customers who request the same pursuant to Rule 15c2-12 (the earlier of (i) ninety (90) days from the "end of the underwriting period" (as defined in Rule 15c2-12) and (ii) the time when the Limited Offering Memorandum is available to any person from the MSRB, but in no case less than twenty-five (25) days after the "end of the underwriting period" for the Bonds), the Developers become aware of any fact or event which might or would cause the Limited Offering Memorandum, as then supplemented or amended, to contain any untrue statement of a material fact or to omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, or if it is necessary to amend or supplement the Limited Offering Memorandum to comply with law, the Developers will notify the County and the Underwriter (and for the purposes of this clause provide the County and the Underwriter with such information as it may from time to time request); however, that for the purposes of this Developers Letter of Representations and any certificate delivered by the Developers in accordance with the Bond Purchase Agreement, the Developers make no representations with respect to (i) the descriptions in the Preliminary Limited Offering Memorandum or the Limited Offering Memorandum of The Depository Trust Company, New York, New York, or its book-entry-only system and (ii) the information in the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum under the captions "THE COUNTY," "THE DISTRICT," "BONDHOLDERS' RISKS" (except as it pertains to the Developers, the Neighborhood Improvement Area #3 Improvements and the District Development, as defined in the Limited Offering Memorandum), "TAX MATTERS," "LEGAL MATTERS — Litigation — The County," "CONTINUING DISCLOSURE — The County" and "— The County' Compliance with Prior Undertakings" and "INFORMATION RELATING TO THE TRUSTEE."

3. Developers Documents. The Developers, as applicable, have executed or caused the execution of and delivered each of the below listed documents (individually, a "Developers Document" and collectively, the "Developers Documents") in the capacity provided for in each such Developers Document, and each such Developers Document constitutes a valid and binding obligation of Developer, enforceable against the Developers in accordance with its terms:

(a) this Developers Letter of Representations;

(b) the Development Agreement;

(c) the Financing Agreement;

(d) the Phase 3 Reimbursement Agreement;

(e) the Phase 4 Reimbursement Agreement;

(f) the Phase 5 Reimbursement Agreement;

(g) the Phase 3 Landowner Agreement;

(h) the Phase 4 Landowner Agreement;

(i) the Phase 5 Landowner Agreement; and

(j) the Continuing Disclosure Agreement of the Developer.

The Developers have complied in all material respects with all of the Developers' agreements and covenants and satisfied all conditions required to be complied with or satisfied by the Developers under the Developers Documents on or prior to the date hereof.

4. Developers Representations, Warranties and Covenants. The Developers represent, warrant, and covenant to the County and the Underwriter that:

(a) Due Organization and Existence. Each of the Developers is duly formed and validly existing as a limited liability company under the laws of the State of Texas.

(b) Organizational Documents. The copies of the organizational documents of the Developers provided by the Developers (the "Developers Organizational Documents") to the County and the Underwriter are fully executed, true, correct, and complete copies of such documents and such documents have not been amended or supplemented and are in full force and effect as of the date hereof.

(c) No Breach. The execution and delivery of the Developers Documents by the Developers does not violate any judgment, order, writ, injunction or decree binding on the Developers or any indenture, agreement, or other instrument to which the Developers are a party.

(d) No Litigation. Other than as described in the Preliminary Limited Offering Memorandum, there are no proceedings pending or threatened in writing before any court or administrative agency against the Developers that is either not covered by insurance or which singularly or collectively would have a material, adverse effect on the ability of the Developers to perform their obligations under the Developers Documents in all material respects or that would reasonably be expected to prevent or prohibit the development of the District Development in accordance with the description thereof in the Preliminary Limited Offering Memorandum.

(e) Information. The information prepared and submitted by the Developers to the County or the Underwriter in connection with the preparation of the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum was, and is, as of this date, true and correct in all material respects.

(f) Preliminary Limited Offering Memorandum. The Developers represent and warrant that the information set forth in the Preliminary Limited Offering Memorandum under the captions "PLAN OF FINANCE — Development Plan and Status of Development" and "— Financing of Development in the District," "OVERLAPPING TAXES AND DEBT — Overlapping Taxes and Debt - Value Ratios Relating to the

Neighborhood Improvement Area #3 Assessments in Neighborhood Improvement Area #3" and " — Homeowners' Association," "THE NEIGHBORHOOD IMPROVEMENT AREA #3 IMPROVEMENTS" "THE DISTRICT DEVELOPMENT," "THE LOT PURCHASE AND SALE AGREEMENTS FOR NEIGHBORHOOD IMPROVEMENT AREA #3," "THE ORIGINAL LANDOWNER, THE MASTER DEVELOPER AND THE NIA #3 DEVELOPERS," "CONTINUING DISCLOSURE – The Master Developer and the NIA #3 Developers" and "– The Master Developer's and the Original Landowners' Compliance with Prior Undertakings," and, to the best of the Developer's knowledge after due inquiry, under the captions "BONDHOLDERS' RISKS" (only as it pertains to the Developers, the Neighborhood Improvement Area #3 Improvements and the District Development, as defined in the Limited Offering Memorandum) and "LEGAL MATTERS — Litigation — The Master Developer and the NIA #3 Developers," and "SOURCES OF CERTAIN INFORMATION " is true and correct and does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading. The Developers agree to provide a certificate dated the Closing Date affirming, as of such date, the representations contained in this subsection (f) with respect to the Preliminary Limited Offering Memorandum.

(g) Events of Default. No "Event of Default" or "event of default" by the Developers under any of the Developers Documents, any documents to which the Developers are a party described in the Preliminary Limited Offering Memorandum, or under any material documents relating to the financing and construction of the Neighborhood Improvement Area #3 Improvements to which the Developers are a party, or event that, with the passage of time or the giving of notice or both, would constitute such "Event of Default" or "event of default," by the Developers has occurred and is continuing.

5. Indemnification.

(a) The Developers will indemnify and hold harmless the County and the Underwriter and each of their officers, directors, employees and agents against any losses, claims, damages or liabilities to which any of them may become subject, under the Securities Act or otherwise, insofar as such losses, claims, damages or liabilities (or actions in respect thereof) arise out of or are based upon an untrue statement or alleged untrue statement of a material fact contained or incorporated by reference in the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum under the captions "PLAN OF FINANCE — Development Plan and Status of Development" and "— Financing of Development in the District," "OVERLAPPING TAXES AND DEBT — Overlapping Taxes and Debt - Value Ratios Relating to the Neighborhood Improvement Area #3 Assessments in Neighborhood Improvement Area #3" and " — Homeowners' Association," "THE NEIGHBORHOOD IMPROVEMENT AREA #3 IMPROVEMENTS," "THE DISTRICT DEVELOPMENT," "LOT PURCHASE AND SALE AGREEMENTS FOR NEIGHBORHOOD IMPROVEMENT AREA #3," "THE ORIGINAL LANDOWNER, THE MASTER DEVELOPER AND THE NIA #3 DEVELOPERS," "BONDHOLDERS' RISKS" (only as it pertains to the Developers, the Neighborhood Improvement Area #3 Improvements, and the District Development), "LEGAL MATTERS — Litigation – The Master Developer and the NIA #3 Developers,"

"CONTINUING DISCLOSURE – The Master Developer and the NIA #3 Developers" and "– The Master Developer's and Original Landowners' Compliance with Prior Undertakings" and "SOURCES OF CERTAIN INFORMATION" or any amendment or supplement to the Limited Offering Memorandum amending or supplementing the information contained under the aforementioned captions (as qualified above), or arise out of or are based upon the omission, untrue statement or alleged untrue statement or omission to state therein a material fact necessary to make the statements under the aforementioned captions (as qualified above) not misleading under the circumstances under which they were made and will reimburse any indemnified party for any reasonable legal or other expenses reasonably incurred by them in connection with investigating or defending any such action or claim as such expenses are incurred.

(b) Promptly after receipt by an indemnified party under subsection (a) above of notice of the commencement of any action, such indemnified party shall, if a claim in respect thereof is to be made against the indemnifying party under such subsection, notify the indemnifying party in writing of the commencement thereof; but the omission so to notify the indemnifying party shall not relieve the indemnifying party from any liability which it may have to the indemnified party otherwise than under such subsection, unless such indemnifying party was prejudiced by such delay or lack of notice. In case any such action shall be brought against an indemnified party, it shall promptly notify the indemnifying party of the commencement thereof, the indemnifying party shall be entitled to participate therein and, to the extent that it shall wish, to assume the defense thereof, with counsel reasonably satisfactory to such indemnified party (who shall not, except with the consent of the indemnified party, be counsel to the indemnifying party), and, after notice from the indemnifying party to such indemnified party of its election so to assume the defense thereof, the indemnifying party shall not be liable to such indemnified party under such subsection for any legal expenses of other counsel or any other expenses, in each case subsequently incurred by such indemnified party, in connection with the defense thereof other than reasonable costs of investigation. The indemnifying party shall not be liable for any settlement of any such action effected without its consent, but if settled with the consent of the indemnifying party or if there is a final judgment for the plaintiff in any such action, the indemnifying party will indemnify and hold harmless any indemnified party from and against any loss or liability by reason of such settlement or judgment. The indemnity herein shall survive delivery of the Bonds and shall survive any investigation made by or on behalf of the County, the Developers or the Underwriter.

6. Survival of Representations, Warranties and Covenants. All representations, warranties, and agreements in this Developers Letter of Representations will survive regardless of (a) any investigation or any statement in respect thereof made by or on behalf of the Underwriter, (b) delivery of any payment by the Underwriter for the Bonds hereunder, and (c) any termination of the Bond Purchase Agreement.

7. Binding on Successors and Assigns. This Developers Letter of Representations will be binding upon the Developers and their successors and assigns and inure solely to the benefit of the Underwriter and the County, and no other person or firm or entity will acquire or have any right under or by virtue of this Developers Letter of Representations.

[*Signature page to follow*]

DEVELOPERS:

LA CIMA SAN MARCOS, LLC,
a Texas limited liability company

By: _____
Name: Bryan W. Lee
Its Manager

LCSM PH. 3, LLC,
a Texas limited liability company

By: _____
Name: Bryan W. Lee
Its Manager

LCSM PH. 4, LLC,
a Texas limited liability company

By: _____
Name: Bryan W. Lee
Its Manager

APPENDIX B

$_____
HAYS COUNTY, TEXAS, SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2022
(La Cima Public Improvement District Neighborhood Improvement Area #3 Project)

ISSUE PRICE CERTIFICATE

The undersigned, on behalf of FMSbonds, Inc. ("FMS"), hereby certifies as set forth below with respect to the sale and issuance of the above-captioned obligations (the "Bonds") of the Hays County, Texas (the "Issuer").

1. ***Sale of the General Rule Maturities***. As of the date of this certificate, for each Maturity of the General Rule Maturities, the first price at which at least 10% of such Maturity was sold to the Public is the respective price listed in Schedule A. A copy of the pricing wire or equivalent communication for the Bonds is attached to this certificate as Schedule B.

2. ***Initial Offering Price of the Hold-the-Offering-Price Maturities***.

(a) FMS offered the Hold-the-Offering-Price Maturities to the Public for purchase at the respective initial offering prices listed in Schedule A (the "Initial Offering Prices") on or before the Sale Date.

(b) As set forth in the Bond Purchase Agreement, FMS agreed in writing on or prior to the Sale Date that, (i) for each Maturity of the Hold-the-Offering-Price Maturities, it would neither offer nor sell any of the Bonds of such Maturity to any person at a price that is higher than the Initial Offering Price for such Maturity during the Holding Period for such Maturity (the "hold-the-offering-price rule"), and (ii) any selling group agreement shall contain the agreement of each dealer who is a member of the selling group, and any retail or other third-party distribution agreement shall contain the agreement of each broker-dealer who is a party to the retail or other third-party distribution agreement, to comply with the hold-the-offering-price rule. Pursuant to such agreement, no Underwriter (as defined below) offered or sold any Maturity of the Hold-the-Offering-Price Maturities at a price that is higher than the respective Initial Offering Price for that Maturity of the Bonds during the Holding Period.

3. ***Reserve Fund***. The Reserve Fund is reasonably required in that it was a material factor in selling the Bonds at the lowest possible yield (given other characteristics of the Bonds) without regard to any benefit from positive net investment earnings on amounts held in the Reserve Fund, and that it is reasonable and customary in marketing similar issues of governmental obligations.

4. ***Defined Terms***.

(a) *General Rule Maturities* means those Maturities of the Bonds listed in Schedule A hereto as the "General Rule Maturities."

(b) *Hold-the-Offering-Price Maturities* means those Maturities of the Bonds listed in Schedule A hereto as the "Hold-the-Offering-Price Maturities."

(c) *Holding Period* means, with respect to a Hold-the-Offering-Price Maturity, the period starting on the Sale Date and ending on the earlier of (i) the close of the fifth business day after the Sale

Date, or (ii) the date on which FMS sold at least 10% of such Hold-the-Offering-Price Maturity to the Public at prices that are no higher than the Initial Offering Price for such Hold-the-Offering-Price Maturity.

(d) *Maturity* means Bonds with the same credit and payment terms. Bonds with different maturity dates, or Bonds with the same maturity date but different stated interest rates, are treated as separate maturities.

(e) *Public* means any person (including an individual, trust, estate, limited liability company, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term "related party" for purposes of this certificate generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

(f) *Sale Date* means the first day on which there is a binding contract in writing for the sale of a Maturity of the Bonds. The Sale Date of the Bonds is December 6, 2022.

(g) *Underwriter* means (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the Public).

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents FMS's interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the Issuer with respect to certain of the representations set forth in the Tax Certificate with respect to the Bonds and with respect to compliance with the federal income tax rules affecting the Bonds, and by Orrick, Herrington & Sutcliffe LLP in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the Issuer from time to time relating to the Bonds.

EXECUTED and DELIVERED this _____, 2022.

FMSbonds, Inc.

By: _____

Name:_____

Title:_____

SCHEDULE A

SALE PRICES OF THE GENERAL RULE MATURITIES AND INITIAL OFFERING PRICES OF THE HOLD-THE-OFFERING-PRICE MATURITIES

(*Attached*)

SCHEDULE B

PRICING WIRE OR EQUIVALENT COMMUNICATION

(*Attached*)

APPENDIX C

[LETTERHEAD OF OFFICE OF GENERAL COUNSEL]

December 22, 2022

FMSbonds, Inc.
5 Cowboys Way, Suite 300-25
Frisco, Texas 75034

BOKF, NA, a national banking association
1401 McKinney, Suite 1000
Houston, Texas 77010

Hays County, Texas
712 S. Stagecoach Trail, Suite 1071
San Marcos, Texas 78666

$_____

HAYS COUNTY, TEXAS,
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2022
(La Cima Public Improvement District Neighborhood Improvement Area #3 Project)

Ladies and Gentlemen:

I am an Attorney for Hays County, Texas (the "County"), and am rendering this opinion in connection with the issuance and sale of $_____ "Hays County, Texas, Special Assessment Revenue Bonds, Series 2022 (La Cima Public Improvement District Neighborhood Improvement Area #3 Project)" (the "Bonds"), by the County, a political subdivision of the State of Texas.

The Bonds are authorized pursuant to Order No. _____ and enacted by the Commissioners Court of the County (the "Commissioners Court") on December 6, 2022 (the "Bond Order") and shall be issued pursuant to the provisions of Subchapter A of the Public Improvement District Assessment Act, Chapter 372, Texas Local Government Code, as amended (the "Act") and the Indenture of Trust dated as of December 1, 2022 (the "Indenture") by and between the County and BOKF, NA, a national banking association, as trustee (the "Trustee"). Capitalized terms not defined herein shall have the same meanings as in the Indenture, unless otherwise stated herein.

In connection with rendering this opinion, I have reviewed the:

(a) The Resolution No. 30162 enacted by the Commissioners Court on September 23, 2014 (the "Creation Resolution");

(b) The order adopted by the Commissioners Court on September 13, 2022 (the "Assessment Order");

(c) The Bond Order;

(d) The Indenture;

(e) The La Cima Public Improvement District Financing Agreement, by and between La Cima San Marcos, LLC, a Texas limited liability company (the "Master Developer") and the County, dated effective as of July 21, 2015, as amended by that certain First Amendment to the La Cima Public Improvement District Financing Agreement effective as of May 12, 2020 and as further amended by that certain Second Amendment to the La Cima Public Improvement District Financing Agreement effective as of September 13, 2022 (collectively, the "Financing Agreement");

(f) The Seventh Amended and Restated Development Agreement among the City of San Marcos, Texas, the County, Lazy Oaks Ranch, LP, a Texas limited partnership, LCSM Ph. 1-1, LLC, a Texas limited liability company, LCSM Ph. 1-2, LLC, a Texas limited liability company, LCSM Ph. 2, LLC, a Texas limited liability company, LCSM Ph. 3, LLC, a Texas limited liability company (the "Phase 3 Developer"), LCSM Ph. 4, LLC, a Texas limited liability company (the "Phase 4 Developer" and, together with the Phase 3 Developer, the "NIA #3 Developers"), La Cima Commercial, LP, a Texas limited partnership, LCSM WW, LLC, a Texas limited liability company, and LCSM West, LP, a Texas limited partnership, made and entered into as of May 17, 2022, (the "Development Agreement");

(g) The Continuing Disclosure Agreement of Issuer with respect to the Bonds, dated as of December 1, 2022 (the "County Continuing Disclosure Agreement"), executed and delivered by the County, P3Works, LLC, as Administrator, and Specialized Public Finance, Inc., as Dissemination Agent;

(h) The La Cima Public Improvement District Reimbursement Agreement Neighborhood Improvement Area #3 – Phase 3, effective as of September 13, 2022, executed by the County and the Phase 3 Developer (the "Phase 3 Reimbursement Agreement");

(i) The La Cima Public Improvement District Reimbursement Agreement Neighborhood Improvement Area #3 – Phase 4, effective as of September 13, 2022, executed by the County and the Phase 4 Developer (the "Phase 4 Reimbursement Agreement");

(j) The La Cima Public Improvement District Reimbursement Agreement Neighborhood Improvement Area #3 – Phase 5, effective as of September 13, 2022, executed by the County and the Phase 4 Developer (the "Phase 5 Reimbursement Agreement");

(k) The La Cima Public Improvement District Neighborhood Improvement Area #3 – Phase 3 Landowner Agreement and Notice of Special Assessments, dated as of September 13, 2022 executed by the County and the Phase 3 Developer (the "Phase 3 Landowner Agreement");

(l) The La Cima Public Improvement District Neighborhood Improvement Area #3 – Phase 4 Landowner Agreement and Notice of Special Assessments, dated as of September 13, 2022 executed by the County and the Phase 4 Developer (the "Phase 4 Landowner Agreement"); and

(m) The La Cima Public Improvement District Neighborhood Improvement Area #3 – Phase 5 Landowner Agreement and Notice of Special Assessments, dated as of September 13, 2022 executed by the County and the Phase 4 Developer (the "Phase 5 Landowner Agreement").

The Creation Resolution, the Assessment Order and Bond Order shall herein after be referred to as the "Authorizing Documents" and the remaining documents shall herein after be collectively referred to as the "County Documents."

In all such examinations, I have assumed that all signatures on documents and instruments executed by the County are genuine and that all documents submitted to me as copies conform to the originals. In addition, for purposes of this opinion, I have assumed the due authorization, execution and delivery of the County Documents by all parties other than the County.

Based upon and subject to the foregoing and the additional qualifications and assumptions set forth herein, I am are of the opinion that:

1. The County is a Texas political subdivision and has all necessary power and authority to enter into and perform its obligations under the Authorizing Documents and the County Documents. The County has taken or obtained all actions, approvals, consents and authorizations required of it by applicable laws in connection with the execution of the Authorizing Documents and the County Documents and the performance of its obligations thereunder.

2. To the best of my knowledge, there is no action, suit, proceeding, inquiry or investigation at law or in equity, before or by any court, public board or body, pending, or threatened against the County: (a) affecting the existence of the County or the titles of its officers to their respective offices, (b) in any way questioning the formation or existence of the District, (c) affecting, contesting or seeking to prohibit, restrain or enjoin the delivery of any of the Bonds, or the payment, collection or application of any amounts pledged or to be pledged to pay the principal of and interest on the Bonds, including the Special Assessments in Neighborhood Improvement Area #3 of the District pursuant to the provisions of the Assessment Orders, the Bond Order and the Service and Assessment Plan referenced therein, (d) contesting or affecting the validity or enforceability or the County's performance of the County Documents, (e) contesting the exclusion of the interest on the Bonds from federal income taxation, or (f) which may result in any material adverse change relating to the financial condition of the County.

3. The Authorizing Documents were duly enacted by the County and remain in full force and effect on the date hereof.

4. The County Documents have been duly authorized, executed and delivered by the County and remain legal, valid and binding obligations of the County enforceable against the County in accordance with their terms. However, the enforceability of the obligations of the County under such County Documents may be limited or otherwise affected by (a) bankruptcy, insolvency, reorganization, moratorium and other laws affecting the rights of creditors generally, (b) principles of equity, whether considered at law or in equity, and (c) the application of Texas law relating to action by future councils and relating to governmental immunity applicable to governmental entities.

5. The performance by the County of the obligations under the Authorizing Documents and the County Documents will not violate any provision of any Federal or Texas constitutional or statutory provision.

6. No further consent, approval, authorization, or order of any court or governmental agency or body or official is required to be obtained by the County as a condition precedent to the

performance by the County of its obligations under the Authorizing Documents and the County Documents.

7. The County has duly authorized, executed and delivered the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum.

8. The adoption of the Authorizing Documents and the execution and delivery of the County Documents and the compliance with the provisions of the Authorizing Documents and the County Documents under the circumstances contemplated thereby, to the best of my knowledge: (a) do not and will not in any material respect conflict with or constitute on the part of the County a breach of or default under any agreement to which the County is a party or by which it is bound, and (b) do not and will not in any material respect conflict with or constitute on the part of the County a violation, breach of or default under any existing law, regulation, court order or consent decree to which the County is subject.

This opinion may not be relied upon by any other person except those specifically addressed in this letter.

Very truly yours,

_____

JORDAN M. POWELL
ASSISTANT GENERAL COUNSEL
HAYS COUNTY OFFICE OF GENERAL COUNSEL
ATTORNEY FOR THE COUNTY

APPENDIX D

[LETTERHEAD OF DUBOIS, BRYANT & CAMPBELL, LLP]

December 22, 2022

Hays County, Texas
712 S. Stagecoach Trail, Suite 1071
San Marcos, Texas 78666

FMSbonds, Inc.
5 Cowboys Way, Suite 300-25
Frisco, Texas 75034

BOKF, NA, a national banking association
1401 McKinney, Suite 1000
Houston, Texas 77010

Norton Rose Fulbright US LLP
98 San Jacinto Boulevard, Suite 1100
Austin, Texas 78701

Orrick Herrington & Sutcliffe LLP
300 W 6th Street, Suite 1850
Austin, Texas 78701

$_____
HAYS COUNTY, TEXAS,
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2022
(La Cima Public Improvement District Neighborhood Improvement Area #3 Project)

Ladies and Gentlemen:

We have acted as special counsel to LCSM Ph. 3, LLC, a Texas limited liability company ("LCSM 3"), LCSM Ph. 4, LLC, a Texas limited liability company (LCSM 4") (together, the "NIA #3 Developers") and La Cima San Marcos, LLC, a Texas limited liability company (the "Master Developer"), in connection with the issuance and sale by Hays County, Texas (the "County"), of $_____ Hays County, Texas, Special Assessment Revenue Bonds, Series 2022 (La Cima Public Improvement District Neighborhood Improvement Area #3 Project) (the "Bonds"), pursuant to the Indenture of Trust dated as of December 1, 2022 (the "Indenture"), by and between the County and BOKF, NA, a national banking association, as trustee (the "Trustee"). Proceeds from the sale of the Bonds will be used, in part, to fund certain public infrastructure improvements in the development known as "La Cima" (the "Development") located in Hays County, Texas (the "County").

The Bonds are being sold by FMSbonds, Inc. (the "Underwriter"), pursuant to that certain Bond Purchase Agreement dated December 6, 2022 (the "Bond Purchase Agreement"), between the County and the Underwriter.

All capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Bond Purchase Agreement.

In our capacity as special counsel to the NIA #3 Developers and the Master Developer and for purposes of rendering the opinions set forth herein, we have examined originals or copies, certified or otherwise identified to our satisfaction, of:

(a) The following documents (collectively, the "Material Documents"):

(1) The Seventh Amended and Restated Development Agreement among the City of San Marcos, Texas, the County, Lazy Oaks Ranch, LP, a Texas limited partnership, LCSM Ph. 1-1, LLC, a Texas limited liability company, LCSM Ph. 1-2, LLC, a Texas limited liability company, LCSM Ph. 2, LLC, a Texas limited liability company, LCSM 3, LCSM 4, La Cima Commercial, LP, a Texas limited partnership, LCSM WW, LLC, a Texas limited liability company, and LCSM West, LP, a Texas limited partnership, made and entered into as of May 17, 2022, (the "Development Agreement");

(2) The Developers Letter of Representations dated as of December 6, 2022;

(3) The La Cima Public Improvement District Financing Agreement, by and between La Cima San Marcos, LLC, a Texas limited liability company (the "Master Developer") and the County, dated effective as of July 21, 2015, as amended by that certain First Amendment to the La Cima Public Improvement District Financing Agreement effective as of May 12, 2020 and as further amended by that certain Second Amendment to the La Cima Public Improvement District Financing Agreement effective as of September 13, 2022 (collectively, the "Financing Agreement");

(4) The Continuing Disclosure Agreement of the Developer with respect to the Bonds, dated as of December 1, 2022, made by and among the Master Developer, the NIA #3 Developers, P3Works, LLC, as Administrator, and Specialized Public Finance Inc., as dissemination agent (the "Continuing Disclosure Agreement of the Developer");

(5) The La Cima Public Improvement District Reimbursement Agreement Neighborhood Improvement Area #3 – Phase 3, effective as of September 13, 2022, executed by the County and LCSM 3 (the "Phase 3 Reimbursement Agreement");

(6) The La Cima Public Improvement District Reimbursement Agreement Neighborhood Improvement Area #3 – Phase 4, effective as of September 13, 2022, executed by the County and LCSM 4 (the "Phase 4 Reimbursement Agreement");

(7) The La Cima Public Improvement District Reimbursement Agreement Neighborhood Improvement Area #3 – Phase 5, effective as of September 13, 2022, executed by the County and LCSM 4 (the "Phase 5 Reimbursement Agreement");

(8) The La Cima Public Improvement District Neighborhood Improvement Area #3 – Phase 3 Landowner Agreement and Notice of Special Assessments, dated as of September 13, 2022 executed by the County and LCSM 3 (the "Phase 3 Landowner Agreement");

(9) The La Cima Public Improvement District Neighborhood Improvement Area #3 – Phase 4 Landowner Agreement and Notice of Special Assessments, dated as of September 13, 2022 executed by the County and LCSM 4 (the "Phase 4 Landowner Agreement"); and

(10) The La Cima Public Improvement District Neighborhood Improvement Area #3 – Phase 5 Landowner Agreement and Notice of Special Assessments, dated as of September 13, 2022 executed by the County and LCSM 4 (the "Phase 5 Landowner Agreement")

(b) The General Certificate of the NIA #3 Developers and Master Developer and the Closing Certificate of the Developers, each dated as of the date hereof (together, the "Developers Certificate");

(c) The Preliminary Limited Offering Memorandum, dated November 28, 2022 relating to the issuance of the Bonds (the "Preliminary Limited Offering Memorandum");

(d) The final Limited Offering Memorandum, dated December 6, 2022, relating to the issuance of the Bonds (collectively with the Preliminary Limited Offering Memorandum, the "Limited Offering Memorandum"); and

(e) Such other documents, records, agreements and certificates of the NIA #3 Developers and the Master Developer as we have deemed necessary or appropriate to render the opinions expressed below.

In basing the opinions and other matters set forth herein on "our knowledge," the words "our knowledge" signify that, in the course of our representation of the NIA #3 Developers, and the Master Developer the principal attorneys in this firm involved in the current actual transaction do not have actual knowledge or actual notice that any such opinions or other matters are not accurate or that any of the documents, certificates, reports and information on which we have relied are not accurate and complete. Except as otherwise stated herein, we have undertaken no independent investigation or certification of such matters. The words "our knowledge" and similar language used herein are intended to be limited to the knowledge of the attorneys within our firm who have worked on the matters contemplated by our representation as special counsel.

In rendering the opinions set forth herein, we have assumed, without independent investigation (other than the NIA #3 Developers and the Master Developer), that: (i) the due authorization, execution, and delivery of each of the documents referred to in this opinion letter by all parties thereto and that each such document constitutes a valid, binding, and enforceable obligation of each party thereto, (ii) all of the parties to the documents referred to in this opinion letter are duly organized, validly existing, in good standing and have the requisite power, authority (corporate, limited liability company, partnership or other) and legal right to execute, deliver, and perform its obligations under such documents (except to the extent set forth in our opinions set forth herein regarding valid existence and power and authority of the NIA #3 Developers, and the Master Developer to execute, deliver, and perform its obligations under the Material Documents), (iii) each certificate from governmental officials reviewed by us is accurate, complete, and authentic, and all official public records are accurate and complete, (iv) the legal capacity of all natural persons, (v) the genuineness of all signatures (other than those of the NIA #3 Developers and the Master Developer in respect of the Material Documents), (vi) the authenticity and accuracy of all documents submitted to us as originals, (vii) the conformity to original documents of all documents submitted to us as photostatic or certified copies, (viii) that no laws or judicial,

administrative, or other action of any governmental authority of any jurisdiction not expressly opined to herein would adversely affect the opinions set forth herein, and (ix) that the execution and delivery by each party of, and performance of its agreements in, the Material Documents do not breach or result in a default under any existing obligation of such party under any agreements, contracts or instruments to which such party is a party to or otherwise subject to or any order, writ, injunction or decree of any court applicable to such party.

In addition, we have assumed that the Material Documents accurately reflect the complete understanding of the parties with respect to the transactions contemplated thereby and the rights and obligations of the parties thereunder. We have also assumed that the terms and conditions of the transaction as reflected in the Material Documents have not been amended, modified or supplemented, directly or indirectly, by any other agreement or understanding of the parties or waiver of any of the material provisions of the Material Documents.

We assume that none of the parties to the Material Documents (other than the NIA #3 Developers and the Master Developer) is a party to any court or regulatory proceeding relating to or otherwise affecting the Material Documents or is subject to any order, writ, injunction or decree of any court or federal, state or local governmental agency or commission that would prohibit the execution and delivery of the Material Documents, or the consummation of the transactions therein contemplated in the manner therein provided, or impair the validity or enforceability thereof. We assume that each of the parties to the Material Documents (other than the NIA #3 Developers and the Master Developer) has full authority to close this transaction in accordance with the terms and provisions of the Material Documents.

We assume that neither the County and its counsel does not have any current actual knowledge of any facts not known to us or any law or judicial decision which would make the opinions set forth herein incorrect, and that no party upon whom we have relied for purposes of this opinion letter has perpetrated a fraud.

We have only been engaged by our clients in connection with the Material Documents (and the transactions contemplated in the Material Documents) and do not represent these clients generally.

Opinions and Assurances

Based solely upon the foregoing, and subject to the assumptions and limitations set forth herein, we are of the opinion that:

1. The NIA #3 Developers and the Master Developer are limited liability companies duly formed, validly existing and in good standing under the laws of the State of Texas.

2. The NIA #3 Developers and the Master Developer have the power and authority to execute and deliver the Material Documents to which they are a party, and to perform its obligations thereunder.

3. The execution and delivery by the NIA #3 Developers and the Master Developer of the respective Material Documents to which each is a party, and the performance by the NIA #3 Developers, and the Master Developer of their respective obligations under the Material Documents will not (i) violate any applicable law; or (ii) conflict with or result in the breach of any court decree or order of any governmental body identified in the Developers Certificate or otherwise actually known to the lawyers who have provided substantive attention to the representation reflected in this opinion binding upon or affecting the NIA #3 Developers and the Master Developer, the conflict with which or breach of which would have a material, adverse effect on the ability of the NIA #3 Developers and the Master Developer to perform their respective obligations under the Material Documents to which it is a party.

4. To our knowledge, no governmental approval which has not been obtained or taken is required to be obtained or taken by the NIA #3 Developers and the Master Developer on or before the date hereof as a condition to the performance by the NIA #3 Developers and the Master Developer of their obligations under the Material Documents to which it is a party, except for governmental approvals that may be required to comply with certain covenants contained in the Material Documents (including, without limitation, covenants to comply with applicable laws).

5. The NIA #3 Developers and the Master Developer have duly executed and delivered each of the Material Documents to which each is a party, and each of the Material Documents constitute the legal, valid, and binding obligations of the NIA #3 Developers and the Master Developer (to the extent that the NIA #3 Developers and the Master Developer area party thereto), enforceable against the NIA #3 Developers and the Master Developer in accordance with their respective terms, subject to the following qualifications: (i) the effect of applicable bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting the rights of creditors generally, and (ii) the effect of the exercise of judicial discretion in accordance with general principles of equity (whether applied by a court of law or of equity), and (iii) the effect that enforceability of the indemnification provisions therein may be limited, in whole or in part. The execution, delivery, and performance by the NIA #3 Developers and the Master Developer of its of their respective obligations under the Material Documents do not violate any existing laws of the State of Texas applicable to the NIA #3 Developers and the Master Developer.

6. To our knowledge, there are no actions, suits or proceedings pending or threatened against the Developers identified in the Developers Certificate, or otherwise actually known to the lawyers who have provided substantive attention to the representation reflected in this opinion in any court of law or equity, or before or by any governmental instrumentality with respect to (i) their organization or existence or qualification to do business in the State of Texas; (ii) their authority to execute or deliver the Material Documents to which they are a party; (iii) the titles of the parties executing the Material Documents; (iv) the execution, delivery, validity or enforceability of the Material Documents on behalf of the NIA #3 Developers or the Master Developer; (v) the operations or financial condition of the NIA #3 Developers and the Master Developer that would materially adversely affect those operations or the financial condition of the NIA #3 Developers or the Master Developer; or (vi) the acquisition and construction of the property and improvements identified in the Limited Offering Memorandum the cost of which is to be funded or reimbursed, in whole or in part, by the proceeds of the Bonds.

7. The execution and delivery of the Material Documents do not, and the transactions described therein may be consummated and the terms and conditions thereof may be observed and performed in a manner that does not, conflict with or constitute a breach of or default under any loan agreement, Indenture, bond note, resolution, agreement or other instrument to which the NIA #3 Developers, or the Master Developer is a party or is otherwise subject which violation, breach or default would materially adversely affect the NIA #3 Developers or the Master Developer, or its performance of its obligations under the transactions described in the Material Documents; nor will any such execution, delivery, adoption, fulfillment, or compliance result in the creation or imposition of any lien, charge, or other security interest or encumbrance of any nature whatsoever upon any of the property or assets of the NIA #3 Developers or the Master Developer, except as expressly described in the Material Documents (a) under applicable law or (b) under any such loan agreement, indenture, bond note, resolution, agreement, or other instrument.

8. The information set forth in the Limited Offering Memorandum under the captions "PLAN OF FINANCE — The District," "— Development Plan and Status of Development," and "— Financing of Development in the District," "OVERLAPPING TAXES AND DEBT — "Overlapping Taxes and Debt - Value Ratios Relating to the Neighborhood Improvement Area #3 Assessments in Neighborhood Improvement Area #3" and " — Homeowners' Association," "THE NEIGHBORHOOD IMPROVEMENT AREA #3 IMPROVEMENTS," "THE DISTRICT DEVELOPMENT," "LOT PURCHASE AND SALE AGREEMENTS FOR NEIGHBORHOOD IMPROVEMENT AREA #3," "THE ORIGINAL LANDOWNER, THE MASTER DEVELOPER AND THE NIA #3 DEVELOPERS," "BONDHOLDERS' RISKS" (only as it pertains to the NIA #3 Developers, the Master Developer, the Neighborhood Improvement Area #3 Improvements and the District Development, as defined in the Limited Offering Memorandum)," "LEGAL MATTERS — Litigation — The Master Developer and the NIA #3 Developers," "CONTINUING DISCLOSURE — The Master Developer and the NIA #3 Developers," and "— The Master Developer's and Original Landowners' Compliance with Prior Undertakings" adequately and fairly describe the information summarized under such captions and are correct as to matters of law.

9. Subject to the below qualifications and based upon our participation in the preparation of the Limited Offering Memorandum and our participation at conferences with representatives of the Underwriter and its Counsel, of the County and its counsel, and with representatives of the NIA #3 Developers and the Master Developer at which the Limited Offering Memorandum and related matters were discussed, and although we have not independently verified the information in the Limited Offering Memorandum and are not passing upon and do not assume any responsibility for the accuracy, completeness or fairness of the statements contained in the Limited Offering Memorandum and any amendment or supplement thereto, no facts have come to our attention that lead us to believe that the information set forth under the captions referenced in the preceding paragraph as of the date of the Limited Offering Memorandum and the date hereof, contained or contains any untrue statement of a material fact, or omitted or omits to state any material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

Qualifications

In addition to any assumptions, qualifications and other matters set forth elsewhere herein, the opinions set forth above are subject to the following assumptions and qualifications:

(a) We have not examined any court dockets, agency files or other public records regarding the entry of any judgments, writs, decrees or orders or the pendency of any actions, proceedings, investigations or litigation.

(b) We have relied upon the Developers Certificate, as well as the representations of the NIA #3 Developers and the Master Developer contained in the Material Documents, with respect to certain facts material to our opinion. Except as otherwise specifically indicated herein, we have made no independent investigation regarding any of the foregoing documents or the representations contained therein.

(c) Our opinion delivered pursuant to Section 3 above is subject to the effect of any applicable bankruptcy, insolvency, reorganization, fraudulent conveyance, moratorium or other laws affecting creditors' rights generally and to the effect of general principles of equity, including (without limitation) remedies of specific performance and injunctive relief and concepts of materiality, reasonableness, good faith and fair dealing (regardless of whether considered in a proceeding in equity or at law).

(d) Except for the Material Documents, we have not reviewed, and express no opinion as to, any other contracts or agreements to which the NIA #3 Developers and the Master Developer is a party or by which the NIA #3 Developers and the Master Developer are or may be bound.

(e) The opinions expressed herein are based upon and limited to the applicable laws of the State of Texas and the laws of the United States of America, excluding the principles of conflicts of laws thereof, as in effect as of the date hereof, and our knowledge of the facts relevant to such opinions on such date. In this regard, we note that we are members of the Bar of the State of Texas, we do not express any opinion herein as to matters governed by the laws of any other jurisdiction, except the United States of America, we do not purport to be experts in any other laws and we can accept no responsibility for the applicability or effect of any such laws. In addition, we assume no obligation to supplement the opinions expressed herein if any applicable laws change after the date hereof, or if we become aware of any facts or circumstances that affect the opinions expressed herein.

(f) This letter is strictly limited to the matters expressly set forth herein and no statements or opinions should be inferred beyond such matters.

(g) Notwithstanding anything contained herein to the contrary, we express no opinion whatsoever concerning the status of title to any real or personal property.

(h) The opinions expressed herein regarding the enforceability of the Material Documents are subject to the qualification that certain of the remedial, waiver or other provisions thereof may not be enforceable; but such unenforceability will not, in our judgment, render the Material Documents invalid as a whole or substantially interfere with the practical realization of

the principal legal benefits provided in the Material Documents, except to the extent of any economic consequences of any procedural delays which may result therefrom.

(i) The opinion expressed herein as to the enforceability of the Material Documents is specifically subject to the qualification that enforceability of the Material Documents is limited by the following: (i) the rights of the United States under the Federal Tax Lien Act of 1966, as amended; (ii) principles of equity, public policy and unconscionability which may limit the availability of certain remedies; (iii) bankruptcy, insolvency, reorganization, fraudulent conveyance, liquidation, probate, conservatorship and other laws applicable to creditors' rights or the collection of debtors' obligations generally; and (iv) requirements of due process under the United States Constitution, the Constitution of the State of Texas and other laws or court decisions limiting the rights of creditors to repossess, foreclose or otherwise realize upon the property of a debtor without appropriate notice or hearing or both.

(j) We express no opinion as to whether a court would grant specific performance or any other equitable remedy with respect to the enforcement of the Material Documents.

(k) We express no opinion as to the validity, binding effect, or enforceability of: (i) provisions which purport to waive rights or notices, including rights to trial by jury, counterclaims or defenses, jurisdiction or venue; (ii) provisions relating to consent judgments, waivers of defenses or the benefits of statutes of limitations, marshaling of assets, the transferability of any assets which by their nature are nontransferable, sales in inverse order of alienation, or severance; (iii) provisions purporting to waive the benefits of present or of future laws relating to exemptions, appraisement, valuation, stay of execution, redemption, extension of time for payment, setoff and similar debtor protection laws; or (iv) provisions requiring a party to pay fees and expenses regardless of the circumstances giving rise to such fees or expenses or the reasonableness thereof.

(l) The opinions expressed herein are subject to the effect of generally applicable rules of law that provide that forum selection clauses in contracts are not necessarily binding on the court(s) in the forum selected.

(m) We express no opinion as to the enforceability of any provisions in the Material Documents purporting to entitle a party to indemnification in respect of any matters arising in whole or in part by reason of any negligent, illegal or wrongful act or omission of such party.

This opinion is furnished to those parties addressed in this letter solely in connection with the transactions, for the purposes and on the terms described above and may not be relied upon for any other purpose or by any other person in any manner or for any purpose.

[Signature Page to Follow]

Very truly yours,

_____

DUBOIS BRYANT &CAMPBELL, LLP
ATTORNEY FOR THE NIA #3 DEVELOPERS
AND THE MASTER DEVELOPER

APPENDIX E

CLOSING CERTIFICATE OF DEVELOPERS

La Cima San Marcos, LLC, a Texas limited liability company (the "Master Developer"), LCSM Ph. 3, LLC, a Texas limited liability company (the "Phase 3 Developer"), and LCSM Ph. 4, LLC, a Texas limited liability company (the "Phase 4 Developer" and, together with the Master Developer and the Phase 3 Developer, the "Developers") DO HEREBY CERTIFY the following as of the date hereof. All capitalized terms not otherwise defined herein shall have the meaning given to such term in the Limited Offering Memorandum.

1. The Developers are each a limited liability company organized, validly existing and in good standing under the laws of the State of Texas.

2. Representatives of the Developers have provided information to Hays County, Texas (the "County") and FMSbonds, Inc. (the "Underwriter") to be used in connection with the offering by the County of its $_____ aggregate principal amount of Special Assessment Revenue Bonds, Series 2022 (La Cima Pubic Improvement District Neighborhood Area #3 Project) (the "Bonds"), pursuant to the County's Preliminary Limited Offering Memorandum, dated November 28, 2022 and Limited Offering Memorandum dated December 6, 2022 (together, the "Limited Offering Memorandum").

3. The Developers have delivered to the Underwriter and the County true, correct, complete and fully executed copies of each of the Developers' organizational documents, and such documents have not been amended or supplemented and are in full force and effect as of the date hereof.

4. The Developers each, respectively, have delivered to the Underwriter and the County a (i) Certificate of Status from the Texas Secretary of State and (ii) verification of franchise tax account status from the Texas Comptroller of Public Accounts for the Developers.

5. The Developers, as applicable, have executed or caused the execution of, and delivered each of the below listed documents (individually, a "Developers Document" and collectively, the "Developers Documents") in the capacity provided for in each such Developers Document, and each such Developers Document constitutes a valid and binding obligation of the Developers, enforceable against the Developers in accordance with its terms:

(a) that certain Developers Letter of Representations dated December 6, 2022;

(b) the La Cima Public Improvement District Financing Agreement, by and between La Cima San Marcos, LLC, a Texas limited liability company (the "Master Developer") and the County, dated effective as of July 21, 2015, as amended by that certain First Amendment to the La Cima Public Improvement District Financing Agreement effective as of May 12, 2020 and as further amended by that certain Second Amendment to the La Cima Public Improvement District Financing Agreement effective as of September 13, 2022 (collectively, the "Financing Agreement");

(c) the Seventh Amended and Restated Development Agreement among the City of San Marcos, Texas, the County, Lazy Oaks Ranch, LP, a Texas limited partnership, LCSM Ph. 1-1, LLC, a Texas limited liability company, LCSM Ph. 1-2, LLC, a Texas limited liability company, LCSM Ph. 2, LLC, a Texas limited liability company, LCSM Ph. 3, LLC, a Texas limited liability company (the "Phase 3 Developer"), LCSM Ph. 4, LLC, a Texas limited liability company (the "Phase 4 Developer" and, together with the Phase 3 Developer, the "NIA #3 Developers"), La Cima Commercial, LP, a Texas limited partnership, LCSM WW, LLC, a Texas limited liability company, and LCSM West, LP, a Texas limited partnership, made and entered into as of May 17, 2022;

(d) the La Cima Public Improvement District Reimbursement Agreement Neighborhood Improvement Area #3 – Phase 3, effective as of September 13, 2022, executed by the County and the Phase 3 Developer;

(e) the La Cima Public Improvement District Reimbursement Agreement Neighborhood Improvement Area #3 – Phase 4, effective as of September 13, 2022, executed by the County and the Phase 4 Developer;

(f) the La Cima Public Improvement District Reimbursement Agreement Neighborhood Improvement Area #3 – Phase 5, effective as of September 13, 2022, executed by the County and the Phase 4 Developer;

(g) the La Cima Public Improvement District Neighborhood Improvement Area #3 – Phase 3 Landowner Agreement and Notice of Special Assessments, dated as of September 13, 2022 executed by the County and the Phase 3 Developer;

(h) the La Cima Public Improvement District Neighborhood Improvement Area #3 – Phase 4 Landowner Agreement and Notice of Special Assessments, dated as of September 13, 2022 executed by the County and the Phase 4 Developer;

(i) the La Cima Public Improvement District Neighborhood Improvement Area #3 – Phase 5 Landowner Agreement and Notice of Special Assessments, dated as of September 13, 2022 executed by the County and the Phase 4 Developer;

(j) Continuing Disclosure Agreement of the Developer with respect to the Bonds, dated as of December 1, 2022 executed and delivered by the Master Developer, the Phase 3 Developer, the Phase 4 Developer, P3Works, LLC as "Administrator," and Specialized Public Finance, Inc. as dissemination agent.

6. The Developers has complied in all material respects with all of the Developers' agreements and covenants and satisfied all conditions required to be complied with or satisfied by the Developers under the Developers Documents on or prior to the date hereof.

7. The representations and warranties of the Developers contained in the Developers Documents are true and correct in all material respects on and as of the date hereof.

8. The execution and delivery of the Developer Documents by Developers does not violate any judgment, order, writ, injunction or decree binding on the Developers or any indenture,

agreement, or other instrument to which Developers are a party. There are no proceedings pending or threatened in writing before any court or administrative agency against the Developers that is either not covered by insurance or which singularly or collectively would have a material, adverse effect on the ability of the Developers to perform their obligations under the Developers Documents in all material respects or that would reasonably be expected to prevent or prohibit the development of the District Development in accordance with the description thereof in the Limited Offering Memorandum.

9. The Developers have reviewed and approved the information contained in the Preliminary Limited Offering Memorandum under the "PLAN OF FINANCE — Development Plan and Status of Development" and "— Financing of Development in the District," "OVERLAPPING TAXES AND DEBT — "Overlapping Taxes and Debt - Value Ratios Relating to the Neighborhood Improvement Area #3 Assessments in Neighborhood Improvement Area #3" and " — Homeowners' Association," "THE NEIGHBORHOOD IMPROVEMENT AREA #3 IMPROVEMENTS," "THE DISTRICT DEVELOPMENT," "LOT PURCHASE AND SALE AGREEMENTS FOR NEIGHBORHOOD IMPROVEMENT AREA #3," "THE ORIGINAL LANDOWNER, THE MASTER DEVELOPER AND THE NIA #3 DEVELOPERS," "BONDHOLDERS' RISKS" (only as it pertains to the Developers, the Neighborhood Improvement Area #3 Improvements, and the District Development), "LEGAL MATTERS — Litigation – The Master Developer and the NIA #3 Developers," "CONTINUING DISCLOSURE – The Master Developer and the NIA #3 Developers" and "– The Master Developer's and Original Landowners' Compliance with Prior Undertakings" and "SOURCES OF CERTAIN INFORMATION" (collectively, the "Developers Disclosures") and certify that the information contained in the Developers Disclosures is true and correct and does not contain any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements made therein, in the light of the circumstances under which they are made, not misleading, as of the date of the Preliminary Limited Offering Memorandum and as of the date of the Limited Offering Memorandum; provided, however, that the foregoing certification is not a certification as to the accuracy, completeness or fairness of any of the other statements contained in the Preliminary Limited Offering Memorandum.

10. The Developers have reviewed and approved the information contained in the Developers Disclosures in the Limited Offering Memorandum and certifies that the same is true and correct and does not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements made therein, in the light of the circumstances under which they are made, not misleading, as of the date of the Limited Offering Memorandum and as of the date hereof; provided, however, that the foregoing certification is not a certification as to the accuracy, completeness or fairness of any of the other statements contained in the Limited Offering Memorandum.

11. The Developers are in compliance in all material respects with all provisions of applicable law relating to the Developers in connection with the District Development. Except as otherwise described in the Limited Offering Memorandum: (a) there is no default of any zoning condition, land use permit or development agreement binding upon the Developers or any portion of the District Development that would materially and adversely affect the Developers' ability to complete or cause to be completed the development of such portion of the District Development as described in the Limited Offering Memorandum; and (b) we have no reason to believe that any

additional permits, consents and licenses required to complete the District Development as and in the manner described in the Limited Offering Memorandum will not be reasonably obtainable in due course.

12. The Developers are not insolvent and have not made an assignment for the benefit of creditors, filed or consented to a petition in bankruptcy, petitioned or applied (or consented to any third party petition or application) to any tribunal for the appointment of a custodian, receiver or any trustee or commenced any proceeding under any bankruptcy, reorganization, arrangement, readjustment of debt, dissolution or liquidation law or statute of any jurisdiction.

13. The levy of the Neighborhood Improvement District #3 Assessments (as defined in the Limited Offering Memorandum) on property in Neighborhood Improvement Area #3 of the District owned by Developers will not conflict with or constitute a breach of or default under any agreement, mortgage, deed of trust, indenture or other instrument to which the Developers are a party or to which the Developers or any of their property or assets is subject.

14. The Developers are not in default under any mortgage, trust indenture, lease or other instrument to which it or any of their assets are subject, which default would have a material and adverse effect on the Bonds, the Developers' ability to perform their respective obligations under the Developers Documents, or the development of the District Development.

15. The Developers have no knowledge of any physical condition of the District Development owned or to be developed by the Developers that currently requires, or currently is reasonably expected to require in the process of development investigation or remediation under any applicable federal, state or local governmental laws or regulations relating to the environment in any material and adverse respect.

Dated: _____, 2022

[*Signature page to follow*]

DEVELOPERS:

LA CIMA SAN MARCOS, LLC,
a Texas limited liability company

By: _____
Name: Bryan W. Lee
Its Manager

LCSM PH. 3, LLC,
a Texas limited liability company

By: _____
Name: Bryan W. Lee
Its Manager

LCSM PH. 4, LLC,
a Texas limited liability company

By: _____
Name: Bryan W. Lee
Its Manager

[*Signature page of Closing Certificate of Developers*]

APPENDIX F

[BARLETTA & ASSOCIATES, INC.]

December 6, 2022

Hays County, Texas
712 S. Stagecoach Trail, Suite 1071
San Marcos, Texas 78666

FMSbonds, Inc.
5 Cowboys Way, Suite 300-25
Frisco, Texas 75034

Orrick Herrington & Sutcliffe
300 W 6th Street, Suite 1850
Austin, Texas 78701

BOKF, NA
1401 McKinney, Suite 1000
Houston, Texas 77010

Norton Rose Fulbright US LLP
98 San Jacinto Boulevard, Suite 1100,
Austin, Texas 78701

Re: Hays County, Texas, Special Assessment Revenue Bonds, Series 2022 (La Cima Public Improvement District Neighborhood Improvement Area #3 Project) (the "Bonds")

Ladies and Gentlemen:

The undersigned, _____, appraiser of the property contained in Neighborhood Improvement Area #3 of the La Cima Public Improvement District (the "District"), does hereby represent the following:

1. On behalf of Barletta & Associates, I have supplied certain information contained in the Preliminary Limited Offering Memorandum for the Bonds, dated November 28, 2022, and the Limited Offering Memorandum for the Bonds, dated on or about December 6, 2022 (together, the "Limited Offering Memorandum"), relating to the issuance of the Bonds by Hays County, Texas, as described above. The information I have provided is the real estate appraisal of the property in Neighborhood Improvement Area #3 of the District, located in APPENDIX G to the Limited Offering Memorandum, and the description thereof, set forth under the caption "APPRAISAL."

2. To the best of my professional knowledge and belief, as of the date of my appraisal report, the portion of the Limited Offering Memorandum described above does not contain an untrue statement of a material fact as to the information and data set forth therein, and does not omit to state a material fact necessary to make the statements made therein, in the light of the circumstances under which they were made, not misleading.

3. I agree to the inclusion of the Appraisal in the Limited Offering Memorandum and the use of the name of my firm in the Limited Offering Memorandum for the Bonds.

4. I agree that, to the best of my ability, I will inform you immediately should I learn of any event(s) or information of which you are not aware subsequent to the date of this letter and

prior to the actual time of delivery of the Bonds (anticipated to occur on or about December 22, 2022) which would render any such information in the Limited Offering Memorandum untrue, incomplete, or incorrect, in any material fact or render any statement in the appraisal materially misleading.

5. The undersigned hereby represents that he has been duly authorized to execute this letter of representations.

Sincerely yours,

BARLETTA & ASSOCIATES, INC.

_____

By: _____

Its: _____

APPENDIX G

[LETTERHEAD OF ADMINISTRATOR]

December 6, 2022

Hays County, Texas
712 S. Stagecoach Trail, Suite 1071
San Marcos, Texas 78666

FMSbonds, Inc.
5 Cowboys Way, Suite 300-25
Frisco, Texas 75034

Orrick Herrington & Sutcliffe
300 W 6th Street, Suite 1850
Austin, Texas 78701

BOKF, NA
1401 McKinney, Suite 1000
Houston, Texas 77010

Norton Rose Fulbright US LLP
98 San Jacinto Boulevard, Suite 1100,
Austin, Texas 78701

Re: Hays County, Texas, Special Assessment Revenue Bonds, Series 2022 (La Cima Public Improvement District Neighborhood Improvement Area #3 Project) (the "Bonds")

Ladies and Gentlemen:

The undersigned, an authorized representative of P3Works, LLC ("P3 Works," consultant in connection with the creation by the Hays County, Texas (the "County"), of the La Cima Public Improvement District (the "District"), does hereby represent the following:

1. P3 Works has supplied certain information contained in the Preliminary Limited Offering Memorandum, dated November 28, 2022 (the "Preliminary Limited Offering Memorandum"), and the final Limited Offering Memorandum, dated on or about December 6, 2022 (together with the Preliminary Limited Offering Memorandum, the "Limited Offering Memorandum"), both in connection with the Bonds, relating to the issuance of the Bonds by the County, as described above. The information P3 Works provided for the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum is located (a) under the captions "ASSESSMENT PROCEDURES" "ASSESSMENT COLLECTION DATA IN NEIGHBORHOOD IMPROVEMENT AREA #3" "OVERLAPPING TAXES AND DEBT – Overlapping Taxes and Debt" and "THE ADMINISTRATOR" and (b) in the Service and Assessment Plan (the "SAP") for the County located in APPENDIX C to the Limited Offering Memorandum.

2. To our professional knowledge and belief, the portions of the Limited Offering Memorandum described above do not contain an untrue statement of a material fact as to the information and data set forth therein, and do not omit to state a material fact necessary to make the statements made therein, in the light of the circumstances under which they were made, not misleading.

3. We agree to the inclusion of the SAP in the Limited Offering Memorandum and to the use of the name of our firm in the Limited Offering Memorandum for the Bonds.

4. We agree that, to the best of our ability, we will inform you immediately should we learn of any event(s) or information of which you are not aware subsequent to the date of this letter and prior to the actual time of delivery of the Bonds (anticipated to occur on or about December 22, 2022) which would render any such information in the Limited Offering Memorandum untrue, incomplete, or incorrect, in any material fact or render any such information materially misleading.

5. The undersigned hereby represents that he or she has been duly authorized to execute this letter of representation.

Sincerely yours,

P3WORKS, LLC

_____

By: _____

Its: _____

EXHIBIT C

CONTINUING DISCLOSURE AGREEMENT

HAYS COUNTY, TEXAS,
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2022
(LA CIMA PUBLIC IMPROVEMENT DISTRICT NEIGHBORHOOD IMPROVEMENT AREA #3 PROJECT)

CONTINUING DISCLOSURE AGREEMENT OF THE ISSUER

This Continuing Disclosure Agreement of the Issuer dated as of December 1, 2022 (this "Disclosure Agreement") is executed and delivered by and among Hays County, Texas (the "Issuer"), P3Works, LLC (the "Administrator"); and Specialized Public Finance Inc. (the "Dissemination Agent"), with respect to the Issuer's "Special Assessment Revenue Bonds, Series 2022 (La Cima Public Improvement District Neighborhood Improvement Area #3 Project)" (the "Series 2022 Bonds"). The Issuer, Administrator and the Dissemination Agent covenant and agree as follows:

SECTION 1. Purpose of the Disclosure Agreement. This Disclosure Agreement is being executed and delivered by the Issuer, the Administrator and the Dissemination Agent for the benefit of the Owners (defined below) and beneficial owners of the Bonds. Unless and until a different filing location is designated by the MSRB (defined below) or the SEC (defined below), all filings made by the Dissemination Agent pursuant to this Disclosure Agreement shall be filed with the MSRB through EMMA (defined below).

SECTION 2. Definitions. In addition to the definitions set forth above and in the Indenture of Trust dated as of December 1, 2022, relating to the Bonds (the "Indenture"), which apply to any capitalized term used in this Disclosure Agreement, including the Exhibits hereto, unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

"Administrative Expenses" shall have the meaning assigned to such term in the Indenture.

"Administrator" shall mean the Issuer or third-party designee who shall have the responsibilities provided in the Service and Assessment Plan, the Indenture, or any other agreement or document approved by the Issuer related to the duties and responsibilities for the administration of the District.

"Annual Audited Financial Statements" shall mean the audited financial statements of the Issuer, prepared in accordance with generally accepted accounting principles applicable from time to time to the Issuer.

"Annual Financial Information" shall mean annual financial information as such term is used in paragraph (b)(5)(i) of the Rule and specified in Section 4 of this Disclosure Agreement.

"Annual Installment(s)" shall have the meaning assigned to such term in the Indenture.

"Annual Issuer Report" shall mean any Annual Issuer Report provided by the Issuer pursuant to, and as described in, Sections 3 and 4(a) of this Disclosure Agreement.

"Annual Service Plan Update" shall have the meaning assigned to such term in the Indenture.

"Business Day" shall mean any day other than a Saturday, Sunday or legal holiday in the State of Texas observed as such by the Issuer or the Trustee.

"Developer" shall individually and collectively, as applicable, mean La Cima San Marcos, LLC, a Texas limited liability company; LSCM Ph. 3, LLC, a Texas limited liability company; and LSCM Ph. 4, LLC, a Texas limited liability company, and each's designated successors and assigns.

"Disclosure Agreement of Developer" shall mean the Continuing Disclosure Agreement of the Developer dated as of December 1, 2022 executed and delivered by the Developer, the Administrator and Specialized Public Finance Inc., as dissemination agent.

"Disclosure Representative" shall mean the County Auditor of the Issuer or such other officer or employee as the Issuer may designate in writing to the Dissemination Agent from time to time.

"Dissemination Agent" shall mean Specialized Public Finance, Inc. or any successor Dissemination Agent designated in writing by the Issuer and which has filed with the Trustee a written acceptance of such designation.

"District" shall mean the La Cima Public Improvement District.

"EMMA" shall mean the Electronic Municipal Market Access System currently available on the internet at http://emma.msrb.org.

"Financial Obligation" shall mean a (a) debt obligation; (b) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (c) guarantee of a debt obligation or any such derivative instrument; provided that "financial obligation" shall not include municipal securities (as 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.

"Fiscal Year" shall mean the calendar year from October 1 through September 30.

"Foreclosure Proceeds" shall have the meaning assigned to such term in the Indenture.

"Listed Events" shall mean any of the events listed in Section 5(a) of this Disclosure Agreement.

"MSRB" shall mean the Municipal Securities Rulemaking Board or any other entity designated or authorized by the SEC to receive continuing disclosure reporting pursuant to the Rule.

"Neighborhood Improvement Area #3 Assessment" shall have the meaning assigned such term in the Indenture.

"NIA #3" shall mean Neighborhood Improvement Area #3, as defined in the Indenture.

"Outstanding" shall have the meaning assigned to such term in the Indenture.

"Owner" shall mean the registered owner of any Bonds.

"Participating Underwriter" shall mean FMSbonds, Inc., and its successors and assigns.

"Prepayment" shall mean the payment of all or a portion of a Neighborhood Improvement Area #3 Assessment before the due date thereof.

"Rule" shall mean Rule 15c2-12 adopted by the SEC under the Securities Exchange Act of 1934, as the same may be amended from time to time.

"SEC" shall mean the United States Securities and Exchange Commission.

"Service and Assessment Plan" shall have the meaning assigned to such term in the Indenture.

"Trustee" shall mean BOKF, NA, or any successor trustee pursuant to the Indenture.

SECTION 3. <u>Provision of Annual Issuer Reports.</u>

(a) The Issuer shall cause and hereby directs the Dissemination Agent to provide or cause to be provided to the MSRB, in the electronic or other format required by the MSRB, commencing with the Fiscal Year ending September 30, 2023, an Annual Issuer Report provided to the Dissemination Agent which is consistent with the

requirements of and within the time periods specified in Section 4 of this Disclosure Agreement. If, however, the Annual Audited Financial Statements are not complete by the deadline specified in Section 4, then the Issuer shall provide unaudited financial statements within such period. In each case, the Annual Issuer Report may be submitted as a single document or as separate documents comprising a package and may include by reference other information as provided in Section 4 of this Disclosure Agreement. If the Issuer's Fiscal Year changes, it shall file notice of such change (including the date of the new Fiscal Year) with the MSRB prior to the next date by which the Issuer otherwise would be required to provide the Annual Issuer Report pursuant to this paragraph. All documents provided to the MSRB shall be accompanied by identifying information as prescribed by the MSRB.

Not later than ten (10) days prior to the date specified in Section 4 of this Disclosure Agreement for providing the Annual Issuer Report to the MSRB, the Issuer shall provide the Annual Issuer Report to the Dissemination Agent. The Dissemination Agent shall provide such Annual Issuer Report to the MSRB not later than ten (10) days from receipt of such Annual Issuer Report from the Issuer.

If by the fifth (5th) day before the filing date required under Section 4 of this Disclosure Agreement, the Dissemination Agent has not received a copy of the Annual Issuer Report the Dissemination Agent shall contact the Disclosure Representative by telephone and in writing (which may be by e-mail) to remind the Issuer of its undertaking to provide the Annual Issuer Report pursuant to this subsection (a). Upon such reminder, the Disclosure Representative shall either (i) provide the Dissemination Agent with an electronic copy of the Annual Issuer Report no later than two (2) Business Days prior to the applicable filing date required under Section 4 of this Disclosure Agreement; or (ii) instruct the Dissemination Agent in writing that the Issuer will not be able to provide the Annual Issuer Report within the time required under this Disclosure Agreement, state the date by which the Annual Issuer Report for such year will be provided and instruct the Dissemination Agent to immediately send a notice to the MSRB in substantially the form attached as Exhibit A; provided, however, that in the event the Disclosure Representative is required to act under either (i) or (ii) described above, the Dissemination Agent still must file the Annual Issuer Report or the notice of failure to file, as applicable, to the MSRB, no later than six months after the end of each Fiscal Year; provided further, however, that in the event the Disclosure Representative fails to act under either (i) or (ii) described above, the Dissemination Agent shall file a notice of failure to file no later than on the last Business Day of the six month period after the end of the Fiscal Year.

(b) The Issuer shall or shall cause the Dissemination Agent to:

(i) determine the filing address or other filing location of the MSRB each year prior to filing the Annual Issuer Report on the date required in subsection (b);

(ii) file the Annual Issuer Report containing or incorporating by reference the information set forth in Section 4 hereof; and

(iii) if the Issuer has provided the Dissemination Agent with the completed Annual Issuer Report and the Dissemination Agent has filed such Annual Issuer Report with the MSRB, then the Dissemination Agent shall file a report with the Issuer certifying that the Annual Issuer Report has been provided pursuant to this Disclosure Agreement, stating the date it was provided and that it was filed with the MSRB.

SECTION 4. Content and Timing of Annual Issuer Reports. The Annual Issuer Report for the Bonds shall contain or incorporate by reference, and the Issuer agrees to provide or cause to be provided to the Dissemination Agent to file within six months after the end of each Fiscal Year, the following:

(a) The Annual Audited Financial Statements of the Issuer for the most recently ended Fiscal Year, prepared in accordance with generally accepted accounting principles applicable from time to time to the Issuer. If the Annual Audited Financial Statements of the Issuer are not available within six months after the end of such Fiscal Year, the Issuer shall provide unaudited financial statements of the Issuer no later than such date and Annual Audited Financial Statements when available; and

(b) Tables setting forth the following information, as of the end of such Fiscal Year:

(i) For the Bonds, the maturity date or dates, the interest rate or rates, the original aggregate principal amount and principal amount remaining Outstanding; and

(ii) The amounts in the funds and accounts under the Indenture securing the Bonds and a description of the related investments.

(c) The principal and interest paid on the Bonds during the most recent Fiscal Year and the minimum scheduled principal and interest required to be paid on the Bonds in the next Fiscal Year;

(d) A description of any amendment to this Disclosure Agreement and a copy of any restatements to the Issuer's audited financial statements.

(e) Annual Service Plan Updates and any updates to the information in the Service and Assessment Plan as most recently amended or supplemented if not included in the Annual Service Plan Update, including any changes to the methodology for levying the Neighborhood Improvement Area #3 Assessments in Neighborhood Improvement Area #3.

(f) The total amount of Annual Installments, delinquent Annual Installments, Foreclosure Proceeds and prepaid Neighborhood Improvement Area #3 Assessments collected as of March 1 of the calendar year immediately succeeding such Fiscal Year, in each case with respect to the most recent billing period (generally, October 1 of the preceding calendar year through January 31 of the current calendar year);

(g) The total amount of Annual Installments assessed and collected during such Fiscal Year, together with the amount of delinquent Neighborhood Improvement Area #3 Assessments collected and Neighborhood Improvement Area #3 Assessments prepaid during such Fiscal Year;

(h) Collection and delinquency history of the Neighborhood Improvement Area #3 Assessments within Neighborhood Improvement Area #3 for the past five Fiscal Years, in substantially the following format:

Collection and Delinquent History of Neighborhood Improvement Area #3 Assessments

Collected in Fiscal Year Ending 9/30	Neighborhood Improvement Area #3 Assessment Billed	Parcels Levied	Delinquent Amount as of 3/1	Delinquent Percentage as of 3/1	Delinquent Amount as of 9/1	Delinquent Percentage as of 9/1	Total Neighborhood Improvement Area #3 Assessments Collected[1]
_____	$_____			__	__		$

[1] Collected as of _____ __, 20__. Includes $_____ attributable to Prepayments.

(i) For each calendar year, if the total amount of Annual Installments that are delinquent as of September 1 in such calendar year is equal to or greater than ten (10%) of the total amount of Annual Installments due in such calendar year, a list of parcel numbers for which the Annual Installments are delinquent.

(j) The amount of delinquent Assessments by Fiscal Year:

i. which are subject to institution of foreclosure proceedings (but as to which such proceedings have not been instituted);

ii. for which foreclosure proceedings have been instituted but have not been concluded;

iii. which have been reduced to judgment but not collected;

iv. which have been reduced to judgment and collected; and

v. the result of any foreclosure sales of assessed property within Neighborhood Improvement Area #3 if the assessed property sold at a foreclosure sale represents more than one percent (1%) of the total amount of Neighborhood Improvement Area #3 Assessments.

See Exhibit B hereto for a form for submitting the information set forth in Section 4(b). The Issuer has designated P3Works, LLC, as the initial Administrator. The Administrator, and if no Administrator is designated, Issuer's staff, shall prepare the Annual Financial Information. In all cases, the Issuer shall have the sole responsibility for the content, design and other elements comprising substantive contents of the Annual Issuer Reports under this Section 4.

Any or all of the items listed above may be included by specific reference to other documents, including disclosure documents of debt issues of the Issuer, which have been submitted to and are publicly accessible from the MSRB. If the document included by reference is a final offering document, it must be available from the MSRB. The Issuer shall clearly identify each such other document so included by reference.

SECTION 5. Reporting of Significant Events.

(a) Pursuant to the provisions of this Section 5, each of the following is a Listed Event with respect to the Bonds:

1. Principal and interest payment delinquencies.

2. Non-payment related defaults, if material.

3. Unscheduled draws on debt service reserves reflecting financial difficulties.

4. Unscheduled draws on credit enhancements reflecting financial difficulties.

5. Substitution of credit or liquidity providers, or their failure to perform.

6. Adverse tax opinions, the issuance by the IRS of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds.

7. Modifications to rights of Owners, if material.

8. Bond calls, if material, and tender offers.

9. Defeasances.

10. Release, substitution, or sale of property securing repayment of the bonds, if material.

11. Rating changes.

12. Bankruptcy, insolvency, receivership or similar event of the Issuer.

13. The consummation of a merger, consolidation, or acquisition of the Issuer, or the sale of all or substantially all of the assets of the Issuer, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material.

14. Appointment of a successor trustee under the Indenture or the change of name of a trustee, if material.

15. Incurrence of a Financial Obligation of the Issuer, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the Issuer, any of which affect security holders, if material.

16. Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the Issuer, any of which reflect financial difficulties.

The sale by the Developers of real property within Neighborhood Improvement Area #3 will not constitute a Listed Event for the purposes of paragraph (10) above.

For these purposes, 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 Issuer in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the Issuer, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the Issuer.

The Issuer intends the words used in paragraphs (15) and (16) above and the definition of "Financial Obligation" to have the same meanings as when they are used in the Rule, as evidenced by SEC Release No. 34-83885, dated August 20, 2018.

Upon the occurrence of a Listed Event, the Issuer shall promptly notify the Dissemination Agent in writing and the Issuer shall direct the Dissemination Agent to file a notice of such occurrence with the MSRB. The Dissemination Agent shall file such notice no later than the Business Day immediately following the day on which it receives written notice of such occurrence from the Issuer. Any such notice is required to be filed within ten (10) Business Days of the occurrence of such Listed Event.

Any notice under the preceding paragraphs shall be accompanied with the text of the disclosure that the Issuer desires to make, the written authorization of the Issuer for the Dissemination Agent to disseminate such information as provided herein, and the date the Issuer desires for the Dissemination Agent to disseminate the information (which date shall not be more than ten (10) Business Days after the occurrence of the Listed Event or failure to file).

In all cases, the Issuer shall have the sole responsibility for the content, design and other elements comprising substantive contents of all disclosures made under this Section 5. In addition, the Issuer shall have the sole responsibility to ensure that any notice required to be filed under this Section 5 is filed within ten (10) Business Days of the occurrence of the Listed Event.

(b) The Dissemination Agent shall, within three (3) Business Days of obtaining actual knowledge of the occurrence of any Listed Event with respect to the Bonds, notify the Disclosure Representative of such Listed Event. The Dissemination Agent shall not be required to file a notice of the occurrence of such Listed Event with the MSRB unless and until it receives written instructions from the Disclosure Representative to do so. If the Dissemination Agent has been instructed by the Disclosure Representative on behalf of the Issuer to report the occurrence of a Listed Event under this subsection (b), the Dissemination Agent shall immediately file a notice of such occurrence with the MSRB. It is agreed and understood that the duty to make or cause to be made the disclosures herein is that of the Issuer and not that of the Trustee or the Dissemination Agent. It is agreed and understood that the Dissemination Agent has agreed to give the foregoing notice to the Issuer as an accommodation to assist it in monitoring the occurrence of such event, but is under no obligation to investigate whether any such event has occurred. As used above, "actual knowledge" means the actual fact or statement of knowing, without a duty to make any investigation with respect thereto. In no event shall the Dissemination Agent be liable in damages or in tort to the Issuer, the Participating Underwriter, the Trustee, or any Owner or beneficial owner of any interests in the Bonds as a result of its failure to give the foregoing notice or to give such notice in a timely fashion.

(c) If in response to a notice from the Dissemination Agent under subsection (b), the Issuer determines that the Listed Event under number 2, 7, 8 (as to Bond calls only), 10, 13, 14 or 15 of subparagraph (a) above is not material under applicable federal securities laws, the Issuer shall promptly notify the Dissemination Agent and the Trustee (if the Dissemination Agent is not the Trustee) in writing and instruct the Dissemination Agent not to report the occurrence pursuant to subsection (b).

SECTION 6. Termination of Reporting Obligations. The obligations of the Issuer, the Administrator and the Dissemination Agent under this Disclosure Agreement shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Bonds, when the Issuer is no longer an obligated person with respect to the Series 2022 Bonds, or upon delivery by the Disclosure Representative to the Dissemination Agent of an opinion of nationally recognized bond counsel to the effect that continuing disclosure is no longer required. So long as any of the Bonds remain Outstanding, the Dissemination Agent may assume that the Issuer is an obligated person with respect to the Bonds until it receives written notice from the Disclosure Representative stating that the Issuer is no longer an obligated person with respect to the Bonds, and the Dissemination Agent may conclusively rely upon such written notice with no duty to make investigation or inquiry into any statements contained or matters referred to in such written notice. If such termination occurs prior to the final maturity of the Bonds, the Issuer shall give notice of such termination in the same manner as for a Listed Event with respect to such series of Bonds under Section 5(a).

SECTION 7. Dissemination Agent. The Issuer may, from time to time, appoint or engage a Dissemination Agent or successor Dissemination Agent to assist it in carrying out its obligations under this Disclosure Agreement, and may discharge such Dissemination Agent, with or without appointing a successor Dissemination Agent. If at any time there is not any other designated Dissemination Agent, the Issuer shall be the Dissemination Agent. The initial Dissemination Agent appointed hereunder shall be Specialized Public Finance Inc.

SECTION 8. Amendment; Waiver. Notwithstanding any other provisions of this Disclosure Agreement, the Issuer and the Dissemination Agent may amend this Disclosure Agreement (and the Dissemination Agent shall not unreasonably withhold its consent to any amendment so requested by the Issuer), and any provision of this Disclosure Agreement may be waived, provided that the following conditions are satisfied:

(a) If the amendment or waiver relates to the provisions of Sections 3(a), 4, or 5(a), it may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature or status of an obligated person with respect to the Bonds, or the type of business conducted;

(b) The undertaking, as amended or taking into account such waiver, would, in the opinion of nationally recognized bond counsel, have complied with the requirements of the Rule at the time of the delivery of the Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

(c) The amendment or waiver either (i) is approved by the Owners of the Bonds in the same manner as provided in the Indenture for amendments to the Indenture with the consent of Owners, or (ii) does not, in the opinion of nationally recognized bond counsel, materially impair the interests of the Owners or beneficial owners of the Bonds.

In the event of any amendment or waiver of a provision of this Disclosure Agreement, the Issuer shall describe such amendment in the next related Annual Issuer Report, and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver and its impact on the type (or in the case of a change of accounting principles, on the presentation) of financial information or operating data being presented by the Issuer. In addition, if the amendment relates to the accounting principles to be followed in preparing financial statements, (i) notice of such change shall be given in the same manner as for a Listed Event under Section 5(a), and (ii) the Annual Issuer Report for the year in which the change is made should present a comparison (in narrative form and also, if feasible, in quantitative form) between the financial statements as prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles. No amendment that materially adversely affects the Dissemination Agent may be made without its prior written consent (which consent will not be unreasonably withheld or delayed).

SECTION 9. Additional Information. Nothing in this Disclosure Agreement shall be deemed to prevent the Issuer from disseminating any other information, using the means of dissemination set forth in this Disclosure Agreement or any other means of communication, or including any other information in any Annual Issuer Report or

notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Agreement. If the Issuer chooses to include any information in any Annual Issuer Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Agreement, the Issuer shall have no obligation under this Disclosure Agreement to update such information or include it in any future Annual Issuer Report or notice of occurrence of a Listed Event.

SECTION 10. Default. In the event of a failure of the Issuer to comply with any provision of this Disclosure Agreement, the Dissemination Agent may (and, at the request of any Participating Underwriter or the Owners of at least twenty-five (25%) aggregate principal amount of Outstanding Series 2022 Bonds, shall, upon being indemnified to its satisfaction), or any Owner or beneficial owner of the Series 2022 Bonds may, take such actions as may be necessary and appropriate to cause the Issuer, as the case may be, to comply with its obligations under this Disclosure Agreement. A default under this Disclosure Agreement shall not be deemed an Event of Default under the Indenture with respect to the Bonds, and the sole remedy under this Disclosure Agreement in the event of any failure of the Issuer to comply with this Disclosure Agreement shall be an action for mandamus or specific performance. A default under this Disclosure Agreement by the Issuer shall not be deemed a default under the Disclosure Agreement of Developer by the Developer, and a default under the Disclosure Agreement of Developer by the Developer shall not be deemed a default under this Disclosure Agreement by the Issuer.

SECTION 11. Duties, Immunities and Liabilities of Dissemination Agent and Administrator.

(a) The Dissemination Agent shall not have any duty with respect to the content of any disclosures made pursuant to the terms hereof. The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Agreement, and no implied covenants shall be read into this Disclosure Agreement with respect to the Dissemination Agent. To the extent permitted by law, the Issuer agrees to hold harmless the Dissemination Agent, its officers, directors, employees and agents, but only with funds to be provided by the Developer or from Administrative Expenses collected from the property owners in the District, against any loss, expense and liabilities which it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including attorneys' fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's negligence or willful misconduct; provided, however, that nothing herein shall be construed to require the Issuer to indemnify the Dissemination Agent for losses, expenses or liabilities arising from information provided to the Dissemination Agent by the Developer or the failure of the Developer to provide information to the Dissemination Agent as and when required under the Disclosure Agreement of Developer. The obligations of the Issuer under this Section shall survive resignation or removal of the Dissemination Agent and payment in full of the Bonds. Nothing in this Disclosure Agreement shall be construed to mean or to imply that the Dissemination Agent is an "obligated person" under the Rule. The Dissemination Agent is not acting in a fiduciary capacity in connection with the performance of its respective obligations hereunder. The fact that the Dissemination Agent may have a banking or other business relationship with the Issuer or any person with whom the Issuer contracts in connection with the transaction described in the Indenture, apart from the relationship created by the Indenture or this Disclosure Agreement, shall not be construed to mean that the Dissemination Agent has actual knowledge of any event described in Section 5 above, except as may be provided by written notice to the Dissemination Agent pursuant to this Disclosure Agreement.

(b) Except as otherwise provided herein, the Administrator shall not have any duty with respect to the content of any disclosures made pursuant to the terms hereof. The Administrator shall have only such duties as are specifically set forth in this Disclosure Agreement, and no implied covenants shall be read into this Disclosure Agreement with respect to the Administrator. To the extent permitted by law, the Issuer agrees to hold harmless the Administrator, its officers, directors, employees and agents, but only with funds to be provided by the Developer or from Administrative Expenses collected from the property owners in the District, against any loss, expense and liabilities which it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including reasonable attorneys' fees) of defending against any claim of liability, but excluding liabilities due to the Administrator's negligence or willful misconduct. The obligations of the Issuer under this Section shall survive resignation or removal of the Administrator and payment in full of the Bonds. Nothing in this Disclosure Agreement shall be construed to mean or to imply that the Administrator is an "obligated person" under the Rule. The Administrator is not acting in a fiduciary capacity in connection with the performance of its respective obligations hereunder. The Administrator shall not in any event incur any liability with respect to (i) any action taken or omitted to be taken in good faith upon advice of legal counsel given with respect to any question

relating to duties and responsibilities of the Administrator hereunder, or (ii) any action taken or omitted to be taken in reliance upon any document delivered to the Administrator and believed to be genuine and to have been signed or presented by the proper party or parties.

(c) The Dissemination Agent or the Administrator may, from time to time, consult with legal counsel of its own choosing in the event of any disagreement or controversy, or question or doubt as to the construction of any of the provisions hereof or their respective duties hereunder, and the Dissemination Agent and Administrator shall not incur any liability and shall be fully protected in acting in good faith upon the advice of such legal counsel.

UNDER NO CIRCUMSTANCES SHALL THE DISSEMINATION AGENT, THE ADMINISTRATOR OR THE ISSUER BE LIABLE TO THE OWNER OR BENEFICIAL OWNER OF ANY BOND OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY ANY OTHER PARTY TO THIS DISCLOSURE AGREEMENT, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS DISCLOSURE AGREEMENT, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE. THE DISSEMINATION AGENT AND THE ADMINISTRATOR IS UNDER NO OBLIGATION NOR IS IT REQUIRED TO BRING SUCH AN ACTION.

SECTION 12. Neighborhood Improvement Area #3 Assessment Timeline. The basic expected timeline for the collection of Neighborhood Improvement Area #3 Assessments and the anticipated procedures for pursuing the collection of delinquent Neighborhood Improvement Area #3 Assessments is set forth in Exhibit C which is intended to illustrate the general procedures expected to be followed in enforcing the payment of delinquent Neighborhood Improvement Area #3 Assessments. Failure to adhere to such expected timeline shall not constitute a default by the Issuer under this Disclosure Agreement, the Indenture, the Bonds or any other document related to the Bonds.

SECTION 13. No Personal Liability. No covenant, stipulation, obligation or agreement of the Issuer, Administrator or Dissemination Agent contained in this Disclosure Agreement shall be deemed to be a covenant, stipulation, obligation or agreement of any present or future council members, officer, agent or employee of the Issuer, Administrator or Dissemination Agent in other than that person's official capacity.

SECTION 14. Severability. In case any section or provision of this Disclosure Agreement, or any covenant, stipulation, obligation, agreement, act or action, or part thereof made, assumed, entered into, or taken thereunder or any application thereof, is for any reasons held to be illegal or invalid, such illegality or invalidity shall not affect the remainder thereof or any other section or provision thereof or any other covenant, stipulation, obligation, agreement, act or action, or part thereof made, assumed, entered into, or taken thereunder (except to the extent that such remainder or section or provision or other covenant, stipulation, obligation, agreement, act or action, or part thereof is wholly dependent for its operation on the provision determined to be invalid), which shall be construed and enforced as if such illegal or invalid portion were not contained therein, nor shall such illegality or invalidity of any application thereof affect any legal and valid application thereof, and each such section, provision, covenant, stipulation, obligation, agreement, act or action, or part thereof shall be deemed to be effective, operative, made, entered into or taken in the manner and to the full extent permitted by law.

SECTION 15. Sovereign Immunity. The Dissemination Agent and the Administrator agree that nothing in this Disclosure Agreement shall constitute or be construed as a waiver of the Issuer's sovereign or governmental immunities regarding liability or suit.

SECTION 16. Beneficiaries. This Disclosure Agreement shall inure solely to the benefit of the Issuer, the Administrator, the Dissemination Agent, the Participating Underwriter, and the Owners and the beneficial owners from time to time of the Bonds, and shall create no rights in any other person or entity. Nothing in this Disclosure Agreement is intended or shall act to disclaim, waive or otherwise limit the duties of the Issuer under federal and state securities laws.

SECTION 17. Dissemination Agent Compensation. The fees and expenses incurred by the Dissemination Agent for its services rendered in accordance with this Disclosure Agreement constitute Administrative Expenses and

will be included in the Annual Installments as provided in the Annual Service Plan Update. The Dissemination Agent has entered into a separate agreement with the Issuer, which agreement provides for the payment of the fees and expenses of the Dissemination Agent for its services rendered in accordance with this Disclosure Agreement.

SECTION 18. Administrator Compensation. The fees and expenses incurred by the Administrator for its services rendered in accordance with this Disclosure Agreement constitute Administrative Expenses and will be included in the Annual Installments as provided in the Annual Service Plan Update. The Administrator has entered into a separate agreement with the Issuer, which agreement governs the administration of the District, including the payment of the fees and expenses of the Administrator for its services rendered in accordance with this Disclosure Agreement.

SECTION 19. Anti-Boycott Verification. Pursuant to Section 2271.002, Texas Government Code, the Dissemination Agent and the Administrator hereby verify that neither the Dissemination Agent nor the Administrator, respectively, nor any parent company, wholly- or majority-owned subsidiaries, and other affiliates of the Dissemination Agent or the Administrator, respectively, if any, boycotts Israel and, to the extent this Disclosure Agreement is a contract for goods or services, will not boycott Israel during the term of this Disclosure Agreement. The foregoing verifications are made solely to enable the Issuer to comply with Section 2271.002, Texas Government Code, and to the extent such Section does not contravene applicable Texas or federal law. As used in the foregoing verifications, "boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. The Dissemination Agent and the Administrator each understand "affiliate" to mean an entity that controls, is controlled by, or is under common control with the Dissemination Agent or the Administrator, respectively, within the meaning of SEC Rule 405, 17 C.F.R. § 230.405, and exists to make a profit.

SECTION 20. Iran, Sudan and Foreign Terrorist Organizations. Pursuant to Subchapter F, Chapter 2252, Texas Government Code, the Dissemination Agent and the Administrator represent, respectively, that neither the Dissemination Agent nor the Administrator, nor any parent company, wholly- or majority-owned subsidiaries, and other affiliates of the Dissemination Agent or the Administrator, respectively, 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 Issuer to comply with Section 2252.152, Texas Government Code, and to the extent such Section does not contravene applicable Texas or federal law and excludes the Dissemination Agent and the Administrator, respectively, and each parent company, wholly- or majority-owned subsidiaries, and other affiliates of the Dissemination Agent or the Administrator, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any state or federal sanctions regime relating to a foreign terrorist organization. The Dissemination Agent and the Administrator each understand "affiliate" to mean any entity that controls, is controlled by, or is under common control with the Dissemination Agent or the Administrator, respectively, within the meaning of SEC Rule 405, 17 C.F.R. § 230.405, and exists to make a profit.

SECTION 21. Section 2274.002 as added by Senate Bill 13 (No Discrimination Against Fossil-Fuel Companies) Verification. To the extent this Disclosure Agreement constitutes a contract for goods or services for which a written verification is required under Section 2274.002 (as added by Senate Bill 13 in the 87th Texas Legislature, Regular Session), Texas Government Code, as amended, the Dissemination Agent and the Administrator each hereby verify 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 Disclosure Agreement. The foregoing verifications are made solely to enable the Issuer to comply with such Section and to the extent such Section does not contravene applicable Texas or federal law. As used in the foregoing verifications, "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. The Dissemination Agent and the Administrator each understand "affiliate" to mean any entity that controls, is controlled by, or is under common control with the Dissemination Agent and the Administrator, respectively, within the meaning of SEC Rule 405, 17 C.F.R. § 230.405, and exists to make a profit.

SECTION 22. Section 2274.002 as added by Senate Bill 19 (No Discrimination Against Firearm Entities and Firearm Trade Associations) Verification. To the extent this Disclosure Agreement constitutes a contract for goods or services for which a written verification is required under Section 2274.002 (as added by Senate Bill 19 in the 87th Texas Legislature, Regular Session), Texas Government Code, as amended, the Dissemination Agent and the Administrator each hereby verify, respectively, 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 during the term of this Disclosure Agreement against a firearm entity or firearm trade association. The foregoing verifications are made solely to enable the Issuer to comply with such Section and to the extent such Section does not contravene applicable Texas or federal law. As used in the foregoing verifications, (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. The Dissemination Agent and the Administrator each understand "affiliate" to mean any entity that controls, is controlled by, or is under common control with the Dissemination Agent or the Administrator, respectively, within the meaning of SEC Rule 405, 17 C.F.R. § 230.405, and exists to make a profit.

SECTION 23. Disclosure of Interested Parties. Submitted herewith are completed Forms 1295 in connection with the Dissemination Agent's and the Administrator's participation in the execution of this Disclosure Agreement generated by the Texas Ethics Commission's (the "TEC") electronic filing application in accordance with the provisions of Section 2252.908 of the Texas Government Code and the rules promulgated by the TEC (the "Form 1295"). The Issuer hereby confirms receipt of the Forms 1295 from the Dissemination Agent and Administrator, and the Issuer agrees to acknowledge such form with the TEC through its electronic filing application not later than the thirtieth (30th) day after the receipt of such form. The Dissemination Agent, Administrator and the Issuer understand and agree that, with the exception of information identifying the Issuer and the contract identification number, neither the Issuer nor its consultants are responsible for the information contained in the Form 1295; that the information contained in the Form 1295 has been provided solely by the Dissemination Agent or the Administrator, as applicable; and, neither the Issuer nor its consultants have verified such information.

SECTION 24. Governing Law. This Disclosure Agreement shall be governed by the laws of the State of Texas.

SECTION 25. Counterparts. This Disclosure Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

[Signature pages follow]

HAYS COUNTY, TEXAS

By: _____
County Judge

Specialized Public Finance Inc.
(as Dissemination Agent)

By: _____
Authorized Officer

P3Works, LLC
(as Administrator)

By: _____
Authorized Officer

EXHIBIT A

NOTICE TO MSRB OF FAILURE TO FILE
[ANNUAL ISSUER REPORT][ANNUAL AUDITED FINANCIAL STATEMENTS]

Name of Issuer:	Hays County, Texas
Name of Bond Issue:	Special Assessment Revenue Bonds, Series 2022 (La Cima Public Improvement District Neighborhood Improvement Area #3 Project) (the "Bonds")
CUSIP Nos.	[insert CUSIP NOs]
Date of Delivery:	_____, 20___

NOTICE IS HEREBY GIVEN that the Hays County, Texas (the "Issuer"), has not provided [an Annual Issuer Report][Annual Audited Financial Statements] with respect to the Bonds as required by the Continuing Disclosure Agreement of Issuer dated as of December 1, 2022 between the Issuer, P3Works, LLC, as "Administrator" and Specialized Public Finance Inc., as "Dissemination Agent." The Issuer anticipates that [the Annual Issuer Report][Annual Audited Financial Statements] will be filed by _____.

Dated: _____

Specialized Public Finance Inc., on behalf of the Hays County, Texas (as Dissemination Agent)

By: _____

Title: _____

cc: Hays County, Texas

EXHIBIT B

HAYS COUNTY, TEXAS,
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2022
(LA CIMA PUBLIC IMPROVEMENT DISTRICT NEIGHBORHOOD IMPROVEMENT AREA #3 PROJECT)

ANNUAL ISSUER REPORT*

Delivery Date: _____, 20___

CUSIP NOs: [insert CUSIP NOs]

BONDS OUTSTANDING

CUSIP Number	Maturity Date	Interest Rate	Original Principal Amount	Outstanding Principal Amount	Outstanding Interest Amount

INVESTMENTS

Fund/ Account Name	Investment Description	Par Value	Book Value	Market Value

*Excluding Annual Audited Financial Statements of the Issuer

ITEMS REQUIRED BY SECTION 4(c),(e)-(g),(i)-(j)
[Insert a line item if not otherwise included in SAP Update]

SECTION 4(h) COLLECTION AND DELINQUENCY HISTORY OF THE NEIGHBORHOOD IMPROVEMENT AREA #3 ASSESSMENTS WITHIN NIA #1 AND NIA #2 FOR THE PAST FIVE FISCAL YEARS, IN SUBSTANTIALLY THE FOLLOWING FORMAT:

Collection and Delinquent History of Neighborhood Improvement Area #3 Assessments

Collected in Fiscal Year Ending 9/30	Neighborhood Improvement Area #3 Assessment Billed	Parcels Levied	Delinquent Amount as of 3/1	Delinquent Percentage as of 3/1	Delinquent Amount as of 9/1	Delinquent Percentage as of 9/1	Total Neighborhood Improvement Area #3 Assessments Collected(1)
	$			—	—		$

(1) Collected as of , 20. Includes $ attributable to Prepayments.

EXHIBIT C

BASIC EXPECTED TIMELINE FOR NEIGHBORHOOD IMPROVEMENT AREA #3 ASSESSMENT COLLECTIONS AND PURSUIT OF DELINQUENCIES[1]

Date	**Delinquency Clock (Days)**	**Activity**
October 1		Annual Installments of Neighborhood Improvement Area #3 Assessments are billed.
February 1 (following year)	1	Annual Installments of Neighborhood Improvement Area #3 Assessments Delinquent if not received.
February 15	15	Issuer and/or Administrator should be aware of actual and specific delinquencies.
March 1	28 (29)	Issuer forwards payment to Trustee for all collections received as of March 1, along with detailed breakdown. Subsequent payments and relevant details will follow monthly thereafter.
		Issuer and/or Administrator should be aware if Reserve Fund needs to be utilized for debt service payments on March 1. **If there is to be a shortfall, the Trustee and Dissemination Agent should be immediately notified in writing.** Issuer and/or Administrator should also be aware if, based on collections, there will be a shortfall for September payment. Issuer and/or Administrator should determine if previously collected surplus funds, if any, plus actual collections will be fully adequate for debt service in March and September. At this point, if total delinquencies are under 5% and if there is adequate funding for March and September payments, no further action is anticipated for collection of Annual Installments of Neighborhood Improvement Area #3 Assessments except that the Issuer or Administrator, working with the County Attorney or an appropriate designee, will begin process to cure deficiency. **For properties delinquent by more than one year or if the delinquency exceeds $10,000 the matter will be referred for commencement of foreclosure, in accordance with the County Tax/Assessor Collector's procedures[2].** **If there are over 5% delinquencies or if there is inadequate funding in the Pledged Revenue Fund for transfer to the Principal and Interest Account of such amounts as shall be required for the full March and**

[1] Illustrates anticipated dates and procedures for pursuing the collection of delinquent Annual Installments of Assessments, which dates and procedures shall be in accordance with Chapters 31, 32, 33 and 34, Texas Tax Code, as amended (the "Code"), and the County Tax/Assessor Collector's procedures, and are subject to adjustment by the Issuer. If the collection and delinquency procedures under the Code are subsequently modified, whether due to an executive order of the Governor of Texas or an amendment to the Code, such modifications shall control.

[2] If the collection and delinquency procedures under the Code are subsequently modified, whether due to an executive order of the Governor of Texas or an amendment to the Code, such modifications shall control.

		September payments, the collection-foreclosure procedure will proceed against all delinquent properties, in accordance with the County/Tax Assessor Collector procedures[2].
March 5	33/34	**If any property owner with ownership of property responsible for more than $10,000 of the Neighborhood Improvement Area #3 Assessments is delinquent or if a total of delinquencies is over 5%, or if it is expected that Reserve Fund moneys will need to be utilized for either the March or September bond payments, the Disclosure Representative shall work with County Attorney's office, or the appropriate designee, to satisfy payment of all delinquent Neighborhood Improvement Area #3 Assessments, in accordance with the County/Tax Assessor Collector procedures[2].**
March 15	43/44	Trustee pays bond interest payments to bondholders.
		Reserve Fund payment to Bond Fund may be required if Neighborhood Improvement Area #3 Assessments are below approximately 50% collection rate. Issuer, or the Trustee on behalf of the Issuer, to notify Dissemination Agent of the occurrence of draw on the Reserve Fund and, following receipt of such notice, Dissemination Agent to notify MSRB of such draw or Fund for debt service. **Use of Reserve Fund for debt service payment should trigger commencement of foreclosure on delinquent properties.**
July 1	150/151	**Preliminary Foreclosure activity commences, in accordance with the County/Tax Assessor Collector procedures[3], and Issuer to notify Dissemination Agent of the commencement of preliminary foreclosure activity.** If Dissemination Agent has not received Foreclosure Schedule and Plan of Collections, Dissemination Agent to request same from the Issuer.
July 15	165/166	If the Issuer has not provided the Dissemination Agent with Foreclosure Schedule and Plan of Collections, and if instructed by the bondholders under the Indenture, Dissemination Agent requests that the Issuer commence foreclosure or provide plan for collection.
August 1	181/182	The designated lawyers or law firm will be preparing the formal foreclosure documents and will provide periodic updates to the Dissemination Agent for dissemination to those bondholders who have requested to be notified of collections progress. The goal for the foreclosure actions is a filing by no later than August 15 (day 206/207).

[3] If the collection and delinquency procedures under the Code are subsequently modified, whether due to an executive order of the Governor of Texas or an amendment to the Code, such modifications shall control.

August 15	206/207	**Foreclosure action to be filed with the court, in accordance with the County/Tax Assessor Collector procedures[4].**
August 30	221/222	**Issuer notifies Trustee and Dissemination Agent of Foreclosure filing status.** Dissemination Agent notifies bondholders.
September 15	237/238	If bondholders and Dissemination Agent have not been notified of a foreclosure action, Dissemination Agent will notify the Issuer that it is appropriate to file action.

[4] If the collection and delinquency procedures under the Code are subsequently modified, whether due to an executive order of the Governor of Texas or an amendment to the Code, such modifications shall control.

EXHIBIT D

SERVICE AND ASSESSMENT PLAN

LA CIMA PUBLIC IMPROVEMENT DISTRICT

DECEMBER 2022 AMENDED AND RESTATED SERVICE AND ASSESSMENT PLAN

NOVEMBER 28, 2022

TABLE OF CONTENTS

TABLE OF CONTENTS 2
INTRODUCTION 4
SECTION I: DEFINITIONS 7
SECTION II: THE DISTRICT 22
SECTION III: AUTHORIZED IMPROVEMENTS 23
SECTION IV: SERVICE PLAN 33
SECTION V: ASSESSMENT PLAN 33
SECTION VI: TERMS OF THE ASSESSMENTS 44
SECTION VII: ASSESSMENT ROLL 49
SECTION VIII: ADDITIONAL PROVISIONS 50
LIST OF EXHIBITS AND APPENDICES 52
EXHIBIT A – COST OF AUTHORIZED IMPROVEMENTS 54
EXHIBIT A-1 –ALLOCATION OF MAJOR IMPROVEMENTS 56
EXHIBIT B – SERVICE PLAN 57
EXHIBIT C – SOURCES & USES OF FUNDS 58
MAJOR IMPROVEMENT AREA BOND 58
EXHIBIT D - SOURCES & USES OF FUNDS 59
NEIGHBORHOOD IMPROVEMENT AREA #1-2 BOND 59
EXHIBIT E – SOURCES & USES OF FUNDS 60
NEIGHBORHOOD IMPROVEMENT AREA #3 60
EXHIBIT F - MAJOR IMPROVEMENT AREA ASSESSMENT ROLL 61
EXHIBIT G – NEIGHBORHOOD IMPROVEMENT AREA #1 ASSESSMENT ROLL 72
EXHIBIT H – NEIGHBORHOOD IMPROVEMENT AREA #2 ASSESSMENT ROLL 77
EXHIBIT I – NEIGHBORHOOD IMPROVEMENT AREA #3 ASSESSMENT ROLL 83
EXHIBIT J – MAJOR IMPROVEMENT AREA ANNUAL INSTALLMENTS 84
EXHIBIT K – NEIGHBORHOOD IMPROVEMENT AREA #1 ANNUAL INSTALLMENTS 85
EXHIBIT L – NEIGHBORHOOD IMPROVEMENT AREA #2 ANNUAL INSTALLMENTS 86
EXHIBIT M-1 – NEIGHBORHOOD IMPROVEMENT AREA #3 ANNUAL INSTALLMENTS 87
EXHIBIT M-2 PHASE 3 ANNUAL INSTALLMENTS 88
EXHIBIT M-3 PHASE 4 ANNUAL INSTALLMENTS 89
EXHIBIT M-4 PHASE 5 ANNUAL INSTALLMENTS 90
EXHIBIT N – MAXIMUM SPECIAL ASSESSMENT 91
EXHIBIT O - FORM OF NOTICE OF SPECIAL ASSESSMENT TERMINATION 92

EXHIBIT P – CONCEPTUAL LAND USE PLAN 96
EXHIBIT Q-1 – MAP OF MAJOR IMPROVEMENTS 97
EXHIBIT Q-2 – MAP OF PHASE 1 SECTION 1 IMPROVEMENTS 101
EXHIBIT Q-3 – MAP OF PHASE 1 SECTION 2 IMPROVEMENTS 102
EXHIBIT Q-4 - MAP OF NEIGHBORHOOD IMPROVEMENT AREA #2 IMPROVEMENTS 103
EXHIBIT Q-5 - MAP OF PHASE 3 IMPROVEMENTS 104
EXHIBIT Q-6 – MAP OF PHASE 4 IMPROVEMENTS 108
EXHIBIT Q-7 – MAP OF PHASE 5 IMPROVEMENTS 111
EXHIBIT R – MAJOR IMPROVEMENT AREA MAP 116
EXHIBIT S – MAJOR IMPROVEMENT AREA LEGAL DESCRIPTION 117
EXHIBIT T – NEIGHBORHOOD IMPROVEMENT AREA #1 MAP 128
EXHIBIT U-1 – PHASE 1 SECTION 1 LEGAL DESCRIPTION 129
EXHIBIT U-2 – PHASE 1 SECTION 1 PLAT 133
EXHIBIT U-3 – PHASE 1 SECTION 2 LEGAL DESCRIPTION 137
EXHIBIT U-4 – PHASE 1 SECTION 2 PLAT 140
EXHIBIT U-5 – PHASE 3 LEGAL DESCRIPTION 144
EXHIBIT U-6 – MAP OF PHASE 3 149
EXHIBIT U-7 – PHASE 4 LEGAL DESCRIPTION 150
EXHIBIT U-8 – MAP OF PHASE 4 154
EXHIBIT U-9 – PHASE 5 LEGAL DESCRIPTION 155
EXHIBIT U-10 – MAP OF PHASE 5 159
EXHIBIT U-11 – PHASE 7W LEGAL DESCRIPTION 160
EXHIBIT U-12 – MAP OF PHASE 7W 165
EXHIBIT V – NEIGHBORHOOD IMPROVEMENT AREA #2 MAP 166
EXHIBIT W – NEIGHBORHOOD IMPROVEMENT AREA #2 LEGAL DESCRIPTION 167
EXHIBIT X – NEIGHBORHOOD IMPROVEMENT AREA #3 MAP 171
EXHIBIT Y – NEIGHBORHOOD IMPROVEMENT AREA #3 LEGAL DESCRIPTION 172
EXHIBIT Z - MAJOR IMPROVEMENT AREA BONDS DEBT SERVICE SCHEDULE 173
EXHIBIT AA – NEIGHBORHOOD IMPROVEMENT AREA #1-2 BONDS DEBT SERVICE SCHEDULE 174
EXHIBIT BB – NEIGHBORHOOD IMPROVEMENT AREA #3 INITIAL BONDS DEBT SERVICE SCHEDULE 176
EXHIBIT CC - PREPAYMENTS 177
APPENDIX A – BUYER DISCLOSURES
APPENDIX B – ENGINEER'S REPORT

INTRODUCTION

Capitalized terms used in this December 2022 Amended and Restated Service and Assessment Plan shall have the meanings given to them in **Section I** unless otherwise defined in this December 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 December 2022 Amended and Restated Service and Assessment Plan or an Exhibit attached to and made a part of this December 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.

The Initial 2022 Amended and Restated Service and Assessment Plan was approved by the County Commissioners Court on September 13, 2022 for the following purposes: i) amending and restating the 2020 Amended and Restated Service and Assessment Plan, as updated, amended and supplemented from time to time, in its entirety, ii) identifying the budget for the Neighborhood Improvement Area #3 Improvements, iii) identifying the Neighborhood Improvement Area #3 Special Assessments to be levied on Neighborhood Improvement Area #3 Assessed Property, iv) updating the Assessment Rolls for the District and v) serving as the 2022 Annual Service Plan Update.

This December 2022 Amended and Restated Service and Assessment Plan does the following: i) amends and restates the Initial 2022 Amended and Restated Service and Assessment Plan in its entirety, ii) reflects the issuance of the Neighborhood Improvement Area #3 Initial Bonds, and iii) updates the Assessment Rolls for the District.

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 i) 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.

"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 December 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 Obligations.

“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 December 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 December 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 December 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.

"December 2022 Amended and Restated Service and Assessment Plan" means this December 2022 Amended and Restated Service and Assessment Plan expected to be approved by the Commissioners Court on December 6, 2022, which i) amends and restates the Initial 2022 Amended and Restated Service and Assessment Plan, ii) reflects the issuance of the Neighborhood Improvement Area #3 Initial Bonds, and iii) updates the Assessment Rolls for the District.

"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 December 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.

"Initial 2022 Amended and Restated Service and Assessment Plan" means the 2022 Amended and Restated Service and Assessment Plan approved by Commissioners Court on September 13, 2022, which i) amended and restated the 2020 Amended and Restated Service and Assessment Plan, as updated amended and supplemented from time to time, in its entirety, ii) identified the budget for the Neighborhood Improvement Area #3 Improvements, iii) identified the Neighborhood Improvement Area #3 Special Assessments to be levied on Neighborhood Improvement Area #3 Assessed Property, and iv) updated the Assessment Rolls for the District.

"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 December 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 December 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 525 single family residential units on approximately 182.6166 acres, as described in **Exhibit Y**, and as depicted on **Exhibit X**.

"Neighborhood Improvement Area #3 Additional Bonds" means the PID Bonds anticipated to be issued by the County in the future to refinance a portion of the Neighborhood Improvement Area #3 Reimbursement Obligations.

"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; (3) Additional Interest, if applicable; and (4) 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 Authorized Improvements" means, the Neighborhood Improvement Area #3 Improvements and the estimated Bond Issuance Costs related to the Neighborhood Improvement Area #3 Initial Bonds and the Neighborhood Improvement Area #3 Additional Bonds, if issued.

"Neighborhood Improvement Area #3 Bonds" means, collectively, the Neighborhood Improvement Area #3 Initial Bonds and Neighborhood Improvement Area #3 Additional Bonds, if any.

"Neighborhood Improvement Area #3 Improvements" means collectively, the Phase 3 Improvements, Phase 4 Improvements and Phase 5 Improvements.

"Neighborhood Improvement Area #3 Initial Bonds" means the "Hays County, Texas Special Assessment Revenue Bonds, Series 2022 (La Cima Public Improvement District Neighborhood Improvement Area #3 Project)" that are secured by Neighborhood Improvement Area #3 Assessments.

"Neighborhood Improvement Area #3 Owners" means, collectively, the Phase 3 Owner, Phase 4 Owner and Phase 5 Owner.

"Neighborhood Improvement Area #3 Reimbursement Agreements" 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 248 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 Obligation" means an amount not to exceed $2,147,529.02 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 Obligation" means an amount not to exceed $1,358,414.41 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 167 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 Obligation" means an amount not to exceed $1,217,056.57 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 CC**.

"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 525 single family residential units.

Phase 3 consists of approximately 74.24 acres projected to consist of approximately 248 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 167 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 December 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**.

<u>Phase 1 - Section 1 Improvements</u>

- *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.

<u>Phase 3 Improvements</u>

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 24.03% (248 Phase 3 Lots / 1,032 lots served) of the Loop Road Connector cost.

- *Wastewater and Water*

  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 wastewater and water service. The major sewer collection system improvements consist of construction and installation of pipes, service lines, manholes, encasements and appurtenances. The wastewater and water improvements will provide water and sewer 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 and Water*

  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 wastewater and water service. The major sewer collection system improvements consist of construction and installation of pipes, service lines, manholes, encasements and appurtenances. The wastewater and water improvements will provide water and sewer 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 and Water*

  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 wastewater and water service. The major sewer collection system improvements consist of construction and installation of pipes, service lines, manholes, encasements and appurtenances. The wastewater and water improvements will provide water and sewer 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 December 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 Initial Bonds and the Neighborhood Improvement Area #3 Reimbursement Agreements. 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 24.03% 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 (248 Phase 3 Lots / 1,032 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 (≥ $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 ($\geq$ $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 (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 (≥ $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 related to the Neighborhood Improvement Area #3

Bonds allocable to Phase 4 (the "Phase 4 Projects") equal $8,111,881, 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 (≥ $8,111,881) 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 related to the Neighborhood Improvement Area #3 Bonds allocable to Phase 5 (the "Phase 5 Projects") equal $8,863,796, 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 (≥ $8,863,796) 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 December 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 Additional 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 Additional 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, the Bond Issuance Costs related to the Neighborhood Improvement Area #3 Initial Bonds 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 December 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 December 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 December 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 December 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 December 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 December 2022 Amended and Restated Service and Assessment Plan. Interpretations of this December 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 December 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 December 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 December 2022 Amended and Restated Service and Assessment Plan, or any future Annual Service Plan Updates. The executed order, including any attachments, approving this December 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	Neighborhood Improvement Area #3 Initial Bonds Debt Service Schedule
Exhibit CC	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)	112,659	-	0.00%
Wastewater and Water	2,699,520	-	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	**$ 9,672,001**	**$ -**	**0.00%**
NIA #3 - Phase 3 Initial Bonds Issuance Costs (a) (c)	**$ 1,568,002**		
NIA #3 - Phase 3 Additional Bonds Issuance Costs (a) (c)	**$ 351,562**		
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%
Wastewater and Water	1,816,124	-	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 Initial Bonds Issuance Costs (a) (c)	**$ 991,836**		
NIA #3 - Phase 4 Additional Bonds Issuance Costs (a) (c)	**$ 222,379**		
First Year Administrative Expenses	**$ 8,629**		
Phase 4 Improvements Total	**$ 8,111,881**		

	Budget	Spent to Date	Percent Complete
Phase 5 Improvements			
Streets	$ 3,840,353	$ -	0.00%
Wastewater and Water	2,017,366	-	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 Initial Bonds Issuance Costs (a) (c)	**$ 888,624**		
NIA #3 - Phase 5 Additional Bonds Issuance Costs (a) (c)	**$ 199,238**		
First Year Administrative Expenses	**$ 7,731**		
Phase 5 Improvements Total	**$ 8,863,796**		
Neighborhood Improvement Area #3 Improvements Total	**$ 28,580,882**	**$ -**	**0.00%**

Notes:

[a] If the Neighborhood Improvement Area #3 Additional 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 Additional 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, the Bond Issuance Costs related to the Neighborhood Improvement Area #3 Initial Bonds 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 1,032 lots. Phase 3 is planned to contain 248 lots, therefore it will be allocated 24.03% of the costs.

[c] Figures shown are an estimate only and subject to change at the time of bond issuance.

EXHIBIT A-1 –ALLOCATION OF MAJOR IMPROVEMENTS

Cost Allocation by Parcel

Cost Category	Net Costs to be Allocated	Non-Residential 1	Non-Residential 2	Non-Residential 3	Non-Residential 4	Non-Residential 5	Residential 1	Residential 2	Residential 3	Residential 4	Residential 5	Residential 6	Residential 7	Residential 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	Non-Residential 2	Non-Residential 3	Non-Residential 4	Non-Residential 5	Residential 1	Residential 2	Residential 3	Residential 4	Residential 5	Residential 6	Residential 7	Residential 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 CC**.

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						
Neighborhood Improvement Area #3 Bonds						
Principal		$ 352,844	$ 111,855	$ 119,130	$ 126,860	$ 135,499
Interest		$ 431,835	$ 569,052	$ 562,061	$ 554,615	$ 546,687
Capitalized Interest		$ (3,734)	$ -	$ -	$ -	$ -
Additional Interest		$ -	$ 45,524	$ 44,965	$ 44,369	$ 43,735
	(1)	$ 780,945	$ 726,431	$ 726,156	$ 725,845	$ 725,921
Reimbursement Obligation						
Principal		$ -	$ 29,101	$ 30,919	$ 32,738	$ 34,557
Interest		$ 94,133	$ 128,852	$ 127,106	$ 125,251	$ 123,286
	(2)	$ 94,133	$ 157,952	$ 158,025	$ 157,989	$ 157,843
Phase 4						
Neighborhood Improvement Area #3 Bonds						
Principal		$ 223,191	$ 70,754	$ 75,356	$ 80,245	$ 85,710
Interest		$ 273,156	$ 359,952	$ 355,530	$ 350,821	$ 345,805
Capitalized Interest		$ (2,362)	$ -	$ -	$ -	$ -
Additional Interest		$ -	$ 28,796	$ 28,442	$ 28,066	$ 27,664
	(3)	$ 493,985	$ 459,502	$ 459,328	$ 459,131	$ 459,180
Reimbursement Obligation						
Principal		$ -	$ 18,407	$ 19,558	$ 20,708	$ 21,859
Interest		$ 59,544	$ 81,505	$ 80,400	$ 79,227	$ 77,984
	(4)	$ 59,544	$ 99,912	$ 99,958	$ 99,935	$ 99,843
Phase 5						
Neighborhood Improvement Area #3 Bonds						
Principal		$ 199,965	$ 63,391	$ 67,514	$ 71,895	$ 76,791
Interest		$ 244,731	$ 322,496	$ 318,534	$ 314,314	$ 309,821
Capitalized Interest		$ (2,116)	$ -	$ -	$ -	$ -
Additional Interest		$ -	$ 25,800	$ 25,483	$ 25,145	$ 24,786
	(5)	$ 442,580	$ 411,686	$ 411,530	$ 411,354	$ 411,397
Reimbursement Obligation						
Principal		$ -	$ 16,492	$ 17,523	$ 18,553	$ 19,584
Interest		$ 53,348	$ 73,023	$ 72,034	$ 70,983	$ 69,869
	(6)	$ 53,348	$ 89,515	$ 89,557	$ 89,536	$ 89,454
Administrative Expenses	(7)	$ 30,000	$ 30,600	$ 31,212	$ 31,836	$ 32,473
Total Annual Installment	**(8) = (1) + (2) + (3) + (4) + (5) + (6) + (7)**	$ 1,954,535	$ 1,975,600	$ 1,975,767	$ 1,975,626	$ 1,976,110

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	Phase 4	Phase 5	Total
Sources of Funds				
NIA#3 Initial Bonds - Phase 3 Allocation	$ 9,457,676	$ -	$ -	$ 9,457,676
Phase 3 Reimbursement Obligation	2,147,529	-	-	2,147,529
NIA#3 Initial Bonds - Phase 4 Allocation	-	5,982,431	-	5,982,431
Phase 4 Reimbursement Obligation	-	1,358,414	-	1,358,414
NIA#3 Initial Bonds - Phase 5 Allocation	-	-	5,359,893	5,359,893
Phase 5 Reimbursement Obligation	-	-	1,217,057	1,217,057
Owner Contribution [a]	-	771,036	2,286,846	3,057,882
Total Sources	**$ 11,605,205**	**$ 8,111,881**	**$ 8,863,796**	**$ 28,580,882**

Uses of Funds				
Phase 3 Improvements	$ 9,672,001	$ -	$ -	$ 9,672,001
Phase 4 Improvements	-	6,889,037	-	6,889,037
Phase 5 Improvements	-	-	7,768,203	7,768,203
Initial Bonds - Debt Service Reserve Fund [b] [c]	713,077	451,055	404,118	1,568,250
Initial Bonds - Costs of Issuance [b] [c]	567,461	358,946	321,594	1,248,000
Initial Bonds - Underwriter's Discount [b] [c]	283,730	179,473	160,797	624,000
Initial Bonds - Capitalized Interest [b] [c]	3,734	2,362	2,116	8,212
Additional Bonds - Debt Service Reserve Fund [b] [c]	156,558	99,030	88,725	344,313
Additional Bonds - Costs of Issuance [b] [c]	136,144	86,117	77,156	299,417
Additional Bonds - Underwriter's Discount [b] [c]	58,860	37,232	33,358	129,450
Deposit to Administration Account	13,641	8,629	7,731	30,000
Total Uses	**$ 11,605,205**	**$ 8,111,881**	**$ 8,863,796**	**$ 28,580,882**

Notes:

[a] Non-reimburseable to Owner.

[b] If the Neighborhood Improvement Area #3 Additional 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 Additional Bonds as shown on this Exhibit. 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, the Bond Issuance Costs related to the Neighborhood Improvement Area #3 Initial Bonds and the First Year Administrative Expenses allocable to Neighborhood Improvement Area #3, as shown on this Exhibit.

[c] Figures shown are an estimate only and subject to change at the time of bond issuance.

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

				Major Improvement Area Bonds	
Property ID[1]	Lot Type	Improvement Area	Note	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

				Major Improvement Area Bonds	
Property ID[1]	Lot Type	Improvement Area	Note	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		$ -	$ -

				Major Improvement Area Bonds	
Property ID[1]	Lot Type	Improvement Area	Note	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

				Major Improvement Area Bonds	
Property ID[1]	Lot Type	Improvement Area	Note	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

				Major Improvement Area Bonds	
Property ID[1]	Lot Type	Improvement Area	Note	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

				Major Improvement Area Bonds	
Property ID[1]	Lot Type	Improvement Area	Note	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

				Major Improvement Area Bonds	
Property ID[1]	Lot Type	Improvement Area	Note	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

				Major Improvement Area Bonds	
Property ID[1]	Lot Type	Improvement Area	Note	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

		Neighborhood Improvement Area #3			
Property ID[1]	Phase	NIA#3 Initial Bonds - Outstanding Special Assessment[3]	NIA#3 Reimbursement Obligation - Outstanding Special Assessment[3]	Total Outstanding Assessment	Annual Installment Due 1/31/2023[2]
R18169	Phase 3 Initial Parcel	$ 9,457,675.98	$ 2,147,529.02	$ 11,605,205.00	$ 888,719.14
R143367	Phase 4 Initial Parcel	5,982,430.59	1,358,414.41	7,340,845.00	562,157.19
R19065	Phase 5 Initial Parcel	5,359,893.43	1,217,056.57	6,576,950.00	503,658.60
Total		**$ 20,800,000.00**	**$ 4,723,000.00**	**$ 25,523,000.00**	**$ 1,954,534.94**

[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 Initial Bonds				Neighborhood Improvement Area #3 Reimbursement Obligation			
Annual Installment Due 1/31	Principal	Interest [a]	Capitalized Interest	Additional Interest [c]	Principal	Interest [b]	Administrative Expenses	Annual Installment
2023	$ 776,000	949,722	(8,212)	-	-	207,025	30,000	$ 1,954,535
2024	246,000	1,251,500	-	100,120	64,000	283,380	30,600	$ 1,975,600
2025	262,000	1,236,125	-	98,890	68,000	279,540	31,212	$ 1,975,767
2026	279,000	1,219,750	-	97,580	72,000	275,460	31,836	$ 1,975,626
2027	298,000	1,202,313	-	96,185	76,000	271,140	32,473	$ 1,976,110
2028	317,000	1,183,688	-	94,695	81,000	266,580	33,122	$ 1,976,085
2029	338,000	1,163,875	-	93,110	86,000	261,720	33,785	$ 1,976,490
2030	360,000	1,142,750	-	91,420	91,000	256,560	34,461	$ 1,976,191
2031	383,000	1,120,250	-	89,620	97,000	251,100	35,150	$ 1,976,120
2032	409,000	1,096,313	-	87,705	102,000	245,280	35,853	$ 1,976,150
2033	435,000	1,070,750	-	85,660	109,000	239,160	36,570	$ 1,976,140
2034	464,000	1,043,563	-	83,485	115,000	232,620	37,301	$ 1,975,969
2035	495,000	1,014,563	-	81,165	121,000	225,720	38,047	$ 1,975,495
2036	527,000	983,625	-	78,690	129,000	218,460	38,808	$ 1,975,583
2037	562,000	950,688	-	76,055	137,000	210,720	39,584	$ 1,976,047
2038	599,000	915,563	-	73,245	145,000	202,500	40,376	$ 1,975,684
2039	639,000	878,125	-	70,250	154,000	193,800	41,184	$ 1,976,359
2040	681,000	838,188	-	67,055	163,000	184,560	42,007	$ 1,975,810
2041	726,000	795,625	-	63,650	173,000	174,780	42,847	$ 1,975,902
2042	775,000	750,250	-	60,020	183,000	164,400	43,704	$ 1,976,374
2043	826,000	701,813	-	56,145	194,000	153,420	44,578	$ 1,975,956
2044	881,000	650,188	-	52,015	206,000	141,780	45,470	$ 1,976,452
2045	939,000	595,125	-	47,610	218,000	129,420	46,379	$ 1,975,534
2046	1,002,000	536,438	-	42,915	231,000	116,340	47,307	$ 1,975,999
2047	1,069,000	473,813	-	37,905	245,000	102,480	48,253	$ 1,976,451
2048	1,140,000	407,000	-	32,560	259,000	87,780	49,218	$ 1,975,558
2049	1,216,000	335,750	-	26,860	275,000	72,240	50,203	$ 1,976,053
2050	1,297,000	259,750	-	20,780	292,000	55,740	51,207	$ 1,976,477
2051	1,383,000	178,688	-	14,295	310,000	38,220	52,231	$ 1,976,433
2052	1,476,000	92,250	-	7,380	327,000	19,620	53,275	$ 1,975,525
Total	**$ 20,800,000**	**$ 25,038,035**	**$ (8,212)**	**$ 1,927,065**	**$ 4,723,000**	**$ 5,561,545**	**$ 1,217,042**	**$ 59,258,475**

[a] Interest Rate is calculated at 6.25% for illustrative purposes. Interest rate will be the actual interest rate on the Neighborhood Improvement Area #3 Bonds.

[b] Interest Rate is calculated at 6.00% which is less than 2% above the S&P Municipal Bond High Yield Index, which was 5.95% as of November 18, 2022.
[c] Interest Rate is calculated at the Additional Interest Rate.

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

	Neighborhood Improvement Area #3 Initial Bonds				Neighborhood Improvement Area #3 Reimbursement Obligation			
Annual Installment Due 1/31	Principal	Interest [a]	Capitalized Interest	Additional Interest [c]	Principal	Interest [b]	Administrative Expenses	Annual Installment
2023	$ 352,844	$ 431,835	$ (3,734)	$ -	$ -	$ 94,133	$ 13,641	$ 888,719
2024	111,855	569,052	-	45,524	29,101	128,852	$ 13,914	$ 898,297
2025	119,130	562,061	-	44,965	30,919	127,106	$ 14,192	$ 898,373
2026	126,860	554,615	-	44,369	32,738	125,251	$ 14,476	$ 898,309
2027	135,499	546,687	-	43,735	34,557	123,286	$ 14,765	$ 898,529
2028	144,139	538,218	-	43,057	36,830	121,213	$ 15,061	$ 898,518
2029	153,687	529,209	-	42,337	39,104	119,003	$ 15,362	$ 898,702
2030	163,691	519,604	-	41,568	41,377	116,657	$ 15,669	$ 898,566
2031	174,149	509,373	-	40,750	44,106	114,174	$ 15,982	$ 898,534
2032	185,971	498,489	-	39,879	46,379	111,528	$ 16,302	$ 898,548
2033	197,793	486,866	-	38,949	49,562	108,745	$ 16,628	$ 898,543
2034	210,979	474,504	-	37,960	52,290	105,771	$ 16,961	$ 898,465
2035	225,075	461,317	-	36,905	55,018	102,634	$ 17,300	$ 898,249
2036	239,625	447,250	-	35,780	58,656	99,333	$ 17,646	$ 898,290
2037	255,539	432,274	-	34,582	62,293	95,814	$ 17,999	$ 898,501
2038	272,363	416,303	-	33,304	65,931	92,076	$ 18,359	$ 898,335
2039	290,551	399,280	-	31,942	70,023	88,120	$ 18,726	$ 898,642
2040	309,648	381,120	-	30,490	74,115	83,919	$ 19,101	$ 898,393
2041	330,109	361,767	-	28,941	78,662	79,472	$ 19,483	$ 898,435
2042	352,389	341,136	-	27,291	83,209	74,752	$ 19,872	$ 898,649
2043	375,579	319,111	-	25,529	88,211	69,759	$ 20,270	$ 898,459
2044	400,587	295,638	-	23,651	93,667	64,467	$ 20,675	$ 898,685
2045	426,960	270,601	-	21,648	99,124	58,847	$ 21,089	$ 898,268
2046	455,605	243,916	-	19,513	105,035	52,899	$ 21,510	$ 898,479
2047	486,070	215,441	-	17,235	111,401	46,597	$ 21,940	$ 898,684
2048	518,353	185,061	-	14,805	117,766	39,913	$ 22,379	$ 898,278
2049	552,910	152,664	-	12,213	125,041	32,847	$ 22,827	$ 898,503
2050	589,741	118,107	-	9,449	132,771	25,345	$ 23,283	$ 898,696
2051	628,845	81,248	-	6,500	140,956	17,378	$ 23,749	$ 898,676
2052	671,131	41,946	-	3,356	148,686	8,921	$ 24,224	$ 898,263
Total	**$ 9,457,676**	**$ 11,384,693**	**$ (3,734)**	**$ 876,229**	**$ 2,147,529.02**	**$ 2,528,812**	**$ 553,384**	**$ 26,944,589**

[a] Interest Rate is calculated at 6.25% for illustrative purposes. Interest rate will be the actual interest rate on the Neighborhood Improvement Area #3 Bonds.

[b] Interest Rate is calculated at 6.00% which is less than 2% above the S&P Municipal Bond High Yield Index, which was 5.95% as of November 18, 2022.
[c] Interest Rate is calculated at the Additional Interest Rate.

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

	Neighborhood Improvement Area #3 Initial Bonds				Neighborhood Improvement Area #3 Reimbursement Obligation			
Annual Installment Due 1/31	Principal	Interest [a]	Capitalized Interest	Additional Interest [c]	Principal	Interest [b]	Administrative Expenses	Annual Installment
2023	$ 223,191	$ 273,156	$ (2,362)	$ -	$ -	$ 59,544	$ 8,629	$ 562,157
2024	$ 70,754	$ 359,952	$ -	$ 28,796	$ 18,407	$ 81,505	$ 8,801	$ 568,216
2025	$ 75,356	$ 355,530	$ -	$ 28,442	$ 19,558	$ 80,400	$ 8,977	$ 568,264
2026	$ 80,245	$ 350,821	$ -	$ 28,066	$ 20,708	$ 79,227	$ 9,157	$ 568,223
2027	$ 85,710	$ 345,805	$ -	$ 27,664	$ 21,859	$ 77,984	$ 9,340	$ 568,363
2028	$ 91,175	$ 340,448	$ -	$ 27,236	$ 23,297	$ 76,673	$ 9,527	$ 568,355
2029	$ 97,214	$ 334,750	$ -	$ 26,780	$ 24,735	$ 75,275	$ 9,717	$ 568,472
2030	$ 103,542	$ 328,674	$ -	$ 26,294	$ 26,173	$ 73,791	$ 9,911	$ 568,386
2031	$ 110,157	$ 322,203	$ -	$ 25,776	$ 27,899	$ 72,221	$ 10,110	$ 568,365
2032	$ 117,635	$ 315,318	$ -	$ 25,225	$ 29,337	$ 70,547	$ 10,312	$ 568,374
2033	$ 125,113	$ 307,966	$ -	$ 24,637	$ 31,350	$ 68,786	$ 10,518	$ 568,371
2034	$ 133,454	$ 300,146	$ -	$ 24,012	$ 33,076	$ 66,905	$ 10,728	$ 568,322
2035	$ 142,370	$ 291,805	$ -	$ 23,344	$ 34,802	$ 64,921	$ 10,943	$ 568,186
2036	$ 151,574	$ 282,907	$ -	$ 22,633	$ 37,103	$ 62,833	$ 11,162	$ 568,211
2037	$ 161,641	$ 273,434	$ -	$ 21,875	$ 39,404	$ 60,607	$ 11,385	$ 568,344
2038	$ 172,282	$ 263,331	$ -	$ 21,066	$ 41,704	$ 58,242	$ 11,613	$ 568,240
2039	$ 183,787	$ 252,564	$ -	$ 20,205	$ 44,293	$ 55,740	$ 11,845	$ 568,434
2040	$ 195,867	$ 241,077	$ -	$ 19,286	$ 46,882	$ 53,083	$ 12,082	$ 568,276
2041	$ 208,810	$ 228,835	$ -	$ 18,307	$ 49,758	$ 50,270	$ 12,324	$ 568,303
2042	$ 222,903	$ 215,785	$ -	$ 17,263	$ 52,634	$ 47,284	$ 12,570	$ 568,439
2043	$ 237,572	$ 201,853	$ -	$ 16,148	$ 55,798	$ 44,126	$ 12,822	$ 568,318
2044	$ 253,390	$ 187,005	$ -	$ 14,960	$ 59,249	$ 40,778	$ 13,078	$ 568,461
2045	$ 270,072	$ 171,168	$ -	$ 13,693	$ 62,700	$ 37,223	$ 13,339	$ 568,197
2046	$ 288,192	$ 154,288	$ -	$ 12,343	$ 66,439	$ 33,461	$ 13,606	$ 568,331
2047	$ 307,462	$ 136,276	$ -	$ 10,902	$ 70,466	$ 29,475	$ 13,878	$ 568,461
2048	$ 327,883	$ 117,060	$ -	$ 9,365	$ 74,493	$ 25,247	$ 14,156	$ 568,204
2049	$ 349,742	$ 96,567	$ -	$ 7,725	$ 79,095	$ 20,777	$ 14,439	$ 568,346
2050	$ 373,039	$ 74,708	$ -	$ 5,977	$ 83,984	$ 16,032	$ 14,728	$ 568,468
2051	$ 397,774	$ 51,394	$ -	$ 4,111	$ 89,161	$ 10,993	$ 15,022	$ 568,456
2052	$ 424,522	$ 26,533	$ -	$ 2,123	$ 94,051	$ 5,643	$ 15,323	$ 568,194
Total	**$ 5,982,431**	**$ 7,201,361**	**$ (2,362)**	**$ 554,256**	**$ 1,358,414.41**	**$ 1,599,594**	**$ 350,042**	**$ 17,043,736**

[a] Interest Rate is calculated at 6.25% for illustrative purposes. Interest rate will be the actual interest rate on the Neighborhood Improvement Area #3 Bonds.

[b] Interest Rate is calculated at 6.00% which is less than 2% above the S&P Municipal Bond High Yield Index, which was 5.95% as of November 18, 2022.
[c] Interest Rate is calculated at the Additional Interest Rate.

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

	Neighborhood Improvement Area #3 Initial Bonds				Neighborhood Improvement Area #3 Reimbursement Obligation			
Annual Installment Due 1/31	Principal	Interest [a]	Capitalized Interest	Additional Interest [c]	Principal	Interest [b]	Administrative Expenses	Annual Installment
2023	$ 199,965	$ 244,731	$ (2,116)	$ -	$ -	$ 53,348	$ 7,731	$ 503,659
2024	$ 63,391	$ 322,496	$ -	$ 25,800	$ 16,492	$ 73,023	$ 7,885	$ 509,087
2025	$ 67,514	$ 318,534	$ -	$ 25,483	$ 17,523	$ 72,034	$ 8,043	$ 509,130
2026	$ 71,895	$ 314,314	$ -	$ 25,145	$ 18,553	$ 70,983	$ 8,204	$ 509,094
2027	$ 76,791	$ 309,821	$ -	$ 24,786	$ 19,584	$ 69,869	$ 8,368	$ 509,218
2028	$ 81,687	$ 305,021	$ -	$ 24,402	$ 20,873	$ 68,694	$ 8,535	$ 509,212
2029	$ 87,098	$ 299,916	$ -	$ 23,993	$ 22,161	$ 67,442	$ 8,706	$ 509,316
2030	$ 92,767	$ 294,472	$ -	$ 23,558	$ 23,450	$ 66,112	$ 8,880	$ 509,239
2031	$ 98,694	$ 288,674	$ -	$ 23,094	$ 24,996	$ 64,705	$ 9,058	$ 509,221
2032	$ 105,394	$ 282,506	$ -	$ 22,600	$ 26,284	$ 63,206	$ 9,239	$ 509,229
2033	$ 112,094	$ 275,919	$ -	$ 22,073	$ 28,088	$ 61,628	$ 9,424	$ 509,226
2034	$ 119,567	$ 268,913	$ -	$ 21,513	$ 29,634	$ 59,943	$ 9,612	$ 509,182
2035	$ 127,555	$ 261,440	$ -	$ 20,915	$ 31,180	$ 58,165	$ 9,804	$ 509,060
2036	$ 135,801	$ 253,468	$ -	$ 20,277	$ 33,242	$ 56,294	$ 10,000	$ 509,082
2037	$ 144,820	$ 244,980	$ -	$ 19,598	$ 35,303	$ 54,300	$ 10,200	$ 509,202
2038	$ 154,355	$ 235,929	$ -	$ 18,874	$ 37,365	$ 52,182	$ 10,404	$ 509,108
2039	$ 164,662	$ 226,282	$ -	$ 18,103	$ 39,684	$ 49,940	$ 10,612	$ 509,282
2040	$ 175,485	$ 215,990	$ -	$ 17,279	$ 42,003	$ 47,559	$ 10,825	$ 509,141
2041	$ 187,081	$ 205,022	$ -	$ 16,402	$ 44,580	$ 45,039	$ 11,041	$ 509,165
2042	$ 199,708	$ 193,330	$ -	$ 15,466	$ 47,157	$ 42,364	$ 11,262	$ 509,286
2043	$ 212,850	$ 180,848	$ -	$ 14,468	$ 49,991	$ 39,534	$ 11,487	$ 509,179
2044	$ 227,022	$ 167,545	$ -	$ 13,404	$ 53,084	$ 36,535	$ 11,717	$ 509,306
2045	$ 241,968	$ 153,356	$ -	$ 12,268	$ 56,176	$ 33,350	$ 11,951	$ 509,070
2046	$ 258,203	$ 138,233	$ -	$ 11,059	$ 59,526	$ 29,979	$ 12,190	$ 509,190
2047	$ 275,468	$ 122,095	$ -	$ 9,768	$ 63,133	$ 26,408	$ 12,434	$ 509,306
2048	$ 293,763	$ 104,879	$ -	$ 8,390	$ 66,741	$ 22,620	$ 12,683	$ 509,076
2049	$ 313,348	$ 86,518	$ -	$ 6,921	$ 70,864	$ 18,615	$ 12,937	$ 509,203
2050	$ 334,220	$ 66,934	$ -	$ 5,355	$ 75,245	$ 14,363	$ 13,195	$ 509,313
2051	$ 356,381	$ 46,045	$ -	$ 3,684	$ 79,883	$ 9,849	$ 13,459	$ 509,302
2052	$ 380,346	$ 23,772	$ -	$ 1,902	$ 84,264	$ 5,056	$ 13,728	$ 509,068
Total	**$ 5,359,893**	**$ 6,451,981**	**$ (2,116)**	**$ 496,580**	**$ 1,217,056.57**	**$ 1,433,139**	**$ 313,616**	**$ 15,270,150**

[a] Interest Rate is calculated at 6.25% for illustrative purposes. Interest rate will be the actual interest rate on the Neighborhood Improvement Area #3 Bonds.

[b] Interest Rate is calculated at 6.00% which is less than 2% above the S&P Municipal Bond High Yield Index, which was 5.95% as of November 18, 2022.
[c] Interest Rate is calculated at the Additional Interest Rate.

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	$ 19,593.46
Lot Type 2	Neighbohood Improvement Area #1	$ 23,985.11
Lot Type 3	Neighbohood Improvement Area #1	$ 28,974.56
Lot Type 4	Neighbohood Improvement Area #1	$ 33,163.65
Lot Type 5	Neighbohood Improvement Area #2	$ 25,101.10
Lot Type 6	Neighbohood Improvement Area #2	$ 30,727.18
Lot Type 7	Neighbohood Improvement Area #2	$ 35,920.54
Lot Type 8[1]	Neighbohood Improvement Area #3	$ 37,053.24
Lot Type 9[1]	Neighbohood Improvement Area #3	$ 41,684.89
Lot Type 10[1]	Neighbohood Improvement Area #3	$ 43,206.27
Lot Type 11[1]	Neighbohood Improvement Area #3	$ 51,847.53
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 September 13, 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:

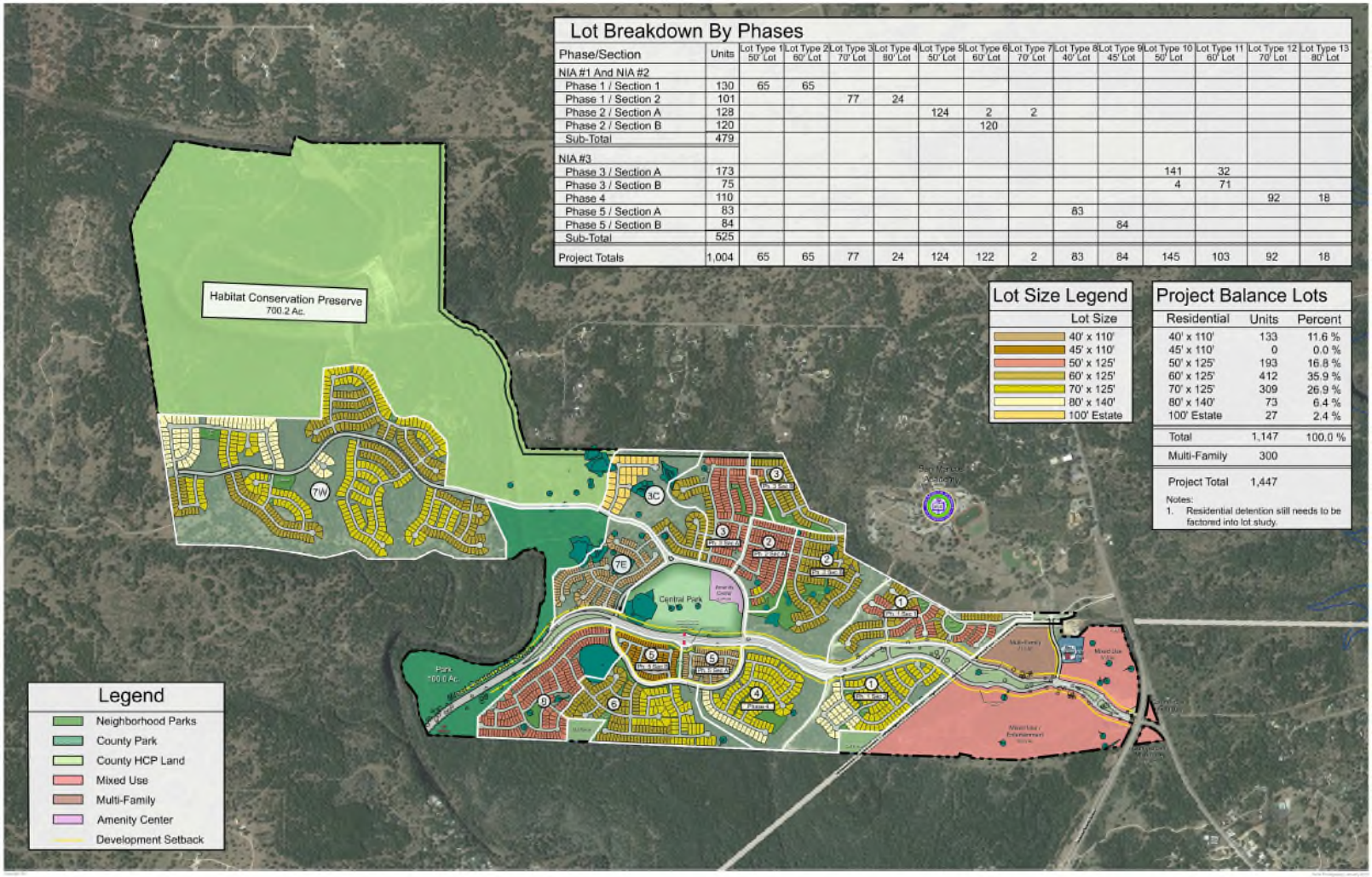
_____
[County Clerk Name], County Clerk

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 Breakdown By Phases

Phase/Section	Units	Lot Type 1 50' Lot	Lot Type 2 60' Lot	Lot Type 3 70' Lot	Lot Type 4 80' Lot	Lot Type 5 50' Lot	Lot Type 6 60' Lot	Lot Type 7 70' Lot	Lot Type 8 40' Lot	Lot Type 9 45' Lot	Lot Type 10 50' Lot	Lot Type 11 60' Lot	Lot Type 12 70' Lot	Lot Type 13 80' Lot
NIA #1 And NIA #2														
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													
NIA #3														
Phase 3 / Section A	173										141	32		
Phase 3 / Section B	75										4	71		
Phase 4	110												92	18
Phase 5 / Section A	83								83					
Phase 5 / Section B	84									84				
Sub-Total	525													
Project Totals	1,004	65	65	77	24	124	122	2	83	84	145	103	92	18

Lot Size Legend

Lot Size
40' x 110'
45' x 110'
50' x 125'
60' x 125'
70' x 125'
80' x 140'
100' Estate

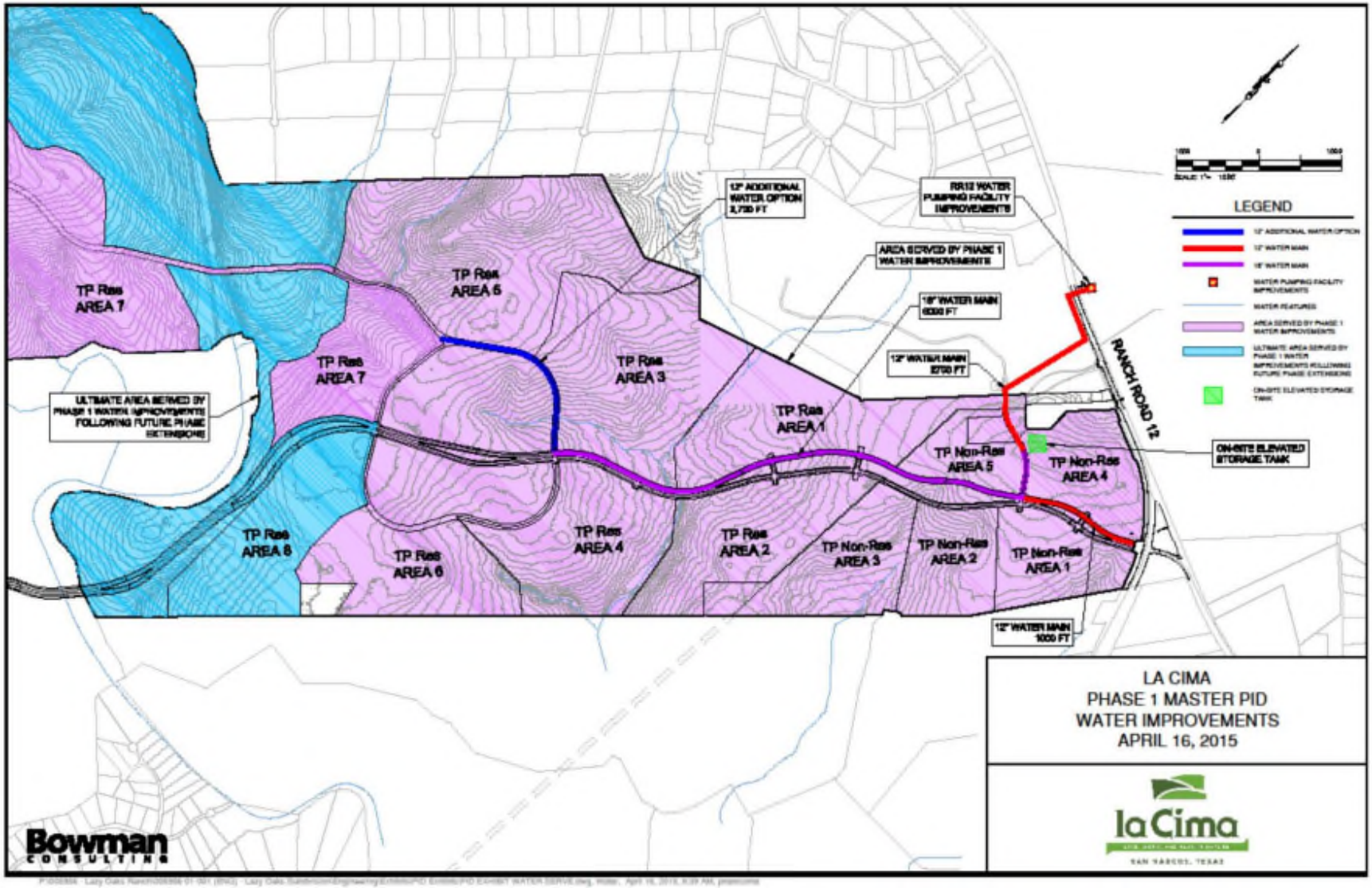
Project Balance Lots

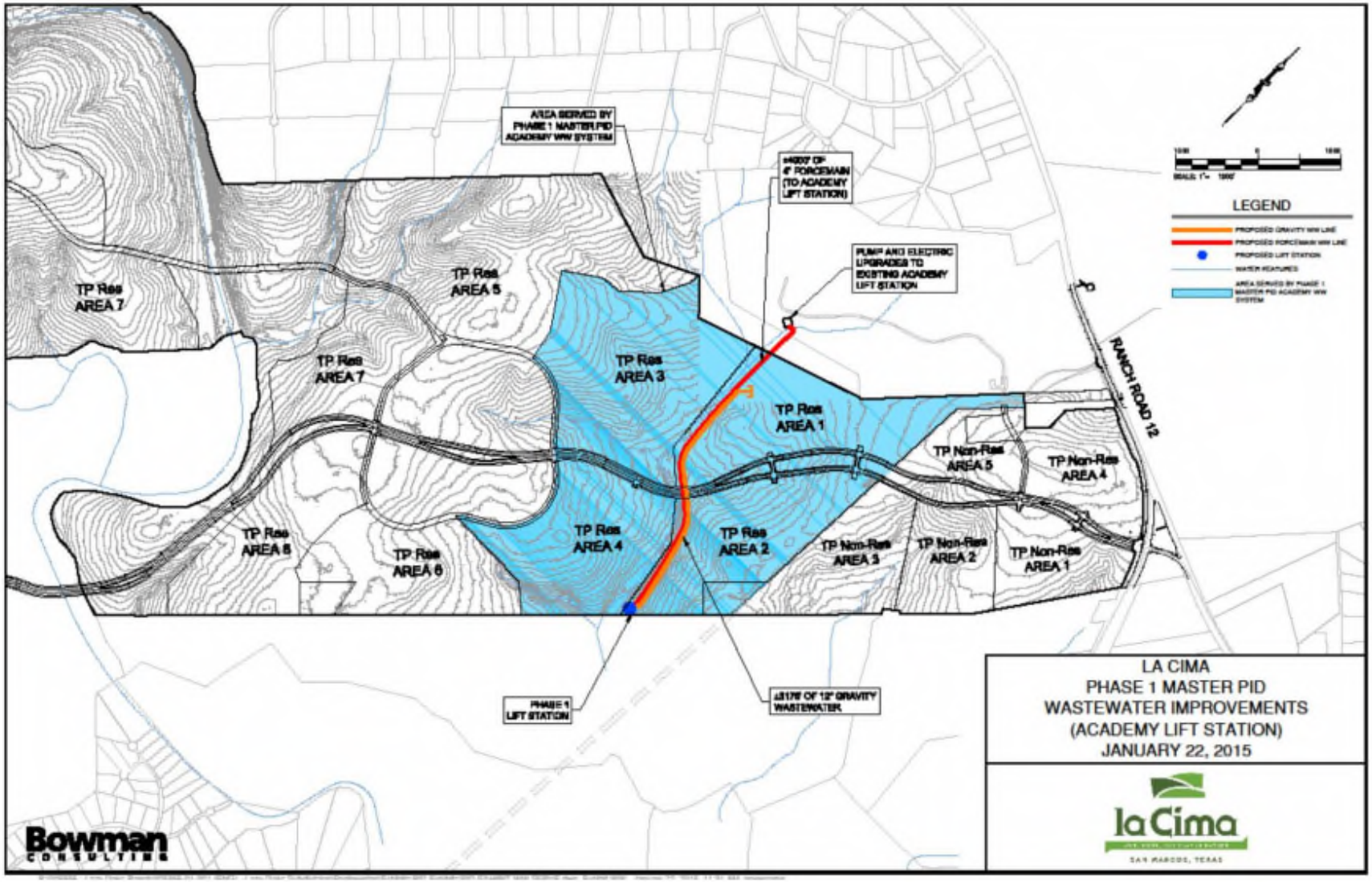
Residential	Units	Percent
40' x 110'	133	11.6 %
45' x 110'	0	0.0 %
50' x 125'	193	16.8 %
60' x 125'	412	35.9 %
70' x 125'	309	26.9 %
80' x 140'	73	6.4 %
100' Estate	27	2.4 %
Total	1,147	100.0 %
Multi-Family	300	
Project Total	1,447	

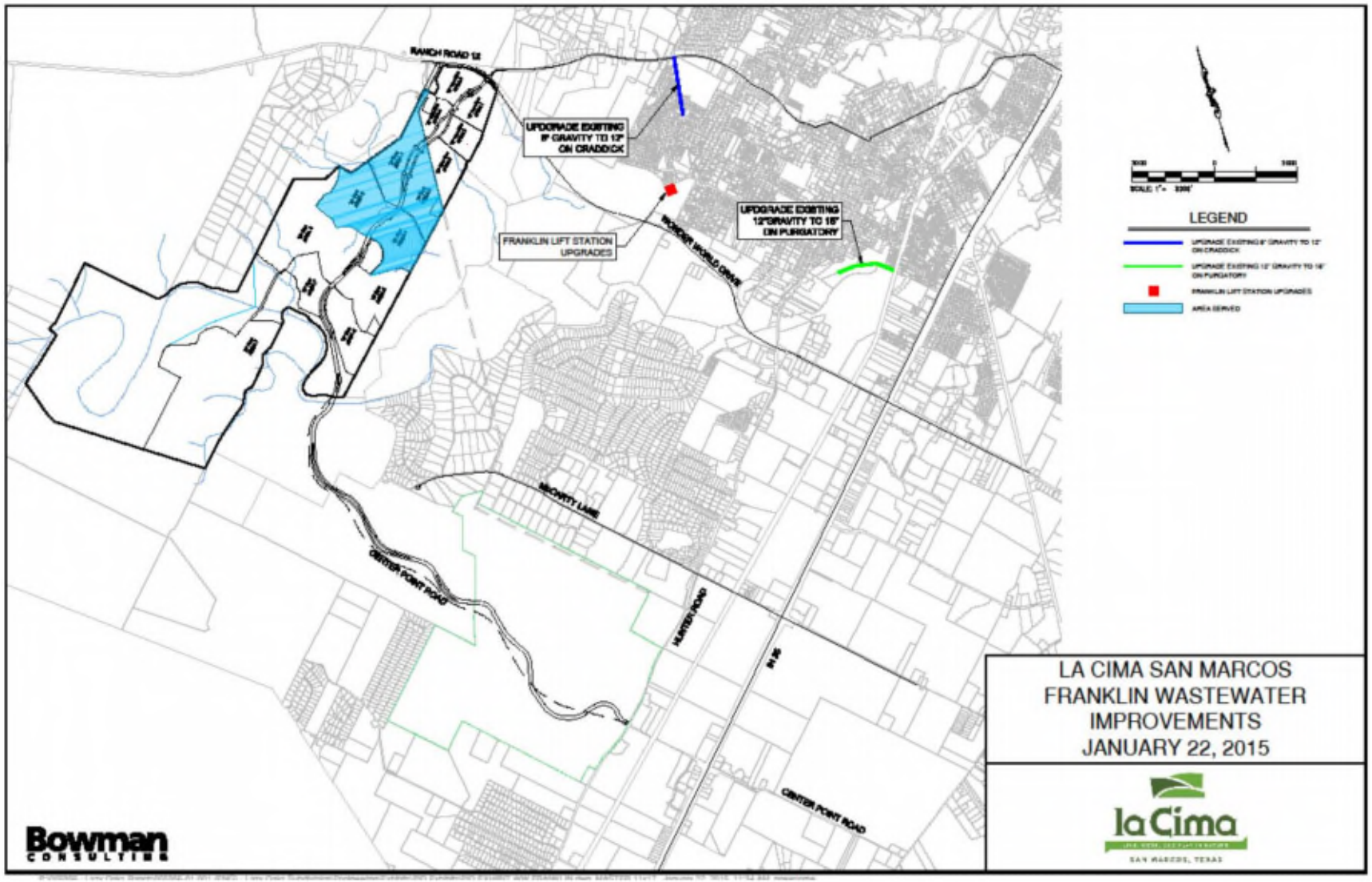
Notes:
1. Residential detention still needs to be factored into lot study.

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
PUMP AND ELECTRIC UPGRADES TO EXISTING ACADEMY LIFT STATION
PHASE 1 LIFT STATION
LEGEND
TP Res AREA 7
TP Res AREA 5
TP Res AREA 7
TP Res AREA 3
TP Res AREA 1
TP Res AREA 8
TP Res AREA 6
TP Res AREA 4
TP Res AREA 2
TP Non-Res AREA 5
TP Non-Res AREA 4
TP Non-Res AREA 3
TP Non-Res AREA 2
TP Non-Res AREA 1
RANCH ROAD 12
LA CIMA
PHASE 1 MASTER PID
WASTEWATER IMPROVEMENTS
(ACADEMY LIFT STATION)
JANUARY 22, 2015
Bowman CONSULTING
la Cima


RANCH ROAD 12
UPGRADE EXISTING
8" GRAVITY TO 12"
ON CRADDICK
FRANKLIN LIFT STATION
UPGRADES
UPGRADE EXISTING
12"GRAVITY TO 18"
ON PURGATORY
MONDOR WORLD DRIVE
MONTY LANE
CENTER POINT ROAD
HUNTER ROAD
IH-35
CENTER POINT ROAD
LEGEND
UPGRADE EXISTING 8" GRAVITY TO 12" ON CRADDICK
UPGRADE EXISTING 12" GRAVITY TO 18" ON PURGATORY
FRANKLIN LIFT STATION UPGRADES
AREA SERVED
LA CIMA SAN MARCOS
FRANKLIN WASTEWATER
IMPROVEMENTS
JANUARY 22, 2015
Bowman
CONSULTING
la Cima
SAN MARCOS, TEXAS

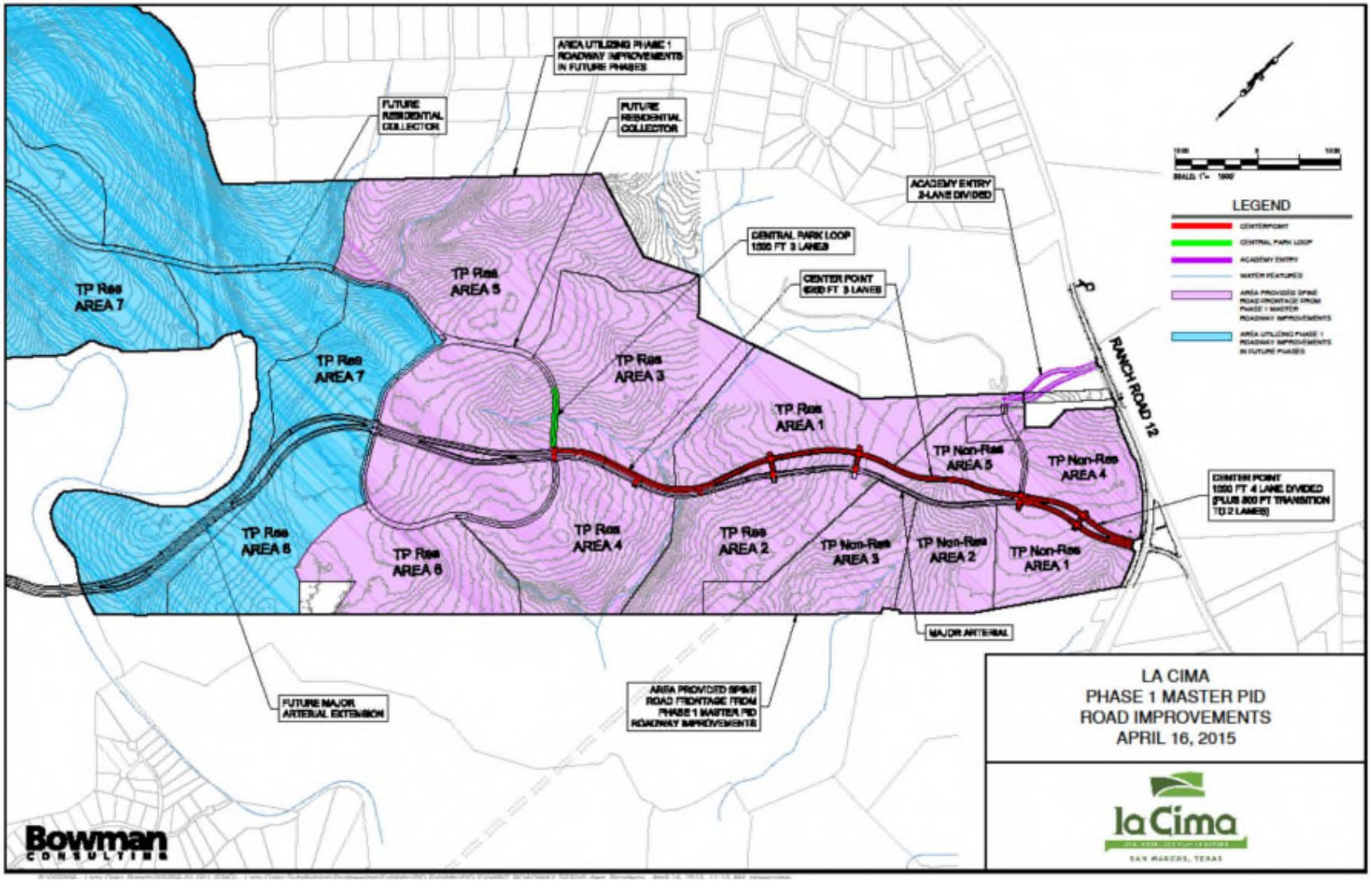

AREA UTILIZING PHASE 1 ROADWAY IMPROVEMENTS IN FUTURE PHASES
FUTURE RESIDENTIAL COLLECTOR
FUTURE RESIDENTIAL COLLECTOR
ACADEMY ENTRY 3-LANE DIVIDED
CENTRAL PARK LOOP 1000 FT 3 LANES
CENTER POINT 1000 FT 3 LANES
RANCH ROAD 12
LEGEND
CENTERPOINT
CENTRAL PARK LOOP
ACADEMY ENTRY
WATER FEATURES
AREA PROVIDES 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 PROVIDES 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

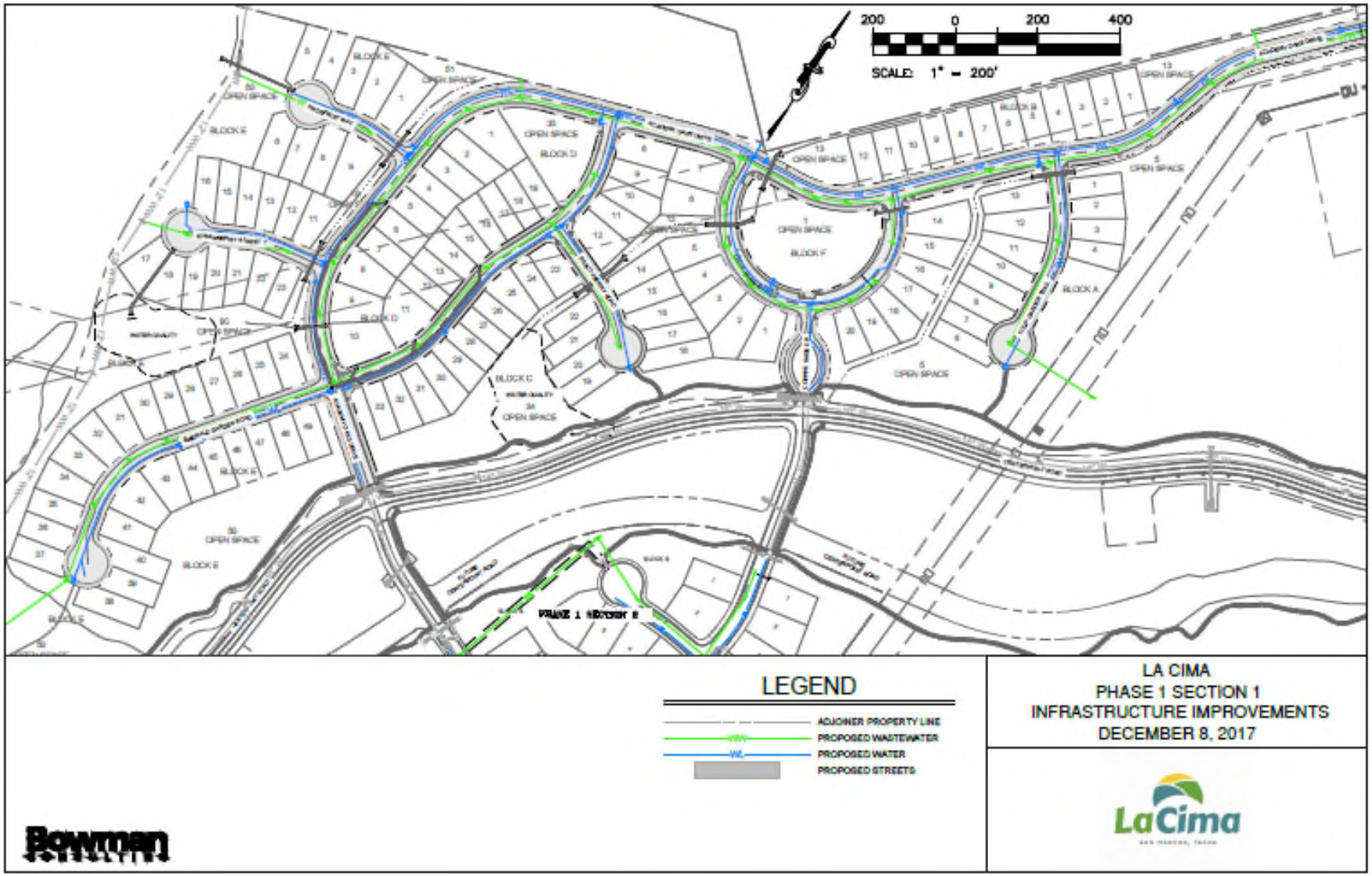


EXHIBIT Q-3 – MAP OF PHASE 1 SECTION 2 IMPROVEMENTS

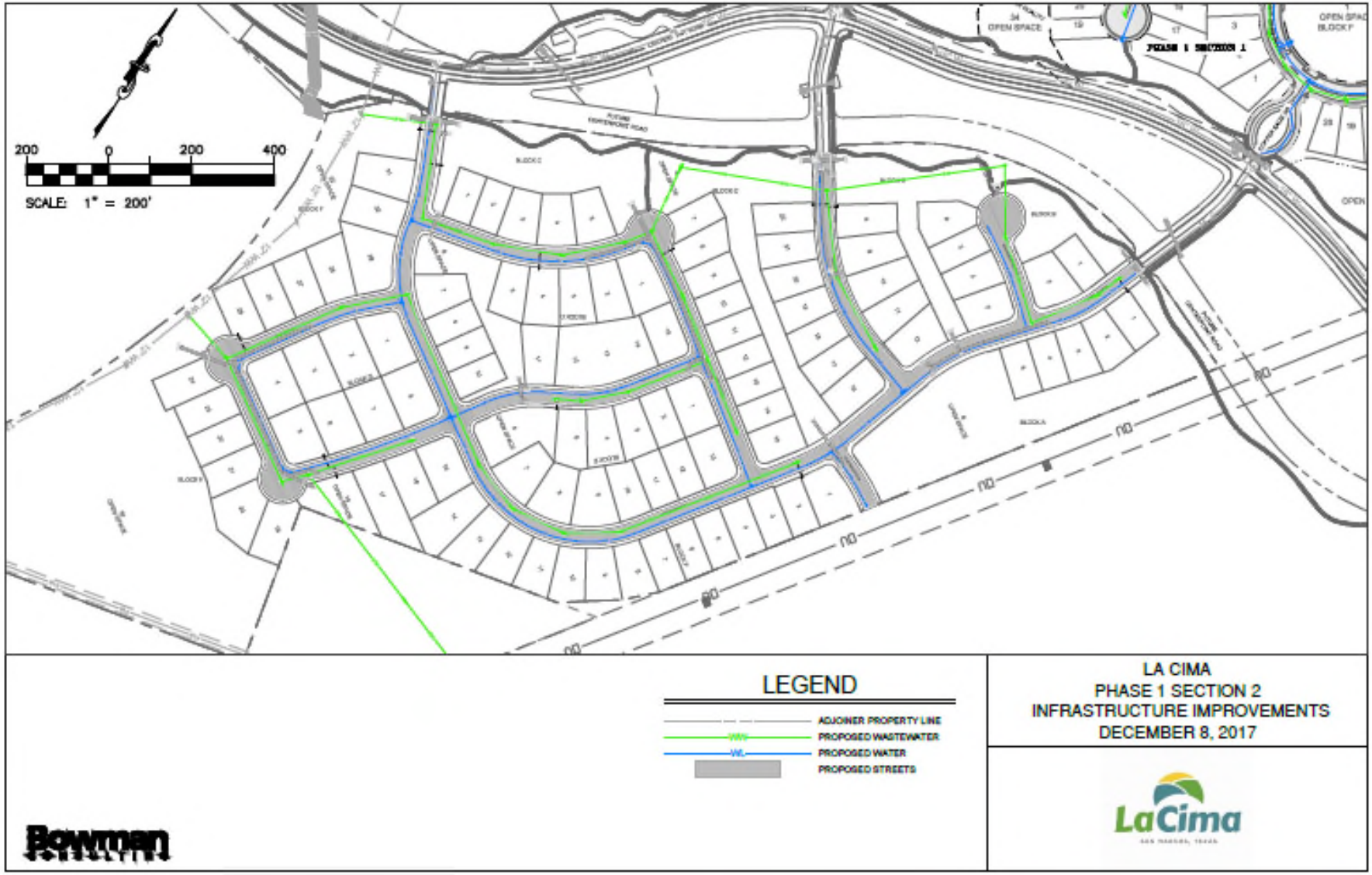


EXHIBIT Q-4 - MAP OF NEIGHBORHOOD IMPROVEMENT AREA #2 IMPROVEMENTS

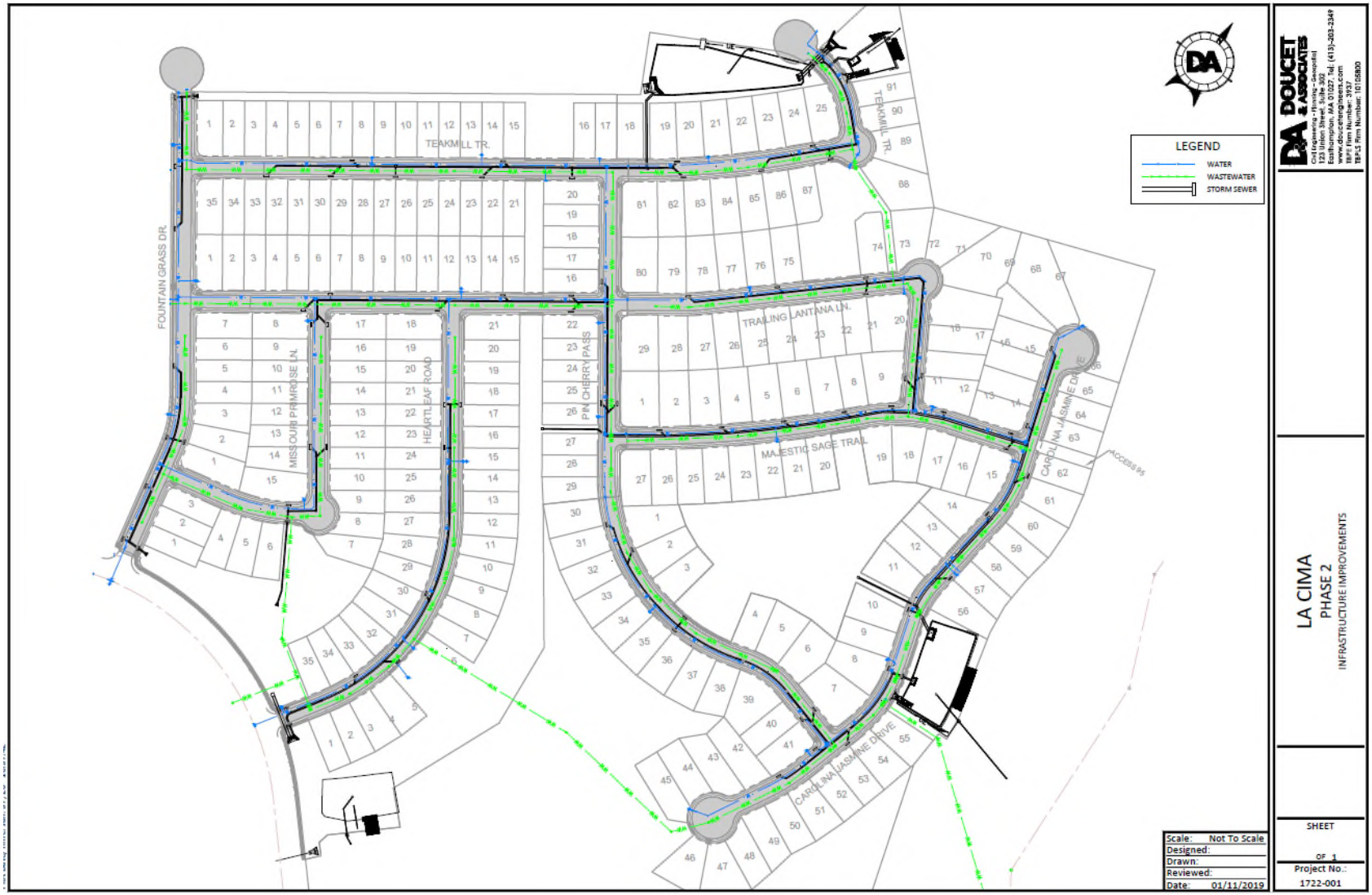
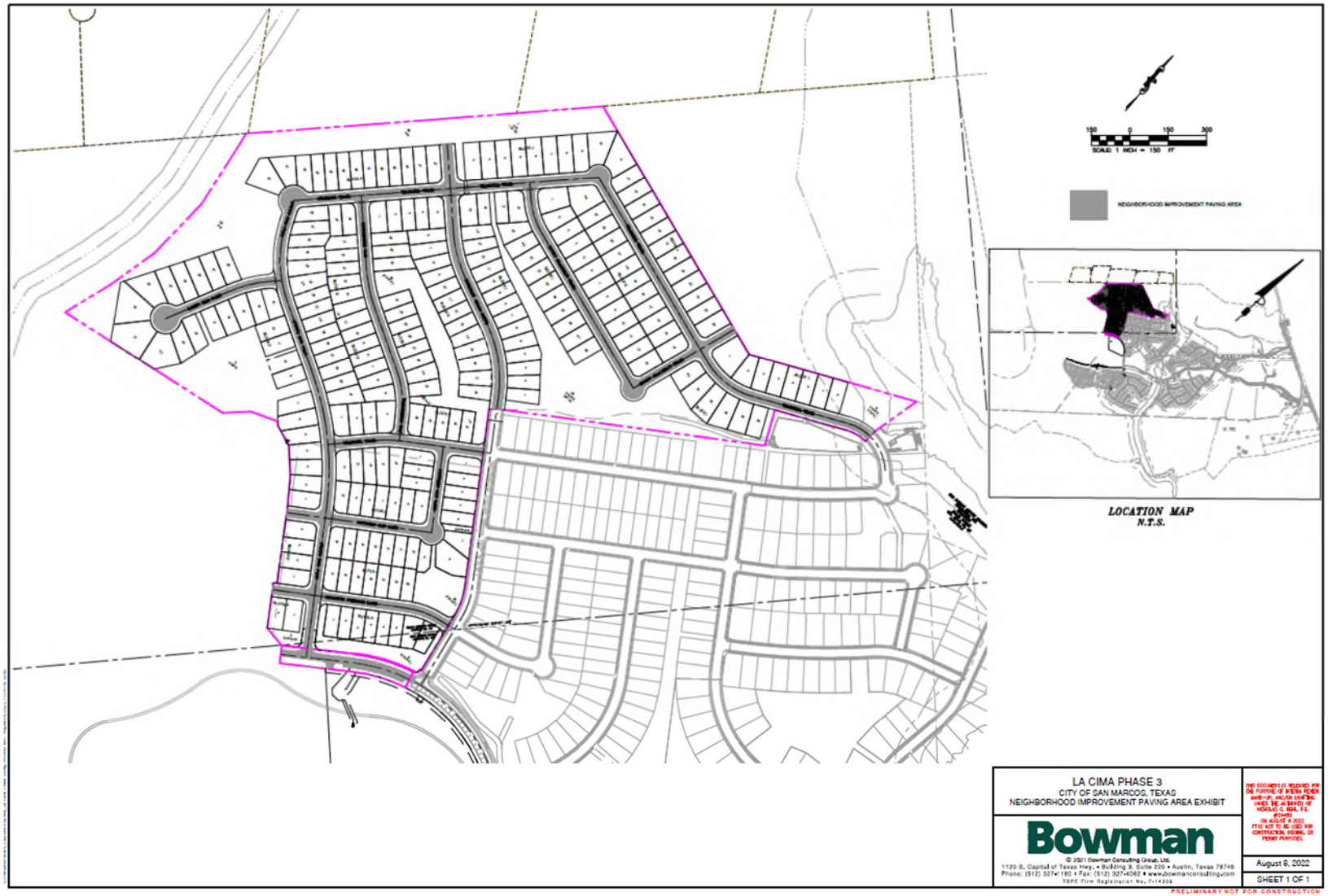
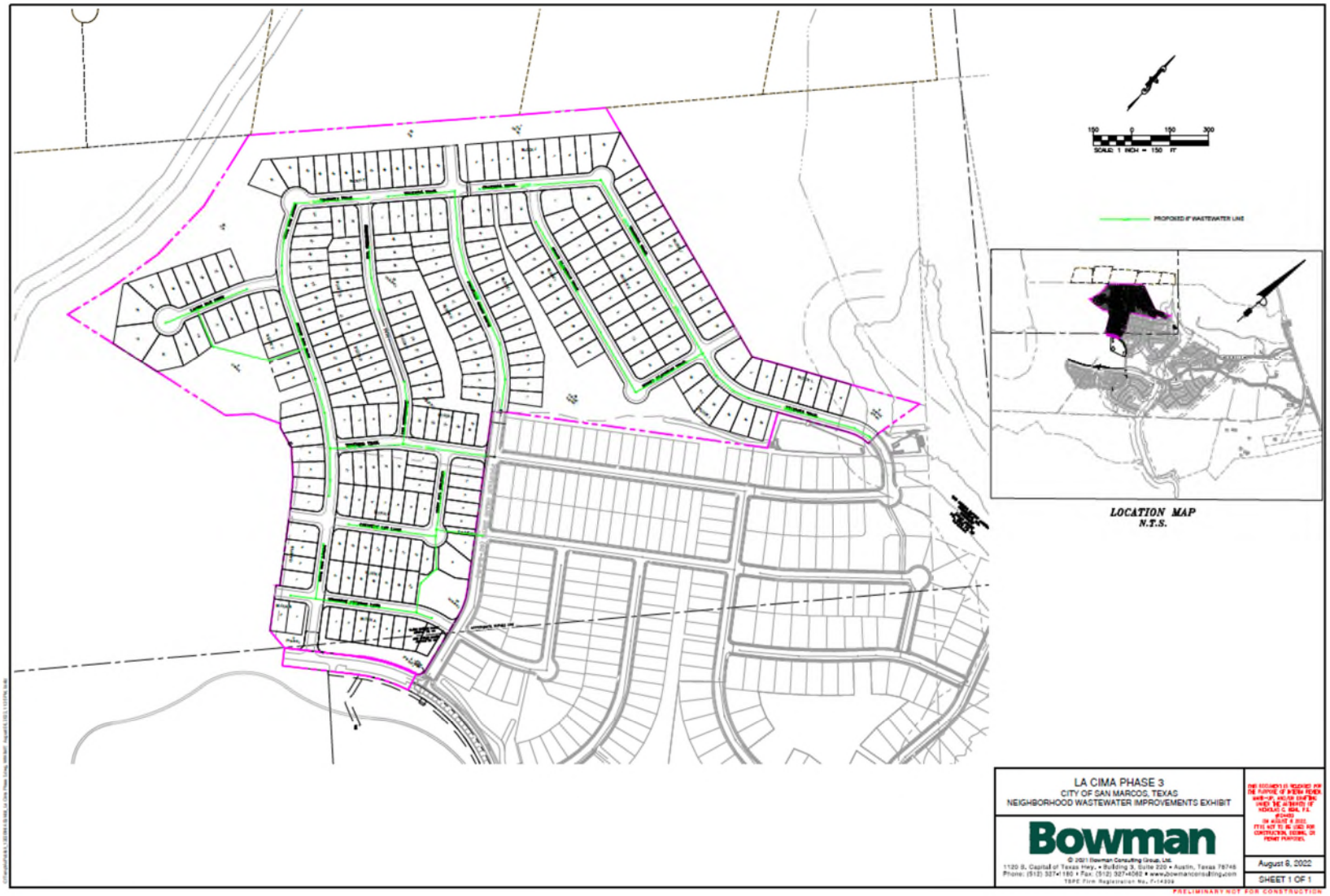
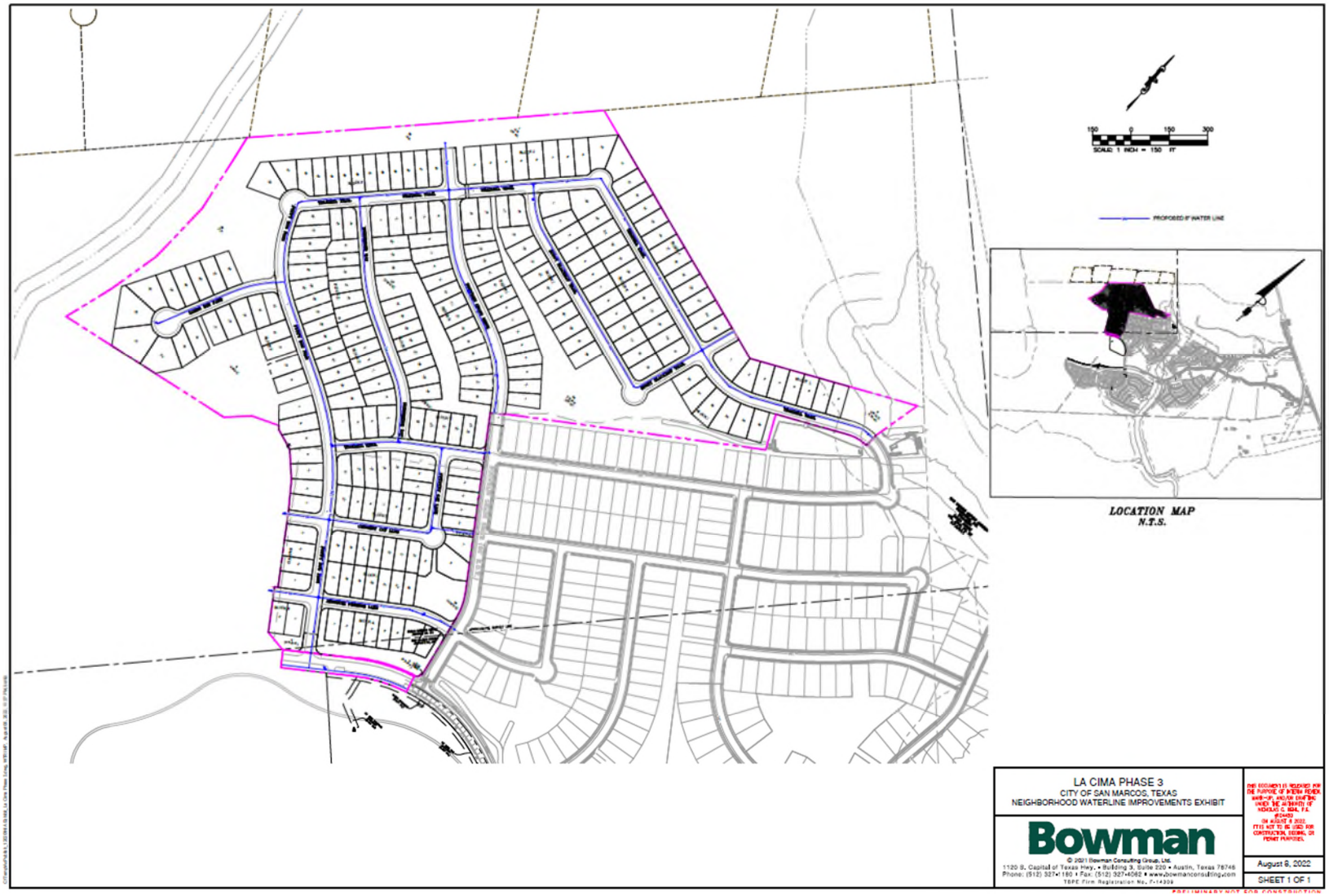


EXHIBIT Q-5 - MAP OF PHASE 3 IMPROVEMENTS




150 0 150 300
SCALE: 1 INCH = 150 FT
PROPOSED 8" WASTEWATER LINE
LOCATION MAP
N.T.S.
LA CIMA PHASE 3
CITY OF SAN MARCOS, TEXAS
NEIGHBORHOOD WASTEWATER IMPROVEMENTS EXHIBIT
Bowman
August 8, 2022
SHEET 1 OF 1
PRELIMINARY NOT FOR CONSTRUCTION


SCALE: 1 INCH = 150 FT
PROPOSED 8" WATER LINE
LOCATION MAP
N.T.S.
LA CIMA PHASE 3
CITY OF SAN MARCOS, TEXAS
NEIGHBORHOOD WATERLINE IMPROVEMENTS EXHIBIT
Bowman
August 8, 2022
SHEET 1 OF 1

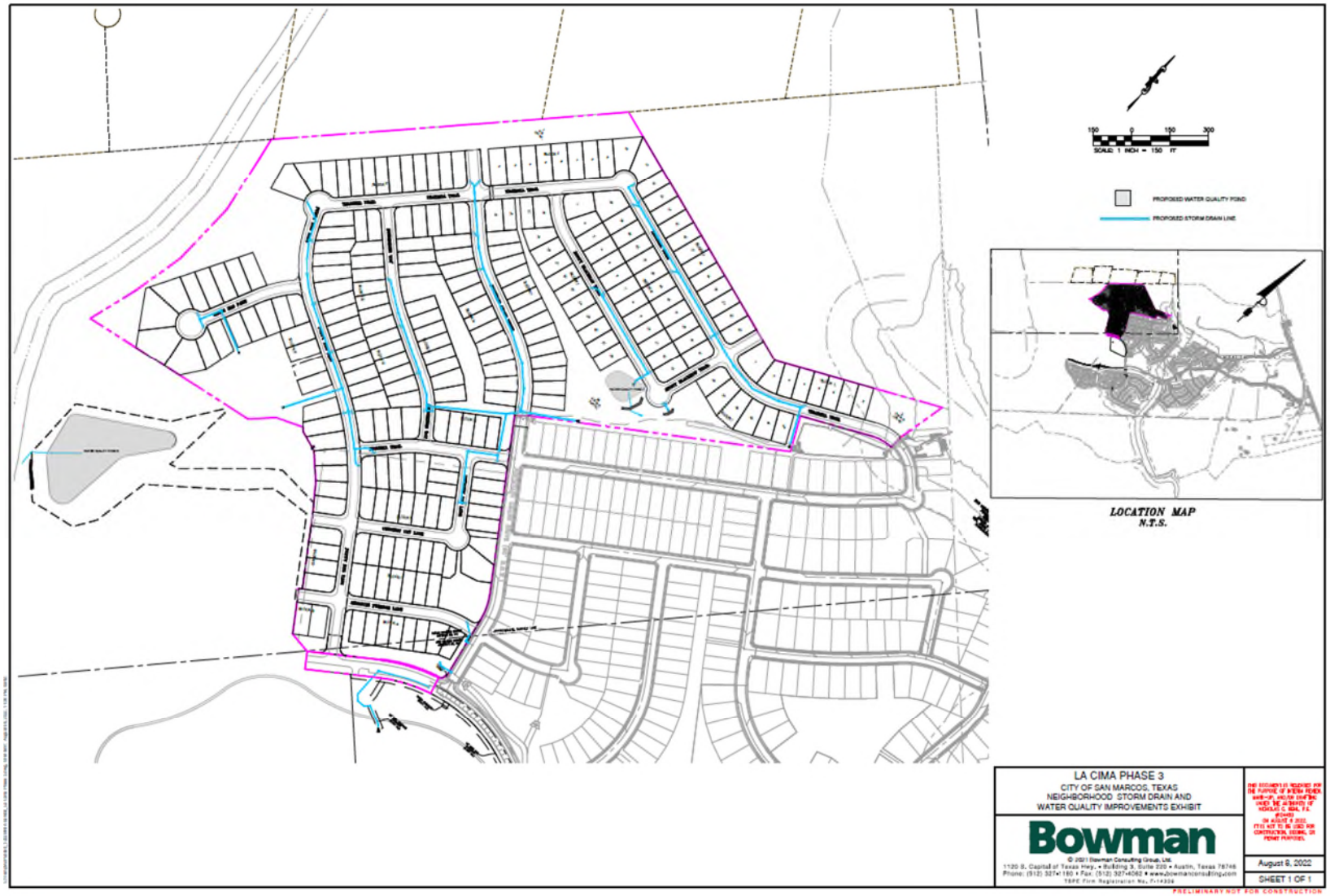
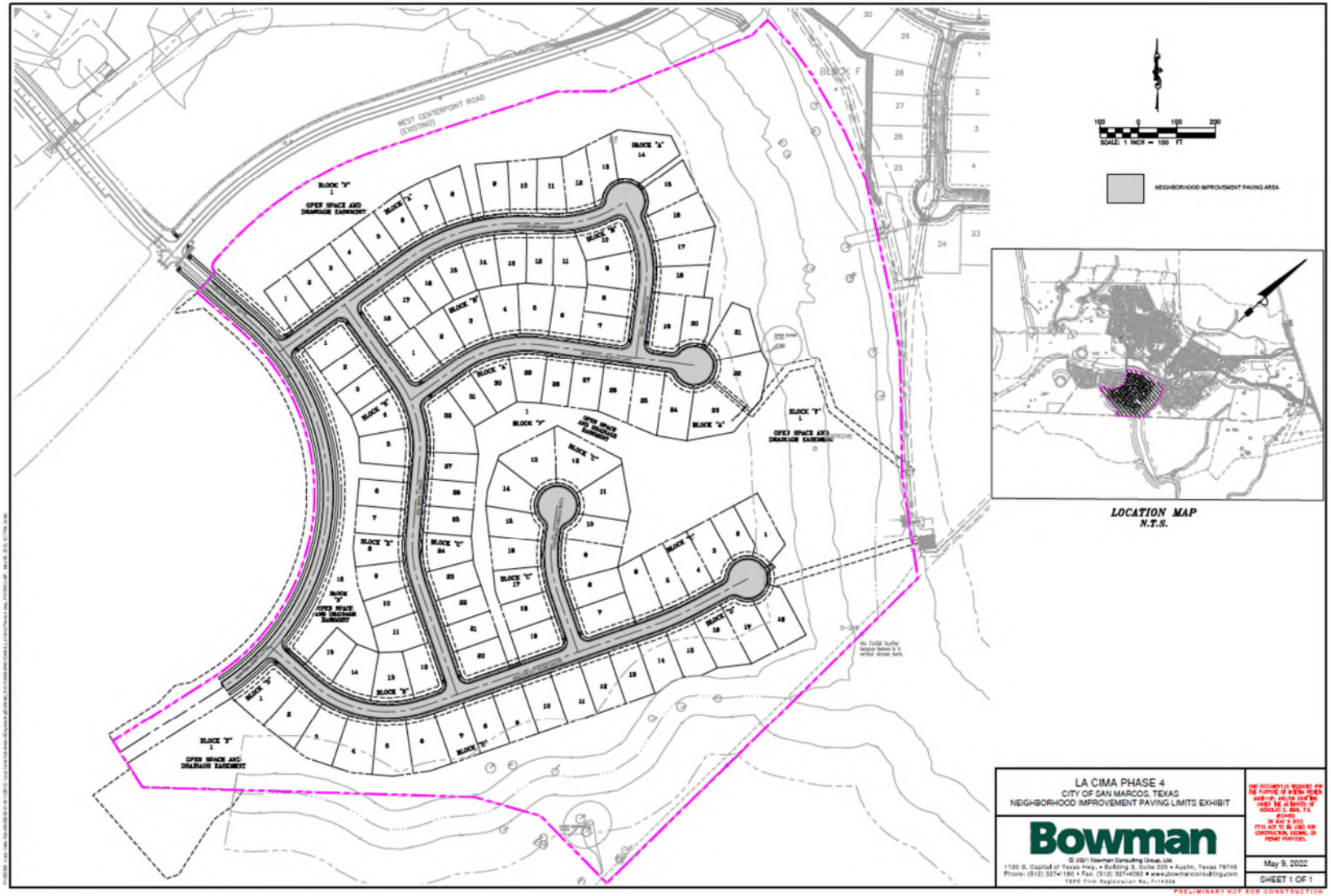
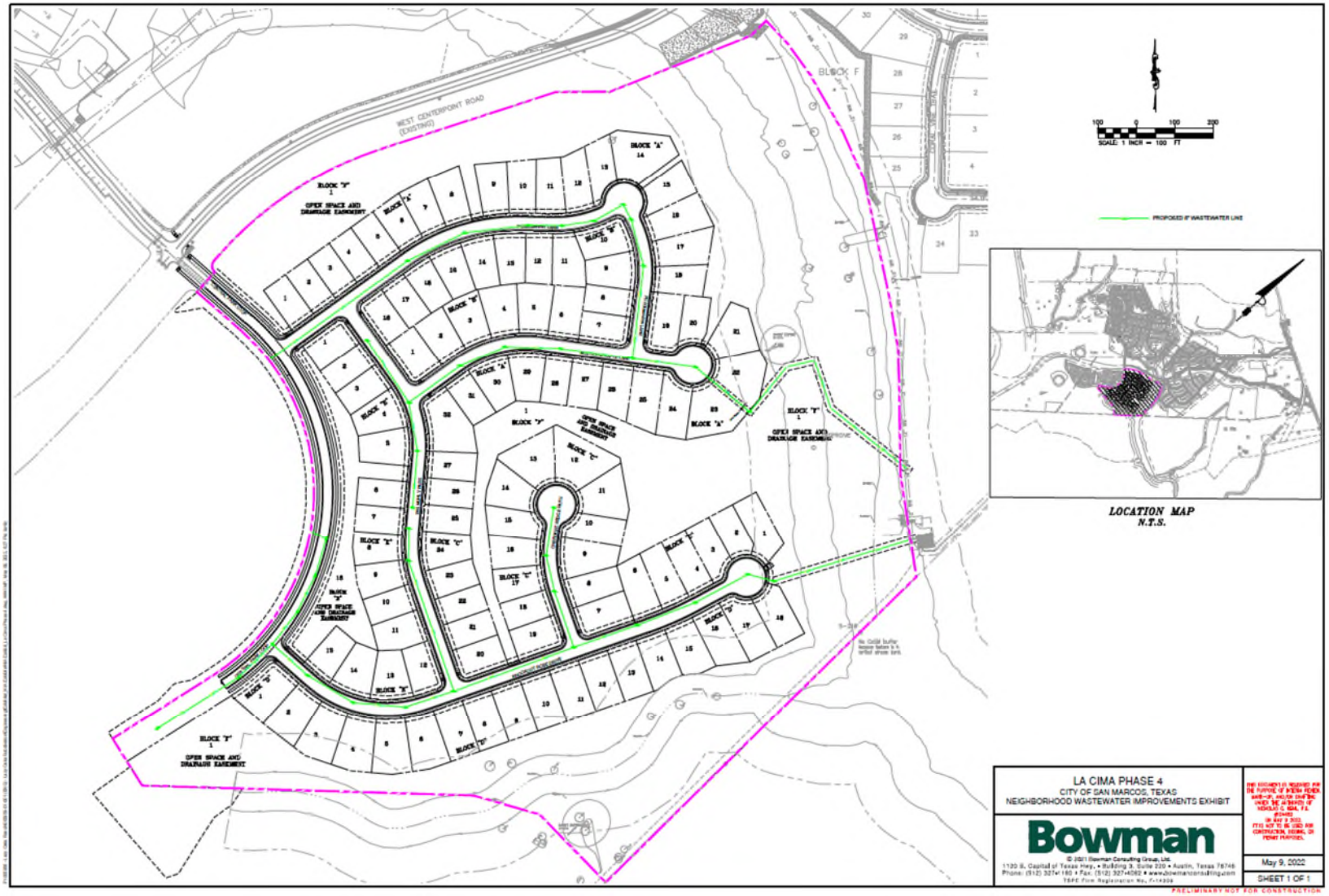
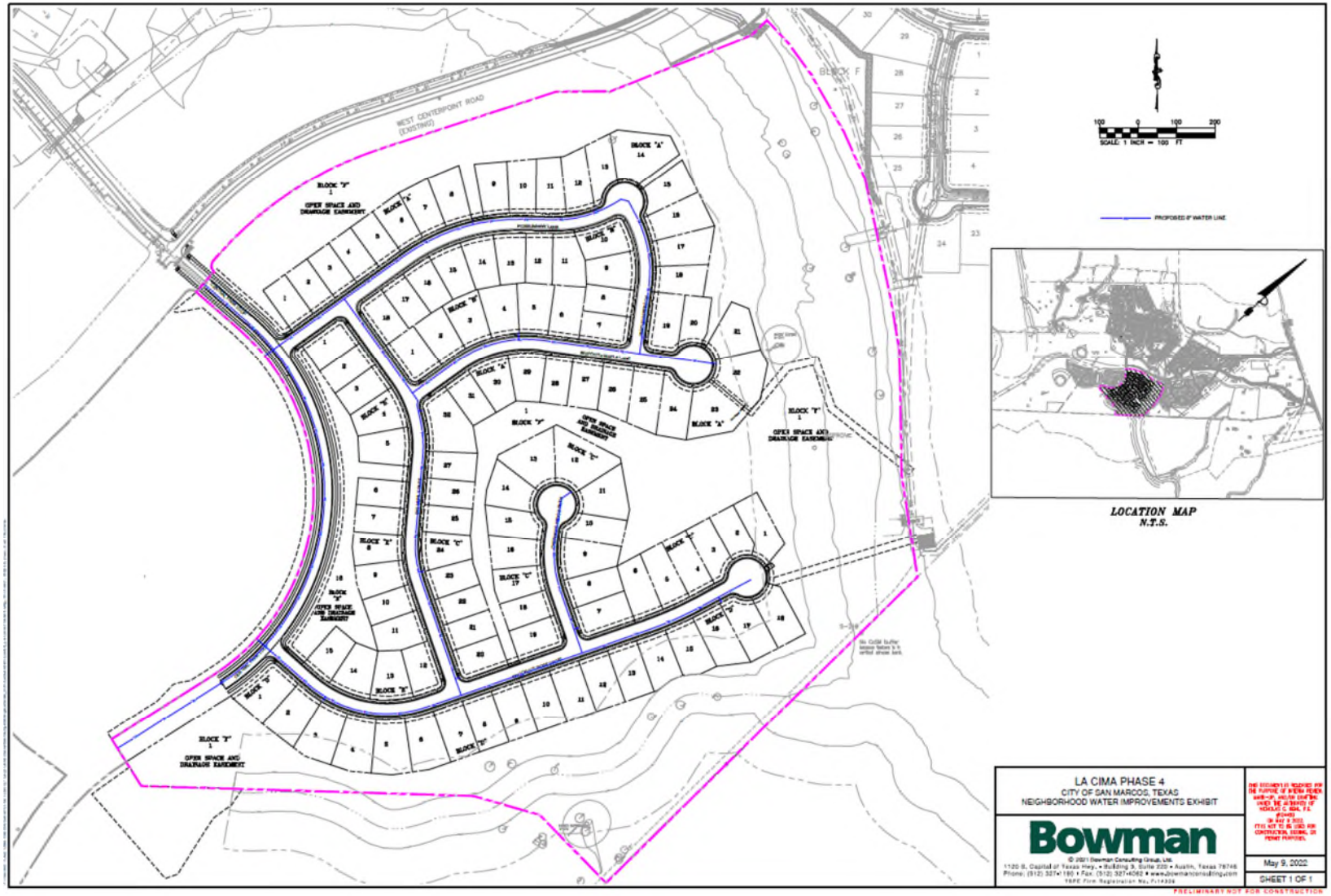

150 0 150 300
SCALE: 1 INCH = 150 FT
PROPOSED WATER QUALITY POND
PROPOSED STORM DRAIN LINE
LOCATION MAP
N.T.S.
LA CIMA PHASE 3
CITY OF SAN MARCOS, TEXAS
NEIGHBORHOOD STORM DRAIN AND
WATER QUALITY IMPROVEMENTS EXHIBIT
Bowman
August 8, 2022
SHEET 1 OF 1
PRELIMINARY NOT FOR CONSTRUCTION

EXHIBIT Q-6 – MAP OF PHASE 4 IMPROVEMENTS




WEST CENTERPOINT ROAD (EXISTING)
BLOCK F
SCALE: 1 INCH = 100 FT
PROPOSED 8" WASTEWATER LINE
LOCATION MAP
N.T.S.
LA CIMA PHASE 4
CITY OF SAN MARCOS, TEXAS
NEIGHBORHOOD WASTEWATER IMPROVEMENTS EXHIBIT
Bowman
May 9, 2022
SHEET 1 OF 1
PRELIMINARY NOT FOR CONSTRUCTION


WEST CENTERPOINT ROAD (EXISTING)
BLOCK F
OPEN SPACE AND DRAINAGE EASEMENT
SCALE: 1 INCH = 100 FT
PROPOSED 8" WATER LINE
LOCATION MAP
N.T.S.
LA CIMA PHASE 4
CITY OF SAN MARCOS, TEXAS
NEIGHBORHOOD WATER IMPROVEMENTS EXHIBIT
Bowman
May 9, 2002
SHEET 1 OF 1
PRELIMINARY NOT FOR CONSTRUCTION

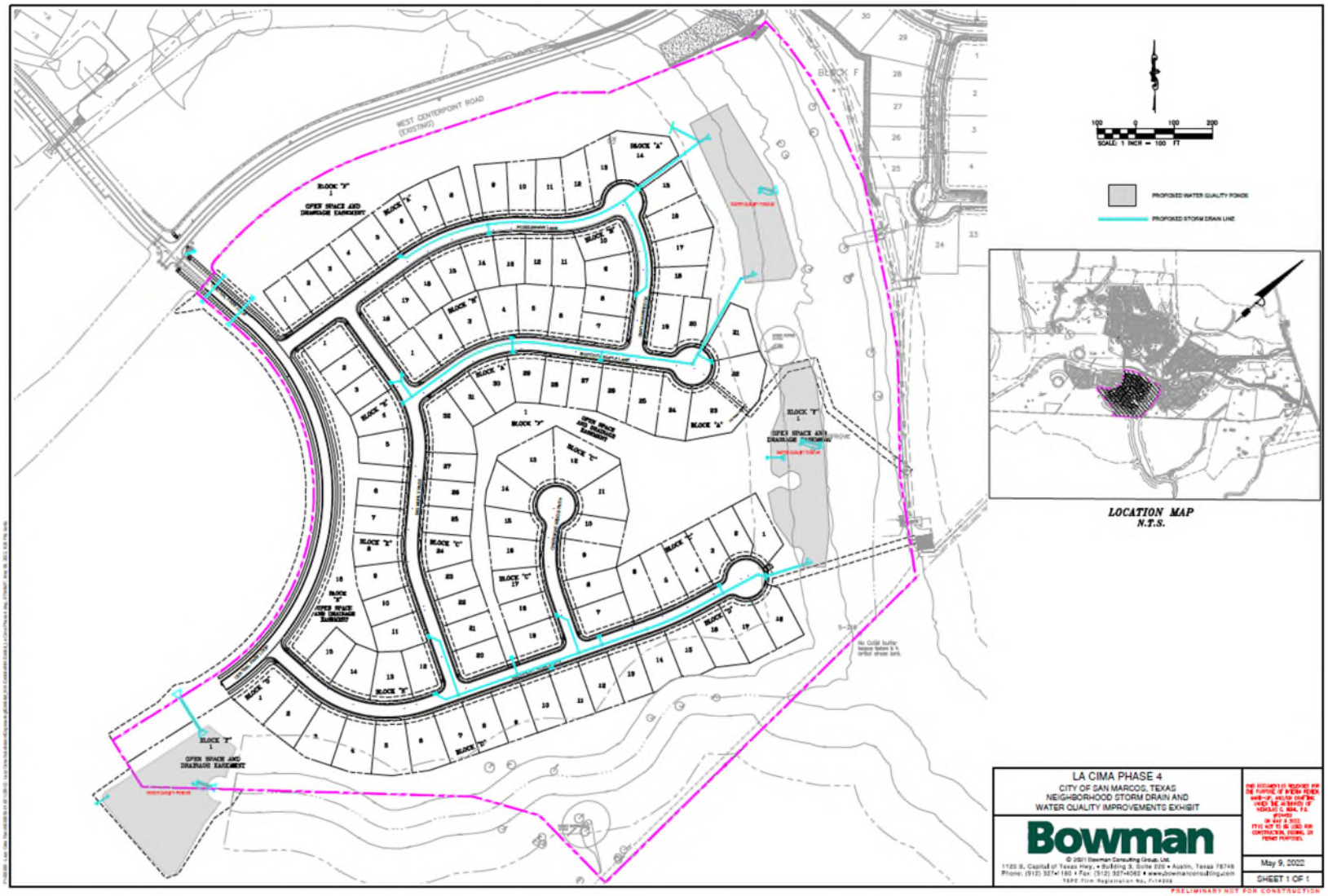
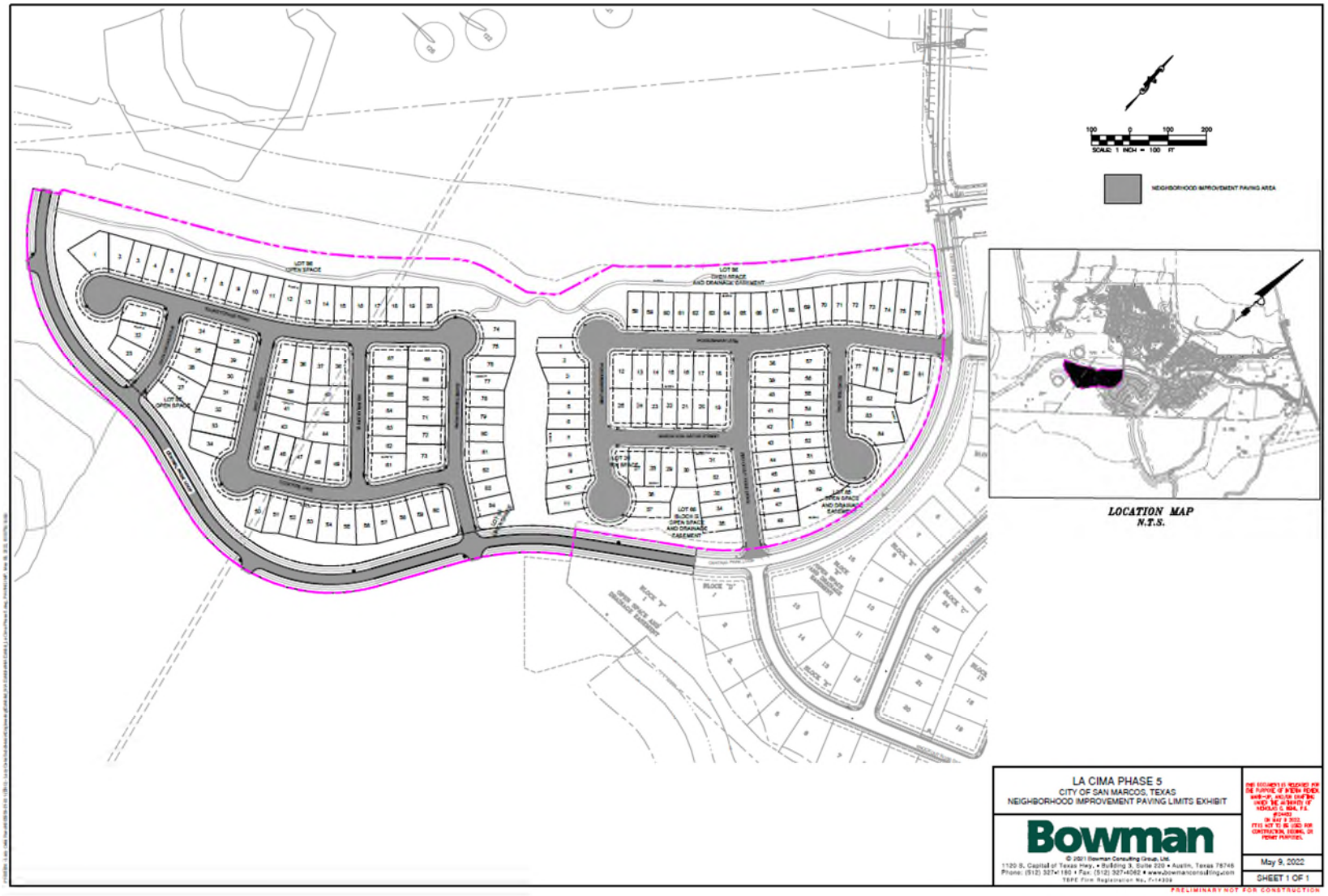
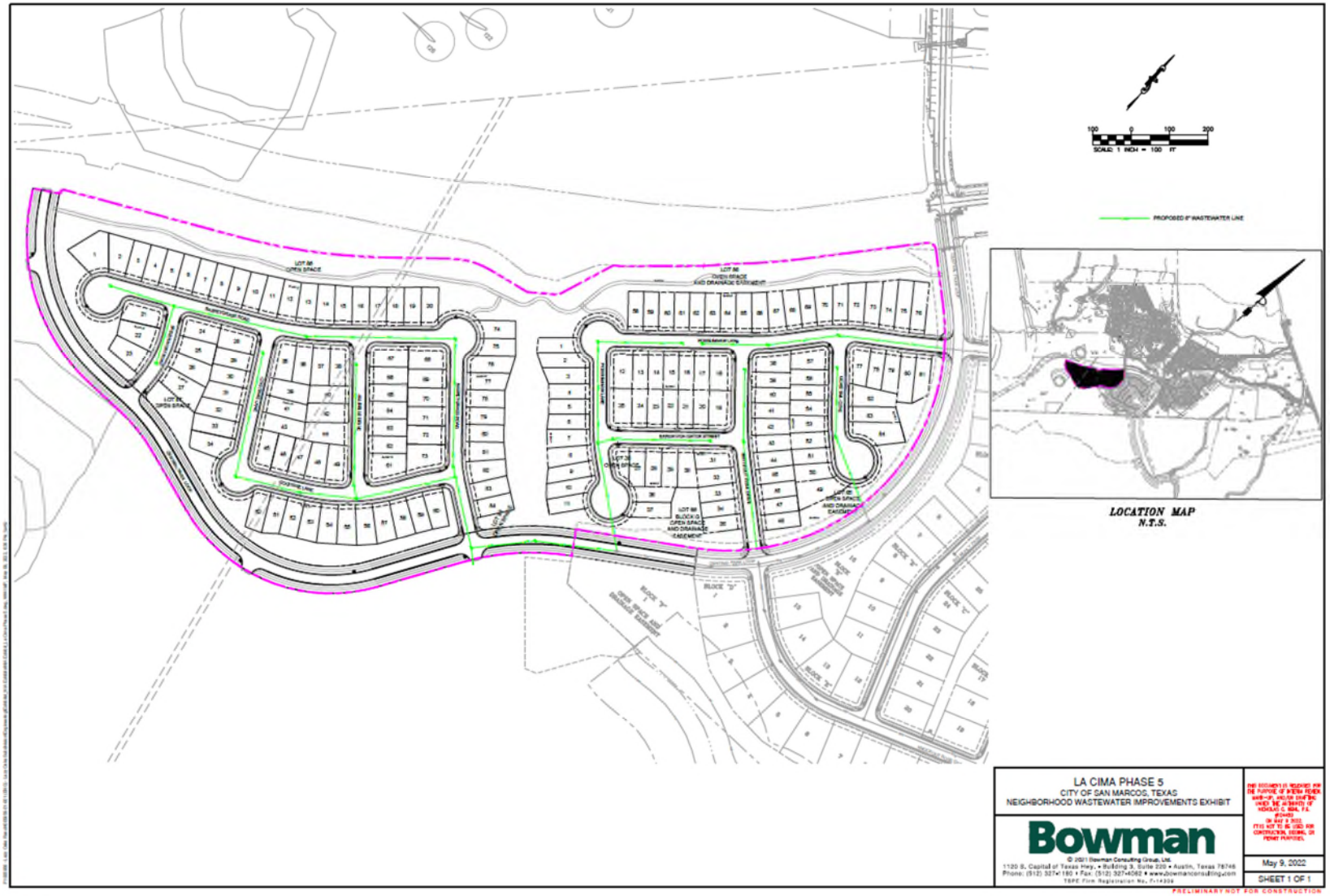
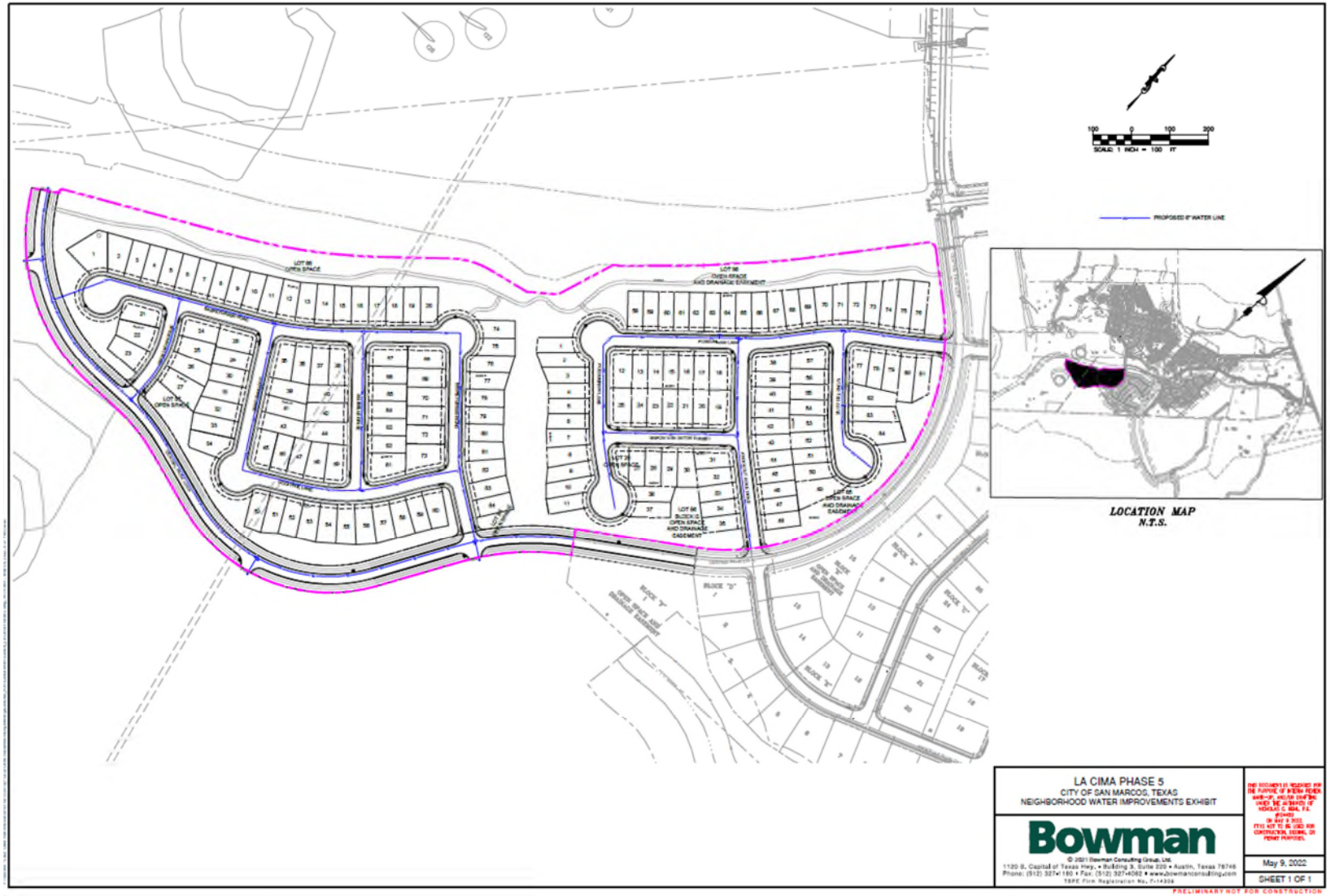


EXHIBIT Q-7 – MAP OF PHASE 5 IMPROVEMENTS


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
Bowman
May 9, 2022
SHEET 1 OF 1
PRELIMINARY NOT FOR CONSTRUCTION


SCALE: 1 INCH = 100 FT
PROPOSED 8" WASTEWATER LINE
LOCATION MAP
N.T.S.
LA CIMA PHASE 5
CITY OF SAN MARCOS, TEXAS
NEIGHBORHOOD WASTEWATER IMPROVEMENTS EXHIBIT
Bowman
May 9, 2022
SHEET 1 OF 1
PRELIMINARY NOT FOR CONSTRUCTION


SCALE: 1 INCH = 100 FT
PROPOSED 6" WATER LINE
LOCATION MAP
N.T.S.
LA CIMA PHASE 5
CITY OF SAN MARCOS, TEXAS
NEIGHBORHOOD WATER IMPROVEMENTS EXHIBIT
Bowman
May 9, 2002
SHEET 1 OF 1
PRELIMINARY NOT FOR CONSTRUCTION

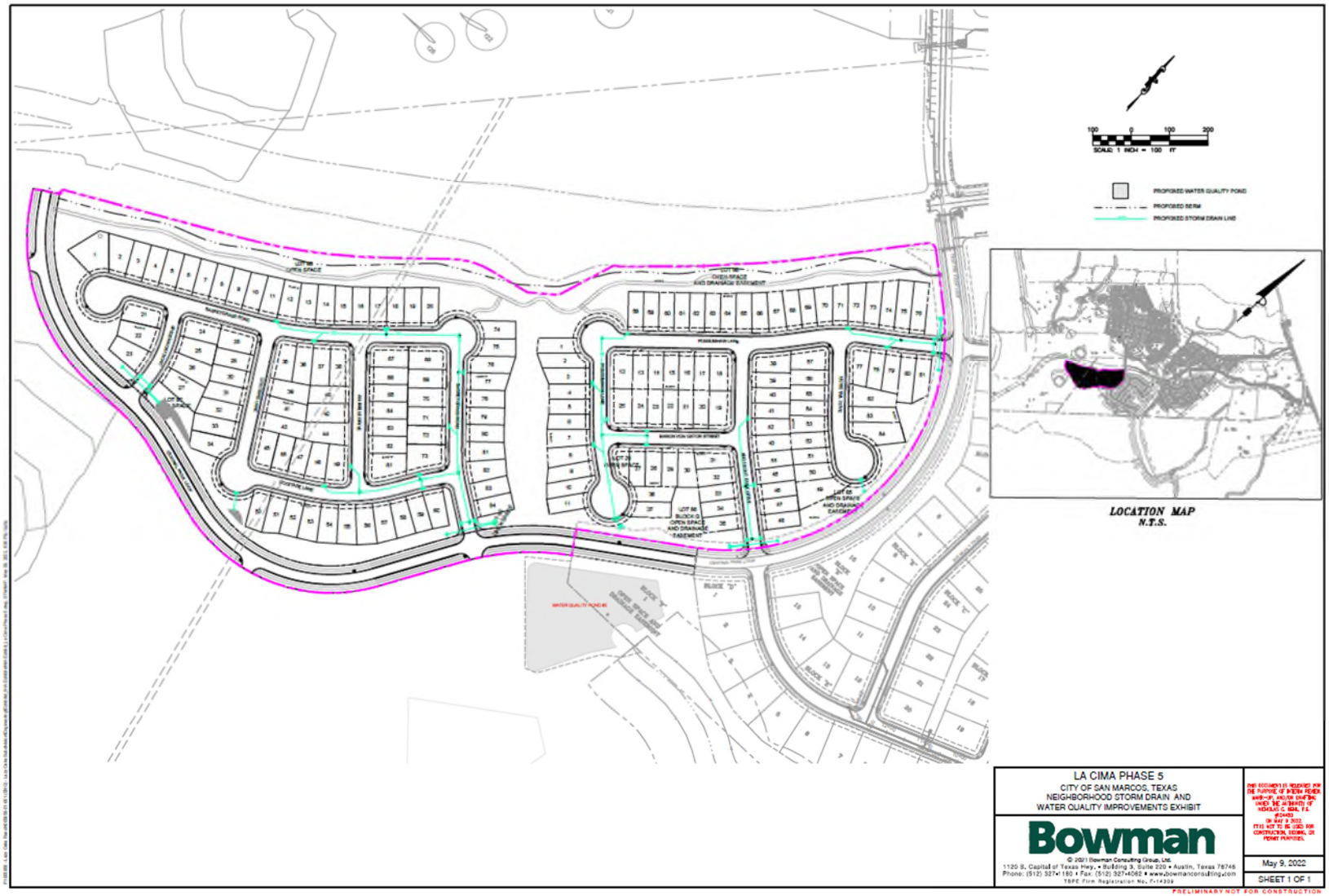

SCALE: 1 INCH = 100 FT
PROPOSED WATER QUALITY POND
PROPOSED BERM
PROPOSED STORM DRAIN LINE
LOCATION MAP
N.T.S.
LA CIMA PHASE 5
CITY OF SAN MARCOS, TEXAS
NEIGHBORHOOD STORM DRAIN AND
WATER QUALITY IMPROVEMENTS EXHIBIT
Bowman
May 9, 2022
SHEET 1 OF 1
PRELIMINARY NOT FOR CONSTRUCTION

EXHIBIT R – MAJOR IMPROVEMENT AREA MAP

EXHIBIT S – MAJOR IMPROVEMENT AREA LEGAL DESCRIPTION

Legal Descriptions for Parcels within PID

TRACT "A": 649.592 ACRES
649.592 ACRES OF LAND SITUATED IN THE JOHN WILLIAMS SURVEY, ABSTRACT NO. 490, THE LYDIA GLASGOW SURVEY NO. 14, ABSTRACT NO. 188, AND THE JOHN MAXIMILIAN, JR. SRUVEY NO. 15, ABSTRACT NO. 299, ALL OF HAYS COUNTY, TEXAS; SAID 649.592 ACRES DESCRIBED IN THE CORRECTION SPECIAL WARRANTY DEED WITH VENDOR'S LIEN FROM FROST BANK (FORMERLY KNOWN AS FROST NATIONAL BANK), TRUSTEE OF THE FREEMAN EDUCATIONAL FOUNDATION CREATED UNDER THE WILL OF JOSEPH FREEMAN, DECEASED, TO LAZY OAKS RANCH, LP, OF RECORD IN VOLUME 4877, PAGE 632, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS.

TRACT "B": 1388.17 ACRES
1388.17 ACRES OF LAND SITUATED IN THE WILLIAM SMITHSON SURVEY, ABSTRACT NO. 419 AND THE JOHN WILLIAMS SURVEY, ABSTRACT NO. 490, BOTH OF HAYS COUNTY, TEXAS; SAID 1388.17 ACRES DESCRIBED AS "TRACT ONE" IN THE SPECIAL WARRANTY DEED WITH VENDOR'S LIEN FROM BAT PARTNERS, LTD. TO LAZY OAKS RANCH, L.P., OF RECORD IN VOLUME 3772, PAGE 231, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS.

TRACT "C": 8.73 ACRES
8.73 ACRES OF LAND SITUATED IN THE JOHN WILLIAMS SURVEY, ABSTRACT NO. 490 AND THE JOHN MAXIMILIAN, JR. SURVEY NO. 15, ABSTRACT NO. 299, BOTH OF HAYS COUNTY, TEXAS; SAID 8.73 ACRES DESCRIBED AS "TRACT TWO" IN THE SPECIAL WARRANTY DEED WITH VENDOR'S LIEN FROM BAT PARTNERS, LTD. TO LAZY OAKS RANCH, L.P., OF RECORD IN VOLUME 3772, PAGE 231, OFFICIAL PUBLIC RECORDS OFHAYS COUNTY, TEXAS.

TRACT "D" 23.823 ACRES
AS DESCRIBED ON EXHIBIT A-1 ATTACHED HERETO.

SAVE AND EXCEPT THE PROPERTY DESCRIBED ON EXHIBIT B AND C.

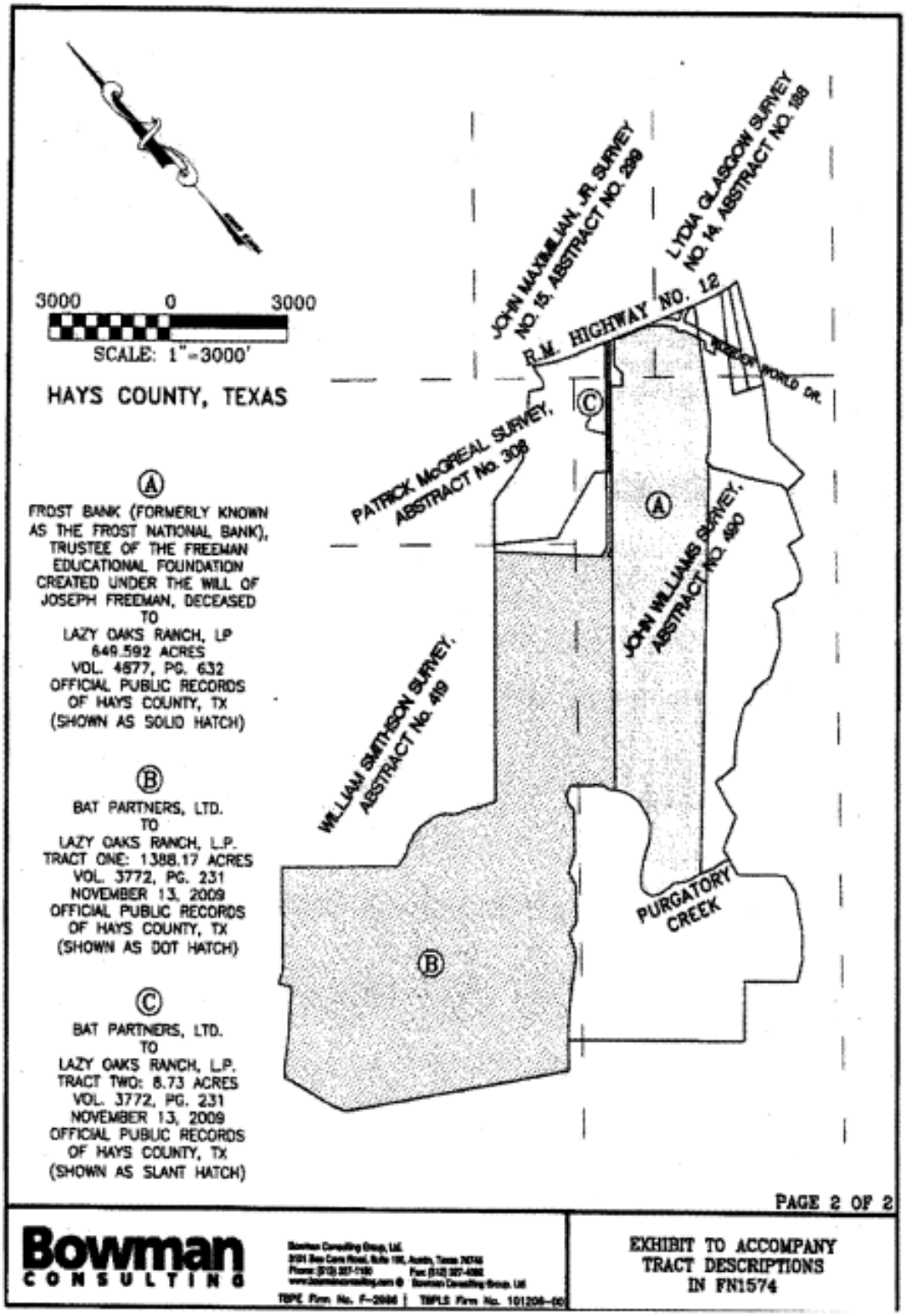

3000 0 3000
SCALE: 1"=3000'
HAYS COUNTY, TEXAS
Ⓐ
FROST BANK (FORMERLY KNOWN AS THE FROST NATIONAL BANK), TRUSTEE OF THE FREEMAN EDUCATIONAL FOUNDATION CREATED UNDER THE WILL OF JOSEPH FREEMAN, DECEASED
TO
LAZY OAKS RANCH, LP
649.592 ACRES
VOL. 4877, PG. 632
OFFICIAL PUBLIC RECORDS
OF HAYS COUNTY, TX
(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 GLASGOW 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-490
Patrick McGreal Survey, A-308
William Smithson Survey, A-419
Hays County, Texas

Job No. 5956-01-003
FN1868(dw)
Page 1 of 3

FIELD NOTES DESCRIPTION

DESCRIPTION OF 23.823 ACRES OF LAND SITUATED IN THE JOHN WILLIAMS SURVEY, ABSTRACT NO. 490, THE PATRICK McGREAL SURVEY, ABSTRACT NO. 308, AND THE WILLIAM SMITHSON SURVEY, ABSTRACT NO. 419, ALL OF HAYS COUNTY, TEXAS; BEING A PORTION OF THAT CALLED 48.29 ACRE TRACT DESCRIBED AS "TRACT 1" IN THE SPECIAL WARRANTY DEED FROM MARY THEDFORD, INDEPENDENT EXECUTRIX OF THE ESTATE OF VELMA ROBINSON, DECEASED, TO SAN MARCOS BAPTIST ACADEMY FOUNDATION, INC., OF RECORD IN VOLUME 3013, PAGE 82, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS; SAID 23.823 ACRES AS SURVEYED BY BOWMAN CONSULTING GROUP, LTD., BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2 inch iron rod with plastic cap stamped "Byrn" found being the northeast corner of said 48.29 acre tract, same being the southwest corner of that called 5.73 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 1871, 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 5.73 acre tract and said 1388.17 acre tract, same being an angle point on the west line of the remainder of that called 559.9 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°30'59" E, a distance of 124.97 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 2170.69 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

23.823 Acres
John Williams Survey, A-490
Patrick McGreal Survey, A-308
William Smithson Survey, A-419
Hays County, Texas

Job No. 5958-01-003
FN1568(clw)
Page 2 of 3

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

STATE OF TEXAS
REGISTERED
CARA L. WILLIAMS
6338
PROFESSIONAL
LAND SURVEYOR

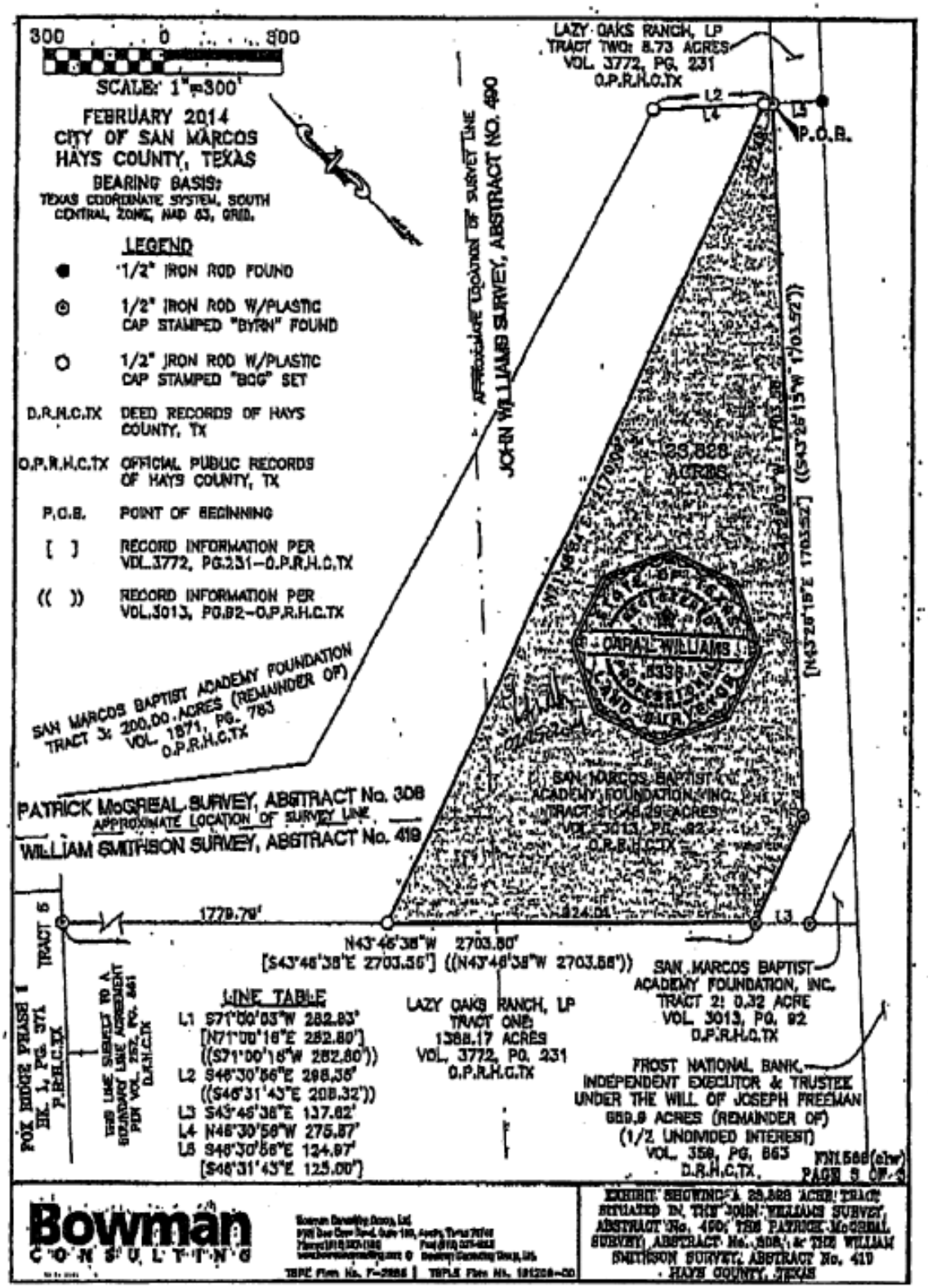

300 0 300
SCALE: 1"=300'
FEBRUARY 2014
CITY OF SAN MARCOS
HAYS COUNTY, TEXAS
BEARING BASIS:
TEXAS COORDINATE SYSTEM, SOUTH CENTRAL, ZONE, NAD 83, GRID.
LEGEND
1/2" IRON ROD FOUND
1/2" IRON ROD W/PLASTIC CAP STAMPED "BYRN" FOUND
1/2" IRON ROD W/PLASTIC CAP STAMPED "BCG" SET
D.R.H.C.TX DEED RECORDS OF 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.92–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.
APPROXIMATE LOCATION OF SURVEY LINE
JOHN WILLIAMS SURVEY, ABSTRACT NO. 490
23.828 ACRES
[N43°26'15"E 1703.52']
((S43°26'15"W 1703.52'))
SAN MARCOS BAPTIST ACADEMY FOUNDATION
TRACT 3: 200.00 ACRES (REMAINDER OF)
VOL. 1871, PG. 763
O.P.R.H.C.TX
PATRICK McGREAL SURVEY, ABSTRACT No. 308
APPROXIMATE LOCATION OF SURVEY LINE
WILLIAM SMITHSON SURVEY, ABSTRACT No. 419
SAN MARCOS BAPTIST ACADEMY FOUNDATION, INC.
TRACT 1: 0.48.29 ACRES
VOL. 3013, PG. 92
O.P.R.H.C.TX
TRACT 6
1779.79'
824.04'
L3
N43°46'38"W 2703.80'
[S43°46'38"E 2703.56'] ((N43°46'38"W 2703.56'))
SAN MARCOS BAPTIST ACADEMY FOUNDATION, INC.
TRACT 2: 0.32 ACRE
VOL. 3013, PG. 92
O.P.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
FROST NATIONAL BANK, INDEPENDENT EXECUTOR & TRUSTEE UNDER THE WILL OF JOSEPH FREEMAN
669.9 ACRES (REMAINDER OF)
(1/2 UNDIVIDED INTEREST)
VOL. 350, PG. 863
D.R.H.C.TX.
FOX HOUSE PHASE 1
EX. 1, PG. 371
P.R.H.C.TX
THIS LINE SUBJECT TO A BOUNDARY LINE AGREEMENT FOR VOL. 252, PG. 841 D.R.H.C.TX
PAGE 5 OF 5
Bowman
CONSULTING
TBPE Firm No. F-2986 | TBPLS Firm No. 10128800
EXHIBIT SHOWING A 23.828 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 1287.88 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 1129.48 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.

23.823 Acres
William Smithson Survey, A-419
Hays County, Texas

Job No. 5958-01-003
FN1571(clw)
Page 2 of 3

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

STATE OF TEXAS
REGISTERED
CARA L. WILLIAMS
6336
PROFESSIONAL
LAND SURVEYOR

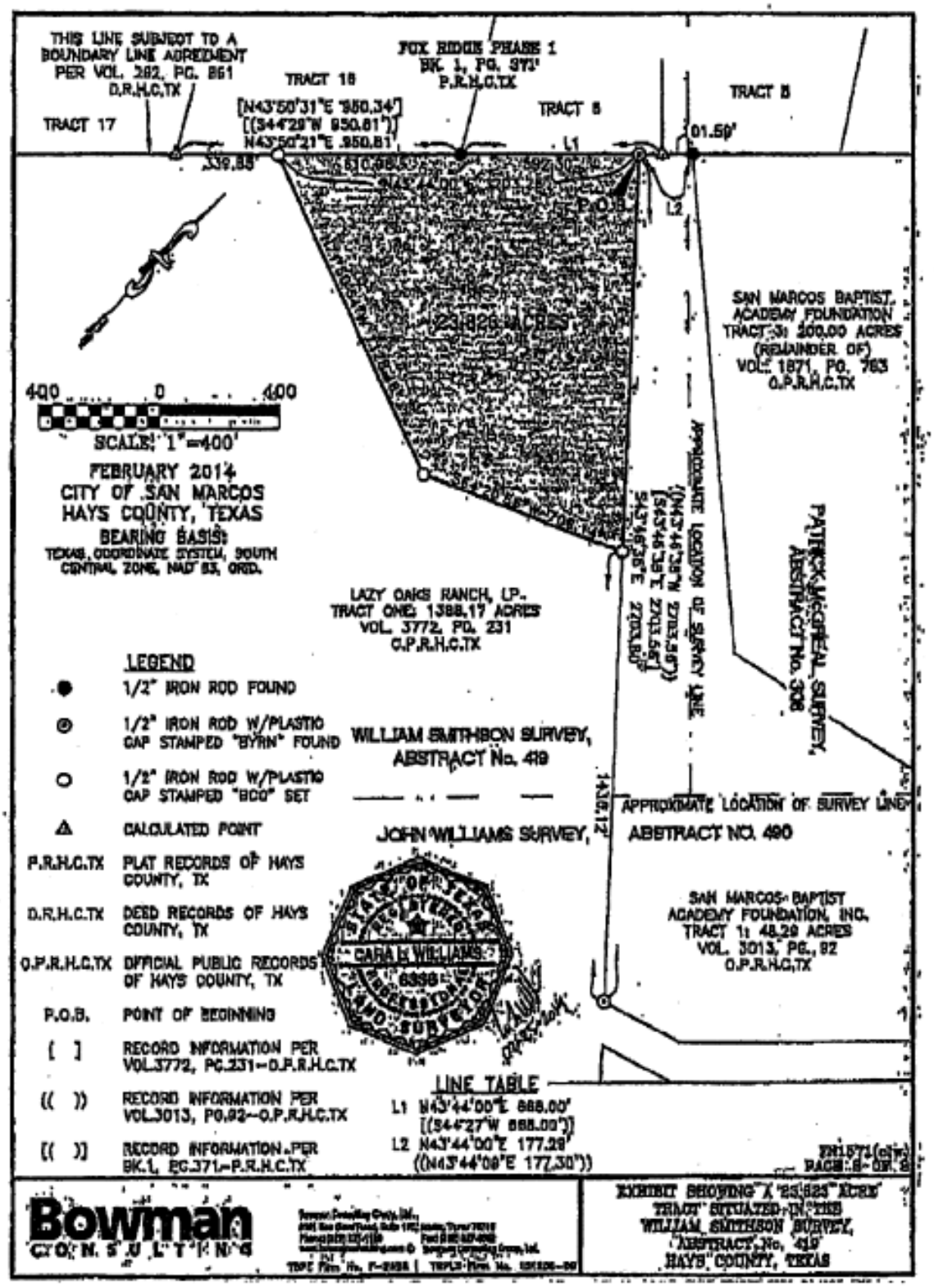

THIS LINE SUBJECT TO A BOUNDARY LINE AGREEMENT PER VOL. 282, PG. 861 D.R.H.C.TX
TRACT 17
TRACT 18
FOX RIDGE PHASE 1 BK. 1, PG. 371 P.R.H.C.TX
TRACT 6
TRACT 5
[N43°50'31"E 950.34']
[(S44°29"W 950.81')]
N43°50'21"E 950.81'
339.85'
01.59'
L1
L2
P.O.B.
23.826 ACRES
SAN MARCOS BAPTIST ACADEMY FOUNDATION TRACT 3: 200.00 ACRES (REMAINDER OF) VOL. 1871, PG. 763 O.P.R.H.C.TX
400 0 400
SCALE: 1"=400'
FEBRUARY 2014
CITY OF SAN MARCOS
HAYS COUNTY, TEXAS
BEARING BASIS:
TEXAS, COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NAD 83, GRID.
LAZY OAKS RANCH, LP. TRACT ONE: 1388.17 ACRES VOL. 3772, PG. 231 O.P.R.H.C.TX
APPROXIMATE LOCATION OF SURVEY LINE
PATRICK MCGEAN SURVEY, ABSTRACT No. 308
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
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
CARA H. WILLIAMS
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 "A" 23.826 ACRE 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. 5966-01-003
FN1598(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 783, 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 193.15 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 report 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 4284, 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 65.67 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°08'29" 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 Frost 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:

2.467 Acres
John Maximilian, Jr. Survey No. 15, A-299
John Williams Survey, A-490
Hays County, Texas

Job No. 5959-01-003
FN1586(clw)
Page 2 of 3

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 "Byrn" 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 "Byrn" 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
COUNTY OF TRAVIS
} KNOW ALL MEN BY THESE PRESENTS

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. 6336 – State of Texas

STATE OF TEXAS
REGISTERED
CARA L. WILLIAMS
6336
PROFESSIONAL
LAND SURVEYOR

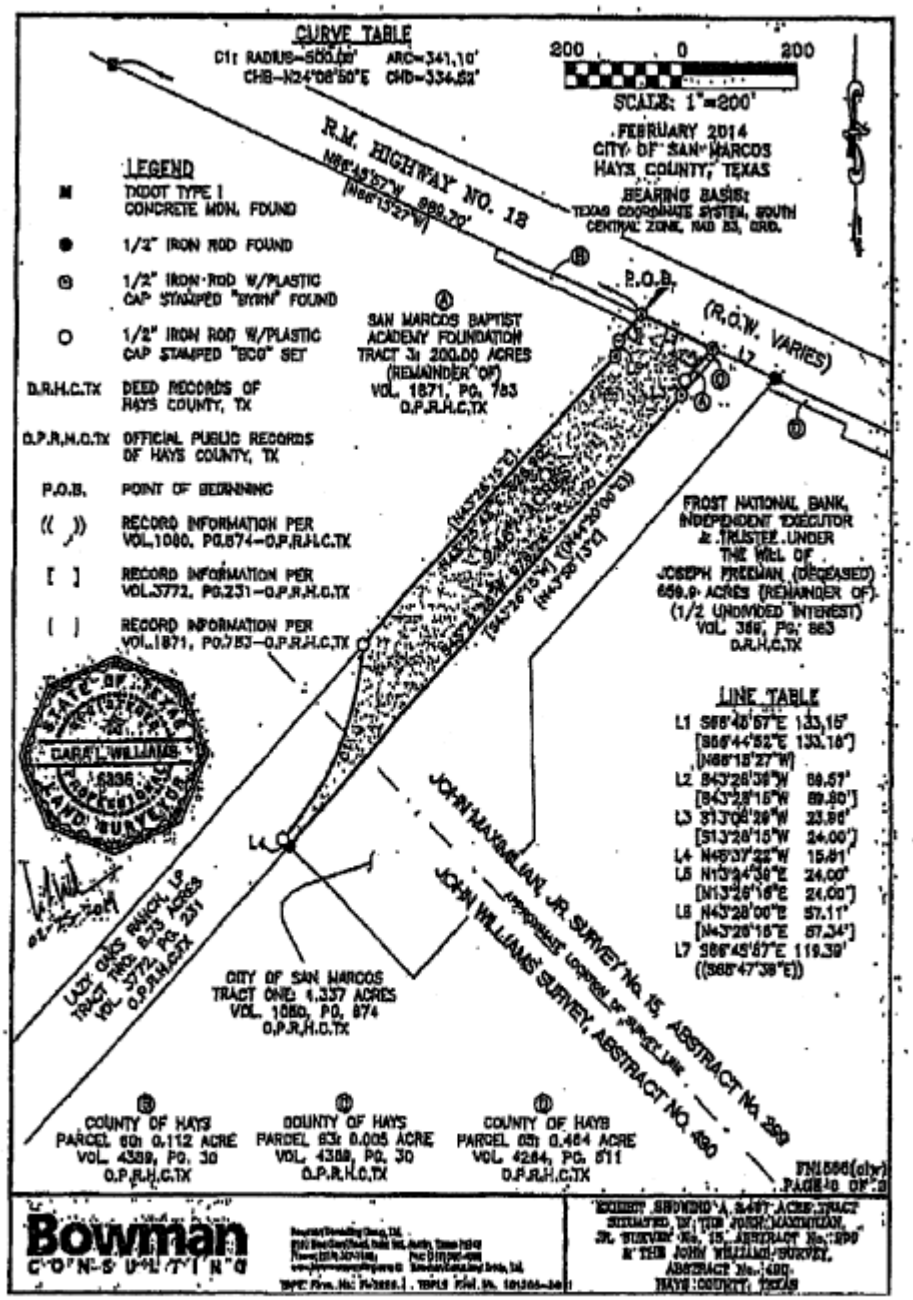

CURVE TABLE
C1: RADIUS=500.00' ARC=341.10'
CHB=N24°08'50"E CHD=334.62'
200 0 200
SCALE: 1"=200'
FEBRUARY 2014
CITY OF SAN MARCOS
HAYS COUNTY, TEXAS
BEARING BASIS:
TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NAD 83, GRID.
LEGEND
TXDOT TYPE I CONCRETE MON. FOUND
1/2" IRON ROD FOUND
1/2" IRON ROD W/PLASTIC 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.753-O.P.R.H.C.TX
R.M. HIGHWAY NO. 12
N86°45'57"W 869.70'
[N86°13'27"W]
SAN MARCOS BAPTIST ACADEMY FOUNDATION TRACT 3: 200.00 ACRES (REMAINDER OF) VOL. 1871, PG. 753 O.P.R.H.C.TX
P.O.B.
(R.O.W. VARIES)
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 D.R.H.C.TX
LINE TABLE
L1 S66°46'57"E 133.15'
[S66°44'52"E 133.16']
[N66°15'27"W]
L2 S43°28'38"W 89.57'
[S43°28'15"W 89.80']
L3 S13°06'29"W 23.96'
[S13°28'15"W 24.00']
L4 N46°37'22"W 15.81'
L5 N13°24'38"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°47'39"E))
STATE OF TEXAS
REGISTERED
GARRETT WILLIAMS
6336
PROFESSIONAL
LAND SURVEYOR
LADY GINS RANCH, LP TRACT TWO: 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
COUNTY OF HAYS PARCEL 60: 0.112 ACRE VOL. 4389, PG. 30 O.P.R.H.C.TX
COUNTY OF HAYS PARCEL 63: 0.005 ACRE VOL. 4388, PG. 30 O.P.R.H.C.TX
COUNTY OF HAYS PARCEL 65: 0.464 ACRE VOL. 4284, PG. 511 O.P.R.H.C.TX
Bowman
CONSULTING
FN1586(clx)
PAGE 10 OF 2
SHEET SEVENTH A 5.487 ACRE TRACT SITUATED IN THE JOHN MAXIMILIAN, JR. SURVEY No. 15, ABSTRACT No. 290 & THE JOHN WILLIAMS SURVEY, ABSTRACT No. 490, HAYS COUNTY, TEXAS

EXHIBIT T – NEIGHBORHOOD IMPROVEMENT AREA #1 MAP

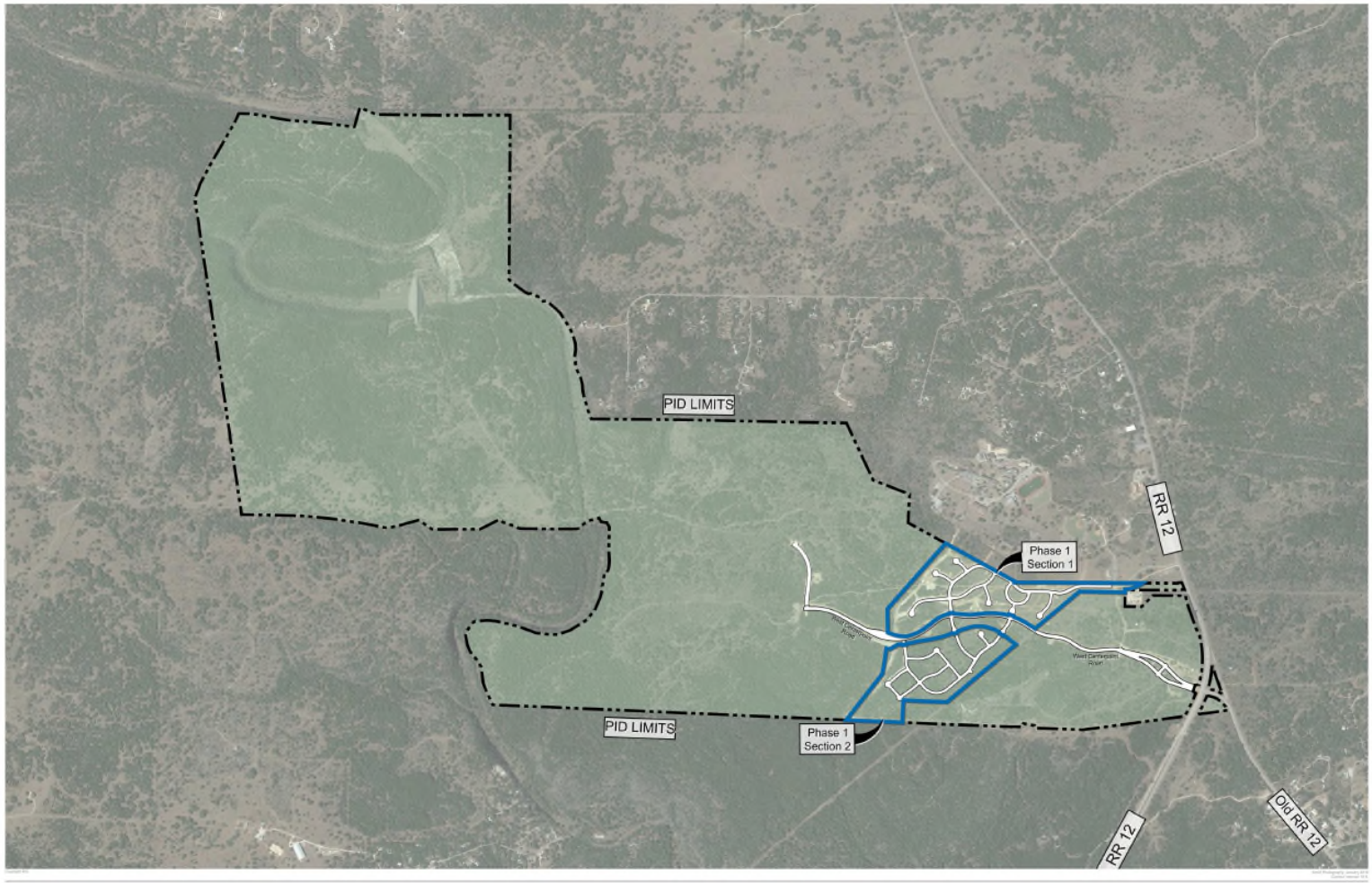


EXHIBIT U-1 – PHASE 1 SECTION 1 LEGAL DESCRIPTION

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 §

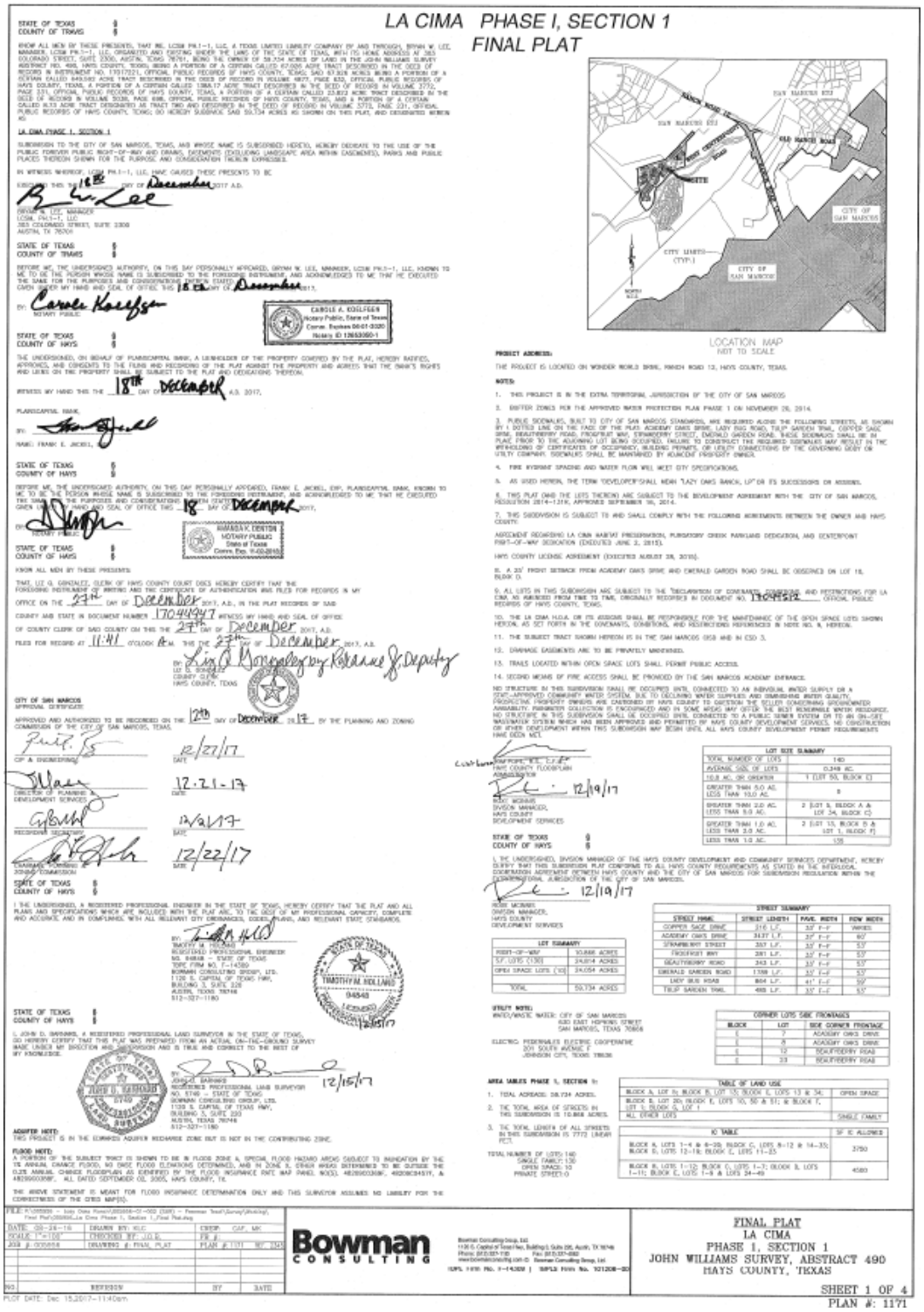
That I, John D. Barnard, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a series of surveys made on the ground during the months of December 2013 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

STATE OF TEXAS §
COUNTY OF TRAVIS §

KNOW ALL MEN BY THESE PRESENTS, THAT WE, LCSM PH.1-1, LLC, A TEXAS LIMITED LIABILITY COMPANY BY AND THROUGH, BRYAN W. LEE, MANAGER, LCSM PH.1-1, LLC, ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF TEXAS, WITH ITS HOME ADDRESS AT 303 COLORADO STREET, SUITE 2300, AUSTIN, TEXAS 78701, BEING THE OWNER OF 58.734 ACRES OF LAND IN THE JOHN WILLIAMS SURVEY, ABSTRACT NO. 490, HAYS COUNTY, TEXAS; BEING A PORTION OF A CERTAIN CALLED 67.005 ACRE TRACT DESCRIBED IN THE DEED OF RECORD IN INSTRUMENT NO. 17017021, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS; SAID 67.005 ACRES BEING A PORTION OF A CERTAIN CALLED 649.593 ACRE TRACT DESCRIBED IN THE DEED OF RECORD IN VOLUME 4877, PAGE 632, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, A PORTION OF A CERTAIN CALLED 138.417 ACRE TRACT DESCRIBED IN THE DEED OF RECORD IN VOLUME 2772, PAGE 331, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, A PORTION OF A CERTAIN CALLED 23.812 ACRE TRACT DESCRIBED IN THE DEED OF RECORD IN VOLUME 3030, PAGE 498, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, AND A PORTION OF A CERTAIN CALLED 41.113 ACRE TRACT DESIGNATED AS TRACT TWO AND DESCRIBED IN THE DEED OF RECORD IN VOLUME 2772, PAGE 331, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS; DO HEREBY SUBDIVIDE SAID 58.734 ACRES AS SHOWN ON THIS PLAT, AND DESIGNATED HEREIN AS:

LA CIMA PHASE 1, SECTION 1

SUBDIVISION TO THE CITY OF SAN MARCOS, TEXAS, AND WHOSE NAME IS SUBSCRIBED HERETO, HEREBY DEDICATE TO THE USE OF THE PUBLIC FOREVER PUBLIC RIGHT-OF-WAY AND DRAINS, EASEMENTS (EXCLUDING LANDSCAPE AREA WITHIN EASEMENTS), PARKS AND PUBLIC PLACES THEREON SHOWN FOR THE PURPOSE AND CONSIDERATION HEREIN EXPRESSED.

IN WITNESS WHEREOF, LCSM PH.1-1, LLC, HAVE CAUSED THESE PRESENTS TO BE EXECUTED THIS THE 18TH DAY OF December 2017 A.D.

BRYAN W. LEE, MANAGER
LCSM, PH.1-1, LLC
303 COLORADO STREET, SUITE 2300
AUSTIN, TX 78701

STATE OF TEXAS §
COUNTY OF TRAVIS §

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED, BRYAN W. LEE, MANAGER, LCSM PH.1-1, LLC, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGES TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN STATED, AND IN THE CAPACITY THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 18TH DAY OF December 2017.

BY: Carole Koelfgen
NOTARY PUBLIC

CAROLE A. KOELFGEN
Notary Public, State of Texas
Comm. Expires 06-01-2020
Notary ID 126530060-1

STATE OF TEXAS §
COUNTY OF HAYS §

THE UNDERSIGNED, ON BEHALF OF PLANDISCAPITAL BANK, A LIENHOLDER OF THE PROPERTY CONVEYED BY THE PLAT, HEREBY RATIFIES, APPROVES, AND CONSENTS TO THE FILING AND RECORDING OF THE PLAT AGAINST THE PROPERTY AND AGREES THAT THE OWNER'S RIGHTS AND LIENS ON THE PROPERTY SHALL BE SUBJECT TO THE PLAT AND DEDICATIONS THEREON.

WITNESS MY HAND THIS THE 18TH DAY OF DECEMBER A.D. 2017.

PLANDISCAPITAL BANK.

BY:

NAME: FRANK E. JACKELL

STATE OF TEXAS §
COUNTY OF HAYS §

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED, FRANK E. JACKELL, EVP, PLANDISCAPITAL BANK, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGES TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN STATED, AND IN THE CAPACITY THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 18 DAY OF DECEMBER 2017.

BY:
NOTARY PUBLIC

AMANDA K. DENTON
NOTARY PUBLIC
State of Texas
Comm. Exp. 11-02-2019

STATE OF TEXAS §
COUNTY OF HAYS §

KNOW ALL MEN BY THESE PRESENTS:

THAT, LIZ Q. GONZALEZ, CLERK OF HAYS COUNTY COURT DOES HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING AND THE CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORDS IN MY OFFICE ON THE 27TH DAY OF DECEMBER 2017, A.D., IN THE PLAT RECORDS OF SAID COUNTY AND STATE IN DOCUMENT NUMBER 17044937 WITNESS MY HAND AND SEAL OF OFFICE OF COUNTY CLERK OF SAID COUNTY ON THIS THE 27TH DAY OF DECEMBER 2017, A.D.

FILED FOR RECORD AT 11:41 O'CLOCK A.M. THIS THE 27TH DAY OF DECEMBER 2017, A.D.

BY: Liz Q. Gonzalez by Katarina J. Deputy
LIZ Q. GONZALEZ
COUNTY CLERK
HAYS COUNTY, TEXAS

CITY OF SAN MARCOS
APPROVAL CERTIFICATE

APPROVED AND AUTHORIZED TO BE RECORDED ON THE 12TH DAY OF DECEMBER, 2017, BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF SAN MARCOS, TEXAS.

CIP & ENGINEERING — DATE 12/27/17

DIRECTOR OF PLANNING & DEVELOPMENT SERVICES — DATE 12-21-17

RECORDING SECRETARY — DATE 12/21/17

CHAIRMAN, PLANNING AND ZONING COMMISSION — DATE 12/22/17

STATE OF TEXAS §
COUNTY OF HAYS §

I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THE PLAT AND ALL PLANS AND SPECIFICATIONS WHICH ARE INCLUDED WITH THE PLAT ARE, TO THE BEST OF MY PROFESSIONAL CAPACITY, COMPLETE AND ACCURATE AND IN COMPLIANCE WITH ALL RELEVANT CITY ORDINANCES, CODES, PLANS, AND RELEVANT STATE STANDARDS.

BY:
TIMOTHY M. HOGANS
REGISTERED PROFESSIONAL ENGINEER
NO. 94848 – STATE OF TEXAS
TBPE FIRM NO. F-14580
BOWMAN CONSULTING GROUP, LTD.
1120 S. CAPITAL OF TEXAS HWY.
BUILDING 3, SUITE 220
AUSTIN, TEXAS 78746
512-327-1180

STATE OF TEXAS §
COUNTY OF HAYS §

I, JOHN D. BARNARD, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT WAS PREPARED FROM AN ACTUAL ON-THE-GROUND SURVEY MADE UNDER MY DIRECTION AND SUPERVISION AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

BY: 12/15/17
JOHN D. BARNARD
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 5746 – STATE OF TEXAS
BOWMAN CONSULTING GROUP, LTD.
1120 S. CAPITAL OF TEXAS HWY.
BUILDING 3, SUITE 220
AUSTIN, TEXAS 78746
512-327-1180

AQUIFER NOTE:
THIS PROJECT IS IN THE EDWARDS AQUIFER RECHARGE ZONE BUT IS NOT IN THE CONTRIBUTING ZONE.

FLOOD NOTE:
A PORTION OF THE SUBJECT TRACT IS SHOWN TO BE IN FLOOD ZONE A, SPECIAL FLOOD HAZARD AREAS SUBJECT TO INUNDATION BY THE 1% ANNUAL CHANCE FLOOD, NO BASE FLOOD ELEVATIONS DETERMINED, AND IN ZONE X, OTHER AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN AS IDENTIFIED BY THE FLOOD INSURANCE RATE MAP PANEL 90(3), 48209C0340F, 48209C0345H, & 48209C0360F, ALL DATED SEPTEMBER 02, 2005, HAYS COUNTY, TX.

THE ABOVE STATEMENT IS MEANT FOR FLOOD INSURANCE DETERMINATION ONLY AND THIS SURVEYOR ASSUMES NO LIABILITY FOR THE CORRECTNESS OF THE DFIRM MAP(S).

LOCATION MAP
NOT TO SCALE

PROJECT ADDRESS:

THE PROJECT IS LOCATED ON WONDER WORLD DRIVE, RANCH ROAD 12, HAYS COUNTY, TEXAS.

NOTES:

1. THIS PROJECT IS IN THE EXTRA TERRITORIAL JURISDICTION OF THE CITY OF SAN MARCOS
2. BUFFER ZONES FOR THE APPROVED WATER PROTECTION PLAN PHASE 1 ON NOVEMBER 26, 2014.
3. PUBLIC SIDEWALKS, BUILT TO CITY OF SAN MARCOS STANDARDS, ARE REQUIRED ALONG THE FOLLOWING STREETS, AS SHOWN BY A DOTTED LINE ON THE FACE OF THE PLAT: ACADEMY OAKS DRIVE, LADY BUG ROAD, TULIP GARDEN TRAIL, COPPER SAGE DRIVE, BEAUTYBERRY ROAD, PROSPERITY WAY, STRAWBERRY STREET, EMERALD GARDEN ROAD. THESE SIDEWALKS SHALL BE IN PLACE PRIOR TO THE ADJOINING LOT BEING OCCUPIED. FAILURE TO CONSTRUCT THE REQUIRED SIDEWALKS MAY RESULT IN THE WITHHOLDING OF CERTIFICATES OF OCCUPANCY, BUILDING PERMITS, OR UTILITY CONNECTIONS BY THE GOVERNING BODY OR UTILITY COMPANY. SIDEWALKS SHALL BE MAINTAINED BY ADJACENT PROPERTY OWNER.
4. FIRE HYDRANT SPACING AND WATER FLOW WILL MEET CITY SPECIFICATIONS.
5. AS USED HEREIN, THE TERM "DEVELOPER" SHALL MEAN "LAZY OAKS RANCH, LP" OR ITS SUCCESSORS OR ASSIGNS.
6. THIS PLAT OMIT THE LOTS THEREON ARE SUBJECT TO THE DEVELOPMENT AGREEMENT WITH THE CITY OF SAN MARCOS, RESOLUTION 2014-1216, APPROVED SEPTEMBER 16, 2014.
7. THIS SUBDIVISION IS SUBJECT TO AND SHALL COMPLY WITH THE FOLLOWING AGREEMENTS BETWEEN THE OWNER AND HAYS COUNTY:

AGREEMENT REGARDING LA CIMA HABITAT PRESERVATION, PURGATORY CREEK PARKLAND DEDICATION, AND CENTERPOINT RIGHT-OF-WAY DEDICATION (EXECUTED JUNE 2, 2015).

HAYS COUNTY LICENSE AGREEMENT (EXECUTED AUGUST 28, 2015).

8. A 20' FRONT SETBACK FROM ACADEMY OAKS DRIVE AND EMERALD GARDEN ROAD SHALL BE OBSERVED ON LOT 18, BLOCK D.
9. ALL LOTS IN THIS SUBDIVISION ARE SUBJECT TO THE "DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR LA CIMA AS AMENDED FROM TIME TO TIME, ORIGINALLY RECORDED IN DOCUMENT NO. 17044932 OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS.
10. THE LA CIMA H.O.A. OR ITS ASSIGNS SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE OPEN SPACE LOTS SHOWN HEREON, AS SET FORTH IN THE COVENANTS, CONDITIONS, AND RESTRICTIONS REFERENCED & NOTE NO. 9, HEREON.
11. THE SUBJECT TRACT SHOWN HEREON IS IN THE SAN MARCOS CISD AND ISD 3.
12. DRAINAGE EASEMENTS ARE TO BE PRIVATELY MAINTAINED.
13. TRAILS LOCATED WITHIN OPEN SPACE LOTS SHALL PERMIT PUBLIC ACCESS.
14. SECOND MEANS OF FIRE ACCESS SHALL BE PROVIDED BY THE SAN MARCOS ACADEMY ENTRANCE.

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 GROUNDWATER AVAILABILITY. PARAMETER 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.

HAYS COUNTY FLOODPLAIN ADMINISTRATOR — 12/19/17

BRIAN MCBRIDE
DIVISION MANAGER,
HAYS COUNTY
DEVELOPMENT SERVICES — 12/19/17

STATE OF TEXAS §
COUNTY OF HAYS §

I, THE UNDERSIGNED, DIVISION MANAGER OF THE HAYS COUNTY DEVELOPMENT AND COMMUNITY SERVICES DEPARTMENT, HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ALL HAYS COUNTY REQUIREMENTS, AS STATED IN THE INTERLOCAL COOPERATION AGREEMENT BETWEEN HAYS COUNTY AND THE CITY OF SAN MARCOS FOR SUBDIVISION REGULATION WITHIN THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF SAN MARCOS.

BRIAN MCBRIDE
DIVISION MANAGER,
HAYS COUNTY
DEVELOPMENT SERVICES — 12/19/17

LOT SIZE SUMMARY	
TOTAL NUMBER OF LOTS	140
AVERAGE SIZE OF LOTS	0.348 AC.
10.0 AC. OR GREATER	1 (LOT 50, BLOCK C)
GREATER THAN 5.0 AC. LESS THAN 10.0 AC.	0
GREATER THAN 2.0 AC. LESS THAN 5.0 AC.	2 (LOT 5, BLOCK A & LOT 24, BLOCK C)
GREATER THAN 1.0 AC. LESS THAN 2.0 AC.	2 (LOT 13, BLOCK B & LOT 1, BLOCK F)
LESS THAN 1.0 AC.	135

STREET SUMMARY			
STREET NAME	STREET LENGTH	PAVE. WIDTH	ROW WIDTH
COPPER SAGE DRIVE	216 L.F.	32' F-F	VARIES
ACADEMY OAKS DRIVE	3437 L.F.	37' F-F	60'
STRAWBERRY STREET	353 L.F.	37' F-F	53'
PROSPERITY WAY	281 L.F.	37' F-F	53'
BEAUTYBERRY ROAD	243 L.F.	37' F-F	53'
EMERALD GARDEN ROAD	1398 L.F.	37' F-F	53'
LADY BUG ROAD	864 L.F.	41' F-F	59'
TULIP GARDEN TRAIL	488 L.F.	37' F-F	53'

LOT SUMMARY		
RIGHT-OF-WAY	VOLUME ACRES	
S.F. LOTS (140)	34.814 ACRES	
OPEN SPACE LOTS (10)	24.054 ACRES	
TOTAL	58.734 ACRES	

UTILITY NOTE:
WATER/WASTE WATER: CITY OF SAN MARCOS
630 EAST HOPKINS STREET
SAN MARCOS, TEXAS 78666

ELECTRIC: PEDERNALES ELECTRIC COOPERATIVE
201 SOUTH AVENUE F
JOHNSON CITY, TEXAS 78636

CORNER LOTS SIDE FRONTAGES		
BLOCK	LOT	SIDE CORNER FRONTAGE
C	7	ACADEMY OAKS DRIVE
C	8	ACADEMY OAKS DRIVE
C	12	BEAUTYBERRY ROAD
C	33	BEAUTYBERRY ROAD

AREA TABLES PHASE 1, SECTION 1:

1. TOTAL ACREAGE: 58.734 ACRES.
2. THE TOTAL AREA OF STREETS IN THIS SUBDIVISION IS 10.868 ACRES.
3. THE TOTAL LENGTH OF ALL STREETS IN THIS SUBDIVISION IS 7772 LINEAR FEET.

TOTAL NUMBER OF LOTS: 140
SINGLE FAMILY: 130
OPEN SPACE: 10
PRIVATE STREETS: 0

TABLE OF LAND USE	
BLOCK A, LOT 5; BLOCK B, LOT 13; BLOCK C, LOTS 13 & 34; BLOCK D, LOT 20; BLOCK E, LOTS 10, 50 & 51; & BLOCK F, LOT 1; BLOCK G, LOT 1	OPEN SPACE
ALL OTHER LOTS	SINGLE FAMILY

IC TABLE	SF IC ALLOWED
BLOCK A, LOTS 1-4 & 6-20; BLOCK C, LOTS 8-12 & 14-33; BLOCK D, LOTS 12-19; BLOCK E, LOTS 11-25	2750
BLOCK B, LOTS 1-12; BLOCK C, LOTS 1-7; BLOCK D, LOTS 1-11; BLOCK E, LOTS 1-9 & LOTS 34-49	4580

NO.	REVISION	BY	DATE

PLOT DATE: Dec 15,2017-11:40am

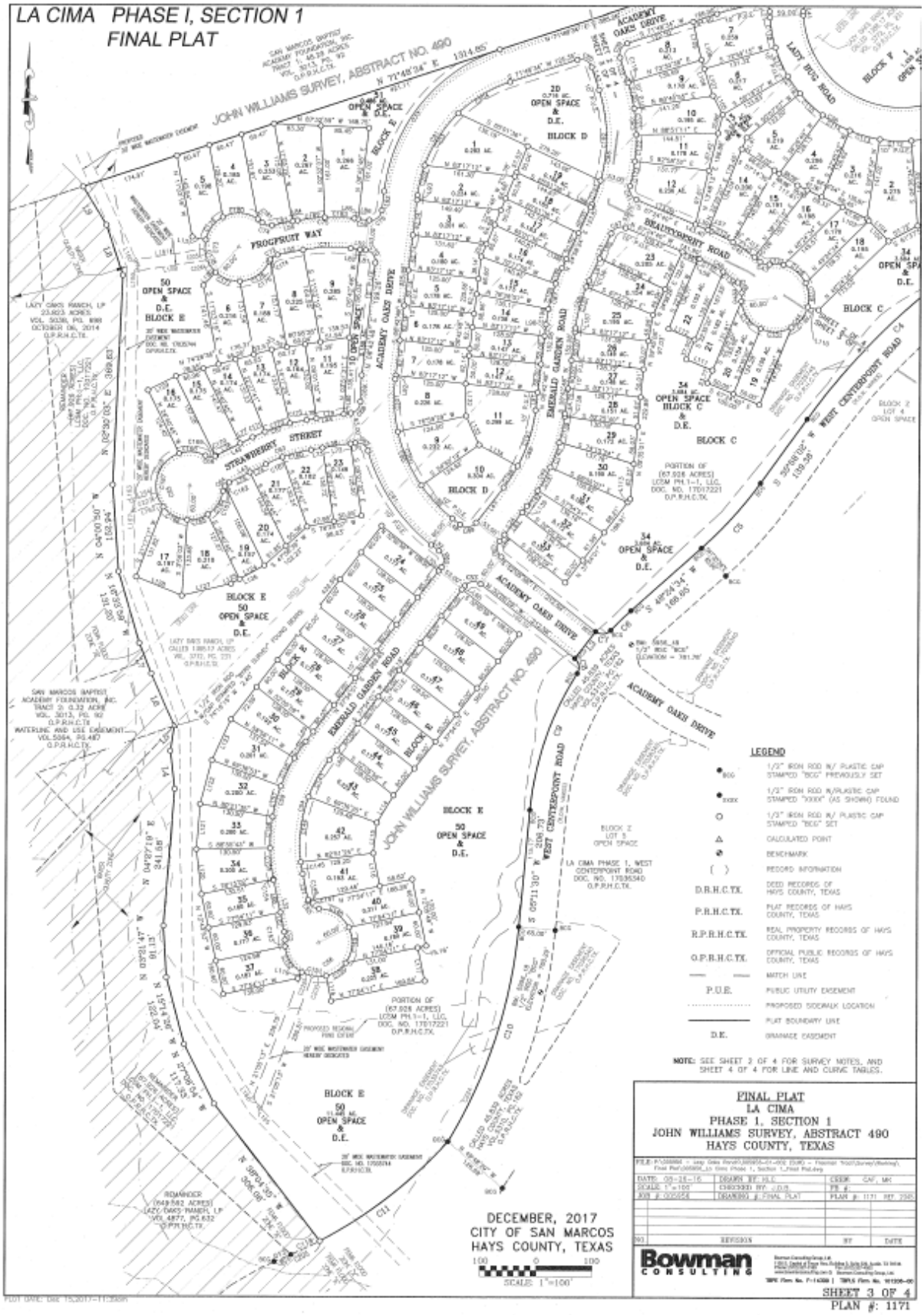
Bowman CONSULTING

Bowman Consulting Group, Ltd.
1120 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-14580 | TBPLS FIRM No. 10120800

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-GPUS
BM 5956-18: 1/2" IRSC "BCG" ELEVATION = 760.29 FEET.
BM 5956-49: 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
WEST CENTERPOINT ROAD
BEAUTYBERRY ROAD
JOHN WILLIAMS SURVEY, ABSTRACT NO. 490
BLOCK A
BLOCK B
BLOCK C
BLOCK F
OPEN SPACE & D.E.
REMAINDER (549.592 ACRES) LAZY OAKS RANCH, LP VOL.4877, PG.632 O.P.R.H.C.TX.
REMAINDER OF (87.926 ACRES) LCSM PH.I-1, LLC, DOC. NO. 17017221 O.P.R.H.C.TX.
PORTION OF (87.926 ACRES) LCSM PH.I-1, LLC, DOC. NO. 17017221 O.P.R.H.C.TX.
GALLED 46.639 ACRES HAYS COUNTY, TEXAS VOL.5310, PG.182 O.P.R.H.C.TX.
LA CIMA PHASE 1, WEST CENTERPOINT AND ACADEMY OAKS DRIVE DOC. NO. 17043040 O.P.R.H.C.TX.
ALUMINUM DISK IN CONCRETE - CITY OF SAN MARCOS GPS CONTROL POINT #14
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
TBPE Firm No. F-14309 | TBPLS Firm No. 10106-00
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
PROGFRUIT WAY
STRAWBERRY STREET
EMERALD GARDEN ROAD
BEAUTYBERRY ROAD
LADY BUG ROAD
WEST CENTERPOINT ROAD
BLOCK D
BLOCK C
BLOCK E
BLOCK F
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 2 OF 4 FOR SURVEY NOTES, AND SHEET 4 OF 4 FOR LINE AND CURVE TABLES.
FINAL PLAT
LA CIMA
PHASE 1, SECTION 1
JOHN WILLIAMS SURVEY, ABSTRACT 490
HAYS COUNTY, TEXAS
DECEMBER, 2017
CITY OF SAN MARCOS
HAYS COUNTY, TEXAS
SCALE: 1"=100'
Bowman CONSULTING
SHEET 3 OF 4
PLAN #: 1171

LA CIMA PHASE I, SECTION 1 - FINAL PLAT

LINE TABLE		
LINE #	BEARING	DISTANCE
L1	S 46°35'48" E	135.71'
L2	S 65°11'04" W	88.00'
L3	N 37°56'16" E	60.00'
L4	N 08°48'45" W	67.35'
L5	N 08°42'41" E	44.51'
L6	N 24°00'06" W	121.38'
L7	N 21°49'43" W	37.88'
L8	N 18°33'08" W	83.11'
L9	N 37°49'46" W	70.48'
L10	S 46°38'06" E	22.48'
L11	S 46°36'35" E	17.75'
L12	S 42°33'29" W	352.34'
L13	N 50°11'38" E	58.43'
L14	S 39°42'24" E	71.00'
L15	S 39°42'24" E	71.00'
L16	N 30°20'21" W	10.99'
L17	N 39°45'58" W	3.42'
L18	S 39°45'58" E	2.32'
L19	S 04°54'12" E	18.19'
L20	S 28°20'19" E	11.42'
L21	S 62°45'39" E	6.86'
L22	N 18°11'36" W	42.91'
L23	N 24°58'24" E	91.76'
L24	N 27°34'01" E	10.65'
L25	N 12°05'49" W	45.44'
L26	S 12°05'49" E	60.33'
L27	S 62°30'28" E	17.18'
L28	N 60°58'28" E	79.74'
L29	N 62°19'05" E	73.71'
L30	S 65°19'15" W	73.71'
L31	N 12°05'49" W	46.31'
L32	N 12°05'49" W	83.22'
L33	N 78°58'41" E	46.98'
L34	S 78°58'41" W	46.98'
L35	N 83°17'12" W	36.83'
L36	N 38°40'24" W	6.38'
L37	N 52°35'28" W	17.95'
L38	S 60°58'28" W	79.74'
L39	N 62°24'48" W	24.49'
L40	S 06°42'48" W	33.19'
L41	S 02°45'21" E	6.35'
L42	N 18°11'36" W	43.01'
L43	S 63°19'15" E	73.71'
L44	S 60°58'28" E	79.74'
L45	N 62°19'15" E	73.71'
L46	S 67°24'42" E	20.87'
L47	N 27°34'01" E	70.88'
L48	N 52°35'28" W	18.21'
L49	S 39°42'24" E	10.80'
L50	N 39°42'24" W	58.00'
L51	N 39°42'24" W	11.06'
L52	N 82°13'12" W	28.67'
L53	N 04°54'12" W	5.54'
L54	S 39°42'24" E	64.42'
L55	S 78°58'41" W	46.98'
L56	N 78°58'41" E	46.98'
L57	S 87°24'40" E	5.93'
L58	S 87°24'40" E	3.58'
L59	S 83°17'12" E	36.83'
L60	N 24°58'24" E	49.36'
L61	N 24°58'24" E	43.40'
L62	N 06°42'48" E	33.30'
L63	N 52°54'31" E	58.00'
L64	N 37°54'31" E	14.37'
L65	N 37°54'31" E	7.54'
L66	N 37°54'31" E	21.64'
L67	N 12°05'49" W	24.08'
L68	N 12°05'49" W	38.23'
L69	N 37°54'01" E	21.64'
L70	N 37°54'01" E	8.02'
L71	N 60°58'28" E	8.08'
L72	N 60°58'28" E	30.85'
L73	N 60°58'28" E	30.35'
L74	N 62°19'15" E	31.85'
L75	N 62°19'15" E	40.86'
L76	N 62°19'15" E	48.52'
L77	N 62°19'15" E	24.19'
L78	N 60°58'28" E	17.60'
L79	N 60°58'28" E	68.26'

LINE TABLE		
LINE #	BEARING	DISTANCE
L80	N 60°58'28" E	10.66'
L81	S 65°17'12" E	10.00'
L82	S 83°17'12" E	10.83'
L83	N 78°58'41" E	57.05'
L84	N 78°58'41" E	8.74'
L85	S 83°17'12" E	6.81'
L86	S 82°17'12" E	28.08'
L87	S 42°33'29" W	23.08'
L88	S 42°33'29" W	21.08'
L89	N 24°58'24" E	6.14'
L90	N 06°42'48" E	20.80'
L91	N 06°42'48" E	31.46'
L92	S 06°42'48" W	6.26'
L93	S 06°42'48" W	8.81'
L94	S 21°32'41" E	65.12'
L95	N 13°53'18" E	29.00'
L96	S 24°51'18" E	58.69'
L97	S 46°42'53" E	68.00'
L98	S 04°54'12" E	17.39'
L99	S 24°51'10" E	46.98'
L100	S 46°42'53" E	40.23'
L101	S 64°54'12" E	17.32'
L102	S 46°38'28" E	50.85'
L103	S 46°38'28" E	5.32'
L104	S 44°38'28" E	66.32'
L105	N 27°30'25" W	37.89'
L106	N 85°17'28" W	68.49'
L107	S 18°11'36" E	49.62'
L108	S 18°11'36" E	16.86'
L109	N 12°27'28" W	48.81'
L110	S 74°31'38" E	18.19'
L111	S 67°24'40" E	50.08'
L112	S 67°24'40" E	50.08'
L113	N 37°54'01" E	7.13'
L114	N 37°28'06" E	36.46'
L115	N 06°48'54" E	54.95'
L116	N 12°05'49" W	59.90'
L117	N 12°05'49" W	60.80'
L118	S 12°05'49" E	44.81'
L119	S 32°40'18" W	12.84'
L120	N 06°25'21" W	78.71'
L121	S 04°17'54" E	78.71'
L122	S 14°50'46" E	78.71'
L123	S 24°50'45" E	78.80'
L124	S 07°01'49" W	50.04'
L125	S 07°01'49" W	16.86'
L126	S 07°01'49" W	60.86'
L127	S 76°31'10" W	90.24'
L128	N 87°52'40" W	67.82'
L129	S 63°19'15" W	58.00'
L130	S 42°38'20" W	20.78'
L131	N 77°40'06" W	24.53'
L132	N 00°58'39" W	56.53'
L133	N 24°42'41" W	58.08'
L134	S 61°30'26" E	73.88'
L135	N 37°54'01" E	14.41'
L136	S 24°58'24" E	13.73'
L137	S 24°51'10" E	21.28'
L138	S 24°51'10" E	57.87'
L139	N 46°19'00" E	133.25'
L140	N 47°01'11" E	100.66'
L141	N 39°52'29" E	64.63'
L142	N 39°58'21" E	131.10'
L143	N 40°32'32" E	74.65'
L144	N 38°23'28" E	78.01'
L145	N 48°07'56" E	137.68'
L146	S 61°30'26" E	23.18'
L147	S 06°21'22" W	121.57'
L148	N 82°23'23" W	25.08'
L149	S 86°27'37" E	180.38'
L150	N 37°20'12" E	30.38'
L151	S 18°28'34" E	30.88'
L152	S 77°22'12" W	55.21'
L153	S 46°34'31" E	17.76'
L154	S 42°29'39" W	58.30'
L155	N 42°29'39" E	119.35'
L156	N 47°29'25" E	13.98'
L157	S 61°42'48" W	7.33'
L158	S 61°37'32" W	124.61'
L159	N 28°48'49" E	18.08'
L160	N 24°35'14" W	9.57'
L161	N 81°07'37" E	124.10'
L162	S 73°11'44" W	49.38'
L163	N 82°48'48" E	13.45'
L164	N 13°11'44" E	42.30'
L165	N 45°05'43" W	5.38'
L166	N 32°13'38" W	18.79'
L167	N 01°38'19" W	7.44'

CURVE TABLE				
CURVE #	RADIUS	ARC DISTANCE	CHORD BEARING	CHORD DISTANCE
C1	1255.00'	357.35'	S 88°19'17" W	356.73'
C2	20.00'	30.23'	N 72°55'50" W	27.42'
C3	20.00'	30.34'	S 12°25'07" W	27.58'
C4	1225.00'	457.37'	S 46°36'22" W	454.86'
C5	775.00'	155.27'	S 42°11'18" W	154.96'
C6	534.00'	68.49'	S 45°45'17" W	68.45'
C7	20.00'	29.60'	S 85°30'06" W	26.97'
C8	20.00'	29.50'	S 08°40'41" E	26.95'
C9	534.00'	266.79'	S 18°58'33" W	264.10'
C10	865.00'	401.34'	S 18°11'23" W	398.10'
C11	802.34'	288.41'	S 52°03'33" W	286.86'
C12	225.50'	36.40'	N 38°30'45" W	36.36'
C13	802.34'	32.66'	N 67°48'55" E	32.66'
C14	278.00'	123.31'	N 38°30'53" E	122.30'
C15	338.00'	198.35'	S 32°45'01" E	195.72'
C16	28.00'	31.42'	S 62°17'36" E	29.79'
C17	326.58'	198.53'	N 32°18'18" W	195.29'
C18	28.00'	19.01'	N 32°09'03" W	18.58'
C19	60.00'	283.38'	N 85°05'45" E	69.73'
C20	20.00'	19.01'	S 22°19'36" W	18.38'
C21	235.50'	186.13'	S 32°18'18" E	183.58'
C22	20.00'	31.28'	S 85°14'00" E	28.04'
C23	270.00'	27.27'	N 49°26'36" E	27.26'
C24	15.00'	31.31'	N 06°36'14" E	30.81'
C25	232.50'	358.01'	N 02°31'20" E	323.34'
C26	15.00'	30.38'	N 08°34'32" C	18.84'
C27	60.00'	28.65'	N 54°34'34" W	28.38'
C28	101.00'	129.61'	N 38°53'04" W	120.69'
C29	25.00'	13.30'	N 14°31'40" W	13.14'
C30	25.00'	13.70'	S 45°31'30" E	13.58'
C31	101.00'	128.42'	S 24°34'34" E	120.79'
C32	15.00'	23.56'	N 87°34'31" W	21.21'
C33	15.00'	23.56'	N 82°25'29" E	21.21'
C34	40.00'	39.69'	S 09°06'09" E	38.08'
C35	95.00'	21.38'	S 10°47'46" E	10.47'
C36	232.50'	436.21'	S 67°30'22" E	374.99'
C37	15.00'	24.65'	S 61°13'16" E	22.11'
C38	475.49'	78.19'	N 78°34'13" E	78.09'
C39	28.00'	31.42'	N 28°48'34" E	29.78'
C40	326.58'	188.43'	N 06°30'28" W	185.83'
C41	28.00'	35.72'	N 26°16'52" W	33.35'
C42	386.58'	183.84'	N 38°31'51" W	182.12'
C43	20.00'	17.78'	N 74°48'45" W	17.32'
C44	60.00'	302.22'	N 44°13'18" E	69.84'
C45	20.00'	20.71'	S 37°08'32" E	19.80'
C46	235.50'	79.81'	S 38°54'58" E	79.37'
C47	30.00'	30.08'	N 68°46'52" C	27.69'
C48	273.50'	87.19'	N 15°50'36" E	86.86'
C49	328.50'	177.72'	N 22°38'24" E	175.53'
C50	28.00'	31.42'	N 07°33'38" W	28.28'
C51	276.00'	188.74'	S 32°46'01" W	183.38'
C52	338.00'	130.79'	S 39°30'01" W	129.98'
C53	28.00'	31.42'	N 82°54'01" E	29.28'
C54	243.50'	212.46'	N 12°54'06" E	205.80'
C55	20.00'	27.01'	N 38°48'45" W	25.00'
C56	60.00'	288.33'	N 47°28'52" E	87.89'
C57	30.00'	14.35'	S 63°52'07" E	14.20'
C58	335.50'	46.56'	N 28°17'08" W	46.52'
C59	264.50'	208.13'	S 32°54'06" W	202.62'
C60	30.00'	32.46'	S 08°35'28" E	28.01'
C61	338.00'	294.12'	S 34°32'08" E	285.08'
C62	28.00'	28.15'	S 32°50'23" E	26.94'
C63	273.50'	84.27'	N 72°08'51" E	83.94'
C64	28.00'	18.01'	N 38°05'34" E	18.38'
C65	48.00'	301.58'	S 26°40'46" E	69.75'
C66	28.00'	18.01'	N 88°36'34" W	18.38'
C67	326.58'	180.88'	S 72°08'51" W	180.20'
C68	20.00'	28.75'	S 39°47'30" W	26.24'
C69	330.50'	46.88'	S 82°30'40" W	46.84'
C70	20.00'	31.42'	S 38°17'12" E	28.28'
C71	273.50'	86.82'	N 82°48'44" E	86.48'
C72	30.00'	19.81'	N 51°43'58" E	19.30'
C73	60.00'	303.58'	S 11°33'18" E	68.15'
C74	28.00'	19.61'	N 13°48'28" W	18.58'
C75	328.50'	191.28'	S 87°48'44" W	188.68'

CURVE TABLE				
CURVE #	RADIUS	ARC DISTANCE	CHORD BEARING	CHORD DISTANCE
C76	28.00'	31.42'	S 67°42'48" W	29.85'
C77	380.00'	240.84'	S 39°15'41" W	322.87'
C78	330.00'	131.32'	S 76°54'06" W	130.99'
C79	240.00'	136.26'	S 84°43'42" W	134.19'
C80	330.00'	30.41'	S 46°32'18" E	30.39'
C81	20.00'	31.33'	S 41°37'25" W	28.23'
C82	330.00'	303.69'	S 68°33'18" W	293.08'
C83	20.00'	34.35'	N 82°47'46" W	30.23'
C84	172.50'	638.74'	S 78°49'20" E	334.43'
C85	28.00'	31.42'	N 52°11'20" W	29.78'
C86	273.50'	298.04'	N 67°23'39" E	284.30'
C87	326.58'	194.05'	N 85°56'36" E	193.62'
C88	273.50'	148.67'	N 32°18'24" E	147.06'
C89	20.00'	31.42'	N 82°54'01" C	28.28'
C90	270.00'	277.15'	S 22°41'36" E	265.14'
C91	240.00'	272.67'	S 39°15'41" W	258.24'
C92	328.50'	45.56'	N 37°32'41" W	45.52'
C93	328.50'	68.80'	N 32°38'22" W	68.67'
C94	60.00'	113.84'	N 22°45'43" E	118.31'
C95	60.00'	46.83'	S 50°45'46" E	45.74'
C96	60.00'	51.57'	S 06°41'28" E	50.00'
C97	58.00'	35.02'	S 24°44'44" W	30.88'
C98	273.50'	79.08'	N 12°55'28" W	78.83'
C99	273.50'	88.15'	N 38°10'45" W	87.77'
C100	273.50'	1.40'	N 28°32'30" W	1.40'
C101	232.50'	16.02'	N 28°15'06" W	16.02'
C102	232.50'	49.08'	N 20°32'25" W	49.01'
C103	232.50'	49.08'	N 10°03'42" W	49.00'
C104	232.50'	46.35'	N 01°26'30" W	46.27'
C105	232.50'	46.35'	N 02°59'28" E	46.27'
C106	232.50'	46.35'	N 15°34'55" E	46.27'
C107	232.50'	46.35'	N 26°50'11" E	46.27'
C108	232.50'	46.35'	N 38°15'26" E	46.27'
C109	232.50'	14.29'	N 48°43'40" E	14.28'
C110	232.50'	12.01'	N 50°15'31" E	12.01'
C111	232.50'	55.53'	N 59°32'52" E	55.40'
C112	232.50'	55.53'	S 67°46'50" E	55.40'
C113	232.50'	55.53'	S 76°04'33" E	55.40'
C114	232.50'	55.53'	S 68°35'45" E	55.40'
C115	232.50'	55.53'	S 46°42'33" E	55.40'
C116	232.50'	37.21'	S 36°16'06" E	37.17'
C117	232.50'	55.53'	S 23°51'19" E	55.40'
C118	232.50'	56.36'	N 84°39'12" C	56.20'
C119	328.50'	4.85'	N 17°58'34" W	4.08'
C120	328.50'	46.56'	N 12°24'13" W	46.52'
C121	328.50'	46.56'	N 22°12'30" W	46.52'
C122	328.50'	46.56'	N 02°50'19" C	46.52'
C123	328.50'	44.75'	N 19°57'52" E	44.71'
C124	328.50'	42.79'	N 63°36'51" W	42.67'
C125	328.50'	46.56'	N 53°49'33" W	46.52'
C126	328.50'	13.27'	N 50°34'33" W	13.27'
C127	60.00'	20.43'	N 60°56'52" W	20.38'
C128	60.00'	31.93'	N 50°14'33" W	31.52'
C129	60.00'	43.31'	N 08°32'47" W	42.36'
C130	60.00'	47.70'	S 27°34'34" E	46.45'
C131	60.00'	57.71'	N 87°57'57" E	55.02'
C132	60.00'	61.75'	S 35°16'01" E	59.04'
C133	60.00'	15.55'	S 07°32'33" W	15.06'
C134	273.50'	31.31'	S 04°04'28" W	31.75'
C135	273.50'	47.39'	S 02°24'32" W	47.88'
C136	273.50'	11.88'	S 05°45'14" W	11.84'
C137	273.50'	75.52'	S 14°37'26" W	75.28'
C138	326.58'	4.84'	N 07°08'34" E	4.88'
C139	326.58'	46.36'	N 11°39'28" E	46.32'
C140	326.58'	46.36'	N 19°49'46" E	46.32'
C141	326.58'	45.59'	N 28°00'51" E	45.52'
C142	326.58'	53.12'	S 34°28'25" E	53.12'
C143	243.50'	75.36'	S 29°51'34" W	74.39'
C144	243.50'	116.85'	S 06°36'46" W	115.73'
C145	243.50'	21.97'	S 00°32'12" E	21.05'
C146	28.00'	2.87'	S 10°18'01" E	2.87'
C147	28.00'	24.07'	S 34°58'52" E	23.44'
C148	48.00'	45.1'	S 58°06'10" W	43.48'
C149	48.00'	45.94'	N 04°47'28" E	43.78'
C150	48.00'	42.07'	N 54°31'18" E	41.55'

CURVE TABLE				
CURVE #	RADIUS	ARC DISTANCE	CHORD BEARING	CHORD DISTANCE
C151	60.00'	44.70'	S 87°41'30" E	43.58'
C152	60.00'	36.87'	S 33°17'14" E	36.38'
C153	60.00'	11.08'	S 60°56'38" E	11.06'
C154	328.50'	1.92'	S 17°38'24" E	1.92'
C155	328.50'	55.43'	S 09°28'38" E	55.36'
C156	328.50'	55.43'	S 01°17'04" W	55.36'
C157	328.50'	55.43'	S 14°56'48" W	55.35'
C158	328.50'	55.43'	S 28°42'28" W	55.35'
C159	328.50'	55.38'	S 34°28'55" W	55.30'
C160	273.50'	52.32'	S 15°36'23" W	52.12'
C161	273.50'	33.07'	S 06°40'47" W	33.05'
C162	20.00'	9.47'	S 49°45'48" W	9.38'
C163	20.00'	9.04'	S 22°31'30" W	9.45'
C164	60.00'	51.24'	N 25°13'47" E	49.62'
C165	60.00'	36.85'	N 75°48'06" E	36.47'
C166	60.00'	49.58'	S 62°23'38" E	48.18'
C167	60.00'	115.51'	S 18°35'47" W	98.48'
C168	60.00'	48.38'	S 82°19'05" W	47.08'
C169	20.00'	17.34'	S 67°20'11" C	16.88'
C170	20.00'	1.47'	N 65°25'38" E	1.47'
C171	328.50'	24.65'	S 60°28'47" W	24.85'
C172	328.50'	46.04'	S 71°37'37" W	45.92'
C173	328.50'	38.08'	S 78°50'31" W	38.86'
C174	20.00'	15.42'	S 66°19'31" W	15.03'
C175	20.00'	3.59'	S 39°37'17" W	3.58'
C176	60.00'	65.07'	S 32°57'04" E	62.04'
C177	60.00'	47.22'	S 78°02'07" E	46.04'
C178	60.00'	61.87'	S 17°38'46" E	59.01'
C179	60.00'	51.82'	S 37°06'30" W	50.20'
C180	60.00'	64.40'	N 87°06'30" W	61.02'
C181	60.00'	9.86'	N 51°28'54" W	9.04'
C182	328.50'	48.52'	S 85°12'17" W	48.57'
C183	328.50'	52.30'	N 87°54'42" W	52.25'
C184	248.00'	148.14'	N 68°16'41" E	139.95'
C185	248.00'	38.11'	N 48°00'31" E	38.07'
C186	330.00'	32.02'	S 45°21'48" W	32.02'
C187	330.00'	17.39'	S 48°47'31" W	17.39'
C188	330.00'	16.08'	S 46°28'30" E	16.08'
C189	330.00'	60.22'	N 48°18'00" E	60.09'
C190	330.00'	83.82'	S 27°16'05" E	83.68'
C191	330.00'	15.93'	N 05°00'03" E	15.93'
C192	273.50'	161.99'	S 07°13'33" W	159.63'
C193	273.50'	44.01'	N 30°21'30" E	44.01'
C194	328.50'	30.05'	S 22°29'17" W	30.02'
C195	328.50'	46.56'	S 05°37'00" W	46.52'
C196	328.50'	22.46'	S 09°37'30" W	22.45'
C197	273.50'	103.02'	N 17°33'41" E	102.35'
C198	273.50'	46.30'	N 32°09'17" E	46.25'
C199	270.00'	79.82'	S 43°37'50" E	79.53'
C200	270.00'	134.38'	S 24°08'06" E	133.14'
C201	230.00'	92.94'	S 32°08'32" E	92.40'
C202	240.00'	54.28'	S 13°07'03" W	53.68'
C203	237.66'	170.21'	S 32°45'21" W	166.03'
C204	240.00'	186.58'	S 58°50'00" W	181.80'
C205	802.35'	80.83'	S 42°49'11" W	80.98'
C206	543.58'	84.23'	N 42°37'54" C	84.60'
C207	303.35'	35.24'	N 38°38'35" C	35.17'
C208	385.11'	95.82'	N 38°08'09" E	95.57'
C209	44.58'	0.88'	S 24°44'38" W	0.88'
C210	19.34'	33.35'	S 29°03'33" W	31.16'
C211	54.08'	19.01'	S 32°08'05" E	41.46'
C212	60.82'	16.42'	S 47°57'36" W	40.38'
C213	82.28'	72.05'	S 26°17'54" W	70.38'
C214	127.88'	96.73'	N 38°54'21" E	97.23'
C215	38.77'	33.11'	N 35°38'58" E	31.81'
C216	35.34'	85.88'	N 16°08'38" E	77.37'
C217	35.87'	33.38'	N 28°00'28" E	32.63'
C218	1716.86'	163.94'	N 08°19'38" E	163.88'
C219	223.15'	79.54'	N 08°03'38" E	79.12'
C220	104.00'	95.38'	S 27°06'33" E	92.58'
C221	73.38'	39.34'	S 52°07'40" E	38.88'
C222	884.83'	57.45'	S 18°08'36" E	57.43'
C223	884.83'	180.88'	N 17°03'06" E	180.27'
C224	884.83'	183.33'	N 25°15'00" E	183.06'
C225	60.00'	30.14'	S 12°48'38" E	29.82'
C226	60.00'	36.28'	S 34°37'37" E	35.74'
C227	60.00'	30.18'	S 21°34'52" E	29.87'
C228	48.00'	67.46'	S 39°48'31" W	73.93'
C229	48.00'	30.10'	S 88°50'49" E	29.61'
C230	48.00'	34.84'	N 88°42'40" E	34.08'

FILE: P:\CO2006 - Lily Cima Ranch\060000-01-001 DLM - Phasing Tract\Survey\Working\
Final Plat\060000_La Cima Phase 1, Section 1_Final Plat.dwg

DATE: 09-28-16	DESIGN BY: KLC	CREW: CAF, MK	
SCALE: 1"=100'	CHECKED BY: JJB	FB #:	
JOB #: 060000	DRAWING #: FINAL PLAT	PLAN #: 1171	SHT 3OF4

NO.	REVISION	BY	DATE

PLOT DATE: Dec 15,2017-11:39am

Bowman CONSULTING

Bowman Consulting Group, Ltd.
13120 S. Capital of Texas Hwy, Building 2 Suite 255, Austin, TX 78738
Phone (512) 327-1180 Fax: (512) 327-4062
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BPE TBPE Reg. No. F-14309 | TBPLS Firm No. 10120800

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.

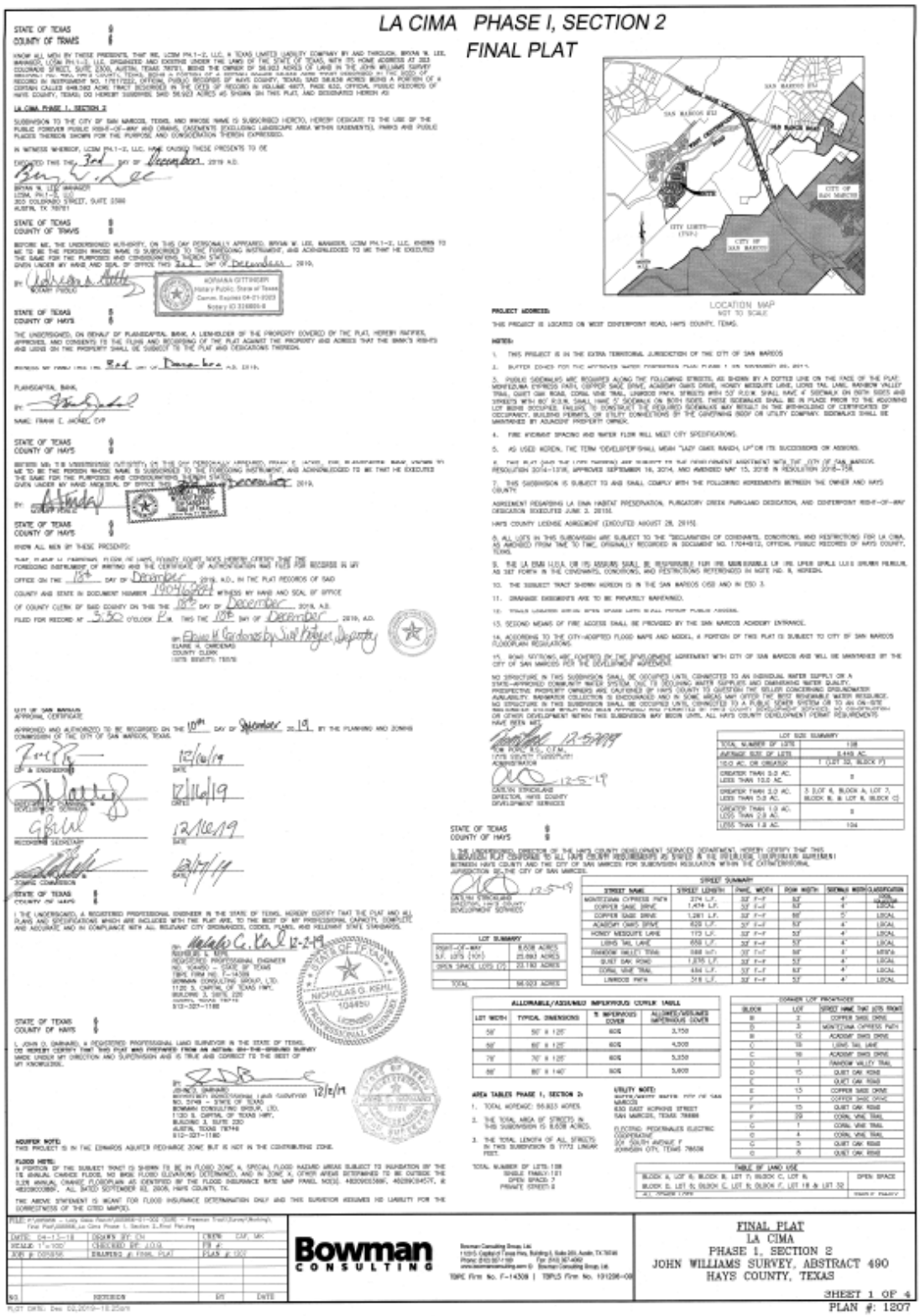
WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, on this 11th day of May 2017 A.D.

Bowman Consulting Group, Ltd.
Austin, Texas 78746

STATE OF TEXAS REGISTERED JOHN D. BARNARD 5749 PROFESSIONAL LAND SURVEYOR

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

STATE OF TEXAS §
COUNTY OF TRAVIS §

KNOW ALL MEN BY THESE PRESENTS, THAT WE, LCSM PA 1-2, LLC, A TEXAS LIMITED LIABILITY COMPANY BY AND THROUGH, BRYAN W. LEE, MANAGER, LCSM PA 1-2, LLC, ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF TEXAS, WITH ITS HOME ADDRESS AT 203 COLORADO STREET, SUITE 2300, AUSTIN, TEXAS 78701, BEING THE OWNER OF 56.923 ACRES OF LAND IN THE JOHN WILLIAMS SURVEY [illegible] HAYS COUNTY, TEXAS, BEING A PORTION OF A CERTAIN 56.923 ACRE TRACT DESCRIBED IN THE DEED OF RECORD IN INSTRUMENT NO. 17017222, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, SAID 56.923 ACRES BEING A PORTION OF A CERTAIN CALLED 640.360 ACRE TRACT DESCRIBED IN THE DEED OF RECORD IN VOLUME 4677, PAGE 632, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS; DO HEREBY SUBDIVIDE SAID 56.923 ACRES AS SHOWN ON THIS PLAT, AND DESIGNATED HEREIN AS:

LA CIMA PHASE 1, SECTION 2

SUBDIVISION TO THE CITY OF SAN MARCOS, TEXAS, AND WHOSE NAME IS SUBSCRIBED HERETO, HEREBY DEDICATE TO THE USE OF THE PUBLIC FOREVER PUBLIC RIGHT-OF-WAY AND DRAINS, EASEMENTS (EXCLUDING LANDSCAPE AREA WITHIN EASEMENTS), PARKS AND PUBLIC PLACES THEREON SHOWN FOR THE PURPOSE AND CONSIDERATION THEREIN EXPRESSED.

IN WITNESS WHEREOF, LCSM PA 1-2, LLC, HAS CAUSED THESE PRESENTS TO BE EXECUTED THIS THE 3rd DAY OF December 2019 A.D.

BRYAN W. LEE, MANAGER
LCSM PA 1-2, LLC
203 COLORADO STREET, SUITE 2300
AUSTIN, TX 78701

STATE OF TEXAS §
COUNTY OF TRAVIS §

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED, BRYAN W. LEE, MANAGER, LCSM PA 1-2, LLC, 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 CONSIDERATIONS, THEREIN STATED.
GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 3rd DAY OF December 2019.

BY: [illegible]
NOTARY PUBLIC

NORMANA OTTINGER
Notary Public, State of Texas
Comm. Expires 04-21-2023
Notary ID 3168000-8

STATE OF TEXAS §
COUNTY OF HAYS §

THE UNDERSIGNED, ON BEHALF OF PLAINSCAPITAL BANK, A LIENHOLDER OF THE PROPERTY COVERED BY THE PLAT, HEREBY RATIFIES, APPROVES, AND CONSENTS TO THE FILING AND RECORDING OF THE PLAT AGAINST THE PROPERTY AND AGREES THAT THE BANK'S RIGHTS AND LIENS ON THE PROPERTY SHALL BE SUBJECT TO THE PLAT AND DEDICATIONS THEREIN.

[illegible] THIS THE 3rd DAY OF December A.D. 2019.

PLAINSCAPITAL BANK,
BY: [illegible]
NAME: FRANK E. JAGNEC, EVP

STATE OF TEXAS §
COUNTY OF HAYS §

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED, FRANK E. JAGNEC, [illegible] 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 CONSIDERATIONS, THEREIN STATED.
GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS [illegible] DAY OF December 2019.

BY: [illegible]

STATE OF TEXAS §
COUNTY OF HAYS §

KNOW ALL MEN BY THESE PRESENTS:

THAT ELAINE H. CARDENAS, CLERK OF HAYS COUNTY, TEXAS, HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING AND THE CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORDS IN MY OFFICE ON THE 13th DAY OF December 2019, A.D., IN THE PLAT RECORDS OF SAID COUNTY AND STATE IN DOCUMENT NUMBER 19046-2021 WITNESS MY HAND AND SEAL OF OFFICE OF COUNTY CLERK OF SAID COUNTY ON THIS THE 13th DAY OF December 2019, A.D.
FILED FOR RECORD AT 3:30 O'CLOCK P.M. THIS THE 13th DAY OF December 2019, A.D.

BY: Elaine H. Cardenas by Sue Hedges, Deputy
ELAINE H. CARDENAS
COUNTY CLERK
(STATE OF TEXAS)

CITY OF SAN MARCOS
APPROVAL CERTIFICATE

APPROVED AND AUTHORIZED TO BE RECORDED ON THE 10th DAY OF December 2019 BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF SAN MARCOS, TEXAS.

CITY ENGINEER — DATE 12/16/19
DIRECTOR OF PLANNING & DEVELOPMENT SERVICES — DATE 12/16/19
RECORDING SECRETARY — DATE 12/16/19
ZONING COMMISSION — DATE 12/17/19

STATE OF TEXAS §
COUNTY OF HAYS §

I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THE PLAT AND ALL PLANS AND SPECIFICATIONS WHICH ARE INCLUDED WITH THE PLAT ARE, TO THE BEST OF MY PROFESSIONAL CAPACITY, COMPLETE AND ACCURATE AND IN COMPLIANCE WITH ALL RELEVANT CITY ORDINANCES, CODES, PLANS, AND RELEVANT STATE STANDARDS.

BY: Nicholas C. Kiehl 12-2-19
NICHOLAS C. KIEHL
REGISTERED PROFESSIONAL ENGINEER
NO. 104850 – STATE OF TEXAS
TBPE FIRM NO. F-14309
BOWMAN CONSULTING GROUP, LTD.
1120 S. CAPITAL OF TEXAS HWY.
BUILDING 3, SUITE 220
AUSTIN, TEXAS 78746
512-327-1180

STATE OF TEXAS §
COUNTY OF HAYS §

I, JOHN D. SHIRLAND, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT WAS PREPARED FROM AN ACTUAL ON-THE-GROUND SURVEY MADE UNDER MY DIRECTION AND SUPERVISION AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

BY: [illegible] 12/2/19
JOHN D. SHIRLAND
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 5748 – STATE OF TEXAS
BOWMAN CONSULTING GROUP, LTD.
1120 S. CAPITAL OF TEXAS HWY.
BUILDING 3, SUITE 220
AUSTIN, TEXAS 78746
512-327-1180

AQUIFER NOTE:
THIS PROJECT IS IN THE EDWARDS AQUIFER RECHARGE ZONE BUT IS NOT IN THE CONTRIBUTING ZONE.

FLOOD NOTE:
A PORTION OF THE SUBJECT TRACT IS SHOWN TO BE IN FLOOD ZONE A, SPECIAL FLOOD HAZARD AREAS SUBJECT TO INUNDATION BY THE 1% ANNUAL CHANCE FLOOD. NO BASE FLOOD ELEVATIONS DETERMINED, AND IN ZONE X, OTHER AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN AS IDENTIFIED BY THE FLOOD INSURANCE RATE MAP PANEL NOS. 48209C0308F, 48209C0345F, & 48209C0336F, ALL DATED SEPTEMBER 02, 2005, HAYS COUNTY, TX.

THE ABOVE STATEMENT IS MEANT FOR FLOOD INSURANCE DETERMINATION ONLY AND THIS SURVEYOR ASSUMES NO LIABILITY FOR THE CORRECTNESS OF THE CITED MAP(S).

LOCATION MAP
NOT TO SCALE

PROJECT ADDRESS:
THIS PROJECT IS LOCATED ON WEST CENTERPOINT ROAD, HAYS COUNTY, TEXAS.

NOTES:
1. THIS PROJECT IS IN THE EXTRA TERRITORIAL JURISDICTION OF THE CITY OF SAN MARCOS
2. BUFFER ZONES FOR THE ATTACHED WATER CONSERVATION PLAN PLANS [illegible]
3. PUBLIC SIDEWALKS ARE REQUIRED ALONG THE FOLLOWING STREETS, AS SHOWN BY A DOTTED LINE ON THE FACE OF THE PLAT: MONTEZUMA CYPRESS PATH, COPPER SAGE DRIVE, ACADIAN OAKS DRIVE, HONEY MESQUITE LANE, LONG TAIL LANE, RAINBOW VALLEY TRAIL, QUIET OAK ROAD, CORAL VINE TRAIL, UNIROSO PATH. STREETS WITH 53' R.O.W. SHALL HAVE 4' SIDEWALK ON BOTH SIDES AND STREETS WITH 80' R.O.W. SHALL HAVE 5' SIDEWALK ON BOTH SIDES. THESE SIDEWALKS SHALL BE IN PLACE PRIOR TO THE ADJOINING LOT BEING OCCUPIED. FAILURE TO CONSTRUCT THE REQUIRED SIDEWALKS MAY RESULT IN THE WITHHOLDING OF CERTIFICATES OF OCCUPANCY, BUILDING PERMITS, OR UTILITY CONNECTIONS BY THE GOVERNING BODY OR UTILITY COMPANY. SIDEWALKS SHALL BE MAINTAINED BY ADJACENT PROPERTY OWNER.
4. FIRE HYDRANT SPACING AND WATER FLOW WILL MEET CITY SPECIFICATIONS.
5. AS USED HEREIN, THE TERM "DEVELOPER" SHALL MEAN "LAZY OAKS RANCH, LP" OR ITS SUCCESSORS OR ASSIGNS.
6. THIS PLAT [illegible] IS SUBJECT TO THE DEVELOPMENT AGREEMENT WITH THE CITY OF SAN MARCOS RESOLUTION 2014-1318, APPROVED SEPTEMBER 16, 2014, AND AMENDED MAY 15, 2018 IN RESOLUTION 2018-158.
7. THIS SUBDIVISION IS SUBJECT TO AND SHALL COMPLY WITH THE FOLLOWING AGREEMENTS BETWEEN THE OWNER AND HAYS COUNTY:

AGREEMENT REGARDING LA CIMA HABITAT PRESERVATION, PURGATORY CREEK PARKLAND DEDICATION, AND CENTERPOINT RIGHT-OF-WAY DEDICATION EXECUTED JUNE 3, 2015.

HAYS COUNTY LEGISLATION AGREEMENT (EXECUTED AUGUST 28, 2015).

8. ALL LOTS IN THIS SUBDIVISION ARE SUBJECT TO THE "DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR LA CIMA, AS AMENDED FROM TIME TO TIME, ORIGINALLY RECORDED IN DOCUMENT NO. 17046012, OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS.
9. THE LA CIMA H.O.A. OR ITS ASSIGNS SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE OPEN SPACE LOTS DRAINAGE EASEMENT, AS SET FORTH IN THE COVENANTS, CONDITIONS, AND RESTRICTIONS REFERENCED IN NOTE NO. 8, HEREON.
10. THE SUBJECT TRACT SHOWN HEREON IS IN THE SAN MARCOS CISD AND IN ESD 3.
11. DRAINAGE EASEMENTS ARE TO BE PRIVATELY MAINTAINED.
12. [illegible]
13. SECOND MEANS OF FIRE ACCESS SHALL BE PROVIDED BY THE SAN MARCOS ACADEMY ENTRANCE.
14. ACCORDING TO THE CITY-ADOPTED FLOOD MAPS AND MODEL, A PORTION OF THIS PLAT IS SUBJECT TO CITY OF SAN MARCOS FLOODPLAIN REGULATIONS.
15. ROAD STITCHING ARE REQUIRED BY THE DEVELOPMENT AGREEMENT WITH CITY OF SAN MARCOS AND WILL BE MAINTAINED BY THE CITY OF SAN MARCOS PER THE DEVELOPMENT AGREEMENT.

NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO AN INDIVIDUAL WATER SUPPLY OR A STATE-APPROVED COMMUNITY WATER SYSTEM. DUE TO REGULATING WATER SUPPLIES AND DIMINISHING WATER QUALITY, PROSPECTIVE PROPERTY OWNERS ARE CAUTIONED BY HAYS COUNTY TO QUESTION THE ISSUES CONCERNING GROUNDWATER AVAILABILITY. RAINWATER 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.

12-5-2019
TOM PORC, R.S., C.F.M.,
(TFP) COUNTY FLOODPLAIN ADMINISTRATOR

12-5-19
DARLIN STRICKLAND
DIRECTOR, HAYS COUNTY DEVELOPMENT SERVICES

LOT SIZE SUMMARY	
TOTAL NUMBER OF LOTS	138
AVERAGE SIZE OF LOTS	0.449 AC
10.0 AC. OR GREATER	1 (LOT 32, BLOCK F)
GREATER THAN 5.0 AC. LESS THAN 10.0 AC.	0
GREATER THAN 3.0 AC. LESS THAN 5.0 AC.	3 (LOT 4, BLOCK A; LOT 7, BLOCK B; & LOT 6, BLOCK C)
GREATER THAN 1.0 AC. LESS THAN 2.0 AC.	0
LESS THAN 1.0 AC.	134

STATE OF TEXAS §
COUNTY OF HAYS §

I, THE UNDERSIGNED, DIRECTOR OF THE HAYS COUNTY DEVELOPMENT SERVICES DEPARTMENT, HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ALL HAYS COUNTY REQUIREMENTS AS STATED IN THE INTERLOCAL COOPERATION AGREEMENT BETWEEN HAYS COUNTY AND THE CITY OF SAN MARCOS FOR SUBDIVISION REGULATION WITHIN THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF SAN MARCOS.

12-5-19
DARLIN STRICKLAND
DIRECTOR, HAYS COUNTY DEVELOPMENT SERVICES

LOT SUMMARY	
RIGHT-OF-WAY S.F. (10%)	6.608 ACRES 25.863 ACRES
OPEN SPACE LOTS (7)	23.780 ACRES
TOTAL	56.923 ACRES

STREET SUMMARY					
STREET NAME	STREET LENGTH	PAVE. WIDTH	ROW WIDTH	SIDEWALK WIDTH	CLASSIFICATION
MONTEZUMA CYPRESS PATH	274 L.F.	32' F-F	53'	4'	LOCAL
COPPER SAGE DRIVE	1,474 L.F.	32' F-F	53'	4'	LOCAL
COPPER SAGE DRIVE	1,281 L.F.	32' F-F	80'	5'	LOCAL
ACADIAN OAKS DRIVE	829 L.F.	32' F-F	53'	4'	LOCAL
HONEY MESQUITE LANE	173 L.F.	32' F-F	53'	4'	LOCAL
LONG TAIL LANE	658 L.F.	32' F-F	53'	4'	LOCAL
RAINBOW VALLEY TRAIL	988 L.F.	32' F-F	80'	4'	MINOR
QUIET OAK ROAD	1,875 L.F.	32' F-F	53'	4'	LOCAL
CORAL VINE TRAIL	484 L.F.	32' F-F	53'	4'	LOCAL
UNIROSO PATH	314 L.F.	32' F-F	53'	4'	LOCAL

ALLOWABLE/ASSUMED IMPERVIOUS COVER TABLE			
LOT WIDTH	TYPICAL DIMENSIONS	% IMPERVIOUS COVER	ALLOWED/ASSUMED IMPERVIOUS COVER
58'	50' X 125'	60%	3,750
60'	60' X 125'	60%	4,500
70'	70' X 125'	60%	5,250
80'	80' X 140'	60%	5,600

AREA TABLES PHASE 1, SECTION 2:
1. TOTAL ACREAGE: 56.923 ACRES
2. THE TOTAL AREA OF STREETS IN THIS SUBDIVISION IS 6.608 ACRES.
3. THE TOTAL LENGTH OF ALL STREETS IN THIS SUBDIVISION IS 7,772 LINEAR FEET.

TOTAL NUMBER OF LOTS: 138
SINGLE FAMILY: 131
OPEN SPACE: 7
PRIVATE STREETS: 0

UTILITY NOTE:
WATER/WASTEWATER SERVICE PROVIDED BY CITY OF SAN MARCOS
630 EAST HOPKINS STREET
SAN MARCOS, TEXAS 78666

ELECTRIC: PEDERNALES ELECTRIC COOPERATIVE
304 SOUTH AVENUE F
JOHNSON CITY, TEXAS 78636

OWNER LOT PROVISIONS		
BLOCK	LOT	STREET NAME THAT LOTS FRONT
B	3	COPPER SAGE DRIVE
D	3	MONTEZUMA CYPRESS PATH
B	12	ACADIAN OAKS DRIVE
C	19	LONG TAIL LANE
C	18	ACADIAN OAKS DRIVE
D	1	RAINBOW VALLEY TRAIL
D	15	QUIET OAK ROAD
E	1	QUIET OAK ROAD
E	13	COPPER SAGE DRIVE
F	1	COYOTE SAGE DRIVE
F	15	QUIET OAK ROAD
F	29	CORAL VINE TRAIL
G	1	CORAL VINE TRAIL
G	4	CORAL VINE TRAIL
G	5	QUIET OAK ROAD
G	8	QUIET OAK ROAD

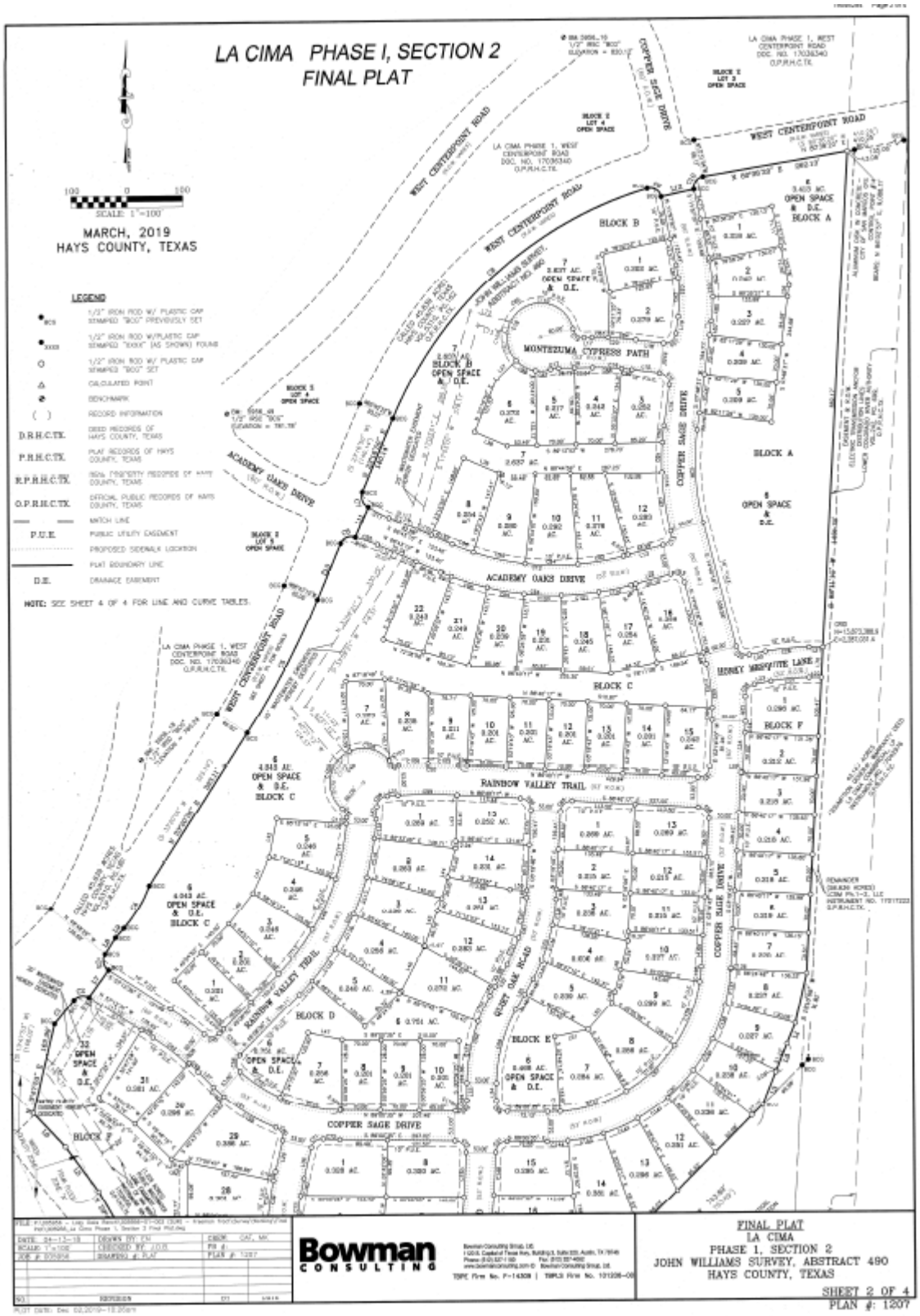
TABLE OF LAND USE	
BLOCK A, LOT 6; BLOCK B, LOT 7; BLOCK C, LOT 6; BLOCK D, LOT 5; BLOCK E, LOT 5; BLOCK F, LOT 18 & LOT 32	OPEN SPACE
ALL OPEN LOTS	PARK & PARKLAND

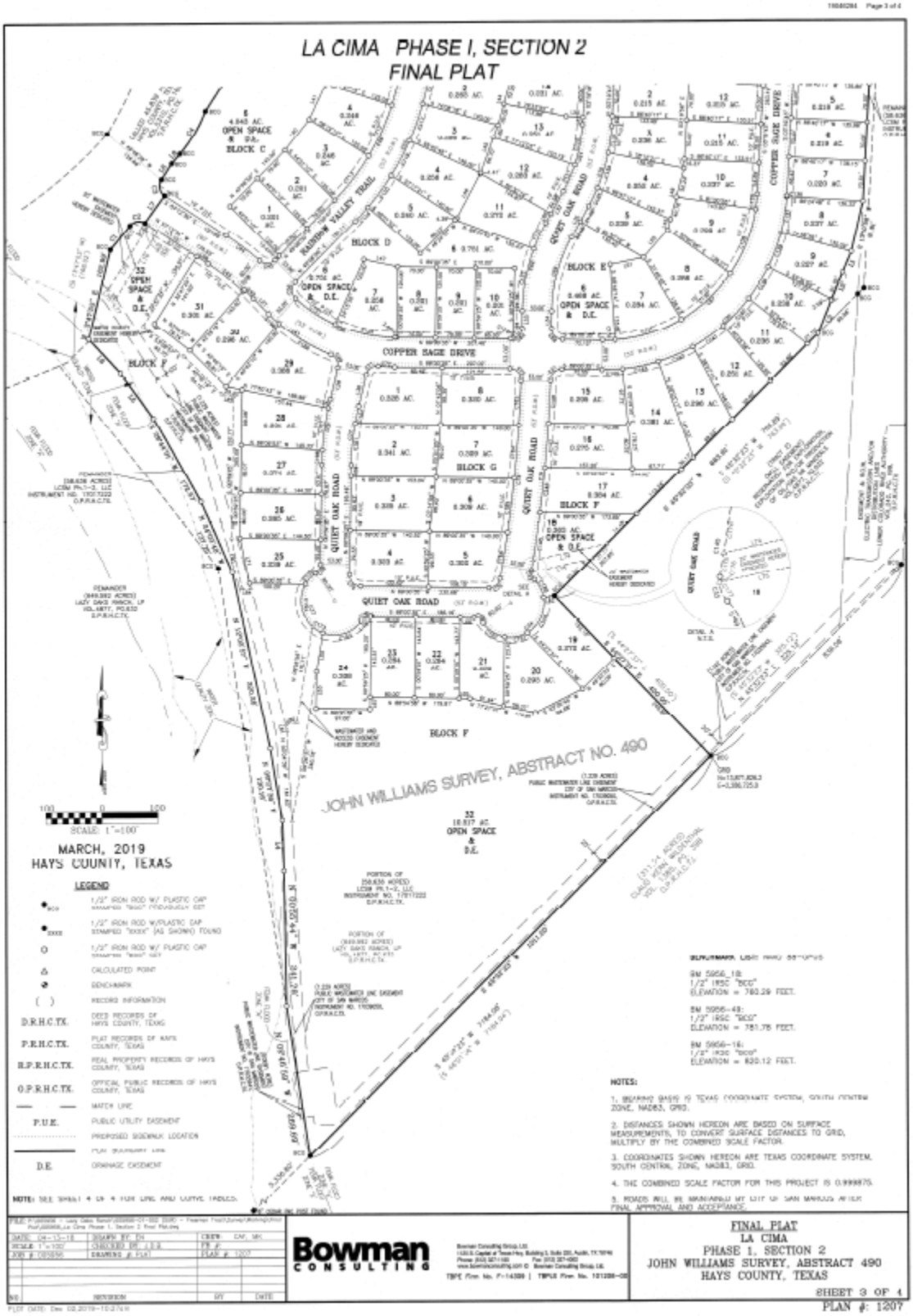
Bowman CONSULTING

Bowman Consulting Group, Ltd.
1120 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. 10128600

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
WEST CENTERPOINT ROAD
COPPER SAGE DRIVE
ACADEMY OAKS DRIVE
MONTEZUMA CYPRESS PATH
RAINBOW VALLEY TRAIL
QUEEN OAK ROAD
BLOCK A
BLOCK B
BLOCK C
BLOCK D
BLOCK E
BLOCK F
BLOCK G
NOTE: SEE SHEET 4 OF 4 FOR LINE AND CURVE TABLES.
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
OPEN SPACE & D.E.
JOHN WILLIAMS SURVEY, ABSTRACT NO. 490
SCALE: 1"=100'
MARCH, 2019
HAYS COUNTY, TEXAS
LEGEND
D.R.H.C.TX.
P.R.H.C.TX.
R.P.R.H.C.TX.
O.P.R.H.C.TX.
P.U.E.
D.E.
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°58'06" W	38.87'
L2	S 32°14'36" W	53.71'
L3	S 32°09'52" W	63.16'
L4	N 01°43'52" W	68.35'
L5	N 16°16'37" W	98.87'
L6	N 43°14'53" W	82.50'
L7	N 38°21'31" E	68.12'
L8	N 32°32'00" E	34.25'
L9	N 47°29'53" E	22.65'
L10	N 23°15'50" E	108.62'
L11	N 23°15'50" E	66.00'
L12	N 77°58'52" E	66.00'
L13	N [illegible]	[illegible]
L14	N 07°48'31" E	70.25'
L15	N 82°11'39" W	50.00'
L16	S 89°12'52" W	61.32'
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°44'05" W	29.62'
L21	N 89°41'05" W	34.81'
L22	S 89°41'26" E	31.85'
L23	N 78°44'52" E	29.94'
L24	N 02°18'43" E	69.71'
L25	S 88°40'17" E	3.60'
L26	S 13°54'30" W	56.33'
L27	S 44°51'14" E	38.88'
L28	N 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°84'15" W	19.36'
L32	N [illegible]	[illegible]
L33	N 88°08'28" E	28.13'
L34	S 02°08'28" W	28.13'
L35	S 28°28'41" W	63.94'
L36	N 13°04'39" E	98.58'
L37	N 46°44'42" E	48.93'
L38	S 88°43'10" E	63.44'
L39	S 88°43'10" E	74.51'
L40	S 28°28'49" E	[illegible]
L41	S 24°58'47" E	70.00'
L42	N 11°28'45" E	70.00'

LINE TABLE		
LINE #	BEARING	DISTANCE
L43	N 02°86'57" E	96.36'
L44	N 15°51'31" E	91.30'
L45	S 30°34'28" W	90.31'
L46	N 28°28'30" E	90.31'
L47	N 77°48'52" W	52.30'
L48	S 15°09'41" E	90.00'
L49	N 15°09'41" E	19.80'
L50	N 47°32'08" E	65.30'
L51	N 28°17'33" E	91.00'
L52	S 81°34'33" W	19.61'
L53	S 08°59'28" W	68.47'
L54	S 08°35'08" W	78.27'
L55	[illegible]	[illegible]
L56	S 07°48'31" W	20.38'
L57	N 07°48'31" E	24.58'
L58	S 14°48'16" E	20.98'
L59	S 88°48'11" E	19.06'
L60	N 30°34'28" E	23.80'
L61	S 82°19'43" W	13.90'
L62	S 28°28'41" W	18.98'
L63	N 02°18'43" E	13.94'
L64	N 02°18'43" E	18.71'
L65	S 89°30'38" E	18.80'
L66	S 88°30'38" E	34.71'
L67	N 00°38'25" E	21.88'
L68	S 57°12'36" E	24.53'
L69	N 08°38'25" E	30.30'
L70	S 65°17'13" W	53.83'
L71	S 11°38'11" E	83.12'
L72	S 74°48'53" E	14.39'
L73	S 74°48'53" E	54.39'
L74	N 77°50'40" E	116.32'
L75	N 77°50'42" E	111.47'
L76	N 32°32'24" E	148.38'
L77	N 32°84'28" W	7.53'
L78	N 48°08'48" W	18.41'
L79	N 32°32'34" E	134.57'
L80	N 76°23'11" E	26.52'
L81	N 13°38'18" W	18.08'
L82	[illegible]	[illegible]
L83	S 11°48'24" E	83.38'
L84	S 88°28'45" E	15.57'

CURVE TABLE				
CURVE #	RADIUS	ARC DISTANCE	CHORD BEARING	CHORD DISTANCE
C1	1815.80'	56.88'	N 28°08'44" E	56.86'
C2	20.00'	28.78'	N 80°10'08" E	27.08'
C3	20.00'	31.41'	N 11°58'15" W	28.42'
C4	350.00'	89.33'	N 31°15'48" E	88.86'
C5	1005.00'	269.37'	N 28°18'28" E	268.02'
C6	20.00'	31.42'	N 68°16'50" E	28.28'
C7	20.00'	31.42'	N 21°43'10" W	28.28'
C8	719.00'	632.33'	N 48°36'56" E	611.91'
C9	20.00'	32.85'	S 58°00'52" E	29.28'
C10	20.00'	32.33'	N 34°32'23" E	28.98'
C11	250.00'	41.88'	S 81°55'13" E	41.53'
C12	675.50'	313.64'	S 85°41'43" E	307.93'
C13	[illegible]	[illegible]	N [illegible]	28.28'
C14	480.00'	188.24'	S 83°25'34" E	187.04'
C15	20.00'	31.36'	N 37°11'28" W	28.28'
C16	475.50'	71.62'	N 88°28'18" W	70.96'
C17	30.00'	14.00'	S 88°58'18" E	13.87'
C18	60.00'	288.74'	S 29°40'00" W	81.98'
C19	20.00'	27.00'	S 52°06'15" E	25.00'
C20	330.00'	78.90'	N 88°29'18" W	78.80'
C21	20.00'	[illegible]	[illegible]	[illegible]
C22	270.00'	93.12'	N 82°04'18" W	92.65'
C23	332.34'	113.61'	N 82°04'18" W	113.06'
C24	400.00'	184.79'	S 69°25'52" E	183.23'
C25	20.00'	29.88'	S 82°58'08" E	27.18'
C26	428.50'	78.72'	S 80°01'18" W	78.61'
C27	373.50'	68.64'	S 80°01'18" W	68.64'
C28	20.00'	28.08'	S 38°04'18" W	26.50'
C29	560.00'	45.88'	N 00°37'54" W	45.86'
C30	326.50'	489.54'	N 42°59'34" E	443.33'
C31	20.00'	31.05'	S 46°38'48" W	28.02'
C32	2528.87'	339.88'	N 08°32'54" E	338.04'
C33	20.00'	18.79'	S 17°08'11" E	18.07'
C34	60.00'	188.38'	N 58°43'35" E	118.59'
C35	20.00'	19.01'	N 61°45'44" W	18.30'
C36	20.00'	19.01'	S 63°45'38" W	18.30'
C37	60.00'	208.31'	S 46°00'38" E	118.57'
C38	20.00'	19.01'	N 28°13'16" E	18.30'
C39	326.50'	118.72'	S 07°21'31" W	118.47'
C40	[illegible]	[illegible]	N [illegible]	34.70'
C41	326.50'	134.85'	S 56°36'55" E	133.11'
C42	473.50'	22.32'	N 46°12'12" W	22.32'
C43	470.00'	79.21'	N 82°22'00" W	79.12'
C44	530.00'	75.24'	N 83°06'30" W	70.16'
C45	20.00'	29.84'	N 88°02'08" E	27.22'
C46	433.50'	308.65'	N 34°12'00" E	302.80'
C47	20.00'	18.86'	N 22°56'31" W	18.28'
C48	60.00'	231.77'	S 46°12'14" W	119.27'
C49	20.00'	18.83'	S 68°24'48" E	18.23'
C50	1026.80'	108.01'	N 88°41'09" W	107.95'
C51	20.00'	31.42'	N 48°18'43" E	28.28'
C52	320.00'	106.53'	N 85°48'18" W	100.12'
C53	20.00'	31.42'	N 89°48'18" W	28.28'
C54	528.50'	346.74'	S 88°47'53" E	340.40'
C55	258.00'	41.88'	N 77°27'08" W	41.83'
C56	20.00'	32.48'	S 01°23'30" E	29.03'
C57	476.50'	341.78'	N 24°14'16" E	348.12'
C58	20.00'	29.23'	S 46°12'06" W	26.70'
C59	673.50'	186.70'	N 86°07'08" W	186.25'
C60	20.00'	31.42'	N 41°40'17" W	28.28'
C61	273.50'	124.88'	N 18°34'45" E	123.82'
C62	326.50'	162.42'	S 15°14'33" W	160.78'
C63	[illegible]	61.10'	S [illegible]	[illegible]
C64	273.50'	195.08'	S 68°38'18" E	191.00'
C65	20.00'	31.42'	S 48°38'42" W	28.28'
C66	20.00'	31.42'	N 41°40'17" W	28.28'
C67	[illegible]	[illegible]	N [illegible]	[illegible]
C68	20.00'	31.42'	S 44°00'35" E	28.28'
C69	273.50'	136.86'	S 16°14'33" W	134.87'
C70	326.50'	149.11'	N 18°34'42" E	147.82'
C71	20.00'	28.72'	S 39°03'10" W	26.30'
C72	326.50'	28.68'	S 86°24'31" E	28.67'
C73	20.00'	31.39'	N 43°28'50" W	28.28'
C74	2411.80'	354.95'	N 85°11'14" E	354.62'
C75	20.00'	28.17'	N 83°38'42" E	25.86'
C76	20.00'	31.42'	S 44°00'35" E	28.28'
C77	473.50'	108.77'	S 87°27'51" W	108.55'
C78	332.34'	5.35'	N 11°25'13" W	5.35'
C79	332.34'	85.65'	N 85°16'50" W	85.74'
C80	332.34'	42.61'	N 04°33'37" E	42.58'
C81	276.00'	22.68'	N 09°33'54" W	22.65'
C82	276.00'	70.47'	N 00°18'38" E	70.27'
C83	326.50'	28.88'	N 89°17'52" W	28.87'
C84	326.50'	50.18'	N 84°58'02" W	50.08'
C85	58.00'	210.73'	S 41°28'32" W	113.99'
C86	60.00'	30.88'	[illegible]	30.54'
C87	60.00'	27.33'	N 82°48'33" E	27.09'
C88	473.50'	32.41'	N 87°36'54" W	32.38'
C89	473.50'	10.82'	N 83°10'34" W	18.62'

CURVE TABLE				
CURVE #	RADIUS	ARC DISTANCE	CHORD BEARING	CHORD DISTANCE
C90	480.00'	29.61'	S 86°02'30" W	29.80'
C91	480.00'	30.91'	[illegible]	[illegible]
C92	480.00'	106.73'	S 08°21'04" E	105.51'
C93	473.50'	83.40'	N 80°33'28" E	83.20'
C94	473.50'	94.98'	S 88°50'02" E	94.70'
C95	473.50'	94.98'	S 77°21'38" E	94.70'
C96	473.50'	46.51'	S 68°10'14" E	46.50'
C97	526.50'	21.02'	S 67°31'48" E	21.00'
C98	526.50'	68.92'	S 72°36'56" E	68.87'
C99	526.50'	68.92'	S 79°55'53" E	68.87'
C100	526.50'	68.92'	S 87°12'48" E	68.87'
C101	526.50'	61.54'	N 88°28'12" E	61.58'
C102	526.50'	59.42'	N 78°32'43" E	59.39'
C103	526.00'	77.48'	N 07°44'07" W	77.28'
C104	526.00'	23.08'	N 01°15'44" E	23.08'
C105	1026.80'	33.81'	N 88°12'34" W	33.07'
C106	[illegible]	[illegible]	S [illegible]	33.08'
C107	60.00'	0.87'	N 38°52'28" W	0.87'
C108	60.00'	18.26'	N 28°38'26" W	73.83'
C109	60.00'	122.43'	S 37°35'18" W	102.38'
C110	[illegible]	[illegible]	[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	476.58'	33.85'	N 43°08'28" E	30.36'
C115	476.58'	73.06'	N 38°55'23" E	70.80'
C116	476.58'	73.06'	N 29°29'55" E	70.80'
C117	476.58'	73.06'	N 20°04'28" E	70.80'
C118	476.58'	73.06'	N 11°38'58" E	70.80'
C119	476.58'	34.17'	N 08°23'38" E	34.16'
C120	215.58'	73.66'	N 11°03'58" E	73.62'
C121	273.50'	81.08'	N 24°08'49" E	80.85'
C122	326.50'	81.13'	S 25°55'38" W	81.08'
C123	326.50'	111.38'	S 10°45'22" W	110.78'
C124	20.00'	26.38'	N 38°45'38" E	24.49'
C125	20.00'	5.06'	N 82°45'08" E	5.04'
C126	273.50'	111.07'	S 77°22'33" E	110.31'
C127	273.50'	80.21'	S 58°50'15" E	79.88'
C128	273.50'	27.05'	N 86°09'24" E	26.99'
C129	273.50'	123.78'	N 31°07'02" E	122.72'
C130	273.50'	119.63'	N 47°28'44" E	118.68'
C131	273.50'	125.32'	N 73°08'10" E	124.23'
C132	273.50'	22.73'	N 88°28'36" E	22.72'
C133	[illegible]	19.61'	N 87°32'11" E	19.20'
C134	326.50'	65.88'	N 17°38'14" E	64.60'
C135	326.50'	35.79'	N 26°21'15" E	35.77'
C136	326.50'	1.47'	N 23°27'28" E	1.47'
C137	[illegible]	[illegible]	N [illegible]	[illegible]
C138	326.50'	65.21'	N 30°44'38" E	65.10'
C139	326.50'	65.39'	N 52°11'37" E	65.18'
C140	326.50'	66.30'	N 43°44'42" E	66.20'
C141	326.50'	66.30'	N 66°23'22" E	66.20'
C142	326.50'	67.30'	N 67°37'02" E	67.18'
C143	326.50'	65.42'	N 78°40'48" E	65.31'
C144	326.50'	38.97'	N 87°44'48" E	38.95'
C145	2528.87'	103.14'	N 08°33'16" E	103.14'
C146	2528.87'	66.57'	N 06°26'32" E	66.57'
C147	2528.87'	66.17'	N 04°28'28" E	66.16'
C148	2528.87'	75.41'	N 02°33'48" E	75.41'
C149	60.00'	38.13'	N 20°27'42" W	38.16'
C150	60.00'	73.42'	N 25°39'13" E	68.10'
C151	60.00'	42.06'	N 59°15'51" E	41.21'
C152	60.00'	47.18'	S 67°04'32" E	45.98'
C153	60.00'	73.66'	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	[illegible]	[illegible]	[illegible]	[illegible]
C157	526.50'	76.48'	S 07°59'42" W	76.38'
C158	526.50'	26.14'	S 02°34'46" W	26.14'
C159	326.50'	138.82'	S 38°49'45" E	138.52'
C160	[illegible]	[illegible]	[illegible]	[illegible]
C161	473.50'	75.85'	S 06°34'46" W	75.77'
C162	473.50'	30.82'	S 12°02'22" W	30.82'
C163	2471.08'	79.82'	N 82°38'18" E	79.81'
C164	2471.08'	86.87'	N 80°01'05" E	86.87'
C165	2471.08'	86.41'	N 87°14'09" E	86.40'
C166	2471.08'	83.45'	N 89°28'06" E	83.46'
C167	60.00'	53.34'	S 17°47'06" E	51.67'
C168	60.00'	29.11'	S 17°17'06" W	30.21'
C169	60.00'	146.28'	N 82°16'09" W	112.85'
C170	60.00'	94.86'	S 05°47'32" E	85.35'
C171	60.00'	28.09'	S 49°08'33" W	30.60'
C172	60.00'	7.56'	S 62°21'32" W	7.57'
C173	60.00'	21.60'	S 88°08'01" E	21.48'
C174	2528.87'	88.57'	N 08°21'28" E	88.56'
C175	2528.87'	17.88'	N 08°31'28" E	17.88'
C176	20.00'	3.80'	S 04°10'45" W	3.87'
C177	20.00'	14.68'	S 22°41'31" E	14.34'

LA CIMA PHASE I, SECTION 2
FINAL PLAT

DATE 04-13-15	DRAWN BY: S.N.	DESIGN CAD MR	
SCALE 1"=100'	CHECKED BY: J.D.R.	FILE #	
JOB # 208854	DRAWING # 10.07	PLAN # 1207	
NO.	REVISION	BY	DATE

Bowman CONSULTING

Bowman Consulting Group, Ltd.
TBPE Firm No. F-14309 | TBPLS Firm No. 10128-00

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
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"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,

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5) Continuing with said right of way and said curve to the right, defined by an arc length of 110.12 feet, a radius of 270.00 feet, a delta angle of 23°22'04", and a chord which bears S21°57'26"E, for a distance of 109.36 feet, to a 1/2 inch iron rod with cap stamped "DOUCET" set, and
6) S10°16' 24" E, with said right of way, a distance of 257.65 feet to a 1/2 inch iron rod with cap stamped "DOUCET" set on a south line of said 182.269 acre tract, and on a north line of Central Park Loop 70 feet wide per right of way plat recorded in Document Number 17036340 [O.P.R.H.C.T.];

THENCE, with the common line of said 182.269 acre tract, and said Central Park Loop right of way, the following two (2) courses and distances:

1) S80°00' 46" W, a distance of 5.06 feet to a 1/2 inch iron rod with cap stamped "DOUCET" set at the beginning of a curve to the right, and
2) With said curve to the right, defined by an arc length of 30.03 feet, a radius of 20.00 feet, a delta angle of 86°01'04", and a chord which bears S32°30'48"W, for a distance of 27.29 feet, to a 1/2 inch iron rod with cap stamped "DOUCET" set on an east corner of said 182.269 acre tract, same being a west corner of said 94.504 acre tract, and the beginning of a curve to the left;

THENCE, leaving said common line of said 182.269 acre tract and the Central Park Loop right of way, and continuing over and across said 182.269 acre tract the following nineteen (19) courses and distances:

1) With said curve to the left, defined by an arc length of 240.01 feet, a radius of 685.00 feet, a delta angle of 20°04'29", and a chord which bears S65°12'22"W, for a distance of 238.78 feet, to a 1/2 inch iron rod with cap stamped "DOUCET" set,
2) S55°10'39"W, a distance of 288.14 feet to a 1/2 inch iron rod with cap stamped "DOUCET" set,
3) N81°01'33"W, a distance of 87.97 feet to a 1/2 inch iron rod with cap stamped "DOUCET" set,
4) N33°38'28"W, a distance of 178.50 feet to a 1/2 inch iron rod with cap stamped "DOUCET" set,
5) N56°21'32"E, a distance of 14.07 feet to a 1/2 inch iron rod with cap stamped "DOUCET" set,
6) N33°40'54"W, a distance of 252.81 feet to a 1/2 inch iron rod with cap stamped "DOUCET" set,
7) N33°40'54"W, a distance of 53.50 feet to a 1/2 inch iron rod with cap stamped "DOUCET" set,
8) N36°16'52"W, a distance of 118.92 feet to a 1/2 inch iron rod with cap stamped "DOUCET" set,
9) N44°40'52"W, a distance of 119.22 feet to a 1/2 inch iron rod with cap stamped "DOUCET" set,
10) N70°42'41"W, a distance of 87.20 feet to a 1/2 inch iron rod with cap stamped "DOUCET" set,
11) N41°08'53"W, a distance of 16.50 feet to a 1/2 inch iron rod with cap stamped "DOUCET" set,
12) S68°15'34"W, a distance of 112.02 feet to a 1/2 inch iron rod with cap stamped "DOUCET" set,
13) S45°48'27"W, a distance of 110.20 feet to a 1/2 inch iron rod with cap stamped "DOUCET" set,
14) S81°12'34"W, a distance of 731.52 feet to a 1/2 inch iron rod with cap stamped "DOUCET" set,
15) N17°06'55"E, a distance of 204.53 feet to a 1/2 inch iron rod with cap stamped "DOUCET" set,
16) N12°48'50"E, a distance of 218.32 feet to a 1/2 inch iron rod with cap stamped "DOUCET" set,
17) N02°09'46"E, a distance of 262.30 feet to a 1/2 inch iron rod with cap stamped "DOUCET" set,
18) N09°04'35"W, a distance of 240.33 feet to a 1/2 inch iron rod with cap stamped "DOUCET" set, and
19) N09°41'46"W, a distance of 87.48 feet to a 1/2 inch iron rod with cap stamped "DOUCET" set on the north line of said 182.269 acre tract and on the southeast line of Lot 28 of said Fox Ridge Subdivision;

THENCE, with the common line of said 182.269 acre tract and said Lots 17 and 28 of said Fox Ridge Subdivision, the following three (3) courses and distances:

1) N44°11'15"E, a distance of 15.40 feet to a 1/2 inch iron rod with cap stamped "DOUCET" set,
2) N44°21'59"E, a distance of 454.67 feet to a 1/2 inch iron rod with cap stamped "DOUCET" set, and

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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
Registered Professional Land Surveyor
Texas Registration No. 6649
Doucet & Associates
CTerry@DoucetEngineers.com
TBPELS Firm Registration No. 10105800

Date

STATE OF TEXAS
REGISTERED
CHRISTOPHER W. TERRY
6649
PROFESSIONAL
LAND SURVEYOR

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,

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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
Registered Professional Land Surveyor
Texas Registration No. 6649
Doucet & Associates
CTerry@DoucetEngineers.com
TBPELS Firm Registration No. 10105800

Date

STATE OF TEXAS
REGISTERED
CHRISTOPHER W. TERRY
6649
PROFESSIONAL
LAND SURVEYOR

EXHIBIT U-6 – MAP OF PHASE 3

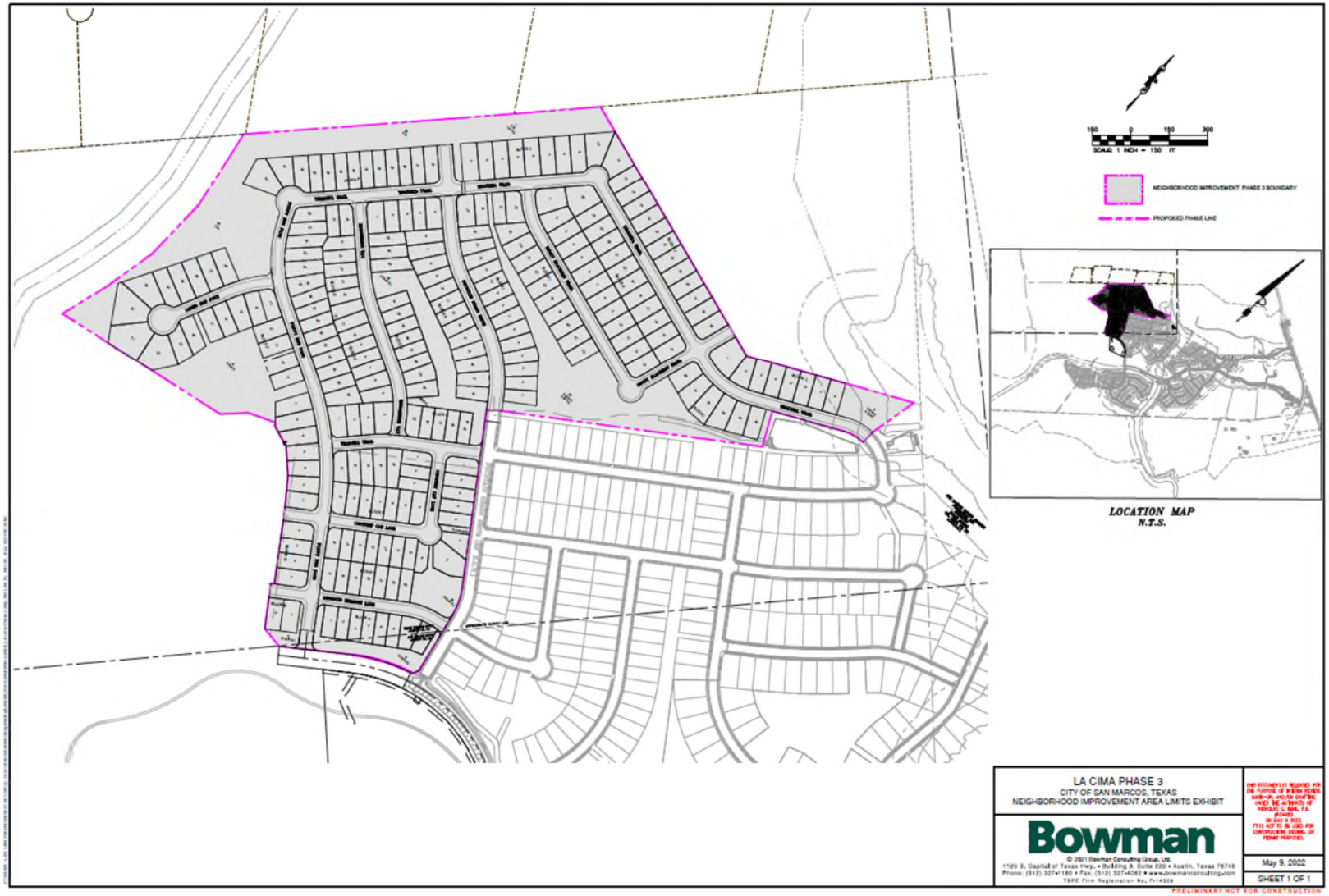

EXHIBIT U-7 – PHASE 4 LEGAL DESCRIPTION

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

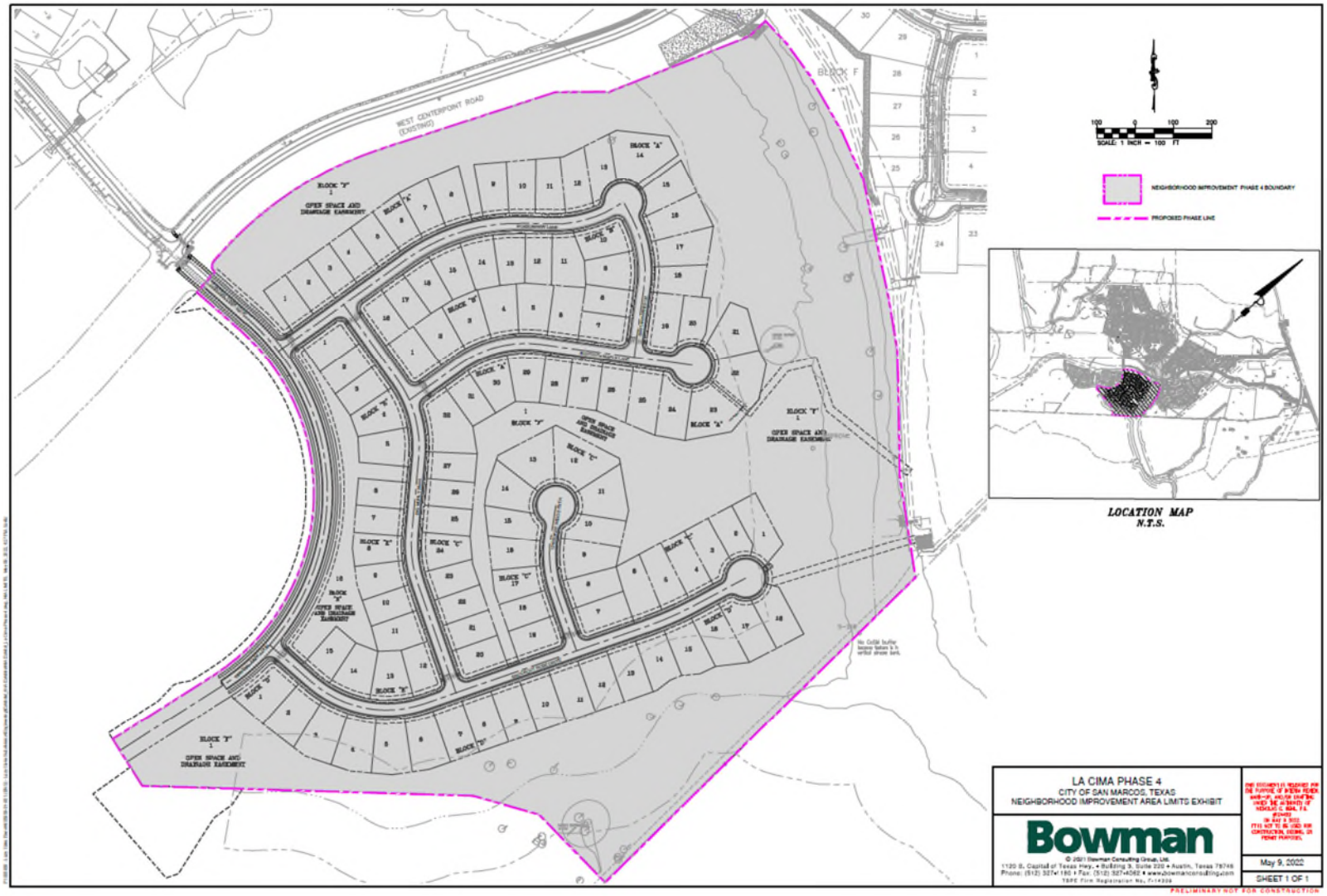

EXHIBIT U-9 – PHASE 5 LEGAL DESCRIPTION

41.4436 Acres
John Williams Survey, Abstract No. 490
Hays County, Texas

Job No. 5956-01-001
FN2163R2
Page 1 of 6

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

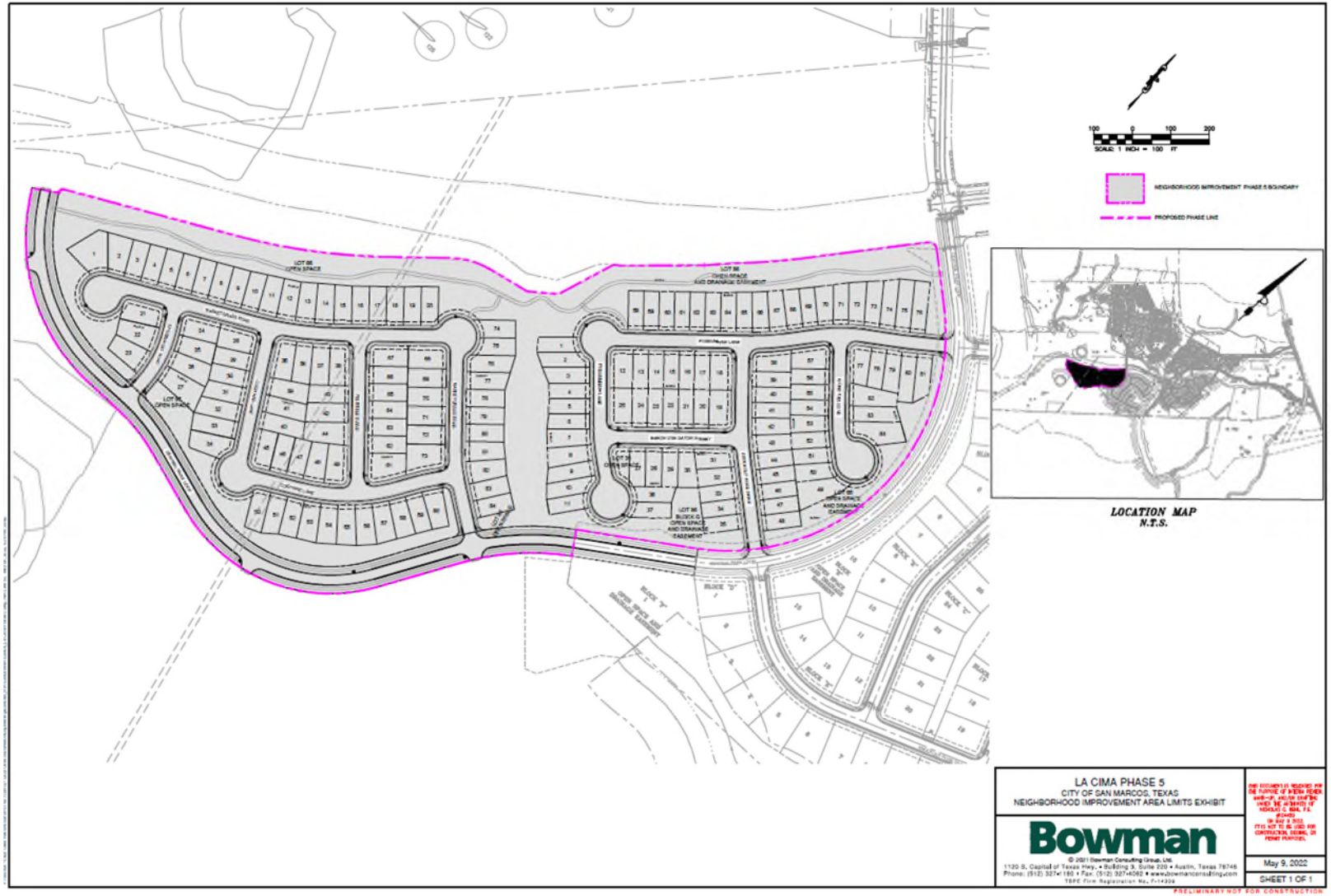

EXHIBIT U-11 – PHASE 7W LEGAL DESCRIPTION

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

STATE OF TEXAS
REGISTERED
JAMES BRADLEY RICHARDS
6875
PROFESSIONAL
LAND SURVEYOR

EXHIBIT U-12 – MAP OF PHASE 7W

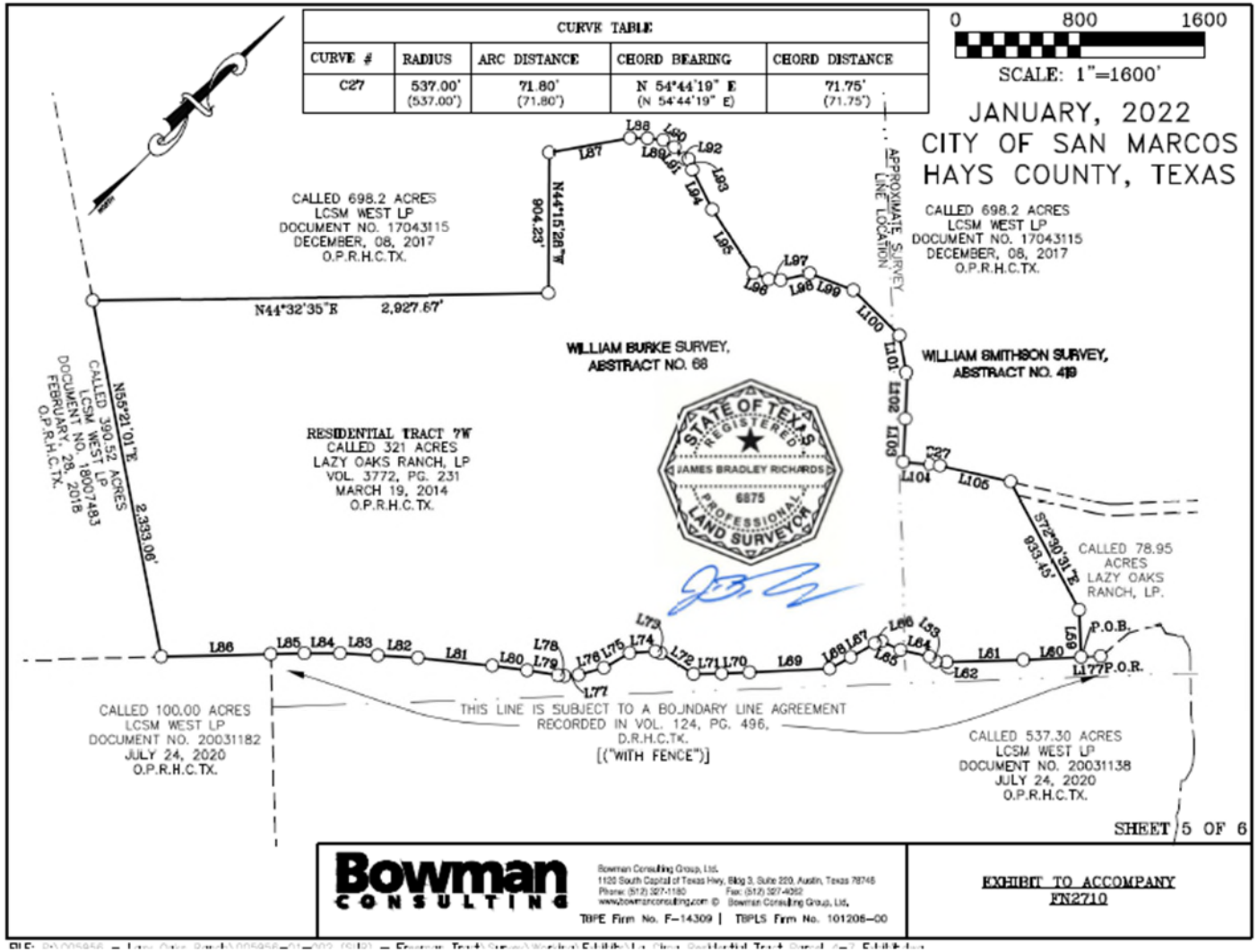

EXHIBIT V – NEIGHBORHOOD IMPROVEMENT AREA #2 MAP

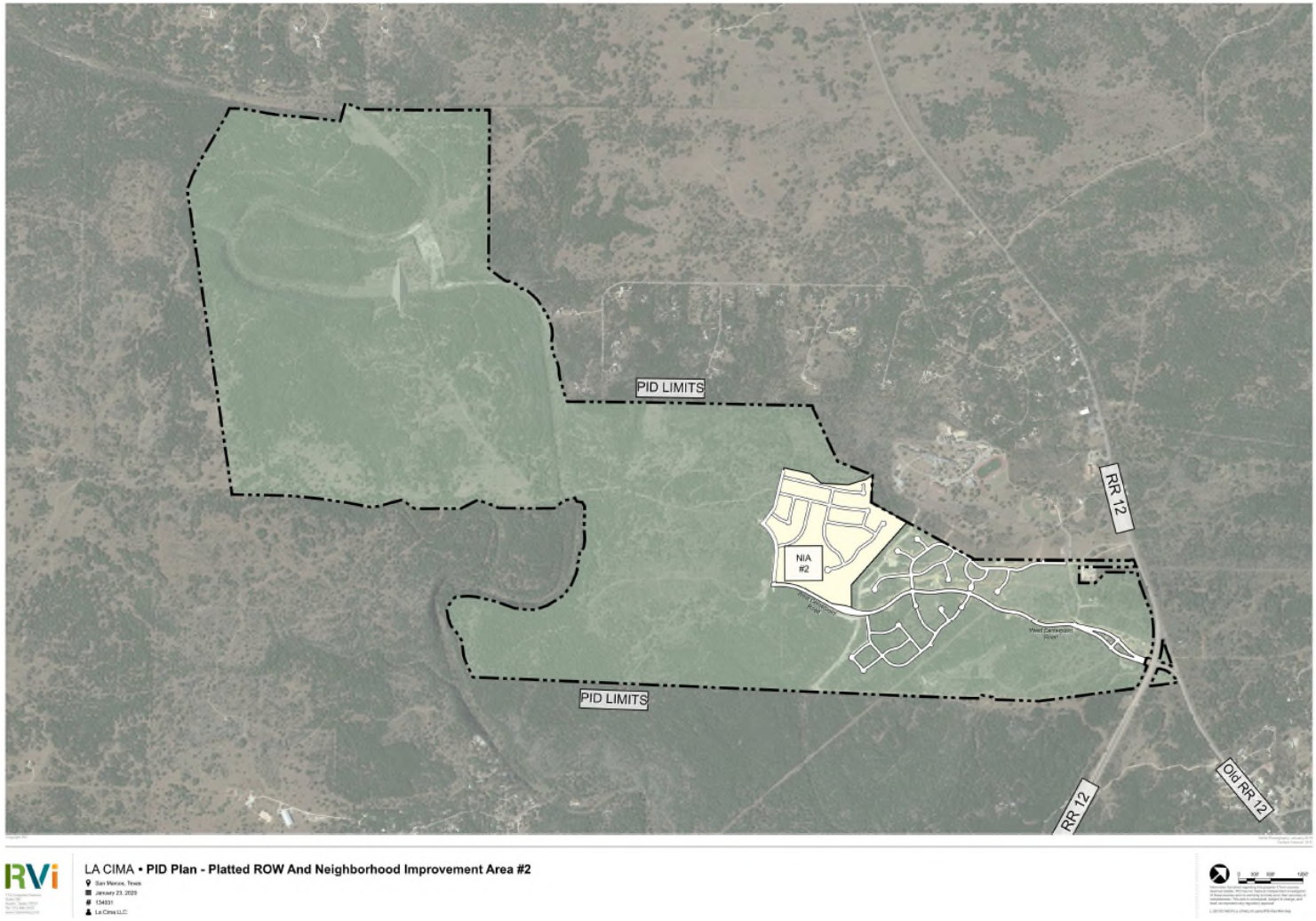

EXHIBIT W – NEIGHBORHOOD IMPROVEMENT AREA #2 LEGAL DESCRIPTION

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

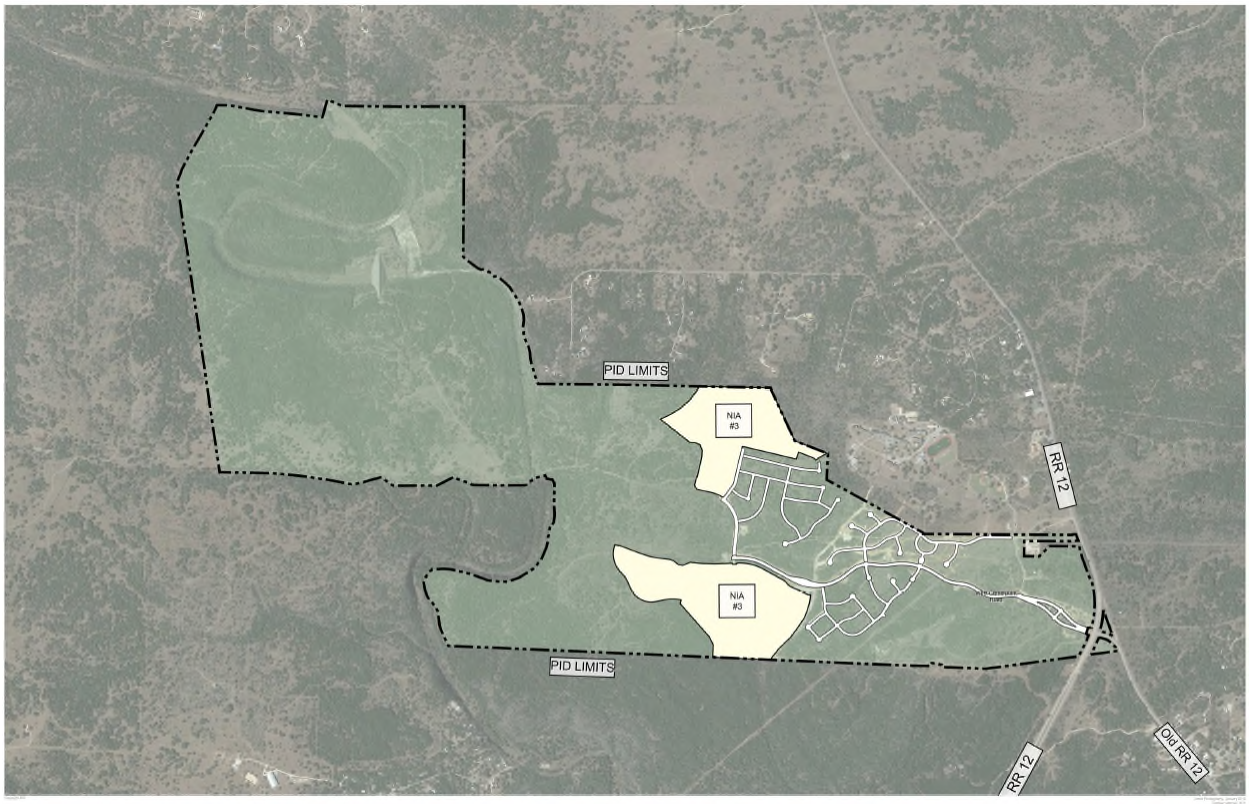

EXHIBIT Y – NEIGHBORHOOD IMPROVEMENT AREA #3 LEGAL DESCRIPTION

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 – NEIGHBORHOOD IMPROVEMENT AREA #3 INITIAL BONDS DEBT SERVICE SCHEDULE

EXHIBIT CC - 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:

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_____

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:

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_____

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO

HAYS COUNTY, TEXAS

CONCERNING THE FOLLOWING PROPERTY

_____

PROPERTY ADDRESS

LOT TYPE 4 PRINCIPAL ASSESSMENT: $33,163.65

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

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

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

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

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

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

DATE: DATE:

_____ _____

SIGNATURE OF PURCHASER SIGNATURE OF PURCHASER

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

DATE: DATE:

_____ _____

SIGNATURE OF SELLER SIGNATURE OF SELLER][2]

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

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

DATE: DATE:

_____ _____

SIGNATURE OF PURCHASER SIGNATURE OF PURCHASER

STATE OF TEXAS §

§

COUNTY OF _____ §

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

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

Notary Public, State of Texas][3]

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

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

DATE: DATE:

_____ _____

SIGNATURE OF SELLER SIGNATURE OF SELLER

STATE OF TEXAS §

§

COUNTY OF _____ §

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

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

Notary Public, State of Texas][4]

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

ANNUAL INSTALLMENTS - LOT TYPE 4

Lot Type 4 - Neighborhood Improvement Area #1 Annual Installments + Allocable Share of Major Improvement Area Annual Installment

	Major Improvement Area					Neighborhood Improvement Area #1				
Installments Due 1/31	Principal	Interest [a]	Administrative Expenses	Prepayment Reserve	Delinquency Reserve	Principal	Interest [b]	Additional Interest	Administrative Expenses	Annual Installment
2023	$ 197.21	$ 763.21	$ 27.73	$ 2.86	$ 52.48	$ 456.15	$ 829.28	$ 110.69	$ 58.40	$ 2,498.02
2024	212.62	750.89	28.29	-	54.35	456.15	817.88	108.41	59.57	2,488.15
2025	228.02	737.60	28.85	-	53.28	456.15	806.47	106.13	60.76	2,477.27
2026	243.43	723.35	29.43	-	52.14	486.56	795.07	103.85	61.98	2,495.80
2027	258.84	708.13	30.02	-	50.91	486.56	779.25	101.42	63.22	2,478.35
2028	277.33	691.96	30.62	-	49.62	516.97	763.44	98.98	64.48	2,493.40
2029	298.90	672.54	31.23	-	48.22	516.97	746.64	96.40	65.77	2,476.68
2030	320.46	651.62	31.86	-	46.72	547.38	729.84	93.81	67.08	2,488.78
2031	345.12	629.19	32.49	-	45.11	547.38	712.05	91.08	68.43	2,470.85
2032	369.77	605.03	33.14	-	43.38	577.79	691.52	88.34	69.79	2,478.77
2033	397.50	579.15	33.81	-	41.53	608.20	669.85	85.45	71.19	2,486.68
2034	428.31	551.32	34.48	-	39.53	608.20	647.05	82.41	72.61	2,463.92
2035	459.13	521.34	35.17	-	37.38	638.61	624.24	79.37	74.07	2,469.31
2036	493.02	489.20	35.87	-	35.08	669.02	600.29	76.18	75.55	2,474.21
2037	530.00	454.69	36.59	-	32.60	699.43	575.20	72.83	77.06	2,478.41
2038	570.06	417.59	37.32	-	29.94	729.84	548.98	69.33	78.60	2,481.67
2039	613.20	377.69	38.07	-	27.08	760.25	521.61	65.69	80.17	2,483.75
2040	659.42	334.76	38.83	-	24.00	790.66	493.10	61.88	81.78	2,484.43
2041	708.72	288.60	39.61	-	20.69	821.07	463.45	57.93	83.41	2,483.48
2042	764.19	238.99	40.40	-	17.14	851.48	430.60	53.83	85.08	2,481.71
2043	819.65	185.50	41.21	-	13.30	881.89	396.55	49.57	86.78	2,474.44
2044	881.28	128.12	42.03	-	9.19	912.30	361.27	45.16	88.52	2,467.87
2045	949.04	66.43	42.87	-	4.76	942.71	324.78	40.60	90.29	2,461.48
2046	-	-	-	-	-	2,280.75	287.07	35.88	92.09	2,695.79
2047	-	-	-	-	-	2,402.39	195.84	24.48	93.93	2,716.64
2048	-	-	-	-	-	2,493.61	99.74	12.47	95.81	2,701.64
Totals	**$ 11,025.22**	**$ 11,566.93**	**$ 799.94**	**$ 2.86**	**$ 828.44**	**$ 22,138.43**	**$ 14,911.06**	**$ 1,912.18**	**$ 1,966.41**	**$ 65,151.47**

Notes

[a] Interest is calculated based on the actual interest rate of the Major Improvement Area Bonds.

[b] Interest is calculated based on the actual rate of the Neighborhood Improvement Area #1-2 Bonds.

Note: The figures shown above are estimates only and subject to change in annual service plan updates. Changes in administrative expenses, or other available offsets could increase or decrease the amounts shown.

LOT TYPE 5 HOMEBUYER DISCLOSURE

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

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

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

This notice requirement does not apply to a transfer:

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

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

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

AFTER RECORDING[1] RETURN TO:

_____

_____

_____

_____

_____

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO

HAYS COUNTY, TEXAS

CONCERNING THE FOLLOWING PROPERTY

_____

PROPERTY ADDRESS

LOT TYPE 5 PRINCIPAL ASSESSMENT: $25,101.10

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

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

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

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

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

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

DATE: DATE:

_____ _____

SIGNATURE OF PURCHASER SIGNATURE OF PURCHASER

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

DATE: DATE:

_____ _____

SIGNATURE OF SELLER SIGNATURE OF SELLER][2]

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

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

DATE: DATE:

_____ _____

SIGNATURE OF PURCHASER SIGNATURE OF PURCHASER

STATE OF TEXAS §

§

COUNTY OF _____ §

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

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

Notary Public, State of Texas][3]

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

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

DATE: DATE:

_____ _____

SIGNATURE OF SELLER SIGNATURE OF SELLER

STATE OF TEXAS §

§

COUNTY OF _____ §

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

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

Notary Public, State of Texas][4]

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

ANNUAL INSTALLMENTS - LOT TYPE 5

Lot Type 5 - Neighborhood Improvement Area #2 Annual Installments + Allocable Share of Major Improvement Area Annual Installment

	Major Improvement Area					Neighborhood Improvement Area #2				
Installments Due 1/31	Principal	Interest [a]	Administrative Expenses	Prepayment Reserve	Delinquency Reserve	Principal	Interest [b]	Additional Interest	Administrative Expenses	Annual Installment
2023	$ 112.23	$ 434.36	$ 15.78	$ 1.63	$ 29.87	$ 325.84	$ 710.74	$ 94.13	$ 48.99	$ 1,773.59
2024	121.00	427.34	16.10	-	30.93	343.95	702.60	92.50	49.97	1,784.40
2025	129.77	419.78	16.42	-	30.33	343.95	694.00	90.78	50.97	1,776.00
2026	138.54	411.67	16.75	-	29.67	362.05	685.40	89.06	51.99	1,785.14
2027	147.31	403.01	17.09	-	28.98	380.15	673.63	87.25	53.03	1,790.45
2028	157.83	393.80	17.43	-	28.24	380.15	661.28	85.35	54.09	1,778.18
2029	170.11	382.76	17.78	-	27.45	398.25	648.93	83.45	55.17	1,783.89
2030	182.38	370.85	18.13	-	26.59	416.35	635.98	81.46	56.28	1,788.03
2031	196.41	358.08	18.49	-	25.68	416.35	622.45	79.38	57.40	1,774.25
2032	210.44	344.33	18.86	-	24.69	434.46	606.84	77.30	58.55	1,775.47
2033	226.22	329.60	19.24	-	23.64	452.56	590.54	75.12	59.72	1,776.65
2034	243.76	313.77	19.63	-	22.50	470.66	573.57	72.86	60.92	1,777.67
2035	261.30	296.70	20.02	-	21.28	488.76	555.92	70.51	62.14	1,776.63
2036	280.59	278.41	20.42	-	19.96	506.87	537.60	68.06	63.38	1,775.29
2037	301.63	258.77	20.83	-	18.56	524.97	518.59	65.53	64.65	1,773.52
2038	324.43	237.66	21.24	-	17.04	561.17	498.90	62.91	65.94	1,789.29
2039	348.98	214.95	21.67	-	15.41	579.28	477.86	60.10	67.26	1,785.50
2040	375.28	190.52	22.10	-	13.66	597.38	456.13	57.20	68.60	1,780.89
2041	403.34	164.25	22.54	-	11.78	615.48	433.73	54.22	69.97	1,775.32
2042	434.91	136.01	22.99	-	9.75	651.69	409.11	51.14	71.37	1,786.98
2043	466.48	105.57	23.45	-	7.57	669.79	383.05	47.88	72.80	1,776.59
2044	501.55	72.92	23.92	-	5.23	705.99	356.25	44.53	74.26	1,784.66
2045	540.13	37.81	24.40	-	2.71	724.10	328.02	41.00	75.74	1,773.91
2046	-	-	-	-	-	1,375.78	299.05	37.38	77.26	1,789.47
2047	-	-	-	-	-	1,430.09	244.02	30.50	78.80	1,783.41
2048	-	-	-	-	-	1,484.40	186.82	23.35	80.38	1,774.94
2049	-	-	-	-	-	1,556.80	127.44	15.93	81.99	1,782.16
2050	-	-	-	-	-	1,629.21	65.17	8.15	83.63	1,786.16
Totals	**$ 6,274.62**	**$ 6,582.92**	**$ 455.29**	**$ 1.63**	**$ 471.52**	**$ 18,826.47**	**$ 13,683.63**	**$ 1,747.06**	**$ 1,815.27**	**$ 49,858.42**

Notes

[a] Interest is calculated based on the actual interest rate of the Major Improvement Area Bonds.

[b] Interest is calculated based on the actual rate of the Neighborhood Improvement Area #1-2 Bonds.

Note: The figures shown above are estimates only and subject to change in annual service plan updates. Changes in administrative expenses, or other available offsets could increase or decrease the amounts shown.

LOT TYPE 6 HOMEBUYER DISCLOSURE

NOTICE OF OBLIGATIONS RELATED TO PUBLIC IMPROVEMENT DISTRICT

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

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

This notice requirement does not apply to a transfer:

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

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

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

AFTER RECORDING[1] RETURN TO:

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_____

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: $37,053.24

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 Initial Bonds				Neighborhood Improvement Area #3 Reimbursement Obligation			
Annual Installment Due	Principal	Interest [a]	Capitalized Interest	Additional Interest [c]	Principal	Interest [b]	Administrative Expenses	Annual Installment
2023	$ 1,126.56	$ 1,378.77	$ (11.92)	$ -	$ -	$ 300.55	$ 43.55	$ 2,837.51
2024	357.13	1,816.88	-	145.35	92.91	411.40	44.42	2,868.09
2025	380.36	1,794.56	-	143.56	98.72	405.82	45.31	2,868.34
2026	405.04	1,770.78	-	141.66	104.53	399.90	46.22	2,868.13
2027	432.62	1,745.47	-	139.64	110.33	393.63	47.14	2,868.84
2028	460.21	1,718.43	-	137.47	117.59	387.01	48.09	2,868.80
2029	490.69	1,689.67	-	135.17	124.85	379.95	49.05	2,869.39
2030	522.63	1,659.00	-	132.72	132.11	372.46	50.03	2,868.95
2031	556.02	1,626.33	-	130.11	140.82	364.54	51.03	2,868.85
2032	593.77	1,591.58	-	127.33	148.08	356.09	52.05	2,868.89
2033	631.52	1,554.47	-	124.36	158.24	347.20	53.09	2,868.88
2034	673.62	1,515.00	-	121.20	166.95	337.71	54.15	2,868.63
2035	718.62	1,472.90	-	117.83	175.66	327.69	55.24	2,867.94
2036	765.08	1,427.99	-	114.24	187.28	317.15	56.34	2,868.07
2037	815.89	1,380.17	-	110.41	198.89	305.91	57.47	2,868.74
2038	869.60	1,329.18	-	106.33	210.51	293.98	58.62	2,868.22
2039	927.67	1,274.83	-	101.99	223.57	281.35	59.79	2,869.20
2040	988.65	1,216.85	-	97.35	236.64	267.94	60.98	2,868.40
2041	1,053.98	1,155.06	-	92.40	251.15	253.74	62.20	2,868.53
2042	1,125.11	1,089.18	-	87.13	265.67	238.67	63.45	2,869.22
2043	1,199.15	1,018.86	-	81.51	281.64	222.73	64.72	2,868.61
2044	1,279.00	943.92	-	75.51	299.06	205.83	66.01	2,869.33
2045	1,363.20	863.98	-	69.12	316.48	187.89	67.33	2,868.00
2046	1,454.66	778.78	-	62.30	335.36	168.90	68.68	2,868.67
2047	1,551.93	687.86	-	55.03	355.68	148.78	70.05	2,869.33
2048	1,655.01	590.87	-	47.27	376.01	127.44	71.45	2,868.03
2049	1,765.34	487.43	-	38.99	399.23	104.88	72.88	2,868.75
2050	1,882.93	377.09	-	30.17	423.91	80.92	74.34	2,869.37
2051	2,007.78	259.41	-	20.75	450.05	55.49	75.83	2,869.30
2052	2,142.80	133.92	-	10.71	474.73	28.48	77.34	2,867.99
Totals	**$ 30,196.58**	**$ 36,349.19**	**$ (11.92)**	**$ 2,797.63**	**$ 6,856.66**	**$ 8,074.02**	**$ 1,766.85**	**$ 86,029.01**

[a] Interest Rate is calculated at 6.25% for illustrative purposes. Interest rate will be the actual interest rate on the Neighborhood Improvement Area #3 Bonds.

[b] Interest Rate is calculated at 6.00% which is less than 2% above the S&P Municipal Bond High Yield Index, which was 5.95% as of November 18, 2022.
[c] Interest Rate is calculated at the Additional Interest Rate.

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: $41,684.89

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 Initial Bonds				Neighborhood Improvement Area #3 Reimbursement Obligation			
Annual Installment Due	Principal	Interest [a]	Capitalized Interest	Additional Interest [c]	Principal	Interest [b]	Administrative Expenses	Annual Installment
2023	$ 1,267.39	$ 1,551.11	$ (13.41)	$ -	$ -	$ 338.12	$ 49.00	$ 3,192.20
2024	401.77	2,043.99	-	163.52	104.53	462.82	49.98	3,226.61
2025	427.91	2,018.87	-	161.51	111.06	456.55	50.98	3,226.88
2026	455.67	1,992.13	-	159.37	117.59	449.89	52.00	3,226.65
2027	486.70	1,963.65	-	157.09	124.13	442.83	53.04	3,227.44
2028	517.73	1,933.23	-	154.66	132.29	435.39	54.10	3,227.40
2029	552.03	1,900.87	-	152.07	140.46	427.45	55.18	3,228.06
2030	587.96	1,866.37	-	149.31	148.62	419.02	56.28	3,227.57
2031	625.53	1,829.62	-	146.37	158.42	410.10	57.41	3,227.46
2032	667.99	1,790.53	-	143.24	166.59	400.60	58.56	3,227.51
2033	710.45	1,748.78	-	139.90	178.02	390.60	59.73	3,227.49
2034	757.82	1,704.38	-	136.35	187.82	379.92	60.92	3,227.21
2035	808.45	1,657.01	-	132.56	197.62	368.65	62.14	3,226.43
2036	860.71	1,606.48	-	128.52	210.69	356.80	63.38	3,226.58
2037	917.87	1,552.69	-	124.22	223.75	344.15	64.65	3,227.34
2038	978.30	1,495.32	-	119.63	236.82	330.73	65.94	3,226.74
2039	1,043.63	1,434.18	-	114.73	251.52	316.52	67.26	3,227.85
2040	1,112.23	1,368.95	-	109.52	266.22	301.43	68.61	3,226.95
2041	1,185.72	1,299.44	-	103.96	282.55	285.46	69.98	3,227.10
2042	1,265.75	1,225.33	-	98.03	298.88	268.50	71.38	3,227.87
2043	1,349.05	1,146.22	-	91.70	316.85	250.57	72.81	3,227.19
2044	1,438.87	1,061.90	-	84.95	336.45	231.56	74.26	3,228.00
2045	1,533.60	971.98	-	77.76	356.04	211.37	75.75	3,226.50
2046	1,636.50	876.13	-	70.09	377.28	190.01	77.26	3,227.26
2047	1,745.92	773.84	-	61.91	400.14	167.37	78.81	3,228.00
2048	1,861.88	664.72	-	53.18	423.01	143.36	80.38	3,226.54
2049	1,986.01	548.36	-	43.87	449.14	117.98	81.99	3,227.35
2050	2,118.30	424.23	-	33.94	476.90	91.04	83.63	3,228.04
2051	2,258.76	291.84	-	23.35	506.30	62.42	85.30	3,227.97
2052	2,410.65	150.67	-	12.05	534.07	32.04	87.01	3,226.48
Totals	**$ 33,971.16**	**$ 40,892.83**	**$ (13.41)**	**$ 3,147.34**	**$ 7,713.74**	**$ 9,083.27**	**$ 1,987.71**	**$ 96,782.64**

[a] Interest Rate is calculated at 6.25% for illustrative purposes. Interest rate will be the actual interest rate on the Neighborhood Improvement Area #3 Bonds.

[b] Interest Rate is calculated at 6.00% which is less than 2% above the S&P Municipal Bond High Yield Index, which was 5.95% as of November 18, 2022.
[c] Interest Rate is calculated at the Additional Interest Rate.

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.

_____

_____

_____

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_____

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO

HAYS COUNTY, TEXAS

CONCERNING THE FOLLOWING PROPERTY

_____

PROPERTY ADDRESS

LOT TYPE 10 PRINCIPAL ASSESSMENT: $43,206.27

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 Initial Bonds				Neighborhood Improvement Area #3 Reimbursement Obligation			
Annual Installment Due	Principal	Interest [a]	Capitalized Interest	Additional Interest [c]	Principal	Interest [b]	Administrative Expenses	Annual Installment
2023	$ 1,313.64	$ 1,607.72	$ (13.90)	$ -	$ -	$ 350.46	$ 50.79	$ 3,308.71
2024	416.44	2,118.59	-	169.49	108.34	479.72	51.80	3,344.37
2025	443.52	2,092.56	-	167.40	115.11	473.22	52.84	3,344.65
2026	472.30	2,064.84	-	165.19	121.88	466.31	53.89	3,344.41
2027	504.47	2,035.32	-	162.83	128.66	459.00	54.97	3,345.23
2028	536.63	2,003.79	-	160.30	137.12	451.28	56.07	3,345.19
2029	572.18	1,970.25	-	157.62	145.58	443.05	57.19	3,345.87
2030	609.42	1,934.49	-	154.76	154.05	434.31	58.34	3,345.37
2031	648.36	1,896.40	-	151.71	164.21	425.07	59.50	3,345.25
2032	692.37	1,855.88	-	148.47	172.67	415.22	60.69	3,345.30
2033	736.38	1,812.60	-	145.01	184.52	404.86	61.91	3,345.28
2034	785.48	1,766.58	-	141.33	194.68	393.79	63.14	3,344.99
2035	837.95	1,717.49	-	137.40	204.83	382.11	64.41	3,344.19
2036	892.12	1,665.12	-	133.21	218.38	369.82	65.70	3,344.34
2037	951.37	1,609.36	-	128.75	231.92	356.71	67.01	3,345.12
2038	1,014.01	1,549.90	-	123.99	245.46	342.80	68.35	3,344.51
2039	1,081.72	1,486.52	-	118.92	260.70	328.07	69.72	3,345.65
2040	1,152.82	1,418.91	-	113.51	275.93	312.43	71.11	3,344.72
2041	1,229.00	1,346.86	-	107.75	292.86	295.87	72.53	3,344.88
2042	1,311.95	1,270.05	-	101.60	309.79	278.30	73.98	3,345.68
2043	1,398.28	1,188.05	-	95.04	328.41	259.72	75.46	3,344.97
2044	1,491.39	1,100.66	-	88.05	348.72	240.01	76.97	3,345.81
2045	1,589.57	1,007.45	-	80.60	369.04	219.09	78.51	3,344.26
2046	1,696.22	908.10	-	72.65	391.05	196.94	80.08	3,345.04
2047	1,809.64	802.09	-	64.17	414.75	173.48	81.68	3,345.81
2048	1,929.83	688.98	-	55.12	438.44	148.60	83.32	3,344.30
2049	2,058.49	568.37	-	45.47	465.53	122.29	84.98	3,345.13
2050	2,195.61	439.71	-	35.18	494.31	94.36	86.68	3,345.85
2051	2,341.19	302.49	-	24.20	524.78	64.70	88.42	3,345.78
2052	2,498.63	156.16	-	12.49	553.56	33.21	90.19	3,344.24
Totals	**$ 35,211.01**	**$ 42,385.31**	**$ (13.90)**	**$ 3,262.21**	**$ 7,995.27**	**$ 9,414.79**	**$ 2,060.25**	**$ 100,314.93**

[a] Interest Rate is calculated at 6.25% for illustrative purposes. Interest rate will be the actual interest rate on the Neighborhood Improvement Area #3 Bonds.

[b] Interest Rate is calculated at 6.00% which is less than 2% above the S&P Municipal Bond High Yield Index, which was 5.95% as of November 18, 2022.
[c] Interest Rate is calculated at the Additional Interest Rate.

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: $51,847.53

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 Initial Bonds				Neighborhood Improvement Area #3 Reimbursement Obligation			
Annual Installment Due	Principal	Interest [a]	Capitalized Interest	Additional Interest [c]	Principal	Interest [b]	Administrative Expenses	Annual Installment
2023	$ 1,576.37	$ 1,929.27	$ (16.68)	$ -	$ -	$ 420.55	$ 60.94	$ 3,970.45
2024	499.73	2,542.30	-	203.38	130.01	575.66	62.16	4,013.24
2025	532.23	2,511.07	-	200.89	138.14	567.86	63.40	4,013.58
2026	566.76	2,477.81	-	198.22	146.26	559.57	64.67	4,013.30
2027	605.36	2,442.38	-	195.39	154.39	550.79	65.97	4,014.28
2028	643.96	2,404.55	-	192.36	164.54	541.53	67.29	4,014.23
2029	686.61	2,364.30	-	189.14	174.70	531.66	68.63	4,015.05
2030	731.31	2,321.39	-	185.71	184.86	521.18	70.00	4,014.44
2031	778.03	2,275.68	-	182.05	197.05	510.09	71.40	4,014.30
2032	830.84	2,227.05	-	178.16	207.20	498.26	72.83	4,014.36
2033	883.66	2,175.13	-	174.01	221.42	485.83	74.29	4,014.34
2034	942.57	2,119.90	-	169.59	233.61	472.55	75.77	4,013.99
2035	1,005.55	2,060.99	-	164.88	245.80	458.53	77.29	4,013.03
2036	1,070.55	1,998.14	-	159.85	262.05	443.78	78.84	4,013.21
2037	1,141.65	1,931.23	-	154.50	278.30	428.06	80.41	4,014.15
2038	1,216.81	1,859.88	-	148.79	294.55	411.36	82.02	4,013.41
2039	1,298.07	1,783.83	-	142.71	312.84	393.69	83.66	4,014.78
2040	1,383.39	1,702.70	-	136.22	331.12	374.92	85.33	4,013.67
2041	1,474.80	1,616.24	-	129.30	351.43	355.05	87.04	4,013.86
2042	1,574.34	1,524.06	-	121.92	371.75	333.96	88.78	4,014.82
2043	1,677.94	1,425.66	-	114.05	394.09	311.66	90.56	4,013.97
2044	1,789.67	1,320.79	-	105.66	418.47	288.01	92.37	4,014.97
2045	1,907.49	1,208.94	-	96.72	442.85	262.90	94.22	4,013.11
2046	2,035.47	1,089.72	-	87.18	469.25	236.33	96.10	4,014.05
2047	2,171.57	962.50	-	77.00	497.69	208.18	98.02	4,014.97
2048	2,315.80	826.78	-	66.14	526.13	178.32	99.98	4,013.16
2049	2,470.19	682.04	-	54.56	558.64	146.75	101.98	4,014.16
2050	2,634.73	527.66	-	42.21	593.17	113.23	104.02	4,015.02
2051	2,809.43	362.99	-	29.04	629.74	77.64	106.10	4,014.93
2052	2,998.35	187.40	-	14.99	664.27	39.86	108.22	4,013.09
Totals	**$ 42,253.21**	**$ 50,862.37**	**$ (16.68)**	**$ 3,914.65**	**$ 9,594.32**	**$ 11,297.75**	**$ 2,472.30**	**$ 120,377.91**

[a] Interest Rate is calculated at 6.25% for illustrative purposes. Interest rate will be the actual interest rate on the Neighborhood Improvement Area #3 Bonds.

[b] Interest Rate is calculated at 6.00% which is less than 2% above the S&P Municipal Bond High Yield Index, which was 5.95% as of November 18, 2022.
[c] Interest Rate is calculated at the Additional Interest Rate.

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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_____

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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 Initial Bonds				Neighborhood Improvement Area #3 Reimbursement Obligation			
Annual Installment Due	Principal	Interest [a]	Capitalized Interest	Additional Interest [c]	Principal	Interest [b]	Administrative Expenses	Annual Installment
2023	$ 1,982.66	$ 2,426.51	$ (20.98)	$ -	$ -	$ 528.94	$ 76.65	$ 4,993.78
2024	628.52	3,197.55	-	255.80	163.52	724.03	78.18	5,047.60
2025	669.40	3,158.26	-	252.66	173.74	714.22	79.75	5,048.03
2026	712.84	3,116.43	-	249.31	183.96	703.79	81.34	5,047.67
2027	761.38	3,071.87	-	245.75	194.18	692.76	82.97	5,048.91
2028	809.93	3,024.29	-	241.94	206.95	681.10	84.63	5,048.84
2029	863.58	2,973.67	-	237.89	219.73	668.69	86.32	5,049.88
2030	919.79	2,919.69	-	233.58	232.50	655.50	88.05	5,049.11
2031	978.55	2,862.21	-	228.98	247.83	641.55	89.81	5,048.93
2032	1,044.98	2,801.05	-	224.08	260.61	626.68	91.60	5,049.01
2033	1,111.41	2,735.74	-	218.86	278.49	611.05	93.43	5,048.98
2034	1,185.51	2,666.27	-	213.30	293.82	594.34	95.30	5,048.54
2035	1,264.71	2,592.18	-	207.37	309.15	576.71	97.21	5,047.33
2036	1,346.47	2,513.13	-	201.05	329.59	558.16	99.15	5,047.56
2037	1,435.89	2,428.98	-	194.32	350.03	538.38	101.14	5,048.74
2038	1,530.43	2,339.24	-	187.14	370.47	517.38	103.16	5,047.82
2039	1,632.63	2,243.58	-	179.49	393.47	495.15	105.22	5,049.54
2040	1,739.94	2,141.55	-	171.32	416.46	471.55	107.33	5,048.14
2041	1,854.91	2,032.80	-	162.62	442.01	446.56	109.47	5,048.38
2042	1,980.10	1,916.87	-	153.35	467.56	420.04	111.66	5,049.58
2043	2,110.41	1,793.11	-	143.45	495.66	391.98	113.90	5,048.51
2044	2,250.93	1,661.21	-	132.90	526.32	362.24	116.17	5,049.78
2045	2,399.12	1,520.53	-	121.64	556.98	330.66	118.50	5,047.44
2046	2,560.08	1,370.58	-	109.65	590.20	297.25	120.87	5,048.62
2047	2,731.27	1,210.58	-	96.85	625.97	261.83	123.29	5,049.78
2048	2,912.67	1,039.87	-	83.19	661.74	224.28	125.75	5,047.50
2049	3,106.85	857.83	-	68.63	702.62	184.57	128.27	5,048.76
2050	3,313.80	663.65	-	53.09	746.05	142.41	130.83	5,049.84
2051	3,533.53	456.54	-	36.52	792.04	97.65	133.45	5,049.73
2052	3,771.14	235.70	-	18.86	835.48	50.13	136.12	5,047.41
Totals	**$ 53,143.42**	**$ 63,971.48**	**$ (20.98)**	**$ 4,923.60**	**$ 12,067.13**	**$ 14,209.59**	**$ 3,109.51**	**$ 151,403.75**

[a] Interest Rate is calculated at 6.25% for illustrative purposes. Interest rate will be the actual interest rate on the Neighborhood Improvement Area #3 Bonds.

[b] Interest Rate is calculated at 6.00% which is less than 2% above the S&P Municipal Bond High Yield Index, which was 5.95% as of November 18, 2022.
[c] Interest Rate is calculated at the Additional Interest Rate.

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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_____

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 Initial Bonds				Neighborhood Improvement Area #3 Reimbursement Obligation			
Annual Installment Due	Principal	Interest [a]	Capitalized Interest	Additional Interest [c]	Principal	Interest [b]	Administrative Expenses	Annual Installment
2023	$ 2,265.90	$ 2,773.16	$ (23.98)	$ -	$ -	$ 604.51	$ 87.60	$ 5,707.18
2024	718.31	3,654.34	-	292.35	186.88	827.46	89.35	5,768.69
2025	765.03	3,609.45	-	288.76	198.56	816.25	91.14	5,769.18
2026	814.67	3,561.63	-	284.93	210.24	804.33	92.96	5,768.77
2027	870.15	3,510.71	-	280.86	221.92	791.72	94.82	5,770.18
2028	925.63	3,456.33	-	276.51	236.52	778.41	96.72	5,770.10
2029	986.95	3,398.48	-	271.88	251.12	764.21	98.65	5,771.29
2030	1,051.19	3,336.79	-	266.94	265.72	749.15	100.62	5,770.41
2031	1,118.35	3,271.09	-	261.69	283.24	733.20	102.64	5,770.21
2032	1,194.27	3,201.20	-	256.10	297.84	716.21	104.69	5,770.30
2033	1,270.19	3,126.56	-	250.12	318.28	698.34	106.78	5,770.27
2034	1,354.87	3,047.17	-	243.77	335.80	679.24	108.92	5,769.77
2035	1,445.38	2,962.49	-	237.00	353.32	659.10	111.10	5,768.38
2036	1,538.82	2,872.15	-	229.77	376.68	637.90	113.32	5,768.64
2037	1,641.02	2,775.98	-	222.08	400.04	615.30	115.59	5,769.99
2038	1,749.06	2,673.41	-	213.87	423.40	591.29	117.90	5,768.93
2039	1,865.86	2,564.10	-	205.13	449.68	565.89	120.25	5,770.90
2040	1,988.50	2,447.48	-	195.80	475.95	538.91	122.66	5,769.30
2041	2,119.90	2,323.20	-	185.86	505.15	510.35	125.11	5,769.57
2042	2,262.98	2,190.71	-	175.26	534.35	480.04	127.62	5,770.95
2043	2,411.89	2,049.27	-	163.94	566.47	447.98	130.17	5,769.73
2044	2,572.49	1,898.53	-	151.88	601.51	413.99	132.77	5,771.18
2045	2,741.85	1,737.75	-	139.02	636.55	377.90	135.43	5,768.50
2046	2,925.81	1,566.38	-	125.31	674.51	339.71	138.13	5,769.86
2047	3,121.45	1,383.52	-	110.68	715.39	299.24	140.90	5,771.17
2048	3,328.76	1,188.43	-	95.07	756.27	256.31	143.72	5,768.57
2049	3,550.68	980.38	-	78.43	802.99	210.94	146.59	5,770.01
2050	3,787.20	758.46	-	60.68	852.63	162.76	149.52	5,771.25
2051	4,038.32	521.76	-	41.74	905.19	111.60	152.51	5,771.12
2052	4,309.87	269.37	-	21.55	954.83	57.29	155.56	5,768.47
Totals	**$ 60,735.34**	**$ 73,110.26**	**$ (23.98)**	**$ 5,626.97**	**$ 13,791.01**	**$ 16,239.53**	**$ 3,553.72**	**$ 173,032.85**

[a] Interest Rate is calculated at 6.25% for illustrative purposes. Interest rate will be the actual interest rate on the Neighborhood Improvement Area #3 Bonds.

[b] Interest Rate is calculated at 6.00% which is less than 2% above the S&P Municipal Bond High Yield Index, which was 5.95% as of November 18, 2022.
[c] Interest Rate is calculated at the Additional Interest Rate.

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: $1,057,559.90

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:

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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 §

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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:

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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

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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_____

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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

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Date: 12/06/2022

Requested By: Jeff McGill

Sponsor: Commissioner Shell

Agenda Item:

Discussion and possible action to authorize the County Judge to execute a Service Order Agreement with Astound Business Solutions related to Dark Fiber needed for technology infrastructure at the new Elections/IT Building located at 120 Stagecoach Trail in San Marcos; authorize a discretionary exemption pursuant to Texas Local Government Code Chpt. 262.024 (a) (7) (D). **SHELL/McGILL**

Summary:

On January 18, 2022 the Court authorized a contract for data, phone and security services for the new Elections/IT Building. The upgrade to dark fiber will give the IT Department better control of the network security and the added speed for countywide backups and disaster recovery. Once the dark fiber connection is complete, the existing contract will be terminated which is $165 per month less than the current contract.

Fiscal Impact:

Amount Requested: None
Line Item Number: 001-655-00.5489
001-680-00.5489

Budget Office:

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

Auditor's Office:

Purchasing Guidelines Followed Y/N?: Requires a discretionary exemption pursuant to Texas Local Government Code Chapter 262.024 (a) (7) (D) for captive replacement parts or components for equipment.
G/L Account Validated Y/N?: Yes, Telephone Expense
New Revenue Y/N?: N/A
Comments:

Attachments

contract
service order

Astound Business Solutions Powered by RCN | GRANDE | wave

MASTER SERVICES AGREEMENT FOR ENTERPRISE SERVICES – GOVERNMENTAL CUSTOMER

This Master Services Agreement for Enterprise Services (this "**MSA**") is entered into as of this 1st day of December, 2022 (the "**Effective Date**"), by and between ASTOUND BUSINESS SOLUTIONS, LLC, a Delaware limited liability company, acting on behalf of itself and as agent for its Affiliates (collectively, "**Provider**"), and Hays County, Texas, a Texas governmental entity ("**Customer**"). For purposes of this MSA, the term "**Affiliate**" shall mean any other person which directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, the first person or any of its subsidiaries. Affiliates of Astound Business Solutions, LLC include, but are not limited to (i) RCN Telecom Services, LLC, (ii) Grande Communications Networks, LLC, and (iii) Wave Business Solutions, LLC. Each of Provider and Customer may be referred to in this MSA as a "**Party**" and together as the "**Parties**."

ARTICLE 1 – STRUCTURE OF AGREEMENT

1.1 Purpose of MSA. Provider and its Affiliates provide various facilities-based telecommunications services, including Ethernet transport, dedicated internet access, phone over fiber, dark fiber, and related services (as applicable, the "**Services**"). This MSA is neither an agreement to purchase nor a commitment to provide Services. The purpose of this MSA is to provide the general terms, conditions and framework within which Customer and its Affiliates may from time to time purchase Services from Provider and its Affiliates, pursuant to one or more "**Service Orders**," as described in Section 1.2 below.

1.2 Service Orders. The purchase of Services shall be accomplished only through the negotiation and mutual execution and delivery of a Service Order memorializing the terms and conditions pursuant to which Provider shall provide the desired Services to Customer. Service Orders shall clearly specify the following: (i) the type of Service at issue (e.g., Internet access, data transport, VoIP, dark fiber, etc.); (ii) the location(s) at which the Service is to be provided (each, a "**Service Site**"); (iii) the initial term of the Service Order (the "**Initial Service Term**"); (iv) the pricing for the Service, including (a) the monthly recurring charges ("**MRC**") for the Service, and (b) any non-recurring charges ("**NRC**") associated with installation of the Service; and (v) any other terms or conditions specific to the particular Service Order. Each fully-executed Service Order shall be governed by and become part of this MSA, and this MSA together with all fully-executed Service Orders shall be collectively referred to as the "**Agreement**." Depending on the location of the Service Site, in some instances Services may be provided by an Affiliate of Provider.

1.3 Additional Documents Comprising Agreement; Order of Precedence. If one or more Service Level Agreements are attached to this MSA as Exhibits (the "**SLA**"), the SLA constitutes a part of this MSA. Customer's use of any Services purchased pursuant to the Agreement will also be governed by Provider's Acceptable Use Policy for Commercial Services (the "**AUP**") which is posted on Provider's website at http://www.astound.com/business/aup. Additional provisions that are applicable only to specific types of Services are contained in Provider's Service-Specific Terms and Conditions (the "**Service-Specific T&Cs**") which is posted on Provider's website at http://www.astound.com/business/service-terms. In the event of a conflict between the provisions of any of the foregoing documents, the documents shall have the following order of precedence unless expressly stated otherwise in a particular Service Order: (i) this MSA (including the SLA); (ii) the applicable Service Order; (iii) the AUP; and (iv) the Service-Specific T&Cs.

ARTICLE 2 – TERM AND RENEWAL

2.1 Term of MSA. The term of this MSA (the "**MSA Term**") shall be for five (5) years, commencing on the Effective Date and expiring on the date that is one day prior to the fifth (5th) anniversary of the Effective Date. Notwithstanding the foregoing, so long as any one or more Service Orders entered into pursuant to this MSA remain in effect, this MSA shall not terminate with respect to said Service Orders but shall continue to govern same until the expiration or termination of said Service Orders.

2.2 Term of Service Orders. The Initial Service Term of each Service Order shall be as specified in the Service Order. Upon expiration of the Initial Service Term, unless either Party terminates the Service Order by giving written notice of termination to the other Party not less than thirty (30) days prior to the end of the Initial Service Term, this Service Order will begin to automatically renew on a month-to-month basis (the "**Renewal Term**"). During the Renewal Term, either Party may terminate this Service Order by giving no less than thirty (30) days' advance written notice of termination to the other Party. Written notice of termination by Customer must be given to Provider by completing and submitting the online "Change of Service" form on the

Astound Business Solutions website located at http://www.astound.com/business/support/macd. The total period of time a Service Order is in effect is referred to as the "**Service Term**" for the Service Order at issue.

ARTICLE 3 – INSTALLATION, TESTING, ACCEPTANCE AND USE

3.1 Service Site; Demarcation Points; Equipment. Unless a Service Site is within Provider's control, Customer shall provide Provider with access to the Service Site as and to the extent reasonably necessary for Provider to install, test, inspect and maintain the Service(s) ordered during the Service Term. Unless otherwise stated in a Service Order: (i) Provider shall be solely responsible for the provision, operation and maintenance of all equipment and facilities (the "**Provider Equipment**") necessary to connect Provider's network facilities to the Customer demarcation point(s) at the Service Site (the "**Demarcation Point(s)**"); and (ii) Customer shall be solely responsible for the provision, operation and maintenance of all equipment and facilities (the "**Customer Equipment**") from the Demarcation Point(s) to Customer's internal network. Unless a Service Site is within Provider's control, Customer shall be responsible for maintaining appropriate conditions at the Service Site, including HVAC, electrical power, and security. Title to the Provider Equipment shall at all times remain vested in Provider. Customer shall not re-arrange, disconnect, tamper with, attempt to repair, or otherwise interfere with the Provider Equipment, nor shall Customer permit any third party to do so.

3.2 Testing, Acceptance and Service Commencement Date. Provider shall use commercially reasonable efforts to install the Services consistent with Provider's usual and customary installation timeline, and shall endeavor to keep Customer regularly informed regarding installation progress. Provider shall notify Customer when a Service has been installed and is ready for testing and use. Customer may, at Customer's option, participate in Provider's final testing of the Service. For Services having a committed bandwidth, the committed information rate shall be measured at the Ethernet layer and includes the Ethernet frame itself. The Initial Service Term for the Service at issue shall commence on the date on which the Service has been installed, tested and is active and available for use by Customer (the "**Service Commencement Date**"). Customer shall have a period of five (5) business days after the Service Commencement Date in which Customer may notify Provider that the Service at issue is not functioning properly. If Customer notifies Provider of problems with a Service pursuant to this Section 3.2, Provider shall investigate and correct same and the Service Commencement Date shall be revised to be the first calendar day after the date on which Provider has corrected the problems. Unless Customer delivers notification of problems to Provider within the time period set forth above, Customer shall be deemed to have accepted the Service at issue and to have confirmed that the Service has been installed and is functioning properly as of the Service Commencement Date.

3.3 No Sub-Licensing; Non-Compete. Any Services provided to Customer pursuant to the Agreement are for the sole benefit of Customer. Customer shall not grant to any third party the right to use any of the Services, regardless of whether such grant were to take the form of a license, sublicense, lease, sublease, or any other form. Nor shall Customer use the Services for commercial purposes that are competitive with Provider's business (e.g., use the Services to sell Internet access services, point-to-point data transport services, VoIP services, etc., to third parties within Provider's service area).

ARTICLE 4 – PAYMENT AND BILLING

4.1 Invoicing. All amounts owed by Customer to Provider under the Agreement shall be collectively referred to as "**Fees**." Provider shall begin billing Customer for the MRC applicable to a Service as of the Service Commencement Date. Invoices shall be delivered monthly, and shall be paid by Customer within thirty (30) days of receipt. Fixed Fees shall be billed in advance and usage-based Fees shall be billed in arrears. Fixed fees for any partial month shall be pro-rated. For Services having an NRC, unless otherwise stated in the Service Order, Provider shall invoice Customer for the NRC upon full-execution of the Service Order. Unless otherwise specifically set forth herein, Customer's payment for any Services purchased by Customer under this Agreement shall be governed by Chapter 2251 of the Texas Government Code. Interestcharges for any overdue payments shall be paid by Customer in accordance with Texas Government Code Section 2251.025.

4.2 Disputed Invoices. If Customer in good faith disputes any portion of a Provider invoice, Customer shall pay the undisputed portion of the invoice and submit written notice to Provider regarding the disputed amount, which notice shall include documentation supporting the alleged billing error (each such notice, a "**Fee Dispute Notice**"). A Fee Dispute Notice must be submitted to Provider within thirty (30) days from the date the invoice at issue is received by Customer. Customer waives the right to dispute any Fees not disputed within such thirty (30) day period. The Parties shall negotiate in good faith to attempt to resolve

any such disputes within sixty (60) days after Customer's delivery of the applicable Fee Dispute Notice.

4.3 Applicable Taxes. All charges for Services set forth in Service Orders are exclusive of Applicable Taxes (as defined below). Except for taxes based on Provider's net income or taxes for which Customer possesses a valid exemption certificate, Customer shall be responsible for payment of all applicable taxes and regulatory fees, however designated, that arise in any jurisdiction, including, without limitation, value added, consumption, sales, use, gross receipts, excise, access, bypass, or other taxes, fees, assessments, duties, charges or surcharges, that are imposed on, incident to, or based upon the provision, sale, or use of the Service(s) (collectively "**Applicable Taxes**"). The Applicable Taxes will be individually identified on invoices. If Customer is entitled to an exemption from any Applicable Taxes, Customer is responsible for presenting Provider with a valid exemption certificate (in a form reasonably acceptable to Provider). Provider will give prospective effect to any valid exemption certificate provided in accordance with the preceding sentence.

ARTICLE 5 – DEFAULT AND REMEDIES

5.1 Customer Default. Each of the following shall constitute a default by Customer under the Agreement (each a separate event of "**Default**"): (i) if Customer fails to pay any undisputed Fees when due, the failure of Customer to cure same within ten (10) days after receiving written notice from Provider regarding such failure to pay; (ii) if Customer fails to comply with any other material provision of the Agreement, the failure of Customer to cure same within thirty (30) days of receiving written notice from Provider regarding such non-compliance; or (iii) if Customer files or initiates proceedings, or has proceedings initiated against it, seeking liquidation, reorganization or other relief (such as the appointment of a trustee, receiver, liquidator, custodian or other such official) under any bankruptcy, insolvency or other similar law, and the same is not dismissed within sixty (60) days.

5.2 Remedies for Customer Default. In the event of a Default by Customer under the Agreement, Provider may, at its option: (i) suspend any applicable Services until such time as the Customer Default has been corrected (provided, however, that any suspension shall not relieve Customer's on-going obligation to pay Provider all Fees and other amounts due under the Agreement as if such suspension of Services had not taken place); (ii) terminate the applicable Service(s) and/or the applicable Service Order(s); (iii) after the occurrence of any two Customer Defaults in any twelve (12) month period, terminate all Service Orders entered into with Customer; and/or (iv) pursue any other remedy available to Provider under the Agreement or applicable law. In the event of early termination for Customer Default pursuant to this Section 5.2, Customer shall pay to Provider the Termination Charge described in Section 6.3 below.

5.3 Provider Default. Each of the following shall constitute a Default by Provider under the Agreement: (i) if Provider fails to comply with any material provision of the Agreement other than provisions of the SLA, the failure by Provider to cure same within thirty (30) days of receiving written notice from Customer regarding such non-compliance; or (ii) Provider files or initiates proceedings, or has proceedings initiated against it, seeking liquidation, reorganization or other relief (such as the appointment of a trustee, receiver, liquidator, custodian or other such official) under any bankruptcy, insolvency or other similar law, and the same is not dismissed within sixty (60) days.

5.4 Remedies for Provider Default. In the event of a Default by Provider under the Agreement Customer may, at its option: (i) terminate the applicable Service(s) and/or the applicable Service Order(s); and/or (ii) pursue any other remedy available to Customer under the Agreement or applicable law. Early termination by Customer shall be accomplished by providing termination notice to Customer's account manager and to the notice address specified in Article 13 below. In the event of early termination for Provider Default pursuant to this Section 5.4, Provider shall reimburse Customer for any pre-paid, unused monthly service Fees attributable to the terminated Service(s) and/or Service Order(s), and Customer shall have no further liability to Provider for the terminated Service(s) and/or Service Order(s). Early termination by Customer pursuant to this Section 5.4 shall not relieve Customer of its obligations to pay all Fees incurred prior to the early termination date.

ARTICLE 6 – EARLY TERMINATION & PORTABILITY

6.1 Early Termination for Non-Appropriation. Customer is a public entity subject to legislative appropriation requirements. As a general matter, Customer cannot legally be obligated to make payments for Services that are provided after the end of the fiscal period in which Customer executes a particular Service Order. In the event that, for any future fiscal period, sufficient funds are not appropriated or allocated for payment of any one or more Service Orders, Customer may terminate the Service Order at

issue as a matter of public convenience as provided herein without incurring a Termination Charge or any other early termination fee. If and when Customer becomes aware that non-allocation of funds for the coming fiscal period appears likely, Customer shall use reasonable efforts to notify Provider of that possibility prior to the end of the then-current fiscal period. Once the non-appropriation decision has been made, Customer shall, as soon as reasonably practicable, deliver written notice of termination for non-appropriation to Provider specifying which Service or Services and/or which Service Order or Service Orders are being terminated for non-appropriation and the date on which such early termination shall occur. Customer shall remain obligated to pay for all Services delivered through the date of termination.

6.2 Early Termination for Customer Convenience. Customer may, at any time after executing a Service Order, discontinue one or more of the Services ordered and/or terminate the Service Order by giving at least thirty (30) days' advance written notice to Provider by completing and submitting the online "Change of Service" form on the Astound Business Solutions website located at http://www.astound.com/business/support/macd. Any early termination of a Service pursuant to this Section 6.2 shall be referred to as "**Termination for Customer Convenience**." In the event of Termination for Customer Convenience, Customer shall pay to Provider the Termination Charge described in Section 6.4 below.

6.3 Early Termination for Default. In accordance with Article 5 above, either Party may elect to terminate one or more Service Orders prior to the scheduled expiration date in the event of an uncured Default by the other Party.

6.4 Termination Charge. In the event of Termination for Customer Convenience pursuant to Section 6.2 above, or termination for Customer Default pursuant to Section 5.2 above, Customer shall pay a Termination Charge to Provider. The "**Termination Charge**" shall equal the sum of the following: (i) all unpaid amounts for Services actually provided prior to the termination date; (ii) any portion of the NRC for the terminated Service(s) that has not yet been paid to Provider; (iii) with respect to off-net Services only, any documented cancellation or termination charges or fees imposed on Provider by any third party in connection with the early termination of the Services; and (iv) one hundred percent (100%) of all remaining MRCs Customer was to pay Provider for the Service during the remainder of the applicable Service Term. If incurred, the Termination Charge will be due and payable by Customer within thirty (30) days after the termination date of the Service at issue. Customer acknowledges that the calculation of the Termination Charge is a genuine estimate of Provider's actual damages and is not a penalty.

6.5 Portability; Substitution of Services. At any time during the Service Term of a Service Order, Customer may elect to substitute new Services for then-existing Services. In such event, Provider will waive the Termination Charge associated with the termination of the then-existing Services as long as: (i) the Fees payable to Provider in connection with the substitute Services are equal to or greater than the Fees of the discontinued Services; (ii) Customer commits to retain the substitute Services for a period equal to or greater than the remainder of the Service Term for the discontinued Services; (iii) Customer pays all applicable installation and other NRCs, if any, for provision of the substitute Services; and (iv) Customer reimburses Provider for all reasonable and documented engineering, installation and construction costs associated with the discontinued Services, calculated on a time and materials basis, that have not already been recovered by Provider by the time of the substitution.

ARTICLE 7 – CONFIDENTIAL INFORMATION

7.1 Definition of Confidential Information. "**Confidential Information**" shall mean all information, including the Agreement, regarding the telecommunications needs of Customer and the Services that Provider offers under the Agreement which is disclosed by one Party ("**Disclosing Party**") to the other Party ("**Receiving Party**"), to the extent that such information is marked or identified as confidential or proprietary or would be reasonably deemed confidential or proprietary given the circumstances surrounding its disclosure. All written or oral pricing and contract proposals, as well as network maps or diagrams exchanged between the Parties shall be deemed Confidential Information, whether or not so designated. The fact that Customer is a customer of Provider shall not be deemed Confidential Information and may be freely disclosed by either Party. Information shall not be deemed Confidential Information if (i) it is independently developed by or for the Receiving Party, (ii) it is lawfully received by the Receiving Party free of any obligation to keep it confidential, (iii) it becomes generally available to the public other than by breach of the Agreement, or (iv) it was known to the Receiving Party prior to the Disclosing Party's disclosure of same.

7.2 Obligations Regarding Confidential Information. Confidential Information is the property of the Disclosing Party and shall be returned to the Disclosing Party upon request. The Receiving Party shall hold all Confidential Information in confidence. The

Receiving Party: (i) shall use such Confidential Information only for the purposes of performing its obligations and/or enforcing its rights under the Agreement; (ii) shall reproduce such Confidential Information only to the extent necessary for such purposes; (iii) shall restrict disclosure of such Confidential Information to employees, contractors, advisors or consultants that have a need to know for such purposes (with disclosure to contractors, advisors and consultants being limited to contractors, advisors and consultants that have signed a non-disclosure agreement to protect the Confidential Information of third parties); (iv) shall not disclose Confidential Information to any third party without prior written approval of the Disclosing Party except as expressly provided in the Agreement or as required by law, by court order, by administrative order of an agency having jurisdiction, or in the enforcement of its rights under the Agreement; and (v) shall use at least the same degree of care (in no event less than reasonable care) as it uses with regard to its own proprietary or confidential information to prevent the disclosure, unauthorized use or publication of Confidential Information. In the event a Receiving Party is required to disclose Confidential Information of the Disclosing Party pursuant to law, court order or administrative order of an agency having jurisdiction, the Receiving Party will, if such notice is permitted by law, notify the Disclosing Party of the required disclosure with sufficient time for the Disclosing Party to seek judicial relief from the required disclosure, and reasonably cooperate with the Disclosing Party in any efforts the Disclosing Party may take to obtain protective measures in respect to the required disclosure. The Parties agree that breach of this Article 7 may cause irreparable injury for which monetary damages are not an adequate remedy; accordingly, each Party may seek injunctive relief and any other available equitable remedies to enforce the provisions of this Article 7.

7.3 Public Information Act. Notwithstanding anything to the contrary contained elsewhere in this Article 7, the Parties understand and acknowledge that Customer is a governmental entity, and that Texas law limits the ability of Customer to shield from public disclosure any information given to Customer. Accordingly, the Parties agree to work together to avoid disclosures to Customer by Provider of confidential information which would result in economic loss or damage to Provider if such information were to be disclosed to third persons by Customer pursuant to a request submitted under the Public Information Act, Texas Government Code Chapter 552, or other similar public disclosure law. In the event that Customer receives a request pursuant to the Public Information Act (or other similar law) to disclose information identified by Provider in writing as confidential, Customer's sole obligations to Provider shall be: (i) to promptly notify Provider; and (ii) to refrain from disclosing such records for a period of up to ten (10) business days to allow Provider an opportunity to seek legal protection against disclosure from a court of competent jurisdiction. Customer will not be required to withhold requested records beyond the ten (10) business days unless it may do so based on good faith reliance upon an exception to disclosure under the Public Information Act, or unless Customer is ordered to withhold disclosure by the order of a court having competent jurisdiction. Customer may, but shall not be required, to join in any legal proceedings relating to the requested disclosure unless required to do so by the court. In the event that Provider initiates legal proceedings, or Customer initiates legal proceedings or withholds requested records at Provider's request, Provider shall indemnify and hold Customer harmless from and against all costs, attorneys' fees, expenses, liabilities, damages or other liabilities Customer may incur due to the legal proceedings initiated at and/or Customer's withholding of records at Provider's request. Customer shall not be liable to Provider for any loss, cost or expense relating to the disclosure of requested records if Provider fails to obtain legal protection against disclosure and Customer releases the records in good faith.

ARTICLE 8 – LIMITATION OF LIABILITY

8.1 General Limitations. Provider shall not be liable for any loss or damage occasioned by a Force Majeure Event. Except as expressly provided to the contrary elsewhere in the Agreement, Provider's aggregate liability for any and all causes and claims arising under the Agreement, whether based in contract, tort, warranty or otherwise shall be limited to the lesser of: (i) the actual direct damages sustained by Customer; or (ii) an amount equivalent to the total MRC received by Provider from Customer for the Service(s) at issue during the preceding twelve (12) month period.

8.2 Service Level Agreement. Should Provider fail, on any one or more occasions, to deliver any one or more Services to Customer in accordance with all of the terms and conditions contained in the applicable SLA, Customer's sole and exclusive remedy for such failure shall be as set forth in the SLA. No such failure shall be considered a Default by Provider under the Agreement.

8.3 No Special Damages. EXCEPT FOR (i) EACH PARTY'S CONFIDENTIALITY OBLIGATIONS UNDER ARTICLE 7 ABOVE, (ii) EACH PARTY'S THIRD-PARTY INDEMNIFICATION OBLIGATIONS UNDER ARTICLE 9 BELOW, AND (iii) CLAIMS ARISING FROM A PARTY'S INTENTIONAL MISCONDUCT, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES WHATSOEVER, ARISING OUT OF OR INCURRED IN CONNECTION

WITH A PARTY'S PERFORMANCE OR FAILURE TO PERFORM UNDER THIS AGREEMENT, INCLUDING, BY WAY OF EXAMPLE AND NOT BY WAY OF LIMITATION, LOST PROFITS, LOST REVENUE, LOSS OF GOODWILL, LOSS OF ANTICIPATED SAVINGS, LOSS OF BUSINESS OPPORTUNITY, LOSS OF DATA OR COST OF PURCHASING REPLACEMENT SERVICES, EVEN IF THE OTHER PARTY HAD BEEN ADVISED, KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH SPECIAL DAMAGES.

8.4 Disclaimer of Warranties. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, PROVIDER MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, EITHER IN FACT OR BY OPERATION OF LAW, AS TO THE DESCRIPTION, QUALITY, MERCHANTABILITY, COMPLETENESS, FITNESS FOR A PARTICULAR PURPOSE OR USE OF ANY SERVICES PROVIDED PURSUANT TO THIS AGREEMENT.

8.5 Assumption of Risk. PROVIDER HAS NO CONTROL OVER AND EXPRESSLY DISCLAIMS ANY LIABILITY OR RESPONSIBILITY WHATSOEVER FOR THE CONTENT OF ANY INFORMATION TRANSMITTED OR RECEIVED BY CUSTOMER THROUGH THE SERVICES, SERVICE INTERRUPTIONS ATTRIBUTABLE TO CUSTOMER'S NETWORK, ANY CUSTOMER EQUIPMENT FAILURES, OR ANY OTHER SUCH CAUSES, AND CUSTOMER USES THE SERVICES AT CUSTOMER'S OWN RISK. CUSTOMER SHALL BE RESPONSIBLE FOR THE SECURITY, CONFIDENTIALITY AND INTEGRITY OF INFORMATION CUSTOMER TRANSMITS OR RECEIVES USING ANY SERVICES.

8.6 Disclaimer Regarding HIPAA Compliance. If and to the extent Customer is a covered entity under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), and needs its business associates to comply with HIPAA, Provider hereby notifies Customer that Provider's operations are not compliant with HIPAA. Provider's operations are generally exempt from HIPAA pursuant to the conduit exception. However, if and to the extent the Services provided pursuant to any Service Order would not qualify for the conduit exception, Provider's operations with respect to the Services are not HIPAA complaint. Provider will not execute a business associate agreement under HIPAA.

ARTICLE 9 –INDEMNIFICATION FOR THIRD PARTY CLAIMS

9.1 Indemnification by Customer. To the extent permitted by law, and without requiring the establishment of a sinking fund, Customer shall indemnify, defend and hold Provider and its members, managers, officers, agents and employees (collectively, the "**Provider Indemnified Parties**") harmless from and against any and all claims, lawsuits or damages asserted against the Provider Indemnified Parties by any third-party to the extent the same arise out of or are due to: (i) Customer's negligence or willful misconduct in exercising its rights or performing its obligations under the Agreement; (ii) Customer's noncompliance with or Default under the Agreement; and/or (iii) Customer's failure to comply with applicable law in connection with its performance under the Agreement.

9.2 Indemnification by Provider. Provider shall indemnify, defend and hold Customer and its members, managers, officers, agents and employees (collectively, the "**Customer Indemnified Parties**") harmless from and against any and all claims, lawsuits or damages asserted against the Customer Indemnified Parties by any third-party to the extent the same arise out of or are due to: (i) Provider's negligence or willful misconduct in exercising its rights and performing its obligations under the Agreement; (ii) Provider's noncompliance with or Default under the Agreement; and/or (iii) Provider's failure to comply with applicable law in connection with its performance under the Agreement.

9.3 Indemnification Procedures for Third-Party Claims. Should any third-party claim arise under this Article 9, the indemnified Party shall promptly notify the indemnifying Party of same in writing, and shall take such action as may be necessary to avoid default or other adverse consequences in connection with such claim. The indemnifying Party shall have the right to select counsel and to control the defense and settlement of such claim; provided, however, that the indemnified Party shall be entitled to participate in the defense of such claim and to employ counsel at its own expense to assist in handling the claim, and provided further, that the indemnifying Party shall not take any action in defense or settlement of the claim that would negatively impact the indemnified Party without the consent of the indemnified Party. The indemnified Party shall reasonably cooperate with the indemnifying Party in the defense of the third-party claim, including making its files and personnel reasonably available to the indemnifying Party, all at the cost and expense of the indemnifying Party.

ARTICLE 10 – FORCE MAJEURE EVENTS

Neither Party shall be liable for any delay in or failure of performance hereunder (other than Customer's payment

obligations under Article 4) due to causes beyond such Party's reasonable control including, but not limited to, acts of God, fire, flood, earthquake, ice storms, wind storms, or other sever weather events, explosion, vandalism, cable cut, terrorist acts, insurrection, riots or other civil unrest, national or regional emergency, unavailability of rights-of-way, a governmental authority's failure to timely act, inability to obtain equipment, material or other supplies due to strike, lockout or work stoppage, or any law, order, regulation, direction, action or request of any civil or military governmental authority (each, a "**Force Majeure Event**"). If any Force Majeure Event causes an increase in the time required for performance of any of its duties or obligations, the affected Party shall be entitled to an equitable extension of time for completion. If the delay in performance caused by the Force Majeure Event exceeds thirty (30) days, either Party may terminate the Agreement or the applicable Service Order(s) immediately on written notice to the other Party, without incurring any liability in connection with such termination.

ARTICLE 11 – DISPUTE RESOLUTION

11.1 Good Faith Negotiations. Except for actions seeking a temporary restraining order or injunction, in the event any controversy, disagreement or dispute (each, a "**Dispute**") arises between the Parties in connection with this Agreement, the Parties shall use good faith efforts to resolve the Dispute through negotiation. In the event of a Dispute, either Party may give the other Party written notice of the Dispute (each, a "**Dispute Notice**"). The parties will meet and attempt to resolve the Dispute within sixty (60) days of the date on which the Dispute Notice is delivered. All discussions occurring and documents exchanged during negotiations under this Section are confidential and inadmissible for any purpose in any legal proceeding involving the Parties; provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the negotiation process. If the Parties do not resolve the Dispute within the sixty (60) day period, either of the Parties may pursue any remedy available to it under this Agreement, at law or in equity.

11.2 Governing Law. The Agreement and all matters arising out of the Agreement shall be governed by the laws of the State of Texas. Any judicial action arising in connection with the Agreement shall be in the District Court of the State of Texas in and for Hays County, or in the Federal District Court for the Western District of Texas, as applicable.

ARTICLE 12 – ASSIGNMENT AND ASSUMPTION

Except as otherwise provided in this Article 12, neither Party shall assign, delegate or otherwise transfer the Agreement or its obligations under the Agreement, in whole or in part, without the prior written consent of the other Party. Notwithstanding the foregoing, either Party may, without the necessity of obtaining the other Party's consent, assign its interest in and to the Agreement to: (i) any entity acquiring such Party, whether by merger or through purchase of substantially all the assets of such Party; (ii) a lender as an asset securing indebtedness; or (iii) an Affiliate of such Party; provided, that in the event of a transfer to an Affiliate, the transferring Party shall continue to remain liable for the obligations under the Agreement.

ARTICLE 13 – NOTICES

Unless otherwise provided elsewhere in the Agreement, any notice to be given to either Party under the Agreement will be in writing and directed to the addresses set forth below. Notices will be deemed received (i) the next business day, when sent by reliable, commercial overnight courier; (ii) three (3) business days after being sent by certified mail, postage prepaid and return receipt requested; (iii) when actually received, if sent by email during the business hours of 9:00 a.m. to 5:00 p.m. (recipient's time). Notices received after 5:00 p.m. (recipient's time) will be effective the next business day.

If to Provider:
Astound Business Solutions, LLC
650 College Road East, Suite 3100
Princeton, NJ 08540
ATTN: Business Solutions

If to Customer:
Hays County Judge
111 E. San Antonio St., Suite 300
San Marcos, TX 78666

With a Copy to:
Astound Business Solutions, LLC
650 College Road East, Suite 3100

With a Copy to:
Office of General Counsel
111 E. San Antonio St., Suite 202

Princeton, NJ 08540 San Marcos, TX 78666
ATTN: Legal Department

Either Party may change its notice address by giving notice to the other Party in accordance with this Article.

ARTICLE 14 – REPRESENTATIONS AND COVENANTS

Each Party represents and covenants to the other as follows: (i) the execution and delivery of the Agreement and the performance of its obligations hereunder have been duly authorized; (ii) the Agreement is a valid and legal agreement binding on such parties and enforceable in accordance with its terms; (iii) to the best of its knowledge and belief, it is in material compliance with all laws, rules and regulations and court and governmental orders related to the operation of its business; and (iv) it shall comply with all applicable laws and regulations when exercising its rights and performing its obligations under the Agreement.

ARTICLE 15 – MISCELLANEOUS

15.1 Entire Agreement; Interpretation. The Agreement constitutes the entire agreement between the Parties regarding the subject matter hereof, and supersedes any and all prior oral or written agreements between the Parties regarding the subject matter contained herein. The Agreement may only be modified or supplemented by an instrument executed by an authorized representative of each Party. The Agreement and each of the terms and provisions of it are deemed to have been explicitly negotiated by the Parties, and the language in all parts of the Agreement shall, in all cases, be construed according to its fair meaning and not strictly for or against either of the Parties. If any provision of the Agreement or the application thereof to any person or circumstance shall, for any reason and to any extent, be found invalid or unenforceable, the remainder of the Agreement and the application of that provision to other persons or circumstances shall not be affected thereby, but shall instead continue in full force and effect.

15.2 No Waiver. No failure by either Party to enforce any rights hereunder will constitute a waiver of such rights. Nor shall a waiver by either Party of any particular breach or default constitute a waiver of any other breach or default or any similar future breach or default. Provider's acceptance of any payment under the Agreement will not constitute an accord or any other form of acknowledgement or satisfaction that the amount paid is in fact the correct amount, and acceptance of a payment will not release any claim by Provider for additional amounts due from Customer.

15.3 Relationship; No Third Party Beneficiaries. The Agreement is a commercial contract between Provider and Customer and the relationship between the Parties is that of independent contractors. Nothing in the Agreement creates any partnership, principal- agent, employer-employee or joint venture relationship between the Parties or any of their Affiliates, agents or employees for any purpose. The Agreement is for the sole benefit of Provider and Customer and is not intended to confer any rights on any other person; there are no third party beneficiaries of the Agreement.

15.4 Exhibits. The following Exhibits, which are attached to this MSA, are incorporated herein and by this reference made a part of this MSA:

EXHIBIT A - Service Level Agreement for Lit Fiber Services
EXHIBIT B - Service Level Agreement for Dark Fiber & Wavelength Services

15.5 Computation of Time. Except where expressly provided to the contrary, as used in the Agreement, the word "day" shall mean "calendar day," and the computation of time shall include all Saturdays, Sundays and holidays for purposes of determining time periods specified in the Agreement. If the final date of any period of time set out in any provision of the Agreement falls upon a Saturday or a Sunday or a legal holiday, then in such event, the time of such period shall be extended to the next day that is not a Saturday, Sunday or legal holiday. As used in the Agreement, the term "business day" shall mean a day that is not a Saturday, Sunday or a legal holiday.

15.6 Counterparts; Electronic Signatures. This MSA and any Service Order entered into by the Parties pursuant to this MSA may be executed in multiple counterparts, each of which shall constitute an original, and all of which shall constitute one and the same instrument. Any executed documents sent to the other Party in portable document format (pdf) images via email

will be considered the same as an original document. The Parties consent to the use of electronic signatures.

[Signatures on following page.]

The Parties are signing this MSA as of the Effective Date set forth in the preamble above.

CUSTOMER:

Hays County, Texas

By_____

Name: _____

Title: _____

PROVIDER:

Astound Business Solutions, LLC, a Delaware limited liability company

By_____

Name: _____

Title: _____

ATTEST: _____
Elaine Cardenas, MBA, PhD
Hays County Clerk

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EXHIBIT A
to
Master Services Agreement for Enterprise Services

Service Level Agreement for Lit Fiber Services

This Service Level Agreement for Lit Fiber Services (this "SLA") is a part of the Master Services Agreement for Enterprise Services – Governmental Customer ("MSA") between Astound Business Solutions, LLC ("Astound") and Customer. Unless otherwise provided in the applicable Service Order, this SLA applies to the following types of lit fiber Services provided by Astound pursuant to the MSA: (a) dedicated Internet access services, (b) Ethernet transport services, and (c) voice services, including hosted voice.

1. AVAILABILITY SLA

Astound's Network is designed to provide a target **Availability of at least 99.99%** per month. If the Availability target is not achieved in a given calendar month, Customer shall be entitled to the remedies set forth in the table below, which must be claimed as described in this SLA.

Target Availability	Duration of Service Outage	Customer Credit as % of MRC for the applicable Circuit*
99.99% Availability	Less than 4 minutes 20 seconds	Target Met
	4 min. 20 sec. up to 2 hours	5%
	> 2 hour up to 6 hours	10%
	> 6 hours up to 12 hours	20%
	> 12 hours up to 24 hours	35%
	> 24 hours	50%

*Customer credits for Unavailability are calculated on an individual circuit basis, and the amount of any credit is based on the portion of MRC allocable to the affected circuit.

2. MEAN TIME TO RESTORE ("MTTR") SLA

In the event of Outages in Services due to failure or malfunction of the Astound Network or Astound Equipment, Astound's CNOC is designed to provide a **MTTR of 6 hours or less**. If the target MTTR is not met for a particular circuit in a given calendar month, and Customer receives a Service from Astound on the circuit at issue, then Customer shall be entitled to remedies set forth in the table below, which must be claimed as described in this SLA.

Target MTTR	Actual MTTR	Customer Credit as % of MRC for the applicable Circuit
6 hr MTTR	≤ 6 Hrs.	Target Met
	> 6 Hrs. to 10 Hrs.	5%
	> 10 Hrs. to 18 Hrs.	10%
	> 18 Hrs.	20%

3. PACKET DELIVERY/PACKET LOSS SLA

The Astound Network is designed to provide **no greater than 0.1% Packet Loss**. If the Packet Loss target is not achieved in a given calendar month, Customer shall be entitled to the remedies set forth in the table below, which must be claimed as described in this SLA. Customer credits for average monthly Packet Loss are calculated on an individual circuit basis, and the amount of any credit is based on the portion of MRC allocable to the affected circuit.

Target Maximum Packet Loss	Actual Packet Loss (lower end – upper end)	Customer Credit as % of MRC for the applicable Circuit
≤ 0.1% Packet Loss	0% - 0.1%	Target Met
	> 0.1% - 0.4%	5%
	> 0.4% - 0.7%	10%
	> 0.7% - 1.0%	25%
	> 1.0%	50%

4. LATENCY SLA

The Astound Network is designed to provide a monthly average one-way Latency not to exceed the following:

- **For "Local Market" distances of ≤ 75 miles = 10 ms**
- **For "Inter-Market" distances of between 76 – 750 miles = 20 ms**
- **For "Long-Haul" distances of > 750 miles = 50 ms**

If the applicable Latency target is not achieved in a given month and Astound does not remedy the problem within fifteen (15) calendar days from the date on which Customer opens a Trouble Ticket with the Astound CNOC regarding excessive Latency, Customer shall be entitled to the remedies set forth in the table below, which must be claimed as described in this SLA.

Target Local Market Latency	**Target Inter-Market Latency**	**Target Long-Haul Latency**	Actual One-Way Latency (lower end - upper end)	Customer Credit as % of MRC for the applicable Circuit
10 ms or less	**20 ms or less**	**50 ms or less**	≤ Target Latency	Target Met
			> Target up to 8 ms over Target	5%
			> 8 ms up to 15 ms over Target	10%
			> 15 ms up to 20 ms over Target	25%
			> 20 ms over Target	50%

5. NETWORK JITTER SLA

The Astound Backbone Network is designed to have a monthly average one-way Network Jitter not to exceed the following:

- **For Local Market distances of ≤ 75 miles = 2 ms**
- **For Inter-Market distances of between 76 – 750 miles = 5 ms**
- **For Long-Haul distances of > 750 miles = 15 ms**

If the applicable Network Jitter target is exceeded in a given calendar month, Customer will be entitled to a credit of 1/30th of the MRC of the affected circuit for that month for each full 1ms of Network Jitter above the Network Jitter target set forth above. Any such credit must be claimed as described in this SLA.

6. CHRONIC OUTAGE

If Customer experiences a Chronic Outage with respect to a Service, Customer shall have the right to elect either of the following remedies, which must be claimed as described in this SLA: (i) substitute a different Service or a different circuit/path for the Service and circuit/path that experienced the Chronic Outage without incurring any Termination Charge or installation fees; or (ii) terminate the affected Service for the circuit/path that experienced the Chronic Outage without incurring any Termination Charge.

7. DEFINITIONS

For purposes of this SLA the following terms shall have the meanings set forth below.

"Astound Backbone Network" means Astound's core fiber backbone that connects Astound's POPs and regional hubs.

"Astound's Commercial Network Operations Center" or "Astound's CNOC" means Astound's commercial network operations center, which is staffed 24x7x365.

"Astound Network" means all equipment, facilities and infrastructure that Astound uses to provide Services to Customer, and includes Customer's access port. The "Astound Network" does not include Customer owned or leased equipment (unless leased from Astound), or any portion of Customer's local area network after the demarcation point for the Services provided by Astound.

"Availability" means the ability of Customer to exchange Ethernet packets with the Astound Network via Customer's router port. Availability is measured in minutes of uptime over the calendar month during which the Services are Available:

$$\text{\% Availability (per calendar month)} = \frac{\text{(Total Minutes in Month – Total Minutes of Unavailability in Month)}}{\text{Total Minutes in Month}}$$

For Ethernet Transport Services and VoIP Services, Availability is calculated at the individual circuit level, between Astound's Backbone Network and the Customer's router port. For Dedicated Internet Access Services, Availability is calculated from the Customer's router port through the Astound Network to the handoff point for the Internet. Dedicated Internet Access Service Availability does not include the availability of the Internet itself or any particular Internet resource. Periods of Excused Outage are not included in Availability metrics.

"Chronic Outage" means a series of three (3) or more Service Outages affecting the same Service on the same circuit during a given calendar month, each of which has an actual time to restore "TTR" in excess of Astound's targeted MTTR.

"Emergency Maintenance" means Astound's efforts to correct conditions on the Astound Network that are likely to cause a material disruption to or outage in services provided by Astound and which require immediate action. Emergency Maintenance may degrade the quality of the Services provided to Customer, including possible outages. Any such outages are Excused Outages that will not entitle Customer to credits under this SLA. Astound may undertake Emergency Maintenance at any time Astound deems necessary and will provide Customer with notice of such Emergency Maintenance as soon as commercially practicable under the circumstances.

"Excused Outage" means any disruption to or unavailability of Services caused by or due to (i) Scheduled Maintenance, (ii) Emergency Maintenance, or (iii) circumstances beyond Astound's reasonable control, such as, by way of example only, Force Majeure Events, acts or omissions of Customer or Customer's agents, licensees or end users, electrical outages not caused by Astound, or any failure, unavailability, interruption or delay of third-party telecommunications network components the use of which are reasonably necessary for Astound's delivery of the Services to Customer.

"Jitter" or "Network Jitter" refers to a variation in the interval at which packets are received, also described as the variability in Latency as measured in the variability over time of the packet Latency across a network. Jitter is calculated as an aggregate average monthly metric measured by Astound across the Astound Backbone Network between a sample of Astound POPs. Local access loops are not included. Periods of Excused Outage are not included in Jitter metrics.

"Latency" means how much time it takes, measured in milliseconds, for a packet of data to get from one designated point on Astound's Network to another designated point on Astound's Network. Latency is calculated as an aggregate average monthly metric measured by Astound across the Astound Backbone Network between a sample of Astound POPs. Local access loops are not included. Periods of Excused Outage are not included in Latency metrics.

"Mean Time to Restore" or "MTTR" means the average time required to restore the Astound Network to a normally operating state in the event of an Outage. MTTR is calculated on a circuit basis, as a monthly average of the time it takes Astound to repair all Service Outages on the specific circuit. MTTR is measured from the time an Outage related Trouble Ticket is generated by the Astound CNOC until the time the Service is again Available. The cumulative length of Service Outages per circuit is divided by the

number of Trouble Tickets in the billing month to derive the monthly MTTR per circuit:

$$\text{MTTR in Hrs (per calendar month)} = \frac{\text{Cumulative Length of Service Outages Per Month Per Circuit}}{\text{Total Number of Trouble Tickets for Service Outages Per Month Per Circuit}}$$

Periods of Excused Outage are not included in MTTR metrics.

"Outage" means a disruption in the Service making the Service completely unavailable to Customer that is not an Excused Outage. For purposes of SLA-related credits and remedies, the period of unavailability begins when an Outage-related Trouble Ticket is opened by the Customer and ends when the connection is restored, as measured by Astound. Unavailability does not include periods of Service degradation, such as slow data transmission.

"Packet Loss" means the unintentional discarding of data packets in a network when a device (e.g., switch, router, etc.) is overloaded and cannot accept any incoming data. Packet Loss is calculated as aggregate average monthly metric measured by Astound across the Astound Backbone Network between a sample of Astound POPs. Local access loops are not included. Periods of Excused Outage are not included in Packet Loss metrics.

"Scheduled Maintenance" means any maintenance of the portion of the Astound Network to which Customer's router is connected that is performed during a standard maintenance window (1:00AM – 6:00AM Local Time). Customer will be notified via email at least forty-eight (48) hours in advance of any scheduled maintenance that is likely to affect Customer's Service.

"Trouble Ticket" means a trouble ticket generated through the Astound CNOC upon notification of a Service-related problem. Trouble Tickets may be generated by Astound pursuant to its internal network monitoring process, or by Customer's reporting of a problem to the Astound CNOC. In order for Customer to be eligible for credits or remedies under this SLA, Customer must contact the Astound CNOC and open a Trouble Ticket regarding the problem; Trouble Tickets generated internally by Astound will not provide a basis for Customer credits or Chronic Outage remedies.

8. CLAIMING CREDITS AND REMEDIES

8.1 Requesting SLA Related Credits and Chronic Outage Remedies. To be eligible for any SLA-related Service credit or Chronic Outage remedy, Customer must be current in its financial obligations to Astound. Credits are exclusive of any applicable taxes charged to Customer or collected by Astound.

(i) To claim SLA-related Service credits, Customer must do the following:

(a) Open a Trouble Ticket with the Astound CNOC within twenty-four (24) hours of the occurrence giving rise to the claimed credit(s);

(b) Submit a written request for the credit(s) to Customer's account manager within fifteen (15) days after the end of the calendar month in which the incident giving rise to the credit(s) occurred; and

(c) Provide the following documentation when requesting the credit(s):
- Customer name and contact information;
- Trouble Ticket number(s);
- Date and beginning/end time of the claimed Outage or failed SLA metric;
- Circuit IDs for each pertinent circuit/path; and
- Brief description of the characteristics of the claimed Outage or failed SLA metric.

(ii) To claim remedies for a Chronic Outage under this SLA, Customer must do the following:

(a) Open a Trouble Ticket regarding the Chronic Outage with the Astound CNOC within seventy-two (72) hours of the last Outage giving rise to the claimed remedy;

(b) Submit a written request for a remedy regarding the Chronic Outage to Customer's account

manager within thirty (30) days of the end of the calendar month in which the Chronic Outage occurred; and

(c) Provide the following documentation when requesting the remedy:
- Customer name and contact information;
- Type of remedy requested (e.g., substitution or termination);
- Trouble Ticket numbers for each individual Outage event;
- Date and beginning/end time of each of the claimed Outages;
- Trouble Ticket number for the Chronic Outage at issue;
- Circuit IDs for each pertinent circuit/path; and
- Brief description of the characteristics of the claimed Chronic Outage.

If Customer fails to timely submit, pursuant to the procedure described in this Section, a request for any SLA-related credit or Service Outage remedy for which Customer might otherwise be eligible under this SLA, Customer shall be deemed to have waived its right to receive such credit or remedy. The credits and remedies provided by this SLA are Customer's sole and exclusive remedies for any and all claims or complaints regarding the quality and/or availability of any of the Services to which this SLA applies.

8.2 **Astound's Evaluation of Claims.** All claims for SLA-related credits and remedies for Chronic Outages are subject to evaluation and verification by Astound. Upon receiving a claim for SLA-related credit and/or remedies for Chronic Outage, Astound will evaluate the claim and respond to Customer within thirty (30) days. If Astound requires additional information in order to evaluate Customer's claim, Astound will notify Customer by email specifying what additional information is required. Customer will have fifteen (15) days from the date on which it receives Astound's request for additional information in which to provide the requested information to Astound. If Customer fails to provide the additional information within that time period, Customer will be deemed to have abandoned its claim. Astound will promptly notify Customer of Astound's resolution of each Customer claim. If Customer's claim for an SLA-related credit or Chronic Outage remedy is rejected, the notification will specify the basis for the rejection. If Customer's claim for a credit is approved, Astound will issue the credit to Customer's account, to appear on the next monthly invoice. If Customer's claim for a Chronic Outage remedy is approved, Astound will notify Customer of the date on which the requested substitution or termination will occur. Astound's determination regarding whether or not an SLA has been violated shall be final.

8.3 **Limitations and Exclusions.** Total credits for any given calendar month shall not exceed 100% of the MRC for the affected Service. Credits shall not be cumulative with respect to any given incident; instead, if multiple SLAs are violated during a single incident, Customer shall be entitled only to the largest applicable credit amount. This SLA will not apply and Customer will not be entitled to any credit under this SLA for any impairment of Services that is caused by or due to any of the following: (i) the acts or omissions of Customer, its agents, employees, contractors, or Customer's end users, or other persons authorized by Customer to access, use or modify the Services or the equipment used to provide the Services, including Customer's use of the Service in an unauthorized or unlawful manner; (ii) the failure of or refusal by Customer to reasonably cooperate with Astound in diagnosing and troubleshooting problems with the Services; (iii) scheduled Service alteration, maintenance or implementation; (iv) the failure or malfunction of network equipment or facilities not owned or controlled by Astound or Astound's Affiliates; (v) Force Majeure Events; (vi) Astound's inability (due to no fault of Astound) to access facilities or equipment as reasonably required to troubleshoot, repair, restore or prevent degradation of the Service; (vii) Astound's termination of the Service for cause, or as otherwise authorized by the Agreement; or (viii) Astound's inability to deliver Service by Customer's desired due date.

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EXHIBIT B
to
Master Services Agreement for Enterprise Services

Service Level Agreement for Dark Fiber & Wavelength Services

This Service Level Agreement for Dark Fiber & Wavelength Services (this "SLA") is a part of the Master Services Agreement for Enterprise Services – Governmental Customer ("MSA") between Astound Business Solutions, LLC ("Astound") and Customer. Unless otherwise provided in the applicable Service Order, this SLA applies to the following types of Services provided by Astound pursuant to the MSA: (i) dark fiber services, and (ii) wavelength services.

1. AVAILABILITY SLA

Astound's dark fiber paths and wavelengths are designed to provide a target Availability of **at least 99.9%** per calendar month. If the Availability target is not met with respect to a given dark fiber path or wavelength in a given calendar month, Customer will be entitled to a credit in the amount set forth below, which must be claimed as described in this SLA. Customer credits for Outages of dark fiber or wavelength Services are calculated on an individual path basis, and the amount of any credit is based on the portion of MRC allocable to the affected Service.

Duration of Unavailability	Customer Credit as % of MRC for the applicable Service
Less than 45 minutes	Target Met
45 Min. up to 8 hours	5%
> 8 hours up to 16 hours	10%
> 16 hours up to 24 hours	20%
> 24 hours	35%

2. MEAN TIME TO RESTORE ("MTTR") SLA

In the event of Outages in the Services, Astound's CNOC is designed to provide a MTTR of **no greater than 6 hours**. If the target MTTR is not met for a particular dark fiber path or wavelength in a given calendar month, and Customer receives a Service from Astound on the path at issue, then Customer shall be entitled to remedies set forth in the table below, which must be claimed as described in this SLA.

Target MTTR	Actual MTTR	Customer Credit as % of MRC for the applicable Service
6 hr MTTR	≤ 6 Hrs.	Target Met
	> 6 Hrs. to 10 Hrs.	5%
	> 10 Hrs. to 18 Hrs.	10%
	> 18 Hrs.	20%

3. CHRONIC OUTAGE

If Customer experiences a Chronic Outage with respect to a Service, Customer shall have the right to elect either of the following remedies, which must be claimed as described in this SLA: (i) substitute a different Service or a different path for the Service that experienced the Chronic Outage without incurring any Termination Charge or installation fees; or (ii) terminate the affected Service for the path that experienced the Chronic Outage without incurring any Termination Charge.

4. DEFINITIONS

For purposes of this SLA the following terms shall have the meanings set forth below.

"Astound's Commercial Network Operations Center" or "Astound's CNOC" means Astound's commercial network operations center, which is staffed 24x7x365.

"Astound Network" means all equipment, facilities and infrastructure that Astound uses to provide Services to Customer, and includes Customer's access port. The "Astound Network" does not include Customer owned or leased equipment (unless leased from Astound), or any portion of Customer's local area network after the demarcation point for the Services provided by Astound.

"Availability" means the dark fibers or the wavelength at issue is available to and accessible by Customer at the specified locations, is capable of transmitting signals and can otherwise be used by Customer. Availability does not involve the quality of data transmission. Periods of Excused Outage are not included in the Availability metric. Astound does not monitor the use or availability of dark fiber or wavelength Services, thus any Outage must be reported to Astound by Customer.

"Chronic Outage" means a series of three (3) or more Service Outages affecting the same Service on the path during a given calendar month, each of which has an actual time to restore "TTR" in excess of Astound's targeted MTTR.

"Emergency Maintenance" means Astound's efforts to correct conditions on the Astound Network that are likely to cause a material disruption to or outage in Services provided by Astound and which require immediate action. Emergency Maintenance may degrade the quality of the Services provided to Customer, including possible outages. Any such outages are Excused Outages that will not entitle Customer to credits under this SLA. Astound may undertake Emergency Maintenance at any time Astound deems necessary and will provide Customer with notice of such Emergency Maintenance as soon as commercially practicable under the circumstances.

"Excused Outage" means any disruption to or unavailability of Services caused by or due to (i) Scheduled Maintenance, (ii) Emergency Maintenance, or (iii) circumstances beyond Astound's reasonable control, such as, by way of example only, Force Majeure Events, acts or omissions of Customer or Customer's agents, licensees or end users, electrical outages not caused by Astound, or any failure, unavailability, interruption or delay of third-party telecommunications network components the use of which are reasonably necessary for Astound's delivery of the Services to Customer.

"Mean Time to Restore" or "MTTR" means the average time required to restore the Service(s) to a normally operating state in the event of an Outage. MTTR is calculated on a path/route basis, as a monthly average of the time it takes Astound to repair all Service Outages on the specific path/route. MTTR is measured from the time Customer opens an Outage related Trouble Ticket is with the Astound CNOC until the time the Service is again Available. The cumulative length of Service Outages per circuit is divided by the number of Trouble Tickets in the billing month to derive the monthly MTTR per circuit:

$$\text{MTTR in Hrs (per calendar month)} = \frac{\text{Cumulative Length of Service Outages Per Month Per Circuit}}{\text{Total Number of Trouble Tickets for Service Outages Per Month Per Circuit}}$$

Periods of Excused Outage are not included in MTTR metrics.

"Outage" means a disruption in the Service making the Service completely unavailable to Customer that is not an Excused Outage. For purposes of SLA-related credits and remedies, the period of unavailability begins when an Outage-related Trouble Ticket is opened by the Customer and ends when the connection is restored, as measured by Astound. Unavailability does not include periods of Service degradation, such as slow data transmission.

"Scheduled Maintenance" means any maintenance of the portion of the Astound Network to which Customer's demarc is connected that is performed during a standard maintenance window (1:00AM – 6:00AM Local Time). Customer will be notified via email at least forty-eight (48) hours in advance of any scheduled maintenance that is likely to affect Customer's Service.

"Trouble Ticket" means a trouble ticket generated through the Astound CNOC upon notification of a Service-related problem. In order for Customer to be eligible for credits or remedies under this SLA, Customer must contact the Astound CNOC and open a Trouble Ticket regarding the problem.

5. CLAIMING CREDITS AND REMEDIES

5.1 Requesting SLA Related Credits and Chronic Outage Remedies. To be eligible for any SLA-related Service credit or Chronic Outage remedy, Customer must be current in its financial obligations to Astound. Credits are exclusive of any applicable taxes charged to Customer or collected by Astound.

(i) To claim SLA-related Service credits, Customer must do the following:

(a) Open a Trouble Ticket with the Astound CNOC within twenty-four (24) hours of the occurrence giving rise to the claimed credit(s);

(b) Submit a written request for the credit(s) to Customer's account manager within fifteen (15) days after the end of the calendar month in which the incident giving rise to the credit(s) occurred; and

(c) Provide the following documentation when requesting the credit(s):
- Customer name and contact information;
- Trouble Ticket number(s);
- Date and beginning/end time of the claimed Outage or failed SLA metric;
- Circuit IDs for each pertinent circuit/path; and
- Brief description of the characteristics of the claimed Outage or failed SLA metric.

(ii) To claim remedies for a Chronic Outage under this SLA, Customer must do the following:

(a) Open a Trouble Ticket regarding the Chronic Outage with the Astound CNOC within seventy-two (72) hours of the last Outage giving rise to the claimed remedy;

(b) Submit a written request for a remedy regarding the Chronic Outage to Customer's account manager within thirty (30) days of the end of the calendar month in which the Chronic Outage occurred; and

(c) Provide the following documentation when requesting the remedy:
- Customer name and contact information;
- Type of remedy requested (e.g., substitution or termination);
- Trouble Ticket numbers for each individual Outage event;
- Date and beginning/end time of each of the claimed Outages;
- Trouble Ticket number for the Chronic Outage at issue;
- Circuit IDs for each pertinent circuit/path; and
- Brief description of the characteristics of the claimed Chronic Outage.

If Customer fails to timely submit, pursuant to the procedure described in this Section, a request for any SLA-related credit or Service Outage remedy for which Customer might otherwise be eligible under this SLA, Customer shall be deemed to have waived its right to receive such credit or remedy. The credits and remedies provided by this SLA are Customer's sole and exclusive remedies for any and all claims or complaints regarding the quality and/or availability of any of the Services to which this SLA applies.

5.2 Astound's Evaluation of Claims. All claims for SLA-related credits and remedies for Chronic Outages are subject to evaluation and verification by Astound. Upon receiving a claim for SLA-related credit and/or remedies for Chronic Outage, Astound will evaluate the claim and respond to Customer within thirty (30) days. If Astound requires additional information in order to evaluate Customer's claim, Astound will notify Customer by email specifying what additional information is required. Customer will have fifteen (15) days from the date on which it receives Astound's request for additional information in which to provide the requested information to Astound. If Customer fails to provide the additional information within that time period,

Customer will be deemed to have abandoned its claim. Astound will promptly notify Customer of Astound's resolution of each Customer claim. If Customer's claim for an SLA-related credit or Chronic Outage remedy is rejected, the notification will specify the basis for the rejection. If Customer's claim for a credit is approved, Astound will issue the credit to Customer's account, to appear on the next monthly invoice. If Customer's claim for a Chronic Outage remedy is approved, Astound will notify Customer of the date on which the requested substitution or termination will occur. Astound's determination regarding whether or not an SLA has been violated shall be final.

5.3 **Limitations and Exclusions.** Total credits for any given calendar month shall not exceed 100% of the MRC for the affected Service. Credits shall not be cumulative with respect to any given incident; instead, if multiple SLAs are violated during a single incident, Customer shall be entitled only to the largest applicable credit amount. This SLA will not apply and Customer will not be entitled to any credit under this SLA for any impairment of Services that is caused by or due to any of the following: (i) the acts or omissions of Customer, its agents, employees, contractors, or Customer's end users, or other persons authorized by Customer to access, use or modify the Services or the equipment used to provide the Services, including Customer's use of the Service in an unauthorized or unlawful manner; (ii) the failure of or refusal by Customer to reasonably cooperate with Astound in diagnosing and troubleshooting problems with the Services; (iii) scheduled Service alteration, maintenance or implementation; (iv) the failure or malfunction of network equipment or facilities not owned or controlled by Astound or Astound's Affiliates; (v) Force Majeure Events; (vi) Astound's inability (due to no fault of Astound) to access facilities or equipment as reasonably required to troubleshoot, repair, restore or prevent degradation of the Service; (vii) Astound's termination of the Service for cause, or as otherwise authorized by the Agreement; or (viii) Astound's inability to deliver Service by Customer's desired due date.

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Service Order

This Service Order (this "Service Order") is entered into as of the date of last signature below (the "Effective Date"), by and between ASTOUND BUSINESS SOLUTIONS, LLC, a Delaware limited liability company, acting on behalf of itself and as agent for its Affiliates (collectively, "Provider"), and HAYS COUNTY ("Customer"). This Service Order is made pursuant to and will be governed by the Master Services Agreement for Enterprise Services (Governmental Customer) by and between Customer and Provider dated on or about December 1, 2022 (the "MSA"). The MSA is incorporated into this Service Order by this reference. All capitalized terms used but not defined in this Service Order shall have the meanings given to them in the MSA. Affiliates of Astound Business Solutions, LLC include, but are not limited to (i) RCN Telecom Services, LLC, (ii) Grande Communications Networks, LLC, and (iii) Wave Business Solutions, LLC.

CUSTOMER	DBA	CUSTOMER CONTACT NAME	CUSTOMER CONTACT INFO
Hays County		Jeff McGill	Office: (512) 393-2841 Mobile: 512-738-0635 Email: jmcgill@co.hays.tx.us
CUSTOMER BILLING ADDRESS		**ALTERNATIVE CUSTOMER CONTACT**	**ALTERNATIVE CUSTOMER CONTACT INFO**
712 S Stagecoach Tr, San Marcos, TX, 78666			
CUSTOMER ACCOUNT NUMBER		**SERVICE ORDER REFERENCE NUMBER**	**ACCOUNT SALES REP**
44 - 121139701		OP333212	Chris Cox - 2618

INITIAL SERVICE TERM	SEGMENT
60 months	Enterprise

Provider shall provide to Customer the services set forth below (each, a "Service"), at the location(s) set forth below (each, a "Service Site"), in exchange for the one-time, non-recurring installation charge ("NRC"), and the monthly recurring service charges ("MRC") set forth below:

PRODUCT LINE ITEM	Z-LOC ADDRESS (PRIMARY)	Z-LOC DEMARC	A-LOC ADDRESS	A-LOC DEMARC	UNITS	MRC / UNIT	TOTAL MRC	NRC / UNIT	TOTAL NRC
Dark Fiber Pair	120 Stagecoach Trail San Marcos, TX 78666	Cust Prem	712 S Stagecoach Tr San Marcos, TX 78666	Cust Prem	1	$1,800.00	$1,800.00	$0.00	$0.00
NOTE: If the Demarcation Point listed above for a Service Site is the MPOE, then Customer is responsible for providing any necessary demarc extension / additional inside wiring to reach the Customer's premises/suite.						**TOTALS**	**$1,800.00**		**$0.00**

Note: The charges listed above do not include applicable taxes, fees and surcharges.

NOTES

The submission of this Service Order to Customer by Provider does not constitute an offer. Instead, this Service Order will become effective only when both parties have signed it. The date this Service Order is signed by the last party to sign it (as indicated by the date associated with that party's signature) will be deemed the Effective Date of this Service Order.

Authorized Customer Signature	Authorized Provider Signature
Printed Name	Printed Name
Title	Title
Date Signed	Date Signed

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AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Date: 12/06/2022

Requested By: Elaine Cardenas

Sponsor: Judge Becerra

Agenda Item:

Discussion and possible action authorizing the County Judge to execute a Service Agreement between Hays County and Text My Gov, Inc., in the amount of $15,000.00 per year for three (3) years, for text messaging services allowing the public to communicate with the County Clerk's Office and amend the budget accordingly. **BECERRA/CARDENAS**

Summary:

TextMyGov is a subscription based software that allow citizens to ask questions and get immediate responses, find links to information on our website, address problems, or report any issues.TextMyGov was developed to open lines of communication with local government agencies and citizens. The system works 24 hours a day and will easily connect with our website and other communication methods.

Fiscal Impact:

Amount Requested: $15,000
Line Item Number: 101-617-10.5429

Budget Office:

Source of Funds: Records Management and Archive Fund
Budget Amendment Required Y/N?: Yes
Comments: $11k was approved for this service during the FY23 budget process, additional funding is available within this Special Revenue Fund.
$4,000 - Increase Software Maintenance & Licensing 101-617-10.5429
($4,000) - Decrease Contract Services 101-617-10.5448

Auditor's Office:

Purchasing Guidelines Followed Y/N?: Yes, obtained 3 quotes
G/L Account Validated Y/N?: Yes, Software Maintenance and Licensing
New Revenue Y/N?: N/A
Comments:

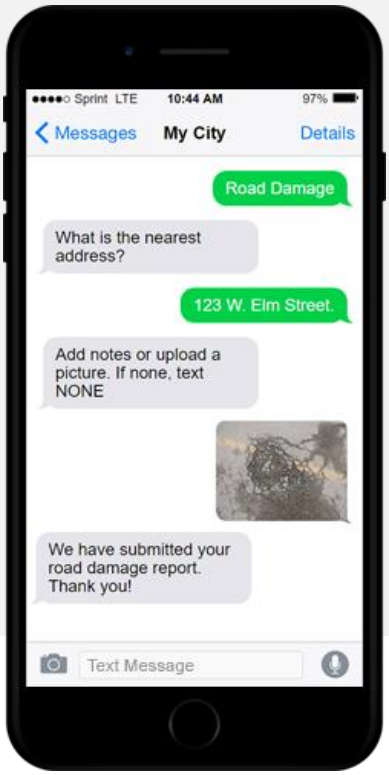
Attachments

Proposal and Terms

TextMyGov

TextMyGov
P.O. Box 3784
Logan, Utah 84323
435-787-7222

Partnership Proposal



Introducing TextMyGov

TextMyGov was developed to open lines of communication with local government agencies and citizens. The system works 24 hours a day and easily connects with your website and other communication methods.

Using the regular messaging app on any smartphone, the smart texting technology allows the citizen to ask questions and get immediate responses, find links to information on the agency's website, address problems, report any issues and upload photos.

According to the Pew Research Center, ***97% of smartphone owners text regularly***.

The technology analysts at Compuware reported ***that 80 to 90% of all downloaded apps are only used once and then eventually deleted*** by users.

TextMyGov Solutions:

Communicate, Engage, Boost Website Traffic, Track, and Work

Communicate

TextMyGov uses smart texting technology to communicate with citizens. Local government agencies can answer questions, send links to their website, and provide details on garbage pickup, utility payments, city news, events, office hours, just to name a few.

Engage

TextMyGov uses smart texting technology to engage with citizens. Citizens can easily report issues to any department, such as potholes, drainage problems, tall grass, junk cars. The issue reporting function can be customized for each department and their most commonly reported items. Agencies can engage citizens and ask specific guided questions regarding location, address, street name, and more. If your goal is to engage with citizens and get smart valuable data- You need TextMyGov.

Boost Website Traffic

TextMyGov uses smart texting technology to maximize a cities website. Citizens can text in keywords like festival, parking, ticketing, meeting, sporting event, etc. The smart texting technology can answer the question or send a link from the city's website with additional information. Local government agencies spend thousands of dollars each year on their website. TextMyGov is the best way to benefit from that investment. If your goal is to benefit from your website investment- You need TextMyGov.

Track

TextMyGov uses smart texting technology to track and record all the information that is sent in. Agencies can track the cell phone number, date, and time of every request. If your agency wants to be compliant with FOIA- You need TextMyGov.

Work

Smart texting uses detailed information to track a citizen's request or create a work order. Work orders and requests can be generated and completed. Smart texting allows you to easily collect information like name, location, street address, and allows the user to upload a photo. If your agency wants to track real requests and real work orders submitted by a real cell phone number- You need TextMyGov.

Implementation

Getting Started

After the execution of the basic service agreement, a project manager will be assigned to assist the client through implementation. A local phone number will be obtained for use with TextMyGov.

Configuration

The project manager will work with the client to customize interactive responses, create automation flows, and keyword lists. Training will be provided on how to quickly create and edit data.

Media Kit

Advertising materials will be provided to the client, including an infographic for the website and downloadable flyer for social media and other communication methods used by the agency.

Unlimited Training and Support

After initial implementation and training, unlimited on-going support is included. Our experts are available M-F 6am-5pm MST.

Subscription Cost Breakdown

This quote represents a subscription to TextMyGov with an initial TERM of three years. The agreement is set to automatically renew after the initial TERM. Support and services fees may increase in subsequent years, but will increase no more than 5% per year. See below for the package price and other details:

Terms and conditions can be printed and attached as Exhibit A

Prepared for:
Hays County Clerk's Office
712 S. Stagecoach Trail
San Marcos, TX 78666

Prepared by:
TextMyGov
P.O. Box 3784
Logan, UT 84323

Package	Package Price	Billing
TextMyGov Package includes: • TextMyGov Web-Based Software • Local Phone Number • Short Code Number (for outgoing messages) • Unlimited Users • Unlimited Support for Every User • 10 GB Managed online data storage • 150,000 Text Messages per year	$ 15,000	Annual
Implementation/Setup Fee	$~~7,500~~	Included
Total (First Year):	$~~22,500~~ $15,000	**First Year**
Total (Ongoing):	$15,000	**Annual**

Notes:

1. *This is a three-year contract. After the initial three years, the contract can be canceled by providing 60-day written notice.*
2. *After the initial three-year contract, the agreement will revert to a year to year.*
3. *Customer is required to put Text My Gov widget on the Agencies Web Home page.*
4. *This agreement and pricing were provided at the customer's request and **is valid until 11/18/2022**.*
5. *Customer is required to provide copy of W-9*

Additional Services

TextMyGov provides additional applications and services that can be purchased as part of the TextMyGov solution. These can be added to the customer's annual* cost, upon request.

Enhanced Media & Care Package – Marketing materials and expert implementation to promote and optimize TextMyGov, see us here for additional information- https://textmygov.com/enhanced-media-care/	Price based on Population	Annual
Additional Storage – Each unit of storage contains an additional 100 GB.	$250	Annual
Additional text messages – Additional text messages can be purchased at any time. ($750 for 100,000), ($550 for 50,000), ($300 for 25,000)	Price based on amount of text messages	Annual

Agreement Confirmation

Implementation Team Information
Name:
Title:
Email:
Office Phone:
Cell Phone (Required):

Implementation Team Information
Name:
Title:
Email:
Office Phone:
Cell Phone (Required):

Widget Contact
Name:
Title:
Email:
Office Phone:
Cell Phone (Required):

(This person is responsible for placing the TextMyGov widget (see options - Widget | TextMyGov Support) on the agency's website within 60 days of the agreement signature. The TextMyGov widget will remain on the agency's website for the duration of the agreement. If the widget is not place on the City/County website within 60 days, the Agency agrees to pay an additional $1,000 towards setup costs (this is to cover TextMyGov's time).

Billing Information

Billing Contact Name:

Title:

Email:

Office Phone:

Address:

(Please attach copy of W-9 or Tax Exemption form.)

Agreement Signature

Name:

Title:

Date:

Signature:

Twilio Contact Authorization

Twilio Authorized Contacts

Employee Name (1):

Email:

Business Title:

Job Position:

Phone Number:

Employee Name (2):

Email:

Business Title:

Job Position:

Phone Number:

☐ *I confirm that my nominated authorized representatives agree to be contacted by Twilio.*

Exhibit A

This Terms of Access Agreement ("Agreement") is made between Text My Gov Inc. ("TextMyGov') and any Agency, Employee, User, You or Citizen with a login or access to the TextMyGov Services ("User").

BY CLICKING THE ACCEPTANCE BUTTON, ACCESSING, VIEWING or USING ANY PART OF THE SERVICE(s), YOU EXPRESSLY AGREE TO AND CONSENT TO BE BOUND BY ALL OF THE TERMS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO ALL OF THE TERMS OF THIS AGREEMENT, THE BUTTON INDICATING NON-ACCEPTANCE MUST BE SELECTED, AND YOU MAY NOT ACCESS, USE OR VIEW ANY PART OF THE SERVICE.

1. TextMyGov Service(s)

TextMyGov allows "User" to utilize smart texting technology to ask questions, get immediate responses, find links to information, search a website, address problems, report any issues and uploads photos, store information, report information, and manage the processes. Referred in this Agreements as ("Services")

2. Descriptions and Requirements

a. Description. The Services is proprietary to TextMyGov and is protected by copyright laws, intellectual property laws and international intellectual property treaties. User access to the Services is licensed and not purchased. TextMyGov agrees to provide you with User access to the Service(s), consisting of access to an Internet application(s), Services and storage space for the sole purpose of citizen engagement and communications, subject to the terms and limitations set forth in this Agreement.

b. Accessibility. TextMyGov will do everything, within reason, to assure you continuous access to the Services. You agree that from time to time the Services may be momentarily inaccessible or inoperable for any reason, including, without limitation: (i) equipment malfunctions; (ii) periodic maintenance procedures or repairs that TextMyGov may undertake from time to time; or (iii) causes beyond the control of TextMyGov or that are not reasonably foreseeable by TextMyGov.

c. Data Storage and Management. You hereby accept full responsibility for the accuracy of the data input, uploaded or converted, without limitations, regardless of the source. TextMyGov will store and provide secure access to the data used as part of the Services. In accordance with accessibility terms, the TextMyGov provides restricted access to some Services including but not limited to reporting, setup, configuration, data exporting and admin functions. TextMyGov will manage the data in a secure environment and routinely backup the data to prevent any major loss of data. You agree that TextMyGov is not responsible for loss of information for any reason, including, without limitation: (i) file transfers, (ii) Internet uploads/ downloads; or (iii) Secure Internet File Text Transfer Protocol (FTTP).

3. Representations and Warranties

You represent and warrant to TextMyGov that: (a) you have the power and authority to enter into and perform your obligations under this Agreement; (b) you shall comply with all terms and conditions of this Agreement, including, without limitation, the Acceptable Use Policy set forth at Section 4; and (c) you have provided accurate and complete registration information, including, without limitation, your legal name, address and telephone number, agency you work for, e-mail address, contact information or person responsible for the account.

4. Acceptable Use Policy

You are solely responsible for any and all acts and omissions that occur under your account or password, and you agree not to engage in unacceptable use of the Service, which includes, without limitation: (a) editing or deleting important information used by you or other users in your organization, (b) providing access to the Services to anyone that does not have an authorized password; (c) accessing information not provided, disseminate or transmit files, graphics, software or other material that actually or potentially infringes the copyright, trademark, patent, trade secret or other intellectual property right of any person or TextMyGov; (d) creating a false identity or to otherwise attempt to mislead any person as to the identity or origin of any communication; (e) exporting, re-exporting or permitting downloads of any message or content in violation of any export or import law, regulation or restriction of the United States and its agencies or authorities, or without all required approvals, licenses or exemptions; (f) interfering, disrupting or attempting to gain unauthorized access to other accounts on the Services or any other computer network; (g) disseminating or transmitting viruses, trojan horses or any other malicious code or program; or (h) engaging in any other activity deemed by TextMyGov to be in conflict with the purpose or intent of this Agreement.

5. Limitations

a. Security. You are solely responsible for the security, confidentiality and integrity of all messages and the content that you receive, transmit through or store on the Services. You are solely responsible for any authorized or unauthorized access to your account by any person. You agree to bear all responsibility for the confidentiality of your password and all use or charges incurred from use of the Services with your password.

b. Privacy. It is the policy of TextMyGov to respect your privacy. TextMyGov will not monitor, edit, or disclose any personal information about you or your account, including its contents, without your prior consent unless TextMyGov has a good faith belief that such action is necessary to: (i) comply with legal process or other legal requirements of any authority; (ii) protect and defend the rights or property of TextMyGov; (iii) enforce this Agreement; or (iv) protect the interests of users of the Services other than you. Your IP address or cell phone number is transmitted and recorded with each message you send from the Services. TextMyGov will not provide information in aggregate form collected from and relating to you or to third persons such as advertisers.

6. Termination

This Agreement is effective upon your acceptance as set forth herein and shall continue in full force through the initial term on the Purchase Agreement. After the initial term (number of years) of the purchase agreement, you may terminate this Agreement for any reason upon sixty (60) days prior written notice to: Text My Gov, PO Box 3784, Logan, Utah 84323.
in the event the Hays County Commissioners Court does not allocate sufficient funds to fulfill the payment terms of this Agreement in any fiscal year, this Agreement shall automatically terminate.

TextMyGov reserves the right, in its sole discretion and with notice, at any time, for violations of the term of this agreement or alleged violations of any federal or state law, regulation or requirement, to: (a) remove or disable access to all or any portion of the Service; (b) suspend access to or use of all or any portion of the Services; and (c) if the violation is not remedied within sixty (60) days, to terminate this Agreement.

7. Disclaimer of Warranties

THE SERVICES IS PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED. YOU EXPRESSLY AGREE THAT THE USE OF THE SERVICES IS AT YOUR SOLE RISK. TEXTMYGOV DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE, NOR DOES TEXTMYGOV MAKE ANY WARRANTY AS TO ANY RESULTS THAT MAY BE OBTAINED BY USE OF THE SERVICE. TEXTMYGOV MAKES NO OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, IN RELATION TO THE SERVICE.

8. Limitation of Liability

UNDER NO CIRCUMSTANCES SHALL TEXTMYGOV BE LIABLE TO YOU OR ANY OTHER PERSON FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT. YOUR SOLE AND EXCLUSIVE REMEDY HEREUNDER SHALL BE FOR YOU TO DISCONTINUE YOUR USE OF THE SERVICES AND TERMINATE THIS AGREEMENT.

9. Indemnification

You agree to indemnify, hold harmless and defend TextMyGov, its shareholders, directors, officers, employees and agents from and against any action, cause, claim, damage, debt, demand or liability, including reasonable costs and attorney's fees, asserted by any person, arising out of or relating to: (a) your use of the Service, including any data or work transmitted or received by you; and (b) any libelous, slanderous, indecent or other statement concerning any person made or republished by you.

10. Miscellaneous

a. Independent Contractors. The parties and their respective personnel, are and shall be independent contractors and neither party by virtue of this Agreement shall have any right, power or authority to act or create any obligation, express or implied, on behalf of the other party.

b. Amendment. TextMyGov shall have the right, at any time and but with notice, to add to or modify the Terms of this Agreement, simply by delivering such amended terms to User by requiring acceptance during login. In the event TextMyGov modifies the Terms during the term of this Agreement and provides the required notice, User shall have the right to terminate the Agreement if User doesn't accept the modified terms. User shall not unreasonably withhold acceptance of any modified terms. User access to or use of the Services after the date such amended terms are delivered to User shall be deemed to constitute acceptance of such amended terms.

c. Waiver. No waiver of any term, provision or condition of this Agreement, whether by conduct or otherwise, in any one or more instances, shall be deemed to be, or shall constitute, a waiver of any other term, provision or condition hereof, whether or not similar, nor shall such waiver constitute a continuing waiver of any such term, provision or condition hereof. No waiver shall be binding unless executed in writing by the party making the waiver.

d. Severability. If any provision of this Agreement is determined to be illegal or unenforceable, then such provision will be enforced to the maximum extent possible and the other provisions will remain fully effective and enforceable.

e. Notice. All notices shall be in writing and shall be deemed to be delivered when sent by first-class mail, postage prepaid, or when sent by facsimile or e-mail to either parties' last known post office, facsimile or e-mail address, respectively. User hereby consents to notice by email. All notices shall be directed to the parties at the respective addresses given above or to such other address as either party may, from time to time, provide to the other party.

f. Law. This Agreement is made in and shall be governed by the laws of the State of Texas without reference to conflicts of laws.

g. Forum. All actions, claims or disputes arising under or relating to this Agreement shall be brought in the federal or state courts in the State of Texas. The parties irrevocably submit and consent to the exercise of subject matter jurisdiction and personal jurisdiction over each of the parties by the federal and/or state courts in the State of Texas. The parties hereby irrevocably waive any and all objections which any party may now or hereafter have to the exercise of personal and subject matter jurisdiction by the federal or state courts in the State of Texas and to the laying of venue of any such suit, action or proceeding brought in any such federal or state court in the State of Texas.

h. Process. The parties irrevocably submit and consent, and irrevocably waive any and all objections which any party may now or hereafter have, to process being served in any such suit, action or proceeding referred to in the preceding subsection pursuant to the rules of the applicable court, including, without limitation, Services by certified or registered mail, return receipt requested. No provision of this section shall affect the right of any party to serve process in any manner permitted

by law or limit the right of any party to bring suits, actions or proceedings to enforce in any lawful manner a judgment issued by the state or federal courts of the State of Texas.

i. Attorney's Fees. If any action in law or in equity is necessary to enforce the terms of this Agreement, the prevailing party will be entitled to reasonable fees of attorneys, accountants, and other professionals, and costs and expenses in addition to any other relief to which such prevailing party may be entitled.

j. Headings. The captions and headings of this Agreement are included for ease of reference only and will be disregarded in interpreting or construing this Agreement.

k. Force Majeure. If the performance of any part of this Agreement by either party is prevented, hindered, delayed or otherwise made impracticable by reason of any flood, riot, fire, judicial or governmental action, labor disputes, act of God or any other causes beyond the control of either party, that party shall be excused from such to the extent that it is prevented, hindered or delayed by such causes.

l. Survival. The terms and provisions of Sections 2, 3, 4, 5, 7, 8, 9 and 10 shall survive any termination or expiration of this Agreement.

m. Entire Agreement. This Agreement constitutes the complete and exclusive statement of the agreement between the parties with respect to the Services and supersedes any and all prior or contemporaneous communications, representations, statements and understandings, whether oral or written, between the parties concerning the Service.

USER HAS READ, UNDERSTANDS AND AGREES TO THE TERMS & CONDITIONS OF THIS AGREEMENT.

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Date: 12/06/2022
Requested By:
Sponsor: Commissioner Shell

Agenda Item
Discussion and possible action related to use of office space within the Historical Hays County Courthouse located at 111 E. San Antonio, San Marcos. **SHELL**

Summary
Additional information will be brought to Court.

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Date: 12/06/2022

Requested By: Jerry Borcherding

Sponsor: Judge Becerra

Agenda Item:

Discussion and possible action to award a contract for IFB 2023-B08 Emulsion Oils with Ergon Asphalt & Emulsions, Inc. **BECERRA/BORCHERDING**

Summary:

On October 25, 2022, the Hays County Commissioners Court approved Purchasing to solicit bids for IFB 2023-B08 Emulsion Oils. Purchasing received two (2) bids from the following companies:

P Squared Emulsion Plants, LLC
Ergon Asphalt & Emulsions, Inc.

The bid from Ergon Asphalt & Emulsions, Inc. was determined to be the best value and met the required product specifications requested, therefore it is recommended they be awarded the contract.

Fiscal Impact:

Amount Requested: Pricing per bid tab
Line Item Number: 020-710-00.5351

Budget Office:

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

Auditor's Office:

Purchasing Guidelines Followed Y/N?: Yes, Invitation For Bids (IFB) 2023-B08, Emulsion Oils with Ergon Asphalt & Emulsions
G/L Account Validated Y/N?: Yes, Road Material and Supplies Expense
New Revenue Y/N?: N/A
Comments:

Attachments

Ergon Asphalt & Emulsions, Inc. Bid Form
Contract Sheet

Attachment A: IFB 2023-B08 Emulsion Oils Bid Form

In compliance with the Invitation for Bid, the undersigned Bidder having examined the Specifications, and being familiar with the conditions to be met, hereby submits the following Bid for furnishing the material, equipment, labor and everything necessary for providing the items listed below and agrees to deliver said items as requested for the prices set forth on this form. A bid will be subject to being considered irregular and may be rejected if it shows omissions, alterations of form, conditional alternate bids, additions or alternates in lieu of the items specified, if the unit prices are obviously unbalanced (either in excess of or below reasonably expected values), or irregularities of any kind. **Quantities listed are approximations of annual needs and will be used for the comparison of bids.** Individual orders and payments will be made in accordance with the contract.

MATERIALS ONLY

Contract Item Number	Item Number & Description	Estimated Quantity (+/-)	Unit of Measure	Bid Price Per Unit (Pickup)	Bid Price Per Unit (Delivered to 2171 Yarrington Road)
B08.1	TXDOT Item 300, Asphalt Emulsion, SS-1	11,000	gallon	$2.70	$2.88
B08.2	TXDOT Item 300, Asphalt Emulsion, SS-1H	11,000	gallon	$2.70	$2.88
B08.3	TXDOT Item 300, Asphalt Emulsion, CSS-1H, Fog Seal	1,000	gallon	$2.70	$2.89
B08.4	TXDOT Item 300, Asphalt Emulsion, AE-P, Prime Oil	6,500	gallon	$2.70	$2.88
B08.5	TXDOT Item 300, Asphalt Emulsion, HFRS-2	300,000	gallon	$2.70	$2.88
B08.6	TXDOT Item 300, Asphalt Emulsion, HFRS-2P	300,000	gallon	$3.10	$3.28
B08.7	TXDOT Item 300, Asphalt Emulsion, BC-1HT	50,000	gallon	$3.75	$3.93
B08.8	TXDOT Item 300, Asphalt Emulsion, BC-1HT 66/33	50,000	gallon	$2.57	$2.75

ADDITIONAL CHARGES

Enter any additional charges (such as minimum freight or demurrage) below. No additional "per gallon" fees will be considered. The prices above must account for the total cost per gallon for materials to be picked up from the plant location or delivered to Hays County.

THIS BID IS FOR FULL TRANSPORT LOADS OF 5,500 GALLONS. FREIGHT IS BASED ON A FULL TRANSPORT LOAD, EVEN IF A FULL LOAD OF MATERIAL IS NOT ORDERED. THE COMMON CARRIER BILLS DEMURRAGE AT $90.00 PER HOUR, AFTER THE SECOND HOUR. RETURN FREIGHT IS ONE-HALF OF THE OUTGOING TARIFF. PUMP AND HOSE CHARGE IS $90.00 PER LOAD. FOR EQUIPMENT ORDERED, BUT NOT USED, CARRIER MAY CHARGE UP TO $400.00.

BIDDER INFORMATION AND CERTIFICATION

Delivery days after receipt of order: 1 DAY

Minimum load for delivery: NO MINIMUM, BUT FREIGHT TERMS ABOVE APPLY

Plant Location: CSS-1H: 907 SECOND ST, PLEASANTON, TX
REMAINDER: 8803 N MOPAC EXPRESSWAY, AUSTIN, TX

Contact name and phone at plant: PATTI LONG (830) 569-8731
JAMIE PADILLA (512) 345-0975

The undersigned affirms that they are duly authorized to execute a contract, that this Bid has not been prepared in collusion with any other Respondent, nor any employee of Hays County, and that the contents of this Bid have not been communicated to any other Respondent or to any employee of Hays County prior to the official opening.

Signature of Authorized Representative:

Printed Name: TIM MacDONALD

Date: NOVEMBER 14, 2022

Company Name: ERGON ASPHALT & EMULSIONS, INC.

SOLICITATION, OFFER AND AWARD

Hays County Auditor
Purchasing Office
712 S. Stagecoach Trail, Suite 1071
San Marcos, Texas 78666

Solicitation No.: IFB 2023-B08 **Emulsion Oils**	**Date Issued: October 27, 2022**

SOLICITATION

Respondents must submit proposals as listed: One (1) original and one (1) digital copy on a thumb drive at the Hays County Purchasing Office at the address shown above or Electronically through BidNet Direct and one (1) hard copy at the Hays County Purchasing Office at the address shown above until:

11:30 a.m. local time November 17, 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 November 4, 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:	ERGON ASPHALT & EMULSIONS, INC.	Name:	TIM MacDONALD
Mailing Address:	11612 RM 2244, BLDG 1, STE 250 AUSTIN, TEXAS 78738	Title:	REGIONAL VICE PRESIDENT
		Email Address:	karen.sellers@ergon.com
		Phone No.:	(512) 469-9292
Signature:		Date:	NOVEMBER 14, 2022
Name, Email Address and Phone No. of person authorized to conduct negotiations on behalf of Respondent:	CODY R. CHAMBLISS, AREA SALES MANAGER karen.sellers@ergon.com (512) 469-9292		

NOTICE OF AWARD (To be completed by County)

Funding Source:	Awarded as to item(s):	Contract Amount: Per bid Sheet
Vendor: Ergon Asphalt & Emulsions	Per bid Sheet	Term of Contract: 1 yr. w/ 4 - 1 year renewals
This contract issued pursuant to award made by Commissioners Court on:	Date: December 6, 2022	Agenda Item: 847

Important: Award notice may be made on this form or by other Authorized official written notice.	Hays County Judge	Date
	Hays County Clerk	Date

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Date: 12/06/2022
Requested By:
Sponsor: Commissioner Jones
Co-Sponsor: Commissioner Shell

Agenda Item
Discussion and possible action to appoint Commissioner Debbie Gonzales Ingalsbe to the Capital Area Metropolitan Planning Organization (CAMPO) Transportation Policy Board. **JONES/SHELL**

Summary
Hays is allowed the appointment of one representative to serve on the CAMPO Transportation Policy Board. The new appointee will replace Commissioner Mark Jones as the Hays County representative.

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Date: 12/06/2022

Requested By: Jerry Borcherding

Sponsor: Judge Becerra

Agenda Item:

Discussion and possible action to award a contract for IFB 2023-B05 Road Building Materials - Cold Mix to Brauntex Materials, Inc., Texas Materials Group and Colorado Materials, Ltd. **BECERRA/BORCHERDING**

Summary:

On October 25, 2023, the Hays County Commissioners Court approved Purchasing to solicit bids for IFB 2023-B05 Road Building Materials - Cold Mix. Purchasing received five (5) bids from the following companies:

Brauntex Materials, Inc.
Colorado Materials, Ltd.
Lone Star Paving
Texas Materials Group
Waller County Asphalt, Inc.

It is the staffs' recommendation to award all bid items to Brauntex Materials, Inc. as the primary vendor, and Texas Materials Group and Colorado Materials, Ltd. be awarded as secondary back-up vendors if Brauntex Materials, Inc. is unable to provide materials when needed. See attached Bid Tabulation with pricing breakdown.

Fiscal Impact:

Amount Requested: Pricing per bid tab
Line Item Number: 020-710-00.5351

Budget Office:

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

Auditor's Office:

Purchasing Guidelines Followed Y/N?: Yes, Invitation for Bids (IFB) 2023-B05 Road Building Materials - Cold Mix
G/L Account Validated Y/N?: Yes, Road Materials and Supplies Expense
New Revenue Y/N?: N/A
Comments:

Attachments

IFB 2023-B05 Bid Tabulation
Contract IFB 2023-B05 RBM-Cold Mix

IFB 2023-B05 Road Building Materials - Cold Mix
Bid Tabulation

MATERIALS ONLY

					Brauntex Materials, Inc.		Asphalt Inc., dba Lone Star Paving		Colorado Materials, LTD.		Texas Materials Group		Waller County Asphalt, Inc.	
Contract Item Number	Item Number	Description	Estimated Quantity (+/-)	Unit of Measure	Bid Price Per Unit (PICKUP)	Bid Price Per Unit (DELIVERED)	Bid Price Per Unit (PICKUP)	Bid Price Per Unit (DELIVERED)	Bid Price Per Unit (PICKUP)	Bid Price Per Unit (DELIVERED)	Bid Price Per Unit (PICKUP)	Bid Price Per Unit (DELIVERED)	Bid Price Per Unit (PICKUP)	Bid Price Per Unit (DELIVERED)
B05.1	TXDOT Item 330 Limestone Rock Asphalt Pavement	Type I Grade A	3,000	tons	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB
B05.2	TXDOT Item 330 Limestone Rock Asphalt Pavement	Type I Grade B	1,000	tons	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB
B05.3	TXDOT Item 330 Limestone Rock Asphalt Pavement	Type I Grade C	1,000	tons	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB
B05.4	TXDOT Item 330 Limestone Rock Asphalt Pavement	Type II Grade DS	10,000	tons	NB	NB	NB	NB	NB	NB	NB	NB	NB	NB
B05.5	TXDOT Item 334 Hot-Mix Cold-Laid Asphalt Concrete Pavement	Black Base/Cold Mix	7,500	tons	$ 69.00	$ 79.00	$ 102.00	$ 112.00	$ 86.00	$ 93.00	$ 72.00	$ 83.50	$ 105.00	$ 155.55

SERVICE ONLY

Contract materials to be delivered to jobsite on an as-needed basis, as directed by Hays County Staff

IMPORTANT: A BID FOR MATERIAL TRANSPORTATION SERVICE IS REQUIRED FOR A DELIVERED MATERIALS BID TO BE CONSIDERED RESPONSIVE

				Brauntex Materials, Inc.	Asphalt Inc., dba Lone Star Paving	Colorado Materials, LTD.	Brauntex Materials, Inc.	Waller County Asphalt, Inc.
Contract Item Number	Description	Estimated Quantity (+/-)	Unit of Measure	Bid Price Per Unit	Bid Price Per Unit	Bid Price Per Unit	Bid Price Per Unit	Bid Price Per Unit
B04.11	Minimum Load for Delivery	VARIES	miles	24 tons	250 tons	24 tons	22 tons	25 tons

	SOLICITATION, OFFER AND AWARD	Hays County Auditor Purchasing Office 712 S. Stagecoach Trail, Suite 1071 San Marcos, Texas 78666

Solicitation No.: IFB 2023-B05 **Road Building Materials – Cold Mix**	**Date Issued: October 27, 2022**

SOLICITATION

Respondents must submit proposals as listed: One (1) original and one (1) digital copy on a thumb drive at the Hays County Purchasing Office at the address shown above or Electronically through BidNet Direct and one (1) hard copy at the Hays County Purchasing Office at the address shown above until:

12:00 p.m. local time November 17, 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 November 4, 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:	Brauntex Materials, Inc.	Name:	William D. Fischer
Mailing Address:	PO Box 312622 New Braunfels, TX 78132	Title:	President
		Email Address:	wdfischer@brauntexmaterials.com
		Phone No.:	830-625-6276
Signature:		Date:	11/16/2022
Name, Email Address and Phone No. of person authorized to conduct negotiations on behalf of Respondent:	William D. Fischer wdfischer@brauntexmaterials.com 830-625-6276		

NOTICE OF AWARD (To be completed by County)

Funding Source:	Awarded as to item(s): per bid Sheet- Primary Vendor	Contract Amount: per bid Sheet
Vendor: Brauntex Materials		Term of Contract: 1yr w/ 4-1yr renewals
This contract issued pursuant to award made by Commissioners Court on:	Date: December 6, 2023	Agenda Item: 846

Important: Award notice may be made on this form or by other Authorized official written notice.	Hays County Judge	Date
	Hays County Clerk	Date

	SOLICITATION, OFFER AND AWARD	Hays County Auditor Purchasing Office 712 S. Stagecoach Trail, Suite 1071 San Marcos, Texas 78666

Solicitation No.: IFB 2023-B05 **Road Building Materials – Cold Mix**	**Date Issued: October 27, 2022**

SOLICITATION

Respondents must submit proposals as listed: One (1) original and one (1) digital copy on a thumb drive at the Hays County Purchasing Office at the address shown above or Electronically through BidNet Direct and one (1) hard copy at the Hays County Purchasing Office at the address shown above until:

12:00 p.m. local time November 17, 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 November 4, 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: Mailing Address:	Texas Materials 1320 Arrow Point Dr, Suite 600 Cedar Park, TX 78613	Name: Title: Email Address: Phone No.:	Jason Boney Sales Manager jboney@texasmaterials.com 210-265-3671
Signature:		Date: 11/15/2023	
Name, Email Address and Phone No. of person authorized to conduct negotiations on behalf of Respondent:	Jason Boney jboney@texasmaterials.com 210-265-3671		

NOTICE OF AWARD (To be completed by County)

Funding Source:	Awarded as to item(s): per bid sheet – Secondary back-up Vendor	Contract Amount: per bid sheet
Vendor: Texas Materials Group		Term of Contract: 1yr. w/ 4-1yr. renewals
This contract issued pursuant to award made by Commissioners Court on:	Date: December 6, 2023	Agenda Item: 846

Important: Award notice may be made on this form or by other Authorized official written notice.	Hays County Judge	Date
	Hays County Clerk	Date

SOLICITATION, OFFER AND AWARD

Hays County Auditor
Purchasing Office
712 S. Stagecoach Trail, Suite 1071
San Marcos, Texas 78666

Solicitation No.: IFB 2023-B05 Road Building Materials – Cold Mix	Date Issued: October 27, 2022

SOLICITATION

Respondents must submit proposals as listed: One (1) original and one (1) digital copy on a thumb drive at the Hays County Purchasing Office at the address shown above or Electronically through BidNet Direct and one (1) hard copy at the Hays County Purchasing Office at the address shown above until:

12:00 p.m. local time November 17, 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 November 4, 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:	Colorado Materials, LTD	Name:	Brandon Casanova
Mailing Address:	P.O. Box 2109 San Marcos, TX 78667	Title:	Sales Rep.
		Email Address:	Brandon@hunterpws.com
		Phone No.:	512-396-1555
Signature:		Date:	10/27/22
Name, Email Address and Phone No. of person authorized to conduct negotiations on behalf of Respondent:	Don Sudder Don@hunterpws.com 512-396-1555		

NOTICE OF AWARD (To be completed by County)

Funding Source:	Awarded as to item(s): per bid sheet-	Contract Amount: per bid sheet
Vendor: Colorado Materials, LTD.	Secondary back-up Vendor	Term of Contract: 1yr w/ 4-1yr renewals
This contract issued pursuant to award made by Commissioners Court on:	Date: December 6, 2022	Agenda Item: 846

Important: Award notice may be made on this form or by other Authorized official written notice.		
	Hays County Judge	Date
	Hays County Clerk	Date

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Date: 12/06/2022

Requested By: Jerry Borcherding

Sponsor: Judge Becerra

Agenda Item:

Discussion and possible action to award a contract for IFB 2023-B04 Road Building Materials - Hot Mix to Brauntex Materials, Inc., Colorado Materials, Ltd., Lone Star Paving, and Texas Materials Group. **BECERRA/BORCHERDING**

Summary:

On October 25, 2023, the Hays County Commissioners Court approve Purchasing to solicit for bids for IFB 2023-B04 Road Building Materials - Hot Mix. Purchasing received four (4) bids from the following companies:

Brauntex Materials, Inc.
Colorado Materials, Ltd.
Lone Star Paving
Texas Materials Group

It is the staff recommendation to award to all companies per the attached bid tabulation.

Fiscal Impact:

Amount Requested: Pricing per bid tab
Line Item Number: 020-710-00.5351

Budget Office:

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

Auditor's Office:

Purchasing Guidelines Followed Y/N?: Yes, Invitation for Bods (IFB) 2023-B04 Road Building Materials - Hot Mix
G/L Account Validated Y/N?: Yes, Road Materials and Supplies Expense
New Revenue Y/N?: N/A
Comments:

Attachments

IFB 2023-B04 Bid Tabulation
Contract IFB 2023-B04 RBM-Hot Mix

IFB 2023-B04 Road Building Materials - Hot Mix
Bid Tabulation

MATERIALS ONLY

					Brauntex Materials, Inc.		Asphalt Inc., dba Lone Star Paving		Colorado Materials, LTD.		Texas Materials Group	
Contract Item Number	Item Number	Description	Estimated Quantity (+/-)	Unit of Measure	Bid Price Per Unit (PICKUP)	Bid Price Per Unit (DELIVERED)	Bid Price Per Unit (PICKUP)	Bid Price Per Unit (DELIVERED)	Bid Price Per Unit (PICKUP)	Bid Price Per Unit (DELIVERED)	Bid Price Per Unit (PICKUP)	Bid Price Per Unit (DELIVERED)
B04.1	TXDOT Item 340 Dense-Graded Hot-Mix Asphalt (Small Quantity)	Type A	1,000	tons	NB	NB	NB	NB	$ 65.00	NB	NB	NB
B04.2	TXDOT Item 340 Dense-Graded Hot-Mix Asphalt (Small Quantity)	Type B	1,000	tons	$ 59.00	NB	$ 80.00	NB	$ 65.00	NB	$ 62.00	$ 73.50
B04.3	TXDOT Item 340 Dense-Graded Hot-Mix Asphalt (Small Quantity)	Type C	1,000	tons	$ 59.00	NB	$ 82.50	NB	$ 65.00	NB	$ 63.00	$ 74.50
B04.4	TXDOT Item 340 Dense-Graded Hot-Mix Asphalt (Small Quantity)	Type D	3,000	tons	$ 59.00	NB	$ 82.50	NB	$ 65.00	NB	$ 66.00	$ 73.50
B04.5	TXDOT Item 341 Dense-Graded Hot-Mix Asphalt	Type A	1,000	tons	NB	NB	NB	NB	$ 65.00	$ 65.00	NB	NB
B04.6	TXDOT Item 341 Dense-Graded Hot-Mix Asphalt	Type B	1,000	tons	$ 59.00	NB	$ 82.00	NB	$ 65.00	$ 65.00	$ 62.00	$ 73.50
B04.7	TXDOT Item 341 Dense-Graded Hot-Mix Asphalt	Type C	1,000	tons	$ 59.00	NB	$ 84.50	NB	$ 65.00	$ 65.00	$ 63.00	$ 74.50
B04.8	TXDOT Item 341 Dense-Graded Hot-Mix Asphalt	Type D	3,000	tons	$ 59.00	NB	$ 84.50	NB	$ 65.00	$ 65.00	$ 66.00	$ 77.50
B04.9	TXDOT Item 347 Thin Overlay Mixtures (TOM)	Type C	1,000	tons	NB	NB	$ 250.00	NB	$ 150.00	$ 150.00	NB	NB
B04.10	TXDOT Item 347 Thin Overlay Mixtures (TOM)	Type F	1,000	tons	NB	NB	$ 250.00	NB	NB	NB	NB	NB

SERVICE ONLY

Contract materials to be delivered to jobsite on an as-needed basis, as directed by Hays County Staff

IMPORTANT: A BID FOR MATERIAL TRANSPORTATION SERVICE IS REQUIRED FOR A DELIVERED MATERIALS BID TO BE CONSIDERED RESPONSIVE

				Brauntex Materials, Inc.	Asphalt Inc., dba Lone Star	Colorado Materials, LTD.	Brauntex Materials, Inc.
Contract Item Number	Description	Estimated Quantity (+/-)	Unit of Measure	Bid Price Per Unit	Bid Price Per Unit	Bid Price Per Unit	Bid Price Per Unit
B04.11	Material Transportation Service (per mile per ton)	VARIES	miles		$ 0.50	.60 ton/mi min. 10 mile chrg.	$ 0.25
B04.12	Demurrage Charge (per hour)	1	hour		$ 120.00	$ 80.00	$ 100.00

	SOLICITATION, OFFER AND AWARD	Hays County Auditor Purchasing Office 712 S. Stagecoach Trail, Suite 1071 San Marcos, Texas 78666

Solicitation No.: IFB 2023-B04 **Road Building Materials – Hot Mix**	**Date Issued: October 27, 2022**

SOLICITATION

Respondents must submit proposals as listed: One (1) original and one (1) digital copy on a thumb drive at the Hays County Purchasing Office at the address shown above or Electronically through BidNet Direct and one (1) hard copy at the Hays County Purchasing Office at the address shown above until:

11:00 a.m. local time November 17, 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 November 4, 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:	Texas Materials	Name:	Jason Boney
Mailing Address:	1320 Arrow Point Dr, Suite 600 Cedar Park, TX 78613	Title:	Sales Manager
		Email Address:	jboney@texasmaterials.com
		Phone No.:	210-265-3671
Signature:		Date:	11/15/2022
Name, Email Address and Phone No. of person authorized to conduct negotiations on behalf of Respondent:	Jason Boney jboney@texasmaterials.com 210-265-3671		

NOTICE OF AWARD (To be completed by County)

Funding Source:	Awarded as to item(s): Pre-bid form	Contract Amount: Per bid Sheet
Vendor: Texas Materials Group		Term of Contract: 1yr W/ 4-1yr. renewals
This contract issued pursuant to award made by Commissioners Court on:	Date: December 6, 2022	Agenda Item: 845

Important: Award notice may be made on this form or by other Authorized official written notice.	Hays County Judge	Date
	Hays County Clerk	Date

SOLICITATION, OFFER AND AWARD

Hays County Auditor
Purchasing Office
712 S. Stagecoach Trail, Suite 1071
San Marcos, Texas 78666

Solicitation No.: IFB 2023-B04 **Road Building Materials – Hot Mix**	**Date Issued: October 27, 2022**

SOLICITATION

Respondents must submit proposals as listed: One (1) original and one (1) digital copy on a thumb drive at the Hays County Purchasing Office at the address shown above or Electronically through BidNet Direct and one (1) hard copy at the Hays County Purchasing Office at the address shown above until:

11:00 a.m. local time November 17, 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 November 4, 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:	Brauntex Materials, Inc.	Name:	William D Fischer
Mailing Address:	PO Box 312622 New Braunfels, TX 78132	Title:	President
		Email Address:	wdfischer@brauntexmaterials.com
		Phone No.:	830-625-6276
Signature:		Date:	11/16/2022
Name, Email Address and Phone No. of person authorized to conduct negotiations on behalf of Respondent:	William D Fischer, President wdfischer@brauntexmaterials.com 830-625-6276		

NOTICE OF AWARD (To be completed by County)

Funding Source:	Awarded as to item(s): Per bid Sheet	Contract Amount: per bidSheet
Vendor: Brauntex Materials		Term of Contract: 1 yr. w/ 4-1 yr. renewals
This contract issued pursuant to award made by Commissioners Court on:	Date: December 6, 2023	Agenda Item: 845

Important: Award notice may be made on this form or by other Authorized official written notice.	Hays County Judge	Date
	Hays County Clerk	Date

SOLICITATION, OFFER AND AWARD

Hays County Auditor
Purchasing Office
712 S. Stagecoach Trail, Suite 1071
San Marcos, Texas 78666

Solicitation No.: IFB 2023-B04 **Road Building Materials – Hot Mix**	**Date Issued: October 27, 2022**

SOLICITATION

Respondents must submit proposals as listed: One (1) original and one (1) digital copy on a thumb drive at the Hays County Purchasing Office at the address shown above or Electronically through BidNet Direct and one (1) hard copy at the Hays County Purchasing Office at the address shown above until:

11:00 a.m. local time November 17, 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 November 4, 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:	COLORADO MATERIALS, LTD.	Name:	BRANDON CASANOVA
Mailing Address:	P.O. BOX 2109 SAN MARCOS, TX 78667	Title:	SALES REP.
		Email Address:	BRANDON@HUNTERINC.COM
		Phone No.:	512-396-1555
Signature:		Date:	10/27/22
Name, Email Address and Phone No. of person authorized to conduct negotiations on behalf of Respondent:	DON SUDDER DON@HUNTERINC.COM 512-396-1555		

NOTICE OF AWARD (To be completed by County)

Funding Source:	Awarded as to item(s): Per bid Sheet	Contract Amount: Per bid Sheet
Vendor: Colorado Materials, LTD		Term of Contract: 1 yr. w/ 4-1 yr. renewals
This contract issued pursuant to award made by Commissioners Court on:	Date: December 6, 2022	Agenda Item: 845

Important: Award notice may be made on this form or by other Authorized official written notice.	Hays County Judge	Date
	Hays County Clerk	Date

	SOLICITATION, OFFER AND AWARD	Hays County Auditor Purchasing Office 712 S. Stagecoach Trail, Suite 1071 San Marcos, Texas 78666

Solicitation No.: IFB 2023-B04 **Road Building Materials – Hot Mix**	**Date Issued: October 27, 2022**

SOLICITATION

Respondents must submit proposals as listed: One (1) original and one (1) digital copy on a thumb drive at the Hays County Purchasing Office at the address shown above or Electronically through BidNet Direct and one (1) hard copy at the Hays County Purchasing Office at the address shown above until:

11:00 a.m. local time November 17, 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 November 4, 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: Mailing Address:	Asphalt Inc. LLC, dba Lone Star Paving 11675 Jollyville Rd. Ste 119 Austin, Tx 78759	Name: Title: Email Address: Phone No.:	Alex Flores Executive Vice President alex@lspaving.com 214-926-9104
Signature:		Date:	11/15/22
Name, Email Address and Phone No. of person authorized to conduct negotiations on behalf of Respondent:	Alex Flores, alex@lspaving.com, 214-926-9104		

NOTICE OF AWARD (To be completed by County)

Funding Source:	Awarded as to item(s): Per bid sheet	Contract Amount: per bid sheet
Vendor: Lone Star Paving		Term of Contract: 1yr. w/ 4-1yr renewals
This contract issued pursuant to award made by Commissioners Court on:	Date: December 6, 2022	Agenda Item: 845

Important: Award notice may be made on this form or by other Authorized official written notice.	Hays County Judge	Date
	Hays County Clerk	Date

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Date: 12/06/2022

Requested By: Jerry Borcherding

Sponsor: Commissioner Ingalsbe

Agenda Item:

Discussion and possible action to award a contract for IFB 2023-B01 FM 110 South Grading Project with Capital Excavation Company in the amount of $1,569,440.91 and amend the budget accordingly. **INGALSBE/BORCHERDING**

Summary:

On October 11, 2022, the Commissioner Court approved the Purchasing Division to solicit bids for IFB 2023-B01 FM 110 South Grading Project. The Purchasing Division received four (4) responsive bids from the following companies:

Cox Commercial Construction $1,957,627.78
Capital Excavation Company $1,569,440.91
Chasco Constructors, Ltd. LLP $2,049,000.00
Lowden Excavating $1,570,715.75

It is staffs' recommendation to award the contract to Capital Excavation Company.

Fiscal Impact:

Amount Requested: $1,569,440.91
Line Item Number: 020-710-00-515.5611_400

Budget Office:

Source of Funds: Road & Bridge General Fund
Budget Amendment Required Y/N?: Yes
Comments: N/A
$1,569,441 - Increase FM110S Construction_Operating 020-710-00-515.5611_400
($569,441) - Decrease Contract Consulting 020-710-00.5448_008
($1,000,000) - Decrease Contract Road Work 020-710-00.5448_010

Auditor's Office:

Purchasing Guidelines Followed Y/N?: Yes, Invitation for Bids (IFB) 2023-B01
G/L Account Validated Y/N?: Yes, Construction Operating Expense
New Revenue Y/N?: N/A
Comments:

Attachments

Letter of Recommendation
Contract IFB 2023-B11 Contract

HNTB Corporation
The HNTB Companies
Engineers Architects Planners

701 Brazos Street
Suite 450
Austin, TX 78701

Telephone (512) 447-5590
www.hntb.com

November 28, 2022

Hays County Purchasing Department
712 S. Stagecoach Trail
Suite 1071
San Marcos, Texas 78666

Attention: Stephanie Hunt
Purchasing Manager

Re: Hays County Partnership Program
FM 110 South Grading
Hays County Project No. IFB 2023-B01
Recommendation of Award

Dear Ms. Hunt,

The apparent low bid, Capital Excavation Company, was found to be responsive and materially balanced.

The Purchasing Department provided the following bid information:

Firm	Total Bid	Rank
Capital Excavation Company	$1,569,440.91	1
Dale Lowden Excavating	$1,570,715.75	2
Cox Commercial Construction	$1,957,627.78	3
Chasco Constructors	$2,049,000.00	4

The apparent low bid was 20.8% lower than the Engineer's Estimate.

Capital Excavation Company has successfully completed similar work for the Texas Department of Transportation and the City of New Braunfels. Based on the reference checks performed, we concur with the Design Engineer's (K. Friese & Associates) Recommendation of Award for the FM 110 South Grading contract to Capital Excavation Company in the amount of $1,569,440.91.

Please feel free to contact our office with any questions.

Respectfully Submitted,

HNTB Corporation

Maria Castanon, P.E.

VIA E-MAIL

cc: Commissioner Debbie Ingalsbe, Hays County, Pct. 1
Jerry Borcherding, P.E., Hays County
Winton Porterfield, Hays County
Michael J. Weaver, HNTB Corporation
Carlos A. Lopez, P.E., HNTB Corporation

Hays County Partnership Program
IFB 2023-B01 - FM 110 South Grading
Bid Opening November 3, 2022

Bid Comparison

Bidder	Bid Amount	Rank	Difference from Engineer's Estimate ($)	Difference from Engineer's Estimate (%)	Difference from Low Bid ($)	Difference from Low Bid (%)
Capital Excavation Company	$1,569,440.91	1	($412,253.29)	-20.8%	-	-
Dale Lowden Excavating	$1,570,715.75	2	($410,978.45)	-20.7%	$1,274.84	0.1%
Cox Commercial Construction	$1,957,627.78	3	($24,066.42)	-1.2%	$388,186.87	24.7%
Chasco Constructors	$2,049,000.00	4	$67,305.80	3.4%	$479,559.09	30.6%
ENGINEER'S ESTIMATE	$1,981,694.20		$0.00	0.0%	$412,253.29	26.3%

Hays County Partnership Program
IFB 2023-B01 - FM 110 South Grading
Bid Opening November 3, 2022

BID ITEM	TECH SPEC	DESCRIPTION	BID QUANTITY	UNIT MEASURE	Engineer's Estimate		Capital Excavation Company		Dale Lowden Excavating		Cox Commercial Construction	
					UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID
1	0110-6003	EXCAVATION (SPECIAL)	68518	CY	$ 17.42	$ 1,193,583.56	$ 14.00	$ 959,252.00	$ 14.50	$ 993,511.00	$ 18.75	$ 1,284,712.50
2	0160-6003	FURNISHING AND PLACING TOPSOIL (4")	141009	SY	$ 2.00	$ 282,018.00	$ 1.01	$ 142,419.09	$ 0.55	$ 77,554.95	$ 1.50	$ 211,513.50
3	0164-6003	BROADCAST SEED (PERM) (RURAL) (CLAY)	141009	SY	$ 0.25	$ 35,252.25	$ 0.18	$ 25,381.62	$ 0.20	$ 28,201.80	$ 0.18	$ 25,381.62
4	0164-6009	BROADCAST SEED (TEMP) (WARM)	70504	SY	$ 0.25	$ 17,626.00	$ 0.15	$ 10,575.60	$ 0.20	$ 14,100.80	$ 0.15	$ 10,575.60
5	0164-6011	BROADCAST SEED (TEMP) (COOL)	70504	SY	$ 0.25	$ 17,626.00	$ 0.15	$ 10,575.60	$ 0.20	$ 14,100.80	$ 0.14	$ 9,870.56
6	0168-6001	VEGETATIVE WATERING	4231	MG	$ 21.51	$ 91,008.81	$ 34.00	$ 143,854.00	$ 42.30	$ 178,971.30	$ 19.00	$ 80,389.00
7	0169-6001	SOIL RETENTION BLANKETS (CL 1) (TY A)	30000	SY	$ 1.50	$ 45,000.00	$ 1.00	$ 30,000.00	$ 1.25	$ 37,500.00	$ 1.30	$ 39,000.00
8	0432-6031	RIPRAP (STONE PROTECTION)(12 IN)	200	CY	$ 160.00	$ 32,000.00	$ 156.00	$ 31,200.00	$ 181.25	$ 36,250.00	$ 210.00	$ 42,000.00
9	0496-6043	REMOV STR (SMALL FENCE)	1753	LF	$ 2.77	$ 4,855.81	$ 3.00	$ 5,259.00	$ 2.75	$ 4,820.75	$ 6.00	$ 10,518.00
10	0500-6001	MOBILIZATION	1	LS	$ 180,154.02	$ 180,154.02	$ 150,000.00	$ 150,000.00	$ 119,546.25	$ 119,546.25	$ 180,000.00	$ 180,000.00
11	0502-6001	BARRICADES, SIGNS AND TRAFFIC HANDLING	6	MO	$ 1,500.00	$ 9,000.00	$ 2,300.00	$ 13,800.00	$ 2,410.15	$ 14,460.90	$ 3,500.00	$ 21,000.00
12	0506-6020	CONSTRUCTION EXITS (INSTALL) (TY 1)	208	SY	$ 36.53	$ 7,598.24	$ 20.00	$ 4,160.00	$ 23.75	$ 4,940.00	$ 12.00	$ 2,496.00
13	0506-6024	CONSTRUCTION EXITS (REMOVE)	208	SY	$ 47.98	$ 9,979.84	$ 2.00	$ 416.00	$ 2.50	$ 520.00	$ 5.00	$ 1,040.00
14	0506-6038	TEMP SEDMT CONT FENCE (INSTALL)	2977	LF	$ 3.31	$ 9,853.87	$ 3.00	$ 8,931.00	$ 3.05	$ 9,079.85	$ 2.50	$ 7,442.50
15	0506-6039	TEMP SEDMT CONT FENCE (REMOVE)	2977	LF	$ 1.00	$ 2,977.00	$ 1.00	$ 2,977.00	$ 1.05	$ 3,125.85	$ 0.50	$ 1,488.50
16	0550-6006	GATE (REMOVE)	2	EA	$ 433.40	$ 866.80	$ 650.00	$ 1,300.00	$ 287.50	$ 575.00	$ 250.00	$ 500.00
17	0552-6001	WIRE FENCE (TY A)	1780	LF	$ 22.50	$ 40,050.00	$ 15.00	$ 26,700.00	$ 17.55	$ 31,239.00	$ 15.00	$ 26,700.00
18	0552-6007	GATE (TY 3)	2	EA	$ 1,122.00	$ 2,244.00	$ 1,320.00	$ 2,640.00	$ 1,108.75	$ 2,217.50	$ 1,500.00	$ 3,000.00
		TOTAL COST ADJUSTED FOR CORRECTNESS				**$ 1,981,694.20**		**$ 1,569,440.91**		**$ 1,570,715.75**		**$ 1,957,627.78**
		ACTUAL BID PROPOSAL				$ 1,981,694.20		$ 1,569,440.91		$ 1,570,715.75		$ 1,957,627.78
		ADJUSTMENT DIFFERENCE				$ -		$ -		$ -		$ -

Hays County Partnership Program
IFB 2023-B01 - FM 110 South Grading
Bid Opening November 3, 2022

BID ITEM	TECH SPEC	DESCRIPTION	BID QUANTITY	UNIT MEASURE	Chasco Constructors	
					UNIT COST	AMOUNT BID
1	0110-6003	EXCAVATION (SPECIAL)	68518	CY	$ 20.50	$ 1,404,619.00
2	0160-6003	FURNISHING AND PLACING TOPSOIL (4")	141009	SY	$ 1.00	$ 141,009.00
3	0164-6003	BROADCAST SEED (PERM) (RURAL) (CLAY)	141009	SY	$ 0.20	$ 28,201.80
4	0164-6009	BROADCAST SEED (TEMP) (WARM)	70504	SY	$ 0.15	$ 10,575.60
5	0164-6011	BROADCAST SEED (TEMP) (COOL)	70504	SY	$ 0.15	$ 10,575.60
6	0168-6001	VEGETATIVE WATERING	4231	MG	$ 20.00	$ 84,620.00
7	0169-6001	SOIL RETENTION BLANKETS (CL 1) (TY A)	30000	SY	$ 1.75	$ 52,500.00
8	0432-6031	RIPRAP (STONE PROTECTION)(12 IN)	200	CY	$ 275.00	$ 55,000.00
9	0496-6043	REMOV STR (SMALL FENCE)	1753	LF	$ 5.00	$ 8,765.00
10	0500-6001	MOBILIZATION	1	LS	$ 191,552.00	$ 191,552.00
11	0502-6001	BARRICADES, SIGNS AND TRAFFIC HANDLING	6	MO	$ 1,000.00	$ 6,000.00
12	0506-6020	CONSTRUCTION EXITS (INSTALL) (TY 1)	208	SY	$ 25.00	$ 5,200.00
13	0506-6024	CONSTRUCTION EXITS (REMOVE)	208	SY	$ 5.00	$ 1,040.00
14	0506-6038	TEMP SEDMT CONT FENCE (INSTALL)	2977	LF	$ 5.00	$ 14,885.00
15	0506-6039	TEMP SEDMT CONT FENCE (REMOVE)	2977	LF	$ 1.00	$ 2,977.00
16	0550-6006	GATE (REMOVE)	2	EA	$ 500.00	$ 1,000.00
17	0552-6001	WIRE FENCE (TY A)	1780	LF	$ 16.00	$ 28,480.00
18	0552-6007	GATE (TY 3)	2	EA	$ 1,000.00	$ 2,000.00

TOTAL COST ADJUSTED FOR CORRECTNESS	**$ 2,049,000.00**
ACTUAL BID PROPOSAL	$ 2,049,000.00
ADJUSTMENT DIFFERENCE	$ -

K·FRIESE
+ ASSOCIATES
PUBLIC PROJECT ENGINEERING

1120 S. Capital of Texas Highway
CityView 2, Suite 100, Austin, Texas 78746
P 512.338.1704 | F 512.338.1784 | kfriese.com
TBPE Firm No. 6535

November 7, 2022

Ms. Maria Castanon, P.E.
GEC Project Manager
Hays County Road Bond Program
mcastanon@hntb.com

RE: FM 110 South Grading IFB ~~2020-B16~~ 2023-B01

Dear Ms. Castanon,

Following is an assessment of the bid forms as provided to K Friese + Associates on November 4, 2022:

Capital Excavation Company	$1,569,440.91
Chasco Constructors	$2,049,000.00
Cox Commercial Construction	$1,957,627.78
Dale Lowden Excavating	$1,570,715.75

The certified bid tabulation is attached. The lowest Alternate Bid was $1,569,440.91 received from Capital Excavation Company. No mathematical errors were found in the various Bids.

It is KFA's recommendation, based on low bid criteria only, to award the contract to Capital Excavation Company, for their low bid in the amount of $1,569,440.9. All other award evaluation and recommendations will be performed by the Hays County Bond Program Manager. Should you have any questions, please feel free to contact me.

Sincerely,

Charlotte Gilpin

Charlotte A. Gilpin, PE
Project Manager

Attachments:
Certified bid tabulation
Bid Forms as Submitted

Telephone Interview Reference Check

Solicitation Number & Name: IFB 2023-B01 FM 110 South Grading Project

Respondent Name:	Capital Excavation Company
Company to be contacted as a Reference:	City of New Braunfels
Name & Title of Designated Reference:	Nate Garza, Capital Programs Project Manager
Contact Number for Designated Reference:	(830) 221-4000 / 830-221-4082 Direct
Point of Contact Information for Individual Responding to Reference Check if Different than Point of Contact Designated in the Response:	

Introduction: Hello, my name is Paula Gruber with HNTB Corporation (Hays County GEC). We are currently evaluating vendor proposals for FM 110 South Grading Project and checking vendor references. Your name and number were provided to us as a reference for Capital Excavation Company.

Questions:

1. Has the vendor provided roadway grading services to your organization in the past 3 years?
   ☑ Yes ☐ No
2. How long has the vendor provided roadway grading services to your organization?
   2 years.
3. What is the approximate annual value of the vendor's contract?
   Total contract value $11 million (vendor was Prime).
4. Did the vendor stay within budget? ☑ Yes ☐ No
5. On a rating scale of 0 to 3 – where (0) Unsatisfactory, (1) Marginally Satisfactory, (2) Satisfactory, (3) Exceeds Expectations, and (N/A) Not Applicable – please provide answers to the following questions:

   a. How satisfied was your organization with the timeliness of the vendor's delivery of products or performance of services under the contract?
      ☐ 0, ☐ 1, ☑ 2, ☐ 3, ☐ N/A, ☐ Declined to Respond

   b. How satisfied was your organization with the skill, knowledge, cooperativeness, and professional manner of the personnel assigned by the vendor?
      ☐ 0, ☐ 1, ☑ 2, ☐ 3, ☐ N/A, ☐ Declined to Respond

   c. How satisfied was your organization with the vendor's ability to resolve problems?
      ☐ 0, ☐ 1, ☑ 2, ☐ 3, ☐ N/A, ☐ Declined to Respond

d. How satisfied was your organization with the vendor's customer service?
☐ 0, ☐ 1, ☑ 2, ☐ 3, ☐ N/A, ☐ Declined to Respond

e. Overall, how satisfied was your organization with the vendor's performance?
☐ 0, ☐ 1, ☑ 2, ☐ 3, ☐ N/A, ☐ Declined to Respond

6. Do you have any Comments? ☑ Yes ☐ No

Mr. Garza would approve Capital Excavation Company's rehire if they were determined to be the low bidder for a project.

Reference Check Conducted By:

Printed Name:	Paula Gruber
Date & Time:	November 18, 2022 1:38 PM
Signature:	Paula Gruber

Reference check activities were unsuccessful for the following reason(s):

☐ Designated point of contact declines to answer any questions.

☐ Designated point of contact information provided in response was incorrect.

☐ Designated point of contact was determined to be "unavailable" after ____ unsuccessful attempts on the following dates and times:

_____

☐ Other:

_____

_____

_____

Telephone Interview Reference Check

Solicitation Number & Name: IFB 2023-B01 FM 110 South Grading Project

Respondent Name:	Capital Excavation Company
Company to be contacted as a Reference:	Texas Department of Transportation
Name & Title of Designated Reference:	Jason Cavness, Area Engineer
Contact Number for Designated Reference:	(512) 997-2200
Point of Contact Information for Individual Responding to Reference Check if Different than Point of Contact Designated in the Response:	

Introduction: Hello, my name is Paula Gruber with HNTB Corporation (Hays County GEC). We are currently evaluating vendor proposals for FM 110 South Grading Project and checking vendor references. Your name and number were provided to us as a reference for Capital Excavation Company.

Questions:

1. Has the vendor provided roadway grading services to your organization in the past 3 years?
   ☑ Yes ☐ No
2. How long has the vendor provided roadway grading services to your organization?
   At least three years.
3. What is the approximate annual value of the vendor's contract?
   RM 2222 at RM 620: Phase 1 - $24 million; Phase 2 - $16 million (vendor is Prime).
4. Did the vendor stay within budget? ☐ Yes ☑ No Phase 1 was over budget due to utility delays and not due to vendor; Phase 2 currently over budget app. 10% due to utility delays and not due to vendor.
5. On a rating scale of 0 to 3 – where (0) Unsatisfactory, (1) Marginally Satisfactory, (2) Satisfactory, (3) Exceeds Expectations, and (N/A) Not Applicable – please provide answers to the following questions:

   a. How satisfied was your organization with the timeliness of the vendor's delivery of products or performance of services under the contract?
      ☐ 0, ☐ 1, ☐ 2, ☑ 3, ☐ N/A, ☐ Declined to Respond

   b. How satisfied was your organization with the skill, knowledge, cooperativeness, and professional manner of the personnel assigned by the vendor?
      ☐ 0, ☐ 1, ☐ 2, ☑ 3, ☐ N/A, ☐ Declined to Respond

   c. How satisfied was your organization with the vendor's ability to resolve problems?
      ☐ 0, ☐ 1, ☐ 2, ☑ 3, ☐ N/A, ☐ Declined to Respond

d. How satisfied was your organization with the vendor's customer service?
☐ 0, ☐ 1, ☐ 2, ☑ 3, ☐ N/A, ☐ Declined to Respond

e. Overall, how satisfied was your organization with the vendor's performance?
☐ 0, ☐ 1, ☐ 2, ☑ 3, ☐ N/A, ☐ Declined to Respond

6. Do you have any Comments? ☑ Yes ☐ No

Vendor was proactive in resolving conflicts and revising project phasing to accommodate unanticipated delays.

Reference Check Conducted By:

Printed Name:	Paula Gruber
Date & Time:	November 18, 2022 11:00 AM
Signature:	Paula Gruber

Reference check activities were unsuccessful for the following reason(s):

☐ Designated point of contact declines to answer any questions.

☐ Designated point of contact information provided in response was incorrect.

☐ Designated point of contact was determined to be "unavailable" after ____ unsuccessful attempts on the following dates and times:

_____

☐ Other:

_____

_____

_____

Telephone Interview Reference Check

Solicitation Number & Name: IFB 2023-B01 FM 110 South Grading Project

Respondent Name:	Capital Excavation Company
Company to be contacted as a Reference:	City of Pflugerville
Name & Title of Designated Reference:	Bradley Marshall
Contact Number for Designated Reference:	(512) 990-6400
Point of Contact Information for Individual Responding to Reference Check if Different than Point of Contact Designated in the Response:	Tim Rathe, Construction Inspector 2

Introduction: Hello, my name is Paula Gruber with HNTB Corporation (Hays County GEC). We are currently evaluating vendor proposals for FM 110 South Grading Project and checking vendor references. Your name and number were provided to us as a reference for Capital Excavation Company.

Questions:

1. Has the vendor provided roadway grading services to your organization in the past 3 years?
   ☑ Yes ☐ No
2. How long has the vendor provided roadway grading services to your organization?
   A little over a year.
3. What is the approximate annual value of the vendor's contract?
   $4 to $5 million total contract value.
4. Did the vendor stay within budget? ☑ Yes ☐ No
5. On a rating scale of 0 to 3 – where (0) Unsatisfactory, (1) Marginally Satisfactory, (2) Satisfactory, (3) Exceeds Expectations, and (N/A) Not Applicable – please provide answers to the following questions:

   a. How satisfied was your organization with the timeliness of the vendor's delivery of products or performance of services under the contract?
      ☐ 0, ☐ 1, ☐ 2, ☑ 3, ☐ N/A, ☐ Declined to Respond

   b. How satisfied was your organization with the skill, knowledge, cooperativeness, and professional manner of the personnel assigned by the vendor?
      ☐ 0, ☐ 1, ☐ 2, ☑ 3, ☐ N/A, ☐ Declined to Respond

   c. How satisfied was your organization with the vendor's ability to resolve problems?
      ☐ 0, ☐ 1, ☐ 2, ☑ 3, ☐ N/A, ☐ Declined to Respond

d. How satisfied was your organization with the vendor's customer service?

☐ 0, ☐ 1, ☐ 2, ☑ 3, ☐ N/A, ☐ Declined to Respond

e. Overall, how satisfied was your organization with the vendor's performance?

☐ 0, ☐ 1, ☐ 2, ☑ 3, ☐ N/A, ☐ Declined to Respond

6. Do you have any Comments? ☑ Yes ☐ No

The City was very satisfied with vendor's performance and would contract again with vendor, as appropriate.

Reference Check Conducted By:

Printed Name:	Paula Gruber
Date & Time:	November 28, 2022 7:30 AM
Signature:	Paula Gruber

Reference check activities were unsuccessful for the following reason(s):

☐ Designated point of contact declines to answer any questions.

☐ Designated point of contact information provided in response was incorrect.

☐ Designated point of contact was determined to be "unavailable" after ____ unsuccessful attempts on the following dates and times:

_____

☐ Other:

_____

_____

_____

STANDARD FORM OF CONTRACT
Hays County, Texas

STATE OF TEXAS

HAYS COUNTY

THIS STANDARD FORM OF CONTRACT (the "Contract") is by and between **HAYS COUNTY, TEXAS**, a political subdivision of the State of Texas (hereinafter called "County") and **CAPITAL EXCAVATION COMPANY** (hereinafter called Contractor").

The County and Contractor, in consideration of the mutual covenants hereinafter set forth, agrees as follows:

Article 1. Work

Contractor shall complete all Work as specified or indicated in the Contract Documents. The "Project is generally described as follows:

Project No. **IFB 2023-B01** – **FM 110 South Grading Project**
(Project Name)

Article 2. Engineer of Record

The Project has been designed by **K. FREISE & ASSOCIATE.** who is hereinafter called the "Engineer of Record" and who is to act as the County's design professional.

Article 3. Contract Time

The Work shall be Substantially Completed in **136 Working Days** (the "Contract Time"). Following Substantial Completion, the Contractor shall proceed expeditiously with adequate forces and shall achieve Final Completion within the time specified in the Special Conditions.

Article 4. Contract Price

County shall pay Contractor for completions of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Paragraph 4.1 below (the "Contract Price")

4.1 For all Unit price Work, an amount equal to the sum of the established unit price for each separately identified item of the Unit Price Work times the estimated quantity if that item as indicated in the Bid Form Schedule of Rates and Prices. And as totaled below:

TOTAL OF ALL UNIT PRICES: **$1,569,440.91**
One Million Five Hundred Sixty-Nine Thousand Four Hundred Forty Dollars and Ninety One Cents

As provided in the Standard Specifications, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by the Engineer of Record.

Article 5. Contractor's Representations

In order to induce County to enter into this Contract, Contractor makes the following representations:

5.1 Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents including the "technical data".

5.2 Contractor has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance or furnishing of the Work.

5.3 Contractor is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, performance and furnishing of the Work.

5.4 Contractor has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site which has been identified. Contractor acknowledges that such reports and drawings are not Contract Documents and may not be complete for Contractor's purposes. Contractor acknowledges that the County and Engineer of Record do not assume responsibility for the accuracy or completeness if information and data shown or indicated in the Contract Documents with respect to Underground Facilities at or contiguous to the site.

5.5 Contractor has correlated the information known to Contractor, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and date with the Contract Documents.

5.6 Contractor has given Engineer of Record written notice of all conflicts, errors, ambiguities or discrepancies that Contractor has discovered in the Contract Documents and the written resolution thereof by Engineer of Record is acceptable to Contractor, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of Work.

5.7 Contractor represents and agrees that there are no obligations, commitments, or impediments of any kind that will limit or prevent performance of its obligations under the Contract Documents.

5.8 Contractor warrants, represents, and agrees that if (i) it is a corporation or limited liability company, then it is a corporation duly organized, validly existing and in good standing to

conduct business in the State of Texas, or a foreign corporation or limited liability company duly authorized and in good standing to conduct business in the State of Texas, that it has all necessary corporate power and has received all necessary corporate approvals to execute and deliver this Contract, and the individual executing the Contract on behalf of the Contractor has been duly authorizes to act for and bind Contractor; or (ii) if it is a partnership, limited partnership, or limited liability partnership, then it has necessary partnership power and has secured all necessary approvals to execute and deliver this Contract and perform all its obligations under the Contract Documents; and the individual executing this Contract on behalf of Contractor has been duly authorized to act for and bind Contractor.

5.9 Neither the execution and delivery of this Contract by Contractor nor the performance of its obligations under the Contract Documents will result in the violation of any provision, if a corporation, of its articles of incorporation or bylaws, if a limited liability company, of its articles of organization or regulations, or if a partnership, by any partnership agreement by which Contractor is bound, or any agreement by which Contractor is bound or to the best of the Contractor's knowledge and belief, will conflict with any order or decree of any court of governmental instrumentality relating to Contractor.

5.10 Except for the obligation of the County to pay Contractor the Contract Price pursuant to the terms of the Contract Documents, and to perform certain other obligations pursuant to the terms and conditions explicitly set forth in the Contract Documents, County shall have no liability to Contractor or to anyone claiming through or under Contractor by reason of the execution or performance of the Contract. Notwithstanding any obligation or liability of County to Contractor, no present or future partner or affiliate of County or any agent, officer, director, or employee of County, or of the various departments comprising Hays County, or anyone claiming through or under Contractor by reason of the execution or performance of this Contract.

Article 6. Contract Documents

The "Contract Documents", which comprise the entire agreement between Hays County and Contractor concerning the Work, consist of the following:

6.1 This Standard Form of Contract

6.2 Performance Bond

6.3 Payment Bond

6.4 Maintenance Bond

6.5 Certificate of Insurance

6.6 Wage Rates

6.7 Standard Specifications

6.8 Special Provisions

6.9 Special Conditions

6.10 Technical Specifications

6.11 Plan Drawings

6.12 Addendum numbers ____1___to ____1____, inclusive

6.13 Contractor's Bid Form

6.14 Documentation submitted by Contractor prior to Notice of Award

6.15 The following which may be delivered or issued after the Effective Date of the Contract and are not attached hereto: All Written Amendments and other documents amending, modifying or supplementing the Contract Documents pursuant to applicable sections in the Standard Specifications.

The documents listed in paragraphs 6.2 et seq. above are attached to this Contract (except as expressly noted otherwise above).

There are no Contract Documents other than those listed above in this Article 6. The Contract Documents may only be amended, modified or supplemented as provided in the Standard Specifications.

Article 7. Miscellaneous

7.1 Terms used in this contract which are defined in the Standard Specifications will have the meanings included in the Standard Specifications.

7.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

7.3 The County and Contractor each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

7.4 Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the County and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention if the stricken position.

7.5 Each Party to this Contract hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connections with this Contract shall lie exclusively in Hays County, Texas. Furthermore, this Contract shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however its choice of law rules.

7.6 The parties to this Contract agree that during the performance of the services under this Contract they will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The parties to this Contract will take affirmative action to ensure that applicants are employed and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; termination; rates of pay or other forms of compensation, and selection for training including apprenticeship.

7.7 This Contract is for the sole and exclusive benefit of the parties hereto, and nothing in this Contract, express or implied, is intended to confer or shall be construed as conferring upon any other person any rights, remedies or any other type or types of benefits.

7.8 Each party to this Contract acknowledges that it and its counsel have reviewed this Contract and that the normal rules of construction ae not applicable and there will be no presumption that any ambiguities will be resolves against the drafting party in the interpretation of this Contract.

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

7.10 Nothing in this Contract shall be deemed to waive, modify or amend any legal defense available at law or in equity to County, its past or present officers, employees, or agents or employees, nor to create any legal rights or claim on behalf of any third party. County does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

7.11 To the Extent, if any, that any provision in this Contract is in conflict with Tex. Gov't Code 552.001 et seq., as amended (the "Public Information Act"), the same shall be of no force

or effect. Furthermore, it is expressly understood and agreed that County, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any items or data furnished to County as to whether or not the same are available to the public. It is further understood that County's officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and the County, its officers and employees shall have no liability or obligation to any party hereto for the disclosure to the public, or to any person or persons, of any items or data furnished to County by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

7.12 County and Contractor have signed this Contract in triplicate. One counterpart each has been delivered to the County, Contractor and Engineer of Record. All portions of the Contract Documents have been signed, initialed, or identified by County and Contractor or identified by Engineer of Record on their behalf.

7.13 This Contract and Contract Documents represent the entire and integrates agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either oral or written. This Contract may be amended only by written instrument signed by each party to this Contract. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIES, TO AMEND THIS CONTRACT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE HAYS COUNTY COMMISSIONERS COURT.

This Contract will be effective on December 6, 2022 (which is the "Effective Date" of the Contract)

COUNTY, HAYS	CONTRACTOR, CAPITAL EXCAVATION COMPANY
By:_____	By:_____
Printed Name: Rueben Becerra, _____	Printed Name: _____
Title: Hays County Judge _____	Title: _____

(CORPORATE SEAL)

Attest:_____	Attest: _____
Dr. Elaine H. Cardenas, County Clerk	

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Date: 12/06/2022

Requested By: Marcus Pacheco

Sponsor: Commissioner Shell

Agenda Item:

Discussion and possible action to authorize a salary exception at the 12th percentile for the Environmental Health Specialist I, slot 0235-004 in the Development Services Department effective December 12, 2022. **SHELL/PACHECO**

Summary:

The Development Services Department has received an application for the vacant Environmental Health Specialist I position and requests the Court's consideration to offer the position at an annualized salary of $42,167.04, approximately in the 12th percentile of the range. Current county policy indicates that an individual may not be hired above the minimum without Commissioners Court approval for positions in grades 112 and below. The candidate has a bachelor's and master's degree in biology and has all the qualifications to perform the necessary duties as well as enhancing the programs scope. He was a former county employee and would be an asset to the departments overall goals and objectives.

Fiscal Impact:

Amount Requested: $2,898.77 (annualized)
$2,319.02 (FY23)
Line Item Number: 001-657-00]

Budget Office:

Source of Funds: General Fund
Budget Amendment Required Y/N?: No
Comments: Position is budgeted at the requested rate and has been vacant for 2 months. No additional funds are required.

$39,780	Base Salary (grade 111)
$42,167	12th Percentile
$2,387	Difference
$512	Fringe
$2,899	Total Impact
$2,319	FY 23 Impact (9.6 mos)

Auditor's Office:

Purchasing Guidelines Followed Y/N?: N/A
G/L Account Validated Y/N?: Yes, Salaries and Fringe
New Revenue Y/N?: N/A
Comments:

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Date: 12/06/2022

Requested By: Brett Littlejohn

Sponsor: Commissioner Ingalsbe

Agenda Item:

Discussion and possible action to authorize the Juvenile Detention Center Director to hire the Transitional Coordinator position slot 0970-002 at the 25th percentile effective January 3, 2023. **INGALSBE/LITTLEJOHN**

Summary:

The JDC Director has a candidate for the Transitional Coordinator position with a master's degree in public administration and extensive experience working with youth in a residential and correctional setting. The candidate is currently working as a counselor in a jail setting with very similar job duties and would be an asset to the Center's youth programs.

Fiscal Impact:

Amount Requested: $6,642.77 (annualized)
$4,982.08 (FY23 fiscal impact)
Line Item Number: 070-685-00]

Budget Office:

Source of Funds: Juvenile Detention Center Fund (supported by the General Fund)
Budget Amendment Required Y/N?: No
Comments: Position was budgeted at a slightly higher rate than the requested salary. No additional funds are required.
Fiscal Impact:

$43,758	Base Salary (grade 112)
$49,228	25th Percentile
$5,470	Difference
$1,173	Fringe
$6,643	Total Impact
$4,982	FY23 Impact (9 mos)

Auditor's Office:

Purchasing Guidelines Followed Y/N?: N/A
G/L Account Validated Y/N?: Yes, Salaries and Benefits
New Revenue Y/N?: N/A
Comments:

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Date: 12/06/2022

Requested By: Marcus Pacheco and Jerry Borcherding

Sponsor: Commissioner Jones

Agenda Item

Discussion and possible action to authorize the renaming of a portion of Old FM 2001 to Ray Romero Drive.
JONES/BORCHERDING/PACHECO

Summary

The realignment and expansion project for FM 2001 has recently finished construction for a portion of the new alignment. As a result, a portion of the Old FM 2001 will need to have the road name changed for the purposed of the 911 street addressing guidelines. Staff has including a map of the portion to be renamed to Ray Romero Drive. Furthermore, the name change will not be finalized until ownership has been fully conveyed from State to the County.

Attachments

Road Map

N
CABELAS DR
ROYSTON RD
FIRE CRACKER DR
IH 35
E GOFORTH ST
Proposed
Ray Romero Drive
SUNBRIGHT BLVD
CLAUDIA DR
GLENVIEW LN
OLD GOFORTH RD
OLD WEST TRL
CALLE ALTA RD
FM 2001

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Date: 12/06/2022

Requested By: Tammy Crumley

Sponsor: Commissioner Ingalsbe

Agenda Item:

Discussion and possible action to authorize the County Judge to execute a Professional Services Agreement with HDR Architecture, Inc. to develop schematics for accessibility ramps and other improvements to the Hays County Government Center. **INGALSBE/T.CRUMLEY**

Summary:

Modifications need to be made to building and employee entrances as well as two district courtrooms located at the Government Center to ensure compliance with the Texas Accessibility Standards (TAS) and the Americans with Disabilities Act (ADA).

Fiscal Impact:

Amount Requested: $49,995
Line Item Number: 114-751-00.5741 (50%)
170-657-00.5741 (50%)

Budget Office:

Source of Funds: Civil Courts Building Fund (114) & Infrastructure Improvement Fee Fund (170)
Budget Amendment Required Y/N?: No
Comments: Special Revenue Civil Courts Building Fund has a required 50% match, recommend Infrastructure Improvement Fund

Auditor's Office:

Purchasing Guidelines Followed Y/N?: Professional Services under $50,000
G/L Account Validated Y/N?: Yes, Misc Capital Improvements
New Revenue Y/N?: N/A
Comments:

Attachments

HDR Proposal
HDR Professional Services Agreement

November 28, 2022

Tammy Crumley
Director of County Operations
Hays County
712 S Stagecoach Trail
San Marcos, Texas 78666

Dear Tammy,

Thank you for contacting us to address the immediate need for accessibility to the judge's bench and jury box district courtrooms. We propose approaching this issue in the following manner.

Task 1 – Design (assumed to be 1.5 months)

- Review record drawings, have HC Facilities confirm critical dimensions and/or questions
- Develop proposed solution(s)
- Review proposed solution(s) with Owner's representatives
- Coordinate detailing with manufacturer
- Create bid documents (demo, architectural, electrical)

Task 2 – Procurement & AHJ Review (assumed to be 3 months – Hays County Facilities leads)

- Submit to Texas Accessibility Specialist (TAS) for review and filing with the state
- Submit to local Authority Having Jurisdiction (AHJ) for review
- Work with Owner's Purchasing Department during Procurement for pre-bid conference and issuing addenda, as needed

Task 3 – Construction (assumed to be 6 months – Hays County Facilities leads)

- Review substitution requests, submittals and Requests for Information (RFIs)
- Perform 1 mid-construction site visit, if needed
- Perform 1 punch list visit

FEE
Similar to our arrangement for the Elections exterior ramp project, we propose to deliver this project using a similar contract and on a time-and-expenses basis with a not-to-exceed limit of **$49,995**. Our hourly rate sheet is attached and expenses will be invoiced at a cost.

DISCLAIMERS & ASSUMPTIONS

- After bid documents are delivered, Hays County will manage the effort and reach back to HDR when needed using the items listed in Tasks 2 and 3 above as pointers for typical interaction moments in a project. HDR is to be involved with any review of substitution requests and submittals as well as a final punch, at minimum.

- We anticipate the disciplines needed for this effort will be architecture and electrical. Project management will occur throughout.
- Exact schedule is dependent upon ability to coordinate with entities outside of the design team as well as the Contractor's schedule.
- All deliverables to Owner, Contractor and AHJs will be electronic, and no printing will be required for submissions to these entities.
- We have assumed that all meetings can be held remotely, hence no travel has been included for meetings.
- Note that this proposal's rate will remain in effect for 60 calendar days. If a contract is not exercised for this proposal within that timeframe, we retain the right to revisit the proposal. We will begin these services upon successful execution of an agreement.
- The standard of care for all services performed or furnished by Consultant under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality.

We appreciate you continuing to place your trust in our team and hope we can begin this work for you soon.

Sincerely,
HDR Architecture, Inc.

Chad W. Anderson
Authorized Representative, Managing Principal

attachment

cc: Halden Tally, file

HDR Architecture, Inc.
Hourly Rates 2023

PERSONNEL TITLE	
Subject Matter Expert	$368.00
Managing Principal	$306.00
Principal	$295.00
Project Manager	$229.00
Sr. Project Manager	$298.00
Sr. Design Principal	$349.00
Sr. Project Designer	$278.00
Project Designer	$234.00
Jr. Project Designer	$146.00
Sr. Project Architect	$234.00
Project Architect	$168.00
Office BIM Manager	$206.00
Sr. Project Coordinator	$194.00
Project Coordinator	$104.00
Sr. Architecture Planner	$306.00
Sr. Interiors Designer	$166.00
Interiors Designer	$104.00
Sustainable Designer	$208.00
Sr. Civil Project Engineer	$277.00
Civil Project Engineer	$194.00
Sr. Structural Project Engineer	$277.00
Structural Project Engineer	$184.00
Structural Drafter	$127.00
Sr. Plumbing Designer	$277.00
Sr. Mechanical Project Engineer	$277.00
Mechanical Project Engineer	$194.00
Mechanical EIT	$127.00
Mechanical Project Coordinator	$196.00
Mechanical Drafter	$166.00
Sr. Electrical Engineer	$294.00
Electrical EIT	$150.00
Sr. Electrical Drafter	$179.00
Security Designer	$272.00
Electronic Security Specialist	$155.00
Physical Security Specialist	$228.00
Sr. Landscape Project Architect	$294.00
Landscape Project Coordinator	$112.00
Sr. Construction Contract Administrator	$244.00
Construction Contract Administrator	$201.00
Sr. Graphic Designer	$150.00
Sr. Fire Protection Engineer	$193.00
Equipment Planner	$189.00
Steno Clerical	$123.00
Sr. Administrative	$145.00

* Rates are subject to an annual increase at the start of each calendar year

PROFESSIONAL SERVICES AGREEMENT
HAYS COUNTY, TEXAS

HAYS COUNTY, a political subdivision of the State of Texas (hereinafter the "County") with administrative offices at 111 E. San Antonio, Suite 300, San Marcos, Texas 78666, and HDR Architecture, Inc. hereinafter "Contractor"), whose primary place of business is located at 8750 N. Central Expressway, Suite 100, Dallas, Texas 75231-6431, hereby enter into this Professional Services Agreement (hereinafter "Agreement") effective the 6th day of December, 2022 (hereinafter "Effective Date"). The County and Contractor (collectively "the parties to this Agreement" or "the parties") agree as follows:

1. OVERVIEW

Develop Schematic options(s) for accessibility to the judge's bench and jury box within courtrooms. HDR disciplines involved include architecture and site design. Develop a budgetary cost estimate of probable construction cost for a competitive design bid-build construction procurement process.

2. SERVICES

Contractor agrees to perform services for the County in accordance with the County's instructions and, in particular, the instructions of Tammy Crumley, Director of Countywide Operations and/or legal counsel for the Hays County Commissioners Court; and in conformance with the descriptions, definitions, terms, and conditions of this Agreement. The Scope of Services shall be limited to those services and terms attached hereto as Exhibit "A", and any subsections of Exhibit "A", if as and when they are attached hereto and signed by the parties (collectively "the Work"). If the parties to this Agreement amend the Work required under this Agreement (by adding or removing specific services and/or terms enumerated in Exhibits "A" and/or "C"), the Compensation cited in Section 5 of this Agreement may also be amended to conform with the change in Scope of Services, as agreed by the parties.

3. ADDITIONAL TERMS

Additional Terms and Obligations of the parties to this Agreement, if any, are stated in Exhibit "C", attached hereto.

4. DURATION

The parties agree that the Work shall be completed forty-five (45) days after commencement date. (hereinafter the "Completion Date"). In the event that Contractor is unable to complete the Work by the Completion Date, Contractor shall request an extension of the Completion Date in writing no later than fifteen (15) business days prior to the Completion Date. The County may grant extensions of the Completion Date for all reasonable extension requests and shall do so in writing.

5. COMPENSATION

Contractor will be compensated for the Work on an hourly-charge basis, the terms of which are cited in Contractor's rate schedule, which is attached hereto as Exhibit "B." Despite any reference to Contractors rate schedule, which shall be used to calculate monthly invoice amounts under this Agreement or a change in the Scope of Services (i.e. Amendment), the parties agree that the

County shall pay Contractor a total fee not to exceed Forty-Nine Thousand Nine Hundred Ninety Five dollars ($49,995 USD) for the Work under this Agreement.

6. PAYMENT

Contractor shall invoice the County for the Work performed under this Agreement on a monthly basis, beginning at the end of the first full month following the Effective Date. The County agrees to promptly pay all invoices in accordance with Texas Government Code Chapter 2251 and by sending payment to Contractor's payment address communicated with the first invoice

7. NOTICE OF COMPLETION

Upon completion of the Work, Contractor shall send a Notice of Completion to the County in writing, and the County shall have the option to inspect the Work (or the product thereof) before it is considered complete under this Agreement. If the County is satisfied that the Work under this Agreement is complete, the County shall send Contractor an Acceptance of Completion in writing. If, after inspection, the County does not agree that the Work is complete or believes that the Work is of deficient quality, the County shall send Contractor a Deficiency Letter, stating the specific aspects of the Work that are incomplete and/or deficient. If, after ten (10) business days from the County's receipt of Contractor's Notice of Completion, the County does not send Contractor either an Acceptance of Completion or a Deficiency Letter, the Work under this Agreement shall be considered complete.

8. NOTICE (GENERAL)

All notices issued by Contractor under or regarding this Agreement shall be provided in writing to the County at: Hays County, Attn: County Judge, 111 E. San Antonio, Suite 300 San Marcos, Texas 78666; <judge.becerra@co.hays.tx.us>.

All notices issued by the County under or regarding this Agreement shall be provided in writing to Contractor at its primary place of business.

Notices from one party to another under this Section may be made by U.S. Mail, parcel post, Facsimile, or Electronic Mail, sent to the designated contact at any of the designated addresses cited above.

9. INSURANCE

Contractor agrees that, during the performance of all terms and conditions of this Agreement, from the Effective Date until the County's acceptance of Contractor's Notice of Completion or until this Agreement is otherwise considered completed as a matter of law, Contractor shall, at its sole expense, provide and maintain Commercial General Liability insurance that meets or exceeds the industry standard for professional services providers in Contractor's field of employment and for the type of services that are being performed by Contractor under this Agreement. Such insurance coverage shall specifically name the COUNTY as co-insured. This insurance coverage shall cover all perils arising from the activities of Contractor, its officers, directors, employees, agents or sub-contractors, relative to this Agreement. Contractor shall be responsible for any deductibles stated in the policy. A copy of the current Certificate of Liability Insurance is attached hereto as Exhibit "D". A true copy of each new Certificate of Liability Insurance shall be provided to the COUNTY within seven (7) days of the new policy date at the following address: Office of General Counsel, Hays County Courthouse, 111 East San Antonio, Suite 202, San Marcos, Texas 78666.

So long as this Agreement is in effect, Contractor shall not cause such insurance to be canceled nor permit such insurance to lapse. All insurance certificates shall include a clause to the effect that the policy shall not be canceled, reduced, restricted or otherwise limited until thirty (30) days after the COUNTY has received written notice as evidenced by a return receipt of registered or certified mail.

10. MUTUAL INDEMNITY

Contractor agrees, to the fullest extent permitted by law, to indemnify and hold harmless the County, its officers, directors and employees against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by Contractor's negligent performance of the Work under this Agreement and that of its subcontractors or anyone for whom the Consultant is responsible or legally liable.

The County agrees, to the fullest extent permitted by law, to indemnify and hold harmless Contractor, its officers, directors, employees and subcontractors against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the County's negligent acts in connection with this Agreement.

Neither the County nor Contractor shall be obligated to indemnify the other party in any manner whatsoever for the other party's negligence.

11. COMPLIANCE WITH LAWS

Each party agrees to comply with all laws, regulations, rules, and ordinances applicable to this Agreement and/or applicable to the parties performing the terms and conditions of this Agreement.

12. SURVIVAL

Notwithstanding any termination of this Agreement, the following Sections, and the terms and conditions contained therein, shall remain in effect: 3, 5, 8, 10, 12, 14, 15, 16, 17, 18, 20, 21 and 22.

13. 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 agreement, 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 Acts of God, Forces of Nature, Civil Riot or Unrest, and Governmental Action that was unforeseeable by all 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.

14. SEVERABILITY

If any Section or provision of this Agreement is held to be invalid or void, the other Sections and provisions of this Agreement shall remain in full force and effect to the greatest extent as is possible, and all remaining Sections or provisions of this Agreement shall be construed so that they are as consistent with the parties' intents as possible.

15. MULTIPLE COUNTERPARTS
This Agreement may be executed in several counterparts, all of which taken together shall constitute one single Agreement between the parties.

16. SECTION HEADINGS, EXHIBITS
The Section and Subsection headings of this Agreement, as well as Section 1, Entitled "Overview," shall not enter in the interpretation of the terms and conditions contained herein, as those portions of the Agreement are included merely for organization and ease of review. The Exhibit(s) that may be referred to herein and may be attached hereto, are incorporated herein to the same extent as if fully set forth herein.

17. WAIVER BY PARTY
Unless otherwise provided in writing by the waiving party, a waiver by either of the parties to this Agreement of any covenant, term, condition, agreement, right, or duty that arises under this Agreement shall be considered a one-time waiver and shall not be construed to be a waiver of any succeeding breach thereof or any other covenant, term, condition, agreement, right, or duty that arises under this Agreement.

18. GOVERNING LAW AND VENUE
THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS. Any lawsuit, claim, or action, whether in law or in equity, arising from this Agreement will be brought in Hays County, Texas.

19. ASSIGNMENT
Neither party to this Agreement may assign it duties, interests, rights, benefits and/or obligations under this Agreement, in whole or in part, without the other party's prior written consent thereto.

20. BINDING EFFECT
Subject to any provisions hereof restricting assignment, this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors, permitted assigns, heirs, executors, and/or administrators.

21. ENTIRE AGREEMENT; AMENDMENT
This Agreement (including any and all Exhibits attached hereto) constitutes the entire agreement between the parties hereto with respect to the subject matter hereof. Any amendments to this Agreement must be made in writing and signed by the parties to this Agreement prior to the performance of any terms or conditions contained in said amendments.

22. WORK PRODUCT
Any and all product, whether in the form of calculations, letters, findings, opinions, or the like, shall be the property of Hays County during and after performance of the Work. Contractor shall have a right to retain a copy of all Work product for record-keeping purposes.

23. TERMINATION BY COUNTY

This Agreement may be terminated by Hays County, for any reason whatsoever, by providing thirty (30) days written notice to Contractor. Any approved services provided under this Agreement up to the date of termination may be invoiced by Contractor after the termination date, and payment of said invoice shall not be unreasonably withheld by the County.

Signatures by the parties to this Professional Services Agreement follow on the next page.

IN WITNESS WHEREOF, the undersigned have duly executed and delivered this Professional Services Agreement, and hereby declare that THEY HAVE READ AND DO UNDERSTAND AND AGREE TO EACH AND EVERY TERM, CONDITION, AND COVENANT CONTAINED IN THIS AGREEMENT AND IN ANY DOCUMENT INCORPORATED BY REFERENCE.

_____	_____
Hays County, Texas	HDR Architecture, Inc.
By: Ruben Becerra	By: _____
Hays County Judge	_____

EXHIBIT A-1

Scope of Work

EXHIBIT B

Fee Schedule

-- EXHIBIT "C" --

Additional Terms to the Services provided by Contractor, if any, are as follows:

A. N/A

B._____

C._____

D._____

E._____

F._____

G._____

H._____

I._____

J._____

K._____

L._____

EXHIBIT D

Certificate of Insurance

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Date: 12/06/2022

Requested By: Kennedy

Sponsor: Commissioner Ingalsbe

Agenda Item:

Discussion and possible action to authorize the County Judge to execute a professional services agreement between Hays County and Brailsford and Dunlavey, Inc., related to market analysis and possible development of County-owned property at 3005 Clovis Barker Road in San Marcos, Texas; authorize a discretionary exemption pursuant to Texas Local Government Code Ch. 262.024(a)(4) and amend the budget accordingly. **INGALSBE**

Summary:

Pursuant to diligence being performed by Hays County in collaboration with Casey Development, Hays County has agreed to engage Brailsford and Dunlavey to assist with scoping the prospective development on the project.

Fiscal Impact:

Amount Requested: TBD
Line Item Number: TBD

Budget Office:

Source of Funds: TBD
Budget Amendment Required Y/N?: Yes
Comments: Funding for this contract will need to be identified once the Not to Exceed amount is confirmed.

Auditor's Office:

Purchasing Guidelines Followed Y/N?: Requires a discretionary exemption pursuant to Texas Local Government Code Ch. 262.024(a)(4) for professional service.
G/L Account Validated Y/N?: TBD
New Revenue Y/N?: N/A
Comments:

Attachments

Agreement - B&D

AGREEMENT

This Agreement ("Agreement") dated [_____], is made by and between Brailsford & Dunlavey, Inc. ("B&D") and Hays County, a political subdivision of the State of Texas ("Client") for B&D's planning work and advisory services related to the development of a former civic center site, including a new multi-use event center, arena and/or hotel on site (collectively, the "Project"). All references herein to the "Parties" shall refer collectively to B&D and Client. Any reference to "Party" shall refer singularly to either B&D or Client, as context indicates.

Background and Purpose

Client is a county located in Central Texas that wishes to engage B&D to provide planning and development advisory services with respect to the Project.

Client desires to engage B&D for this purpose, and B&D desires to perform the work.

In consideration of the foregoing, the mutual promises herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto, intending legally and equitably to be bound, mutually agree as follows:

Article 1
Scope of Work

1.01. Scope of Work.

B&D will advise the Client through the market analysis and project confirmation processes led by a third-party developer to identify the risks and/or opportunities related to development of the Project, and upon confirmation of a Project concept, B&D will support the Client with the refinement of the operating model, economic and fiscal impacts, deal structuring, financing, development and negotiation of agreements, and representation through the execution of the agreements and implementation of the development (the "Services").

1.02. Standard of Performance.

B&D represents that it has all necessary qualifications and licenses to perform the Services. B&D agrees to perform the Services strictly in a lawful and professional manner and in accordance with the reasonable specifications and directions of the Client. B&D shall use commercially reasonable efforts to complete the Services in a timely manner in accordance with the reasonable milestones and deadlines specified by the Client. B&D shall not be permitted to subcontract any portion of the Services to any other person without the prior written authorization of the Client.

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Article 2
Staffing and Interaction

2.01. B&D Staffing.

B&D's Carrie Rollman ("B&D Team Leader") shall direct the overall work effort. B&D may reassign or substitute the B&D Team Leader (a) upon consent by Client, whose consent shall not be unreasonably withheld, conditioned, or delayed, or (b) upon the unavailability of previously assigned personnel due to termination of employment; illness; personal, medical, or family leave; or other factors beyond B&D's reasonable control. B&D will assign, reassign, and substitute other staff to provide assistance with the Services as necessary.

2.02. Client Representative.

Clear and timely communication between the Parties is essential to the successful and timely completion of the Services. Accordingly, the Office of General Counsel for Hays County, initially Mark Kennedy ("Client Representative") shall serve as B&D's point of contact for purposes of providing instructions to B&D concerning the Services. Client shall be deemed to have provided instructions to B&D for purposes of this Agreement only if the Client Representative communicates such instructions in writing or confirms verbal instructions in writing within a reasonable period. Only one person at a time shall be authorized to serve as the Client Representative and provide instructions to B&D under this Agreement. Upon not less than five (5) calendar days' prior written notice, Client may substitute another person to serve as the Client Representative under this Agreement.

2.03. Client Interaction.

B&D expects to call on appropriate Client personnel and other designees of Client for purposes of gathering information and conducting research in connection with the Services. The close involvement of Client's senior decision makers may be required to identify both short- and long-term goals and constraints. Accordingly, Client shall provide B&D with timely input and feedback from its senior decision makers, as well as access to information, facilities, and other personnel or designees upon reasonable request from B&D.

Article 3
Term and Timing

3.01. Term.

The term of this Agreement (the "Term") shall commence on the date Client delivers an executed copy of this Agreement to B&D (the "Commencement Date") and shall remain in effect until completion or termination of the Project, unless earlier terminated or extended by the Parties as provided for in this Agreement.

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3.02. Timing.

B&D shall begin its work on the Commencement Date. The Parties shall use commercially reasonable efforts to coordinate specific dates for meetings with key participants and for other events or meetings in connection with the Services.

Article 4
Compensation

4.01. Amount of Compensation.

A. For work performed in connection with the Services, B&D shall be paid on a per-hour basis at the rates described in Exhibit A to this Agreement (the "Time Fees").

B. In addition to the Time Fees, Client will reimburse B&D for direct out-of-pocket expenses incurred on Client's behalf in connection with the Services (the "Reimbursable Expenses"). Reimbursable Expenses include, without limitation, airline and train tickets, overnight accommodations, ground transportation, parking, tolls, mileage, meals, postage, express delivery service, photocopying, and reproduction charges. B&D shall use its commercially reasonable efforts to minimize Reimbursable Expenses consistent with B&D's professional standards for timely completion of quality work product. Reimbursable Expense shall not include any administrative expenses or overhead costs.

4.02. Method of Payment.

A. B&D shall submit to Client monthly invoices for Time Fees and Reimbursable Expenses, together with any balance forward. The Time Fees invoiced each month will correspond to the actual time worked by B&D employees on the Services during the billing period, allocated to the nearest one-fourth hour. Invoices shall be payable within 30 days in accordance with the Texas Prompt Payment Act.

B. Client may designate in writing a representative to serve specifically as B&D's point of contact for the submission of invoices and for questions concerning payment status. If Client does not designate such a person, B&D will submit invoices and questions concerning payment status to the Client Representative.

C. Client shall make all payments to B&D in United States currency.

4.03. B&D Financial Information.

B&D's Federal Tax Identification Number is 52-1847085.

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4.04. Other Costs.

Should B&D's cooperation or participation be required in any claim, complaint, or other action by or against Client relating to the Project (a "Project Claim") and such involvement is not due to B&D's material breach of this Agreement or its gross negligence or willful misconduct, then Client shall reimburse B&D for any reasonable legal expenses, production costs, or other reasonable direct out-of-pocket costs actually incurred by B&D in connection with B&D's participation or cooperation in such Project Claim. Such costs include, without limitation, answering correspondence, court orders, or subpoenas; preparing testimony or documentation; document production; providing testimony or interviews; and consulting with Client or Client's agents, attorneys, or representatives. Client agrees that such costs shall be paid by Client in addition to the Time Fees, and Reimbursable Expenses otherwise due and payable under this Agreement.

Article 5
Work Product and Intellectual Property

5.01. Work Product and Intellectual Property Rights.

A. B&D is and will be the sole and exclusive owner of all right, title, and interest throughout the world in and to all Work Product, including all Intellectual Property Rights therein. Client acknowledges that some of the materials to be included in the Work Product are preexisting and were created in the normal course of B&D's business, including, without limitation, B&D's Proprietary Models. Capitalized terms used in this paragraph and not previously defined have the meanings assigned to them in Section 5.04 below.

B. B&D acknowledges and agrees that any and all Work Product that may qualify as "work made for hire" as defined in the Copyright Act of 1976 (17 U.S.C. §101) is not deemed to be "work made for hire" for Client, and all copyrights therein shall automatically and immediately vest in B&D. Notwithstanding the foregoing, B&D agrees to share copyrights in any Work Product with Client. As author of the Work Product, B&D shall have the right to apply for copyright registration for all or any portion of such Work Product, and shall identify Client as a joint copyright claimant in any such application.

C. Client shall be entitled to use Work Product for purposes of acting on information or recommendations contained therein, providing background information or guidance for any other project that Client seeks to evaluate, or servicing any other purpose related to Client's institutional mission. B&D shall be entitled to use Work Product in the normal course of its business activities.

5.02. Proprietary Models.

Notwithstanding anything to the contrary contained in this Agreement, B&D shall retain all right, title, and interest throughout the world in and to all of its Proprietary Models. B&D hereby grants a limited, nonexclusive license to Client to use Proprietary Models contained within Work Product created under this Agreement for Client's own internal, noncommercial use in connection with the Project, provided that the

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Proprietary Models are not shown or provided to anyone other than Client's elected officials, county employees, accountants, attorneys, or Project architects or engineers without B&D's prior, express written consent.

5.03 Assignment and Enforcement.

Neither Party shall assign, grant, or license its copyright interests in Work Product to any third party without the prior written consent of the other Party, whose consent shall not be unreasonably withheld, conditioned, or delayed. Each Party shall cooperate with the other Party's reasonable efforts to enforce copyrights in Work Product against infringing third parties. If Client is required by law to release Work Product to third parties, Client shall redact or otherwise protect B&D's Proprietary Models to the fullest extent permitted by law.

5.04. Definitions.

For purposes of this Agreement:

A. "Intellectual Property Rights" shall mean any and all rights arising in the United States or any other jurisdiction throughout the world in and to (i) patents, patent disclosures, and inventions (whether patentable or not), (ii) trademarks, service marks, trade dress, trade names, logos, corporate names, and domain names, and other similar designations of source or origin, together with the goodwill symbolized by any of the foregoing, (iii) copyrights and works of authorship (whether copyrightable or not), including computer programs, mask works, and rights in data and databases, (iv) trade secrets, know-how, and other confidential or proprietary information, and (v) all other intellectual property, in each case whether registered or unregistered, and including all registrations and applications for such rights and renewals or extensions thereof, and all similar or equivalent rights or forms of protection in any part of the world.

B. "Proprietary Models" shall mean all patents, trademarks, copyrights, trade secrets, registered designs, service marks, trade names, logos, inventions, and all other intellectual property rights relating to proprietary software, analytical models, methods, and techniques that B&D owns and uses in the course of its business activities, including, without limitation, performing work pursuant to this Agreement.

C. "Work Product" shall mean the Services and all other writings, technology, inventions, discoveries, processes, techniques, methods, ideas, concepts, research, proposals, and materials, and all other work product of any nature whatsoever, that are created, prepared, produced, authored, edited, modified, conceived, or reduced to practice by B&D solely or jointly with Client or others in the course of performing the Services and based on, derived from, or otherwise using Client's facilities, personnel, or other resources, and all printed, physical, and electronic copies, and other tangible embodiments of any of the foregoing.

D. "Confidential Information" shall mean all nonpublic information and all documents and other tangible items (whether recorded information, on paper, in computer readable format or otherwise) relating

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to the disclosing party's business (including without limitation business plans, manner of doing business, business results or prospects), proposals, recommendations, marketing plans, reports, any of which (i) at the time in question is either protectable as a trade secret or is otherwise of a confidential nature (and is known or should reasonably be known by receiving party as being of a confidential nature) and (ii) has been made known to or is otherwise learned by receiving party as a result of the relationship under this Agreement.

Article 6
Confidential Information

6.01. Confidentiality.

A. B&D agrees to hold in confidence and not to disclose any Confidential Information, except as otherwise expressly permitted by this Agreement. The Client acknowledges, however, that B&D will disclose Confidential Information as reasonably required in the ordinary course of performing the Services; provided, however, that such disclosure shall be limited exclusively to the information provided to B&D specifically relating to the Services. B&D shall not use Work Product, Confidential Information, any summary of the Services, or otherwise reference Work Product or Confidential Information for marketing purposes without the prior written consent of the Authorized Representative, not to be unreasonably withheld. B&D shall be liable to the Client for any unauthorized dissemination or use of the Confidential Information by any persons with whom such Confidential Information is shared by B&D in accordance with the terms hereof. Shall protect all Confidential Information of the Client with the same reasonable care as it protects its own Confidential Information. B&D's obligations under this Section 6.01 shall survive termination of this Agreement.

B. Confidential Information will not include any information, documents, or tangible items which (i) are a matter of general public knowledge or which subsequently becomes publicly available (except to the extent such public availability is the result of a breach of this Agreement), or (ii) are hereafter received by receiving party on a non-confidential basis from another source who is not, to receiving party's knowledge, bound by confidential or fiduciary obligations to disclosing party or otherwise prohibited from transmitting the same to receiving party.

C. If B&D becomes legally compelled to disclose any of the Confidential Information, B&D shall provide the Client with prompt notice so the Client may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Agreement. If such protective order or other remedy is not obtained, or the Client expressly waives compliance with the provisions of the Agreement, B&D may disclose such information as is necessary or advisable to comply with the legal process.

Article 7
Non-Solicitation

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7.01. Non-solicitation

A. In consideration of B&D's agreement to provide Services pursuant to this Agreement through valued employees who may have specialized knowledge of B&D's trade secrets, intellectual property, and proprietary methods, Client agrees that, during the term of this Agreement and for a period of twelve (12) months from the later of the cancellation or completion of the Project, the Client shall not, without B&D's prior written consent:

(i) solicit or hire as an employee of Client,

(ii) solicit or retain as an independent contractor to Client, or

(iii) otherwise induce, influence, or encourage to terminate employment with B&D any current or former employee of B&D who performed any Services for Client while employed by B&D to perform Services for Client that are substantially similar in nature and/or scope to the Services that the person was assigned to perform on the Project while employed by B&D; provided, however, that this restriction shall not apply to employees of B&D formally terminated by B&D prior to Client's solicitation or influence thereof.

Article 8
Publicity

8.01. Public Relations.

Client shall be solely responsible for the preparation and dissemination of press releases and other information concerning its assessments, objectives, and positions concerning the Project. Subject to compliance with the provisions of this Agreement relating to Business Data set forth in Section 6.03 above, commencing after opening of the Project, B&D shall be entitled, without limitation, to issue press releases, respond to media inquiries, and disseminate promotional materials and photography (including, without limitation, electronic publication through social media, blogs, vlogs, or other methods of dissemination over the Internet) concerning its engagement as a consultant to Client, the work being performed by B&D for the Client, and the Project.

8.02. Media Statements Regarding Adverse Circumstances.

Should an adverse circumstance occur related to the Project, the Services, or the Client's business generally, neither Party shall make any disparaging statement regarding the other Party, directly or indirectly, to or in the media referencing or relating to such circumstance (including, without limitation, electronic media such as social media, blogs, vlogs, or other methods of dissemination over the Internet) without the prior written consent of the other Party.

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Article 9
Termination

9.01. Termination.

A. B&D may terminate this Agreement, without cause and for any reason whatsoever, by giving written notice of termination to the Client at least sixty (60) days prior to the effective date of termination, which shall be specified in such written notice. Additionally, B&D may terminate this Agreement upon the occurrence of any one of the following: (i) the Client's failure to pay the Time Fees more than thirty (30) days after such payment is due; or (ii) the Client's material failure to properly perform its material responsibilities hereunder because of the Client's gross neglect, proven dishonesty, or commission of a felony.

B. The Client may terminate this Agreement with or with cause at any time upon the delivery of written notice of termination to B&D; subject, however to Section 9.03 below. At the time of termination, B&D will have two weeks to deliver all related project work completed in a manner consistent with applicable industry standards.

9.02. Method of Termination.

Notice of breach or termination shall be provided by certified mail, return receipt requested, addressed to B&D Team Leader or Client Representative, as applicable.

9.03. Compensation Upon Termination.

Upon termination of this Agreement, B&D shall be entitled to payment within ten (10) business days of the date of the final invoice in an amount equal to the sum of (i) all outstanding invoices, (ii) the Time Fees earned prior to the date of termination, but not yet paid or invoiced, and (iii) all Reimbursable Expenses incurred prior to the date of termination, but not yet paid or invoiced.

9.04. Preservation of Rights.

Upon termination of this Agreement, each Party shall be entitled to assert all claims and seek all remedies available to that Party under the terms of this Agreement and applicable law; subject, however to Sections 10.03 and 10.04 below.

9.05. Survival of Certain Provisions.

Notwithstanding any other provision of this Agreement, the Parties' respective rights and obligations under Articles 5 and 9 of this Agreement shall survive termination.

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Article 10
Limitation of Liability and Insurance

10.01. Independent Contractor.

In the performance of its duties and obligations under this Agreement, B&D is an independent contractor. The details of the method and manner for performance of the Services by B&D shall be under its own control, Client being interested only in the results thereof. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the Parties (or any of their respective employees, agents, or subcontractors), and neither Party shall have authority to contract for or bind the other Party in any manner whatsoever.

10.02. Insurance.

B&D represents and warrants that it maintains statutory workers' compensation insurance, employer's liability insurance to the extent required by law, commercial general liability insurance in the amount of $1,000,000, and an umbrella policy of $9,000,000 covering personal and bodily injury, as well as property damage. Further, B&D maintains professional liability insurance in the amount of $2,000,000. Upon execution of this Agreement, B&D will issue a Certificate of Insurance with the Client listed as additional insured on B&D's commercial general liability and auto policies. Upon request, B&D will furnish Client with copies of all pertinent certificates of insurance.

10.03. Limitation of Liability.

A. Neither Party shall be liable to the other Party for any consequential, exemplary, special, incidental, or punitive damages sounding in contract or tort except for remedies of specific performance or injunctive relief arising out of Article 5 or Article 6.

B. In no event shall B&D's aggregate liability arising out of or related to this Agreement and the Services provided hereunder, whether sounding in contract or tort (including negligence) or otherwise, exceed the amount of the Time Fees actually paid under this Agreement.

10.04. No Personal Liability.

All actions or claims against either Client or B&D arising under or relating to this Agreement shall be made only against such Party as a corporation or other legal entity, and any liability relating thereto shall be enforceable only against the assets of such Party.

10.05. No Certifications or Licensures.

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B&D is not a certified or licensed accountant, contractor, architect, engineer, financial advisor, municipal advisor, or attorney, and Client agrees that B&D has not held itself out as holding any such certifications or licenses in any state or the District of Columbia.

10.06. Estimates and Projections.

Estimates and projections relating to development budgets, finance, and other aspects of B&D's analysis, which may be reduced to writing in the Services, will be based upon reasonable assumptions, information provided to B&D by Client or other sources, reasonable analytical techniques, and professional judgment. Actual costs and financial performance, however, will be influenced by market and other external factors. Accordingly, B&D does not represent or warrant that its estimates and projections will reflect Client's actual costs and financial performance.

Article 11
Representations

11.01. Representations of Client.

A. Client is a county, organized and existing under the laws of the state of Texas. By proper action, and in accordance with all applicable law, Client has duly authorized the execution, delivery, and performance of this Agreement. Client's obligations under this Agreement constitute legal, valid, and binding obligations of the Client enforceable against the Client in accordance with the terms hereof, except as enforcement thereof may be limited by (i) bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights, and (ii) general principles of equity, including the exercise of judicial discretion in appropriate cases.

B. The execution and delivery of this Agreement, Client's obligations under this Agreement, and the actions of Client contemplated hereby do not conflict with or constitute a breach of or default under any law or regulation to which Client is subject and do not conflict with or constitute a breach of or default under the terms and conditions of any agreement or commitment to which Client is a party or by which Client is bound.

11.02. Representations of B&D.

A. B&D is a corporation duly organized, validly existing, and in good standing under the laws of the District of Columbia and is duly qualified to do business in the State of Texas.

B. B&D has the corporate power to enter into this Agreement and perform the Services contemplated herein.

Article 12
Miscellaneous

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12.01. Waiver.

No waiver of any of the terms of this Agreement or any breach of its terms shall be effective unless such waiver is in writing and signed by the waiving Party. No waiver of any breach shall be deemed a waiver of any other subsequent breach.

12.02. Severability.

If any term, covenant, or condition contained herein is adjudged invalid or unenforceable to any extent, the remainder of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

12.03. No Third-Party Beneficiary.

The provisions of this Agreement are for the exclusive benefit of Client and B&D. Notwithstanding anything to the contrary contained in this Agreement, no third party may seek to enforce or benefit from the provisions of this Agreement.

12.04. Assignment; Subcontracting.

Neither Party may assign this Agreement, in whole or in part, without the other Party's prior written consent. With prior notice to the Client, B&D shall be entitled to engage subcontractors to assist B&D in its performance of this Agreement; provided, that B&D's engagement of any subcontractor shall not relieve B&D of its obligations to Client under this Agreement or impose any liability or obligations upon Client to any such subcontractor.

12.05. Execution; Counterparts; Electronic Signatures.

A. Each Party executes this Agreement intending to be legally bound in accordance with its terms and conditions, and each Party represents that the person signing this Agreement on its behalf has full authority to bind such Party to the covenants, terms, and conditions stated herein.

B. If this Agreement is executed by each Party on separate counterparts, all such counterparts together shall constitute one agreement binding on the Parties hereto, notwithstanding that both Parties are not signatories to the original or the same counterpart.

C. Each Party agrees that the electronic signatures, whether digital or encrypted, of any Party are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means any electronic sound, symbol, or process attached to or logically associated with a record and executed and adopted by a Party with the intent to sign such record, including electronic mail ("E-mail") signatures.

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12.06. Notices

A. Any request, demand, authorization, direction, notice, consent, waiver, or other document provided or permitted by this Agreement to be made upon, given, furnished to, or filed with either of the Parties to this Agreement with respect to the matters covered by this Agreement must be in writing and be delivered by one of the following methods: (i) by personal delivery, (ii) by registered or certified first-class mail, or (iii) by E-mail. Any specific reference in this Agreement to "written notice" shall not be construed to mean that any other notice may be oral, unless oral notice is specifically permitted by this Agreement under the circumstances. The hand delivery address, mailing address, and (if applicable) instructions for receipt by E-mail of notices or other documents by such Parties are set forth below:

If to B&D:	Brailsford & Dunlavey, Inc. 411 West Monroe Street Attn: Carrie Rollman E-mail: crollman@bdconnect.com
With a copy to:	Brailsford & Dunlavey, Inc. 1140 Connecticut Avenue, NW Suite 400 Washington, DC 20036 Attn: Kevin Keegan E-mail: kkeegan@bdconnect.com
If to Client:	Hays County 111 East San Antonio Street Suite 202 San Marcos, Texas 78666 Attn: Mark Kennedy E-mail: mark.kennedy@co.hays.tx.us
With a copy to:	Winstead PC 401 Congress Avenue Suite 2100 Austin, Texas 78701 Attn: Jeff Nydegger E-mail: jnydegger@winstead.com

B. Each Party may change its address or instructions for the delivery of notice hereunder by providing written notice of said change to the other Party, in the manner specified above, five (5) calendar days prior to the effective date of said change. Each Party also shall have the right from time to time to specify additional parties to whom notice must be given by delivering to the other Party five (5) calendar days' prior written notice thereof setting forth the delivery instructions of such additional parties.

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C. Any notice, demand, consent, approval, request, and other communication duly sent in accordance with this Agreement shall be deemed to be received (i) if delivered in person or by a recognized delivery service when left at the address of the recipient; (ii) if sent by certified or registered mail, return receipt requested, three (3) business days after the date on which such notice was deposited in the U.S. Mail, and (iii) if sent by E-mail, the day on which the notice is transmitted to the correct address, unless sender receives any notification of non-delivery, in which case such notice shall not be deemed received until the date on which it is resent without sender receiving a non-delivery notice.

12.07. Governing Law.

This Agreement shall be governed by and interpreted in accordance with the laws of the State of Texas without regard to Texas' conflict-of-laws or choice-of-law principles.

12.08. Dispute Resolution.

Upon written notice from one party to the other regarding a dispute over the interpretation or applicability of any provision of this Agreement, the parties shall meet to make a good faith effort to resolve the dispute. The notice shall specify the party's intent to dispute any action or inaction of the other party and the nature of and material facts underlying the dispute. As soon as reasonably practicable given the circumstances, but in no event more than ten (10) calendar days following delivery of the notice, the parties' designated representatives shall meet in person or by teleconference and attempt to resolve the dispute.

If the foregoing process does not resolve the dispute and mediation is acceptable to both Parties, the Parties agree to use the Dispute Resolution Center of Austin, Texas as the provider of mediators for mediation as described in the TEX. CIV. PRAC. AND REM. CODE, Section 154.023. Unless both parties are satisfied with the result of the mediation, the mediation will not constitute a final and binding resolution of the dispute. All communications within the scope of the mediation will remain confidential as described in TEX. CIV. PRAC. AND REM. CODE, Section 154.073, unless the Parties agree in writing to waive confidentiality.

If the process described does not resolve the dispute and the parties do not agree to mediation, or if the non-binding mediation process does not resolve the dispute, the parties will be entitled to pursue any other remedy available under this Agreement.

12.09. Waiver of Jury Trial.

EACH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL ACTION, PROCEEDING, CAUSE OF ACTION, OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT, INCLUDING ANY EXHIBITS, SCHEDULES, AND APPENDICES ATTACHED TO THIS AGREEMENT, OR THE WORK CONTEMPLATED HEREBY. EACH PARTY

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CERTIFIES AND ACKNOWLEDGES THAT (A) NO REPRESENTATIVE OF THE OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT THE OTHER PARTY WOULD NOT SEEK TO ENFORCE THE FOREGOING WAIVER IN THE EVENT OF A LEGAL ACTION, (B) IT HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, (C) IT MAKES THIS WAIVER KNOWINGLY AND VOLUNTARILY, AND (D) IT HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

12.10. Entire Agreement; Modification.

This Agreement is the complete and exclusive statement of the Parties' agreement regarding the subject matter contained herein and supersedes all other agreements and communications with respect to its subject matter, including any inconsistent terms contained in marketing materials, presentations, or any purchase order issued in regard to the subject matter. This Agreement may not be modified, amended, or waived, in whole or in part, except by subsequent written agreement signed by Client and B&D.

12.11. State Law Matters.

In addition to the terms provided herein, B&D agrees to the terms and conditions contained in the State Law Addendum attached hereto as Exhibit B.

(The remainder of this page is intentionally blank.)

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The Parties have executed this Agreement as of the last date written below.

BRAILSFORD & DUNLAVEY, INC.

By:_____
Name (print):_____
Title:_____
Date:_____

HAYS COUNTY

By:_____
Name (print):_____
Title:_____
Date:_____

ATTEST: _____
Elaine Cardenas, MBA, PhD
Hays County Clerk

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EXHIBIT A
Hourly Rates

Brailsford & Dunlavey, Inc.	
2022 Advisory Hourly Billing Rates	
Title	**Rate**
Project Analyst	$215
Senior Analyst/Assistant Project Manager	$225
Associate/Project Manager	$330
Senior Associate/Senior Project Manager	$370
Regional Vice President/Director	$435
Executive Director/Vice President	$480
Senior Vice President	$560
Executive Vice President	$605

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EXHIBIT B
State Law Matters

(a) *State Law Limitations and Prevailing Laws Applicable to the Client*. The Client is an agency organized under the laws of the State of Texas. The Parties expressly agree that following provisions shall control over any conflicting provisions contained in this Agreement.

(i) Obligations Subject to Appropriation. B&D acknowledges that the payment obligations of the Client under this Agreement beyond the current fiscal year of the Client may be subject to appropriation.

(ii) No Liens on Public Property. No provision of the Agreement purporting to grant to B&D (A) a security interest or lien against the real or personal property of the Client; or (B) a contractual right or power of attorney to take control over or otherwise handle or dispose of the property of the Client, shall be of force and effect.

(iii) Court Costs. No provision of this Agreement requiring the Client to pay court costs, costs of suit, or attorney fees incurred by B&D or any other person in enforcing or interpreting the terms of this Agreement shall be of force and effect, except as otherwise expressly permitted by the laws of the State of Texas.

(iv) Open Records. Any obligation of the Client under this Agreement to (A) keep the terms and provisions of this Agreement confidential; and/or (B) not disclose the terms of this Agreement, shall be binding on the Client only to the extent permitted by law, including without limitation Chapter 552 of the Texas Government Code or any successor law or other similar statutory provisions (the "Texas Public Information Act"). The Client agrees that it shall notify B&D upon receipt of a request for release of this Agreement or any terms hereof to any member of the public pursuant to the Texas Public Information Act, and the Client shall give B&D the opportunity to submit briefings to the Office of the Texas Attorney General in the manner provided by the Texas Public Information Act.

(v) Privileges and Immunities. No provision of this Agreement shall constitute, nor is it intended to constitute, a waiver of any other exemptions, privileges or immunities of the Client under the constitution and laws of the State of Texas.

(vi) No Violation of Prevailing Law. The Client shall not be required to perform any act or refrain from performing any act under this Agreement if that performance or non-performance would constitute a violation of the constitution or laws of the State.

(b) *Representations and Certifications of B&D.*

(i) Interested Parties Disclosure. To the extent that this Agreement is a contract with a value of $100,000 or more, prior to entering into this Agreement, and unless otherwise exempt therefrom, B&D must file a certificate of Interested Parties Form 1295 (a "1295 Certification") with the Texas Ethics Commission through its electronic portal in accordance with Section 2252.908, Texas Government Code, as amended, and has delivered evidence of filing to the Client. B&D acknowledges that the Client has no obligation, and have not undertaken any responsibility, for advising B&D with respect to the completion of its 1295 Certification, except for the provision of the contract identification numbers and description of services.

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(ii) Verifications Required for Contracts for Goods or Services. To the extent this Agreement constitutes a contract for goods or services for which a written verification statement is required under Sections 2252.152, 2271.002 and 2274.002, Texas Government Code, as amended, by submitting a bid, the bidder does hereby verify that it and its parent company, wholly- or majority- owned subsidiaries, and other affiliates:

(A) Do not boycott energy companies and, will not boycott energy companies during the term of this Agreement. The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code, as amended, to the extent Section 2274.002, Texas Government Code does not contravene applicable Texas or federal law. As used in the foregoing verification, "boycott energy companies" has the meaning provided in Section 809.001 of the Texas Government Code.

(B) Do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and are authorized to agree in such contracts not to discriminate against a firearm entity or firearm trade association during the term of such contracts. "Discriminate against a firearm entity or firearm trade association" has the meaning provided in section 2274.001(3) of the Texas Government Code. "Firearm entity" and "firearm trade association" have the meanings provided in section 2274.001(6) and (7) of the Texas Government Code.

(C) Do not boycott Israel and are authorized to agree in such contracts not to boycott Israel during the term of such contracts. "Boycott Israel" has the meaning provided in section 808.001 of the Texas Government Code.

(D) Unless affirmatively declared by the United States government to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization, are not identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under section 2252.153 or section 2270.0201 of the Texas Government Code

As used in the foregoing verifications, "affiliate" to mean an entity that controls, is controlled by, or is under common control with the bidder within the meaning of SEC Rule 405, 17 C.F.R. 230.405 and exists to make a profit.

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AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Date: 12/06/2022
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: 12/06/2022

Requested By: Commissioner Lon A. Shell

Sponsor: Commissioner Shell

Agenda Item

Executive Session pursuant to Sections 551.071 and 551.074 of the Texas Government Code deliberation regarding employment and duties of for all positions funded for the Pre-trial Services Department. Possible discussion and/or action may follow in open court. **SHELL**

Summary

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Date: 12/06/2022
Requested By:
Sponsor: Commissioner Ingalsbe

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 located at 2400 N IH 35, San Marcos. Possible discussion and/or action may follow in open court. **INGALSBE**

Summary
Additional information will be presented in Executive Session

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Date: 12/06/2022

Requested By: Tammy Crumley

Sponsor: Commissioner Ingalsbe

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 located at 101 Thermon Drive, San Marcos. Possible discussion and/or action may follow in open court. **INGALSBE**

Summary

Additional information will be presented in Executive Session.

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Date: 12/06/2022
Requested By:
Sponsor: Judge Becerra

Agenda Item

Executive Session pursuant to Section 551.071 of the Texas Government Code: consultation with counsel regarding pending and/or contemplated litigation involving Hays County. Possible action may follow in open court. **BECERRA**

Summary

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Date: 12/06/2022

Requested By: Marisol Villarreal-Alonzo, Auditor

Sponsor: Commissioner Ingalsbe

Agenda Item

Executive Session pursuant to Sections 551.071 and 551.074 of the Texas Government Code: consultation with counsel and deliberation regarding duties of all individual positions of the Hays County Auditor's Office. Possible discussion and/or action may follow in open court. **INGALSBE**

Summary

AGENDA ITEM REQUEST FORM

Hays County Commissioners Court

Date: 12/06/2022
Requested By:
Sponsor: Commissioner Shell

Agenda Item

Executive Session pursuant to Sections 551.071 and 551.074 of the Texas Government Code deliberation regarding employment and duties of the Hays County Treasurer. Possible discussion and/or action may follow in open court. **SHELL**

Summary